
**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): February 24, 2011

CHARLES RIVER LABORATORIES INTERNATIONAL, INC.
(Exact Name of Registrant
as Specified in Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-15943
(Commission File Number)

**251 Ballardvale Street
Wilmington, Massachusetts**
(Address of Principal Executive Offices)

06-1397316
(IRS Employer Identification No.)

01887
(Zip Code)

Registrant's telephone number, including area code: **(781) 222-6000**

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 (see General Instruction A.2. below):

- 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 February 24, 2011, Charles River Laboratories International, Inc. (“Charles River” or the “Company”) entered into an agreement (the “ASR Agreement”) with Morgan Stanley & Co. Incorporated (“Morgan Stanley”) to effect an accelerated repurchase of Charles River’s common stock as part of Charles River’s \$750 million share repurchase program, which was initially authorized by Charles River’s board of directors on July 29, 2010 for \$500 million and later increased by \$250 million on October 20, 2010.

Under the ASR Agreement, Charles River will pay a purchase price of \$150 million to Morgan Stanley on February 28, 2011 from cash on hand and available liquidity, including funds borrowed by Charles River under its newly amended \$900 million credit facility. Charles River will receive an initial delivery on February 28, 2011 of approximately 3.76 million shares of its common stock from Morgan Stanley, which represents approximately 90% of the total number of shares that Charles River would receive under the ASR Agreement if the price per share of Charles River’s common stock remained at the closing price per share of Charles River’s common stock on February 23, 2011 throughout the calculation period.

The actual number of shares that Charles River will repurchase under the ASR Agreement will be determined based on a discount to the daily volume-weighted average prices of Charles River’s common stock over the course of the calculation period. The calculation period is scheduled to extend for approximately three months, but it may conclude earlier at Morgan Stanley’s option. If the actual number of shares repurchased exceeds the number of shares initially delivered, Charles River will receive from Morgan Stanley a number of additional shares equal to such excess following conclusion of the calculation period. If the actual number of shares repurchased is less than the number of shares initially delivered, Charles River will be required, at its election, to either (1) deliver to Morgan Stanley a number of shares approximately equal to the difference or (2) make a cash payment to Morgan Stanley equal to the value of such shares, in either case following conclusion of the calculation period. While the ASR Agreement is in effect, Charles River will generally not be permitted to repurchase its common stock in the open market.

The ASR Agreement contains certain terms customary for agreements of this type, including provisions for adjustments upon the occurrence of certain events and setting forth certain circumstances under which the ASR Agreement may be extended, terminated or unwound early.

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

On February 24, 2011, Charles River and certain of its subsidiaries entered into an Incremental Assumption Agreement and Amendment (the “Amendment”) relating to and amending its existing credit agreement (the “Third Amended and Restated Credit Agreement”) dated as of August 26, 2010 with certain financial institutions and JPMorgan Chase Bank, N.A. as administrative agent (as amended, the “Amended Credit Agreement”). Pursuant to the Amendment, Charles River incurred an additional \$150 million aggregate principal amount of new term loans (the “2011 Incremental Term Loan Facility”) to finance in part the purchase price under the ASR Agreement, to pay related fees and expenses and for general corporate purposes. The Amendment also (i) reset the amount of incremental facilities potentially available to Charles River to the amount potentially available prior to the funding of the 2011 Incremental Term Loan Facility, so that an aggregate principal amount of \$250 million of incremental facilities remain potentially available to Charles River, (ii) modified the leverage ratio test that Charles River is required to comply with under the Amended Credit Agreement and (iii) made certain other amendments.

The \$150 million 2011 Incremental Term Loan Facility matures in 18 quarterly installments with the last installment due August 26, 2015. The interest rates applicable to term loans made under the 2011 Incremental Term Loan Facility are the same as those applicable to the existing term loans and revolving loans under the Amended Credit Agreement, which are, at the Company’s option, equal to either the base rate (which is the higher of (1) the prime rate, (2) the federal funds rate plus 0.50% or (3) the one-month adjusted LIBOR rate) or the adjusted LIBOR rate plus an interest rate margin based upon the Company’s leverage ratio.

The obligations of Charles River under the Amended Credit Agreement, including those under the 2011 Incremental Term Loan Facility, remain guaranteed by Charles River’s material domestic subsidiaries and secured by substantially all of the assets of Charles River and the guarantors, including a pledge of 100% of the capital stock of the domestic subsidiaries (other than the capital stock of any domestic subsidiary that is treated as a disregarded entity for U.S. federal income tax purposes (“Disregarded Entities”)) and 65% of the capital stock of certain first-tier foreign subsidiaries and Disregarded Entities, and mortgages on owned real property in the U.S. having a book value in excess of \$10 million.

The Amended Credit Agreement now provides for up to \$900 million in financing, including the prior \$400 million U.S. term loan facility, the \$150 million 2011 Incremental Term Loan Facility and a \$350 million U.S. revolving facility. A portion of the prior term loan facility is available in euros to a Netherlands-based subsidiary of the Company.

The Amendment is attached hereto as Exhibit 10.1 and incorporated into this Item 2.03 by reference.

In addition, the disclosure provided in Item 1.01 "Entry into a Material Definitive Agreement" is incorporated by reference into this Item 2.03 as if fully set forth herein.

Item 9.01. Financial Statements and Exhibits

Exhibit No.	Description
10.1	Incremental Assumption Agreement and Amendment, dated as of February 24, 2011, among Charles River Laboratories International, Inc., as Parent Borrower, certain subsidiaries of the Parent Borrower party thereto, the lenders party thereto, JPMorgan Chase Bank, N.A. as administrative agent, Bank of America, N.A., as syndication agent, and the other agents party thereto.

Special Note on Factors Affecting Future Results

This Current Report on Form 8-K contains forward looking statements regarding future events and the future results of Charles River Laboratories International, Inc. (Charles River) that are based on current expectations, estimates, forecasts, and projections about the industries in which Charles River operates and the beliefs and assumptions of our management. Words such as “expect,” “anticipate,” “target,” “goal,” “project,” “intend,” “plan,” “believe,” “seek,” “estimate,” “will,” “likely,” “may,” “designed,” “would,” “future,” “can,” “could” and other similar expressions that are predictions of or indicate future events and trends or which do not relate to historical matters are intended to identify such forward looking statements. These statements are based on current expectations and beliefs of Charles River and involve a number of risks, uncertainties, and assumptions that are difficult to predict. These also include statements regarding the accelerated stock repurchase program, including the number of shares to be repurchased, expected timing and duration, the amount of capital that may be expended and the treatment of repurchased shares, all of which may be subject to change in the future. You should not rely on forward looking statements because they are predictions and are subject to risks, uncertainties and assumptions that are difficult to predict. Therefore, actual results may differ materially and adversely from those expressed in any forward looking statements. You are cautioned not to place undue reliance on these forward looking statements, which speak only as of the date of this document or in the case of statements incorporated by reference, on the date of the document incorporated by reference. Factors that might cause or contribute to such differences include, but are not limited to, those discussed in our Annual Report on Form 10-K for the year ended December 25, 2010 under the section entitled “Our Strategy,” the section entitled “Risks Related to Our Business and Industry,” the section of this Quarterly Reports on Form 10-Q entitled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and in our press releases and other financial filings with the Securities and Exchange Commission. We have no obligation to publicly update or revise any forward looking statements, whether as a result of new information, future events or risks. New information, future events or risks may cause the forward looking events we discuss in this report not to occur.

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.

Charles River Laboratories International, Inc.

Date: February 25, 2011

By: /s/ Matthew Daniel

Name: Matthew Daniel

Title: Deputy General Counsel and Assistant
Secretary

INDEX TO EXHIBITS

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INCREMENTAL ASSUMPTION AGREEMENT AND AMENDMENT

INCREMENTAL ASSUMPTION AGREEMENT AND AMENDMENT (this "Agreement") dated as of February 24, 2011 relating to the Third Amended and Restated Credit Agreement dated as of August 26, 2010 (as heretofore amended or modified, the "Credit Agreement") among Charles River Laboratories International, Inc. (the "Parent Borrower"), Charles River Nederland B.V., the Lenders party thereto from time to time, JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent"), Bank of America, N.A., as Syndication Agent and the other agents party thereto.

RECITALS:

WHEREAS, the Parent Borrower has, by notice to the Administrative Agent dated February 18, 2011 delivered pursuant to Section 2.24 of the Credit Agreement (the "Notice") (a copy of which notice has been delivered to the Lenders and is attached as Exhibit A hereto), requested Incremental Term Loans in an aggregate principal amount of \$150,000,000.

WHEREAS, each financial institution identified on the signature pages hereto as a "New Incremental Term Lender" (each, a "New Incremental Term Lender") has agreed severally, on the terms and conditions set forth herein and in the Credit Agreement, to provide a portion of such Incremental Term Loans and to become, if not already, a Lender for all purposes under the Credit Agreement.

WHEREAS, the Borrowers wish to amend (the "Amendment") the Credit Agreement with the consent of the Required Lenders in the manner set forth below in Section 5 to (i) reset the amount of Incremental Facilities potentially available to the Borrowers to the amount potentially available prior to the funding of the Incremental Term Loans contemplated hereby, (ii) modify the Leverage Ratio covenant contained in Section 6.11 of the Credit Agreement and (iii) make certain other amendments to the Credit Agreement as herein provided.

The parties hereto therefore 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. Incremental Term Loans. (a) Subject to and upon the terms and conditions set forth herein, each New Incremental Term Lender party hereto severally agrees to make, on the Incremental Facility Closing Date (as defined below), a single term loan (each, a "2011 Incremental Term Loan") in dollars to the Parent Borrower in an amount equal to the commitment amount set forth next to such New Incremental Term Lender's name in Schedule 1 hereto under the caption "2011 Incremental Term Loan Commitment"; provided that the 2011 Incremental Term Loans shall constitute the same Class of Term Loans under the Credit Agreement as the Term Loans made prior to the date hereof; provided, further, that on the Incremental Facility Closing Date (as defined below) the Parent Borrower shall pay an upfront fee to the Administrative Agent for the account of each New Incremental Term Lender equal to 0.30% of the aggregate principal amount of the commitments in respect of the 2011 Incremental Term Loans held by such New Incremental Term Lender as of the Incremental Facility Closing Date. The 2011 Incremental Term Loans shall be "Loans", "USD Term Loans", "Term Loans" and "Incremental Term Loans" for all purposes of the Credit Agreement and the other Loan Documents. The 2011 Incremental Term Loans may be repaid or prepaid in accordance with the provisions of the Credit Agreement and this Agreement, but once repaid or prepaid may not be reborrowed.

(b) Use of Proceeds. The 2011 Incremental Term Loans shall be used solely (i) to pay fees and expenses related to the establishment of the Incremental Term Loans, this Agreement and the Amendment, (ii) to finance the purchase or redemption in one or more transactions of securities of Charles River Laboratories International, Inc. held by its shareholders and (iii) for general corporate purposes of the Parent Borrower and its subsidiaries.

SECTION 3. Applicable Margin. The "Applicable Rate" for each 2011 Incremental Term Loan shall be as set forth in the definition of "Applicable Rate" in the Credit Agreement.

SECTION 4. Repayment of 2011 Incremental Term Loans. The Parent Borrower agrees to repay to the Administrative Agent, for the benefit of each Lender of 2011 Incremental Term Loans, the 2011 Incremental Loans in accordance with Section 2.03 of the Credit Agreement; provided that with regard to such 2011 Incremental Term Loans the "Installment" dates and corresponding "Applicable

Percentage” referenced in Section 2.03 of the Credit Agreement shall be as set forth below:

<u>Installment</u>	<u>Applicable Percentage</u>
March 31, 2011	1.25%
June 30, 2011	1.25%
September 30, 2011	2.50%
December 31, 2011	2.50%
March 31, 2012	2.50%
June 30, 2012	2.50%
September 30, 2012	3.75%
December 31, 2012	3.75%
March 31, 2013	3.75%
June 30, 2013	3.75%
September 30, 2013	5.00%
December 31, 2013	5.00%
March 31, 2014	5.00%
June 30, 2014	5.00%
September 30, 2014	12.50%
December 31, 2014	12.50%
March 31, 2015	12.50%
June 30, 2015	15.00%

SECTION 5. Existing Required Lender Amendment. Immediately prior to the making of the 2011 Incremental Term Loans, the Borrowers and the Required Lenders (as defined under the Credit Agreement immediately prior to the effectiveness of this Agreement), party hereto hereby agree to amend the Credit Agreement as follows:

(a) Amendment of Incremental Amount Definition. The definition of “Incremental Amount” contained in Section 1.01 of the Credit Agreement shall be amended to replace “\$250,000,000” therein with “\$400,000,000”.

(b) Amendment of Section 6.04. Section 6.04 of the Credit Agreement shall be amended by: (i) deleting the “and” at the end of clause (j), (ii) replacing the “.” at the end of clause (k) with “; and”, (iii) adding the phrase “minus the amount of investments in excess of \$20,000,000 made in reliance on Section 6.04(l) below” immediately after “\$100,000,000” in Section 6.04(i) and (iv) adding a new clause (l) to read as follows:

(l) the Guaranty by Charles River Laboratories, Inc. of certain lease payment obligations of Charles River Clinical Services Northwest Inc. (“CRCSN”) (f/n/a Northwest Kinetics, Inc.) (or any successor lessee) under a lease dated April 1, 2005, as amended from time to time, by and between Pacific Avenue Professional Plaza, LLC and Outrigger Apartments, L.L.C. (together “Lessor”) and CRCSN; provided that to the extent the aggregate liability under such Guaranty exceeds \$20,000,000 such excess shall be treated as an investment made in reliance on Section 6.04(i) above to the extent an investment in the amount of such excess would then be permitted under such Section 6.04(i).

(c) Amendment of Section 6.11. Section 6.11 of the Credit Agreement shall be amended and restated in its entirety to read as follows:

“Leverage Ratio. The Consolidated Entities will not permit the Leverage Ratio as determined as of the end of each fiscal quarter of the Consolidated Entities to be greater than 4.00 to 1.00; provided that such ratio shall be (a) 3.50 to 1.00 with respect to the second and third fiscal quarters ending in 2012 and (b) 3.25 to 1.00 with respect to the fourth fiscal quarter ending in 2012 and each fiscal quarter thereafter.”

SECTION 6 Representations of the Borrowers. The Borrowers represent and warrant that:

(a) each of the representations and warranties made by any Loan Party contained in the Credit Agreement or in the other Loan Documents is true and correct in all material respects (if not qualified as to materiality or Material Adverse Effect) or in any respect (if so qualified) on and as of the Incremental Facility Closing Date (as defined below) after giving effect hereto and to any extension of credit requested to be made on the Incremental Facility Closing Date with the same effect as though such representations and warranties had been made on and as of such date;

(b) no Default or Event of Default has occurred and is continuing on and as of the Incremental Facility Closing Date after giving effect hereto and to any extension of credit requested to be made on the Incremental Facility Closing Date;

(c) each Loan Party has the corporate power and authority, and the legal right, to make, deliver and perform this Agreement and the other Loan Documents as modified hereby. Each Loan Party has taken all necessary corporate or other action to authorize the execution, delivery and performance of this Agreement. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement, except for such as have been obtained or made and are in full force and effect or to the extent failure to obtain such authorization or consent or to take such action could not reasonably be expected to result in a Material Adverse Effect. This Agreement has been duly executed and delivered on behalf of each Loan Party. This Agreement constitutes, and each other Loan Document as modified hereby constitutes, a legal, valid and binding obligation of each Loan Party that is a party hereto or thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law);

(d) the execution, delivery and performance of this Agreement and the other Loan Documents as modified hereby (a) do not require any consent or approval of, registration or filing with, or any other action by, any Governmental Authority, except such as have been obtained or made and are in full force and effect or those which the failure to obtain or make could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (b) will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of any Consolidated Entity or any order or decree of any Governmental Authority binding on or affecting any Consolidated Entity where such violation of such order or decree, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, (c) will not violate or result in a default under any indenture, agreement or other instrument binding upon any Consolidated Entity or any of its assets, or give rise to a right thereunder to require any payment to be made by any Consolidated Entity, where such violation or result, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect, and (d) will not result in the creation or imposition of any Lien on any asset of any Consolidated Entity, except pursuant to the terms of any Loan Document; and

(e) after giving effect to the Amendment and the 2011 Incremental Term Loans, the aggregate amount of the Incremental Term Loans and Incremental Revolving Commitment Increases does not exceed the amount of Incremental Term Loans and Incremental Revolving Credit Increases permitted under Section 2.24 of the Credit Agreement.

SECTION 7. Conditions. This Agreement shall become effective as of the first date (the "Incremental Facility Closing Date") when each of the following conditions shall have been satisfied:

(a) the Administrative Agent shall have received from the Required Lenders an executed counterpart hereof or other written confirmation (in form satisfactory to the Administrative Agent) that such party has signed a counterpart hereof;

(b) the Administrative Agent shall have received from the Borrowers and each other Loan Party, each New Incremental Term Lender and the Administrative Agent an executed counterpart hereof or other written confirmation (in form satisfactory to the Administrative Agent) that such party has signed a counterpart hereof;

(c) each of the representations and warranties made by any Loan Party contained in Section 6 above shall be true and correct on and as of the Incremental Facility Closing Date after giving effect hereto and to any extension of credit requested to be made on the Incremental Facility Closing Date with the same effect as though such representations and warranties had been made on and as of such date;

(d) the Parent Borrower and its Subsidiaries are in compliance with Sections 6.10 and 6.11 on a pro forma basis after giving effect to the 2011 Incremental Term Loans and the application of proceeds therefrom as if made and applied on the date hereof;

(e) no Default or Event of Default shall have occurred and be continuing or shall result from the borrowing of the 2011 Incremental Term Loans;

(f) the Administrative Agent shall have received a certificate, dated the Incremental Facility Closing Date and signed by the president or chief financial officer or treasurer of the parent Borrower, confirming the accuracy of the representations and warranties set forth in Section 6 above and confirming the satisfaction of the conditions in clause (e) above;

(g) the Parent Borrower and its Subsidiaries shall be solvent on a consolidated basis after giving effect to the Borrowing of the 2011 Incremental Term Loans and the Administrative Agent shall have received a certificate from the chief financial officer or treasurer of the Parent Borrower, substantially in the form of the solvency certificate delivered by the Parent Borrower on the Closing Date (with such modifications as may be agreed between the Parent Borrower and the Administrative Agent);

(h) the Administrative Agent shall have received, for the ratable benefit of each Lender (as defined under the Credit Agreement immediately prior to the effectiveness of this Agreement) that consents in a timely manner to the Amendment, a consent fee equal to 0.05% of (a) the outstanding principal amount of such Lender's Term Loans immediately prior to the making of the 2011 Incremental Term Loans and (b) such Lender's Revolving Commitment;

(i) the Administrative Agent shall have received all fees and other amounts due and payable by the Borrowers on the Incremental Facility Closing Date, including, to the extent invoiced, reimbursement or payment of all reasonable out-of-pocket expenses required to be reimbursed or paid by the Borrowers (including the reasonable fees, charges and disbursements of counsel for the Administrative Agent) under the Credit Agreement;

(j) the Administrative Agent shall have received such certificates, resolutions or other documents of the Loan Parties as the Administrative Agent may reasonably require in connection herewith, including all documents and certificates it may reasonably request relating to (i) the organization, existence and good standing of each Loan Party, (ii) the corporate or other authority for and validity of this Agreement and (iii) the incumbency of the officers of each Loan Party executing this Agreement, and other matters relevant hereto, all in form and substance reasonably satisfactory to the Administrative Agent;

(k) the Administrative Agent shall have received a written opinion of (i) Davis Polk & Wardwell LLP, counsel to the Parent Borrower and its Subsidiaries, (ii) David Johst, General Counsel for the Consolidated Entities and (iii) NautaDutilh N.V., special Dutch counsel, each dated the Incremental Facility Closing Date and in form and substance reasonably satisfactory to the Administrative Agent; the Borrowers hereby request such counsel to deliver such opinions;

(l) the Administrative Agent shall have received, sufficiently in advance of the Incremental Facility Closing Date, all documentation and other information required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including without limitation the United States PATRIOT Act that has been reasonably requested by the Administrative Agent or the New Incremental Term Lenders a reasonable time in advance of the Incremental Facility Closing Date; and

(m) the Administrative Agent shall have received a notice of borrowing with respect to the 2011 Incremental Term Loans meeting the requirements of Section 2.02 of the Credit Agreement.

SECTION 8. Acknowledgment of New Incremental Term Lenders. Each New Incremental Term Lender expressly acknowledges that neither any of the Administrative Agent, the Syndication Agent, the Co-Documentation Agents nor any Related Party of any of the foregoing (each an "Agent") have made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of a Loan Party or any affiliate of a Loan Party, shall be deemed to constitute any representation or warranty by any Agent to any New Incremental Term Lender. Each New Incremental Term Lender represents to the Agents that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates and made its own decision to provide its 2011 Incremental Term Loans hereunder and enter into this Agreement. Each New Incremental Term Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under the Credit Agreement and the other Loan Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Loan Parties and their affiliates. Each New Incremental Term Lender hereby (a) confirms that it has received a copy of the Credit Agreement and each other Loan Document and such other documents and information as it deems appropriate to make its decision to enter into this Agreement, (b) agrees that it shall be bound by the terms of the Credit Agreement as a Lender thereunder and that it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender, (c) irrevocably designates and appoints the Agents as the agents of such New Incremental Term Lender under the Credit Agreement and the other Loan Documents, and each New Incremental Term Lender irrevocably authorizes each Agent, in such capacity, to take such action on

its behalf under the provisions of the Credit Agreement and the other Loan Documents and to exercise such powers and perform such duties as are delegated to such Agent by the terms of the Credit Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto and (d) specifies as its lending office and address for notices the offices set forth on the administrative questionnaire provided by it to the Administrative Agent prior to the date hereof.

SECTION 9. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

SECTION 10. Confirmation of Guarantees and Security Interests. By signing this Agreement, each Loan Party hereby confirms that (a) the obligations of the Loan Parties under the Credit Agreement as modified hereby (including with respect to the 2011 Incremental Term Loans contemplated by this Agreement) and the other Loan Documents (i) are entitled to the benefits of the guarantees and the security interests set forth or created in the Guarantee Agreement, the Security Documents and the other Loan Documents, (ii) constitute Obligations for purposes of the Credit Agreement, the Guarantee Agreement, the Security Agreement, the Pledge Agreement and all other Security Documents, (iii) notwithstanding the effectiveness of the terms hereof, the Guarantee Agreement, the Security Documents and the other Loan Documents are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects and (iv) each New Incremental Term Lender shall be a "Secured Party" and a "Lender" for all purposes of the Credit Agreement and the other Loan Documents. Each Loan Party ratifies and confirms that all Liens granted, conveyed, or assigned to any Agent by such Person pursuant to each Loan Document to which it is a party remain in full force and effect, are not released or reduced, and continue to secure full payment and performance of the Obligations as increased hereby.

SECTION 11. Credit Agreement Governs. Except as set forth in this Agreement, the 2011 Incremental Term Loans shall be subject to the provisions of the Credit Agreement and the other Loan Documents that apply to "Loans", "Term Loans", "USD Term Loans" and "Incremental Term Loans" thereunder. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic (i.e., "pdf" or "tif") transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 12. Counterparts. This Agreement 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.

SECTION 13. Miscellaneous. This Agreement shall constitute a Loan Document for all purposes of the Credit Agreement and the other Loan Documents. The Borrowers shall pay all reasonable out-of-pocket costs and expenses of the Administrative Agent incurred in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated hereby (including reasonable fees and expenses of Simpson Thacher & Bartlett LLP). The provisions of this Agreement are deemed incorporated into the Credit Agreement as if fully set forth therein. To the extent required by the Credit Agreement, the Borrowers and the Administrative Agent hereby consent to each New Incremental Term Lender that is not a Lender as of the date hereof becoming a Lender under the Credit Agreement on the Incremental Facility Closing Date.

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

CHARLES RIVER LABORATORIES INTERNATIONAL, INC.

By: /s/ Thomas F. Ackerman
Name: Thomas F. Ackerman
Title: Corporate Executive Vice President and Chief
Financial Officer

CHARLES RIVER NEDERLAND B.V.

By: /s/ R.H.W. Funnekotter
Name: R.H.W. Funnekotter
Title:

CHARLES RIVER LABORATORIES, INC.

By: /s/ Thomas F. Ackerman
Name: Thomas F. Ackerman
Title: Corporate Executive Vice President and Chief
Financial Officer

CHARLES RIVER LABORATORIES, INC.
MASSACHUSETTS BUSINESS TRUST

By: /s/ Thomas F. Ackerman
Name: Thomas F. Ackerman
Title: Trustee

[CRL INCREMENTAL SIGNATURE PAGE]

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: /s/ D. Scott Farquhar

Name: D. Scott Farquhar

Title: Vice President

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NEW INCREMENTAL TERM LENDER

JPMORGAN CHASE BANK, N.A., as New Incremental Term Lender

By: /s/ D. Scott Farquhar

Name: D. Scott Farquhar

Title: Vice President

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NEW INCREMENTAL TERM LENDER

BANK OF AMERICA, N.A. as New Incremental Term Lender

By: /s/ Lori Jou Egan

Name: Lori Jou Egan

Title: Vice President

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NEW INCREMENTAL TERM LENDER

RBS CITIZENS, NATIONAL ASSOCIATION, as New Incremental
Term Lender

By: /s/ R. Scott Haskell

Name: R. Scott Haskell

Title: Senior Vice President

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NEW INCREMENTAL TERM LENDER

SOCIETE GENERALE, as New Incremental Term Lender

By: /s/ Ambrish Thalawala

Name: Ambish Thalawala

Title: Managing Director

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NEW INCREMENTAL TERM LENDER

WELLS FARGO BANK, NATIONAL ASSOCIATION, as New
Incremental Term Lender

By: /s/ Scott Santa Cruz

Name: Scott Santa Cruz

Title: Director

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NEW INCREMENTAL TERM LENDER

Sumitomo Mitsui Banking Corp., as New Incremental Lender

By: /s/ Yasuhiko Imai

Name: Yasuhiko Imai

Title: Group Head

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NEW INCREMENTAL TERM LENDER

SUNTRUST BANK, as New Incremental Term Lender

By: /s/ Dana Dhaliwal

Name: Dana Dhaliwal

Title: Director

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NEW INCREMENTAL TERM LENDER

TD BANK, N.A., as New Incremental Term Lender

By: /s/ Jeremiah Hynes

Name: Jeremiah Hynes

Title: Managing Director

[CRL INCREMENTAL SIGNATURE PAGE]

NEW INCREMENTAL TERM LENDER

MIZUHO CORPORATE BANK, LTD., as New Incremental Term
Lender

By: /s/ Bertram H. Tang

Name: Bertram H. Tang

Title: Authorized Signatory

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NEW INCREMENTAL TERM LENDER

KEYBANK NATIONAL ASSOCIATION, as New Incremental Term
Lender

By: /s/ Sukanya V. Raj

Name: Sukanya V. Raj

Title: Vice President & Portfolio Manager

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NEW INCREMENTAL TERM LENDER

DnB NOR Bank, ASA, as New Incremental Term Lender

By: /s/ Geshu Sugandh

Name: Geshu Sugandh

Title: Vice President

By: /s/ Phil Kurpiewski

Name: Phil Kurpiewski

Title: Senior Vice President

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NEW INCREMENTAL TERM LENDER

The Huntington National Bank, as New Incremental Term Lender

By: /s/ Chad A. Lowe

Name: Chad A. Lowe

Title: Vice President

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NEW INCREMENTAL TERM LENDER

COMERCIA BANK, as New Incremental Term Lender

By: /s/ Chris Rice

Name: Chris Rice

Title: Assistant Vice President

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NEW INCREMENTAL TERM LENDER

THE NORTHERN TRUST COMPANY, as New Incremental Term
Lender

By: /s/ Tamara M. Dowd

Name: Tamara M. Dowd

Title: Vice-President

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NEW INCREMENTAL TERM LENDER

PEOPLE'S UNITED BANK, as New Incremental Term Lender

By: /s/ Matthew G. Modish

Name: Matthew G. Modish

Title: Senior Vice-President

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REQUIRED LENDER CONSENT

JPMORGAN CHASE BANK, as a Required Lender

By: /s/ D. Scott Farquhar

Name: D. Scott Farquhar

Title: Vice-President

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REQUIRED LENDER CONSENT

BANK OF AMERICA, N.A., as a Required Lender

By: /s/ Lori Jou Egan

Name: D. Scott Farquhar

Title: Vice-President

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REQUIRED LENDER CONSENT

RBS CITIZENS, NATIONAL ASSOCIATION, as a Required Lender

By: /s/ R. Scott Haskell

Name: R. Scott Haskell

Title: Senior Vice-President

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REQUIRED LENDER CONSENT

Societe Generale as a Required Lender

By: /s/ Ambrish Thanawala

Name: Ambrish Thanawala

Title: Managing Director

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REQUIRED LENDER CONSENT

SUMITOMO MITSUI BANKING CORP, as a Required Lender

By: /s/ Yasuhiko Imai

Name: Yasuhiko Imai

Title: Group Head

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REQUIRED LENDER CONSENT

SunTrust Bank, as a Required Lender

By: /s/ Dana Dhaliwal

Name: Dana Dhaliwal

Title: Director

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REQUIRED LENDER CONSENT

TD Bank, NA, as a Required Lender

By: /s/ Jeremiah Hynes

Name: Jeremiah Hynes

Title: Managing Director

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REQUIRED LENDER CONSENT

Mizuho Corporate Bank, as a Required Lender

By: /s/ Bertram H. Tang

Name: Bertram H. Tang

Title: Authorized Signatory

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REQUIRED LENDER CONSENT

U.S. Bank, National Association as a Required Lender

By: /s/ Jennifer Hwang

Name: Jennifer Hwang

Title: Vice President

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REQUIRED LENDER CONSENT

KEYBANK NATIONAL ASSOCIATION, as a Required Lender

By: /s/ Sukanya V. Raj

Name: Sukanya V. Raj

Title: Vice President

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REQUIRED LENDER CONSENT

DnB NOR Bank, ASA as a Required Lender

By: /s/ Geshu Sugandh

Name: Sukanya V. Raj

Title: Vice President

By: /s/ Phil Kurpiewski

Name: Phil Kurpiewski

Title: Senior Vice President

[CRL INCREMENTAL SIGNATURE PAGE]

REQUIRED LENDER CONSENT

The Huntington National Bank as a Required Lender

By: /s/ Chad A. Lowe

Name: Chad A. Lowe

Title: Vice President

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REQUIRED LENDER CONSENT

SOVEREIGN BANK as a Required Lender

By: /s/ Karen Ng

Name: Karen Ng

Title: Senior Vice President

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REQUIRED LENDER CONSENT

COMERCIA BANK, as a Required Lender

By: /s/ Chris Rice

Name: Chris Rice

Title: Assistant Vice President

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REQUIRED LENDER CONSENT

FIFTH THIRD BANK, as a Required Lender

By: /s/ Joshua N. Livingston

Name: Joshua N. Livingston

Title: Officer

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REQUIRED LENDER CONSENT

RAYMOND JAMES BANK, FSB as a Required Lender ,

By: /s/ Scott G. Axelrod

Name: Scott G. Axelrod

Title: Vice President

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REQUIRED LENDER CONSENT

People's United Bank as a Required Lender

By: /s/ Matthew G. Modish

Name: Matthew G. Modish

Title: Senior Vice President

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REQUIRED LENDER CONSENT

The Northern Trust Company, as a Required Lender

By: /s/ Tamara M. Dowd

Name: Tamara M. Dowd

Title: Vice President

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