

**SUMMARY OF TERMS AND CONDITIONS FOR
REVOLVING CREDIT AND TERM LOAN EXIT FACILITIES**
(Confidential For Discussion Purposes Only; Not a commitment to lend)

Borrower: Reorganized SIRVA Worldwide, Inc. (the “Borrower”).

Guarantors: Reorganized SIRVA, Inc. (“Holding”), CMS Holding, LLC, RS Acquisition Holding, LLC and all of the direct and indirect domestic subsidiaries of the Borrower that are reorganized Debtors and party to the DIP Credit Agreement referred to below (together with the Borrower, collectively, the “Loan Parties”). Foreign subsidiaries to be determined.

Administrative Agent,
Sole Lead Arranger and
Sole Bookrunner: JPMorgan Chase Bank, N.A. (“JPMCB”) will serve as the administrative agent (in such capacity, the “Agent”) for the revolving credit and term loan exit facilities contemplated hereby (collectively, the “Exit Facility”). J.P. Morgan Securities Inc. will serve as sole lead arranger and sole bookrunner (in such capacities, the “Arranger”) for the Exit Facility.

Other Titles: To be determined.

Lenders: A syndicate of financial institutions (including JPMCB, the “Exit Lenders”) to be arranged by the Arranger.

Commitment: Up to \$215 million (the “Commitment”; the loans made thereunder, the “Loans”), comprised of a term loan facility of up to \$85 million and a revolving credit facility of up to \$130 million. The Exit Facility shall have a sublimit of \$20,000,000 for swingline loans (the “Swingline Loans”) and a sublimit of \$60,000,000 for letters of credit to be issued for purposes that are reasonably satisfactory to the Agent (collectively, the “Letters of Credit”). Standby letters of credit that are outstanding on the closing of the Exit Facility (the “Exit Closing Date”) under the DIP Credit Agreement or the Pre-Petition Credit Agreement (as defined in Exhibit A) shall be deemed to be issued under the Exit Facility.

Use of Proceeds: Proceeds of Loans will be (i) deemed to repay in full all amounts outstanding on the Exit Closing Date under the Borrower’s existing debtor-in-possession credit agreement (the “DIP Credit Agreement”), (ii) used to fund distributions under the Plan (as defined in the Restructuring Term Sheet to which this Summary is an exhibit) on the Exit Closing Date and (iii) thereafter, used for working capital and general corporate purposes of the Borrower and its subsidiaries.

Maturity Date and
Amortization: The date (the “Maturity Date”) that is four years after the Exit Closing Date. Loans under the term loan facility shall be repayable in nominal quarterly installments for the first three years in annual aggregate amounts equal to 1% of the term loans made on the Closing Date and thereafter in substantial quarterly installments in amounts to be agreed, with any principal balance to be due on the Maturity Date.

Priority and Liens: The Loans and all obligations under the Exit Facility will be secured by first priority, perfected liens upon and security interests in (including real estate mortgages, stock pledges of subsidiaries of the Borrower and stock pledges of first-tier subsidiaries of Holding) substantially all present and future assets and property of the Borrower and the other Loan Parties (subject to exceptions

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	consistent with the Pre-Petition Credit Agreement to be agreed) (the “ <u>Collateral</u> ”).
<u>Foreign Subsidiary Funding:</u>	The Exit Facility shall permit funding for the Borrower’s foreign operations in amounts to be agreed based on annual budgets that are satisfactory to the Agent and the Lenders.
<u>Unused Commitment Fee:</u>	0.50% per annum on the unused amount of the Commitments, payable monthly in arrears during the term of the Exit Facility. Swingline Loans shall, for purposes of the commitment fee calculations only, not be deemed to be a utilization of the Exit Facility.
<u>Agency Fee:</u>	\$250,000 per annum, payable quarterly in advance; <u>provided</u> that the agency fee paid in connection with the DIP Facility shall be credited against the agency fee payable in connection with the Exit Facility.
<u>Upfront Fee:</u>	2.0% on the aggregate amount of the Exit Facility, payable in cash on the closing of the Exit Facility; <u>provided</u> that the upfront fee paid in connection with the DIP Facility shall be credited against the upfront fee payable in connection with the Exit Facility.
<u>Letter of Credit Fees:</u>	6.5% per annum on the outstanding face amount of each Letter of Credit, <u>plus</u> customary fees for fronting, issuance, amendments and processing.
<u>Interest Rate:</u>	JPMCB’s base rate <u>plus</u> 5.5% or, at the Borrower’s option, LIBOR <u>plus</u> 6.5% for interest periods of 1, 3 or 6 months; interest shall be payable quarterly in arrears, on the Maturity Date and thereafter on demand. Upon the occurrence and during the continuance of any default under the credit agreement for the Exit Facility (the “ <u>Exit Credit Agreement</u> ”), interest shall be payable in cash on all outstanding Loans on demand at 2% above the then applicable rate.
<u>Optional Prepayments:</u>	Loans may be prepaid, and Commitments may be reduced or cancelled, at any time without premium.
<u>Financial Covenants:</u>	Consistent with the Pre-Petition Credit Agreement (with levels to be determined).
<u>Conditions to Conversion:</u>	The conditions to conversion of the DIP Credit Agreement into the Exit Facility and the Exit Closing Date thereunder shall be subject to the satisfaction (or waiver by the Required Lenders) of conditions customary for exit financings of this type and otherwise reasonably deemed appropriate by the Exit Lenders, including, without limitation, the conditions set forth on Annex A hereto.
<u>Voting:</u>	Customary for exit financings and otherwise reasonably deemed appropriate by the Exit Lenders. Required Lenders shall be defined to mean Exit Lenders holding more than 50% of the term loans and revolving credit commitments.
<u>Governing Law:</u>	State of New York.

The Exit Credit Agreement will contain representations and warranties, covenants (including a covenant to deliver to the Agent, no later than September 30, 2008, a five-year business plan which reflects new management’s view and is reasonably acceptable to the Agent and the Exit Lenders), mandatory prepayment events and events of default (based on the DIP Credit Agreement) customary for exit financings and otherwise reasonably deemed appropriate by

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the Exit Lenders. In addition the pricing, terms and structure contained in this Term Sheet shall be subject to modification to ensure a successful syndication of the Exit Facility.

Certain Conditions to Extensions of Credit

1. The Borrower and the other Loan Parties shall have executed and delivered satisfactory definitive financing, collateral and intercreditor documentation with respect to the Exit Facility (the "Credit Documentation").
2. A Joint Plan of Reorganization of the Loan Parties and related documentation all consistent in all material respects with the Restructuring Term Sheet and otherwise acceptable to the Agent and the DIP Lenders (the "Reorganization Plan") shall have become effective.
3. The entry by the Bankruptcy Court of an order confirming the Reorganization Plan (the "Confirmation Order"), with the provisions relating to the Exit Facility contained therein to be reasonably satisfactory to the Arranger. The Confirmation Order (a) shall be in full force and effect and (b) without the consent of the Arranger, such consent not to be unreasonably withheld, conditioned or delayed, shall not have been reversed or modified and shall not be stayed or subject to a motion to stay.
4. The Exit Lenders shall have received a first priority lien (subject to permitted liens) on the collateral securing the Exit Facility and shall have received such reports, documents and agreements as are customarily delivered in connection with security interests in the types of assets subject to such liens, including the receipt of UCC and other lien searches reasonably satisfactory to the Agent. The intercreditor agreement that will govern all arrangements in respect of the collateral between the Exit Facility and the Second Lien Facility shall be reasonably satisfactory to the Agent and the DIP Lenders.
5. The Borrower shall have delivered to the Agent a five-year business plan acceptable to the Agent and the Exit Lenders.
6. The Exit Lenders, the Agent and the Arranger shall have received all fees required to be paid, and all reasonable out-of-pocket expenses for which invoices have been presented, on or before the Exit Closing Date.
7. All material governmental and third party consents and approvals necessary in connection with the financing contemplated hereby shall have been obtained and shall be in full force and effect.
8. The Agent shall have received (a) certified copies of board resolutions or other evidence of corporate authorization and approvals and certificates with respect to incumbency, signatures, accuracy of representations and warranties in all material respects and absence of defaults, (b) satisfactory legal opinions from counsel for the Loan Parties, including local counsel for the Loan Parties, as required and (c) a notice of borrowing.