

■ The key terms of the Plan Support Agreement include:³

- Section 2 – No Material Changes to Plan. The Supporting Parties agree that the Plan and related term sheet (the “**Plan Term Sheet**”) are acceptable in all respects and that no material changes that conflict with the Plan Term Sheet or Plan Support Agreement may be made to the Plan without the approval of each of the Creditors’ Committee and the Consenting Holders owning more than 50% of the Voted Debt held by all of the Consenting Holders in each Debt Class (the “**Required Consenting Holders**”).
- Section 4(a) – Supporting Parties’ Support for Plan. The Supporting Parties will not, among other things, object to the confirmation of the Plan, otherwise oppose the Plan or related documents consistent with the Plan Support Agreement (the “**Approved Plan Documents**”), vote (to the extent applicable) for, consent to or support any competing plan of reorganization, or take any action that is inconsistent with, or that would materially delay, the confirmation or consummation of the Plan.
- Section 4(b)(i) – Consenting Holders’ Agreement to Vote for Plan. Upon solicitation of the Consenting Holders’ votes in a manner consistent with the requirements of sections 1125 and 1126 of the Bankruptcy Code, each Consenting Holder agrees to timely vote in favor of the Plan and not change or withdraw such vote. However, if the Plan Support Agreement terminates, the Consenting Holder’s vote in favor of the Plan shall be void *ab initio*.

- Section 4(b)(iii) – Transfer Restrictions on Consenting Holders. A Consenting Holder can transfer its Debt, Claims or Interests to any party who (a) is another Consenting Holder or (b) agrees, through execution of a joinder, to be bound by the terms of the Plan Support Agreement. A transfer by a Consenting Holder that does not satisfy either of the preceding criteria will be void *ab initio*. Additionally, if a Consenting Holder acquires additional Debt, Claims or Interests, such additional Debt, Claims or Interests will be subject to the terms of the Plan Support Agreement (including the Consenting Holders’ voting requirements).
- Section 5 – Agreements of the Company. Subject to the exercise of their fiduciary duty, the Debtors agree to, among other things, execute the Plan Support Agreement immediately upon Court approval, and use reasonable best efforts to obtain Court approval of the Disclosure Statement and confirmation of the Plan. In addition, the Debtors agree to pay the reasonable, documented and necessary out-of-pocket fees and expenses incurred by the Ad Hoc Bondholders’ Committee, not to exceed \$7 million, on the effective date of the Plan, so long as none of the Consenting Holders has breached the Plan Support Agreement and provided that the Plan Support Agreement has not terminated pursuant to Sections 7(a), 7(c), 7(e), 7(j), 7(n) or 7(o) of the agreement.
- Section 7 – Termination. The Plan Support Agreement will terminate upon the earliest of the following events, among others:
 - The Court does not enter an order approving the Plan Support Agreement and the Debtors’ entry into it at or in connection with the Court’s hearing to approve the Disclosure Statement. Plan Support Agreement § 7(a).
 - 5:00 P.M. prevailing Eastern Time on: (a) August 15, 2010 unless the Company has commenced solicitation of votes for the Plan; (b) October 15, 2010 if the Plan has not been confirmed by the Court at such time; and (c) the date that is 30 calendar days following entry of the Court’s order confirming the Plan if there has not been substantial consummation of the Plan. Plan Support Agreement §§ 7(b), (c) and (d).
 - The occurrence of a “**Material Adverse Event**,” which means any event or occurrence which has resulted in or would reasonably be expected to result in, a material adverse change in the business, condition, operations, performance, properties, contingent liabilities or material agreements of the Debtors such that, taken as a whole, there has been or is reasonably expected to be a materially adverse impact to the feasibility or confirmability of the Plan or the Debtors’ prospects after emerging from chapter 11. Plan Support Agreement § 7(e).
 - The Debtors file, propose or otherwise support a plan of reorganization other than the Plan. Plan Support Agreement § 7(h).

- The material breach of the Plan Support Agreement by either the Debtors or the Supporting Parties, which material breach remains uncured for five days after receipt of written notice of such material breach. Plan Support Agreement §§ 7(i), (j) and (k).
- A material amendment or modification by the Debtors of the Plan or any Approved Plan Document that is materially inconsistent with the Plan or Plan Support Agreement and not acceptable to the Creditors' Committee and the Required Consenting Holders. Plan Support Agreement §§ 7(l), (m).
- The Court grants relief that is inconsistent with the Plan Support Agreement or the Plan in any material respect. Plan Support Agreement § 7(n).
- The consummation of the Restructuring contemplated by the Plan. Plan Support Agreement § 7(p).
- Section 26 – Fiduciary Duties. Nothing in the Plan Support Agreement shall require the Creditors' Committee (and its members and professionals) or the Debtors (and their directors, officers and professionals) to take any action (or refrain from taking any action) that is inconsistent with their fiduciary obligations under applicable law.

Additionally, without in any way limiting the foregoing, (a) the Creditors' Committee and the Consenting Holders expressly acknowledge that the Debtors will continue to engage in discussions with, and provide access to information and management to facilitate the efforts by, the Equity Committee with respect to the Equity Committee's efforts to secure alternate equity financing for the Debtors, all to the extent that the Debtors determine in good faith, after consultation with counsel, that such continued participation is an appropriate exercise of the Debtors' fiduciary duties, and (b) the Debtors and the Consenting Holders expressly acknowledge that the Creditors' Committee may continue to engage in discussions with other parties in interest, including the Equity Committee, in an effort to resolve matters related to the Debtors' restructuring and confirmation of a plan of reorganization.

Notwithstanding the foregoing, the Creditors' Committee will not violate the terms of the Plan Support Agreement if it supports or does not oppose an alternative plan of reorganization that provides for the payment in full, in cash, of all allowed unsecured claims against the Debtors or such other treatment as the Creditors' Committee determines is consistent with its fiduciary duties.