EXHIBIT VII

Stockholders Agreement

SUMMARY PROVIDED
FULL AGREEMENT TO BE SUPPLIED

TERMS OF STOCKHOLDERS AGREEMENT

Board of Directors:	If the "No New Money" alternative is confirmed, the board of directors of Parent (the "Board") shall be comprised of five directors, consisting of, initially, (i) the Chief Executive Officer of Parent or, if the individual serving as CEO on the Plan Effective Date shall thereafter cease to be CEO, a replacement director elected by a majority of the remaining directors, and (ii) four individuals designated prior to the confirmation hearing on the Plan by the holders of a majority in dollar amount of First Lien Debt at the time of the hearing to approve the Disclosure Statement on the Plan, acting through the First Lien Agent ("Majority First Lien Lenders"); thereafter, such directors shall be designated for election by holders of a majority of shares of New Common Stock beneficially owned by (x) the First Lien Lenders on the Plan Effective Date (the "First Lien Signatories") and (y) permitted transferees of the First Lien Signatories, excluding transferees in transfers pursuant to a public offering, pursuant to Rule 144 under the Securities Act after a public offering and pursuant to the tag-along rights provision, and excluding in the case of each of clauses (x) and (y) above any such stockholder who, collectively with its affiliates, beneficially own less than 2.5% of the shares of New Common Stock then outstanding (such post-emergence designating holders, the "Majority First Lien Stockholders"). If the "New Money" alternative is confirmed, the Board shall be comprised of up to seven directors, five directors selected as specified above and (i) so long as AEP, together with its affiliates, beneficially owns at least 20% of the shares of New Common Stock then outstanding, two directors appointed by AEP or (ii) so long as AEP, together with its affiliates, beneficially owns less than 20% but at least 10% of the shares of New Common Stock then outstanding, one director appointed by AEP (in which case the Board shall be comprised of six directors). On the Plan Effective Date, AEP shall appoint Mr. Thomas Berglund and Mr. Roberto Buaron as AEP Directors, or substitutes for either or both designated by AEP, which substitutes must be reasonably acceptable to the Majority First Lien Lenders, if designated prior to the Plan Effective Date, or a majority of the other directors, if designated after the Plan Effective Date; *provided* that it is acknowledged and agreed that any of John Dezio, James Grover and Emilio S. Pedroni shall be reasonably acceptable. AEP's designees are referred to herein as "AEP Directors". If the "No New Money" alternative is confirmed, the Board shall be divided into 3 classes. Class I shall consist of the Chief Executive Officer and shall have a term initially expiring at the first annual meeting of Parent's stockholders after the Plan Effective Date. Class II shall consist of two directors designated pursuant to clause (ii) above and shall have a term initially expiring at the second annual meeting of Parent's stockholders after the Plan Effective Date. Class III shall consist of the remaining directors and shall have a term initially expiring at the third annual meeting of Parent's stockholders after the Plan Effective Date. All directors shall serve for terms of three years after the expiration of these initial terms. If the "New Money" alternative is confirmed, the Board shall be divided into 3

	classes. Class I shall consist of the Chief Executive Officer and one director designated by the Majority First Lien Lenders or the Majority First Lien Stockholders, as the case may be, and shall have a term initially expiring at the first annual meeting of Parent's stockholders after the Plan Effective Date. Class II shall consist of one director designated by the Majority First Lien Lenders or the Majority First Lien Stockholders, as the case may be, and one AEP Director, and shall have a term initially expiring at the second annual meeting of Parent's stockholders after the Plan Effective Date. Class III shall consist of the remaining directors and shall have a term initially expiring at the third annual meeting of Parent's stockholders after the Plan Effective Date. All directors shall serve for terms of three years after the expiration of these initial terms. Upon expiration of each director's term, the parties originally entitled to appoint such director shall be entitled to re-appoint such director or appoint a substitute director. All shareholders shall agree to vote their shares of New Common Stock in accordance with the designations set forth above. Except as set forth herein, all actions shall require a simple majority of the Board.
General Transfer Restrictions:	No holder of New Common Stock, common stock equivalents or other equity securities, including Parent Preferred, shall directly or indirectly sell, offer, transfer, assign, distribute, exchange, mortgage, pledge, hypothecate or otherwise dispose of (a "transfer") such equity securities in a manner that violates the provisions of the Stockholders Agreement, the Registration Rights Agreement or any applicable federal or state securities laws. Transfers that are exempt from opinion requirement: (x) transfers by a transferor which (i) beneficially owns less than 10% of the shares of New Common Stock or Parent Preferred, as the case may be, then outstanding, (ii) is not an affiliate of Parent and (iii) delivers to Parent a certificate certifying clauses (i) and (ii) and no view to a subsequent distribution, (y) transfers in compliance with Rule 144 under the Securities Act or (z) transfers to Parent pursuant to the repurchase provisions of the Management Equity Plan or the Independent Director Equity Plan, redemption of Parent Preferred or transfer of Warrants in connection with a Change of Control. No transfer, other than transfers pursuant to (i) clause (z) above, (ii) a public offering or (iii) transfers pursuant to Rule 144 under the Securities Act after a public offering, shall be permitted unless and until the proposed transferee or transferees shall agree in writing to become bound, and becomes bound, by all of the terms of the Stockholders Agreement. Except for transfers in connection with a public offering or transfers in connection with the exercise of a Drag-Along Right (described below), no transfer to any competitor of Parent shall be permitted without the prior written consent of the Board. No transfer shall be permitted if, after giving effect to such transfer, Parent shall be required to become a reporting company under the Securities Exchange Act of 1934 (the "Exchange Act").

	Subject to the transfer restrictions described above, each holder shall be entitled to transfer its New Common Stock, common stock equivalents and other equity securities, including Parent Preferred, to any of its affiliates who agrees to become bound, and becomes bound, by all the terms of the Stockholders Agreement.
Tag-Along Rights:	Any transfer of shares of New Common Stock representing at least 10% of such shares outstanding by any common stockholder or two or more common stockholders acting in concert with respect to such transfer, *provided* that such common stockholder or common stockholders collectively own 25% or more of the then outstanding shares of New Common Stock shall give rise to Tag-Along Rights. A transferring holder of New Common Stock shall send notice of a proposed transaction to the other common stockholders at least 30 days before the closing of the proposed transaction. Electing stockholders shall have 20 days in which to elect to exercise their Tag-Along Rights. Electing holders of common stock may sell up to the number of shares of common stock equal to the product of (x) the quotient of the number of shares of common stock owned by such electing stockholder divided by the sum of the total number of shares of common stock held by the transferring holder and all electing stockholders and (y) the total number of shares of common stock being offered by the transferring holder(s) of common stock. Electing holders of common stock shall agree to sell their shares of common stock at the same price and upon the same terms as to be paid and given to the transferring holder of common stock; *provided*, that in order to be entitled to exercise its right to sell shares of common stock, an electing stockholder must agree to make the same representations, warranties, covenants, indemnities and agreements as the transferring holder agrees to make in connection with the proposed transfer (except in the case of representations and warranties pertaining specifically to the transferring holder, an electing stockholder shall make the comparable representations and warranties pertaining specifically to itself, and in the case of covenants or agreements capable of performance only by certain stockholders, such covenants or agreements shall be made only by such certain stockholders), and all representations, warranties, covenants, agreements and indemnities made by the transferring holder and the electing stockholders pertaining specifically to themselves shall be made by each of them severally and not jointly; and *provided further*, that each of the transferring holder and each electing stockholder shall be severally (but not jointly) liable for breaches of representations, warranties, covenants and agreements of or (in the case of representations and warranties) pertaining to Parent and its subsidiaries, and for indemnification obligations arising out of or relating to any such breach or otherwise pertaining to Parent and its subsidiaries, on a *pro rata* basis (based on the number of shares of common stock sold by each transferring holder and each electing stockholder), such liability of each such stockholder not to exceed such stockholder's *pro rata* portion of the gross proceeds of the sale; *provided further* that no such holder shall be required to enter into a non-competition covenant. The Tag-Along Rights shall not apply to offers and sales of common stock in

	a public offering or pursuant to Rule 144 under the Securities Act.
Drag-Along Rights:	If a person, or two or more persons acting in concert with respect to the sale of their shares of New Common Stock, that owns or own at least a majority of the then outstanding shares of New Common Stock (the "Selling Stockholder") receives an offer from a third party (excluding Parent and its subsidiaries and affiliates of such person or persons) to purchase all of the outstanding shares of New Common Stock, and such offer is accepted by the Selling Stockholder(s) (the "Drag Transaction"), the Selling Stockholder(s) shall have the right to require each other stockholder to transfer all of its shares of common stock to such third party. Dragged-along holders are required to sell their securities on the same terms of the offer so accepted by the Selling Stockholder(s), including making the same representations, warranties, covenants, indemnities and agreements that the Selling Stockholder(s) agrees to make (except that in the case of representations and warranties pertaining specifically to the Selling Stockholder(s), each other stockholder shall make the comparable representations and warranties pertaining specifically to itself, and in the case of covenants or agreements capable of performance only by certain stockholders, such covenants or agreements shall be made only by such certain stockholders) and *provided*, that all representations, warranties, covenants, agreements and indemnities made by the stockholders pertaining specifically to themselves shall be made by each of them severally and not jointly; and *provided further*, that each stockholder shall be severally (but not jointly) liable for breaches of representations, warranties, covenants and agreements of or (in the case of representations and warranties) pertaining to Parent and its subsidiaries, and for indemnification obligations arising out of or relating to any such breach or otherwise pertaining to Parent and its subsidiaries, on a *pro rata* basis (based on the number of shares of common stock sold by each stockholder and each of the other stockholders), such liability of each such stockholder not to exceed such stockholder's *pro rata* portion of the gross proceeds of the sale; *provided further* that no such holder shall be required to enter into a non-competition covenant. The Selling Stockholder(s) shall notify the other stockholders of the proposed Drag Transaction no less than 30 days prior to its closing. The Drag-Along Rights shall not apply to offers and sales of common stock in a public offering or pursuant to Rule 144 under the Securities Act.
Right of First Refusal:	No holder of New Common Stock or common stock equivalents shall transfer any of such securities to AEP without first disclosing the proposed terms of such transfer to Parent and all other holders of New Common Stock and affording (i) Parent and, if Parent does not exercise its right of first refusal, then (ii) such other holders, on a *pro rata* basis, the right and opportunity to acquire such securities on the proposed terms; *provided* that if neither Parent nor any such other holder exercises its right of first refusal, the transferring holder may transfer such securities to AEP.
Participation Rights:	Parent shall not issue additional common stock or common stock equivalents to any person unless, prior to such issuance, Parent notifies each stockholder

	beneficially owning (collectively with its affiliates) at least 2.5% of the then outstanding shares of common stock (collectively with its affiliates, an "Eligible Stockholder") of the proposed issuance and grants to such Eligible Stockholder the right to subscribe for and purchase, at the same price and upon the same terms and conditions as set forth in the notice of such issuance, a portion of such additional common stock or common stock equivalents proposed to be issued in the issuance (i) in the case of an issuance of common stock or common stock equivalents, such that immediately after giving effect to the issuance and the exercise of the right, the shares of common stock beneficially owned by such Eligible Stockholder and its affiliates shall represent the same percentage as was beneficially owned by such Eligible Stockholder and its affiliates immediately prior to the issuance; and (ii) in the case of an issuance of other capital stock or capital stock equivalents, equal to the percentage of common stock that was beneficially owned by such Eligible Stockholder and its affiliates immediately prior to the issuance. Participation rights shall not apply to any issuance (i) made in payment of the purchase price of assets acquired by Parent or any of its subsidiaries, (ii) (A) of options granted to directors, officers or employees of Parent or its subsidiaries, or issuance of common stock upon the exercise of such options, (B) otherwise in accordance with the terms of a stock option plan or other equity-based compensation plan of Parent or its subsidiaries, including any exercise or conversion related thereto, or (C) upon exercise of the Warrants, (iii) pursuant to a public offering, (iv) of equity interests issued as dividends or distributions to holders of common stock, generally, on a *pro rata* basis, (v) of other capital stock or capital stock equivalents issued as dividends or distributions to holders of other capital stock or capital stock equivalents, generally, on a *pro rata* basis, or (vi) pursuant to the exchange, exercise or conversion of any equity interest that is either (A) outstanding on the date hereof or (B) outstanding after the date hereof so long as the Eligible Stockholders have had an opportunity to exercise the participation rights granted to such Eligible Stockholders with respect to the underlying equity interest, or such equity interest was issued pursuant to clause (i), (ii), (iii), (iv), or (v). Nothing in this section shall be deemed to prevent any person from purchasing for cash any additional common stock or common stock equivalents issued by Parent without first complying with the provisions of this section; provided that, in connection with such purchase, (i) the Board has determined in good faith that (A) Parent needs a prompt cash investment, (B) no alternative financing on terms no less favorable to Parent in the aggregate is available on a no less timely basis and (C) the delay in complying with the participation rights provision would reasonably likely to adversely affect Parent, (ii) the purchasing holder or Parent gives prompt notice to the Eligible Stockholders of such investment, and (iii) the purchasing holder or Parent takes all necessary steps to enable the Eligible Stockholders to exercise their rights to purchase their *pro rata* share following the initial prompt cash investment.
Protective Provisions:	In addition to any other voting rights provided by applicable law, approval by 80% of the outstanding shares of New Common Stock will be required so long as AEP and its affiliates collectively beneficially own at least: (i) the number of shares of New Common Stock issued to AEP on the Plan Effective Date; or (ii) 20% of the shares of New Common Stock then outstanding, in order to: (a)

	sell Morton on or prior to the eighteen month anniversary of the Plan Effective Date, (b) sell Brown or BHM on or prior to the twenty-four month anniversary of the Plan Effective Date, (c) adopt or effect any plan for the dissolution, reorganization or voluntary liquidation of the Company (other than the Plan contemplated hereby or any petition for relief under the federal bankruptcy laws), (d) amend the foregoing provisions or provisions of Parent's by-laws relating to the designation of AEP Directors, (e) on or prior to the eighteen month anniversary of the Plan Effective Date, effect an issuance of equity or equity-linked securities by the Company (i) for consideration that is less than the fair market value thereof or (ii) that dilutes the voting power of holders of shares of New Common Stock, (f) on or prior to the eighteen month anniversary of the Plan Effective Date, reclassify any equity or equity-linked securities or (g) amend any provision relating to the foregoing clauses (a) through (f) during the relevant period stated therein. The voting rights set forth in clauses (a) through (g) above shall terminate in the event that BHM shall fail to make any interest payments on the Exit Facility or the Term Loan, subject to a 30-day cure period.
Request Right:	On or after the fourth anniversary of the Plan Effective Date, so long as any stockholder of Parent and its affiliates collectively beneficially own at least 20% of the shares of New Common Stock then outstanding, such stockholder shall have the right to request in writing that the Board evaluate in good faith whether or not a sale of Parent, an IPO or other strategic alternative should be pursued by Parent, and the Board shall be obliged to conduct such evaluation.
Information Rights:	Parent shall provide stockholders with annual, quarterly and monthly financial reports and reasonable access to personnel, and books and records.
Amendment:	The Stockholders Agreement may be amended only by a written instrument signed by (a) Parent; (b) the Majority First Lien Stockholders, and (c) stockholders party to the Stockholders Agreement beneficially owning a majority of the then outstanding shares of New Common Stock beneficially owned by all stockholders party to the Stockholders Agreement, *provided*, however, that no such amendment shall materially adversely change the rights or obligations of any stockholder disproportionately generally vis a vis other stockholders party to the Stockholders Agreement without the written approval of such disproportionately affected stockholder.
Termination:	The Stockholders Agreement shall terminate on the first to occur of (a) a Change of Control (as defined), (b) the sale of all or substantially all of BHM's assets (other than to a subsidiary or affiliate of BHM), (c) the liquidation of BHM, or (d) the IPO of Parent. For the avoidance of doubt, it is acknowledged that the Stockholders Agreement may also be terminated through the amendment process described in the immediately preceding section.