
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934

Date of Report: May 13, 2016
(Date of earliest event reported)

A.M. CASTLE & CO.
(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction
of incorporation)

1-5415
(Commission
File Number)

36-0879160
(IRS Employer
Identification No.)

1420 Kensington Road, Suite 220
Oak Brook, IL 60523
(Address of principal executive offices)

Registrant's telephone number including area code: (847) 455-7111

Not Applicable
(Former name or former address if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13 e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

Issuance of Convertible Senior Secured Notes due 2019

As previously disclosed, A.M. Castle & Co. (the “Company”) entered into Transaction Support Agreements (as amended and restated, the “Support Agreements”) with certain holders of the Company’s 7.00% Convertible Senior Notes due 2017 (the “Existing Convertible Notes”) providing for, among other things, the terms of private exchanges of Existing Convertible Notes into new 5.25% Convertible Senior Secured Notes due 2019 (the “New Convertible Notes”) and/or shares of the Company’s common stock, at the noteholder’s election (the “Exchanges”).

Effective as of May 19, 2016, the Company issued \$23,810,000 aggregate principal amount of New Convertible Notes in the Exchanges pursuant to separate exchange agreements (the “Exchange Agreements”). Included in this issuance were (i) \$20,870,000 in aggregate principal amount of New Convertible Notes issued pursuant to previously announced Exchange Agreements between the Company and certain non-affiliate noteholders and (ii) \$2,940,000 in aggregate principal amount of New Convertible Notes issued pursuant to an Exchange Agreement with Raging Capital Management, LLC and certain of its affiliates (“Raging Capital”), an affiliate of the Company.

For each \$1,000 principal amount of Existing Convertible Notes validly exchanged in the Exchanges, an exchanging holder of Existing Convertible Notes received \$700 principal amount of New Convertible Notes, plus accrued and unpaid interest. The New Convertible Notes mature on December 30, 2019, and pay interest at a rate of 5.25% per annum, payable semi-annually in cash.

The New Convertible Notes were issued pursuant to an indenture, dated as of May 19, 2016 (the “New Indenture”), among the Company, certain subsidiaries of the Company (the “Note Guarantors”), and U.S. Bank National Association, as trustee and as collateral agent. The Company did not receive any cash proceeds in connection with the Exchanges and issuance of the New Convertible Notes.

The New Convertible Notes are initially convertible into shares of the Company’s common stock at a conversion price (the “Conversion Price”) per share of \$2.25. The Conversion Price is subject to the same adjustment provisions contained in the indenture governing the Existing Convertible Notes, subject to certain exceptions; provided that, to the extent the Company’s common stock (or derivatives) is issued in respect of any Existing Convertible Notes after the completion of the Exchanges at an issue price (or exercise or Conversion Price, as the case may be) per share that is lower than the Conversion Price then in effect, (i) the Conversion Price shall be adjusted to the lower of (x) the lowest issue price per share of the Company’s common stock so issued and (y) the lowest conversion or exercise price per share of any such derivatives, and (ii) the Conversion Price shall have the benefit of any adjustment provision applicable to the conversion or exercise price of such derivatives, to the extent such provision is more favorable than that applicable to the Conversion Price.

The holders of New Convertible Notes may convert the New Convertible Notes, from time to time, in whole or in part, into shares of the Company's common stock, at the then-applicable Conversion Price. The conversion may be settled in the form of cash, shares of the Company's common stock, or a combination of both, in the Company's sole discretion.

The value of shares of the Company's common stock for purposes of the settlement of the conversion right will be calculated as provided in the indenture for the Existing Convertible Notes, using a 20 trading day period rather than a 40 trading day period for the observation period. Upon such conversion, the converting holder also shall be entitled to receive an amount equal to the Make-Whole Premium (as defined below), payable in the form of cash, shares of the Company's common stock, or a combination of both, in the Company's sole discretion. The value of shares of the Company's common stock for purposes of calculating the Make-Whole Premium upon conversion will be based on the greater of (x) 130% of the conversion price then in effect and (y) the volume weighted average price ("VWAP") of such shares for the relevant observation period (using a 20 trading day period), as provided in the indenture for the Existing Convertible Notes.

If a conversion occurs in connection with a fundamental change, for each \$1,000 principal amount of New Convertible Notes, the number of shares of the Company's common stock issuable upon conversion shall equal the greater of (A) \$1,000 plus the amount of a Make-Whole Premium divided by the then applicable Conversion Price and (B) \$1,300 divided by the price per share of the Company's common stock paid in connection with the fundamental change. Settlement upon conversion in connection with a fundamental change shall be in the form of cash, shares of the Company's common stock, or a combination of both, in the Company's sole discretion. The value of shares of the Company's common stock for purposes of the settlement of such conversion will be based on the VWAP of such shares for the 20 trading days immediately preceding the date of conversion. The New Convertible Notes do not contain provisions analogous to those applicable to the Existing Convertible Notes that require the issuance of additional shares in connection with a fundamental change.

Upon 20 trading days' notice, if the daily VWAP of the Company's common stock has been at least 130% of the Conversion Price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading day period ending on, and including, the trading day immediately preceding the date on which such notice of redemption is provided, the Company shall, from time to time, have the right to redeem any or all of the New Convertible Notes at a price equal to (A) 100.0% of the aggregate principal amount thereof plus (B) the Make-Whole Premium. The redemption price can be paid in the form of cash, shares of the Company's common stock, or a combination of both, in the Company's sole discretion. The value of shares of the Company's common stock will be based on the VWAP of such shares for the 20 trading days immediately preceding the date of redemption. Prior to the third trading day prior to the date of any such redemption, any New Convertible Notes called for redemption may be converted into shares of the Company's common stock at the Conversion Price then in effect.

In addition, the Company shall pay, on the relevant redemption date (whether a conversion date or a fundamental change settlement date), in cash, all accrued and unpaid interest on the New Convertible Notes to be redeemed to, but not including the relevant redemption date (or conversion date or fundamental change settlement date, as the case may be) (the "Accrued Interest Amount").

“Make-Whole Premium” means, with respect to each \$1,000 in principal amount of New Convertible Notes, an amount equal to the present values of all scheduled payments of interest on the New Convertible Notes to be redeemed from the relevant redemption date (or conversion date, in the case of a conversion) to (and including) the earlier of (x) the fourth interest payment date after such redemption date (or conversion date, as the case may be) and (y) December 30, 2019 (excluding the Accrued Interest Amount), computed using a discount rate equal to the yield on the U.S. Treasury security whose tenor most nearly approximates the time until each such interest payment plus 0.50%. It is understood for purposes of this definition that if a redemption date or conversion date occurs other than on an interest payment date, (i) any accrued and unpaid interest on the New Convertible Notes that is paid in cash on the redemption date or conversion date shall be subtracted from the amount of the first interest payment to be included in the calculation of the Make-Whole Premium, and (ii) if there are fewer than 90 days left in the current interest period as of such redemption date or conversion date, clause (x) should refer to the fifth interest payment date after such redemption date or conversion date rather than the fourth.

Delisting from the NYSE or NASDAQ is not an event of default or fundamental change, but the Company has agreed to use all commercially reasonable efforts to remain listed on either the NYSE or NASDAQ. The Company and the guarantors of the New Convertible Notes may not incur additional debt secured by liens that rank equally with the liens securing the New Convertible Notes, other than additional New Convertible notes issued in exchange for Existing Convertible Notes that have not been exchanged in the Exchanges, on terms no more advantageous to the holders of such Existing Convertible Notes than the terms of the Exchanges are to the noteholders party to a Support Agreement.

The Company may not refinance the remaining Existing Convertible Notes or the Old Secured Notes with any indebtedness (i) that is senior (either in right of payment or as to security) to the New Convertible Notes, (ii) as to which a person other than the Company or a guarantor of the New Convertible Notes is an obligor or provides credit support or (iii) that has any scheduled amortization payments or a maturity date that is earlier than 91 days after the maturity date of the New Convertible Notes; except that such limitation shall not apply to borrowings by the Company in an amount not to exceed \$10.0 million under the Company’s senior secured credit facility (the “Senior Credit Facility”), the proceeds of which are used to repay, redeem, prepay, retire, defease, or otherwise satisfy the Existing Secured Notes.

The conversion right will also be limited so that, while the shares of the Company’s common stock are registered under the Exchange Act, no holder (or group of affiliated holders) may convert its New Convertible Notes into a number of shares of the Company’s common stock that exceeds the number that would cause such holder (or group of affiliated holders) to beneficially own for the first time more than 9.99% of the outstanding shares of the Company’s common stock, except in connection with an issuance of the Company’s common stock pursuant to, or upon a conversion in connection with, (i) the Company’s optional redemption rights or (ii) a fundamental change.

All current and future guarantors of the Old Secured Notes, the Company's 12.75% Senior Secured Notes due 2018 (the "New Secured Notes"), the Company's Senior Credit Facility and any other material indebtedness of the Company (the "Note Guarantors") guarantee the New Convertible Notes.

The New Convertible Notes and the related guarantees are secured on a "silent" third-priority basis by a lien on substantially all of the Company's and the Note Guarantors' assets, subject to certain exceptions and permitted liens pursuant to the Pledge and Security Agreement, dated as of May 19, 2016, by the Company and the subsidiaries party thereto, in favor of U.S. Bank National Association, as collateral agent for the benefit of the Secured Parties named therein (the "Pledge and Security Agreement"). However, the security interest in such assets that secure the New Convertible Notes and the related guarantees are contractually subordinated to liens thereon that secure the Company's Senior Credit Facility by means of the Amended and Restated Intercreditor Agreement, dated as of February 8, 2016, among Wells Fargo Bank, National Association, in its capacity as administrative and collateral agent for the First Lien Secured Parties and U.S. Bank National Association, in its capacity as trustee and collateral agent for the Second Lien Secured Parties (the "Intercreditor Agreement"). The New Convertible Notes are also secured by a pledge of capital stock of all of the Company's domestic subsidiaries and all of the domestic subsidiaries of the Note Guarantors and up to 65% of the voting stock of certain of the Company's foreign subsidiaries.

The foregoing descriptions of the New Indenture and the Pledge and Security Agreement are qualified in their entirety by reference to the complete text of such agreements, copies of which are filed herewith as Exhibits 4.1 and 10.1, respectively, and are incorporated herein by reference. The foregoing description of the Intercreditor Agreement is qualified in its entirety by reference to the complete text of such agreement, a copy of which is filed as Exhibit 10.5 to the Company's Form 8-K filed on February 11, 2016, and is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 3.02 Unregistered Sales of Equity Securities.

As described in Item 1.01 of this Current Report on Form 8-K, which is incorporated by reference into this Item 3.02, the Company issued \$23,810,000 in aggregate principal amount of New Convertible Notes effective as of May 19, 2016. The issuance of the New Convertible notes was the second step of the transactions contemplated by the Support Agreements to refinance the Company's \$57.5 million aggregate principal amount outstanding of Existing Convertible Notes. The first step of these transactions included the issuance of an aggregate of 7,862,565 shares of

the Company's common stock on May 16, 2016, as disclosed by the Company Form 8-K filed on May 16, 2016. The offer and sale of the Company's common stock, the New Convertible Notes, and the shares of common stock underlying the New Convertible Notes pursuant to the Support Agreements have not been registered under the Securities Act of 1933, as amended (the "Securities Act") and were offered and sold pursuant to, and in compliance with, Section 4(a)(2) of the Securities Act of 1933, as amended. The Convertible Notes are convertible into cash, shares of the Company's common stock, or a combination thereof, as described in Item 1.01 of this Current Report on Form 8-K.

As a result of the consummation of the foregoing refinancing transactions contemplated by the Support Agreements, the Company has outstanding \$23,810,000 in aggregate principal amount of New Convertible Notes and \$35,000 in aggregate principal amount of Existing Convertible Notes.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 13, 2016, Brian P. Anderson notified the Company of his intention not to stand for re-election as a director at the 2016 Annual Meeting of Stockholders. Mr. Anderson's decision not to stand for re-election was not the result of a disagreement with the Company on any matter relating to the Company's operations, policies or practices.

Item 8.01 Other Events.

On May 13, 2016, the Company entered into an agreement with a holder of \$1,200,000 in aggregate principal amount of its Old Secured Notes providing for the exchange of such notes for \$1,200,000 in aggregate principal amount of its New Secured Notes. The New Secured Notes were offered and sold pursuant to, and in compliance with, Section 3(a)(9) of the Securities Act.

Following the transaction described above, the Company has outstanding \$204,519,000 in aggregate principal amount of New Secured Notes and \$5,481,000 in aggregate principal amount of Old Secured Notes.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
4.1	Indenture, dated as of May 19, 2016, among A.M. Castle & Co., the Guarantors, U.S. Bank National Association, as trustee and U.S. Bank National Association, as collateral agent.
10.1	Pledge and Security Agreement, dated as of May 19, 2016, by A.M. Castle & Co., and its subsidiaries that are party thereto, in favor of U.S. Bank National Association, as collateral agent for the benefit of the Secured Parties named therein.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

A.M. CASTLE & CO.

May 19, 2016

By: /s/ Marc E. Edgar

Marc E. Edgar
Executive Vice President, General Counsel,
Secretary & Chief Administrative Officer

EXHIBIT INDEX

<u>Exhibit Number</u>	<u>Description</u>
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10.1	Pledge and Security Agreement, dated as of May 19, 2016, by A.M. Castle & Co., and its subsidiaries that are party thereto, in favor of U.S. Bank National Association, as collateral agent for the benefit of the Secured Parties named therein.

**A. M. CASTLE & CO.
AND EACH OF THE GUARANTORS PARTY HERETO
5.25% CONVERTIBLE SENIOR SECURED NOTES DUE 2019**

**INDENTURE
DATED AS OF
MAY 19, 2016**

U.S. BANK NATIONAL ASSOCIATION

TRUSTEE AND COLLATERAL AGENT

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS AND INCORPORATION BY REFERENCE	1
Section 1.01 Definitions	1
Section 1.02 Rules of Construction	25
Section 1.03 Acts of Holders	25
ARTICLE II THE NOTES	26
Section 2.01 Form and Dating	26
Section 2.02 Execution and Authentication	28
Section 2.03 Registrar, Paying Agent and Conversion Agent	28
Section 2.04 Paying Agent and Conversion Agent to Hold Money and Securities in Trust	29
Section 2.05 Holder Lists	29
Section 2.06 Transfer and Exchange	30
Section 2.07 Replacement Notes	32
Section 2.08 Outstanding Notes	33
Section 2.09 Temporary Notes	34
Section 2.10 Cancellation	34
Section 2.11 Persons Deemed Owners	34
Section 2.12 CUSIP and ISIN Numbers	34
ARTICLE III REPURCHASE AT OPTION OF HOLDERS UPON A FUNDAMENTAL CHANGE	34
Section 3.01 Right to Require Repurchase upon a Fundamental Change	34
ARTICLE IV COVENANTS	38
Section 4.01 Payment of Notes	38
Section 4.02 SEC and Other Reports	39
Section 4.03 Maintenance of Listing	39
Section 4.04 Limitation on Additional Third-Lien Indebtedness	39
Section 4.05 Limitation on Repayment of Certain Indebtedness	40
Section 4.06 Real Estate Mortgages and Filings; Landlord Waivers	40
Section 4.07 Compliance Certificate	42
Section 4.08 Further Assurances	42
Section 4.09 Maintenance of Office or Agency	42
Section 4.10 Delivery of Certain Information	43

	Page
Section 4.11 Par Value Limitation	43
Section 4.12 Statement by Officers as to Default	43
Section 4.13 Restriction on Resales	43
ARTICLE V SUCCESSOR PERSON	43
Section 5.01 When Company May Merge or Transfer Assets	43
ARTICLE VI DEFAULTS AND REMEDIES	44
Section 6.01 Events of Default	44
Section 6.02 Acceleration; Rescission and Annulment	46
Section 6.03 Other Remedies	47
Section 6.04 Waiver of Past Defaults	47
Section 6.05 Control by Majority	47
Section 6.06 Limitation on Suits	48
Section 6.07 Rights of Holders to Receive Payment	48
Section 6.08 Collection Suit by Trustee	48
Section 6.09 Trustee May File Proofs of Claim	48
Section 6.10 Priorities	49
Section 6.11 Undertaking for Costs	49
Section 6.12 Waiver of Stay, Extension or Usury Laws	49
ARTICLE VII TRUSTEE	50
Section 7.01 Duties of Trustee	50
Section 7.02 Rights of Trustee	51
Section 7.03 Individual Rights of Trustee	52
Section 7.04 Trustee's Disclaimer	52
Section 7.05 Notice of Defaults	52
Section 7.06 Compensation and Indemnity	53
Section 7.07 Replacement of Trustee	53
Section 7.08 Successor Trustee by Merger	54
Section 7.09 Eligibility; Disqualification	55
Section 7.10 Trustee's Application for Instructions from the Company	55
ARTICLE VIII DISCHARGE OF INDENTURE	55
Section 8.01 Discharge of Liability on Notes	55
Section 8.02 Reinstatement	56
Section 8.03 Officer's Certificate; Opinion of Counsel	56

	Page
ARTICLE IX MODIFICATION AND AMENDMENTS	56
Section 9.01 Without Consent of Holders	56
Section 9.02 With Consent of Holders	57
Section 9.03 Revocation and Effect of Consents, Waivers and Actions	58
Section 9.04 Notation on or Exchange of Notes	59
Section 9.05 Trustee to Sign Supplemental Indentures	59
Section 9.06 Effect of Supplemental Indentures	59
ARTICLE X CONVERSIONS	59
Section 10.01 Conversion Privilege and Conversion Rate	59
Section 10.02 Exercise of Conversion Privilege	61
Section 10.03 Fractions of Shares	65
Section 10.04 Adjustment of Conversion Rate	65
Section 10.05 Notice of Adjustments of Conversion Rate	74
Section 10.06 Company to Reserve Common Stock	75
Section 10.07 Taxes on Conversions	75
Section 10.08 Certain Covenants	75
Section 10.09 Cancellation of Converted Notes	75
Section 10.10 Provision in Case of Effect of Reclassification, Consolidation, Merger or Sale	75
Section 10.11 Responsibility of Trustee for Conversion Provisions	77
Section 10.12 Notice to Holders Prior to Certain Actions	77
Section 10.13 Certain Limitations on Settlement	78
ARTICLE XI PAYMENT OF INTEREST	79
Section 11.01 Payment of Interest	79
Section 11.02 Defaulted Interest	79
Section 11.03 Interest Rights Preserved	80
ARTICLE XII OPTIONAL REDEMPTION	80
Section 12.01 Right to Redeem	80
Section 12.02 Selection of Notes to be Redeemed	81
Section 12.03 Notices of Redemption	81
Section 12.04 Effect of Notice of Redemption	83
Section 12.05 Deposit of Redemption Price	83
Section 12.06 Notes Redeemed in Part	83

	Page
ARTICLE XIII NOTE GUARANTEES	83
Section 13.01 Guarantee	83
Section 13.02 Limitation on Guarantor Liability	84
Section 13.03 Execution and Delivery of Note Guarantee	85
Section 13.04 Guarantors May Consolidate, etc., on Certain Terms	85
Section 13.05 Releases	86
ARTICLE XIV COLLATERAL AND SECURITY	87
Section 14.01 Grant of Security Interest	87
Section 14.02 Opinions	88
Section 14.03 Release of Collateral	88
Section 14.04 Specified Releases of Collateral	89
Section 14.05 Release upon Satisfaction of All Outstanding Obligations	89
Section 14.06 Form and Sufficiency of Release	90
Section 14.07 Purchaser Protected	90
Section 14.08 Authorization of Actions to Be Taken by the Collateral Agent Under the Collateral Documents	90
Section 14.09 Authorization of Receipt of Funds by the Trustee Under the Collateral Documents	91
Section 14.10 Intercreditor Agreements	91
ARTICLE XV MISCELLANEOUS	91
Section 15.01 Notices	91
Section 15.02 Certificate and Opinion as to Conditions Precedent	92
Section 15.03 Statements Required in Certificate or Opinion	92
Section 15.04 Separability Clause	93
Section 15.05 Rules by Trustee	93
Section 15.06 Governing Law; Waiver of Jury Trial	93
Section 15.07 No Recourse Against Others	93
Section 15.08 Calculations	93
Section 15.09 Successors	93
Section 15.10 Multiple Originals	93
Section 15.11 Table of Contents; Headings	94
Section 15.12 Force Majeure	94
Section 15.13 Submission to Jurisdiction	94
Section 15.14 USA Patriot Act	94

EXHIBITS

Form of Note	A-1
Form of Transfer Certificate	B-1
Restricted Stock Legend	C-1
Form of Notation of Guarantee	D-1
Form of Supplemental Indenture to be Delivered by Subsequent Guarantors	E-1
Form of Intercreditor Agreement	F-1
Form of Junior Lien Intercreditor Agreement	G-1

INDENTURE, dated as of May 19, 2016, among A. M. CASTLE & CO., a Maryland corporation (“**Company**,” as more fully set forth in Section 1.01), each of the Guarantors (as more fully set forth in Section 1.01), U.S. BANK NATIONAL ASSOCIATION, as trustee (in such capacity, “**Trustee**,” as more fully set forth in Section 1.01) and U.S. BANK NATIONAL ASSOCIATION, as collateral agent (in such capacity, “**Collateral Agent**,” as more fully set forth in Section 1.01).

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders of the Company’s 5.25% Convertible Senior Secured Notes due 2019:

ARTICLE I
DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01 Definitions.

20-Day VWAP:

“20-Day VWAP” means, with respect to any Conversion Date or Redemption Date, the average of the Daily VWAPs for the 20 consecutive VWAP Trading Days prior to such Conversion Date or the third VWAP Trading Day prior to such Redemption Date, respectively.

Act:

The term “Act,” with respect to any Holder, has the meaning specified in Section 1.03.

Additional Exchange Notes:

“Additional Exchange Notes” means Additional Notes issued under this Indenture and subject to the Guarantees that are secured by the Collateral pursuant to the Collateral Documents on a pari passu basis with the other Notes and Guarantees thereof issued under this Indenture, which Additional Notes are issued in exchange for Existing Convertible Notes outstanding on the date of this Indenture on terms no more advantageous to the holders of such Existing Convertible Notes than the terms under which Supporting Note Holders exchanged their Existing Convertible Notes in the Private Convertible Note Exchanges were to such Supporting Note Holders.

Additional Notes:

The term “Additional Notes” means an unlimited aggregate principal amount of additional Notes that may be issued by the Company under this Indenture as part of the same series as the Initial Notes; *provided* that, if any such additional Notes are not fungible with the Initial Notes for U.S. federal income tax and securities laws purposes, such additional Notes shall have a separate CUSIP number. The Initial Notes and the Additional Notes shall be treated as a single class for all purposes under this Indenture.

Adjustment Determination Date:

The term “Adjustment Determination Date” has the meaning specified in Section 10.04(m).

Adjustment Event:

The term “Adjustment Event” has the meaning specified in Section 10.04(m).

Affiliate:

The term “Affiliate” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control,” when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

Aggregated Person:

The term “Aggregated Person” has the meaning specified in Section 10.06(b).

Applicable Procedures:

The term “Applicable Procedures” means, with respect to any transfer or transaction involving a Global Note or any beneficial interest therein, the rules and procedures of DTC, in each case to the extent applicable to such transaction and as in effect from time to time.

Attributable Debt:

The term “Attributable Debt” in respect of a sale and leaseback transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction including any period for which such lease has been extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with GAAP; *provided, however*, that if such sale and leaseback transaction results in a Capital Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of “Capital Lease Obligation.”

Authenticating Agent:

The term “Authenticating Agent” has the meaning specified in Section 2.02.

Averaging Period:

The term “Averaging Period” has the meaning specified in Section 10.04(f).

Bankruptcy Law:

The term “Bankruptcy Law” means Title 11, United States Code, or any similar federal, state or non-U.S. law for the relief of debtors.

Bid Solicitation Agent:

The term “Bid Solicitation Agent” means the Person responsible for determining the Trading Price of the Notes as described in Section 10.01(a)(i). The Company will initially act as the Bid Solicitation Agent but it may appoint any other Person to be the Bid Solicitation Agent without prior notice.

Board of Directors:

The term “Board of Directors” means either the board of directors of the Company or the executive or any other committee of that board duly authorized to act in respect hereof.

Board Resolution:

The term “Board Resolution” means a copy of a resolution or resolutions certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors and to be in full force and effect on the date of such certification and delivered to the Trustee.

Business Day:

The term “Business Day” means each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which the Federal Reserve Bank of New York is authorized or obligated by law or executive order to close or be closed.

Capital Lease Obligation:

The term “Capital Lease Obligation” means, at the time any determination is to be made, the amount of the liability in respect of a capital lease that would at that time be required to be capitalized on a balance sheet prepared in accordance with GAAP, and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be prepaid by the lessee without payment of a penalty.

Capital Stock:

The term “Capital Stock” means, for any entity, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) stock issued by that entity.

Cash Amount:

The term “Cash Amount” has the meaning specified in Section 10.02(b)(i).

Cash Make-Whole Amount:

The term “Cash Make-Whole Amount” has the meaning specified in Section 10.02(b)(i).

Cash Settlement:

The term “Cash Settlement” has the meaning specified in Section 10.02(a)(i).

Certificated Notes:

The term “Certificated Notes” means Notes that are in registered definitive form.

Close of Business:

The term “Close of Business” means 5:00 p.m., New York City time.

Collateral:

The term “Collateral” has the meaning assigned to it in the Collateral Documents.

Collateral Agent:

The term “Collateral Agent” means U.S. Bank National Association, solely in its capacity as Collateral Agent under the Notes Documents until a successor replaces it in accordance with the applicable provisions of this Indenture and thereafter means the successor serving hereunder.

Collateral Documents:

The term “Collateral Documents” means the security agreements, pledge agreements, Mortgages, collateral assignments, control agreements and related agreements (including, without limitation, financing statements under the Uniform Commercial Code of the relevant states), the Intercreditor Agreement and the Junior Lien Intercreditor Agreement, each as amended, supplemented, restated, renewed, replaced or otherwise modified from time to time, to secure any Obligations under the Notes Documents or under which rights or remedies with respect to any such Lien are governed.

Combination Settlement:

The term “Combination Settlement” has the meaning specified in Section 10.02(a)(iii).

Common Stock:

The term “Common Stock” means the common stock of the Company, par value \$0.01 per share, or any other shares of Capital Stock of the Company into which such shares of common stock are reclassified or changed after the date hereof, or in the event of a merger, consolidation or other similar transaction involving the Company that is otherwise permitted hereunder in which the Company is not the surviving corporation, the common stock, common equity interests, ordinary shares or depository shares or other certificates representing common equity interests of such surviving corporation or its direct or indirect parent corporation.

common stock:

The term “common stock” means, with respect to any Person, the common stock, common equity interests, ordinary shares or depositary shares or other certificates representing common equity interests of such Person.

Company:

The term “Company” means A.M. Castle & Co., a Maryland corporation, and also includes its successors and assigns.

Company Order:

The term “Company Order” means a written order signed in the name of the Company by the Chairman of the Board of Directors or the Chief Executive Officer, the President, any Vice President, the Chief Financial Officer, Controller, Assistant Controller, Treasurer, Assistant Treasurer, Corporate Secretary or Assistant Corporate Secretary of the Company, and delivered to the Trustee.

Continuing Director:

The term “Continuing Director” means a director who either was a member of the Board of Directors on the date of this Indenture or who becomes a member of the Board of Directors subsequent to that date and whose election, appointment or nomination for election by the Company’s stockholders is duly approved by a majority of the Continuing Directors on the Board of Directors at the time of such approval, either by a specific vote or by approval of the proxy statement issued by the Company on behalf of the Board of Directors in which such individual is named as nominee for director.

Conversion Agent:

The term “Conversion Agent” has the meaning specified in Section 2.03.

Conversion Date:

The term “Conversion Date” has the meaning specified in Section 10.02(d).

Conversion Make-Whole Share Price:

“Conversion Make-Whole Share Price” means, with respect to any conversion, the greater of (x) 130% of the Conversion Price in effect on the relevant Conversion Date and (y) (1) in the case of Physical Settlement, the 20-Day VWAP with respect to the relevant Conversion Date or (2), in the case of Combination Settlement, the average of the Daily VWAPs during the Observation Period for the relevant Conversion Date.

Conversion Obligation:

The term “Conversion Obligation” has the meaning specified in Section 10.01(a).

Conversion Price:

The term “Conversion Price” means at any time an amount equal to \$1,000 divided by the applicable Conversion Rate at such time.

Conversion Rate:

The term “Conversion Rate” has the meaning specified in Section 10.01(a).

Corporate Trust Office:

The term “Corporate Trust Office” means the office of the Trustee at which at any particular time the trust created by this Indenture shall be principally administered, which at the date of this Indenture is located at 60 Livingston Avenue, St. Paul MN 55107-1419, Attention: Corporate Trust Services—Administrator for A. M. Castle & Co. 5.25% Convertible Senior Secured Notes due 2019.

Custodian:

The term “Custodian” means any receiver, trustee, assignee, liquidator, custodian or similar official under any Bankruptcy Law.

Daily Cash Amount:

The term “Daily Cash Amount” means an amount of cash equal to 5.0% of the Cash Amount specified (or deemed to be specified) by the Company in the notice regarding the chosen Settlement Method.

Daily Conversion Value:

The term “Daily Conversion Value” means, for each of the 20 consecutive VWAP Trading Days during an Observation Period, 5.0% of the product of (i) the applicable Conversion Rate on such Trading Day and (ii) the Daily VWAP of the Common Stock for such VWAP Trading Day, as determined by the Company. Any such determination by the Company shall be conclusive absent manifest error.

Daily Settlement Amount:

The term “Daily Settlement Amount” means, for any VWAP Trading Day during the relevant Observation Period,

(i) an amount of cash equal to the lesser of (x) the Daily Cash Amount and (y) the Daily Conversion Value for such VWAP Trading Day; and

(ii) if the Daily Conversion Value for such VWAP Trading Day exceeds the Daily Cash Amount, a number of shares of Common Stock (together with cash in lieu of any fractional shares of Common Stock, if any, as described in Section 10.03) equal to (x) the difference between such Daily Conversion Value and the Daily Cash Amount, divided by (y) the Daily VWAP for such VWAP Trading Day.

Daily VWAP:

The term “Daily VWAP” means for any VWAP Trading Day, the per share volume-weighted average price as displayed under the heading “Bloomberg VWAP” on Bloomberg page “CAS.N <equity> AQR” (or any successor thereto) in respect of the period from the scheduled open of trading on the principal trading market for the Common Stock to the scheduled close of trading of the primary trading session on such VWAP Trading Day (or if such volume-weighted average price is not available, the market value of one share of Common Stock on such VWAP Trading Day, as Board of Directors reasonably determines in good faith using a volume-weighted average method). The Daily VWAP will be determined without regard to after-hours trading or any other trading outside of the regular trading session trading hours.

Default:

The term “Default” means any event which is, or after notice or lapse of time or both would become, an Event of Default pursuant to Section 6.01.

Defaulted Interest:

The term “Defaulted Interest” has the meaning specified in Section 11.02.

Depository:

The term “Depository” means, with respect to the Notes of any series issuable in whole or in part in the form of one or more Global Notes, the Person designated as Depository by the Company pursuant to Section 2.01(c) until a successor Depository shall have become such pursuant to the applicable provisions of this Indenture, and thereafter “Depository” means each Person who is then a Depository hereunder, and if at any time there is more than one such Person, “Depository” as used with respect to the Notes of any such series means the Depository with respect to the Notes of that series.

Discharge:

The term “Discharge” has the meaning specified in Section 8.01.

Distributed Property:

The term “Distributed Property” has the meaning specified in Section 10.04(d).

DTC:

The term “DTC” means The Depository Trust Company, a New York corporation, or any successor Depository.

Effective Date:

The term “Effective Date” means the date a Fundamental Change occurs or becomes effective.

Event of Default:

The term “Event of Default” has the meaning specified in Section 6.01.

Ex-Date:

The term “Ex-Date” means, with respect to any issuance or distribution on the Common Stock, the first date on which the shares of Common Stock trade on the relevant exchange or in the relevant market, regular way, without the right to receive the issuance or distribution in question.

Exchange Act:

The term “Exchange Act” means the Securities Exchange Act of 1934, as amended.

Excluded Assets:

The term “Excluded Assets” means the Excluded Assets as defined in the Security Agreement.

Existing Convertible Notes:

The term “Existing Convertible Notes” means the 7.00% Convertible Senior Notes due 2017 issued by the Company and the guarantors thereto on December 15, 2011.

Existing Specified Leased Property:

The term “Existing Specified Leased Property” means the leasehold mortgage located at 4669 Brittmoores Road, Houston, Texas 77041; *provided, however*, such term will be deemed to exclude the leasehold property located at 5169 Ashley Court, Houston, Texas 77041.

Expiration Date:

The term “Expiration Date” has the meaning specified in Section 10.04(f).

Fair Market Value:

The term “Fair Market Value” means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, determined in good faith by (a) the Chief Executive Officer and the Chief Financial Officer of the Company and (b) in the case of any transaction involving aggregate consideration in excess of \$10.0 million, the Board of Directors of the Company (unless otherwise provided in this Indenture).

Fundamental Change:

The term “Fundamental Change” will be deemed to have occurred at the time after the Issue Date that any of the following occurs:

(1) a “person” or “group” within the meaning of Section 13(d) of the Exchange Act has become the direct or indirect “beneficial owner,” as defined in Rule 13d-3 under the Exchange Act, of the Company’s common equity representing more than 50% of the voting power of the Company’s common equity;

(2) the consummation of (A) any recapitalization, reclassification or change of the Common Stock (other than changes resulting from a subdivision or combination) as a result of which the Common Stock would be converted into, or exchanged for, stock, other securities, other property or assets; (B) any share exchange, consolidation or merger of the Company pursuant to which the Common Stock will be converted into cash, securities or other property; or (C) any sale, lease or other transfer in one transaction or a series of transactions of all or substantially all of the consolidated assets of the Company and the Company’s Subsidiaries, taken as a whole, to any person other than one of the Company’s Subsidiaries; *provided, however*, that a transaction described in clause (A) or clause (B) above, as the case may be, in which the holders of the Company’s common equity immediately prior to such transaction own, directly or indirectly, more than 50% of all classes of common equity of the continuing or surviving corporation or transferee, or, in either case, the parent thereof, immediately after such transaction in substantially the same proportions (relative to each other) as such ownership immediately prior to such transaction shall not, in either case, be a Fundamental Change pursuant to such clause (A) or such clause (B);

(3) Continuing Directors cease to constitute at least a majority of the Board of Directors;

(4) the Company’s stockholders approve any plan or proposal for the liquidation or dissolution of the Company, *provided, however*, that a liquidation or dissolution that is part of a transaction described in clause (2)(B) above that is not a Fundamental Change pursuant to such clause (2)(B) shall not be a Fundamental Change pursuant to this clause (4); or

(5) the Common Stock ceases to be registered under the Exchange Act.

A transaction or transactions described in clauses (1) or (2) above will not constitute a Fundamental Change, however, if at least 90% of the consideration received or to be received by holders of common stock, excluding cash payments for fractional shares and cash payments made pursuant to dissenters’ rights, in connection with such transaction or transactions consists of shares of common stock that are listed or quoted on any of The New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or any of their respective

successors) or will be so listed or quoted when issued or exchanged in connection with such transaction or transactions and as a result of such transaction or transactions such consideration becomes the Reference Property (subject to the provisions of [Section 10.01](#) and [Section 10.02](#)).

Fundamental Change Cash Amount:

The term “Fundamental Change Cash Amount” has the meaning specified in [Section 10.01\(b\)\(ii\)\(1\)](#).

Fundamental Change Conversion Number:

The term “Fundamental Change Conversion Number” has the meaning specified in [Section 10.01\(b\)\(ii\)\(3\)](#).

Fundamental Change Conversion Value:

The term “Fundamental Change Conversion Value” has the meaning specified in [Section 10.01\(b\)\(iii\)](#).

Fundamental Change Expiration Time:

The term “Fundamental Change Expiration Time” has the meaning specified in [Section 3.01\(b\)\(ix\)](#).

Fundamental Change Repurchase Date:

The term “Fundamental Change Repurchase Date” has the meaning specified in [Section 3.01\(a\)](#).

Fundamental Change Repurchase Notice:

The term “Fundamental Change Repurchase Notice” has the meaning specified in [Section 3.01\(a\)\(i\)](#).

Fundamental Change Repurchase Price:

The term “Fundamental Change Repurchase Price” has the meaning specified in [Section 3.01\(a\)](#).

Fundamental Change Repurchase Right Notice:

“Fundamental Change Repurchase Right Notice” has the meaning specified in [Section 3.01\(b\)](#).

GAAP:

The term “GAAP,” with respect to any computation required or permitted hereunder, means generally accepted accounting principles in effect in the United States of America which are applicable at the date of such computation and which are consistently applied for all applicable periods.

Global Note:

The term “Global Note” means a Note that is in the form of the Note attached hereto as Exhibit A and registered in the Register in the name of the Depository.

Guarantee:

The term “Guarantee” means a guarantee other than by endorsement of negotiable instruments for collection in the ordinary course of business, direct or indirect, in any manner including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof, of all or any part of any Indebtedness (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise).

Guarantor:

The term “Guarantor” means any Subsidiary of the Company that provides a Guarantee of the Company’s Material Indebtedness and executes a Note Guarantee in accordance with the provisions of this Indenture, and their respective successors and assigns, in each case, until the Note Guarantee of such Person has been released in accordance with the provisions of this Indenture.

Hedging Obligations:

The term “Hedging Obligations” means, with respect to any specified Person, the obligations of such Person under:

- (1) interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements;
- (2) other agreements or arrangements designed to manage interest rates or interest rate risk; and
- (3) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates or commodity prices.

Holder:

The term “Holder” means the Person in whose name the Note is registered in the Register.

Indebtedness:

The term “Indebtedness” means, with respect to any specified Person, any indebtedness of such Person (excluding accrued expenses and trade payables), whether or not contingent:

- (1) in respect of borrowed money;
- (2) evidenced by bonds, notes, debentures or similar instruments;
- (3) all Obligations for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit transaction, whether or not then due;
- (4) representing Capital Lease Obligations or Attributable Debt in respect of sale and leaseback transactions;
- (5) representing the balance deferred and unpaid of the purchase price of any property or services due more than six months after such property is acquired or such services are completed; or
- (6) representing any Hedging Obligations,

if and to the extent any of the preceding items (other than letters of credit, Attributable Debt and Hedging Obligations) would appear as a liability upon a balance sheet of the specified Person prepared in accordance with GAAP. In addition, the term “Indebtedness” includes all Indebtedness of others secured by a Lien on any asset of the specified Person (whether or not such Indebtedness is assumed by the specified Person) and, to the extent not otherwise included, the Guarantee by the specified Person of any Indebtedness of any other Person.

Indenture:

The term “Indenture” or “this Indenture” means this instrument as amended or supplemented from time to time in accordance with the terms hereof.

Initial Notes:

The term “Initial Notes” means the \$23,810,000 aggregate principal amount of the Notes issued under this Indenture on the Issue Date. The Initial Notes and the Additional Notes shall be treated as a single class for all purposes under this Indenture.

Intercreditor Agreement:

The term “Intercreditor Agreement” means that certain amended and restated intercreditor agreement, dated as of February 8, 2016, by and among the Senior Credit Facility Agent, the Senior Secured Notes Collateral Agent, in the form attached hereto as Exhibit F, and, upon execution and delivery of a joinder agreement dated as of the Issue Date in connection with the issuance of the Notes, the Collateral Agent, as the same may be amended, modified, restated, supplemented or replaced from time to time in accordance with its terms.

Interest Payment Date:

The term “Interest Payment Date” has the meaning specified in Section 11.01.

Issue Date:

The term “Issue Date” means May 19, 2016.

Junior Lien Intercreditor Agreement:

The term “Junior Lien Intercreditor Agreement” means that certain Junior Lien Intercreditor Agreement, to be entered into on the Issue Date, by and among the Senior Secured Notes Collateral Agent and the Collateral Agent, substantially in the form attached hereto as Exhibit G, as the same may be amended, modified, restated, supplemented or replaced from time to time in accordance with its terms.

Last Original Issuance Date:

The term “Last Original Issuance Date” means the last date of original issuance of the Notes.

Last Reported Sale Price:

The term “Last Reported Sale Price” means, with respect to the Common Stock or any other security for which a Last Reported Sale Price must be determined, on any Trading Day, the closing sale price per share of the Common Stock or unit of such other security (or, if no closing sale price is reported, the average of the last bid and last ask prices or, if more than one in either case, the average of the average last bid and the average last ask prices) on such Trading Day as reported in composite transactions for the principal United States national or regional securities exchange on which it is then traded, if any. If the Common Stock or such other security is not listed for trading on a United States national or regional securities exchange on the relevant date, the Last Reported Sale Price shall be the average of the last quoted bid and ask prices per share of Common Stock or such other security in the over-the-counter market on the relevant date, as reported by the OTC Markets Group Inc. or a similar organization. In absence of such quotation, the Last Reported Sale Price shall be the average of the mid-point of the last bid and ask prices for the Common Stock or such other security on the relevant date from each of at least three nationally recognized independent investment banking firms, which may include the Initial Purchaser, selected from time to time by the Company for that purpose. The Last Reported Sale Price shall be determined without reference to extended or after hours trading. Any such determination shall be made by the Company and shall be conclusive absent manifest error.

Lien:

The term “Lien” means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction.

Make-Whole Premium:

The term “Make-Whole Premium” means, with respect to each \$1,000 in principal amount of Notes, an amount equal to the present values of all scheduled future payments of interest on the Notes to be redeemed (or converted) from the relevant Redemption Date (or Conversion Date, in the case of a conversion) to (and including) the earlier of (x) the fourth scheduled interest payment date after such Redemption Date (or Conversion Date, as the case may be) and (y) December 30, 2019 (excluding all accrued interest paid on such Redemption Date or Conversion Date, as the case may be), computed using a discount rate equal to the yield on the U.S. Treasury security whose tenor most nearly approximates the time until each such interest payment plus 0.50%. Notwithstanding the foregoing, (i) if a Redemption Date (or Conversion Date) falls after the Close of Business on a Regular Record Date and on or prior to the Close of Business on the corresponding Interest Payment Date (the “**Upcoming Interest Payment Date**”), the Make-Whole Premium with respect to such Optional Redemption (or conversion, as the case may be) shall be calculated on the basis of such scheduled future payments of interest on the Notes to be redeemed (or converted) occurring after the Upcoming Interest Payment Date, (ii) in no event shall any interest on Notes that is accrued and paid at settlement following the applicable Redemption Date (or Conversion Date) be included in the amount of scheduled future payments of interest for purposes of calculating the Make-Whole Premium and (iii) if there are fewer than 90 days left in the current interest period as of such Redemption Date or Conversion Date, clause (x) should refer to the fifth interest payment date after such Redemption Date or Conversion Date rather than the fourth.

Market Disruption Event:

The term “Market Disruption Event” means the occurrence or existence on any Scheduled Trading Day of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the stock exchange or otherwise) in the Common Stock or in any options contracts or futures contracts relating to the Common Stock, and such suspension or limitation occurs or exists at any time within the 30 minutes prior to the scheduled close of trading on such Scheduled Trading Day.

Material Indebtedness:

The term “Material Indebtedness” means any Indebtedness of the Company or any Guarantor under (i) the Senior Secured Credit Facility, (ii) the Senior Secured Notes, (iii) the Old Senior Notes and (iv) any other aggregate amount of Indebtedness of the Company or any Guarantor equal to or greater than \$500,000. For purposes of determining “Material Indebtedness,” facilities providing for the repayment and reborrowing of Indebtedness from time to time (e.g., “revolving” facilities) will be deemed fully drawn.

Maturity Date:

The term “Maturity Date” means, with respect to the Notes, December 30, 2019, unless earlier repurchased, redeemed or converted.

Merger Event:

The term “Merger Event” has the meaning specified in Section 10.11.

Mortgages:

The term “Mortgages” means a collective reference to each mortgage, deed of trust, deed to secure debt and any other document or instrument under which any Lien on the Premises or any other Collateral secured by and described in such mortgages, deeds of trust, deeds to secure debt or other documents or instruments is granted to secure any Obligations of the Company or a Guarantor under any of the Notes Documents or under which rights or remedies with respect to any such Liens are governed.

Note Guarantee:

The term “Note Guarantee” means the Guarantee by each Guarantor of the Company’s obligations under this Indenture and the Notes, executed pursuant to the provisions of this Indenture.

Notes:

The term “Notes” means any of the Company’s 5.25% Convertible Senior Secured Notes due 2019, as amended or supplemented from time to time, issued under this Indenture. Unless the context requires otherwise, all references to the Notes shall include the Initial Notes and the Additional Notes.

Notes Debt:

The term “Notes Debt” means all Obligations, including, without limitation, obligations, liabilities and indebtedness of every kind, nature and description owing by the Company or any Guarantor to any Notes Secured Party, including principal, interest, charges, fees, premiums, indemnities and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, arising under any of the Notes Documents, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Notes Documents or after the commencement of any case with respect to the Company or any Guarantor under any bankruptcy law or any other insolvency or liquidation proceeding (and including, without limitation, any principal, interest, fees, costs, expenses and other amounts, which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case or similar proceeding), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured.

Notes Documents:

The term “Notes Documents” means, collectively, this Indenture, the Notes, the Note Guarantees, the Security Agreement and all agreements, documents and instruments at any time executed and/or delivered by the Company or any Guarantor or any other person to, with or in favor of any Notes Secured Party in connection therewith or related thereto, as all of the foregoing now exist or, subject to any restrictions set forth in the Intercreditor Agreement, may hereafter be amended, modified, supplemented, extended, renewed, restated, refinanced, replaced or restructured (in whole or in part and including any agreements with, to or in favor of any other lender or group of lenders that at any time refinances, replaces or succeeds to all or any portion of the Notes Debt).

Notes Secured Parties:

The term “Notes Secured Parties” means, collectively, (a) the Collateral Agent, (b) the Trustee, (c) the Holders of the Notes, (d) each other person to whom any of the Notes Debt are owed and (e) the successors, replacements and assigns of each of the foregoing; sometimes being referred to herein individually as a “Notes Secured Party”.

Notice of Conversion:

The term “Notice of Conversion” has the meaning specified in Section 10.02(d).

Notice of Redemption:

The term “Notice of Redemption” has the meaning specified in Section 12.03.

Obligations:

The term “Obligations” means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

Observation Period:

The term “Observation Period” means, for any Note:

(i) if the Conversion Date for such Note occurs on or after the Close of Business on the 22nd Scheduled Trading Day immediately preceding the Maturity Date, and Cash Settlement or Combination Settlement applies to such Note, the 20 consecutive VWAP Trading Day period beginning on, and including, the 21st Scheduled Trading Day immediately preceding the Maturity Date;

(ii) with respect to any Conversion Date with respect to Notes selected for redemption occurring after the date of the issuance of a Notice of Redemption, the 20 consecutive VWAP Trading Day period beginning on, and including, the 21st Scheduled Trading Day prior to the applicable Redemption Date; and

(iii) in all other instances, the 20 consecutive VWAP Trading Day period beginning on, and including, the third VWAP Trading Day immediately following the related Conversion Date in respect of such Notes.

Officer:

The term “Officer” means the Chairman of the Board of Directors, the Chief Executive Officer, the President, any Vice President, the Chief Financial Officer, Controller, Assistant Controller, Treasurer, Assistant Treasurer, Corporate Secretary or Assistant Corporate Secretary of the Company or any other entity, as applicable.

Officer’s Certificate:

The term “Officer’s Certificate” means a certificate signed by an Officer of the Company and delivered to the Trustee. The Officer signing the Officer’s Certificate given pursuant to Section 4.04 or Section 4.09 shall be the principal executive, financial or accounting officer of the Company.

Old Senior Notes:

The term “Old Senior Notes” means the 12.75% Senior Secured Notes due 2016 issued by the Company and the guarantors thereto on December 15, 2011, as amended by a supplemental indenture dated February 2, 2016, pursuant to which the collateral securing the Old Senior Notes was released.

Open of Business:

The term “Open of Business” means 9:00 a.m., New York City time.

Opinion of Counsel:

The term “Opinion of Counsel” means an opinion in writing signed by legal counsel, who may be an employee of or of counsel to the Company, or may be other counsel satisfactory to the Trustee. Each such opinion shall include the statements provided for in Section 14.03 if and to the extent required by the provisions of such Section 14.03.

Optional Redemption:

The term “Optional Redemption” has the meaning specified in Section 12.01(a).

Optional Redemption Cash Amount:

The term “Optional Redemption Cash Amount” has the meaning specified in Section 12.01(c).

Owned Premises:

The term “Owned Premises” has the meaning specified in Section 4.06.

Paying Agent:

The term “Paying Agent” has the meaning specified in Section 2.03.

Permitted Liens:

The term “Permitted Liens” means the Permitted Liens specified in the Senior Secured Notes Indenture.

Person:

The term “Person” means any individual, corporation, limited liability company, partnership, joint venture, trust, estate, unincorporated organization or government or any agency or political subdivision thereof and any syndicate or group that would be deemed a “person” under Section 13(d)(3) of the Exchange Act.

Physical Settlement:

The term “Physical Settlement” has the meaning specified in Section 10.02(a)(ii).

Premises:

The term “Premises” has the meaning specified in Section 4.06.

Private Convertible Note Exchanges:

The term “Private Convertible Note Exchanges” means the several private issuances to Supporting Convertible Note Holders of Notes in exchange for Existing Convertible Notes pursuant the terms and conditions of the several respective Transaction Support Agreements.

QIB:

The term “QIB” has the meaning specified in Section 2.01(a).

Record Date:

The term “Record Date” means any Regular Record Date or Special Record Date.

Redemption Date:

The term “Redemption Date” means the date specified for redemption of the Notes in accordance with the terms of the Notes and Article 12.

Redemption Price:

The term “Redemption Price” has the meaning specified in Section 12.01(b).

Reference Property:

The term “Reference Property” has the meaning specified in Section 10.11.

Register:

The term “Register” has the meaning specified in Section 2.03.

Registrar:

The term “Registrar” has the meaning specified in Section 2.03.

Regular Record Date:

The term “Regular Record Date” has the meaning specified in Section 11.01.

Related Party:

The term “Related Party” means a director, Officer or substantial security holder of the Company, as defined in Section 312.03 of the NYSE Listed Company Manual.

Resale Restriction Termination Date:

The term “Resale Restriction Termination Date” has the meaning specified in the Restricted Notes Legend (with respect to the Notes) and in the Restricted Stock Legend (with respect to the Common Stock issuable upon conversion of the Notes, if any).

Responsible Officer:

The term “Responsible Officer” of the Trustee hereunder means any vice president, any assistant vice president, any trust officer or assistant trust officer or any other officer associated with the corporate trust department of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of such person’s knowledge of and familiarity with the particular subject and, in the case of any such officer, who shall have direct responsibility for the administration of this Indenture.

Restricted Notes:

The term “Restricted Notes” has the meaning specified in Section 2.06(b).

Restricted Notes Legend:

The term “Restricted Notes Legend” has the meaning specified in the form of Note attached hereto as Exhibit A.

Restricted Ownership Percentage:

The term “Restricted Ownership Percentage” has the meaning specified in Section 10.06(b).

Restricted Securities:

The term “Restricted Securities” has the meaning specified in Section 2.06(b).

Restricted Stock Legend:

The term “Restricted Stock Legend” means a legend in the form attached hereto as Exhibit C.

Rule 144:

The term “Rule 144” means Rule 144 under the Securities Act (or any successor provision), as it may be amended from time to time.

Rule 144A:

The term “Rule 144A” means Rule 144A under the Securities Act (or any successor provision), as it may be amended from time to time.

Scheduled Trading Day:

The term “Scheduled Trading Day” means a day that is scheduled to be a Trading Day on the principal United States national securities exchange or market on which the Common Stock is listed or admitted for trading. If the Common Stock is not so listed or admitted for trading, “Scheduled Trading Day” means a Business Day.

SEC:

The term “SEC” means the Securities and Exchange Commission or any successor thereto.

Section 16 Conversion Blocker:

The term “Section 16 Conversion Blocker” has the meaning specified in Section 10.06(b).

Secured Note Exchange Offer:

The term “Secured Note Exchange Offer” means the exchange offer made pursuant to that certain Offering Memorandum and Consent Solicitation Statement, dated January 15, 2016, in which the Company offered to issue the Senior Secured Notes in exchange for the Old Senior Notes.

Securities Act:

The term “Securities Act” means the Securities Act of 1933, as amended.

Security Agreement:

The term “Security Agreement” means the Security Agreement, dated as of the date of this Indenture, by and among the Company, the Guarantors and Collateral Agent, as collateral agent, as may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

Senior Credit Facility:

The term “Senior Credit Facility” means the Loan and Security Agreement, dated as of December 15, 2011, among the Company, Tube Supply, LLC, A.M. Castle & Co. (Canada) Inc., Tube Supply Canada ULC, the subsidiaries that borrow or guarantee obligations under such agreement, Wells Fargo Bank, National Association, in its capacity as agent (or its successor in such capacity), and the financial institutions from time to time party thereto as lenders, together with the related agreements and instruments thereto (including, without limitation, any guarantee agreements and security documents) and any other debt facilities or commercial paper facilities with banks or other institutional lenders providing for revolving credit loans, term loans or letters of credit or issuances of debt securities evidenced by notes, debentures, bonds or similar instruments, in each case, as amended as of the Issue Date or as may hereafter be amended, restated, modified, supplemented, renewed, refunded, replaced (whether upon or after termination or otherwise) or refinanced in whole or in part from time to time that extend the maturity of, refinance, replace or otherwise restructure (including increasing the amount of available borrowings thereunder or adding additional subsidiaries of the Company as additional borrowers or guarantors thereunder) all or any portion of the Indebtedness under such agreement or any successor or replacement agreement and whether by the same or any other agent, lender or group of lenders.

Senior Credit Facility Agent:

The term “Senior Credit Facility Agent” means Wells Fargo Bank, National Association, and its successors and assigns in its capacity as administrative and Senior Credit Facility Agent pursuant to the First Lien Documents (as defined in the Intercreditor Agreement) acting for and on behalf of the other First Lien Secured Parties (as defined in the Intercreditor Agreement) and any successor or replacement agent.

Senior Secured Notes:

The term “Senior Secured Notes” means the 12.75% Senior Secured Notes due 2018 issued by the Company pursuant to the Senior Secured Notes Indenture.

Senior Secured Notes Collateral Agent:

The term “Senior Secured Notes Collateral Agent” means U.S. Bank National Association, in its capacity as collateral agent for the Senior Secured Notes under the Senior Secured Notes Indenture.

Senior Secured Notes Indenture:

The term “Senior Secured Notes Indenture” means that certain Indenture, dated as of February 8, 2016, by and among the Company, the guarantors party thereto, U.S. Bank National Association, as trustee, and the Senior Secured Notes Collateral Agent, as may hereafter be amended, restated, modified, supplemented or replaced from time to time.

Settlement Method:

The term “Settlement Method” means either Cash Settlement, Physical Settlement or Combination Settlement, as specified in Section 10.02(a).

Share Make-Whole Number:

The term “Share Make-Whole Number” means, with respect to any Conversion Date, a whole number of shares of Common Stock equal to (i) (the difference of (x) the Make-Whole Premium minus (y) the Cash Make-Whole Amount) divided by (ii) the Conversion Make-Whole Share Price.

Significant Subsidiary:

The term “Significant Subsidiary” means, with respect to any Person, a Subsidiary of such Person that would constitute a “significant subsidiary” as such term is defined under Rule 1-02 of Regulation S-X under the Exchange Act as in effect on the Issue Date.

Special Record Date:

The term “Special Record Date” has the meaning specified in Section 11.02(a).

Spin-Off:

The term “Spin-Off” has the meaning specified in Section 10.04(d).

Stated Maturity:

The term “Stated Maturity” when used with respect to any Note or other Indebtedness or any installment of interest thereon, means the date specified as the fixed date on which the principal (or any portion thereof) of or premium, if any, on such Note or such Indebtedness or such installment of interest is due and payable.

Stock Price:

The term “Stock Price” means the price paid per share of Common Stock in connection with a Fundamental Change, which shall be equal to (i) if holders of Common Stock receive only cash in such Fundamental Change, the cash amount paid per share of Common Stock and (ii) in all other cases, the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Effective Date of the Fundamental Change.

Subsidiary:

The term “Subsidiary” means, with respect to any Person, (i) a corporation, association or other business entity more than 50% of the outstanding voting stock of which is owned, directly or indirectly, by such Person or by one or more other Subsidiaries of such Person, or by such Person and one or more other Subsidiaries of such Person or (ii) any partnership (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person or (b) the only general partners of which are that Person or one or more Subsidiaries of that Person (or any combination thereof). For the purposes of this definition, “voting stock” means stock or other similar interests in the corporation, association or other business entity which ordinarily has or have voting power for the election of directors, managers or trustees of the corporation, association or other business entity, or persons performing similar functions, whether at all times or only so long as no senior class of stock or other interests has or have such voting power by reason of any contingency.

Successor Person:

The term “Successor Person” has the meaning specified in Section 5.01(a)(i).

Supporting Note Holders:

The term “Supporting Note Holders” means those certain holders of Existing Convertible Notes that are party to a Transaction Support Agreement.

Temporary Note:

The term “Temporary Note” has the meaning specified in Section 2.09.

Trading Day:

The term “Trading Day” means a day during which (i) trading in the Common Stock generally occurs on the principal United States national securities exchange or market on which the Common Stock is listed or admitted for trading and (ii) there is no Market Disruption Event.

Transaction Support Agreements:

The term “Transaction Support Agreements” means the separate amended and restated transaction support agreements entered into effective as of March 18, 2016, together with any additional transaction support agreements entered into as of the Issue Date on substantially

similar terms to those effective March 18, 2016, among the Company, the certain holders of the Company's Senior Secured Notes and/or Existing Convertible Notes named therein, as amended, restated, modified or replaced as of the Issue Date.

Trustee:

The term "Trustee" means the party named as the "Trustee" in the first paragraph of this Indenture until a successor replaces it pursuant to the applicable provisions of this Indenture and, thereafter, means such successor. The foregoing sentence shall likewise apply to any such subsequent successor or successors.

Uniform Commercial Code:

The term "Uniform Commercial Code" means the New York Uniform Commercial Code, as in effect from time to time.

Unit of Reference Property:

The term "Unit of Reference Property" has the meaning specified in Section 10.11.

United States:

The term "United States" means the United States of America (including the States and Commonwealths thereof and the District of Columbia), its territories and its possessions and other areas subject to its jurisdiction.

Valuation Period:

The term "Valuation Period" has the meaning specified in Section 10.04(d).

VWAP Market Disruption Event:

The term "VWAP Market Disruption Event" means (i) a failure by the primary United States national or regional securities exchange or market on which the Common Stock is listed or admitted to trading to open for trading during its regular trading session or (ii) the occurrence or existence prior to 1:00 p.m., New York City time, on any Scheduled Trading Day for the Common Stock for more than a one half-hour period in the aggregate during regular trading hours of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant stock exchange or otherwise) in the Common Stock or in any options contracts or futures contracts relating to the Common Stock.

VWAP Trading Day:

The term "VWAP Trading Day" means a day during which (i) trading in the Common Stock generally occurs on the principal United States national or regional securities exchange or market on which the Common Stock is listed or admitted for trading and (ii) there is no VWAP Market Disruption Event. If the Common Stock is not so listed or traded, then "VWAP Trading Day" means a Business Day.

Section 1.02 Rules of Construction.

- (1) a term has the meaning assigned to it;
- (2) an accounting term not otherwise defined has the meaning assigned to it and shall be construed in accordance with GAAP;
- (3) “or” is not exclusive;
- (4) “including” means including, without limitation;
- (5) words in the singular include the plural, and words in the plural include the singular;
- (6) all references to \$, dollars, cash payments or money refer to United States currency; and
- (7) “may” is not mandatory and shall not create any limitation.

Section 1.03 Acts of Holders. Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and to the Company. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the “Act” of Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Company, if made in the manner provided in this Section 1.03.

(a) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to such officer the execution thereof. Where such execution is by a signer acting in a capacity other than such signer’s individual capacity, such certificate or affidavit shall also constitute sufficient proof of such signer’s authority. The fact and date of the execution of any such instrument or writing, or the authority of the Person executing the same, may also be proved in any other manner that the Trustee deems sufficient.

(b) The ownership of Notes shall be proved by the Register.

(c) Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Note shall bind every future Holder of the same Note and the Holder of every Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee, the Company or the Conversion Agent in reliance thereon, whether or not notation of such action is made upon such Note.

(d) If the Company shall solicit from the Holders any request, demand, authorization, direction, notice, consent, waiver or other Act, the Company may, at its option, by or pursuant to a Board Resolution, fix in advance a record date for the determination of Holders entitled to give such request, demand, authorization, direction, notice, consent, waiver or other Act, but the Company shall have no obligation to do so. If such a record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other Act may be given before or after such record date, but only the Holders of record at the Close of Business on such record date shall be deemed to be Holders for the purposes of determining whether Holders of the requisite proportion of outstanding Notes have authorized or agreed or consented to such request, demand, authorization, direction, notice, consent, waiver or other Act, and for that purpose the outstanding Notes shall be computed as of such record date; *provided* that no such authorization, agreement or consent by the Holders on such record date shall be deemed effective unless it shall become effective pursuant to the provisions of this Indenture not later than six months after the record date.

ARTICLE II **THE NOTES**

Section 2.01 Form and Dating. The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A hereto, which is a part of this Indenture. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage (provided that any such notation, legend or endorsement required by usage is in a form acceptable to the Company). The Company shall provide any such notations, legends or endorsements to the Trustee in writing. Each Note shall be dated the date of its authentication. Except as otherwise expressly permitted in this Indenture, all Notes shall be identical in all respects. Notwithstanding any differences among them, all Notes issued under this Indenture shall vote and consent together on all matters as one class.

(a) *Issuance of Notes.* The Notes are being offered and sold to qualified institutional buyers as defined in Rule 144A ("QIBs") in reliance on Rule 144A, shall be issued initially in the form of one or more Global Notes that shall be deposited with the Trustee at its Corporate Trust Office, as custodian for the Depository and duly executed by the Company and authenticated by the Trustee as hereinafter provided.

(b) *Global Notes.*

So long as the Notes are eligible for book-entry settlement with the Depository, unless otherwise required by law and subject to Section 2.06(d), all Notes will be represented by one or more Global Notes.

Each Global Note shall represent the outstanding Notes as shall be specified therein and each Global Note shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased on the applicable Schedule of Increases and Decreases, as appropriate, to reflect exchanges, redemptions, repurchases and conversions.

(c) *Depository.*

The Depository will be a clearing agency registered under the Exchange Act. The Company initially appoints The Depository Trust Company to act as Depository with respect to each Global Note. Initially, each Global Note will be issued to the Depository, registered in the name of Cede & Co., as the nominee of the Depository, and deposited with the Trustee as custodian for Cede & Co.

If (i) the Depository notifies the Company at any time that the Depository is unwilling or unable to continue as depository for the Global Notes and a successor depository is not appointed within 90 days, (ii) the Depository ceases to be registered as a clearing agency under the Exchange Act and a successor depository is not appointed within 90 days, (iii) an Event of Default with respect to the Notes has occurred and is continuing and a beneficial owner of any Note requests that its beneficial interest therein be issued as a Certificated Note or (iv) the Company and a beneficial owner of any Note so agree, the Company will execute, and the Trustee, upon receipt of an Officer's Certificate and a Company Order for the authentication and delivery of Notes, will authenticate and deliver (x) in the case of clause (iii) or (iv), a Certificated Note to such beneficial owner in a principal amount equal to the principal amount of such Note corresponding such beneficial owner's beneficial interest and (y) in the case of clause (i) or (ii), Certificated Notes to each beneficial owner of the related Global Notes (or a portion thereof) in an aggregate principal amount equal to the aggregate principal amount of such Global Notes in exchange for such Global Notes, and upon delivery of the Global Notes to the Trustee such Global Notes will be canceled.

At such time as all interests in a Global Note have been converted, canceled, repurchased or transferred, such Global Note will be, upon receipt thereof, canceled by the Trustee in accordance with its customary procedures.

Any adjustment of the aggregate principal amount of a Global Note to reflect the amount of any increase or decrease in the amount of outstanding Notes represented thereby shall be made by the Trustee in accordance with instructions given by the Holder thereof and shall be made on the records of the Trustee and the Depository. Payment of the principal, accrued and unpaid interest, if any, and the Fundamental Change Repurchase Price, if any, and the Redemption Price, if any, on the Global Note shall be made to the Holder of such Note on the date of payment, unless a record date or other means of determining Holders eligible to receive payment is provided for herein.

(d) *Legends.* Each Global Note shall bear the Global Notes Legend set forth in Exhibit A hereto.

(e) *Book-Entry Provisions.* This Section 2.01(e) shall apply only to Global Notes deposited with or on behalf of the Depository.

The Company shall execute and the Trustee shall, in accordance with Section 2.02, authenticate and deliver Global Notes that (a) shall be registered in the name of the nominee of

the Depository, (b) shall be delivered by the Trustee to the Depository or pursuant to the Depository's instructions and (c) shall bear legends substantially similar to those required by Section 2.01(d).

Section 2.02 Execution and Authentication. The Notes shall be executed on behalf of the Company by any Officer. The signature of the Officer on the Notes may be manual or facsimile.

If an Officer whose signature is on a Note no longer holds that office at the time the Trustee authenticates the Note, the Note shall be valid nevertheless.

At any time after the execution and delivery of this Indenture, the Company may deliver Notes (including Additional Notes) executed by the Company to the Trustee for authentication, together with a Company Order for the authentication and delivery of such Notes, and the Trustee, in accordance with such written order of the Company, shall authenticate and deliver such Notes.

A Note shall not be valid until an authorized signatory of the Trustee manually signs the certificate of authentication on the Note. The signature shall be conclusive evidence that the Note has been authenticated under this Indenture.

The Notes shall originally be issued only in fully registered form without coupons and only in denominations of \$1,000 of principal amount and any integral multiple of \$1,000 in excess thereof.

The Trustee may appoint authenticating agents (any such agent, an "**Authenticating Agent**"). The Trustee may at any time after the Issue Date appoint an Authenticating Agent acceptable to the Company to authenticate Notes. An Authenticating Agent may authenticate Notes whenever the Trustee may do so, except any Notes issued pursuant to Section 2.07. Each reference in this Indenture to authentication by the Trustee includes authentication by such Authenticating Agent. An Authenticating Agent shall have the same right to deal with the Company as the Trustee with respect to such matters for which it has been appointed.

Section 2.03 Registrar, Paying Agent and Conversion Agent. The Company shall maintain an office or agency where Notes may be presented for registration of transfer or for exchange ("**Registrar**"), an office or agency in the Borough of Manhattan, City of New York, New York, where Notes may be presented for payment ("**Paying Agent**"), an office or agency where Notes may be presented for conversion ("**Conversion Agent**") and an office or agency where notices to or upon the Company in respect of the Notes and this Indenture may be served. The Registrar shall keep a register for the recordation of, and shall record, the names and addresses of Holders of the Notes, the Notes held by each Holder and the transfer, exchange and conversion of Notes (the "**Register**"). The entries in the Register shall be conclusive, and the parties may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Holder hereunder for all purposes of this Indenture. The Company may have one or more co-Registrars, one or more additional paying agents and one or more additional conversion agents. The term "Paying Agent" includes any additional paying agent, including any named pursuant to Section 4.06. The term "Conversion Agent" includes any additional conversion agent, including any named pursuant to Section 4.06.

The Company shall enter into an appropriate agency agreement with any Registrar, Paying Agent, Conversion Agent or co-Registrar not a party to this Indenture. Any such agreement shall implement the provisions of this Indenture that relate to such agent. The Company shall notify the Trustee of the name and address of any such agent. If the Company fails to maintain a Registrar, Paying Agent or Conversion Agent, the Trustee may agree to act as such and shall be entitled to appropriate compensation therefor pursuant to Section 7.06. The Company or any of its domestic wholly owned Subsidiaries may act as the Paying Agent, the Registrar, the Conversion Agent or a co-Registrar.

The Company initially appoints the Trustee as the Paying Agent, the Conversion Agent, and the Registrar, in connection with the Notes, and the office of U.S. Bank National Association at 60 Livingston Avenue, St. Paul MN 55107-1419, Attention: Corporate Trust Services—Administrator for A. M. Castle & Co. 5.25% Convertible Senior Secured Notes due 2019, or such other address as the Trustee may designate from time to time by written notice to the Holders and the Company, to be such office or agency of the Company for the aforesaid purposes. The Company may at any time rescind or change the designation of the Paying Agent, the Conversion Agent and/or the Registrar or approve a change in the location through which any of them acts.

Section 2.04 Paying Agent and Conversion Agent to Hold Money and Securities in Trust. The Paying Agent or the Conversion Agent shall (or, if the Paying Agent or the Conversion Agent is not a party hereto, the Company shall require each Paying Agent or the Conversion Agent to agree in writing that such Paying Agent or such Conversion Agent shall) hold in trust for the benefit of Holders or the Trustee (if the Trustee is not the Paying Agent or the Conversion Agent) all money and shares of Common Stock held by the Paying Agent or the Conversion Agent for the making of payments or deliveries in respect of the Notes and shall notify the Trustee (if the Trustee is not the Paying Agent or the Conversion Agent) of any default by the Company in making any such payment or delivery. At any time during the continuance of any such default, the Paying Agent or the Conversion Agent (in each case, if not the Trustee) shall, upon the written request of the Trustee, forthwith pay to the Trustee all money and deliver all shares of Common Stock so held in trust. If the Company or its domestic wholly owned Subsidiary acts as the Paying Agent or the Conversion Agent, it shall segregate the money and shares of Common Stock, as applicable, held by it as the Paying Agent or the Conversion Agent for the making of payments or deliveries in respect of the Notes and hold it as a separate trust fund. The Company at any time may require a Paying Agent or a Conversion Agent to pay all money and deliver all shares of Common Stock held by it to the Trustee and to account for any funds and shares of Common Stock disbursed or delivered by the Paying Agent or the Conversion Agent. Upon complying with this Section 2.04, the Paying Agent or the Conversion Agent, as applicable, shall have no further liability for the money and, if applicable, shares of Common Stock delivered to the Trustee.

Section 2.05 Holder Lists. The Registrar shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of Holders. If the Trustee is not the Registrar, the Company shall furnish to the Trustee, promptly after each Record Date, and at such other times as the Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of Holders.

Section 2.06 Transfer and Exchange

(a) Upon (i) surrender for registration of transfer of any Note to the Registrar or any co-Registrar and (ii) satisfaction of the requirements for such transfer set forth in this Section 2.06, the Company will execute, and the Trustee will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denominations and of a like aggregate principal amount and bearing such restrictive legends as may be required by this Indenture.

Notes may be exchanged for other Notes of any authorized denominations and of a like aggregate principal amount, upon surrender of the Notes to be exchanged at any such office or agency maintained by the Company pursuant to Section 2.03. Whenever any Notes are so surrendered for exchange, the Company will execute, and the Trustee will authenticate and deliver, the Notes that the Holder making the exchange is entitled to receive, bearing registration numbers not contemporaneously outstanding.

All Notes presented or surrendered for registration of transfer or for exchange, repurchase or conversion will (if so required by the Company, the Trustee, the Registrar or any co-Registrar) be duly endorsed, or be accompanied by a written instrument or instruments of transfer in form satisfactory to the Company and duly executed, by the Holder thereof or its attorney-in-fact duly authorized in writing.

No service charge will be imposed by the Company, the Trustee, the Registrar or any co-Registrar for any exchange or registration of transfer of Notes, but the Company or the Trustee may require a Holder to pay a sum sufficient to cover any documentary, stamp or similar issue or transfer tax required by law.

Notwithstanding the foregoing, none of the Company, the Trustee, the Registrar or any co-Registrar will be required to exchange or register a transfer of (i) any Notes surrendered for conversion or, if a portion of any Note is surrendered for conversion, such portion thereof surrendered for conversion or (ii) any Notes, or a portion of any Note, surrendered for repurchase (and not withdrawn) in accordance with Article 3 or subject to redemption in accordance with Article 12.

All Notes issued upon any registration of transfer or exchange of Notes in accordance with this Indenture will be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture as the Notes surrendered upon such registration of transfer or exchange.

(b) Every Note that bears or is required under this Section 2.06(b) to bear the Restricted Notes Legend (the “**Restricted Notes**,” and together with any Common Stock issued upon conversion of the Notes and required to bear the Restricted Stock Legend, collectively, the “**Restricted Securities**”) will be subject to the restrictions on transfer set forth in this Section 2.06(b) and in such legend, unless such restrictions on transfer will be eliminated or otherwise waived by written consent of the Company, and the Holder of each such Restricted Security, by

such Holder's acceptance thereof, agrees to be bound by all such restrictions on transfer. As used in this Section 2.06(b), the term "transfer" encompasses any sale, pledge, transfer or other disposition whatsoever of any Restricted Security.

Until the Resale Restriction Termination Date, any certificate evidencing a Note (and all securities issued in exchange therefor or substitution thereof, other than Common Stock, if any, issued upon conversion thereof) will bear the Restricted Notes Legend (or a legend in substantially similar form), unless such Note has been transferred pursuant to an effective registration statement under the Securities Act or pursuant to the exemption from registration provided by Rule 144 or any similar provision then in force under the Securities Act as a result of which transfer such Note is no longer a "restricted security" (as defined in Rule 144), or unless otherwise agreed by the Company in writing, with written notice thereof to the Trustee.

Subject to Section 2.01(b), no transfer of any Note prior to the Resale Restriction Termination Date will be registered by the Registrar unless the applicable box on the form of transfer certificate attached hereto as Exhibit B has been checked.

Any Note (or security issued in exchange or substitution therefor) as to which such restrictions on transfer shall have expired in accordance with their terms may, upon surrender of such Note for exchange to the Registrar in accordance with the provisions of this Section 2.06, be exchanged for a new Note or Notes, of like tenor and aggregate principal amount, which will not bear the restrictive legend required by this Section 2.06(b) and will not be assigned a restricted CUSIP number.

Promptly following the date that the Company shall reasonably determine that any Restricted Security no longer constitutes a "restricted security" (as defined under Rule 144), the Company will notify the Trustee in writing that the Restricted Notes Legend or Restricted Stock Legend, as applicable, no longer applies. Upon delivery of such notice, the Restricted Notes Legend or Restricted Stock Legend, as applicable will be deemed removed from the applicably Restricted Security. For any Global Note, the Company will, at the same time as it provides the foregoing notice to the Trustee, provide the Depository an instruction letter for the Depository's mandatory exchange process (or any successor notice, form or action required pursuant to the Applicable Procedures) to the extent required to remove any Restricted Notes Legend.

The Company will promptly notify the Trustee and the Holders after a registration statement, if any, with respect to the Notes or any Common Stock issued upon conversion of the Notes has been declared effective under the Securities Act.

(c) The transfer and exchange of beneficial interests in a Global Note that does not involve the issuance of a Certificated Note will be effected through the Depository in accordance with this Indenture (including the restrictions on transfer set forth herein) and the Applicable Procedures.

A Global Note may not be transferred as a whole or in part except (i) by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository and (ii) for transfers of portions of a Global Note in

certificated form made upon request of a member of, or a participant in, the Depositary (for itself or on behalf of a beneficial owner) by written notice given to the Trustee by or on behalf of the Depositary in accordance with customary procedures of the Depositary.

Certificated Notes issued in exchange for all or a part of the Global Note pursuant to this Section 2.06(c) will be registered in such names and in such authorized denominations as the Depositary, pursuant to instructions from its direct or indirect participants or otherwise, will instruct the Trustee. Upon execution and authentication, the Trustee will deliver such Certificated Notes to the Persons in whose names such Certificated Notes are so registered.

The Trustee will have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Note (including any transfers between or among Depositary participants or beneficial owners of interests in any Global Note) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

Neither the Trustee nor any agent of the Trustee will have any responsibility or liability for any actions taken or not taken by the Depositary.

Neither the Company, the Trustee nor any agent of the Company or the Trustee will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a Global Note or maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

(d) Until the Resale Restriction Termination Date, any stock certificate representing Common Stock issued upon conversion of such Note will bear the Restricted Stock Legend (or a legend in substantially similar form), unless the Note or such Common Stock has been previously transferred pursuant to an effective registration statement under the Securities Act or pursuant to the exemption from registration provided by Rule 144 or any similar provision then in force under the Securities Act as a result of which transfer such Note or such Common Stock is no longer a “restricted security” (as defined in Rule 144), or unless otherwise agreed by the Company, with written notice thereof to the Trustee and any transfer agent for the Common Stock.

Any such Common Stock as to which such restrictions on transfer will have expired in accordance with their terms may, upon surrender of the certificates representing such shares of Common Stock for exchange in accordance with the procedures of the transfer agent for the Common Stock, be exchanged for a new certificate or certificates for a like aggregate number of shares of Common Stock, which will not bear the restrictive legend required by this Section 2.06(d).

Section 2.07 Replacement Notes. If a mutilated Note is surrendered to the Registrar or if the Holder of a Note claims that such Note has been lost, destroyed or stolen and such Holder provides evidence of the loss, theft or destruction satisfactory to the Company and the Trustee,

the Company shall issue, and the Trustee shall authenticate and deliver, a replacement Note if the requirements of Section 8-405 of the Uniform Commercial Code are met and such Holder satisfies any other reasonable requirements of the Trustee. Such Holder shall furnish an indemnity bond sufficient in the judgment of the Company and the Trustee to protect the Company, the Trustee, the Paying Agent, the Registrar and any co-Registrar from any loss that any of them may suffer if a Note is replaced. The Company and the Trustee may charge the Holder for their expenses in replacing a Note.

Upon the issuance of any new Notes under this Section 2.07, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Every new Note issued pursuant to this Section 2.07 in exchange for any mutilated Note, or in lieu of any destroyed, lost or stolen Note, shall constitute an original additional contractual obligation of the Company and any other obligor upon the Notes, whether or not the mutilated, destroyed, lost or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

Section 2.08 Outstanding Notes. Notes outstanding at any time are all Notes authenticated and delivered under this Indenture except for those cancelled by the Trustee pursuant to Section 2.10, those delivered to the Trustee for cancellation and those described in this Section 2.08 as not outstanding. A Note does not cease to be outstanding because an Affiliate of the Company holds the Note; provided, however, that in determining whether the Holders of the requisite principal amount of Notes have given or concurred in any request, demand, authorization, direction, notice, consent, waiver or other action hereunder, Notes owned by any Affiliate of the Company shall be disregarded and deemed not to be outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such determination as to the presence of a quorum or upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which a Responsible Officer has been notified in writing to be so owned shall be so disregarded.

If a Note is replaced pursuant to Section 2.07, it ceases to be outstanding unless the Trustee and the Company receive proof satisfactory to them that the replaced Note is held by a bona fide purchaser; provided that in no event shall both the replaced Note and the new Note issued under Section 2.07 be deemed to be outstanding at the same time..

If the Paying Agent holds, in accordance with this Indenture, on the Maturity Date, money or securities sufficient to pay Notes payable on such date, then immediately after the Maturity Date, such Notes shall cease to be outstanding and interest, if any, on such Notes shall cease to accrue, whether or not book-entry transfer of the Notes is made or whether or not the Notes are delivered to the Paying Agent, and such Notes shall cease to be convertible.

If a Note is converted in accordance with Article 10 and required to be cancelled pursuant to Section 2.10, then from and after the time of conversion on the Conversion Date, such Note shall cease to be outstanding and interest, if any, shall cease to accrue on such Note.

Section 2.09 Temporary Notes. Until definitive Notes are ready for delivery, the Company may prepare and the Trustee shall authenticate temporary Notes (“**Temporary Notes**”). Temporary Notes shall be substantially in the form of definitive Notes but may have variations that the Company considers appropriate for Temporary Notes. Without unreasonable delay, the Company shall prepare and the Trustee shall authenticate definitive Notes and deliver them in exchange for Temporary Notes.

Section 2.10 Cancellation. The Company at any time may deliver Notes to the Trustee for cancellation. The Registrar, the Conversion Agent and the Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange, conversion or payment. The Trustee and no one else shall cancel all Notes surrendered for registration of transfer, exchange, conversion payment or cancellation and shall dispose of such cancelled Notes in its customary manner. The Company may not issue new Notes to replace Notes it has redeemed, paid or delivered to the Trustee for cancellation or that any Holder has converted pursuant to Article 10. Any Notes repurchased by the Company or its Subsidiaries shall be immediately cancelled and no longer outstanding under this Indenture.

Section 2.11 Persons Deemed Owners. Prior to due presentment of a Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name such Note is registered in the Register as the owner of such Note for the purpose of receiving payment of principal, interest or the Fundamental Change Repurchase Price or the Redemption Price, for the purpose of conversion and for all other purposes whatsoever, whether or not such Note be overdue, and none of the Company, the Trustee and their respective agents shall be affected by notice to the contrary.

Section 2.12 CUSIP and ISIN Numbers.

(a) The Company in issuing the Notes may use “CUSIP” or “ISIN” numbers (if then generally in use), and, if so, the Trustee will use “CUSIP” and “ISIN” numbers in all notices issued to Holders as a convenience to such Holders; *provided* that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or on such notice and that reliance may be placed only on the other identification numbers printed on the Notes. The Company will promptly notify the Trustee in writing of any change in the “CUSIP” or “ISIN” numbers.

ARTICLE III
REPURCHASE AT OPTION OF HOLDERS UPON A FUNDAMENTAL CHANGE

Section 3.01 Right to Require Repurchase upon a Fundamental Change.

(a) If a Fundamental Change occurs at any time, then each Holder shall have the right, at such Holder’s option, to require the Company to repurchase all of such Holder’s Notes or any portion of the principal amount thereof that is equal to \$1,000 or an integral multiple of \$1,000 in excess thereof, for cash on the date (the “**Fundamental Change Repurchase Date**”) specified by the Company that is not less than 20 and not more than 35 Business Days after the date of the Fundamental Change Repurchase Right Notice at a repurchase price equal to 100% of the principal amount thereof, together with accrued and unpaid interest thereon to, but excluding,

the Fundamental Change Repurchase Date, unless such Fundamental Change Repurchase Date falls after the Close of Business on a Regular Record Date and on or prior to the Close of Business on the corresponding Interest Payment Date, in which case the Company shall pay the full amount of accrued and unpaid interest payable on such Interest Payment Date to the Holder of record at the Close of Business on the corresponding Regular Record Date (the “**Fundamental Change Repurchase Price**”).

Repurchases of Notes under this Section 3.01 shall be made, at the option of the Holder thereof, upon:

(i) delivery to the Paying Agent by a Holder (if Notes are Global Notes, in accordance with Applicable Procedures) of a duly completed notice (the “**Fundamental Change Repurchase Notice**”) in the form set forth on the form of Note attached hereto as Exhibit A between the date of the Fundamental Change Repurchase Right Notice and the Close of Business on the Business Day immediately preceding the Fundamental Change Repurchase Date; and

(ii) delivery or book-entry transfer of the Notes to the Paying Agent at any time on or before the Close of Business on the Business Day immediately preceding the Fundamental Change Repurchase Date (together with all necessary endorsements), such delivery being a condition to receipt by the Holder of the Fundamental Change Repurchase Price therefor; *provided* that such Fundamental Change Repurchase Price shall be so paid pursuant to this Section 3.01 only if the Note so delivered to the Trustee (or other Paying Agent appointed by the Company) shall conform in all respects to the description thereof in the related Fundamental Change Repurchase Notice.

If such Notes are Certificated Notes, each Fundamental Change Repurchase Notice shall state:

- (1) the certificate numbers of Notes to be delivered for repurchase;
- (2) the portion of the principal amount of Notes to be repurchased, which must be \$1,000 or an integral multiple of \$1,000 in excess thereof; and
- (3) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this Indenture.

If such Notes are Global Notes, the Fundamental Change Repurchase Notice shall comply with the Applicable Procedures.

Any purchase by the Company contemplated pursuant to the provisions of this Section 3.01 shall be consummated by the delivery of the Fundamental Change Repurchase Price to be received by the Holder promptly following the later of the Fundamental Change Repurchase Date and the time of the book-entry transfer or delivery of the Note.

The Paying Agent shall promptly notify the Company of the receipt by it of any Fundamental Change Repurchase Notice or written notice of withdrawal thereof in accordance with the provisions of Section 3.01(c).

Any Note that is to be repurchased only in part shall be surrendered to the Trustee (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of such Note without service charge, a new Note or Notes, containing identical terms and conditions, each in an authorized denomination in aggregate principal amount equal to and in exchange for the unreurchased portion of the principal of the Note so surrendered.

(b) After the occurrence of a Fundamental Change, but on or before the 10th calendar day following the Effective Date of such Fundamental Change, the Company shall provide to all Holders and the Trustee and Paying Agent a notice (the “**Fundamental Change Repurchase Right Notice**”), in the manner provided for in Section 14.01, of the occurrence of such Fundamental Change and of the repurchase right, if any, at the option of the Holders, arising as a result thereof.

Each Fundamental Change Repurchase Right Notice shall specify:

- (i) the events causing the Fundamental Change;
- (ii) the date of the Fundamental Change;
- (iii) the last date on which a Holder may exercise the repurchase right;
- (iv) the Fundamental Change Repurchase Date;
- (v) the Fundamental Change Repurchase Price;
- (vi) the name and address of the Paying Agent and the Conversion Agent;
- (vii) the applicable Conversion Rate and any adjustments to the applicable Conversion Rate, if any;
- (viii) that the Notes with respect to which a Fundamental Change Repurchase Notice has been delivered by a Holder may be converted only if the Holder withdraws the Fundamental Change Repurchase Notice in accordance with the terms of this Indenture;
- (ix) that the Holder must exercise the repurchase right on or prior to the Close of Business on the Business Day immediately preceding the Fundamental Change Repurchase Date (the “**Fundamental Change Expiration Time**”);
- (x) that the Holder shall have the right to withdraw any Notes surrendered for repurchase prior to the Fundamental Change Expiration Time; and
- (xi) the procedures that Holders must follow to require the Company to repurchase their Notes.

Simultaneously with providing the Fundamental Change Repurchase Right Notice, the Company shall publish this above information on the Company's website or through such other public medium as the Company may use at that time.

No failure of the Company to give the foregoing notices or publish the foregoing information and no defect therein shall limit the Holders' repurchase rights or affect the validity of the proceedings for the repurchase of the Notes pursuant to this Section 3.01.

(c) A Fundamental Change Repurchase Notice may be withdrawn in whole or in part by means of a written notice of withdrawal delivered to the Paying Agent at any time prior to the Fundamental Change Expiration Time, specifying:

(i) if such Notes are Certificated Notes, the certificate numbers of the withdrawn Notes,

(ii) the principal amount of the Notes with respect to which such notice of withdrawal is being submitted, and

(iii) the principal amount, if any, of such Notes that remain subject to the original Fundamental Change Repurchase Notice, which portion must be in principal amounts of \$1,000 or an integral multiple of \$1,000 in excess thereof;

provided, however, that if the Notes are Global Notes, such notice must comply with any Applicable Procedures.

(d) The Company shall deposit with the Paying Agent, in accordance with Section 4.01, an amount of money sufficient to repurchase on the Fundamental Change Repurchase Date all of the Notes to be repurchased on such date at the Fundamental Change Repurchase Price. Subject to receipt of funds and/or Notes by the Paying Agent, payment for Notes surrendered for repurchase (and not withdrawn) prior to the Fundamental Change Expiration Time shall be made promptly after the later of (x) the Fundamental Change Repurchase Date with respect to such Note (*provided* the Holder has satisfied the conditions to the payment of the Fundamental Change Repurchase Price in this Section 3.01), and (y) the time of book-entry transfer or the delivery of such Note to the Paying Agent by the Holder thereof in the manner required by this Section 3.01 by mailing checks for the amount payable to the Holders of such Notes entitled thereto as they shall appear in the Register; *provided, however*, that payments to the Depositary shall be made by wire transfer of immediately available funds to the account of the Depositary or its nominee. The Trustee shall, promptly after such payment and upon written demand by the Company, return to the Company any funds in excess of the Fundamental Change Repurchase Price.

(e) Subject to a Holder's right to receive interest on the related Interest Payment Date where the Fundamental Change Repurchase Date falls between a Regular Record Date and the Interest Payment Date to which it relates, if the Paying Agent holds money sufficient to repurchase on the Fundamental Change Repurchase Date all of the Notes or portions thereof that are to be purchased as of the Business Day following the Fundamental Change Repurchase Date, then on and after the Fundamental Change Repurchase Date (i) such Notes shall cease to be outstanding and interest shall cease to accrue on such Notes, in either case, whether or not book-

entry transfer of the Notes has been made or the Notes have been delivered to the Paying Agent and (ii) all other rights of the Holders of such Notes shall terminate other than the right to receive the Fundamental Change Repurchase Price and previously accrued and unpaid interest, if any.

(f) No Notes may be repurchased on any date at the option of Holders upon a Fundamental Change if the principal amount of the Notes has been accelerated, and such acceleration has not been rescinded, on or prior to the applicable Fundamental Change Repurchase Date (except in the case of an acceleration resulting from a default by the Company in the payment of the applicable Fundamental Change Repurchase Price with respect to such Notes).

(g) In connection with any repurchase offer pursuant to a Fundamental Change Repurchase Notice, the Company shall, if required: (i) comply with the provisions of Rule 13e-4 under the Exchange Act, Rule 14e-1 under the Exchange Act and any other tender offer rules under the Exchange Act that may then be applicable; (ii) file a Schedule TO (or any successor schedule, form or report) to the extent required or any other required schedule under the Exchange Act; and (iii) otherwise comply with all federal and state securities laws in connection with any offer by the Company to repurchase the Notes.

ARTICLE IV **COVENANTS**

Section 4.01 Payment of Notes. The Company shall promptly make all payments in respect of the Notes on the dates and in the manner provided in the Notes or pursuant to this Indenture. Any amounts of cash and/or shares of Common Stock to be given to the Trustee, the Paying Agent or the Conversion Agent shall be deposited by the Company with the Trustee, the Paying Agent or the Conversion Agent by the Open of Business on the required date. The Company may, at its option, make payments in respect of the Notes by check mailed to a Holder's registered address (or, if requested by a Holder of more than \$2,000,000 principal amount of the Notes, by wire transfer in immediately available funds to that Holder's account within the United States designated by such Holder in written notice to the Registrar by the Close of Business on the Regular Record Date or other record date relating to such payment, which notice shall remain effective until withdrawn by such Holder in a subsequent written notice to the Registrar) or, with respect to Global Notes, by wire transfer in immediately available funds. The Company shall make any required interest payments to the Person in whose name each Note is registered at the Close of Business on the Regular Record Date for such interest payment.

The Company shall, on or before each due date of the principal (including the Redemption Price, if applicable, and the Fundamental Change Repurchase Price, if applicable) of, or accrued and unpaid interest, if any, on, the Notes or each date when delivery of cash and, if applicable, shares of Common Stock are due upon conversion of a Note, as applicable, deposit with the Paying Agent or the Conversion Agent, as applicable, a sum sufficient to pay such principal (including the Redemption Price, if applicable, or the Fundamental Change Repurchase Price, if applicable) or accrued and unpaid interest, if any, and such settlement obligations upon conversion, and (unless such Paying Agent or such Conversion Agent, as applicable, is the Trustee) the Company will promptly notify the Trustee of any failure to take such action; *provided* that if such deposit is made on the applicable due date, such deposit must be received by the Paying Agent no later than 10:00 a.m., New York City time, on such date.

If the Company shall act as its own Paying Agent, it will, on or before each due date of the principal (including the Redemption Price, if applicable, and the Fundamental Change Repurchase Price, if applicable) of, and accrued and unpaid interest, if any, on, the Notes, set aside, segregate and hold in trust as provided in Section 2.04 for the benefit of the Holders of the Notes a sum sufficient to pay such principal (including the Redemption Price, if applicable, and the Fundamental Change Repurchase Price, if applicable) and accrued and unpaid interest so becoming due and will promptly notify the Trustee in writing of any failure to take such action and of any failure by the Company to make any payment of the principal (including the Redemption Price, if applicable, and the Fundamental Change Repurchase Price, if applicable) of, or accrued and unpaid interest, if any, on, the Notes when the same shall become due and payable.

The principal, accrued and unpaid interest, if any, the Fundamental Change Repurchase Price, if applicable, or the Redemption Price, if applicable, of the Notes being repaid, repurchased or redeemed, if applicable, shall be considered paid on the applicable date due if on such date the Trustee or the Paying Agent holds, in accordance with the foregoing provisions of this Section 4.01, cash sufficient to pay all such amounts then due.

Nothing herein shall preclude the withholding of any taxes required by law to be withheld or deducted.

Section 4.02 SEC and Other Reports. The Company shall file any documents or reports that it is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act (other than documents subject to confidential treatment and correspondence with the SEC) with the Trustee within 15 calendar days after the same are required to be filed with the SEC (giving effect to any grace period provided by Rule 12b-25 under the Exchange Act). Documents filed by the Company via the EDGAR system will be deemed to be filed with the Trustee as of the time such documents are filed via the EDGAR system, provided, however, that the Trustee shall have no responsibility whatsoever to determine whether such filing via the EDGAR system has occurred.

Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely conclusively on an Officer's Certificate).

Section 4.03 Maintenance of Listing. The Company shall use all commercially reasonable efforts to assure that the Common Stock remains listed or quoted on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or any of their respective successors).

Section 4.04 Limitation on Additional Third-Lien Indebtedness. The Company and each of the Guarantors shall not, directly or indirectly, create, incur, assume or guarantee any

Indebtedness secured by a Lien of any kind on any asset now owned or hereafter acquired that ranks equally with the Lien securing the Notes and the Guarantees, except for Liens securing Additional Exchange Notes (and Guarantees thereof).

Section 4.05 Limitation on Repayment of Certain Indebtedness. The Company shall not repay, redeem, prepay, retire, defease or otherwise satisfy the Existing Convertible Notes or the Old Senior Notes, directly or indirectly, with any Indebtedness that (i) is senior (either in right of payment or as to security) to the Notes, (ii) as to which a person other than the Company or a Guarantor is an obligor or provides credit support or (iii) that has any scheduled amortization payments or a maturity date that is earlier than 91 days after the maturity date of the Notes, except that such limitation shall not apply to borrowings by the Company in an amount not to exceed \$10.0 million under the Senior Credit Facility the proceeds of which are used to repay, redeem, prepay, retire, defease or otherwise satisfy the Old Senior Notes.

Notwithstanding the foregoing, the Company shall be permitted to issue additional Senior Secured Notes in exchange for Old Senior Notes and Additional Exchange Notes in exchange for Existing Convertible Notes outstanding on the date of this Indenture on substantially the same terms and conditions as the Secured Note Exchange Offer or the Private Convertible Notes Exchanges, as applicable, provided that such issuances shall not include the payment of any tender or consent fees.

Section 4.06 Real Estate Mortgages and Filings; Landlord Waivers.

With respect to any real property, other than real property that constitutes an Excluded Asset, owned by the Company or any Guarantor on the Issue Date or acquired by the Company or any Guarantor at any time thereafter (individually and collectively, the “**Owned Premises**”) and any Existing Specified Leased Property (together with the Owned Premises, individually and collectively, the “**Premises**”), the Company or such Guarantor shall deliver to the Collateral Agent within 90 days of the Issue Date, or in the case of any Owned Premises acquired after the Issue Date, within 90 days of the date of such acquisition:

(1) fully executed counterparts of Mortgages, duly executed by the Company or the applicable Guarantor, as the case may be, in favor of the Collateral Agent, as mortgagee or beneficiary, as applicable, and corresponding UCC fixture filings, together with evidence of the completion (or satisfactory arrangements for the completion) of all recordings and filings of such Mortgages and corresponding UCC fixture filings as may be necessary to create a valid, perfected Lien, subject to Permitted Liens, against the Premises purported to be covered thereby;

(2) (i) mortgagee’s title insurance policies in favor of the Collateral Agent, as mortgagee for the ratable benefit of the Collateral Agent, the Trustee and the Holders in an amount equal to 100% of the estimated fair market value of the Owned Premises purported to be covered by the related Mortgage, and with respect to the Existing Specified Leased Property, in an amount equal to the amount of title insurance provided to the Senior Credit Facility Agent with respect to its Mortgage on the Existing Specified Leased Property, insuring that title to such property is vested in the Company or the applicable Guarantor and that the interests created by the Mortgage constitute valid Liens thereon free and clear of all Liens, defects and encumbrances other than Permitted Liens together with, to the extent available, such endorsements, as are

customary for financings of this type, accompanied by evidence of the payment in full of all premiums thereon and (ii) such affidavits, certificates, instruments of indemnification and other items (including a so-called “gap” indemnification) of the Company or the applicable Guarantor as shall be reasonably required to induce the title insurer to issue the title insurance policies and endorsements referenced herein with respect to each of the Premises;

(3) (i) with respect to each Premises owned or leased on the Issue Date, ALTA surveys with respect to each of such Premises, as well as any updates or affidavits the title insurer may reasonably request in connection with removing all standard survey exceptions from the mortgagee’s title insurance policies and issuing the survey related and other endorsements to such policies required pursuant to clause (2) above and (ii) with respect to each Owned Premises acquired after the Issue Date, ALTA surveys (to the extent existing at the time of acquisition);

(4) “*Life of Loan*” Federal Emergency Standard Flood Hazard Determinations with respect to each Premises (together with notice about special flood hazard area status and flood disaster assistance, duly executed by the Company or the applicable Guarantor, and evidence of flood insurance in the event such Premises is located in a special flood hazard area);

(5) Opinions of Counsel in the jurisdiction where each Premises is located and the jurisdiction of formation of the Company or the applicable Guarantor entering into the relevant Mortgage covering such matters as are customary for financings of this type, including, without limitation, the due authorization, execution and delivery of the relevant Mortgages and the enforceability thereof; and

(6) a copy of the lease in connection with the Existing Specified Lease Property.

The Company and any Guarantor that is a lessee of, a real property where Collateral is located, is, and will be, required to use commercially reasonable efforts (which for the avoidance of doubt, shall not require the payment by the Company or such Guarantor, as the case may be, of any fee to the lessor in connection with the obtaining of any such collateral access agreement) to deliver to the Collateral Agent a collateral access agreement, executed by the lessor of such real property but only to the extent such lessor has provided a collateral access agreement to the Senior Credit Facility Agent pursuant to the Senior Credit Facility; *provided* that in the case where such lease is a lease in existence on the Issue Date, the Company or Guarantor that is the lessee thereunder shall have 90 days from the Issue Date to satisfy such requirement. For the avoidance of doubt, if the Company or any applicable Guarantor fails to enter into a collateral access agreement after using commercially reasonable efforts (it being understood that the Company shall be solely responsible for determining whether it has used commercially reasonable efforts, which shall be set forth in an Officer’s Certificate delivered to the Trustee and the Collateral Agent (upon which the Trustee and the Collateral Agent may conclusively rely without any investigation)) and the Company shall notify the Holders of such event. Neither the Collateral Agent nor the Trustee shall have any obligation to enter in such an agreement and shall have the right to decline signing such an agreement if, after being advised by counsel, the Trustee or Collateral Agent determines in good faith that such action would expose the Trustee or Collateral Agent to liability or if doing so is consistent with its rights, privileges, protections and immunities set forth in this Indenture or the Collateral Documents.

Section 4.07 Compliance Certificate. The Company shall deliver to the Trustee within 120 calendar days after the end of each fiscal year (beginning with the fiscal year ending December 31, 2016) of the Company an Officer's Certificate, stating whether or not to the knowledge of the signers thereof, there has occurred a Default during the previous fiscal year.

Section 4.08 Further Assurances. The Company will do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register, as applicable, any and all such further acts, deeds, conveyances, security agreements, assignments, financing statements and continuations thereof, termination statements, notices of assignment, transfers, certificates, assurances and other instruments as may be required from time to time in order to:

(1) carry out the terms and provisions of the Collateral Documents;

(2) subject to the Liens created by any of the Collateral Documents any of the properties, rights or interests required to be encumbered thereby;

(3) perfect and maintain the validity, effectively and priority of any of the Collateral Documents and the Liens intended to be created thereby; and

(4) assure, convey, grant, assign, transfer, preserve, protect and confirm to the Collateral Agent any of the rights granted now or hereafter intended by the parties thereto to be granted to the Collateral Agent under the Collateral Documents or under any other instrument executed in connection herewith.

Upon the exercise by the Trustee or any Holder of any power, right, privilege or remedy under this Indenture or any of the Collateral Documents which requires any consent, approval, recording, qualification or authorization of any governmental authority, the Company will execute and deliver all applications, certifications, instruments and other documents and papers that may be required from the Company for such governmental consent, approval, recording, qualification or authorization.

Section 4.09 Maintenance of Office or Agency. The Company will maintain in New York, New York, an office or agency of the Trustee, Registrar, Paying Agent and Conversion Agent where Notes may be presented or surrendered for payment, where Notes may be surrendered for registration of transfer, exchange, repurchase, redemption or conversion and where notices and demands to or upon the Company in respect of the Notes and this Indenture may be served. The office of U.S. Bank National Association, at 100 Wall Street, New York, NY 10005, Attention: Corporate Trust Services—Administrator for A. M. Castle & Co. 5.25% Convertible Senior Secured Notes due 2019, shall initially be such office or agency for all of the aforesaid purposes. The Company shall give prompt written notice to the Trustee of the location, and of any change in the location, of any such office or agency (other than a change in the location of the Corporate Trust Office of the Trustee). If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the address of the Trustee set forth in Section 14.01.

The Company may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from

time to time rescind such designations; *provided, however*, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in New York, New York for such purposes.

Section 4.10 Delivery of Certain Information. At any time when the Company is not subject to Sections 13 or 15(d) of the Exchange Act, the Company shall provide the Trustee and the Holders with annual and quarterly reports containing substantially the same information as would have been required to be filed with the SEC had the Company continued to have been subject to such reporting requirements. In such event, such annual and quarterly reports shall be provided at the times the Company would have been required to provide reports had it continued to have been subject to such reporting requirement. In addition, the Company shall furnish to Holders and beneficial owners of the Notes or shares of Common Stock issuable upon conversion of the Notes, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Section 4.11 Par Value Limitation. The Company shall not take any action that, after giving effect to any adjustment pursuant to Section 10.04, would result in the issuance of shares of Common Stock for less than the par value of such shares of Common Stock.

Section 4.12 Statement by Officers as to Default. The Company shall deliver to the Trustee, within 30 calendar days after becoming aware of the occurrence of any Default or any Event of Default under this Indenture, an Officer's Certificate (which Officer's Certificate shall not be required to include such statements included in Section 14.03) specifying with particularity such Default or Event of Default and further stating what action the Company has taken, is taking or proposes to take with respect thereto.

Section 4.13 Restriction on Resales. The Company shall not, and shall procure that no controlled affiliate (within the meaning of Rule 144) of the Company shall, resell any of the Notes that constitute "restricted securities" under Rule 144 that have been reacquired by any of them.

ARTICLE V **SUCCESSOR PERSON**

Section 5.01 When Company May Merge or Transfer Assets.

(a) The Company shall not consolidate with or merge with or into any other Person or sell, convey, transfer, lease or dispose of all or substantially all of its properties and assets to any other Person in any one transaction or series of related transactions, or permit any Person to consolidate with or merge into the Company, unless:

(i) either (a) the Company is the surviving, resulting, or transferee Person (the "**Successor Person**") or (b) if the Company is not the Successor Person, then either the Successor Person formed by such consolidation or with or into which the Company is merged or the Person to which the Company's properties and assets are so transferred shall be a Person organized and validly existing under the laws of the United States of America, any State thereof or the District of Columbia; *provided, however*, that the Successor Person, if not the "Company"

hereunder, shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, all of the Obligations of the Company under the Notes, this Indenture and the Collateral Documents;

(ii) immediately after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing;

(iii) to the extent that the Successor Person is not the issuer of any part of the securities based on which the Notes have become convertible or exchangeable (after giving effect to such transaction and the provisions hereof related to such transaction), such issuer of such securities fully and unconditionally guarantees the Notes on a senior basis or otherwise provides adequate assurance that the immediate resale of any such securities received upon conversion or exchange by Holders (other than, for the avoidance of doubt, any such Holder who is an "affiliate" (within the meaning of Rule 144) of the Company or the Successor Person) will not require registration under the Securities Act; and

(iv) the Company shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, conveyance, transfer, sale or lease and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture, comply with this Article 5 and that all conditions precedent herein provided for relating to such transaction have been satisfied; provided, however, that in giving such Opinion of Counsel, such counsel may rely on an officer's certificate as to compliance with the foregoing clause (ii) and as to any other matters of fact.

(b) The Successor Person formed by such consolidation into which the Company is merged or the Successor Person to which such sale, conveyance, transfer, lease, or disposition is made shall succeed to, and be substituted for, and may exercise every right and power of, the Company under this Indenture with the same effect as if such Successor Person had been named as the Company herein; and thereafter, the Company shall be discharged from all Obligations and covenants under this Indenture and the Notes. Subject to Section 9.05, the Company, the Trustee and the Successor Person shall enter into a supplemental indenture to evidence the succession and substitution of such Successor Person and such discharge and release of the Company.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.01 Events of Default. Except where otherwise indicated by the context or where the term is otherwise defined for a specific purpose, the term "**Event of Default**" as used in this Indenture with respect to the Notes shall mean one of the following described events unless it is either inapplicable to a particular series or it is specifically deleted or modified in the manner contemplated in Section 9.02:

(a) default in any payment of interest on any Note when due and payable and the default continues for a period of 30 calendar days;

(b) default in the payment of principal of any Note when due and payable at its Stated Maturity, upon required repurchase, declaration of acceleration or otherwise;

(c) failure by the Company to comply with its obligation to convert the Notes into cash, shares of Common Stock or a combination of cash and shares of Common Stock, as applicable, upon exercise of a Holder's conversion right and such failure continues for five calendar days;

(d) failure by the Company to comply with its obligations under Section 5.01;

(e) failure by the Company to comply with its notice obligations under Article 10, Section 3.01 or Section 12.03;

(f) failure by the Company for 60 calendar days to comply with any of its other agreements (other than a covenant or warranty Default in performance or whose breach is elsewhere in this Section 6.01 specifically provided for) contained in the Notes or this Indenture after written notice of such Default from the Trustee or the Holders of at least 25% of the aggregate principal amount of the outstanding Notes has been received by the Company;

(g) default by the Company or any Subsidiary of the Company with respect to any mortgage, agreement or other instrument under which there may be outstanding, or by which there may be secured or evidenced, any debt for money borrowed in excess of \$15.0 million in the aggregate of the Company and/or any such Subsidiary, whether such debt now exists or shall hereafter be created, which default results:

(i) in such debt becoming or being declared due and payable, and such debt shall not have been discharged in full or such declaration rescinded or annulled within 30 calendar days or

(ii) from a failure to pay the principal of any such debt when due and payable at its Stated Maturity, upon required repurchase, upon declaration of acceleration or otherwise, and such defaulted payment shall not have been made, waived or extended within 30 calendar days;

(h) a final judgment for the payment of \$15.0 million or more (excluding any amounts covered by insurance) rendered against the Company or any Subsidiary of the Company, which judgment is not discharged or stayed within 60 calendar days after (i) the date on which the right to appeal thereof has expired if no such appeal has commenced, or (ii) the date on which all rights to appeal have been extinguished;

(i) the Company shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to the Company or any of its Significant Subsidiaries or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Company or any of its Significant Subsidiaries or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due;

(j) an involuntary case or other proceeding shall be commenced against the Company or any of its Significant Subsidiaries seeking liquidation, reorganization or other relief with respect to the Company or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of the Company or any of its Significant Subsidiaries or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 90 consecutive calendar days;

(k) except as permitted otherwise in this Indenture, any Note Guarantee is held in any judicial proceeding to be unenforceable or invalid or ceases for any reason to be in full force and effect, or any Guarantor, or any person acting on behalf of any Guarantor, denies or disaffirms its obligations under its Note Guarantee; or

(l) except as permitted otherwise in this Indenture and the Collateral Documents, with respect to any assets or property having a Fair Market Value in excess of \$10.0 million, individually or in the aggregate, that constitutes, or under this Indenture or any Collateral Document is required to constitute, Collateral, (a) any of the Collateral Documents shall for any reason cease to be in full force and effect in all material respects, or the Company or a Guarantor shall so assert, or (b) any security interest created, or purported to be created, by any of the Collateral Documents shall cease to be enforceable and of the same effect and priority purported to be created thereby, if such Event of Default does not result from any unauthorized action by the Collateral Agent in express violation of any provision of the Collateral Documents.

Section 6.02 Acceleration; Rescission and Annulment.

(a) If an Event of Default (other than an Event of Default specified in Section 6.01(i) or Section 6.01(j) with respect to the Company) occurs and is continuing, then in every such case (except as provided in the immediately following paragraph) the Trustee or the Holders of not less than 25% in aggregate principal amount of the outstanding Notes may declare the principal of and accrued and unpaid interest on all such Notes to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by the Holders), and upon any such declaration such principal and all accrued interest thereon shall become immediately due and payable. If an Event of Default specified in Section 6.01(i) or Section 6.01(j) with respect to the Company occurs, the principal of, and accrued interest on, all of the Notes shall become immediately due and payable without any declaration or other Act of the Holders or any act on the part of the Trustee.

(b) This Section 6.02, however, is subject to the conditions that if, at any time after the principal of the Notes shall have been so declared due and payable, and before any judgment or decree for the payment of the monies due shall have been obtained or entered as hereinafter provided, the Company shall pay or shall deposit with the Trustee a sum sufficient to pay installments of accrued and unpaid interest upon all Notes and the principal of any and all Notes that shall have become due otherwise than by acceleration (with interest on overdue installments of accrued and unpaid interest (to the extent that payment of such interest is enforceable under

applicable law) and on such principal at the rate borne by the Notes during the period of such Default) and amounts due to the Trustee pursuant to Section 7.06, and if (1) rescission would not conflict with any judgment or decree of a court of competent jurisdiction and (2) any and all Events of Defaults with respect to such Notes, other than the nonpayment of principal of and accrued and unpaid interest on such Notes that shall have become due solely by such acceleration or failure to deliver the consideration due upon conversion, shall have been cured or waived pursuant to Section 6.04, then and in every such case the Holders of a majority in aggregate principal amount of the outstanding Notes, by written notice to the Company and to the Trustee, may waive all Defaults or Events of Default with respect to the Notes, subject to Section 6.04, and rescind and annul such declaration and its consequences and such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver or rescission and annulment shall extend to or shall affect any subsequent Default or Event of Default, or shall impair any right consequent thereon. No rescission or annulment referred to above shall affect any subsequent Default or impair any right consequent thereon.

Section 6.03 Other Remedies. If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal, accrued and unpaid interest, if any, or payment of the Fundamental Change Repurchase Price or the Redemption Price on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of the Notes in the proceeding. A delay or omission by the Trustee or any Holder in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. No remedy is exclusive of any other remedy. All available remedies are cumulative.

Section 6.04 Waiver of Past Defaults. The Holders of a majority in aggregate principal amount of the outstanding Notes may waive, by written notice to the Trustee and without notice to any other Holder, an existing or past default and its consequences except (a) an Event of Default described in Sections 6.01(a) or 6.01(b) (other than any nonpayment of principal of the Notes that has become due solely by reason of a declaration of acceleration, to the extent that such declaration of acceleration is duly rescinded in accordance with this Indenture), (b) a default in respect of a provision that, under Section 9.02, cannot be amended without the consent of each Holder or (c) an Event of Default described in Section 6.01(c). When a Default is waived, it is deemed cured, but no such waiver shall extend to any subsequent or other default or impair any consequent right.

Section 6.05 Control by Majority. The Holders of a majority in aggregate principal amount of outstanding Notes may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or of exercising any trust or power conferred on the Trustee. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture or, subject to Section 7.01 and Section 7.02, that the Trustee determines is unduly prejudicial to the rights of other Holders or would potentially involve the Trustee in personal liability; provided, however, that the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction. Prior to taking any action hereunder, the Trustee shall be entitled to indemnification satisfactory to it in its sole discretion against all losses and expenses caused by taking or not taking such action.

Section 6.06 Limitation on Suits. A Holder may pursue any remedy with respect to this Indenture or the Notes only if:

(a) such Holder shall have previously given to the Trustee written notice that an Event of Default is continuing;

(b) the Holders of at least 25% in aggregate principal amount of the outstanding Notes have requested the Trustee pursue the remedy;

(c) such Holders shall have offered the Trustee security or indemnity satisfactory to it against any loss, liability or expense;

(d) the Trustee has not complied with such request within 60 calendar days after the receipt of the request and the offer of security or indemnity; and

(e) the Holders of at least a majority in aggregate principal amount of the outstanding Notes have not given the Trustee a direction that, in the opinion of the Trustee, is inconsistent with such request within such 60 calendar day period.

A Holder may not use this Indenture to prejudice the rights of any other Holder or to obtain a preference or priority over any other Holder (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not such actions or forbearances are unduly prejudicial to such Holders).

Section 6.07 Rights of Holders to Receive Payment. Notwithstanding any other provision of this Indenture, the right of any Holder to bring suit for the enforcement of payment of principal, accrued and unpaid interest, if any, the Fundamental Change Repurchase Price, if applicable, or the Redemption Price, if applicable, on or after the respective due dates expressed in such Holder's Notes, and to convert the Notes in accordance with Article 10, shall not be impaired or affected without the consent of such Holder and shall not be subject to the requirements of Section 6.06.

Section 6.08 Collection Suit by Trustee. If an Event of Default specified in Section 6.01(a) or (b) occurs and is continuing, the Trustee may recover judgment in its own name and as trustee of an express trust against the Company for the whole amount then due and owing (together with interest on any unpaid interest to the extent lawful) and the amounts provided for in Section 7.06.

Section 6.09 Trustee May File Proofs of Claim. The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Holders allowed in any judicial proceedings relative to the Company, its creditors or its property and, unless prohibited by law or applicable regulations, may vote on behalf of the Holders in any election of a trustee in bankruptcy or other Person performing similar functions, and any Custodian in any such judicial proceeding is hereby authorized by each Holder to make payments to the Trustee and, in the event that the Trustee

shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel and any other amounts due the Trustee under Section 7.06.

Section 6.10 Priorities. If the Trustee collects any money pursuant to this Article 6, it shall pay out the money in the following order:

FIRST: to the Trustee and the Collateral Agent, and their respective agents and attorneys, for amounts due under Section 7.06 and under the Collateral Documents, including payment of all compensation, expenses and liabilities incurred, and all advances made, by the Trustee and the Collateral Agent and the costs and expenses of collection;

SECOND: to Holders for amounts due and unpaid on the Notes for principal, accrued and unpaid interest, if any, payment of the Fundamental Change Repurchase Price, if applicable, or payment of the Redemption Price, if applicable, as the case may be, ratably, without preference or priority of any kind, according to such amounts due and payable on the Notes; and

THIRD: the balance, if any, to the Company.

The Trustee may fix a record date and payment date for any payment to Holders pursuant to this Section 6.10. At least 15 calendar days before such record date, the Company shall mail to each Holder and the Trustee a notice, in the manner provided for in Section 14.01, that states the record date, the payment date and the amount to be paid.

Section 6.11 Undertaking for Costs. In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section 6.11 does not apply to a suit by the Trustee, a suit by a Holder pursuant to Section 6.07 or a suit by Holders of more than 10% in aggregate principal amount of the outstanding Notes.

Section 6.12 Waiver of Stay, Extension or Usury Laws. The Company and each of the Guarantors (to the extent it may lawfully do so) shall not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Company and each of the Guarantors (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and shall not hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE VII
TRUSTEE

Section 7.01 Duties of Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs.

(b) Except during the continuance of an Event of Default:

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; *provided, however*, that in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(c) The Trustee may not be relieved from liabilities for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this paragraph does not limit the effect of Section 7.01(b);

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05.

(d) Whether herein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to Sections 7.01(a), (b) and (c).

(e) The Trustee shall not be liable for interest on any money received by it or risk or expend any of its own funds.

(f) Money or shares of Common Stock held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(g) No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers.

(h) Every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article 7, and the provisions of this Article 7 shall apply to the Trustee, the Registrar, the Paying Agent and the Conversion Agent.

(i) The Trustee shall not be deemed to have notice of a Default or an Event of Default unless (i) a Responsible Officer has received written notice at its Corporate Trust Office thereof from the Company or any Holder or (ii) a Responsible Officer shall have actual knowledge thereof.

Section 7.02 Rights of Trustee

(a) The Trustee may conclusively rely upon any document believed by it to be genuine and to have been signed or presented by the proper person. The Trustee need not investigate any fact or matter stated in the document. The Trustee may, however, in its discretion make such further inquiry or investigation into such facts or matters as it may see fit and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Company, personally or by agent or attorney at the expense of the Company and shall incur no liability of any kind by reason of such inquiry or investigation.

(b) Before the Trustee acts or refrains from acting (except in connection with an application for authorization of Notes pursuant to Section 2.02), it shall be entitled to receive an Officer's Certificate and an Opinion of Counsel in accordance with Section 14.02. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on the Officer's Certificate or Opinion of Counsel.

(c) The Trustee may act through agents, attorneys or custodians and shall not be responsible for the misconduct or negligence of any agent, attorney or custodian appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture; *provided, however*, that the Trustee's conduct does not constitute willful misconduct or negligence.

(e) The Trustee may consult with counsel of its own selection, and the advice or opinion of counsel with respect to legal matters relating to this Indenture and the Notes shall be full and complete authorization and protection from liability in respect to any action taken, omitted or suffered by it hereunder in good faith and in accordance with the advice or opinion of such counsel.

(f) The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty unless so specified herein.

(g) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders pursuant to this Indenture, unless such Holders shall have offered to the Trustee security or indemnity satisfactory to the Trustee in its sole discretion against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction.

(h) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder, including, without limitation, the Registrar, the Paying Agent and the Conversion Agent.

(i) The Trustee may request that the Company deliver an Officer's Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture, which Officer's Certificate may be signed by any Person authorized to sign an Officer's Certificate, including any Person specified as so authorized in any such certificate previously delivered and not superseded.

(j) In no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(k) The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

(l) No Depository shall be deemed an agent of the Trustee, and the Trustee shall not be responsible for any act or omission by any Depository.

Section 7.03 Individual Rights of Trustee. The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or its affiliates with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest it must eliminate such conflict within 90 calendar days or resign. Any Paying Agent, Registrar, Conversion Agent or co-Registrar may do the same with like rights. However, the Trustee must comply with Section 7.10.

Section 7.04 Trustee's Disclaimer. The Trustee shall not be responsible for and makes no representation as to the validity, priority or adequacy of this Indenture or the Notes, it shall not be accountable for the Company's use of the proceeds from the Notes, and it shall not be responsible for any statement of the Company in this Indenture or in any document issued in connection with the sale of the Notes or in the Notes other than the Trustee's certificate of authentication.

Section 7.05 Notice of Defaults. If a Default or Event of Default occurs and is continuing and is known to a Responsible Officer (or written notice of it is received by the Trustee) the Trustee shall mail to each Holder notice of the Default or Event of Default within 90 calendar days after it occurs; provided, however, that except in the case of a Default described in Section 6.01(a), (b) or (c), the Trustee may withhold the notice if and so long as it in good faith determines that withholding the notice is in the interests of Holders.

Section 7.06 Compensation and Indemnity. The Company shall pay to the Trustee from time to time such compensation as shall be agreed upon from time to time in writing for its services. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee upon request for all reasonable out-of-pocket fees and expenses incurred or made by it, including costs of collection, in addition to the compensation for its services. Such expenses shall include the reasonable compensation, fees and expenses, disbursements and advances of the Trustee's agents, counsel, accountants and experts. The Company shall fully indemnify each of the Trustee and any predecessor Trustee against any and all loss, liability, claim, damage or expense (including reasonable attorneys' fees and expenses) incurred by it in connection with the acceptance and administration of this trust and the performance of its duties hereunder, including the costs and expenses of defending itself against any claim (whether asserted by the Company, any Holder or any other Person). The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Company of any claim for which it may seek indemnity of which a Responsible Officer has actually received written notice shall not relieve the Company of its obligations hereunder except to the extent such failure shall have materially prejudiced the Company. The Company shall defend the claim and the Trustee shall cooperate in the defense. If the Trustee is advised by counsel in writing that it may have available to it defenses which are in conflict with the defenses available to the Company, then the Trustee may have separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Trustee through the Trustee's own willful misconduct or negligence. The Company need not pay for any settlement made by the Trustee without the Company's consent, such consent not to be unreasonably withheld. All indemnifications and releases from liability granted hereunder to the Trustee shall extend to its officers, directors, employees, agents, attorneys, custodians, successors and assigns.

(a) To secure the Company's payment obligations in this Section 7.06, the Trustee and (only to the extent applicable) any predecessor Trustee shall have a lien prior to the Notes on all money or property held or collected by the Trustee other than money or property held in trust to pay the principal, accrued and unpaid interest, if any, the Fundamental Change Repurchase Price, if applicable, or the Redemption Price, if applicable, on particular Notes.

(b) The Company's payment obligations pursuant to this Section 7.06 shall survive the resignation or removal of the Trustee and the Discharge of this Indenture. In the event that the Trustee incurs expenses after the occurrence of a Default specified in Section 6.01(i) or Section 6.01(j) with respect to the Company, the expenses are intended to constitute expenses of administration under the Bankruptcy Law.

Section 7.07 Replacement of Trustee. (a) The Trustee may resign at any time by notifying the Company in writing at least 30 calendar days prior to the proposed effective date of such resignation. The Holders of a majority in aggregate principal amount of the Notes then outstanding may remove the Trustee by notifying the Trustee in writing. The Company may remove the Trustee if:

- (i) the Trustee fails to comply with Section 7.09;
- (ii) the Trustee is adjudged bankrupt or insolvent;
- (iii) a receiver or other public officer takes charge of the Trustee or its property; or
- (iv) the Trustee otherwise becomes incapable of acting.

(b) If the Trustee resigns, is removed by the Company or by the Holders of a majority in aggregate principal amount of the Notes then outstanding or if a vacancy exists in the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Company shall promptly appoint a successor Trustee.

(c) A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders. The retiring Trustee shall upon payment of all of its costs and the costs of its agents and counsel promptly transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 7.06.

(d) If a successor Trustee does not take office within 60 calendar days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company or the Holders of at least 10% in aggregate principal amount of the Notes then outstanding may petition at the expense of the Company any court of competent jurisdiction for the appointment of a successor Trustee.

(e) If the Trustee, after written request by any Holder, fails to comply with Section 7.09, such Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(f) Notwithstanding the replacement of the Trustee pursuant to this Section 7.07, the Company's obligations under Section 7.06 shall continue for the benefit of the retiring Trustee.

Section 7.08 Successor Trustee by Merger. If the Trustee consolidates with, merges or converts into, or transfers all or substantially all its corporate trust business or assets to, another corporation or banking association, the resulting, surviving or transferee corporation or banking association without any further act shall be the successor Trustee.

(b) In case at the time such successor or successors by merger, conversion or consolidation to the Trustee shall succeed to the trusts created by this Indenture, any of the Notes shall have been authenticated but not delivered, any such successor to the Trustee may adopt the certificate of authentication of any predecessor Trustee, and deliver such Notes so authenticated; and in case at that time any of the Notes shall not have been authenticated, any such successor to the Trustee may authenticate such Notes either in the name of any predecessor hereunder or in the name of the successor to the Trustee.

Section 7.09 Eligibility; Disqualification. There will at all times be a Trustee hereunder that is a corporation organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has a combined capital and surplus of at least \$50.0 million as set forth in its most recent published annual report of condition.

Section 7.10 Trustee's Application for Instructions from the Company. Any application by the Trustee for written instructions from the Company may, at the option of the Trustee, set forth in writing any action proposed to be taken or omitted by the Trustee under this Indenture and the date on and/or after which such action shall be taken or such omission shall be effective. The Trustee shall not be liable to the Company for any action taken by, or omission of, the Trustee in accordance with a proposal included in such application on or after the date specified in such application (which date shall not be less than three Business Days after the date any officer of the Company actually receives such application, unless any such officer shall have consented in writing to any earlier date) unless prior to taking any such action (or the effective date in the case of any omission), the Trustee shall have received written instructions in response to such application specifying the action to be taken or omitted.

ARTICLE VIII

DISCHARGE OF INDENTURE

Section 8.01 Discharge of Liability on Notes. When (1) the Company shall deliver to the Registrar for cancellation all Notes theretofore authenticated (other than any Notes which have been replaced pursuant to Section 2.07) and not theretofore canceled or (2) all the Notes not theretofore canceled or delivered to the Registrar for cancellation shall have (a) been deposited for conversion (after all related Observation Periods have elapsed) and the Company shall have delivered to the Holders cash and (in the case of conversion) shares of Common Stock, as applicable, sufficient to pay, all amounts owing in respect of all Notes (other than any Notes which have been replaced pursuant to Section 2.07) not theretofore canceled or delivered to the Registrar for cancellation or (b) become due and payable on the Maturity Date, Fundamental Change Repurchase Date, Redemption Date, upon declaration of acceleration or otherwise, and the Company shall have deposited with the Trustee cash sufficient to pay, in the opinion of a nationally recognized firm of certified public accountants, investment bank or appraisal firm, all amounts owing in respect of all Notes (other than any Notes which have been replaced pursuant to Section 2.07) not theretofore canceled or delivered to the Registrar for cancellation, including the principal amount and interest, accrued and unpaid to such Maturity Date, Fundamental Change Repurchase Date or other such date, and if in either case (1) or (2) the Company shall also pay or deliver or cause to be paid or delivered all other sums payable and shares of Common Stock deliverable hereunder by the Company, then this Indenture shall cease to be of further effect with respect to the Notes (except as to (i) remaining rights of registration of transfer, substitution and exchange and conversion of Notes, (ii) rights hereunder of Holders to receive from the Trustee payments of the amounts and any shares of Common Stock then due, including interest with respect to the Notes and the other rights, duties and obligations of Holders, as beneficiaries hereof solely with respect to the amounts, if any, so deposited with the Trustee and (iii) the rights, obligations and immunities of the Trustee, the Authenticating Agent, the Paying

Agent, the Conversion Agent and the Registrar under this Indenture), and the Trustee, on demand of the Company accompanied by an Officer's Certificate and an Opinion of Counsel as required by Section 8.03 and at the cost and expense of the Company, shall execute proper instruments acknowledging satisfaction of and discharging this Indenture and Note Guarantees with respect to the Notes (such event, the "**Discharge**"); provided, however, the Company hereby agrees to reimburse the Trustee, the Authenticating Agent, the Paying Agent, the Conversion Agent and the Registrar for any costs or expenses thereafter reasonably and properly incurred by the Trustee, the Authenticating Agent, the Paying Agent, the Conversion Agent and the Registrar and to compensate the Trustee, the Authenticating Agent, the Paying Agent, the Conversion Agent and the Registrar for any services thereafter reasonably and properly rendered by the Trustee, the Authenticating Agent, the Paying Agent, the Conversion Agent and the Registrar in connection with this Indenture.

Section 8.02 Reinstatement. If the Trustee or the Paying Agent is unable to apply any money to the Holders entitled thereto by reason of any order or judgment of any court of governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's obligations under this Indenture and each Guarantor's obligations under its Note Guarantee shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.01 until such time as the Trustee or the Paying Agent is permitted to apply all such money in accordance with this Indenture and the Notes to the Holders entitled thereto; provided, however, that if the Company makes any payment of principal amount of, or interest on, any Note following the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee or the Paying Agent.

Section 8.03 Officer's Certificate; Opinion of Counsel. Upon any application or demand by the Company to the Trustee to take any action under Section 8.01, the Company shall furnish to the Trustee an Officer's Certificate and an Opinion of Counsel stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with.

ARTICLE IX

MODIFICATION AND AMENDMENTS

Section 9.01 Without Consent of Holders. The Company, the Guarantors and the Trustee may amend or supplement the Note Documents without the consent of any Holder or any other Person to:

- (1) cure any ambiguity, omission, defect or inconsistency in the Note Documents that does not materially adversely affect Holders;
- (2) provide for the assumption by a Successor Person of the Company's obligations under this Indenture and for the assumption by a successor Person of a Guarantor's obligation under its Note Guarantee;
- (3) allow any Guarantor to execute a supplemental indenture and/or a Note Guarantee with respect to the Notes;

- (4) to add to the Collateral securing the Notes Debt or to increase the priority of the Liens securing the Notes Debt;
- (5) add to the Company's covenants for the benefit of the Holders or surrender any right or power conferred upon the Company by this Indenture;
- (6) provide for the conversion of Notes in accordance with the terms of this Indenture;
- (7) make any change that does not adversely affect the rights of any Holder;
- (8) comply with any requirement of the SEC in connection with any qualification of this Indenture under the Trust Indenture Act of 1939, as amended;
- (9) comply with the Applicable Procedures;
- (10) conform the provisions of this Indenture, the Notes, the Note Guarantees or the Collateral Documents to the respective descriptions thereof in the Transaction Support Agreements in effect as of the date of this Indenture. The Trustee may rely on an Officer's Certificate in determining that the changes effected in an amendment or supplement are made to conform the provisions of this Indenture, the Notes or the Collateral Documents to the respective description thereof in the Transaction Support Agreements in effect as of the date of this Indenture; or
- (11) add parties to the Intercreditor Agreement or the Junior Lien Intercreditor Agreement, in accordance with the terms thereof.

The consent of the Holders is not necessary under this Indenture to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment. After an amendment under this Section 9.01 becomes effective, the Company shall mail to Holders a notice, in the manner provided for in Section 14.01, briefly describing such amendment. The failure to give such notice to all such Holders, or any defect therein, shall not impair or affect the validity of an amendment under this Section 9.01.

Section 9.02 With Consent of Holders. With the written consent of the Holders of at least a majority in aggregate principal amount of the outstanding Notes, including, without limitation, consents obtained in connection with a purchase of, or tender offer or exchange offer for, Notes, the Company, the Guarantors and the Trustee may amend or supplement this Indenture, the Notes and the Note Guarantee. However, without the consent of each Holder affected, an amendment to this Indenture, the Notes and the Note Guarantee may not:

- (1) reduce the amount of Notes whose Holders must consent to an amendment;
- (2) reduce the rate, or extend the stated time for payment, of interest on any Note;

- (3) reduce the principal, or extend the Stated Maturity, of any Note;
- (4) make any change that adversely affects the conversion rights of any Notes;
- (5) reduce any Make-Whole Premium, Fundamental Change Repurchase Price or Redemption Price of any note or amend or modify in any manner adverse to the Holders the Company's obligation to make such payments, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise;
- (6) change the place or currency of payment of principal or interest in respect of any Note;
- (7) impair the right of any Holder to receive payment of principal of and interest on such Holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's Notes;
- (8) adversely affect the ranking in right of payment or lien priority of the Notes and the Note Guarantees as secured third lien indebtedness of the Company and the Guarantors;
- (9) release any Guarantor from its obligation under its Note Guarantee or this Indenture, except in accordance with the terms of this Indenture; or
- (10) make any change to the provisions of Section 6.04, this Section 9.02 or Section 9.03.

In addition, any amendment to, or waiver of, the provisions of this Indenture relating to the Collateral or the Collateral Documents that has the effect of releasing all or substantially all of the Collateral from the Liens securing the Notes will require the consent of the Holders of at least 66-2/3% in aggregate principal amount of the Notes then outstanding.

The consent of the Holders is not necessary under this Indenture to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment. After an amendment under this Section 9.02 becomes effective, the Company shall mail to Holders a notice, in the manner provided for in Section 14.01, briefly describing such amendment. The failure to give such notice to all such Holders, or any defect therein, shall not impair or affect the validity of an amendment under this Section 9.02.

Section 9.03 Revocation and Effect of Consents, Waivers and Actions. A consent to an amendment or a waiver by a Holder of a Note shall bind the Holder and every subsequent Holder of that Note or portion of the Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent or waiver is not made on the Note. However, any such Holder or subsequent Holder may revoke the consent or waiver as to such Holder's Note or portion of the Note if the Trustee receives the written notice of revocation before the date the supplemental indenture setting forth the amendment or waiver becomes effective. After an

amendment or waiver becomes effective, it shall bind every Holder. An amendment or waiver becomes effective in accordance with the terms of the supplemental indenture, which shall become effective upon the execution thereof by the Trustee.

The Company may, but shall not be obligated to, fix a record date for the purpose of determining the Holders entitled to give their consent or take any other action described above or required or permitted to be taken pursuant to this Indenture. If a record date is fixed, then those Persons who were Holders at such record date (or their duly designated proxies), and only those Persons, shall be entitled to give such consent or to revoke any consent previously given or to take any such action, whether or not such Persons continue to be Holders after such record date. No such consent shall be valid or effective for more than 120 calendar days after such record date.

Section 9.04 Notation on or Exchange of Notes. Notes authenticated and delivered after the execution of any supplemental indenture pursuant to this Article 9 may, and shall if required by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company shall so determine, new Notes so modified as to conform, in the opinion of the Trustee and the Board of Directors, to any such supplemental indenture may be prepared and executed by the Company and authenticated and delivered by the Trustee in exchange for outstanding Notes.

Section 9.05 Trustee to Sign Supplemental Indentures. Upon the written request of the Company, the Trustee shall sign any supplemental indenture authorized pursuant to this Article 9 if the amendment contained therein does not affect the rights, duties, liabilities or immunities of the Trustee. If it does, the Trustee may, but need not, sign such supplemental indenture. In signing such supplemental indenture, the Trustee shall be provided with, and (subject to the provisions of Section 7.01) shall be fully protected in conclusively relying upon, an Officer's Certificate and an Opinion of Counsel stating that such amendment is authorized or permitted by this Indenture and is the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

Section 9.06 Effect of Supplemental Indentures. Upon the execution of any supplemental indenture under this Article 9, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

ARTICLE X **CONVERSIONS**

Section 10.01 Conversion Privilege and Conversion Rate.

(a) *Conversion Rights Generally.* Upon compliance with the provisions of this Article 10, a Holder will have the right, at such Holder's option, to convert all or any portion (if the portion to be converted is \$1,000 principal amount or an integral multiple of \$1,000 in excess thereof) of its Notes at any time prior to the Close of Business on the Scheduled Trading Day immediately preceding the Maturity Date, at a rate (the "**Conversion Rate**") of 444.4444 shares

of Common Stock (subject to adjustment by the Company as provided in Section 10.04) per \$1,000 principal amount of the Notes (the “**Conversion Obligation**”). If Notes are subject to Optional Redemption in accordance with Article XII, Holders shall have the right to convert any Notes to be redeemed at any time prior to the third Trading Day immediately preceding the relevant Redemption Date (unless the Company shall fail to complete the Optional Redemption of such Notes in accordance with Article XII, in which case the Holders’ right to convert their Notes shall be unaffected by such Optional Redemption).

(b) *Conversion Upon a Fundamental Change.*

(i) In the event that the Company enters into any agreement with respect to a transaction that is expected to constitute a Fundamental Change, the Company shall disclose the material terms of such agreement in a current report on Form 8-K (or in a press release if the Company is not then permitted to file such a current report with the SEC). In the event that such a Fundamental Change occurs, if a Holder exercises its right to convert its Notes during the period from the effective date of the transaction until the Close of Business on the Business Day immediately preceding the related Fundamental Change Repurchase Date or, if there is no Fundamental Change Repurchase Date, the 35th Trading Day immediately following the effective date of such transaction then such conversion shall be deemed to have occurred “**in connection with a Fundamental Change.**”

(ii) In a conversion in connection with a Fundamental Change:

(1) for each \$1,000 principal amount of Notes, the number of shares of Common Stock issuable upon conversion shall equal the greater of (1) \$1,000 plus the amount of the Make-Whole Premium divided by the then applicable Conversion Price and (2) \$1,300 divided by the Stock Price with respect to such Fundamental Change (such greater number of shares, the “**Fundamental Change Conversion Number**”), for which the form of settlement shall be determined as provided below;

(2) a Holder shall also be entitled to receive a cash payment for all accrued and unpaid interest on any such Notes being converted to, but not including the relevant date of settlement, in accordance with Section 10.02(j); and

(3) settlement upon conversion may be in the form of cash, shares of Common Stock or a combination thereof, in the Company’s sole discretion.

Not later than the Close of Business on the date a Fundamental Change occurs, the Company shall provide to all Holders, the Trustee and the Conversion Agent written notice of its Settlement Method for Notes surrendered for conversion in connection with such Fundamental Change, and if the Company elects Combination Settlement, such notice shall state the dollar amount of cash to be paid for each \$1,000 principal amount of Notes surrendered (the “**Fundamental Change Cash Amount**”). Section 10.02(d), (e) (not later than the dates specified below) and (f) through (j) shall apply to conversions of Notes in connection with a Fundamental Change.

(iii) If the Company elects Cash Settlement for Notes surrendered for conversion in connection with a Fundamental Change, for each \$1,000 principal amount of Notes so surrendered, prior to 11:00 a.m., Eastern Time, on the third Business Day following the Conversion Date, the Company shall deliver to the converting Holder an amount of cash equal to the Fundamental Change Conversion Number times the 20-Day VWAP as of such Conversion Date (the “**Fundamental Change Conversion Value**”). Where the term “Cash Settlement” is used in Section 10.04, in the case of a conversion in connection with a Fundamental Change, such term shall be deemed to refer to the foregoing settlement method.

(iv) If the Company elects Physical Settlement for Notes surrendered for conversion in connection with a Fundamental Change, for each \$1,000 principal amount of Notes so surrendered, prior to 11:00 a.m., Eastern Time, on the third Business Day following the Conversion Date, the Company shall deliver to the converting Holder a number of shares of Common Stock equal to the Fundamental Change Conversion Number. Where the term “Physical Settlement” is used in Section 10.04, in the case of a conversion in connection with a Fundamental Change, such term shall be deemed to refer to the foregoing settlement method.

(v) If the Company elects Combination Settlement for Notes surrendered for conversion in connection with a Fundamental Change, for each \$1,000 principal amount of Notes so surrendered, prior to 11:00 a.m., Eastern Time, on the third Business Day following the Conversion Date, the Company shall deliver to the converting Holder the Fundamental Change Cash Amount plus a number of shares of Common Stock equal to (x) the difference between (A) the Fundamental Change Conversion Value minus (B) the Fundamental Change Cash Amount divided by (y) the 20-Day VWAP as of such Conversion Date. Where the term “Combination Settlement” is used in Section 10.04, in the case of a conversion in connection with a Fundamental Change, such term shall be deemed to refer to the foregoing settlement method.

(vi) The settlement of the conversion of Notes in connection with a Fundamental Change, as provided in this Section 10.01(b), and the payment of accrued interest on such Notes in accordance with Section 10.02(j) shall satisfy the Company’s Conversion Obligation with respect to such Notes. Where the term “Observation Period” is used in Section 10.02(b)(ii)(B), Section 10.03 or Section 10.04, in the case of a conversion in connection with a Fundamental Change, such term shall be deemed to refer to the 20 consecutive VWAP Trading Days used to calculate the 20-Day VWAP.

Section 10.02 Exercise of Conversion Privilege.

(a) The Company may satisfy the Conversion Obligation by means of a Cash Settlement, a Physical Settlement or a Combination Settlement based on the Conversion Rate then in effect and the Settlement Method that applies to the Note.

(i) If a “Cash Settlement” applies to a conversion or a redemption of a Note, the Company will deliver an amount of cash, without any delivery of shares of Common Stock (“**Cash Settlement**”) (i) in the case of a conversion in connection with a Fundamental Change, determined in accordance with Section 10.01(b)(iii), (ii) in the case of an Optional Redemption, determined in accordance with Section 12.01(c)(ii) and (iii) in the case of any other conversion, determined in accordance with Section 10.02(c)(i) and delivered simultaneously with the other consideration in the Cash Settlement.

(ii) If a “Physical Settlement” applies to a conversion or a redemption of a Note, the Company will deliver (“**Physical Settlement**”) (x) a whole number of shares of Common Stock (i) in the case of a conversion in connection with a Fundamental Change, determined in accordance with Section 10.01(b)(iv), (ii) in the case of an Optional Redemption, in accordance with Section 12.01(c)(iii) and (iii) in the case of any other conversion, in accordance with Section 10.02(c)(ii), and (y) an amount of cash in lieu of fractional shares of Common Stock, if any, in accordance with Section 10.03(a) and delivered simultaneously with the other consideration in the Physical Settlement.

(iii) If a “Combination Settlement” applies to a conversion or a redemption of a Note, the Company will deliver (“**Combination Settlement**”) (x) (i) in the case of a conversion in connection with a Fundamental Change, an amount of cash and a number of shares of Common Stock in accordance with Section 10.01(b)(v), (ii) in the case of an Optional Redemption, an amount of cash and a number of shares of Common Stock in accordance with Section 12.01(c)(iv) and (iii) in the case of any other conversion, an amount of cash in accordance with Section 10.02(c)(iii) and a number of shares of Common Stock in accordance with Section 10.02(c)(iii) and (y) an amount of cash in lieu of fractional shares of Common Stock, if any, in accordance with Section 10.03(b) and delivered simultaneously with the other consideration in the Combination Settlement.

(b) Settlement Method and Cash Amount Elections.

(i) The Company will have the right to make an election, from time to time, with respect to the Settlement Method that the Company chooses to satisfy its Conversion Obligation (other than a conversion in connection with a Fundamental Change, the terms of which shall be governed exclusively by Section 10.01(b)), and if the Company elects Combination Settlement, (x) the dollar amount up to which the Company will settle such Conversion Obligation per \$1,000 principal amount of Notes in cash (the “**Cash Amount**”) and (y) the dollar amount up to which the Company will settle the Make-Whole Premium per \$1,000 principal amount of Notes in cash (the “**Cash Make-Whole Amount**”). Each such election shall be effective until the Company provides a written notice of an election of a different Settlement Method, Cash Amount or Cash Make-Whole Amount, as applicable; *provided that*, the Company shall use the same Settlement Method, Cash Amount or Cash Make-Whole Amount, if applicable, for all conversions occurring on any given Conversion Date. The Company will initially be deemed to have elected Physical Settlement. If the Company chooses to elect a different Settlement Method and/or change the Cash Amount or Cash Make-Whole Amount in the future, it will provide to all Holders, the Trustee and the Conversion Agent a written notice of the newly chosen Settlement Method, Cash Amount or Cash Make-Whole Amount, as applicable, and the effective date of such newly chosen Settlement Amount, Cash Amount or Cash Make-Whole Amount; *provided that*, the Settlement Method, Cash Amount or Cash Make-Whole Amount, as applicable, contained in such notice will not apply to any conversion of Notes unless the Company has complied with its notice obligations with respect thereto under this Section 10.02(b) on or prior to the Close of Business on the Business Day immediately following the Conversion Date for such converted Notes. If the newly chosen Settlement Method is

Combination Settlement and (i) the Company fails to specify a Cash Amount in its notice of such newly chosen Settlement Method, the Company will be deemed to have elected that the Cash Amount equal \$1,000 or (ii) the Company fails to specify a Cash Make-Whole Amount in its notice of such newly chosen Settlement Method, the Company will be deemed to have elected that the Cash Make-Whole Amount equals the Make-Whole Premium. Simultaneously with providing such notice, the Company will make the relevant information available on the website of the Company.

(ii) Any conversion of a Note will be deemed to have been effected on the Conversion Date for such Note, and, for any shares of Common Stock that the Company issues upon conversion:

(A) if Physical Settlement applies, the Person in whose name the certificate or certificates for such shares will be registered will become the holder of record of such shares as of the Close of Business on the Conversion Date; and

(B) if Combination Settlement applies, the Person in whose name the certificate or certificates for such shares will be registered will become the holder of record of such shares as of the Close of Business on the last VWAP Trading Day of the Observation Period for the relevant Conversion Date.

On and after the Conversion Date with respect to a conversion of Notes pursuant hereto, all rights of the Holders of such Notes will terminate, other than the right to receive the consideration deliverable upon conversion of such Notes as provided herein.

(c) Settlement Methods.

(i) If Cash Settlement applies to any Notes surrendered for conversion, for each \$1,000 principal amount of Notes surrendered, on the third Business Day following the last VWAP Trading Day of the applicable Observation Period, the Company will deliver to the converting Holder an amount of cash equal to the sum of the Daily Conversion Values for each VWAP Trading Day during the relevant Observation Period plus an amount of cash equal to the Make-Whole Premium.

(ii) If Physical Settlement applies to any Notes surrendered for conversion, for each \$1,000 principal amount of Notes surrendered, on the third Business Day following the Conversion Date, the Company will deliver to the converting Holder (x) a number of shares of Common Stock equal to the applicable Conversion Rate on the Conversion Date plus (y) a number of shares of Common Stock equal to the Make-Whole Premium divided by the Conversion Make-Whole Share Price, and (z) cash in lieu of fractional shares, if any, as described in Section 10.03.

(iii) If Combination Settlement applies to any Notes surrendered for conversion, for each \$1,000 principal amount of Notes surrendered, on the third Business Day following the last VWAP Trading Day of the applicable Observation Period, the Company will deliver to the converting Holder (1) the sum of the Daily Settlement Amounts for each VWAP Trading Day of the relevant Observation Period plus (2) the Make-Whole Premium, which shall be paid in the form of (A) cash equal to the Cash Make-Whole Amount and (B) a number of whole shares of Common Stock equal to the Share Make-Whole Number and (3) cash in lieu of fractional shares, if any, as described in Section 10.03.

(d) Before any Holder of a Note shall be entitled to convert the same as set forth above, such Holder will (1) in the case of a Global Note, comply with the procedures of the Depository in effect at that time and, if required, pay all taxes or duties required pursuant to Section 10.02(g), if any, and (2) in the case of a Note issued in certificated form, (A) complete and manually sign and deliver an irrevocable written notice to the Conversion Agent in the form set forth in the form of Note attached hereto as Exhibit A hereto (or a facsimile thereof) (a “**Notice of Conversion**”) at the office of the Conversion Agent and shall state in writing therein the principal amount of Notes to be converted and the name or names (with addresses) in which such Holder wishes the certificate or certificates for any shares of Common Stock, if any, to be delivered upon settlement of the Conversion Obligation to be registered, (B) surrender such Notes, duly endorsed to the Company or in blank (and accompanied by appropriate endorsement and transfer documents), at the office of the Conversion Agent and (C) if required, pay all taxes or duties required pursuant to Section 10.02(g), if any. A Note shall be deemed to have been converted immediately prior to the Close of Business on the date (the “**Conversion Date**”) that the Holder has complied with the requirements set forth in this Section 10.02(d).

No Notice of Conversion with respect to any Notes may be tendered by a Holder thereof if such Holder has also tendered a Fundamental Change Repurchase Notice and not validly withdrawn such Fundamental Change Repurchase Notice in accordance with the applicable provisions of Section 3.01(c).

If more than one Note shall be surrendered for conversion at one time by the same Holder, the Conversion Obligation with respect to such Notes, if any, that shall be payable upon conversion shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof to the extent permitted thereby) so surrendered.

(e) Delivery of the amounts of cash and/or shares of Common Stock owing in satisfaction of the Conversion Obligation will be made by the Company in no event later than the date specified in Section 10.02(c). The Company will make such delivery by paying the cash amount owed to the Holder of the Note surrendered for conversion, or such Holder’s nominee or nominees, and/or by issuing, or causing to be issued, and delivering to such Holder, or such Holder’s nominee or nominees, certificates or a book-entry transfer through the Depository for the number of full shares of Common Stock, if any, to which such Holder shall be entitled as part of such Conversion Obligation (together with cash in lieu of any fractional share).

(f) In case any Note shall be surrendered for partial conversion, the Company will execute and the Trustee shall, as provided in a Company Order, authenticate and deliver to or upon the written order of the Holder of the Note so surrendered, without charge to such Holder, a new Note or Notes in authorized denominations in an aggregate principal amount equal to the unconverted portion of the surrendered Notes.

(g) If a Holder submits a Note for conversion, subject to Section 10.07, the Company shall pay all documentary, stamp and other similar issue or transfer taxes or duties, if any, which may be imposed by the United States or any political subdivision thereof or taxing authority

thereof or therein with respect to the issuance of shares of Common Stock, if any, upon the conversion. However, the Holder shall pay any such tax which is due because the Holder requests any shares of Common Stock to be issued in a name other than the Holder's name. The Company may refuse to deliver the certificates representing the shares of Common Stock being issued in a name other than the Holder's name until the Company receives a sum sufficient to pay any tax which will be due because the shares are to be issued in a name other than the Holder's name. Nothing herein shall preclude any tax withholding required by law or regulations.

(h) Except as provided in Section 10.04, no adjustment will be made for dividends on any shares of Common Stock issued upon the conversion of any Note as provided in this Article 10.

(i) The Company shall notify the Trustee in writing of any conversion of Notes effected through any Conversion Agent other than the Trustee.

(j) If Notes are converted after the Close of Business on a Regular Record Date but prior to the corresponding Interest Payment Date, Holders of such Notes as of the Close of Business on the Regular Record Date will receive the interest payable on such Notes on the corresponding Interest Payment Date, notwithstanding the conversion. Otherwise, in connection with any conversion of Notes, the Company shall pay in cash to the Holders of such Notes all accrued and unpaid interest on such Notes to, but not including the date of settlement for such conversion.

Section 10.03 Fractions of Shares

If more than one Note shall be surrendered for conversion at one time by the same Holder, the number of full shares of Common Stock which shall be issuable upon conversion thereof shall be computed on the basis of the aggregate principal amount of the Notes (or specified portions thereof) so surrendered. No fractional share of Common Stock will be issued upon conversion of any Notes or Notes. Instead of any fractional share of Common Stock that would otherwise be issuable upon conversion of any Notes (or specified portions thereof), the Company will calculate and pay a cash adjustment in respect of such fraction (calculated to the nearest 1/10,000th of a share) in an amount based on:

(a) the Last Reported Sale Price of the Common Stock on the relevant Conversion Date, if Physical Settlement applies to the Notes surrendered for conversion; or

(b) the Daily VWAP on the last VWAP Trading Day of the relevant Observation Period, if Combination Settlement applies to the Notes surrendered for conversion.

Section 10.04 Adjustment of Conversion Rate. The Conversion Price or Conversion Rate, as applicable, will be adjusted from time to time by the Company as follows; *provided* that the Company will not make any adjustments to the relevant Conversion Price or Conversion Rate if Holders of the Notes participate (as a result of holding the Notes, and at the same time as holders of the Common Stock participate) in any of the transactions described below as if such Holders held a number of shares of Common Stock equal to the applicable Conversion Rate, multiplied by the principal amount (expressed in thousands) of Notes held by such Holders, without having to convert their Notes:

(a) If the Company issues shares of Common Stock (or derivatives thereof) in respect of any Existing Convertible Notes after the issue date of the Notes at an issue price (or conversion or exercise price, as the case may be) per share that is lower than the applicable Conversion Price then in effect, (i) the Conversion Price shall be adjusted to the lower of (x) the lowest issue price per share of the Common Stock so issued and (y) the lowest conversion or exercise price per share of any such derivatives, and (ii) the Conversion Price shall have the benefit of any adjustment provision applicable to the conversion or exercise price of such derivatives, to the extent such provision is more favorable than that applicable to the applicable Conversion Price.

(b) In case the Company shall exclusively issue shares of Common Stock as a dividend or distribution on all or substantially all shares of Common Stock, or shall effect a share split or share combination, the Conversion Rate shall be adjusted based on the following formula:

$$CR' = CR_0 \times \frac{OS'}{OS_0}$$

where,

CR₀ = the Conversion Rate in effect immediately prior to the Open of Business on the Ex-Date for such dividend or distribution or the effective date of such share split or share combination, as the case may be;

CR' = the Conversion Rate in effect immediately after the Open of Business on such Ex-Date for such dividend or distribution or effective date of such share split or share combination, as the case may be;

OS₀ = the number of shares of Common Stock outstanding immediately prior to the Open of Business on the Ex-Date for such dividend or distribution or effective date of such share split or share combination, as the case may be; and

OS' = the number of shares of Common Stock that will be outstanding immediately after giving effect to such dividend, distribution, share split or share combination.

Any adjustment to the Conversion Rate made under the foregoing formula in this clause (b) will become effective immediately after the Open of Business on the Ex-Date for such dividend or distribution or the effective date of such share split or share combination, as the case may be. If any dividend or distribution of the type described in this [Section 10.04\(b\)](#) is declared but not so paid or made, the Conversion Rate will be immediately readjusted, effective as of the date the Board of Directors determines not to pay such dividend or distribution, to the Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

(c) In case the Company shall issue to all or substantially all holders of its outstanding shares of Common Stock any rights, options or warrants entitling them for a period ending not more than 45 calendar days after the Ex-Date of such issuance to subscribe for or purchase shares of Common Stock at a price per share less than the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period ending on the Trading Day immediately preceding the declaration date of such issuance, the Conversion Rate will be increased based on the following formula:

$$CR' = CR_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where,

CR₀ = the Conversion Rate in effect immediately prior to the Open of Business on the Ex-Date for such issuance;

CR' = the Conversion Rate in effect immediately after the Open of Business on the Ex-Date for such issuance;

OS₀ = the number of shares of Common Stock outstanding immediately prior to the Open of Business on the Ex-Date for such issuance;

X = the total number of shares of Common Stock issuable pursuant to such rights, options or warrants; and

Y = the number of shares of Common Stock equal to the aggregate price payable to exercise such rights, options or warrants *divided by* the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Date for such issuance.

Any increase made under this Section 10.04(c) will be made successively whenever any such rights, options or warrants are issued and shall become effective immediately after the Open of Business on the Ex-Date for such issuance. To the extent that shares of Common Stock are not delivered after the expiration of such rights, options or warrants, the Conversion Rate shall be decreased to the Conversion Rate that would then be in effect had the increase with respect to the issuance of such rights, options or warrants been made on the basis of delivery of only the number of shares of Common Stock actually delivered. If such rights, options or warrants are not so issued, the Conversion Rate will be decreased to the Conversion Rate that would then be in effect if such Ex-Date for such issuance had not occurred.

(d) In case the Company shall distribute to all or substantially all holders of its Common Stock shares of any class of Capital Stock of the Company, evidences of its indebtedness, other assets or property of the Company, or rights, options or warrants entitling

them to acquire Capital Stock of the Company or other securities (excluding: (i) dividends, distributions or issuances as to which an adjustment was effected pursuant to Section 10.04(b) or (c); (ii) dividends or distributions paid exclusively in cash as to which an adjustment was effected pursuant to Section 10.04(e); and (iii) any dividend and distributions described below in this Section 10.04(d) with respect to Spin-Offs) (any such shares of Capital Stock, evidences of indebtedness or other assets or property of the Company, or rights, options or warrants entitling them to acquire shares of Common Stock subject to clauses (i) — (iii) of the immediately preceding parenthetical, the “**Distributed Property**”), then the Conversion Rate will be increased based on the following formula:

$$CR' = CR_O \times \frac{SP_O}{SP_O - FMV}$$

where,

CR_O = the Conversion Rate in effect immediately prior to the Open of Business on the Ex-Date for such distribution;

CR' = the Conversion Rate in effect immediately after the Open of Business on the Ex-Date for such distribution;

SP_O = the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading-Day period ending on, and including, the Trading Day immediately preceding the Ex-Date for such distribution; and

FMV = the fair market value as reasonably determined by the Board of Directors in good faith of the Distributed Property to be distributed with respect to each outstanding share of Common Stock as of the Ex-Date for such distribution.

Any increase made under the portion of this Section 10.04(d) above will become effective immediately after the Open of Business on the Ex-Date for such distribution. If such distribution is not so paid or made, the Conversion Rate will be decreased to be the Conversion Rate that would then be in effect if such dividend or distribution had not been declared. Notwithstanding the foregoing, if “FMV” (as defined above) is equal to or greater than “SP_O” (as defined above), in lieu of the foregoing increase, each Holder of a Note shall receive, in respect of each \$1,000 principal amount thereof, at the same time and upon the same terms as holders of the Common Stock, the amount and kind of Capital Stock of the Company, evidences of its indebtedness, other assets or property of the Company or rights, options or warrants to acquire Capital Stock of the Company or other securities that such Holder would have received if such Holder owned a number of shares of Common Stock equal to the Conversion Rate in effect on the Ex-Date for the distribution.

With respect to an adjustment pursuant to this Section 10.04(d) where there has been a payment of a dividend or other distribution on the Common Stock in shares of Capital Stock of the Company of any class or series, or similar equity interest, of or relating to a Subsidiary or other business unit of the Company, and such Capital Stock or similar equity interest is listed or

quoted (or will be listed or quoted upon the consummation of the distribution) on a U.S. national securities exchange or a reasonably comparable non-U.S. equivalent (a “**Spin-Off**”), the Conversion Rate will be increased based on the following formula:

$$CR' = CR_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where,

CR₀ = the Conversion Rate in effect immediately prior to the Close of Business on the Ex-Date of such Spin-Off;

CR' = the Conversion Rate in effect immediately after the Close of Business on the Ex-Date of such Spin-Off;

FMV₀ = the average of the Last Reported Sale Prices of the Capital Stock or similar equity interest distributed to holders of Common Stock applicable to one share of Common Stock (determined by reference to the Last Reported Sale Price set forth above as if references therein to the Common Stock were to such Capital Stock or similar equity interest) over the first 10 consecutive Trading-Day period immediately following, and including, the Ex-Date of the Spin-Off (the “**Valuation Period**”); and

MP₀ = the average of the Last Reported Sale Prices of the Common Stock over the Valuation Period.

Such increase under the immediately preceding formula will be determined as of the Close of Business on the last Trading Day of the Valuation Period, but will be given effect immediately after the Open of Business on the Ex-Date of the Spin-Off. If a Holder converts a Note, Cash or Combination Settlement is applicable to such Note, and the first VWAP Trading Day of the Observation Period occurs after the first Trading Day of the Valuation Period for a Spin-Off but on or before the last Trading Day of the Valuation Period for such Spin-Off, the reference in the above definition of “FMV₀” to 10 consecutive Trading Days will be deemed replaced with such lesser number of Trading Days as have elapsed since, and including, the effective date of such Spin-Off but before the first VWAP Trading Day of the Observation Period. If a Holder converts a Note, Cash or Combination Settlement is applicable to such Note and one or more VWAP Trading Days of the Observation Period for such Notes occurs on or after the Ex-Date for a Spin-Off, but on or prior to the first Trading Day of the Valuation Period for such Spin-Off, such Observation Period will be suspended on the first such VWAP Trading Day and will resume immediately after the first Trading Day of the Valuation Period for such Spin-Off, with the reference in the above definition of “FMV₀” to 10 consecutive Trading Days deemed replace with a reference to one (1) Trading Day.

(e) In case the Company shall pay any cash dividends or distributions to all or substantially all holders of Common Stock, the Conversion Rate will be increased based on the following formula:

$$CR' = CR_0 \times \frac{SP_0}{SP_0 - C}$$

where,

CR₀ = the Conversion Rate in effect immediately prior to the Open of Business on the Ex-Date for such dividend or distribution;

CR' = the Conversion Rate in effect immediately after the Open of Business on the Ex-Date for such dividend or distribution;

SP₀ = the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Date for such dividend or distribution; and

C = the amount in cash per share distributed to holders of shares of Common Stock in such dividend or distribution.

Such increase shall become effective immediately after the Open of Business on the Ex-Date for such dividend or distribution. If such dividend or distribution is not so paid, the Conversion Rate will be decreased, effective as of the date the Board of Directors determines not to make or pay such dividend or distribution, to be the Conversion Rate that would then be in effect if such dividend or distribution had not been declared. Notwithstanding the foregoing, if “C” (as defined above) is equal to or greater than “SP₀” (as defined above), in lieu of the foregoing increase, each Holder of a Note shall receive, for each \$1,000 principal amount of Notes, at the same time and upon the same terms as holders of shares of Common Stock, the amount of cash that such Holder would have received if such Holder owned a number of shares of Common Stock equal to the Conversion Rate on the Ex-Date for such cash dividend or distribution.

(f) In case the Company or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for the Common Stock (other than an odd lot tender offer), to the extent that the cash and value of any other consideration included in the payment per share of Common Stock exceeds the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (the “**Expiration Date**”), the Conversion Rate will be increased based on the following formula:

$$CR' = CR_0 \times \frac{AC + (SP' \times OS')}{OS_0 - SP'}$$

where,

CR₀ = the Conversion Rate in effect immediately prior to the Open of Business on the Trading Day next succeeding the Expiration Date;

CR' = the Conversion Rate in effect immediately after the Open of Business on the Trading Day next succeeding the Expiration Date;

AC = the aggregate value of all cash and any other consideration as reasonably determined by the Board of Directors in good faith paid or payable for shares of Common Stock purchased in such tender or exchange offer;

OSo = the number of shares of Common Stock outstanding immediately prior to the Close of Business on the Expiration Date (before giving effect to the purchase of all shares of Common Stock accepted for purchase or exchange in such tender offer or exchange offer);

OS' = the number of shares of Common Stock outstanding immediately after the Close of Business on the Expiration Date (after giving effect to the purchase of all shares of Common Stock accepted for purchase or exchange in such tender offer or exchange offer); and

SP' = the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading-Day period (the "Averaging Period") commencing on, and including, the Trading Day next succeeding the Expiration Date.

Such increase in the Conversion Rate under this Section 10.04(f) shall be determined as of the Close of Business on the 10th Trading Day from, and including, the Trading Day next succeeding the Expiration Date but will be given effect as of the Open of Business on the Trading Day next succeeding the Expiration Date. If a Holder converts a note, Cash or Combination Settlement is applicable to such note, and the first VWAP Trading Day of the Observation Period for such Note occurs after the first Trading Day of the Averaging Period for a tender or exchange offer, but on or before the last Trading Day of the Averaging Period for such tender or exchange offer, the reference in the above definition "SP" "to "10" shall be deemed replaced with such lesser number of Trading Days as have elapsed from, and including, the first Trading Day of the Averaging Period for such tender or exchange offer to, but excluding, the first VWAP Trading Day of such Observation Period. If a Holder converts a Note, Cash or Combination settlement is applicable to such Note, and one or more VWAP Trading Days of the Observation Period for such Note occurs on or after the Expiration Date for a tender or exchange offer, but on or prior to the first Trading Day in the Averaging Period for such tender or exchange offer, such Observation Period will be suspended on the first such Trading Day and will resume immediately after the first Trading Day of the Averaging Period for such tender or exchange offer and the reference in the above definition "SP" "to "10 consecutive Trading Day period" shall be deemed replaced with a reference to "one (1) Trading Day."

(g) In addition to those required by Sections 10.04(a) through (f), and to the extent permitted by applicable law and subject to the listing standards of The New York Stock Exchange, the Company from time to time may increase the Conversion Rate by any amount for a period of at least 20 Business Days if the Board of Directors determines (which determination shall be conclusive) that such increase would be in the Company's best interest. Whenever the Conversion Rate is increased pursuant to the preceding sentence, the Company shall deliver to the Holder of each Note, in the manner provided for in Section 14.01, a written notice of such

increase at least 15 calendar days prior to the date the increased Conversion Rate takes effect, in accordance with applicable law, and such notice shall state the increased Conversion Rate and the period during which it will be in effect. In addition, subject to the listing standards of The New York Stock Exchange, the Company may also (but is not required to) increase the Conversion Rate to avoid or diminish any income tax to holders of Common Stock or rights to purchase Common Stock in connection with any dividend or distribution of shares (or rights to acquire shares) or similar event.

(h) If a Holder converts a Note and

(i) Combination Settlement is applicable to such a Note;

(ii) the Record Date, Effective Date, or Expiration Date for any event that requires an adjustment to the Conversion Rate under any of Sections 10.04(a) through (f) occurs (x) on or after the first VWAP Trading Day of the related Observation Period and (y) on or prior to the last VWAP Trading Day of such Observation Period; and

(iii) the Daily Settlement Amount for any VWAP Trading Day in such Observation Period that occurs on or prior to such Record Date, Effective Date or Expiration Date (x) includes shares of Common Stock that do not entitle their holder to participate in such event and (y) is calculated based on a Conversion Rate that is not adjusted on account of such event;

then, on account of such conversion, the Company will, on such Record Date, Effective Date or Expiration Date, treat such Holder, as a result of having converted such Notes, as though it were the record holder of a number of shares of Common Stock equal to the total number of shares of Common Stock that:

(x) are deliverable as part of the Daily Settlement Amount (A) for a VWAP Trading Day in such Observation Period that occurs on or prior to such Record Date, Effective Date or Expiration Date and (B) is calculated based on a Conversion Rate that is not adjusted for such event; and

(y) if not for this Section 10.04(h) would not entitle such Holder to participate in such event.

In the case of Combination Settlement of a conversion in connection with a Fundamental Change or an Optional Redemption, an adjustment similar to that described above for Combination Settlement of such conversion in connection with a Fundamental Change or Optional Redemption shall be made in good faith by the Board of Directors.

(i) Except as stated in this Indenture, the Company will not adjust the Conversion Rate for the issuance of shares of Common Stock or any securities convertible into or exchangeable for shares of Common Stock or the right to purchase shares of Common Stock or such convertible or exchangeable securities.

(j) Without limiting the foregoing Section 10.04(i), no adjustment to the Conversion Rate need be made:

(i) upon the issuance of any shares of Common Stock pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on securities of the Company and the investment of additional optional amounts in shares of Common Stock under any plan;

(ii) upon the issuance of any shares of Common Stock or options or rights to purchase shares of Common Stock pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by the Company or any of its Subsidiaries;

(iii) upon the issuance of any shares of Common Stock pursuant to any option, warrant, right or exercisable, exchangeable or convertible security not described in clause (ii) above and outstanding as of the date of this Indenture;

(iv) for a change in the par value of the Common Stock; or

(v) for accrued and unpaid interest, if any.

(k) The Company will not undertake any transaction that would result in its being required, pursuant to this Indenture, to adjust the Conversion Rate such that the Conversion Price per share of Common Stock will be less than the par value of Common Stock.

(l) All calculations and other determinations under this Article 10 shall be made by the Company and shall be made to the nearest cent or to the nearest one-ten thousandth (1/10,000) of a share, as the case may be. No adjustment shall be made to the Conversion Rate unless such adjustment would require a change of at least 1% in the Conversion Rate then in effect at such time. The Company shall carry forward any adjustments that are less than 1% of the Conversion Rate and make such carried forward adjustments, regardless of whether the aggregate adjustment is less than 1% (i) annually, on the anniversary of the Issue Date, (ii) on the Effective Date for any Fundamental Change and (iii)(x) in the case of a Note to which Physical Settlement applies, upon the Conversion Date and (y) in the case of any Note to which Cash Settlement or Combination Settlement applies, on each VWAP Trading Day of the applicable Observation Period.

(m) In any case in which this Section 10.04 provides that an adjustment will become effective immediately after (1) the Ex-Date for an event or (2) the last date on which tenders or exchanges may be made pursuant to any tender or exchange offer pursuant to Section 10.04(f) (each, an “**Adjustment Determination Date**”), the Company may elect to defer until the occurrence of the applicable Adjustment Event (x) issuing to the Holder of any Note converted after such Adjustment Determination Date and before the occurrence of such Adjustment Event, the additional cash and/or shares of Common Stock or other securities issuable upon such conversion by reason of the adjustment required by such Adjustment Event over and above the amounts deliverable upon such conversion before giving effect to such adjustment and (y) paying to such Holder any amount in cash in lieu of any fraction of a share of Common Stock pursuant to Section 10.03. For purposes of this Section 10.04(m), the term “**Adjustment Event**” means:

(i) in any case referred to in clause (1), the date any dividend or distribution of Common Stock, Distributed Property or cash is paid or made, the effective date of any share split or combination or the date of expiration of any options, rights or warrants, and

(ii) in any case referred to in clause (2), the date a sale or exchange of Common Stock pursuant to such tender or exchange offer is consummated and becomes irrevocable.

(n) For purposes of this Section 10.04, subject to Section 10.04(d) hereof, the number of shares outstanding at any time will include shares issuable in respect of scrip certificates issued in lieu of fractions of shares of Common Stock, but will not include shares of Common Stock held in the treasury of the Company.

(o) Whenever any provision of this Indenture requires the Company to calculate the Last Reported Sale Price, the Daily VWAP, the Daily Conversion Value and/or the Daily Settlement Amount over a span of multiple days (including with respect to an Observation Period or the Stock Price), the Company will make appropriate adjustments (determined in good faith by the Board of Directors) to each to account for any adjustment to the Conversion Rate that becomes effective, or any event requiring an adjustment to the Conversion Rate where the Ex-Date of the event occurs, at any time during the period when such Last Reported Sale Price, Daily VWAP, Daily Conversion Value and/or Daily Settlement Amount is to be calculated.

(p) To the extent that the Company has a preferred stock rights plan in effect upon conversion of the Notes into Common Stock, Holders will receive, in addition to any Common Stock, (i) if Physical Settlement applies to their Notes, on the Conversion Date for their Notes and (ii) if Combination Settlement applies to their Notes, on each VWAP Trading Day in the Observation Period applicable to their Notes, in either case, the rights under the rights plan, unless prior to such Conversion Date or such VWAP Trading Day, as the case may be, the rights have separated from the Common Stock, in which case the Conversion Rate will be adjusted at the time of separation as if the Company distributed to all holders of the Common Stock Distributed Property as described in Section 10.04(d) above, subject to readjustment in the event of the expiration, termination or redemption of such rights.

Section 10.05 Notice of Adjustments of Conversion Rate. Whenever the Conversion Rate is adjusted as herein provided:

(a) the Company will compute the adjusted Conversion Rate in accordance with Section 10.04 and prepare an Officer's Certificate setting forth the adjusted Conversion Rate and showing in reasonable detail the facts upon which such adjustment is based, and promptly file such certificate with the Trustee and with each Conversion Agent (if other than the Trustee); and

(b) upon each such adjustment, the Company will provide a written notice to all Holders, in the manner provided for in Section 14.01, stating that the Conversion Rate has been adjusted and setting forth the adjusted Conversion Rate.

Neither the Trustee nor any Conversion Agent will be under any duty or responsibility with respect to any such certificate or the information and calculations contained therein, except to exhibit the same to any Holder desiring inspection thereof at its office during normal business hours.

Section 10.06 Company to Reserve Common Stock. The Company will at all times reserve and keep available, free from preemptive rights, out of its authorized but unissued Common Stock, for the purpose of effecting the conversion of Notes, the highest number of shares of Common Stock then issuable upon the conversion of all outstanding Notes (assuming, for such purpose, that Physical Settlement were applicable to all such Notes and such conversions could be effected in connection with a Fundamental Change).

Section 10.07 Taxes on Conversions. Except as provided in the next sentence, the Company will pay any and all taxes and duties that may be payable in respect of the issue or delivery of shares of Common Stock on conversion of Notes pursuant hereto. The Company will not, however, be required to pay any tax or duty that may be payable in respect of (i) income of the Holder, or (ii) any transfer involved in the issue and delivery of shares of Common Stock in a name other than that of the Holder of the Note or Notes to be converted, and no such issue or delivery shall be made unless and until the Person requesting such issue has paid to the Company the amount of any such tax or duty, or has established to the satisfaction of the Company that such tax or duty has been paid.

Section 10.08 Certain Covenants. Before taking any action which would cause an adjustment to the Conversion Rate that would result in reducing the Conversion Price below the then par value, if any, of the shares of Common Stock issuable upon conversion of the Notes, the Company will take all corporate action which it reasonably determines may be necessary in order that the Company may validly and legally issue such shares of Common Stock at such adjusted Conversion Rate.

The Company covenants that all shares of Common Stock issued upon conversion of Notes will be validly issued, fully paid and non-assessable by the Company and free from all taxes, liens and charges with respect to the issue thereof.

The Company further covenants that if at any time the Common Stock will be listed for trading on any other national securities exchange the Company shall, if permitted and required by the rules of such exchange, list and keep listed, so long as the Common Stock shall be so listed on such exchange, all Common Stock issuable upon conversion of the Notes.

Section 10.09 Cancellation of Converted Notes. All Notes delivered for conversion (other than Notes that are to be exchanged pursuant to Section 10.02(a)(iii)) will be delivered to the Trustee or its agent and canceled by the Trustee as provided in Section 2.10.

Section 10.10 Provision in Case of Effect of Reclassification, Consolidation, Merger or Sale. In the event of any:

(a) recapitalization, reclassification or change of the Common Stock (other than a change in par value, or from par value to no par value, or from no par value to par value, or as a result of a split, subdivision, or combination for which an adjustment is made pursuant to Section 10.04(b));

(b) consolidation, merger or combination involving the Company;

(c) sale, conveyance, transfer or lease to another Person of all or substantially all of the consolidated assets of the Company and its Subsidiaries substantially as an entirety; or

(d) any statutory share exchange,

in each case as a result of which holders of the outstanding Common Stock would be entitled to receive cash, securities or other property or assets (including cash or any combination thereof) (the type, amount and kind (and in the same proportions) of such cash, securities or other property or assets, the “**Reference Property**”, and the amount of Reference Property that a holder of one share of Common Stock is (or is deemed to be) entitled to receive in the applicable Merger Event, a “**Unit of Reference Property**”) for their shares of Common Stock (each such event, a “**Merger Event**”), then, at the effective time of such Merger Event, subject to the provisions of Section 10.01, the right to convert each \$1,000 principal amount of Notes based on a number of shares of Common Stock equal to the applicable Conversion Rate will be changed into the right to convert each \$1,000 principal amount of Notes based on the Reference Property that the Holders would have been entitled to receive if such Holders had held a number of shares of Common Stock equal to the Conversion Rate then in effect immediately prior to these events. However, at and after the effective time of the Merger event, (i) the Company will continue to have the right to determine the form of consideration to be paid and/or delivered, as the case may be, upon conversion of Notes, as set forth in Section 10.02 and (ii) (x) any amount payable in cash upon conversion of the Notes as set forth in Section 10.02 will continue to be payable in cash, (y) any shares of Common Stock that the Company would have been required to deliver upon conversion of the Notes as set in Section 10.02 will instead be deliverable in Units of Reference Property and (z) the Daily VWAP will be calculated based on the components of a Unit of Reference Property.

For purposes of this Section 10.10, in the case of a Merger Event that causes the Common Stock to be converted into, or exchanged for, the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election), the Reference Property that a Holder of one or more shares of Common Stock would have been entitled to receive in such Merger Event (and based on which the Notes will be convertible) will be deemed to be based on (i) the weighted average of the types and amounts of consideration received by the holders of the Common Stock that affirmatively make such an election or (ii) if no holders of the Common Stock affirmatively make such an election, the types and amounts of consideration actually received by such holders, in each case, per share of Common Stock. The Company shall notify Holders of the weighted average as soon as practicable after such determination is made. The Company shall not become a party to any such Merger Event unless its terms are consistent with the foregoing.

The Company and the Trustee (and any Successor Person, if applicable) will, concurrently with the effective time of the Merger Event, execute a supplemental indenture to effect the requirements therefor pursuant to this Indenture. If the Reference Property for such Merger Event includes shares of stock or other securities or assets of a Person other than the Company, for such Merger Event, then such other Person will also execute such supplemental indenture and such supplemental indenture will contain whatever additional provisions the Board

of Directors considers to be reasonably necessary to protect the Holders. The Company will cause notice of the execution of such supplemental indenture to be mailed to each Holder, in the manner provided for in Section 14.01, within 20 calendar days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture.

In the event a supplemental indenture is executed pursuant to this Section 10.10, the Company will promptly file with the Trustee an Officer's Certificate briefly stating the reasons therefor, the type, amount and kind of cash, securities or property that will constitute the Reference Property after any such Merger Event, any adjustment to be made with respect thereto and that all conditions precedent have been complied with.

The above provisions of this Section 10.10 shall similarly apply to any successive Merger Event.

Section 10.11 Responsibility of Trustee for Conversion Provisions. The Trustee, subject to the provisions of Section 7.02, and any Conversion Agent will not at any time be under any duty or responsibility to any Holder to determine whether any facts exist which may require any adjustment of the Conversion Rate, or with respect to the nature or extent of any such adjustment when made, or with respect to the method employed, herein or in any supplemental indenture provided to be employed, in making the same, or whether a supplemental indenture need be entered into. Neither the Trustee, subject to the provisions of Section 7.02, nor any Conversion Agent shall be accountable with respect to the validity or value (or the kind or amount) of any shares of Common Stock, or of any other securities or property or cash, which may at any time be issued or delivered upon the conversion of any Notes; and it or they do not make any representation with respect thereto. Neither the Trustee, subject to the provisions of Section 7.02, nor any Conversion Agent shall be responsible for any failure of the Company to make or calculate any cash payment or to issue, transfer or deliver any shares of Common Stock or share certificates or other securities or property or cash upon the surrender of any Note for the purpose of conversion; and the Trustee, subject to the provisions of Section 7.02, and any Conversion Agent shall not be responsible for any failure of the Company to comply with any of the covenants of the Company contained in this Article 10.

Section 10.12 Notice to Holders Prior to Certain Actions. In case of any:

(a) action by the Company or one of its Subsidiaries that would require an adjustment to the Conversion Rate pursuant to Section 10.04;

(b) Merger Event; or

(c) voluntary or involuntary dissolution, liquidation or winding-up of the Company or any of its Subsidiaries;

then, in each case (unless notice of such event is otherwise required pursuant to another provision of this Indenture), the Company will cause to be filed with the Trustee and the Conversion Agent (if other than the Trustee) and to be mailed to each Holder at its address appearing on the Register, as promptly as possible but in any event at least 45 Scheduled Trading Days prior to the applicable date hereinafter specified, a written notice stating (i) the date on which a record is to be taken for the purpose of such action by the Company or one of its

Subsidiaries or, if a record is not to be taken, the date as of which the holders of Common Stock of record are to be determined for the purposes of such action by the Company or one of its Subsidiaries, or (ii) the date on which such Merger Event, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their Common Stock for securities or other property deliverable upon such Merger Event, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such action by the Company or one of its Subsidiaries, Merger Event, dissolution, liquidation or winding-up.

Section 10.13 Certain Limitations on Settlement.

(a) Notwithstanding any other provision of this Indenture or the Notes, for so long as the Common Stock is registered under the Exchange Act, a Holder shall not be entitled to receive shares of Common Stock upon conversion of any Notes during any period of time in which the aggregate number of shares of Common Stock that may be acquired by such Holder upon conversion of Notes shall, when added to the aggregate number of shares of Common Stock deemed beneficially owned, directly or indirectly, by such holder and each person subject to aggregation of common stock with such holder under Section 13 or Section 16 of the Exchange Act and rules promulgated thereunder at such time (an “**Aggregated Person**”) (other than by virtue of the ownership of securities or rights to acquire securities that have limitations on the holder’s or such person’s right to convert, exercise or purchase similar to this limitation), as determined pursuant to the rules and regulations promulgated under Section 13(d) of the Exchange Act, exceed 9.99% (the “**Restricted Ownership Percentage**”) of the total issued and outstanding shares of Common Stock (the “**Section 16 Conversion Blocker**”). Notwithstanding the foregoing, this Section 16 Conversion Blocker shall not apply (i) with respect to a holder if such holder is subject to Section 16(a) of the Exchange Act without regard to the aggregate number of shares of Common Stock issuable upon conversion of the Notes and upon conversion, exercise or sale of securities or rights to acquire securities that have limitations on the holder’s right to convert, exercise or purchase similar to this limitation and (ii) in connection with an issuance of Common Stock by the Company pursuant to, or upon a conversion in connection with, (x) the Company’s exercise of its Optional Redemption rights pursuant to Article XII or (y) a Fundamental Change.

(b) Notwithstanding the foregoing, the Company shall issue shares of Common Stock upon conversion of such Holder’s Notes up to (but not exceeding) the amount that would cause such holder (together with any Aggregated Person) to equal the Restricted Ownership Percentage; provided that each Holder shall have the right at any time and from time to time to reduce the Restricted Ownership Percentage applicable to such Holder immediately upon prior written notice to the Company (provided that, for the avoidance of doubt, in such event, such Holder may sell shares of Common Stock or Notes to reduce the aggregate number of shares of Common Stock deemed beneficially owned by such holder (together with any Aggregated Person) to a level below the reduced Restricted Ownership Percentage, in which case the Notes will be convertible by such Holder up to (but will not exceed) the reduced Restricted Ownership Percentage) or increase the Restricted Ownership Percentage applicable to such Holder (together with any Aggregated Person) upon 65 days’ prior written notice to the Company.

ARTICLE XI
PAYMENT OF INTEREST

Section 11.01 Payment of Interest. The Company will pay interest on the Notes at a rate of 5.25% per annum, payable semi-annually in arrears on June 30 and December 30 of each year (each, an “**Interest Payment Date**”) or, if any such day is not a Business Day, the immediately following Business Day, commencing on June 30, 2016. Interest on a Note shall be paid to the Holder in whose name such Note was registered at the Close of Business on June 15 or December 15 (each, a “**Regular Record Date**”), whether or not a Business Day, as the case may be, immediately preceding the relevant Interest Payment Date, and shall be computed on the basis of a 360-day year composed of twelve 30-day months. Payment of the Fundamental Change Repurchase Price, Redemption Price, principal and interest that are not made when due will accrue interest per annum at the then-applicable interest rate plus one percent from the required payment date. If the Conversion Date for a Note occurs after a Regular Record Date but on or before the corresponding Interest Payment Date, the interest payable on such Interest Payment Date will be paid to the Holder of such Note on such Regular Record Date notwithstanding the conversion of such Note.

Section 11.02 Defaulted Interest. Any installment of interest that is payable, but is not punctually paid or duly provided for on any Interest Payment Date (“**Defaulted Interest**”), will forthwith cease to be payable to the Holders in whose names the Notes were registered on the Regular Record Date applicable to such installment of interest. Defaulted Interest (including any interest on such Defaulted Interest) may be paid by the Company, at its election, as provided in Section 11.02(a) or (b).

(a) The Company may elect to make payment of any Defaulted Interest (including any interest on such Defaulted Interest) to the Holders in whose names the Notes are registered at the Close of Business on a special record date for the payment of such Defaulted Interest (a “**Special Record Date**”), which shall be fixed in the following manner. The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid and the date of the proposed payment, and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Holders entitled to such Defaulted Interest as provided in this Section 11.02(a). Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest, which shall be not more than 15 calendar days and not less than 10 calendar days prior to the date of the proposed payment and not less than 10 calendar days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be provided in the manner provided for in Section 14.01, not less than 10 calendar days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the Holders in whose names the Notes are registered at the Close of Business on such Special Record Date and shall no longer be payable pursuant to Section 11.02(b).

(b) Alternatively, the Company may make payment of any Defaulted Interest (including any interest on such Defaulted Interest) in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange if, after notice given by the Company in writing to the Trustee of the proposed payment pursuant to this Section 11.02(b), such manner of payment shall be deemed practicable by the Trustee.

Section 11.03 Interest Rights Preserved. Subject to the foregoing provisions of this Article 11 and, to the extent applicable, Section 2.06 and Section 2.07, each Note delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Note shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Note.

ARTICLE XII

OPTIONAL REDEMPTION

Section 12.01 Right to Redeem.

(a) At any time, the Company may, at its option, redeem any or all of the Notes, except for the Notes that the Company is required to repurchase pursuant to Article 3, if the Daily VWAP of the Common Stock for 20 or more VWAP Trading Days (whether or not consecutive) in the period of 30 consecutive VWAP Trading Days ending on the Trading Day immediately prior to the date on which the Company provides Notice of Redemption exceeds 130% of the applicable Conversion Price in effect on each such Trading Day (such redemption, an “**Optional Redemption**”).

(b) If the Company elects to redeem Notes pursuant to an Optional Redemption, the redemption price will be equal to 100% of the principal amount of Notes being redeemed (the “**Redemption Price**”), together with accrued and unpaid interest to, but not including, the Redemption Date (or, in the case of a Default by the Company in the payment of the Redemption Price, the day on which such Default is no longer continuing), plus the applicable Make-Whole Premium; *provided, however*, that, notwithstanding the foregoing, if Notes are redeemed on a date that is after the Close of Business on a Regular Record Date and prior to the Close of Business on the corresponding Interest Payment Date, the accrued interest payable in respect of such Interest Payment Date shall not be payable to Holders of the Notes to whom the Principal Amount of the Notes being redeemed pursuant to the Optional Redemption is paid, and the Company shall instead pay the full amount of the relevant interest payment on such Interest Payment Date to the holder of record on the relevant Regular Record Date for the corresponding Interest Payment Date.

(c) (i) With respect to each Optional Redemption, prior to sending the Notice of Redemption with respect thereto in accordance with Section 12.03, the Company shall elect a Settlement Method for such Optional Redemption. If the Company elects Combination Settlement of an Optional Redemption, the Company shall elect the amount of cash to be paid to Holders in respect of each \$1,000 principal amount of Notes redeemed in such Combination Settlement (the “**Optional Redemption Cash Amount**”).

(ii) If the Company elects Cash Settlement for Notes subject to Optional Redemption, for each \$1,000 principal amount of Notes so surrendered, prior to 11:00 a.m., Eastern Time, on the Redemption Date, the Company shall deliver to the Holder (x) an amount of cash equal to the Redemption Price and (y) an amount in cash equal to the applicable Make-Whole Premium.

(iii) If the Company elects Physical Settlement for Notes subject to Optional Redemption, for each \$1,000 principal amount of Notes so surrendered, prior to 11:00 a.m., Eastern Time, on the Redemption Date, the Company shall deliver to the Holder a number of shares of Common Stock equal to (x) the sum of the Redemption Price plus the applicable Make-Whole Premium, divided by (y) the 20-Day VWAP as of the Redemption Date for such Optional Redemption.

(iv) If the Company elects Combination Settlement for Notes subject to Optional Redemption, for each \$1,000 principal amount of Notes so surrendered, prior to 11:00 a.m., Eastern Time, on the Redemption Date, the Company shall deliver to the Holder the Optional Redemption Cash Amount plus a number of shares of Common Stock equal to (x) the difference between (A) the sum of the Redemption Price plus the Make-Whole Premium, minus (B) the Optional Redemption Cash Amount, divided by (y) the 20-Day VWAP as of the Redemption Date for such Optional Redemption.

(d) No Notes may be redeemed by the Company pursuant to an Optional Redemption, if (x) the principal amount of the Notes has been accelerated (except in the case of an acceleration resulting from a default by the Company in the payment of the relevant Redemption Price), and such acceleration has not been rescinded, on or prior to the relevant Redemption Date and/or (y) the Company has failed to pay any interest due on the Notes and such failure to pay is continuing.

(e) Except as provided in this Section 12.01, the Notes will not be redeemable by the Company.

Section 12.02 Selection of Notes to be Redeemed. If less than all the Notes are to be redeemed pursuant to an Optional Redemption, the Trustee shall select the Notes to be redeemed in principal amounts of \$1,000 or an integral multiple of \$1,000 in excess thereof by lot, or on a pro rata basis or by any other method that the Trustee considers fair and appropriate, subject to the rules and procedures of the Depository, unless otherwise required by law or applicable stock exchange requirements; provided however that no Note of a principal amount of \$1,000 or less shall be redeemed in part. The Trustee shall make the selection within 7 days from its receipt of the Notice of Redemption from the Company delivered pursuant to Section 12.03 from outstanding Notes not previously called for redemption.

Section 12.03 Notices of Redemption. Not more than 60 Scheduled Trading Days but not less than 20 Scheduled Trading Days prior to a Redemption Date in connection with an Optional Redemption, the Company shall mail a written notice of redemption (a “**Notice of Redemption**”) by first-class mail, postage prepaid (in the case of Notes held in book entry form, by electronic transmission), to the Trustee, the Paying Agent and each Holder of Notes to be redeemed, at their addresses set forth in the Register.

The Notice of Redemption shall state:

(i) the Notes to be redeemed, that the redemption is an Optional Redemption pursuant to Article XII, the Settlement Method for such Optional Redemption, the Optional Redemption Cash Amount (if any) and Cash Make-Whole Amount (if any) to be paid to Holders for each \$1,000 principal amount of Notes redeemed;

(ii) the Redemption Date;

(iii) the Redemption Price (or, to the extent the relevant Redemption Price is based on a component that is not available at the time of such Notice of Redemption, the applicable formula for determining such component) and the Make-Whole Premium;

(iv) the applicable Conversion Rate and applicable Conversion Price;

(v) the name and address of the Paying Agent and Conversion Agent;

(vi) that Notes called for redemption may be converted at any time prior to the third Trading Day immediately preceding the Redemption Date (or, if the Company fails to pay the Redemption Price such date on which the Company pays the Redemption Price), in which case the right of the Holder to convert such Notes shall be unaffected by such Optional Redemption;

(vii) that Holders who want to convert Notes must satisfy the requirements therefor set forth therein and in this Indenture;

(viii) that Notes called for redemption must be surrendered to the Paying Agent for cancellation to collect the Redemption Price;

(ix) if fewer than all the outstanding Notes are to be redeemed, the certificate numbers (if such Notes are held other than in global form) and Principal Amounts of the particular Notes to be redeemed;

(x) that, unless the Company defaults in making payment of such Redemption Price, interest will cease to accrue on and after the Redemption Date; and

(xi) the CUSIP number of the Notes.

At the time that such Notice of Redemption is provided, the Company will publish this information on the Company's website or through such other public medium as the Company may use at that time.

At the Company's written request delivered at least five Business Days prior to the date such Notice of Redemption is to be given (unless a shorter time period shall be acceptable to the Trustee), the Trustee shall give the Notice of Redemption to each Holder of Notes to be redeemed in the Company's name and at the Company's expense.

Section 12.04 Effect of Notice of Redemption. Once a Notice of Redemption is given, Notes called for redemption become due and payable on the Redemption Date and at the Redemption Price stated in the Notice of Redemption except for Notes that are converted in accordance with the terms of this Indenture. Upon surrender to the Paying Agent, such Notes shall be paid at the relevant Redemption Price.

Section 12.05 Deposit of Redemption Price. If the Paying Agent holds money sufficient to pay the Redemption Price with respect to any Notes for which a Notice of Redemption has been given, then, immediately on and after the Redemption Date, interest on such Notes shall cease to accrue, whether or not the Notes are delivered to the Paying Agent, and all other rights of the Holders of such Notes shall terminate, other than the right to receive the Redemption Price of such Note.

Section 12.06 Notes Redeemed in Part. Upon surrender of a Note that is redeemed in part pursuant to an Optional Redemption, the Company will execute and the Trustee shall authenticate and deliver to the Holder a new Note in an authorized denomination, which shall be \$1,000 or an integral multiple of \$1,000 in excess thereof, equal in principal amount to the unredeemed portion of the Note surrendered. The Company shall not be required to register the transfer of or exchange any Notes selected for redemption, in whole or in part, except the unredeemed portion of any Notes being redeemed in part.

If the Trustee selects a portion of a Holder's Notes for Optional Redemption and the Holder converts a portion of such Holder's Notes, the converted portion of such Holder's Notes shall be deemed to be from the portion selected for redemption, except to the extent of the excess, if any, of such converted portion over such portion selected for redemption.

ARTICLE XIII **NOTE GUARANTEES**

Section 13.01 Guarantee.

(a) Subject to this Article 13, each of the Guarantors hereby, jointly and severally, unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes or the obligations of the Company hereunder or thereunder, that:

(i) the principal of, interest on, and the Fundamental Change Repurchase Price, if any, and the Redemption Price, if any, with respect to, the Notes will be promptly paid in full when due, whether at maturity, by acceleration, required repurchase, redemption or otherwise, and interest on the overdue principal of, interest on, and the Fundamental Change Repurchase Price, if any, and the Redemption Price, if any, with respect to, the Notes, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise.

Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors will be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(b) The Guarantors hereby agree that their obligations hereunder are unconditional, irrespective of the validity, regularity or enforceability of the Notes or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenant that this Note Guarantee will not be discharged except by complete performance of the obligations contained in the Notes and this Indenture.

(c) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or the Guarantors, any amount paid by either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, will be reinstated in full force and effect.

(d) Each Guarantor agrees that it will not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (1) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 hereof for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (2) in the event of any declaration of acceleration of such obligations as provided in Article 6 hereof, such obligations (whether or not due and payable) will forthwith become due and payable by the Guarantors for the purpose of this Note Guarantee. The Guarantors will have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Note Guarantee.

Section 13.02 Limitation on Guarantor Liability. Each Guarantor, and by its acceptance of Notes, each Holder, hereby confirms that it is the intention of all such parties that the Note Guarantee of such Guarantor not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Note Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantors hereby irrevocably agree that the obligations of such Guarantor will be limited to the maximum amount

that will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article 13, result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent transfer or conveyance.

Section 13.03 Execution and Delivery of Note Guarantee. To evidence its Note Guarantee set forth in Section 13.01, each Guarantor hereby agrees that a notation of such Note Guarantee substantially in the form attached as Exhibit D hereto will be endorsed by an Officer of such Guarantor on each Note authenticated and delivered by the Trustee and that this Indenture will be executed on behalf of such Guarantor by one of its Officers.

Each Guarantor hereby agrees that its Note Guarantee set forth in Section 13.01 will remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Note Guarantee.

If an Officer whose signature is on this Indenture or on the Note Guarantee no longer holds that office at the time the Trustee authenticates the Note on which a Note Guarantee is endorsed, the Note Guarantee will be valid nevertheless.

The delivery of any Note by the Trustee, after the authentication thereof hereunder, will constitute due delivery of the Note Guarantee set forth in this Indenture on behalf of the Guarantors.

If, at any time after the date of this Indenture, a Subsidiary that was not a Guarantor on the date of this Indenture subsequently provides a Guarantee of any Material Indebtedness or the Company or any of its Subsidiaries creates or acquires a new Subsidiary that provides a Guarantee of any Material Indebtedness, the Company will cause such Subsidiary to (i) provide a Note Guarantee pursuant to a supplemental indenture in the form of Exhibit E attached hereto, (ii) deliver an Opinion of Counsel to the Trustee within 10 Business Days of the date of the supplemental indenture to the effect that such supplemental indenture has been duly authorized, executed and delivered by such Subsidiary and constitutes a valid and binding agreement of such Subsidiary, enforceable in accordance with its terms (subject to customary exceptions) and (iii) otherwise comply with the provisions of this Article 13 including, but not limited to, endorsing and delivering a Note Guarantee in the form of Exhibit D attached hereto.

Section 13.04 Guarantors May Consolidate, etc., on Certain Terms. Except as otherwise provided in Section 13.05, no Guarantor may sell or otherwise dispose of all or substantially all of its assets to, or consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person, other than the Company or another Guarantor, unless:

(i) immediately after giving effect to such transaction, no Default or Event of Default exists; and

(ii) subject to Section 13.05, the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or

merger unconditionally assumes all the obligations of that Guarantor under its Note Guarantee, this Indenture and the Collateral Documents, including by execution and delivery to the Collateral Agent joinder agreements or other similar agreements with respect to the applicable Collateral Documents, on the terms set forth herein or therein, pursuant to a supplemental indenture or other agreements, as applicable, in form and substance reasonably satisfactory to the Trustee.

In case of any such consolidation, merger, sale or conveyance and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the Note Guarantee endorsed upon the Notes and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by the Guarantor, such successor Person will succeed to and be substituted for the Guarantor with the same effect as if it had been named herein as a Guarantor. Such successor Person thereupon may cause to be signed any or all of the Note Guarantees to be endorsed upon all of the Notes issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee. All the Note Guarantees so issued will in all respects have the same legal rank and benefit under this Indenture as the Note Guarantees theretofore and thereafter issued in accordance with the terms of this Indenture as though all of such Note Guarantees had been issued at the date of the execution hereof.

Except as set forth in Articles 4 and 5, and notwithstanding clause (ii) above, nothing contained in this Indenture or in any of the Notes will prevent any consolidation or merger of a Guarantor with or into the Company or another Guarantor, or will prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Company or another Guarantor.

Section 13.05 Releases.

(a) In the event of any sale or other disposition of all or substantially all of the assets of any Guarantor, by way of merger, consolidation or otherwise, to a Person that is not (either before or after giving effect to such transaction) the Company or another Subsidiary of the Company, then the corporation acquiring the property will be released and relieved of any obligations under the Note Guarantee;

(b) In the event of any sale or other disposition of Capital Stock of any Guarantor to a Person that is not (either before or after giving effect to such transaction) the Company or another Subsidiary of the Company and such Guarantor ceases to be a Subsidiary of the Company as a result of the sale or other disposition, then such Guarantor will be released and relieved of any obligations under its Note Guarantee;

(c) In the event that any Subsidiary of the Company that is a Guarantor ceases to guarantee Material Indebtedness of the Company, then such Guarantor will be released and relieved of any obligations under its Note Guarantee.

(d) Upon delivery by the Company to the Trustee of an Officer's Certificate and an Opinion of Counsel to the effect that the Note Guarantee of a Guarantor has been released in accordance with Section 13.05(a), (b) or (c), the Trustee will execute any documents reasonably required in order to evidence the release of any Guarantor from its obligations under its Note Guarantee

(e) Any Guarantor not released from its obligations under its Note Guarantee as provided in this Section 13.05 will remain liable for the full amount of the principal of, interest on, and the Fundamental Change Repurchase Price, if any, and the Redemption Price, if any, with respect to, the Notes and for the other obligations of any Guarantor under this Indenture as provided in this Article 13.

ARTICLE XIV **COLLATERAL AND SECURITY**

Section 14.01 Grant of Security Interest.

(a) The due and punctual payment of the principal of and interest on the Notes and all other amounts due hereunder (including, without limitation, any Make-Whole Premium, Redemption Price, Fundamental Change Repurchase Price or Conversion Obligation) and under the Note Guarantees when and as the same shall be due and payable, whether on an interest payment date, by acceleration, purchase, repurchase, redemption or otherwise, on the overdue principal of and interest (to the extent permitted by law) on the Notes and the performance of all other Obligations of the Company and the Guarantors to the Holders or the Trustee under this Indenture, the Collateral Documents, the Note Guarantees and the Notes shall be secured as provided in the Collateral Documents. Notwithstanding anything to the contrary herein, no Collateral shall consist of any Excluded Assets.

(b) Each Holder, by its acceptance of a Note, consents and agrees to the terms of each Collateral Document, as the same may be in effect or may be amended from time to time in accordance with its respective terms, and authorizes and directs the Collateral Agent to enter into this Indenture and the Collateral Documents and to perform its obligations and exercise its rights thereunder in accordance therewith. The Company shall, and the Company shall cause each of its applicable Subsidiaries to, do or cause to be done, at its sole cost and expense, all such actions and things as may be required by the provisions of the Collateral Documents, to assure and confirm to the Collateral Agent the security interests in the Collateral contemplated by the Collateral Documents, as from time to time constituted, so as to render the same available for the security and benefit of this Indenture and of the Notes and Note Guarantees secured hereby, according to the intent and purpose herein and therein expressed and subject to the Intercreditor Agreement and the Junior Lien Intercreditor Agreement, if any, including taking all commercially reasonable actions required to cause the Collateral Documents to create and maintain, as security for the Obligations contained in this Indenture, the Notes, the Collateral Documents and the Note Guarantees valid and enforceable, perfected (to the extent required therein) security interests in and on all the Collateral, in favor of the Collateral Agent, superior to and prior to the rights of all third Persons other than as set forth in the Intercreditor Agreement and the Junior Lien Intercreditor Agreement, if any, and subject to no other Liens, in each case, except as expressly provided herein or therein. If required for the purpose of meeting the legal requirements of any jurisdiction in which any of the Collateral may at the time be located, the Company, the Trustee and the Collateral Agent shall have the power to appoint, and shall take all reasonable action to appoint, one or more Persons approved by the Trustee and reasonably

acceptable to the Company to act as co-Collateral Agent with respect to any such Collateral, with such rights and powers limited to those deemed necessary for the Company, the Trustee or the Collateral Agent to comply with any such legal requirements with respect to such Collateral, and which rights and powers shall not be inconsistent with the provisions of this Indenture or any Notes Document. The Company shall from time to time promptly pay all reasonable financing and continuation statement recording and/or filing fees, charges and taxes relating to this Indenture, the Collateral Documents and any amendments hereto or thereto and any other instruments of further assurance required pursuant hereto or thereto.

Section 14.02 Opinions. Other than on the Issue Date, the Company shall furnish to the Trustee, if and when required by Trust Indenture Act Section 314(b) if this Indenture becomes qualified thereunder, an Opinion of Counsel either (i) stating that, in the opinion of such counsel, this Indenture and the Collateral Documents, financing statements and fixture filings then executed and delivered, as applicable, and all other instruments of further assurance or amendment then executed and delivered have been properly recorded, registered and filed to the extent necessary to perfect the security interests created by this Indenture and the Collateral Documents and reciting the details of such action or referring to prior Opinions of Counsel in which such details are given, and stating that as to such Collateral Documents and such other instruments, such recording, registering and filing are the only recordings, registrations and filings necessary to perfect such security interest and that no re-recordings, re-registrations, or re-filings are necessary to maintain such perfection, and further stating that all financing statements and continuation statements have been filed are necessary fully to preserve and protect the rights of and perfect such security interests of the Trustee for the benefit of itself and the Holders, under the Collateral Documents or (ii) stating that, in the Opinion of such Counsel, no such action is necessary to perfect any security interest created under this Indenture, the Notes or any of the Collateral Documents as intended by this Indenture, the Notes or any such Collateral Document.

Section 14.03 Release of Collateral. The Collateral Agent shall not at any time release Collateral from the security interests created by the Collateral Documents unless such release is in accordance with the provisions of this Indenture and the applicable Collateral Documents.

The release of any Collateral from the terms of the Collateral Documents shall not be deemed to impair the security under this Indenture in contravention of the provisions hereof if and to the extent the Collateral is released pursuant to this Indenture and the Collateral Documents.

Notwithstanding any provision to the contrary herein, Collateral comprised of accounts receivable, and inventory or the proceeds of the foregoing, or cash shall be subject to release upon sales of such inventory, collection of the proceeds of such accounts receivable, and withdrawals of cash from the Company's deposit accounts in the ordinary course of business. If requested in writing by the Company, the Trustee shall instruct the Collateral Agent to execute and deliver such documents, instruments or statements and to take such other action as the Company may request to evidence or confirm that the Collateral falling under this Section 14.03 has been released from the Liens of each of the Collateral Documents.

Section 14.04 Specified Releases of Collateral. Subject to Section 13.03 hereof, Collateral may be released from the Lien and security interest created by the Collateral Documents at any time or from time to time in accordance with the provisions of the Collateral Documents, or as provided hereby. Upon the request of the Company pursuant to an Officer's Certificate and receipt of an Opinion of Counsel, in each case, stating that all conditions precedent hereunder have been met and without the consent of any Holder, the Company and the Guarantors will be entitled to releases of assets included in the Collateral from the Liens securing the obligations under the Notes and the Note Guarantees under any one or more of the following circumstances:

(1) Collateral that is sold, transferred, disbursed or otherwise disposed of to a Person other than the Company or a Guarantor to the extent such sale, transfer, disbursement or disposition is not prohibited by the provisions of this Indenture; *provided* that any products or proceeds received by the Company or a Guarantor in respect of any such Collateral shall continue to constitute Collateral to the extent required by this Indenture and the Collateral Documents;

(2) the property and assets of a Guarantor upon the release of such Guarantor from its Note Guarantee in accordance with Section 13.05 hereof;

(3) any property or asset of the Company or a Guarantor that is or becomes an Excluded Asset;

(4) any Collateral upon consent of Holders of a majority in aggregate principal amount of Notes outstanding; and

(5) to the extent required by the Intercreditor Agreement or the Junior Lien Intercreditor Agreement;

provided that, notwithstanding any other provision of this Indenture or the Collateral Documents, Liens securing all or substantially all of the Collateral may be released only pursuant to Section 13.05 hereof.

Upon receipt of such Officer's Certificate and Opinion of Counsel and any necessary or proper instruments of termination, satisfaction or release prepared by the Company, the Collateral Agent shall execute, deliver or acknowledge such instruments or releases to evidence the release of any Collateral permitted to be released pursuant to this Indenture or the Collateral Documents.

Section 14.05 Release upon Satisfaction of All Outstanding Obligations. The Liens on, and pledges of, all Collateral will also be terminated and released upon (i) payment in full of the principal of and accrued and unpaid interest on the Notes and all other Obligations hereunder, the Note Guarantees and the Collateral Documents that are due and payable at or prior to the time such principal and accrued and unpaid interest are paid, (ii) a satisfaction and Discharge of this Indenture as described above under Article 8 hereof, or (iv) the consent of Holders of at least 66-2/3% in aggregate principal amount of the Notes then outstanding.

Section 14.06 Form and Sufficiency of Release. In the event that the Company or any Guarantor has sold, exchanged, or otherwise disposed of or proposes to sell, exchange or otherwise dispose of any portion of the Collateral that may be sold, exchanged or otherwise disposed of by the Company or such Guarantor, and the Company or such Guarantor requests in writing the Collateral Agent to furnish a written disclaimer, release or quit-claim of any interest in such property under this Indenture and the Collateral Documents, the Collateral Agent shall execute, acknowledge and deliver to the Company or such Guarantor (in proper form prepared by the Company or such Guarantor) such an instrument promptly after satisfaction of the conditions set forth herein for delivery of any such release. Notwithstanding the preceding sentence, all purchasers and grantees of any property or rights purporting to be released here from shall be entitled to rely upon any release executed by the Collateral Agent hereunder as sufficient for the purpose of this Indenture and as constituting a good and valid release of the property therein described from the Lien of this Indenture or of the Collateral Documents.

Section 14.07 Purchaser Protected. No purchaser or grantee of any property or rights purporting to be released here from shall be bound to ascertain the authority of the Trustee or the Collateral Agent to execute the release or to inquire as to the existence of any conditions herein prescribed for the exercise of such authority; nor shall any purchaser or grantee of any property or rights permitted by this Indenture to be sold or otherwise disposed of by the Company be under any obligation to ascertain or inquire into the authority of the Company to make such sale or other disposition.

Section 14.08 Authorization of Actions to Be Taken by the Collateral Agent Under the Collateral Documents. U.S. Bank National Association is hereby appointed Collateral Agent. Subject to the provisions of the applicable Collateral Documents, each Holder, by acceptance of its Note(s) agrees that (a) the Collateral Agent shall execute and deliver the Collateral Documents and act in accordance with the terms thereof, (b) the Collateral Agent may, in its sole discretion and without the consent of the Trustee or the Holders, take all actions it deems necessary or appropriate in order to (i) enforce any of the terms of the Collateral Documents and (ii) collect and receive any and all amounts payable in respect of the Obligations of the Company and the Guarantors hereunder and under the Notes, the Note Guarantees and the Collateral Documents and (c) to the extent permitted by this Indenture, the Collateral Agent shall have power to institute and to maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Collateral by any act that may be unlawful or in violation of the Collateral Documents or this Indenture, and suits and proceedings as the Collateral Agent may deem expedient to preserve or protect its interests and the interests of the Trustee and the Holders in the Collateral (including the power to institute and maintain suits or proceedings to restrain the enforcement of or compliance with any legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of, or compliance with, such enactment, rule or order would impair the security interest thereunder or be prejudicial to the interests of the Collateral Agent, the Holders or the Trustee). Notwithstanding the foregoing, the Collateral Agent may, at the expense of the Company, request the direction of the Holders or the Trustee with respect to any such actions and upon receipt of the written consent of the Holders of at least a majority in aggregate principal amount of the outstanding Notes, shall take such actions; *provided* that all actions so taken shall, at all times, be in conformity with the requirements of the Intercreditor Agreement.

Section 14.09 Authorization of Receipt of Funds by the Trustee Under the Collateral Documents. The Collateral Agent is authorized to receive any funds for the benefit of itself, the Trustee and the Holders distributed under the Collateral Documents and to the extent not prohibited under the Intercreditor Agreement for turnover to the Trustee to make further distributions of such funds to itself, the Trustee and the Holders in accordance with the provisions of Section 6.10 hereof and the other provisions of this Indenture.

Section 14.10 Intercreditor Agreements. This Indenture and the Collateral Documents are subject to the terms, limitations and conditions set forth in the Intercreditor Agreement and the Junior Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Indenture and the Collateral Documents and the exercise of any right or remedy by the Collateral Agent hereunder and thereunder are subject to the provisions of the Intercreditor Agreement and the Junior Lien Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement or the Junior Lien Intercreditor agreement and this Indenture with respect to lien priority or rights and remedies in connection with any Collateral that also secures the Senior Credit Facility, the terms of the Intercreditor Agreement or the Junior Lien Intercreditor Agreement, as applicable, shall govern.

ARTICLE XV
MISCELLANEOUS

Section 15.01 Notices. Any request, demand, authorization, notice, waiver, consent or communication shall be in writing and delivered in Person or mailed by first-class mail, postage prepaid, addressed as follows or transmitted by electronic transmission in PDF format or facsimile transmission (confirmed by guaranteed overnight courier) to the following facsimile numbers:

if to the Company and/or any Guarantor:

A. M. Castle & Co.
1420 Kensington Road
Suite 220
Oak Brook, Illinois 60523
Facsimile: (240) 268-1256
Attention: General Counsel

if to the Trustee, the Registrar, the Paying Agent, the Conversion Agent or the Bid Solicitation Agent:

U.S. Bank National Association
60 Livingston Avenue, St. Paul MN 55107-1419
Attention: Corporate Trust Services—Administrator for
A. M. Castle & Co. 5.25% Convertible Senior Secured Notes due 2019

The Company, any Guarantor or the Trustee, by notice given to the other in the manner provided above, may designate additional or different addresses for subsequent notices or communications.

Any notice or communication given to a Holder shall be mailed to the Holder, by first-class mail, postage prepaid, at the Holder's address as it appears in the Register and shall be deemed given on the date of such mailing.

Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not received by the addressee.

If the Company mails a notice or communication to the Holders, it shall, at the same time, mail a copy to the Trustee and each of the Registrar, the Paying Agent and the Conversion Agent.

If the Company is required under this Indenture to give a notice to the Holders, in lieu of delivering such notice to the Holders, the Company may deliver such notice to the Trustee and cause the Trustee to have delivered such notice to the Holders on or prior to the date on which the Company would otherwise have been required to deliver such notice to the Holders. In such a case, the Company shall also cause the Trustee to mail a copy of the notice to each of the Registrar, the Paying Agent and the Conversion Agent at the same time it mails the notice to the Holders.

Section 15.02 Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

(a) an Officer's Certificate stating that, in the opinion of the signers, all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with; and

(b) an Opinion of Counsel stating that, in the opinion of such counsel, all such conditions precedent relating to the proposed action (to the extent of legal conclusions) have been complied with; *provided, however*, that such Opinion of Counsel shall not be required to be furnished in connection with the initial issuance of Notes hereunder on the Issue Date or, if not the Issue Date, the Last Original Issuance Date.

Section 15.03 Statements Required in Certificate or Opinion. Each Officer's Certificate or Opinion of Counsel with respect to compliance with a covenant or condition (except for such Officer's Certificate required to be delivered pursuant to Section 4.04 or Section 4.09) provided for in this Indenture shall include:

(a) a statement that each Person making such Officer's Certificate or Opinion of Counsel has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such Officer's Certificate or Opinion of Counsel are based;

(c) a statement that, in the view or opinion (as applicable) of each such Person, he has made such examination or investigation as is necessary to enable such Person to express an informed view or opinion (as applicable) as to whether or not such covenant or condition has been complied with; and

(d) a statement that, in the view or opinion (as applicable) of such Person, such covenant or condition has been complied with.

Section 15.04 Separability Clause. In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 15.05 Rules by Trustee. The Trustee may make reasonable rules for action by or a meeting of Holders.

Section 15.06 Governing Law; Waiver of Jury Trial. THIS INDENTURE, THE NOTES, THE NOTE GUARANTEES AND THE COLLATERAL DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE COMPANY, THE GUARANTORS AND THE TRUSTEE, AND THE HOLDERS BY THEIR PURCHASE OF NOTES HEREUNDER, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES, THE NOTE GUARANTEES, THE COLLATERAL DOCUMENTS OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 15.07 No Recourse Against Others. No past, present or future director, officer, employee or stockholder, as such, of the Company or the Guarantors shall have any liability for any obligations of the Company under the Notes, this Indenture or any Guarantor's obligations under its Note Guarantee or for any claim based on, in respect of or by reason of, such obligations or their creation. By accepting a Note, each Holder shall waive and release all such liability. The waiver and release shall be part of the consideration for the issue of the Notes.

Section 15.08 Calculations. Except as otherwise provided in this Indenture, the Company shall be responsible for making all calculations called for under the Notes. These calculations include, but are not limited to, determinations of the Last Reported Sale Prices of the Common Stock, accrued interest payable on the Notes and the Conversion Rate of the Notes. The Company shall make all these calculations in good faith and, absent manifest error, such calculations will be final and binding on Holders. The Company shall provide a schedule of its calculations to each of the Trustee and the Conversion Agent, and each of the Trustee and the Conversion Agent is entitled to rely conclusively upon the accuracy of such calculations without independent verification. The Trustee will forward such calculations to any Holder upon the written request of such Holder.

Section 15.09 Successors. All agreements of the Company, the Guarantors, the Trustee, the Registrar, the Paying Agent and the Conversion Agent in this Indenture, the Notes and the Note Guarantees shall bind their respective successors.

Section 15.10 Multiple Originals. The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same

agreement. One signed copy is enough to prove this Indenture. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 15.11 Table of Contents; Headings. The table of contents and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

Section 15.12 Force Majeure. The Trustee, the Registrar, the Paying Agent and the Conversion Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of such person (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).

Section 15.13 Submission to Jurisdiction. The Company and each of the Guarantors (i) agrees that any suit, action or proceeding against it arising out of or relating to this Indenture or the Notes, as the case may be, may be instituted in any federal court with applicable subject matter jurisdiction sitting in the City of New York; (ii) waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, and any claim that any suit, action or proceeding in such a court has been brought in an inconvenient forum; and (iii) submits to the non-exclusive jurisdiction of such courts in any suit, action or proceeding.

Section 15.14 USA Patriot Act. The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may request in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.

***[Remainder of the page intentionally left blank;
signature pages follow]***

IN WITNESS WHEREOF, the Company has caused this Indenture to be duly executed as of the date first written above.

A. M. CASTLE & CO.

By: /s/ Patrick R. Anderson

Name: Patrick R. Anderson

Title: Chief Financial Officer

TOTAL PLASTICS, INC.

By: /s/ Patrick R. Anderson

Name: Patrick R. Anderson

Title: Vice President and Treasurer

KEYSTONE TUBE COMPANY, LLC

By: /s/ Patrick R. Anderson

Name: Patrick R. Anderson

Title: Vice President and Treasurer

IN WITNESS WHEREOF, the undersigned, being duly authorized, has executed this Indenture as of the date first above written.

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity but solely as Trustee

By: /s/ Raymond S. Haverstock

Name: Raymond S. Haverstock

Title: Vice President

U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity but solely as Collateral Agent

By: /s/ Raymond S. Haverstock

Name: Raymond S. Haverstock

Title: Vice President

FORM OF NOTE

[FORM OF FACE OF NOTE]

NO AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE COMPANY OR PERSON THAT HAS BEEN AN AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE COMPANY DURING THE IMMEDIATELY PRECEDING NINETY DAYS MAY PURCHASE, OTHERWISE ACQUIRE OR HOLD THIS NOTE OR A BENEFICIAL INTEREST HEREIN.

*[Include the following legend for Global Notes only (the “**Global Notes Legend**”):]*

THIS NOTE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY, WHICH MAY BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS OWNER AND HOLDER OF THIS NOTE FOR ALL PURPOSES.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS TO NOMINEES OF THE DEPOSITARY TRUST COMPANY, OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR’S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN ARTICLE TWO OF THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

*[Include the following legend on all Notes that are Restricted Notes (the “**Restricted Notes Legend**”):]*

THE SALE OF THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND, ACCORDINGLY, PRIOR TO THE RESALE RESTRICTION TERMINATION DATE (AS DEFINED BELOW), THIS NOTE AND THE COMMON STOCK ISSUABLE UPON CONVERSION OF THIS NOTE (AND ANY BENEFICIAL INTEREST HEREIN OR THEREIN) MAY NOT BE OFFERED, RESOLD OR OTHERWISE TRANSFERRED, EXCEPT:

(A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF;

(B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT;

(C) TO A PERSON THAT YOU REASONABLY BELIEVE TO BE A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT; OR

(D) UNDER ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (INCLUDING, IF AVAILABLE, THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT).

THE “RESALE RESTRICTION TERMINATION DATE” MEANS THE DATE: (A) THAT IS AT LEAST TWELVE MONTHS AFTER THE LAST DATE OF ORIGINAL ISSUANCE OF THE NOTES; AND (B) ON WHICH THE COMPANY HAS INSTRUCTED THE TRUSTEE THAT THIS LEGEND WILL NO LONGER APPLY IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE INDENTURE.

PRIOR TO ANY TRANSFER PURSUANT TO THE FOREGOING CLAUSE (D), THE COMPANY AND THE TRUSTEE RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS THEY MAY REASONABLY REQUIRE AND MAY RELY UPON TO CONFIRM THAT SUCH TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

CUSIP No.: []

ISIN No.: []

No.: []

Principal Amount \$[]
[as revised by the Schedule of Increases
and Decreases in the Global Note attached hereto]

A. M. CASTLE & CO.

5.25% Convertible Senior Secured Note due 2019

A. M. Castle & Co., a Maryland corporation, promises to pay to [] [include "*Cede & Co.*" for Global Note] or registered assigns, the principal amount of \$[] on December 30, 2019 (the "**Maturity Date**").

Interest Payment Dates: June 30 and December 30.

Record Dates: June 15 and December 15.

Additional provisions of this Note are set forth on the other side of this Note.

***[Remainder of the page intentionally left blank;
signature pages follow]***

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by its duly authorized officer as of the date first written above.

A.M. CASTLE & CO.

By: _____
Name:
Title:

Signature Page to Note

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

U.S. Bank National Association, as Trustee, certifies that this is one of the Notes referred to in the within-mentioned Indenture.

Dated:

U.S. Bank National Association, as Trustee

By: _____
Authorized Signatory

Signature Page to Note

A-5

[FORM OF REVERSE OF NOTE]

A. M. CASTLE & CO.

5.25% Convertible Senior Secured Note due 2019

This Note is one of a duly authorized issue of Notes of the Company, designated as its 5.25% Convertible Senior Secured Notes due 2019 (the “**Notes**”), initially issued in the aggregate principal amount of \$[], all issued or to be issued under and pursuant to an Indenture dated as of May 19, 2016 (the “**Indenture**”), by and among the Company, the Guarantors, U.S. Bank National Association, as trustee (the “**Trustee**”) and U.S. Bank National Association, as collateral agent (the “**Collateral Agent**”), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders of the Notes. Additional Notes may be issued in an unlimited aggregate principal amount, subject to certain conditions specified in the Indenture.

Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance. Interest will be computed on the basis of a 350-day year of twelve 30-day months.

In case an Event of Default shall have occurred and be continuing, the principal of, and interest on, all Notes may be declared, by either the Trustee or Holders of not less than 25% in aggregate principal amount of the outstanding Notes, and upon said declaration shall become, due and payable, in the manner, with the effect and subject to the conditions and certain exceptions set forth in the Indenture.

Subject to the terms and conditions of the Indenture, the obligations of the Company under the Notes and the Indenture will be guaranteed by certain Subsidiaries of the Company.

Subject to the terms and conditions of the Indenture, the Company will make all payments and deliveries in respect of the Redemption Price, Fundamental Change Repurchase Price and the principal amount on the Maturity Date, as the case may be, to the Holder who surrenders a Note to a Paying Agent to collect such payments in respect of the Note. The Company will pay cash amounts in money of the United States that at the time of payment is legal tender for payment of public and private debts.

The Indenture contains provisions permitting the Company and the Trustee in certain circumstances, without the consent of the Holders of the Notes, and in certain other circumstances, with the consent of the Holders of at least a majority in aggregate principal amount of the outstanding Notes, evidenced as in the Indenture provided, to execute supplemental indentures modifying the terms of the Indenture and the Notes as described therein. It is also provided in the Indenture that, subject to certain exceptions, the Holders of a majority in aggregate principal amount of the Notes at the time outstanding may on behalf of the Holders of all of the Notes waive any past Default or Event of Default under the Indenture and its consequences.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal (including the Redemption Price, if applicable, and the Fundamental Change Repurchase Price, if applicable) of, and accrued and unpaid interest, if any, on, this Note at the place, at the respective times, at the rate and in the lawful money herein prescribed.

The Notes are issuable in registered form without coupons in denominations of \$1,000 principal amount and integral multiples of \$1,000 in excess thereof. At the office or agency of the Company referred to on the face hereof, and in the manner and subject to the limitations provided in the Indenture, Notes may be exchanged for a like aggregate principal amount of Notes of other authorized denominations. The Company shall not charge a service charge for any registration of transfer or exchange, but the Company may require payment of a sum sufficient to pay all taxes, assessments or other governmental charges that may be imposed in connection with the registration of, transfer or exchange of the Notes from the Holder requesting such transfer or exchange.

No sinking fund is provided for the Notes. All or, in certain cases, any portion (in principal amounts of \$1,000 or an integral multiple of \$1,000 in excess thereof) of the outstanding Notes are subject to redemption, at the option of the Company during certain periods, upon the occurrence of certain conditions and subject to certain exceptions, at a price equal to the Redemption Price, as specified in the Indenture.

Upon the occurrence of a Fundamental Change, the Holder has the right, at such Holder's option, to require the Company to repurchase for cash all of such Holder's Notes or any portion thereof (in principal amounts of \$1,000 or an integral multiple of \$1,000 in excess thereof) on the Fundamental Change Repurchase Date at a price equal to the Fundamental Change Repurchase Price.

Subject to the provisions of the Indenture, the Holder hereof has the right, at its option, during certain periods and upon the occurrence of certain conditions specified in the Indenture, prior to the Close of Business on the second Scheduled Trading Day immediately preceding the Maturity Date, to convert any Notes or portion thereof that is \$1,000 or an integral multiple of \$1,000 in excess thereof, into cash and/or shares of Common Stock, in each case, at the Conversion Rate specified in the Indenture, as adjusted from time to time as provided in the Indenture.

Terms used in this Note and defined in the Indenture are used herein as therein defined. To the extent the terms and provisions of the Indenture conflict with or are inconsistent with the terms and provisions of this Note, the terms and provisions of the Indenture shall govern and be controlling.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note

(Insert assignee's soc. sec. or tax ID no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

CONVERSION NOTICE

To convert this Note into cash and/or shares of Common Stock of the Company, check the box

To convert only part of this Note, state the principal amount to be converted (which must be \$1,000 or an integral multiple of \$1,000 in excess thereof):

If you want any stock certificate made out in another Person's name fill in the form below:

(Insert the other Person's soc. sec. or tax ID no.)

(Print or type other Person's name, address and zip code)

Date: _____ Your Signature: _____
(Sign exactly as your name appears on the other side of this Note)

Signature Guaranteed

Participant in a Recognized Signature

Guarantee Medallion Program

By: _____
Authorized Signatory

FORM OF FUNDAMENTAL CHANGE REPURCHASE NOTICE

To: A. M. Castle & Co.

The undersigned registered owner of this Note hereby acknowledges receipt of a notice from A. M. Castle & Co. (the “**Company**”) as to the occurrence of a Fundamental Change with respect to the Company and hereby directs the Company to pay, or cause the Trustee to pay, it or an amount in cash equal to 100% of the entire principal amount, or the portion thereof (which is \$1,000 principal amount or an integral multiple thereof) below designated, to be repurchased plus interest accrued to, but excluding, the Fundamental Change Repurchase Date, as provided in the Indenture.

Dated:

Signature(s)

Signature(s) must be guaranteed by an Eligible Guarantor Institution with membership in an approved signature guarantee program pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934.

Signature Guaranteed

Principal amount to be repurchased (at least U.S. \$1,000 or an integral multiple of \$1,000 in excess thereof):

Remaining principal amount following such repurchase (which amount must be \$0 or an integral multiple of \$1,000):

By: _____
Authorized Signatory

[Include for Global Note]

SCHEDULE OF INCREASES AND DECREASES OF GLOBAL NOTE

Initial Principal Amount of Global Note:

<u>Date</u>	<u>Amount of Increase in Principal Amount of Global Note</u>	<u>Amount of Decrease in Principal Amount of Global Note</u>	<u>Principal Amount of Global Note After Increase or Decrease</u>	<u>Notation by Registrar, Note Custodian or authorized signatory of Trustee</u>

[FORM OF TRANSFER CERTIFICATE]

5.25% Convertible Senior Secured Notes due 2019

Transfer Certificate

In connection with any transfer of any of the Notes within the period prior to the expiration of the holding period applicable to sales thereof under Rule 144 under the Securities Act of 1933, as amended (the “**Securities Act**”) (or any successor provision), the undersigned registered owner of this Note hereby certifies with respect to \$ _____ principal amount of the above-captioned Notes presented or surrendered on the date hereof (the “**Surrendered Notes**”) for registration of transfer, or for exchange or conversion where the securities issuable upon such exchange or conversion are to be registered in a name other than that of the undersigned registered owner (each such transaction being a “**transfer**”), that such transfer complies with the restrictive legend set forth on the face of the Surrendered Notes for the reason checked below:

- A transfer of the Surrendered Notes is made to the Company or any of its subsidiaries; or
- The transfer of the Surrendered Notes complies with Rule 144A under the Securities Act; or
- The transfer of the Surrendered Notes is pursuant to an effective registration statement under the Securities Act; or
- The transfer of the Surrendered Notes is pursuant to another available exemption from the registration requirement of the Securities Act.

The undersigned confirms that, to the undersigned’s knowledge, such Notes are not being transferred to an “affiliate” of the Company as defined in Rule 144 under the Securities Act.

Date: _____

By: _____

(If the registered owner is a corporation, partnership or fiduciary, the title of the Person signing on behalf of such registered owner must be stated.)

Signature Guaranteed

Participant in a Recognized Signature

Guarantee Medallion Program

By: _____
Authorized Signatory

[RESTRICTED STOCK LEGEND]

THE SALE OF THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND ACCORDINGLY, PRIOR TO THE RESALE RESTRICTION TERMINATION DATE (AS DEFINED BELOW), THIS SECURITY (AND ANY BENEFICIAL INTEREST HEREIN) MAY NOT BE OFFERED, RESOLD, OR OTHERWISE TRANSFERRED, EXCEPT:

- (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF;
- (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BECOME EFFECTIVE UNDER THE SECURITIES ACT;
- (C) TO A PERSON THAT YOU REASONABLY BELIEVE TO BE A QUALIFIED INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT; OR
- (D) UNDER ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT (INCLUDING, IF AVAILABLE, THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT).

THE “RESALE RESTRICTION TERMINATION DATE” MEANS THE DATE: (A) THAT IS AT LEAST TWELVE MONTHS AFTER THE LAST DATE OF ORIGINAL ISSUANCE OF THE COMPANY’S 5.25% CONVERTIBLE SENIOR SECURED NOTES DUE 2019; AND (B) ON WHICH THE COMPANY HAS INSTRUCTED THE TRUSTEE THAT THIS LEGEND WILL NO LONGER APPLY, IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE INDENTURE FOR THE NOTES.

PRIOR TO ANY TRANSFER PURSUANT TO THE FOREGOING CLAUSE (D), THE COMPANY AND THE COMPANY’S TRANSFER AGENT RESERVE THE RIGHT TO REQUIRE THE DELIVERY OF SUCH CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS THEY MAY REASONABLY REQUIRE AND MAY RELY UPON TO CONFIRM THAT SUCH TRANSFER IS BEING MADE PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

[FORM OF NOTATION OF GUARANTEE]

For value received, each Guarantor (which term includes any successor Person under the Indenture) has, jointly and severally, unconditionally guaranteed, to the extent set forth in the Indenture and subject to the provisions in the Indenture dated as of [] (the “**Indenture**”) among A. M. CASTLE & CO. (the “**Company**”), the Guarantors party thereto, U.S. BANK NATIONAL ASSOCIATION, as trustee (the “**Trustee**”), and U.S. BANK NATIONAL ASSOCIATION, as collateral agent (the “**Collateral Agent**”), (a) the due and punctual payment of the principal of, interest on, and the Fundamental Change Repurchase Price, if any, and the Redemption Price, if any, with respect to, the Notes, whether at maturity, by acceleration, required repurchase, redemption or otherwise, the due and punctual payment of interest on the overdue principal of, interest on, and the Fundamental Change Repurchase Price, if any, and the Redemption Price, if any, with respect to, the Notes, if lawful, and all the due and punctual performance of all other obligations of the Company to the Holders or the Trustee all in accordance with the terms of the Indenture and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. The obligations of the Guarantors to the Holders of Notes and to the Trustee pursuant to the Note Guarantee and the Indenture are expressly set forth in Article 13 of the Indenture and reference is hereby made to the Indenture for the precise terms of the Note Guarantee.

Capitalized terms used but not defined herein have the meanings given to them in the Indenture.

TOTAL PLASTICS, INC.

By: _____
Name: Patrick R. Anderson
Title: Vice President and Treasurer

KEYSTONE TUBE COMPANY, LLC

By: _____
Name: Patrick R. Anderson
Title: Vice President and Treasurer

**[FORM OF SUPPLEMENTAL INDENTURE
TO BE DELIVERED BY SUBSEQUENT GUARANTORS]**

SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), dated as of , among (the “**Guaranteeing Subsidiary**”), a subsidiary of A. M. CASTLE & CO. (or its permitted successor), a Maryland corporation (the “**Company**”), the Company, the other Guarantors (as defined in the Indenture referred to herein) and U.S. BANK NATIONAL ASSOCIATION, as trustee under the Indenture referred to below (the “**Trustee**”).

WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the “**Indenture**”), dated as of [], 2016 providing for the issuance of 5.25% Convertible Senior Secured Notes due 2019 (the “**Notes**”);

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Company’s Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the “**Note Guarantee**”); and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiary and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. **CAPITALIZED TERMS.** Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

2. **AGREEMENT TO GUARANTEE.** The Guaranteeing Subsidiary hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the Note Guarantee and in the Indenture including but not limited to Article 13 thereof.

4. **NO RECOURSE AGAINST OTHERS.** No director, officer, employee, incorporator or stockholder of the Company or any Guarantor, as such, will have any liability for any obligations of the Company or the Guarantors under the Notes, the Indenture or the Note Guarantees or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. The waiver may not be effective to waive liabilities under the federal securities laws.

5. NEW YORK LAW TO GOVERN. THIS SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE COMPANY AND THE TRUSTEE, AND THE HOLDERS BY THEIR PURCHASE OF NOTES UNDER THE INDENTURE, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

6. COUNTERPARTS. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

7. OF HEADINGS. The Section headings herein have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

8. THE TRUSTEE. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

Dated:

[GUARANTEEING SUBSIDIARY]

By: _____
Name:
Title:

A. M. CASTLE & CO.

By: _____
Name:
Title:

[EXISTING GUARANTORS]

By: _____
Name:
Title:

U.S. Bank National Association, as Trustee

By: _____
Name:
Title:

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT (this “Agreement”) is made as of May 19, 2016 by A.M. CASTLE & CO., a corporation organized under the laws of the State of Maryland (the “Company”), and the subsidiaries of the Company listed on the signature pages hereof as grantors (collectively, together with the Company, the “Grantors” and each one a “Grantor”), whose principal place of business and chief executive office (as those terms are used in the Uniform Commercial Code of the State of New York (the “New York UCC”)) are set forth beneath the corresponding signature for each such Grantor on the signature pages hereto, in favor of U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity but as collateral agent (in such capacity “Collateral Agent”), for the benefit of the Secured Parties, as hereinafter defined. The Grantors hereby agree with Collateral Agent as follows:

1. Definitions.

(a) Except as specifically defined in this Agreement, (i) capitalized terms used but not defined in this Agreement that are defined in the Indenture shall have their respective meanings ascribed to them in the Indenture, and the principles of construction and interpretation provided in Section 1.04 of the Indenture shall be incorporated herein by reference and (ii) all terms used herein and defined in the New York UCC, including the terms accessions, account debtor, certificated security, chattel paper, clearing corporation, commercial tort claim, deposit account, document, electronic chattel paper, equipment, financial asset, fixtures, goods, inventory, instrument, investment property, letter-of-credit rights, payment intangibles, proceeds, securities accounts, securities intermediary, security, security entitlement, software, supporting obligations, tangible chattel paper and uncertificated security, shall have the meaning given therein unless otherwise defined herein or unless the context provides otherwise.

(b) As used in this Agreement, the following terms shall have the meanings indicated below:

“Accounts” shall mean and include as to each Grantor, all of such Grantor’s “accounts” as defined in the UCC, whether now owned or hereafter acquired including, without limitation all present and future rights of such Grantor to payment of a monetary obligation, whether or not earned by performance, which is not evidenced by chattel paper or an instrument, (i) for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, (ii) for services rendered or to be rendered, (iii) for a secondary obligation incurred or to be incurred, or (iv) arising out of the use of a credit or charge card or information contained on or for use with any such card.

“Capital Stock” shall mean, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated) of such Person’s capital stock or partnership, limited liability company or other equity interests at any time outstanding, and any and all rights, warrants or options exchangeable for or convertible into such capital stock or other interests (but excluding any debt security that is exchangeable for or convertible into such capital stock or other equity interests and/or cash based on the value of such capital stock or other equity interest).

“Collateral” shall mean all tangible and intangible property of each Grantor, all personal and real property of each Grantor, all movable and immovable property of each Grantor, in each case whether now owned or hereafter acquired and wherever located, including, but not limited to, the following of each Grantor:

- (a) all Accounts and other Receivables;
- (b) all certificated and uncertificated securities;
- (c) all chattel paper, including electronic chattel paper;
- (d) all Computer Hardware and Software and all rights with respect thereto, including, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, supporting information, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;
- (e) all Contract Rights;
- (f) all commercial tort claims, (including, without limitation any commercial tort claims from time to time described on Schedule 3 (as such Schedule 3 may from time to time be updated));
- (g) all deposit accounts; (h) all documents;
- (i) all financial assets;
- (j) all General Intangibles, including payment intangibles and software;
- (k) all goods (including all Equipment and Inventory), and all embedded software, accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;
- (l) all instruments;
- (m) all Intellectual Property; (n) all Investment Property;
- (o) all of the Capital Stock issued by each Grantor (other than the Company) and each of their Subsidiaries including, without limitation, any shares, membership interests, Partnership Interests, Limited Liability Company Interests or other equity interests set forth on Schedule 1 hereto (the “Pledged Interests”);

- (p) all leasehold interests;
- (q) all cash, cash equivalents or other money; (r) all letter of credit rights;
- (s) all security entitlements; (t) all supporting obligations;
- (u) all of each Grantor's right, title and interest in and to (i) all of its respective goods and other property including, but not limited to, all merchandise returned or rejected by customers, relating to or securing any of the Receivables; (ii) all of each Grantor's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, compensation, detinue, replevin, reclamation and repurchase; (iii) all supporting obligations and all additional amounts due to any Grantor from any customer relating to the Receivables; (iv) all other property of any kind whatsoever of each Grantor, including, but not limited to, warranty claims, relating to any goods; (v) all of each Grantor's Contract Rights, rights of payment which have been earned under a Contract Right, letter of credit rights (whether or not the letter of credit is evidenced by a writing), instruments (including promissory notes), documents, chattel paper (whether tangible or electronic), warehouse receipts, deposit accounts, money and securities; (vi) if and when obtained by any Grantor, all real, immovable, movable and personal property of third parties in which such Grantor has been granted a Lien; and (vii) any other goods, movable or personal property or real or immovable property of any kind or description, wherever located, now or hereafter owned or acquired by any Grantor; and
- (v) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, or evidencing, embodying, incorporating or referring to any of the foregoing, and all proceeds, products, offspring, rents, issues, profits and returns of and from any of the foregoing;

provided, however, that, no Excluded Assets shall be included in Collateral.

“Collateral Agreements” means, collectively, the Intercreditor Agreement, this Agreement, each Mortgage and any other agreement, document or instrument pursuant to which a Lien is granted by a Guarantor to secure any Indenture Obligations or under which rights or remedies with respect to any such Lien are governed, in each case, as the same may be in force from time to time.

“Computer Hardware and Software” shall mean all of each Grantor’s rights (including rights as licensee and lessee) with respect to (a) computer and other electronic data processing hardware, including all integrated computer systems, central processing units, memory units, display terminals, printers, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories, peripheral devices and other related computer hardware; (b) all software and all software programs designed for use on the computers and electronic data processing hardware described in clause (a) above, including all operating system software, utilities and application programs in whatsoever form (source code and object code in magnetic tape, disk or hard copy format or any other listings whatsoever); (c) any firmware associated with any of the foregoing; and (d) any documentation for hardware, software and firmware described in clauses (a), (b) and (c) above, including flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes.

“Contract Right” shall mean any right of each Grantor to payment under a contract for the sale or lease of goods or the rendering of services, which right is at the time not yet earned by performance.

“Contracts” shall mean all contracts between any Grantor and one or more additional parties (including any licensing agreements and any partnership agreements, joint venture agreements and limited liability company agreements).

“Copyrights” shall mean all of each Grantor’s now existing or hereafter acquired right, title, and interest in and to all of such Grantor’s copyrights, rights to any works of authorship or other copyrightable subject material and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office, the Canadian Intellectual Property Office or in any similar office or agency in the United States of America or Canada, any State or Province thereof, any political subdivision thereof or in any other country, together with all rights and privileges arising under applicable law with respect to such Grantor’s use of any copyrights and all reissues, divisions, continuations and renewals thereof.

“Customer” shall mean and include the account debtor with respect to any Receivable and/or the prospective purchaser of goods, services or both with respect to any contract or Contract Right, and/or any party who enters into or proposes to enter into any contract or other arrangement with any Grantor, pursuant to which such Grantor is to deliver any personal property or perform any services.

“Domain Names” shall mean all Internet domain names and associated uniform resource locator addresses.

“Equipment” shall mean and include as to each Grantor, all of such Grantor’s, whether now owned or hereafter acquired and wherever located equipment,

machinery, apparatus, motor vehicles, fittings, furniture, furnishings, fixtures, parts, accessories, and all other goods (other than Inventory) and all replacements and substitutions therefor or accessions thereto.

“Excluded Assets”

- (1) the Voting Stock of any direct Foreign Subsidiary of the Company or a Guarantor in excess of 65% of all of the outstanding Voting Stock of such Foreign Subsidiary;
- (2) rights under any contracts, leases or other instruments that contain a valid and enforceable prohibition on assignment of such rights (other than to the extent that any such prohibition would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or any other applicable law or principles of equity), but only for so long as such prohibition exists and is effective and valid;
- (3) property and assets owned by the Company or any Guarantor that are the subject of Permitted Liens described in clause (7) of the definition thereof for so long as such Permitted Liens are in effect and the Indebtedness secured thereby constitutes Permitted Debt described in clause (4) of the definition thereof and the agreements or instruments evidencing or governing such Indebtedness otherwise prohibits any other Liens thereon, but only for so long as such prohibition exists and is effective and valid;
- (4) (i) deposit and securities accounts the balance of which consists exclusively of (a) withheld income taxes and federal, state or local employment taxes in such amounts as are required to be paid to the Internal Revenue Service or state or local government agencies within the following two months with respect to employees of the Company or any of the Guarantors, and (b) amounts required to be paid over to an employee benefit plan pursuant to DOL Reg. Sec. 2510.3-102 on behalf of or for the benefit of employees of the Company or any Guarantor, and (ii) all segregated deposit accounts constituting (and the balance of which consists solely of funds set aside in connection with) tax accounts and trust accounts;
- (5) motor vehicles or other equipment covered by certificates of title or ownership to the extent that a security interest cannot be perfected solely by filing a UCC-1 financing statement (or similar instrument);
- (6) intent-to-use trademark applications prior to the filing of a “statement of use” with respect thereto, to the extent and for so long as creation by the Company or a Guarantor of a security interest therein would result in the abandonment, invalidation or unenforceability thereof;
- (7) any Capital Stock of the Company’s Subsidiaries to the extent that the pledge of such Capital Stock results in the Company being required to file

separate financial statements of such Subsidiary with the SEC, but only to the extent necessary for the Company not to be subject to such requirement and only for so long as such requirement is in existence; provided that neither the Company nor any of its Subsidiaries shall take any action in the form of a reorganization, merger or other restructuring a principal purpose of which is to provide for the release of the Lien on any securities pursuant to this clause;

- (8) real property owned by the Company or any of the Guarantors that has a Fair Market Value not exceeding \$1,500,000 either individually or in the aggregate and any real property leased by the Company or any Guarantor (other than any Existing Specified Leased Property); and
- (9) proceeds and products from any and all of the foregoing excluded collateral described in clauses (1) through (8), unless such proceeds or products would otherwise constitute Collateral securing the Notes;

provided, that notwithstanding anything to the contrary, to the extent that the Company or a Guarantor grants a Lien on any asset or right described in clause (1) through (9) above (other than clause (7)) to secure Obligations under the Senior Credit Facility, such asset or right shall not constitute an “Excluded Asset.”

“General Intangibles” shall mean and include as to each Grantor all of such Grantor’s general intangibles (as such term is defined in the UCC), whether now owned or hereafter acquired including, without limitation, all payment intangibles, choses in action, commercial tort claims, causes of action, corporate or other business records, inventions, designs, patents, patent applications, equipment formulations, manufacturing procedures, quality control procedures, trademarks, service marks, trade secrets, goodwill, copyrights, design rights, registrations, licenses, franchises, customer lists, tax refunds, tax refund claims, computer programs and computer software, all claims under guaranties, Liens or other security held by or granted to such Grantor to secure payment of any of the Receivables by a Customer, all rights of indemnification and all other intangible property of every kind and nature (other than Receivables).

“Indenture” means the Indenture governing the Company’s 5.25% Convertible Senior Secured Notes due 2019, dated of even date herewith, by and among the Company, the other Grantors party thereto, the Trustee and the Collateral Agent, as amended, supplemented or otherwise modified from time to time.

“Indenture Documents” means the Notes, the Indenture, the Guarantees and the Collateral Agreements.

“Indenture Obligations” means all Obligations in respect of the Notes or arising under the other Indenture Documents.

“Intellectual Property” shall mean, as to each Grantor, such Grantor’s now owned and hereafter arising or acquired: patents, patent rights, patent applications,

copyrights, works which are the subject matter of copyrights, copyright applications, copyright registrations, trademarks, service marks, trade names, trade styles, trademark and service mark applications and designs, and licenses and rights to use any of the foregoing and all applications, registrations and recordings relating to any of the foregoing as may be filed in the United States Copyright Office, the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country or jurisdiction, together with all rights and privileges arising under applicable law with respect to any Grantor's use of any of the foregoing; all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing; all rights to sue for past, present and future infringement of any of the foregoing; inventions, trade secrets, formulae, processes, compounds, drawings, designs, blueprints, surveys, reports, manuals, and operating standards; goodwill (including any goodwill associated with any trademark or service mark, or the license of any trademark or service mark); customer and other lists in whatever form maintained; trade secret rights, copyright rights, rights in works of authorship, domain names and domain name registrations; software and contract rights relating to computer software programs, in whatever form created or maintained.

"Intellectual Property Rights" shall mean all Copyrights, Marks, and Patents, as well as any right, title, and interest in or to trade secrets and Domain Names.

"Intercreditor Agreement" means the Intercreditor Agreement between the Senior Credit Facility Agent, the Collateral Agent, and the other parties from time to time party thereto, dated as of the date hereof and acknowledged by the Grantors, as the same may be amended, supplemented or modified from time to time.

"Inventory" shall mean and include as to each Grantor, all of such Grantor's now owned or hereafter acquired inventory (as such term is defined in the UCC), goods, merchandise and other personal property, wherever located, to be furnished under any contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed in such Grantor's or business or used in selling or furnishing such goods, merchandise and other personal property, all other inventory of such Grantor, and all documents of title or other documents representing them.

"Investment Property" shall mean any "investment property" as such term is defined in Section 9-102 of the UCC now owned or hereafter acquired by any Grantor, wherever located, including (a) all securities, whether certificated or uncertificated, including stocks, bonds, interests in limited liability companies, partnership interests, treasuries, certificates of deposit, and mutual fund shares; (b) all securities entitlements of any Grantor, including the rights of any Grantor to any securities account and the financial assets held by a securities intermediary in such securities account and any free credit balance or other money owing by any securities intermediary with respect to that account; (c) all securities accounts of any Grantor; (d) all commodity contracts of any Grantor; and (e) all commodity accounts held by any Grantor.

“Limited Liability Company Interests” shall mean the entire limited liability company membership interest at any time owned by any Grantor in any limited liability company.

“Marks” shall mean all of each Grantor’s now existing or hereafter acquired right, title, and interest in and to all of such Grantor’s trademarks, tradenames, trade styles, trade dress, service marks and other protectable indicia of origin and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any similar office or agency in the United States of America or Canada, any State or Province thereof, any political subdivision thereof or in any other country, together with all rights and privileges arising under applicable law with respect to such Grantor’s use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof.

“Material Adverse Effect” shall mean a material adverse effect on (a) the financial condition, operations, assets, or business of the Company and its Subsidiaries, taken as a whole, (b) the ability of the Company and the other Grantors, taken as a whole, to perform their material obligations under the Indenture Documents, (c) the value of any material portion of the Collateral, or the Collateral Agent’s Liens (on behalf of itself and the Secured Parties) on material Collateral or the priority of such Liens, or (d) the Collateral Agent’s ability to realize on a material portion of the Collateral or enforce the terms of this Agreement or the Indenture Documents.

“Mortgage” shall mean each of the mortgages, deeds of trust, leasehold mortgages, leasehold deeds of trust, collateral assignments of leases or other real estate security documents delivered by any Grantor to Collateral Agent on behalf of itself and Holders with respect to the Real Property.

“New York UCC” is defined in the preamble hereto.

“Organizational Information” is defined in Section 3(h).

“Partnership Interest” shall mean the entire general partnership interest or limited partnership interest at any time owned by any Grantor in any general partnership or limited partnership.

“Patents” shall mean any patent, and any divisions, continuations (including, but not limited to, continuations-in-parts) and improvements thereof, as well as any application for a patent now or hereafter.

“Pledged Company” means, each Person listed on Schedule 1 hereto as a “Pledged Company”, together with each other Person, all or a portion of whose Capital Stock, is acquired or otherwise owned by Grantor after the Issue Date.

“Pledged Interests” is defined in clause (o) of the definition of “Collateral”.

“PPSA” shall mean the Personal Property Security Act (Ontario), the Personal Property Security Act (Manitoba), the Civil Code of Quebec or any other applicable Canadian federal or provincial statute pertaining to the granting, perfecting, priority or ranking of security interests, liens, hypothecs on personal property, and any successor statutes, together with any regulations thereunder, in each case as in effect from time to time. References to sections of the PPSA shall be construed to also refer to any successor sections.

“Real Property” shall mean all of each Grantor’s right, title and interest in and to its owned and leased premises.

“Receivables” shall mean and include, as to each Grantor, all of such Grantor’s Accounts, Contract Rights, instruments (including promissory notes and instruments evidencing indebtedness owed to Grantors by their Affiliates), documents, chattel paper (whether tangible or electronic), general intangibles relating to Accounts, drafts and acceptances, and all other forms of obligations owing to such Grantor arising out of or in connection with the sale, lease or other disposition of Inventory or the rendition of services, all guarantees and other security therefor, whether secured or unsecured, now existing or hereafter created, and whether or not specifically sold or assigned to Collateral Agent hereunder.

“Secured Party” shall refer to each of the Holders, the Trustee and the Collateral Agent.

“Security Agreement Joinder” means a Pledge and Security Agreement Joinder, substantially in the form of the attached Annex E, executed and delivered to the Collateral Agent by a Subsidiary for the purpose of adding an additional Grantor as a party to this Agreement.

“Senior Intercreditor Agreement” means that certain Amended and Restated Intercreditor Agreement, dated as of February 8, 2016, among Wells Fargo Bank, National Association, U.S. Bank National Association and any person which becomes party thereto pursuant to a joinder agreement.

“Termination Date” shall mean the earliest to occur of the date on which (a) all Indenture Obligations have been paid in full in cash; (b) the Company exercises its legal defeasance option or covenant defeasance option described in Article 8 of the Indenture; and (c) the satisfaction and discharge of the Indenture occurs in accordance with Article 8 thereof.

“Trustee” shall refer to U.S. Bank National Association, in its capacity as indenture trustee under the Indenture.

“UCC” shall mean the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction.

2. Security Interest.

(a) Granting Clause. In consideration of and as collateral security for the prompt full and complete payment and performance when due of the Indenture Obligations now existing or hereafter arising, each Grantor, for value received, does hereby assign, mortgage, pledge and hypothecate to Collateral Agent, for the benefit of the Secured Parties, and does hereby grant to Collateral Agent, for the ratable benefit of the Secured Parties, an absolute, unconditional and continuing security interest in all of such Grantor's Collateral.

(b) Voting, etc. Until the occurrence and continuance of an Event of Default, each Grantor shall be entitled to vote any and all of the Capital Stock; provided, however, that no vote shall be cast or any action taken by such Grantor with respect to any Capital Stock which would materially violate or be materially inconsistent with any of the terms of this Agreement, the Indenture, any other Indenture Document, or which would have the effect of materially impairing the security interest of Collateral Agent or which would authorize or effect actions prohibited under the terms of the Indenture or any Indenture Document; and provided further, that the foregoing proviso shall not apply to Capital Stock described in clause (1) of the definition of Excluded Assets. All such rights of such Grantor to vote any Capital Stock (not subject to the provisos in the preceding sentence) shall cease upon the occurrence and during the continuance of an Event of Default; provided, however, that upon the cure or waiver of such Event of Default, any rights of Collateral Agent to vote any and all of the Capital Stock shall cease and all such rights of such Grantor to vote any and all of the Capital Stock shall resume.

(c) Payments and Other Distributions. Until the occurrence and continuance of an Event of Default, all cash, dividends or distributions payable in respect of the Capital Stock (to the extent such payments shall be permitted pursuant to the terms and provisions of the Indenture or the Intercreditor Agreement) shall be paid to the applicable Grantor; provided, however, that upon the occurrence and during the continuance of an Event of Default, all cash dividends or distributions payable in respect of the Capital Stock shall be paid to Collateral Agent as security for the Indenture Obligations; provided, further that upon the cure or waiver of such Event of Default, all cash dividends or distributions payable in respect of the Capital Stock shall be paid to such Grantor. The Collateral Agent shall be entitled to receive directly, and to retain as part of the Capital Stock:

(i) all other or additional securities or Investment Property, or rights to subscribe for or purchase any of the foregoing, or property (other than cash) paid or distributed by way of dividend in respect of the Capital Stock; and

(ii) all other or additional securities, Investment Property or property (including cash) paid or distributed in respect of the Capital Stock by way of split, spin-off, split-up, reclassification, combination of shares or similar rearrangement.

If at any time any Grantor shall obtain or possess any Capital Stock, such Grantor shall be deemed to hold such Capital Stock in trust for Collateral Agent for the benefit of Collateral Agent and the other Secured Parties, and such Grantor shall promptly surrender and deliver such Capital Stock to Collateral Agent; provided, that the foregoing shall not apply to Capital Stock described in clause (1) of the definition of Excluded Assets.

3. Representations, Warranties and Agreements. In addition to any representations and warranties of any Grantor set forth in the Indenture Documents, which are incorporated herein by this reference, each Grantor hereby represents and warrants the following to Collateral Agent:

(a) Authority. The execution, delivery and performance of this Agreement and all of the other Indenture Documents to which such Grantor is a party have been duly authorized by all necessary action of such Grantor.

(b) Accuracy of Information. As of the Issue Date, the exact legal name of such Grantor is correctly shown on the signature pages hereof.

(c) Enforceability. This Agreement and the other Indenture Documents to which such Grantor is a party constitute legal, valid and binding obligations of such Grantor, enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights and except to the extent specific remedies may generally be limited by equitable principles.

(d) Ownership and Liens.

(i) At the time the Collateral becomes subject to Collateral Agent's Lien, each Grantor shall be the sole owner of and fully authorized and able to sell, transfer, pledge and/or grant a Lien (subject to Permitted Liens) in each and every item of its respective Collateral to Collateral Agent; and, except for Permitted Liens, the Collateral shall be free and clear of all Liens and encumbrances whatsoever;

(ii) All of the Pledged Interests (including, without limitation, the Pledged Interests indicated on Schedule 1) have been (to the extent such concepts are relevant with respect to such Pledged Interests) duly authorized and validly issued, are fully paid and non-assessable and other than in connection with a disposition permitted pursuant to the Indenture, there are no options to purchase or similar rights. As of the Issue Date, or, with respect to any additional Grantor, such other date such Grantor becomes a party hereto, except as set forth on Schedule 1 hereto, such Grantor owns 100% of the issued and outstanding shares of capital stock or membership, partnership, limited liability company or other equity interests of each of the direct Subsidiaries of such Grantor, and the Pledged Interests constitute or will constitute the percentage of the issued and outstanding Capital Stock of such Pledged Companies of Grantor identified on Schedule 1 hereto;

(iii) With respect to all Collateral of Grantor whereby or with respect to which the Collateral Agent may obtain "control" thereof within the meaning of Section 8-106 of the UCC or under any provision of the UCC as the same may be amended or supplemented from time to time, or under the laws of any relevant State, Grantor shall take all actions as may be necessary so that "control" of such Collateral is obtained and at all times held by the Collateral Agent; and

(iv) Each Grantor represents, warrants, covenants and agrees that as of the Issue Date (a) the certificated Pledged Interests listed on Schedule 1 are the only equity interests owned by such Grantor which are certificated; and (b) the uncertificated Pledged Interests listed on Schedule 1 are the only equity interests of any domestic subsidiary owned by such Grantor which are uncertificated.

(e) Capital Stock.

(i) As of the Issue Date, all of the issued and outstanding shares of Capital Stock, membership interests, Limited Liability Company Interests, Partnership Interests, or other similar equity interests, as applicable, of such Grantor have been duly authorized and validly issued, are fully paid and nonassessable and were not issued in violation of, and are not subject to, any preemptive or similar rights. As of the Issue Date, all of the outstanding shares of Capital Stock, membership interests, Limited Liability Company Interests, Partnership Interests, or other similar equity interests of its Subsidiaries are owned directly or indirectly by the Company, free and clear of all Liens other than (A) Permitted Liens, (B) those imposed by the Securities Act, the rules and regulations of the SEC and the securities or "Blue Sky" laws of certain U.S. state or non-U.S. jurisdictions and (C) those set forth in the corporate organizational documents of the relevant entities. As of the Issue Date, no issuer of Capital Stock is party to any agreement granting "control" (as defined in Section 8-106 of the UCC) of such Grantor's Capital Stock to any third party, except as permitted pursuant to the Indenture Documents. As of the Issue Date, all such Capital Stock is held by such Grantor directly and not through any securities intermediary.

(ii) All Capital Stock of each Grantor is, as of the Issue Date, and shall be at all times during the term of this Agreement, freely transferrable without restriction or limitation, except as limited (A) by the terms of this Agreement, (B) in agreements relating to liens permitted under the definition of Permitted Liens in the Indenture) and (C) by foreign laws in connection with the pledge of Capital Stock of issuers organized under the laws of a jurisdiction outside of the United States.

(iii) As of the Issue Date, there are no outstanding options, warrants, convertible securities or other rights, contingent or absolute, to acquire the Capital Stock and no Capital Stock is subject to any shareholder, voting trust or similar agreement. No consent of any Person is necessary or desirable in connection with the creation or perfection of the security interest in any Capital Stock or the exercise by Collateral Agent of the voting or other rights and remedies in respect thereof provided for in this Agreement, except as may be required in connection with (A) any disposition by laws affecting the offering and sale of securities generally or (B) the Capital Stock of issuers organized under the laws of a jurisdiction outside the United States.

(f) No Conflicts or Consents. Neither the ownership or intended use of the Collateral by any Grantor, nor the grant of the security interest by each Grantor to Collateral Agent herein, will (i) materially conflict with any provision of (A) any material federal, state or local law, statute, rule or regulation, (B) any material provision of the organizational documents of any of the Grantors, or (C) any material agreement, judgment, license, order or permit applicable to or binding upon any of the Grantors, or (ii) result in or require the creation of any lien, charge or encumbrance upon any of the Collateral except as may be contemplated or permitted in the Indenture Documents. Except as expressly contemplated in the Indenture Documents, no consent, approval, authorization or order of, and no notice to or filing with, any court, governmental authority or other Person is required in connection with the grant by each Grantor of the security interest herein or the exercise by Collateral Agent of its rights and remedies hereunder, other than (x) those previously or contemporaneously obtained or received, (y) as may be required in connection with any disposition by laws affecting the offering and sale of securities generally or (z) as may be required in connection with the Capital Stock of issuers organized under the laws of a jurisdiction outside the United States.

(g) Security Interest. This Agreement creates a legal, valid and binding security interest in favor of Collateral Agent in the Collateral securing the Indenture Obligations.

(h) Location/Identity. As of the Issue Date, each Grantor's principal place of business and chief executive office (as those terms are used in the New York UCC), is located at the address set forth on Schedule 2 hereto. Each Grantor's organizational structure and state of organization (the "Organizational Information"), as of the Issue Date, are as set forth on Schedule 2 hereto.

4. Covenants. In addition to all covenants and agreements of each Grantor set forth in the Indenture Documents, which are incorporated herein by this reference, the Grantors will comply with the covenants contained in this Section 4 at all times during the period of time this Agreement is effective unless Collateral Agent shall otherwise consent in writing.

(a) Inspection and Further Identification of Collateral. Grantors will keep adequate records concerning the Collateral and will permit Collateral Agent and all representatives and agents appointed by Collateral Agent to inspect, at the Company's expense and upon reasonable prior notice to the Grantors (and unless an Event of Default is continuing, not more than once per calendar year), any of the Collateral and the books, records, audits, correspondence and all other documents relating to the Collateral at any time during normal business hours, to make and take away photocopies, photographs and printouts thereof and to write down and record any such information. Each Grantor will furnish to Collateral Agent from time to time statements and schedules further identifying and describing the Collateral, as Collateral Agent or any other Secured Party may reasonably request, all in reasonable detail.

(b) Payment of Taxes. Grantors will timely pay, when due, all taxes, assessments and governmental charges or levies lawfully imposed upon the Collateral or any part thereof, except such taxes, charges or levies as to which the failure to pay would

not reasonably be expected to result in a Material Adverse Effect. Grantors may, however, delay paying or discharging any such taxes, assessments or charges so long as the validity thereof is contested in good faith by proper proceedings and provided Grantors have set aside on Grantors' books adequate reserves therefor.

(c) Perfection of Security Interest. Each Grantor shall take all action as may be reasonably necessary so as at all times to maintain the validity, perfection, enforceability and priority (subject to the terms of the Intercreditor Agreement) of Collateral Agent's security interest in and Lien on the Collateral or to enable Collateral Agent to protect, exercise or enforce its rights hereunder and in the Collateral, including (i) promptly discharging all Liens other than Permitted Liens, (ii) to the extent required under the Senior Credit Facility, obtaining Lien waiver agreements and (iii) executing and delivering financing statements, control agreements, instruments of pledge, mortgages, notices and assignments, in each case relating to the creation, validity, perfection, priority, maintenance or continuation of the Collateral Agent's security interest and Lien under the UCC or other applicable law, provided, however, that (A) the Grantors shall not be required to cause the Collateral Agent to have "control" with respect to any deposit or securities account so long as the average five-day closing balance for all such deposit and securities accounts does not exceed \$500,000, and (B) to the extent required, the Grantors shall use commercially reasonable efforts to cause any securities intermediary to enter into an agreement with the Collateral Agent to cause the Collateral Agent to have "control" with respect to any securities account.

(d) Inventory and Equipment. Each Grantor covenants and agrees that such Grantor shall keep such Grantor's Inventory and Equipment other than (i) Inventory and Equipment in transit, (ii) Inventory with an aggregate fair market or book value (whichever is more) less than \$500,000 and (iii) Equipment with an aggregate fair market or book value (whichever is more) less than \$500,000, only at the locations identified on Schedule 2 and its chief executive offices only at the locations identified on Schedule 2 (as such Schedule may from time to time be updated in accordance with Section 4(m)). Each Grantor covenants and agrees that all Inventory held for sale or lease by any Grantor has been and will be produced by such Grantor in accordance with the Federal Fair Labor Standards Act of 1938, as amended, and all rules, regulations and orders thereunder in all material respects. All material Equipment used or useful in the conduct of any Grantor's business shall be maintained in good operating condition and repair (reasonable wear and tear excepted) and all necessary replacements of and repairs thereto shall be made so that the value and operating efficiency of such Equipment shall be maintained and preserved (reasonable wear and tear excepted). Each Grantor shall use or operate any Equipment in compliance with applicable law in all material respects. Except as permitted under the Indenture, no Grantor shall sell or otherwise dispose of any of its Equipment. Each Grantor agrees that, upon the request of the Collateral Agent (as directed by the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding), such Grantor will promptly provide the Collateral Agent with confirmation of the specific location of any Equipment.

(e) Direction to Account Debtors; Contracting Parties; etc. Subject to the Intercreditor Agreement, upon the occurrence and during the continuance of an Event of

Default, if the Collateral Agent so directs any Grantor, such Grantor agrees (i) to cause all payments on account of the Accounts and Contracts to be made directly to a cash account held by the Collateral Agent (the “Cash Collateral Account”), (ii) that the Collateral Agent may directly notify the obligors with respect to any Accounts and/or under any Contracts to make payments with respect thereto as provided in the preceding clause (i), and (iii) that the Collateral Agent may enforce collection of any such Accounts and Contracts and may adjust, settle or compromise the amount of payment thereof, in the same manner and to the same extent as such Grantor. Without notice to or assent by any Grantor, the Collateral Agent may, upon the occurrence and during the continuance of an Event of Default, apply any or all amounts then in, or thereafter deposited in, the Cash Collateral Account toward the payment of the Indenture Obligations in the manner provided in Section 4.01 of the Indenture and Section 4.1 of the Intercreditor Agreement. The reasonable out-of-pocket costs and expenses of collection (including reasonable attorneys’ fees), whether incurred by a Grantor or the Collateral Agent, shall be borne by the relevant Grantor. The Collateral Agent shall deliver a copy of each notice referred to in the preceding clause (ii) to the relevant Grantor; provided, that (x) the failure by the Collateral Agent to so notify such Grantor shall not affect the effectiveness of such notice or the other rights of the Collateral Agent created by this Section 4 and (y) no such notice shall be required if an Event of Default of the type described in Section 6.01(9) of the Indenture has occurred and is continuing.

(f) Collection. (i) Subject to the terms of the Intercreditor Agreement, from and after the occurrence and during the continuance of an Event of Default, upon the demand of Collateral Agent (acting at the direction of the Holders or the Trustee), each Grantor shall deliver to Collateral Agent, in original form and on the date of receipt thereof, all checks, drafts, notes, money orders, acceptances, cash and other evidences of Indebtedness at any time received by Grantors. (ii) Subject to the terms of the Intercreditor Agreement, following the occurrence and during the continuance of any Event of Default, at its option, Collateral Agent (acting at the direction of the Holders or the Trustee), shall have the exclusive right to collect the Accounts and other Receivables of each Grantor, take possession of the Collateral, or both. In such case, Collateral Agent’s actual collection expenses, including but not limited to, stationery and postage, telephone and facsimile, secretarial and clerical expenses and the salaries of any collection personnel used for collection, shall be for the account of the Company and added to the Indenture Obligations.

(g) Instruments and Documents. If any Grantor owns or acquires any instrument or document (as defined in the New York UCC) evidencing or forming a part of the Collateral in excess of (x) so long as no Event of Default has occurred and is continuing, \$1,000,000, or (y) so long as an Event of Default has occurred and is continuing, \$250,000, constituting Collateral (other than checks and other payment instruments received and collected in the ordinary course of business), such Grantor will within ten (10) Business Days deliver such instrument or document to the Collateral Agent appropriately endorsed to the order of the Collateral Agent.

(h) Grantors Remain Liable Under Accounts and Contracts. Anything herein to the contrary notwithstanding, the Grantors shall remain liable under each of the

Accounts and Contracts to observe and perform all of the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to such Accounts or Contracts. Neither the Collateral Agent nor any other Secured Party shall have any obligation or liability under any Account (or any agreement giving rise thereto) or Contract, in each case by reason of or arising out of this Agreement or the receipt by the Collateral Agent or any other Secured Party of any payment relating to such Account or Contract pursuant hereto, nor shall the Collateral Agent or any other Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Account (or any agreement giving rise thereto) or any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by them or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto) or Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to them or to which they may be entitled at any time or times.

(i) Letter-of-Credit Rights. If any Grantor is at any time a beneficiary under a letter of credit with a stated amount of \$375,000 or more, such Grantor shall use its commercially reasonable efforts to (i) arrange for the issuer and any confirmer of such letter of credit to consent in writing to an assignment to the Collateral Agent of the proceeds of any drawing under such letter of credit or (ii) arrange for the Collateral Agent to become the transferee beneficiary of such letter of credit, with the Collateral Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be applied as provided in this Agreement upon the occurrence and during the continuance of an Event of Default.

(j) Commercial Tort Claims. All commercial tort claims of each Grantor in an amount of \$500,000 or more in existence on the date of this Agreement are described in Schedule 3 hereto. If any Grantor shall at any time after the date of this Agreement acquire a commercial tort claim in an amount (taking the greater of the aggregate claimed damages thereunder or the reasonably estimated value thereof) of \$500,000 or more, such Grantor shall promptly (i) notify the Collateral Agent thereof in a writing signed by such Grantor and describing the details thereof; (ii) grant to the Collateral Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement; and (iii) take such actions as may be reasonably necessary to perfect such security interest, including filing a UCC-1 financing statement or UCC-3 statement of amendment in such filing office as may be appropriate, and provide evidence thereof to the Collateral Agent.

(k) Chattel Paper. Upon the reasonable request of the Collateral Agent made at any time or from time to time, each Grantor shall promptly furnish to the Collateral Agent a list of all electronic chattel paper held or owned by such Grantor. Furthermore, if requested by the Collateral Agent, each Grantor shall promptly take all actions which are reasonably practicable so that the Collateral Agent has "control" of all electronic chattel paper with a value of (x) so long as no Event of Default has occurred and is continuing, \$1,000,000, or (y) so long as an Event of Default has occurred and is continuing, \$250,000, in accordance with the requirements of Section 9-105 of the UCC. Each Grantor will promptly (and in any event within ten (10) days) following any request by the Collateral Agent, deliver all of its tangible chattel paper to the Collateral Agent.

(l) Additional Procedures. To the extent that any Grantor at any time or from time to time owns, acquires or obtains any right, title or interest in any Capital Stock intended to be pledged as Collateral hereunder or the form or nature of any Capital Stock shall change, the Collateral Agent shall automatically (and without the taking of any action by any Grantor) have a security interest in all of the right, title and interest of such Grantor in, to and under such Capital Stock pursuant to Section 2(a) of this Agreement and, in addition thereto, such Grantor shall (to the extent provided below) take the following actions as set forth below (as promptly as practicable and, in any event, within fifteen (15) Business Days after it obtains such Capital Stock) for the benefit of the Collateral Agent and the other Secured Parties, subject to the terms of the Intercreditor Agreement:

(i) with respect to a certificated security (other than a certificated security credited on the books of a clearing corporation or securities intermediary), such Grantor shall physically deliver such certificated security to the Collateral Agent, endorsed to the Collateral Agent or endorsed in blank;

(ii) with respect to an uncertificated security (other (x) than an uncertificated security credited on the books of a clearing corporation or securities intermediary or (y) an uncertificated security of an Immaterial Subsidiary), such Grantor shall use commercially reasonable efforts to cause the issuer of such uncertificated security to duly authorize, execute, and deliver to the Collateral Agent, an agreement for the benefit of the Collateral Agent and the other Secured Parties substantially in the form of Annex A hereto pursuant to which such issuer agrees to comply with any and all instructions originated by the Collateral Agent without further consent by the registered owner and not to comply with instructions regarding such uncertificated security (and any Partnership Interests and Limited Liability Company Interests issued by such issuer) originated by any other Person other than a court of competent jurisdiction;

(iii) with respect to a certificated security, uncertificated security, Partnership Interest or Limited Liability Company Interest credited on the books of a clearing corporation or securities intermediary (including a Federal Reserve Bank, Participants Trust Company or The Depository Trust Company), such Grantor shall promptly notify the Collateral Agent in writing thereof and shall use commercially reasonable efforts (x) to comply with the applicable rules of such clearing corporation or securities intermediary and (y) (A) in the case of a clearing corporation, to perfect the security interest of the Collateral Agent under applicable law (including, in any event, under Sections 9-314(a), (b) and (c), 9-106 and 8-106(d) of the UCC) or (B) in the case of a securities intermediary, if required to perfect the security interest of the Collateral Agent under applicable law (including, in any event, under Sections 9-314(a), (b) and (c), 9-106 and 8-106(d) of the UCC);

(iv) with respect to a Partnership Interest or a Limited Liability Company Interest (other than a Partnership Interest or Limited Liability Company Interest credited on the books of a clearing corporation or securities intermediary), (1) if such Partnership Interest or Limited Liability Company Interest is represented by a certificate and is a security for purposes of the UCC, the procedure set forth in Section 4(1)(i) hereof, and (2) if such Partnership Interest or Limited Liability Company Interest is not represented by a certificate or is not a security for purposes of the UCC, the procedure set forth in Section 4(1)(ii) hereof; and

(v) with respect to cash proceeds from any of the Collateral, except as otherwise permitted under the Indenture Documents, (x) establishment by the Collateral Agent of a cash account in the name of such Grantor over which the Collateral Agent shall have “control” within the meaning of the UCC and at any time any Event of Default is in existence no withdrawals or transfers may be made therefrom by any Person except with the prior written consent of the Collateral Agent and (y) deposit of such cash in such cash account.

(m) Further Actions. Without limitation of any other covenant herein, no Grantor shall change or permit to be changed the jurisdiction in which it is incorporated or otherwise organized, or change its legal name (or use a different name), location of chief executive office or location of any of the Collateral, unless such Grantor has given Collateral Agent not less than ten (10) Business Days prior written notice thereof (along with an update of Schedule 2, as applicable) and Grantors have taken (or caused to be taken) all steps required by Collateral Agent to maintain Collateral Agent’s Lien on such Collateral, as well as the priority and effectiveness of such Lien (including, without limitation, in the case of Collateral located in Canada, the filing of a PPSA financing statement); provided, that, except as expressly permitted under the Indenture, no Grantor shall change its jurisdiction of incorporation or organization or location of any of its Collateral, in each case, to a jurisdiction or location outside of the United States or Canada.

(n) Insurance.

(i) Each Grantor shall:

(A) keep its properties adequately insured at all times by financially sound and reputable insurers, as is customary with companies in the same or similar businesses operating in the same or similar locations;

(B) maintain such other insurance, to such extent and against such risks (and with such deductibles, retentions and exclusions), including fire and other risks insured against by extended coverage and coverage for acts of terrorism, as is customary with companies in the same or similar businesses operating in the same or similar locations, including public liability insurance against claims for personal injury or death or property damage occurring upon, in, about or in connection with the use of any properties owned, occupied or controlled by them; and

(C) maintain such other insurance as may be required by law.

(ii) Each Grantor shall furnish to the Collateral Agent no more than once each fiscal year full information as to its property and liability insurance carriers. The Collateral Agent shall be named as an additional insured on all insurance policies of any Grantor and the Collateral Agent shall be named as loss payee, with 30 days' notice of cancellation or material change, on all property and casualty insurance policies of any Grantor.

(o) Leasehold Obligations. Each Grantor shall, and shall cause each of its Subsidiaries to, at all times pay, when and as due, its rental obligations under all leases under which it is a tenant, and shall otherwise comply, in all material respects, with all other terms of such leases and keep them in full force and effect, except, in each case, where the failure to do so could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(p) Exculpation of Liability. Nothing herein contained shall be construed to constitute Collateral Agent or any Holder as any Grantor's agent for any purpose whatsoever, nor shall Collateral Agent or any Holder be responsible or liable for any shortage, discrepancy, damage, loss or destruction of any part of the Collateral wherever the same may be located and regardless of the cause thereof, except with respect to Collateral Agent's or such Holder's gross (not mere) negligence or willful misconduct as determined by a final and non-appealable order of a court of competent jurisdiction. Neither Collateral Agent nor any Holder, whether by anything herein or in any assignment or otherwise, assumes any of any Grantor's obligations under any contract or agreement to which it is a party, and neither Collateral Agent nor any Holder shall be responsible in any way for the performance by any Grantor of any of the terms and conditions thereof.

(q) Deposit Accounts; Etc.

(i) Schedule 5 hereto accurately sets forth, as of the date of this Agreement, for each Grantor, each deposit account maintained by such Grantor (including a description thereof and the respective account number) and the name of the respective bank with which such deposit account is maintained. Subject to Section 4(c) hereof and the terms of the Intercreditor Agreement, for each deposit account that is Collateral (other than the Cash Collateral Account or any other deposit account maintained with the Collateral Agent), the respective Grantor shall use commercially reasonable efforts to cause the bank with which the deposit account is maintained to execute and deliver to the Collateral Agent, (x) in the case of an account located at a bank which is a lender under the Senior Credit Facility, within 30 days after the date of this Agreement (or, if later, the date of the establishment of the respective deposit account), or (y) in the case of an account located at a bank which is a not lender under the Senior Credit Facility,

within 45 days after the date of this Agreement (or, if later, the date of the establishment of the respective deposit account), a “control agreement” in form and substance consistent with the deposit account control agreements entered into by the Company pursuant to the Senior Credit Facility, or otherwise acceptable to the Collateral Agent. Subject to Section 10(n) (iii) hereof, if any bank with which a deposit account is maintained refuses to, or does not, enter into such a “control agreement”, then the respective Grantor shall promptly (and in any event within 30 days after the date of this Agreement or, if later, 30 days after the establishment of such account) close the respective deposit account and transfer all balances therein to the Cash Collateral Account or another deposit account meeting the requirements of this Section 4(q). If any bank with which a deposit account is maintained refuses to subordinate all its claims with respect to such deposit account to the Collateral Agent’s security interest therein on terms satisfactory to the Collateral Agent, then the Collateral Agent, at its option, may (x) require that such deposit account be terminated in accordance with the immediately preceding sentence or (y) agree to a “control agreement” without such subordination, provided that in such event the Collateral Agent may at any time, at its option, subsequently require that such deposit account be terminated (within 30 days after notice from the Collateral Agent) in accordance with the requirements of the immediately preceding sentence.

(ii) Subject to Section 4(c) hereof and the terms of the Intercreditor Agreement, at the time any such deposit account is established, the appropriate “control agreement” shall be entered into in accordance with the requirements of preceding clause (i) and the respective Grantor shall furnish to the Collateral Agent a supplement to Schedule 5 hereto containing the relevant information with respect to the respective deposit account and the bank with which same is established.

(r) Membership. In accordance with this Agreement, each Grantor hereby acknowledges and agrees that Collateral Agent or any of its successors and assigns (or any designee of Collateral Agent), shall, at Collateral Agent’s option, upon written notice to any Grantor (such Grantor, the “Parent Grantor”) of Collateral Agent’s intent to be admitted as a member of any other Grantor (in the place of the Parent Grantor) at any time an Event of Default exists or has occurred and is continuing and following delivery of any required notice hereunder, be admitted as a member of the relevant Grantor without any further approval of the Parent Grantor and without compliance by Collateral Agent or any other person with any of the conditions or other requirements of the applicable membership agreement and without conferring upon any Person any option (whether under the applicable membership agreement or otherwise) to acquire the stock or membership interests so transferred to Collateral Agent, its successors or assigns, or its designees. At such time, each Grantor agrees to take such other action and execute such further documents as Collateral Agent may reasonably request from time to time in order to give effect to the provisions of this Agreement.

5. Special Provisions Concerning Intellectual Property.

(a) Additional Representations and Warranties. Each Grantor represents and warrants (i) that the Intellectual Property Rights listed in Schedule 4 hereto for such Grantor include all Intellectual Property Rights that such Grantor owns or uses in connection with its business as of the date hereof which are registered at the United States Patent and Trademark Office, the United States Copyright Office, or an equivalent thereof in any state of the United States or any foreign jurisdiction, and (ii) that except as set forth in Schedule 4 it is the true and lawful owner of all registrations and applications for registration of Intellectual Property Rights listed in Schedule 4 hereto. Except as disclosed in the Offering Memorandum or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, each Grantor owns, or is licensed under, and has the right to use, all Intellectual Property Rights used in its businesses as currently conducted and the Intellectual Property Rights are free and clear of all Liens, other than Permitted Liens. No claims or notices of any potential claim have been asserted by any Person challenging the use of any such Intellectual Property Rights by any Grantor or questioning the validity, effectiveness of or Grantor's rights to any Intellectual Property Right or any license or agreement related thereto, other than any claims that, if successful, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and no Grantor is aware of any basis for such claims.

(b) Licenses and Assignments. Except as otherwise permitted by the Indenture Documents, each Grantor hereby agrees not to divest itself of any Intellectual Property Right.

(c) Infringements. Except as such Grantor in its reasonable business judgment determines is not necessary in the conduct of the Grantor's business, each Grantor agrees to prosecute diligently in accordance with reasonable business practices any Person infringing, misappropriating, misusing, diluting, or violating the Grantor's material Intellectual Property Rights.

(d) Preservation of Marks. Each Grantor agrees to use its Marks which are material to such Grantor's business in interstate commerce during the time in which this Agreement is in effect and to take all such other actions as are reasonably necessary to preserve such material Marks as trademarks or service marks under the laws of the United States (in each case, other than any such Marks which, in the Grantor's reasonable business judgment, are no longer necessary in the conduct of the Grantor's business).

(e) Maintenance of Registration. Each Grantor shall, at its own expense, take all commercially reasonable actions to maintain all registrations and applications for registration of its material Intellectual Property Rights.

(f) Future Registered Intellectual Property. At its own expense, each Grantor shall take all commercially reasonable efforts to diligently prosecute all material applications for registrations of Intellectual Property Rights listed on Schedule 4, in each case for such Grantor and shall not abandon any such application prior to exhaustion of

all administrative and judicial remedies (other than applications (i) deemed by such Grantor in its reasonable business judgment to be no longer prudent to pursue or (ii) that are deemed by such Grantor in its reasonable business judgment to no longer be necessary in the conduct of the Grantor's business). If any Grantor makes an application for registration of an Intellectual Property Right before the United States Patent and Trademark Office the United States Copyright Office, or an equivalent thereof in any state of the United States, within sixty (60) days of the submission of such application or, if later, as soon as legally permissible, such Grantor shall deliver to the Collateral Agent a grant of a security interest in such application, to the Collateral Agent and at the expense of such Grantor, confirming the grant of a security interest in such Intellectual Property Right to the Collateral Agent hereunder, the form of such security to be substantially in the form of Annex B hereto in the case of Marks, Annex C hereto in the case of Patents and Annex D hereto in the case of Copyrights or in such other form as may be reasonably satisfactory to the Collateral Agent. Where a registration of an Intellectual Property Right is issued hereafter to any Grantor as a result of any application now or hereafter pending, if a security interest in such application has not already been granted to or recorded on behalf of the Collateral Agent hereunder, such Grantor shall deliver to the Collateral Agent a grant of security interest within sixty (60) days.

(g) Remedies. Each Grantor hereby grants to the Collateral Agent a limited power of attorney to sign, upon the occurrence and during the continuance of an Event of Default at the direction of the Trustee or the requisite Holders in accordance with the Indenture, any document which may be required by the United States Patent and Trademark Office or similar registrar in order to effect an absolute assignment of all right, title and interest in each registered Intellectual Property Right and each application for such registration, and record the same. If an Event of Default shall occur and be continuing, the Collateral Agent may at the direction of the Trustee or the requisite Holders in accordance with the Indenture, by written notice to the relevant Grantor, take any or all of the following actions: (i) declare the entire right, title and interest of such Grantor in and to the Intellectual Property Rights, vested in the Collateral Agent for the benefit of the Secured Parties, in which event such rights, title and interest shall immediately vest, in the Collateral Agent for the benefit of the Secured Parties, and the Collateral Agent shall be entitled to exercise the power of attorney referred to in this Section 6(g) hereof to execute, cause to be acknowledged and notarized and record said absolute assignment with the applicable agency or registrar; (ii) take and use or sell the Intellectual Property Rights; (iii) take and use or sell the goodwill of such Grantor's business symbolized by the Marks and the right to carry on the business and use the assets of such Grantor in connection with which the Marks or Domain Names have been used; and (iv) direct such Grantor to refrain, in which event such Grantor shall refrain, from using the Intellectual Property Rights in any manner whatsoever, directly or indirectly, and such Grantor shall execute such further documents that the Collateral Agent may reasonably request to further confirm this and to transfer ownership of the Intellectual Property Rights and registrations and any pending applications in the United States Copyright Office, United States Patent and Trademark Office, equivalent office in a state of the United States or a foreign jurisdiction or applicable Domain Name registrar to the Collateral Agent.

(h) Discontinuance. Nothing in this Agreement shall prevent any Grantor from discontinuing the use or maintenance of any Intellectual Property Rights if (i) such Grantor so determines in its reasonable business judgment and (ii) it is not prohibited by the Indenture Documents.

6. Rights of Collateral Agent. Collateral Agent shall have the rights contained in this Section 6 at all times during the period of time this Agreement is effective.

(a) Financing Statements Filings. Each Grantor hereby authorizes Collateral Agent to file (or any Secured Party to file on behalf of the Collateral Agent), without the signature of such Grantor, (but the Collateral Agent shall not be obligated to so file) one or more financing or continuation statements, and amendments thereto, relating to the Collateral (which statements may describe the Collateral as “all assets” of such Grantor); provided, however, such authorization shall not relieve any Grantor from its respective obligations to take all actions necessary to perfect and maintain the perfection of the Collateral Agent’s Lien on the Collateral. All charges, expenses and fees that the Collateral Agent may incur in doing any of the foregoing, and any local taxes relating thereto, shall be paid by the Grantors to the Collateral Agent within ten (10) Business Days of demand.

(b) Power of Attorney. Each Grantor hereby irrevocably appoints Collateral Agent as such Grantor’s attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, after the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that Collateral Agent or any Secured Party may deem necessary or appropriate to accomplish the purposes of this Agreement, including without limitation: (i) to demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of the Collateral; (ii) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) above; and (iii) to file any claims or take any action or institute any proceedings that Collateral Agent or any Secured Party may deem necessary or appropriate for the collection and/or preservation of the Collateral or otherwise to enforce the rights of Collateral Agent and the Secured Parties with respect to the Collateral.

(c) Further Rights. Collateral Agent has been appointed as the Collateral Agent hereunder pursuant to the Indenture and shall be entitled to the benefits of the Indenture Documents. Notwithstanding anything contained herein to the contrary, Collateral Agent may employ agents, trustees, or attorneys-in-fact and may vest any of them with any property (including, without limitation, any Collateral pledged hereunder), title, right or power deemed necessary for the purposes of such appointment. Notwithstanding anything to the contrary herein, the following provisions shall govern the Collateral Agent’s rights, powers, obligations and duties under this Agreement:

(i) The Collateral Agent shall have no duty to act, consent or request any action of the Grantors or any other Person in connection with this Agreement (including all schedules and exhibits attached hereto) unless the Collateral Agent shall have received written direction from the Trustee or the requisite Holders in accordance with the Indenture.

(ii) The Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Collateral Agent deals with similar property for its own account. Neither any Secured Party nor any of its officers, directors, employees or agents shall be liable to the Grantors for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Collateral Agent hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon any of them to exercise any such powers. The Collateral Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for its own gross negligence or willful misconduct. The Collateral Agent shall not be responsible for, nor incur any liability with respect to, (A) the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the security interest in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part under this Agreement or any of the other Indenture Documents, except to the extent such action or omission constitutes gross negligence or willful misconduct on the part of the Collateral Agent, (B) the validity or sufficiency of the Collateral or any agreement or assignment contained therein, (C) the validity of the title of the Grantors to the Collateral, (D) insuring the Collateral or (E) the payment of taxes, charges or assessments upon the Collateral or otherwise as to the maintenance of the Collateral.

(iii) Notwithstanding any provision to the contrary elsewhere in this Agreement or any other Indenture Documents the Collateral Agent shall not have any duties or responsibilities, except those expressly set forth in this Agreement or such other Indenture Documents and no implied covenants, functions or responsibilities shall be read into this Agreement or otherwise exist against Collateral Agent.

(iv) The Collateral Agent shall not be deemed to be in a relationship of trust or confidence with any Secured Party, or any other Person (including any beneficiary under the Intercreditor Agreement) by reason of this Agreement, and shall not owe any fiduciary, trust or other special duties to the any Secured Party, or any other Person (including any beneficiary under the Intercreditor Agreement) by reason of this Agreement. The parties hereto acknowledge that Collateral Agent's duties do not include any discretionary authority,

determination, control or responsibility with respect to any Indenture Documents or any Collateral, notwithstanding any rights or discretion that may be granted to the Collateral Agent in such Indenture Documents. The provisions of this Agreement, including, without limitation those provisions relating to the rights, duties, powers, privileges, protections and indemnification of the Collateral Agent shall apply with respect to any actions taken or not taken by the Collateral Agent under any Indenture Documents.

(v) Notwithstanding anything herein to the contrary, in no event shall the Collateral Agent have any obligation to inquire or investigate as to the correctness, veracity, or content of any instruction received from any party to this Agreement or any other Indenture Documents. In no event shall the Collateral Agent have any liability in respect of any such instruction received by it and relied on with respect to any action or omission taken pursuant thereto.

(vi) With respect to the Collateral Agent's duties under this Agreement or any of the Indenture Documents, the Collateral Agent may act through its attorneys, accountants, experts and such other professionals as the Collateral Agent deems necessary, advisable or appropriate and shall not be responsible for the misconduct or negligence of any attorney, accountant, expert or other such professional appointed with due care.

(vii) Neither the Collateral Agent nor any of its experts, officers, directors, employees, agents, attorneys-in-fact or affiliates shall be (x) liable for any action lawfully taken or omitted to be taken by it under or in connection with this Agreement or any of the Indenture Documents (except for its gross negligence or willful misconduct), or (y) responsible in any manner for any recitals, statements, representations or warranties (other than its own recitals, statements, representations or warranties) made in this Agreement or any of the other Indenture Documents or in any certificate, report, statement or other document referred to or provided for in, or received by the Collateral Agent under or in connection with, this Agreement or any of the Indenture Documents or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any of the Indenture Documents or for any failure of the Grantors or any other Person to perform their obligations hereunder and thereunder. The Collateral Agent shall not be under any obligation to any Person to ascertain or to inquire as to (A) the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any of the Indenture Documents or to inspect the properties, books or records of the Grantors, (B) whether or not any representation or warranty made by any Person in connection with this Agreement or any Indenture Documents is true, (C) the performance by any Person of its obligations under this Agreement or any of the Indenture Documents or (D) the breach of or default by any Person of its obligations under this Agreement or any of the Indenture Documents.

(viii) The Collateral Agent shall not be bound or required to take any action that it believes, based on advice of counsel, is in conflict with any applicable law, this Agreement or any of the other Indenture Documents, or any order of any court or administrative agency.

(ix) The Collateral Agent shall be authorized to but shall not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or monitoring or maintaining the perfection of any security interest in the Collateral. It is expressly agreed, to the maximum extent permitted by applicable law, that the Collateral Agent shall have no responsibility for (x) taking any necessary steps to preserve rights against any Person with respect to any Collateral or (y) taking any action to protect against any diminution in value of the Collateral, but, in each case (A) subject to the requirement that the Collateral Agent may not act or omit to take any action if such act or omission would constitute gross negligence or willful misconduct and (B) the Collateral Agent may do so and all expenses reasonably incurred in connection therewith shall be part of the Indenture Documents.

(x) The Collateral Agent shall not be liable or responsible for any loss or diminution in the value of any Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Collateral Agent in good faith, except to the extent of the Collateral Agent's gross negligence or willful misconduct.

(xi) Notwithstanding anything in this Agreement or any of the Indenture Documents to the contrary, (A) in no event shall the Collateral Agent or any officer, director, employee, representative or agent of the Collateral Agent be liable under or in connection with this Agreement or any of the Indenture Documents for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever, including but not limited to lost profits or loss of opportunity, whether or not foreseeable, even if the Collateral Agent has been advised of the possibility thereof and regardless of the form of action in which such damages are sought; and (B) the Collateral Agent shall be afforded all of the rights, powers, immunities and indemnities set forth in this Agreement or in all of the other Indenture Documents to which it is a signatory as if such rights, powers, immunities and indemnities were specifically set out in each such Indenture Documents. In no event shall the Collateral Agent be obligated to invest any amounts received by it hereunder.

(xii) The Collateral Agent shall be entitled conclusively to rely, and shall be fully protected in relying, upon any note, writing, resolution, request, direction, certificate, notice, consent, affidavit, letter, cablegram, telegram, telecopy, email, telex or teletype message, statement, order or other document or conversation believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and/or upon advice and/or statements of legal counsel, independent accountants and other experts reasonably selected by the Collateral Agent and need not investigate any fact or matter stated in any such document. Any such statement of legal counsel shall be

full and complete authorization and protection in respect of any action taken or suffered by it hereunder in accordance therewith. The Collateral Agent shall be fully justified in failing or refusing to take any action under this Agreement or any of the other Indenture Documents (A) if such action would, in the reasonable opinion of the Collateral Agent (which may be based on the opinion of legal counsel), be contrary to applicable law or any of the Indenture Documents, (B) if such action is not provided for in this Agreement or any of the other Indenture Documents, (C) if, in connection with the taking of any such action hereunder or under any of the Indenture Documents that would constitute an exercise of remedies hereunder or under any of the Indenture Documents it shall not first be indemnified to its satisfaction by the Holders against any and all risk of nonpayment, liability and expense that may be incurred by it, its agents or its counsel by reason of taking or continuing to take any such action, or (D) if, notwithstanding anything to the contrary contained in this Agreement, in connection with the taking of any such action that would constitute a payment due under any agreement or document, it shall not first have received from the Holders or the applicable Grantor funds equal to the amount payable. The Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any of the other Indenture Documents in accordance with a request of the Trustee or the requisite Holders in accordance with the Indenture, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the other Holders and the Trustee.

(xiii) The Collateral Agent shall not be deemed to have actual, constructive, direct or indirect knowledge or notice of the occurrence of any Default or Event of Default unless and until the Collateral Agent has received a written notice or a certificate from a Grantor, a Holder or the Trustee stating that a Default or Event of Default has occurred. The Collateral Agent shall have no obligation whatsoever either prior to or after receiving such notice or certificate to inquire whether a Default or Event of Default has in fact occurred and shall be entitled to rely conclusively, and shall be fully protected in so relying, on any notice or certificate so furnished to it. No provision of this Agreement, the Intercreditor Agreement or any of the Indenture Documents shall require the Collateral Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under this Agreement, any of the other Indenture Documents or the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability including an advance of moneys necessary to perform work or to take the action requested is not reasonably assured to it, the Collateral Agent may decline to act unless it receives indemnity satisfactory to it in its sole discretion, including an advance of moneys necessary to take the action requested. The Collateral Agent shall be under no obligation or duty to take any action under this Agreement or any of the other Indenture Documents or otherwise if taking such action (x) would subject the Collateral Agent to a tax in any jurisdiction where it is not then subject to a tax or (y) would require the Collateral Agent to qualify to do business in any jurisdiction where it is not then so qualified.

7. Remedies and Related Rights. Subject to the terms of the Intercreditor Agreement, if an Event of Default shall have occurred and be continuing, then and in every such case, Collateral Agent, in addition to any rights now or hereafter existing under applicable law and under the other provisions of this Agreement, shall have all rights as a secured creditor under any UCC, and such additional rights and remedies to which a secured creditor is entitled under the laws in effect in all relevant jurisdictions when a debtor is in default under a security agreement and may exercise one or more of the rights and remedies provided in this Section.

(a) Remedies. If an Event of Default shall have occurred and be continuing, Collateral Agent may from time to time at the written direction of the Trustee or the requisite Holders in accordance with the Indenture, without limitation and without notice except as expressly provided in any of the Indenture Documents:

(i) exercise in respect of the Collateral all the rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Collateral);

(ii) require the Grantors to, and such Grantors hereby agree that they will at their expense and upon request of Collateral Agent, assemble the Collateral as directed by Collateral Agent and make it available to Collateral Agent at a place where such Collateral is permitted to be kept pursuant to Section 3(h);

(iii) reduce the Secured Parties' claim to judgment or foreclose or otherwise enforce, in whole or in part, the security interest granted hereunder by any available judicial procedure;

(iv) sell or otherwise dispose of, at its office, on the premises of any Grantor or elsewhere, the Collateral, for cash, on credit, and upon such terms as may be commercially reasonable, as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (it being agreed that the sale or other disposition of any part of the Collateral shall not exhaust Collateral Agent's power of sale, but sales or other dispositions may be made from time to time until all of the Collateral has been sold or disposed of or until the Indenture Obligations have been paid and performed in full), and at any such sale or other disposition it shall not be necessary to exhibit any of the Collateral;

(v) buy the Collateral, or any portion thereof, at any public sale;

(vi) buy the Collateral, or any portion thereof, at any private sale, for cash, on credit, and upon such other terms as may be commercially reasonable, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations;

(vii) apply for the appointment of a receiver for the Collateral, and Grantors hereby consent to any such appointment; and

(viii) at the option of and if instructed by the requisite Holders, retain the Collateral on behalf of the Holders or distribute the Collateral to the Holders,

in each case in satisfaction of the Indenture Obligations, whenever the circumstances are such that Collateral Agent is entitled to do so under the UCC or otherwise; to the full extent permitted by the UCC, Collateral Agent shall be permitted to elect whether such retention shall be in full or partial satisfaction of the Indenture Obligations.

In the event Collateral Agent shall elect (at the instruction of the requisite Holders) to sell the Collateral, Collateral Agent may sell the Collateral without giving any warranties and shall be permitted to specifically disclaim any warranties of title or the like. In the event the purchaser fails to pay for the Collateral, Collateral Agent may resell the Collateral and Grantors shall be credited with the proceeds of the sale. Each Grantor agrees that in the event such Grantor or any obligor is entitled to receive any notice under the UCC, as it exists in the state governing any such notice, of the sale or other disposition of any Collateral, reasonable notice shall be deemed given when such notice is deposited in a depository receptacle under the care and custody of the United States Postal Service, postage prepaid, at such party's address set forth on the signature pages hereof, ten (10) days prior to the date of any public sale, or after which a private sale, of any of such Collateral is to be held. Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Application of Proceeds. If any Event of Default shall have occurred and be continuing, any cash held by Collateral Agent as Collateral, and any cash proceeds received by Collateral Agent in respect of any sale or other disposition of, collection from, or other realization upon, all or any part of the Collateral shall be transferred, conveyed or distributed to the Trustee to be applied in accordance with the Indenture or as otherwise may be directed by the Trustee pursuant to the Indenture Documents.

(c) Deficiency. In the event that the proceeds of any sale of, collection from, or other realization upon, all or any part of the Collateral by Collateral Agent are insufficient to pay all amounts to which Collateral Agent is legally entitled, the Company, the other Grantors and any other Person who guaranteed or is otherwise obligated to pay all or any portion of the Indenture Obligations shall be liable for the deficiency, together with interest thereon as provided in the Indenture Documents, to the full extent permitted by the UCC.

(d) Waiver. Except as otherwise provided in this Agreement, EACH GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTICE AND JUDICIAL HEARING IN CONNECTION WITH COLLATERAL AGENT'S TAKING POSSESSION OR COLLATERAL AGENT'S DISPOSITION OF ANY OF THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT WHICH ANY GRANTOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE, and each Grantor hereby further waives, to the extent permitted by applicable law, and releases Collateral Agent from:

(i) all claims, damages and demands against the Collateral Agent arising out of the repossession, retention or sale of all or any part of the Collateral, except any damages which are the direct result of Collateral Agent's gross negligence or willful misconduct;

(ii) all claims, damages and demands against Collateral Agent arising by reason of the fact that the price at which the Collateral, or any part thereof, may have been sold at a private sale was less than the price which might have been obtained at public sale or was less than the aggregate amount of the Indenture Obligations, even if Collateral Agent accepts the first offer received which Collateral Agent in good faith deems to be commercially reasonable under the circumstances and does not offer the Collateral, or any portion thereof, to more than one offeree;

(iii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of Collateral Agent's rights hereunder; and

(iv) all equities or rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law in order to prevent or delay the enforcement of this Agreement or the absolute sale or other disposition of the Collateral or any portion thereof, and each Grantor, for itself and all who may claim under it, insofar as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws.

Any sale of, or the grant of options to purchase, or any other realization upon, any Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of each Grantor therein and thereto, and shall be a perpetual bar both at law and in equity against each Grantor and against any and all Persons claiming or attempting to claim the Collateral so sold, optioned or realized upon, or any part thereof, from, through and under the Grantor.

(e) Remedies Cumulative. No right, power or remedy herein conferred upon or reserved to Collateral Agent is intended to be exclusive of any other right, power or remedy, and every such right, power and remedy shall, to the extent permitted by applicable Law, be cumulative and in addition to every other right, power and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not pre-vent the concurrent or later assertion or employment of any other appropriate right, power or remedy.

(f) Delay Not Waiver. No delay or omission of Collateral Agent or any other Secured Party to exercise any right, power or remedy accruing upon the occurrence and during the continuance of any Event of Default shall impair any such right or power or

shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every right, power and remedy given by this Agreement may be exercised from time to time, and as often as shall be deemed expedient, by Collateral Agent.

(g) Restoration of Rights and Powers. In case Collateral Agent shall have instituted any action or proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry, leasing, conveyance, assignment, transfer, other disposition, other realization or otherwise, and such action or proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to Collateral Agent, then and in every such case each Grantor, Collateral Agent and each other Secured Party shall be restored to their former positions and rights hereunder with respect to the Collateral subject to the security interest created under this Agreement, and all rights, remedies and powers of Collateral Agent and each Grantor shall continue as if no such actions or proceedings had been instituted.

(h) Environmental Liability. In the event that the Collateral Agent is requested to acquire title to an asset for any reason, or take any managerial action of any kind in regard thereto, which in the Collateral Agent's sole discretion may cause the Collateral Agent to be considered an "owner or operator" under any environmental laws or otherwise cause the Collateral Agent to incur, or be exposed to, any environmental liability or any liability under any other federal, state or local law, the Collateral Agent reserves the right to not follow such direction, to resign as Collateral Agent or to arrange for the transfer of the title or control of the asset to a court appointed receiver. Neither the Trustee nor the Collateral Agent will be liable to any Person for any environmental liability or any environmental claims or contribution actions under any federal, state or local law, rule or regulation by reason of the Collateral Agent's actions and conduct as authorized, empowered and directed hereunder or relating to any kind of discharge or release or threatened discharge or release of any hazardous materials into the environment. Neither the Trustee nor the Collateral Agent shall be responsible for any loss incurred by the Secured Parties by the Collateral Agent's refusal to take actions to acquire title or other actions that may result in it being considered an "owner or operator".

8. Security Interest Absolute. All rights of the Collateral Agent and the security interests granted to the Collateral Agent hereunder, and all obligations of Grantors hereunder, are absolute and unconditional, irrespective of:

- (a) Any lack of validity or enforceability of the Indenture, the Notes or any other Indenture Document; or
- (b) The failure of the Collateral Agent or any holder of a Note:
 - (i) To assert any claim or demand or to enforce any right or remedy under the provisions of the Notes or any other Indenture Document or otherwise, or

(ii) To exercise any right or remedy against any collateral securing any obligations of Grantors owing to the Secured Parties; or

(c) Any change in the time, manner or place of payment of, or in any other term of, all or any of the Indenture Obligations or any other extension, compromise or renewal of any Indenture Obligations; or

(d) Any reduction, limitation, impairment or termination of any Indenture Obligations for any reason (other than the satisfaction and discharge of the Indenture Obligations in full), including any claim of waiver, release, surrender, alteration or compromise (and Grantors hereby waive any right to or claim of any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of any invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Indenture Obligations); or

(e) Any amendment to, rescission, waiver, or other modification of, or any consent to departure from, the Notes or any other Indenture Document; or

(f) Any addition, exchange, release, surrender or nonperfection of any collateral (including the Collateral), or any amendment to or waiver or release of or addition to or consent to departure from any guaranty, for any of the Indenture Obligations; or

(g) Any other circumstances which might otherwise constitute a defense available to, or a legal or equitable discharge of, any Grantor, including, without limitation, any and all suretyship defenses.

9. Indemnity.

(a) Each Grantor jointly and severally agrees to indemnify, reimburse and hold the Collateral Agent, each other Secured Party and their respective successors, assigns, officers, directors, employees, affiliates and agents (hereinafter in this Section 9 referred to individually as "Indemnitee," and collectively as "Indemnitees") harmless from any and all liabilities, obligations, damages, injuries, penalties, claims, demands, actions, suits, judgments and any and all out-of-pocket costs, expenses or disbursements (including reasonable attorneys' fees and expenses) (for the purposes of this Section 9 the foregoing are collectively called "expenses") of whatsoever kind and nature imposed on, asserted against or incurred by any of the Indemnitees in any way relating to or arising out of this Agreement, any other Indenture Document or any other document executed in connection herewith or therewith or in any other way connected with the administration of the transactions contemplated hereby or thereby or the enforcement of any of the terms of, or the preservation of any rights under any thereof, or in any way relating to or arising out of the manufacture, ownership, ordering, purchase, delivery, control, acceptance, lease, financing, possession, operation, condition, sale, return or other disposition, or use of the Collateral (including latent or other defects, whether or not discoverable), the violation of the laws of any country, state or other governmental body or unit, any tort (including claims arising or imposed under the doctrine of strict liability, or for or on

account of injury to or the death of any Person (including any Indemnitee), or property damage), or contract claim; provided, that no Indemnitee shall be indemnified pursuant to this Section 9(a) for losses, damages or liabilities to the extent caused by the gross negligence or willful misconduct of such Indemnitee (as determined by a court of competent jurisdiction in a final and non-appealable decision). Each Grantor agrees that upon written notice by any Indemnitee of the assertion of such a liability, obligation, damage, injury, penalty, claim, demand, action, suit or judgment, the relevant Grantor shall assume full responsibility for the defense thereof. Each Indemnitee agrees to promptly notify the relevant Grantor of any such assertion of which such Indemnitee has knowledge.

(b) Without limiting the application of Section 9(a) hereof, each Grantor agrees, jointly and severally, to pay or reimburse the Collateral Agent for any and all reasonable fees, out-of-pocket costs and expenses of whatever kind or nature incurred in connection with the creation, preservation or protection of the Collateral Agent's Liens on, and security interest in, the Collateral, including all fees and taxes in connection with the recording or filing of instruments and documents in public offices, payment or discharge of any taxes or Liens upon or in respect of the Collateral, premiums for insurance with respect to the Collateral and all other fees, out-of-pocket costs and expenses in connection with protecting, maintaining or preserving the Collateral and the Collateral Agent's interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions, suits or proceedings arising out of or relating to the Collateral.

(c) Without limiting the application of Section 9(a) or (b) hereof, each Grantor agrees, jointly and severally, to pay, indemnify and hold each Indemnitee harmless from and against any loss, out-of-pocket costs, damages and expenses which such Indemnitee may suffer, expend or incur in consequence of or growing out of any misrepresentation by any Grantor in this Agreement, any other Indenture Document or in any writing contemplated by or made or delivered pursuant to or in connection with this Agreement or any other Indenture Documents.

(d) If and to the extent that the obligations of any Grantor under this Section 9 are unenforceable for any reason, such Grantor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations which is permissible under applicable law.

(e) Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Indenture Obligations secured by the Collateral. The indemnity obligations of each Grantor contained in this Section 9 shall continue in full force and effect notwithstanding the full payment of all of the other Indenture Obligations and notwithstanding the full payment of all the Notes issued under the Indenture and the payment of all other Indenture Obligations and notwithstanding the discharge thereof and the occurrence of the Termination Date.

(f) The agreements in this Section shall survive repayment of the Indenture Obligations, all other amounts payable under the Indenture Documents and the resignation or removal of the Collateral Agent.

10. Miscellaneous.

(a) Amendment. None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by each Grantor and the Collateral Agent (with the written consent of the Holders in accordance with the Indenture).

(b) Waiver by Collateral Agent. Collateral Agent may waive any Event of Default without waiving any other prior or subsequent Event of Default. Neither the failure by Collateral Agent to exercise, nor the delay by Collateral Agent in exercising, any right or remedy upon any Event of Default shall be construed as a waiver of such Event of Default or as a waiver of the right to exercise any such right or remedy at a later date. No single or partial exercise by Collateral Agent of any right or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right or remedy hereunder may be exercised at any time. No waiver of any provision hereof or consent to any departure by any Grantor therefrom shall be effective unless the same shall be in writing and signed by Collateral Agent and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to or demand on any Grantor in any case shall of itself entitle such Grantor to any other or further notice or demand in similar or other circumstances.

(c) Costs and Expenses. The Grantors will upon demand pay to Collateral Agent and the Secured Parties the amount of any and all reasonable out-of-pocket costs and expenses (including without limitation, reasonable attorneys' fees and expenses), which Collateral Agent and the Secured Parties may incur in connection with the enforcement of any of the rights of Collateral Agent and the Secured Parties under the Indenture Documents in connection with any Event of Default.

(d) No Third Party Beneficiaries. The agreements of the parties hereto are solely for the benefit of the Grantors, Collateral Agent, and the other Secured Parties and their respective successors and assigns and no other Person shall have any rights hereunder.

(e) Termination; Release. After the Termination Date, this Agreement (including any provision providing for the appointment of Collateral Agent as attorney-in-fact for any Grantor) and the Liens and security interests granted hereunder shall terminate automatically and without further action by any party, and Collateral Agent, at the request and expense of the Company, will execute and deliver to each Grantor the proper instruments acknowledging the termination of this Agreement, and will duly assign, transfer and deliver to each Grantor (without recourse and without any representation or warranty) such of the Collateral as may be in possession of the Collateral Agent and has not theretofore been sold or otherwise applied or released pursuant to this

Agreement. Collateral Agent shall also execute and deliver, at the request and expense of the Company, upon termination of this Agreement, such UCC termination statements, and such other documentation as shall be reasonably requested by any Grantor to effect the termination and release of the Liens and security interests granted by this Agreement.

(f) Governing Law: Submission to Jurisdiction.

(i) THIS AGREEMENT, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE AND MATTERS RELATING TO THE CREATION, VALIDITY, ENFORCEMENT OR PRIORITY OF THE LIENS CREATED BY THIS AGREEMENT, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS RULES THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATION LAW) EXCEPT AS MAY BE REQUIRED BY OTHER MANDATORY PROVISIONS OF LAW.

(ii) Each Grantor hereby submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York State court sitting in New York City for the purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each Grantor hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. To the extent permitted by applicable law, each Grantor further irrevocably agrees to the service of process of any of the aforementioned courts in any suit, action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, return receipt requested, to such Grantor at the address referenced in Section 10(i), such service to be effective upon the date indicated on the postal receipt returned from the Grantor.

(iii) To the extent any Grantor may, in any action or proceeding arising out of or relating to this Agreement, be entitled under any applicable law to require or claim that Collateral Agent or any Secured Party post security for costs or take similar action, such Grantor hereby irrevocably (to the extent permitted by applicable law) waives and agrees not to claim the benefit of such entitlement.

(g) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING HERETO OR THERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE SECURED PARTIES TO ENTER INTO THIS AGREEMENT AND THE OTHER INDENTURE DOCUMENTS.

(h) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be illegal, invalid or unenforceable.

(i) Notices. All notices to permitted or required under this Agreement may be sent as follows:

If to any Grantor: to the address of each Grantor set forth on the signature page hereto.

If to Collateral Agent:

U.S. Bank National Association
Global Corporate Trust Services
60 Livingston Avenue
Mail Code EP-MN-WS3C
St. Paul, Minnesota 55107-1419
Attention: Raymond S. Haverstock, A.M. Castle Corporate Trust Administrator
Telephone: 651-466-6299
Facsimile: 651-466-7429
E-mail: Raymond.haverstock@usbank.com

Dorsey & Whitney LLP
51 West 52nd Street
New York, New York 10019-6119
Attention: Mark Jutsen
Telephone: 212-415-9335
Facsimile: 212-953-7201
E-mail: jutsen.mark@dorsey.com

All notices to any Secured Party permitted or required under this Agreement may be sent to Collateral Agent with a copy to the Trustee.

Any notice required to be given to any Grantor shall be given to all Grantors.

Unless otherwise specifically provided herein, any notices or other communications required or permitted hereunder shall be in writing, and shall be sufficiently given if made by hand delivery, by telecopier or registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below each party's name on the signature pages hereto. Each of the parties by written notice to each other may designate additional or different addresses for notices to such Person. Any notice or communication to the parties shall be deemed to have been given or made as of the date so delivered if personally delivered; when receipt is acknowledged, if faxed; and five (5) calendar days after mailing if sent by

registered or certified mail, postage prepaid (except that a notice of change of address or a notice sent by mail to the Collateral Agent shall not be deemed to have been given until actually received by the addressee).

(j) Binding Effect and Assignment. This Agreement (i) creates a continuing security interest in the Collateral, (ii) shall be binding on each Grantor and its successors and assigns, and (iii) shall inure to the benefit of Collateral Agent and its successors and assigns. Neither Collateral Agent's nor Grantors' rights and obligations hereunder may be assigned or otherwise transferred without the prior written consent of the other party, except that Collateral Agent's rights under the Agreement may be assigned to any Person to whom the Indenture Obligations are validly assigned in accordance with the Indenture Documents.

(k) Cumulative Rights. All rights and remedies of Collateral Agent hereunder are cumulative of each other and of every other right or remedy that Collateral Agent may otherwise have at law or in equity or under any of the other Indenture Documents, and the exercise of one or more of such rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies. Further, except as specifically noted as a waiver herein, no provision of this Agreement is intended by the parties to this Agreement to waive any rights, benefits or protection afforded to Collateral Agent under the UCC.

(l) Gender and Number. Within this Agreement, words of any gender shall be held and construed to include the other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless in each instance the context requires otherwise.

(m) Descriptive Headings. The headings in this Agreement are for convenience only and shall in no way enlarge, limit or define the scope or meaning of the various and several provisions hereof.

(n) Intercreditor Agreement.

(i) The Liens, security interests and rights granted hereunder or under any other Collateral Agreement in favor of Collateral Agent for the benefit of itself, the Trustee and the Holders in respect of the Collateral and the exercise of any right related thereto thereby shall be subject, in each case, to the terms of the Intercreditor Agreement and the Senior Intercreditor Agreement.

(ii) In the event of any direct conflict between the express terms and provisions of this Agreement or any Collateral Agreement and of the Intercreditor Agreement, the terms and provisions of the Intercreditor Agreement shall control.

(iii) Notwithstanding anything to the contrary herein, any provision hereof that requires any Grantor to (i) deliver any Collateral to Collateral Agent or (ii) provide that the Collateral Agent have control over such Collateral may be satisfied by (A) the delivery of such Collateral by such Grantor to the Senior Credit Facility Agent for the benefit of the lenders party to the Senior Credit Facility and Collateral Agent for the benefit of itself, the Trustee and the Holders

pursuant to Section 5.1 of the Intercreditor Agreement and (B) providing that the Senior Credit Facility Agent be provided with control with respect to such Collateral of such Grantor for the benefit of the lenders party to the Senior Credit Facility and Collateral Agent for the benefit of itself, the Trustee and the Holders pursuant to Section 5.1 of the Intercreditor Agreement.

(o) Additional Grantors. Additional Subsidiaries may become a party to this Agreement by the execution of a Security Agreement Joinder and delivery of such other supporting documentation, corporate governance and authorization documents, and an opinion of counsel, as required by Section 4.21 of the Indenture.

[Signature Pages Follow]

EXECUTED as of the date first written above.

GRANTORS:

A. M. CASTLE & CO., a Maryland corporation

By: /s/ Marec E. Edgar

Name: Marec E. Edgar

Title: Executive Vice President, General
Counsel, Secretary & Chief Administrative
Officer

Address:

1420 Kensington Road-Suite 220

Oak Brook, IL 60523

KEYSTONE TUBE COMPANY, LLC, a

Delaware limited liability company

By: /s/ Marec E. Edgar

Name: Marec E. Edgar

Title: Secretary

Address:

1420 Kensington Road-Suite 220

Oak Brook, IL 60523

TOTAL PLASTICS, INC., a Michigan corporation

By: /s/ Marec E. Edgar

Name: Marec E. Edgar

Title: Secretary

Address:

2810 N. Burdick St.

Kalamazoo, MI 49004

Pledge and Security Agreement

ANNEX A

FORM OF AGREEMENT REGARDING UNCERTIFICATED SECURITIES,
LIMITED LIABILITY COMPANY INTERESTS AND PARTNERSHIP INTERESTS

AGREEMENT (as amended, modified, restated and/or supplemented from time to time, this “Agreement”), dated as of [], 201 [], among the undersigned pledgor (the “Pledgor”), [], not in its individual capacity but solely as Collateral Agent (the, “Pledgee”), and [] as the issuer of the Uncertificated Securities, Limited Liability Company Interests and/or Partnership Interests (each as defined below) (the “Issuer”).

WITNESSETH :

WHEREAS, the Pledgor[, certain of its affiliates] and the Pledgee have entered into a Pledge and Security Agreement, dated as of May 19, 2016 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”), under which, among other things, in order to secure the payment of the Indenture Obligations (as defined in the Security Agreement), the Pledgor has or will pledge to the Pledgee for the benefit of the Secured Parties (as defined in the Security Agreement), and grant a security interest in favor of the Pledgee for the benefit of the Secured Parties in, all of the right, title and interest of the Pledgor in and to any and all [“uncertificated securities” (as defined in Section 8-102(a)(18) of the Uniform Commercial Code, as adopted in the State of New York) (“Uncertificated Securities”)] [Partnership Interests (as defined in the Security Agreement)] [Limited Liability Company Interests (as defined in the Security Agreement)], from time to time issued by the Issuer, whether now existing or hereafter from time to time acquired by the Pledgor (with all of such [Uncertificated Securities] [Partnership Interests] [Limited Liability Company Interests] being herein collectively called the “Issuer Pledged Interests”); and

WHEREAS, the Pledgor desires the Issuer to enter into this Agreement in order to perfect the security interest of the Pledgee under the Pledge Agreement in the Issuer Pledged Interests, to vest in the Pledgee control of the Issuer Pledged Interests and to provide for the rights of the parties under this Agreement;

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

1. The Pledgor hereby irrevocably authorizes and directs the Issuer, and the Issuer hereby agrees, to comply with any and all instructions and orders originated by the Pledgee (and its successors and assigns) regarding any and all of the Issuer Pledged Interests without the further consent by the registered owner (including the Pledgor), and, following its receipt of a notice from the Pledgee stating that the Pledgee is exercising exclusive control of the Issuer Pledged Interests, not to comply with any instructions or orders regarding any or all of the Issuer Pledged Interests originated by any person or entity other than the Pledgee (and its successors and assigns) or a court of competent jurisdiction.

- (b) if to the Pledgee, at the address given in Section 4 hereof;
- (c) if to the Issuer, at:

or at such other address as shall have been furnished in writing by any person described above to the party required to give notice hereunder. As used in this Section 6, "Business Day" means any day other than a Saturday, Sunday, or other day in which banks in New York are authorized to remain closed.

7. This Agreement shall be binding upon the successors and assigns of the Pledgor and the Issuer and shall inure to the benefit of and be enforceable by the Pledgee and its successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument. In the event that any provision of this Agreement shall prove to be invalid or unenforceable, such provision shall be deemed to be severable from the other provisions of this Agreement which shall remain binding on all parties hereto. None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever except in writing signed by the Pledgee, the Issuer and the Pledgor.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflict of laws.

IN WITNESS WHEREOF, the Pledgor, the Pledgee and the Issuer have caused this Agreement to be executed by their duly elected officers duly authorized as of the date first above written.

[_____] ,
as Pledgor

By _____
Name:
Title:

U.S. Bank National Association, not in its individual capacity but solely as Collateral Agent and Pledgee

By _____
Name:
Title:

By _____
Name:
Title:

[_____],
as the Issuer

By _____
Name:
Title:

ANNEX B

GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, [Name of Grantor], a (the "Grantor") with principal offices at , hereby grants to U.S. Bank National Association, as Collateral Agent, with principal offices at [Address], (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all proceeds (as such term is defined in the Uniform Commercial Code of the State of New York as in effect from time to time) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Pledge and Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of May 19, 2016 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the _____ day of _____, _____.

[NAME OF GRANTOR], Grantor

By _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the _____ day of _____, _____.

U.S. Bank National Association, as Collateral Agent
and Grantee

By _____
Name:
Title:

By _____
Name:
Title:

SCHEDULE A

MARK

REG. NO.

REG. DATE

ANNEX C

GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, [Name of Grantor], a (the "Grantor") with principal offices at , hereby grants to U.S. Bank National Association, as Collateral Agent, with principal offices at [Address], (the "Grantee"), a continuing security interest in (i) all of the Grantor's rights, title and interest in, to and under the United States patents (the "Patents") set forth on Schedule A attached hereto, in each case together with (ii) all proceeds (as such term is defined in the Uniform Commercial Code of the State of New York as in effect from time to time) and products of the Patents, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Pledge and Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of May 19, 2016 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the _____ day of _____, _____.

[NAME OF GRANTOR], Grantor

By _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the _____ day of _____, _____.

U.S BANK NATIONAL ASSOCIATION, as
Collateral Agent and Grantee

By _____
Name:
Title:

By _____
Name:
Title:

STATE OF)
) ss:
COUNTY OF)

On this day of , , before me personally came who, being by me duly sworn, did state as follows: that [s]he is of [Name of Grantor], that [s]he is authorized to execute the foregoing Grant on behalf of said and that [s]he did so by authority of the Board of Directors of said .

Notary Public

STATE OF)
) ss:
COUNTY OF)

On this day of , before me personally came who, being by me duly sworn, did state as follows: that [s]he is of U.S. Bank National Association, that [s]he is authorized to execute the foregoing Grant on behalf of said and that [s]he did so by authority of the Board of Directors of said .

Notary Public

SCHEDULE A

PATENT

PATENT NO.

ISSUE DATE

ANNEX D

**GRANT OF SECURITY INTEREST
IN UNITED STATES COPYRIGHTS**

WHEREAS, [Name of Grantor], a _____ (the "Grantor"), having its chief executive office at _____, is the owner of all right, title and interest in and to the United States copyrights and associated United States copyright registrations and applications for registration set forth in Schedule A attached hereto;

WHEREAS, U.S. Bank National Association,, as Collateral Agent, having its principal offices at [address] (the "Grantee"), desires to acquire a security interest in said copyrights and copyright registrations and applications therefor; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the copyrights and copyright registrations and applications therefor described above.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Pledge and Security Agreement, dated as of May 19, 2016, made by the Grantor, the other Grantors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"), the Grantor hereby assigns to the Grantee as collateral security, and grants to the Grantee a continuing security interest in, to and under (i) the copyrights and copyright registrations and applications therefore set forth in Schedule A attached hereto (the "Copyrights"), (ii) all proceeds (as such term is defined in the Uniform Commercial Code of the State of New York as in effect from time to time) and products of the Copyrights, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Copyrights or unfair competition regarding the same.

Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Copyrights acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the _____ day of _____, _____.

[NAME OF GRANTOR], Grantor

By _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the _____ day of _____, _____.

U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent and Grantee

By _____
Name:
Title:

By _____
Name:
Title:

STATE OF)
) ss:
COUNTY OF)

On this day of , , before me personally came , who being duly sworn, did depose and say that [s]he is of [Name of Grantor], that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Notary Public

STATE OF)
) ss.:
COUNTY OF)

On this day of , , before me personally came who, being by me duly sworn, did state as follows: that [s]he is of U.S. BANK NATIONAL ASSOCIATION, that [s]he is authorized to execute the foregoing Grant on behalf of said and that [s]he did so by authority of the Board of Directors of said .

Notary Public

ANNEX E

FORM OF
PLEDGE AND SECURITY AGREEMENT JOINDER

This SECURITY AGREEMENT JOINDER (as the same may from time to time be amended, restated, supplemented or otherwise modified, this "Agreement"), is made as of the [] day of [], [] by [], a [] [] ("New Grantor"), in favor of U.S. Bank National Association, a national banking association, as the collateral agent ("Collateral Agent"), for the benefit of the Secured Parties (as defined in the Security Agreement).

WHEREAS, A.M. Castle & Co., a Maryland corporation (the "Company") entered into an Indenture, dated as of May 19, 2016, (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), pursuant to which the Company has issued 12.750% Senior Secured Notes due 2018 in a principal amount of \$204,519,000 (and, together with any additional notes that may be issued by the Company from time to time thereunder or exchanged therefor or for such additional notes, the "Notes");

WHEREAS, in connection with the Indenture, certain of the Company's subsidiaries (such subsidiaries, together with the Company, each, a "Grantor" and, collectively, the "Grantors") entered into that certain Pledge and Security Agreement, dated as of May 19, 2016 (as the same may from time to time be amended, restated or otherwise modified, the "Security Agreement"), pursuant to which the Grantors granted to the Collateral Agent, for the benefit of the Secured Party, a security interest in and pledge of substantially all of their assets;

WHEREAS, New Grantor, a subsidiary of the Company, deems it to be in the direct pecuniary and business interests of New Grantor that the Company continue to obtain from the Secured Parties the financial accommodations provided for in the Indenture;

WHEREAS, New Grantor understands that the Secured Parties are willing to continue grant such financial accommodations only upon certain terms and conditions, one of which is that New Grantor grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and a collateral assignment of New Grantor's Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation granted to the Company by the Secured Parties, and for other valuable consideration;

WHEREAS, pursuant to Section 4.22 of the Indenture and Section 10(o) of the Security Agreement, New Grantor has agreed that, effective on [], [] (the "Joinder Effective Date"), New Grantor shall become a party to the Security Agreement and shall become a "Grantor" thereunder; and

WHEREAS, except as specifically defined herein, capitalized terms used herein that are defined in the Security Agreement shall have their respective meanings ascribed to them in the Security Agreement;

NOW, THEREFORE, in consideration of the benefits accruing to New Grantor, the receipt and sufficiency of which are hereby acknowledged, New Grantor hereby makes the following representations and warranties to the Collateral Agent and the Secured Parties, covenants to the Collateral Agent and the Secured Parties, and agrees with the Collateral Agent as follows:

Section 1. Assumption and Joinder. On and after the Joinder Effective Date:

(a) New Grantor hereby irrevocably and unconditionally assumes, agrees to be liable for, and agrees to perform and observe, each and every one of the covenants, rights, promises, agreements, terms, conditions, obligations, appointments, duties and liabilities of a "Grantor" under the Security Agreement and all of the other Indenture Documents (as defined in the Indenture) applicable to it as a Grantor under the Security Agreement;

(b) New Grantor shall become bound by all representations, warranties, covenants, provisions and conditions of the Security Agreement and each other Indenture Document applicable to it as a Grantor under the Security Agreement, as if New Grantor had been the original party making such representations, warranties and covenants; and

(c) all references to the term "Grantor" in the Security Agreement or in any other Indenture Document, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be a reference to, and shall include, New Grantor.

Section 2. Grant of Security Interests. In consideration of and as security for the full and complete payment, and performance when due, of all of the Obligations, New Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of New Grantor's Collateral.

Section 3. Representations and Warranties of New Grantor. New Grantor hereby represents and warrants to Collateral Agent and each Secured Party that:

(a) New Grantor has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder and under the Security Agreement and any other Indenture Document to which it is a party. The execution, delivery and performance of this Agreement by New Grantor and the performance of its obligations under this Agreement, the Security Agreement, and any other Indenture Document have been duly authorized by the board of directors of New Grantor and no other corporate proceedings on the part of New Grantor are necessary to authorize the execution, delivery or performance of this Agreement, the transactions contemplated hereby or the performance of its obligations under this Agreement, the Security Agreement or any other Indenture Document. This Agreement has been duly executed and delivered by New Grantor. This Agreement, the Security Agreement and each Indenture Document constitutes the legal, valid and binding obligation of New Grantor enforceable against it in accordance with its respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by general principles of equity, whether such enforceability is considered in a proceeding at law or in equity.

(b) Attached hereto as Exhibit A are supplemental schedules to the Indenture, which schedules set forth the information required by the Indenture with respect to New Grantor.

(c) Each of the representations and warranties set forth in the Security Agreement are true and correct in all material respects on as and as of the date hereof as such representations and warranties apply to New Grantor (except to the extent that any such representations and warranties expressly relate to an earlier date) with the same force and effect as if made on the date hereof.

Section 4. Further Assurances. At any time and from time to time, upon Collateral Agent's request and at the sole expense of New Grantor, New Grantor will promptly and duly execute and deliver to Collateral Agent any and all further instruments and documents and take such further action as Collateral Agent reasonably deems necessary or appropriate to effect the purposes of this Agreement.

Section 5. Notice. All notices, requests, demands and other communications to New Grantor provided for under the Security Agreement and any other Indenture Document shall be addressed to New Grantor at the address specified on the signature page of this Agreement, or at such other address as shall be designated by New Grantor in a written notice to Collateral Agent and the Secured Parties.

Section 6. Binding Nature of Agreement. All provisions of the Security Agreement and the other Indenture Documents shall remain in full force and effect and be unaffected hereby. This Agreement shall be binding upon New Grantor and shall inure to the benefit of Collateral Agent and the Secured Parties, and their respective successors and permitted assigns.

Section 7. Miscellaneous. This Agreement may be executed by facsimile signature, that, when so executed and delivered, shall be deemed to be an original.

Section 8. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York, without regard to principles of conflicts of laws.

[Remainder of page left intentionally blank]

JURY TRIAL WAIVER. NEW GRANTOR HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG NEW GRANTOR, THE COMPANY, COLLATERAL AGENT AND THE SECURED PARTIES, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Security Agreement Joinder as of the date first written above.

Address: _____

[NEW GRANTOR]

By: _____

Name:

Attention: _____

Title:

EXHIBIT A

Supplemental Schedules