

AMENDMENT TO REVOLVING CREDIT AGREEMENT

This Amendment to Revolving Credit Agreement ("**Amendment**") is entered into this _____ day of _____, 2011, by and between MP-Tech America, LLC ("**Borrower**") and Joon, LLC ("**Lender**").

WHEREAS, the Borrower filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code on April 8, 2011, in the United States Bankruptcy Court for the Middle District of Alabama ("Bankruptcy Court"), such case being designated Case No. 11-30895 ("Bankruptcy Case");

WHEREAS, the Borrower and Lender entered in that certain Revolving Credit Agreement ("**Agreement**"), dated as of April 19, 2011, pursuant to which Lender has been lending money to Borrower to finance its operations during the Bankruptcy Case;

WHEREAS, Borrower and Lender desire to amend the Agreement as set forth in this Amendment; and

WHEREAS, the terms of this Amendment will assist in preserving the value of the Borrower's assets, which Lender has expressed an interest in purchasing.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein and other good and valuable consideration, Borrower and Lender hereby agree to modify the Agreement, and the Agreement is hereby so modified, as follows:

1. The paragraph in the Introductory Statement which, prior to giving effect to the Amendment, reads as follows:

"The Borrower has applied to the Lenders for a revolving credit facility in an aggregate principal amount not to exceed \$700,000 during the Initial Term plus \$300,000 for each additional Extension Period (each a "Commitment Increase"), not to exceed \$1,800,000 in the aggregate in any case."

is deleted in its entirety and replaced with the following:

"The Borrower has applied to the Lenders for a revolving credit facility in an aggregate principal amount not to exceed \$700,000 during the Initial Term plus \$500,000 for each additional Extension Period (each a "Commitment Increase"), not to exceed \$2,100,000 in the aggregate in any case."

2. The definition of the term "Initial Term" in Section 1.01 of the Agreement is amended to read as follows:

"Initial Term" means the period beginning on the date hereof and ending June 30, 2011."

3. The definition of the term "Loan Documents" in Section 1.01 of the Loan Agreement is deleted in its entirety and replaced by the following:

"Loan Documents" shall mean this Agreement, the Security Agreement, and any other instrument or agreement, including any modification or amendment of the foregoing, executed and delivered to the Agent or any Lender in connection herewith."

4. Section 2.1(a) of the Agreement is deleted in its entirety and replaced by the following:

"(a) Each Lender severally and not jointly with the other Lenders agrees, upon the terms and subject to the conditions herein set forth to make revolving credit loans (each a "Loan" and collectively, the "Loans") to the Borrower at any time and from time to time during the period commencing on the date hereof and ending on the Termination Date in an aggregate principal amount not to exceed, the Commitment of such Lender, which Loans may be repaid and reborrowed in accordance with the provisions of this Agreement. At no time shall the sum of the then outstanding aggregate principal amount of the Loans exceed the Total Commitment of \$2,100,000, as the same may be reduced from time to time pursuant to Section 2.06 or increased pursuant to Section 2.09."

5. The last sentence in Section 2.09 of the Agreement is deleted in its entirety and replaced by the following:

"If such Extension Request is so approved, upon the receipt of any approvals required by the Bankruptcy Court or otherwise (in form and substance satisfactory to the Agent), (i) the Maturity Date shall be extended by 30 days; (ii) the Total Commitments shall increase by \$500,000 and (iii) the Borrower shall execute such documents, instruments, notes or other documents as may be requested by the Agent or the Required Lenders to evidence such extension or increase in Commitments."

6. Sections 9.1 through 9.16 of the Agreement, as may be amended hereby, shall apply to this Amendment.

Entered into as of the date first set forth herein above.

BORROWER:

MP-TECH AMERICA, LLC, a debtor and
debtor-in-possession under Chapter 11 of the
Bankruptcy Code.

By: _____
Name: _____
Title: _____

AGENT AND LENDERS:

JOON, LLC, as Agent and as a Lender

By: _____
Name: _____
Title: _____