

## LOAN AND SECURITY AGREEMENT

Magruder Color Company, Inc.  
Magruder Dry Color LLC  
Graphic Vehicles, Inc.  
Lucent Colors, LLC  
Tritan LLC  
KCW Associates, L.P.  
Neon Associates, LLC  
All with an address of  
1029 Newark Avenue  
Elizabeth, New Jersey 07208-3518

1029 Newark Investment Company LLC  
1029 Newark Avenue  
Elizabeth, New Jersey 07208-3518  
(hereinafter referred to as the "Lender")

THIS LOAN AND SECURITY AGREEMENT ("Agreement") is entered into on October 20, 2005 by and between Magruder Color Company, Inc., a New Jersey corporation, headquartered in Elizabeth, New Jersey ("Magruder"), Magruder Dry Color LLC ("Magruder Dry Color"), Graphic Vehicles, Inc. ("Graphic"), and Lucent Colors, LLC ("Lucent Colors" and, together with Magruder, Magruder Dry Color and Graphic, collectively, the "Borrowers"), each operating as debtors-in-possession under Chapter 11 of the United States Bankruptcy Code, KCW Associates, L.P. ("KCW"), Neon Associates, LLC ("Neon") and Tritan, LLC ("Tritan" and, together with KCW and Neon, the "Guarantors") and 1029 Newark Investment Company LLC (the "Lender").

### WITNESSETH:

WHEREAS, on June 2, 2005, the Borrowers filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code (collectively, the "Cases"), in the United States Bankruptcy Court for the District of New Jersey, which cases are being jointly administered as Bankruptcy Case Number 05-28342 (MS) (the "Bankruptcy Case") (the Borrowers, as debtors in the Bankruptcy Case, are sometimes referred to hereinafter as the "Debtors"); and

WHEREAS, prior to filing the Bankruptcy Case, Magruder entered into a lending arrangement with Wachovia Bank, National Association ("Wachovia") under which Wachovia provided working capital financing to Magruder (the "Wachovia Loans") under a certain Loan and Security Agreement, dated as of January 14, 2005, as amended (the "Wachovia Loan Agreement"), and was granted a security interest in all of the assets of Magruder (the "Magruder Operating Assets"); and

WHEREAS, Magruder Dry Color, Graphic, and Lucent Colors each have guaranteed Magruder's obligations to Wachovia with, *inter alia*, a pledge of all of their assets; and

WHEREAS, after the filing of the Bankruptcy Case, Debtors entered into a further agreement with Wachovia under which Wachovia agreed to provide Debtors with post-petition financing of Debtors' operations, which agreement was approved by that certain Final Order (A) Authorizing Debtors to Obtain Post-Petition Financing and Grant Security Interests and Superpriority Administrative Expense Status Pursuant to 11 U.S.C. §§ 105 and 364(c); (B) Modifying the Automatic Stay Pursuant to 11 U.S.C. § 362; (C) Authorizing the Debtors to Enter Into Agreements with Wachovia Bank, N.A.; and (D) Authorizing the Use of Cash Collateral Pursuant to 11 U.S.C. § 363 and Granting Adequate Protection Pursuant to 11 U.S.C. § 361, entered June 30, 2005 (the "Wachovia Financing Order"); and

WHEREAS, Wachovia is seeking to terminate its continued financing of the Debtors' operations under the Wachovia Financing Order and commence a foreclosure of its security interests in the Debtors' assets, including certain Magruder Operating Assets; and

WHEREAS, Pochteca Corporation, a Delaware corporation ("Pochteca"), has heretofore outlined certain principal terms and conditions by which a newly formed entity ("NEWCO"), of which Pochteca will hold the majority economic interest, proposes to buy (the "Sale") a substantial portion of the Magruder Operating Assets from the Borrowers; and

WHEREAS, Pochteca along with Magruder's principals, Allan Weissglass and Joel Weissglass, have agreed to provide the Debtors with post-petition financing in a principal amount of no more than \$3.5 million, to be approved by the Bankruptcy Court and evidenced by a certain Promissory Note, this Agreement and related guarantees, mortgages and other loan documents (the "DIP Facility") in order to satisfy the outstanding balance due Wachovia and provide Debtors with additional working capital in order to facilitate the process of exploring the possible Sale between Pochteca and Debtors; and

WHEREAS the Lender was formed by and between Pochteca, Allan Weissglass and Joel Weissglass in order to provide the DIP Facility to the Debtors, and

WHEREAS, the Lender anticipates that if an agreement for the Sale is reached, the Magruder Operating Assets shall be sold to NEWCO on or before November 30, 2005, but if no agreement is reached, the Lender shall be entitled to exercise its rights under the DIP Facility and foreclose its security interests against the Debtors' assets, subject to the provisions of this Agreement; and

WHEREAS, on October 12, 2005, and in connection with the Bankruptcy Case, the Debtors made an application pursuant to 11 U.S.C. §§ 362, 363 and 364 and Federal Rules of Bankruptcy Procedure 4001 and 9014 (the "Application") for an Order authorizing the Debtors to, *inter alia*, obtain and incur post-petition financing, on the terms and conditions as more fully disclosed in said Application; and

WHEREAS, on October 20, 2005, the Bankruptcy Court entered an Order (“1029 DIP Order”) pursuant to 11 U.S.C. §§ 362, 363 and 364 and Federal Rules of Bankruptcy Procedure 4001 Authorizing the Debtors to, *inter alia*, Obtain and Incur Post-Petition Financing up to \$3.5 million from Lender pursuant to the terms of the 1029 DIP Order; and

WHEREAS the Lender has agreed to finance on an emergent, interim and final basis, the cash needs of the Debtors by making loans in accordance with the terms of the 1029 DIP Order and this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the conditions and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## SECTION I

### RECITALS; DEFINED TERM

The recitals set forth above are incorporated into this Agreement as if set forth at length herein. Defined terms not otherwise defined herein shall have the same meaning as set forth in the Note (as defined in Section II hereof) and the 1029 DIP Order.

## SECTION II

### AGREEMENT TO LEND/TERM OF LOAN

Subject to the terms and conditions of this Agreement, the 1029 DIP Order and any other loan documents, Lender agrees to advance to Borrowers, on a revolving credit basis, loans in the maximum aggregate principal sum of \$3,500,000.00 (the "Loan"). The Loan shall be evidenced and/or secured by, and subject to, that certain Promissory Note, of today's date, executed by Borrowers in favor of Lender (the "Note"), this Agreement, related guarantees, security agreements, mortgages, pledge agreements, intellectual property security agreements, control agreements, subordination or intercreditor agreements, UCC-1 financing statements and other agreements, instruments and documents relating thereto, now or at any time hereafter executed and/or delivered by Borrowers or any guarantor or other obligor for the Loan or any other party in connection therewith, and the 1029 DIP Order (collectively, the "Loan Documents"). Borrowers promise to and will pay to Lender, in full and in cash, all monies advanced to Borrowers by Lender under the Loan, together with interest at a rate of eight percent (8%) per annum, upon the termination of the Loan as defined in the 1029 DIP Order, the Note and this Agreement. Guarantors guarantee all the Obligations of Borrowers.

All amounts due and owing under the Loan, including without limitation outstanding principal and accrued interest, shall be immediately due and payable upon the earliest to occur of the following (the "Termination Date”):

- (1) February 28, 2006, or such later date as may be agreed upon in writing by the Borrowers and the Lender in Lender's sole discretion;

- (2) The occurrence of any event of default (after the expiration of any applicable cure period), as defined in the 1029 DIP Order, this Agreement, the Note or any other Loan Document;
- (3) The sale of any material portion of the Borrowers' assets without the prior written consent of Lender, excluding any sale of inventory conducted in the ordinary course of the Borrowers' business; or
- (4) The sale of the Magruder Operating Assets to NEWCO; or
- (5) the date of substantial consummation (as such term is defined in Section 1101 of the Bankruptcy Code) of any Plan of Reorganization filed in the Bankruptcy Case, which for purposes hereof, shall be deemed to have occurred no later than the effective date of such Plan of Reorganization.

### **SECTION III**

#### **GRANT OF SECURITY INTEREST**

In order to secure all obligations, liabilities or indebtedness of the Borrowers to the Lender pursuant to the Loan Documents of any kind and description, direct or indirect, voluntary or involuntary, absolute or contingent, due or to become due, or now existing or hereafter incurred or created, including without limitation, the Loans, interest accrued thereon and all related fees, charges and expenses of Lender (collectively, the "Obligations"), Borrowers hereby grant to Lender a continuing lien and mortgage upon and a security interest in all existing and future assets and property (real, tangible and personal) of the Borrowers, whether acquired prior to, concurrently with or after the Petition Date or the date hereof, including, without limitation, general intangibles, patents, trademarks and other intellectual property, inventory, accounts, cash, cash equivalents, securities, rights under license agreements, permits, approvals, contracts, property, plant and equipment, furniture and fixtures, interests in leaseholds and real property, any other security interests and/or liens granted, acknowledged and perfected under the 1029 DIP Order, the terms of which are incorporated herein by reference, now owned or hereafter acquired and wherever located, any additions, accessions, or subtractions therefrom or thereto, and all proceeds and products of the foregoing, but excluding any avoidance power actions the Borrowers may have under Sections 544 through Section 550 and Section 553 of the Bankruptcy Code (collectively, the "Collateral"). Without in any way limiting the foregoing, each Borrower and the Guarantors signatory to this Agreement, acknowledges and agrees that the Collateral shall include all of the collateral mortgaged, pledged or granted under or described in the Wachovia Financing Agreements (as defined in the Wachovia Financing Order) and the other loan and security documents relating to, evidencing or securing the Wachovia Loans and/or the Wachovia Financing Order.

### **SECTION IV**

#### **CONDITIONS TO EFFECTIVENESS**

This Agreement shall become effective after each of the following conditions have been satisfied:

- (1) Bankruptcy Court Order. There shall be in effect a binding order of the Bankruptcy Court authorizing the Borrowers to enter into and perfect their obligations hereunder and providing for such liens, priorities and adequate protection to the Lender as the Lender shall require, such Bankruptcy Court Order to be in a form and substance satisfactory to the Lender;
- (2) Budget. The Lender and Borrowers have reached substantial agreement as to the income and expense budget of the Borrowers for the period covered by this Agreement, and with respect to any reporting requirement on a weekly basis to determine compliance with said budget;
- (3) Other Documents. The Borrowers and the Guarantors shall have executed and delivered, or caused to be executed and delivered, the Note, the other Loan Documents, and such other agreements, documents, certificates, opinions and information, in form and substance satisfactory to Lender, as Lender may require to be executed and/or delivered concurrently herewith, including without limitation, mortgages or deeds of trusts on all of the real property owned by Borrowers and/or the Guarantors, guarantees by the Guarantors and security agreements from such Guarantors covering all of their assets, and stock pledge agreements by Borrowers relating to stock or other equity interests in their subsidiaries. The Lender shall have received such documents evidencing the authority of the corporate officers of each Borrower to operate the business and effectuate the borrowing hereunder.

## SECTION V

### REPRESENTATIONS AND WARRANTIES; COVENANTS

As a material inducement to Lender to make the Loan, each Borrower and Guarantor jointly and severally represents and warrants and covenants to Lender the following, and such representations and warranties and covenants shall continue so long as any of the Loan proceeds or other obligations secured by any of the Loan Documents shall remain outstanding:

A. INCORPORATION BY REFERENCE. Each warranty and representation made by any Borrower or Guarantor in the Loan Documents is true, accurate and complete in all material respects and is incorporated herein by reference.

B. NO VIOLATION. The payment and performance by each Borrower and Guarantor of its obligations hereunder or under any other Loan Document do not constitute a violation of any law, order, regulation, contract or agreement to which it is a party or by which it or its property may be bound; do not require the consent of any party (which has not already been obtained); and do not require any filing or registration with, or any permit, license, consent or approval of any governmental agency or regulatory authority except for the 1029 DIP Order.

C. NO LITIGATION. There is no litigation or arbitration pending, or, to the best of each Borrower's or Guarantor's knowledge, threatened against such Borrower or Guarantor, with the exception of the Bankruptcy Case and litigation stayed thereby, which, if adversely decided, could materially impair the ability of any Borrower or Guarantor to pay and perform its obligations under this Agreement.

D. LOAN DOCUMENTS ENFORCEABLE. The Loan Documents have been duly authorized, executed and delivered and are and shall remain legal, valid and binding instruments, enforceable against each party thereto in accordance with their respective terms.

E. FINANCIAL STATEMENTS. All financial statements delivered to the Lender by the any Borrower or Guarantor (previously or in the future) are and shall be true and correct in all material respects and such statements shall fairly present the financial condition of such parties as of their respective dates.

F. OWNERSHIP OF COLLATERAL. Collateral is and shall be free and clear of all liens, security interests, and claims, except those set forth in the 1029 DIP Order. Each Borrower and Guarantor has and shall have good and marketable title to the Collateral and will warrant and defend the same against all claims. Each Borrower and Guarantor shall use their assets and operate its business only in the ordinary course of business consistent with past practices. Each Borrower and Guarantor shall not (a) sell, transfer, assign, lease or otherwise dispose of (whether in one transaction or a series of transactions) any material portion of its assets (whether now owned or hereafter acquired), except in the ordinary course of business consistent with past practices, (b) consolidate with or merge into any other corporation or other entity or permit any corporation or other entity to merge into it, or (c) form, acquire or conduct business through a subsidiary, except without the prior written consent of Lender.

G. TAXES AND ASSESSMENTS. Each Borrower and Guarantor agrees to presently pay all taxes and assessments upon or for the use of the Collateral that is due and owing prior to the time any penalty will be assessed, provided that such Borrower and Guarantor shall have the right to contest any such taxes and assessments in good faith. At its option, Lender may discharge taxes, liens or other encumbrances at any time levied or placed on the Collateral. Each Borrower and Guarantor agrees to reimburse Lender for any such payment by Lender.

H. PROTECTION OF COLLATERAL. Each Borrower and Guarantor shall take all reasonable steps to preserve and protect the Collateral and Lender's security interest and Borrower shall keep in full force and effect all insurance policies with respect to the Collateral consistent with past practices. Each Borrower and Guarantor shall cause Lender to be named as additional insured, lender loss payee and/or mortgagee on all insurance policies as Lender may require and provide evidence thereof to Lender.

I. ADDITIONAL DOCUMENTS. At any time and from time to time upon Lender's request and at each Borrower's and Guarantor's sole expense, each Borrower and Guarantor will promptly and duly execute and/or deliver such further agreements, mortgages, instruments, certificates and other documents and do such further acts and things as Lender may request in order to document, evidence or memorialize the Loans, any liens or security interests of Lender or any other

transactions contemplated hereunder, or to obtain the full benefits of this Agreement and the other Loan Documents and the rights and powers herein and therein granted, including the filing of any financing or continuation statements and amendments thereto under the Uniform Commercial Code in effect in any jurisdiction and any and all other recording documents with respect to the liens and security interests of Lender under the Loan Documents. Each Borrower and Guarantor also hereby authorizes Lender to file any such financing or continuation statement without the signature of any Borrower or Guarantor to the extent permitted by applicable law.

## SECTION VI

### EVENTS OF DEFAULT

The following shall be an "event of default" under the Loan (an "Event of Default"): (a) the failure of the Borrower to make any payment of interest or principal due upon the occurrence of the Termination Date; (b) the appointment of a Chapter 11 Trustee in the Borrower's Bankruptcy Case; (c) the dismissal of the Bankruptcy Case; (d) the conversion of any of the Debtors' Bankruptcy Cases to one under Chapter 7 of the Bankruptcy Code; (e) the granting of relief from the automatic stay to the holder of any lien or security interest in any asset of the Debtors to which the Lender did not consent to in writing; (f) the failure by the Debtors to comply with the budget and permitted variances as set forth in the DIP Financing Orders; (g) the occurrence of any other default in any term, covenant or condition hereunder (after the expiration of any applicable cure period) or any Event of Default under the 1029 DIP Order or the Note; (h) the occurrence of an event of default under any of the other Loan Documents (after the expiration of any applicable cure period); or (i) any of the 1029 DIP Order shall be reversed or modified in any material respect or any further order of the Bankruptcy Court shall adversely effect the Lender's Collateral or its right under the Loan in any material respect.

## SECTION VII

### OTHER REQUIREMENTS AND PROVISIONS

A. MISCELLANEOUS. In addition to all of the other terms and conditions of this Agreement, Borrowers hereby covenant and agree to the following:

1. Remedies Cumulative. The rights and remedies of Lender as provided herein and in the other Loan Documents shall be cumulative and concurrent, may be pursued separately, successively or together against the Borrowers, Guarantors or any Collateral for payment of amounts due hereunder, at the sole discretion of Lender, may be exercised as often as occasion therefor shall arise, and shall be in addition to any other rights or remedies conferred upon Lender at law or in equity. The failure, at any one or more times, of Lender to exercise any such right or remedy shall in no event be construed as a waiver or release thereof. Lender shall have the right to take any action it deems appropriate without the necessity of resorting to the Collateral securing this Agreement.

2. Integration. This Agreement and the other Loan Documents constitute the sole agreement of the parties with respect to the transaction contemplated hereby and supersede all oral negotiations and prior writings with respect thereto.

3. Fees and Expenses. Each Borrowers and Guarantors jointly and severally agree to pay, reimburse, indemnify and hold harmless, Lender and its directors, officers, members, managers, employees, agents and representatives from and against any and all actions, costs, damages, disbursements, expenses (including reasonable attorneys' fees), judgments, liabilities, losses, obligations, penalties and suits of any kind or nature whatsoever with respect to: (i) the collection or enforcement of any of the Obligations, or the administration, proof or allowability of any claim arising under any of the Loan Documents, whether arising out or in connection with any litigation, bankruptcy or receivership proceeding or otherwise, including the Bankruptcy Case, whether now or hereafter suffered, incurred, paid or expended; (ii) any claim of third parties, and the prosecution or defense thereof, arising out of or in any way connected with any of the Loan Documents; (iii) any and all search, termination, discharge, recording and filing fees or taxes relating to any of the Loan Documents and/or any of the documents relating to the financing from Wachovia, and any and all liabilities with respect thereto; and (iv) hazardous discharges, environmental complaints, environmental problems or conditions, cleanup costs, consultants' fees or the violation of any environmental law or any environmental liability, with respect to any property now or previously owned, leased or operated by any Borrower or Guarantor. Without limiting the foregoing, if Lender retains the services of counsel by reason of a claim of a default or an Event of Default hereunder or under any of the other Loan Documents, or on account of any matter involving this Agreement, or for examination of matters subject to Lender's approval under the Loan Documents, all costs of suit and all reasonable attorneys' fees, and such other reasonable expenses so incurred by Lender shall forthwith, on demand, become due and payable and shall be evidenced hereby.

4. No Implied Waiver. Lender shall not be deemed to have modified or waived any of its rights or remedies hereunder unless such modification or waiver is in writing and signed by Lender, and then only to the extent specifically set forth therein. A waiver in one event shall not be construed as continuing or as a waiver of or bar to such right or remedy on a subsequent event. After any acceleration of, or the entry of any judgment on, this Agreement, the acceptance by Lender of any payments by or on behalf of the Borrowers on account of the indebtedness evidenced by this Agreement shall not cure or be deemed to cure any Event of Default or reinstate or be deemed to reinstate the terms of this Agreement absent an express written agreement duly executed by Lender and the Borrowers.

5. No Usurious Amounts. Anything herein contained to the contrary notwithstanding, the Borrowers do not agree and shall not be obligated to pay interest on the Loan at a rate which is in excess of the maximum rate permitted by law. If by the terms of this Agreement, the Borrowers are at any time required to pay interest at a rate in excess of such maximum rate, the rate of interest under this Agreement shall be deemed to be immediately reduced to such maximum legal rate and the portion of all prior interest payments in excess of such maximum legal rate shall be applied to and shall be deemed to have been payments in reduction of the outstanding principal balance. The Borrowers agrees that in determining whether or not any interest payable under this Agreement exceeds the highest rate permitted by



law, any non-principal payment, including without limitation, late charges, shall be deemed to the extent permitted by law to be an expense, fee, premium or penalty rather than interest.

6. Partial Invalidity. The invalidity or unenforceability of any one or more provisions of this Agreement shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

7. Binding Effect. The covenants, conditions, waivers, releases and agreements contained in this Agreement shall bind, and the benefits thereof shall inure to, the parties hereto and their respective heirs, executors, administrators, successors and assigns; provided, however, that this Agreement cannot be assigned by any Borrower or Guarantor without the prior written consent of Lender, and any such assignment or attempted assignment by any Borrower or Guarantor shall be void and of no effect with respect to Lender absent such consent.

8. Modifications. This Agreement may not be supplemented, extended, modified or terminated except by an agreement in writing signed by the party against whom enforcement of any such waiver, change, modification or discharge is sought.

9. Jurisdiction. Each Borrower and Guarantor hereby acknowledge and agree that it may be served, by regular or certified mail, any notice, process or pleading in any action or proceeding against it arising out of or in connection with this Agreement or any other Loan Document; and each Borrower and Guarantor hereby consents that any action or proceeding against it be commenced and maintained in any court within the State of New Jersey or in the United States District Court and/or United States Bankruptcy Court for the District of New Jersey by service of process on any such owner, partner and/or officer; and each Borrower and Guarantor agrees that the courts of the State of New Jersey and the United States District Court and/or United States Bankruptcy Court for the District of New Jersey shall have jurisdiction with respect to the subject matter hereof and the person of the Borrowers. Each Borrower and Guarantor agrees not to assert any defense to any action or proceeding initiated by Lender based upon improper venue or inconvenient forum.

10. Notices. All notices and communications under this Agreement shall be in writing and shall be given by either (a) hand-delivery, (b) first class mail (postage prepaid), or (c) reliable overnight commercial courier (charges prepaid), to the addresses listed herein. Notice shall be deemed to have been given and received: (i) if by hand delivery, upon delivery; (ii) if by mail, three (3) calendar days after the date first deposited in the United States mail; and (iii) if by overnight courier, on the date scheduled for delivery. A party may change its address by giving written notice to the other party as specified herein.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey without regard to conflicts of law principles.

12. Waiver of Jury Trial. EACH BORROWER AND GUARANTOR AND LENDER AGREE THAT ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY LENDER OR ANY BORROWER OR GUARANTOR, ON OR WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. LENDER AND EACH BORROWER AND GUARANTOR HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND INTELLIGENTLY, AND WITH THE ADVICE OF THEIR RESPECTIVE COUNSEL, WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. FURTHER, EACH BORROWER AND GUARANTOR WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. EACH BORROWER AND GUARANTOR ACKNOWLEDGES AND AGREES THAT THIS SECTION IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT LENDER WOULD NOT EXTEND CREDIT TO THE BORROWERS IF THE WAIVERS SET FORTH IN THIS SECTION WERE NOT A PART OF THIS AGREEMENT.

[Signatures on following pages]

IN WITNESS WHEREOF, Borrowers, Guarantors and the Lender have executed this Agreement as of the date and year first written above.

BORROWER:

ATTEST:

MAGRUDER COLOR COMPANY, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

ATTEST:

MAGRUDER DRY COLOR, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

ATTEST:

LUCENT COLORS, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

ATTEST:

GRAPHIC VEHICLES, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

ATTEST:

\_\_\_\_\_

WITNESS:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

GUARANTORS:

TRITAN, LLC

By: \_\_\_\_\_

Name:

Title:

KCW ASSOCIATES, L.P.

By: \_\_\_\_\_

Name:

Title:

NEON ASSOCIATES, LLC

By: \_\_\_\_\_

Name:

Title:

LENDER:

1029 NEWARK INVESTMENT  
COMPANY LLC

By: \_\_\_\_\_

Name:

Title: Managing Member