

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	
)	Chapter 11
IPC International Corporation, <i>et al.</i> ¹)	Case No. 13-12050 (MFW)
)	
Debtors.)	(Jointly Administered)
)	
)	Re: Docket Nos. 15, 43

FINAL ORDER (I) AUTHORIZING DEBTORS IN POSSESSION TO OBTAIN POST-PETITION FINANCING PURSUANT TO 11 U.S.C. § 364, (II) GRANTING LIENS, SECURITY INTERESTS AND SUPERPRIORITY CLAIMS, (III) AUTHORIZING THE USE OF CASH COLLATERAL PURSUANT TO 11 U.S.C. § 363, (IV) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED LENDER PURSUANT TO 11 U.S.C. §§ 361 AND 363, AND (V) MODIFYING THE AUTOMATIC STAY

Upon the motion of the debtors and debtors in possession (together the, “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), dated August 9, 2013 (the “Motion”), seeking the entry of an interim and final order (this “Final Order”): (i) authorizing the Debtors to obtain credit (the “DIP Facility”) pursuant to section 364 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) and pursuant to that certain senior secured post-petition loan agreement with The PrivateBank and Trust Company, an Illinois banking corporation (“PrivateBank” or the “DIP Lender”), attached hereto as **Exhibit A** (the “DIP Credit Agreement”), under the terms of this Final Order, the DIP Credit Agreement, and any related documents required to be delivered by or in connection with the DIP Credit Agreement (collectively with the DIP Credit Agreement, the “DIP Credit Documents”) and to perform such other and further acts as may be required in connection with the DIP Credit Documents; (ii) granting security interests, liens, and superpriority claims (including a superpriority administrative claim pursuant to section 364(c)(1) of the Bankruptcy Code, liens pursuant to sections 364(c)(2) and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: IPC International Corporation (2698); and The Security Network Holdings Corporation (7985). The address of each of the Debtors is 2111 Waukegan Road, Bannockburn, IL 60015.



364(c)(3) of the Bankruptcy Code, and priming liens pursuant to section 364(d) of the Bankruptcy Code) to the DIP Lender to secure all obligations of the Debtors under and with respect to the DIP Facility; (iii) authorizing Debtors' use of the Cash Collateral (as hereinafter defined) solely on the terms and conditions set forth in this Final Order and in the DIP Credit Agreement; (iv) granting adequate protection to PrivateBank in its capacity as the Prepetition Secured Lender (as hereinafter defined); and (v) modifying the automatic stay imposed under section 362 of the Bankruptcy Code to the extent necessary to permit the Debtors, the DIP Lender, and the Prepetition Secured Lender to implement the terms of this Final Order; and an interim hearing having been held by the Court on August 13, 2013, pursuant to Rule 4001 (the "Interim Hearing"), and a final hearing having been held by the Court on September 3, 2013 (the "Final Hearing"), and the Court having considered the Motion and all pleadings related thereto, including the record made by the Debtors at the Interim Hearing and the Final Hearing; and after due deliberation and consideration, and good and sufficient cause appearing therefor:

THE COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS:

A. On August 9, 2013 (the "Petition Date"), the Debtors filed with this Court voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are continuing to operate their businesses and are managing their respective properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner and no official committee of unsecured creditors has been appointed in the Chapter 11 Cases.

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b) and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The Debtors have provided notice of the Final Hearing by facsimile, electronic

mail, or overnight mail to:

(i) the Office of the United States Trustee (the "U.S. Trustee"); (ii) the twenty (20) largest unsecured creditors of the Debtors; (iii) counsel to the DIP Lender; (iv) counsel to the Prepetition Secured Lender; (v) all known parties with liens of record on assets of the Debtors as of the Petition Date; (vi) all financial institutions at which the Debtors maintain deposit accounts; (vii) the landlords for all non-residential real properties occupied by the Debtors as of the Petition Date; (viii) the Internal Revenue Service; and (ix) all other parties requesting notice pursuant to Bankruptcy Rule 2002. The Court concludes that the foregoing notice was sufficient and adequate under the circumstances and complies with Bankruptcy Rule 4001 in all respects.

D. Without prejudice to the rights of any other party, but subject to the limitations thereon set forth in paragraph 29 below, the Debtors admit, stipulate and agree that:

(1) Pursuant to that certain Credit Agreement dated as of August 31, 2009 (as amended, supplemented or otherwise modified prior to the date hereof, the "Prepetition Credit Agreement"), by and among, on the one hand, The Security Network Holdings Corp., IPC International Corporation, Uniformity, Inc., IPC International Realty Company, LLC, and IPC Technologies Inc., as the borrowers, and, on the other hand, The PrivateBank and Trust Company as administrative agent, syndication agent and documentation agent for the lenders, and as the sole lender (the "Prepetition Secured Lender"), the Prepetition Secured Lender made certain loans and other financial accommodations to or for the benefit of the Debtors. In connection with the Prepetition Credit Agreement, the Debtors entered into certain collateral and ancillary documentation with the Prepetition Secured Lender (such collateral and ancillary documentation collectively with the Prepetition Credit Agreement, the "Prepetition Credit Documents"). All obligations of the Debtors arising under the Prepetition Credit Documents, including all loans, advances, debts, liabilities, principal, interest, fees, swap exposure, charges, expenses, indemnities, and obligations for the

performance of covenants, tasks or duties, or for the payment of monetary amounts owing to the Prepetition Secured Lender by the Debtors, of any kind or nature, whether or not evidenced by any note, agreement or other instrument, shall hereinafter be referred to as the “Prepetition Obligations.”

(2) As of the Petition Date, the Debtors were truly and justly indebted to the Prepetition Secured Lender pursuant to the Prepetition Credit Documents, without defense, counterclaim or offset of any kind, in the following aggregate amounts in respect of loans and other financial accommodations made by the Prepetition Secured Lender pursuant to and in accordance with the terms of the Prepetition Credit Documents, not including fees and interest: (a) Revolving Loan: \$7,055,749.80 (the “Prepetition Revolving Debt”); (b) ESOP Term Loan: \$7,017,836.54; (c) Mortgage Term Loan: \$4,373,333.28; and (d) Outstanding Letters of Credit: \$2,381,865.00 (ESOP Term Loan, Mortgage Term Loan, and Outstanding Letters of Credit, collectively, the “Prepetition Term Debt”).

(3) In addition, as of the Petition Date, the Debtors were further truly and justly indebted to the Prepetition Secured Lender pursuant to the Prepetition Credit Documents, without defense or setoff of any kind, in the aggregate amounts of (i) all other accrued or hereafter accruing bank fees and unpaid interest on the Prepetition Revolving Debt and the Prepetition Term Debt, (ii) all unpaid fees and expenses (including the fees and expenses of attorneys and financial advisors for the Prepetition Secured Lender) now or hereafter due under the Prepetition Credit Documents, and (iii) any other obligations of the Debtors under the Prepetition Credit Documents.

(4) Pursuant to the Prepetition Credit Documents, the Prepetition Obligations are secured by valid, duly perfected first-priority (subject to certain permitted liens permitted by the Prepetition Credit Documents) security interests in and continuing liens on substantially all of the assets and property of the Debtors, including, but not limited to, all

personal and fixture property of every kind and nature, including without limitation, all goods (including inventory, equipment, and any accessions thereto), instruments, documents, accounts receivable, chattel paper (including electronic chattel paper), the Debtors' lockbox and cash concentration account, letter of credit rights, commercial tort claims, securities and all other investment property, insurance claims and proceeds, intellectual property, and all general intangibles, and all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing, in each case wherever located, whether then owned or existing or thereafter acquired or arising. All collateral granted or pledged by the Debtors to the Prepetition Secured Lender pursuant to the Prepetition Credit Documents shall collectively be referred to herein as the "Prepetition Collateral."

(5) Substantially all of the Debtors' cash, including, without limitation, all cash and other amounts on deposit or maintained in the Debtors' lockbox and cash concentration account by the Debtors and any amounts generated by collection of the Debtors' accounts receivable, the sale of the Debtors' inventory, or any other disposition of the Prepetition Collateral constitutes proceeds of the Prepetition Collateral and therefore constitutes cash collateral of the Prepetition Secured Lender within the meaning of section 363(a) of the Bankruptcy Code (the "Cash Collateral").

(6) All Prepetition Credit Documents executed and delivered by the Debtors to the Prepetition Secured Lender are valid and enforceable by the Prepetition Secured Lender against the Debtors. The Prepetition Secured Lender duly perfected its liens upon and security interests in the Prepetition Collateral in accordance with applicable law. The liens and security interests of the Prepetition Secured Lender in the Prepetition Collateral, as security for the Prepetition Obligations, constitute valid, binding, enforceable and perfected first-priority (subject to certain permitted liens permitted by the Prepetition Credit Documents) liens and security interests and are not subject to avoidance, disallowance,

subordination or re-characterization pursuant to the Bankruptcy Code or applicable non-bankruptcy law (except insofar as such liens are subordinated to the DIP Liens, and the Carve-Out (as each term is hereinafter defined) in accordance with this Order).

(7) The Prepetition Obligations constitute legal, valid and binding obligations of the Debtors, no offsets, defenses or counterclaims to the Prepetition Obligations exist, and no portion of the Prepetition Obligations is subject to avoidance, disallowance, reduction, subordination or re-characterization pursuant to the Bankruptcy Code or applicable non-bankruptcy law. The Debtors have no valid claims (as such term is defined in section 101(5) of the Bankruptcy Code) or causes of action against the Prepetition Secured Lender with respect to the Prepetition Credit Documents or otherwise, whether arising at law or at equity, including, without limitation, any re-characterization, subordination, avoidance or other claims arising under or pursuant to sections 105, 510 or 542 through 553, inclusive, of the Bankruptcy Code. The Debtors irrevocably waive any right to (i) challenge or contest the liens or security interests of the Prepetition Secured Lender in the Prepetition Collateral, (ii) challenge or contest the validity of the Prepetition Obligations, or (iii) assert any claims or causes of action against the Prepetition Secured Lender or any of its affiliates, agents, attorneys, financial advisors, officers, managers, directors or employees under the Bankruptcy Code or applicable non-bankruptcy law.

E. The Debtors have an immediate and critical need to obtain post-petition financing under the DIP Facility in order to operate their businesses as debtors in possession and comply with their obligations as debtors in possession.

F. The Debtors also have an immediate and critical need to use Cash Collateral pursuant to the terms of this Final Order to, among other things, finance the ordinary costs of their operations, maintain business relationships with vendors, suppliers and customers, make payroll, and satisfy other working capital and operational needs. The Debtors' access to

sufficient working capital and liquidity through the use of Cash Collateral pursuant to this Final Order is vital to the preservation and maintenance of the going concern value of the Debtors' estates. Consequently, without the continued use of Cash Collateral by the Debtors, to the extent authorized pursuant to this Final Order, the Debtors and their estates would suffer immediate and irreparable harm.

G. The Debtors are unable to obtain (i) adequate unsecured credit allowable either under (a) sections 364(b) and 503(b)(1) of the Bankruptcy Code or (b) section 364(c)(1) of the Bankruptcy Code, (ii) adequate credit secured either by (x) a senior lien on unencumbered assets of their estates under section 364(c)(2) of the Bankruptcy Code or (y) a junior lien on encumbered assets of their estates under section 364(c)(3) of the Bankruptcy Code, or (iii) secured credit under section 364(d)(1) of the Bankruptcy Code from sources other than the DIP Lender on terms more favorable than the terms of the DIP Facility. The only funding available to the Debtors is the DIP Facility.

H. The DIP Lender has agreed to provide the Debtors with certain financing commitments but solely on the terms and conditions set forth in this Final Order and the DIP Credit Documents. After considering all of their alternatives, the Debtors concluded, in an exercise of their sound business judgment, that the financing to be provided by the DIP Lender pursuant to the terms of this Final Order and the DIP Credit Documents represents the best post-petition financing presently available to the Debtors.

I. The Prepetition Secured Lender consents to: (i) the imposition of certain liens under section 364(d)(1) of the Bankruptcy Code in favor of the DIP Lender, but solely on the terms and conditions set forth in this Final Order and in the DIP Credit Documents, which liens will prime the Primed Liens (as defined in paragraph 14, *infra*), and (ii) the Debtors' use of the Prepetition Collateral (including the Cash Collateral), provided that the Court authorizes the Debtors, pursuant to sections 361, 363 and 364 of the Bankruptcy Code, to grant to the Prepetition Secured Lender, as

adequate protection for the Adequate Protection Obligations (as hereinafter defined), but subject to the Carve-Out (a) replacement security interests in and liens and mortgages upon (collectively, the "Adequate Protection Liens") all of the DIP Collateral (as hereinafter defined), and (b) a superpriority administrative expense claim under section 507(b) of the Bankruptcy Code (the "Adequate Protection Priority Claim"), which Adequate Protection Priority Claim shall be subordinate in priority only to the Carve-Out, and the superpriority claim under section 364(c)(1) of the Bankruptcy Code in favor of the DIP Lender. The Adequate Protection Liens and the Adequate Protection Priority Claim shall secure the payment of the Prepetition Obligations in an amount equal to any diminution in the value of the Prepetition Secured Lender's interests in the Prepetition Collateral, including the Cash Collateral from and after the Petition Date (the aggregate amount of such diminution, the "Adequate Protection Obligations") including, without limitation, any diminution resulting from: (i) the Debtors' use of the Prepetition Collateral, (ii) the imposition of the DIP Liens, which will prime the Primed Liens (as defined in paragraph 14, *infra*), and (iii) the imposition of the automatic stay pursuant to section 362(a) of the Bankruptcy Code; provided, however, that notwithstanding the foregoing, the diminution claim secured by the Adequate Protection Liens and the Adequate Protection Priority Claim shall not include the diminution in the Prepetition Collateral arising from, and to the extent of, the deemed repayments of the Prepetition Obligations under paragraph 6 of this Final Order. The Adequate Protection Liens shall be junior to the Carve-Out, the DIP Liens, and the Permitted Liens (as hereinafter defined) with respect to the collateral encumbered by any Permitted Liens to the extent such Permitted Liens are senior to the liens securing the Prepetition Obligations. As additional adequate protection, the Prepetition Secured Lender shall be entitled to (a) the payment of all fees (including reasonable professional fees and expenses owing under the Prepetition Credit Agreement as of the Petition Date), as and when set forth in the Budget, and (b) the current payment of all such post-petition fees and expenses.

J. The consent of the Prepetition Secured Lender to the priming of its liens by

the DIP Liens is limited to the DIP Facility presently before the Court, with PrivateBank as the DIP Lender, and shall not extend to any other post-petition financing or to any modified version of such DIP Facility. Furthermore, the consent of the Prepetition Secured Lender to the priming of its liens by the DIP Liens does not constitute, and shall not be construed as constituting, an acknowledgment or stipulation by the Prepetition Secured Lender that its interests in the Prepetition Collateral are adequately protected pursuant to this Final Order or otherwise. The Prepetition Secured Lender does not consent to the Debtors' use of the Prepetition Collateral, including the Debtors' use of the Cash Collateral, except on the terms of this Final Order.

K. The security interests and liens granted pursuant to this Final Order to the DIP Lender are appropriate under section 364(d) of the Bankruptcy Code because, among other things: (i) such security interests and liens do not impair the interests of any holder of a valid, perfected and non-avoidable prepetition security interest in or lien upon the property of the Debtors' estates, or (ii) the holders of such valid, perfected, prepetition security interests and liens have consented to the security interests and priming liens granted pursuant to this Final Order to the DIP Lender.

L. Good cause has been shown for immediate entry of this Final Order pursuant to Bankruptcy Rule 4001. In particular, the authorization granted herein for Debtors to continue using Cash Collateral and to obtain DIP financing, including on a priming lien basis, is necessary to avoid immediate and irreparable harm to the Debtors and their estates. Entry of this Final Order is in the best interest of the Debtors, their estates, and their creditors. The terms of the DIP Credit Documents and the terms of the Debtors' continued use of Cash Collateral pursuant to this Final Order are fair and reasonable under the circumstances, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

M. The Debtors, the DIP Lender, and the Prepetition Secured Lender have negotiated the terms and conditions of the DIP Credit Documents and this Final Order

(including the Debtors' use of Cash Collateral pursuant hereto) in good faith and at arm's-length, and any credit extended and loans made to the Debtors pursuant to this Final Order and the DIP Credit Documents shall be, and hereby are, deemed to have been extended, issued or made, as the case may be, in "good faith" within the meaning of section 364(e) of the Bankruptcy Code.

N. Based on the foregoing, and upon the record made before this Court at the Final Hearing, and good and sufficient cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is approved on the terms and conditions set forth in this Final Order. Any objections to the Motion that have not previously been withdrawn or resolved are hereby overruled on the merits. This Final Order shall become effective and binding upon all parties in interest immediately upon its entry. To the extent the terms of the DIP Credit Documents or the interim order entered on August 13, 2013 [Doc. No. 43] (the "Interim Order") differ in any respect from the terms of this Final Order, this Final Order shall control.

2. The Debtors are hereby authorized to use the Cash Collateral and to incur DIP Obligations (as hereinafter defined) solely in accordance with the Budget (as hereinafter defined) and the other terms and conditions set forth in the DIP Credit Agreement and in this Final Order.

3. The Debtors are hereby authorized and directed to pay on demand all fees, expenses and other amounts payable under the terms of the DIP Credit Agreement and all out-of-pocket costs and expenses of the DIP Lender in accordance with the terms of the DIP Credit Agreement (including, without limitation, the reasonable fees and disbursements of legal counsel and financial advisors retained by the DIP Lender (including the professional fees incurred by the DIP Lender in connection with the preparation or enforcement of the DIP Credit Agreement and the other DIP Credit Documents)). No recipient of any such payment shall be required to file with respect thereto any interim or final fee application with the Court. In addition, the Debtors are authorized to indemnify the DIP Lender against any post-petition liability arising in connection with the DIP

Credit Documents to the extent set forth in the DIP Credit Documents. All unpaid fees, expenses and indemnity rights of the DIP Lender shall constitute DIP Obligations (as hereinafter defined) and shall be secured by the DIP Collateral and afforded all of the priorities and protections afforded to the DIP Obligations. The Debtors will have no obligation to indemnify the DIP Lender for any act or commission constituting gross negligence or willful misconduct.

5. The DIP Credit Documents constitute valid and binding obligations of the Debtors and are enforceable against the Debtors in accordance with the terms thereof. No obligation, payment, transfer or grant of security under the DIP Credit Documents or this Final Order shall be stayed, restrained, voided, voidable, or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any defense, reduction, setoff, recoupment or counterclaim.

6. Upon entry of the Interim Order, the Debtors (a) remitted to the Prepetition Secured Lender for application to and repayment of the Prepetition Revolving Debt, all Cash Collateral in their possession or control and arising from, or constituting proceeds of, the Prepetition Collateral, including, but not limited to, all funds contained in all of their deposit accounts on the Petition Date, and (b) reborrowed a like amount as a DIP Obligation under the DIP Facility. The automatic stay provisions of section 362 of the Bankruptcy Code were modified to the extent necessary to permit the foregoing remission and application of Cash Collateral and proceeds of Prepetition Collateral by the Debtors and the Prepetition Secured Lender. Pursuant to this Final Order, the foregoing remission and application of Cash Collateral and proceeds of Prepetition Collateral by the Debtors and the Prepetition Secured Lender is hereby approved on a final basis. Any and all payments and proceeds remitted, or deemed remitted, to the Prepetition Secured Lender pursuant to this paragraph shall be received by the Prepetition Secured Lender free and clear of any claim, charge, assessment or other liability including, without limitation, any such claim or charge arising out of or based on sections 506(c) or 552(b) of the Bankruptcy Code, whether

directly or indirectly, all of which are hereby waived by the Debtor. For purposes of this Final Order, “proceeds” of any collateral shall mean proceeds (as defined in the Illinois Uniform Commercial Code) of such collateral as well as: (x) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of the Debtors from time to time with respect to such collateral; and (y) all other payments, dividends, interest or other distributions on or in respect of any such Prepetition Collateral.

7. All draws made on the DIP Facility (or deemed made pursuant to paragraph 6 hereof), all interest thereon, all contingent reimbursement obligations of the Debtors with respect to the undrawn amounts under the DIP Facility, and all fees, costs, expenses, indemnification obligations and other liabilities owing by the Debtors to the DIP Lender or any other parties under the DIP Credit Documents and this Final Order shall hereinafter be referred to as the “DIP Obligations.” The DIP Obligations shall: (a) be evidenced by the books and records of the DIP Lender; (b) bear interest and be subject to fees payable at the rates and in the amounts set forth in the DIP Credit Agreement; (c) be secured in the manner set forth in paragraphs 13 and 14 below; (d) be payable in accordance with the terms of the DIP Credit Documents; and (e) comply with and otherwise be governed by the terms of this Final Order and the terms of the DIP Credit Documents.

8. Subject to the terms and conditions set forth in this Final Order and in the DIP Credit Documents (including the Budget), the Debtors may use the Cash Collateral to: (a) pay interest, fees and expenses associated with the DIP Facility, as provided in the DIP Credit Documents, (b) make any adequate protection payments required under this Final Order, and (c) fund its general corporate and working capital requirements (including, without limitation, certain administrative expenses in the Chapter 11 Cases), in each case in accordance with the Budget and the terms of this Final Order.

9. Attached hereto as Exhibit B is a budget (the “Budget”) for the period

commencing on the Petition Date and ending on November 1, 2013. The Budget reflects on a line-item basis the Debtors' anticipated cumulative cash receipts and expenditures on a weekly basis and all necessary and required cumulative expenses which the Debtors expect to incur during each week of the Budget. Subject to the variances permitted under section 14.1(d) of the DIP Credit Agreement, the Debtors shall not make any payments or other disbursements other than as set forth in the Budget, without the prior written consent of the DIP Lender and the Prepetition Secured Lender. Failure by the Debtors to comply with the Budget variance provisions set forth in this paragraph 9 and in section 14.1(d) of the DIP Credit Agreement shall constitute an Event of Default under the DIP Credit Agreement and this Final Order. The Budget shall not be modified without the prior written consent of the DIP Lender and the Prepetition Secured Lender. The Debtors shall comply with all reporting requirements set forth in the DIP Credit Documents and shall provide the DIP Lender with such additional financial reports as the DIP Lender may reasonably request from time to time.

10. On the earliest to occur of: (a) January 31, 2014; (b) the occurrence of the effective date under any plan of reorganization or liquidation for the Debtors; (c) the occurrence of an Event of Default and the acceleration by the DIP Lender of the DIP Obligations; and (d) the closing of a sale or any other disposition by the Debtors of all or substantially all of the Debtors' assets, the Debtors shall be required to repay the DIP Lender in full and in cash all outstanding DIP Obligations.

11. The Debtors' authority to use Cash Collateral in accordance with this Final Order and the Budget shall terminate on the earliest to occur (the "Cash Collateral Termination Event") of: (a) January 31, 2014, unless prior to such date the Debtors' use of Cash Collateral has been extended with the consent of the Prepetition Secured Lender; (b) the occurrence of the effective date under any plan of reorganization or liquidation for the Debtors; (c) the completion of the sale or any other disposition by the Debtors of all or any material portion of the Debtors' assets; and (d) the occurrence and continuation of an Event of Default under this Final Order or the DIP Credit

Agreement and a determination by the Prepetition Secured Lender, by written notice delivered by hand-delivery, overnight mail, facsimile, or email to counsel for the Debtors, to terminate the Debtors' use of Cash Collateral pursuant to the terms of this Final Order.

12. The occurrence of any of the events set forth in clauses (a) through (n) below shall constitute an immediate Event of Default under this Final Order and the DIP Credit Agreement: (a) failure by the Debtors to make any payment due and owing to the DIP Lender or the Prepetition Secured Lender; (b) subject to any applicable grace or cure periods set forth in the DIP Credit Documents, failure by the Debtors to comply with any provision of this Final Order or the DIP Credit Agreement including, without limitation, the Budget variance provisions set forth in section 14.1(d) of the DIP Credit Agreement and paragraph 9 hereof, and any other affirmative or negative covenants set forth in this Final Order or the DIP Credit Documents, or any other "Event of Default" shall have occurred and be continuing under and as defined in the DIP Credit Documents; (c) except for actions required by this Final Order or the DIP Credit Documents, unless the Court orders otherwise, the Debtors shall take any material action in the Chapter 11 Cases that is adverse to the Prepetition Secured Lender or its interests in the Prepetition Collateral; (d) failure by the Debtors to obtain an order of this Court, in form and substance acceptable to the DIP Lender and the Prepetition Secured Lender, approving the sale or other disposition of all or substantially all of the Debtors' assets by October 31, 2013; (e) failure by the Debtors to consummate the sale or other disposition of all or substantially all of the Debtors' assets on or before November 15, 2013; (f) any of the Chapter 11 Cases are dismissed or converted to a chapter 7 case, or a chapter 11 trustee, a responsible officer, or an examiner with enlarged powers relating to the operation of the Debtors' business is appointed in any of the Chapter 11 Cases; (g) this Court enters an order granting relief from the automatic stay to the holder or holders of any security interest to permit an exercise of remedies with respect to any of the Debtors' assets with a combined fair market value in excess of \$100,000 (unless the Prepetition Secured Lender and the DIP Lender have

consented to such relief or such relief consists solely of insurance proceeds payable to such creditor); (h) an order is entered reversing, amending, supplementing, staying, vacating or otherwise modifying this Final Order without the consent of the Prepetition Secured Lender and the DIP Lender; (i) the Debtors create, incur or suffer to exist any post-petition liens or security interests other than: (i) those granted pursuant to this Final Order, and (ii) any other junior liens or security interests that the Debtors are permitted to create, incur or suffer to exist under the Prepetition Credit Agreement or under the DIP Credit Documents; (j) the filing by the Debtors of any motion, application or adversary proceeding challenging the validity, enforceability, perfection or priority of the liens securing the Prepetition Obligations or asserting any claim or cause of action against and/or with respect to the Prepetition Obligations, the liens securing the Prepetition Obligations, or the Prepetition Secured Lender or any of its affiliates, agents, attorneys, financial advisors, officers, managers, directors or employees (or if the Debtors support any such motion, application or adversary proceeding commenced by any third party); (k) this Court enters an order terminating the Debtors' exclusive period to file a plan of reorganization; (l) the Debtors file, or support the filing by a third party of, any plan of reorganization or liquidation that is not acceptable to the DIP Lender and the Prepetition Secured Lender; (m) any misrepresentation of a material fact made after the Petition Date by the Debtors or any of their agents to the Prepetition Secured Lender about (i) the financial condition of the Debtors, (ii) the nature, extent, location or quality of any Prepetition Collateral, or (iii) the disposition or use of any Prepetition Collateral, including the Cash Collateral; or (n) without the consent of the Prepetition Secured Lender and the DIP Lender, the Debtors file, or support the filing of, a motion seeking the authority for the Debtors to abandon any of the Prepetition Collateral pursuant to section 554 of the Bankruptcy Code or otherwise. All notices of default must be promptly served on the Debtors, the office of the United States Trustee, and any official committees appointed in these Chapter 11 Cases.

13. As security for the full and timely payment of the DIP Obligations, the DIP

Lender is hereby granted, pursuant to sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code, valid, enforceable, non-avoidable and fully perfected security interests in and liens and mortgages (collectively, the “DIP Liens”) upon all prepetition and post-petition real and personal property of the Debtors (including, without limitation, all right, title and interest in all now-owned and hereafter-acquired accounts, chattel paper, deposit accounts, cash collateral, cash, money, cash equivalents, rights with respect to letters of credit, documents, equipment, motor vehicles, fixtures, general intangibles, instruments, inventory, investment property, commercial tort claims, intellectual property, intercompany advances, leasehold interests and fee simple interests in real property and licenses and easements with respect to real property, and all products, accessions and proceeds with respect to any of the foregoing), whether now existing or hereafter acquired or arising and of any nature whatsoever, including, without limitation, (a) all Prepetition Collateral, and (b) all assets of the Debtors that do not constitute Prepetition Collateral, ((a) and (b) together, the “DIP Collateral”²). For the avoidance of doubt, Avoidance Actions are specifically excluded from the DIP Collateral.

14. The DIP Liens shall be subject and subordinate to the Carve-Out and shall: (a) pursuant to section 364(c)(2) of the Bankruptcy Code, constitute first-priority security interests in and liens upon all DIP Collateral that is not otherwise subject to any valid, perfected, enforceable and non-avoidable lien in existence as of the Petition Date; (b) pursuant to section 364(d)(1) of the Bankruptcy Code, be senior to and prime (i) those liens on the Prepetition Collateral in favor of the Prepetition Secured Lender with respect to the Prepetition Obligations, (ii) any and all valid, perfected, enforceable and non-avoidable liens on the Prepetition Collateral that are junior in priority to the liens of the Prepetition Secured Lender, and (iii) the Adequate Protection Liens ((i),

² For the avoidance of doubt, and notwithstanding anything to the contrary in this Final Order, the DIP Credit Documents and/or the Prepetition Credit Documents, the DIP Collateral and the Prepetition Collateral shall include any proceeds of leased property but do not include the Debtors’ interests in any non-residential real property leaseholds and/or subleaseholds, to the extent prohibited by such leases.

(ii) and (iii) above, collectively, the “Primed Liens”); and (c) pursuant to section 364(c)(3) of the Bankruptcy Code, be immediately junior in priority to any and all valid, properly perfected, enforceable and non-avoidable liens other than the Primed Liens on assets of the Debtors in existence as of the Petition Date, but only to the extent such liens are senior in priority to the Primed Liens (collectively, the “Permitted Liens”).

15. The DIP Liens and the Adequate Protection Liens shall not be subject to challenge and shall attach and become valid, perfected, enforceable, non-avoidable and effective by operation of law as of the Petition Date without any further action by the Debtors, the DIP Lender or the Prepetition Secured Lender, and without the necessity of execution by the Debtors, or the filing or recordation, of any financing statements, security agreements, vehicle lien applications, mortgages, fixture filings, filings with the U.S. Patent and Trademark Office, or other documents. All DIP Collateral shall be free and clear of other liens, claims and encumbrances, except the Primed Liens, the Permitted Liens, the Carve-Out, and other permitted liens and encumbrances as provided in the DIP Credit Documents. If the DIP Lender hereafter requests that the Debtors execute and deliver to the DIP Lender any financing statements, security agreements, collateral assignments, mortgages, fixture filings, or other instruments and documents considered by the DIP Lender to be reasonably necessary or desirable to further evidence the perfection of the DIP Liens, the Debtors are hereby authorized and directed to execute and deliver such financing statements, security agreements, mortgages, fixture filings, collateral assignments, instruments, and documents, and the DIP Lender is hereby authorized to file or record such documents in its discretion, in which event all such documents shall be deemed to have been filed or recorded at the time and on the date of entry of this Final Order.

16. In addition to the priming liens and security interests granted to the DIP Lender pursuant to this Final Order, pursuant to section 364(c)(1) of the Bankruptcy Code, all DIP Obligations shall constitute allowed superpriority administrative expense claims (the “Superpriority Claims”) with priority, subject and subordinate to the Carve-Out, over any and all

administrative expenses, diminution claims (including all Adequate Protection Obligations), and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses or other claims arising under sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b) or 726, or any other provisions of the Bankruptcy Code, which Superpriority Claims shall, subject to the Carve-Out, be payable from and have recourse to all pre- and post-petition property of the Debtors and all proceeds thereof.

17. Upon the occurrence and during the continuation of a Cash Collateral Termination Event, to the extent unencumbered funds are not available to pay administrative expenses in full, the DIP Liens, the Superpriority Claims, and the Primed Liens shall be subject to the payment of the Carve-Out. For purposes of this Final Order, the “Carve-Out” shall mean, collectively: (a) all statutory fees payable by the Debtors pursuant to 28 U.S.C. 1930(a)(6) in such amounts as determined in consultation with the United States Trustee or by final order of the Court and (b) the sum of (i) any unpaid professional fees and expenses specified in the Budget that were incurred but not paid as of the date of such Cash Collateral Termination Event (provided that such unpaid professional fees and expenses together with all previously-paid professional fees and expenses shall not exceed the aggregate amount of professional fees and expenses set forth in the Budget for the period prior to such Cash Collateral Termination Event) of the professionals retained by the Debtors, and any official committee of unsecured creditors (if one is appointed in the Chapter 11 Cases) that are subsequently allowed by order of this Court, in each case only to the extent not subsequently paid and after application of any retainers, and (ii) any fees and expenses incurred after such Cash Collateral Termination Event by the professionals retained by the Debtors (collectively, the “Professionals”) in an aggregate amount not to exceed \$100,000. Notwithstanding any other provision of this Final Order or the DIP Credit Documents, all liens, claims and interests of the DIP Lender and the Prepetition Secured Lender shall be subject and subordinate to the Carve-Out. Fees payable to the Office of the United States Trustee are not

subject to the Carve-Out Cap.

18. No portion of the DIP Facility, the DIP Collateral, the Prepetition Collateral, the Cash Collateral, or the Carve-Out, and no disbursements set forth in the Budget, shall be used for the payment of professional fees, disbursements, costs or expenses incurred in connection with asserting any claims or causes of action against the Prepetition Secured Lender or the DIP Lender, or any of their respective affiliates, agents, attorneys, financial advisors, officers, managers, directors or employees, including, without limitation, any action challenging or raising any defenses to the Prepetition Obligations or the DIP Obligations, the liens of the Prepetition Secured Lender or the DIP Lender, or the validity or enforceability of the DIP Credit Documents or the Prepetition Credit Documents; provided, however, that no more than \$25,000 of the proceeds of the DIP Collateral may be used by the official committee of unsecured creditors (if one is appointed in the Chapter 11 Cases) to investigate the prepetition liens and claims of the Prepetition Secured Lender.

19. As adequate protection for the payment of the Adequate Protection Obligations and subject to the Carve-Out, the Prepetition Secured Lender shall be granted the Adequate Protection Liens (as defined in paragraph I above) and the Adequate Protection Priority Claim (as defined in paragraph I above). The Adequate Protection Liens shall be junior in priority to the Carve-Out, the DIP Liens, and the Permitted Liens with respect to the collateral encumbered by any such Permitted Liens to the extent such Permitted Liens were senior to the liens of the Prepetition Secured Lender securing the Prepetition Obligations as of the Petition Date, and senior to any other liens. The Adequate Protection Priority Claim shall be junior in priority to the Carve-Out, and the Superpriority Claims and senior to all other administrative claims. As additional adequate protection, (a) the Prepetition Secured Lenders shall be entitled to the current payment of all post-petition fees and expenses, including the reasonable post-petition fees and expenses of legal counsel and other professionals retained by the Prepetition Secured Lender, as and when due and

payable under the Prepetition Credit Agreement; and (b) except for the DIP Facility and the DIP Liens granted to the DIP Lender pursuant to this Final Order or as otherwise provided in the DIP Credit Documents, the Debtors shall be prohibited from incurring additional indebtedness having priority claims or liens equal to or senior in priority to the Prepetition Obligations or the liens securing such obligations, and (c) the Prepetition Secured Lender shall be entitled to receive all reporting due to the DIP Lender under the DIP Credit Agreement. Without the prior written consent of the DIP Lender and the Prepetition Secured Lender, no portion of the DIP Collateral or the Prepetition Collateral (including any Cash Collateral) shall, except as expressly permitted under the terms of the Budget, be used by the Debtors to satisfy chapter 11 administrative expenses.

20. Nothing herein shall preclude the Prepetition Secured Lender from (a) seeking additional adequate protection from the Debtors at any time, (b) seeking to terminate the Debtors' use of Cash Collateral, or (c) seeking the payment of all interest accruing under the Prepetition Credit Agreement from and after the Petition Date. Furthermore, nothing herein shall be construed as an acknowledgment or stipulation by the Prepetition Secured Lender that its interests in the Prepetition Collateral are adequately protected.

21. In consideration for (a) the Prepetition Secured Lender's consent to the Debtors' use of Cash Collateral in accordance with the Budget, and (b) the Carve-Out, the Debtors irrevocably waive and shall not assert any surcharge claim against the DIP Lender or the Prepetition Secured Lender, under section 506(c) of the Bankruptcy Code or otherwise, for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the DIP Lender or the Prepetition Secured Lender upon, the DIP Collateral or the Prepetition Collateral. In no event shall the DIP Lender or the Prepetition Secured Lender be subject to the equitable doctrine of marshaling or any similar doctrine with respect to the DIP Collateral or the Prepetition Collateral.

22. In consideration for the loans and other financial accommodations provided

by the DIP Lender and the Prepetition Secured Lender pursuant to this Final Order, the Debtors irrevocably waive the right to (a) seek the authority to use the Cash Collateral without the consent of the Prepetition Secured Lender, (b) propose or support any plan of reorganization or liquidation that is not reasonably acceptable to the DIP Lender and the Prepetition Secured Lender, or (c) pursue the sale of any of the Prepetition Collateral pursuant to sections 363 or 365 of the Bankruptcy Code on terms that are not acceptable to the DIP Lender and the Prepetition Secured Lender. The Debtors expressly acknowledge the Prepetition Secured Lender's right to credit bid the Prepetition Obligations, and the DIP Lender's right to credit bid the DIP Obligations, in any sale of all or part of the Prepetition Collateral, whether pursuant to sections 363 or 365 of the Bankruptcy Code or any plan of reorganization or liquidation that may be proposed in the Chapter 11 Cases.

23. None of the DIP Liens, the Superpriority Claims, the Adequate Protection Liens, the Adequate Protection Priority Claims or the Carve-Out shall be (a) subject or subordinated to, or made *pari passu* with, any lien that is avoided and preserved for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code, or (b) subject or subordinated to, or made *pari passu* with, any other lien or security interest, whether under sections 363 or 364 of the Bankruptcy Code or otherwise. The Adequate Protection Liens granted pursuant to this Final Order shall constitute valid, enforceable and duly perfected security interests and liens upon entry of this Final Order, and the Prepetition Secured Lender shall not be required to file or serve financing statements, notices of lien or similar instruments which otherwise may be required under federal or state law in any jurisdiction, or take any action, including taking possession, to validate and perfect such security interests and liens. Failure by the Debtors to execute any documentation relating to the Adequate Protection Liens shall in no way affect the validity, enforceability, perfection or priority of such Adequate Protection Liens.

24. The Prepetition Secured Lender shall be entitled to all of the rights and benefits arising under section 552(b) of the Bankruptcy Code, and the "equities of the case" exception shall

have no application to the Prepetition Collateral.

25. The provisions of this Final Order shall be binding upon and inure to the benefit of the DIP Lender, the Prepetition Secured Lender, the Debtors, and their respective successors and assigns. The provisions of this Final Order and any actions taken pursuant thereto (a) shall survive the entry of any order: (i) confirming any plan of reorganization in these Chapter 11 Cases; (ii) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code; or (iii) dismissing the Chapter 11 Cases; and (b) shall continue in full force and effect notwithstanding the entry of any such order, and the claims, liens and security interests granted pursuant to this Final Order shall maintain their priority as provided by this Final Order until all of the DIP Obligations and Adequate Protection Obligations are indefeasibly paid in full and discharged in accordance with the terms of the DIP Credit Agreement and this Final Order.

26. If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated or stayed, such reversal, modification, vacatur or stay shall not affect (a) the validity of any DIP Obligations or Adequate Protection Obligations incurred prior to the actual receipt by the DIP Lender or the Prepetition Secured Lender, as applicable, of written notice of the effective date of such reversal, modification, vacatur or stay, or (b) the validity or enforceability of any claim, lien, security interest or priority authorized or created hereby or pursuant to the DIP Credit Documents with respect to any DIP Obligations or Adequate Protection Obligations. Notwithstanding any such reversal, modification, vacatur or stay, any use of Cash Collateral or the incurrence of DIP Obligations or Adequate Protection Obligations by the Debtors prior to the actual receipt by the DIP Lender of written notice of the effective date of such reversal, modification, vacatur or stay, shall be governed in all respects by the provisions of this Final Order, and the DIP Lender and the Prepetition Secured Lender shall be entitled to all of the rights, remedies, protections and benefits granted under section 364(e) of the Bankruptcy Code, this Final Order and the DIP Credit Documents with respect to all uses of Cash Collateral and the incurrence of the DIP

Obligations and Adequate Protection Obligations by the Debtors.

27. Unless the Court orders otherwise, the automatic stay provisions of section 362 of the Bankruptcy Code are hereby vacated and modified to the extent necessary to permit the DIP Lender or the Prepetition Secured Lender to exercise, upon the occurrence and during the continuation of any Event of Default (under the DIP Credit Documents or this Order), all rights and remedies provided in the DIP Credit Documents and to take any or all of the following actions without further order of or application to this Court: (a) terminate the Debtors' use of Cash Collateral upon written notice delivered by hand-delivery, overnight mail, facsimile, or email to counsel for the Debtors; (b) immediately declare all DIP Obligations to be due and payable; (c) immediately terminate the lending commitments under the DIP Credit Agreement; and (d) take any other actions or exercise any other rights or remedies permitted under this Final Order, the DIP Credit Documents or applicable law to effect the repayment of the DIP Obligations; provided, however, that the DIP Lender or the Prepetition Secured Lender, as applicable, shall provide five (5) business days' written notice (by hand-delivery, overnight mail, facsimile or email) to counsel to the Debtors, counsel to the official committee of unsecured creditors (if one is appointed in the Chapter 11 Cases), and counsel to the U.S. Trustee prior to exercising any lien enforcement rights or remedies with respect to the DIP Collateral or the Prepetition Collateral. The rights and remedies of the DIP Lender and the Prepetition Secured Lender specified herein are cumulative and not exclusive of any rights or remedies that the DIP Lender and the Prepetition Secured Lender may have under the DIP Credit Documents, the Prepetition Credit Documents or otherwise. Upon entry of this Final Order, neither the Debtors nor any other party shall have the right to contest the enforcement of the remedies set forth in this Final Order and the DIP Credit Documents on any basis other than an assertion that no Event of Default has occurred, and, except with respect to such an assertion, neither the Debtors nor any other party shall have the right to enjoin any such enforcement under section 105 of the Bankruptcy Code or otherwise, or to seek any injunctive relief inconsistent with the provisions

of this Final Order or the DIP Credit Documents.

28. The Debtors are hereby authorized, without further order of this Court: (a) to enter into agreements with the DIP Lender providing for any non-material modifications to any DIP Credit Document or the Budget, or for any other modifications to any DIP Credit Document necessary to conform such DIP Credit Document to this Final Order; and (b) to enter into any material modifications or amendments to any DIP Credit Document; provided, however, that the Debtors shall promptly provide notice of any material modification or amendment of such DIP Credit Document to counsel to the official committee of unsecured creditors (if one is appointed in the Chapter 11 Cases) and counsel to the U.S. Trustee, each of which shall have five (5) business days from the date of such notice within which to object in writing to such modification or amendment. If the official committee of unsecured creditors or the U.S. Trustee timely objects to any material modification or amendment to the applicable DIP Credit Document, such modification or amendment shall only be permitted pursuant to an order of this Court.

29. The stipulations and admissions contained in this Final Order, including, without limitation, in recital paragraphs D(1) through D(7) of this Final Order, shall (a) be binding on the Debtors under all circumstances and (b) be binding upon all other parties in interest unless, and solely to the extent that, (i) no later than the earlier of (A) October 28, 2013 and (B) sixty (60) days after the date of appointment of an official committee of unsecured creditors (if one is appointed in the Chapter 11 Cases), a party in interest with requisite standing has timely filed an adversary proceeding or contested matter in this Court (subject to the limitations set forth in paragraph 18 hereof) challenging the amount, validity or enforceability of the Prepetition Obligations, or the perfection or priority of the Prepetition Secured Lender's liens on and security interests in the Prepetition Collateral, or otherwise asserting any Avoidance Actions or any other claims or causes of action on behalf of the Debtors' estates against the Prepetition Secured Lender or any of its affiliates, agents, attorneys, financial advisors, officers, managers, directors or employees under the Bankruptcy Code or

non-bankruptcy law, and (ii) the Court enters a final order in favor of the plaintiff in any such timely filed adversary proceeding or contested matter. If no such adversary proceeding or contested matter is timely filed in respect of the Prepetition Obligations, (x) the Prepetition Obligations shall constitute allowed claims, not subject to counterclaim, setoff, subordination, re-characterization, defense or avoidance, for all purposes in the Chapter 11 Cases and any subsequent chapter 7 case, (y) the liens on the Prepetition Collateral securing the Prepetition Obligations shall be deemed to have been, as of the Petition Date, and to be, legal, valid, binding and perfected first-priority liens not subject to defense, counterclaim, re-characterization, subordination or avoidance, and (z) the Prepetition Obligations and the liens on the Prepetition Collateral granted to secure the Prepetition Obligations shall not be subject to any other or further challenge by any party-in-interest, and all such parties-in-interest shall be enjoined from seeking to exercise the rights of the Debtors' estates, including without limitation, any successor thereto (including, without limitation, any estate representative or trustee appointed or elected for any of the Debtors' estates). If any such adversary proceeding or contested matter is timely filed, the stipulations and admissions contained herein shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on all parties-in-interest, except as to any such findings and admissions that were successfully challenged in such adversary proceeding or contested matter. Notwithstanding the foregoing, if, before the end of the investigation period, these cases convert to Chapter 7 or a Chapter 11 trustee is appointed, such investigation period shall be extended to 75 days after conversion or appointment. For the avoidance of doubt and notwithstanding anything to the contrary in this Final Order, any trustee appointed or elected in these cases shall, until the expiration of the periods provided in paragraph 29 for asserting lender claims and thereafter for the duration of any adversary proceeding or contested matter commenced pursuant to the investigation period (whether commenced by such trustee or commenced by any other party in interest on behalf of the Debtors' estates), be deemed to be a party other than the Debtors and shall not, for purposes of

such adversary proceeding or contested matter, be bound by the acknowledgments, admissions, confirmations, stipulations and waivers of the Debtors in this Final Order.

30. In providing the DIP Facility and permitting the use of Cash Collateral, or in exercising any rights or remedies as and when permitted pursuant to this Final Order, the DIP Credit Documents or the Prepetition Credit Documents, as applicable, neither the DIP Lender nor the Prepetition Secured Lender shall be deemed to be in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute). Furthermore, nothing in this Final Order shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Lender or the Prepetition Secured Lender any liability for any claims arising from the prepetition or post-petition activities of the Debtors or any of their affiliates.

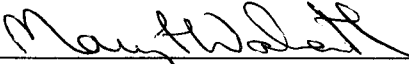
31. Notwithstanding anything to the contrary in the DIP Credit Agreement, or any other DIP Credit Document, the bankruptcy court shall retain jurisdiction over all matters arising from or relating to the interpretation or implementation of this Final Order.

32. For the avoidance of doubt, in the event that it is determined by the Court that the Prepetition Secured Lender did not maintain valid, perfected and enforceable liens on the Prepetition Collateral, the Court reserves the right to reallocate any payments made to Prepetition Secured Lender and modify any liens and claims granted pursuant to this Final Order, including the grant of adequate protection to the Prepetition Secured Lender.

33. Notwithstanding anything to the contrary in this Final Order, the DIP Credit Documents and/or the Prepetition Credit Documents, with respect to any of the Debtors’ leasehold interests, any of the rights of the DIP Lender and/or the Prepetition Secured Lender to enter upon any landlord’s premises shall be limited to such rights (i) as may be ordered by the

Court upon motion and notice of not less than three (3) business days to the applicable landlord, (ii) to which the applicable landlord agrees in writing with the DIP Lender and/or the Prepetition Secured Lender, or (iii) which the DIP Lender and/or Prepetition Secured Lender may have under applicable non-bankruptcy law.

Dated: September 4, 2013



Mary F. Walrath
United States Bankruptcy Judge

EXHIBIT A

POST PETITION LOAN AND SECURITY AGREEMENT

DATED AS OF AUGUST 13, 2013

BETWEEN

THE PRIVATEBANK AND TRUST COMPANY

THE LENDER,

AND

**THE SECURITY NETWORK HOLDINGS CORP.,
IPC INTERNATIONAL CORPORATION**

THE BORROWERS



THE PRIVATE BANK

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POST PETITION LOAN AND SECURITY AGREEMENT

THIS POST PETITION LOAN AND SECURITY AGREEMENT (as amended, modified or supplemented from time to time, this "**Agreement**") made this 13th day of August, 2013 by and between THE PRIVATEBANK AND TRUST COMPANY ("**Lender**"), 120 South LaSalle Street, Suite 200, Chicago, Illinois 60603, and THE SECURITY NETWORK HOLDINGS CORP., a Delaware corporation ("**SNHC**"), and IPC INTERNATIONAL CORPORATION, an Illinois corporation ("**IPC**"), and together with SNHC, each a "**Borrower**" and collectively, the "**Borrowers**").

WITNESSETH:

WHEREAS, Borrowers, IPC International Realty Company, LLC ("**Realty**"), IPC Technologies, Inc. ("**IPCT**"), Uniformity, Inc. ("**Uniformity**"), and The Privatebank and Trust Company, as administrative agent for the Lenders and as a Lender are parties to a Credit Agreement dated as of August 31, 2009 (as amended and supplemented from time to time, the "**Existing Credit Agreement**");

WHEREAS, pursuant to the Existing Credit Agreement, Lender has made revolving loans to Borrowers, Realty, IPCT and Uniformity in the outstanding principal amount of \$7,055,749.80 ("**Existing Revolving Loans**"), a term loan in the outstanding principal amount of \$4,373,333.28 ("**Existing Mortgage Term Loan**"), a term loan in the outstanding principal amount \$7,017,836.54 ("**Existing ESOP Term Loan**"), and has issued letters of credit in an outstanding face amount of \$2,381,865.00 ("**Existing Letters of Credit**", together with the Existing Revolving Loans, Existing Mortgage Loan, Existing ESOP Term Loan, Existing Letters of Credit and all accrued and unpaid interest, fees and expenses, collectively referred to as the "**Existing Obligations**");

WHEREAS, Borrowers have requested that Lender make available to Borrowers a revolving credit facility (the "**Revolving Facility**") in a maximum principal amount at any time outstanding of up to Twelve Million Dollars (\$12,000,000), the proceeds of which shall be used by Borrowers exclusively for the following purposes: (a) to repay the Existing Revolving Loans; (b) for the generation of receivables and other lawful purposes as permitted under this Agreement and in accordance with the DIP Budget (which may include certain prepetition expenses approved by the Bankruptcy Court provided that the incurrence or payment thereof is not otherwise violative of this Agreement, the Orders, any other order of the Bankruptcy Court or applicable law); (c) to pay fees required to be paid to the Office of the United States Trustee; and (d) to pay any of the Obligations or the Existing Obligations.

NOW, THEREFORE, in consideration of any Loan (including any Loan by renewal or extension) hereafter made to Borrowers by Lender, or any Letter of Credit issued for the account of Borrowers, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Borrowers, the parties agree as follows:

SECTION 1 DEFINITIONS.

1.1 Definitions.

When used herein the following terms shall have the following meanings:

"**Account**" shall have the meaning ascribed to such term in the UCC.

"**Account Debtor**" shall have the meaning ascribed to such term in the UCC.

"**Affiliate**" of any Person shall mean (i) any other Person which directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, such

Person, (ii) any other Person which beneficially owns or holds five percent (5%) or more of the voting control or equity interests of such Person, (iii) any other Person of which five percent (5%) or more of the voting control or equity interest of which is beneficially owned or held by such Person, or (iv) any officer or director of such Person. Unless expressly stated otherwise herein, Lender shall not be deemed an Affiliate of any Loan Party.

"Avoidance Actions" shall mean causes of action under Section 5 of the Bankruptcy Code.

"Bank Product Agreements" shall mean those certain agreements pursuant to which Lender or its Affiliates provide any of the Bank Products to any Loan Party.

"Bank Product Obligations" shall mean all obligations, liabilities, contingent reimbursement obligations, fees, and expenses owing by the Loan Parties to Lender or its Affiliates pursuant to or evidenced by the Bank Product Agreements and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all such amounts that a Loan Party is obligated to reimburse to Lender as a result of Lender purchasing participations or executing indemnities or reimbursement obligations with respect to the Bank Products provided to the Loan Parties pursuant to the Bank Product Agreements.

"Bank Products" shall mean any service provided to, facility extended to, or transaction entered into with, any Loan Party by Lender or its Affiliates, including, without limitation, (a) deposit accounts, (b) cash management services, including, without limitation, controlled disbursement, lockbox, electronic funds transfers (including, without limitation, book transfers, fedwire transfers, ACH transfers), online reporting and other services relating to accounts maintained with Lender or its Affiliates, and (c) debit cards and credit cards.

"Bankruptcy Code" shall mean Title 11 of the United States Code (11 U.S.C. §§ 101 et.seq.), as amended from time to time, and any successor statute.

"Bankruptcy Court" shall mean the United States Bankruptcy Court for the District of Delaware.

"Bankruptcy Rules" shall mean the Federal Rules of Bankruptcy Procedure and local rules of the Bankruptcy Court, each as amended, and applicable to the Chapter 11 cases.

"Base Rate" shall mean at any time the greater of (a) the Federal Funds Rate plus 0.5%, and (b) the Prime Rate.

"Bid Procedures Motion" shall mean a motion, in form and substance reasonably satisfactory to the Lender, for approval of bidding and sale procedures for the sale of all or substantially all of the Loan Parties' assets.

"Borrower Representative" shall mean IPC International Corporation.

"Budget Variance Report" means a report separated into line items for each category of receipt or disbursement, in each case, certified by an officer of the Borrowers, in form satisfactory to Lender in its reasonable discretion, to be delivered on a weekly basis and showing comparisons of the actual results for the immediately prior week against the DIP Budget. For the avoidance of doubt, nothing herein shall affect, impair or in any way modify the Borrowers' obligations under Section 14.1.

“BSA” shall have the meaning set forth in Section 12.11.

“Business Day” shall mean any day on which Lender is open for commercial banking business in Chicago, Illinois.

“Capital Expenditures” shall mean with respect to any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities and including expenditures for capitalized lease obligations) by Borrowers and their Subsidiaries during such period that are required by generally accepted accounting principles, consistently applied, to be included in or reflected by the property, plant and equipment or similar fixed asset accounts (or intangible accounts subject to amortization) on the balance sheet of Borrowers and their Subsidiaries.

“Carve-Out” shall have the meaning provided therefor in the Orders.

“Cash Collateralize” means to deliver cash collateral to Lender, to be held as cash collateral for outstanding Letters of Credit, pursuant to documentation reasonably satisfactory to Lender. Derivatives of such term have corresponding meanings.

“Chapter 11 Cases” shall mean each of the voluntary cases commenced under Chapter 11 of the Bankruptcy Code by the Borrowers on the Petition Date.

“Chattel Paper” shall have the meaning ascribed to such term in the UCC.

“Closing Date” shall have the meaning set forth in Section 17.1.

“Collateral” shall mean all of the property of Borrowers described in Section 5.1 hereof, together with all other real or personal property of any Loan Party or any other Person now or hereafter pledged to Lender to secure, either directly or indirectly, repayment of any of the Obligations.

“Commercial Tort Claims” shall have the meaning ascribed to such term in the UCC.

“Committee” shall mean the official committee of unsecured creditors in the Chapter 11 Cases.

“Deposit Accounts” shall have the meaning ascribed to such term in the UCC.

“Dilution” shall mean, with respect to any period, the percentage obtained by dividing (i) the sum of non-cash credits against Accounts (including, but not limited to returns, adjustments and rebates) of Borrowers for such period, plus pending or probable, but not yet applied, non-cash credits against Accounts of Borrowers for such period, as determined by Lender in its Permitted Discretion by (ii) gross invoiced sales of Borrowers for such period.

“DIP Budget” means a budget, acceptable to the Lender in its sole discretion (subject to the last sentence of this definition), as amended, supplemented or otherwise modified from time to time with Lender’s prior written consent in Lender’s sole discretion containing line items of sufficient detail to reflect all anticipated receipts and disbursements of the Borrowers on a calendar weekly basis from the Petition Date through and including November 1, 2013. The DIP Budget, which has been approved by and is acceptable to the Lender on the date of this Agreement, is attached hereto as Exhibit I.

“Documents” shall have the meaning ascribed to such term in the UCC.

“Electronic Chattel Paper” shall have the meaning ascribed to such term in the UCC.

“Eligible Account” shall mean an Account owing to IPC which is acceptable to Lender in its Permitted Discretion for lending purposes. Without limiting Lender’s discretion, Lender shall, in general, consider an Account to be an Eligible Account if it meets, and so long as it continues to meet, the following requirements:

- (i) it is genuine and in all respects what it purports to be;
- (ii) it is owned by IPC and IPC has the right to subject it to a security interest in favor of Lender or assign it to Lender and, subject to the entry of the Orders, the priorities set forth in the Interim Order or the Final Order, as applicable, and the Carve-Out, it is subject to a first priority perfected security interest in favor of Lender and to no other claim, lien, security interest or encumbrance whatsoever, other than Permitted Liens;
- (iii) it arises from (A) the performance of services by IPC in the ordinary course of its business, and such services have been fully performed; or (B) the sale or lease of Goods by IPC in the ordinary course of its business, and (x) such Goods have been completed in accordance with the specifications (if any) agreed to by IPC with the Account Debtor and delivered to the Account Debtor, (y) such Account Debtor has not refused to accept, returned (prior to the expiration of the underlying lease, with respect to leased Goods) or offered to return (prior to the expiration of the underlying lease, with respect to leased Goods), any of the Goods which are the subject of such Account; and (z) IPC has possession of, or has delivered to Lender (at Lender’s request) shipping and delivery receipts evidencing delivery of such Goods;
- (iv) it is evidenced by an invoice rendered to the Account Debtor thereunder, is due and payable within thirty (30) days after the date of the invoice and does not remain unpaid ninety (90) days past the invoice date thereof; provided, however, that if and for so long as more than twenty five percent (25%) of the aggregate dollar amount of invoices owing by a particular Account Debtor remain unpaid ninety (90) days after the respective invoice dates thereof then all Accounts owing by that Account Debtor shall be deemed ineligible;
- (v) it is a valid, legally enforceable and unconditional obligation of the Account Debtor thereunder, and it shall not be an Eligible Account to the extent of any setoff, counterclaim, credit, allowance or adjustment by such Account Debtor, or if it is subject to any claim by such Account Debtor denying liability thereunder in whole or in part;
- (vi) it does not arise out of a contract or order which fails in any material respect to comply with the requirements of applicable law;
- (vii) the Account Debtor thereunder is not a director, officer, employee or agent of Borrower, or a Subsidiary, Parent or Affiliate of a Borrower;
- (viii) it is not an Account with respect to which the Account Debtor is the United States of America or any state or local government, or any department, agency or instrumentality thereof, unless IPC assigns its right to payment of such Account to Lender pursuant to, and in full compliance with, the Assignment of Claims Act of 1940, as amended, or any comparable state or local law, as applicable;
- (ix) it is not an Account with respect to which the Account Debtor is located in a state which requires the Borrower to whom such Account is due, as a precondition to

commencing or maintaining an action in the courts of that state, either to (A) receive a certificate of authority to do business and be in good standing in such state; or (B) file a notice of business activities report or similar report with such state's taxing authority, unless (x) such Borrower has taken one of the actions described in clauses (A) or (B); (y) the failure to take one of the actions described in either clause (A) or (B) may be cured retroactively by such Borrower at its election; or (z) such Borrower has proven, to Lender's reasonable satisfaction, that it is exempt from any such requirements under any such state's laws;

(x) the Account Debtor is located within the United States of America or Canada;

(xi) it is not an Account with respect to which the Account Debtor's obligation to pay is subject to any repurchase obligation or return right, as with sales made on a bill-and-hold, guaranteed sale, sale on approval, sale or return or consignment basis;

(xii) it is not an Account (A) with respect to which any representation or warranty contained in Section 11.4 of this Agreement is untrue; or (B) which violates any of the covenants of Borrowers contained in this Agreement; and

(xiii) it is not an Account with respect to which the prospect of payment or performance by the Account Debtor is or will be impaired, as determined by Lender in its Permitted Discretion.

"Eligible Unbilled Accounts" shall mean Accounts which otherwise satisfy the criteria for Eligible Accounts except that such Accounts have not been billed and invoiced to the Account Debtor.

"Environmental Laws" shall mean all federal, state, district, local and foreign laws, rules, regulations, ordinances, and consent decrees relating to health, safety, hazardous substances, pollution and environmental matters, as now or at any time hereafter in effect, applicable to any Borrower's business or facilities owned or operated by any Borrower, including laws relating to emissions, discharges, releases or threatened releases of pollutants, contamination, chemicals, or hazardous, toxic or dangerous substances, materials or wastes into the environment (including, without limitation, ambient air, surface water, ground water, land surface or subsurface strata) or otherwise relating to the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

"Equipment" shall have the meaning ascribed to such term in the UCC.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended, modified or restated from time to time.

"Event of Default" shall have the meaning specified in Section 15 hereof.

"Excluded Taxes" shall mean taxes based upon, or measured by, Lender's (or a branch of Lender's) overall net income, overall net receipts, or overall net profits (including franchise taxes imposed in lieu of such taxes), but only to the extent such taxes are imposed by a taxing authority (a) in a jurisdiction in which Lender is organized, (b) in a jurisdiction which Lender's principal office is located, or (c) in a jurisdiction in which Lender's lending office (or branch) in respect of which payments under this Agreement are made is located.

"Federal Funds Rate" shall mean for any day, a fluctuating interest rate equal for each day during such period to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by Lender from three Federal funds brokers of recognized standing selected by Lender. Lender's determination of such rate shall be binding and conclusive absent manifest error.

"Final Order" shall mean, collectively, the order of the Bankruptcy Court entered in the Chapter 11 Cases after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as approved by the Bankruptcy Court, which order shall be satisfactory in form and substance to Lender, in its sole discretion, and from which no appeal or motion to reconsider has been timely filed and such order is not in any respect subject to a stay pending appeal (unless Lender waives such requirement), together with all extensions, modifications and amendments thereto, in form and substance satisfactory to Lender and Borrowers, which, among other matters but not by way of limitation, authorizes the Borrowers to obtain credit, incur (or guaranty) indebtedness, and grant liens under this Agreement and the other Loan Documents, as the case may be, and provides for the permanent super priority of the Lender's claims contemplated by this Agreement.

"Fiscal Year" shall mean each twelve (12) month accounting period of Borrowers, which ends on December 31 of each year.

"Fixtures" shall have the meaning ascribed to such term in the UCC.

"FRB" shall mean the Board of Governors of the Federal Reserve System or any successor thereto.

"GAAP" shall mean generally accepted accounting principles 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.

"General Intangibles" shall have the meaning ascribed to such term in the UCC.

"Goods" shall have the meaning ascribed to such term in the UCC.

"Hazardous Materials" shall mean any hazardous, toxic or dangerous substance, materials and wastes, including, without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, biological substances, polychlorinated biphenyls, pesticides, herbicides and any other kind and/or type of pollutants or contaminants (including, without limitation, materials which include hazardous constituents), sewage, sludge, industrial slag, solvents and/or any other similar substances, materials, or wastes and including any other substances, materials or wastes that are or become regulated under any Environmental Law (including, without limitation any that are or become classified as hazardous or toxic under any Environmental Law).

"indebtedness for borrowed money" shall mean indebtedness of any Borrower incurred in connection with any loan or borrowing of money from any Person (other than Lender).

"Instruments" shall have the meaning ascribed to such term in the UCC.

"Interim Order" shall mean the order of the Bankruptcy Court entered in the Chapter 11 Cases after an interim hearing under Bankruptcy Rule 4001(c) or such other procedure as approved by the Bankruptcy Court, which order shall be satisfactory in form and substance to Lender, and all extensions, modifications and amendments in its sole discretion, thereto, in form and substance satisfactory to Lender and Borrower, which, among other matters but not by way of limitation, authorizes the Borrowers to obtain Credit, incur (or guaranty) indebtedness, and grant liens under this Agreement and the other Loan Documents, as the case may be, and provides for interim super priority of the Lender's claims contemplated by this Agreement.

"Inventory" shall have the meaning ascribed to such term in the UCC.

"Investment Property" shall have the meaning ascribed to such term in the UCC.

"L/C Application" shall mean 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 L/C Issuer at the time of such request for the type of Letter of Credit requested.

"L/C Issuer" shall mean Lender, in its capacity as the issuer of Letters of Credit hereunder, any Affiliate of Lender that may issue Letters of Credit hereunder, and each of their successors and assigns.

"Lender Party" shall have the meaning set forth in Section 18.3 hereof.

"Letter of Credit" shall mean any Letter of Credit issued on behalf of a Borrower in accordance with this Agreement.

"Letter of Credit Obligations" shall mean, as of any date of determination, the sum of (i) the aggregate undrawn face amount of all Letters of Credit, and (ii) the aggregate unreimbursed amount of all drawn Letters of Credit not already converted to Loans hereunder.

"Letter-of-Credit Right" shall have the meaning ascribed to such term in the UCC.

"Loan Documents" shall mean all agreements, instruments and documents, including, without limitation, guaranties, mortgages, trust deeds, pledges, powers of attorney, consents, assignments, contracts, notices, security agreements, leases, financing statements, Bank Product Agreements and all other writings heretofore, now or from time to time hereafter executed by or on behalf of any Loan Party and delivered to Lender or to any parent, Affiliate or Subsidiary of Lender in connection with the Obligations or the transactions contemplated hereby, as each of the same may be amended, modified or supplemented from time to time.

"Loan Party" shall mean each Borrower and each other Person who is or shall become primarily or secondarily liable for any of the Obligations in compliance with the Loan Documents.

"Loans" shall mean the Revolving Loans and all other loans and advances made by Lender to or on behalf of a Borrower hereunder.

"Lockbox" and Lockbox Account" shall have the meanings specified Section 8.1 hereof.

“Master Letter of Credit Agreement” shall mean the Master Letter of Credit dated as of August 25, 2009 between IPC and Lender.

“Material Adverse Effect” shall mean (i) a material adverse change in, or a material adverse effect on the business, property, assets, operations or prospects of the Loan Parties, taken as a whole (except for or as a result of the commencement of the Chapter 11 Cases and events that typically result from the commencement of cases under Chapter 11 of the Bankruptcy Code as determined by Lender in its Permitted Discretion), (ii) a material impairment of the ability of any Loan Party to perform any of its obligations under the this Agreement and the other Loan Documents as determined by Lender in its Permitted Discretion, (iii) a material adverse effect upon the Collateral or its value as determined by Lender in its Permitted Discretion, or (iv) a material impairment of the enforceability or priority of Lender’s liens upon the Collateral or the legality, validity, binding effect or enforceability of this Agreement and the other Loan Documents as determined by Lender in its Permitted Discretion.

“Maturity Date” shall mean January 31, 2014.

“Maturity Event” shall mean the earliest of (i) the Maturity Date, (ii) the occurrence of an Event of Default and the acceleration by Lender of the Obligations and exercise its rights and remedies after notice to Borrowers and the Committee, (iii) the date of substantial consummation (as defined in Section 1102(b) of the Bankruptcy Code) of the Borrowers’ Reorganization Plan; (iv) the last termination date set forth in the Final Order; and (v) the closing of a sale for all or substantially all of the Borrowers’ assets.

“Net Cash Proceeds” means with respect to any Permitted Disposition, the aggregate cash proceeds (including cash proceeds received pursuant to policies of insurance and by way of deferred payment of principal pursuant to a note, installment receivable or otherwise), received by any Borrower in connection with a Permitted Disposition net of (i) the reasonable direct costs relating to such Permitted Disposition, (ii) any portion of such proceeds deposited in an escrow account pursuant to the documentation relating to so Permitted Disposition (provided that such amounts shall be treated as Net Cash Proceeds upon their release from such escrow account to the applicable Borrower), (iii) taxes paid or payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements), and (iv) amounts required to be applied to the repayment of indebtedness secured by a lien that has priority over the lien of Agent on the asset subject to such Permitted Disposition.

“Notice of Borrowing” shall have the meaning set forth in Section 2.6.2.

“Obligations” shall mean any and all obligations, liabilities and indebtedness of each Loan Party to Lender or to any Affiliate of Lender of any and every kind and nature, howsoever created, arising or evidenced and howsoever owned, held or acquired, whether now or hereafter existing, whether now due or to become due, whether primary, secondary, direct, indirect, absolute, contingent or otherwise, in each case arising under this Agreement or any other Loan Documents (including, without limitation, obligations of performance and Bank Product Obligations), whether several, joint or joint and several, and whether arising or existing under written or oral agreement or by operation of law.

“OFAC” shall have the meaning set forth in Section 12.11 hereof.

“Orders” shall mean the Interim Order and, upon entry thereof, the Final Order.

“Parent” shall mean, with respect to any Person, the direct parent company of such Person.

“**PBGC**” shall have the meaning specified in Section 12.2.5 hereof.

“**Permitted Discretion**” means a determination in good faith and in the exercise of reasonable (from the perspective of a secured asset-based lender) business judgment.

“**Permitted Dispositions**” shall mean (i) sales, leases or other dispositions of Inventory in the ordinary course of business, (ii) the use or transfer of money or cash equivalents in a manner that is not prohibited by the terms of any Loan Document, (iii) the granting of Permitted Liens and the making of investments permitted by Section 13.6, (iv) any involuntary loss, damage or destruction of property, (v) the lapse of registered patents, trademarks and other intellectual property of any Borrower or any other Loan Party to the extent economically desirable in the conduct of their business and so long as such lapse is not adverse to the interests of the Lender in any material respect, and (vi) the disposition of obsolete, worn-out or unuseful Equipment.

“**Permitted Liens**” shall mean (i) statutory liens of landlords, carriers, warehousemen, processors, mechanics, materialmen or suppliers incurred in the ordinary course of business and securing amounts not yet due or declared to be due by the claimant thereunder or amounts which are being contested in good faith and by appropriate proceedings and for which Borrowers have maintained adequate reserves; (ii) liens or security interests in favor of Lender; (iii) liens for taxes, assessments and governmental charges not yet due and payable or which are being contested in good faith and by appropriate proceedings and Borrowers are in compliance with Section 12.8 hereof; (iv) zoning restrictions and easements, licenses, covenants and other restrictions affecting the use of real property that do not individually or in the aggregate have a material adverse effect on Borrowers’ ability to use such real property for its intended purpose in connection with Borrowers’ business; (v) liens in connection with purchase money indebtedness and capitalized leases otherwise permitted pursuant to this Agreement, provided, that such liens attach only to the assets the purchase of which was financed by such purchase money indebtedness or which are the subject of such capitalized leases; (vi) liens set forth on Schedule 1; (vii) liens specifically permitted by Lender in writing; (viii) involuntary liens securing amounts less than \$25,000 and which are released or for which a bond acceptable to Lender in its sole discretion, determined in good faith, has been posted within fifteen (15) days of its creation, and (ix) liens granted or authorized by the Orders, including the Primed Liens, the Adequate Protection Liens and the Permitted Liens (each as defined in the Interim Order or the Final Order, as applicable).

“**Person**” shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, entity, party or foreign or United States government (whether federal, state, county, city, municipal or otherwise), including, without limitation, any instrumentality, division, agency, body or department thereof.

“**Petition Date**” shall mean August 9, 2013.

“**Plan**” shall have the meaning specified in Section 12.2.5 hereof.

“**Prime Rate**” shall mean, for any day, the rate of interest in effect for such day as publicly announced from time to time by Lender as its prime rate (whether or not such rate is actually charged by Lender), which is not intended to be Lender’s lowest or most favorable rate of interest at any one time. Any change in the Prime Rate announced by Lender shall take effect at the opening of business on the day specified in the public announcement of such change; provided that Lender shall not be obligated to give notice of any change in the Prime Rate.

“**Proceeds**” shall have the meaning ascribed to such term in the UCC.

“Reorganization Plan” shall mean a joint plan of reorganization in respect of the Loan Parties in the Chapter 11 Cases that provides, among other things, that the order of the Bankruptcy Court confirming such plan of reorganization shall not discharge any of the Obligations of the Loan Parties to Lender under this Agreement and the other Loan Documents other than after payment in full of such Obligations, other than contingent indemnification and reimbursement Obligations for which no claim has been asserted, Obligations which by their terms survive the termination of this Agreement and Obligations in respect of Letters of Credit that have been Cash Collateralized (unless otherwise consented to in advance in writing by Lender), and in no event shall indemnities in favor of the Lender, which by its terms survive the termination of this Agreement and the other Loan Documents, be affected by the repayment of the Obligations.

“Revolving Loan Availability” shall mean an amount up to the sum of the following sublimits: (i) eighty five percent (85%) of the face amount (less, without duplication of any such amounts resulting in a reduction in IPC’s Eligible Accounts, maximum discounts, credits and allowances which may be taken by or granted to Account Debtors in connection therewith in the ordinary course of IPC’s business) of IPC’s Eligible Accounts; provided that such advance rate shall be reduced by one (1) percentage point for each whole or partial percentage point by which Dilution (as determined by Lender in good faith based on the results of the most recent twelve (12) consecutive month period for which Lender has conducted a field audit of Borrowers) exceeds five percent (5%); plus (ii) eighty percent (80%) of the face amount (less, without duplication of any such amounts resulting in a reduction in IPC’s Eligible Unbilled Accounts, the maximum discounts, credits, and allowances which may be taken by or granted to Account Debtors in connection therewith in the ordinary course of IPC’s business) of IPC’s Eligible Unbilled Accounts due from Account Debtors billed monthly, or two million five hundred thousand dollars (\$2,500,000), whichever is less; plus (iii) eighty five percent (85%) of the face amount (less, without duplication of any such amounts resulting in a reduction in IPC’s Eligible Accounts, maximum discounts, credits and allowances which may be taken by or granted to Account Debtors in connection therewith in the ordinary course of IPC’s business) of IPC’s Eligible Unbilled Accounts due from Account Debtors billed weekly, or two million dollars (\$2,000,000), whichever is less; plus (iv) the cash value of any pre-paid insurance up to an amount not to exceed one million dollars (\$1,000,000), plus (v) \$2,000,000; minus (vi) such reserves as Lender elects, in its Permitted Discretion to establish from time to time, including, without limitation, reserves with respect to outstanding Bank Products Obligations.

“Revolving Loan Commitment” shall mean an amount equal to Twelve Million and No/100 Dollars (\$12,000,000).

“Revolving Loans” shall have the meaning specified in Section 2.1 hereof.

“Subsidiary” shall mean with respect to any Person, a corporation of which such Person owns, directly or indirectly, more than fifty percent (50%) of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time stock of any other class of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, owned by a Borrower, or any partnership, joint venture or limited liability company of which more than fifty percent (50%) of the outstanding equity interests are at the time, directly or indirectly, owned by such Person or any partnership of which such Person is a general partner. Unless the context otherwise requires, each reference to Subsidiaries herein shall be a reference to Subsidiaries of Borrowers.

“Supporting Obligations” shall have the meaning set forth in the UCC.

“Tangible Chattel Paper” shall have the meaning ascribed to such term in the UCC.

“**Taxes**” shall mean any and all present and future taxes, duties, levies, imposts, deductions, assessments, charges or withholdings and any and all liabilities (including interest and penalties and other additions to taxes) with respect to the foregoing, but excluding the Excluded Taxes.

“**UCC**” shall mean the Uniform Commercial Code as in effect in the State of Illinois.

“**USA Patriot Act**” shall have the meaning set forth in Section 18.2 hereof.

SECTION 2 LOANS.

2.1 Repayment of Existing Obligations.

Upon the Closing Date, Borrowers shall repay the Existing Revolving Loans with the proceeds of the Loans and the Existing Letters of Credit shall be deemed to be Letters of Credit issued under this Agreement.

2.2 Revolving Loans.

Subject to the terms and conditions of this Agreement and the other Loan Documents, prior to the Maturity Date, Lender shall make revolving loans and advances (the “**Revolving Loans**”) in an aggregate amount up to the lesser of Revolving Loan Availability at such time and the Revolving Loan Commitment.

The aggregate unpaid principal balance of the Revolving Loans shall not at any time exceed the lesser of (i) Revolving Loan Availability minus the Letter of Credit Obligations and (ii) the Revolving Loan Commitment minus the Letter of Credit Obligations. If at any time the outstanding Revolving Loans exceeds either Revolving Loan Availability or the Revolving Loan Commitment, in each case minus the Letter of Credit Obligations, or any portion of the Revolving Loans and Letter of Credit Obligations exceeds any applicable sublimit within Revolving Loan Availability, Borrowers shall immediately, and without the necessity of demand by Lender, pay to Lender such amount as may be necessary to eliminate such excess and Lender shall apply such payment to the Revolving Loans to eliminate such excess.

2.3 [Intentionally Omitted.]

2.4 [Intentionally Omitted.]

2.5 Borrowing Procedures.

(a) Borrower Representative shall give written notice (each such written notice, a “Notice of Borrowing”) substantially in the form of Exhibit B or telephonic notice (followed immediately by a Notice of Borrowing) to Lender of each proposed borrowing not later than 11:00 A.M., Chicago time, on the proposed date of such borrowing. Each such notice shall be effective upon receipt by Lender, shall be irrevocable, and shall specify the date and amount of such borrowing. Each borrowing shall be on a Business Day.

(b) Borrowers hereby authorize Lender in its sole discretion, to advance Revolving Loans to pay any Obligations (whether principal, interest, fees or other charges when due), and any such Obligations becoming due, if not paid by or on behalf of Borrowers on or prior to the due date thereof (after giving effect to any applicable grace periods), shall be deemed a request for a borrowing of a Revolving Loan on the due date, in the amount of such Obligations. The proceeds of such Revolving

Loans shall be disbursed as direct payment of the relevant Obligation. In addition, Lender may, at its option, charge such Obligations against any operating, investment or other account of any Borrower constituting Collateral and maintained with Lender or any of its Affiliates and shall provide prompt written notice thereof to the Borrower Representative; provided that the failure to give such notice shall not affect or limit such charging of Obligations.

2.6 Repayments.

The Obligations shall be repaid as follows:

2.6.1 Repayment of Loans. The Loans and all other Obligations shall be repaid on a Maturity Event. Borrowers may repay the Loans in whole or in part at any time without premium or penalty.

2.6.2 Mandatory Prepayments of the Loans.

(a) Sales of Assets. Promptly following receipt of the Net Cash Proceeds of the sale or other disposition of any assets of any Borrower or if any of the Inventory, Equipment or real property of any Borrower is damaged, destroyed or taken by condemnation in whole or in part, the Net Cash Proceeds thereof shall be paid by Borrower to Lender such payment to be applied (subject to the Carve-Out) against the Obligations, as determined by Lender, in its sole discretion.

2.7 Notes.

The Loans shall, in Lender's sole discretion, be evidenced by one or more promissory notes in the form attached hereto as Exhibit D or otherwise in form and substance satisfactory to Lender. However, if such Loans are not so evidenced, such Loans may be evidenced solely by entries upon the books and records maintained by Lender.

2.8 Recordkeeping.

Lender shall record in its records the date and amount of each Loan made by Lender and each repayment thereof. The aggregate unpaid principal amount so recorded shall be rebuttably presumptive evidence of the principal amount of the Loans owing and unpaid. The failure to so record any such amount or any error in so recording any such amount shall not, however, limit or otherwise affect the Obligations of Borrowers hereunder or under any note to repay the principal amount of the Loans hereunder, together with all interest accruing thereon in accordance herewith.

SECTION 3 LETTERS OF CREDIT.

3.1 General Terms.

Subject to the terms and conditions of this Agreement and the other Loan Documents prior to the Maturity Date, Lender may, in its sole discretion, without any obligation to do so, from time to time cause to be issued and co-sign for or otherwise guarantee, upon Borrower Representative's request, commercial and/or standby Letters of Credit. Payments made by the L/C Issuer to any Person on account of any Letter of Credit shall be immediately payable by Borrowers without notice, presentment or demand and Borrowers agree that each payment made by the L/C Issuer in respect of a Letter of Credit shall constitute a request by Borrowers for a Loan to reimburse L/C Issuer. In the event such Loan is not advanced by Lender for any reason, such reimbursement obligations (whether owing to the L/C Issuer or Lender if Lender is not the issuer) shall become part of the Obligations hereunder and shall bear interest

at the rate then applicable to Revolving Loans constituting Base Rate Loans until repaid. Borrower shall remit to Lender a Letter of Credit fee equal to two and one-half percent (2.50%) per annum on the aggregate undrawn face amount of all Letters of Credit outstanding (which include the Existing Letters of Credit deemed to be Letters of Credit issued hereunder), which fee shall be payable monthly in arrears on the last Business Day of each month. Upon the occurrence of an Event of Default and during the continuance thereof, the Letter of Credit fee shall be increased to an amount equal to two percent (2%) per annum in excess of the Letter of Credit fee otherwise payable thereon, which fee shall be payable on demand. Said fee shall be calculated on the basis of a 360 day year. Borrower shall also pay promptly following receipt of written demand therefor from the L/C Issuer the normal and customary administrative charges of L/C Issuer for issuance, amendment, negotiation, renewal or extension of any Letter of Credit.

3.2 Letter of Credit Procedures.

3.2.1 L/C Applications. The Master Letter of Credit Agreement shall govern all Letters of Credit issued by Lender (which include the Existing Letters of Credit deemed to be Letters of Credit issued hereunder). Borrowers shall give notice to Lender and the L/C Issuer of the proposed issuance of each Letter of Credit on a Business Day which is at least three Business Days (or such lesser number of days as the L/C Issuer shall agree in any particular instance in its sole discretion) prior to the proposed date of issuance of such Letter of Credit. Each such notice shall be accompanied by an L/C Application, duly executed by Borrowers and in all respects satisfactory to the L/C Issuer, together with such other documentation as the L/C Issuer 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 Letter of Credit is to be issued, the expiration date of such Letter of Credit (which shall not be later than the scheduled Maturity Date (unless such Letter of Credit is Cash Collateralized on or prior to the Maturity Date)) and whether such Letter of Credit is to be transferable in whole or in part. Any Letter of Credit outstanding after the scheduled Maturity Date which is Cash Collateralized for the benefit of the L/C Issuer shall be the sole responsibility of the L/C Issuer. In the event of any inconsistency between the terms of the Master Letter of Credit Agreement, any L/C Application and the terms of this Agreement, the terms of this Agreement shall control.

3.2.2 Reimbursement Obligations Unconditional. Borrowers' reimbursement obligations hereunder shall be irrevocable and unconditional under all circumstances, including (a) any lack of validity or enforceability of any Letter of Credit, this Agreement or any other Loan Document, (b) the existence of any claim, set-off, defense or other right which any Loan Party may have at any time against a beneficiary named in a Letter of Credit, any transferee of any Letter of Credit (or any Person for whom any such transferee may be acting), the L/C Issuer or any other Person, whether in connection with any Letter of Credit, this Agreement, any other Loan Document, the transactions contemplated herein or any unrelated transactions (including any underlying transaction between any Loan Party and the beneficiary named in any Letter of Credit), (c) the validity, sufficiency or genuineness of any document which the L/C Issuer has reasonably determined in good faith complies on its face with the terms of the applicable Letter of Credit, even if such document should later prove to have been forged, fraudulent, invalid or insufficient in any respect or any statement therein shall have been untrue or inaccurate in any respect, or (d) the surrender or impairment of any security for the performance or observance of any of the terms hereof. Without limiting the foregoing, no action or omission whatsoever by Lender in its capacity as such under or in connection with any Letter of Credit or any related matters shall result in any liability of Lender to Borrowers, or relieve Borrowers of any of their obligations hereunder to any such Person.

SECTION 4 INTEREST, FEES AND CHARGES.

4.1 Interest Rate.

Subject to the terms and conditions set forth below, the Loans shall bear interest at the per annum rate of interest set forth in subsection (a) or (b) below:

(a) Prior to the occurrence and continuation of an Event of Default the Loans shall bear interest at the rate of two and one-half percent (2.50%) per annum in excess of the Base Rate in effect from time to time, payable on the first Business Day of each month in arrears for interest through the last day of the prior month. Said rate of interest shall increase or decrease by an amount equal to each increase or decrease in the Base Rate effective on the effective date of each such change in the Base Rate.

(b) Upon the occurrence of an Event of Default and during the continuance thereof, the Loans shall bear interest at the rate of two percent (2.0%) per annum in excess of the interest rate otherwise payable thereon, which interest shall be payable on demand. All interest shall be calculated on the basis of a 360 day year.

4.2 Fees And Charges.

4.2.1 Unused Line Fee: Borrowers shall pay to Lender an unused line fee of one-half of one percent (0.5%) of the difference between the Revolving Loan Commitment and the average daily balance of the Revolving Loans plus the Letter of Credit Obligations for each month, which fee shall be fully earned by Lender on the first day of each month and payable monthly in arrears on the first Business Day of each month with respect to all activity through the last day of the prior month. Said fee shall be calculated on the basis of a 360 day year.

4.2.2 Costs and Expenses: Borrowers shall reimburse Lender for all out-of-pocket costs and expenses, including, without limitation, reasonable and documented legal expenses and reasonable attorneys' fees of a single firm of counsel (plus one firm of local counsel in each applicable jurisdiction), incurred by Lender in connection with the (i) documentation and consummation of this transaction, including, without limitation, Uniform Commercial Code and other public record searches and filings, overnight courier or other express or messenger delivery, appraisal costs, surveys, title insurance and environmental audit or review costs; (ii) collection, protection or enforcement of any rights in or to the Collateral; (iii) collection of any Obligations; and (iv) administration and enforcement of any of Lender's rights under this Agreement or any other Loan Document (including, without limitation, any reasonable and documented costs and expenses of any third party provider engaged by Lender for such purposes). Borrowers shall also pay all normal service charges of general application to Lender's customers with respect to all accounts maintained by any Borrower with Lender and any additional services requested in writing by any Borrower from Lender.

4.2.3 Facility Fee. Borrowers shall pay to Lender a facility fee in the amount of \$100,000, which shall be fully earned as of the date of this Agreement and shall be due and payable on the occurrence of a Maturity Event.

4.3 Taxes.

(a) All payments made by Borrowers hereunder or under any Loan Documents shall be made without setoff, counterclaim, or other defense. To the extent permitted by applicable law, all payments hereunder or under the Loan Documents (including any payment of principal, interest, or fees) to, or for

the benefit, of any person shall be made by Borrowers free and clear of and without deduction or withholding for, or account of, any Taxes now or hereinafter imposed by any taxing authority.

(b) If any Borrower makes any payment hereunder or under any Loan Document in respect of which it is required by applicable law to deduct or withhold any Taxes, Borrowers shall increase the payment hereunder or under any such Loan Document such that after the reduction for the amount of Taxes withheld (and any taxes withheld or imposed with respect to the additional payments required under this Section 4.4(b)), the amount paid to Lender equals the amount that was payable hereunder or under any such Loan Document without regard to this Section 4.4(b). To the extent any Borrower withholds any Taxes on payments hereunder or under any Loan Document, Borrowers shall pay the full amount deducted to the relevant taxing authority within the time allowed for payment under applicable law and shall deliver to Lender within 30 days after it has made payment to such authority a copy of a receipt issued by such authority (or other evidence reasonably satisfactory to Lender) evidencing the payment of all amounts so required to be deducted or withheld from such payment.

If Lender is required by law to make any payments of any Taxes on or in relation to any amounts received or receivable hereunder or under any other Loan Document, or any Tax is assessed against Lender with respect to amounts received or receivable hereunder or under any other Loan Document, Borrowers will indemnify such person against (i) such Tax (and any reasonable counsel fees and expenses associated with such Tax) and (ii) any taxes imposed as a result of the receipt of the payment under this Section 4.4. A certificate prepared in good faith including supporting calculations in reasonable detail as to the amount of such payment by Lender shall, absent manifest error, be final, conclusive, and binding on all parties.

4.4 Maximum Interest.

It is the intent of the parties that the rate of interest and other charges to Borrowers under this Agreement and the other Loan Documents shall be lawful; therefore, if for any reason the interest or other charges payable under this Agreement are found by a court of competent jurisdiction, in a final determination, to exceed the limit which Lender may lawfully charge Borrowers, then the obligation to pay interest and other charges shall automatically be reduced to such limit and, if any amount in excess of such limit shall have been paid, then such amount shall be refunded to Borrowers.

SECTION 5 COLLATERAL.

5.1 Grant of Security Interest to Lender.

As security for the payment of all Loans now or in the future made by Lender to Borrowers hereunder and for the payment, performance or other satisfaction of all other Obligations, subject to any limitations contained in the Orders and to the Carve-Out, effective upon the entry of the Interim Order, Borrowers hereby assign to Lender and its Affiliates and grant to Lender and its Affiliates and reaffirm their prior grant to Lender of a continuing security interest in the following property of Borrowers, whether now or hereafter owned, existing, acquired or arising and wherever now or hereafter located: (a) all Accounts (whether or not Eligible Accounts) and all Goods whose sale, lease or other disposition by any Borrower has given rise to Accounts and have been returned to, or repossessed or stopped in transit by, any Borrower; (b) all Chattel Paper, Instruments, Documents and General Intangibles (including, without limitation, all patents, patent applications, trademarks, trademark applications, trade names, trade secrets, goodwill, copyrights, copyright applications, registrations, licenses, software, franchises, customer lists, tax refund claims, claims against carriers and shippers, guarantee claims, contract rights, payment intangibles, security interests, security deposits and rights to

indemnification); (c) all Inventory (whether or not Eligible Inventory); (d) all Goods (other than Inventory), including, without limitation, Equipment, vehicles and Fixtures; (e) all Investment Property; (f) all Deposit Accounts, bank accounts, deposits and cash; (g) all Letter-of-Credit Rights; (h) Commercial Tort Claims listed on Exhibit C hereto (i) all Supporting Obligations; (j) any other property of Borrowers now or hereafter in the possession, custody or control of Lender or any agent or any parent, affiliate or subsidiary of Lender or any participant with Lender in the Loans, for any purpose (whether for safekeeping, deposit, collection, custody, pledge, transmission or otherwise) and (j) all additions and accessions to, substitutions for, and replacements, products and Proceeds of the foregoing property, including, without limitation, proceeds of all insurance policies insuring the foregoing property, and all of Borrowers' books and records relating to any of the foregoing and to Borrowers' business.

5.2 Other Security.

Lender, in its sole discretion, without waiving or releasing (i) any obligation, liability or duty of Borrowers under this Agreement or the other Loan Documents or (ii) any Event of Default, may at any time or times hereafter, but shall not be obligated to, pay, acquire or accept an assignment of any security interest, lien, encumbrance or claim asserted by any Person in, upon or against the Collateral, provided, that Lender may take such actions with respect to Permitted Liens only after the occurrence and during the continuance of an Event of Default. All sums paid by Lender in respect thereof and all out-of-pocket costs, fees and expenses including, without limitation, reasonable and documented attorney fees of a single firm of counsel (plus one firm of counsel in each applicable local jurisdiction), all court costs and all other charges relating thereto incurred by Lender shall constitute Obligations, payable by Borrowers to Lender promptly following receipt by Borrowers of written demand therefor from Lender and, until paid, shall bear interest at the rate then applicable to Loans hereunder.

5.3 Possessory Collateral.

Within one (1) Business Day following any Borrower's receipt of any portion of the Collateral evidenced by an agreement, Instrument or Document, including, without limitation, any Tangible Chattel Paper and any Investment Property consisting of certificated securities, Borrowers shall deliver the original thereof to Lender together with an appropriate endorsement or other specific evidence of assignment thereof to Lender (in form and substance reasonably acceptable to Lender). If an endorsement or assignment of any such items shall not be made for any reason, Lender is hereby irrevocably authorized, as Borrowers' attorney and agent-in-fact, to endorse or assign the same on Borrowers' behalf.

5.4 Electronic Chattel Paper.

To the extent that any Borrower obtains or maintains any Electronic Chattel Paper, Borrowers shall create, store and assign the record or records comprising the Electronic Chattel Paper in such a manner that (i) a single authoritative copy of the record or records exists which is unique, identifiable and except as otherwise provided in clauses (iv), (v) and (vi) below, unalterable, (ii) the authoritative copy identifies Lender as the assignee of the record or records, (iii) the authoritative copy is communicated to and maintained by the Lender or its designated custodian, (iv) copies or revisions that add or change an identified assignee of the authoritative copy can only be made with the participation of Lender, (v) each copy of the authoritative copy and any copy of a copy is readily identifiable as a copy that is not the authoritative copy and (vi) any revision of the authoritative copy is readily identifiable as an authorized or unauthorized revision.

5.5 Super Priority Nature of Obligations and Lender's Liens.

(a) The priority of Lender's liens on the Collateral owned by the Loan Parties shall be set forth in the Orders entered with respect to the Chapter 11 Cases and shall be subject to the Carve-Out and Permitted Liens.

(b) Upon the entry of the Orders, all Obligations shall constitute administrative expenses of the Loan Parties in the Chapter 11 Cases, with administrative priority and senior secured status under sections 364(c) and 364(d) of the Bankruptcy Code. Subject to the Carve-Out to the extent of the Carve-Out Reserve and Permitted Liens, (i) such administrative claim shall have priority over all other costs and expenses of the kinds specified in, or ordered pursuant to, sections 326, 328, 330, 331, 506(b), 506(c) (subject to entry of the Orders), 507(a), 507(b), 546(c), 726, 1114 or any other provision of the Bankruptcy Code or otherwise, and shall at all times be senior to the rights of the Loan Parties, the Loan Parties' bankruptcy estates, and any successor trustee or estate representative in the Chapter 11 Cases or any subsequent proceeding or case under the Bankruptcy Code, and (ii) the liens granted to Lender on the Collateral owned by the Loan Parties, and the priorities accorded to the Obligations shall have the priority and senior secured status afforded by sections 364(c) and 364(d)(1) of the Bankruptcy Code (all as more fully set forth in the Orders).

(c) Notwithstanding anything herein to the contrary, all proceeds received by or on behalf of Lender from the Collateral subject to the liens and security interests granted in this Section 5 or in any other Loan Document or by the Orders shall be subject to the prior payment of the Carve-Out to the extent set forth in the Orders.

SECTION 6 PRESERVATION OF COLLATERAL AND PERFECTION OF SECURITY INTERESTS THEREIN.

Borrowers shall, at Lender's request, at any time and from time to time, authenticate, execute and deliver to Lender such financing statements, documents and other agreements and instruments (and pay the cost of filing or recording the same in all public offices deemed necessary or desirable by Lender in its Permitted Discretion) and do such other acts and things or cause third parties to do such other acts and things as Lender may deem necessary or desirable in its sole discretion in order to establish and maintain a valid, attached and perfected security interest in the Collateral in favor of Lender (free and clear of all other liens or security interests, whether voluntarily or involuntarily created, except Permitted Liens and the Carve-Out) to secure payment of the Obligations, and in order to facilitate the collection of the Collateral. Borrowers irrevocably hereby make, constitute and appoint Lender as Borrowers' true and lawful attorney and agent-in-fact to execute and file such financing statements, documents and other agreements and instruments and do such other acts and things as may be necessary to preserve and perfect Lender's security interest in the Collateral. Borrowers further ratify and confirm the prior filing by Lender of any and all financing statements which identify any Borrower as debtor, Lender as secured party and any or all Collateral as collateral for the Obligations.

SECTION 7 POSSESSION OF COLLATERAL AND RELATED MATTERS.

Until otherwise notified by Lender following the occurrence and during the continuation of an Event of Default, Borrowers shall have the right, except as otherwise provided in this Agreement or in the Orders, in the ordinary course of Borrowers' business, to (a) sell, lease or furnish under contracts of service any of Borrowers' Inventory normally held by Borrowers for any such purpose; (b) use and consume any raw materials, work in process or other materials normally held by Borrowers for such purpose; and (c) dispose of obsolete, worn-out or unuseful Equipment so long as all of the Net Cash Proceeds (if any) thereof, subject to the Carve-Out, are paid to Lender for application to the Obligations;

provided, however, that a sale in the ordinary course of business shall not include any transfer or sale in satisfaction, partial or complete, of a debt owed by any Borrower (other than the Obligations provided that Lender consents thereto and any required orders of the Bankruptcy Court are obtained).

SECTION 8 COLLECTIONS.

8.1 Lockbox and Lockbox Account.

Borrowers shall direct all of their Account Debtors to make all payments on the Accounts directly to a mailing address designated by, and under the exclusive control of, Lender, at Lender (the "Lockbox"). Borrowers shall establish an account (the "Lockbox Account") in Borrowers' name, for the benefit of Lender, with Lender, into which all payments received in the Lockbox shall be deposited, and into which Borrowers will on the date of receipt thereof (or, if such date is not a Business Day, on the next succeeding Business Day) deposit all payments received by Borrowers on Accounts in the identical form in which such payments were received, whether by cash or check. If any Borrower, any Affiliate or Subsidiary, any shareholder, officer, director, employee or agent of any Borrower or any Affiliate or Subsidiary, or any other Person acting for or in concert with Borrower shall receive any monies, checks, notes, drafts or other payments relating to or as Proceeds of Accounts or other Collateral, Borrowers and each such Person shall receive all such items in trust for, and as the sole and exclusive property of, Lender and, on the date of receipt thereof (or, if such date is not a Business Day, on the next succeeding Business Day), shall remit the same (or cause the same to be remitted) in kind to the Lockbox Account in a manner reasonably satisfactory to Lender. The daily ledger balance of such accounts as of the beginning of each Business Day shall be transferred to Lender each Business Day for application in accordance with Section 8.3. Borrowers agree that all payments made to such Lockbox Account or otherwise received by Lender, whether in respect of the Accounts or as Proceeds of other Collateral or otherwise (except for proceeds of Collateral or other amounts which are required to be delivered to the holder of a Permitted Lien which is prior in right of payment), will be applied on account of the Obligations in accordance with the terms of this Agreement. Borrowers agree to pay all customary fees, costs and expenses in connection with opening and maintaining the Lockbox and Lockbox Account. All of such fees, costs and expenses if not paid by Borrowers, may be paid by Lender or otherwise charged to Borrowers and in such event all amounts paid by Lender or charged by Lender shall constitute Obligations hereunder, shall be payable to Lender by Borrowers promptly following receipt of written demand therefor, and, until paid, shall bear interest at the rate then applicable to Loans hereunder. All checks, drafts, instruments and other items of payment or Proceeds of Collateral shall be endorsed by Borrowers to Lender, and, if that endorsement of any such item shall not be made for any reason, Lender is hereby irrevocably authorized to endorse the same on Borrowers' behalf. For the purpose of this section, Borrowers irrevocably hereby make, constitute and appoint Lender (and all Persons designated by Lender for that purpose) as Borrowers' true and lawful attorney and agent-in-fact (i) to endorse Borrowers' name upon said items of payment and/or Proceeds of Collateral and upon any Chattel Paper, Document, Instrument, invoice or similar document or agreement relating to any Account of Borrower or Goods pertaining thereto; (ii) to take control in any manner of any item of payment or Proceeds thereof and (iii) to have access to any lockbox or postal box into which any of Borrowers' mail is deposited, and open and process all mail addressed to Borrowers and deposited therein.

8.2 Lender's Rights.

Lender may, at any time and from time to time after the occurrence and during the continuance of an Event of Default, whether before or after notification to any Account Debtor and whether before or after the maturity of any of the Obligations, to the maximum extent permitted by law, (i) enforce collection of any of Borrowers' Accounts or other amounts owed to any Borrower by suit or otherwise; (ii) exercise all of Borrowers' rights and remedies with respect to proceedings brought to

collect any Accounts or other amounts owed to any Borrower; (iii) surrender, release or exchange all or any part of any Accounts or other amounts owed to any Borrower, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder; (iv) sell or assign any Account of any Borrower or other amount owed to any Borrower upon such terms, for such amount and at such time or times as Lender deems advisable; (v) prepare, file and sign (but not vote) any Borrower's name on any proof of claim in bankruptcy or other similar document against any Account Debtor or other Person obligated to any Borrower; and (vi) do all other acts and things which are necessary, in Lender's sole discretion, to fulfill any Borrower's obligations under this Agreement and the other Loan Documents and to allow Lender to collect the Accounts or other amounts owed to any Borrower. In addition to any other provision hereof, Lender may at any time, after the occurrence and during the continuance of an Event of Default, at Borrowers' expense, notify any parties obligated on any of the Accounts to make payment directly to Lender of any amounts due or to become due thereunder; provided that Lender shall promptly rescind any such notification at such time as no Event of Default shall have occurred and be continuing.

8.3 Application of Proceeds.

For purposes of calculating interest and fees, Lender shall, within two (2) Business Days after application of the opening daily ledger balance to the Obligations as set forth in the immediately following sentence, apply the whole or any part of such collections or Proceeds against the Obligations in such order as Lender shall determine in its sole discretion. For purposes of determining the amount of Loans available for borrowing purposes, Lender shall apply the opening daily ledger balance in the Lockbox Account as of the beginning of each Business Day in whole or in part against the Obligations, in such order as Lender shall determine in its sole discretion, subject to actual collection.

8.4 Account Statements.

On a monthly basis, within 30 days after the end of each month, Lender shall deliver to Borrowers an account statement showing all Loans, charges and payments for such month, which shall be deemed final, binding and conclusive upon Borrowers, absent manifest error, unless Borrowers notify Lender in writing, specifying any error therein, within thirty (30) days of the date such account statement is received by Borrowers and any such notice shall only constitute an objection to the items specifically identified.

SECTION 9 COLLATERAL, AVAILABILITY AND FINANCIAL REPORTS AND SCHEDULES.

9.1 Weekly Reports.

Borrowers shall deliver to Lender an executed loan report and certificate in Lender's then current form at least once each week, which shall be accompanied by copies of Borrowers' sales journal, cash receipts journal and credit memo journal for the relevant period. Such report shall reflect the activity of Borrowers with respect to Accounts for the immediately preceding week, and shall be in a form and with such specificity as is reasonably satisfactory to Lender and shall contain such additional information available to Borrowers concerning Accounts Inventory and estimated billings as may be reasonably requested by Lender including, without limitation, but only if specifically requested by Lender, copies of all invoices prepared in connection with such Accounts.

9.2 Monthly Reports.

Borrowers shall deliver to Lender, in addition to any other reports, as soon as practicable and in any event: (i) within fifteen (15) days after the end of each month, (A) a detailed trial balance of Borrowers' Accounts aged per invoice date, in form and substance reasonably satisfactory to Lender including, without limitation, the names and addresses of all Account Debtors of Borrowers, and (B) a summary and detail of accounts payable, including a listing of any held checks.

9.3 Budget Variance Report.

On Tuesday of each calendar week (or, if such Tuesday is not a Business Day, on the next succeeding Business Day), a Budget Variance Report on the basis of the actual prior week. In the event that the Obligations (other than contingent indemnity and reimbursement Obligations for which no claim has been made, such Obligations that by their terms survive the termination of this Agreement and Obligations in respect of outstanding Letters of Credit that are Cash Collateralized) have not been repaid in full and this Agreement terminated prior to November 1, 2013, Borrowers shall provide to Lender, on or before November 1, 2013, a revised DIP Budget in form and substance acceptable to Lender in its sole discretion, covering the period from November 1, 2013 to the Maturity Date.

9.4 Financial Statements.

Borrowers shall deliver to Lender the following financial information, all of which shall be prepared in accordance with generally accepted accounting principles consistently applied over the periods applicable to the relevant financial statements referenced below (subject in the case of unaudited financial statements to the absence of footnotes and customary year-end adjustments), and shall be accompanied by a compliance certificate in the form of Exhibit A hereto, which compliance certificate shall include a calculation of all financial covenants contained in Section 14 this Agreement: (i) no later than twenty (20) days after the end of each calendar month, copies of internally prepared financial statements, including, without limitation, balance sheets and statements of income, retained earnings and cash flow of Borrowers, certified by the Chief Financial Officer of Borrowers; and (iii) no later than one hundred twenty (120) days after the end of each of Borrowers' Fiscal Years, audited annual financial statements with an unqualified opinion by independent certified public accountants selected by Borrowers and reasonably satisfactory to Lender, which financial statements shall be accompanied by copies of any management letters sent to the Borrowers by such accountants.

9.5 Other Information.

Concurrently, (i) with the filing thereof, copies of all pleadings, motions, applications, final information and other papers and documents of any kind filed by or on behalf of any Loan Party in any Chapter 11 Case; (ii) with the furnishing thereof, copies of all written statements, reports, information and other papers and documents of any kind furnished by or on behalf of each Loan Party to the Committee in any Chapter 11 Case; and (iii) with the furnishing thereof, copies of all written statements, reports, information and other papers and documents of any kind furnished to any other creditor of any Loan Party pursuant to the terms of any indenture, loan or credit or similar agreement.

SECTION 10 TERMINATION.

Lender's obligations under this Agreement shall be in effect from the Closing Date until the earlier of (i) occurrence of a Maturity Event and (ii) the termination of this Agreement in accordance with this Section 10. Upon the occurrence and during the continuation of an Event of Default, Lender shall not be obligated to make any additional Loans. Notwithstanding the foregoing, this Agreement shall

terminate on the date thereafter that the Obligations are paid in full (except for contingent indemnity and reimbursement Obligations for which no claim has been made, such Obligations that by their terms survive the termination of this Agreement and Obligations in respect of outstanding Letters of Credit that are Cash Collateralized), all Letters of Credit are returned to the L/C Issuer for cancellation, are Cash Collateralized in accordance with the terms of this Agreement or expire in accordance with their terms prior to any presentation for payment thereunder, and the commitments to extend credit under this Agreement are terminated. At such time as this Agreement has terminated, Borrowers shall deliver to Lender a release, in form and substance satisfactory to Lender, of all obligations and liabilities of Lender and its officers, directors, employees, agents, parents, Subsidiaries and Affiliates to Borrowers arising under or in connection with this Agreement and the other Loan Documents, in each case with respect to events, actions or inactions on or prior to the date on which such release is delivered.

SECTION 11 REPRESENTATIONS AND WARRANTIES.

Each Borrower hereby represents and warrants to Lender, which representations and warranties (whether appearing in this Section 11 or elsewhere) shall be true at the time of Borrowers' execution hereof and the closing of the transactions described herein or related thereto and shall be remade by each Borrower at the time each Loan is made pursuant to this Agreement, provided, that (i) representations and warranties made as of a particular date shall be true and correct as of such date, and (ii) the representations and warranties shall survive execution and delivery of this Agreement and the closing of the transactions contemplated hereby until the termination of this Agreement.

11.1 Financial Statements and Other Factual Information.

The financial statements and other written factual information delivered or to be delivered by any Borrower to Lender after the Petition Date, taken as a whole, fairly present in all material respects the financial condition of such Borrower as of the date thereof, and, other than as a result of the Chapter 11 Cases and except as set forth in any information or financial statements or schedules to this Agreement delivered pursuant to this Agreement or any other Loan Document, there has been no material adverse change in the financial condition or the operations of the Borrowers, taken as a whole, since the date of the financial statements delivered to Lender most recently prior to the date of this Agreement. All written factual information now or heretofore furnished by any Borrower to Lender pursuant to this Agreement or any other Loan Document is true and correct as of the date with respect to which such information was furnished (except to the extent an earlier date is set forth therein); provided that, for the avoidance of doubt, the Borrowers make no representations or warranties as to information of a general industry or economic nature, or as to any information in the nature of forecasts, projections or budgets, including the Budget, it being agreed that none of the foregoing constitute factual information.

11.2 Locations.

The office where each Borrower keeps its books, records and accounts (or copies thereof) concerning the Collateral, each Borrower's principal place of business and all of Borrowers' other places of business, locations of Collateral with a fair market value in excess of \$50,000 and post office boxes and locations of bank accounts are as set forth in Schedule 11.2 and at other locations within the United States of which Lender has been advised by Borrower in accordance with Section 12.2.1. The Collateral, including, without limitation, the Equipment (except any part thereof which any Borrower shall have advised Lender in writing consists of Collateral normally used in more than one state) is kept, or, in the case of vehicles, based, only at the addresses set forth on Schedule 11.2, and at other locations within the United States of which Lender has been advised by any Borrower in writing in accordance with Section 12.2.1 hereof.

11.3 Loans by Borrower.

No Borrower has made any loans or advances to any Affiliate or other Person except for advances authorized hereunder to employees, officers and directors of a Borrower for travel and other expenses arising in the ordinary course of such Borrower's business and loans permitted pursuant to Section 13.6.

11.4 Accounts and Inventory.

Each Account or item of Inventory which any Borrower shall, expressly or by implication, request Lender to classify as an Eligible Account or as Eligible Inventory, respectively, as of the time when such request is made, conforms in all respects to the requirements of such classification as set forth in the respective definitions of Eligible Account and Eligible Inventory as set forth herein (other than any requirement involving a subjective or discretionary determination by Lender).

11.5 Liens.

Each Borrower is the lawful owner of all Collateral now purportedly owned by such Borrower and will be the lawful owner of or have rights in, or the power to transfer rights in all Collateral hereafter purportedly acquired by such Borrower, free from all liens, claims, security interests and encumbrances whatsoever, whether voluntarily or involuntarily created and whether or not perfected, other than the Permitted Liens and the Carve-Out.

11.6 Organization, Authority and No Conflict.

Each Borrower is a corporation or limited liability company, duly organized, validly existing and in good standing in the State or organization, its state organizational identification number is set forth on Schedule 11.2 and, except for exceptions to the following that would not have a Material Adverse Effect on any Borrower, each Borrower is duly qualified and in good standing in all states where the nature and extent of the business transacted by it or the ownership of its assets makes such qualification necessary. Each Borrower has the right and power and, subject to entry of the Orders, is duly authorized and empowered to enter into, execute and deliver this Agreement and the other Loan Documents and perform its obligations hereunder and thereunder. Subject to entry of the Orders, each Borrower's execution, delivery and performance of this Agreement and the other Loan Documents does not conflict with the provisions of the organizational documents of such Borrower, any statute, regulation, ordinance or rule of law, or any agreement, contract or other document which may now or hereafter be binding on such Borrower, except for conflicts with agreements, contracts or other documents which would not have a Material Adverse Effect on any Borrower, and each Borrower's execution, delivery and performance of this Agreement and the other Loan Documents shall not result in the imposition of any lien or other encumbrance upon any of Borrower's property (other than Permitted Liens) under any existing indenture, mortgage, deed of trust, loan or credit agreement or other agreement or instrument by which any Borrower or any of its property may be bound or affected.

11.7 Litigation.

Except as disclosed to Lender on Schedule 11.7 hereto, there are no actions or proceedings which are pending or, to each Borrower's knowledge, threatened in writing against Borrower which would reasonably be expected to have a Material Adverse Effect on any Borrower, and each Borrower shall, promptly upon becoming aware of any such pending or threatened action or proceeding, give written notice thereof to Lender. No Borrower has any Commercial Tort Claims pending that exceed

\$25,000 in amount other than those set forth on Exhibit D hereto as Exhibit D may be amended from time to time.

11.8 Compliance with Laws and Maintenance of Permits.

Subject to entry of the Orders, each Borrower has obtained all governmental consents, franchises, certificates, licenses, authorizations, approvals and permits, the lack of which would have a Material Adverse Effect on any Borrower. Each Borrower is in compliance in all material respects with all applicable federal, state, local and foreign statutes, orders, regulations, rules and ordinances (including, without limitation, Environmental Laws and statutes, orders, regulations, rules and ordinances relating to taxes, employer and employee contributions and similar items, securities, ERISA or employee health and safety), in each case the failure to comply with which would have a Material Adverse Effect on Borrower.

11.9 Affiliate Transactions.

Except as set forth on Schedule 11.9 hereto or as permitted pursuant to Section 11.3 hereof, no Borrower is conducting, permitting or suffering to be conducted, transactions with any Affiliate other than transactions with Affiliates in the ordinary course of business pursuant to terms (taken as a whole) that are no less favorable to such Borrower than the terms (taken as a whole) upon which such transactions would have been made had they been made to or with a Person that is not an Affiliate.

11.10 Names and Trade Names.

As of the date hereof, each Borrower's name has always been as set forth on the first page of this Agreement and, as of the date hereof, no Borrower uses any trade names, assumed names, fictitious names or division names in the operation of its business, except as set forth on Schedule 11.10 hereto.

11.11 Equipment.

No Equipment constituting Collateral is a Fixture to real estate unless such real estate is owned by such Borrower and is subject to a mortgage in favor of Lender, or if such real estate is leased, is subject to a landlord's agreement in favor of Lender on terms reasonably acceptable to Lender, or an accession to other personal property unless such personal property is subject to a first priority lien in favor of Lender (subject to Permitted Liens).

11.12 Enforceability.

Upon Entry of the Orders, this Agreement and the other Loan Documents to which each Borrower is a party are the legal, valid and binding obligations of each Borrower and are enforceable against Borrower in accordance with their respective terms.

11.13 Solvency.

The Borrowers, taken as a whole, are, after giving effect to the transactions contemplated hereby and entry of the Orders, solvent, able to pay their debts as they become due, have capital sufficient to carry on their business, now own property having a value both at fair valuation and at present fair saleable value greater than the amount required to pay their debts, and, after giving effect to the entry of the Orders, will not be rendered insolvent by the execution and delivery of this Agreement or any of the other Loan Documents or by completion of the transactions contemplated hereunder or thereunder.

11.14 Indebtedness.

Except as set forth on Schedule 11.14 hereto, after giving effect to the Orders, no Borrower is obligated (directly or indirectly), for any loans or other indebtedness for borrowed money other than the Loans or as permitted by Section 13.2.

11.15 Margin Security and Use of Proceeds.

No Borrower owns any margin securities, and none of the proceeds of the Loans hereunder shall be used for the purpose of purchasing or carrying any margin securities or for the purpose of reducing or retiring any indebtedness which was originally incurred to purchase any margin securities or for any other purpose not permitted by Regulation U of the Board of Governors of the Federal Reserve System as in effect from time to time.

11.16 Subsidiaries and Affiliates.

Except as set forth on Schedule 11.16 hereto, no Borrower has any Subsidiaries or other Affiliates (other than direct or indirect parent companies of such Borrower), nor is any Borrower engaged in any joint venture or partnership with any other Person.

11.17 No Defaults.

No Borrower is in default under any contract, lease or commitment to which it is a party or by which it is bound which would reasonably be expected to have a Material Adverse Effect on such Borrower, nor does any Borrower know of any dispute regarding any contract, lease or commitment which would have a Material Adverse Effect on such Borrower.

11.18 Employee Matters.

There are no controversies pending or threatened between any Borrower and any of its employees, agents or independent contractors other than any such controversies which would not, in the aggregate, have a Material Adverse Effect on such Borrower, and each Borrower is in compliance with all federal and state laws respecting employment and employment terms, conditions and practices except for such non-compliance which would not have a Material Adverse Effect on such Borrower.

11.19 Intellectual Property.

Each Borrower possesses adequate licenses, patents, patent applications, copyrights, service marks, trademarks, trademark applications, tradestyles and trade names to continue to conduct its business as heretofore conducted by it except to the extent that the failure to possess such items would not have a Material Adverse Effect on such Borrower.

11.20 Environmental Matters.

Except for exceptions to the following that would not have a Material Adverse Effect on any Borrower, (i) no Borrower has generated, used, stored, treated, transported, manufactured, handled, produced or disposed of any Hazardous Materials, on or off its premises (whether or not owned by it) in any manner which at any time violates in any material respect any Environmental Law or any license, permit, certificate, approval or similar authorization thereunder and (ii) the operations of each Borrower comply in all respects with all Environmental Laws and all licenses, permits, certificates, approvals and similar authorizations thereunder. Except for exceptions to the following that would not reasonably be

expected to have a Material Adverse Effect on any Borrower, there has been no investigation, proceeding, complaint, order, directive, claim, citation or notice by any governmental authority or any other Person, nor is any pending or threatened in writing with respect to any non-compliance with or violation of the requirements of any Environmental Law by any Borrower or the release, spill or discharge, threatened or actual, of any Hazardous Materials or the generation, use, storage, treatment, transportation, manufacture, handling, production or disposal of any Hazardous Materials or any other environmental, health or safety matter, which affects any Borrower or its business, operations or assets or any properties at which any Borrower has transported, stored or disposed of any Hazardous Materials. Except for exceptions to the following that would not reasonably be expected to have a Material Adverse Effect on any Borrower, no Borrower has any liability (contingent or otherwise) in connection with a release, spill or discharge, threatened or actual, of any Hazardous Materials or the generation, use, storage, treatment, transportation, manufacture, handling, production or disposal of any Hazardous Materials.

11.21 ERISA Matters.

Each Borrower has paid and discharged all obligations and liabilities arising under ERISA of a character which, if unpaid or unperformed, would result in the imposition of a Lien against any of its properties or assets (other than a Permitted Lien).

11.22 Investment Company Act.

No Loan Party is an "investment company" or a company "controlled" by an "investment company" or a "subsidiary" of an "investment company" within the meaning of the Investment Company Act of 1940.

11.23 Anti-Terrorism Laws.

(a) No Loan Party (and, to the knowledge of each Loan Party, no joint venture or subsidiary thereof) is in violation in any material respects of any United States Requirements of Law relating to terrorism, sanctions or money laundering (the "Anti-Terrorism Laws"), including the United States Executive Order No. 13224 on Terrorist Financing (the "Anti-Terrorism Order") and the USA Patriot Act.

(b) No Loan Party (and, to the knowledge of each Loan Party, no joint venture or Subsidiary thereof) (i) is listed in the annex to, or is otherwise subject to the provisions of, the Anti-Terrorism Order, (ii) is owned or controlled by, or acting for or on behalf of, any person listed in the annex to, or is otherwise subject to the provisions of, the Anti-Terrorism Order, (iii) commits, threatens or conspires to commit or supports "terrorism" as defined in the Anti-Terrorism Order or (iv) is named as a "specially designated national and blocked person" in the most current list published by OFAC.

(c) No Loan Party (and, to the knowledge of each Loan Party, no joint venture or Affiliate thereof) (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any person described in clauses (b)(i) through (b)(iv) above, (ii) deals in, or otherwise engages in any transactions relating to, any property or interests in property blocked pursuant to the Anti-Terrorism Order or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

11.24 Reorganization Matters.

(a) The Chapter 11 Cases were commenced, and the motion seeking approval of the Loan Documents and entry of each proposed Order was filed with the Bankruptcy Court, in each case in accordance with the Bankruptcy Code and the Bankruptcy Rules, and proper notice thereof and proper notice of the hearing for the approval of each Order have been given.

(b) After the entry of each Order, the Obligations will constitute allowed administrative expense claims in the Chapter 11 Cases having priority over all administrative expense claims and unsecured claims against the Borrowers now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expense claims of the kind specified in Section 326, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under Section 364(c)(1) of the Bankruptcy Code subject, as to priority only, to the Carve-Out to the extent of the Carve-Out Reserve.

(c) After the entry of each Order, the Obligations will be secured by a valid and perfected first priority lien on all of the Collateral, subject only to Permitted Liens.

(d) Each Order (with respect to the period on and after entry of such Order) is in full force and effect and has not been reversed, stayed, modified or amended without the prior written consent of Lender.

(e) Notwithstanding the provisions of Section 362 of the Bankruptcy Code, and subject to the applicable provisions of each Order, upon the maturity (whether by acceleration or otherwise) of any of the Obligations, Lender shall be entitled to immediate payment of such Obligations and to enforce the remedies provided for hereunder or under applicable law, without further application to or order by the Bankruptcy Court, subject to the terms of the Loan Documents.

SECTION 12 AFFIRMATIVE COVENANTS.

Until payment and satisfaction in full of all Obligations (other than contingent indemnity and reimbursement Obligations for which no claim has been made, Obligations that by their terms survive termination of this Agreement and Obligations in respect of outstanding Letters of Credit that have been Cash Collateralized) and termination of this Agreement, unless Borrowers obtain Lender's prior written consent waiving or modifying any of Borrower's covenants hereunder in any specific instance, each Borrower covenants and agrees as follows:

12.1 Maintenance of Records.

Each Borrower shall at all times keep accurate and complete books, records and accounts with respect to all of its business activities, in accordance with sound accounting practices, and shall keep such books, records and accounts, and any copies thereof, only at the addresses indicated for such purpose on Schedule 11.2 (as updated from time to time).

12.2 Notices.

Each Borrower shall:

12.2.1 Locations. Promptly (but in no event less than ten (10) days prior to the occurrence thereof) notify Lender of the proposed opening of any new place of business or new location of Collateral, the closing of any existing place of business or location of Collateral, any change of in the

location of any Borrower's books, records and accounts (or copies thereof), the opening or closing of any post office box, the opening or closing of any bank account or, if any of the Collateral consists of Goods of a type normally used in more than one state, the use of any such Goods in any state other than a state in which any Borrower has previously advised Lender that such Goods will be used.

12.2.2 Eligible Accounts and Inventory. Promptly upon becoming aware thereof, notify Lender if any Account or Inventory identified by any Borrower to Lender as an Eligible Account or Eligible Inventory becomes ineligible for any reason (other than as a result of a subjective or discretionary determination by Lender).

12.2.3 Litigation and Proceedings. Promptly upon becoming aware thereof, notify Lender of any actions or proceedings which are pending or threatened in writing against any Borrower which would have a Material Adverse Effect on such Borrower and of any Commercial Tort Claims of any Borrower in excess of \$25,000 in amount which may arise, which notice shall constitute Borrowers' authorization to Lender to amend Exhibit D to add such Commercial Tort Claim.

12.2.4 [Reserved]

12.2.5 ERISA Matters. Promptly notify Lender of (x) the occurrence of any "reportable event" (as defined in ERISA) which might result in the termination by the Pension Benefit Guaranty Corporation (the "PBGC") of any employee benefit plan ("Plan") covering any officers or employees of any Borrower, any benefits of which are, or are required to be, guaranteed by the PBGC, (y) receipt of any notice from the PBGC of its intention to seek termination of any Plan or appointment of a trustee therefor or (z) its intention to terminate or withdraw from any Plan.

12.2.6 Environmental Matters. Promptly notify Lender upon becoming aware of any investigation, proceeding, complaint, order, directive, claim, citation or notice with respect to any non-compliance with or violation of the requirements of any Environmental Law by any Borrower or the generation, use, storage, treatment, transportation, manufacture handling, production or disposal of any Hazardous Materials or any other environmental, health or safety matter which affects any Borrower or its business operations or assets or any properties at which such Borrower has transported, stored or disposed of any Hazardous Materials, in each case unless the foregoing would not have a Material Adverse Effect on such Borrower.

12.2.7 Default; Material Adverse Change. Promptly advise Lender of the occurrence of any event having or causing a Material Adverse Effect on any Loan Party, the occurrence of any Event of Default hereunder or of becoming aware of the occurrence of any event which, if uncured, will become an Event of Default after notice or lapse of time (or both).

All of the foregoing notices shall be provided by Borrowers (or the Borrower Representative) to Lender in writing.

12.3 Compliance with Laws and Maintenance of Permits.

Each Borrower shall maintain all governmental consents, franchises, certificates, licenses, authorizations, approvals and permits, the lack of which would have a Material Adverse Effect on any Borrower and each Borrower shall remain in compliance with all applicable federal, state, local and foreign statutes, orders, regulations, rules and ordinances (including, without limitation, Environmental Laws and statutes, orders, regulations, rules and ordinances relating to taxes, employer and employee contributions and similar items, securities, ERISA or employee health and safety), in each case the failure with which to comply would have a Material Adverse Effect on any Borrower.

12.4 Inspection and Audits.

Each Borrower shall permit Lender, or any Persons designated by it, to call at any Borrower's places of business at any reasonable times and prior to the occurrence of an Event of Default, upon reasonable advance written notice, and, without hindrance or delay, to inspect the Collateral and to inspect, audit, check and make extracts from any Borrower's books, records, journals, orders, receipts and any correspondence and other data relating to any Borrower's business, the Collateral or any transactions between the parties hereto, and shall have the right to make such verification concerning any Borrower's business as Lender in good faith may consider reasonable under the circumstances. Each Borrower shall furnish to Lender such information relevant to Lender's rights under this Agreement and the other Loan Documents as Lender shall at any time and from time to time request. Lender, through its officers, employees or agents shall have the right, at any time and from time to time, to verify the validity, amount or any other matter relating to any of any Borrower's Accounts, by mail, telephone, telecopy, electronic mail, or otherwise. Each Borrower authorizes Lender and its agents to discuss the affairs, finances and business of any Borrower with any officers, employees or directors of any Borrower or with its Parent or any Affiliate or the officers, employees or directors of its Parent or any Affiliate, and to discuss the financial condition of any Borrower with such Borrower's independent public accountants. Any such discussions shall be without liability to any officer, director or employee of any Borrower or of any Borrower's direct or indirect parent companies or Affiliates, Lender or to such Borrower's independent public accountants. Borrowers shall pay to Lender all customary fees charged to similarly situated borrowers and all costs and out-of-pocket costs and expenses incurred by Lender in the exercise of its rights hereunder, and all of such fees, costs and expenses shall constitute Obligations hereunder, shall be payable on demand and, until paid, shall bear interest at the rate then applicable to Loans hereunder.

12.5 Insurance.

Each Borrower shall:

12.5.1 Casualty Insurance; Business Interruption Insurance. Keep the Collateral properly housed and insured for the full insurable value thereof against loss or damage by fire, theft, explosion, sprinklers, collision (in the case of motor vehicles) and such other risks as are customarily insured against by Persons engaged in businesses similar to that of Borrowers, with such companies, in such amounts, with such deductibles, and under policies in such form, as shall be reasonably satisfactory to Lender. Original (or certified) copies of such policies of insurance have been or shall be, as soon as reasonably practicable and in any event within thirty (30) days of the Closing Date or such longer period as Lender shall agree to in its sole discretion, delivered to Lender, together with evidence of payment of all premiums therefor, and shall contain an endorsement, in form and substance reasonably acceptable to Lender, showing loss under such insurance policies payable to Lender. Such endorsement, or an independent instrument furnished to Lender, shall provide that the insurance company shall give Lender written notice before any such policy of insurance is altered or canceled and that no act, whether willful or negligent, or default of any Borrower or any other Person shall affect the right of Lender to recover under such policy of insurance in case of loss or damage. In addition, each Borrower shall cause to be executed and delivered to Lender a collateral assignment of proceeds of its business interruption insurance policies. Each Borrower hereby directs all insurers under all policies of insurance required under this Section 12.5.1 to pay all proceeds payable thereunder directly to Lender. Each Borrower irrevocably makes, constitutes and appoints Lender (and all officers, employees or agents designated by Lender) as such Borrower's true and lawful attorney (and agent-in-fact) for the purpose of making, settling and adjusting claims under such policies of insurance, endorsing the name of such Borrower on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and making all determinations and decisions with respect to such policies of insurance, provided however,

that if no Event of Default shall have occurred and is continuing, Borrower may make, settle and adjust claims involving less than \$50,000 in the aggregate without Lender's consent.

12.5.2 Liability Insurance. Maintain, at its expense, such public liability and third party property damage insurance as is customary for Persons engaged in businesses similar to that of Borrowers with such companies and in such amounts, with such deductibles and under policies in such form as shall be reasonably satisfactory to Lender and original (or certified) copies of such policies have been or shall be, within thirty (30) days after the Closing Date, delivered to Lender, together with evidence of payment of all premiums therefor; each such policy shall contain an endorsement showing Lender as additional insured thereunder and providing that the insurance company shall give Lender written notice before any such policy shall be altered or canceled.

12.5.3 Lender May Purchase Insurance. If any Borrower at any time or times hereafter shall fail to obtain or maintain any of the policies of insurance required above under this Section 12.5 (and provide evidence thereof to Lender promptly following receipt of written request thereof from Lender) or to pay any premium relating thereto, then Lender, without waiving or releasing any obligation or default by Borrowers hereunder, may (but shall be under no obligation to) obtain and maintain such policies of insurance and pay such premiums and take such other actions with respect thereto as Lender deems advisable upon notice to Borrowers. Such insurance, if obtained by Lender, may, but need not, protect Borrowers' interests or pay any claim made by or against Borrowers with respect to the Collateral. Such insurance may be more expensive than the cost of insurance Borrowers may be able to obtain on their own and may be cancelled only upon Borrowers providing evidence that they have obtained the insurance as required above. All sums disbursed by Lender in connection with any such actions, including, without limitation, court costs, expenses, other charges relating thereto and reasonable attorneys' fees, shall constitute Obligations hereunder, shall be payable by Borrower to Lender promptly following receipt of written demand therefor from Lender and, until paid, shall bear interest at the rate then applicable to Loans hereunder. This provision shall constitute the notice to Borrower required pursuant to paragraph (3) of section 180/10 of Chapter 815 of the Illinois Compiled Statutes (2004).

12.6 Collateral.

1.1.1. Each Borrower shall keep the Collateral in good condition, repair and order and shall make all necessary repairs to the Equipment and replacements thereof so that the operating efficiency and the value thereof shall at all times be preserved and maintained in all material respects. Each Borrower shall permit Lender to examine any of the Collateral at any reasonable time during normal business hours upon reasonable advance written notice and wherever the Collateral may be located.

12.7 Use of Proceeds.

All monies and other property obtained by any Borrower from Lender pursuant to this Agreement shall be used solely (a) to repay the Existing Revolving Loans; (b) for the generation of receivables and other lawful purposes as permitted under this Agreement and in accordance with the DIP Budget (which may include certain prepetition expenses approved by the Bankruptcy Court provided that the incurrence or payment thereof is not otherwise violative of this Agreement, the Orders, any other order of the Bankruptcy Court or applicable law); (c) to pay fees required to be paid to the Office of the United States Trustee under the Orders; and (d) to pay any of the Obligations or the Existing Obligations.

12.8 Taxes.

Each Borrower shall file all required tax returns and, unless otherwise prohibited under any Order and other than taxes owed by any Borrower arising from the period before the Petition Date

that have not been authorized to be paid by the Bankruptcy Court and provided for in the DIP Budget, pay all of its taxes when due, subject to any extensions granted by the applicable taxing authority, including, without limitation, taxes imposed by federal, state or municipal agencies, and shall cause any liens for taxes to be promptly released; provided, that Borrowers shall have the right to contest the payment of such taxes in good faith by appropriate proceedings so long as (i) the amount so contested is shown on Borrowers' next financial statements required to be delivered hereunder if such amount is still being contested during the period covered by such financial statements; and (ii) the contesting of any such payment does not give rise to a lien for taxes. If Borrowers fail to pay any such taxes and in the absence of any such contest by Borrowers, Lender may (but shall be under no obligation to) advance and pay any sums required to pay any such taxes and/or to secure the release of any lien therefor, and any sums so advanced by Lender shall constitute Obligations hereunder, shall be payable by Borrowers to Lender on demand, and, until paid, shall bear interest at the rate then applicable to Loans hereunder.

12.9 Intellectual Property.

Each Borrower shall maintain adequate licenses, patents, patent applications, copyrights, service marks, trademarks, trademark applications, tradestyles and trade names to continue its business as heretofore conducted by it or as hereafter conducted by it unless the failure to maintain any of the foregoing would not reasonably be expected to have a Material Adverse Effect on any Borrower.

12.10 Checking Accounts and Cash Management Services.

Unless Lender otherwise consents in writing, in order to facilitate Lender's maintenance and monitoring of the Collateral, each Borrower shall maintain, and shall cause each of its Subsidiaries to maintain its general checking/controlled disbursement account and all of its other deposit accounts with Lender. Borrowers shall be responsible for all normal charges assessed thereon. Each Borrower shall notify Lender in writing thirty (30) days prior to opening any new Deposit Account.

12.11 USA Patriot Act, Bank Secrecy Act and Office of Foreign Asset Control.

Each Borrower shall ensure, and cause each other Loan Party to ensure, that no Person who owns a controlling interest in or otherwise controls a Loan Party is or shall be (i) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (ii) a Person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders, and (b) comply, and cause each other Loan Party to comply, with all applicable Bank Secrecy Act ("BSA") and anti-money laundering laws and regulations.

SECTION 13 NEGATIVE COVENANTS.

Until payment and satisfaction in full of all Obligations (other than contingent indemnity and reimbursement Obligations for which no claim has been made, Obligations that by their terms survive termination of this Agreement and Obligations in respect of outstanding Letters of Credit that have been Cash Collateralized) and termination of this Agreement, unless Borrowers obtain Lender's prior written consent waiving or modifying any of Borrowers' covenants hereunder in any specific instance, each Borrower agrees as follows:

13.1 Guaranties.

Each Borrower shall not, and shall not permit any other Loan Party to assume, guarantee or endorse, or otherwise become liable in connection with, the indebtedness for borrowed money of any Person, except by endorsement of instruments for deposit or collection or similar transactions in the ordinary course of business.

13.2 Indebtedness.

Each Borrower shall not, and shall not permit any other Loan Party to create, incur, assume or become obligated (directly or indirectly), for any loans or other indebtedness for borrowed money other than the Loans, except that Borrowers and the other Loan Parties may (i) borrow money from a Person other than Lender on an unsecured and subordinated basis if a subordination agreement in favor of Lender and in form and substance satisfactory to Lender is executed and delivered to Lender relative thereto; (ii) maintain their present indebtedness listed on Schedule 11.14 hereto or as permitted under the Orders; and (iii) incur unsecured indebtedness to trade creditors in the ordinary course of business.

13.3 Liens.

No Borrower shall, nor shall it permit any other Loan Party to grant or permit to exist (voluntarily or involuntarily) any Lien on any of its assets, other than Permitted Liens.

13.4 Mergers, Sales, Acquisitions, Subsidiaries and Other Transactions Outside the Ordinary Course of Business.

No Borrower shall, nor shall it permit any other Loan Party to (i) enter into any merger or consolidation; (ii) change the state of any Borrower's organization or enter into any transaction which has the effect of changing any Borrower's state of organization; (iii) sell, lease or otherwise dispose of any of its assets other than Permitted Dispositions; (iv) purchase the stock, other equity interests or all or a material portion of the assets of any Person or division of such Person; or (v) except as otherwise expressly permitted by this Agreement, enter into any other transaction outside the ordinary course of any Borrower's business, including, without limitation, any purchase, redemption or retirement of any shares of any class of its stock or any other equity interest, and any issuance of any shares of, or warrants or other rights to receive or purchase any shares of, any class of its stock or any other equity interest. No Borrower shall form any Subsidiaries or enter into any joint ventures or partnerships with any other Person.

13.5 Dividends and Distributions.

No Borrower shall declare or pay any dividend or other distribution (whether in cash or in kind) on any class of its stock (if such Borrower is a corporation) or on account of any equity interest in Borrower (if such Borrower is a partnership, limited liability company or other type of entity).

13.6 Investments; Loans.

No Borrower shall nor shall it permit any other Loan Party to purchase or otherwise acquire, or contract to purchase or otherwise acquire, the obligations or stock of any Person, other than direct obligations of the United States, obligations insured by the Federal Deposit Insurance Corporation, obligations unconditionally guaranteed by the United States and obligations or stock of any other Person acquired involuntarily in connection with the satisfaction of indebtedness or other claims due or owing to

any Borrower or Loan Party (in bankruptcy of customers or suppliers or otherwise outside the ordinary course of business) or as security for any such indebtedness or claims; nor shall Borrower lend or otherwise advance funds to any Person except for advances made to employees, officers and directors for travel and other expenses arising in the ordinary course of business and loans to employees not exceeding Fifty Thousand Dollars (\$50,000) in the aggregate outstanding for all Persons at any one time.

13.7 Fundamental Changes, Line of Business.

No Borrower shall nor shall it permit any other Loan Party to (i) amend its organizational documents or change its Fiscal Year unless (w) such actions would not have a Material Adverse Effect on any Borrower; (x) such actions would not adversely affect the obligations of Borrowers or any other Loan Party to Lender; (y) such actions would not adversely affect the interpretation of any of the terms of this Agreement or the other Loan Documents and (z) Lender has received ten (10) days prior written notice of such amendment or change or (ii) enter into a new line of business materially different from any Borrower's current business.

13.8 Equipment.

No Borrower shall nor shall it permit any other Loan Party to (i) permit any Equipment constituting Collateral to become a Fixture to real property unless such real property is owned by a Borrower or such Loan Party and is subject to a mortgage in favor of Lender, or if such real estate is leased, is subject to a landlord's agreement in favor of Lender on terms reasonably acceptable to Lender, or (ii) permit any Equipment to become an accession to any other personal property unless such personal property is subject to a first priority lien in favor of Lender (other than Permitted Liens).

13.9 Affiliate Transactions.

Except as set forth on Schedule 11.9 hereto or as permitted pursuant to Section 11.3 hereof or as required or authorized by the Orders no Borrower shall conduct, permit or suffer to be conducted, transactions with Affiliates other than transactions for the purchase or sale of Inventory or services in the ordinary course of business pursuant to terms that are no less favorable to such Borrower than the terms upon which such transactions would have been made had they been made to or with a Person that is not an Affiliate.

13.10 Settling of Accounts.

No Borrower shall settle or adjust any Account identified by a Borrower as an Eligible Account or with respect to which the Account Debtor is an Affiliate without the consent of Lender, provided, that following the occurrence and during the continuance of an Event of Default, Borrowers shall not settle or adjust any Account without the consent of Lender.

13.11 Application to the Bankruptcy Court.

Borrowers shall not apply to the Bankruptcy Court for authority to (a) except as provided in the Orders, take any action that is prohibited by the terms of this Agreement or any of the other Loan Documents, (b) except as provided in the Orders, refrain from taking any action that is required to be taken by the terms of this Agreement or any of the other Loan Documents or (c) permit any indebtedness or claim to be pari passu with or senior to any of the Obligations, except as provided in this Agreement and the Orders.

13.12 Modifications to Orders.

Borrowers shall not consent to any amendment, supplement, extension or other modification of any of the terms or provisions contained in, or applicable to, the Orders, without Lender's prior written consent.

SECTION 14 FINANCIAL COVENANTS.

Borrowers shall comply with each of the financial covenants set forth below:

14.1 Compliance with DIP Budget.

(a) Borrowers shall not expend any funds or monies for any purpose other than those line items set forth in the DIP Budget. Borrowers' actual cash payments (as verified by bank account records) for any measurement period covered by the DIP Budget set forth in (c) below may not exceed the budgeted amount (both as to individual line items and as to total disbursements) through the conclusion of such measurement period set forth in (c) below, plus, the applicable variance set forth in (d) below.

(b) Borrowers shall comply with the cash receipt projections set forth in the Budget for any measurement period covered by the Budget set forth in (c) below and verified by the actual amounts of cash posted to the Lockbox Account.

(c) Compliance with the DIP Budget shall be measured on a weekly basis.

(d) During any weekly period covered by the DIP Budget there will be a permitted variance to the DIP Budget amounts for line item disbursements of ten percent for any single line item contained in the DIP Budget and for any monthly period covered by the DIP Budget there shall be a permitted variance to DIP Budget amounts for line item disbursements of five percent for any single line item contained in the DIP Budget. Except as provided above, there shall be no other variance to the DIP Budget.

SECTION 15 DEFAULT.

The occurrence of any one or more of the following events shall constitute an "Event of Default" by Borrowers hereunder:

15.1 Payment.

The failure of any Loan Party to pay when due, declared due, or demanded by Lender, any of the Obligations.

15.2 Breach of this Agreement and the other Loan Documents.

The failure of any Loan Party to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of such Loan Party under this Agreement, any Order or any of the other Loan Documents; provided that any such failure by Borrowers under subsections 12.2.1, 12.2.4, 12.2.5, 12.2.6, 12.3 and 12.8 of this Agreement shall not constitute an Event of Default hereunder until the fifteenth (15th) day following the occurrence thereof.

15.3 Breaches of Other Obligations.

The failure of any Loan Party to perform, keep or observe (after any applicable notice and cure period) any of the covenants, conditions, promises, agreements or obligations of such Loan Party under any agreement (other than a Loan Document) with any Person if such failure might have a Material Adverse Effect on such Loan Party.

15.4 Breach of Representations and Warranties.

The making or furnishing by any Loan Party to Lender of any representation, warranty, certificate, schedule, report or other written communication within or in connection with this Agreement or the other Loan Documents, which is untrue or misleading in any material respect as of the date made.

15.5 Loss of Collateral.

The loss, theft, damage or destruction of any of the Collateral in an amount in excess of \$100,000 in the aggregate for all such events during any Fiscal Year as determined by Lender in its sole discretion determined in good faith, or (except as permitted hereby) sale, lease or furnishing under a contract of service of, any of the Collateral.

15.6 Levy, Seizure or Attachment.

The making or any attempt by any Person to make any levy, seizure or attachment upon any of the Collateral.

15.7 Bankruptcy Defaults.

The occurrence of any of the following in any Chapter 11 Case:

(a) Except for actions required by either Order or any Loan Document, any Borrower shall take any material action in the Chapter 11 Cases that is adverse to the Lender or its interests in the prepetition Collateral;

(b) failure by the Borrowers to file with the Bankruptcy Court the Bid Procedures Motion by August 12, 2013;

(c) failure by the Borrowers to obtain an order of the Bankruptcy Court, in form and substance satisfactory to the Lender, approving the Bid Procedures Motion by September 15, 2013;

(d) failure by the Borrowers to obtain an order of the Bankruptcy Court, in form and substance reasonably acceptable to the Lender, approving the sale or other disposition of all or substantially all of the Loan Parties' assets by October 31, 2013;

(e) failure by the Borrowers to consummate the sale or other disposition of all or substantially all of the Debtors' assets on or before November 15, 2013;

(f) any of the Chapter 11 Cases are dismissed or converted to a chapter 7 case, or a chapter 11 trustee, a responsible officer, or an examiner with enlarged powers (beyond those set forth in sections 1106(a) and (b) of the Bankruptcy Code) under section 1106(b) of the Bankruptcy Code relating to the operation of the Borrowers' business is appointed in any of the Chapter 11 Cases;

(g) the Bankruptcy Court enters an order granting relief from the automatic stay to the holder or holders of any security interest to permit an exercise of remedies with respect to any of the Debtors' assets with a combined fair market value in excess of \$100,000 (unless the Lender has consented to such relief or such relief consists solely of insurance proceeds payable to such creditor);

(h) an order is entered reversing, amending, supplementing, staying, vacating or otherwise modifying the Orders without the consent of the Lender;

(i) the Borrowers create, incur or suffer to exist any post-petition liens or security interests other than: (i) those granted or authorized pursuant to the Orders, and (ii) any other liens or security interests that the Borrowers are permitted to create, incur or suffer to exist under the Existing Credit Agreement or under the Loan Documents;

(j) the filing by the Borrowers of any motion, application or adversary proceeding challenging the validity, enforceability, perfection or priority of the liens securing the Existing Obligations or asserting any claim or cause of action against and/or with respect to the Existing Obligations, the liens securing the Existing Obligations, or the Lender or any of its affiliates, agents, attorneys, financial advisors, officers, managers, directors or employees (or if the Borrowers support any such motion, application or adversary proceeding commenced by any third party);

(k) the Bankruptcy Court enters an order terminating the Borrowers' exclusive period to file a plan of reorganization;

(l) the Borrowers file, or support the filing by a third party of, any plan of reorganization or liquidation that is not acceptable to the Lender (other than a plan that contains a provision for the payment in full in cash of (A) all Obligations (other than inchoate Obligations, other Obligations that by their terms survive termination of this Agreement and Obligations in respect of outstanding Letters of Credit that have been Cash Collateralized) under the Loan Documents and (B) all Existing Obligations (other than inchoate Obligations, other Obligations that by their terms survive termination of the Existing Credit Agreement and Obligations in respect of outstanding Letters of Credit that have been Cash Collateralized) under the Existing Credit Agreement on or before the effective date of such plan upon entry thereof);

(m) any misrepresentation of a material fact (it being agreed the projections, forecasts or budgets, including, without limitation, the DIP Budget, do not constitute facts) made after the Petition Date by the Borrowers to the Lender about (i) the financial condition of the Borrowers, (ii) the nature, extent or location of any Collateral, or (iii) the disposition or use of any Collateral, including cash Collateral; or

(n) without the consent of the Lender, the Borrowers file, or support the filing of, a motion seeking the authority for the Borrowers to abandon any of the Collateral pursuant to section 554 of the Bankruptcy Code or otherwise.

15.8 Criminal Proceedings.

The institution in any court of a criminal proceeding against any Loan Party which would have a Material Adverse Effect on such Loan Party.

15.9 Change of Control.

The failure of SNHC to own and have voting control of at least one hundred percent (100%) of the issued and outstanding voting equity interest of any Borrower.

SECTION 16 REMEDIES UPON AN EVENT OF DEFAULT.

16.1 Acceleration

Upon the occurrence and during the continuance of an Event of Default described in Section 15.7 hereof, subject to the Orders, all of the Obligations shall immediately and automatically become due and payable, without notice of any kind. Upon the occurrence of any other Event of Default, subject to the Orders, the Obligations may, at the option of Lender, in whole or in part at Lender's sole discretion, and without demand, notice or legal process of any kind, be declared, and immediately shall become, due and payable.

16.2 Other Remedies.

Upon the occurrence and during the continuance of an Event of Default, Lender may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code and any other applicable law in addition to, and not in lieu of, any rights and remedies expressly granted in this Agreement or in any of the other Loan Documents and all of Lender's rights and remedies shall be cumulative and non-exclusive to the extent permitted by law. In particular, but not by way of limitation of the foregoing, Lender may, without notice, demand or legal process of any kind, take possession of any or all of the Collateral (in addition to Collateral of which it already has possession), wherever it may be found, and, subject to compliance with the terms of any lease and any landlord access agreement, for that purpose may pursue the same wherever it may be found, and, subject to compliance with the terms of any applicable lease and any landlord access agreement, may enter onto any of Borrowers' premises where any of the Collateral may be, and search for, take possession of, remove, keep and store any of the Collateral until the same shall be sold or otherwise disposed of, and Lender shall have the right to store the same at any of Borrowers' premises without cost to Lender. At Lender's request, each Borrower shall, at Borrowers' expense, assemble the Collateral and make it available to Lender at one or more places to be designated by Lender and reasonably convenient to Lender and Borrowers. Borrowers recognize that if any Borrower fails to perform, observe or discharge any of its Obligations under this Agreement or the other Loan Documents, no remedy at law will provide adequate relief to Lender, and agrees that Lender shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving actual damages. Any notification of intended disposition of any of the Collateral required by law will be deemed to be a reasonable authenticated notification of disposition if given at least ten (10) days prior to such disposition and such notice shall (i) describe Lender and Borrowers, (ii) describe the Collateral that is the subject of the intended disposition, (iii) state the method of the intended disposition, (iv) state that Borrowers are entitled to an accounting of the Obligations and state the charge, if any, for an accounting and (v) state the time and place of any public disposition or the time after which any private sale is to be made. Lender may disclaim any warranties that might arise in connection with the sale, lease or other disposition of the Collateral and has no obligation to provide any warranties at such time. Any Proceeds of any disposition by Lender of any of the Collateral may be applied by Lender, subject to the Carve-Out, except as otherwise limited by this Agreement, to the payment of expenses in connection with the Collateral, including, without limitation, legal expenses and reasonable attorneys' fees, and any balance of such Proceeds and all other payments received by Lender during the continuance of an Event of Default may be applied by Lender toward the payment of such of the Obligations, and in such order of application, as Lender may from time to time elect.

SECTION 17 CONDITIONS PRECEDENT.

17.1 Conditions to Initial Loans.

The obligation of Lender to fund the Loans and to issue or cause to be issued the initial Letter of Credit, is subject to the satisfaction or waiver of the following conditions precedent (and the date on which all such conditions precedent have been satisfied and the initial Loans are advanced by Lender is called the "Closing Date"):

(a) Lender shall have received each of the agreements, reports, approvals, consents, certificates and other documents set forth on the closing document list attached hereto as Schedule 17.1 (the "Closing Document List") in each case in form and substance satisfactory to Lender;

(b) Lender shall have received payment in full of all fees and expenses payable to it by Borrowers or any other Person pursuant to this Agreement or the Interim Order, on or before disbursement of the initial Loans hereunder; and

(c) The Interim Order shall have been entered by the Bankruptcy Court.

17.2 Conditions to All Loans.

Lender shall not be obligated to fund any Loans or arrange for the issuance of any Letters of Credit, unless the following conditions are satisfied:

(a) No Event of Default shall exist at the time of or result from such funding, issuance or grant;

(b) The representations and warranties of each Loan Party in this Agreement and the other Loan Documents shall be true and correct as of the date, and after giving effect to such funding or issuance (except for representations and warranties that expressly relate to an earlier date which must be true and correct as of such earlier date); and

(c) No event shall have occurred or circumstances exist that has or could reasonably be expected to have a Material Adverse Effect.

Each request (or deemed request) by Borrowers for funding of a Loan or issuance of a Letter of Credit shall constitute a representation by Borrowers that the foregoing conditions in this Section 17.2 are satisfied on the date of such request and on the date of such funding, issuance or grant.

SECTION 18 MISCELLANEOUS.

18.1 Assignments; Participations.

18.1.1 Assignments. (a) Lender may at any time assign to one or more entities that (i) is an accredited investor as such term is used in Regulation D made under the Securities Act of 1933, as amended and (ii) except following the occurrence and during the continuation of an Event of Default, is not a direct competitor of any Loan Party (any such Person meeting such criteria, an "Assignee") all or any portion of its Loans and Revolving Loan Commitment, without consent of Borrowers.

(b) From and after the date on which the conditions described above have been met, (i) such Assignee shall be deemed automatically to have become a party hereto and, to the extent that rights and

obligations hereunder have been assigned to such Assignee pursuant to an assignment agreement between Lender and the Assignee, shall have the rights and obligations of Lender hereunder and (ii) Lender, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment Agreement, shall be released from its rights (other than its indemnification rights) and obligations hereunder. Upon the request of the Assignee (and, as applicable, Lender) pursuant to an effective assignment agreement, Borrowers shall execute and deliver to the Assignee (and, as applicable, Lender) a note in the principal amount of the Assignee's pro rata share of the Revolving Commitment (and, as applicable, a note in the principal amount of the pro rata share of the Revolving Commitment retained by Lender plus the principal amount of the Term Loan retained by Lender). Each such note shall be dated the effective date of such assignment. Upon receipt by Lender of such note, Lender shall return to Borrower any prior note held by it.

(c) Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release Lender from any of its obligations hereunder or under any other Loan Document or substitute any such pledgee or assignee for Lender as a party hereto.

18.1.2 Participations. Lender may at any time sell to one or more Persons participating interests in its Loans, Revolving Loan Commitment or other interests hereunder (any such Person, a "**Participant**"). In the event of a sale by Lender of a participating interest to a Participant, (a) Lender's obligations hereunder shall remain unchanged for all purposes, (b) Borrowers shall continue to deal solely and directly with Lender in connection with Lender's rights and obligations hereunder and (c) all amounts payable by Borrowers shall be determined as if Lender had not sold such participation and shall be paid directly to Lender. Borrowers agree that if amounts outstanding under this Agreement are due and payable (as a result of acceleration or otherwise), each Participant shall be deemed to have the right of set-off in respect of its participating interest in amounts owing under this Agreement 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 Lender under this Agreement; provided that such right of set-off shall be subject to the obligation of each Participant to share with Lender, and Lender agrees to share with each Participant, on a pro rata basis. Borrowers also agree that each Participant shall be entitled to the benefits of Section 4.2 or 4.4 as if it were Lender (provided that on the date of the participation no Participant shall be entitled to any greater compensation pursuant to Section 4.2 or 4.4 than would have been paid to Lender on such date if no participation had been sold).

18.2 Customer Identification - USA Patriot Act Notice

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

18.3 Indemnification by Borrowers:

IN CONSIDERATION OF THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY LENDER AND THE AGREEMENT TO EXTEND THE COMMITMENT PROVIDED HEREUNDER, EACH BORROWER (TO THE EXTENT PROVIDED OR AUTHORIZED IN THE ORDERS) HEREBY AGREES TO INDEMNIFY, EXONERATE AND HOLD LENDER AND

EACH OF THE OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS OF 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 ATTORNEY COSTS (COLLECTIVELY, THE "INDEMNIFIED LIABILITIES"), INCURRED BY LENDER PARTIES OR ANY OF THEM AS A RESULT OF, OR ARISING OUT OF, OR RELATING TO (A) [RESERVED], (B) THE USE, HANDLING, RELEASE, EMISSION, DISCHARGE, TRANSPORTATION, STORAGE, TREATMENT OR DISPOSAL OF ANY HAZARDOUS MATERIAL AT ANY PROPERTY OWNED OR LEASED BY ANY LOAN PARTY, (C) 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, (D) THE INVESTIGATION, CLEANUP OR REMEDIATION OF OFFSITE LOCATIONS AT WHICH ANY LOAN PARTY OR THEIR RESPECTIVE PREDECESSORS ARE ALLEGED TO HAVE DIRECTLY OR INDIRECTLY DISPOSED OF HAZARDOUS MATERIALS OR (E) THE EXECUTION, DELIVERY, PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT BY ANY OF LENDER PARTIES, EXCEPT FOR ANY SUCH INDEMNIFIED LIABILITIES ARISING ON ACCOUNT OF THE APPLICABLE LENDER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS DETERMINED BY A FINAL, NONAPPEALABLE JUDGMENT BY A COURT OF COMPETENT JURISDICTION. IF AND TO THE EXTENT THAT THE FOREGOING UNDERTAKING MAY BE UNENFORCEABLE FOR ANY REASON, EACH BORROWER HEREBY AGREES TO MAKE THE MAXIMUM CONTRIBUTION TO THE PAYMENT AND SATISFACTION OF EACH OF THE INDEMNIFIED LIABILITIES WHICH IS PERMISSIBLE UNDER APPLICABLE LAW. ALL OBLIGATIONS PROVIDED FOR IN THIS SECTION 18.3 SHALL SURVIVE REPAYMENT OF THE LOANS, CANCELLATION OF THE NOTES, 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 AND TERMINATION OF THIS AGREEMENT.

18.4 Notice.

All written notices and other written communications with respect to this Agreement shall be sent by ordinary, certified or overnight mail, by telecopy or delivered in person, and in the case of Lender shall be sent to it at 120 South LaSalle Street, Suite 200, Chicago, Illinois 60603, attention: Rick Pierce, facsimile number: (312) 564-6888, and in the case of Borrowers shall be sent to Borrowers at their principal place of business set forth on Schedule 11.2 hereto or as otherwise directed by Borrower Representative in writing. All notices shall be deemed received upon actual receipt thereof or refusal of delivery.

18.5 Modification and Benefit of Agreement.

This Agreement and the other Loan Documents may not be modified, altered or amended except by an agreement in writing signed by Borrower or such other Person who is a party to such other Loan Document and Lender.

18.6 Headings of Subdivisions.

The headings of subdivisions in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the provisions of this Agreement.

18.7 Power of Attorney.

Each Borrower acknowledges and agrees that its appointment of Lender as its attorney and agent-in-fact for the purposes specified in this Agreement is an appointment coupled with an interest and shall be irrevocable until all of the Obligations (other than contingent indemnity and reimbursement Obligations for which no claim has been made, other Obligations that by their terms survive termination of this Agreement and obligations in respect of outstanding Letters of Credit that have been Cash Collateralized) are satisfied and paid in full and this Agreement is terminated.

18.8 Confidentiality.

Lender hereby agrees to use commercially reasonable efforts to assure that any and all information relating to any Borrower which is (i) furnished by any Borrower to Lender (or to any Affiliate of Lender); and (ii) non-public, confidential or proprietary in nature, shall be kept confidential by Lender or such Affiliate in accordance with applicable law; provided, however, that such information and other credit information relating to any Borrower may be distributed by Lender or such Affiliate to Lender's or such Affiliate's directors, managers, officers, employees, attorneys, Affiliates, assignees, participants, auditors, agents and regulators, and upon the order of a court or other governmental agency having jurisdiction over Lender or such Affiliate, to any other party. In addition, such information and other credit information may be distributed by Lender to potential participants or assignees of any portion of the Obligations, provided, that such potential participant or assignee agrees in writing to follow the confidentiality requirements set forth herein. Each Borrower and Lender further agree that this provision shall survive the termination of this Agreement. Notwithstanding the foregoing, Borrowers hereby consent to Lender publishing a tombstone or similar advertising material relating to the financing transaction contemplated by this Agreement.

18.9 Counterparts.

This Agreement, any of the other Loan Documents, and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which counterparts together shall constitute but one agreement.

18.10 Electronic Submissions.

Upon not less than thirty (30) days' prior written notice (the "**Approved Electronic Form Notice**"), Lender may permit or require that any of the documents, certificates, forms, deliveries or other communications, authorized, required or contemplated by this Agreement or the other Loan Documents, be submitted to Lender in Approved Electronic Form (as hereafter defined), subject to any reasonable terms, conditions and requirements in the applicable Approved Electronic Forms Notice. For purposes hereof, "**Electronic Form**" means e-mail, e-mail attachments, data submitted on web-based forms or any other communication method that delivers machine readable data or information to Lender, and "**Approved Electronic Form**" means an Electronic Form that has been approved in writing by Lender (which approval has not been revoked or modified by Lender) and sent to Borrower in an Approved Electronic Form Notice. Except as otherwise specifically provided in the applicable Approved Electronic Form Notice, any submissions made in an applicable Approved Electronic Form shall have the same force and effect that the same submissions would have had if they had been submitted in any other applicable form authorized, required or contemplated by this Agreement or the other Loan Documents.

18.11 Waiver of Jury Trial: Other Waivers.

(a) **EACH BORROWER AND LENDER EACH HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, ANY OF THE OTHER LOAN DOCUMENTS, THE OBLIGATIONS, THE COLLATERAL, ANY ALLEGED TORTIOUS CONDUCT BY ANY BORROWER OR LENDER OR WHICH, IN ANY WAY, DIRECTLY OR INDIRECTLY, ARISES OUT OF OR RELATES TO THE RELATIONSHIP BETWEEN BORROWER AND LENDER. IN NO EVENT SHALL LENDER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.**

(b) Each Borrower hereby waives, to the maximum extent permitted by law, demand, presentment, protest and notice of nonpayment, and further waives the benefit of all valuation, appraisal and exemption laws.

(c) Each Borrower hereby waives, to the maximum extent permitted by law, the benefit of any law that would otherwise restrict or limit Lender or any Affiliate of Lender in the exercise of its right, which is hereby acknowledged and agreed to, to set-off against the Obligations, without notice at any time hereafter, any indebtedness, matured or unmatured, owing by Lender or such Affiliate of Lender to any Borrower, including, without limitation any Deposit Account at Lender or such Affiliate.

(d) **EACH BORROWER HEREBY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL RIGHTS TO NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY LENDER OF ITS RIGHTS TO REPOSSESS THE COLLATERAL OF BORROWER WITHOUT JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON SUCH COLLATERAL, PROVIDED THAT IN THE EVENT THAT LENDER SEEKS TO ENFORCE ITS RIGHTS HEREUNDER BY JUDICIAL PROCESS OR SELF HELP, LENDER SHALL PROVIDE BORROWERS WITH SUCH NOTICES AS ARE REQUIRED BY LAW.**

Lender's failure, at any time or times hereafter, to require strict performance by any Borrower of any provision of this Agreement or any of the other Loan Documents shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default under this Agreement or any default under any of the other Loan Documents shall not suspend, waive or affect any other Event of Default under this Agreement or any other default under any of the other Loan Documents, whether the same is prior or subsequent thereto and whether of the same or of a different kind or character. No delay on the part of Lender in the exercise of any right or remedy under this Agreement or any other loan Document shall preclude other or further exercise thereof or the exercise of any right or remedy. None of the undertakings, agreements, warranties, covenants and representations of any Borrower contained in this Agreement or any of the other Loan Documents and no Event of Default under this Agreement or default under any of the other Loan Documents shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing, signed by a duly authorized officer of Lender and directed to Borrowers specifying such suspension or waiver.

18.12 Choice of Governing Laws; Construction; Forum Selection.

This Agreement and the other Loan Documents are submitted by Borrowers to Lender for Lender's acceptance or rejection at Lender's principal place of business as an offer by Borrowers to borrow monies from Lender now and from time to time hereafter, and shall not be binding upon Lender or become effective until accepted by Lender, in writing, at said place of business. If so accepted by

Lender, this Agreement and the other Loan Documents shall be deemed to have been made at said place of business. **EXCEPT TO THE EXTENT SUPERCEDED BY THE BANKRUPTCY CODE, THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS AS TO INTERPRETATION, ENFORCEMENT, VALIDITY, CONSTRUCTION, EFFECT, AND IN ALL OTHER RESPECTS, INCLUDING, WITHOUT LIMITATION, THE LEGALITY OF THE INTEREST RATE AND OTHER CHARGES, BUT EXCLUDING PERFECTION OF THE SECURITY INTERESTS IN COLLATERAL LOCATED OUTSIDE OF THE STATE OF ILLINOIS, WHICH SHALL BE GOVERNED AND CONTROLLED BY THE LAWS OF THE RELEVANT JURISDICTION IN WHICH SUCH COLLATERAL IS LOCATED.** If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or remaining provisions of this Agreement.

To induce Lender to accept this Agreement, Borrowers irrevocably agree that, subject to Lender's sole and absolute election, **ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE COLLATERAL SHALL BE LITIGATED IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE OR, IF SUCH COURT NO LONGER HAS JURISDICTION, COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. BORROWERS HEREBY WAIVE PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREE THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON BORROWERS BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO BORROWERS AT THE ADDRESS SET FORTH FOR NOTICE IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED. BORROWERS HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST ANY BORROWER BY LENDER IN ACCORDANCE WITH THIS SECTION.**

SECTION 19 NONLIABILITY OF LENDER

The relationship between Borrowers on the one hand and Lender on the other hand shall be solely that of borrower and lender. Lender has no fiduciary relationship with or duty to any Loan Party arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Loan Parties, on the one hand, and Lender, on the other hand, in connection herewith or therewith is solely that of debtor and creditor. Lender undertakes no responsibility to any Loan Party to review or inform any Loan Party of any matter in connection with any phase of any Loan Party's business or operations. Borrowers agree, on behalf of themselves and each other Loan Party, that Lender shall have no liability to any Loan Party (whether sounding in tort, contract or otherwise) for losses suffered by any Loan Party in connection with, arising out of, or in any way related to the transactions contemplated and the relationship established by the Loan Documents, or any act, omission or event occurring in connection therewith, unless it is determined in a final non-appealable judgment by a court of competent jurisdiction that such losses resulted from the gross negligence or willful misconduct of the party from which recovery is sought. **NO LENDER PARTY SHALL BE LIABLE FOR ANY DAMAGES ARISING FROM THE USE BY OTHERS OF ANY INFORMATION OR OTHER MATERIALS OBTAINED THROUGH INTRALINKS OR OTHER SIMILAR INFORMATION TRANSMISSION SYSTEMS IN CONNECTION WITH THIS AGREEMENT, NOR SHALL ANY LENDER PARTY HAVE ANY LIABILITY WITH RESPECT TO, AND BORROWERS ON BEHALF OF THEMSELVES AND EACH OTHER LOAN PARTY, HEREBY WAIVE, RELEASE AND AGREE NOT TO SUE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY,**

INDIRECT OR CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ARISING OUT OF THEIR ACTIVITIES IN CONNECTION HEREWITH OR THEREWITH (WHETHER BEFORE OR AFTER THE CLOSING DATE). Borrowers acknowledge that they have been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party. No joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Loan Parties and Lender.

SECTION 20 BORROWER REPRESENTATIVE

(a) Each Borrower hereby irrevocably appoints and constitutes the Borrower Representative as its agent to request and receive the proceeds of advances in respect of the Loans (and to otherwise act on behalf of such Borrower pursuant to this Agreement and the other Loan Documents) from Lender in the name or on behalf of each such Borrower. Lender may disburse such proceeds to the bank account of Borrower Representative (or any one or more of the Borrowers) without notice to any other Borrower or any other Person.

(b) Each Borrower hereby irrevocably appoints and constitutes the Borrower Representative as its agent to (i) receive statements of account and all other notices from Lender with respect to the Obligations or otherwise under or in connection with this Agreement and the other Loan Documents, (ii) execute and deliver Notices of Borrowing, Compliance Certificates and all other notices, certificates and documents to be executed and/or delivered by any Borrower under this Agreement or the other Loan Documents; and (iii) otherwise act on behalf of such Borrower pursuant to this Agreement and the other Loan Documents.

(c) The authorizations contained in this Section 20 are coupled with an interest and shall be irrevocable, and Lender may rely on any notice, request, information supplied by the Borrower Representative, every document executed by the Borrower Representative, every agreement made by the Borrower Representative or other action taken by the Borrower Representative in respect of any Borrower as if the same were supplied, made or taken by such Borrower. Without limiting the generality of the foregoing, the failure of one or more Borrowers to join in the execution of any writing in connection herewith shall not relieve any Borrower from obligations in respect of such writing.

(d) No purported termination of the appointment of Borrower Representative as agent shall be effective without the prior written consent of Lender.

SECTION 21 JOINT AND SEVERAL LIABILITY

(a) Notwithstanding anything to the contrary contained herein, all Obligations of each Borrower hereunder shall be joint and several obligations of Borrowers.

(b) Notwithstanding any provisions of this Agreement to the contrary, it is intended that the joint and several nature of the Obligations of Borrowers and the liens and security interests granted by Borrowers to secure the Obligations, not constitute a "Fraudulent Conveyance" (as defined below). Consequently, Lender and Borrowers agree that if the Obligations of a Borrower, or any liens or security interests granted by such Borrower securing the Obligations would, but for the application of this sentence, constitute a Fraudulent Conveyance, the Obligations of such Borrower and the liens and security interests securing such Obligations shall be valid and enforceable only to the maximum extent that would not cause such Obligations or such lien or security interest to constitute a Fraudulent Conveyance, and the Obligations of such Borrower and this Agreement shall automatically be deemed to have been amended accordingly. For purposes hereof, "Fraudulent Conveyance" means a fraudulent

conveyance under Section 548 of the Bankruptcy Code or a fraudulent conveyance or fraudulent transfer under the applicable provisions of any fraudulent conveyance or fraudulent transfer law or similar law of any state, nation or other governmental unit, as in effect from time to time.

(c) Each Borrower assumes responsibility for keeping itself informed of the financial condition of the each other Borrower, and any and all endorsers and/or guarantors of any instrument or document evidencing all or any part of such other Borrower's Obligations and of all other circumstances bearing upon the risk of nonpayment by such other Borrowers of their Obligations and each Borrower agrees that Lender shall not have any duty to advise such Borrower of information known to Lender regarding such condition or any such circumstances or to undertake any investigation not a part of its regular business routine. If Lender, in its sole discretion, undertakes at any time or from time to time to provide any such information to a Borrower, Lender shall not be under any obligation to update any such information or to provide any such information to such Borrower on any subsequent occasion.

(d) Lender is hereby authorized, without notice or demand and without affecting the liability of a Borrower hereunder, to, at any time and from time to time, (i) renew, extend, accelerate or otherwise change the time for payment of, or other terms relating to another Borrower's Obligations or otherwise modify, amend or change the terms of any promissory note or other agreement, document or instrument now or hereafter executed by a Borrower and delivered to Lender; (ii) accept partial payments on a Borrower's Obligations; (iii) take and hold security or collateral for the payment of another Borrower's Obligations hereunder or for the payment of any guaranties of another Borrower's Obligations or other liabilities of another Borrower and exchange, enforce, waive and release any such security or collateral; (iv) apply such security or collateral and direct the order or manner of sale thereof as Lender, in its sole discretion, may determine; and (v) settle, release, compromise, collect or otherwise liquidate a Borrower's Obligations and any security or collateral therefor in any manner, without affecting or impairing the obligations of the other Borrowers. Lender shall have the exclusive right to determine the time and manner of application of any payments or credits, whether received from a Borrower or any other source, and such determination shall be binding on such Borrower. All such payments and credits may be applied, reversed and reapplied, in whole or in part, to any of a Borrower's Obligations as Lender shall determine in its sole discretion without affecting the validity or enforceability of the Obligations of the other Borrowers.

(e) Each Borrower hereby agrees that, except as hereinafter provided, its obligations hereunder shall be unconditional, irrespective of (i) the absence of any attempt to collect a Borrower's Obligations from any Borrower or any guarantor or other action to enforce the same; (ii) the waiver or consent by Lender with respect to any provision of any instrument evidencing Borrowers' Obligations, or any part thereof, or any other agreement heretofore, now or hereafter executed by a Borrower and delivered to Lender; (iii) failure by Lender to take any steps to perfect and maintain its security interest in, or to preserve its rights to, any security or collateral for Borrowers' Obligations; or (iv) any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor (other than the payment in full of the Obligations, other than contingent indemnification and reimbursement Obligations for which no claim has been made, Obligations that by their terms survive termination of this Agreement and Obligations in respect of outstanding Letters of Credit that are Cash Collateralized).

(f) Until such time as all Obligations (other than contingent indemnification and reimbursement Obligations for which no claim has been made, Obligations that by their terms survive termination of this Agreement and Obligations in respect of outstanding Letters of Credit that are Cash Collateralized) have been paid in full and this Agreement is terminated, no payment made by or for the account of a Borrower including, without limitations, (i) a payment made by such Borrower on behalf of another Borrower's Obligations or (ii) a payment made by any other Person under any guaranty, shall entitle such Borrower, by subrogation or otherwise, to any payment from such other Borrower or Person or from or out of such other Borrower's or Person's property and such Borrower shall not exercise any right or remedy against such other Borrower or Person or any property of such other Borrower or Person by reason of any performance of such Borrower of its joint and several obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

THE SECURITY NETWORK HOLDINGS
CORP.

THE PRIVATEBANK AND TRUST COMPANY

By Howard L. Kaplan
Title President

By _____
Title _____

IPC INTERNATIONAL CORPORATION


By Howard L. Kaplan
Title President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

THE SECURITY NETWORK HOLDINGS
CORP.

By _____
Title _____

THE PRIVATEBANK AND TRUST COMPANY

By 
Title Managing Director

IPC INTERNATIONAL CORPORATION

By _____
Title _____

8/9/2013 1:02 PM

EXHIBIT I

DIP Order Budget

Security Network Holdings

DIP Budget Summary
Weekly Cash Flow Forecast - For Weeks Ended 8/6/13 through 11/1/13
(000s)

Period Ending	8/9/13	8/16/13	8/23/13	8/30/13	9/6/13	9/13/13	9/20/13	9/27/13	10/4/13	10/11/13	10/18/13	10/25/13	11/1/13	Total
Beginning Revolver	9,987.9	8,011.6	8,921.2	7,793.9	7,332.4	7,822.9	8,953.3	7,762.7	7,758.3	7,745.3	9,014.3	7,300.6	8,424.2	6,687.8
Cash Inflow	1,026.1	1,999.7	3,615.3	3,177.0	1,921.6	1,599.7	3,479.3	2,811.9	2,460.4	1,405.9	3,303.5	2,987.6	3,163.3	32,951.1
Total Cash Receipts	1,026.1	1,999.7	3,615.3	3,177.0	1,921.6	1,599.7	3,479.3	2,811.9	2,460.4	1,405.9	3,303.5	2,987.6	3,163.3	32,951.1
Cash Outflow (1)	1,847.2	304.5	791.3	2,530.0	2,123.6	2,730.1	1,925.5	2,775.2	2,240.0	2,674.9	1,599.9	3,821.1	2,175.6	27,528.8
Total Operating Cash Outflow	1,847.2	304.5	791.3	2,530.0	2,123.6	2,730.1	1,925.5	2,775.2	2,240.0	2,674.9	1,599.9	3,821.1	2,175.6	27,528.8
Net Cash From Operations	(821.1)	1,695.1	2,824.0	647.0	(202.0)	(1,130.4)	1,553.8	36.6	220.4	(1,269.0)	1,713.7	(833.5)	987.8	5,422.3
Non-Operating Cash Expenditures (1)														
Adequate Protection/ Pre-petition Taxes (2)	246.0	2,574.7	1,646.8	185.4	96.2	-	63.2	32.2	-	-	-	-	95.7	4,840.3
Restructuring Expenses	250.0	30.0	50.0	-	-	-	375.0	-	-	-	-	355.0	-	1,060.0
Deferred Professional Fees	-	-	-	-	-	-	(75.0)	-	-	-	-	(65.0)	-	(140.0)
Pre-Petition Interest	6.7	-	-	-	17.9	-	-	-	-	-	-	-	-	24.6
Post-Petition Interest	-	-	-	-	49.3	-	-	-	82.4	-	-	-	67.5	199.3
Pre-Petition Vehicle Leases	-	-	-	-	33.3	-	-	-	-	-	-	-	-	33.3
Post-Petition Vehicle Leases	-	-	-	-	91.7	-	-	-	125.0	-	-	-	125.0	341.7
Non-operating expenses subtotal	502.7	2,604.7	1,696.8	185.4	288.5	-	363.2	32.2	207.4	-	-	280.0	285.2	6,459.2
Change in Revolver	(1,323.9)	(908.5)	1,127.2	461.6	(480.5)	(1,130.4)	1,190.6	4.4	13.0	(1,269.0)	1,713.7	(1,123.5)	699.5	(1,036.9)
Ending Revolver	8,011.6	8,921.2	7,793.9	7,332.4	7,822.9	8,953.3	7,762.7	7,758.3	7,745.3	9,014.3	7,300.6	8,424.2	7,724.6	7,724.6
Sales														
IPC	2,695.4	2,388.7	2,388.7	2,388.7	2,695.4	2,388.7	2,388.7	2,388.7	2,695.4	2,388.7	2,388.7	2,388.7	2,388.7	31,973.3
Uniformity	28.5	28.5	28.5	28.5	28.5	28.5	28.5	28.5	28.5	28.5	28.5	28.5	28.5	370.0
Total Net Sales	2,723.9	2,417.2	2,417.2	2,417.2	2,723.9	2,417.2	2,417.2	2,417.2	2,723.9	2,417.2	2,417.2	2,417.2	2,417.2	32,343.3

Footnotes:

1) Total Disbursements can be broken into the following categories:

Payroll	1,258.0	2,459.7	1,347.9	2,491.2	1,347.0	2,452.8	1,341.0	2,452.8	1,389.1	2,458.4	1,343.3	2,503.4	1,337.8	24,192.3
Insurance	79.1	220.2	622.1	40.6	455.8	153.8	101.8	40.6	455.8	92.9	40.6	770.5	455.8	3,528.7
Rent	106.0	-	-	-	105.0	-	-	-	105.0	-	-	-	-	-
Other Payables	881.9	219.3	518.1	183.6	410.4	123.6	845.9	314.0	388.4	123.6	205.9	837.3	575.9	314.9
Interest	28.0	-	-	-	67.3	-	-	-	82.4	-	-	-	67.5	5,627.9
Principal	-	-	-	-	26.7	-	-	-	26.7	-	-	-	26.7	243.2
Total Disbursements	2,349.9	2,909.2	2,488.1	2,715.4	2,412.1	2,730.1	2,288.7	2,807.4	2,447.4	2,674.9	1,588.9	4,111.1	2,483.8	33,986.0

2) Pre-petition Payroll / Taxes include the following (post-petition represents split-payments):

	Pre-Petition	Post-Petition	Total
Payroll	4,204.2	3,943.2	8,147.4
Unemployment Taxes	320.7	130.0	450.7
Sales Taxes	415.3	274.4	689.7
Total	4,940.3	4,347.6	9,287.9

EXHIBIT A – COMPLIANCE CERTIFICATE

Attached to and made a part of that certain Post Petition Loan and Security Agreement, as it may be amended in accordance with its terms from time to time, including all exhibits attached thereto (the "Agreement") dated as of August 13, 2013 between THE SECURITY NETWORK HOLDINGS CORP., IPC INTERNATIONAL CORPORATION ("Borrowers") and THE PRIVATEBANK AND TRUST COMPANY ("Lender").

This Certificate is submitted pursuant to Section 9.4 of the Agreement.

The undersigned hereby certifies to Lender that as of the date of this Certificate:

1. The undersigned is the _____ of Borrowers.
2. There exists no event or circumstance which is or which with the passage of time, the giving of notice, or both would constitute an Event of Default, as that term is defined in the Agreement, or, if such an event of circumstance exists, a writing attached hereto specifies the nature thereof, the period of existence thereof and the action that Borrowers have taken or propose to take with respect thereto.
3. No material adverse change in the condition, financial or otherwise, business, property, or results of operations of Borrowers has occurred since [date of last Compliance Certificate/last financial statements delivered prior to closing], or, if such a change has occurred, a writing attached hereto specifies the nature thereof and the action that Borrowers have taken or propose to take with respect thereto.
4. Borrowers are in compliance with the representations, warranties and covenants in the Agreement, or, if Borrowers are not in compliance with any representations, warranties or covenants in the Agreement, a writing attached hereto specifies the nature thereof and the action that Borrowers have taken or propose to take with respect thereto.
5. The financial statements of Borrowers being concurrently delivered herewith have been prepared in accordance with generally accepted accounting principles consistently applied over the periods applicable thereto, subject in the case of unaudited financial statements to the absence of footnotes and customary year-end adjustments.

THE SECURITY NETWORK HOLDINGS CORP.

By _____
Its _____

IPC INTERNATIONAL CORPORATION

By _____
Its _____

INITIAL NOTICE OF BORROWING AND DISBURSEMENT OF FUNDS LETTER

August 13, 2013

The PrivateBank and Trust Company
120 South LaSalle Street
Suite 200
Chicago, IL 60603
Attn.: Robert Corsentino

Gentlemen:

Reference is made to the Post Petition Loan and Security Agreement dated as August 13, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") between The Security Network Holdings Corp., IPC International Corporation (collectively, the "**Borrowers**"), and The PrivateBank and Trust Company ("**Lender**"). All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Loan Agreement.

Pursuant to Section 2.5(a) of the Loan Agreement, Borrower Representative hereby notifies Lender that on August 9, 2013 (the "**Borrowing Date**"), Borrowers request Revolving Loans in an aggregate principal amount of \$ 6,913,224.35 (the "**Requested Revolving Advance**"), which amount, when taken together with the outstanding principal balance of the Revolving Loans on the date hereof, will not exceed the Revolving Loan Commitment.

Immediately after giving effect to the Requested Revolving Advance, the aggregate principal amount of Revolving Loans outstanding will be \$ 6,913,224.35.

Borrower Representative hereby certifies to Lender that as of the Borrowing Date, Revolving Loan Availability is \$ 272,910.65 computed as set forth on Exhibit A attached hereto.

Borrower Representative acknowledges that this Notice of Borrowing and acceptance by Borrowers of the proceeds of the Requested Revolving Advance contemplated hereby constitute a representation and warranty that the conditions contained in Sections 17.1(a) (other than as a result of subjective or discretionary determination by Lender), 17.1(b), 17.1(c) and 17.2 of the Loan Agreement have been satisfied or waived by Lender.

Borrower Representative authorizes and directs Lender to apply the proceeds of the Requested Revolving Advance in accordance with the sources and uses/funds flow specified on Exhibit B attached hereto. Upon such application of proceeds, the Loans described above shall be deemed disbursed to Borrowers and interest shall commence to accrue at the respective rate specified in the Loan Agreement.

[Signature Page Follows]

Very truly yours,

**IPC INTERNATIONAL
CORPORATION**, an Illinois corporation,
as Borrower Representative

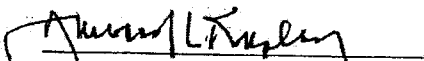
By: 
Name: Howard L. Kaplan
Title: Chairman of Board and President

EXHIBIT A

BORROWING BASE CALCULATION

[To be attached by Borrowers]

The PrivateBank

120 E. LaSalle St.
Chicago, IL 60601

Exhibit A

COLLATERAL REPORT



Company Name: IPC INTERNATIONAL CORP
Loan #: IPC
Date: August 9, 2013
Report #: 671

PERIOD COVERED

ACCOUNTS RECEIVABLE									
	IPC	UNIFORMITY	PREBILLED MONTHLY	PREBILLED WEEKLY	Prepaid Insurance	Real Estate	ENOP	TOTAL	
BEGINNING ACCOUNTS RECEIVABLE	\$13,397,796.07								
ADDITIONS (+)									
New Sales	\$ -	\$ -	\$ 894,642.67	\$ 325,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,219,642.67
Miscellaneous Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL ADDITIONS (+)	\$ -	\$ -	\$ 894,642.67	\$ 325,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,219,642.67
DEDUCTIONS (-)									
Sub Total	\$ 13,397,796.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,397,796.07
Collections	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wire Transfers (FWD)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ex & Discs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discounts Received	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Credit Memos	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DEDUCTIONS (-)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ACCOUNTS RECEIVABLE THIS REPORT	\$ 13,397,796.07	\$ -	\$ 894,642.67	\$ 650,000.00	\$ 306,299.77	\$ -	\$ -	\$ -	\$ 14,148,738.51
LESS: Indefinite (-)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Over 60 days from past due upto 90 days from now	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Credits in Prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Class Aging at 50%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Advances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contn. Accounts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Foreign	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Concentration limit >10%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NET ELIGIBLE RECEIVABLES	\$ 13,397,796.07	\$ -	\$ 894,642.67	\$ 650,000.00	\$ 306,299.77	\$ -	\$ -	\$ -	\$ 14,148,738.51
ADVANCE RATE	85%	50%	50%	50%	50%	50%	50%	50%	50%
A/R CREDIT LIMIT	\$ 10,435,080.58	\$ -	\$ 715,714.14	\$ 552,500.00	\$ 306,299.77	\$ 4,373,333.28	\$ 6,017,836.54	\$ -	\$ 12,090,944.31
A/R BORROWING BASE VALUE	\$ 10,435,080.58	\$ -	\$ 715,714.14	\$ 552,500.00	\$ 306,299.77	\$ 4,373,333.28	\$ 6,017,836.54	\$ -	\$ 12,090,944.31
INVENTORY									
TOTAL ELIGIBLE INVENTORY*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INVENTORY CREDIT LIMIT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INVENTORY BORROWING BASE VALUE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER COLLATERAL									
REAL ESTATE ADVANCED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,373,333.28	\$ 6,017,836.54	\$ -	\$ 10,391,169.82
MACHINERY & EQUIPMENT ADVANCED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LETTERS OF CREDIT ADVANCED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER COLLATERAL ADVANCED	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COLLATERAL AVAILABILITY	\$ 10,435,080.58	\$ -	\$ 715,714.14	\$ 552,500.00	\$ 306,299.77	\$ 4,373,333.28	\$ 6,017,836.54	\$ -	\$ 22,401,744.31
GROSS AVAILABILITY	\$ 10,435,080.58	\$ -	\$ 715,714.14	\$ 552,500.00	\$ 306,299.77	\$ 4,373,333.28	\$ 6,017,836.54	\$ -	\$ 22,401,744.31
BORROWING BASE RESERVE									
Letter of Credit Reserve	\$ 2,381,565.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,381,565.00
Other Reserve	\$ 12,120,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,120,000.00
NET AVAILABILITY	\$ 5,621,215.58	\$ -	\$ 715,714.14	\$ 552,500.00	\$ 306,299.77	\$ 4,373,333.28	\$ 6,017,836.54	\$ -	\$ 17,577,304.82
LOAN OUTSTANDING									
Ending Loan Balance of Previous Report	\$ 6,868,294.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,868,294.92
LESS:									
Collections of Accounts Receivable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wire Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lock Boxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER ADJUSTMENTS (+/-)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL COLLECTIONS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
NET LOAN OUTSTANDING	\$ 6,868,294.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,868,294.92
ADVANCE REQUESTED	\$ 4,373,333.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,373,333.28
ENDING LOAN BALANCE	\$ 6,913,224.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,913,224.95
BORROWING BASE AVAILABLE	\$ 17,577,304.82	\$ -	\$ 715,714.14	\$ 552,500.00	\$ 306,299.77	\$ 4,373,333.28	\$ 6,017,836.54	\$ -	\$ 27,213,188.61

For the purpose of inducing The PrivateBank and Trust Company, to advance the loans requested above pursuant to a Loan and Security Agreement dated August 31, 2009, and any and all amendments thereto (the "Loan Agreement"), we hereby certify that (i) the foregoing is true and correct in all particulars and that the above described collateral for such loans meets the requirements set forth in the Loan Agreement, (ii) we are not in default of any obligations to The PrivateBank and Trust Company under the Loan Agreement, and (iii) no event has occurred or circumstance exists that has or would reasonably be expected to have a Material Adverse Effect as defined in the Loan Agreement.

EXHIBIT B

SOURCES AND USES OF CASH

Sources: Revolving Loan \$ 6,913,224.35

Uses: Repayment of Existing Revolving Loans from Lender \$6,913,224.35

EXHIBIT C – COMMERCIAL TORT CLAIMS

None

REVOLVING NOTE

August 13, 2013

\$12,000,000
Chicago, Illinois

THE SECURITY NETWORK HOLDINGS CORP., an Illinois corporation ("SNHC") and IPC INTERNATIONAL CORPORATION, an Illinois corporation ("IPC" and together with SNHC, collectively, the "Borrowers"), for value received, hereby unconditionally promise to pay, on a joint and several basis, to The PrivateBank and Trust Company ("Lender"), the principal sum of TWELVE MILLION AND NO/100 DOLLARS (\$12,000,000), or such lesser amount as may be advanced by Lender as Revolving Loans from time to time under the Loan Agreement described below, together with all accrued and unpaid interest thereon. Terms are used herein as defined in the Post Petition Loan and Security Agreement dated as of August 13, 2013, among the Borrowers and Lender (as such agreement has been and may further be amended, restated, supplemented, modified, renewed or extended from time to time, the "Loan Agreement").

Principal of and interest on this Revolving Note (this "Note") from time to time outstanding shall be due and payable as provided in the Loan Agreement. This Note is issued pursuant to and evidences Revolving Loans under the Loan Agreement, to which reference is made for a statement of the rights, duties and obligations of Lender and the rights, duties and obligations of the Borrowers. The Loan Agreement contains provisions for acceleration of the maturity of this Note upon the happening of certain stated events, and for the borrowing, prepayment and reborrowing of amounts upon specified terms and conditions.

The holder of this Note is hereby authorized by the Borrowers to record on a schedule annexed to this Note (or on a supplemental schedule) the amounts owing with respect to Revolving Loans and Letter of Credit Obligations, and the payment thereof. Failure to make any notation, however, shall not affect the rights of the holder of this Note or any obligations of the Borrowers hereunder or under any other Loan Documents.

Each Borrower and all endorsers, sureties and guarantors of this Note hereby severally waive, to the maximum extent permitted by law, demand, presentment for payment, protest, notice of protest, notice of intention to accelerate the maturity of this Note, diligence in collecting, the bringing of any suit against any party, and any notice of or defense on account of any extensions, renewals, partial payments, or changes in any manner of or in this Note or in any of its terms, provisions and covenants, or any releases or substitutions of any security, or any delay, indulgence or other act of any trustee or any holder hereof, whether before or after maturity. The Borrowers jointly and severally agree to pay, and to save the holder of this Note harmless against, any liability for the payment of all costs and expenses (including without limitation reasonable attorneys' fees) if this Note is collected by or through an attorney-at-law, all as and to the extent provided in the Loan Agreement.

This Note shall be governed by the laws of the State of Illinois, without giving effect to any conflict of law principles.

[Signature Page Follows]

IN WITNESS WHEREOF, this Revolving Note is executed as of the date first set forth above.

THE SECURITY NETWORK HOLDINGS CORP.

By: Howard H. Kaplan
Name: Howard H. Kaplan
Title: President

IPC INTERNATIONAL CORPORATION

By: Howard H. Kaplan
Name: Howard H. Kaplan
Title: President

Schedule 1 – Permitted Liens

<u>Jurisdiction</u>	<u>File #</u>	<u>Borrower</u>	<u>Secured Party</u>	<u>Collateral</u>	<u>Filing Date</u>
Illinois	013257183	IPC International Inc. 3000 Lakeside Dr. Suite 309-8 Bannockburn, IL 60015	Court Square Leasing Corp. 14 Great Valley Parkway Suite 100 Malvern, PA 19355	Equipment Lease	5/15/2008
Illinois	013351112	IPC International Inc. 3000 Lakeside Dr. Suite 309-8 Bannockburn, IL 60015	CIT Communications Finance Corp. 1 CIT Drive Livingston, NJ 07039	Equipment Lease	6/13/2008
Illinois	014864288	IPC International Corp. 2111 Waukegan Rd. Bannockburn, IL 60015	CIT Technology Financing Services, Inc. Suite 100 Jacksonville, FL 32256	Equipment Lease	12/21/2009
Illinois	017236342	IPC International Inc. 3000 Lakeside Dr. Suite 309-8 Bannockburn, IL 60015	Xerox Financing Services, Inc. 45 Glover Ave Norwalk, CT 06856	Equipment Lease	4/26/2012

SCHEDULE 11.2 - LOCATIONS

<u>Location</u>	<u>Address and Contact Information</u>
Headquarters	2111 Waukegan Rd. Bannockburn, IL 60015
West Coast Operations	909 N. Sepulveda Suite 370 El Segundo, CA 90245
Storage Facilities	151 S. Pfingsten Rd. Unit R Deerfield, IL 60015
The Private Bank – <ul style="list-style-type: none"> • Operating Account #2207705 • Deposit Sweep Account #2267048 • Accounts Payable Account #7702271 • Payroll Account for Field Employees #7702289 • Payroll Account for Corporate Employees #2207713 • Money Market Account #3165207 	120 South LaSalle Street Chicago, IL 60603 Phone – 312-564-6969
US Bank - Payroll Account for California Employees #154980218189	PO Box 1800 Saint Paul, MN 55101-0800 Phone – (800) 673-3555
Adrian Mall	1357 South Main Street Adrian, MI 49221 Phone – (517) 263-0685 Fax – (517) 265-2278
Ala Moana Center	1450 Ala Moana Blvd. Honolulu, HI 96814 Phone – (808) 946-2811 Fax – (808) 955-2193
Alamo Quarry Market	255 East Basse Road Suite 400 San Antonio, TX 78209 Phone – (210) 825-8885 Fax – (210) 824-9559
Alexandria Mall	3437 Masonic Drive Alexandria, LA 71301

<u>Location</u>	<u>Address and Contact Information</u>
	Phone – (318) 448-0227 Fax – (318) 442-9849
Almeda Mall	555 Almeda Mall Houston, TX 77075 Phone – (713) 993-0123 Fax – (713) 993-0103
Arboretum of South Barrington	100 W. Higgins Road South Barrington, IL 60010 Phone – (847) 426-6200 Fax – (847) 426-6266
Ashtabula Towne Square	3315 N. Ridge East Unit 700 Ashtabula, OH 44004 Phone – (440) 998-2020 Fax – (440) 992-4875
Aventura Commons	21265 Biscayne Blvd Miami, FL 33180 Phone – (305) 854-2800 Fax – (305) 859-8300
Aventura Mall	19501 Biscayne Blvd. Suite 400 Aventura, FL 33180 Phone – (305) 933-5548 Fax – (305) 935-4185
Avenue Viera, The	2261 Towne Center Avenue Suite 113 Viera, FL 32940 Phone – (321) 634-5390 Fax – (321) 634-5391
Aviation Mall	578 Aviation Road Queensbury, NY 12804 Phone – (518) 793-8818 Fax – (518) 793-9295
Bay Plaza Shopping Center	1430 E. Plaza Blvd National City, CA 91950 Phone – (619) 770-5505
Beachwood Place	26300 Cedar Road

<u>Location</u>	<u>Address and Contact Information</u>
	Beachwood, OH 44122 Phone – (216) 464-3698 Fax – (216) 464-7939
Bel Air Mall	3299 Bel Air Mall Mobile, AL 36606 Phone – (251) 478-1893 Fax – (251) 476-5722
Berkshire Mall	655 Cheshire Road Lanesborough, MA 01237 Phone – (413) 445-4400 Fax – (413) 442-3854
Best on the Boulevard	3810-3910 S. Maryland Parkway Las Vegas, NV 89119 Phone – (480) 507-2700 Fax – (480) 507-2712
Beverly Center	8500 Beverly Blvd. Suite 150A Los Angeles, CA 90048 Phone – (310) 854-0071 Fax – (310) 854-6376
Biltmore Square Mall	800 Brevard Road Asheville, NC 28806 Phone – (828) 667-2310 Fax – (828) 665-1857
Birchwood Mall	4350 24th Avenue Box 4350 Fort Gratiot, MI 48059 Phone – (810) 385-7900 Fax – (810) 385-9184
Boyer Company, The (Boyer Phase II & Office Towers)	UT
Branson Landing	100 Branson Landing Blvd Branson, MO 65616 Phone – (417) 239-3002 Fax – (417) 239-3006
Bridgepark Plaza	Ladera Ranch, CA 92675
Bridgewater Commons	400 Commons Way

<u>Location</u>	<u>Address and Contact Information</u>
	Bridgewater, NJ 08807-2808 Phone – (908) 218-1166 Fax – (908) 218-1722
Buena Park Downtown	8308 on the Mall Buena Park, CA 90620 Phone – (714) 503-5000 Fax – (714) 761-0748
Burbank Empire Center	345 E Colorado Blvd. Pasadena, CA 91101 Phone – (310) 541-2242
Burr Ridge Village Center	701 Village Center Drive Burr Ridge, IL 60527 Phone – (630) 654-2782 Fax – (630) 325-5408
Calhoun Square	3001 Hennepin Avenue Minneapolis, MN 55408 Phone – (612) 824-1240 Fax – (612) 824-4930
Camarillo Village Square	CA 93030 Camarillo, CA
Carmel Country Plaza	12750 Carmel Country Plaza San Diego, CA 92130 Phone – (858) 350-2600 Fax – (858) 350-2620
Carmel Mountain Plaza	11602-12174 Carmel Mountain Road San Diego, CA 92128 Phone – (858) 350-2600 Fax – (858) 350-2620
Central Mall Ft. Smith	5111 Rogers Ave. Ft. Smith, AR 72903 Phone – (479) 452-1866 Fax – (479) 452-3751
Central Mall Lawton	200 SW C Avenue Lawton, OK 73501 Phone – (580) 355-7792 Fax – (580) 248-4081

<u>Location</u>	<u>Address and Contact Information</u>
Central Mall Port Arthur	3100 Highway 365 Port Arthur, TX 77642 Phone – (409) 727-5592 Fax – (409) 727-5781
Central Mall Texarkana	2400 Richmond Road Box 8 Texarkana, TX 75503 Phone – (903) 838-4669 Fax – (903) 838-0619
Centre at Glen Burnie	6711 Ritchie Highway Glen Burnie, MD 21061 Phone – (410) 766-6529 Fax – (410) 766-0823
Century III Mall	3075 Clairton Road West Mifflin, PA 15123 Phone – (412) 653-1222 Fax – (412) 655-0202
Century Square	100 48 Hawthorne Blvd Inglewood, CA 90304
Cerritos Towne Center	12731 Towne Center Drive Cerritos, CA 90703 Phone – (562) 938-1722 Fax – (562) 938-1744
Champlain Centre	60 Smithfield Blvd Plattsburgh, NY 12901 Phone – (518) 561-8660 Fax – (518) 561-8682
Cherry Creek Shopping Center	3000 East First Avenue Denver, CO 80206 Phone – (303) 388-2522 Fax – (303) 388-8203
Chino Spectrum Marketplace	3808 Grand Avenue Suite B Chino, CA 91710 Phone – (909) 902-5555 Fax – (909) 902-5559

<u>Location</u>	<u>Address and Contact Information</u>
Chino Spectrum Towne Center	3808 Grand Ave. Suite B Chino, CA 91710 Phone – (909) 902-5555 Fax – (909) 902-5559
Christiana Mall	715 Christiana Mall Newark, DE 19702 Phone – (302) 731-9816 Fax – (302) 731-9950
Christown Spectrum Mall	1703 W. Bethany Home Road Management Office Phoenix, AZ 85015 Phone – (602) 249-0670 Fax – (602) 246-8690
Citadel Crossing	Colorado Springs, CO 80909
Citadel Guest Services, The	750 Citadel Drive East Suite 3114 Colorado Springs, CO 80909 Phone – (719) 591-2900 Fax – (719) 597-4839
Citadel, The	750 Citadel Drive East Suite 3114 Colorado Springs, CO 80909 Phone – (719) 591-2900 Fax – (719) 597-4839
City Creek Center	50 E. South Temple Suite 70 Salt Lake City, UT 84111 Phone – (801) 238-5320 Fax – (801) 238-5321
City Creek Reserve	15 East South Temple Suite 800 Salt Lake City, UT 84150
City of West Palm Beach City Hall	401 Clematis St West Palm Beach, FL 33401
City of West Palm Beach City Hall	200 2nd Street

<u>Location</u>	<u>Address and Contact Information</u>
	West Palm Beach, FL 33401
City of West Palm Beach City Parking	500 Banyan Boulevard West Palm Beach, FL 33401
City of West Palm Beach Library	411 Clematis Street West Palm Beach, FL 33401
CityNorth	5315 E. High Street Suite 123 Phoenix, AZ 85054 Phone – (480) 319-8700 Fax – (480) 513-3240
CityPlace Office Tower	525 Okeechobee Blvd West Palm Beach, FL 33401
CityScape	1 East Washington Street Phoenix, AZ 85004 Phone – (602) 772-3900 Fax – (602) 772-3933
Clearview Mall	101 Clearview Circle Butler, PA 16001 Phone – (724) 285-5721 Fax – (724) 285-9935
Clifton Park Center Mall	22 Clifton Country Road Clifton Park, NY 12065 Phone – (518) 371-7010 Fax – (518) 371-0208
CMI Center	10400 Little Patuxent Pkwy Suite 1000 Columbia, MD 21044 Phone – (410) 992-3605 Fax – (410) 730-6363
College Square Mall	1 College Square Mall Cedar Falls, IA 50613 Phone – (319) 277-3636 Fax – (319) 277-7184
Colonie Center	131 Colonie Center Albany, NY 12205 Phone – (518) 459-9020

<u>Location</u>	<u>Address and Contact Information</u>
	Fax – (518) 459-2147
Colony Square Mall	3575 Maple Avenue Zanesville, OH 43701 Phone – (740) 454-3255 Fax – (740) 454-8801
Columbia Mall	2800 S Columbia Mall Grand Forks, ND 58201 Phone – (701) 746-8383 Fax – (701) 772-3537
Columbia Mall - MO	2300 Bernadette Dr Columbia, MO 65203 Phone – (573) 445-8458 Fax – (573) 445-3219
Conestoga Mall	3404 W. 13th Street Grand Island, NE 68803 Phone – (308) 382-4210 Fax – (308) 382-5851
Corte Madera Town Center	100 Corte Madera Town Center Corte Madera, CA 94925 Phone – (415) 924-2961 Fax – (415) 924-7062
Country Club Center	19950 West Country Club Dr Aventura, FL 33180 Phone – (305) 682-1354
Country Club Plaza	18454 NW 67th Avenue Hialeah, FL 33015 Phone – (305) 505-0264
Courtyard by Marriott@ Aventura	2825 NE 191 Street Aventura, FL 33180 Phone – (305) 937-0805 Fax – (305) 937-0806
Coventry Mall	Route 724 & 100 Pottstown, PA 19465 Phone – (610) 327-0700 Fax – (610) 327-8392
Crestwood Mall	109 Crestwood Plaza

<u>Location</u>	<u>Address and Contact Information</u>
	St. Louis, MO 63126 Phone – (314) 962-2395 Fax – (314) 962-2384
Crossgates Mall	1 Crossgate Mall Road Albany, NY 12203 Phone – (518) 869-3522 Fax – (518) 869-9683
Crossroads Center	2060 Crossroads Blvd. Suite 124 Waterloo, IA 50702 Phone – (319) 234-1788 Fax – (319) 234-5102
Crossroads Center-VA	5800-5880 Leesburg Pike Falls Church, VA 22041
Crossroads, The	6650 South Westnedge Avenue Portage, MI 49024 Phone – (269) 327-3500 Fax – (269) 327-5119
Currie Park	401 Clematis Street West Palm Beach, FL 33401
Dadeland Station	8312 South Dixie Highway Miami, FL 33143 Phone – (305) 854-2800 Fax – (305) 859-8300
Decatur Mall	1801 Beltline Rd SW Decatur, AL 35601 Phone – (256) 350-0453 Fax – (256) 350-0599
Del Monte Center	1410 Del Monte Center Monterey, CA 93940 Phone – (831) 373-2705 Fax – (831) 373-8675
Desert Ridge Marketplace	21001 N. Tatum Blvd. Suite 36-1155 Phoenix, AZ 85050 Phone – (480) 513-7586 Fax – (480) 563-1829

<u>Location</u>	<u>Address and Contact Information</u>
DeVargas Center	564 North Guadalupe Street Santa Fe, NM 87501 Phone – (505) 982-2655 Fax – (505) 988-5227
District at Green Valley Ranch, The	2225 Village Walk Drive Suite 171 Henderson, NV 89052 Phone – (702) 564-8595 Fax – (702) 270-9249
District at Howell Mill	1801 Howell Mill Road NW Atlanta, GA 30318
District at Tustin Legacy, The	2437 Park Avenue Tustin, CA 92782 Phone – (714) 259-9090 Fax – (714) 259-9091
Dolphin Mall	11401 NW 12th Street Miami, FL 33172 Phone – (305) 599-3000 Fax – (305) 436-9000
Downtown Dadeland	7283 SW 90th Way Management Office Miami, FL 33156 Phone – (305) 670-9964 Fax – (305) 670-5179
Downtown Development Authority	301 Clematis Street Suite 200 West Palm Beach, FL 33401
East Town Mall	2350 East Mason Street Green Bay, WI 54302 Phone – (920) 468-8500 Fax – (920) 468-8889
Eastland Center	18000 Vernier Road Harper Woods, MI 48225 Phone – (313) 371-1501 Fax – (313) 371-3511
Eastpoint Mall	7839 Eastpoint Mall Baltimore, MD 21224 Phone – (410) 284-0934

<u>Location</u>	<u>Address and Contact Information</u>
	Fax – (410) 284-3766
Elverta Crossing	8013 Elverta Road Antelope, CA 95843
Enclave, The	400 Enclave Circle Costa Mesa, CA 92626 Phone – (714) 662-7070 Fax – (714) 662-7075
EpiCentre	2010 E. Trade Street Suite C-446B Charlotte, NC 28202
Fair Oaks	11750 Fair Oaks Fairfax, VA 22033 Phone – (703) 359-8302 Fax – (703) 591-6548
Fairlane Town Center	18900 Michigan Avenue Dearborn, MI 48126 Phone – (313) 593-1370 Fax – (313) 593-0572
Faneuil Hall	4 South Market Building Boston, MA 02109 Phone – (617) 523-1300 Fax – (617) 523-1779
Fashion Island	401 Newport Center Drive Suite A-150 Newport Beach, CA 92660 Phone – (949) 720-3300 Fax – (949) 720-3350
Fifth & Alton	560 Lenox Ave Miami Beach, FL 33139 Phone – (305) 854-2800 Fax – (305) 859-8300
Findlay Village Mall	1800 Tiffin Avenue Findlay, OH 45840 Phone – (419) 422-8732 Fax – (419) 422-2683
Five Points Mall	1129 North Baldwin Avenue

<u>Location</u>	<u>Address and Contact Information</u>
	Marion, IN 46952
Flagler Landing	325 Clematis Street Suite 202 West Palm Beach, FL 33401
Fort Craig Medical Centers	900 S Main Street Corona, CA 92882
Frederick Towne Mall	U.S. Route 40 West Frederick, MD 21702 Phone – (301) 662-9300 Fax – (301) 662-9339
Front Range Village	2720 Council Tree Avenue Suite 160 Fort Collins, CO 80525 Phone – (970) 226-9050 Fax – (970) 226-8750
Galleria at Crystal Run	1 Galleria Drive Suite 142 Middletown, NY 10941 Fax – (315) 422-2717
Galleria at Fort Lauderdale	2414 E. Sunrise Blvd. Ft. Lauderdale, FL 33304 Phone – (954) 564-1036 Fax – (954) 566-9976
Galleria of Mount Lebanon, The	1500 Washington Road Pittsburgh, PA 15228 Phone – (412) 561-4000 Fax – (412) 561-6486
Galleria Towers, The	2700 Post Oak Blvd Suite 200 Houston, TX 77056 Phone – (713) 621-9010 Fax – (713) 621-9035
Gardens on El Paseo, The	73-545 El Paseo Ave. Bld. E Suite 2500 Palm Desert, CA 92260 Phone – (760) 862-1990 Fax – (760) 862-1884

<u>Location</u>	<u>Address and Contact Information</u>
Gateway Village	28207-28313 Newhall Ranch Road Valencia, CA 91355
Gateway, The	62 1/2 Rio Grande Street Salt Lake City, UT 84101 Phone – (801) 456-2000
Genesee Valley Shopping Center	3341 S. Linden Road Flint, MI 48507 Phone – (810) 732-4006 Fax – (810) 732-4343
Glenbrook Square	4201 Coldwater Blvd Fort Wayne, IN 46805 Phone – (260) 483-2119 Fax – (260) 483-7756
Glendale Costco	5850 W. Bell Road Glendale, AZ 85308 Phone – (480) 461-0050 Fax – (480) 461-1687
Glendale Fashion Center	249 (F) North Glendale Glendale, CA 91206 Phone – (562) 938-1722 Fax – (562) 938-1744
Golden Triangle Mall	2201 S. I - 35 E Denton, TX 76205 Phone – (940) 566-6024 Fax – (940) 382-1990
Golf Mill Shopping Center	239 Golf Mill Center Niles, IL 60714 Phone – (847) 699-1070 Fax – (847) 699-1593
Grand Lakes Marketplace	SE Corner Grand Parkway and Frye Road Katy, TX 77449
Grande Promenade Shopping Center	230 E. WT Harris Blvd. Charlotte, NC 28202
Great Lakes Crossing Outlets	4000 Baldwin Road Auburn Hills, MI 48326

<u>Location</u>	<u>Address and Contact Information</u>
	Phone – (248) 454-5010 Fax – (248) 745-8719
Greeley Mall	2050 Greeley Mall Greeley, CO 80631 Phone – (970) 356-4255 Fax – (970) 356-2506
GreenStreet	1201 Fannin Street Suite 325 Houston, TX 77002 Phone – (832) 320-1201 Fax – (832) 320-1202
Greenville Mall - NC	714 SE Greenville Blvd Greenville, NC 27858 Phone – (252) 756-1748 Fax – (252) 756-8722
Groves Shopping Center	1020-1180, 1310, 1320 W. Elliott Road Tempe, AZ 85284
Gunston Plaza	7700 Gunston Plaza Drive Lorton, VA 22079 Phone – (301) 374-2261
Hampshire Mall	367 Russell Street Hadley, MA 01035 Phone – (413) 586-5700 Fax – (413) 586-2807
Hampton Inn @ Aventura Mall	1000 S. Federal Hwy Hallandale Beach, FL 33009 Phone – (954) 874-1111 Fax – (954) 874-1112
Hanover Mall	1775 Washington Street Hanover, MA 02339 Phone – (781) 826-7386 Fax – (781) 826-1575
Harborplace Galleria and Tower	200 East Pratt Street 4th Floor Mgmt Ofc Baltimore, MD 21202 Phone – (410) 332-4191

<u>Location</u>	<u>Address and Contact Information</u>
	Fax – (410) 547-7317
Harborplace Pavilion	200 East Pratt Street Baltimore, MD 21202
Harrisburg Mall	3351 Paxton Street Harrisburg, PA 17111 Phone – (717) 564-0980 Fax – (717) 564-4935
Hayden North	12228 N. Cave Creek Road Phoenix, AZ 85022 Phone – (480) 461-0050 Fax – (480) 461-1687
Hedwig Village	9429/9401 Katy Freeway Houston, TX 77024
Highland Mall	6001 Airport Blvd Suite 1199 Austin, TX 78752 Phone – (512) 454-9656 Fax – (512) 452-1463
Hilltop Mall	2200 Hilltop Mall Road Richmond, CA 94806 Phone – (510) 223-6900 Fax – (510) 223-1453
Holiday Village Mall	1200 10th Avenue S. Great Falls, MT 59405 Phone – (406) 727-2089 Fax – (406) 761-6944
Hollywood Regis Community Center	7320 Hawthorn Avenue Los Angeles, CA 90046
Holyoke Mall at Ingleside	50 Holyoke Street Holyoke, MA 01041-1780 Phone – (413) 536-1441 Fax – (413) 536-5740
Hotel Icon	220 Main Street Houston, TX 77002
Houston County Galleria	2922 Watson Blvd.

<u>Location</u>	<u>Address and Contact Information</u>
	Centersville, GA 31028 Phone – (478) 953-9631 Fax – (478) 953-5512
Hudson Valley Mall	1300 Ulster Avenue Box 310 Kingston, NY 12401 Phone – (315) 471-4420 Fax – (315) 471-6659
Independence Mall	101 Independence Mall Way Kingston, MA 02364 Phone – (781) 585-8900 Fax – (781) 585-8999
International Plaza	2223 N. Westshore Blvd. Suite 2000 Tampa, FL 33607 Phone – (813) 342-3780 Fax – (813) 342-3788
Inwood Village	5370 W. Lovers Lane Suite 326 Dallas, TX 75209-4253 Phone – (214) 350-2500 Fax – (972) 202-7122
Irvine Spectrum Center	71 Fortune Drive Suite 970 Irvine, CA 92618 Phone – (949) 789-9180 Fax – (949) 789-9184
Isles at Wellington Community Association, Inc.	4325 Isles Vista Blvd. Wellington, FL 33449 Phone – (561) 795-5667 Fax – (561) 795-4392
Jersey Gardens	651 Kapkowski Road Elizabeth, NJ 07201-2923 Phone – (908) 436-3005 Fax – (908) 436-3010
Kendall Village Center	8521 SW 124th Ave Miami, FL 33183 Phone – (305) 854-2800

<u>Location</u>	<u>Address and Contact Information</u>
	Fax – (305) 859-8300
Kendall Village West	12405 SW 88 Street Miami, FL 33133 Phone – (305) 854-2800 Fax – (305) 859-8300
Kendallgate Shopping Center	11900 SW 88th St Miami, FL 33186 Phone – (305) 854-2800 Fax – (305) 854-8300
Killeen Mall	2100 S W.S. Young Drive Killeen, TX 76543 Phone – (254) 699-2211 Fax – (254) 690-2073
Kings' Shops	250 Waikolola Beach Drive Waikolola, HI 96738 Phone – (808) 886-8811
Lake Elsinore Outlets	17600 Collier Avenue Suite A100 Lake Elsinore, CA 92530 Phone – (951) 245-0087 Fax – (951) 245-4229
Lakeshore Mall	150 Pearl Nix Parkway Gainesville, GA 30501-3563 Phone – (770) 535-8877 Fax – (972) 248-0871
Lakeside Mall	14000 Lakeside Circle Sterling Heights, MI 48313 Phone – (586) 247-1590 Fax – (586) 247-0762
Lansing Mall	5330 West Saginaw Highway Lansing, MI 48917 Phone – (517) 321-0145 Fax – (517) 321-9685
Lantana Plaza	5812 Jog Road Lake Worth, FL 33467 Phone – (504) 904-8500

<u>Location</u>	<u>Address and Contact Information</u>
	Fax – (504) 904-8547
Loma Santa Fe Plaza	905-993 Lomas Santa Fe Drive San Diego, CA 92075 Phone – (858) 350-2600 Fax – (858) 350-2620
Long Beach Marketplace, The	6475 Pacific Coast Highway Long Beach, CA 90803 Phone – (949) 475-4588 Fax – (949) 475-4585
Long Beach Towne Center	7575 Carson Boulevard Long Beach, CA 90808 Phone – (562) 938-1722 Fax – (562) 938-1744
Lufkin Mall	4600 S. Medford Drive Lufkin, TX 75901 Phone – (936) 639-1284 Fax – (936) 639-1481
MacArthur Center	300 Monticello Avenue Norfolk, VA 23510 Phone – (757) 627-6502 Fax – (757) 627-6624
Main Street Village	2555 Main Street Irvine, CA 92614
Malibu Lumber Yard	3939 Cross Creek Road Malibu, CA 90265
Mall at Green Hills	2126 Abbott Martin Road Suite 171 Nashville, TN 37215 Phone – (615) 298-5478 Fax – (615) 383-4373
Mall at Partridge Creek, The	17420 Hall Road Clinton Township, MI 48038 Phone – (586) 416-3839 Fax – (586) 226-0820
Mall at Short Hills, The	1200 Morris Turnpike Suite A-001

<u>Location</u>	<u>Address and Contact Information</u>
	Short Hills, NJ 07078 Phone – (973) 376-7359 Fax – (973) 376-2976
Mall at Wellington Green, The	10300 West Forest Hill Blvd. Suite 2000 Wellington, FL 33414 Phone – (561) 227-6901 Fax – (561) 227-6920
Mall at Whitney Field, The	100 Commercial Road Leominster, MA 01453 Phone – (978) 537-7500 Fax – (978) 840-4620
Mall de las Aguilas	455 South Bibb Street Eagle Pass, TX 78852 Phone – (830) 773-5302 Fax – (830) 773-9026
Mall in Columbia, The	10300 Little Patuxent Parkway Columbia, MD 21044-3341 Phone – (410) 730-3300 Fax – (410) 730-8155
Mall of Abilene	4310 Buffalo Gap Road Abilene, TX 79606 Phone – (325) 698-4351 Fax – (325) 698-4171
Manassas Mall	8300 Sudley Rd Manassas, VA 20109 Phone – (703) 368-7232 Fax – (703) 368-7229
Mandalay Village	529-687 Channel Island Blvd Port Hueneme, CA 93041
Manhattan Village Mall	1200 Rosecrans Avenue Suite 201 Manhattan Beach, CA 90266 Phone – (310) 426-6313 Fax – (310) 426-9899
Market Common, The	4017 Deville Street Myrtle Beach, SC 29577

<u>Location</u>	<u>Address and Contact Information</u>
	Phone – (843) 839-3500 Fax – (843) 839-3502
Market Place Shopping Center	2000 North Neil Street Champaign, IL 61820 Phone – (217) 356-2700 Fax – (217) 359-3385
Marq*E Entertainment Center	7620 Katy Freeway Suite 350 Houston, TX 77024 Phone – (713) 623-6800 Fax – (713) 623-6804
Marriott Residence Inn@Aventura Mall	19900 West Country Club Drive Aventura, FL 33180 Phone – (768) 528-1001 Fax – (768) 528-1002
Marshall Town Center	2500 S. Center Street Marshalltown, IA 50158 Phone – (641) 752-6200 Fax – (641) 752-6063
Martinsburg Mall	800 Foxcroft Avenue Martinsburg, WV 25401 Phone – (304) 264-1420 Fax – (304) 264-4608
Meadow Glen Mall	3850 Mystic Valley Parkway Medford, MA 02155 Phone – (781) 395-1010 Fax – (781) 391-9402
Meadows Marketplace	SW Corner Grand Parkway and Frye Road Katy, TX 77494
Memorial Mall	3347 Kohler Memorial Drive Sheboygan, WI 53081 Phone – (920) 452-2731 Fax – (920) 452-1510
Mercer Mall	261 Mercer Mall Road Suite 322 Bluefield, WV 24701 Phone – (304) 327-2507

<u>Location</u>	<u>Address and Contact Information</u>
	Fax – (304) 327-8504
Mesa Pavilions	1229 S. Power Road Mesa, AZ 85206 Phone – (480) 461-0050 Fax – (480) 461-1687
Mesa Riverview	1061 N. Dobson Road Mesa, AZ 85201 Phone – (480) 461-0050 Fax – (480) 461-1687
Mesilla Valley Mall	700 South Telshor Blvd Las Cruces, NM 88011 Phone – (505) 522-1001
Metro Square	2782 W. Peoria Avenue Phoenix, AZ 85029
Metrocenter	9617 North Metro Parkway West Phoenix, AZ 85051
Mission Viejo Freeway Center	25222 El Paso Road Mission Viejo, CA 92691
Mondawmin Mall	2401 Liberty Heights Avenue Baltimore, MD 21215 Phone – (410) 523-4917 Fax – (410) 383-8959
Montana, The	301 East Colorado Blvd Suite 300 Pasadena, CA 91101 Phone – (626) 585-6700 Fax – (626) 449-1455
Montclair Plaza	5060 Montclair Plaza Lane Montclair, CA 91763 Phone – (909) 626-2501 Fax – (909) 624-6195
Montecito Crossing	6700 N. Durango Drive Las Vegas, NV 89149 Phone – (480) 507-2700 Fax – (480) 507-2712

<u>Location</u>	<u>Address and Contact Information</u>
Moreno Valley at TownGate Properties	CA Phone – (949) 723-7100 Fax – (949) 723-1141
Moreno Valley Mall	22500 Town Circle Suite 1206 Moreno Valley, CA 92553 Phone – (951) 653-1177 Fax – (951) 653-1711
Myrtle Beach Mall	10177 N Kings Hwy Myrtle Beach, SC 29572 Phone – (843) 272-4040 Fax – (843) 272-4090
Napleton Hyundai	2707 Okeechobee Blvd West Palm Beach, FL 33409
Napleton's Autopark & North Palm Hyundai	3701 Northlake Blvd. Lake Park, FL 33404
Neshaminy Mall	707 Neshaminy Mall Bensalem, PA 19020 Phone – (215) 357-6100 Fax – (215) 357-4317
North Grand Mall	2801 Grand Avenue Ames, IA 50010 Phone – (515) 232-3679 Fax – (847) 277-9940
North Mountain Village	3421 W. Thunderbird Road Peoria, AZ 85053 Phone – (480) 461-0050 Fax – (480) 461-1687
North Shore Square Mall	150 North Shore Blvd. Suite 2020 Slidell, LA 70460 Phone – (985) 646-0661 Fax – (985) 649-1415
Northbrook Court	2171 Northbrook Court Northbrook, IL 60062 Phone – (847) 498-8161

<u>Location</u>	<u>Address and Contact Information</u>
	Fax – (847) 498-5194
Northlake Mall-NC	6801 Northlake Mall Drive Charlotte, NC 28216 Phone – (704) 921-2005 Fax – (704) 921-2009
Northland Center	21500 Northwestern Hwy Suite 1212 Southfield, MI 48075 Phone – (248) 569-6272 Fax – (248) 569-0861
Northwest Arkansas	4201 North Shiloh Drive Fayetteville, AR 72703 Phone – (479) 521-6162 Fax – (479) 521-0306
Northwood Village Business District	200 2nd Street West Palm Beach, FL 33402
Nu Vista Living at Wellington Green	10330 Devonshire Blvd. Wellington, FL 33414 Phone – (561) 795-6100 Fax – (561) 795-6268
Oakbrook Center	100 Oakbrook Center Oak Brook, IL 60523 Phone – (630) 573-0700 Fax – (630) 573-0710
Owings Mills Town Center	10300 Mill Run Circle Owings Mill, MD 21117 Phone – (410) 363-7000 Fax – (410) 363-7999
Pacific Asia Museum	48 North Los Robles Avenue Pasadena, CA 91101 Phone – (626) 449-2742
Palisades Center	1000 Palisades Center Drive West Nyack, NY 10994 Phone – (845) 348-1005 Fax – (845) 348-1774
Palladium at CityPlace	700 South Rosemary Avenue

<u>Location</u>	<u>Address and Contact Information</u>
	Suite 200 West Palm Beach, FL 33401 Phone – (561) 820-0074 Fax – (561) 366-1001
Palm Beach Mall	1801 Palm Beach Lakes Blvd. Suite 526 West Palm Beach, FL 33401 Phone – (561) 683-9187 Fax – (561) 683-9266
Palm Beach Post, The	PO Box 105376 Atlanta, GA 30348
Palms at Town and Country	8372 Mills Dr. Miami, FL 33183 Phone – (305) 274-7982
Paramus Park	700 Paramus Park Paramus, NJ 07652 Phone – (201) 261-6108 Fax – (201) 261-8729
Parc Condos	#5 South 500 West Salt Lake City, UT 84101
Park City Center	142 Park City Center Lancaster, PA 17601 Phone – (717) 393-3851 Fax – (717) 392-8577
Park Plaza- CA	990 N. Western Avenue San Pedro, CA 90732 Phone – (949) 398-8750 Fax – (949) 398-8755
Park West	9744 W Northern Ave Suite 1360 Peoria, AZ 85345 Phone – (623) 877-0096 Fax – (623) 877-8047
Parks, The	18000 Spectrum Irvine, CA 92618
Pearlridge Center	98-1005 Moanalua Road

<u>Location</u>	<u>Address and Contact Information</u>
	Suite 231 Aiea, HI 96701 Phone – (808) 488-0981 Fax – (808) 488-9456
Perkins Rowe	10202 Perkins Rowe Suite 195 Baton Rouge, LA 70810 Phone – (225) 767-2000 Fax – (225) 767-2004
Peru Mall	3940 Route 251 Suite E-1 Peru, IL 61354 Phone – (815) 223-1079 Fax – (815) 223-7197
Phillips Point	777 South Flagler Drive West Palm Beach, FL 33401 Phone – (561) 833-7337
Pico Rivera Marketplace	Pico Rivera, CA 90660
Pico Rivera Towne Center	8500 Washington Blvd Pico Rivera, CA 90660 Phone – (562) 938-1722 Fax – (562) 938-1744
Piemonte at Ontario Center	4150 East 4th Street Suite G Ontario, CA 91764 Phone – (909) 418-2144 Fax – (909) 418-2059
Pier Shops at Caesars, The	One Atlantic Ocean Suite 4111 Atlantic City, NJ 08401 Phone – (609) 345-3100 Fax – (609) 343-3181
Pinnacle at Turkey Creek	11251 Parkside Drive Knoxville, TN 37934 Phone – (865) 675-0120 Fax – (865) 675-0136

<u>Location</u>	<u>Address and Contact Information</u>
Pinnacle Hills Promenade	2203 Promenade Blvd Suite 8100 Rogers, AR 72758 Phone – (479) 936-2160 Fax – (479) 936-5920
Pinnacle Tutwiler Farm	5000 Pinnacle Square Trussville, AL 35235
Plaza Antonio	Rancho Santa Margarita, CA 92688
Plaza at Preston Center	8383 Preston Center Plaza Drive Suite 330 Dallas, TX 75225 Phone – (469) 232-0000
Plaza de Hacienda	1807 N Hacienda Blvd La Puente, CA 91744
Plaza Del Sol	3137 W. Indian School Road Phoenix, AZ 85017
Plaza Frontenac	17010 S. Lindbergh Suite 92 Frontenac, MO 63131 Phone – (314) 432-5820 Fax – (314) 432-0437
Poca Fiesta	1164 W. Southern Avenue Mesa, AZ 85210 Phone – (480) 461-0050 Fax – (480) 461-1687
Poinsettia Village	7140 Agenda Encinas Carlsbad, CA 92009 Phone – (619) 297-3381 Fax – (619) 294-8291
Potrero Center	2300 16th Street San Francisco, CA 94103 Phone – (650) 992-8687 Fax – (650) 992-1945
Poughkeepsie Galleria	2001 South Road Poughkeepsie, NY 12601

<u>Location</u>	<u>Address and Contact Information</u>
	Phone – (845) 297-7600 Fax – (845) 297-2504
Prado, The	600 South Dixie Highway West Palm Beach, FL 33401
Prince Kuhio Plaza	111 E. Puainako Street Hilo, HI 96720 Phone – (808) 959-3555 Fax – (808) 959-3655
Princetonland	4201 Quaker Bridge Road West Windsor, NJ 08550 Phone – (410) 964-5443 Fax – (410) 964-5273
Promenade on the Peninsula	550 Deep Valley Drive Suite 101 Rolling Hills Estates, CA 90274 Phone – (310) 541-0688 Fax – (310) 377-6062
Promenade Shops at Centerra, The	5971 Sky Pond Drive Suite OFC Loveland, CO 80538 Phone – (707) 280-7465
Promenade Shops at Orchard Valley	1422 Grove Street Manteca, CA 95336 Phone – (901) 531-8710 Fax – (901) 507-5536
Pueblo Mall	3429 Dillon Drive Pueblo, CO 81008 Phone – (719) 544-3454 Fax – (719) 545-5404
Puente Hills Mall	1600 Azusa Avenue Suite 248A City of Industry, CA 91748 Phone – (626) 912-8777 Fax – (626) 913-2719
Queen Ka'ahumanu Center	275 W. Ka'ahumanu Ave Suite 1200 Kahului, HI 96732

<u>Location</u>	<u>Address and Contact Information</u>
	Phone – (808) 877-3369 Fax – (808) 877-5992
Rancho Carmel Plaza	10175 Rancho Carmel Drive San Diego, CA 92128 Phone – (858) 350-2600 Fax – (858) 350-2620
Rancho San Diego Towne Center	SEC Jamacha Road & Campo RD San Diego, CA 92114
Randhurst Mall	55 E. Euclid Ave. Suite #450 Mt. Prospect, IL 60056 Phone – (847) 259-0500 Fax – (847) 259-0228
Redlands Town Center	10000 Alabama Street Redlands, CA 92374
Regency Square	1420 N. Parham Road Richmond, VA 23229 Phone – (804) 740-1518 Fax – (804) 740-4763
River Falls Mall	951 E Lewis & Clark Pkwy Clarksville, IN 47129 Phone – (502) 817-2122 Fax – (502) 284-6347
Rivercenter	849 E. Commerce St. San Antonio, TX 78205 Phone – (210) 225-0689 Fax – (210) 222-1743
Rivertown Crossings	37000 Rivertown Parkway Grandville, MI 49418 Phone – (616) 257-7600 Fax – (616) 257-0507
Rock Hill Galleria	2301 Dave Lyle Blvd Rock Hill, SC 29730 Phone – (803) 324-1711
Rosedale Center Guest Services	10 Rosedale Center

<u>Location</u>	<u>Address and Contact Information</u>
	Roseville, MN 55113
Rosedale Shopping Center	10 Rosedale Center Roseville, MN 55113 Phone – (651) 638-3553 Fax – (651) 638-3599
Sacramento Zoo	3930 West Land Park Drive Sacramento, CA 95822 Phone – (916) 808-5888 Fax – (916) 264-5887
Salem Center	401 Center Street NE Salem, OR Phone – (503) 399-9676 Fax – (503) 364-1284
Salmon Run Mall	21182 Salmon Run Mall Loop West Watertown, NY 13601 Phone – (315) 788-9210 Fax – (315) 788-8821
San Francisco Zoo	1 Zoo Road San Francisco, CA 94132 Phone – (415) 264-2701 Fax – (415) 681-2039
Sangertown Square	Routes 5 & 5A New Hartford, NY 13413 Phone – (315) 797-8520 Fax – (315) 797-0608
Santa Rosa Mall	300 Mary Esther Blvd Suite 112 Mary Esther, FL 32569 Phone – (850) 244-2172 Fax – (850) 244-1303
Santee Trolley Square	9824 Mission Gorge Road Suite B Santee, CA 92071
Savannah Mall	14045 Abercorn St. Box 3 Savannah, GA 31419 Phone – (912) 927-4919 Fax – (912) 927-0430

<u>Location</u>	<u>Address and Contact Information</u>
Scripps Ranch Shopping Center	9840 Hibert Street San Diego, CA 92131
Sequoia Mall	3303 S. Mooney Blvd. Visalia, CA 93277 Phone – (559) 732-5681 Fax – (559) 732-1639
Serramonte Center	3 Serramonte Center Daly City, CA 94015 Phone – (650) 992-8687 Fax – (650) 992-1945
Severance Town Center	3640 Mayfield Road Cleveland Heights, OH 44118 Phone – (216) 381-5762
Shenango Valley Mall	3303 E State St. Hermitage, PA 16148 Phone – (724) 346-4565 Fax – (724) 346-0805
Shirokiya	1450 Ala Moana Blvd Suite 2250 Honolulu, HI 96814
Shoppes at EastChase, The	7274 EastChase Parkway Montgomery, AL 36117 Phone – (334) 279-6046 Fax – (334) 356-3738
Shoppes at River Crossing	5080 Riverside Drive Macon, GA 31210 Phone – (478) 254-2941 Fax – (478) 254-2945
Shoppingtown Mall	Mall Management Office 3649 Erie Boulevard East Dewitt, NY 13214 Phone – (315) 446-9160 Fax – (315) 410-1555
Shops at Briargate, The	1885 Briargate Parkway Suite 503 Colorado Springs, CO 80920

<u>Location</u>	<u>Address and Contact Information</u>
	Phone – (719) 265-6264 Fax – (719) 268-0738
Shops at Evergreen Walk	501 Evergreen Way Suite 503 South Windsor, CT 06074 Phone – (860) 432-3398 Fax – (860) 435-3484
Shops at Fallen Timbers, The	6832 Russell Road Maumee, OH 43537 Phone – (419) 878-6255 Fax – (419) 878-2659
Shops at Highland Village, The	1701 Shoal Creek Suite 245 Highland Village, TX 75077 Phone – (214) 618-6525 Fax – (972) 668-2989
Shops at Ithaca Mall, The	40 Catherwood Road Ithaca, NY 14850-1056 Phone – (607) 257-5338 Fax – (607) 257-6754
Shops at Wailea	3750 Wailea Alanui Drive Kihei, HI 96753 Phone – (808) 891-6770 Fax – (808) 891-6772
Shops at West End, The	1621 West End Blvd Minneapolis, MN 55416 Phone – (763) 450-0554 Fax – (763) 450-0559
Shops at White Oak Village	4501 South Laburnum Avenue Richmond, VA 23231 Phone – (804) 364-9516
Shops at Willow Bend, The	6121 West Park Boulevard Suite 1000 Plano, TX 75093 Phone – (972) 202-7115 Fax – (972) 202-7122
Shops of Grand Avenue, The	161 West Wisconsin Avenue Milwaukee, WI 53221

<u>Location</u>	<u>Address and Contact Information</u>
	Phone – (414) 224-0655
Silver City Galleria	2 Galleria Mall Drive Taunton, MA 02780 Phone – (508) 823-0005 Fax – (508) 823-1199
Solana Beach Towne Center	622-685 San Rodolfo Dr Solana Beach, CA 92075 Phone – (858) 350-2600 Fax – (858) 350-2620
South Coast Marketplace	2701-2841 W. MacArthur Blvd Santa Ana, CA 92704 Phone – (714) 545-1400 Fax – (714) 545-4222
South Park Mall - TX	2310 Southwest Military Drive #136 San Antonio, TX 78224 Phone – (210) 921-0534 Fax – (210) 921-0628
Southbay Market Place	3400 Highland Avenue National City, CA 91950 Phone – (858) 350-2600 Fax – (858) 350-2620
Southbridge Mall	100 South Federal Avenue Mason City, IA 50401 Phone – (614) 423-6688 Fax – (641) 423-1705
Southgate Plaza	4542 Florin Road Sacramento, CA 95823 Phone – (916) 422-2525
Southland Center	23000 Eureka Road Taylor, MI 48180 Phone – (734) 374-2800 Fax – (734) 374-2524
Southland Mall - LA	5953 West Park Avenue Houma, LA 70364 Phone – (985) 876-4765

<u>Location</u>	<u>Address and Contact Information</u>
	Fax – (985) 851-6753
St. Ann Place	2107 North Dixie Highway West Palm Beach, FL 33407
St. Louis Galleria	1155 Saint Louis Galleria St. Louis, MO 63117 Phone – (314) 863-5500 Fax – (314) 863-1415
St. Louis Union Station	1820 Market Street Suite 500 St. Louis, MO 63103-2274 Phone – (314) 421-6699 Fax – (314) 421-3314
Stamford Town Center	100 Greyrock Place Stamford, CT 06901 Phone – (203) 653-9930 Fax – (203) 359-9942
Staten Island Mall	2655 Richmond Avenue Staten Island, NY 10314 Phone – (718) 761-6666 Fax – (718) 494-6766
StoneCrest at Piper Glen	7852 Rea Road Charlotte, NC 28277
Stony Point Fashion Park	9200 Stony Point Parkway Richmond, VA 23235 Phone – (804) 267-2740 Fax – (804) 267-2750
Stratford Square	152 Stratford Square Bloomington, IL 60108 Phone – (630) 351-9400 Fax – (630) 351-9769
Streets of West Chester, The	9465 Civic Center Blvd West Chester, OH 45069 Phone – (513) 759-6800 Fax – (513) 759-6888
Streets, The	19350 Northwest Emma Way Hillsboro, OR 97124-9004

<u>Location</u>	<u>Address and Contact Information</u>
	Phone – (503) 533-0561 Fax – (503) 533-0761
Summit at Birmingham, The	214 Summit Blvd. Suite 150 Birmingham, AL 35243 Phone – (205) 967-0111 Fax – (205) 967-2522
Summit Sierra	13925 S. Virginia Suite 212 Reno, NV 89511 Phone – (775) 853-7800 Fax – (775) 853-7807
Sunset Mall	4001 Sunset Drive Suite 1182 San Angelo, TX 76904 Phone – (325) 949-1947 Fax – (325) 944-9110
Sunvalley Shopping Center	1 Sunvalley Mall Concord, CA 94520 Phone – (925) 825-0400 Fax – (925) 825-1392
Tallahassee Mall	Public Safety Office 2415 North Monroe Street Tallahassee, FL 32303 Phone – (850) 385-7145 Fax – (850) 385-6203
Tanger Outlet Center - San Marcos	4015 IH 35 Suite 805 San Marcos, TX 78666 Phone – (512) 396-7446 Fax – (512) 396-7449
Tanger Outlets Houston/Galveston	5885 Gulf Freeway Suite 630 Texas City, TX 77591 Phone – (281) 534-4200 Fax – (281) 534-7433
Tanger Outlets Westgate	6800 N 95th Ave

<u>Location</u>	<u>Address and Contact Information</u>
	Glendale, AZ 85605 Phone – (623) 877-9500
Taubman Prestige Outlets Chesterfield	17017 N. Outer 40 Drive Chesterfield, MO 63005 Phone – (248) 914-2695
Temecula Town Center	27548 Ynez Road Suite I-9 Temecula, CA 92591 Phone – (951) 676-7490 Fax – (591) 676-7593
Tempe Marketplace	2000 E. Rio Salado Parkway Suite # 1150 Tempe, AZ 85281 Phone – (480) 966-9338 Fax – (480) 966-5445
The District	UT
Tivoli Village at Queensridge	440 S. Rampart Blvd #B-130 Las Vegas, NV 89145 Phone – (702) 534-0000 Fax – (702) 534-0001
Town & Country Center	445 E Palatine Road Arlington Heights, IL 60004
TownMall of Westminster	400 North Center Street Attn: Mall Management Office Westminster, MD 21157 Phone – (410) 857-0300 Fax – (410) 857-4043
Towson Town Center	825 Delaney Valley Road Towson, MD 21204 Phone – (410) 583-6601 Fax – (410) 321-7054
Trump National Golf Club	115 Eagle Tree Terrace Jupiter, FL 33477
Twelve Oaks Mall	27500 Novi Road

<u>Location</u>	<u>Address and Contact Information</u>
	Novi, MI 48377 Phone – (248) 348-9438 Fax – (248) 348-9411
Twin Peaks Mall	1250 South Hover St Longmont, CO 80501 Phone – (303) 651-6454 Fax – (303) 772-4916
Tysons Galleria	2001 International Drive McLean, VA 22102 Phone – (703) 827-7700 Fax – (703) 827-0976
Underground Atlanta	50 Upper Alabama Street Suite 007 Atlanta, GA 30303 Phone – (404) 523-2311 Fax – (404) 523-0507
Union Station	Mall Management 40 Massachusetts Avenue, NE Washington, DC 20002-4225 Phone – (202) 289-1908 Fax – (202) 289-4945
University Mall - IL	P.O. Box 3187 1237 East Main Street Carbondale, IL 62901 Phone – (618) 529-3681 Fax – (618) 457-7056
University Park Village	1612 S University Dr Suite 410 Fort Worth, TX 76107 Phone – (817) 332-5700
Valdosta Mall	1700 Norman Drive Valdosta, GA 31601 Phone – (229) 242-0457
Vallco Shopping Mall	10123 N. Wolfe Road Suite 1095 Cupertino, CA 95014 Phone – (408) 777-3081 Fax – (408) 725-0370

<u>Location</u>	<u>Address and Contact Information</u>
Vero Beach Outlet	1824 94th Drive Vero Beach, FL 32966
Victor Valley Town Center	NEC of Bear Valley Road & Hesperia Road Victorville, CA 92392 Phone – (661) 964-0100 Fax – (661) 274-0302
Village at Leesburg	1602 Village Market Blvd. Leesburg, VA 20175 Phone – (571) 291-2288
Village of Cross Keys, The	5100 Falls Road c/o The Gatehouse Baltimore, MD 21210 Phone – (410) 323-1000 Fax – (410) 377-0876
Village, The	25 Prism Irvine, CA 92618 Phone – (949) 720-5600
Walden Galleria	One Walden Galleria Buffalo, NY 14225 Phone – (716) 681-7600 Fax – (716) 681-1773
Ward Centers	Suite 200 Honolulu, HI 96814 Phone – (808) 591-8411 Fax – (808) 596-4919
Water Treatment Plant	1009 Banyan Blvd West Palm Beach, FL 33401
Waterfront, The	101 South Flagler Drive West Palm Beach, FL 33401
West Oaks Mall	9401 West Colonial Drive Suite 728 Ocoee, FL 34761-6903 Phone – (407) 294-1494 Fax – (407) 294-0706
Westchester Commons	15786 Wc Main St

<u>Location</u>	<u>Address and Contact Information</u>
	Midlothian, VA 23113 Phone – (804) 379-9292
Westdale Mall	2600 Edgewood Road SW Cedar Rapids, IA 52404 Phone – (319) 396-0740 Fax – (319) 396-0350
Westfarms	500 Westfarms Mall Farmington, CT 06032 Phone – (860) 561-3420 Fax – (860) 521-8682
Westgate City Center	6770 North Sunrise Blvd Suite G-220 Glendale, AZ 85305 Phone – (623) 385-7500 Fax – (623) 385-7501
Westgate Mall - TX	7701 I-40 West Suite 140 Amarillo, TX 79121 Phone – (806) 358-7221 Fax – (806) 353-5424
Westland Mall - IA	550 S. Gear Avenue West Burlington, IA 52655 Phone – (847) 277-9930 Fax – (847) 277-9940
Westward Shopping Center	2421 Okeechobee Blvd West Palm Beach, FL 33409 Phone – (504) 904-8500 Fax – (504) 904-8547
Westwood Mall	1850 West Michigan Avenue Jackson, MI 49202 Phone – (517) 787-1170 Fax – (517) 787-5421
Whalers Village	2435 Kaanapali Pkwy Lahaina, HI 96761 Phone – (808) 661-4567 Fax – (808) 661-8584
White Marsh Mall	8200 Perry Hall Blvd

<u>Location</u>	<u>Address and Contact Information</u>
	Baltimore, MD 21236 Phone – (410) 931-7100 Fax – (410) 931-7120
Willowbrook Mall - NJ	1400 Willowbrook Blvd Wayne, NJ 07470 Phone – (973) 785-1616 Fax – (973) 785-8632
Woodbridge Center	250 Woodbridge Center Drive Woodbridge, NJ 07095 Phone – (732) 636-4777 Fax – (732) 636-0417
Youth Empowerment Center	723 39th Street West Palm Beach, FL 33407
Yuma Palms	1305 South Yuma Palms Parkway Suite L-03 Yuma, AZ 85365 Phone – (928) 329-4559 Fax – (928) 329-6528
Chick-fil-A	6275 Lantana Road Greenacres, FL 33463 Phone – (561) 296-4689 Fax – (561) 296-4694
CityCentre	800 Town and Country Way Suite 200 Houston, TX 77024-3920 Phone – (713) 629-5200 Fax – (713) 463-4625
Crossings at Fox Run	45 Gosling Road Newington, NH 03801 Phone – (781) 273-5555
Four Peaks Plaza	Fountain Hills, AZ 85269 Phone – (480) 507-2700 Fax – (480) 507-2712
Georgetown Park Mall	3222 M Street, N.W. Washington, DC 20007 Phone – (202) 342-8190 Fax – (202) 342-1458

<u>Location</u>	<u>Address and Contact Information</u>
Glynn Place Mall	219 Mall Blvd Brunswick, GA 31252 Phone – (912) 267-6964 Fax – (912) 267-1439
London Square	13550 SW 120th Street Miami, FL 33186 Phone – (305) 274-7982 Fax – (305) 274-4482
Mall St. Matthews	5000 Shelbyville Road Louisville, KY 40207-3342 Phone – (502) 893-0312 Fax – (502) 897-5849
Marion Centre	1509 Marion-Waldo Road Marion, OH 43302 Phone – (740) 389-5785 Fax – (740) 389-4148
Northgate Mall	9501 Colerain Avenue Cincinnati, OH 45251 Phone – (513) 385-7065 Fax – (513) 385-5603
Owings Mills Corporate Center	10451 Mill Run Circle Owings Mill, MD 21117 Phone – (410) 992-6526 Fax – (410) 363-7999
Oxmoor Center	7900 Shelbyville Road Louisville, KY 40222 Phone – (502) 426-3002 Fax – (502) 425-3417
Promenade at Town Center	27003-27103 McBean Parkway Valencia, CA 91355 Phone – (310) 886-7768 Fax – (310) 886-3969

<u>Location</u>	<u>Address and Contact Information</u>
Quarry Village	300 E. Basse Road San Antonio, TX 78209 Phone – (210) 386-2444 Fax – (210) 222-1743
Scottsdale Quarter	15169 North Scottsdale Road Scottsdale, AZ 85254 Phone – (480) 270-8120 Fax – (480) 270-8138
Shops at Dos Lagos, The	2780 Cabot Drive Suite 140 Corona, CA 92883 Phone – (214) 561-8800 Fax – (214) 283-1600
Shops of Saddle Creek, The	7509 Poplar Avenue Suite # 1 Germantown, TN 38138 Phone – (901) 753-4265 Fax – (901) 753-4484
Towson Commons	1 W. Pennsylvania Avenue Suite 95 Towson, MD 21204 Phone – (410) 583-0110 Fax – (410) 583-6792
Village Mall	1627-53 Opelika Road Auburn, AL 36830 Phone – (334) 821-8368 Fax – (334) 826-6737

Schedule 11.6 – State of Organization

<u>Entity</u>	<u>State of Incorporation</u>	<u>State Organization Number</u>
IPC International Corporation	Illinois	51473779
The Security Network Holdings Corp.	Delaware	4428095

Schedule 11.7 – Pending Litigation

None

Schedule 11.9 – Affiliate Transactions

None

Schedule 11.10 – Trade Names

<u>Borrower</u>	<u>Trade Names</u>
The Security Network Holdings Corp.	None
IPC International Corp.	d/b/a IPC International Corporation of Puerto Rico, IPC International Corp. d/b/a IPC International Corporation of Illinois, IPC International Corp. d/b/a Illinois Protection Corporation, IPC International Corp. d/b/a Investigative & Protective Companies International Corporation, IPC International Realty Company, LLC, Uniformity, Inc., and IPC Technologies

Schedule 11.14 – Other Indebtedness

Type of Debt	Creditor	Amount
Capital Lease – Vehicle ***	Arnie Yusim Leasing Inc.	Approx. \$3,105,000 outstanding
Capital Lease – Vehicle ***	Emkay Inc.	Approx. \$4,000 outstanding
Subordinated Debt	Howard Kaplan	\$1,327,460.44
Subordinated Debt	Donald Lantz	\$325,117.92

*** These items are included for informational purposes only and do not constitute an admission that capital leases constitute indebtedness for borrowed money.

Schedule 11.16 – Subsidiaries and Affiliates

<u>Borrower</u>	<u>Subsidiaries, Affiliates and Parents</u>
The Security Network Holdings Corporation	<ul style="list-style-type: none"> • IPC International Realty Company, LLC (subsidiary) • Uniformity, Inc. (subsidiary) • IPC Technologies, Inc. (indirect subsidiary) • IPC International Corporation (subsidiary)
IPC International Corporation	<ul style="list-style-type: none"> • IPC International Realty Company, LLC (affiliate) • Uniformity, Inc. (affiliate) • IPC Technologies, Inc. (subsidiary) • The Security Network Holdings Corp. (parent)

Schedule 17.1 – Closing Document Checklist**CLOSING CHECKLIST****\$12,000,000 Revolving Credit Facility**

to

**THE SECURITY NETWORK HOLDINGS CORP, IPC INTERNATIONAL CORPORATION
(collectively the “Borrowers”)**

by

THE PRIVATEBANK AND TRUST COMPANY (“PVBK”),as Lender (“Lender”)

Closing Date: August 13, 2013

ITEM NUMBE R	DOCUMENT/TASK	RESP. PARTY	STATUS
PRINCIPAL LOAN DOCUMENTS			
1.	Post Petition Loan and Security Agreement by and between Borrowers and Lender	Katten	
	<u>Exhibits</u> Exhibit A Form of Compliance Certificate Exhibit B Form of Notice of Borrowing Exhibit C Commercial Tort Claims Exhibit D Form of Revolving Note	Katten	
	<u>Schedules</u> Schedule 1 Permitted Liens Schedule 11.2 Business and Collateral Locations Schedule 11.6 State of Organization Schedule 11.7 Litigation Schedule 11.9 Affiliate Transactions Schedule 11.10 Trade Names Schedule 11.14 Indebtedness Schedule 11.16 Subsidiaries and Affiliates Schedule 17(a) Closing Document Checklist	Proskauer / Borrower	
2.	Revolving Note by Borrowers payable to Lender in the amount of \$12,000,000	Katten	

ITEM NUMBER	DOCUMENT/TASK	RESP. PARTY	STATUS
3.	Master Letter of Credit Agreement	Katten	
PRINCIPAL COLLATERAL DOCUMENTS			
4.	Guaranty by IPC Technologies, Inc.	Katten	
5.	Guaranty by Uniformity, Inc.	Katten	
6.	Guaranty by IPC International Realty Company, LLC	Katten	
LIEN SEARCHES, UCC/PPSA FINANCING STATEMENTS			
7.	Lien Searches	Katten	
FUNDING AND MISCELLANEOUS ITEMS AND DOCUMENTATION			
8.	Initial Notice of Borrowing and Disbursement of Funds Letter by Borrower Exhibit A - Borrowing Base computations Exhibit B - Sources and Uses of Cash	Borrowers	
9.	Closing Officer's Certificate of Borrowers	Katten	
10.	Certified Copy of Interim Order	Proskauer	
11.	Property and Casualty Insurance Certificates for Borrowers and Guarantors listing Lender, as Loss Payee/Additional Insured (as applicable)	Borrowers	
CORPORATE DOCUMENTS			
12.	Secretary's Certificates (including incumbency) of The Security Network Holdings Corp.: Exhibit A Certificate of Incorporation, recently certified by the Secretary of State of Delaware Exhibit B Bylaws Exhibit C Resolutions Exhibit D Good Standing Certificate	Proskauer / Borrower	
13.	Secretary's Certificates (including incumbency) of IPC International Corporation:	Proskauer / Borrower	

ITEM NUMBE R	DOCUMENT/TASK	RESP. PARTY	STATUS
	Exhibit A Articles of Incorporation, recently certified by the Secretary of State of Illinois Exhibit B Bylaws Exhibit C Resolutions Exhibit D Good Standing Certificate		
14.	Secretary's Certificates (including incumbency) of IPC Technologies, Inc.: Exhibit A Articles of Incorporation, recently certified by the Secretary of State of Illinois Exhibit B Bylaws Exhibit C Resolutions Exhibit D Good Standing Certificate	Proskauer / Borrower	
15.	Secretary's Certificates (including incumbency) of Uniformity, Inc.: Exhibit A Articles of Incorporation, recently certified by the Secretary of State of Illinois Exhibit B Bylaws Exhibit C Resolutions Exhibit D Good Standing Certificate	Proskauer / Borrower	
16.	Secretary's Certificate of the Sole Member (including incumbency) of IPC International Realty Company, LLC: Exhibit A Articles of Organization recently certified by the Secretary of State of Illinois Exhibit B Restated Operating Agreement Exhibit C Resolutions Exhibit D Good Standing Certificate	Proskauer / Borrower	

EXHIBIT B

8/8/2013 1:02 PM

EXHIBIT I

DIP Order Budget

Security Network Holdings

DIP Budget Summary
Weekly Cash Flow Forecast - For Weeks Ended 8/8/13 through 11/1/13
(000s)

Period Ending	8/8/13	8/15/13	8/22/13	8/29/13	9/5/13	9/12/13	9/19/13	9/26/13	10/3/13	10/10/13	10/17/13	10/24/13	10/31/13	11/7/13	Total
Cash Flow	8,687.8	6,011.8	8,921.2	7,793.9	7,332.4	7,822.8	8,965.3	7,762.7	7,768.3	7,745.3	9,014.3	7,300.6	8,424.2	8,424.2	6,887.8
Beginning Revolver	1,026.1	1,988.7	3,615.3	3,177.0	1,921.6	1,599.7	3,479.3	2,811.9	2,460.4	1,405.8	3,303.5	2,987.6	3,163.3	3,163.3	32,951.1
Cash Inflow	1,026.1	1,988.7	3,615.3	3,177.0	1,921.6	1,599.7	3,479.3	2,811.9	2,460.4	1,405.8	3,303.5	2,987.6	3,163.3	3,163.3	32,951.1
Total Cash Receipts	1,847.2	3,045	7,913	2,530.0	2,123.6	2,730.1	1,925.5	2,775.2	2,240.0	2,874.9	1,589.9	3,821.1	2,175.6	2,175.6	27,528.8
Cash Outflow (1)	1,847.2	3,045	7,913	2,530.0	2,123.6	2,730.1	1,925.5	2,775.2	2,240.0	2,874.9	1,589.9	3,821.1	2,175.6	2,175.6	27,528.8
Total Operating Cash Outflow	(821.1)	1,886.1	2,824.0	647.0	(202.0)	(1,130.4)	1,553.8	36.6	220.4	(1,268.0)	1,713.7	(833.5)	987.8	987.8	5,422.3
Net Cash From Operations	246.0	2,574.7	1,646.8	185.4	96.2	-	63.2	32.2	-	-	-	-	95.7	95.7	4,940.3
Non-Operating Cash Expenditures (1)	250.0	30.0	50.0	-	-	-	(75.0)	-	-	-	-	-	355.0	-	1,080.0
Adequate Protection/ Pre-petition Taxes (2)	6.7	-	-	-	17.9	-	-	-	-	-	-	-	-	-	(140.0)
Restructuring Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	24.6
Deferred Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	198.3
Pre-Petition Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	33.3
Post-Petition Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	341.7
Pre-Petition Vehicle Leases	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Post-Petition Vehicle Leases	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Non-operating expenses subtotal	502.7	2,604.7	1,888.8	185.4	288.5	-	363.2	32.2	207.4	-	-	280.0	288.2	288.2	6,468.2
Change In Revolver	(1,323.9)	(908.5)	1,127.2	461.6	(480.5)	(1,130.4)	1,180.6	4.4	13.0	(1,268.0)	1,713.7	(1,123.5)	898.5	898.5	(1,038.9)
Ending Revolver	8,011.6	8,921.2	7,793.9	7,332.4	7,822.9	8,965.3	7,762.7	7,768.3	7,746.3	9,014.3	7,300.6	8,424.2	7,724.6	7,724.6	7,724.6
Sales	2,895.4	2,388.7	2,388.7	2,388.7	2,895.4	2,388.7	2,388.7	2,388.7	2,895.4	2,388.7	2,388.7	2,388.7	2,388.7	2,388.7	31,973.3
IPC	28.5	28.5	28.5	28.5	28.5	28.5	28.5	28.5	28.5	28.5	28.5	28.5	28.5	28.5	370.0
Uniformity	2,723.9	2,417.2	2,417.2	2,417.2	2,723.9	2,417.2	2,417.2	2,417.2	2,723.9	2,417.2	2,417.2	2,417.2	2,417.2	2,417.2	32,343.3
Total Net Sales	2,723.9	2,417.2	2,417.2	2,417.2	2,723.9	2,417.2	2,417.2	2,417.2	2,723.9	2,417.2	2,417.2	2,417.2	2,417.2	2,417.2	32,343.3

Footnotes:

1) Total Disbursements can be broken into the following categories:

Payroll	1,258.0	2,468.7	1,347.9	2,491.2	1,347.0	2,452.8	1,341.0	2,452.8	1,389.1	2,458.4	1,343.3	2,503.4	1,337.8	24,182.3
Insurance	79.1	220.2	822.1	40.8	455.8	153.8	101.8	40.8	455.8	92.9	40.8	770.5	455.8	3,528.7
Rent	106.0	-	-	-	105.0	-	-	-	105.0	-	-	-	-	314.9
Other Payables	861.9	219.3	518.1	183.6	410.4	123.6	845.9	314.0	388.4	123.6	205.9	837.3	575.9	5,827.9
Interest	28.0	-	-	-	87.3	-	-	-	82.4	-	-	-	-	243.2
Principal	-	-	-	-	26.7	-	-	-	26.7	-	-	-	-	80.0
Total Disbursements	2,349.8	2,908.2	2,488.1	2,716.4	2,412.1	2,730.1	2,286.7	2,807.4	2,447.4	2,674.9	1,588.9	4,111.1	2,483.8	33,988.0

2) Pre-petition Payroll / Taxes include the following (post-petition represents split-payments):

	Pre-Petition	Post-Petition	Total
Payroll	4,204.2	3,943.2	8,147.4
Unemployment Taxes	320.7	130.0	450.7
Sales Taxes	415.3	274.4	689.7
Total	4,940.3	4,347.6	9,287.9