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**SECOND AMENDED AND RESTATED CREDIT AGREEMENT  
(POST-PETITION SUPERPRIORITY)**

dated as of March \_\_, 2009

among

MORTON INDUSTRIAL GROUP, INC.,

MMC PRECISION HOLDINGS CORP.,

VARIOUS FINANCIAL INSTITUTIONS,

and

NATIONAL CITY BANK,  
as Administrative Agent and Lead Arranger

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This SECOND AMENDED AND RESTATED CREDIT AGREEMENT (POST PETITION SUPERPRIORITY) dated as of March \_\_, 2009 (this "Agreement") is entered into among MORTON INDUSTRIAL GROUP, INC., a Delaware corporation (the "Company"), MMC PRECISION HOLDINGS CORP., a Delaware corporation (the "Parent"), various financial institutions (together with their respective successors and registered assigns, the "Lenders") and NATIONAL CITY BANK (in its individual capacity, "National City"), as Administrative Agent.

WHEREAS, the Company and various financial institutions and National City Bank, as administrative agent, entered into an Amended and Restated Credit Agreement dated as of July 28, 2008, as amended by that certain First Amendment thereto dated December 30, 2008 and further amended by that certain Second Amendment and Waiver thereto dated February 19, 2009 (as amended, the "Pre-Petition Credit Agreement").

WHEREAS, on March 22, 2009 (the "Commencement Date"), the Company and the Parent filed a voluntary petition with the United States Bankruptcy Court for the District of Delaware for relief under Chapter 11 of Title 11 of the United States Code (as amended, the "Bankruptcy Code");

WHEREAS, the parties hereto have agreed to amend and restate the Pre-Petition Credit Agreement;

WHEREAS, the parties hereto intend that this Agreement and the documents executed in connection herewith not effect a novation of the obligations of the Company under the Pre-Petition Credit Agreement, but shall be merely a restatement of and, where applicable, an amendment to the terms governing such obligations;

WHEREAS, in connection therewith, the Lenders have agreed to make available to the Company a post-petition revolving credit facility of up to a maximum of \$20,000,000.00 upon the terms and conditions set forth herein; and

WHEREAS, the Company, the Agent and the Lenders acknowledge and agree that the Loans made on or before the Closing Date (as defined below) continue to accrue interest at the default rate of interest effective under the Pre-Petition Credit Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION A.      EFFECTIVENESS.    This Agreement shall not be effective until the Bankruptcy Court shall have entered the Interim Financing Order approving the post-petition credit facility to be entered into pursuant hereto.

SECTION B.      AMENDMENT      AND      RESTATEMENT;      NOVATION.    Notwithstanding anything to the contrary in this Agreement, this Agreement restates and, where applicable, amends the terms, conditions and provisions of the Pre-Petition Credit Agreement and shall not, and shall not be construed to, effect a novation of the obligations of the Company under the Pre-Petition Credit Agreement.

## SECTION 1. DEFINITIONS.

1.1. Definitions. When used herein the following terms shall have the following meanings:

Acceptable Asset Purchase Agreement has the meaning specified in Section 10.1.9(k).

Administrative Agent means National City in its capacity as administrative agent hereunder and any successor thereto in such capacity.

Advisory Agreement means the Financial Advisory Agreement dated as of August 25, 2006 by and among the Parent, the Company and Brazos Advisors.

Affected Lender means any Lender that has given notice to the Company (which has not been rescinded) of any obligation by the Company to pay any amount pursuant to Section 7.6 or 8.1.

Affiliate of any Person means (a) any other Person which, directly or indirectly, controls or is controlled by or is under common control with such Person and (b) any officer or director of such Person.

Agent-Related Persons means the Administrative Agent or any successor administrative agent appointed under Section 13.9, together with its Affiliates, and the officers, directors, employees, agents and advisors of any of the foregoing.

Agreement - see the Preamble.

AlixPartners means AlixPartners LLP.

Asset Sale means the sale, lease, assignment or other transfer for value by the Company or any Subsidiary to any Person (other than the Company or any Subsidiary Guarantor) of any asset or right of the Company or such Subsidiary (including any sale or other transfer of stock of any Subsidiary, whether by merger, consolidation or otherwise), excluding (a) the sale or lease of Inventory in the ordinary course of business or (b) the sale, lease, assignment or other transfer for value of assets permitted under Section 10.10 hereof.

Assignee - see Section 14.9.1.

Assignment Agreement - see Section 14.9.1.

Availability means the Commitment Amount.

Bankruptcy Code has the meaning specified in the recitals.

Bankruptcy Court means the United States Bankruptcy Court for the District of Delaware or such other courts as shall have jurisdiction over the Chapter 11 Cases.

Base Rate means at any time the greater of (a) the Federal Funds Rate plus 0.5% and (b) the Prime Rate, and in no event less than three percent (3%).

Borrowing means a borrowing consisting of Loans made by the Lenders to the Company ratably according to their respective Revolving Percentages.

Brazos means, collectively, Brazos Private Equity Partners, LLC and its Affiliates.

Brazos Advisors means Brazos Equity Advisors II, L.P., a Delaware limited partnership.

Budget Compliance Certificate means a certificate of the Parent attaching the Operating Budget of the Parent and its Subsidiaries, including a reconciliation to actual financial performance for the specified period, substantially in the form of Exhibit I.

Budgetary Month means a four week period, as set forth in the Operating Budget.

Budgetary Week means a seven day period, as set forth in the Operating Budget.

Business Day means any day (other than a Saturday or Sunday) on which National City is open for commercial banking business in Cleveland, Ohio.

Capital Call Agreement means the capital call agreement dated as of June 15, 2007 among the Parent, the Company, various equity holders of the Parent and the Administrative Agent.

Capital Expenditures means all expenditures which, in accordance with GAAP, would be required to be capitalized and shown on the consolidated balance sheet of the Parent, but excluding expenditures made in connection with the replacement, substitution or restoration of assets to the extent financed (a) from insurance proceeds (or other similar recoveries) paid on account of the loss of or damage to the assets being replaced or restored or (b) with awards of compensation arising from the taking by eminent domain or condemnation of the assets being replaced.

Capital Lease means, with respect to any Person, any lease of (or other agreement conveying the right to use) any real or personal property by such Person that, in conformity with GAAP, is or should be accounted for as a capital lease on the balance sheet of such Person.

Carve-Out means collectively (i) the aggregate allowed unpaid fees and expenses payable under Sections 328, 330, 331 and/or 363 of the Bankruptcy Code to professional persons retained pursuant to an order of the Bankruptcy Court by the Debtors and the Committee (collectively, the "DIP Professionals") (other than fees and expenses, if any, of such professional persons incurred, directly or indirectly, in respect of, arising from or relating to the initiation or prosecution of any cause of action against the Administrative Agent or the Lenders or with respect to the Revolving Loans, the Term Loans or this Agreement) in an amount not to exceed the amount budgeted and permitted to be paid by the Bankruptcy Court, and (ii) fees pursuant to 28 U.S.C. § 1930 for the Debtors. If the Chapter 11 Cases are not converted to chapter 7 of the Bankruptcy Code or dismissed on or before the Final Maturity Date, and the Administrative Agent has not declared an Event of Default in writing, the Carve-Out will be extended to include the amount of \$175,000 per week for the DIP Professionals until the Chapter 11 Cases are dismissed, converted to chapter 7 of the Bankruptcy Code, the Administrative Agent has declared an Event of Default in writing, or the Company and the Required Lenders (and, if such new Operating Budget

contemplates any decreased amount to any DIP Professional, such DIP Professional) agree to a new Operating Budget that contemplates increased (or decreased) amounts for the DIP Professionals. If the Chapter 11 Cases are converted to chapter 7 of the Bankruptcy Code or dismissed, or if the Administrative Agent has declared an Event of Default in writing, the Carve-Out for the DIP Professionals shall also include the greater of the remaining budgeted amount or \$175,000 to pay fees and expenses incurred by or on behalf of the Debtors prior to and after such conversion, dismissal or Event of Default.

Casualty Event means any material loss of or damage to any property or interest in property of the Company or any Subsidiary.

Cash Management Bank means National City, in its capacity as cash management bank for the Loan Parties, except for the accounts set forth on Schedule A.

Cash Management Obligations means claims of National City as cash management bank, and of the Lender identified on Schedule A as to the accounts set forth on Schedule A, against the Loan Parties under any cash management arrangements.

Chapter 11 Cases means the chapter 11 cases of the Loan Parties commenced on the Commencement Date in the Bankruptcy Court.

Closing Date - see Section 11.1.

Code means the Internal Revenue Code of 1986.

Collateral Access Agreement means an agreement, in form and substance reasonably acceptable to the Administrative Agent, between the Administrative Agent and a third party relating to Inventory of the Company or any Subsidiary Guarantor located on the property of such third party.

Collateral Documents means the Pledge Agreement, the Security Agreement, each Mortgage and any other agreement pursuant to which any Loan Party grants collateral to the Administrative Agent for the benefit of the Lenders.

Commencement Date has the meaning specified in the preamble.

Commitment means, as to any Lender, such Lender's commitment to make Loans and to issue or participate in Letters of Credit under this Agreement.

Commitment Amount means \$20,000,000.00, as such amount may be reduced from time to time pursuant to the terms hereof, inclusive of the aggregate Stated Amount of the Letters of Credit.

Commitment Fee - has the meaning specified in Section 5.1.

Committee means the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases.

Company - see the Preamble.

Controlled Group means all members of a controlled group of corporations and all members of a controlled group of trades or businesses (whether or not incorporated) under common control that, together with the Parent, are treated as a single employer under Section 414 of the Code or Section 4001 of ERISA.

Credit Extension means the making of any Loan or the issuance of any extension, renewal or replacement of any of the Letters of Credit hereunder.

Customer Wind-Down Plan means a wind-down plan relating to any existing customer contract.

Daily Cash Flow Budget means a four 4-week budget substantially in the form of the Daily Position Report reasonably acceptable to the Company and the Administrative Agent, provided to the Administrative Agent pursuant to subsections (a) and (b) of Section 10.1.9 and a reconciliation of projected versus actual receipts and disbursements for the period covered by the Daily Position Report for the prior week (Monday through Friday) forecast and cumulatively from the Commencement Date, with management explanations of significant variances, and comments regarding any other significant changes from the prior Daily Cash Flow Budget.

Debt of any Person means, without duplication, (a) all indebtedness of such Person for borrowed money, whether or not evidenced by bonds, debentures, notes or similar instruments, (b) all obligations of such Person as lessee under Capital Leases, (c) all obligations of such Person to pay the deferred purchase price of property or services (excluding trade accounts payable in the ordinary course of business), (d) all indebtedness secured by a Lien on the property of such Person, whether or not such indebtedness shall have been assumed by such Person, (e) all obligations, contingent or otherwise, with respect to the face amount of all letters of credit (whether or not drawn) and banker's acceptances issued for the account of such Person (including the Letters of Credit), (f) all Hedging Obligations of such Person, (g) all Suretyship Liabilities of such Person in respect of obligations of the types referred to in clauses (a) through (f) and (h) all Debt of any partnership in which such Person is a general partner.

Debtors means the Company, the Parent and each Subsidiary, as debtors-in-possession in the Chapter 11 Cases.

Dollar and the sign "\$" mean lawful money of the United States of America.

Domestic Subsidiary means each Subsidiary other than a Foreign Subsidiary.

Eligible Assignee means (a) a commercial bank organized under the laws of the United States, or any state thereof, and having a combined capital and surplus of at least \$500,000,000; (b) a commercial bank organized under the laws of any other country which is a member of the Organization for Economic Cooperation and Development or a political subdivision of any such country, and having a combined capital and surplus of at least \$500,000,000, provided that such bank is acting through a branch or agency located in the United States; (c) a Person that is primarily engaged in the business of commercial banking and that is (i) a Subsidiary of a Lender,

(ii) a Subsidiary of a Person of which a Lender is a Subsidiary or (iii) a Person of which a Lender is a Subsidiary; and (e) any other Person approved by the Administrative Agent.

Environmental Claims means all claims, however asserted, by any governmental, regulatory or judicial authority or other Person alleging potential liability or responsibility for violation of any Environmental Law, or for release of hazardous substances or injury to the environment.

Environmental Laws means all applicable federal, state or local laws, statutes, common law duties, rules, regulations, ordinances and codes, together with all applicable administrative orders, directed and enforceable duties, licenses, authorizations and permits of, and agreements with, any governmental authority, in each case relating to environmental matters.

ERISA means the Employee Retirement Income Security Act of 1974.

Event of Default means any of the events described in Section 12.1.

Exemption Representation - see Section 7.6.

Federal Funds Rate means, for any day, the rate set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Federal Reserve Bank of New York (including any such successor publication, "H.15(519)") on the preceding Business Day opposite the caption "Federal Funds (Effective)"; or, if for any relevant day such rate is not so published on any such preceding Business Day, the rate for such day will be the arithmetic mean as determined by the Administrative Agent of the rates for the last transaction in overnight Federal funds arranged prior to 9:00 a.m. (New York City time) on that day by each of three leading brokers of Federal funds transactions in New York City selected by the Administrative Agent.

Final Financing Order means an order of the Bankruptcy Court, in form and substance satisfactory to the Administrative Agent and the Required Lenders, which (a) contains substantially the same provisions as the Interim Financing Order (including reaffirming (x) that the Lenders are extending credit to the Company in good faith (within the meaning of Section 364(e) of the Bankruptcy Code) under this Agreement and (y) the granting of Liens and priority position provided in connection with the Interim Financing Order), (b) contains such additional provisions as required by the Administrative Agent and the Required Lenders, (c) is not subject to vacatur, amendment, modification, reversal or stay without the prior written consent of the Required Lenders and (d) reaffirms the grant of protections to be accorded to the Administrative Agent and the Lenders described herein, together with all extensions, modifications and amendments thereto permitted hereunder.

Final Maturity Date means June 5, 2009; provided, however, if the Company has presented a written agreement/commitment for a Section 363 Sale to the Administrative Agent and the Lenders, which the Administrative Agent and the Lenders in their sole discretion find acceptable, the Final Maturity Date may be extended upon the written consent of the Administrative Agent and the Lenders.

Financial Advisor means AlixPartners or any other financial advisor to the Company approved in writing by the Administrative Agent.

Financing Orders means the Interim Financing Order and/or the Final Financing Order.

Fiscal Quarter means a fiscal quarter of a Fiscal Year.

Fiscal Year means the fiscal year of the Parent and its Subsidiaries, which period shall be the 12-month period ending on December 31 of each year. References to a Fiscal Year with a number corresponding to any calendar year (e.g., "Fiscal Year 2009") refer to the Fiscal Year ending on December 31 of such calendar year.

Foreign Subsidiary means each Subsidiary of the Company which is organized under the laws of any jurisdiction other than, and which is conducting the majority of its business outside of, the United States or any state thereof.

FRB means the Board of Governors of the Federal Reserve System or any successor thereto.

GAAP means generally accepted accounting principles in the United States set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession), which are applicable to the circumstances as of the date of determination.

Hedging Agreements means any interest rate agreement, cap agreement or collar agreement, and any other agreement or arrangement designed to protect such Person against fluctuations in interest rates.

Hedging Obligations means, with respect to any Person, all liabilities of such Person under (a) Hedging Agreements, (b) any currency or commodity swap agreement, cap agreement or collar agreement and (c) any other agreement or arrangement designed to protect such Person against fluctuations in currency exchange rates or commodity prices.

Initial Operating Budget means the initial "Operating Budget" of the Company for the period beginning on the Commencement Date and ending on June 5, 2009, delivered to the Administrative Agent and approved by the Required Lenders in their sole discretion prior to the Commencement Date, which Initial Operating Budget, subject to the provisions of this Agreement with respect to amendments or modifications thereto, shall be the Operating Budget upon which the Company's financial performance during the Term shall be measured.

Interim Financing Order means an order of the Bankruptcy Court entered on an emergency and/or interim basis, substantially in the form of Exhibit B or otherwise in form and substance satisfactory to the Administrative Agent and the Required Lenders, and after notice given and a hearing conducted in accordance with Bankruptcy Rule 4001(c) no later than two days after the Commencement Date, which order shall, prior to the entry of the Final Financing Order, be in full force and effect and shall not be stayed, reversed, vacated or otherwise modified

without the prior written consent of the Administrative Agent and the Required Lenders, together with all extensions, modifications and amendments thereto permitted hereunder.

Inventory has the meaning assigned to such term in the Uniform Commercial Code as in effect in the State of Illinois from time to time.

Investment means, relative to any Person, (a) any loan or advance made by such Person to any other Person (excluding prepaid expenses in the ordinary course of business, extensions of trade credit in the ordinary course of business and commission, travel, relocation or similar loans or advances made to directors, officers and employees of such Person or any of its Subsidiaries), (b) any Suretyship Liability of such Person, (c) any ownership or similar interest held by such Person in any other Person and (d) deposits and the like relating to prospective acquisitions.

Investors means Brazos, Eastover Group LLC, MassMutual Life Insurance Company and one or more of its Affiliates, Daryl Lindemann, Brian Doolittle, Brian Geiger, Frank Lukacs and Peter Ellis.

Issuing Lender means National City in its capacity as the issuer of Letters of Credit hereunder, together with any replacement issuer of Letters of Credit appointed under Section 13.9.

L/C Application means, with respect to any request for the issuance of a Letter of Credit, a letter of credit application in the form being used by the Issuing Lender at the time of such request for the type of letter of credit requested; provided that to the extent any such letter of credit application is inconsistent with any provision of this Agreement, the applicable provision of this Agreement shall control.

Lead Arranger means National City in its capacity as arranger of the facilities hereunder.

Lenders - see the Preamble. References to the “Lenders” shall include the Issuing Lender; for purposes of clarification only, to the extent that the Issuing Lender may have rights or obligations in addition to those of the other Lenders due to its status as the Issuing Lender, its status as such will be specifically referenced.

Letters of Credit - see Section 2.1.2.

Liabilities has the meaning specified in the Pledge Agreement.

Lien means any security interest, mortgage, deed of trust, pledge, hypothecation, assignment for security, charge or deposit arrangement, encumbrance, lien (statutory or other) or similar interest of any kind or nature whatsoever in respect of any property (including those created by, arising under or evidenced by any conditional sale or other title retention agreement, the interest of a lessor under a Capital Lease, any financing lease having substantially the same economic effect as any of the foregoing and any contingent or other agreement to provide any of the foregoing, but not including the interest of a lessor under an Operating Lease).

Loan - means a Revolving Loan or a Term Loan.

Loan Documents means this Agreement, the Notes, the Subsidiary Guaranty, the Collateral Documents, the Interim Financing Order, and the Final Financing Order, together with all other agreements, documents and instruments executed and delivered by any Loan Party in connection herewith.

Loan Document Modification Agreement means a certain Mortgage and Loan Document Modification Agreement and Amendment, Reinstatement and Reaffirmation of Guaranty dated as of the date hereof in form and substance satisfactory to the Administrative Agent.

Loan Parties means the Company, the Parent and each Subsidiary Guarantor, and “Loan Party” means any of them.

Management Agreement means each of (a) the Monitoring Agreement and (b) the Advisory Agreement.

Management Incentive Plan Amount means any amount necessary to fund any bankruptcy court-approved severance/management incentive plan for key officers and employees, which plan is satisfactory to and approved by the Agent and the Lenders, in an aggregate amount that is the lesser of (a) the amount so approved by the Bankruptcy Court and (b) \$[2,250,000].

Margin Stock means any “margin stock” as defined in Regulation U of the FRB.

Material Adverse Effect means (a) a material adverse change in, or a material adverse effect upon, the business, operations, property, condition (financial or otherwise) or prospects of the Company and its Subsidiaries taken as a whole, or (b) a material adverse effect upon any substantial portion of the collateral under the Collateral Documents or upon the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document (other than as a result of a Person ceasing to be a Loan Party as a result of a transaction permitted hereunder).

Monitoring Agreement means the Monitoring and Oversight Agreement dated as of August 25, 2006 by and among the Parent, the Company and Brazos Advisors.

Mortgage means a fee or leasehold mortgage or deed of trust executed by the Company or any Guarantor in form and substance reasonably acceptable to the Administrative Agent, including, without limitation, the Mortgages listed on Schedule B, as the same are amended by the Loan Document Modification Agreement.

Morton Capital Contribution means any payment by William D. Morton under the Capital Call Agreement.

Multiemployer Pension Plan means a multiemployer plan, as such term is defined in Section 4001(a)(3) of ERISA, and to which the Company or any member of the Controlled Group may have any liability.

National City - see the Preamble.

Net Cash Proceeds means, with respect to any Asset Sale, the aggregate cash proceeds (including cash proceeds received by way of deferred payment of principal pursuant to a note, installment receivable or otherwise, but only as and when received) received by the Company or any Subsidiary pursuant to such Asset Sale, net of (a) the direct costs relating to such Asset Sale (including brokerage fees, sales and other commissions, legal, accounting and investment banking fees, survey costs, title insurance premiums and other customary fees and expenses incurred in connection therewith), (b) taxes paid or reasonably estimated by the Company to be payable as a result thereof (after taking into account any available tax credits or deductions) and (c) amounts required to be applied to the repayment of principal of any Debt secured by a Lien on the asset subject to such Asset Sale (other than Debt hereunder).

Note - see Section 3.2.

Operating Budget means a rolling weekly budget for the period beginning on the Commencement Date through and including June 5, 2009, including the Initial Operating Budget and any amendments or modifications thereto made as permitted hereunder, showing each of the following on a line item basis for each week: (a) budgeted cash receipts (including as a result of the receipt of proceeds from Revolving Loans made hereunder) and (b) anticipated disbursements during the applicable period. Revisions to the Operating Budget may be approved by the Required Lenders in their sole discretion. Each Operating Budget will reflect and include all projections relating to Customer Wind-Down Plans for the pertinent budgetary period. Each Operating Budget must be satisfactory to the Required Lenders.

Operating Lease means, with respect to any Person, any lease of (or other agreement conveying the right to use) any real or personal property by such Person that is not a Capital Lease.

Parent - see the Preamble.

Participant - see Section 14.9.2.

PBGC means the Pension Benefit Guaranty Corporation and any entity succeeding to any or all of its functions under ERISA.

Pension Plan means a "pension plan", as such term is defined in Section 3(2) of ERISA, which is subject to Title IV of ERISA (other than a Multiemployer Pension Plan), and to which the Company or any member of the Controlled Group may have any liability, including any liability by reason of having been a substantial employer within the meaning of Section 4063 of ERISA at any time during the preceding five years, or by reason of being deemed to be a contributing sponsor under Section 4069 of ERISA.

Permitted Variance has the meaning specified in Section 10.11.

Person means any natural person, corporation, partnership, trust, limited liability company, association, governmental authority or unit, or other entity, whether acting in an individual, fiduciary or other capacity.

Pledge Agreement means the Pledge Agreement dated as of August 25, 2006 among the Parent, the Company, various Subsidiaries and the Administrative Agent, as amended by the Loan Document Modification Agreement, and any other pledge agreement pursuant to which any Loan Party pledges equity interests to the Administrative Agent for the benefit of the Lenders.

Prime Rate means, for any day, the rate of interest in effect for such day as publicly announced from time to time by National City in Cleveland, Ohio, as its "prime rate". (The "prime rate" is a rate set by National City based upon various factors, including National City's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate.) Any change in the "prime rate" announced by National City shall take effect at the opening of business on the day specified in the public announcement of such change.

Professional Fee Escrow - see Section 14.17(c).

Recovery Event Proceeds means any insurance proceeds from any Casualty Event or any condemnation proceeds (or other similar recoveries), in each case net of (a) any collection expenses, (b) taxes paid or reasonably estimated by the Company to be payable as a result thereof (after taking into account any available tax credit or deductions) and (c) amounts required to be applied to the repayment of principal of any Debt secured by a Lien on the asset subject of the Casualty Event or condemnation.

Reorganization Plan means a plan of reorganization of any or all of the Loan Parties.

Required Lenders means Lenders having an aggregate Total Percentage of more than 50%.

Responsible Financial Officer means, as to any Person, the chief financial officer, the chief executive officer, the president or the vice president - finance of such Person.

Responsible Officer means, as to any Person, any Responsible Financial Officer or other named officer of such Person.

Revolving Commitment means, as to any Lender, such Lender's commitment to make Revolving Loans and to issue or participate in Letters of Credit under this Agreement.

Revolving Loans - see Section 2.1.1.

Revolving Percentage means, as to any Lender, the percentage which (a) the Commitment of such Lender (or, after termination of the Commitments, the sum of the principal amount of such Lender's Revolving Loans plus the amount of such Lender's participation in the Stated Amount of all Letters of Credit) is of (b) the aggregate amount of the Commitments (or after termination of the Commitments, the Total Outstandings on Revolving Loans and Letters of Credit); provided that, if and so long as any Lender fails to fund its participation in any Letter of Credit when required by Section 2.3.6, such Lender's Revolving Percentage shall be deemed for purposes of this definition to be reduced to the extent of the defaulted amount and the Revolving Percentage of the Issuing Lender shall be deemed for purposes of this definition to be increased

to such extent. The Revolving Percentage of each Lender at the Closing Date is set forth opposite such Lender's name on Schedule 2.1.

Sale Procedures Order means an order of the Bankruptcy Court related to the Sales Process, which shall be in form and substance satisfactory to the Administrative Agent and the Required Lenders.

Sales Process has the meaning specified in Section 11.2.

Section 363 Sale means a sale of all or substantially all the assets of the Loan Parties, free and clear of all Liens under Section 363(b)(f) of the Bankruptcy Code.

Security Agreement means the Security Agreement dated July 28, 2008 among the Parent, the Company, the Subsidiary Guarantors and the Administrative Agent, as amended by the Loan Document Modification Agreement.

Senior Subordinated Loan Agreement means the Securities Purchase Agreement dated August 25, 2006 among the Company, the Parent, Mass Mutual Participation Investors, Mass Mutual Corporate Investors and various other parties, as amended by that certain First Amendment, Waiver and Consent thereto dated June 15, 2007 and as further amended by that certain Limited Waiver and Second Amendment thereto dated July 28, 2008.

Senior Subordinated Loan Documents means, collectively, the Senior Subordinated Loan Agreement, the Senior Subordinated Notes and all other related agreements and documents issued or delivered thereunder or pursuant thereto.

Senior Subordinated Notes means the 12% Senior Subordinated Notes due 2014, including any such Notes issued from time to time as capitalized or payment-in-kind interest, issued under the Senior Subordinated Loan Agreement.

Stated Amount means, with respect to any Letter of Credit at any date of determination, the maximum aggregate amount available for drawing thereunder at any time during the remaining term of such Letter of Credit under any and all circumstances, plus the aggregate amount of all unreimbursed payments and disbursements under such Letter of Credit.

Subsidiary means, with respect to any Person, a corporation, partnership, limited liability company or other entity of which such Person and/or its other Subsidiaries own, directly or indirectly, such number of outstanding shares or other ownership interests as have more than 50% of the ordinary voting power for the election of directors or other managers of such entity. Unless the context otherwise requires, each reference to Subsidiaries herein shall be a reference to Subsidiaries of the Company.

Subsidiary Guarantor means, on any day, each Subsidiary that has executed (or is required to execute) a counterpart of the Subsidiary Guaranty on or prior to that day (and has not been released from its obligations thereunder in accordance with the terms hereof).

Subsidiary Guaranty means the Guaranty dated July 28, 2008 issued by various Subsidiaries of the Company, as reaffirmed and amended pursuant to the Loan Document Modification Agreement.

Success Fee means the success fee in favor of AlixPartners as provided for in (and if earned under) the retention letter dated as of February 3, 2009, as amended on February 5, 2009 and March 9, 2009, between the Company and AlixPartners and to the extent otherwise allowed pursuant to a final nonappealable order of the Bankruptcy Court.

Supplemental Revolving Loans means certain supplemental Revolving Loans made by the Supplemental Revolver Lenders to the Company before the Commencement Date.

Supplemental Revolver Lender means the Lenders that advanced the Supplemental Revolving Loans as set forth in the column labeled "Supplemental Revolver" in Schedule 2.1.

Suretyship Liability means any agreement, undertaking or arrangement by which any Person guarantees, endorses or otherwise becomes or is contingently liable upon (by direct or indirect agreement, contingent or otherwise, to provide funds for payment, to supply funds to or otherwise to invest in a debtor, or otherwise to assure a creditor against loss) any indebtedness, obligation or other liability of any other Person (other than (a) customary indemnification obligations arising in the ordinary course of business under leases and other contracts and (b) by endorsements of instruments for deposit or collection in the ordinary course of business), or guarantees the payment of dividends or other distributions upon the shares of any other Person. The amount of any Person's obligation in respect of any Suretyship Liability shall (subject to any limitation set forth therein) be deemed to be the lesser of (i) the principal amount of the debt, obligation or other liability supported thereby and (ii) the maximum amount for which such Person may be liable pursuant to the terms of the instrument embodying such Suretyship Liability, unless such primary obligation and the maximum amount for which such Person may be liable are not stated or determinable, in which case the amount of such Suretyship Liability shall be such Person's maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith.

Taxes - see Section 7.6.

Term Loans - see Section 2.1.3.

Term Percentage means, as to any Lender, the percentage which (a) the principal amount of such Lender's Term Loan is of (b) the aggregate principal amount of all Term Loans. The Term Percentage of each Lender on the Closing Date is set forth opposite such Lender's name on Schedule 2.1.

Termination Date means the earlier to occur of (a) the Final Maturity Date, (b) such other date on which the Commitments terminate pursuant to Section 6 or 12; (c) if the Company terminates or otherwise for any reason ceases its efforts to implement the Sale Process and/or a Section 363 Sale and such termination or cessation continues for five days, the fifth day after such termination or cessation; (d) if an Event of Default occurs, the date requested by the Required Lenders in accordance with the terms of this Agreement; (e) the date on which the sale of all or substantially all of the Company's business and assets occurs; (f) the date on which

consummation of a Reorganization Plan or liquidation occurs and/or (g) the date on which the Chapter 11 Case is converted to chapter 7 of the Bankruptcy Code or dismissed.

Total Outstandings means, at any time, the aggregate outstanding principal amount of all Revolving Loans plus the aggregate Stated Amount of all Letters of Credit.

Total Percentage means, as to any Lender, the percentage which (a) the Revolving Commitment of such Lender (or, after the termination of the Revolving Commitments, the sum of the unpaid principal amount of the Revolving Loans of such Lender plus the participations of such Lender in all Letters of Credit) plus the unpaid principal amount of the Term Loan of such Lender is of (b) the sum of the Revolving Commitment Amount (or, after the termination of the Revolving Commitments, the unpaid principal amount of all Revolving Loans plus the Stated Amount of all Letters of Credit) plus the unpaid principal amount of all Term Loans; provided that if and so long as any Lender fails to fund its participation in any Letter of Credit when required by Section 2.3.6, such Lender's Total Percentage shall be deemed for purposes of this definition to be reduced to the extent of the defaulted amount and the Total Percentage of the Issuing Lender shall be deemed for purposes of this definition to be increased to such extent.

Total Sources has a meaning consistent with the use of the term in the Operating Budget.

Unmatured Event of Default means any event that, if it continues uncured, will, with lapse of time or the giving of notice or both, constitute an Event of Default.

Voting Stock means, with respect to any Person, capital stock of such Person having ordinary voting power in the election of directors of such Person.

1.2. Other Interpretive Provisions. (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) The term "including" is not limiting and means "including without limitation."

(d) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding", and the word "through" means "to and including."

(e) Unless otherwise expressly provided herein, (i) references to agreements (including this Agreement), other contractual instruments and organizational documents shall be deemed to include all subsequent, amendments, restatements and other modifications thereto, but only to the extent such amendments, restatements and other modifications are not prohibited by the terms of any Loan Document, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such statute or regulation.

(f) This Agreement and the other Loan Documents may use several different limitations, tests or measurements to regulate the same or similar matters. All such limitations,

tests and measurements are cumulative and shall each be performed in accordance with their terms.

(g) This Agreement and the other Loan Documents are the result of negotiations among and have been reviewed by counsel to the Administrative Agent, the Company, the Parent, the Lenders and the other parties thereto and are the products of all parties. Accordingly, they shall not be construed against the Administrative Agent or the Lenders merely because of the Administrative Agent's or the Lenders' involvement in their preparation.

(h) Unless otherwise specified, all references herein to times of day shall be references to Cleveland, Ohio time.

(i) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth in any Loan Document, and either the Company or the Required Lenders shall so request, the Administrative Agent, the Lenders and the Company shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); provided that, until so amended, such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and the Company shall provide to the Administrative Agent and the Lenders financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

## SECTION 2. COMMITMENTS OF THE LENDERS; BORROWING AND CONVERSION PROCEDURES; LETTER OF CREDIT PROCEDURES.

2.1. Commitments. On and subject to the terms and conditions of this Agreement, each Lender, severally and for itself alone, agrees as follows:

2.1.1. Revolving Loans. Each Lender agrees to make loans in Dollars on a revolving basis to the Company (the "Revolving Loans") from time to time beginning on an interim basis immediately upon the entry of the Interim Financing Order and before the Termination Date in such Lender's Revolving Percentage of such aggregate amounts as the Company may from time to time request from all Lenders; provided that the Total Outstandings shall not at any time exceed the Availability. Within the foregoing limits and subject to the other terms and conditions hereof, amounts borrowed under this Section 2.1.1 may be borrowed, repaid and reborrowed.

2.1.2. Letters of Credit. (a) The Issuing Lender issued on or before the Commencement Date to or for the benefit of the Company certain letters of credit in the aggregate Stated Amount of \$2,275,333.37 (the "Letters of Credit"), as more fully described on Schedule 2.1.2 hereof. The Issuing Lender may roll-over and continue the Letters of Credit, subject to the terms and conditions of this Agreement; provided, however, that during the Term, the Issuing Lender shall not be obligated to issue any additional standby letters of credit. Upon the written request of the

Company no less than fourteen (14) days prior to the expiration date of any of the Letters of Credit, Issuing Lender may, in Issuing Lender's sole discretion, renew or extend or issue a replacement of any of the Letters of Credit in an amount equal to or less than the Stated Amount, in favor of the same beneficiary and with same terms and conditions as set forth in such Letter of Credit, provided that the expiration date of such renewed, extended or replacement letter of credit may be no later than [May 29], 2009, and (b) as more fully set forth in Section 2.3, each Lender agrees to purchase a participation in each Letter of Credit; provided that (i) the aggregate Stated Amount of all Letters of Credit shall not at any time exceed \$2,275,333.37 and (ii) the Total Outstandings shall not at any time exceed the Availability.

2.1.3. Term Loans. The Company, the Administrative Agent and the Lenders acknowledge and agree that, as of the Closing Date: (a) the Lenders have made certain term loans in the aggregate outstanding principal amount of \$33,250,000.00 (the "Term Loans") to the Company; and (b) the Company does not have the right to request or obtain, and the Lenders are not obligated to make, any additional Term Loans under this Agreement.

2.2. Loan Procedures.

2.2.1. Reserved.

2.2.2. Borrowing Procedures. The Company shall give written notice or telephonic notice (followed promptly by written confirmation thereof) to the Administrative Agent of each proposed borrowing of Revolving Loans not later than, 1:00 p.m. on the proposed date of such borrowing. Each such notice shall be effective upon receipt by the Administrative Agent, shall be irrevocable, and shall specify the date and the amount of the Borrowing. Promptly upon receipt of such notice, the Administrative Agent shall advise each Lender thereof. Not later than 3:00 p.m. on the date of a proposed borrowing, each Lender shall provide the Administrative Agent at the office specified by the Administrative Agent with immediately available funds covering such Lender's Revolving Percentage of such Borrowing and, so long as the Administrative Agent has not received written notice that the conditions precedent set forth in Section 11 with respect to such Borrowing have not been satisfied, the Administrative Agent shall pay over the requested amount, to the extent received from the Lenders, to the Company on the requested borrowing date. Each Borrowing shall be on a Business Day. Each Borrowing shall be in an aggregate amount of \$250,000 or a higher integral multiple of \$50,000.

2.2.3. Reserved.

2.3. Letter of Credit Procedures.

2.3.1. Letters of Credit. The Issuing Lender may roll-over and continue the letter of credit facility for the Letters of Credit, subject to the terms and conditions of this Agreement. The Company shall not be permitted to make any applications for new Letters of Credit under this Agreement.

2.3.2. L/C Extension, Renewal or Replacement Application. The Company's written request for extension, renewal or replacement of a Letter of Credit shall be given to the Administrative Agent and the Issuing Lender on a Business Day which is at least three (3) Business Days (or such lesser number of days as the Administrative Agent and the Issuing Lender

shall agree in any particular instance) prior to the proposed date of issuance of extension, renewal or replacement of such Letter of Credit. Each such notice shall be accompanied by an L/C Application, duly executed by the Company (together with any other Person for the account of which the related Letter of Credit is to be issued) and in all respects reasonably satisfactory to the Administrative Agent and the Issuing Lender, together with such other documentation as the Administrative Agent or the Issuing Lender may reasonably request in support thereof, it being understood that each L/C Application shall specify, among other things, the date on which the proposed extension, renewal or replacement of such Letter of Credit is to be issued, the expiration date of such proposed extended, renewed or replacement Letter of Credit (which shall not be later than [May 29], 2009) and whether such extended, renewed or replacement Letter of Credit is to be transferable in whole or in part. So long as the Issuing Lender has not received written notice that the conditions precedent set forth in Section 11 with respect to the issuance of such extended, renewed or replacement Letter of Credit have not been satisfied, the Issuing Lender may, in Issuing Lender's sole discretion, issue such extended, renewed or replacement Letter of Credit on the requested issuance date. The Issuing Lender shall promptly advise the Administrative Agent of each such extended, renewed or replacement Letter of Credit and of any amendment thereto, extension thereof or event or circumstance changing the amount available for drawing thereunder.

2.3.3. Participations in Letters of Credit. Concurrently with the issuance, roll-over and continuation, extension, renewal or replacement of each Letter of Credit, the Issuing Lender shall be deemed to have sold and transferred to each other Lender, and each other Lender shall be deemed irrevocably and unconditionally to have purchased and received from the Issuing Lender, without recourse or warranty, an undivided interest and participation, to the extent of such other Lender's Revolving Percentage, in such Letter of Credit and the Company's reimbursement obligations with respect thereto. For the purposes of this Agreement, the unparticipated portion of each Letter of Credit shall be deemed to be the Issuing Lender's "participation" therein. The Issuing Lender agrees that, upon request of the Administrative Agent or any Lender, it will deliver to such Person a list of all outstanding Letters of Credit issued by the Issuing Lender, together with such information related thereto such Person may reasonably request.

2.3.4. Reimbursement Obligations. The Company hereby unconditionally and irrevocably agrees to reimburse the Issuing Lender for each payment or disbursement made by the Issuing Lender under any Letter of Credit honoring any demand for payment made by the beneficiary thereunder, in each case on the date that such payment or disbursement is made (or, if the Company receives notice of any such payment or disbursement after 11:00 a.m. on the date of such payment or disbursement, on the immediately following Business Day). Any amount not reimbursed on the date of such payment or disbursement shall bear interest from the date of such payment or disbursement to the date that the Issuing Lender is reimbursed by the Company therefor, payable on demand, at a rate per annum equal to the Base Rate from time to time in effect plus 4%. The Issuing Lender shall notify the Company and the Administrative Agent whenever any demand for payment is made under any Letter of Credit; provided that the failure of the Issuing Lender to so notify the Company shall not affect the rights of the Issuing Lender or the Lenders in any manner whatsoever.

2.3.5. Limitation on Obligations of Issuing Lender. In determining whether to pay under any Letter of Credit, the Issuing Lender shall not have any obligation to the Company or any Lender other than to confirm that any documents required to be delivered under such Letter of

Credit appear to have been delivered and appear to comply on their face with the requirements of such Letter of Credit. No action taken or omitted to be taken by the Issuing Lender under or in connection with any Letter of Credit (a) shall reduce or impair the reimbursement obligations of the Company set forth in Section 2.3.4 or (b) unless such action or omission constituted gross negligence or willful misconduct, (i) reduce or impair the obligations of the Lenders pursuant to Section 2.3.6 or (ii) result in any liability of the Issuing Lender to the Company, any Lender or any other Lender.

2.3.6. Funding to Issuing Lender. If the Issuing Lender makes any payment or disbursement under any Letter of Credit and the Company has not reimbursed the Issuing Lender in full for such payment or disbursement by 12:00 noon on the date of such payment or disbursement (or, if the Company receives notice of any such payment or disbursement after 11:00 a.m. on the date of such payment or disbursement, by 12:00 noon on the immediately following Business Day), or if any reimbursement received by the Issuing Lender from the Company is or must be returned or rescinded upon or during any bankruptcy or reorganization of the Company or otherwise, each other Lender shall be obligated to pay to the Administrative Agent for the account of the Issuing Lender, in full or partial payment of the purchase price of its participation in such Letter of Credit, its pro rata share (according to its Revolving Percentage) of such payment or disbursement (but no such payment shall diminish the obligations of the Company under Section 2.3.4), and upon notice from the Issuing Lender, the Administrative Agent shall promptly notify each other Lender thereof. Each other Lender irrevocably and unconditionally agrees to so pay to the Administrative Agent in immediately available funds for the Issuing Lender's account the amount of such other Lender's Revolving Percentage of such payment or disbursement. If and to the extent any Lender shall not have made such amount available to the Administrative Agent by 2:00 P.M. on the Business Day on which such Lender receives notice from the Administrative Agent of such payment or disbursement (it being understood that any such notice received after 12:00 noon on any Business Day shall be deemed to have been received on the next following Business Day), such Lender agrees to (a) pay interest on such amount to the Administrative Agent for the Issuing Lender's account forthwith on demand for each day from the date such amount was to have been delivered to the Administrative Agent to the date such amount is paid, at a rate per annum equal to (i) for the first three (3) days after demand, the Federal Funds Rate from time to time in effect and (ii) thereafter, the Base Rate from time to time in effect and (b) reimburse the Administrative Agent for all reasonable costs and expenses incurred by the Administrative Agent as a result of the failure of such Lender to make such amount available to the Administrative Agent. Any Lender's failure to make available to the Administrative Agent its Revolving Percentage of any such payment or disbursement shall not relieve any other Lender of its obligation hereunder to make available to the Administrative Agent such other Lender's Revolving Percentage of such payment, but no Lender shall be responsible for the failure of any other Lender to make available to the Administrative Agent such other Lender's Revolving Percentage of any such payment or disbursement.

2.4. Commitments Several. The failure of any Lender to make a requested Credit Extension on any date shall not relieve any other Lender of its obligation (if any) to make a Credit Extension on such date, but no Lender shall be responsible for the failure of any other Lender to make any Credit Extension to be made by such other Lender.

2.5. Certain Conditions. Notwithstanding any other provision of this Agreement, no Lender shall have an obligation to make any Credit Extension if an Event of Default or Unmatured Event of Default exists or would result therefrom.

### SECTION 3. EVIDENCE OF DEBT.

3.1. Loan Account. The Loans made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be rebuttable presumptive evidence of the amount of the Loans made by the Lenders to the Company, and the interest and payments thereon. Any failure so to record or any error in so recording shall not, however, limit or otherwise affect the obligation of the Company hereunder to pay all amounts owing with respect to each Loan.

3.2. Notes. Upon the request of any Lender made through the Administrative Agent, the Loans made by such Lender to the Company may be evidenced by a promissory note (individually each a “Note” and collectively for all Lenders the “Notes”) in form and substance acceptable to the Agent and the Lenders, instead of loan accounts. Each such Lender may record on the schedules annexed to the applicable Note the date and amount of each applicable Loan made by it and the amount of each payment of principal made by the Company with respect thereto, and such Lender’s record shall be conclusive absent demonstrable error; provided that the failure of a Lender to make, or an error in making, a notation on any Note with respect to any Loan shall not limit or otherwise affect the obligation of the Company to repay each Loan together with interest thereon.

### SECTION 4. INTEREST.

#### 4.1. Interest Rate.

4.1.1. Interest Rate. The Company promises to pay interest on the unpaid principal amount of each Loan made to it for the period commencing on the date such Loan is advanced until such Loan is paid in full at a rate per annum equal to the sum of the Base Rate from time to time in effect plus 4.5%.

4.1.2. Maximum Rate. Anything herein to the contrary notwithstanding, the obligations of the Company to any Lender hereunder shall be subject to the limitation that payments of interest shall not be required for any period for which interest is computed hereunder to the extent (but only to the extent) that contracting for or receiving such payment by such Lender would be contrary to the provisions of any law applicable to such Lender limiting the highest rate of interest that may be lawfully contracted for, charged or received by such Lender, and in such event the Company shall pay such Lender interest at the highest rate permitted by applicable law.

4.2. Interest Payment Date. Accrued interest on each Loan shall be payable in arrears on the Termination Date. After the Termination Date, accrued interest on all Loans shall be payable on demand.

#### 4.3. Reserved.

4.4. Computations. Interest based on the Prime Rate shall be computed for the actual number of days elapsed on the basis of a year of 365 or 366 days, as applicable; all other interest shall be computed for the actual number of days elapsed on the basis of a year of 360 days. The applicable interest rate for each Loan shall change simultaneously with each change in the Base Rate.

4.5. Yield Protections. Yield protection provisions agreed to between the Agent and the Company before the Commencement Date shall remain in effect for all interest obligations hereunder.

4.6. Term Loan. Interest on the Term Loans will continue to accrue at the interest rate effective on the Term Loans as of the Commencement Date, which rate is the Base Rate from time to time in effect plus 4.5%.

## SECTION 5. FEES.

5.1. Commitment Fee. The Company agrees to pay to the Administrative Agent for the account of each Lender a commitment fee (the "Commitment Fee"), for the period from the Closing Date to the Termination Date, at a rate per annum equal to 0.75% on the daily average of such Lender's Revolving Percentage of the unused Commitment Amount. For purposes of calculating usage under this Section, the Commitment Amount shall be deemed used to the extent of the sum of the aggregate outstanding principal amount of all Revolving Loans and the Stated Amount of Letters of Credit at such time. Such commitment fee shall be earned monthly in arrears and shall be payable on the Termination Date for any period then ending for which such commitment fee shall not have theretofore been paid.

5.2. Letter of Credit Fees. (a) The Company agrees to pay to the Administrative Agent for the account of the Lenders pro rata according to their respective Revolving Percentages a letter of credit fee for renewal, extension or replacement of a Letter of Credit at a rate per annum equal to 4.5% as in effect from time to time. Such letter of credit fee shall be payable in arrears on the Termination Date (and, if any Letter of Credit remains outstanding on the Termination Date, thereafter on demand) for the period from the date of the issuance of each Letter of Credit (or the most recent date on which such fee was paid) to the date such payment is due or, if earlier, the date on which such Letter of Credit expired or was terminated.

(b) The Company agrees to pay to the Issuing Lender for its own account a fronting fee for each Letter of Credit in an amount equal to 0.125% per annum of the Stated Amount of such Letter of Credit (excluding any unreimbursed payment or disbursement thereunder). Such fronting fee with respect to any Letter of Credit shall be payable in arrears on the Termination Date (and, if such Letter of Credit remains outstanding on the Termination Date, thereafter on demand) for the period from the date of the issuance of such Letter of Credit (or the most recent date on which such fee was paid) to the date such payment is due or, if earlier, the date on which such Letter of Credit expired or was terminated.

(c) In addition, with respect to each Letter of Credit, the Company agrees to pay to the Issuing Lender, for its own account, such fees and expenses as the Issuing Lender

customarily requires in connection with the issuance, negotiation, processing and/or administration of letters of credit in similar situations.

5.3. Upfront Fee. The Company agrees to pay to the Administrative Agent for the account of the Lenders pro rata according to their respective Revolving Percentages of the Revolving Loans an upfront fee equal to \$200,000 that shall be earned at the Closing and shall be payable on the earlier to occur of the Termination Date and the Final Maturity Date.

5.4. Additional Fee. The Company agrees to pay to the Administrative Agent for the account of the Lenders pro rata according to their respective Revolving Percentages of the Loans an additional fee equal to \$200,000 that shall be earned only in the event that the Revolving Loans are not paid on or before the Termination Date, but if earned shall be due and payable on the earlier to occur of the Termination Date and the Final Maturity Date.

5.5. Arrangement Fee. The Company agrees to pay to the National City in its capacity as the Administrative Agent and the Lead Arranger a fee in the amount of \$75,000 that shall be earned as of the Closing Date and shall be paid at the earlier to occur of the Termination Date and the Final Maturity Date.

5.6. Reserved.

5.7. Computation of Fees. All fees payable pursuant to this Section 5 that are calculated based on a per annum rate shall be computed for the actual number of days elapsed on the basis of a year of 360 days.

## SECTION 6. REPAYMENT OF LOANS; COMMITMENT REDUCTIONS; PREPAYMENTS.

6.1. Repayment of Loans. All Loans shall be repaid in full on the Termination Date. All payments under this Agreement will be made without setoff, reduction or counterclaim by the Company of any kind.

6.2. Commitment Reductions.

6.2.1. Voluntary Reductions. The Company may from time to time on at least five Business Days' prior written notice received by the Administrative Agent (which shall promptly advise each Lender thereof) permanently reduce the Commitment Amount to an amount not less than the Total Outstandings. Any such reduction shall be in an integral multiple of \$1,000,000. The Company may at any time on like notice terminate the Commitments upon payment in full of all Loans and all other obligations of the Company hereunder in respect of such Loans and cash collateralization in full, pursuant to documentation in form and substance reasonably satisfactory to the Issuing Lender, of all obligations arising with respect to Letters of Credit.

6.3. Prepayments.

6.3.1. Voluntary Prepayments. The Company may from time to time prepay Loans in whole or in part, without premium or penalty; provided that the Company shall give the Administrative Agent (which shall promptly advise each applicable Lender) notice thereof not

later than 1:00 p.m. on the date of such prepayment (which shall be a Business Day), specifying the Loans to be prepaid and the date and amount of prepayment. Each partial prepayment of Loans shall be in a principal amount of \$250,000 or a higher integral multiple of \$50,000.

6.3.2. Mandatory Prepayments. (a) The Company shall pay over to Administrative Agent for the benefit of the Lenders promptly after the receipt thereof by the Company or any Subsidiary (i) any proceeds of Debt (other than Debt permitted pursuant to Section 10.6 hereof); (ii) any Net Cash Proceeds from any Asset Sale, (iii) any Recovery Event Proceeds (including receipt thereof by the Administrative Agent pursuant to any Collateral Document) and (iv) any proceeds of the Morton Capital Contribution. Mandatory pre-payments shall be applied by Administrative Agent to the Liabilities as provided for in Section 6.3.3 hereof.

(b) If at any time the Total Outstandings exceed the Availability, then the Company will promptly (and in any event within one Business Day) prepay Loans in the amount of such excess (rounded upward, if necessary, to an integral multiple of \$50,000). If, after giving effect to any such prepayment, the Total Outstandings continue to exceed the Availability, the Company will promptly (and in any event within one Business Day) deliver to the Administrative Agent cash collateral in an amount equal to such excess (and the Administrative Agent shall hold cash collateral, pursuant to documentation in form and substance reasonably satisfactory to the Administrative Agent, in an amount equal to such excess, as changed from time to time, until such excess is eliminated).

6.3.3. Application of Prepayments/Commitment Reductions. (a) Any Net Cash Proceeds from any Asset Sale, except as otherwise agreed in writing by the Agent and the Lenders, shall be applied, first, pursuant to the provisions of Section 6.3.3(b) below, second, to the remaining principal installments of the Term Loans in the inverse order of maturity until paid in full and, third, except to the extent reduced by payments made pursuant to Section 6.3.3(b), to permanently reduce the Revolving Commitment Amount.

(b) Notwithstanding anything to the contrary in the Financing Orders, this Agreement or any of the Loan Documents, all payments from any source, including, without limitation, the Net Sale Proceeds on account of any Asset Sale or the Liabilities, after the funding of the Professional Fee Escrow in accordance with Section 14.17(c), shall be applied by the Agent and the Lenders to the Liabilities promptly after their receipt thereof in the following order:

first, to any accrued and unpaid Commitment Fee and the other fees due and payable to the Agent or the Lenders with respect to the Revolving Loans, until reduced to zero;

second, to the payment of all accrued and unpaid fees, costs, and expenses due and payable to the Agent or the Lenders under this Agreement (other than the Commitment Fee and other fees with respect to the Revolving Loans), until reduced to zero;

third, to the payment of accrued and unpaid interest due and payable to the Agent or the Lenders on the Revolving Loans (excluding the Revolving Loans applied to the refinance of the Revolving Loans outstanding as of the Commencement Date and the Letters of Credit), until reduced to zero;

fourth, to the cash collateralization of the Letters of Credit due and payable to the Agent or the Lenders, until reduced to zero;

fifth, to the repayment of unpaid principal due and payable to the Agent and the Lenders on the Revolving Loans (excluding the Revolving Loans applied to the refinance of the Revolving Loans outstanding as of the Commencement Date and the Letters of Credit), until reduced to zero;

sixth, to the repayment of unpaid principal and interest on the Supplemental Revolving Loans and all fees, costs and expenses due and payable to the Supplemental Revolver Lenders with respect to the Supplemental Revolving Loans, until reduced to zero;

seventh, to the Company to make payments on account of the Management Incentive Plan Amount in amounts and as approved by the Agent and the Bankruptcy Court, and the Agent's security interest in the Net Cash Proceeds from any Asset Sale shall be released to the extent necessary to fund such payments;

eighth, in the order prescribed in Section 6.3.3(a) of this Agreement, until the same are reduced to zero;

Each determination by the Agent and the Lenders of the amounts payable under this Section 6.3.3 shall be conclusive and binding for all purposes, absent manifest error or bad faith.

6.4. Pro Rata Treatment. All reductions of the Commitment Amount pursuant to this Section 6 shall reduce the amount of the Commitments of the Lenders pro rata in accordance with the Loan being repaid.

## SECTION 7. MAKING AND PRORATION OF PAYMENTS; SETOFF; TAXES.

7.1. Making of Payments. Except as otherwise expressly provided herein, all payments of principal of or interest on the Loans, and of all fees and other amounts payable by the Company hereunder, shall be made by the Company to the Administrative Agent, in Dollars and in immediately available funds at the office specified by the Administrative Agent, not later than 2:00 p.m. on the due date; and funds received after that hour shall be deemed to have been received by the Administrative Agent on the next following Business Day. The Administrative Agent shall promptly remit to each Lender its share of all such payments received in collected funds for the account of such Lender. All payments under Section 8.1 shall be made by the Company directly to the Lender entitled thereto.

7.2. Application of Certain Payments. Subject to the requirements of Section 6.3, each payment of principal shall be applied to such Loans as the Company shall direct by notice to be received by the Administrative Agent on or before the date of such payment or, in the absence of such notice, as the Administrative Agent shall determine in its discretion. Concurrently with each remittance to any Lender of its share of any such payment, the Administrative Agent shall advise such Lender as to the application of such payment.

7.3. Due Date Extension. If any payment of principal or interest with respect to any Loan, or of commitment fees, Letter of Credit fees or other fees, falls due on a day which is not a Business Day, then such due date shall be extended to the immediately following Business Day and, in the case of principal, additional interest shall accrue and be payable for the period of any such extension.

7.4. Setoff. The Company agrees that the Administrative Agent and each Lender have all rights of set-off and bankers' lien provided by applicable law, and in addition thereto, the Company agrees that at any time any Event of Default exists, the Administrative Agent and each Lender may apply to the payment of any obligations of the Company hereunder, whether or not then due, any and all balances, credits, deposits, accounts or moneys of the Company then or thereafter with the Administrative Agent or such Lender; provided that no Lender may set-off against obligations of the Company hereunder that are not yet due without the prior written consent of the Administrative Agent.

7.5. Sharing of Payments, Etc. If any Lender shall obtain any payment or other recovery (whether voluntary, involuntary, by application of offset or otherwise, but excluding any payment pursuant to Section 8.7 or 14.9) on account of principal of or interest on any of its Loans (or on account of its participation in any Letter of Credit) in excess of its pro rata share (in accordance with the terms of this Agreement) of payments and other recoveries obtained by all Lenders on account of principal of and interest on their respective Loans (or such participations) then held by them, such Lender shall purchase from the other Lenders such participation in the Loans (or sub-participations in Letters of Credit) held by them as shall be necessary to cause such purchasing Lender to share the excess payment or other recovery ratably with each of the other Lenders; provided that if all or any portion of the excess payment or other recovery is thereafter recovered from such purchasing Lender, the purchase shall be rescinded and the purchase price restored to the extent of such recovery.

7.6. Taxes. (a) All payments by the Company of principal of, and interest on, the Loans and all other amounts payable by the Company hereunder shall be made free and clear of and without deduction for any present or future income, excise, stamp or other taxes, fees, duties, withholdings or other charges with respect thereto of any nature whatsoever imposed by any taxing authority (other than (i) franchise taxes and other taxes imposed on or measured by net income, net profits or receipts and (ii) taxes imposed by the jurisdiction in which a Lender is organized or doing business by virtue of the fact that such Lender is organized or doing business in such jurisdiction)(all non-excluded items being called "Taxes"). If any withholding or deduction from any payment to be made by the Company hereunder is required in respect of any Taxes pursuant to any applicable law, rule or regulation, then the Company will:

- (i) pay directly to the relevant authority the full amount required to be so withheld or deducted;

- (ii) promptly forward to the Administrative Agent a certified copy of an official receipt or other documentation reasonably satisfactory to the Administrative Agent evidencing such payment to such authority; and

- (iii) pay to the Administrative Agent for the account of the applicable Lender, such additional amount or amounts as is necessary to ensure that the net amount actually received by such Lender will equal the full amount such Lender would have received had no such withholding or deduction been required.

Moreover, if any Taxes are directly asserted against the Administrative Agent or any Lender with respect to any payment received by the Administrative Agent or such Lender hereunder, the

Administrative Agent or such Lender may pay such Taxes and the Company will promptly pay such additional amount (including any penalty, interest and expense, but excluding any amount that results from the failure of the Administrative Agent or such Lender to pay such Taxes in a timely manner) as is necessary in order that the net amount received by such Person after the payment of such Taxes (including any Taxes on such additional amount) shall equal the amount such Person would have received had such Taxes not been asserted.

(b) If the Company fails to pay any Taxes when due to the appropriate taxing authority or fails to remit to the Administrative Agent, for the account of the applicable Lender, the required receipts or other required documentary evidence, the Company shall indemnify such Lender for any incremental Taxes, interest or penalties that may become payable by such Lender as a result of any such failure. For purposes of this Section 7.6, a distribution hereunder by the Administrative Agent to or for the account of any Lender shall be deemed a payment by the Company.

(c) Each Lender represents and warrants (such Lender's "Exemption Representation") to the Company and the Administrative Agent that, as of the date of this Agreement (or, in the case of a Lender which is not a party hereto on the date of this Agreement, on the date it becomes a party hereto), it is entitled to receive payments hereunder from the Company without any deduction or withholding in respect of any Taxes pursuant to any applicable law, rule or regulation.

(d) In addition to satisfying the requirements of Section 13.10(a) through (c), upon the request from time to time of the Company or the Administrative Agent, each Lender shall execute and deliver to the Company and the Administrative Agent two or more (as the Company or the Administrative Agent may reasonably request) United States Internal Revenue Service Forms W-9, W-8BEN, W-8IMY or W-8ECI or such other forms or documents, appropriately completed, as may be applicable to establish that such Lender is exempt from withholding or deduction of Taxes.

(e) If the Administrative Agent or a Lender receives a refund of, or credit with respect to, any Taxes paid by the Company, or for which the Company has made a payment to the Administrative Agent or such Lender, pursuant to this Section 7.6, and the Administrative Agent or such Lender, as the case may be, determines in its sole, good faith judgment that such refund or credit is attributable, in whole or in part, to such payment by the Company, then the Administrative Agent or such Lender shall promptly notify the Administrative Agent and the Company and shall within thirty days remit to the Company such amount as the Administrative Agent or such Lender determines to be the proportion of the refunded or credited amount as will leave it, after such remittance to the Company, in no better or worse position than it would have been if the Taxes had not been imposed and such payment by the Company had not been made.

(f) Notwithstanding any other provision of this Agreement, the Company shall not be obligated to reimburse any Lender for any amount payable under this Section 7.6 to the extent that such amount would not have been payable if such Lender's Exemption Representation were true or such Lender had complied with its obligations under clause (d) above and Sections 13.10(a) through (c).

(g) The Company shall not be required to pay any amount to any Lender pursuant to this Section 7.6 to the extent that such amount (i) is subject to, but is not otherwise payable to such Lender pursuant to, another Section of this Agreement and/or (ii) has been paid to such Lender pursuant to another Section of this Agreement.

(h) Each Lender agrees that it will cooperate with the Company, and the Company will have the right to contest and to control any contest for the recovery of Taxes that are asserted in the name of such Lender and are subject to the indemnity of the Company under this Section 7.6, to the extent that such contest and the resolution thereof do not disadvantage such Lender.

## SECTION 8. INCREASED COSTS..

8.1. Increased Costs. If any Lender shall reasonably determine that the adoption or phase-in of any applicable law, rule or regulation regarding capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender or any Person controlling such Lender with any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank or comparable agency, in each case arising after the date hereof, has or would have the effect of reducing the rate of return on such Lender's or such controlling Person's capital as a consequence of such Lender's obligations hereunder or under any Letter of Credit to a level below that which such Lender or such controlling Person could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such controlling Person's policies with respect to capital adequacy) by an amount deemed by such Lender or such controlling Person to be material, then from time to time, upon demand to the Company by such Lender (which demand shall be accompanied by a statement setting forth the basis for such demand and a calculation of the amount thereof in reasonable detail, a copy of which shall be furnished to the Administrative Agent), the Company shall pay to such Lender such additional amount or amounts as will compensate such Lender or such controlling Person for such reduction.

8.2. Reserved.

8.3. Reserved.

8.4. Reserved.

8.5. Reserved.

8.6. Reserved.

8.7. Mitigation of Circumstances; Replacement of Affected Lender. (a) Each Lender shall promptly notify the Company and the Administrative Agent of any event of which it has knowledge which will result in, and will use reasonable commercial efforts available to it (and not, in such Lender's good faith judgment, otherwise disadvantageous to such Lender) to mitigate or avoid, any obligation by the Company to pay any amount pursuant to Section 7.6 or 8.1 (and, if any Lender has given notice of any such event described above and thereafter such

event ceases to exist, such Lender shall promptly so notify the Company and the Administrative Agent). Without limiting the foregoing, (x) each Lender will designate a different funding office if such designation will avoid (or reduce the cost to the Company of) any event described in the preceding sentence and such designation will not, in such Lender's good faith judgment, be otherwise disadvantageous to such Lender and (y) no Lender shall make any demand for compensation under Section 8.1 unless such Lender is making similar demands to a substantial portion of its customers that have agreements containing provisions that are substantially the same as the relevant provision of Section 8.1.

(b) At any time any Lender is an Affected Lender, the Company may replace such Affected Lender as a party to this Agreement with one or more other bank(s) or financial institution(s) reasonably satisfactory to the Administrative Agent (and, upon notice from the Company, such Affected Lender shall assign in accordance with the registration requirements of Section 14.9.1 and pursuant to an Assignment Agreement, and without recourse or warranty, its Revolving Commitment, its Loans, its Note, its participation (if any) in Letters of Credit and all of its other rights and obligations hereunder to such replacement bank(s) or other financial institution(s) for a purchase price equal to the sum of the outstanding principal amount of the Loans so assigned, all accrued and unpaid interest thereon, its ratable share of all accrued and unpaid commitment fees and Letter of Credit fees and other fees, as the case may be.

8.8. Conclusiveness of Statements; Survival of Provisions. Determinations and statements of any Lender pursuant to Section 8.1 shall be conclusive and binding on the Company absent manifest error. Lenders may use reasonable averaging and attribution methods in determining compensation under Sections 8.1, and the provisions of such Sections shall survive repayment of the Loans, cancellation of the Notes, cancellation or expiration of the Letters of Credit and any termination of this Agreement.

## SECTION 9. REPRESENTATIONS AND WARRANTIES.

To induce the Administrative Agent and the Lenders to enter into this Agreement and to induce the Lenders to make Credit Extensions, the Company and the Parent represent and warrant to the Administrative Agent and the Lenders that:

9.1. Organization, etc. Each of the Company and the Parent is a corporation duly organized, validly existing and, if applicable, in good standing under the laws of the State of its organization; each Subsidiary is duly organized, validly existing and, if applicable, in good standing under the laws of the jurisdiction of its organization; and each of the Parent, the Company and each Subsidiary is duly qualified to do business in each jurisdiction where the nature of its business makes such qualification necessary (except in those instances in which the failure to be qualified or in good standing could not reasonably be expected to have a Material Adverse Effect) and, upon the entry of the Financing Orders by the Bankruptcy Court, has full power and authority to own its property and conduct its business as currently conducted by it.

9.2. Authorization; No Conflict. Subject to the entry of the Financing Orders by the Bankruptcy Court, the execution and delivery by the Company of this Agreement and each other Loan Document to which it is a party, the borrowings hereunder, the execution and delivery by each other Loan Party of each Loan Document to which it is a party and the performance by each

Loan Party of its obligations under each Loan Document to which it is a party are within the organizational powers of such Loan Party, have been duly authorized by all necessary organizational action on the part of such Loan Party (including any necessary shareholder, partner or member action), have received all necessary governmental approval, other than the Interim Financing Order and the Final Financing Order, and do not and will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, injunction, decree or judgment of any court or other government agency which is binding on any Loan Party, (b) contravene or conflict with, or result in a breach of, any provision of the certificate of incorporation, partnership agreement, unanimous shareholder agreement, by-laws or other organizational documents of such Loan Party or of any agreement, indenture, instrument or other document which is binding on such Loan Party or any other Subsidiary or any property of any of the foregoing or (c) result in or require the creation or imposition of any Lien on any property of any Loan Party or any other Subsidiary (other than Liens arising under the Loan Documents).

9.3. Validity and Binding Nature. Subject to the entry of the Financing Orders by the Bankruptcy Court, each Loan Document to which any Loan Party is a party is, or when duly executed and delivered by such Loan Party and the other parties thereto will be, the legal, valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its terms, subject to bankruptcy, insolvency and similar laws affecting the enforceability of creditors' rights generally and to general principles of equity.

9.4. Financial Condition. The unaudited consolidated financial statements of the Parent and its Subsidiaries as of January 31, 2009, copies of which have been delivered to the Administrative Agent, present fairly in all material respects the consolidated financial condition of the Parent and its Subsidiaries as at such date and the results of their operations for the period then ended subject to normal year-end adjustments and the accounting matters listed on Schedule 9.4.

9.5. No Material Adverse Change. Other than arising as a result of the commencement of the Chapter 11 Cases, since the date of the financial statements referred to in Section 9.4, there has been no material adverse change in the business, assets, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of the Parent and its Subsidiaries taken as a whole

9.6. Litigation and Contingent Liabilities. Except as set forth on Schedule 9.6 and the Chapter 11 Cases, no litigation (including derivative actions), arbitration proceeding or governmental investigation or proceeding is pending or, to the Company's knowledge, threatened against the Parent, the Company or any of its Subsidiaries that would reasonably be expected to have a Material Adverse Effect. Other than any liability incident to such litigation or proceedings, none of the Parent, the Company or any of their respective Subsidiaries has any material contingent liabilities as of the date hereof not listed in Schedule 9.6 or reflected in the financial statements referred to in Section 9.4.

9.7. Ownership of Properties; Liens. Except as set forth in Schedule 9.7, each of the Parent, the Company and each Subsidiary owns good and, in the case of real property, indefeasible title to, or a valid license for or leasehold interest in, all of its properties and assets, real and personal, tangible and intangible, of any nature whatsoever, in each case necessary for

the conduct of its business (including patents, trademarks, trade names, service marks and copyrights), free and clear of all Liens, charges and claims (including infringement claims which are pending or, to the knowledge of the Parent, the Company or any Subsidiary, threatened with respect to patents, trademarks, copyrights and the like) except as permitted pursuant to Section 10.7.

9.8. Subsidiaries. Schedule 9.8 sets forth the organizational structure and capital structure of the Parent and its Subsidiaries as of the date hereof.

9.9. Pension Plans. (a) During the twelve-consecutive-month period prior to the date of the execution and delivery of this Agreement or the making of any Credit Extension hereunder, (i) no steps have been taken to terminate any Pension Plan and (ii) no contribution failure has occurred with respect to any Pension Plan sufficient to give rise to a lien under Section 302(f) of ERISA. No condition exists or event or transaction has occurred with respect to any Pension Plan which could reasonably be expected to have a Material Adverse Effect.

(b) (i) All contributions (if any) have been made to any Multiemployer Pension Plan that are required to be made by the Parent or any other member of the Controlled Group under the terms of the plan or of any collective bargaining agreement or by applicable law; (ii) neither the Parent nor any member of the Controlled Group has withdrawn or partially withdrawn from any Multiemployer Pension Plan, incurred any withdrawal liability with respect to any such plan, received notice of any claim or demand for withdrawal liability or partial withdrawal liability from any such plan, and no condition has occurred which, if continued, could reasonably be expected to result in a withdrawal or partial withdrawal from any such plan, in each case where such event, when aggregated with all other events described in this clause (ii), would reasonably be expected to result in liability to the Parent and the other members of the Controlled Group of \$1,000,000 or more; and (iii) neither the Parent nor any other member of the Controlled Group has received any notice that any Multiemployer Pension Plan is in reorganization, that increased contributions may be required to avoid a reduction in plan benefits or the imposition of any excise tax, that any such plan is or has been funded at a rate less than that required under Section 412 of the Code, that any such plan is or may be terminated, or that any such plan is or may become insolvent, other than notices received after the Closing Date of events that, when aggregated with all other events described in this clause (iii), would not reasonably be expected to result in liability to the Parent and the other members of the Controlled Group of \$1,000,000 or more.

9.10. Investment Company Act. None of the Parent, the Company or any Subsidiary is an “investment company” or a company “controlled” by an “investment company”, within the meaning of the Investment Company Act of 1940.

9.11. Use of Proceeds; Margin Stock. The proceeds of the Credit Extensions will be used solely as permitted by Section 10.11. The Company is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying Margin Stock. Following the application of the proceeds of each Credit Extension, not more than 25% of the value of the assets of the Company and its Subsidiaries on a consolidated basis subject to the provisions of Section 10.8 or the restriction on sales of assets set forth in Section 10.10 or subject to any restriction contained in any agreement or instrument between the

Company and any Lender or any Affiliate of any Lender relating to Debt and within the scope of Section 12.2 will be margin stock.

9.12. Taxes. Each of the Parent, the Company and each Subsidiary has filed all United States federal and other material tax returns required by law to have been filed by it and has paid all taxes and governmental charges thereby shown to be owing, except as set forth on Schedule 9.12 and except for (a) any such tax return that is not delinquent, (b) any such tax, fee or other charge that (i) is not delinquent and (ii) is being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been set aside on its books and (c) any such tax, fee or other charge the nonpayment of which is permitted by the Bankruptcy Code.

9.13. Reserved.

9.14. Environmental Matters. The Parent, the Company and each Subsidiary conduct in the ordinary course of business a commercially reasonable review of the effect of existing Environmental Laws and Environmental Claims alleging potential liability or responsibility for violation of any Environmental Law on their respective businesses, operations and properties, and as a result thereof the Parent and the Company have reasonably concluded that Environmental Claims with respect to the businesses, operations and properties of the Parent and its Subsidiaries could not reasonably be expected to have a Material Adverse Effect.

9.15. Information. Subject, in the case of financial statements and similar financial information, to the accounting matters listed on Schedule 9.4, all information furnished in writing on or after January 31, 2009, by the Parent, the Company or any Subsidiary to the Administrative Agent or any Lender for purposes of or in connection with this Agreement and the transactions contemplated hereby is, and all written information hereafter furnished by or on behalf of the Parent, the Company or any Subsidiary to the Administrative Agent or any Lender pursuant hereto or in connection herewith will be, true and accurate in every material respect on the date as of which such information is dated or certified, and none of such information is or will be incomplete by omitting to state any material fact necessary to make such information not misleading in light of the circumstances under which made as of the dates thereof (it being recognized by the Administrative Agent and the Lenders that any projections and forecasts provided by the Parent, the Company or any Subsidiary are based on good faith estimates and assumptions believed by the Parent, the Company or such Subsidiary to be reasonable as of the date of the applicable projections or forecasts and that actual results during the period or periods covered by any such projections and forecasts may differ from projected or forecasted results).

9.16. No Default. Other than arising as a result of the commencement of the Chapter 11 Cases, no Loan Party is in default under any agreement, instrument or undertaking to which it is a party or by which it or any of its property is bound which could reasonably be expected to have a Material Adverse Effect. No Event of Default or Unmatured Event of Default exists.

9.17. No Burdensome Restrictions. No Loan Party is a party to any agreement or instrument or subject to any other obligation or any charter or corporate restriction or any

provision of any applicable law, rule or regulation that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

9.18. Intellectual Property. The Company and each Subsidiary owns and possesses or has a license or other right to use all patents, patent rights, trademarks, trademark rights, trade names, trade name rights, service marks, service mark rights, industrial designs, integrated circuit topographies and copyrights as are necessary for the conduct of the business of the Company and its Subsidiaries, without any infringement upon rights of others which could reasonably be expected to have a Material Adverse Effect.

9.19. Insurance. Set forth on Schedule 9.19 is a complete and accurate summary of the property and casualty insurance program of the Company and its Subsidiaries as of the Closing Date. Such insurance includes all (a) insurance required by any law or governmental regulation or court decree or order applicable to the Parent, the Company or any Subsidiary and (b) such other insurance, to the extent and against such hazards and liabilities, as is customarily maintained by companies similarly situated.

9.20. Labor Matters. Except as set forth on Schedule 9.20, as of the Closing Date, (a) none of the Parent, the Company or any Subsidiary is subject to any labor or collective bargaining agreement; and (b) there are no existing or threatened strikes, lockouts or other labor disputes involving the Parent, the Company or any Subsidiary that individually or in the aggregate could reasonably be expected to have a Material Adverse Effect. Hours worked by and payments made to employees of the Parent, the Company and each Subsidiary are not in violation of the Fair Labor Standards Act or any other applicable law, rule or regulation dealing with such matters.

9.21. Compliance with Laws. Each of the Parent, the Company and each Subsidiary is in compliance in all material respects with the requirements of all applicable laws and all orders, writs, injunctions and decrees applicable to it or to its properties (except for Environmental Laws which are the subject of Section 9.14), except in such instances in which (a) such requirements of law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

9.22. Reserved.

9.23. Good Faith. The Company acknowledges and agrees that the Administrative Agent and the Lenders have at all times acted in good faith in agreeing to extend, or consenting to the extension of, credit and other financial accommodations to the Company in accordance with, and otherwise acted in compliance with the terms of, the Loan Documents.

9.24. Secured, Superpriority Obligations.

9.24.1. On and after the Closing Date, upon entry of the Interim Financing Order or the Final Financing Order, as applicable, and pursuant to and to the extent provided in the Interim Financing Order and the Final Financing Order, the provisions of the Loan Documents, the Interim Financing Order and the Final Financing Order are effective to create in favor of the Administrative Agent for the benefit of the Lenders, legal, valid and perfected Liens on and

security interests (having the priority provided for herein, in the Interim Financing Order and in the Final Financing Order) in all right, title and interest in the Collateral expressed to be secured pursuant to the Collateral Documents, enforceable against each Loan Party in accordance with their terms.

9.24.2. Pursuant to subclauses (2) and (3) of clause (c) and subclause (1) of clause (d) of Section 364 of the Bankruptcy Code, the Interim Financing Order and the Final Financing Order, all amounts owing by the Loan Parties under this Agreement and the other Loan Documents with respect to the Revolving Loans and the Letters of Credit will be secured by a first priority, senior, priming non-avoidable perfected Lien on the Collateral (including the "Collateral" under this Agreement), subject only to valid, perfected, nonavoidable and enforceable Liens existing as of the Commencement Date (other than Liens securing this Agreement), the Carve-Out.

9.24.3. Pursuant to subclause (1) of clause (c) of Section 364 of the Bankruptcy Code, the Interim Financing Order and the Final Financing Order, after the entry of the Interim Financing Order and pursuant to and to the extent provided in the Interim Financing Order and the Final Financing Order, subject to the Carve-Out, all obligations of the Loan Parties hereunder with respect to the Revolving Loans and the Letters of Credit at all times shall constitute allowed super-priority administrative expense claims in each of the Chapter 11 Cases having priority over all administrative expenses of the kind specified in Sections 105, 326, 328, 330, 331, clause (b) of Section 503, clause (c) of Section 506, clauses (a) and (b) of Section 507, and Section 726 of the Bankruptcy Code.

9.24.4. The Interim Financing Order and the transactions contemplated hereby and thereby, are in full force and effect and have not been vacated, reversed, modified, amended or stayed without the prior written consent of the Required Lenders.

## SECTION 10. COVENANTS.

Until the expiration or termination of the Commitments and thereafter until all obligations of the Company hereunder and under the other Loan Documents are paid in full and all Letters of Credit have expired or have been terminated, each of the Parent (with respect to the applicable provisions of Sections 10.1, 10.2, 10.4, 10.5, 10.6, 10.9, 10.12 through 10.14, 10.17 and 10.24 only) and the Company agrees that, unless at any time the Required Lenders shall otherwise expressly consent in writing, it will:

10.1. Certificates and Other Information. Furnish to the Administrative Agent and each Lender:

10.1.1. Compliance Certificates. Contemporaneously with the furnishing of a copy of each of the reports required pursuant to Section 10.1.9 a duly completed compliance certificate in the form of Exhibit G, with appropriate insertions, dated the date of such reports and signed by a Responsible Financial Officer of the Parent to the effect that such officer has not become aware (a) of any Event of Default or Unmatured Event of Default that has occurred and is continuing or, if there is any such event, describing it and the steps, if any, being taken to cure it and (b) of any default in payment or performance of any post-petition obligations, when such default would be

reasonably likely to result in a Material Adverse Effect or, if there is any such event, describing it and the steps, if any, being taken to cure it.

10.1.2. Reserved.

10.1.3. Notice of Default, Litigation, ERISA and Environmental Matters. Promptly upon any Responsible Officer becoming aware of any of the following, written notice describing the same and the steps being taken by the Parent, the Company or the Subsidiary affected thereby with respect thereto:

- (a) the occurrence of an Event of Default or an Unmatured Event of Default;
- (b) any litigation, arbitration or governmental investigation or proceeding not previously disclosed by the Parent or the Company to the Lenders which has been instituted or, to the knowledge of the Parent or the Company, is threatened against the Parent, the Company or any Subsidiary or to which any of the properties of any thereof is subject which would reasonably be expected to have a Material Adverse Effect;
- (c) the institution of any steps by any member of the Controlled Group or any other Person to terminate any Pension Plan, or the failure of any member of the Controlled Group to make a required contribution to any Pension Plan (if such failure is sufficient to give rise to a lien under Section 302(f) of ERISA) or to any Multiemployer Pension Plan, or the taking of any action with respect to a Pension Plan which could reasonably be expected to result in the requirement that the Company furnish a bond or other security to the PBGC or such Pension Plan, or the occurrence of any event with respect to any Pension Plan or Multiemployer Pension Plan which could result in the incurrence by any member of the Controlled Group of any material liability, fine or penalty (including any claim or demand for withdrawal liability or partial withdrawal from any Multiemployer Pension Plan), or any notice that any Multiemployer Pension Plan is in reorganization, that increased contributions may be required to avoid a reduction in plan benefits or the imposition of an excise tax, that any such plan is or has been funded at a rate less than that required under Section 412 of the Code, that any such plan is or may be terminated, or that any such plan is or may become insolvent;
- (d) any cancellation (without replacement) or material change (other than any increase in coverage amounts or as a result of a reduction in coverage during administration of the Chapter 11 Cases in the reasonable discretion of the Company and acceptable to the Administrative Agent) in any insurance maintained by the Parent, the Company or any Subsidiary;
- (e) any event (including any violation of any Environmental Law or the assertion of any Environmental Claim) which would reasonably be expected to have a Material Adverse Effect; or
- (f) any setoff, claim (including any Environmental Claim), withholding or other defense to which any material portion of the collateral granted under any Collateral Document, or the Administrative Agent's or the Lenders' rights with respect to any material portion of such collateral, are subject.

10.1.4. Subsidiaries. Promptly upon any change in the list of its Subsidiaries from that set forth on Schedule 9.8 (or in the most recent notice pursuant to this Section), notification of such change.

10.1.5. Interim and Special Audits; Management Letters. Promptly upon receipt thereof, a copy of each final interim or final special audit made by independent accountants of the books of the Parent, the Company or any Subsidiary and any management letter received from such accountants.

10.1.6. SEC and Other Reports. Promptly upon their becoming available, a copy of each financial statement, report, notice or proxy statement sent by the Company to its creditors or stockholders generally and of each regular or periodic report, and any registration statement or prospectus filed by the Company or any Subsidiary with any securities exchange or the Securities and Exchange Commission or any successor agency, and a copy of any order in any material proceeding to which the Company or any Subsidiary is a party, issued by any governmental authority, Federal or state, having jurisdiction over the Company or any Subsidiary.

10.1.7. Senior Subordinated Loan Documents. Promptly after receipt thereof, copies of all proposed amendments or modifications to the Senior Subordinated Loan Agreement and to all other loan agreements to which the Company is a party. The Company shall make no cash payments on the Senior Subordinated Notes or any of the other Senior Subordinated Loan Documents; provided, however, that if the Liabilities are fully paid and satisfied, the Company may make payments on the Senior Subordinated Notes or any of the other Senior Subordinated Loan Documents. The Company shall not propose any plan of reorganization that contemplates any cash payment to the Senior Subordinated Notes or any of the other Senior Subordinated Loan Documents or any other transfers to the holders of the Senior Subordinated Notes or any of the other Senior Subordinated Loan Documents of the Parent's, the Company's or any Subsidiary's pre-petition or post-petition assets that is prohibited by the existing Subordination and Intercreditor Agreement among the Administrative Agent, the holders of the Senior Subordinated Notes and the Company unless and until the Loans are each repaid in full in cash.

10.1.8. Management Agreements. (a) Promptly after the execution thereof, a copy of each amendment to a Management Agreement, provided no amendment, modification or termination of the Management Agreement shall be effective unless approved in writing in advance by the Administrative Agent, and (b) as promptly as possible after the end of each Fiscal Quarter (and in any event no later than 45 days after the end of such Fiscal Quarter), a certificate with a detailed calculation of the management fees due to Brazos Advisers for such Fiscal Quarter under the Monitoring Agreement and setting forth the aggregate accrued and unpaid management fees under the Monitoring Agreement as of the end of such Fiscal Quarter; provided, however, that the Company shall not pay any management fees due and payable to Brazos Advisers under the Monitoring Agreement or the Advisory Agreement unless the same permitted by the Required Lenders.

10.1.9. Reports. (a) On or prior to the date the Bankruptcy Court enters the Final Financing Order, an Operating Budget (revised from that delivered on the Closing Date which shall be reasonably satisfactory to the Required Lenders), which shall be consistent with the Initial Operating Budget delivered on the Closing Date;

(b) Within four (4) weeks after the Commencement Date, an Operating Budget for the period beginning on the first date of the 4th week after the Commencement Date through and including June 5, 2009;

(c) On each Tuesday during the Term, a Daily Cash Flow Budget for the succeeding four (4)-week period and a reconciliation of the forecast from the immediately preceding week and cumulatively from the Commencement Date, with management explanations of significant variances, and comments regarding any other significant changes from the immediately preceding Daily Cash Flow Budget;

(d) Updates of any financial projections that may be reasonably requested by, and that are reasonably satisfactory to, the Administrative Agent and the Required Lenders and other reports as may be reasonably requested by the Administrative Agent or the Required Lenders (including any closing summary relating to any proposed Asset Sale and any financial projections or other information underlying any Reorganization Plan proposal advanced by any of the Loan Parties) delivered on a date and in a manner satisfactory to the Administrative Agent and the Required Lenders;

(e) The Company shall deliver to the Administrative Agent bi-weekly inventory reports in form and substance reasonably satisfactory to the Administrative Agent; and

(f) In the event (y) of an Asset Sale representing 10% or more of the consolidated assets of the Loan Parties or (z) the Company determines that the then-current Operating Budget is no longer accurate due to collections being less than 80% of projections set forth in such Operating Budget, a revised Operating Budget satisfactory to the Administrative Agent and its financial advisor promptly after the occurrence of such event, covering the then-current period, and the Administrative Agent and the Company shall negotiate such modifications to the Operating Budget (other than the Carve-Out) in good faith. The Company may elect to re-submit for approval by the Required Lenders a modified Operating Budget for any period so long as any such modified Operating Budget is submitted on or before the date four (4) weeks prior to the Final Maturity Date and as part of a recast Operating Budget for the balance of the term of this Agreement and provided that the Company shall negotiate in good faith as to any modifications (other than to the Carve-Out) to the Operating Budget. So long as the Required Lenders provide written consent to a proposed revision, the revised Operating Budget shall be deemed to be approved from the date of such consent through the Termination Date;

(g) Within seven (7) Business Days of the end of each month, a Budget Compliance Certificate;

(h) Reserved;

(i) Promptly from time to time, deliver to the Administrative Agent and its legal counsel copies of all pleadings, motions, applications, judicial information, financial information and other documents filed by or on behalf of the Loan Parties with the Bankruptcy Court or distributed by the Loan Parties to the Committee;

(j) The Company and its financial advisor will participate in weekly conference calls with the Lenders to update the Lenders on the status of operations and marketing activities.

(k) Promptly and on no less than a weekly basis furnish updates and periodic information regarding the status and progress of the Sale Process in a form acceptable to the Administrative Agent. The Company shall deliver to the Administrative Agent a copy of all bona fide proposals to purchase the Company's assets or any portion thereof. Without limiting the generality of the foregoing, where an acceptable asset purchase agreement (based on the form asset purchase agreement approved pursuant to the Sale Procedures Order (an "Acceptable Asset Purchase Agreement") has been entered into with a qualified bidder as defined pursuant to the Sale Procedures Order, the Loan Parties shall promptly inform the Administrative Agent and provide the Administrative Agent (for distribution to the Lenders) with a copy of such executed agreement and further promptly inform the Administrative Agent and the Lenders of any amendments or other modifications to such Acceptable Asset Purchase Agreement that have been requested by any putative purchaser in writing and that have been approved by the Company and the Required Lenders and provide the Administrative Agent (for distribution to the Lenders) and the Required Lenders with any such amendments or modifications that may be executed and delivered by the parties to such agreement, in each case for distribution to the Lenders; and

10.1.10. Other Information. From time to time such other information concerning the Parent, the Company and any Subsidiary as the Administrative Agent (or any Lender acting through the Administrative Agent) may reasonably request.

Documents required to be delivered pursuant to this Section 10.1 shall be deemed to have been delivered on the date on which such documents are delivered in electronic form to the Administrative Agent for posting on the Company's behalf on IntraLinks or another relevant website sponsored by the Administrative Agent; provided that the Company shall deliver paper copies of any such document delivered to the Administrative Agent in electronic form upon request. Notwithstanding anything contained herein, in every instance the Company shall be required to provide paper copies of the Compliance Certificates required by Section 10.1.2 to the Administrative Agent. Except for such Compliance Certificates, the Administrative Agent shall have no obligation to request the delivery or to maintain copies of the documents referred to above, and in any event shall have no responsibility to monitor compliance by the Company with any such request for delivery, and each Lender shall be solely responsible for requesting (through the Administrative Agent) delivery to such Lender, or maintaining, copies of such documents.

10.2. Books, Records and Inspections. Keep, and cause each Subsidiary of such Person to keep, its books and records in accordance with sound business practices sufficient to allow the Company to prepare financial statements in accordance with GAAP; permit, and cause each Subsidiary of such Person to permit, the Administrative Agent or any representative thereof, including, the Administrative Agent's financial advisor, Alvarez & Marsal (or any Lender or any representative thereof accompanied by the Administrative Agent or any representative thereof) upon reasonable prior notice during normal business hours to inspect the properties and

operations of the Parent, of the Company and of such Subsidiary; permit, and cause each Subsidiary of such Person to permit, at reasonable intervals, at any reasonable time during normal business hours and with reasonable notice (or at any time without notice if an Event of Default exists), any Lender or the Administrative Agent or any representative thereof to visit any or all of its offices, to discuss its financial matters with one or more of its Responsible Financial Officers and its independent public accountants (and the Parent and the Company hereby authorize such accountants to discuss such financial matters with any Lender or the Administrative Agent or any representative thereof, and to examine (and, at the reasonable expense of such Person or the applicable Subsidiary, photocopy extracts from) any of its books or other corporate records, including, without limitation, access to the Parent's, the Company's and each Subsidiary's current account records in electronic form, and; and permit, and cause each Subsidiary to permit, the Administrative Agent to perform periodic field examinations of the Company and its Subsidiaries at reasonable intervals and at such reasonable times as the Administrative Agent or the Required Lenders (in each case in consultation with the Company) may elect. The Administrative Agent and the Lenders agree to use reasonable efforts to coordinate and manage the exercise of their rights under this Section 10.2 so as to minimize the disruption to the businesses of the Parent, the Company and their Subsidiaries resulting therefrom.

10.3. Insurance; Maintenance of Property. (a) Maintain, and cause each Subsidiary to maintain, with responsible insurance companies, such insurance (which may include self-insurance) as may be required by any law or governmental regulation or court decree or order applicable to it and such other insurance, to such extent and against such hazards and liabilities, as is customarily maintained by companies similarly situated; and, upon request of the Administrative Agent (or any Lender acting through the Administrative Agent), furnish to the Administrative Agent or such Lender a certificate setting forth in reasonable detail the nature and extent of all insurance maintained by the Company and its Subsidiaries. The Company shall cause each issuer of an insurance policy to provide the Administrative Agent with an endorsement (i) showing loss payable to the Administrative Agent with respect to each policy of property or casualty insurance and naming the Administrative Agent as an additional insured with respect to each policy of insurance for liability for personal injury or property damage, (ii) providing that 30 days' notice (or 10 days' notice in the case of cancellation for non-payment of premium) will be given to the Administrative Agent prior to any cancellation of, material reduction or change in coverage provided by or other material modification to such policy and (iii) reasonably acceptable in all other material respects to the Administrative Agent. The Company shall execute and deliver to the Administrative Agent a collateral assignment, in form and substance reasonably satisfactory to the Administrative Agent, of each business interruption insurance policy maintained by the Company.

**(b) UNLESS THE COMPANY PROVIDES THE ADMINISTRATIVE AGENT WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS AGREEMENT, THE ADMINISTRATIVE AGENT MAY PURCHASE INSURANCE AT THE COMPANY'S EXPENSE TO PROTECT THE ADMINISTRATIVE AGENT'S AND THE LENDERS' INTERESTS IN THE COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT, PROTECT THE COMPANY'S INTERESTS. THE COVERAGE THAT THE ADMINISTRATIVE AGENT PURCHASES MAY NOT PAY ANY CLAIM THAT IS MADE AGAINST THE COMPANY IN CONNECTION WITH THE COLLATERAL.**

THE COMPANY MAY LATER CANCEL ANY INSURANCE PURCHASED BY THE ADMINISTRATIVE AGENT, BUT ONLY AFTER PROVIDING THE ADMINISTRATIVE AGENT WITH EVIDENCE THAT THE COMPANY HAS OBTAINED INSURANCE AS REQUIRED BY THIS AGREEMENT. IF THE ADMINISTRATIVE AGENT PURCHASES INSURANCE FOR THE COLLATERAL, THE COMPANY WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES THAT MAY BE IMPOSED WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO THE PRINCIPAL AMOUNT OF THE LOANS OWING HEREUNDER. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF THE INSURANCE THE COMPANY MAY BE ABLE TO OBTAIN ON ITS OWN.

(c) Keep, and cause each Subsidiary to keep, all property useful and necessary in the business of the Company or such Subsidiary in good working order and condition, ordinary wear and tear, condemnation and casualty excepted.

10.4. Compliance with Laws, Material Contracts; Payment of Taxes and Liabilities. (a) Comply, and cause each Subsidiary of such Person to comply, in all respects with all applicable laws (including ERISA but excluding Environmental Laws, which are the subject of Section 10.15), rules, regulations, decrees, orders, judgments, licenses, material contracts and permits, except to the extent that noncompliance could (i) reasonably be expected not to have a Material Adverse Effect or (ii) not result in a Lien on any property of such Person or any of its Subsidiaries; and (b) subject to the approval of the Bankruptcy Court in the Chapter 11 Cases, pay, and cause each Subsidiary of such Person to pay, prior to delinquency, all United States federal taxes and all other material taxes and other material governmental charges against it or any of its property, as well as claims of any kind which, if unpaid, would be reasonably likely to become a Lien on any of its property; provided that the foregoing shall not require the Parent, the Company or any of their Subsidiaries to pay any such tax or charge so long as it shall contest the validity thereof in good faith by appropriate proceedings and shall set aside on its books adequate funded reserves with respect thereto in accordance with GAAP.

10.5. Maintenance of Existence, etc. Except with respect to [and Morton Metalcraft of South Carolina, Inc.], maintain and preserve, and (subject to Section 10.9) cause each Subsidiary of such Person to maintain and preserve, (a) its existence in the jurisdiction of its formation, (b) its good standing, if applicable, in the jurisdiction of its formation and (c) its qualification and good standing as a foreign company in each jurisdiction where the nature of its business makes such qualification necessary (except in those instances in which the failure to be qualified or in good standing does not have a Material Adverse Effect).

10.6. Financial Covenants.

10.6.1. Capital Expenditures. Unless otherwise agreed by the Required Lenders, the Company and its Subsidiaries shall make no Capital Expenditures, except as specifically approved as part of the Daily Cash Flow Budget.

10.6.2. Cumulative Cash Receipts Test. Beginning with the third week of the Operating Budget, the Administrative Agent shall test the cumulative cash receipts of the Company on a weekly basis, with a permitted variance of ten percent (10%).

10.7. Limitations on Debt. Not, and not permit any Subsidiary to, create, incur, assume or suffer to exist any Debt, except: (a) obligations under this Agreement and the other Loan Documents; and (b) Debt in effect as of the Commencement Date that was not an Event of Default as of the Commencement Date, as set forth on Schedule 10.7.

10.8. Liens. Not, and not permit any Subsidiary to, create or permit to exist any Lien on any of its real or personal properties, assets or rights of whatsoever nature (whether now owned or hereafter acquired), except:

- (a) Liens in favor of the Administrative Agent arising under the Loan Documents;
- (b) Liens identified in Schedule 10.8 and, with the prior written approval of the Administrative Agent, Liens upon or in the same property theretofore subject thereto securing refinancings, refundings, renewals, replacements or extensions of the Debt originally secured by such Liens, provided that the amount of Debt secured thereby is not increased;
- (c) Liens in effect as of the Commencement Date that were not an Event of Default as of the Commencement Date.
- (d) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution and securing amounts owing to such institution with respect to cash management and operating account arrangements, including those involving pooled accounts and netting arrangements.

10.9. Restricted Payments. Not, and not permit any Subsidiary to, (a) declare or pay any dividends on any of its capital stock (other than stock dividends), (b) purchase or redeem any such stock or any warrants, options or other similar rights in respect of such stock, (c) pay any management fees, financial advisory fees or similar fees to any of its shareholders (in their capacity as such) or any Affiliate thereof or to any Investor or any Affiliate thereof, (d) make any other distribution to any shareholder with respect to such shareholder's equity interest, (e) pay any principal of or cash interest on, or purchase, redeem or defease, any of the Senior Subordinated Notes, or (f) set aside funds for any of the foregoing; provided that (i) any Subsidiary may declare and pay dividends to the Company or to any other Subsidiary; and (ii) the Company may pay dividends to the Parent in an amount sufficient to enable the Parent to, and the Parent may, pay its taxes.

10.10. Mergers, Consolidations, Sales. Not, and not permit any Subsidiary to, be a party to any merger, amalgamation or consolidation with, or purchase or otherwise acquire all or substantially all of the assets, stock of any class or partnership or joint venture interests in, any other Person, or sell, transfer, convey or lease any of its assets, or sell or assign with or without recourse any receivables except (i) sales of inventory in the ordinary course of business or pursuant to any wind-down plan, (ii) sales of other assets including assets no longer used in operations, pursuant to Section 363 of the Bankruptcy Code or otherwise, for which total

consideration for all such sales does not exceed \$100,000 in any single instance or \$1,000,000 in the aggregate (or an amount greater than \$100,000 in a single instance or greater than \$1,000,000 in the aggregate as determined by Required Lenders or the consent of all the Lenders if so required under Section 14.1) and (iii) a sale of substantially all of the assets of the Loan Parties pursuant to the Section 363 Sale for a cash purchase price at closing acceptable to the Agent and the Lenders based on an Acceptable Asset Purchase Agreement, so long as all net proceeds thereof are distributed as set forth in Section 6.3.3.

10.11. Use of Proceeds. (a) The proceeds of Revolving Loans shall be used by the Company for the post-petition refinancing of the Revolving Loans outstanding as of the Commencement Date and for post-petition operating expenses set forth in the Operating Budget, subject to certain restrictions set forth in the Interim Financing Order and the Final Financing Order; provided that, subject to the condition that the total Revolving Loans shall not exceed the Availability, there will be a permitted variance in the weekly availability for Revolving Loans (the "Permitted Variance") from the budgeted level of the aggregate weekly "DIP Balance" (as such term is defined in the Operating Budget) of 15% over the budgeted "DIP Balance" for each Budgetary Week during the term less the amount of the aggregate balance of new money Revolving Loans outstanding as of the end of the immediately preceding Budgetary Week, so long as the Revolving Loans after giving effect to such variance shall not exceed the Availability. By way of example, if the Week 3 budgeted "DIP Balance" is \$1,000,000 and the aggregate balance of new money Revolving Loans outstanding as of the end of Week 2 is \$900,000, the Company could borrow additional new money Revolving Loans in Week 3 in the amount of \$250,000 ( $\$1,000,000 \text{ (Week 3 budgeted DIP Balance)} \times 1.15 = \$1,150,000 \text{ (Budgeted Week 3 DIP Balance} \times \text{Permitted Variance)} - \$900,000 \text{ (aggregate balance of new money Revolving Loans outstanding end of Week 2)} = \$250,000 \text{ (Week 3 availability)}$ ).

(b) None of such proceeds will be used in violation of any applicable law or regulation. None of the proceeds of any Loans or the cash collateral may be used to challenge in any manner whatsoever (as opposed to investigate), whether by motion, adversary proceeding or other action or proceeding, the amount, validity or perfection of the Liabilities (and/or the accompanying Liens) or to otherwise assert and/or prosecute, by way of motion, adversary proceeding or other action or proceeding before any court (including the Bankruptcy Court) or other body, any other cause of action or claim of any nature or type whatsoever (whether under any provision of the Bankruptcy Code (including any provision of Chapter 5 of the Bankruptcy Code) or otherwise, including whether under contract or tort theory) against any of the Administrative Agent, the Lenders, and/or National City (or any of its affiliates) as Cash Management Bank or in any other capacity under the Loan Documents, and, without limiting the generality of the foregoing, the defined term "Carve-Out" for purposes of this Agreement shall be subject to such prohibition.

10.12. Further Assurances. (a) Take, execute and deliver, and shall cause each Subsidiary of such Person to take, execute and deliver, any and all such further acts, deeds, conveyances, security agreements, Mortgages, assignments, estoppel certificates, financing statements and continuations thereof, termination statements, notices of assignment, transfers, certificates, assurances and other instruments (including using commercially reasonable efforts to deliver Collateral Access Agreements) that the Administrative Agent or the Required Lenders may reasonably request from time to time in order (1) to ensure that (i) the obligations of the

Company hereunder and under the other Loan Documents are guaranteed, pursuant to the Subsidiary Guaranty, by all Subsidiaries (including, promptly upon the acquisition or creation thereof, any Subsidiary created or acquired after the date hereof), (ii) the obligations of the Company hereunder and under the other Loan Documents are guaranteed, pursuant to Section 15, by the Parent and (iii) the obligations of the Company and the Parent under the Loan Documents and of each Subsidiary under the Subsidiary Guaranty are secured by substantially all of the assets of the Company, the Parent and each Subsidiary; (2) to perfect and maintain the validity, effectiveness and priority of the Collateral Documents and the Liens intended to be created thereby and (3) to better assure, convey, grant, assign, transfer, preserve, protect and confirm to the Administrative Agent and the Lenders the rights granted now or hereafter intended to be granted to the Administrative Agent and the Lenders under any Loan Document or under any other document executed in connection therewith. Contemporaneously with the execution and delivery of any document referred to above, the Parent and the Company shall, and the Company shall cause each Subsidiary to, deliver all resolutions, and corporate documents as the Administrative Agent or the Required Lenders may reasonably request to confirm the enforceability of such document and the perfection of the security interest created thereby, if applicable.

(b) Notwithstanding anything to the contrary in the Loan Documents, (i) no amount due from or other obligation of the Company shall be (directly or indirectly) guaranteed by, or secured by an asset of, any Foreign Subsidiary if such guaranty would result in material adverse tax consequences to the Company and (ii) to the extent not inconsistent with clause (i), neither the Company nor any Domestic Subsidiary shall be required to pledge more than 66 2/3% of the voting ownership interests in any Foreign Subsidiary.

10.13. Arm's-Length Transactions. Except for transactions and payments permitted under Section 10.9, not, and not permit any Subsidiary of such Person to, enter into, or cause, suffer or permit to exist any transaction, arrangement or contract with any of its Affiliates (other than the Parent and its Subsidiaries) which is on terms that are less favorable than are obtainable from any Person which is not one of its Affiliates.

10.14. Employee Benefit Plans. Maintain, and cause each Subsidiary of such Person to maintain, each Pension Plan, in compliance in all material respects with all applicable requirements of law and regulations.

10.15. Environmental Laws. Conduct, and cause each Subsidiary to conduct, its operations and keep and maintain its property in compliance with all Environmental Laws, except to the extent that noncompliance could not reasonably be expected to have a Material Adverse Effect.

10.16. Unconditional Purchase Obligations. Not, and not permit any Subsidiary to, enter into or be a party to any contract for the purchase of materials, supplies or other property or services, if such contract requires that payment be made by it regardless of whether or not delivery is ever made of such materials, supplies or other property or services.

10.17. Inconsistent Agreements. Not, and not permit any Subsidiary to, enter into any agreement containing any provision which (a) would be violated or breached by any borrowing,

the obtaining of any Letter of Credit or any other Credit Extension by the Company hereunder or by the performance by the Parent, the Company or any Subsidiary of any of its obligations under any other Loan Document or under any Senior Subordinated Loan Document or (b) would prohibit the Company or any Subsidiary from granting to the Administrative Agent, for the benefit of the Lenders, a Lien on any of its assets (other than any prohibition with respect to an asset subject to a Lien or purchase money security interest securing Debt permitted by Section 10.7 or a Lien permitted by Section 10.8.

10.18. Business Activities. Not, and not permit any Subsidiary to, (a) engage in any line of business other than those engaged in by the Company and its Subsidiaries on the Closing Date and businesses reasonably related thereto or (b) except as permitted by Section 10.10 or required by the Bankruptcy Code, cease carrying out its business in the ordinary course.

10.19. Advances and Other Investments. Not, and not permit any Subsidiary to, make, incur, assume or suffer to exist any Investment in any other Person, except (without duplication) the following:

- (a) equity Investments in its Subsidiaries existing on the Commencement Date;
- (b) other Investments existing on the Commencement Date and listed on Schedule 10.19;
- (c) Investments permitted by Section 10.20; and
- (d) Investments received in connection with the bankruptcy or reorganization of, or settlement of delinquent accounts and disputes with, customers and suppliers, in each case in the ordinary course of business;

10.20. Interest Rate Protection. Maintain their existing interest rate protection agreements (subject to any non-default termination thereof in accordance with the terms thereof as in effect on the date hereof).

10.21. Amendments to Certain Documents. Not, and not permit any Subsidiary to, make or agree to any amendment to or modification of, or waive any of its rights under, any of the terms of any Senior Subordinated Loan Documents which would (a) have the effect of (i) altering the subordination provisions thereof in a manner adverse to the Lenders, (ii) providing for earlier payment in respect of principal or redemptions or otherwise, (iii) requiring collateral, or a guaranty from any Person other than the Parent or a Domestic Subsidiary, to secure or support obligations of the Company under the Senior Subordinated Loan Documents, or (iv) increasing the cash interest rate payable with respect thereto or (b) otherwise adversely affect the interest of the Lenders in any material respect.

10.22. Lease Obligations. Except for the leases set forth on Schedule 10.22, not, and not permit any Subsidiary to, create, incur, assume or suffer to exist any obligation as lessee for the rental or hire of real or personal property of any kind under Operating Leases.

10.23. Reserved.

10.24. No Surcharge. Not, and not permit any Subsidiary to assert any charges under Section 506(c) of the Bankruptcy Code against any Collateral securing the Loans.

10.25. No Superpriority Claims. Not, and not permit any Subsidiary to permit to exist any claims entitled to a superpriority under Section 364(c)(1) of the Bankruptcy Code, equal or superior to that granted to the Administrative Agent and the Lenders, other than the Carve-Out.

10.26. Expenditures. Not, and not permit any Subsidiary to make any expenditure in violation of any approved Operating Budget in excess of the Permitted Variance for such budget.

10.27. Rejection, Assumption of Executory Contracts. Not, and not permit any Subsidiary to (a) assume any operating lease entered into prior to the Commencement Date or (b) without first obtaining the written consent of the Required Lenders, (i) reject any material unexpired lease or executory contract (it being understood that the Required Lenders have consented to the rejection of the leases and contracts set forth on Schedule 10.27) or (ii) assume or apply to the Bankruptcy Court to assume any material executory contract or unexpired lease (other than an operating lease) entered into prior to the Commencement Date, unless, in the case of any unexpired lease, the order (which shall be in a form acceptable to the Required Lenders in their sole discretion) authorizing such assumption specifically provides that, notwithstanding such assumption, the Parent, the Company or the applicable Subsidiary may later assign the relevant lease under Section 365(f) of the Bankruptcy Code without, among other things, obtaining the consent of the relevant lessor (but after complying with the other requirements of Section 365 of the Bankruptcy Code).

10.28. Cash Management System. The Company shall maintain the Company's cash management system as the same existed as of the Commencement Date.

10.29. Chapter 7 Filing. The Company and the Parent, subject to the exercise of their fiduciary obligations, shall not, and shall cause each Subsidiary to not, commence a case, or convert the Chapter 11 Cases to a case, under chapter 7 of the Bankruptcy Code, or file a Reorganization Plan with respect to the Chapter 11 Cases without consent of the Administrative Agent; provided, however, that the Company and the Parent shall, and shall cause each Subsidiary to, upon the reasonable request of the Administrative Agent, subject to each such party's fiduciary obligations, convert the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code and take such action in furtherance thereof as is necessary or reasonably requested by the Administrative Agent.

10.30. Reclamation/Return of Inventory. The Company and the Parent shall not, and shall cause each Subsidiary to not, without the consent of the Administrative Agent and the Required Lenders: (a) make any payments or transfer any property, in each case, on account of the claims asserted by any vendor of the Company, the Parent or any Subsidiary for reclamation or (b) enter into any agreement to return any inventory or other goods to any of their creditors for application against any pre-petition indebtedness under Section 546(h) of the Bankruptcy Code or consent to any creditor taking any set-off against any of its pre-petition indebtedness pursuant to Section 553(b)(1) of the Bankruptcy Code or otherwise.

10.31. Financial Advisor. Unless the Administrative Agent otherwise agrees, the Company shall engage and continue the engagement of turnaround and restructuring consultants from AlixPartners with responsibilities and scope of engagement acceptable to Agent. Agent shall at all times have unhindered access to such turnaround and restructuring consultants with reasonable notice.

10.32. Assets. All assets of the Company, the Parent and each Subsidiary shall become assets of the Company, the Parent and each Subsidiary, as debtors-in-possession

## SECTION 11. EFFECTIVENESS; CONDITIONS OF LENDING, ETC.

11.1. Conditions of Post-Commencement Date Credit Extensions. This Agreement shall become effective on the date (the “Closing Date”) on which each of the following conditions precedent has been satisfied or waived by the Required Lenders:

11.1.1. Interim Financing Order. The Bankruptcy Court shall have entered the Interim Financing Order and the transactions contemplated hereby and thereby shall be and remain in full force and effect and shall not have been vacated, reversed, modified, amended or stayed without the prior written consent of the Required Lenders. The Administrative Agent shall have received a copy of the Interim Financing Order entered by the Bankruptcy Court certified by the Secretary of the Parent within three (3) days of the Commencement Date and not more than one Business Day prior to the Closing Date and the Interim Financing Order shall be in full force and effect and shall not have been vacated, stayed, reversed, modified or amended (except for modifications or amendments approved by the Required Lenders).

11.1.2. Bankruptcy Code Protection. The Required Lenders shall be satisfied that the Administrative Agent and the Lenders shall have the protection of Section 364(e) of the Bankruptcy Code.

11.1.3. Cash Management Arrangement. Not later than two Business Days following the initial hearing on the interim approval of this Agreement, an order approving the continuation of the existing cash management arrangement with the Cash Management Bank, in form and substance consistent with the cash management arrangement existing as of the date of the commencement of the Chapter 11 Cases and satisfactory to such Cash Management Bank, shall have been entered on such prior notice to such other creditors and parties in interest as is satisfactory to the Cash Management Bank.

11.1.4. Fees. The Company shall have paid all amounts that are then due and payable pursuant to Section 5 and Section 14.6.

11.1.5. Reserved.

11.1.6. Documents. All of the following, each duly executed and dated the Closing Date (or such earlier date as shall be satisfactory to the Administrative Agent), each in form and substance reasonably satisfactory to the Administrative Agent, and each (except for the Notes, of which only the originals shall be signed) in sufficient number of signed counterparts to provide one for each Lender, as applicable:

(a) Agreements. This Agreement, the Loan Document Modification Agreement, and any other instruments, agreements and documents required by the Administrative Agent and the Lenders in connection therewith.

(b) Notes. An executed Note payable to each Lender that has requested a Note prior to the Closing Date.

(c) Resolutions. Certified copies of resolutions of the Board of Directors (or equivalent governing body) of each Loan Party authorizing or ratifying the execution, delivery and performance by such Loan Party of each Loan Document to which it is a party.

(d) Consents, etc. Certified copies of all documents evidencing any necessary corporate or other action, consents and governmental approvals (if any) required for the execution, delivery and performance by each Loan Party of the documents referred to in this Section 11.

(e) Incumbency and Signature Certificates. A certificate of the Secretary or an Assistant Secretary of each Loan Party as of the Closing Date certifying the names of the officer or officers of such Loan Party authorized to sign the Loan Documents to which such Loan Party is a party, together with a sample of the true signature of each such officer (it being understood that the Administrative Agent and each Lender may conclusively rely on each such certificate until formally advised by a like certificate of any changes therein).

(f) Reserved.

(g) Insurance. Evidence satisfactory to the Administrative Agent of the existence of insurance required to be maintained pursuant to Section 10.3(a), together with certificates of insurance naming (a) the Administrative Agent as an additional insured (with respect to liability policies) and (b) the Administrative Agent as loss payee (in the case of property policies).

(h) Reserved.

(i) Filings, Registrations and Recordings. To the extent not already filed or recorded, each document (including Uniform Commercial Code financing statements) required by the Collateral Documents or under law or reasonably requested by the Administrative Agent to be filed or recorded in order to create in favor of the Administrative Agent, for the benefit of the Lenders, a perfected Lien on the collateral described therein, in proper form for filing or recording.

(j) Copies of Documents. Copies, certified by the Secretary or an Assistant Secretary of each Loan Party, of the organizational documents of such Loan Party.

(k) Financial Statements. Unaudited monthly financial statements as of the last day of each fiscal month ending during the period from June 28, 2008 through January 31, 2009.

(l) Orders. All first day orders of the Bankruptcy Court entered on the Commencement Date which shall be in a form and substance reasonably satisfactory to the Administrative Agent and the Required Lenders, and (ii) the Administrative Agent shall have

received satisfactory evidence of the super-priority status of the liens granted pursuant to the Agreement and the Loan Documents;

(m) Budgets. (i) the Initial Operating Budget, which has been distributed to the Lenders and which shall be in form and substance satisfactory to the Administrative Agent, the Required Lenders; and (ii) such other assurances, certificates, documents or consents as the Administrative Agent or the Required Lenders reasonably may require.

(n) Reserved.

(o) Reserved.

(p) Management Incentive Plan. The proposed terms and conditions of the Management Incentive Plan Amount shall be acceptable to the Required Lenders (such terms and conditions attached hereto as Exhibit J).

(q) Success Fees. The contractual provisions governing the calculation and determination of the Success Fee shall not have been amended or otherwise changed.

(r) Reaffirmation of Subsidiary Guaranty and Release by Subsidiary Guarantors. Each Subsidiary Guarantor shall execute and deliver the Loan Document Modification Agreement, which shall contain a reaffirmation, confirmation and amendment of the Subsidiary Guaranty and a release by each Subsidiary Guarantor of the Administrative Agent and the Lenders, each in form acceptable to the Administrative Agent and the Lenders.

(s) Other. Such other documents as the Administrative Agent or any Lender may reasonably request.

11.2. Conditions to all Credit Extensions Except Initial Credit Extension. The obligation of any Lender to make any Credit Extension after April 24, 2009 is subject to the Sale Procedures Order, in form and substance satisfactory to the Administrative Agent and the Required Lenders, having been entered not later than April 24, 2009 on such prior notice to such other creditors and parties in interest as may be satisfactory to the Administrative Agent and the Required Lenders, which Sale Procedures Order shall remain in full force and effect and which shall not have been reversed, modified or stayed (except for such modifications and amendments as may be acceptable to the Administrative Agent and the Required Lenders) and which sets forth and approves the sale process, including due diligence, bid deadlines and other bidding procedures, and form asset purchase agreement, relating to the proposed sale of substantially all the Loan Parties' assets in a sale under Section 363 of the Bankruptcy Code (the "Sale Process"), it being understood that the termination of the Sale Process pursuant to the terms of the Sale Procedures Order shall not constitute a failure to meet the condition set forth in this clause (b).

11.3. Ongoing Conditions Precedent. Each of the effectiveness of this Agreement and the obligation of each Lender to make any Credit Extension is subject to the conditions precedent that:

11.3.1. Compliance with Representations and Warranties, No Default, etc. Upon such effectiveness, and both before and after giving effect to each Credit Extension, the following statements shall be true and correct:

(a) the representations and warranties of each Loan Party set forth in this Agreement and the other Loan Documents shall be true and correct in all material respects with the same effect as if then made (except to the extent stated to relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date);

(b) no Event of Default or Unmatured Event of Default shall have then occurred and be continuing;

(c) The Administrative Agent shall have received the most recent Budget Compliance Certificate required to be delivered pursuant to Section 10.1.9(g);

(d) The proceeds of the Credit Extension shall be used only for the purposes permitted under Section 10.11 hereof; and

(e) The Interim Financing Order shall be in full force and effect and shall not have been vacated, stayed, reversed, modified or amended except as expressly permitted by this Agreement or, if the date of the requested extension of credit is more than thirty (30) days after the Closing Date, or if the amount of the Loan requested, together with the Total Outstandings, would exceed the maximum amount authorized pursuant to the Interim Financing Order, then (x) the Administrative Agent shall have received, with a copy for each Lender, a date stamped copy of the Final Financing Order entered by the Bankruptcy Court, in form and substance satisfactory to the Required Lenders with such changes thereto as may be approved by the Administrative Agent and its counsel and by the Required Lenders or of all of the Lenders (as the case may be) pursuant to Section 14.1 hereof and their respective counsel and (y) the Final Financing Order shall be in full force and effect and shall not have been vacated, stayed, reversed, modified or amended; provided that the Administrative Agent and the Required Lenders may approve any amendment or modification to the Financing Orders (except that any amendment or modification to any Financing Order that would have the effect of revising provisions contained herein that require the consent of the Required Lenders or of all of the Lenders (as the case may be) pursuant to Section 14.1 hereof will require the consent of the Required Lenders or of all of the Lenders (as the case may be) pursuant to Section 14.1 hereof).

11.3.2. Confirmatory Certificate. If requested by the Administrative Agent or any Lender (acting through the Administrative Agent), the Administrative Agent shall have received a certificate dated the date of such requested Credit Extension and signed by a duly authorized representative of the Company as to the matters set out in Section 11.3.1 (it being understood that each request by the Company for a Credit Extension shall be deemed to constitute a representation and warranty by the Company that the conditions precedent set forth in Section 11.3.1 will be satisfied at the time of the making of such Credit Extension), together with such other documents as the Administrative Agent or any Lender (acting through the Administrative Agent) may reasonably request in support thereof.

## SECTION 12. EVENTS OF DEFAULT AND THEIR EFFECT.

12.1. Events of Default. Each of the following shall constitute an Event of Default under this Agreement:

12.1.1. Non-Payment of the Loans, etc. Default in the payment when due of the principal of any Loan; default, and continuance thereof for two Business Days, in the payment when due of any reimbursement obligation with respect to any Letter of Credit; or default in the payment when due of any interest, fee or other amount payable by the Company hereunder or under any other Loan Document, including post-petition fees and expenses of attorneys for the Administrative Agent and the Lenders.

12.1.2. Non-Payment of Other Debt. Any default shall occur under the terms applicable to any Debt of the Company or any Subsidiary incurred or entered into after the date of the commencement of the Chapter 11 Cases in an aggregate principal amount (for all such Debt so affected) exceeding \$500,000 and such default shall (a) consist of the failure to pay such Debt when due (subject to the expiration of any applicable grace period), whether by acceleration or otherwise, or (b) accelerate the maturity of such Debt or permit the holder or holders thereof (subject to the expiration of any applicable grace period), or any trustee or agent for such holder or holders, to cause such Debt to become due and payable, or to be repurchased or redeemed, prior to its expressed maturity.

12.1.3. Non-Compliance with Provisions of this Agreement. (a) Failure by the Company or the Parent to comply with or to perform any covenant applicable to it set forth in Section 10.1.4(a), 10.2, 10.5(a), 10.5.1 through 10.10, 10.12 or 10.15 through 10.20; (b) failure by the Parent to comply with or perform any covenant set forth in Section 15.7; or (c) failure by the Company to comply with or to perform any other provision of this Agreement (and not constituting an Event of Default under any of the other provisions of this Section 12) and continuance of such failure for 10 days.

12.1.4. Representations and Warranties. Any representation or warranty made by any Loan Party herein or in any other Loan Document, or in any statement or certificate at any time given by such Loan Party in writing in connection herewith or therewith, is false or misleading in any material respect on or as of the date made or deemed made.

12.1.5. Pension Plans. (i) Institution of any steps by any Loan Party or any other Person to terminate a Pension Plan if as a result of such termination such Loan Party could be required to make a contribution to such Pension Plan, or could incur a liability or obligation to such Pension Plan, in excess of \$1,000,000; (ii) a contribution failure occurs with respect to any Pension Plan sufficient to give rise to a Lien under Section 302(f) of ERISA; or (iii) there shall occur any withdrawal or partial withdrawal from a Multiemployer Pension Plan and the withdrawal liability to Multiemployer Pension Plans as a result of such withdrawal (including any outstanding withdrawal liability that the Company and the Controlled Group has incurred on the date of such withdrawal) exceeds \$1,000,000.

12.1.6. Judgments. Final judgments which exceed an aggregate (to the extent not covered by independent third-party insurance reasonably acceptable to the Required Lenders) of

\$500,000 shall be rendered against the Company or any Subsidiary and shall not have been paid, discharged or vacated or had execution thereof stayed pending appeal within 30 days after entry or filing of such judgments.

12.1.7. Invalidity of Guaranties, etc. The Subsidiary Guaranty or the guaranty in Section 15 shall cease to be in full force and effect with respect to any Subsidiary Guarantor or the Parent, as applicable (unless, in the case of a Subsidiary Guarantor, such Subsidiary Guarantor ceases to be a Subsidiary pursuant to a transaction permitted hereby); any Subsidiary Guarantor or the Parent shall fail to comply with or to perform any applicable provision of the Subsidiary Guaranty or the guaranty in Section 15, as applicable; or any Subsidiary Guarantor or the Parent (or any Person by, through or on behalf of such Subsidiary Guarantor or the Parent) shall contest in any manner the validity, binding nature or enforceability of the Subsidiary Guaranty or the guaranty in Section 15 with respect to such Subsidiary Guarantor or the Parent, as applicable.

12.1.8. Invalidity of Collateral Documents, etc. (a) Any Collateral Document shall cease to be in full force and effect with respect to any Loan Party (other than as expressly permitted hereunder); (b) any Loan Party shall fail to comply with or to perform any applicable provision of any Collateral Document to which such entity is a party and such failure (i) affects a material portion of the collateral granted under such Collateral Document or (ii) continues for 10 days; or (c) any Collateral Documents shall cease to create in favor of the Administrative Agent a legal, valid and enforceable security interest in all right, title and interest of the Loan Party that is party thereto in the collateral covered thereby or such Loan Party shall fail to take all necessary actions as requested by the Administrative Agent hereunder to create and continue such perfected Lien in such collateral with the priority provided in such Collateral Document or in the Financing Orders; or (d) any Loan Party (or any Person by, through or on behalf of such Loan Party) shall contest in any manner the validity, binding nature or enforceability of any Collateral Document.

12.1.9. Environmental Claims. The aggregate amount of all payments arising out of Environmental Claims made or required to be made by the Parent or any Subsidiary after the Closing Date could reasonably be expected to have a Material Adverse Effect.

12.1.10. Reserved.

12.1.11. Dismissal or Conversion of Chapter 11 Case. The Bankruptcy Court shall enter an order with respect to any of the Loan Parties dismissing such Person's Chapter 11 Case or converting it to a case under Chapter 7 of the Bankruptcy Code, or appointing a trustee in its Chapter 11 Case or appointing a responsible officer or an examiner with enlarged powers relating to the operation of the Loan Parties' business (in each case, beyond those set forth in Section 1106(a)(3) or (4) of the Bankruptcy Code) under Bankruptcy Code Section 1106(b), and the order appointing such trustee, responsible officer or examiner shall not be reversed or vacated within three days after the entry thereof.

12.1.12. Relief From Stay. The Bankruptcy Court shall enter an order granting relief from the automatic stay applicable under Section 362 of the Bankruptcy Code to the holder of any claim against any of the Loan Parties having an aggregate value (for all such claims) to which the Administrative Agent and the Lenders do not consent, which relief would be reasonably expected to have a Material Adverse Effect.

12.1.13. Modification of Financing Orders. An order of the Bankruptcy Court shall be entered in any of the Chapter 11 Cases amending, supplementing, staying, vacating or otherwise modifying any of the Financing Orders (including entry of an order terminating the use of cash collateral, if any (as more fully described in the definition of the term “Interim Financing Order”)), or any Loan Parties shall apply for authority to do so; provided that no Event of Default shall occur under this Section 12.1.13 to the extent that any such amendment, supplement or other modification is made in compliance with this Agreement and is made with the prior written consent of the Administrative Agent and the Required Lenders or the Lenders, as the case may be.

12.1.14. Contest of Claims. Any Loan Party shall support (in any such case by way of any motion or other pleading filed with the Bankruptcy Court or any other writing to another party-in-interest executed by or on behalf of an Loan Party) any other Person’s opposition of any motion made in the Bankruptcy Court by any Lender seeking confirmation of the amount of such Lender’s claim or the validity and enforceability of the Liens in favor of such Lender.

12.1.15. Disallowance of Claims. Any Loan Party shall seek to, or shall support (in any such case by way of motion or other pleading filed with the Bankruptcy Court or any other writing to another party-in-interest executed by or on behalf of an Loan Party) any other Person’s motion to, disallow, or challenge in any fashion, in whole or in part any Lender’s claim in respect of the Liabilities or to challenge the priority, validity and enforceability of the Liens in favor of the Administrative Agent or any Lender.

12.1.16. Interim Financing Order. From and after the date of entry thereof, the Interim Financing Order shall cease to be in full force and effect (or shall have been vacated, stayed for a period in excess of three days, reversed, modified or amended), in each case without the consent of the Required Lenders, and the Final Financing Order shall not have been entered prior to such cessation (or vacatur, stay, reversal, modification or amendment).

12.1.17. Final Financing Order. The Final Financing Order shall not have been entered by the Bankruptcy Court on or before the later of twenty (20) days after the date of first day hearings in the Chapter 11 Case and the earliest such time as is allowed under the Bankruptcy Court’s local rules after the appointment of the Committee; or the failure to obtain and provide a conformed copy of a the Final Financing Order in substantially the form of the Interim Financing Order and, in any event, in form and substance reasonably satisfactory to the Administrative Agent; or from and after the date of entry thereof, the Final Financing Order shall cease to be in full force and effect (or shall have been vacated, stayed for a period in excess of three days, reversed, modified or amended), in each case without the consent of the Required Lenders.

12.1.18. Payment of Debt. Any Loan Party shall make any payment on any Debt of such Loan Party incurred before the Commencement Date or any other pre-petition claim, other than as permitted under the Financing Orders or as permitted hereunder or under the Operating Budget.

12.1.19. Failure to Comply with Financing Orders or Loan Documents. The Loan Parties shall fail to comply with the terms, conditions, provisions and covenants of the Financing Orders, any of the Loan Documents, except as provided in Section 12.1.3, or any other document entered into in connection with any of the foregoing.

12.1.20. Reorganization Plan. The filing and/or pursuit of confirmation of any Reorganization Plan that does not require repayment of the obligations under this Agreement in full in cash within fifteen (15) calendar days following the entry of the order confirming the Reorganization Plan, or that is not consented to by the Administrative Agent.

12.1.21. Superpriority. The entry of an order granting any other claim superpriority status or a Lien equal or superior to that granted to the Administrative Agent for the benefit of the Lenders, other than with respect to the Carve-Out.

12.1.22. Surcharge. The entry of an order authorizing recovery by any Person from the Collateral or any collateral securing the Liabilities owing to any Lender or any adequate protection Liens granted with respect thereto for any costs of preservation or disposition thereof under Section 506(c) of the Bankruptcy Code or (except as provided in the Final Financing Order) authorizing the use of cash collateral without consent in writing by the Administrative Agent.

12.1.23. Impairment. The filing by any of the Loan Parties of any motion or proceeding which could reasonably be expected to result in material impairment of the Lenders' rights under this Agreement; or a final determination by the Bankruptcy Court (or any other court of competent jurisdiction) with respect to any motion or proceeding brought by any other party which results in any material impairment of the Lenders' rights under this Agreement.

12.1.24. Extension of Exclusivity. Without the prior consent of the Required Lenders, the entry of an order by the Bankruptcy Court extending any exclusive right that any of the Loan Parties may have to propose any plan of reorganization in the Chapter 11 Cases.

12.1.25. Challenge. Any Person shall commence any action or proceeding challenging in any fashion the obligations under the Loan Documents or any Lien of the Administrative Agent or the Lenders.

12.1.26. Sale of Assets. The Company shall fail to file a motion to sell substantially all of its assets pursuant to Section 363 of the Bankruptcy Code and a related motion to approve bid procedures in connection therewith, all as acceptable to the Administrative Agent, by not later than April 8, 2009.

12.1.27. Reserved.

12.1.28. Modification of Sale Procedures Order. The Loan Parties seek to modify, amend, or vacate the Sale Procedures Order or the Sale Procedures Order is otherwise modified, amended, or vacated, without the prior written consent of the Administrative Agent and the Required Lenders.

12.1.29. Sale Order. The Bankruptcy Court shall not have entered an order approving a Section 363 Sale(s) of substantially all of the Company's and each Subsidiary's assets on or before May 25, 2009.

12.1.30. Sale Closing. The Company shall fail to consummate a sale of its and each Subsidiary's assets under section 363 of the Bankruptcy Code by not later than June 5, 2009.

12.1.31. Restructuring Advisor. The Company shall fail to retain a restructuring advisor reasonably satisfactory to the Administrative Agent.

12.1.32. Chief Executive Officer. The Company shall replace the current Chief Executive Officer of the Company and such replacement Chief Executive Officer is not reasonably satisfactory to the Administrative Agent.

12.1.33. Financial Advisor. The Company shall fail to engage an investment banker reasonably satisfactory to the Administrative Agent; provided that the Administrative Agent and the Lenders acknowledge and agree to the Company's retention of AlixPartners as Financial Advisor.

12.1.34. Reserved.

12.1.35. Material Adverse Effect. Any change (other than the filing of bankruptcy) in the financial condition, business, prospects, operations, properties or result of operation of the Company shall occur that shall cause a Material Adverse Effect to the Company's financial condition, business, prospects, operations, properties or result of operation of the Company.

12.2. Effect of Event of Default. If any Event of Default shall occur, the automatic stay under section 362 of the Bankruptcy Code as to the Administrative Agent and the Lenders shall terminate and the Administrative Agent (upon written request of the Required Lenders) shall declare the Commitments (if they have not previously terminated) to be terminated and/or declare all Loans and all other obligations of the Company hereunder to be due and payable and/or demand that the Company immediately deliver to the Administrative Agent cash collateral in amount equal to the outstanding face amount of all Letters of Credit, whereupon the Commitments (if they have not previously terminated) and the obligations of the Lenders to make the Revolving Loans shall immediately terminate and/or all Loans and all other obligations hereunder shall become immediately due and payable and/or the Company shall immediately become obligated to deliver to the Administrative Agent cash collateral in an amount equal to the face amount of all Letters of Credit, all without presentment, demand, protest or notice of any kind. The Administrative Agent shall promptly advise the Company of any such declaration, but failure to do so shall not impair the effect of such declaration. Upon the occurrence of an Event of Default and after giving 5-day prior notice to the Company and its counsel and the Committee, the Administrative Agent may (and shall with written request from the Required Lenders) exercise its rights and remedies under this Agreement as and to the pre-petition collateral and the Collateral, including, without limitation, (i) the liquidation thereof; (ii) setoff or otherwise apply any amounts held as cash collateral or in any accounts maintained with National City or any other Lender or their Affiliates and otherwise terminate the Company's right to use any cash collateral; (iii) cause the automatic termination of the automatic stay, consistent with the provisions of the Interim Financing Order or the Final Financing Order; (iv) the appointment of a receiver under applicable non-bankruptcy law without further order or application to the Bankruptcy Court and as the Administrative Agent in its discretion may elect and the automatic stay shall be deemed modified and vacated to the extent necessary to permit such actions; and (v) take any other action or exercise any other right or remedy (including with respect to the Liens in favor of the Administrative Agent and the Lenders) permitted under this Agreement, or by applicable law without the necessity of obtaining further permission from the Bankruptcy Court.

Nothing contained herein shall impose any limitation on the Administrative Agent's and/or the Lenders' rights to request the Bankruptcy Court to grant such remedies they deem appropriate including but not limited to the appointment of a trustee or examiner in a Chapter 11 Case. In addition, the Debtor's exclusivity pursuant to Section 1121 shall terminate as to the Administrative Agent, who shall thereafter share exclusivity with the Company. The Administrative Agent and each of the Lenders shall further be granted immediate relief from the automatic stay pursuant to 11 U.S.C. Section 362 with respect to any and all of each of their rights and remedies under this Agreement, including those as to the pre-petition collateral and the Collateral. The Company and the Committee may bring an adversary proceeding seeking to enjoin the Administrative Agent and/or the Lenders from exercising their rights. In any such adversary proceeding, the only issue shall be whether an Event of Default has occurred. Any cash collateral delivered hereunder shall be held by the Administrative Agent (without liability for interest thereon) and applied to obligations arising in connection with any drawing under a Letter of Credit. After the expiration or termination of all Letters of Credit, such cash collateral shall be applied by the Administrative Agent to any remaining obligations hereunder and any excess shall be delivered to the Company or as a court of competent jurisdiction may elect.

### SECTION 13. THE ADMINISTRATIVE AGENT.

13.1. Appointment and Authorization. (a) Each Lender hereby irrevocably (subject to Section 13.9) appoints, designates and authorizes the Administrative Agent to take such action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere in this Agreement or in any other Loan Document, the Administrative Agent shall not have any duties or responsibilities except those expressly set forth herein, nor shall the Administrative Agent have or be deemed to have any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent. Without limiting the generality of the foregoing sentence, the use of the term "agent" herein and in the other Loan Documents with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

(b) The Issuing Lender shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith. The Issuing Lender shall have all of the benefits and immunities (i) provided to the Administrative Agent in this Section 13 with respect to any acts taken or omissions suffered by the Issuing Lender in connection with Letters of Credit issued by it or proposed to be issued by it and the applications and agreements for letters of credit pertaining to such Letters of Credit as fully as if the term "Administrative Agent", as used in this Section 13, included the Issuing Lender with respect to such acts or omissions and (ii) as additionally provided in this Agreement with respect to the Issuing Lender.

13.2. Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, employees or

attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agent or attorney-in-fact that it selects in the absence of gross negligence or willful misconduct.

13.3. Liability of Administrative Agent. None of the Agent-Related Persons shall (i) be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except for such Agent-Related Person's own gross negligence or willful misconduct), or (ii) be responsible in any manner to any of the Lenders or their participants for any recital, statement, representation or warranty made by the Company or any Subsidiary or Affiliate of the Company, or any officer thereof, contained in this Agreement or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document, or for any failure of the Company or any other party to any Loan Document to perform its obligations hereunder or thereunder. No Agent-Related Person shall be under any obligation to any Lender or participant to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of the Company or any of the Company's Subsidiaries or Affiliates.

13.4. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or telephone message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to the Company or any Subsidiary), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders, as applicable, as it deems appropriate and, if it so requests, confirmation from the Lenders of their obligation to indemnify the Administrative Agent against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders or all of the Lenders, as applicable, if required hereunder, and such request and any action taken or failure to act pursuant thereto shall be binding upon all of the Lenders and participants. Where this Agreement expressly permits or prohibits an action unless the Required Lenders (or, if required hereunder, all Lenders), as applicable, otherwise determine, the Administrative Agent shall, and in all other instances, the Administrative Agent may, but shall not be required to, initiate a solicitation for the consent or a vote of the Lenders.

13.5. Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Event of Default or Unmatured Event of Default unless the Administrative Agent shall have received written notice from a Lender or the

Company referring to this Agreement, describing such Event of Default or Unmatured Event of Default and stating that such notice is a “notice of default”. If the Administrative Agent receives such notice, the Administrative Agent will notify the Lenders of its receipt of any such notice. The Administrative Agent shall take such action with respect to such Event of Default or Unmatured Event of Default as may be requested by the Required Lenders in accordance with Section 12; provided that unless and until the Administrative Agent has received any such request, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default or Unmatured Event of Default as it shall deem advisable or in the best interest of the Lenders.

13.6. Credit Decision. Each Lender acknowledges that none of the Agent-Related Persons has made any representation or warranty to it, and that no act by the Administrative Agent hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of the Company and its Subsidiaries, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender. Each Lender represents to the Administrative Agent that it has, independently and without reliance upon any Agent-Related Person and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the Company and its Subsidiaries, and all applicable bank regulatory laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Company hereunder. Each Lender also represents that it will, independently and without reliance upon any Agent-Related Person 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 this Agreement and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Company. Except for notices, reports and other documents expressly herein required to be furnished to the Lenders by the Administrative Agent, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial or other condition or creditworthiness of the Company or its Affiliates which may come into the possession of any of the Agent-Related Persons.

13.7. Indemnification. Whether or not the transactions contemplated hereby are consummated, the Lenders shall indemnify upon demand the Agent-Related Persons (to the extent not reimbursed by or on behalf of the Company and without limiting the obligation of the Company to do so), pro rata based on each Lender’s Total Percentage, and hold harmless each Agent-Related Person from and against any and all Indemnified Liabilities; provided that no Lender shall be liable for any payment to any Agent-Related Person of any portion of the Indemnified Liabilities to the extent resulting from such Agent-Related Person’s gross negligence or willful misconduct; and provided, further, that no action taken in accordance with the directions of the Required Lenders shall be deemed to constitute gross negligence or willful misconduct for the purposes of this Section. Without limitation of the foregoing, each Lender shall reimburse the Administrative Agent upon demand for its ratable share (according to its Total Percentage) of any costs or out-of-pocket expenses (including reasonable fees of attorneys for the Administrative Agent) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement

(whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that any Loan Party is obligated to, but fails, to reimburse the Administrative Agent therefor (but without limiting such Loan Party's obligation to so reimburse the Administrative Agent, it being understood that the Administrative Agent shall promptly return to each Lender any amount paid by such Lender pursuant hereto which is subsequently reimbursed by any Loan Party). The undertaking in this Section shall survive termination of the Commitments, repayment of the Loans, cancellation of the Notes, any foreclosure under, or any modification, release or discharge of, any or all of the Collateral Documents, any termination of this Agreement and the resignation or replacement of the Administrative Agent.

For the purposes of this Section 13.7, "Indemnified Liabilities" shall mean: any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses and disbursements (including reasonable fees of attorneys for the Administrative Agent (including the allocable costs of internal legal services and all disbursements of internal counsel)) of any kind or nature whatsoever which may at any time (including at any time following repayment of the Loans and the termination, resignation or replacement of the Administrative Agent or the replacement of any Lender) be imposed on, incurred by or asserted against any Agent-Related Person in any way relating to or arising out of this Agreement or any document contemplated by or referred to herein, or the transactions contemplated hereby, or any action taken or omitted by any such Person under or in connection with any of the foregoing, including with respect to any investigation, litigation or proceeding (including (a) any case, action or proceeding before any court or other governmental authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (b) any general assignment for the benefit of creditors, composition, marshaling of assets for creditors, or other, similar arrangement in respect of its creditors generally or any substantial portion of its creditors undertaken under U.S. Federal, state or foreign law, including the Bankruptcy Code, and including any appellate proceeding) related to or arising out of this Agreement or the Commitments or the use of the proceeds thereof, whether or not any Agent-Related Person, any Lender or any of their respective officers, directors, employees, counsel, agents or attorneys-in-fact is a party thereto.

13.8. Administrative Agent in Individual Capacity. National City and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire equity interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with the Company and its Subsidiaries and Affiliates as though National City were not the Administrative Agent or the Issuing Lender and without notice to or consent of the Lenders. The Lenders acknowledge that, pursuant to such activities, National City or its Affiliates may receive information regarding the Company or its Affiliates (including information that may be subject to confidentiality obligations in favor of the Company or such Affiliates) and acknowledge that National City and its Affiliates shall be under no obligation to provide such information to them. With respect to their Loans, National City and its Affiliates shall have the same rights and powers under this Agreement as any other Lender and may exercise the same as though it were not the Administrative Agent or the Issuing Lender, and the term "Lender" includes National City and its Affiliates, to the extent applicable, in their individual capacities.

13.9. Successor Administrative Agent. The Administrative Agent may, and at the request of the Required Lenders shall, resign as Administrative Agent upon 30 days' notice to the Lenders. If the Administrative Agent resigns under this Agreement, the Required Lenders shall, with (so long as no Event of Default exists) the consent of the Company (which shall not be unreasonably withheld or delayed), appoint from among the Lenders a successor administrative agent for the Lenders. If no successor administrative agent is appointed prior to the effective date of the resignation of the Administrative Agent, the Administrative Agent may appoint, after consulting with the Lenders and the Company, a successor administrative agent from among the Lenders. Upon the acceptance of its appointment as successor administrative agent hereunder, such successor administrative agent shall succeed to all the rights, powers and duties of the retiring Administrative Agent and the term "Administrative Agent" shall mean such successor administrative agent, and the retiring Administrative Agent's appointment, powers and duties as Administrative Agent shall be terminated. After any retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this Section 13 and Sections 14.6 and 14.13 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Administrative Agent under this Agreement. If no successor administrative agent has accepted appointment as the Administrative Agent by the date which is 30 days following the retiring Administrative Agent's notice of resignation, the retiring Administrative Agent's resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor administrative agent as provided for above. Notwithstanding the foregoing, National City may not be removed as the Administrative Agent at the request of the Required Lenders unless National City shall also simultaneously be replaced as the "Issuing Lender" hereunder pursuant to documentation in form and substance reasonably satisfactory to National City.

13.10. Withholding Tax.

(a) The Administrative Agent and any Lender, Participant or Assignee that is a "foreign corporation, partnership or trust" within the meaning of the Code agrees to deliver to the Company and the Administrative Agent, on or prior to the date this Agreement was executed (or if any Assignee or Participant was not a Lender or Participant hereunder immediately prior to such assignment or participation, on or prior to the effective date of the assignment or participation pursuant to which such Assignee or Participant became a Lender or Participant hereunder or if the Administrative Agent is a successor to the original Administrative Agent, on or prior to the date such Person accepts the appointment as Administrative Agent), two properly completed and executed original copies of Internal Revenue Service Forms W-9 or two properly completed and executed copies of either (x) (i) Internal Revenue Service Form W-8BEN and/or W-8IMY, establishing a complete exemption from withholding tax under an applicable United States income tax treaty or (y) Internal Revenue Service Form W-8ECI and/or W-8IMY establishing that payments under this Agreement are exempt from United States withholding tax because such payments are connected with a United States trade or business of the Administrative Agent or such Lender, Participant or Assignee. The Administrative Agent and each Lender, Participant or Assignee shall also provide such other forms, certificates, documents and other evidence as may be required under the Code or other laws of the United States.

Each Lender, Participant or Assignee or the Administrative Agent, as the case may be, agrees to promptly notify the Company and the Administrative Agent of any change in circumstances which would modify or render invalid any claimed exemption or reduction. In addition, each Lender, Participant or Assignee or the Administrative Agent, as the case may be, shall deliver to the Company and the Administrative Agent two further properly completed and executed copies of such Form W-9, W-8IMY, W-8BEN or W-8ECI or successor applicable forms or other manner of certification on or before the date that any such prior form expires or becomes obsolete or after the occurrence of any event requiring a change in the most recent form previously delivered by such Person to the Company and the Administrative Agent.

(b) If any Lender claims exemption from, or reduction of, withholding tax by providing IRS Form W-8ECI and such Lender sells, assigns, grants a participation in, or otherwise transfers all or part of the obligations of the Company to such Lender, such Lender agrees to notify the Administrative Agent of the percentage amount in which it is no longer the beneficial owner of such obligations of the Company hereunder. To the extent of such percentage amount, the Administrative Agent will treat such Lender's IRS Form W-8ECI as no longer valid.

(c) If any Lender claiming exemption from United States withholding tax by filing IRS Form W-8BEN with the Administrative Agent sells, assigns, grants a participation in, or otherwise transfers all or part of the obligations of the Company to such Lender hereunder, such Lender agrees to undertake sole responsibility for complying with the withholding tax requirements imposed by Sections 1441 and 1442 of the Code.

(d) If any Lender, Assignee or Participant is entitled to a reduction in the applicable withholding tax, the Company or the Administrative Agent may withhold from any interest payment to such Lender, Assignee or Participant an amount equivalent to the applicable withholding tax after taking into account such reduction. If the forms or other documentation required by clause (a) of this Section are not delivered to the Company or the Administrative Agent, then the Company or the Administrative Agent may withhold from any interest payment to such Lender, Assignee or Participant not providing such forms or other documentation an amount equivalent to the applicable withholding tax.

(e) If the United States Internal Revenue Service or any other governmental authority of the United States or any other jurisdiction asserts a claim that the Company or the Administrative Agent did not properly withhold tax from amounts paid to or for the account of any Lender, Assignee or Participant (because the appropriate form was not delivered or was not properly executed, or because such Lender, Assignee or Participant failed to promptly notify the Company or the Administrative Agent of a change in circumstances which rendered the exemption from, or reduction of, withholding tax ineffective, or for any other reason) such Lender, Assignee or Participant shall indemnify the Administrative Agent and the Company, as applicable, fully for all amounts paid, directly or indirectly, by the Company or the Administrative Agent as tax or otherwise, including penalties and interest, and including any taxes imposed by any jurisdiction on the amounts payable to the Company or the Administrative Agent, together with all costs and expenses (including reasonable fees of attorneys for the Company and the Administrative Agent (including the allocable costs of internal legal services and all disbursements of internal counsel)). The obligation of the Lenders, Assignees or

Participants under this subsection shall survive the repayment of the Loans, termination or expiration of the Letters of Credit, any termination of this Agreement and the resignation or replacement of the Administrative Agent and shall apply to any permitted assignee or successor of the Company.

13.11. Collateral Matters. The Lenders irrevocably authorize the Administrative Agent, at its option and in its discretion, (a) to release any Lien on any property granted to or held by the Administrative Agent under any Collateral Document (i) upon termination of the Commitments and payment in full of all Loans and all other obligations (other than contingent indemnification liabilities not then due and payable) of the Company hereunder and the expiration or termination of all Letters of Credit; (ii) which is sold or to be sold or disposed of as part of or in connection with any sale or disposition permitted hereunder or (iii) subject to Section 14.1, if approved, authorized or ratified in writing by the Required Lenders; (b) to subordinate any Lien on any property granted to or held by the Administrative Agent under any Collateral Document to the holder of any Lien on such property which is permitted by Section 10.8 hereof; or (c) to release any Subsidiary Guarantor from its obligations under the Subsidiary Guaranty if such entity ceases to be a Subsidiary as a result of a transaction permitted hereunder. Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Subsidiary Guarantor from its obligations under the Subsidiary Guaranty, pursuant to this Section 13.11.

13.12. Non-Receipt of Funds by Administrative Agent. Unless the Company or a Lender, as the case may be, notifies the Administrative Agent prior to the date on which it is scheduled to make payment to the Administrative Agent of (a) in the case of a Lender, the proceeds of a Loan or (b) in the case of the Company, a payment of principal, interest or fees to the Administrative Agent for the account of the Lenders, that it does not intend to make such payment, the Administrative Agent may assume that such payment has been made. The Administrative Agent may, but shall not be obligated to, make the amount of such payment available to the intended recipient in reliance upon such assumption. If a Lender or the Company, as the case may be, has not in fact made such payment to the Administrative Agent, the recipient of such payment shall, on demand by the Administrative Agent, repay to the Administrative Agent the amount so made available together with interest thereon in respect of each day during the period commencing on the date such amount was so made available by the Administrative Agent until the date the Administrative Agent recovers such amount at a rate per annum equal to (i) in the case of payment by a Lender, the Federal Funds Effective Rate for such day for the first three days and, thereafter, the interest rate applicable to the relevant Loan or (ii) in the case of payment by the Company, the interest rate applicable to the relevant obligation.

13.13. Agent May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Company) shall be entitled and empowered, by intervention in such proceeding or otherwise:

13.13.1. to file and prove a claim following prior review of the Lenders and consent of the Required Lenders for the whole amount of the principal and interest owing and unpaid in respect of the Loans, and all other Liabilities that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 5 and 14.6) allowed in such judicial proceeding; and

13.13.2. to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

#### SECTION 14. GENERAL.

14.1. Waiver; Amendments. No delay on the part of the Administrative Agent or any Lender in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by any of them of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement or the Notes shall in any event be effective unless the same shall be in writing and signed and delivered by Lenders having an aggregate Total Percentage of not less than the aggregate Total Percentage expressly designated herein with respect thereto or, in the absence of such designation as to any provision of this Agreement or the Notes, by the Required Lenders and, in the case of an amendment or other modification, the Company, and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No amendment, modification, waiver or consent shall change or extend the Commitment of any Lender without the consent of such Lender. No amendment, modification, waiver or consent shall (i) extend the scheduled Final Maturity Date of, or any date scheduled for any payment of any installments of, any principal of any Loan or extend the date for payment of any interest on any Loan or any fees payable hereunder, (ii) reduce the principal amount of any Loan, the rate of interest thereon or any fees payable hereunder, (iii) release (x) any Subsidiary Guarantor from its obligations under the Subsidiary Guaranty (other than with respect to a Subsidiary Guarantor which ceases to be a Subsidiary as a result of a transaction permitted hereunder) or the Parent from its obligations under Section 15 or (y) any substantial portion of the collateral from the Liens granted under the Collateral Documents or (iv) reduce the aggregate Total Percentage required to effect an amendment, modification, waiver or consent without, in each case, the consent of all Lenders. No provision of Section 13 or other provision of this Agreement affecting the Administrative Agent in its capacity as such shall be amended, modified or waived without the consent of the Administrative Agent. No provision of this Agreement relating to the rights or duties of the Issuing Lender in its capacity as such shall be amended, modified or waived without the consent of the Issuing Lender. No amendment, modification, waiver or consent with respect to the Capital Call Agreement may be made or granted without the consent of each Lender, unless such amendment, modification, waiver or consent could not reasonably be expected to adversely affect the interests of the Lenders.

14.2. Confirmations. The Company and each Lender agree from time to time, upon written request received by it from the other, to confirm to the other in writing (with a copy of

each such confirmation to the Administrative Agent) the aggregate unpaid principal amount of the Loans then outstanding to such Lender.

14.3. Notices. Except as otherwise provided in Sections 2.2 and 2.3, all notices hereunder shall be in writing (including facsimile transmission) and shall be sent to the applicable party at its address shown on Schedule 14.3 or at such other address as such party may, by written notice received by the other parties, have designated as its address for such purpose. Notices sent by facsimile transmission shall be deemed to have been given when sent and receipt of such facsimile is confirmed; notices sent by mail shall be deemed to have been given three Business Days after the date when sent by registered or certified mail, postage prepaid; and notices sent by hand delivery or overnight courier service shall be deemed to have been given when received. For purposes of Sections 2.2.2 and 2.2.3, the Administrative Agent shall be entitled to rely on telephonic instructions from any person that the Administrative Agent in good faith believes is a Responsible Officer of the Company and the Company shall hold the Administrative Agent and each Lender harmless from any loss, cost or expense resulting from any such reliance.

14.4. Computations. Where the character or amount of any asset or liability or item of income or expense is required to be determined, or any consolidation or other accounting computation is required to be made, for the purpose of this Agreement, such determination or calculation shall, to the extent applicable and except as otherwise specified in this Agreement, be made in accordance with GAAP, consistently applied; provided that if the Company notifies the Administrative Agent that the Company wishes to amend any covenant in Section 10 to eliminate or to take into account the effect of any change in GAAP on the operation of such covenant (or if the Administrative Agent notifies the Company that the Required Lenders wish to amend Section 10 for such purpose), then the Company's compliance with such covenant shall be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either such notice is withdrawn or such covenant is amended in a manner satisfactory to the Company and the Required Lenders.

14.5. Regulation U. Each Lender represents that it in good faith is not relying, either directly or indirectly, upon any Margin Stock as collateral security for the extension or maintenance by it of any credit provided for in this Agreement.

14.6. Costs, Expenses and Taxes. The Company agrees to pay on demand all reasonable out-of-pocket costs and expenses of the Administrative Agent (including the reasonable fees and charges of counsel for the Administrative Agent and of local counsel, if any, who may be retained by said counsel and any professional engaged by Administrative Agent) in connection with the preparation, execution, delivery and administration of this Agreement, the other Loan Documents and all other documents provided for herein or delivered or to be delivered hereunder or in connection herewith (including, in the case of the Administrative Agent, any amendment, supplement or waiver to any Loan Document) (including, without limitation, any reasonable due diligence regarding environmental matters, computer time, duplication, consultation, travel, appraisal, audit, collection, search, filing, title insurance, and recording fees), and all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees, court costs and other legal expenses and fees and expenses of other professionals engaged by the Administrative Agent and/or the Lenders) incurred by the Administrative Agent

and each Lender during the existence of an Event of Default in connection with the enforcement of this Agreement, the other Loan Documents or any amendments, supplements or waivers thereto. In addition, the Company agrees to pay, and to save the Administrative Agent and the Lenders harmless from all liability for, (a) any stamp or other similar taxes (excluding franchise taxes and other taxes imposed on or measured by net income, net profits or receipts) which may be payable in connection with the execution and delivery of this Agreement, the Credit Extensions hereunder or the execution and delivery of any other Loan Document or any other document provided for herein or delivered or to be delivered hereunder or in connection herewith, except as otherwise provided in Section 7.6 or 8.1 (except, in the case of any Lender, in connection with any assignment or participation by such Lender), and (b) any fees of the Company's independent public accountants in connection with any reasonable exercise by the Administrative Agent and the Lenders of their rights pursuant to Section 10.2. All obligations provided for in this Section 14.6 shall survive repayment of the Loans, termination or expiration and any termination of this Agreement.

14.7. Subsidiary References. The provisions of this Agreement relating to Subsidiaries shall apply only during such times as the Company has one or more Subsidiaries.

14.8. Captions. Section captions used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

14.9. Assignments; Participations.

14.9.1. Assignments. Any Lender may, with the prior written consent of the Administrative Agent but without the consent of the Company, at any time assign and delegate to one or more Eligible Assignees (any Person to whom such an assignment and delegation is to be made being herein called an "Assignee"), all or any fraction of such Lender's Loans and Commitment in a minimum aggregate amount (in the case of an assignment to an Assignee other than a Lender hereunder) equal to the lesser of (i) the amount of the assigning Lender's remaining Loans and, without duplication, Commitment and (ii) \$5,000,000 (or such lesser amount as the Administrative Agent may agree in its discretion); provided that (a) no assignment and delegation may be made to any Person if, at the time of such assignment and delegation, the Company would be obligated to pay any greater amount under Section 7.6 or Section 8 to the Assignee than the Company is then obligated to pay to the assigning Lender under such Sections (and if any assignment is made in violation of the foregoing, the Company will not be required to pay the incremental amounts) and (b) the Company and the Administrative Agent shall be entitled to continue to deal solely and directly with such Lender in connection with the interests so assigned and delegated to an Assignee until the date when all of the following conditions shall have been met:

(v) the Register shall have been updated to reflect such assignment and delegation,

(w) the Assignee shall have complied with the requirements set forth in Section 13.10, if applicable,

(x) five Business Days (or such lesser period of time as the Administrative Agent and the assigning Lender shall agree) shall have passed after written notice of such assignment and delegation, together with payment instructions, addresses and related information with respect to such Assignee, shall have been given to the Company and the Administrative Agent by such assigning Lender and the Assignee,

(y) the assigning Lender and the Assignee shall have executed and delivered to the Company and the Administrative Agent an assignment agreement substantially in the form of Exhibit H (an "Assignment Agreement"), together with any documents required to be delivered thereunder, which Assignment Agreement shall have been accepted by the Administrative Agent and, if required, the Company, and

(z) the assigning Lender shall have paid the Administrative Agent a processing fee in the amount of \$3,500.

From and after the date on which the conditions described above have been met, (x) such Assignee shall be deemed automatically to have become a party hereto and, to the extent that rights and obligations hereunder have been assigned and delegated to such Assignee pursuant to such Assignment Agreement, shall have the rights and obligations of a Lender hereunder, and (y) the assigning Lender, to the extent that rights and obligations hereunder have been assigned and delegated by it pursuant to such Assignment Agreement, shall be released from its obligations hereunder. Within five Business Days after the effectiveness of any assignment and delegation to a Person that is not currently a Lender hereunder, the Company shall execute and deliver to the Administrative Agent (for delivery to the Assignee) a new Note dated the effective date of such assignment. Any attempted assignment and delegation not made in accordance with this Section 14.9.1 shall be null and void.

The Administrative Agent, acting solely for this purpose as an agent of the Company, shall maintain at the Administrative Agent's office set forth on Schedule 14.3 a copy of each Assignment Agreement delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount of, and interest on, the Loans and reimbursement obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Company, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Company and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

Notwithstanding the foregoing provisions of this Section 14.9.1 or any other provision of this Agreement, any Lender may at any time assign all or any portion of its Loans and its Note to a Federal Reserve Bank; provided that no such assignment shall release any Lender from any of its obligations hereunder.

**14.9.2. Participations.** Any Lender may, without the consent of the Company, at any time sell to one or more commercial banks or other Persons participating interests in any Loan owing to such Lender, the Note held by such Lender, the Commitment of such Lender, the direct or

participation interest of such Lender in any Letter of Credit or any other interest of such Lender hereunder (any Person purchasing any such participating interest being herein called a "Participant"); provided that any Lender selling any such participating interest shall give notice thereof to the Company. In the event of a sale by a Lender of a participating interest to a Participant, (x) such Lender shall remain the holder of its Note and shall remain responsible for all of its obligations as a Lender hereunder for all purposes of this Agreement, (y) the Company and the Administrative Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations hereunder and (z) all amounts payable by the Company shall be determined as if such Lender had not sold such participation and shall be paid directly to such Lender. No Participant shall have any direct or indirect voting rights hereunder except with respect to any of the events described in the fourth sentence of Section 14.1. Each Lender agrees to incorporate the requirements of the preceding sentence into each participation agreement which such Lender enters into with any Participant. The Company agrees that if amounts outstanding under this Agreement and the Notes are due and payable (as a result of acceleration or otherwise), each Participant shall be deemed to have the right of setoff in respect of its participating interest in amounts owing under this Agreement, any Note and with respect to any Letter of Credit to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement or such Note; provided that such right of setoff shall be subject to the obligation of each Participant to share with the Lenders, and the Lenders agree to share with each Participant, as provided in Section 7.5. The Company also agrees that Section 7.6 and Section 8 shall apply to a Participant as if it were a Lender (provided that no Participant shall receive any greater amount pursuant to Section 7.6 or Section 8 than would have been paid to the participating Lender if no participation had been sold).

**14.10. Governing Law. THIS AGREEMENT AND EACH NOTE SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, EXCEPT AS GOVERNED BY THE BANKRUPTCY CODE.** Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations of the Company and rights of the Administrative Agent and the Lenders expressed herein or in any other Loan Document shall be in addition to and not in limitation of those provided by applicable law.

**14.11. Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement.

**14.12. Successors and Assigns.** This Agreement shall be binding upon the Company, the Lenders and the Administrative Agent and their respective successors and permitted assigns, and shall inure to the benefit of the Company, the Lenders and the Administrative Agent and the successors and permitted assigns of the Lenders and the Administrative Agent; provided that the Company shall not be permitted to assign its rights hereunder.

14.13. Indemnification by the Company.

(a) In consideration of the execution and delivery of this Agreement by the Administrative Agent and the Lenders and the agreement to extend the Commitments provided hereunder, the Company hereby agrees to indemnify, exonerate and hold the Administrative Agent each Lender and each of the officers, directors, employees, Affiliates and agents of the Administrative Agent and each Lender (each a "Lender Party") free and harmless from and against any and all actions, causes of action, suits, losses, liabilities, damages and expenses, including reasonable attorneys' fees, court costs and other legal expenses (collectively, for purposes of this Section 14.13, called the "Indemnified Liabilities"), incurred by the Lender Parties or any of them as a result of, or arising out of, or relating to (i) any tender offer, merger, purchase of stock, purchase of assets or other similar transaction financed or proposed to be financed in whole or in part, directly or indirectly, with the proceeds of any of the Loans, (ii) the use, handling, release, emission, discharge, transportation, storage, treatment or disposal of any hazardous substance at any property owned or leased by any Loan Party; (iii) any violation of any Environmental Laws with respect to conditions at any property owned or leased by any Loan Party or the operations conducted thereon, (iv) the investigation, cleanup or remediation of offsite locations at which any Loan Party or any of its predecessors in interest is alleged to have directly or indirectly disposed of hazardous substances or (v) the execution, delivery, performance, or enforcement of this Agreement or any other Loan Document or the Financing Orders by any of the Lender Parties or the use by the Loan Parties of any funds advanced hereunder, except for any such Indemnified Liabilities arising on account of any such Lender Party's gross negligence or willful misconduct. If and to the extent that the foregoing undertaking may be unenforceable for any reason, the Company hereby agrees to make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law. The Company further agrees that no Lender Party shall have any liability to the Company or any of its Subsidiaries for any consequential, indirect or punitive damages in connection with its activities under this Agreement or any other Loan Document.

(b) All obligations provided for in this Section 14.13 shall survive repayment of the Loans, expiration or termination of the Letters of Credit, any foreclosure under, or any modification, release or discharge of any or all of the Collateral Documents, the sale, transfer or conveyance of all or part of the past and present properties and facilities or any circumstances which might otherwise constitute a legal or equitable discharge, in whole or in part, of the Company under this Agreement and any termination of this Agreement.

**14.14. Forum Selection and Consent to Jurisdiction. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, MAY BE BROUGHT AND MAINTAINED IN THE BANKRUPTCY COURT. THE COMPANY HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE BANKRUPTCY COURT FOR THE PURPOSE OF ANY SUCH LITIGATION AS SET FORTH ABOVE. THE COMPANY FURTHER IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID TO SUCH ADDRESS AS DETERMINED PURSUANT TO SECTION 14.3, BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. THE COMPANY**

**HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.**

**14.15. Waiver of Jury Trial. THE COMPANY, THE ADMINISTRATIVE AGENT AND THE LENDERS HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY FINANCING RELATIONSHIP EXISTING IN CONNECTION WITH ANY OF THE FOREGOING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH LOAN PARTY ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION (AND EACH OTHER PROVISION OF EACH OTHER LOAN DOCUMENT TO WHICH IT A PARTY) AND THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE ADMINISTRATIVE AGENT AND THE LENDERS ENTERING INTO THIS AGREEMENT AND EACH SUCH OTHER LOAN DOCUMENTS.**

14.16. Confidentiality. Each Lender agrees (on behalf of itself and each of its affiliates, directors, officers, employees and representatives) to use reasonable precautions to keep confidential, in accordance with such Lender's customary practices, any non-public information supplied to it by the Company or any Subsidiary; provided that nothing herein shall limit the disclosure of any such information by any Lender (a) to the extent required by applicable law or legal process, (b) to such Lender's counsel, accountants, auditors and other professional advisors, (c) to any governmental agency or regulatory body having jurisdiction over such Lender, (d) to the extent that such information is publicly available or becomes available to such Lender on a non-confidential basis, in each case not as a result of any breach of this Section, (e) to any actual or prospective assignee or participant so long as such Person is advised of and agrees in writing to be bound by the provisions of this Section 14.16, (f) in connection with any litigation to which such Lender is a party, (g) in connection with the enforcement of any rights or remedies hereunder or (h) to any other Lender; provided that (i) unless prohibited by applicable law or court order, such Lender shall make reasonable efforts to notify the Company of any request for disclosure of any such non-public information of the type described in clause (a), (c) (except in the course of customary examinations of such Lender) or (f) above prior to disclosure of such information and (ii) in no event shall such Lender be obligated or required to return any material furnished by the Company or any Subsidiary.

14.17. Carve-Out.

(a) Except as otherwise provided, the liens and claims granted to the Administrative Agent shall be subject only to the Carve-Out.

(b) Subject to the extension of the Carve-Out for the DIP Professionals specified in the definition of the term "Carve-Out" in Section 1 above, the Carve-Out may be increased if and only to the extent that the Required Lenders agree in writing in their respective sole discretion.

(c) In order to effectuate the funding of the Carve-Out, the Administrative Agent shall establish an escrow account or other account mechanism satisfactory to the Administrative Agent and the DIP Professionals (the "Professional Fee Escrow") and shall fund such Professional Fee Escrow with proceeds (which proceeds shall remain subject to the Administrative Agent's pre-petition and post-petition liens but shall be subordinate to the Carve-Out) from the sale or other liquidation of pre-petition or post-petition assets of the Debtors. The Administrative Agent shall distribute funds from the Professional Fee Escrow to the applicable DIP Professional upon entry of an order of the Bankruptcy Court allowing the fees to be paid (and if allowed on an interim basis, subject to entry of an order allowing such fees on a final basis). Payments from the Professional Fee Escrow shall not in the aggregate exceed the Carve-Out, and any funds remaining in the Professional Fee Escrow after the disposition of all final fee applications of the DIP Professionals shall be applied to the Liabilities in accordance with the provisions of this Agreement. In the event of a Section 363 Sale of all or any part of the Debtors' assets, the proceeds of such sale shall first be applied to fund the Professional Fee Escrow up to the maximum amount of the Carve-Out and any extensions thereof. In the event of any other sale of the Debtors' assets, in whole or in part, the proceeds of such sale as well as collections received, shall be applied to fund the Professional Fee Escrow, provided, however, that the Debtors shall retain an amount sufficient to fund the liquidation of any remaining assets.

(d) Upon entry of the Interim Financing Order, the Administrative Agent's and the Lenders' obligations with respect to the Carve-Out shall be binding and shall survive any modification of this Agreement or the Financing Orders by the Bankruptcy Court and the Financing Orders shall so provide.

## SECTION 15. GUARANTY BY AND COVENANTS OF THE PARENT.

15.1. Guaranty. The Parent hereby absolutely, unconditionally and irrevocably guarantees the full and punctual payment (whether at stated maturity, upon acceleration or otherwise) of all obligations of the Company under this Agreement, including the principal of and interest on each Loan to the Company, all obligations of the Company under or in connection with Letters of Credit and all costs and expenses of the Administrative Agent and the Lenders in enforcing any of their rights against the Company hereunder. Upon failure by the Company to pay punctually any such amount, the Parent shall forthwith on demand pay the amount not so paid at the place, in the currency and in the manner specified in this Agreement.

15.2. Guaranty Unconditional. The obligations of the Parent under this Section 15 shall be absolute, unconditional and irrevocable and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(a) any extension, renewal, settlement, compromise, waiver or release in respect of any obligation of the Company under this Agreement or any other Loan Document, by operation of law or otherwise;

(b) any modification or amendment of or supplement to this Agreement, any other Loan Document;

(c) any release, impairment, non-perfection or invalidity of any other guaranty or of any direct or indirect security for any obligation of the Company under this Agreement or any other Loan Document;

(d) any change in the corporate existence, structure or ownership of the Company or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Company or the Company's assets or any resulting release or discharge of any obligation of the Company contained in this Agreement or any other Loan Document;

(e) the existence of any claim, set-off or other right which the Parent may have at any time against the Company, the Administrative Agent, any Lender or any other Person, whether in connection herewith or any unrelated transaction, provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(f) any invalidity or unenforceability relating to or against the Company for any reason of this Agreement or any other Loan Document, or any provision of any applicable law or regulation purporting to prohibit the payment by the Company of the principal of or interest on any Loan or any other amount payable by the Company under this Agreement or any other Loan Document; or

(g) any other act or omission to act or delay of any kind by the Company, the Administrative Agent, any Lender or any other Person or any other circumstance whatsoever which might, but for the provisions of this paragraph, constitute a legal or equitable discharge of the Parent's obligations as guarantor hereunder.

15.3. Discharge only upon Payment in Full; Reinstatement in Certain Circumstances. The Parent's obligations as guarantor hereunder shall remain in full force and effect until the Commitments shall have terminated, all Letters of Credit shall have expired or terminated and all obligations of the Company under this Agreement shall have been paid in full. If at any time any payment of principal, interest or any other amount payable by the Company under or in connection with this Agreement or any other Loan Document is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Company or otherwise, the Parent's obligations hereunder with respect to such payment shall be reinstated as though such payment had been due but not made at such time.

15.4. Waiver by the Parent. The Parent irrevocably waives acceptance hereof, presentment, demand, protest and any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against the Company or any other Person.

15.5. Subrogation. Notwithstanding any payment made by or for the account of the Company pursuant to this Section 15, the Parent shall not be subrogated to any right of the Administrative Agent or any Lender until such time as the Administrative Agent and the Lenders

and any applicable Affiliate of any Lender shall have received final payment in cash of the full amount of all obligations of the Company hereunder.

15.6. Stay of Acceleration. If acceleration of the time for payment of any amount payable by the Company under this Agreement or any other Loan Document is stayed upon the insolvency, bankruptcy or reorganization of the Company, all such amounts otherwise subject to acceleration under the terms of this Agreement shall nonetheless be payable by the Parent hereunder forthwith on demand by the Administrative Agent.

15.7. Covenants of the Parent. Without limitation of the covenants of the Parent set forth in Section 10, the Parent agrees that, until the expiration or termination of the Commitments and thereafter until all obligations of the Company hereunder and under the other Loan Documents are paid in full and all Letters of Credit have been terminated, it will not, except to the extent expressly permitted by this Agreement:

(a) conduct any business or operations, act in a capacity other than as a holding company, own any interest or asset of any type (other than the capital stock of the Company) or make any Investment;

(b) transfer, assign, hypothecate, pledge (or otherwise encumber), sell, convey or otherwise dispose of any of its assets (whether voluntarily or involuntarily), except to the Administrative Agent;

(c) create, incur, assume or suffer to exist any Debt or other liability or obligation of any kind, other than (i) pursuant to this Section 15 and any similar guaranty in connection with the Senior Subordinated Loan Documents, (ii) Suretyship Liabilities in respect of Hedging Obligations of the Company or any Subsidiary, (iii) Debt of the types described in Section 10.6 or (iv) in the ordinary course of business; or

(d) be a party to any merger, consolidation or similar transaction.

15.8. USA PATRIOT ACT NOTICE. Each Lender and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Parent and the Company that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Parent and the Company, which information includes the name and address of the Parent and the Company and other information that will allow such Lender or the Administrative Agent, as applicable, to identify the Parent and the Company in accordance with the Act.

15.9. Release and Covenant Not to Sue. (a) In consideration of the Lenders entering into this Agreement and making the waivers set forth in Sections 15.3 and 15.4, the Parent and the Company, each for itself and each of its Subsidiaries, release the Administrative Agent and each Lender and their respective affiliates, and the directors, officers, employees, agents, attorneys, consultants and other representatives of the foregoing, and the respective successors and assigns of all of the foregoing (collectively the "Released Parties"), from any claim, right or cause of action that now exists, or in any way relates to facts in existence as of the date hereof, whether known or unknown, arising out of the Existing Credit Agreement, any "Loan Document" (as defined in the Existing Credit Agreement), any forbearance agreement, letter

agreement, term sheet or other document related to the foregoing or to this Agreement, and any action or inaction by any Person in connection with any of the foregoing (any of the foregoing, an "Existing Matter").

(b) Each of the Parent and the Company covenants that it will, and will cause each of its Subsidiaries to, refrain from commencing or prosecuting any action or suit, in law or in equity, against any Released Party arising out of any Existing Matter. In addition to any other liability that may accrue upon the breach of this Section 15.9(b), the Parent and the Company jointly and severally agree to pay, and acknowledge that they shall be jointly and severally liable for, all costs and expenses, including reasonable attorneys' fees and court costs, incurred by any Released Party in the defense of any such action or suit.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

MORTON INDUSTRIAL GROUP, INC.

By: \_\_\_\_\_  
Rodney B. Harrison  
Vice President and Treasurer

MMC PRECISION HOLDINGS CORP.

By: \_\_\_\_\_  
Rodney B. Harrison  
Vice President and Treasurer

NATIONAL CITY BANK, as Administrative  
Agent and as Issuing Lender and a Lender

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GUARANTY BANK

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

JPMORGAN CHASE BANK, N.A.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ORIX FINANCE CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GSCP (NJ), L.P., on behalf of each of the following funds, in its capacity as Collateral Manager:

GSC PARTNERS CDO FUND IV, LIMITED  
GSC PARTNERS CDO FUND V, LIMITED  
GSC PARTNERS CDO FUND VI, LIMITED  
GSC PARTNERS CDO FUND VII, LIMITED

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## SCHEDULES

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SCHEDULE B	Mortgages
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