

TERM LOAN

Amount:	\$92.5 million Term Loan, to be distributed <i>pro rata</i> to the holders of Secured Claims for First Lien Debt in partial satisfaction and discharge of such claims.
Interest Rate:	LIBOR Rate (subject to a minimum LIBOR Rate of 4.00%) plus 6.25% with interest periods of one, three and six months.
Covenants:	Incurrence covenants substantially similar to those in the First Lien Credit Agreement; <i>provided</i> that the Borrower shall be permitted to make tax-sharing payments to Parent and/or to declare and pay dividends and similar distributions to the Parent to enable Parent to pay any tax liability; and provided further that the reorganized Debtors shall be permitted to prepay an allowed Claim only to the extent that the holders of such Claim restores credit terms to the reorganized Debtors substantially similar to the most favorable terms such holder extended to such companies prepetition. Financial covenants will include a Maximum Total Leverage test and a Minimum Interest Coverage test.
Events of Default:	Substantially similar to those in the First Lien Credit Agreement; provided, that the ownership threshold that triggers a Change of Control default shall be, in the case of AEP and related parties, 45%, and otherwise 51%, of the issued and outstanding shares of New Common Stock.
Maturity Date:	Fifth (5 th) anniversary of the Plan Effective Date.
Amortization:	The Term Loan shall have quarterly amortization payments equal to 0.25% of the initial principal amount thereof.
Prepayment:	<p>Prepayable at any time subject to payment of the following premiums:</p> <p>Prior to 1st anniversary of Plan Effective Date: 103%</p> <p>Prior to 2d anniversary of Plan Effective Date: 102%</p> <p>Prior to 3d anniversary of Plan Effective Date: 101%</p> <p>Thereafter: 100%.</p> <p>Customary mandatory prepayments for asset sales, debt incurrence (with applicable premium) and excess cash flow.</p>
Collateral and Guarantees:	<p>First lien on: capital stock of Borrower and all domestic Subsidiaries; 65% of capital stock of any foreign subsidiaries; and property, plant and equipment of Borrower and all Guarantors.</p> <p>Second lien on: accounts receivable, inventory and related intangibles of</p>

	<p>Borrower and all Guarantors.</p> <p>Guaranteed by all Guarantors.</p> <p>Intercreditor agreement with Exit Facility in form and substance satisfactory to Exit Facility lender and Term Loan administrative agent</p>
Other terms:	Other terms and conditions to be determined with reference to the First Lien Credit Agreement and market conditions.