**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: March 27, 2020**
(Date of earliest event reported)

# A. M. CASTLE & CO.

(Exact name of registrant as specified in its charter)

| **Maryland** | **1-5415** | **36-0879160** |
|---|---|---|
| (State or other jurisdiction of incorporation) | (Commission File Number) | (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 13 e-4(c) under the Exchange Act (17 CFR 240.13 e-4(c))

Securities registered pursuant to Section 12(g) of the Act:

| **Title of each class** | **Trading symbol(s)** | **Name of each exchange on which registered** |
|---|---|---|
| ***Common Stock, Par Value $0.01 Per Share*** | ***CTAM*** | ***OTCQX Best Market*** |

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company [ ]

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. [ ]

**Item 1.01 – Entry into a Material Definitive Agreement**

*The New Notes*

*Indenture*

As part of the Exchange Offer (as defined below), on March 27, 2020, A.M. Castle & Co. (the "Company") issued $95,134,866 aggregate principal amount of its New Notes (as defined below). The New Notes are guaranteed on a senior basis by all current and future domestic subsidiaries (other than those designated as "Unrestricted Subsidiaries") of the Company (the "Guarantors").

The New Notes were issued pursuant to an indenture (the "Indenture"), which the Company and the Guarantors entered into with Wilmington Savings Fund Society, FSB, as Trustee and Collateral Agent, on March 27, 2020. The New Notes are, secured by a lien on all or substantially all of the assets of the Company, its domestic subsidiaries and certain of its foreign subsidiaries, which lien the Collateral Agent has agreed will be junior to the lien of the Agent (as defined below) under the Amended Credit Facility described below.

The New Notes are convertible into shares of the Company's common stock at any time at the initial conversion 2.1939631 shares of common stock per $1.00 principal amount of New Notes. 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, using a 20 trading day observation period. Upon conversion, the Company will pay and/or deliver, as the case may be, cash, shares of the Company's common stock or a combination of cash and shares of the Company's common stock, at the Company's election, together with cash in lieu of fractional shares.

New Notes that are deemed, in accordance with the Indenture, to have been converted in connection with a "Fundamental Change" (as defined in the Indenture) are convertible, for each $1.00 principal amount of the New Notes, into that number of shares of the Company's common stock equal to the greater of (a) $1.00 divided by the then applicable conversion price and (b) $1.00 divided by the stock price with respect to such Fundamental Change, subject to other provisions of the Indenture.

The New Notes are guaranteed, jointly and severally, by certain subsidiaries of the Company. The New Notes and the related guarantees are secured by a lien on substantially all of the Company's and the guarantors' assets, subject to certain exceptions pursuant to certain collateral documents pursuant to the Indenture. The terms of the New Notes contain numerous covenants imposing financial and operating restrictions on the Company's business. These covenants place restrictions on the Company's ability and the ability of its subsidiaries to, among other things, pay dividends, redeem stock or make other distributions or restricted payments; incur indebtedness or issue certain stock; make certain investments; create liens; agree to certain payment restrictions affecting certain subsidiaries; sell or otherwise transfer or dispose assets; enter into transactions with affiliates; and enter into sale and leaseback transactions.

The New Notes may not be redeemed by the Company in whole or in part at any time, subject to certain exceptions provided under the Indenture. In addition, if a Fundamental Change occurs at any time, each holder of any New Notes has the right to require the Company to repurchase such holder's New Notes for cash at a repurchase price equal to 100% of the principal amount thereof, together with accrued and unpaid interest thereon, subject to certain exceptions.

The Company must use the net proceeds of material sales of collateral, which proceeds are not used for other permissible purposes, to make an offer of repurchase to holders of the New Notes. Indebtedness for borrowings under the Amended Credit Facility is subject to acceleration upon the occurrence of specified defaults or events of default, including failure to pay principal or interest, the inaccuracy of any representation or warranty of any obligor under the New Notes, failure by an obligor under the New Notes to perform certain covenants, the invalidity or impairment of the Collateral Agent's lien on its collateral or of any applicable guarantee, and certain adverse bankruptcy-related and other events.

The New Notes will bear interest at a rate of 3.00% per annum if paid in cash or 5.00% if paid in kind per annum, payable quarterly. The New Notes will mature on August 31, 2024 and are convertible, at the option of the holders, into shares of the Company's common stock.

*Registration Rights Agreement*

On March 27, 2020, the Company and certain stockholders (the "Relevant Stockholders") entered into an amended and restated registration rights agreement relating to the New Notes (the "A&R Registration Rights Agreement"). Under the Registration Rights Agreement, the Company has granted registration rights to the Relevant Stockholders with respect to certain Registrable Securities.

*Initial Registration*. Pursuant to the A&R Registration Rights Agreement, the Company is required to prepare a registration statement on Form S-3 covering the resale of Initial Registrable Securities (as defined in the A&R Registration Rights Agreement) and, as soon as reasonably practicable, file the registration statement with the SEC. The registration statement must be filed on or before the later of (i) 90 days after the closing date of the Exchange Offer and (ii) the date specified in a written notice to the Company by the holders of at least a majority of the Registrable Securities (calculated on an as-converted basis). The registration statement must cover (i) the shares of common stock issued to the Relevant Stockholders pursuant to the Exchange Offer plus (ii) 125% of the number of shares of common stock issuable upon conversion of the New Notes (without regard to any payments made in respect of any premium, make-whole premium or fundamental change) as of the business day immediately preceding the filing deadline for registration statement and, to the extent permitted by SEC guidance, must also include an indeterminate number of shares of common stock issuable upon conversion of the New Notes as a result of adjustments to the conversion rate pursuant to the indenture for the New Notes. The term "Initial Registrable Securities" includes (i) the shares of common stock beneficially owned by the Relevant Stockholders, their affiliates and funds and trusts managed by and under common management with such Relevant Stockholders at the Initial Filing Determination Date (as defined in the A&R Registration Rights Agreement) (including shares of common stock issued pursuant to the Exchange Offer and shares of common stock acquired after the closing date of the Exchange Offer, including as a result of the beneficial ownership of derivative securities other than the Notes); (ii) the Conversion Shares issued or issuable pursuant to the terms of the New Notes beneficially owned by the Relevant Stockholders, their affiliates and funds and trusts managed by and under common management with such Relevant Stockholders at the Initial Filing Determination Date (including Notes issued pursuant to the Exchange Offer and Notes acquired after the closing date of the Exchange Offer); (iii) any shares of capital stock of the Company issued or issuable to Relevant Stockholders, their affiliates and funds and trusts managed by and under common management with such Relevant Stockholders with respect to the Notes or the common stock described in clauses (i) and (ii), as a result of any stock split, stock dividend, recapitalization, exchange or similar event or otherwise, in each case without regard to any limitations on conversion, amortization and/or redemption of the New Notes; and (iv) for the avoidance of doubt, any shares of capital stock of the Company that would become issuable to Relevant Stockholders, their affiliates and funds and trusts managed by and under common management with such Relevant Stockholders by conversion of the Notes upon the consummation of the amendment to the Company's articles of amendment and restatement and any other similar organizational documents as contemplated by Section 14.05(b) of the Indenture. The Company will be required to use its commercially reasonable efforts to have the registration statement declared effective by the SEC as soon as reasonably practicable, but in no event later than the fifth business day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that such registration statement will not be reviewed or will not be subject to further review.

*Additional Registration*. From time to time, the Relevant Stockholders may, by written notice to the Company, request that an amount of Additional Registrable Securities be registered on a registration statement filed with the SEC. The term "Additional Registrable Securities" means, as of any time, (i) any shares of common stock beneficially owned by Relevant Stockholders, their affiliates and funds and trusts managed by and under common management with such Relevant Stockholders (including as a result of the beneficial ownership of Notes or other derivative securities) whose resale is not then covered by any Registration Statement (as defined in the A&R Registration Rgiths Agreement) that has been filed pursuant to the A&R Registration Rights Agreement and is either effective or is in the process of being cleared by the SEC; (ii) any shares of capital stock of the Company issued or issuable to Relevant Stockholders, their affiliates and funds and trusts managed by and under common management with such Relevant Stockholders with respect to the Notes or the common stock, as applicable, as a result of any stock dividend, stock split, combination, reorganization and similar event or otherwise, without regard to any limitations on conversion, amortization and/or redemption of the New Notes; and (iii) for the avoidance of doubt, any shares of capital stock of the Company that would become issuable by conversion of the New Notes to any Investor, their affiliates and funds and trusts managed by and under common management with any such Investor upon the consummation of the amendment to the Company's articles of amendment and restatement and any other similar organizational documents as contemplated by Section 14.05(b) of the Indenture. If the Company receives such notices with respect to an amount of Additional Registrable Securities representing, on an as-converted basis, at least 1.0% of the outstanding shares of common stock, the Company will be required to prepare a registration statement covering the resale of Additional Registrable Securities and, as soon as reasonably practicable, file the registration statement with the SEC. The registration statement must be filed within 30 days after the Company's receipt of the notice triggering such filing obligation. The registration statement must register for resale at least that number of shares of common stock equal to the amount of Additional Registrable Securities determined as of the business day prior to the date such registration statement is initially filed with the SEC, subject to adjustment as provided in the stockholders agreement. Under the A&R Registration Rights Agreement, the Company must provide notice to the Relevant Stockholders of the anticipated filing date of the registration statement not less than five business days prior to the anticipated filing date, and each Investor is required to notify the Company of the number of shares of common stock to be included by it in the registration statement not later than the third business day after receipt of such notice from the Company. The Company will be required to use its commercially reasonable effort to have each such registration statement declared effective by the SEC as soon as reasonably practicable, but in no event later than the date which is the earlier of (x) 90 calendar days after the earlier of the filing date of such registration statement and 30 days after the Company's receipt of the notice triggering such filing obligation and (y) the fifth business day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that such registration statement will not be reviewed or will not be subject to further review.

The term "Registrable Securities" means the Initial Registrable Securities and the Additional Registrable Securities; provided, however, Registrable Securities shall cease to constitute Registrable Securities to the extent such securities may be sold pursuant to Rule 144 promulgated under the Securities Act (or any similar provision then in force) without regard to volume or manner of sale limitations and constitute less than 2.5% of the outstanding common stock on an as-converted basis and on an aggregate basis.

*Underwritten Public Offering*. Pursuant to the A&R Registration Rights Agreement, among other things, any Investor holding Registrable Securities whose resale is covered by an effective registration statement filed pursuant to the A&R Registration Rights Agreement may request that the Company perform its obligations under the A&R Registration Rights Agreement in the form of a firm commitment underwritten public offering. The Company, however, will not be obligated to conduct an underwritten public offering unless the aggregate proceeds reasonably anticipated to be generated, net of underwriting discounts and commissions, equals or exceeds $10 million or unless such Underwritten Offering includes all of the Registrable Securities then owned by the requesting Relevant Stockholders.

The A&R Registration Rights Agreement includes customary indemnification provisions.

*Supplemental Indenture*

On March 27, 2020, the Company, the Guarantors and Wilmington Savings Fund Society, N.A., as trustee for the Existing Notes (as defined below), entered into a supplemental indenture to the indenture governing the Existing Notes (the "Existing Indenture") to provide for, among other things, the elimination or amendment of substantially all of the restrictive covenants, the release of all collateral securing the Company's obligations under the Existing Indenture, and the modification of certain of the events of default and various other provisions contained in the Existing Indenture.

*Intercreditor Agreements*

On March 27, 2020, PNC Bank, National Association (in its capacity as "First Lien Agent"), the Trustee and the Company and certain of its subsidiaries executed an Intercreditor Agreement (the "New Intercreditor Agreement") providing for the lien priority of the first lien facility over the New Notes. The terms and conditions of the New Intercreditor Agreement are substantially consistent with those applicable to the existing intercreditor agreement between the First Lien Agent and the trustee for the Existing Notes (the "Existing Intercreditor Agreement"). On March 27, 2020, PNC Bank, National Association and the trustee for the Existing Notes also entered into an amendment of the existing Intercreditor Agreement to, among other things, remove certain limitations and rights of the Existing Notes with respect to the first lien facility (the "Amendment to the Existing Intercreditor Agreement").

*Amendment to Revolving Credit Facility*

On March 27, 2020, the Company entered into an Amendment No. 2 to its Revolving Credit and Security Agreement (the "Credit Agreement Amendment") by and among the Company, the other borrowers and guarantors party thereto and PNC Bank, National Association as the agent (the "Agent") and the lenders, which amends that certain Revolving Credit and Security Agreement dated as of August 31, 2017 (as amended by the Credit Agreement Amendment, the "Amended Credit Facility") to permit the Exchange Offer to proceed.

Each of the foregoing description of the Indenture, A&R Registration Rights Agreement, Supplemental Indenture, New Intercreditor Agreement, Amendment to the Existing Intercreditor Agreement and Amended Credit Facility does not purport to be complete and is qualified in its entirety by reference to the full text of such document, each of which is filed as an exhibit hereto and is incorporated by reference herein.

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

The information in Item 1.01 under the caption "The New Notes" is incorporated herein by reference.

**Item 3.03 Material Modification to Rights of Security Holders.**

On March 27, 2020, the Company and the trustee under the Existing Indenture relating to the Existing Notes entered into a Supplemental Indenture which materially modified the rights of noteholders who did not tender their Existing Notes in the exchange offer. The information in Item 1.01 under the caption "Supplemental Indenture" is responsive to this item and is incorporated herein by reference.

**Item 8.01 Other Events**

On March 27, 2020, the Company issued a press release, which is attached hereto as Exhibit 99.1 and incorporated by reference herein, announcing the successful completion of the exchange offer (the "Exchange Offer"), launched on February 27, 2020, to issue the Company's new 3.00%/5.00% Convertible Senior PIK Toggle Notes due 2024 (the "New Notes") and shares of its common stock in exchange for its existing 5.00%/7.00% Convertible Senior PIK Toggle Notes due 2022 (the "Existing Notes"). Approximately $190,200,285 in aggregate principal amount of the Existing Notes were tendered and accepted in the Exchange Offer. Pursuant to the terms of the Exchange Offer, Castle issued approximately $95,134,866 in aggregate principal amount of its New Notes and 70,260,676 shares of its common stock. Holders of the Existing Notes who did not tender into this Exchange Offer will retain their Existing Notes. Approximately $ 3,692,717 in aggregate principal amount of Existing Notes remain outstanding after the Exchange Offer.

**Item 9.01 – Financial Statements and Exhibits**

(d) The following exhibits are filed herewith:

| Exhibit Number | Description |
|---|---|
| 4.1 | Indenture governing 3.00%/5.00% Convertible Senior PIK Toggle Notes due 2024, dated March 27, 2020, between the Company, certain of its subsidiaries, and Wilmington Savings Fund Society, FSB, as Trustee and Collateral Agent. |
| 4.2 | Supplemental Indenture relating to the Indenture dated August 31, 2017, dated March 27, 2020, between the Company, certain of its subsidiaries, and Wilmington Savings Fund Society, FSB, as Trustee and Collateral Agent. |
| 10.1 | Amended and Restated Registration Rights Agreement, dated March 27, 2020, among the Company and the stockholders named therein, relating to the 3.00%/5.00% Convertible Senior PIK Toggle Notes due 2024. |
| 10.2 | Intercreditor Agreement, dated as of March 27, 2020, between PNC Bank, National Association and Wilmington Savings Fund Society, FSB, and acknowledged by the Company and certain of its subsidiaries. |
| 10.3 | Amendment to Intercreditor Agreement dated August 31, 2017, dated as of March 27, 2020, between PNC Bank, National Association and Wilmington Savings Fund Society, FSB, and acknowledged by the Company and certain of its subsidiaries. |
| 10.4 | Amendment No. 2 to the Revolving Credit and Security Agreement Revolving Credit dated August 31, 2017, dated as of March 27, 2020, between the Company and certain of its subsidiaries, PNC Bank, National Association, as lender and as administrative and collateral agent, and the other lenders party thereto. |
| 99.1 | Press Release of A.M. Castle & Co. dated March 27, 2020. |

***Cautionary Note Regarding Forward Looking Statements***

The information contained in the press release attached to this Form 8-K and the contents of this Form 8-K should be read in conjunction with our filings made with the Securities and Exchange Commission. This Form 8-K contains "forward-looking statements" within the meaning of the federal securities laws. Forward-looking statements are those that do not relate solely to historical fact. Such forward-looking statements include information concerning our possible or assumed future results of operations, including descriptions of our business strategy, the benefits that we expect to achieve from our working capital management initiative and the timing and anticipated benefits of the exchange offer. These statements often include words such as "believe," "expect," "anticipate," "intend," "predict," "plan," "should," or similar expressions. These statements are not guarantees of performance or results, and they involve risks, uncertainties, and assumptions. Although we believe that these forward-looking statements are based on reasonable assumptions, there are many factors that could affect our actual financial results or results of operations and could cause actual results to differ materially from those in the forward-looking statements. These factors include our ability to effectively manage our operational initiatives and implemented restructuring activities, the impact of volatility of metals prices, the impact of imposed tariffs and/or duties, the cyclical and seasonal aspects of our business, our ability to effectively manage inventory levels, the impact of our substantial level of indebtedness, and our ability to realize the anticipated benefits of the Exchange Offer as well as those risk factors identified in our Annual Report on Form 10-K for the fiscal year ended December 31, 2019. All future written and oral forward-looking statements by us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to above. Except as required by the federal securities laws, we do not have any obligations or intention to release publicly any revisions to any forward-looking statements to reflect events or circumstances in the future, to reflect the occurrence of unanticipated events or for any other reason.

**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.**

By: /s/ Jeremy Steele
Jeremy Steele
Senior Vice President, General Counsel & Secretary

March 27, 2020

**Exhibit 4.1**

**INDENTURE**,
dated as of March 27, 2020

among

**A. M. CASTLE & CO.,**
**THE GUARANTORS PARTY HERETO,**

**WILMINGTON SAVINGS FUND SOCIETY, FSB,**

as Trustee

And
**WILMINGTON SAVINGS FUND SOCIETY, FSB**,

as Collateral Agent

3.00% / 5.00% Convertible Senior Secured PIK Toggle Notes due 2024

CROSS-REFERENCE TABLE*

| *Trust Indenture Act Section* | *Indenture Section* |
|---|---|
| 310(a)(1) | 7.10 |
| (a)(2) | 7.10 |
| (a)(3) | N.A. |
| (a)(4) | N.A. |
| (a)(5) | 7.10 |
| (b) | 7.10 |
| (c) | N.A. |
| 311(a) | 7.11 |
| (b) | 7.11 |
| (c) | N.A. |
| 312(a) | 2.05 |
| (b) | 12.03 |
| (c) | 12.03 |
| 313(a) | 7.06 |
| (b)(1) | 13.03 |
| (b)(2) | 7.06; 7.07 |
| (c) | 7.06; 12.02; 13.03 |
| (d) | 7.06 |
| 314(a) | 4.03;12.02; 12.05 |
| (b) | 13.02 |
| (c)(1) | 12.04 |
| (c)(2) | 12.04 |
| (c)(3) | N.A. |
| (d) | 13.03; 13.04; 13.05 |
| (e) | 12.05 |
| (f) | N.A. |
| 315(a) | 7.01 |
| (b) | 7.05; 12.02 |
| (c) | 7.01 |
| (d) | 7.01 |
| (e) | 6.11 |
| 316(a) (last sentence) | N.A. |
| (a)(1)(A) | N.A. |
| (a)(1)(B) | N.A. |
| (a)(2) | N.A. |
| (b) | 6.07 |
| (c) | 2.12 |
| 317(a)(1) | 6.08 |
| (a)(2) | 6.09 |
| (b) | 2.04 |
| 318(a) | 12.01 |
| (b) | N.A. |
| (c) | 12.01 |

N.A. means not applicable.
* This Cross Reference Table is not part of the Indenture.

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EXHIBITS

Exhibit A FORM OF NOTE

Exhibit B FORM OF CERTIFICATE OF TRANSFER

Exhibit C FORM OF CERTIFICATE OF EXCHANGE

Exhibit D FORM OF CERTIFICATE OF ACQUIRING ACCREDITED INVESTOR

Exhibit E FORM OF SUPPLEMENTAL INDENTURE

INDENTURE dated as of March 27, 2020 among A.M. Castle & Co., a Maryland corporation, the Guarantors (as defined below), Wilmington Savings Fund Society, FSB, as trustee (in such capacity the "Trustee") and Wilmington Savings Fund Society, FSB, as collateral agent (in such capacity the "Collateral Agent").

The Company (as defined below), the Guarantors and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders (as defined below) of the 3.00% / 5.00% Convertible Senior Secured PIK Toggle Notes due 2024.

**ARTICLE 1**

**DEFINITIONS AND INCORPORATION BY REFERENCE**

Section 1.01 Definitions.

"144A Global Note" means a Global Note substantially in the form of Exhibit A hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depositary or its nominee that will be issued in a denomination equal to the outstanding principal amount of the Notes sold in reliance on Rule 144A.

"20-Day VWAP" means, with respect to any Conversion Date, the average of the Daily VWAPs for the 20 consecutive VWAP Trading Days prior to such Conversion Date.

"Accredited Investor" means an "accredited investor" as defined in Rule 501(a) under the Securities Act, who are not also QIBs.

"Acquired Debt" means, with respect to any specified Person:

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Restricted Subsidiary of such specified Person, whether or not such Indebtedness is incurred in connection with, or in contemplation of, such other Person merging with or into, or becoming a Restricted Subsidiary of, such specified Person; and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"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 purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"Agent" means any Registrar, co-registrar, Paying Agent, additional paying agent, Conversion Agent or additional conversion agent.

"AI Global Note" means a Global Note substantially in the form of Exhibit A hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of and registered in the name of the Depositary or its nominee that will be issued in a denomination equal to the outstanding principal amount of the Notes sold to Accredited Investors.

"Applicable Procedures" means, with respect to any transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depositary, Euroclear and Clearstream that apply to such transfer or exchange.

"Asset Sale" means:

(1) the sale, lease, conveyance or other disposition of any assets or rights (other than as a result of an Involuntary Transfer); *provided* that the sale, lease, conveyance or other disposition of all or substantially all of the assets of the Company and its Restricted Subsidiaries taken as a whole will be governed by Article 15 and/or Section 5.01 hereof and not by Section 4.10 hereof; and

(2) the issuance of Equity Interests in any of the Company's Restricted Subsidiaries or the sale of Equity Interests in any of its Restricted Subsidiaries (other than directors' qualifying shares or shares or interests required to be held by foreign nationals pursuant to applicable local law).

Notwithstanding the preceding, none of the following items will be deemed to be an Asset Sale:

(1) any single transaction or series of related transactions that involves assets having a Fair Market Value of less than $1.0 million;

(2) a transfer of assets between or among the Company and its Restricted Subsidiaries;

(3) an issuance of Equity Interests by a Restricted Subsidiary of the Company to the Company or to a Restricted Subsidiary of the Company;

(4) the sale or lease of inventory, products or accounts receivable in the ordinary course of business and any sale or other disposition of damaged, worn-out or obsolete assets in the ordinary course of business;

(5) the licensing of intellectual property in the ordinary course of business (other than any perpetual licensing) which do not materially interfere with the business of the Company and its Restricted Subsidiaries;

(6) the sale or other disposition of cash or Cash Equivalents;

(7) the creation of a Permitted Lien;

(8) to the extent allowable under Section 1031 of the Internal Revenue Code of 1986, any exchange of like property (excluding any "boot" thereon) for use in a Permitted Business;

(9) a Restricted Payment that does not violate Section 4.07 hereof or a Permitted Investment;

(10) the surrender or waiver of litigation rights or the settlement, release or surrender of tort or other litigation claims of any kind; and

(11) the lapse of registered patents, trademarks and other intellectual property or the termination of license agreements related thereto to the extent not economically desirable to maintain or useful in the conduct of the business of the Company and its Restricted Subsidiaries and so long as such lapse is not materially adverse to the interests of the Holders.

"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."

"Bank Product Obligations" shall mean Obligations under the Senior Credit Facility for any service or facility extended to the Company, any Guarantor or any of their Subsidiaries, including credit cards, debit cards, purchase cards, any processing services related to the foregoing, treasury cash management and related services, return items, netting, overdraft and interstate depositary network services and hedging arrangements.

"Bankruptcy Code" shall mean the United States Bankruptcy Code, being Title 11 of the United States Code, as the same now exists or may from time to time hereafter be amended, modified, recodified or supplemented.

"Beneficial Owner" has the meaning assigned to such term in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that in calculating the beneficial ownership of any particular "person" (as that term is used in Section 13(d)(3) of the Exchange Act), such "person" will be deemed to have beneficial ownership of all securities that such "person" has the right to acquire by conversion or exercise of other securities, whether such right is currently exercisable or is exercisable only after the passage of time. The terms "Beneficially Own" and "Beneficially Owned" have a corresponding meaning.

"Board of Directors" means:

(1) with respect to a corporation, the board of directors of the corporation or any committee thereof duly authorized to act on behalf of such board;

(2) with respect to a partnership, the Board of Directors of the general partner of the partnership;

(3) with respect to a limited liability company, the managing member or members or any controlling committee of managing members thereof; and

(4) with respect to any other Person, the board or committee of such Person serving a similar function.

"Business Day" means any day other than a Legal Holiday.

"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; provided that, notwithstanding anything to the contrary, any lease that is treated as an operating lease for purposes of GAAP as of December 14, 2018 shall not be treated as Indebtedness or as a Capital Lease Obligation and shall continue to be treated as an operating lease (and any future lease, if it were in effect on December 14, 2018, that would be treated as an operating lease for purposes of GAAP as of December 14, 2018 shall be treated as an operating lease), in each case for purposes of this Indenture or any documented related thereto, notwithstanding any actual or proposed change in GAAP after December 14, 2018.

"Capital Stock" means:

(1) in the case of a corporation, corporate stock;

(2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;

(3) in the case of a partnership or limited liability company, partnership interests (whether general or limited) or membership interests; and

(4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, but excluding from all of the foregoing any debt securities convertible into Capital Stock, whether or not such debt securities include any right of participation with Capital Stock.

"Cash Equivalents" means:

(1) securities issued or directly and fully guaranteed or insured by the United States government or any agency or instrumentality of the United States government (*provided* that the full faith and credit of the United States is pledged in support of those securities) having maturities of not more than one year from the date of acquisition;

(2) certificates of deposit and eurodollar time deposits with maturities of one year or less from the date of acquisition, bankers' acceptances with maturities not exceeding twelve months and overnight bank deposits, in each case, with any lender party to the Senior Credit Facility or with any domestic commercial bank having capital and surplus in excess of $500.0 million and a Thomson Bank Watch Rating of "B" or better and, with respect to any Foreign Restricted Subsidiary, time deposits, certificates of deposits, overnight bank deposits or bankers acceptances in the currency of any country in which such Foreign Restricted Subsidiary transacts business having maturities of twelve months or less from the date of acquisition issued by any commercial bank that is (a) organized under the laws of such country and (b) has capital and surplus in excess of $500.0 million (or its foreign currency equivalent);

(3) repurchase obligations with a term of not more than seven days for underlying securities of the types described in clauses (1) and (2) above entered into with any financial institution meeting the qualifications specified in clause (2) above;

(4) commercial paper having one of the two highest ratings obtainable from Moody's or S&P and, in each case, maturing within 364 days after the date of acquisition;

(5) money market funds that comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, as amended, and are rated "AAA" by S&P and "AAA" by Moody's;

(6) money market funds at least 90% of the assets of which constitute Cash Equivalents of the kinds described in clauses (1) through (5) of this definition, United States dollars, Canadian dollars, Pounds Sterling and Euros; and

(7) instruments equivalent to those referred to in clauses (1) through (6) of this definition denominated in Euros or any other foreign currency used by the Company or any of its Restricted Subsidiaries to the extent reasonably required in connection with any business conducted by the Company or such Restricted Subsidiary and not for speculative purposes.

"Clearstream" means Clearstream Banking, S.A.

"Close of Business" means 5:00 p.m., Eastern time.

"Collateral" has the meaning assigned to it in the Collateral Documents.

"Collateral Agent" means Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely in its capacity as Collateral Agent, until a successor replaces it in accordance with the applicable provisions of this Indenture and thereafter means the successor serving hereunder.

"Collateral Documents" means the security agreements (including the Security Agreement and any intellectual property security agreements), pledge agreements, Mortgages, collateral assignments, control agreements and related agreements and instruments (including, without limitation, financing statements under the Uniform Commercial Code of the relevant states) and the 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.

"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 depositary shares or other certificates representing common equity interests of such surviving corporation or its direct or indirect parent corporation.

"Company" means A.M. Castle & Co. and any and all successors thereto.

"Consolidated Cash Flow" means, with respect to any specified Person for any period, the Consolidated Net Income of such Person for such period, adjusted as follows (without duplication):

(1) plus an amount equal to any extraordinary loss plus any net loss realized by such Person or any of its Restricted Subsidiaries in connection with an Asset Sale, to the extent such losses were deducted in computing such Consolidated Net Income;

(2) plus provision for taxes based on income or profits of such Person and its Restricted Subsidiaries for such period, to the extent that such provision for taxes was deducted in computing such Consolidated Net Income;

(3) plus the Fixed Charges of such Person and its Restricted Subsidiaries for such period, to the extent that such Fixed Charges were deducted in computing such Consolidated Net Income;

(4) plus depreciation, amortization (including amortization of intangibles but excluding amortization of prepaid cash expenses that were paid in a prior period) and other non-cash charges and expenses (excluding any such non-cash expense to the extent that it represents an accrual of or reserve for cash expenses in any future period or amortization of a prepaid cash expense that was paid in a prior period) of such Person and its Restricted Subsidiaries for such period to the extent that such depreciation, amortization and other non-cash expenses were deducted in computing such Consolidated Net Income;

(5) minus non-cash items increasing such Consolidated Net Income for such period, other than the accrual of revenue in the ordinary course of business, in each case, on a consolidated basis and determined in accordance with GAAP.

Notwithstanding the preceding, the provision for taxes based on the income or profits of, and the depreciation and amortization and other non-cash expenses of, a Restricted Subsidiary of the Company will be added to Consolidated Net Income to compute Consolidated Cash Flow of the Company only to the extent that a corresponding amount would be permitted at the date of determination to be dividended to the Company by such Restricted Subsidiary without prior governmental approval (that has not been obtained), and without direct or indirect restriction pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to that Restricted Subsidiary or its stockholders.

"Consolidated Net Income" means, with respect to any specified Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; *provided* that:

(1) the Net Income (but not loss) of any Person that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting will be included only to the extent of the amount of dividends or similar distributions paid in cash to the specified Person or a Restricted Subsidiary of the Person;

(2) the Net Income of any Restricted Subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Restricted Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Restricted Subsidiary or its stockholders;

(3) the cumulative effect of a change in accounting principles will be excluded;

(4) gains and losses due solely to fluctuations in currency values and the related tax effects determined in accordance with GAAP for such period will be excluded;

(5) non-cash compensation charges or other non-cash expenses or charges arising from the grant of or issuance or re-pricing of stock, stock options or other equity-based awards to the directors, officers and employees of the Company and its Restricted Subsidiaries will be excluded;

(6) any non-cash impairment charge or asset write-off under GAAP and the amortization of intangibles arising under GAAP will be excluded;

(7) gains, losses, charges or expenses due to (i) the early extinguishment of indebtedness or (ii) the application of "fresh-start" accounting (or similar accounting treatments), in each case, will be excluded; and

(8) gains, losses, charges or expenses due to fair value measurements of assets and liabilities under Accounting Standards Codification Topic 815, "Derivatives and Hedging" or under Accounting Standards Codification Topic 820, "Fair Value Measurements and Disclosures" will be excluded.

"Continuing Directors" means, as of any date of determination, any member of the Board of Directors of the Company who:

(1) was a member of such Board of Directors on the Issue Date;

(2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election; or

(3) whose election or nomination to such Board of Directors was authorized under and took place in accordance with the terms of the Stockholders Agreement in effect as of the Issue Date.

"Conversion Price" means at any time an amount equal to $1.00 divided by the applicable Conversion Rate at such time.

"Convertible Indebtedness" means Indebtedness of the Company (excluding the Notes) or any Restricted Subsidiary of the Company that is convertible or exchangeable into Common Stock (and cash in lieu of fractional shares) and/or cash (in an amount determined by reference to the price of such Common Stock).

"Corporate Trust Office of the Trustee" will be at the address of the Trustee specified in Section 12.02 hereof or such other address as to which the Trustee may give notice to the Company.

"Custodian" means the Trustee, as custodian with respect to the Notes in global form, or any successor entity thereto.

"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" 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" 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 14.03) 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" 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 the Board of Directors of the Company 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" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"Definitive Note" means a certificated Note registered in the name of the Holder thereof and issued in accordance with Section 2.06 hereof, substantially in the form of Exhibit A hereto except that such Note shall not bear the Global Note Legend and shall not have the "Schedule of Exchanges of Interests in the Global Note" attached thereto.

"Depositary" means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.03 hereof as the Depositary with respect to the Notes, and any and all successors thereto appointed as depositary hereunder and having become such pursuant to the applicable provision of this Indenture.

"Designated Noncash Consideration" means the Fair Market Value of non-cash consideration received by the Company or any of its Restricted Subsidiaries as a result of an Asset Sale that is so designated as Designated Noncash Consideration pursuant to an Officers' Certificate, setting forth the basis of such valuation, executed by the chief financial officer of the Company, less the amount of cash or Cash Equivalents received in connection with a subsequent sale, conversion or other disposition of such Designated Noncash Consideration.

"Disqualified Stock" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible, or for which it is exchangeable, in each case, at the option of the holder of the Capital Stock), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder of the Capital Stock, in whole or in part, on or prior to the date that is 91 days after the date on which the Notes mature. Notwithstanding the preceding sentence, any Capital Stock that would constitute Disqualified Stock solely because the holders of the Capital Stock have the right to require the Company to repurchase such Capital Stock upon the occurrence of a change of control or an asset sale will not constitute Disqualified Stock if the terms of such Capital Stock provide that the Company may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with Section 4.07 hereof. The amount of Disqualified Stock deemed to be outstanding at any time for purposes of this Indenture will be the maximum amount that the Company and its Restricted Subsidiaries may become obligated to pay upon the maturity of, or pursuant to any mandatory redemption provisions of, such Disqualified Stock, exclusive of accrued dividends.

"Domestic Restricted Subsidiary" means any Restricted Subsidiary of the Company that was formed under the laws of the United States or any state of the United States or the District of Columbia.

"Effective Date" means the date a Fundamental Change occurs or becomes effective.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding the Notes and any Convertible Indebtedness).

"Euroclear" means Euroclear Bank, S.A./N.V., as operator of the Euroclear system.

"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" means the Securities Exchange Act of 1934, as amended.

"Excluded Assets" means the Excluded Assets as defined in the Security Agreement.

"Existing Indebtedness" means Indebtedness of the Company and its Restricted Subsidiaries (other than Indebtedness under the Senior Credit Facility and the Notes) in existence on the Issue Date, including without limitation the Existing Notes, until such amounts are repaid.

"Existing Indenture" means the Indenture, dated as of August 31, 2017, by and among the Company, the subsidiary guarantors party thereto and Wilmington Savings Fund Society, FSB, as trustee and collateral agent (as may be amended, restated or otherwise modified from time to time in accordance with its terms).

"Existing Notes" means the 5.00% / 7.00% Convertible Senior Secured PIK Toggle Notes due 2022 issued under the Existing Indenture (whether issued on the Original Issue Date, issued as Additional Notes (as defined in the Existing Indenture), issued as PIK Notes (as defined in the Existing Indenture), or otherwise issued after the Original Issue Date), as amended or supplemented from time to time in accordance with the terms of the Existing Indenture.

"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) Senior Management 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).

"Fixed Charge Coverage Ratio" means with respect to any specified Person for any period, the ratio of the Consolidated Cash Flow of such Person for such period to the Fixed Charges of such Person for such period. In the event that the specified Person or any of its Restricted Subsidiaries incurs, assumes, guarantees, repays, repurchases, redeems, defeases or otherwise discharges any Indebtedness (other than ordinary working capital borrowings) or issues, repurchases or redeems preferred stock subsequent to the commencement of the period for which the Fixed Charge Coverage Ratio is being calculated and on or prior to the date on which the event for which the calculation of the Fixed Charge Coverage Ratio is made (the "Calculation Date"), then the Fixed Charge Coverage Ratio will be calculated giving pro forma effect to such incurrence, assumption, Guarantee, repayment, repurchase, redemption, defeasance or other discharge of Indebtedness, or such issuance, repurchase or redemption of preferred stock, and the use of the proceeds therefrom, as if the same had occurred at the beginning of the applicable four-quarter reference period.

In addition, for purposes of calculating the Fixed Charge Coverage Ratio:

(1) acquisitions that have been made by the specified Person or any of its Restricted Subsidiaries, including through mergers or consolidations, or any Person or any of its Restricted Subsidiaries acquired by the specified Person or any of its Restricted Subsidiaries, and including any related financing transactions and including increases in ownership of Restricted Subsidiaries, during the four-quarter reference period or subsequent to such reference period and on or prior to the Calculation Date will be given pro forma effect in accordance with Regulation S-X under the Securities Act (other than any pro forma cost or expense savings) as if they had occurred on the first day of the four-quarter reference period;

(2) the Consolidated Cash Flow attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded;

(3) the Fixed Charges attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses (and ownership interests therein) disposed of prior to the Calculation Date, will be excluded, but only to the extent that the obligations giving rise to such Fixed Charges will not be obligations of the specified Person or any of its Restricted Subsidiaries following the Calculation Date;

(4) any Person that is a Restricted Subsidiary on the Calculation Date will be deemed to have been a Restricted Subsidiary at all times during such four-quarter period;

(5) any Person that is not a Restricted Subsidiary on the Calculation Date will be deemed not to have been a Restricted Subsidiary at any time during such four-quarter period; and

(6) if any Indebtedness bears a floating rate of interest, the interest expense on such Indebtedness will be calculated as if the rate in effect on the Calculation Date had been the applicable rate for the entire period (taking into account any Hedging Obligation applicable to such Indebtedness if such Hedging Obligation has a remaining term as at the Calculation Date in excess of 12 months).

"Fixed Charges" means, with respect to any specified Person for any period, the sum, without duplication, of:

(1) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued, including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, imputed interest with respect to Attributable Debt, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net of the effect of all payments made or received pursuant to Hedging Obligations in respect of interest rates;

(2) plus the consolidated interest expense of such Person and its Restricted Subsidiaries that was capitalized during such period;

(3) plus any interest on Indebtedness of another Person that is guaranteed by such Person or one of its Restricted Subsidiaries or secured by a Lien on assets of such Person or one of its Restricted Subsidiaries, whether or not such Guarantee or Lien is called upon;

(4) plus the product of (a) all dividends, whether paid or accrued and whether or not in cash, on any series of preferred stock of such Person or any of its Restricted Subsidiaries, other than dividends on Equity Interests payable solely in Equity Interests of the Company (other than Disqualified Stock) or to the Company or a Restricted Subsidiary of the Company, times (b) a fraction, the numerator of which is one and the denominator of which is one minus the then current combined federal, state and local statutory tax rate of such Person, expressed as a decimal;

(5) less the consolidated interest income of such Person and its Restricted Subsidiaries; in each case, determined on a consolidated basis in accordance with GAAP.

"Foreign Restricted Subsidiary" means any Restricted Subsidiary of the Company that is not a Domestic Restricted Subsidiary.

"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; or

(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).

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 14.01 and Section 14.02).

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, as of the Original Issue Date. Notwithstanding anything to the contrary, any lease that is treated as an operating lease for purposes of GAAP as of December 14, 2018 shall not be treated as Indebtedness or as a Capital Lease Obligation and shall continue to be treated as an operating lease (and any future lease, if it were in effect on December 14, 2018, that would be treated as an operating lease for purposes of GAAP as of December 14, 2018 shall be treated as an operating lease), in each case for purposes of this Indenture or any documented related thereto, notwithstanding any actual or proposed change in GAAP after December 14, 2018.

"Global Note Legend" means the legend set forth in Section 2.06(f)(2) hereof, which is required to be placed on all Global Notes issued under this Indenture.

"Global Notes" means, individually and collectively, each of the Restricted Global Notes and the Unrestricted Global Notes deposited with or on behalf of and registered in the name of the Depositary or its nominee, substantially in the form of Exhibit A hereto and that bears the Global Note Legend and that has the "Schedule of Exchanges of Interests in the Global Note" attached thereto, issued in accordance with Section 2.01, 2.06(b)(3), 2.06(b)(4) or 2.06(d)(2) hereof.

"Government Securities" means direct obligations of, or obligations guaranteed by, the United States of America, and the payment for which the United States pledges its full faith and credit.

"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).

"Guarantors" means (1) each of the Company's Domestic Restricted Subsidiaries existing on the Issue Date (other than any Immaterial Subsidiary), (2) A.M. Castle & Co. (Canada) Inc., a corporation existing under the laws of the province of British Columbia, Canada, (3) Castle Metals de México, S.A. de C.V., a *sociedad anónima de capital variable* organized under the laws of Mexico, (4) Castle Metals de Mexicali, S.A. de C.V., a *sociedad anónima de capital variable* organized under the laws of Mexico, and (5) each of the Company's Restricted Subsidiaries that in the future executes a supplemental indenture in accordance with the provisions of this Indenture in which such Restricted Subsidiary agrees to be bound by the terms of this Indenture as a Guarantor and, in each case, their respective successors and assigns until the Note Guarantee of such Person has been released in accordance with the provisions of this Indenture

"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" means a Person in whose name a Note is registered.

"Immaterial Subsidiary" means, as of any date, any Restricted Subsidiary whose total assets, as of that date, are less than $1.0 million and whose total revenues for the most recent 12-month period do not exceed $1.0 million; *provided* that a Restricted Subsidiary will not be considered to be an Immaterial Subsidiary if it, directly or indirectly, guarantees or otherwise provides direct credit support for any Indebtedness of the Company; *provided*, *further*, that the revenues and total assets of all such Subsidiaries shall not exceed $2.5 million in the aggregate.

"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" means this Indenture, as amended or supplemented from time to time.

"Indirect Participant" means a Person who holds a beneficial interest in a Global Note through a Participant.

"Insolvency or Liquidation Proceeding" means:

(1) any case commenced by or against the Company or any Guarantor under the Bankruptcy Code or any similar federal or state law for the relief of debtors, any other proceeding for the reorganization, recapitalization or adjustment or marshalling of the assets or liabilities of the Company or any Guarantor, any receivership or assignment for the benefit of creditors relating to the Company or any Guarantor or any similar case or proceeding relative to the Company or any Guarantor or its creditors, as such, in each case whether or not voluntary;

(2) any liquidation, dissolution, marshalling of assets or liabilities or other winding up of or relating to the Company or any Guarantor, in each case whether or not voluntary and whether or not involving bankruptcy or insolvency; or

(3) any other proceeding of any type or nature in which substantially all claims of creditors of the Company or any Guarantor are determined and any payment or distribution is or may be made on account of such claims.

"Intercreditor Agreement" means that certain intercreditor agreement, dated as of the Issue Date, by and among the Senior Credit Facility Agent, the Trustee and the Collateral Agent, as the same may be amended, modified, restated, supplemented or replaced from time to time in accordance with its terms.

"Investments" means, with respect to any Person, all direct or indirect investments by such Person in other Persons (including Affiliates) in the forms of loans (including Guarantees or other obligations), advances or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP.

If the Company or any Restricted Subsidiary of the Company sells or otherwise disposes of any Equity Interests of any direct or indirect Subsidiary of the Company such that, after giving effect to any such sale or disposition, such Person is no longer a Restricted Subsidiary of the Company, the Company will be deemed to have made an Investment on the date of any such sale or disposition equal to the Fair Market Value of the Company's Investments in such Restricted Subsidiary that were not sold or disposed of in an amount determined as provided in Section 4.07(d) hereof. The acquisition by the Company or any Restricted Subsidiary of the Company of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Company or such Restricted Subsidiary in such third Person in an amount equal to the Fair Market Value of the Investments held by the acquired Person in such third Person in an amount determined as provided in Section 4.07(d) hereof. Except as otherwise provided in this Indenture, the amount of an Investment will be determined at the time the Investment is made and without giving effect to subsequent changes in value.

"Involuntary Transfer" means, with respect to any property or asset of the Company or any Restricted Subsidiary, (a) any damage to such asset that results in an insurance settlement with respect thereto on the basis of a total loss or a constructive or compromised total loss, (b) the confiscation, condemnation, requisition, appropriation or similar taking regarding such asset by any government or instrumentality or agency thereof, including by deed in lieu of condemnation, or (c) foreclosure or other enforcement of a Lien or the exercise by a holder of a Lien of any rights with respect to it.

"Issue Date" means March 27, 2020.

"Junior Lien Debt" means the Notes Debt.

"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.

"Legal Holiday" means a Saturday, a Sunday or a day on which banking institutions in the City of New York or at a place of payment are authorized by law, regulation or executive order to remain closed. If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue on such payment for the intervening period.

"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.

"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.

"Maturity Date" means, with respect to the Notes, August 31, 2024, unless earlier repurchased or converted.

"Moody's" means Moody's Investors Service, Inc.

"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.

"Net Income" means, with respect to any specified Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends, excluding, however:

(1) any gain (but not loss), together with any related provision for taxes on such gain (but not loss), realized in connection with: (a) any Asset Sale; or (b) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries; and

(2) any extraordinary gain (but not loss), together with any related provision for taxes on such extraordinary gain (but not loss).

"Net Proceeds" means the aggregate cash proceeds received by the Company or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result of the Asset Sale, taxes paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements, and amounts required to be applied to the repayment of Indebtedness, other than Indebtedness under the Senior Credit Facility, secured by a Lien on the asset or assets that were the subject of such Asset Sale and any reserve for adjustment in respect of the sale price of such asset or assets established in accordance with GAAP.

"Non-Recourse Debt" means Indebtedness:

(1) as to which neither the Company nor any of its Restricted Subsidiaries (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness), (b) is directly or indirectly liable as a guarantor or otherwise, or (c) constitutes the lender;

(2) no default with respect to which (including any rights that the holders of the Indebtedness may have to take enforcement action against an Unrestricted Subsidiary) would permit upon notice, lapse of time or both any holder of any other Indebtedness of the Company or any of its Restricted Subsidiaries to declare a default on such other Indebtedness or cause the payment of the Indebtedness to be accelerated or payable prior to its Stated Maturity; and

(3) as to which the lenders have been notified in writing that they will not have any recourse to the stock or assets of the Company or any of its Restricted Subsidiaries.

"Non-U.S. Person" means a Person who is not a U.S. Person.

"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" means the Company's 3.00% / 5.00% Convertible Senior Secured PIK Toggle Notes due 2024, issued in accordance with Section 2.02 (whether issued on the Issue Date, issued as Additional Notes, issued as PIK Notes, or otherwise issued after the Issue Date), as amended or supplemented from time to time in accordance with the terms of this Indenture.

"Notes Debt" shall mean 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" shall mean, collectively, this Indenture, the Notes, the Note Guarantees, the Security Agreement, the other Collateral Documents, 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" shall mean, collectively, (a) the Trustee, (b) the Collateral Agent, (c) the Agents, (d) the Holders of the Notes, (e) each other person to whom any of the Notes Debt are owed and (f) the successors, replacements and assigns of each of the foregoing; sometimes being referred to herein individually as a "Notes Secured Party."

"Obligations" means any principal, interest (including, to the extent legally permitted, all interest accruing after the commencement of any Insolvency or Liquidation Proceeding at the rate provided for in the documentation with respect thereto, including any applicable post-default rate, even if such interest is not enforceable, allowable or allowed as a claim in such proceeding), penalties, fees, expenses, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"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; and

(ii) 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" means, with respect to any Person, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Controller, the Secretary or any Vice-President of such Person.

"Officers' Certificate" means a certificate signed on behalf of the Company by two Officers of the Company, one of whom must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Company, that meets the requirements of Section 12.05 hereof.

"Open of Business" means 9:00 a.m., Eastern time.

"Opinion of Counsel" means an opinion from legal counsel who is reasonably acceptable to the Trustee, that meets the requirements of Section 12.05 hereof. The counsel may be an employee of or counsel to the Company or any Subsidiary of the Company or if the Trustee so elects, in its sole discretion, an employee of or counsel to the Trustee.

"Original Issue Date" means August 31, 2017.

"Participant" means, with respect to the Depositary, Euroclear or Clearstream, a Person who has an account with the Depositary, Euroclear or Clearstream, respectively (and, with respect to DTC, shall include Euroclear and Clearstream).

"Permitted Business" means any business conducted by the Company and its Restricted Subsidiaries on the Issue Date and any business reasonably related, ancillary or complementary to, or reasonable extensions of, the business of the Company and its Restricted Subsidiaries on the Issue Date.

"Permitted Investments" means:

(1) any Investment in the Company or in a Restricted Subsidiary of the Company that is a Guarantor;

(2) any Investment in Cash Equivalents;

(3) any Investment by the Company or any Restricted Subsidiary of the Company in a Person, if as a result of such Investment:

(a) such Person becomes a Restricted Subsidiary of the Company and a Guarantor; or

(b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or a Restricted Subsidiary of the Company that is a Guarantor;

(4) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with Section 4.10 hereof or any disposition of assets and rights not constituting an Asset Sale;

(5) any acquisition of assets or Capital Stock solely in exchange for the issuance of Equity Interests (other than Disqualified Stock) of the Company;

(6) any Investments received in compromise or resolution of (A) obligations of trade creditors or customers that were incurred in the ordinary course of business of the Company or any of its Restricted Subsidiaries, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer; or (B) litigation, arbitration or other disputes;

(7) Investments represented by Hedging Obligations permitted under clause (8) of the definition of Permitted Debt;

(8) loans or advances to directors, officers and employees made in the ordinary course of business of the Company or any Restricted Subsidiary of the Company in an aggregate principal amount not to exceed $1.0 million at any one time outstanding;

(9) repurchases of the Notes;

(10) (i) accounts, chattel paper and notes receivable owing to the Company or any Restricted Subsidiary and advances to suppliers, if created, acquired or made in the ordinary course of business, (ii) endorsements for collection or deposit in the ordinary course of business, (iii) lease, utility and similar deposits and deposits with suppliers in the ordinary course of business, (iv) extensions of trade credit in the ordinary course of business and (v) deposits made in the ordinary course to secure operating leases;

(11) Investments existing on the Issue Date or made pursuant to binding commitments in effect on the Issue Date;

(12) Investments (a) in Foreign Restricted Subsidiaries or joint ventures by the Company or any Restricted Subsidiary, which Investment has an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (12)(a) that are at the time outstanding, not to exceed $25.0 million, (b) in Foreign Restricted Subsidiaries by any other Foreign Restricted Subsidiary and (c) consisting of Guarantees by the Company or any Restricted Subsidiary of Indebtedness incurred by a Foreign Restricted Subsidiary pursuant to clause (16) or (18) of the definition of Permitted Debt; and

(13) other Investments in any Person having an aggregate Fair Market Value (measured on the date each such Investment was made and without giving effect to subsequent changes in value), when taken together with all other Investments made pursuant to this clause (13) that are at the time outstanding, not to exceed $5.0 million;

*provided* that, notwithstanding anything to the contrary in the foregoing, an Investment in any Convertible Indebtedness shall not constitute a Permitted Investment.

"Permitted Liens" means:

(1) Liens securing Permitted Debt described in clause (1) of the definition thereof and related Obligations, Bank Product Obligations and Hedging Obligations, which Liens shall be Liens securing "First Lien Debt" for purposes of the Intercreditor Agreement;

(2) Liens securing (i) Indebtedness incurred pursuant to Sections 4.09(b)(3) and 4.09(b)(19) and any Obligations in respect of any of the foregoing and under the Note Documents relating to any of the foregoing Obligations, which Liens shall be Liens securing "Junior Lien Debt" for purposes of the Intercreditor Agreement;

(3) Liens in favor of the Company or the Guarantors;

(4) Liens on property of a Person existing at the time such Person is merged with or into or consolidated with the Company or any Restricted Subsidiary of the Company; *provided* that such Liens were in existence prior to the contemplation of such merger or consolidation and do not extend to any assets other than those of the Person merged into or consolidated with the Company or the Subsidiary;

(5) Liens on property (including Capital Stock) existing at the time of acquisition of the property by the Company or any Restricted Subsidiary of the Company; *provided* that such Liens were in existence prior to, such acquisition, and not incurred in contemplation of, such acquisition;

(6) Liens to secure the performance of statutory obligations or Indebtedness in respect of commercial letters of credit, performance bonds, surety bonds or like obligations in respect of performance guarantees or similar commitments of the Company or any of its Restricted Subsidiaries incurred in the ordinary course of business;

(7) Liens to secure Permitted Debt (including Capital Lease Obligations) described in clause (4) of the definition thereof covering only the assets acquired with or financed by such Indebtedness and Liens on assets that are the subject of a sale leaseback transaction relating to Attributable Debt incurred pursuant to clause (19) of the definition of Permitted Debt;

(8) Liens existing on the Issue Date;

(9) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted; *provided* that any reserve or other appropriate provision as is required in conformity with GAAP has been made therefor;

(10) Liens imposed by law, such as carriers', warehousemen's, landlord's and mechanics' Liens, in each case, incurred in the ordinary course of business;

(11) (i) survey exceptions, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real property that were not incurred in connection with Indebtedness and that do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person and (ii) with respect to any real estate located in Canada, reservations, limitations, provisos and conditions expressed in any original grant from the Federal government of Canada or Her Majesty the Queen in right of Canada, that do not materially affect the use of the affected land for the purpose for which it is used by that Person;

(12) Liens to secure any Permitted Refinancing Indebtedness permitted to be incurred under this Indenture; *provided*, *however*, that:

(a) the new Lien shall be limited to all or part of the same property and assets that secured or, under the written agreements pursuant to which the original Lien arose, could secure the original Lien (plus improvements and accessions to, such property or proceeds or distributions thereof);

(b) the new Lien shall be of the same or junior priority relative to the Liens securing the Notes Debt as the original Lien; and

(c) the Indebtedness secured by the new Lien is not increased to any amount greater than the sum of (x) the outstanding principal amount, or, if greater, committed amount, of the Permitted Refinancing Indebtedness and (y) an amount necessary to pay any fees and expenses, including premiums, related to such renewal, refunding, refinancing, replacement, defeasance or discharge;

(13) any judgment Lien not giving rise to an Event of Default;

(14) Liens upon specific items of inventory or other goods and proceeds of the Company or any of its Restricted Subsidiaries securing such Person's obligations in respect of bankers' acceptances issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(15) Liens securing Hedging Obligations incurred pursuant to clause (8) of the definition of Permitted Debt, so long as the related Indebtedness is, and is permitted to be under this Indenture, secured by a Lien on the same property securing such Hedging Obligations;

(16) any provision for the retention of title to an asset by the vendor or transferor of such asset (including any lessor) which asset is acquired by the Company or any Restricted Subsidiary of the Company in a transaction entered into in the ordinary course of business of the Company or such Restricted Subsidiary;

(17) grants of licenses or sublicenses of intellectual property in the ordinary course of business that do not materially interfere with the ordinary conduct of the business of the Company or any of its Restricted Subsidiaries;

(18) Liens of a collection bank arising under Section 4-210 of the Uniform Commercial Code on items in the course of collection;

(19) Liens securing reimbursement obligations with respect to letters of credit, bankers' acceptances or other sureties or pledges and deposits in respect of workers' compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other similar reimbursement-type obligations issued in the ordinary course of business and consistent with past practice; *provided*, *however*, that upon the drawing of such letters of credit, such obligations are reimbursed and extinguished within 30 days following such drawing;

(20) Liens securing reimbursement obligations in respect of commercial letters of credit and covering goods (or the documents of title in respect thereof) financed by such commercial letters of credit and the proceeds and products thereof;

(21) Liens in favor of customs or revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(22) Liens solely on any cash earnest money deposits made by the Company or any of its Restricted Subsidiaries in connection with any letter of intent or purchase agreement permitted under this Indenture;

(23) Liens arising from precautionary Uniform Commercial Code (or equivalent statute) financing statement filings regarding operating leases entered into in the ordinary course of business to the extent such Liens only relate to the assets, property, products or merchandise that are the subject of such lease or consignment, as the case may be;

(24) Liens securing Permitted Debt described in clause (16) or (18) of the definition thereof; *provided* that, any Lien securing such Permitted Debt may only attach to, be granted in respect of, or exist on, assets of Foreign Restricted Subsidiaries;

(25) Liens incurred in the ordinary course of business of the Company or any Restricted Subsidiary of the Company with respect to obligations that do not exceed $5.0 million at any one time outstanding and that (a) are not incurred in connection with the borrowing of money or the obtaining of advances or credit and (b) do not in the aggregate materially detract from the value of the property or materially impair the use thereof in the operation of business by the Company or such Restricted Subsidiary; and

(26) Liens not given in connection with the issuance of Indebtedness and incurred in the ordinary course of business and consistent with past practice of the Company or any of its Restricted Subsidiaries on cash or securities in a depositary account in favor of the depositary, to the extent such Lien secures the obligation of the Company or any of its Restricted Subsidiaries to the fees and compensation of such depositary for services in connection with the maintenance of such account.

"Permitted Refinancing Indebtedness" means any Indebtedness of the Company or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease or discharge other Indebtedness of the Company or any of its Restricted Subsidiaries (other than intercompany Indebtedness); *provided* that:

(1) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness renewed, refunded, refinanced, replaced, defeased or discharged (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums, incurred in connection therewith);

(2) such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged;

(3) if the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged is subordinated in right of payment to the Notes, such Permitted Refinancing Indebtedness has a final maturity date later than the final maturity date of, and is subordinated in right of payment to, the Notes on terms at least as favorable to the Holders as those contained in the documentation governing the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged;

(4) shall not include Indebtedness of a Restricted Subsidiary of the Company that is not a Guarantor that refinances Indebtedness of the Company or a Guarantor; and

(5) if the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged is (i) unsecured, such Permitted Refinancing Indebtedness may not be secured or (ii) is secured by an existing Lien on the Collateral, such Permitted Refinancing Indebtedness may not be secured by a Lien on the Collateral with a higher priority than such existing Lien on the Collateral.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, limited liability company or government or other entity.

"Plan" means the Debtors' Prepackaged Joint Chapter 11 Plan of Reorganization, dated as of May 15, 2017 [Docket No. 16], filed in the Company's chapter 11 case in the United States Bankruptcy Court for the District of Delaware, Case No. 17-11330 (as it may be amended, modified or supplemented from time to time).

"Private Placement Legend" means the legend set forth in Section 2.06(f)(1) hereof to be placed on all Notes issued under this Indenture except where otherwise permitted by the provisions of this Indenture.

"Public Equity Offering" means an underwritten public offering of the Capital Stock of the Company pursuant to a registration statement filed with the SEC (other than on Form S-8).

"Qualified Cash" means the aggregate amount of unrestricted cash and cash equivalents of the borrowers under the Senior Credit Facility that (a) is subject to a first priority security interest and lien in favor of the Senior Credit Facility Agent, and (b) is subject to a deposit account control agreement or an investment property control agreement, in form and substance reasonably satisfactory to the Senior Credit Facility Agent.

"QIB" means a "qualified institutional buyer" as defined in Rule 144A.

"Regulation S" means Regulation S promulgated under the Securities Act.

"Regulation S Global Note" means a Global Note substantially in the form of Exhibit A hereto bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of and registered in the name of the Depositary or its nominee, issued in a denomination equal to the outstanding principal amount of the Notes sold in reliance on Rule 903 of Regulation S.

"Responsible Officer," when used with respect to the Trustee, means any officer within the Corporate Trust Administration of the Trustee (or any successor group of the Trustee) or any other officer 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 his knowledge of and familiarity with the particular subject.

"Restricted Definitive Note" means a Definitive Note bearing the Private Placement Legend.

"Restricted Global Note" means a Global Note bearing the Private Placement Legend.

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Period" means the 40-day distribution compliance period as defined in Regulation S.

"Restricted Subsidiary" of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary.

"Rule 144" means Rule 144 promulgated under the Securities Act.

"Rule 144A" means Rule 144A promulgated under the Securities Act.

"Rule 903" means Rule 903 promulgated under the Securities Act.

"Rule 904" means Rule 904 promulgated under the Securities Act.

"S&P" means Standard & Poor's Ratings Group.

"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" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Security Agreement" shall mean the Pledge and Security Agreement, dated as of March 27, 2020, 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" means the Revolving Credit and Security Agreement, dated as of the Original Issue Date, among the Company, Total Plastics, Inc., HY-Alloy Steels Company, Keystone Tube Company, LLC, Keystone Service, Inc., the other borrowers from time to time party thereto, the guarantors party thereto, the lenders party thereto and PNC Bank, National Association, as administrative and collateral agent for the 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 (*provided* that such increase in borrowings is permitted to be incurred pursuant to clause (1) of the definition of the term Permitted Debt) or adding Restricted 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" means PNC Bank, National Association, and its successors and assigns in its capacity as administrative agent and First Lien 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 Management" means the Chief Executive Officer and the Chief Financial Officer of the Company.

"Settlement Method" means either Cash Settlement, Physical Settlement or Combination Settlement, as specified in Section 14.02(a).

"Significant Subsidiary" means any Subsidiary that would be a "significant subsidiary" as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Securities Act, as such Regulation is in effect on the Issue Date.

"Stated Maturity" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which the payment of interest or principal was scheduled to be paid in the documentation governing such Indebtedness as of the Issue Date, and will not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"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.

"Stockholders Agreement" means the Stockholders Agreement dated as even date herewith by and among the Company and the stockholders that are party thereto, as the same may be amended, supplemented, or otherwise modified from time to time.

"Subsidiary" means, with respect to any specified Person:

(1) any corporation, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency and after giving effect to any voting agreement or stockholders' agreement that effectively transfers voting power) to vote in the election of directors, managers or trustees of the corporation, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and

(2) 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).

"TIA" means the Trust Indenture Act of 1939, as amended (15 U.S.C. §§ 77aaa-77bbbb).

"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.

"Transactions" means the transactions contemplated by the Plan.

"Trustee" means Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely in its capacity as Trustee, until a successor replaces it in accordance with the applicable provisions of this Indenture and thereafter means the successor serving hereunder.

"Unrestricted Definitive Note" means a Definitive Note that does not bear and is not required to bear the Private Placement Legend.

"Unrestricted Global Note" means a Global Note that does not bear and is not required to bear the Private Placement Legend.

"Unrestricted Subsidiary" means any Subsidiary of the Company that is designated by the Board of Directors of the Company as an Unrestricted Subsidiary pursuant to a resolution of the Board of Directors, but only to the extent that such Subsidiary:

(1) has no Indebtedness other than Non-Recourse Debt;

(2) except as permitted by Section 4.11 hereof, is not party to any agreement, contract, arrangement or understanding with the Company or any Restricted Subsidiary of the Company unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Company or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Company;

(3) is a Person with respect to which neither the Company nor any of its Restricted Subsidiaries has any direct or indirect obligation (a) to subscribe for additional Equity Interests or (b) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results; and

(4) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of the Company or any of its Restricted Subsidiaries.

"U.S. Person" means a U.S. Person as defined in Rule 902(k) promulgated under the Securities Act.

"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., Eastern 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" 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.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(1) the sum of the products obtained by multiplying (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of the Indebtedness, by (b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(2) the then outstanding principal amount of such Indebtedness.

Section 1.02 Other Definitions.

| Term | | Section |
|---|---|---|
| Accredited Investor | Acc | 2.06(f)(1)(A) |
| Additional Notes | | 2.02 |
| Adjustment Determination Date | | 14.04(m) |
| Adjustment Event | | 14.04(m) |
| Aggregated Person | | 14.06(b) |
| Affiliate Transaction | | 4.11(a) |
| Asset Sale Offer | | 4.10(c) |
| Authentication Order | | 2.02 |
| Averaging Period | | 14.04(f) |
| Cash Amount | | 14.02(b)(i) |
| Cash Interest | | Exhibit A |
| Cash Settlement | | 14.02(a)(i) |
| Calculation Date | | 1.01 |
| Collateral Agent | | Preamble |
| Combination Settlement | | 14.02(a)(iii) |
| Conversion Agent | | 2.03 |
| Conversion Date | | 14.02(d) |
| Conversion Obligation | | 14.01(a) |
| Conversion Rate | | 14.01(a) |
| Covenant Defeasance | | 8.02 |

| Term | Section |
|---|---|
| Distributed Property | 14.04(d) |
| DTC | 2.06(f)(2) |
| Event of Default | 6.01 |
| Excess Proceeds | 4.10(c) |
| Expiration Date | 14.04(f) |
| Fundamental Change Cash Amount | 14.01(b)(ii)(1) |
| Fundamental Change Conversion Number | 14.01(b)(ii)(3) |
| Fundamental Change Conversion Value | 14.01(b)(iii) |
| Fundamental Change Expiration Time | 15.01(b)(ix) |
| Fundamental Change Repurchase Date | 15.01(a) |
| Fundamental Change Repurchase Notice | 15.01(a)(i) |
| Fundamental Change Repurchase Price | 15.01(a) |
| Fundamental Change Repurchase Right Notice | 15.01(b) |
| incur | 4.09(a) |
| Notice of Conversion | 14.02(d) |
| Offer Amount | 4.10(d) |
| Offer Period | 4.10(d) |
| OID Legend | 2.06(f) |
| Paying Agent | 2.03 |
| Payment Default | 6.01(5)(a) |
| Permitted Debt | 4.09(b) |
| Physical Settlement | 14.02(a)(ii) |
| PIK Interest | Exhibit A |
| PIK Notes | 2.02 |
| PIK Payment | 2.02 |
| Premises | 4.17 |
| Purchase Date | 4.10(d) |
| Qualified Institutional Buyer | 2.06(f)(1)(A) |
| Reference Property | 14.11 |
| Registrar | 2.03 |
| Restricted Payments | 4.07 |
| Section 16 Conversion Blocker | 14.06(b) |
| Securities Act | 2.06(f)(1)(A) |
| Trustee | Preamble |
| Valuation Period | 14.04(d) |

Section 1.03 Incorporation by Reference of Trust Indenture Act.

All terms used in this Indenture that are defined by the TIA, defined by TIA reference to another statute or defined by SEC rule under the TIA have the meanings so assigned to them, to the extent such terms are used in provisions incorporated mandatorily by the TIA in this Indenture or by election as specifically stated in this Indenture. Otherwise, to the extent that terms or provisions contained in this Indenture are similar to terms or provisions used in the TIA, the definitions of such terms and the interpretations of such provisions under the TIA shall not be dispositive for purposes of this Indenture.

Section 1.04 Rules of Construction.

Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(3) "or" is not exclusive;

(4) words in the singular include the plural, and in the plural include the singular;

(5) "will" shall be interpreted to express a command;

(6) provisions apply to successive events and transactions;

(7) references to laws, rules, regulations and forms (and sections or parts thereof) shall be deemed to be references to successors to such laws, rules, regulations and forms (and sections or parts thereof);

(8) for all purposes of this Indenture, references to Notes include any PIK Notes; and

(9) for all purposes of this Indenture, references to "principal amount" of the Notes includes any increase in the principal amount of the outstanding Notes as a result of a PIK Payment.

**ARTICLE 2**

**THE NOTES**

Section 2.01 Form and Dating.

(a) General. The Notes and the Trustee's certificate of authentication will be substantially in the form of Exhibit A hereto. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage. Each Note will be dated the date of its authentication. The Notes shall be in denominations of $2,000 and integral multiples of $1.00 in excess thereof, *provided*, that PIK Notes will be issued in minimum denominations of $1.00 and integral multiples of $1.00 in excess thereof, and thereafter, the minimum denominations of the Notes will be $1.00 and integral multiples of $1.00 in excess thereof. PIK Notes, if issued, will be issued in the amount of the applicable PIK Interest (rounded up to the nearest $1.00).

The terms and provisions contained in the Notes will constitute, and are hereby expressly made, a part of this Indenture and each of the Company, the Guarantors, the Trustee and the Collateral Agent, by its execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

(b) Global Notes. Notes issued in global form will be substantially in the form of Exhibit A hereto (including the Global Note Legend thereon and the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Notes issued in definitive form will be substantially in the form of Exhibit A hereto (but without the Global Note Legend thereon and without the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Each Global Note will represent such of the outstanding Notes as will be specified therein and each shall provide that it represents 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, as appropriate, to reflect exchanges and conversions. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby will be made by the Trustee or the Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Section 2.06 hereof.

Section 2.02 Execution and Authentication. At least one Officer must sign the Notes for the Company by manual, facsimile or electronic (in ".pdf" or "tif" format) signature.

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

A Note will not be valid until authenticated by the manual, facsimile or electronic (in ".pdf" or "tif" format) signature of the Trustee. The signature will be conclusive evidence that the Note has been authenticated under this Indenture.

The Trustee shall, upon a written order of the Company signed by one Officer (an "Authentication Order"), authenticate Notes for original issue on the Issue Date in an aggregate principal amount not to exceed $100.0 million (other than as provided in Section 2.07). Such Authentication Order shall specify the number, principal amount of Notes and registered Holder of each of the Notes to be authenticated, whether the Notes are to be issued as Definitive Notes or Global Notes, delivery instructions and such other information as the Trustee shall reasonably request.

The Trustee may appoint an authenticating agent reasonably acceptable to the Company to authenticate Notes. An authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders or an Affiliate of the Company.

In connection with the payment of PIK Interest in respect of the Notes, the Company is entitled to, without the consent of the holders, increase the outstanding principal amount of the Notes or issue additional Notes (the "PIK Notes") under this Indenture on the same terms and conditions as the Notes (in each case, the "PIK Payment"). The Company may issue additional Notes ("Additional Notes") under the indenture from time to time, to the extent the incurrence of the relevant Indebtedness and Liens are permitted hereunder. The Trustee shall, upon the receipt of an Authentication Order, and an Opinion of Counsel and an Officers' Certificate as to the due authorization and enforceability of the Additional Notes, the satisfaction of the conditions precedent to the issuance of the Additional Notes, and such other matters as the Trustee may reasonably require, authenticate and deliver any Additional Notes for an aggregate principal amount specified in such Authentication Order for such Additional Notes issued hereunder. The Notes, any PIK Notes and any Additional Notes subsequently issued hereunder will be treated as a single class for all purposes, including waivers, amendments, conversions and offers to purchase. Unless the context requires otherwise, references to ''Notes'' for all purposes hereunder include any PIK Notes and any Additional Notes that are actually issued; *provided* that Additional Notes will not be issued with the same CUSIP, if any, as any other Notes unless such Additional Notes are fungible with such Notes for U.S. federal income tax purposes.

Section 2.03 Registrar, Paying Agent and Conversion Agent. The Company will maintain an office or agency where Notes may be presented for registration of transfer or for exchange ("Registrar"), an office or agency where Notes may be presented for payment ("Paying Agent") and an office or agency where Notes may be presented for conversion ("Conversion Agent"). The Registrar will keep a register of the Notes and of their transfer, exchange and conversion. The Company may appoint one or more co-registrars, one or more additional paying agents and one or more additional conversion agents. The term "Registrar" includes any co-registrar, the term "Paying Agent" includes any additional paying agent and the term "Conversion Agent" includes any additional conversion agent. The Company may change any Paying Agent, Registrar or Conversion Agent without notice to any Holder. The Company will notify the Trustee in writing of the name and address of any Agent not a party to this Indenture. If the Company fails to appoint or maintain another entity as Registrar, Paying Agent or Conversion Agent, the Trustee shall act as such. The Company or any of its Subsidiaries may act as Paying Agent, Registrar or Conversion Agent.

The Company initially appoints The Depository Trust Company ("DTC") to act as Depositary with respect to the Global Notes.

The Company initially appoints the Trustee to act as the Registrar, Paying Agent and Conversion Agent and to act as Custodian with respect to the Global Notes.

Section 2.04 Paying Agent to Hold Money in Trust. The Company will require each Paying Agent other than the Trustee to agree in writing that the Paying Agent will hold in trust for the benefit of Holders or the Trustee all money held by the Paying Agent for the payment of principal, interest or premium, if any, on the Notes, and will notify the Trustee of any default by the Company in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Company or a Subsidiary) will have no further liability for the money. If the Company or a Subsidiary acts as Paying Agent, it will segregate and hold in a separate trust fund for the benefit of the Holders all money held by it as Paying Agent. Upon any bankruptcy or reorganization proceedings relating to the Company, the Trustee will serve as Paying Agent for the Notes.

Section 2.05 Holder Lists. The Trustee will preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders and shall otherwise comply with TIA Section 312(a). If the Trustee is not the Registrar, the Company will furnish to the Trustee at least seven Business Days before each interest payment 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 the Holders of Notes and the Company shall otherwise comply with TIA Section 312(a).

Section 2.06 Transfer and Exchange.

(a) Transfer and Exchange of Global Notes. A Global Note may not be transferred except as a whole by the Depositary to a nominee of the Depositary, by a nominee of the Depositary to the Depositary or to another nominee of the Depositary, or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary. All Global Notes will be exchanged by the Company for Definitive Notes if:

(1) the Company delivers to the Trustee notice from the Depositary that it is unwilling or unable to continue to act as Depositary or that it is no longer a clearing agency registered under the Exchange Act and, in either case, a successor Depositary is not appointed by the Company within 90 days after the date of such notice from the Depositary; or

(2) there has occurred and is continuing a Default or Event of Default with respect to the Notes and a beneficial holder of the Notes or the Depositary so requests.

Upon the occurrence of either of the preceding events in (1) or (2) above, Definitive Notes shall be issued in such names as the Depositary shall instruct the Trustee. Global Notes also may be exchanged or replaced, in whole or in part, as provided in Sections 2.07 and 2.10 hereof. Every Note authenticated and delivered in exchange for, or in lieu of, a Global Note or any portion thereof, pursuant to this Section 2.06 or Section 2.07 or 2.10 hereof, shall be authenticated and delivered in the form of, and shall be, a Global Note. A Global Note may not be exchanged for another Note other than as provided in this Section 2.06(a), however, beneficial interests in a Global Note may be transferred and exchanged as provided in Section 2.06(b) or (c) hereof.

(b) Transfer and Exchange of Beneficial Interests in the Global Notes. The transfer and exchange of beneficial interests in the Global Notes will be effected through the Depositary, in accordance with the provisions of this Indenture and the Applicable Procedures. Beneficial interests in the Restricted Global Notes will be subject to restrictions on transfer comparable to those set forth herein to the extent required by the Securities Act. Transfers of beneficial interests in the Global Notes also will require compliance with either subparagraph (1) or (2) below, as applicable, as well as one or more of the other following subparagraphs, as applicable:

(1) Transfer of Beneficial Interests in the Same Global Note. Beneficial interests in any Restricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Restricted Global Note in accordance with the transfer restrictions set forth in the Private Placement Legend; *provided*, *however*, that prior to the expiration of the Restricted Period, transfers of beneficial interests in the Regulation S Global Note may not be made to a U.S. Person or for the account or benefit of a U.S. Person. Beneficial interests in any Unrestricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note. No written orders or instructions shall be required to be delivered to the Registrar to effect the transfers described in this Section 2.06(b)(1).

(2) All Other Transfers and Exchanges of Beneficial Interests in Global Notes. In connection with all transfers and exchanges of beneficial interests that are not subject to Section 2.06(b)(1) above, the transferor of such beneficial interest must deliver to the Registrar either:

(A) both:

(i) a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged; and

(ii) instructions given in accordance with the Applicable Procedures containing information regarding the Participant account to be credited with such increase; or

(B) both:

(i) a written order from a Participant or an Indirect Participant given to the Depositary in accordance with the Applicable Procedures directing the Depositary to cause to be issued a Definitive Note in an amount equal to the beneficial interest to be transferred or exchanged; and

(ii) instructions given by the Depositary to the Registrar containing information regarding the Person in whose name such Definitive Note shall be registered to effect the transfer or exchange referred to in (1) above.

In no event shall Definitive Notes be issued upon the transfer or exchange of beneficial interests in the Regulation S Global Note prior to (A) the expiration of the Restricted Period and (B) the receipt by the Registrar of any statement of beneficial interest required pursuant to Rule 903(b)(3)(ii)(B) of Regulation S.

Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in this Indenture and the Notes or otherwise applicable under the Securities Act, the Trustee shall adjust the principal amount of the relevant Global Note(s) pursuant to Section 2.06(g) hereof.

(3) Transfer of Beneficial Interests to Another Restricted Global Note. A beneficial interest in any Restricted Global Note may be transferred to a Person who takes delivery thereof in the form of a beneficial interest in another Restricted Global Note if the transfer complies with the requirements of Section 2.06(b)(2) above and the Registrar receives the following:

(A) if the transferee will take delivery in the form of a beneficial interest in the 144A Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof;

(B) if the transferee will take delivery in the form of a beneficial interest in the Regulation S Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof; and

(C) if the transferee will take delivery in the form of a beneficial interest in the AI Global Note, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3) thereof, if applicable.

(4) Transfer and Exchange of Beneficial Interests in a Restricted Global Note for Beneficial Interests in an Unrestricted Global Note. A beneficial interest in any Restricted Global Note may be exchanged by any holder thereof for a beneficial interest in an Unrestricted Global Note or transferred to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note if the exchange or transfer complies with the requirements of Section 2.06(b)(2) above and the Registrar receives the following:

(A) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form of Exhibit C hereto, including the certifications in item (1)(a) thereof; or

(B) if the holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note, a certificate from such holder in the form of Exhibit B hereto, including the certifications in item (4) thereof; and, in each such case set forth in this subsection (4), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

If any such transfer is effected at a time when an Unrestricted Global Note has not yet been issued, the Company shall issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of beneficial interests transferred pursuant to this subsection (4).

Beneficial interests in an Unrestricted Global Note cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Restricted Global Note.

(c) Transfer or Exchange of Beneficial Interests for Definitive Notes.

(1) Beneficial Interests in Restricted Global Notes to Restricted Definitive Notes. If any holder of a beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Restricted Definitive Note, then, upon receipt by the Registrar of the following documentation:

(A) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for a Restricted Definitive Note, a certificate from such holder in the form of Exhibit C hereto, including the certifications in item (2)(a) thereof;

(B) if such beneficial interest is being transferred to a QIB in accordance with Rule 144A, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such beneficial interest is being transferred to a Non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (2) thereof;

(D) if such beneficial interest is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(a) thereof;

(E) if such beneficial interest is being transferred to an Accredited Investor in reliance on an exemption from the registration requirements of the Securities Act other than those listed in subparagraphs (B) through (D) above, a certificate to the effect set forth in Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3) thereof, if applicable; or

(F) if such beneficial interest is being transferred to the Company or any of its Subsidiaries, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(b) thereof;

the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(g) hereof, and the Company shall execute and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee shall authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.06(c) shall be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest shall instruct the Registrar through instructions from the Depositary and the Participant or Indirect Participant. The Trustee shall deliver such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest in a Restricted Global Note pursuant to this Section 2.06(c)(1) shall bear the Private Placement Legend and shall be subject to all restrictions on transfer contained therein.

(2) Beneficial Interests in Restricted Global Notes to Unrestricted Definitive Notes. A holder of a beneficial interest in a Restricted Global Note may exchange such beneficial interest for an Unrestricted Definitive Note or may transfer such beneficial interest to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note only if: the Registrar receives the following:

(A) if the holder of such beneficial interest in a Restricted Global Note proposes to exchange such beneficial interest for an Unrestricted Definitive Note, a certificate from such holder in the form of Exhibit C hereto, including the certifications in item (1)(b) thereof; or

(B) if the holder of such beneficial interest in a Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note, a certificate from such holder in the form of Exhibit B hereto, including the certifications in item (4) thereof; and, in each such case set forth in this subsection (2), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(3) Beneficial Interests in Unrestricted Global Notes to Unrestricted Definitive Notes. If any holder of a beneficial interest in an Unrestricted Global Note proposes to exchange such beneficial interest for a Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Definitive Note, then, upon satisfaction of the conditions set forth in Section 2.06(b)(2) hereof, the Trustee will cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(g) hereof, and the Company will execute and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee will authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.06(c)(3) will be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest requests through instructions to the Registrar from or through the Depositary and the Participant or Indirect Participant. The Trustee will deliver such Definitive Notes to the Persons in whose names such Notes are so registered. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.06(c)(3) will not bear the Private Placement Legend.

(d) Transfer and Exchange of Definitive Notes for Beneficial Interests.

(1) Restricted Definitive Notes to Beneficial Interests in Restricted Global Notes. If any Holder of a Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note or to transfer such Restricted Definitive Notes to a Person who takes delivery thereof in the form of a beneficial interest in a Restricted Global Note, then, upon receipt by the Registrar of the following documentation:

(A) if the Holder of such Restricted Definitive Note proposes to exchange such Note for a beneficial interest in a Restricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (2)(b) thereof;

(B) if such Restricted Definitive Note is being transferred to a QIB in accordance with Rule 144A, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (1) thereof;

(C) if such Restricted Definitive Note is being transferred to a Non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (2) thereof;

(D) if such Restricted Definitive Note is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(a) thereof;

(E) if such Restricted Definitive Note is being transferred to an Accredited Investor in reliance on an exemption from the registration requirements of the Securities Act other than those listed in subparagraphs (B) through (D) above, a certificate to the effect set forth in Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3) thereof, if applicable;

(F) if such Restricted Definitive Note is being transferred to the Company or any of its Subsidiaries, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(b) thereof; or

(G) if such Restricted Definitive Note is being transferred pursuant to an effective registration statement under the Securities Act, a certificate to the effect set forth in Exhibit B hereto, including the certifications in item (3)(c) thereof, the Trustee will cancel the Restricted Definitive Note, increase or cause to be increased the aggregate principal amount of, in the case of clause (A) above, the appropriate Restricted Global Note, in the case of clause (B) above, the 144A Global Note, in the case of clause (C) above, the Regulation S Global Note, and in all other cases, the AI Global Note.

(2) Restricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes. A Holder of a Restricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note only if the Registrar receives the following:

(A) if the Holder of such Definitive Notes proposes to exchange such Notes for a beneficial interest in the Unrestricted Global Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(c) thereof; or

(B) if the Holder of such Definitive Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of a beneficial interest in the Unrestricted Global Note, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this subsection (2), if the Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

Upon satisfaction of the conditions of any of the subparagraphs in this Section 2.06(d)(2), the Trustee will cancel the Definitive Notes and increase or cause to be increased the aggregate principal amount of the Unrestricted Global Note.

(3) Unrestricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes. A Holder of an Unrestricted Definitive Note may exchange such Note for a beneficial interest in an Unrestricted Global Note or transfer such Definitive Notes to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note at any time. Upon receipt of a request for such an exchange or transfer, the Trustee will cancel the applicable Unrestricted Definitive Note and increase or cause to be increased the aggregate principal amount of one of the Unrestricted Global Notes.

If any such exchange or transfer from a Definitive Note to a beneficial interest is effected pursuant to Section 2.06(d)(2) or (3) above at a time when an Unrestricted Global Note has not yet been issued, the Company will issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee will authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the principal amount of Definitive Notes so transferred.

(e) Transfer and Exchange of Definitive Notes for Definitive Notes. Upon request by a Holder of Definitive Notes and such Holder's compliance with the provisions of this Section 2.06(e), the Registrar will register the transfer or exchange of Definitive Notes. Prior to such registration of transfer or exchange, the requesting Holder must present or surrender to the Registrar the Definitive Notes duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar duly executed by such Holder or by its attorney, duly authorized in writing. In addition, the requesting Holder must provide any additional certifications, documents and information, as applicable, required pursuant to the following provisions of this Section 2.06(e).

(1) Restricted Definitive Notes to Restricted Definitive Notes. Any Restricted Definitive Note may be transferred to and registered in the name of Persons who take delivery thereof in the form of a Restricted Definitive Note if the Registrar receives the following:

(A) if the transfer will be made pursuant to Rule 144A, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (1) thereof;

(B) if the transfer will be made pursuant to Rule 903 or Rule 904, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications in item (2) thereof; and

(C) if the transfer will be made pursuant to any other exemption from the registration requirements of the Securities Act, then the transferor must deliver a certificate in the form of Exhibit B hereto, including the certifications, certificates and Opinion of Counsel required by item (3) thereof, if applicable.

(2) Restricted Definitive Notes to Unrestricted Definitive Notes. Any Restricted Definitive Note may be exchanged by the Holder thereof for an Unrestricted Definitive Note or transferred to a Person or Persons who take delivery thereof in the form of an Unrestricted Definitive Note if the Registrar receives the following:

(A) if the Holder of such Restricted Definitive Notes proposes to exchange such Notes for an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (1)(d) thereof; or

(B) if the Holder of such Restricted Definitive Notes proposes to transfer such Notes to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note, a certificate from such Holder in the form of Exhibit B hereto, including the certifications in item (4) thereof; and, in each such case set forth in this subsection (2), if the Registrar so requests, an Opinion of Counsel in form reasonably acceptable to the Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(3) Unrestricted Definitive Notes to Unrestricted Definitive Notes. A Holder of Unrestricted Definitive Notes may transfer such Notes to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note. Upon receipt of a request to register such a transfer, the Registrar shall register the Unrestricted Definitive Notes pursuant to the instructions from the Holder thereof.

(f) Legends. The following legends will appear on the face of all Global Notes and Definitive Notes issued under this Indenture unless specifically stated otherwise in the applicable provisions of this Indenture.

(1) Private Placement Legend.

(A) Except as permitted by subparagraph (B) below, each Global Note and each Definitive Note (and all Notes issued in exchange therefor or substitution thereof) shall bear the legend in substantially the following form:

"THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED EXCEPT AS SET FORTH BELOW.

THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT), (B) IT IS A NON-U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO SUCH PURCHASER IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, OR (C) IT IS AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501 UNDER THE SECURITIES ACT AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE EXPIRATION OF THE APPLICABLE HOLDING PERIOD WITH RESPECT TO RESTRICTED SECURITIES SET FORTH IN RULE 144 UNDER THE SECURITIES ACT, ONLY (A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF, (B) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHICH NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (C) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT AND IN ACCORDANCE WITH THE LAWS APPLICABLE TO IT IN THE JURISDICTION IN WHICH SUCH PURCHASE IS MADE, (D) TO AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501 UNDER THE SECURITIES ACT THAT IS ACQUIRING THE SECURITY FOR ITS OWN ACCOUNT, OR FOR THE ACCOUNT OF SUCH AN ACCREDITED INVESTOR, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO, OR FOR OFFER OR SALE IN CONNECTION WITH, ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT, (E) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S, OR REGISTRAR'S, AS APPLICABLE, RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSE (C), (D) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM, AND IN EACH OF THE FOREGOING CASES, A CERTIFICATE OF TRANSFER IN THE FORM APPEARING ON THE OTHER SIDE OF THIS SECURITY IS COMPLETED AND DELIVERED BY THE TRANSFEROR TO THE TRUSTEE OR REGISTRAR. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE EXPIRATION OF THE APPLICABLE HOLDING PERIOD WITH RESPECT TO RESTRICTED SECURITIES SET FORTH IN RULE 144 UNDER THE SECURITIES ACT."

(B) Notwithstanding the foregoing, any Global Note or Definitive Note issued pursuant to subparagraphs (b)(4), (c)(2), (c)(3), (d)(2), (d)(3), (e)(2), (e)(3) or (f) of this Section 2.06 (and all Notes issued in exchange therefor or substitution thereof) will not bear the Private Placement Legend.

(2) Global Note Legend. Each Global Note will bear a legend in substantially the following form:

"THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (1) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.06 OF THE INDENTURE, (2) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.06(a) OF THE INDENTURE, (3) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.11 OF THE INDENTURE AND (4) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY.

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN DEFINITIVE FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) ("DTC"), 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 SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

(3) Regulation S Global Note Legend. Each Regulation S Global Note will bear a legend in substantially the following form:

"THE RIGHTS ATTACHING TO THIS REGULATION S GLOBAL NOTE, AND THE CONDITIONS AND PROCEDURES GOVERNING ITS EXCHANGE FOR CERTIFICATED NOTES, ARE AS SPECIFIED IN THE INDENTURE (AS DEFINED HEREIN)."

(4) OID Legend. To the extent required by Section 1275(c)(1)(A) of the Internal Revenue Code of 1986, as amended, and Treasury Regulation Section 1.1275-3(b)(1), each Note issued at a discount to its stated redemption price at maturity shall bear a legend (the "OID Legend") in substantially the following form (with any necessary amendments thereto to reflect any amendments occurring after the Issue Date to the applicable sections):

"FOR THE PURPOSES OF SECTIONS 1272, 1273 AND 1275 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THIS NOTE IS BEING ISSUED WITH ORIGINAL ISSUE DISCOUNT. YOU MAY CONTACT THE ISSUER AT A.M CASTLE & CO., 1420 KENSINGTON ROAD, SUITE 220, OAK BROOK, IL 60523, ATTENTION: GENERAL COUNSEL, AND THE ISSUER WILL PROVIDE YOU WITH THE ISSUE PRICE, THE AMOUNT OF ORIGINAL ISSUE DISCOUNT, THE ISSUE DATE AND THE YIELD TO MATURITY OF THIS NOTE."

(g) Cancellation and/or Adjustment of Global Notes. At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note will be returned to or retained and canceled by the Trustee in accordance with Section 2.11 hereof. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes represented by such Global Note will be reduced accordingly and an endorsement will be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such other Global Note will be increased accordingly and an endorsement will be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such increase.

(h) General Provisions Relating to Transfers and Exchanges.

(1) To permit registrations of transfers and exchanges, the Company will execute and the Trustee will authenticate Global Notes and Definitive Notes upon receipt of an Authentication Order in accordance with Section 2.02 hereof or at the Registrar's request.

(2) No service charge will be made to a Holder of a beneficial interest in a Global Note or to a Holder of a Definitive Note for any registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer taxes or similar governmental charge payable upon exchange or transfer pursuant to Sections 2.10, 4.10, 9.05 and 15.01 hereof).

(3) All Global Notes and Definitive Notes issued upon any registration of transfer or exchange of Global Notes or Definitive Notes will be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Global Notes or Definitive Notes surrendered upon such registration of transfer or exchange.

(4) Neither the Registrar nor the Company will be required:

(A) to register the transfer of or to exchange 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 15; or

(B) to register the transfer of or to exchange a Note between a record date and the next succeeding interest payment date.

(5) Prior to due presentment for the registration of a transfer of any Note, the Trustee, any Agent and the Company may deem and treat the Person in whose name any Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and interest on such Notes and for all other purposes, and none of the Trustee, any Agent or the Company shall be affected by notice to the contrary.

(6) The Trustee will authenticate Global Notes and Definitive Notes in accordance with the provisions of Section 2.02 hereof.

(7) All certifications, certificates and Opinions of Counsel required to be submitted to the Registrar pursuant to this Section 2.06 to effect a registration of transfer or exchange may be submitted by facsimile (with the originals to be delivered promptly to the Registrar).

(8) The Trustee and the Agents shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer or exchange imposed under this Indenture or under applicable law with respect to any transfer or exchange of any interest in any 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.

Section 2.07 Replacement Notes. If any mutilated Note is surrendered to the Trustee or the Company and the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, the Company will issue and the Trustee, upon receipt of an Authentication Order, will authenticate a replacement Note if the Trustee's requirements are met. If required by the Trustee or the Company, an indemnity bond must be supplied by the Holder that is sufficient in the judgment of the Trustee and the Company to protect the Company, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Note is replaced. The Company may charge for its expenses in replacing a Note.

Every replacement Note is an additional obligation of the Company and will be entitled to all of the benefits of this Indenture equally and proportionately with all other Notes duly issued hereunder.

Section 2.08 Outstanding Notes. The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation, those reductions in the interest in a Global Note effected by the Trustee in accordance with the provisions hereof, and those described in this Section 2.08 as not outstanding. Except as set forth in Section 2.09 hereof, a Note does not cease to be outstanding because the Company or an Affiliate of the Company holds the Note.

If a Note is replaced pursuant to Section 2.07 hereof, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Note is held by a protected purchaser.

If the principal amount of any Note is considered paid under Section 4.01 hereof, it ceases to be outstanding and interest on it ceases to accrue.

If the Paying Agent (other than the Company, a Subsidiary or an Affiliate of any thereof) holds, on a maturity date, money sufficient to pay Notes payable on that date, then on and after that date such Notes will be deemed to be no longer outstanding and will cease to accrue interest.

If a Note is converted in accordance with Article 14 and required to be cancelled pursuant to Section 2.11, 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 Treasury Notes. In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver, vote or consent, Notes owned by the Company or any Guarantor, or by any Person directly or indirectly controlled by the Company or any Guarantor, will be considered as though not outstanding, except that for the purposes of determining whether the Trustee will be protected in relying on any such direction, waiver, vote or consent, only Notes that a Responsible Officer of the Trustee actually knows are so owned will be so disregarded. This Section 2.09 shall be in lieu of TIA Section 316(a)(1), and TIA Section 316(a)(1) is hereby expressly excluded from this Indenture and Section as permitted by the TIA. This Section 2.09 shall apply to Section 315(d)(3) of the TIA as permitted by the TIA.

Section 2.10 Temporary Notes. Until certificates representing Notes are ready for delivery, the Company may prepare and the Trustee, upon receipt of an Authentication Order, will authenticate temporary Notes. Temporary Notes will be substantially in the form of certificated Notes but may have variations that the Company considers appropriate for temporary Notes and as may be reasonably acceptable to the Trustee. Without unreasonable delay, the Company will prepare and the Trustee will authenticate definitive Notes in exchange for temporary Notes.

Holders of temporary Notes will be entitled to all of the benefits of this Indenture.

Section 2.11 Cancellation. The Company at any time may deliver Notes to the Trustee for cancellation. The Registrar, the Paying Agent and the Conversion Agent will forward to the Trustee any Notes surrendered to them for registration of transfer, exchange, payment or conversion. The Trustee and no one else will cancel all Notes surrendered for registration of transfer, exchange, payment, replacement, conversion or cancellation and will destroy canceled Notes (subject to the record retention requirement of the Exchange Act). Certification of the destruction of all canceled Notes will be delivered to the Company. The Company may not issue new Notes to replace Notes that it has paid or that have been delivered to the Trustee for cancellation.

Section 2.12 Defaulted Interest. If the Company defaults in a payment of interest on the Notes, it will pay the defaulted interest in any lawful manner plus, to the extent lawful, interest payable on the defaulted interest, to the Persons who are Holders on a subsequent special record date, in each case at the rate provided in the Notes and in Section 4.01 hereof. The Company will notify the Trustee in writing of the amount of defaulted interest proposed to be paid on each Note and the date of the proposed payment. The Company will fix or cause to be fixed each such special record date and payment date; *provided* that no such special record date may be less than 10 days prior to the related payment date for such defaulted interest. At least 15 days before the special record date, the Company (or, upon the written request of the Company, the Trustee in the name and at the expense of the Company) will deliver or cause to be delivered to Holders a notice that states the special record date, the related payment date and the amount of such interest to be paid.

Section 2.13 CUSIP/ISIN Numbers. The Company in issuing the Notes may use CUSIP and ISIN numbers (if then generally in use) and, if so, the Trustee shall use CUSIP and ISIN numbers in notices of redemption as a convenience to 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 as contained in any notice of redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such numbers. The Company will as promptly as practicable notify the Trustee of any change in the CUSIP and ISIN numbers.

Section 2.14 Rights of Trustee and Agents.

(a) The Trustee, the Collateral Agent, and the Agents will not be charged with knowledge of the existence of any facts that would prohibit the making of any payment or distribution by the Trustee and the Paying Agent, and the Trustee and the Paying Agent may continue to make payments on the Notes, unless the Trustee has received at its Corporate Trust Office (and the Paying Agent, if not the Trustee, has also received), at least three Business Days prior to the date of such payment, written notice of facts from the Company that would prohibit the making of any payment or distribution by the Trustee and the Paying Agent.

(b) The Trustee, the Collateral Agent, and the Agents shall have no responsibility or obligation to any beneficial owner of a Global Note, a member of, or a participant in, DTC or other Person with respect to the accuracy of the records of DTC or its nominee or of any participant or member thereof, with respect to any ownership interest in the Notes or with respect to the delivery to any participant, member, beneficial owner or other Person (other than DTC) of any notice (including any notice of redemption or purchase) or the payment of any amount or delivery of any Notes (or other security or property) under or with respect to such Notes.

(c) All notices and communications to be given to the Holders and all payments to be made to Holders in respect of the Notes shall be given or made only to the registered Holders (which shall be DTC or its nominee in the case of a Global Note). The Trustee, the Collateral Agent, and the Agents may conclusively rely and shall be fully protected in relying upon information furnished by DTC with respect to its members, participants and any beneficial owners in any Global Note.

Section 2.15 Calculations. Except as otherwise provided herein, the Company shall be responsible for making all calculations called for under the Notes. These calculations include, but are not limited to, determination of accrued interest payable on the Notes. The Trustee is entitled to rely conclusively upon the accuracy of the Company's calculations without independent verification. The Company shall make all these calculations in good faith and, absent manifest error, the Company's calculations shall be final and binding on Holders of Notes. Upon written request, the Company shall promptly provide a schedule of its calculations to the Trustee and the Paying Agent.

**ARTICLE 3**

**NO REDEMPTION**

Section 3.01 No Redemption. The Notes may not be redeemed by the Company in whole or in part at any time, except as provided in Section 4.10 or Article 15. No sinking fund, mandatory redemption or other similar provision shall apply to the Notes.

**ARTICLE 4**

**COVENANTS**

Section 4.01 Payment of Notes. The Company will pay or cause to be paid the principal of, interest or premium, if any, on, the Notes on the dates and in the manner provided in the Notes. Principal, interest or premium, if any, will be considered paid on the date due if (i) the Paying Agent, if other than the Company or a Subsidiary thereof, holds as of 10:00 a.m. Eastern time on the due date money deposited by the Company in immediately available funds and designated for and sufficient to pay all principal, interest or premium, if any, then due (other than PIK Interest) or (ii) as of 10:00 a.m. Eastern time on the due date, (x) the Company shall have executed and delivered in accordance with Section 2.02 of this Indenture and the Notes to each Holder of record PIK Notes equal to the amount of all PIK Interest then due to such Holder or (y) in accordance with Section 2.02 of this Indenture and the Notes, the Company shall have delivered a written order to the Trustee to increase the outstanding principal amount of the Notes equal to the amount of all PIK Interest then due to the Holders.

The Company will pay interest (including post-petition interest in any proceeding under the Bankruptcy Code) on overdue principal at the rate equal to 1.0% per annum in excess of the then applicable interest rate on the Notes to the extent lawful; it will pay interest (including post-petition interest in any proceeding under the Bankruptcy Code) on overdue installments of interest or premium, if any, without regard to any applicable grace period at the same rate to the extent lawful.

Section 4.02 Maintenance of Office or Agency. The Company will maintain an office or agency (which may be an office of the Trustee or an affiliate of the Trustee, Registrar or co-registrar) where Notes may be surrendered for registration of transfer, for exchange or for conversion and where notices and demands to or upon the Company in respect of the Notes and this Indenture may be served. The Company will give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company fails to maintain any such required office or agency or fails to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

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 will in any manner relieve the Company of its obligation to maintain an office or agency for such purposes. The Company will give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The Company hereby designates the Corporate Trust Office of the Trustee as one such office or agency of the Company in accordance with Section 2.03 hereof.

Section 4.03 Reports.

(a) To the extent required by the rules and regulations of the SEC, so long as any Notes are outstanding, the Company will furnish to the Holders of Notes and the Trustee within the time periods specified in the SEC's rules and regulations:

(1) all quarterly and annual reports that would be required to be filed with the SEC on Forms 10-Q and 10-K if the Company were required to file such reports; and

(2) all current reports that would be required to be filed with the SEC on Form 8-K if the Company were required to file such reports.

The availability of the foregoing materials on the SEC's EDGAR service (or any successor thereto) shall be deemed to satisfy the Company's delivery obligation.

All such reports will be prepared in all material respects in accordance with all of the rules and regulations applicable to such reports. Each annual report on Form 10-K will include a report on the Company's consolidated financial statements by the Company's certified independent accountants. In addition, the Company will file a copy of each of the reports referred to in clauses (1) and (2) above with the SEC for public availability within the time periods specified in the rules and regulations applicable to such reports (unless the SEC will not accept such filing).

(b) During any period from and after the Issue Date during which the Company is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act and does not otherwise report on an annual and quarterly basis on forms provided for such annual and quarterly reporting pursuant to rules and regulations promulgated by the SEC, the Company shall furnish to the Holders of Notes and the Trustee, within 15 days after the time periods specified below:

(1) within 90 days after the end of each fiscal year, all information that would be required to be contained in an annual report on Form 10-K filed with the SEC as of the Issue Date (other than Part I, Items 1B and 4, Part II, Items 5 and the supplementary data required by Item 8(a) and Items 9A and 9B, Part III, Items 11, 12 and 14 of Form 10-K, any exhibits related to such Items and any exhibits required by paragraphs (11), (12), (13), (22), (23), (24), (31), (32), (33), (34), (35), (95), (99), (100), (101) and (102) of Item 601 of Regulation S-K) and a report on the annual financial statements by the Company's independent registered public accounting firm;

(2) within 45 days after the end of each of the first three fiscal quarters of each fiscal year, all information that would be required to be contained in a quarterly report on Form 10-Q filed with the SEC as of the Issue Date (other than Part I, Item 4 and Part II, Items 2 and 4 of Form 10-Q, any exhibits related to such Items and any exhibits required by paragraphs (11), (15), (22), (23), (24), (31), (32), (95), (99), (100) and (101) of Item 601 of Regulation S-K);

(3) within the time periods specified for filing current reports on Form 8-K, all current reports that would be required to be filed with the SEC on Form 8-K as of the Issue Date if the Company were required to file such reports (other than reports related to Items 1.04, 2.05, 2.06, 3.01, 3.02, 3.03, 5.02(e), 5.04, 5.06, 5.07, 5.08, 6.01, 6.02, 6.03, 6.04, 6.05, 6.06 and 7.01 of Form 8-K and any exhibits related to such Items),

in each case, in a manner that complies in all material respects with the requirements specified in such form; provided, however, that the Company shall not be required to provide separate financial statements or other information contemplated by Rule 3-09 or Rule 3-16 of Regulation S-X, or in each case any successor provisions or any schedules required by Regulation S-X; provided, further that the financial statements required to be provided for acquired businesses will be limited to the financial statements (in whatever form and whether or not audited) that the Company receives in connection with the acquisition of such acquired businesses; provided, further that the Company shall be required to provide separate financial statements and other information contemplated by Rule 3-10 of Regulation S-X, or any successor provisions or any schedules required by Regulation S-X. In addition, notwithstanding the foregoing, the Company will not be required to (i) comply with Sections 302, 906 and 404 of the Sarbanes-Oxley Act of 2002, as amended, or (ii) otherwise furnish any information, certificates or reports required by Items 307 or 308 of Regulation S-K. The Company shall not be so obligated to furnish such reports with the SEC so long as the Company makes available such information to prospective purchasers of the Notes and securities analysts and market making financial institutions (that are, in the case of securities analysts and market making financial institutions, reasonably satisfactory to the Company), in addition to providing such information to the Trustee and the Holders of the Notes, in each case, at the Company's expense and by the applicable date the Company would be required to furnish such information pursuant to the immediately preceding sentence. To the extent any such information is not so filed or furnished, as applicable, within the time periods specified above and such information is subsequently filed or furnished, as applicable, the Company will be deemed to have satisfied its obligations with respect thereto at such time and any Default with respect thereto shall be deemed to have been cured; provided that such cure shall not otherwise affect the rights of the Holders under Section 6.01 if Holders of at least 25% in principal amount of the then total outstanding Notes have declared the principal, premium, if any, interest and any other monetary obligations on all the then outstanding Notes to be due and payable immediately and such declaration shall not have been rescinded or cancelled prior to such cure.

Substantially concurrently with the furnishing or making such information available to the Trustee pursuant to Section 4.03(b), the Company shall also use its commercially reasonable efforts to post copies of such information required by Section 4.03(b) on a website (which may be nonpublic and may be maintained by the Company or a third party) to which access will be given to Holders, prospective investors in the Notes (which prospective investors shall be limited to "qualified institutional buyers" within the meaning of Rule 144A of the Securities Act or non-U.S. persons (as defined in Regulation S under the Securities Act) that certify their status as such to the reasonable satisfaction of the Company), and securities analysts and market making financial institutions that are, in the case of securities analysts and market making financial institutions, reasonably satisfactory to the Company. To the extent the Company determines in good faith that it cannot make such reports available in the manner described in the preceding sentence after the use of its commercially reasonable efforts, the Company shall furnish such reports to the Holders of the Notes and upon request, such prospective investors in the Notes, securities analysts and market making financial institutions

The availability of the foregoing materials on the SEC's EDGAR service (or any successor thereto) shall be deemed to satisfy the Company's delivery obligation.

(c) If the Company has designated any of its Subsidiaries as Unrestricted Subsidiaries, then the quarterly and annual financial information required by Section 4.03(a) hereof will include a reasonably detailed presentation consistent with GAAP, either on the face of the financial statements or in the footnotes thereto, of the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Company.

(d) Furthermore, the Company agrees that, for so long as any Notes remain outstanding, it will furnish to the Holders of Notes, beneficial owners of the Notes, bona fide prospective investors, securities analysts and market makers, upon their request, the reports described above and any other information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Section 4.04 Compliance Certificate.

(a) The Company and each Guarantor (to the extent that such Guarantor is so required under the TIA) shall deliver to the Trustee, within 90 days after the end of each fiscal year, an Officers' Certificate stating that a review of the activities of the Company and its Restricted Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officers with a view to determining whether the Company has kept, observed, performed and fulfilled its obligations under this Indenture and the other Notes Documents, and further stating, as to each such Officer signing such certificate, that to the best of his or her knowledge the Company has kept, observed, performed and fulfilled each and every covenant contained in this Indenture and the other Notes Documents and is not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture and the other Notes Documents (or, if a Default or Event of Default has occurred, describing all such Defaults or Events of Default of which he or she may have knowledge and what action the Company is taking or proposes to take with respect thereto) and that to the best of his or her knowledge no event has occurred and remains in existence by reason of which payments on account of the principal of or interest, if any, on the Notes is prohibited or if such event has occurred, a description of the event and what action the Company is taking or proposes to take with respect thereto.

(b) So long as any of the Notes are outstanding, the Company will deliver to the Trustee, forthwith upon any Officer becoming aware of any Default or Event of Default, an Officers' Certificate specifying such Default or Event of Default and what action the Company is taking or proposes to take with respect thereto.

Section 4.05 Taxes. The Company will pay, and will cause each of its Subsidiaries to pay, prior to delinquency, all material taxes, assessments, and governmental levies except such as are contested in good faith and by appropriate proceedings or where the failure to effect such payment is not adverse in any material respect to the Holders of the Notes.

Section 4.06 Stay, Extension and Usury Laws. Each of the Company and the Guarantors covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and each of the Company and the Guarantors (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law has been enacted.

Section 4.07 Restricted Payments.

(a) The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly:

(i) declare or pay any dividend or make any other payment or distribution on account of the Company's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Company or any of its Restricted Subsidiaries) or to the direct or indirect holders of the Company's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends or distributions payable in Equity Interests (other than Disqualified Stock) of the Company and other than dividends or distributions payable to the Company or a Restricted Subsidiary of the Company);

(ii) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving the Company) any Equity Interests of the Company or any direct or indirect parent of the Company;

(iii) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value (x) any Indebtedness of the Company or any Guarantor that is subordinated in right of payment to the Notes or to any Note Guarantee (excluding any intercompany Indebtedness between or among the Company and any of its Restricted Subsidiaries), or (y) any Indebtedness of the Company or any Guarantor that is unsecured or is secured by a Lien on the Collateral that ranks junior to the Liens securing the Notes or the Guarantees, as the case may be (collectively, the Indebtedness described in clauses (x) and (y), "Subordinated Indebtedness"), except a payment of interest or principal at the Stated Maturity thereof; or

(iv) make any Restricted Investment

(all such payments and other actions set forth in these clauses (i) through (iv) above being collectively referred to as "Restricted Payments"), unless, at the time of and after giving effect to such Restricted Payment:

(1) no Default or Event of Default has occurred and is continuing or would occur as a consequence of such Restricted Payment;

(2) the Company would, at the time of such Restricted Payment and after giving pro forma effect thereto as if such Restricted Payment had been made at the beginning of the applicable four-quarter period, have been permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.09(a) hereof; and

(3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and its Restricted Subsidiaries since the Issue Date (excluding Restricted Payments permitted by clauses (2), (3), (4), (5), (6), (7), (11), (12) and (14) of paragraph (b) of this Section 4.07), is less than the sum, without duplication, of:

(A) 50% of the Consolidated Net Income of the Company for the period (taken as one accounting period) from the Issue Date to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if such Consolidated Net Income for such period is a deficit, less 100% of such deficit); plus

(B) 100% of the aggregate net cash proceeds received by the Company since the Issue Date as a contribution to its common equity capital or from the issue or sale of Equity Interests of the Company (other than Disqualified Stock) (excluding any net proceeds from the issue or sale of convertible or exchangeable Disqualified Stock or convertible or exchangeable debt securities of the Company that have been converted into or exchanged for such Equity Interests (other than Equity Interests or Disqualified Stock or debt securities) sold to a Subsidiary of the Company); plus

(C) to the extent that any Restricted Investment that was made after the Issue Date is sold for cash or otherwise liquidated or repaid for cash, the lesser of (i) the cash return of capital with respect to such Restricted Investment (less the cost of disposition, if any) and (ii) the initial amount of such Restricted Investment; plus

(D) to the extent that any Unrestricted Subsidiary of the Company designated as such after the Issue Date is redesignated as a Restricted Subsidiary after the Issue Date, the lesser of (i) the Fair Market Value of the Company's Investment in such Subsidiary as of the date of such redesignation or (ii) such Fair Market Value as of the date on which such Subsidiary was originally designated as an Unrestricted Subsidiary after the Issue Date; plus

(E) 50% of any dividends received by the Company or a Restricted Subsidiary of the Company after the Issue Date from an Unrestricted Subsidiary of the Company, to the extent that such dividends were not otherwise included in the Consolidated Net Income of the Company for such period.

(b) The provisions of Section 4.07(a) hereof will not prohibit:

(1) the payment of any dividend or the consummation of any irrevocable redemption within 60 days after the date of declaration of the dividend or giving of the redemption notice, as the case may be, if at the date of declaration or notice, the dividend or redemption payment would have complied with the provisions of this Indenture;

(2) the making of any Restricted Payment in exchange for, or out of the net cash proceeds of the substantially concurrent sale (other than to a Subsidiary of the Company) of, Equity Interests of the Company (other than Disqualified Stock) or from the substantially concurrent contribution of common equity capital to the Company; *provided* that the amount of any such net cash proceeds that are utilized for any such Restricted Payment will be excluded from Section 4.07(a)(3)(B) hereof;

(3) the repurchase, redemption, defeasance or other acquisition or retirement for value of Subordinated Indebtedness with the net cash proceeds from a substantially concurrent incurrence of Permitted Refinancing Indebtedness;

(4) the payment of any dividend (or, in the case of any partnership or limited liability company, any similar distribution) by a Restricted Subsidiary of the Company to the holders of its Equity Interests on a pro rata basis;

(5) so long as no Default has occurred and is continuing or would be caused thereby, the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of the Company or any Restricted Subsidiary of the Company held by any current or former officer, director or employee of the Company or any of its Restricted Subsidiaries pursuant to any equity subscription agreement, stock option agreement, shareholders' agreement or similar agreement; *provided* that the aggregate price paid for all such repurchased, redeemed, acquired or retired Equity Interests may not exceed $1.0 million in any twelve month period plus (a) the net cash proceeds from the sale of Equity Interests (other than Disqualified Stock) to officers, directors or employees that occurs after the Issue Date to the extent that the net cash proceeds from the sale of such Equity Interests have not otherwise been applied to the making of Restricted Payments pursuant to Section 4.07(a)(3) or (b)(2) hereof and (b) any unused amounts under this clause (5) from the immediately preceding twelve month period occurring subsequent to the Issue Date; it being understood that the cancellation of Indebtedness owed by management to the Company in connection with such repurchase or redemption will not be deemed to be a Restricted Payment;

(6) the repurchase of Equity Interests deemed to occur upon the exercise of stock options to the extent such Equity Interests represent a portion of the exercise price of those stock options;

(7) so long as no Default has occurred and is continuing or would be caused thereby, the declaration and payment of regularly scheduled or accrued dividends to holders of any class or series of Disqualified Stock of the Company or any Restricted Subsidiary of the Company issued on or after the Issue Date in accordance with the Fixed Charge Coverage Ratio test described under Section 4.09 hereof;

(8) so long as no Default has occurred and is continuing or would be caused thereby, in the event of a Fundamental Change and after the completion of a Fundamental Change and all actions required hereunder in connection with such Fundamental Change (including any conversions and the purchase of all Notes tendered and not validly withdrawn), any purchase, defeasance, retirement, redemption or other acquisition of Subordinated Indebtedness at a price not greater than 101% of the principal amount of such Indebtedness (of if such Indebtedness was issued with original issue discount, 101% of the accreted value), together with any accrued and unpaid interest thereon;

(9) so long as no Default has occurred and is continuing or would be caused thereby, in the event of an Asset Sale and after the completion of the Asset Sale Offer (including the purchase of all Notes tendered and not validly withdrawn), any purchase, defeasance, retirement, redemption or other acquisition of Subordinated Indebtedness at a price not greater than 100% of the principal amount of such Indebtedness (of if such Indebtedness was issued with original issue discount, 100% of the accreted value), together with any accrued and unpaid interest thereon, using the proceeds of such Asset Sale (excluding proceeds applied to the purchase of Notes in such Asset Sale Offer);

(10) the payment of dividends on the Capital Stock of the Company of up to 6.0% per annum of the net proceeds received by the Company from any Public Equity Offering consummated after the Issue Date;

(11) any Restricted Payment made in connection with the Transactions or in connection with the transactions contemplated in connection with the issuance of the Notes, including without limitation in connection with any reverse stock split of the Equity Interests of the Company in connection with the issuance of the Notes;

(12) cash payment in lieu of issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for the Equity Interests of the Company;

(13) payments or distributions to dissenting stockholders pursuant to applicable law in connection with or in contemplation of a merger, consolidation or transfer of assets that complies with Section 5.01 hereof;

(14) so long as no Default has occurred and is continuing or would be caused thereby, other Restricted Payments in an aggregate amount not to exceed $5.0 million since the Issue Date; and

(15) payment of regularly scheduled cash interest or interest paid in kind on the Existing Notes and payment of the Existing Notes in full on the Stated Maturity.

(c) For purposes of determining compliance with this Section 4.07, if a Restricted Payment meets the criteria of more than one of the exceptions described in Section 4.07(b)(1) through (14) hereof or is entitled to be made according to Section 4.07(a) hereof, the Company may, in its sole discretion, classify or reclassify such Restricted Payment (or any portion thereof) in any manner that complies with this Section 4.07.

(d) The amount of all Restricted Payments (other than cash) will be the Fair Market Value on the date of the Restricted Payment of the asset(s) or securities proposed to be transferred or issued by the Company or such Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment. The Fair Market Value of any assets or securities that are required to be valued by this Section 4.07 will be determined by (a) Senior Management and (b) if such Fair Market Value exceeds $10.0 million, the Board of Directors of the Company whose resolution with respect thereto, accompanied by an Officers' Certificate, will be delivered to the Trustee. The Board of Directors' determination must be based upon an opinion or appraisal issued by an accounting, appraisal or investment banking firm of national standing if the Fair Market Value exceeds $15.0 million.

Section 4.08 Dividend and Other Payment Restrictions Affecting Subsidiaries.

(a) The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to:

(1) pay dividends or make any other distributions on its Capital Stock to the Company or any of its Restricted Subsidiaries, or with respect to any other interest or participation in, or measured by, its profits, or pay any indebtedness owed to the Company or any of its Restricted Subsidiaries;

(2) make loans or advances to the Company or any of its Restricted Subsidiaries; or

(3) sell, lease or transfer any of its properties or assets to the Company or any of its Restricted Subsidiaries.

(b) The restrictions in Section 4.08(a) hereof will not apply to encumbrances or restrictions existing under or by reason of:

(1) applicable law, rule, regulation or order;

(2) agreements governing Existing Indebtedness and the Senior Credit Facility, in each case, as in effect on the Issue Date and any amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings of those agreements; *provided* that the amendments, restatements, modifications, renewals, supplements, refundings, replacements or refinancings are not (i) materially more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in those agreements on the Issue Date or (ii) materially more restrictive than those customary in comparable financings as reasonably determined by the Board of Directors of the Company;

(3) the Notes Documents;

(4) any instrument governing Indebtedness or Capital Stock of a Person acquired by the Company or any of its Restricted Subsidiaries as in effect at the time of such acquisition (except to the extent such Indebtedness or Capital Stock was incurred in connection with or in contemplation of such acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired; *provided* that, in the case of Indebtedness, such Indebtedness was permitted by the terms of this Indenture to be incurred;

(5) Permitted Refinancing Indebtedness; *provided* that the restrictions contained in the agreements governing such Permitted Refinancing Indebtedness are not materially more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;

(6) agreements governing other Indebtedness incurred in compliance with Section 4.09 hereof; *provided* that the encumbrances or restrictions contained therein, taken as a whole, are not materially more restrictive than those contained in the Notes Documents, in each case, as then in effect;

(7) customary non-assignment and similar provisions in contracts, leases and licenses entered into in the ordinary course of business;

(8) purchase money obligations for property acquired in the ordinary course of business and Capital Lease Obligations that impose restrictions on the property purchased or leased of the nature described in Section 4.08(a)(3) hereof;

(9) any agreement for the sale or other disposition of a Restricted Subsidiary that restricts distributions by that Restricted Subsidiary pending the sale or other disposition;

(10) Permitted Liens and restrictions in the agreements relating thereto that limit the right of the debtor to dispose of the assets subject to such Liens;

(11) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(12) any encumbrance or restriction in connection with an acquisition of property, so long as such encumbrance or restriction relates solely to the property so acquired and was not created in connection with or in anticipation of such acquisition;

(13) provisions in agreements or instruments which prohibit the payment of dividends or the making of other distributions with respect to any class of Equity Interests of a Person other than on a pro rata basis;

(14) customary provisions in joint venture agreements and other similar agreements relating solely to such joint venture that restrict the transfer of ownership interests in such joint venture;

(15) restrictions on the sale or transfer of assets imposed under any agreement to sell such assets or granting an option to purchase such assets entered into with the approval of Senior Management; *provided* that such sale or transfer complies with the other provisions of this Indenture; and

(16) and instrument governing Indebtedness of a Foreign Restricted Subsidiary; *provided* that such Indebtedness was not prohibited by the terms of this Indenture.

Section 4.09 Incurrence of Indebtedness and Issuance of Preferred Stock.

(a) The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur") any Indebtedness (including Acquired Debt), and the Company will not issue any Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of preferred stock; *provided* that the Company may incur Indebtedness (including Acquired Debt) or issue Disqualified Stock, and the Guarantors may incur Indebtedness (including Acquired Debt), if the Fixed Charge Coverage Ratio for the Company's most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such additional Indebtedness is incurred or such Disqualified Stock or such preferred stock is issued, as the case may be, would have been at least 3.00 to 1.00, determined on a pro forma basis (including a pro forma application of the net proceeds therefrom), as if the additional Indebtedness had been incurred or the Disqualified Stock or the preferred stock had been issued, as the case may be, and the proceeds thereof applied at the beginning of such four-quarter period.

(b) The provisions of Section 4.09(a) hereof will not prohibit the incurrence of any of the following items of Indebtedness (collectively, "Permitted Debt"):

(1) the incurrence by the Company or any Restricted Subsidiary of the Company of additional Indebtedness and letters of credit under the Senior Credit Facility in an aggregate principal amount (excluding, in each case, interest (including any accrual or payment of in kind interest that may or has been added to principal) fees, costs, expenses and charges owed under the Senior Credit Facility) at any one time outstanding under this clause (1) not to exceed (a) $175.0 million (plus up to an additional $15.0 million in respect of additional principal (including overadvances) under the Senior Credit Facility, as in effect on the Issue Date), less (b) the sum of (x) the aggregate amount of all repayments, optional or mandatory, of the principal of any term Indebtedness thereunder that have been made by the Company or any of its Restricted Subsidiaries since the Issue Date as a result of the application of any Net Proceeds of Asset Sales pursuant to Section 4.10(b)(l)(a) hereof and (y) the aggregate amount of all commitment reductions with respect to any revolving credit extensions thereunder that have been made by the Company or any of its Restricted Subsidiaries since the Issue Date as a result of the application of any Net Proceeds of Asset Sales pursuant to Section 4.10(b)(1)(a) hereof;

(2) the incurrence by the Company and its Restricted Subsidiaries of Existing Indebtedness, including without limitation any PIK Notes (as defined in the Existing Indenture) issued as PIK Interest (as defined in the Existing Indenture) on the Existing Notes issued on the Original Issue Date (or issued as PIK Interest (as defined in the Existing Indenture) on PIK Notes (as defined in the Existing Indenture) issued under the Existing Indenture), and in each case, guarantees thereof;

(3) the incurrence by the Company and the Guarantors of Indebtedness represented by (i) the Notes to be issued on the Issue Date, (ii) PIK Notes issued as PIK Interest on the Notes issued on the Issue Date (or issued as PIK Interest on PIK Notes previously issued under this subclause (ii)) and (iii) guarantees of the Notes described in subclauses (i) and (ii);

(4) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness represented by Capital Lease Obligations, mortgage financings or purchase money obligations, in each case, incurred within 360 days of the acquisition or completion of construction or installation for the purpose of financing all or any part of the purchase price or cost of design, construction, installation or improvement of property, plant or equipment used in the business of the Company or any of its Restricted Subsidiaries, or Attributable Debt relating to a sale leaseback transaction, in an aggregate principal amount, including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (4), not to exceed $7.5 million at any time outstanding;

(5) the incurrence by the Company or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease or discharge any Indebtedness (other than intercompany Indebtedness) that was permitted by this Indenture to be incurred under Section 4.09(a) or clauses (2), (3), (5), (14), (15) and (18) of this paragraph (b);

(6) the incurrence by the Company or any of its Restricted Subsidiaries of intercompany Indebtedness between or among the Company and any of its Restricted Subsidiaries; *provided*, *however*, that:

(A) if the Company or any Guarantor is the obligor on such Indebtedness and the payee is not the Company or a Guarantor, such Indebtedness must be expressly subordinated to the prior payment in full in cash of all Obligations then due with respect to the Notes, in the case of the Company, or the Note Guarantee, in the case of a Guarantor; and

(B) (i) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness being held by a Person other than the Company or a Restricted Subsidiary of the Company and (ii) any sale or other transfer of any such Indebtedness to a Person that is not either the Company or a Restricted Subsidiary of the Company, will be deemed, in each case, to constitute an incurrence of such Indebtedness by the Company or such Restricted Subsidiary, as the case may be, that was not permitted by this clause (6);

(7) the issuance by any of the Company's Restricted Subsidiaries to the Company or to any of its Restricted Subsidiaries of shares of preferred stock; *provided*, *however*, that:

(A) any subsequent issuance or transfer of Equity Interests that results in any such preferred stock being held by a Person other than the Company or a Restricted Subsidiary of the Company; and

(B) any sale or other transfer of any such preferred stock to a Person that is not either the Company or a Restricted Subsidiary of the Company, will be deemed, in each case, to constitute an issuance of such preferred stock by such Restricted Subsidiary that was not permitted by this clause (7);

(8) the incurrence by the Company or any of its Restricted Subsidiaries of Hedging Obligations in the ordinary course of business and not for speculative purposes;

(9) the guarantee by the Company or any of the Guarantors of Indebtedness of the Company or a Restricted Subsidiary of the Company that was permitted to be incurred by another provision of this Section 4.09; *provided* that if the Indebtedness being guaranteed is subordinated to or *pari passu* with the Notes, then the Guarantee shall be subordinated or *pari passu*, as applicable, to the same extent as the Indebtedness guaranteed;

(10) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness in respect of workers' compensation claims, health disability or other employee benefits or property, casualty or liability insurance or self-insurance obligations, reimbursement obligations with respect to commercial letters of credit, bankers' acceptances and performance and surety bonds in the ordinary course of business;

(11) Indebtedness arising from agreements of the Company or a Restricted Subsidiary providing for indemnification, adjustment of purchase price, earn-out or other similar obligations, in each case, incurred or assumed in connection with the disposition of any business, assets or a Restricted Subsidiary in accordance with the terms of this Indenture, other than Indebtedness or guarantees of Indebtedness incurred or assumed by any Person acquiring all or any portion of such business, assets or Restricted Subsidiary for the purpose of financing such acquisition; *provided* that the maximum assumable liability in respect of all such Indebtedness shall at no time exceed the gross proceeds actually received by the Company and its Restricted Subsidiaries in connection with such disposition;

(12) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently drawn against insufficient funds, so long as such Indebtedness is covered within five Business Days;

(13) endorsements of instruments or other items of deposit;

(14) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness owed to any current or former officer, director or employee of the Company or any of its Restricted Subsidiaries in connection with the repurchase, redemption or other acquisition or retirement of Equity Interests held by any such current or former officer, director or employee of the Company or any of its Restricted Subsidiaries; *provided* that such repurchase, redemption or other acquisition or retirement is permitted by Section 4.07(b)(5) hereof;

(15) Indebtedness of a Restricted Subsidiary incurred and outstanding on or prior to the date on which such Restricted Subsidiary was acquired by the Company or any Restricted Subsidiary or merged into the Company or a Restricted Subsidiary in accordance with the terms of this Indenture (other than Indebtedness incurred in contemplation of, or in connection with, the transaction or series of related transactions pursuant to which such Restricted Subsidiary became a Restricted Subsidiary of or was otherwise acquired by or merged into the Company or such Restricted Subsidiary); *provided* that after giving effect to such transaction, (a) the Company would have been able to incur at least $1.00 of additional Indebtedness pursuant to Section 4.09(a) hereof and (b) such Restricted Subsidiary is (i) a Domestic Restricted Subsidiary and becomes a Guarantor or (ii) is a Foreign Restricted Subsidiary and the aggregate principal amount of Indebtedness at any time outstanding under this clause (15)(b)(ii), together with the aggregate principal amount of Indebtedness outstanding under clause (16) below, not to exceed $12.5 million;

(16) the incurrence by Foreign Restricted Subsidiaries of the Company of Indebtedness in an aggregate principal amount at any time outstanding pursuant to this clause (16), together with the aggregate principal amount outstanding pursuant to clause (15)(b)(ii) above, not to exceed the excess of (a) $15.0 million over (b) the sum of (x) the aggregate amount of all optional repayments of the principal of any term Indebtedness thereunder that have been made by the Company or any of its Restricted Subsidiaries since the Issue Date and (y) the aggregate amount of all commitment reductions with respect to any revolving credit extensions thereunder that have been made by the Company or any of its Restricted Subsidiaries since the Issue Date;

(17) [reserved];

(18) the incurrence by the Company or any of its Restricted Subsidiaries of additional Indebtedness in an aggregate principal amount (or accreted value, as applicable) at any time outstanding, including all Permitted Refinancing Indebtedness incurred to renew, refund, refinance, replace, defease or discharge any Indebtedness incurred pursuant to this clause (18), not to exceed $10.0 million; and

(19) the incurrence by the Company and the Guarantors of Indebtedness represented by (i) Additional Notes in an aggregate principal amount not to exceed $25.0 million, the proceeds of which are used to finance the acquisition of a Permitted Business or a Person engaged in a Permitted Business, (ii) PIK Notes issued as PIK Interest on such Additional Notes (or issued as PIK Interest on PIK Notes previously issued under this subclause (ii)) and (iii) guarantees of the Additional Notes described in subclauses (i) and (ii).

(c) The Company will not incur, and will not permit any Guarantor to incur, any Indebtedness (including Permitted Debt but excluding the Existing Notes) that is subordinated in right of payment to any other Indebtedness of the Company or such Guarantor unless such Indebtedness is also subordinated in right of payment to the Notes and the applicable Note Guarantee on substantially identical terms; *provided*, *however*, that no Indebtedness will be deemed to be subordinated in right of payment to any other Indebtedness of the Company solely by virtue of being unsecured or by virtue of being secured on a junior priority basis with respect to the same Collateral.

(d) For purposes of determining compliance with this Section 4.09, in the event that an item of proposed Indebtedness meets the criteria of more than one of the categories of Permitted Debt described in clauses (1) through (19) above, or is entitled to be incurred pursuant to Section 4.09(a) hereof, the Company will be permitted to classify such item of Indebtedness on the date of its incurrence, or later reclassify all or a portion of such item of Indebtedness, in any manner that complies with this covenant. Indebtedness under the Senior Credit Facility will be deemed to have been incurred in reliance on the exception provided by clause (1) of the definition of Permitted Debt. The accrual of interest or premium, the accretion or amortization of original issue discount, the payment of interest on any Indebtedness in the form of additional Indebtedness with the same terms, the reclassification of preferred stock as Indebtedness due to a change in accounting principles, and the payment of dividends on Disqualified Stock in the form of additional shares of the same class of Disqualified Stock will not be deemed to be an incurrence of Indebtedness or an issuance of Disqualified Stock for purposes of this Section 4.09; *provided*, in each such case, that the amount of any such accrual, accretion or payment is included in Fixed Charges of the Company as accrued. Notwithstanding any other provision of this Section 4.09, the maximum amount of Indebtedness that the Company or any Restricted Subsidiary may incur pursuant to this Section 4.09 shall not be deemed to be exceeded solely as a result of fluctuations in exchange rates or currency values.

(e) The amount of any Indebtedness outstanding as of any date will be:

(1) the accreted value of the Indebtedness, in the case of any Indebtedness issued with original issue discount;

(2) the principal amount of the Indebtedness, in the case of any other Indebtedness; and

(3) in respect of Indebtedness of another Person secured by a Lien on the assets of the specified Person, the lesser of:

(A) the Fair Market Value of such assets at the date of determination; and

(B) the amount of the Indebtedness of the other Person.

Section 4.10 Asset Sales.

(a) The Company will not, and will not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

(1) the Company (or the Restricted Subsidiary, as the case may be) receives consideration at the time of the Asset Sale at least equal to the Fair Market Value (measured as of the date of the definitive agreement with respect to such Asset Sale) of the assets or Equity Interests issued or sold or otherwise disposed of; and

(2) at least 75% of the consideration received in the Asset Sale by the Company or such Restricted Subsidiary is in the form of cash or Cash Equivalents. For purposes of this provision, each of the following will be deemed to be cash:

(A) any liabilities, as shown on the Company's most recent consolidated balance sheet, of the Company or any Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms unsecured or subordinated in right of payment or as to Lien priority to the Notes or any Note Guarantee) that are assumed by the transferee of any such assets pursuant to a customary novation agreement that releases the Company or such Restricted Subsidiary from further liability;

(B) any securities, notes or other obligations received by the Company or any such Restricted Subsidiary from such transferee that are within 180 days after such Asset Sale, converted by the Company or such Restricted Subsidiary into cash, to the extent of the cash received in that conversion;

(C) any stock or assets of the kind referred to in Section 4.10(b)(2) or (4) hereof; and

(D) any Designated Noncash Consideration received by the Company or any Restricted Subsidiary in such Asset Sale having an aggregate Fair Market Value, taken together with all other Designated Noncash Consideration received pursuant to this clause (D), not to exceed $5.0 million, with the Fair Market Value of each item of Designated Noncash Consideration being measured at the time received and without giving effect to subsequent changes in value.

(b) Within 360 days after the receipt of any Net Proceeds from an Asset Sale, the Company (or the applicable Restricted Subsidiary, as the case may be) may apply such Net Proceeds:

(1) (a) to repay Indebtedness and other Obligations under the Existing Indenture or the Senior Credit Facility and to correspondingly permanently reduce any revolving commitments with respect thereto and (b) in the case of an Asset Sale of the asset or property of a Foreign Restricted Subsidiary of the Company, to repay Indebtedness and other Obligations under the agreements governing Permitted Debt described in clause (16) of the definition thereof;

(2) to acquire all or substantially all of the assets of, or any Capital Stock of, another Person engaged in a Permitted Business, if, after giving effect to any such acquisition, the Permitted Business is or becomes a Restricted Subsidiary or a line of business of the Company;

(3) to make a capital expenditure;

(4) to acquire other assets that are not classified as current assets under GAAP and that are used or useful in a Permitted Business; and

(5) any combination of the foregoing;

*provided* that in the case of clauses (2), (3) and (4) above, a binding commitment shall be treated as a permitted application of the Net Proceeds from the date of such commitment so long as the Company or such Restricted Subsidiary, as the case may be, enters into such commitment with the good faith expectation that such Net Proceeds will be applied to satisfy such commitment within 180 days of such commitment and, in the event any such commitment is later cancelled or terminated for any reason before the Net Proceeds are applied in connection therewith, then such Net Proceeds must be applied as set forth herein or if such cancellation or termination occurs later than the 360-day period referred to below, shall constitute Excess Proceeds.

Pending the final application of any Net Proceeds, the Company may temporarily reduce revolving credit borrowings or otherwise invest the Net Proceeds in any manner that is not prohibited by this Indenture.

(c) Any Net Proceeds from Asset Sales that are not applied or invested as provided in the second paragraph of this covenant will constitute "Excess Proceeds." Within 15 days after the aggregate amount of Excess Proceeds exceeds $12.5 million, the Company will make an offer (an "Asset Sale Offer") to all Holders of Notes to purchase the maximum principal amount of Notes that may be purchased with the Excess Proceeds. The offer price in any Asset Sale Offer will be equal to 100% of the principal amount plus accrued and unpaid interest, if any, to the date of purchase, and will be payable in cash. If any Excess Proceeds remain after consummation of an Asset Sale Offer, the Company may use those Excess Proceeds for any purpose not otherwise prohibited by this Indenture. If the aggregate principal amount of Notes tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the Trustee will select the Notes to be purchased on a pro rata basis for definitive Notes but subject to the procedures of the Depositary for Global Notes. Upon completion of each Asset Sale Offer, the amount of Excess Proceeds will be reset at zero.

(d) The Asset Sale Offer will remain open for a period of at least 20 Business Days following its commencement and not more than 30 Business Days, except to the extent that a longer period is required by applicable law (the "Offer Period"). No later than three Business Days after the termination of the Offer Period (the "Purchase Date"), the Company will apply all Excess Proceeds (the "Offer Amount") to the purchase of Notes or, if less than the Offer Amount has been tendered, all Notes tendered in response to the Asset Sale Offer. Payment for any Notes so purchased will be made in the same manner as interest payments are made.

If the Purchase Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest and premium, if any, will be paid to the Person in whose name a Note is registered at the close of business on such record date.

Upon the commencement of an Asset Sale Offer, the Company will send, by first class mail, a notice to the Trustee and each of the Holders, which contains all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Asset Sale Offer. The notice, which will govern the terms of the Asset Sale Offer, will state:

(1) that the Asset Sale Offer is being made pursuant to this Section 4.10 and the length of time the Asset Sale Offer will remain open;

(2) the Offer Amount, the purchase price and the Purchase Date;

(3) that any Note not tendered or accepted for payment will continue to accrue interest;

(4) that, unless the Company defaults in making such payment, any Note accepted for payment pursuant to the Asset Sale Offer will cease to accrue interest after the Purchase Date;

(5) that Holders electing to have a Note purchased pursuant to an Asset Sale Offer may elect to have Notes purchased in integral multiples of $1.00 only; *provided* that no Notes in denominations of $2,000 or less may be redeemed or purchased in part, or if a PIK Payment has occurred, no Notes of $1.00 or less shall be redeemed or purchased in part;

(6) that Holders electing to have Notes purchased pursuant to any Asset Sale Offer will be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" attached to the Notes completed, or transfer by book-entry transfer, to the Company, a Depositary, if appointed by the Company, or a Paying Agent at the address specified in the notice at least three days before the Purchase Date;

(7) that Holders will be entitled to withdraw their election if the Company, the Depositary or the Paying Agent, as the case may be, receives, not later than the expiration of the Offer Period, a telegram, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have such Note purchased;

(8) that, if the aggregate principal amount of Notes surrendered by the Holders exceeds the Offer Amount, the Trustee will select the Notes to be purchased on a pro rata basis; and

(9) that Holders whose Notes were purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (or transferred by book-entry transfer).

On or before the Purchase Date, the Company will, to the extent lawful, accept for payment, on a pro rata basis to the extent necessary, the Offer Amount of Notes or portions thereof tendered pursuant to the Asset Sale Offer, or if less than the Offer Amount has been tendered, all Notes tendered, and will deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate stating that such Notes or portions thereof were accepted for payment by the Company in accordance with the terms of this Section 4.10. The Company, the Depositary or the Paying Agent, as the case may be, will promptly (but in any case not later than five days after the Purchase Date) mail or deliver to each tendering Holder an amount equal to the purchase price of the Notes tendered by such Holder and accepted by the Company for purchase, and the Company will promptly issue a new Note, and the Trustee, upon written request from the Company, will authenticate and mail or deliver (or cause to be transferred by book entry) such new Note to such Holder, in a principal amount equal to any unpurchased portion of the Note surrendered. Any Note not so accepted shall be promptly mailed or delivered by the Company to the Holder thereof. The Company will publicly announce the results of the Asset Sale Offer on the Purchase Date.

If less than all of the Notes are to be purchased in an Asset Sale Offer at any time, the Trustee will select Notes for purchase on a pro rata basis, by lot or other method in any case the Trustee considers appropriate, with respect to Global Notes, subject to the rules and procedures of the Depositary unless otherwise required by law or applicable stock exchange requirements, not less than 30 nor more than 60 days prior to the Purchase Date by the Trustee from the outstanding Notes not previously purchased.

The Trustee will promptly notify the Company in writing of the Notes selected for purchase and, in the case of any Note selected for partial purchase, the principal amount thereof to be purchased. Notes and portions of Notes selected will be in amounts of $1,000 or whole multiples of $1.00; *provided* that if all of the Notes of a Holder are to be purchased, the entire outstanding amount of Notes held by such Holder shall be purchased; *provided*, *further*, that no Notes in denominations of $2,000 or less may be purchased in part or if a PIK Payment has occurred, no Notes of $1.00 or less shall be purchased in part. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes purchased also apply to portions of Notes purchased.

No later than 10:00 a.m. Eastern time on the Purchase Date, the Company will deposit with the Trustee or with the Paying Agent money sufficient to pay the purchase price of and accrued interest or premium, if any, on all Notes to be purchased on that date. The Trustee or the Paying Agent will promptly return to the Company any money deposited with the Trustee or the Paying Agent by the Company in excess of the amounts necessary to pay the purchase price of, and accrued interest or premium, if any, on all Notes to be purchased.

If the Company complies with the provisions of the preceding paragraph, on and after the Purchase Date, interest will cease to accrue on the Notes or the portions of Notes purchased. If a Note is purchased on or after an interest record date but on or prior to the related interest payment date, then any accrued and unpaid interest shall be paid to the Person in whose name such Note was registered at the close of business on such record date. If any Note purchased is not so paid upon surrender for redemption or purchase because of the failure of the Company to comply with the preceding paragraph, interest shall be paid on the unpaid principal, from the redemption or purchase date until such principal is paid, and to the extent lawful on any interest not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01 hereof.

(e) The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with each repurchase of Notes pursuant to an Asset Sale Offer. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 4.10, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 4.10 by virtue of such compliance.

Section 4.11 Transactions with Affiliates.

(a) The Company will not, and will not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate of the Company (each, an "Affiliate Transaction"), unless:

(1) the Affiliate Transaction is on terms that are no less favorable to the Company or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person; and

(2) the Company delivers to the Trustee:

(A) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $5.0 million, a resolution of the Board of Directors of the Company accompanied by an Officers' Certificate certifying that such Affiliate Transaction complies with this covenant and that such Affiliate Transaction has been approved by a majority of the disinterested members of the Board of Directors of the Company; and

(B) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of $10.0 million, an opinion as to the fairness to the Company or such Restricted Subsidiary of such Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of national standing.

(b) The following items will not be deemed to be Affiliate Transactions and, therefore, will not be subject to the provisions of Section 4.11(a) hereof:

(1) payment of reasonable fees, compensation, expenses, bonus, separation or severance to employees, officers or directors (including indemnification to the fullest extent permitted by applicable law, directors' and officers' insurance and similar arrangements, employment contracts, non-competition and confidentiality agreements and similar instruments or payments) in the ordinary course of business which have been approved by a majority of the disinterested members of the Board of Directors of the Company;

(2) maintenance in the ordinary course of business of reasonable benefit programs or arrangements for employees, officers or directors, including vacation plans, health and life insurance plans, SERPs, split dollar life insurance plans, deferred compensation plans, retirement or savings plans, stock option plans, stock ownership or purchase plans or any other similar arrangements or plans;

(3) transactions between or among the Company and/or its Restricted Subsidiaries;

(4) transactions with a Person (other than an Unrestricted Subsidiary of the Company) that is an Affiliate of the Company solely because the Company owns, directly or through a Restricted Subsidiary, an Equity Interest in, or controls, such Person;

(5) any issuance of Equity Interests (other than Disqualified Stock) of the Company to Affiliates of the Company or any contribution of capital to the Company and the granting of registration rights in connection therewith;

(6) Restricted Payments that do not violate Section 4.07 hereof;

(7) Permitted Investments described under clauses (8) and (13) of the definition of the term "Permitted Investments";

(8) any transaction pursuant to any contract or agreement as in effect on the Issue Date as the same may be amended, modified or replaced from time to time so long as any such amendment, modification or replacement is not materially more disadvantageous to the Company or its Restricted Subsidiaries, taken as a whole, than the contract or agreement as in effect on the Issue Date;

(9) transactions with customers, clients, suppliers, joint venture partners or purchasers or sellers of goods or services, in each case in the ordinary course of business of the Company and its Restricted Subsidiaries and otherwise in compliance with the terms of this Indenture; *provided* that in the reasonable determination of the Board of Directors of the Company or Senior Management, such transactions are on terms that are no less favorable to the Company or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person;

(10) transactions with an Affiliate in its capacity as a purchaser or holder of Indebtedness or other securities of the Company or any Restricted Subsidiary of the Company in which such Affiliate is treated no more favorably than the other purchasers or holders of Indebtedness or other securities of the Company or such Restricted Subsidiary (except as otherwise permitted under this Section 4.11);

(11) investments by Affiliates of the Company in securities of the Company or any of its Restricted Subsidiaries (and payment of reasonable out-of-pocket expenses incurred by such Affiliates in connection therewith) so long as the investment is being offered by the Company or such Restricted Subsidiary generally to other non-affiliated third party investors on the same or more favorable terms;

(12) any transaction pursuant to any employment agreement entered into between the Company and any employee of the Company on or after the Original Issue Date or pursuant to the Company's 2017 Management Incentive Plan dated as of the Original Issue Date (as may be amended with the approval of a majority of the disinterested members of the Board of Directors of the Company); and

(13) transactions with an Affiliate in its capacity as a purchaser, holder, participant, sub participant or other direct or indirect owner of Indebtedness of the Company or any Restricted Subsidiary of the Company incurred under the Senior Credit Facility or the Existing Indenture.

Section 4.12 Liens. The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien of any kind on any asset now owned or hereafter acquired, except Permitted Liens.

Section 4.13 Business Activities. The Company will not, and will not permit any of its Restricted Subsidiaries to, engage in any business other than Permitted Businesses, except to such extent as would not be material to the Company and its Restricted Subsidiaries taken as a whole.

Section 4.14 Corporate Existence. Subject to Article 5 hereof, the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect:

(1) its corporate existence, and the corporate, partnership or other existence of each of its Subsidiaries, in accordance with the respective organizational documents (as the same may be amended from time to time) of the Company or any such Subsidiary; and

(2) the rights (charter and statutory), licenses and franchises of the Company and its Subsidiaries; *provided*, *however*, that the Company shall not be required to preserve any such right, license or franchise, or the corporate, partnership or other existence of any of its Subsidiaries, if the Board of Directors shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and its Subsidiaries, taken as a whole, and that the loss thereof is not adverse in any material respect to the Holders of the Notes.

Section 4.15 [Reserved].

Section 4.16 [Reserved].

Section 4.17 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 "Premises"), the Company or such Guarantor shall deliver to the Collateral Agent, if and only to the extent such Premises are pledged to secure any other Indebtedness on the date that such premises are pledged to secure any other Indebtedness (or, in the case of Premises acquired after the Issue Date, no later than 90 days after 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 Premises purported to be covered by the related Mortgage, 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 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); and

(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.

Notwithstanding anything to the contrary, (a) the requirements of Section 4.17(2) through (5) shall not apply to any Premises owned by the Company or any Guarantor on the Issue Date and (b) the Company and Guarantors shall only be required to deliver the documents required by Section 4.17(1) to the extent such Premises are pledged to secure the Senior Credit Facility, with any such documents delivered in respect of premises securing the Senior Credit Facility on the Issue Date required to be delivered no later than 90 days after the Issue Date.

The Company and any Guarantor that is a lessee of 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 notwithstanding anything to the contrary, in the case where such lease is a lease in existence on the Issue Date, the Company or Guarantor shall not be required 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 Officers' 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 into such an agreement and the Trustee or the Collateral Agent each shall have the right to decline signing such an agreement if, after being advised by counsel, the Trustee or the Collateral Agent, as the case may be, determines in good faith that such action would expose the Trustee or the Collateral Agent, respectively, 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 4.18 Limitation on Sale and Leaseback Transactions. The Company will not, and will not permit any of its Restricted Subsidiaries to, enter into any sale and leaseback transaction; *provided* that the Company or any Guarantor may enter into a sale and leaseback transaction if:

(1) the Company or that Restricted Subsidiary, as applicable, could have (A) incurred Indebtedness in an amount equal to the Attributable Debt relating to such sale and leaseback transaction under (i) the Fixed Charge Coverage Ratio test in Section 4.09(a) hereof or (ii) clause (4) or (18) of the definition of Permitted Debt and (B) incurred a Lien to secure such Indebtedness pursuant to Section 4.12 hereof;

(2) the gross cash proceeds of that sale and leaseback transaction are at least equal to the Fair Market Value, as determined in good faith by the Board of Directors of the Company and set forth in an Officers' Certificate delivered to the Trustee, of the property that is the subject of that sale and leaseback transaction; and

(3) the transfer of assets in that sale and leaseback transaction is permitted by, and the Company applies the proceeds of such transaction in compliance with, Section 4.10 hereof.

Section 4.19 [Reserved].

Section 4.20 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, or that the Collateral Agent from time to time may reasonably request (but shall have no duty to), 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 4.21 [Reserved].

Section 4.22 Additional Note Guarantees. If (i) the Company or any of its Restricted Subsidiaries acquires or creates another Domestic Restricted Subsidiary after the Issue Date or (ii) if any Restricted Subsidiary shall guarantee any Indebtedness of the Company or any Guarantor, then, in each case of clause (i) or (ii), such Restricted Subsidiary shall within 10 Business Days of the date on which it was acquired or created (or, in the case of clause (ii), simultaneously with the guarantee of such other Indebtedness) (i) execute and deliver to the Trustee a supplemental indenture, substantially in the form attached as Exhibit E hereto, pursuant to which such Restricted Subsidiary will Guarantee the Notes, (ii) execute and deliver to the Collateral Agent joinder agreements or other similar agreements with respect the applicable Collateral Documents (and, in the case any Restricted Subsidiary that is not a Domestic Restricted Subsidiary, execute Collateral Documents (or joinders thereto) granting Liens to the Collateral Agent on the same assets as any Liens granted by such Restricted Subsidiary to secure its obligations as a guarantor of such other Indebtedness and governed by the same governing law as any documentation granting such Liens to secure such other Indebtedness) and (iii) deliver to the Trustee an Opinion of Counsel and Officers' Certificate that such supplemental indenture and other documents required to be delivered pursuant to clause (ii) above have been duly authorized, executed and delivered and constitute legally valid and binding and enforceable obligations (subject to customary qualifications and exceptions) and is authorized or permitted by this Indenture; *provided* that any Restricted Subsidiary that constitutes an Immaterial Subsidiary need not become a Guarantor until such time as it ceases to be an Immaterial Subsidiary. The form of such Note Guarantee is attached as Exhibit E hereto.

Section 4.23 Designation of Restricted and Unrestricted Subsidiaries. The Board of Directors of the Company may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if that designation would not cause a Default. If a Restricted Subsidiary is designated as an Unrestricted Subsidiary, the aggregate Fair Market Value of all outstanding Investments owned by the Company and its Restricted Subsidiaries in the Subsidiary designated as Unrestricted will be deemed to be an Investment made as of the time of the designation and will be treated as a Restricted Payment under Section 4.07 hereof or a Permitted Investment under one or more clauses of the definition of Permitted Investments, as determined by the Company. That designation will only be permitted if the Investment would be permitted at that time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. The Board of Directors of the Company may redesignate any Unrestricted Subsidiary to be a Restricted Subsidiary if that redesignation would not cause a Default.

Any designation of a Subsidiary of the Company as an Unrestricted Subsidiary will be evidenced to the Trustee by delivering to the Trustee a certified copy of a resolution of the Board of Directors giving effect to such designation and an Officers' Certificate certifying that such designation complied with the preceding conditions and was permitted by Section 4.07 hereof. If, at any time, any Unrestricted Subsidiary would fail to meet the preceding requirements as an Unrestricted Subsidiary, it will thereafter cease to be an Unrestricted Subsidiary for purposes of this Indenture and any Indebtedness of such Subsidiary will be deemed to be incurred by a Restricted Subsidiary of the Company as of such date and, if such Indebtedness is not permitted to be incurred as of such date under Section 4.09 hereof, the Company will be in default of such covenant. The Board of Directors of the Company may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary of the Company; *provided* that such designation will be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of the Company of any outstanding Indebtedness of such Unrestricted Subsidiary, and such designation will only be permitted if (1) such Indebtedness is permitted under Section 4.09 hereof, calculated on a pro forma basis as if such designation had occurred at the beginning of the four-quarter reference period; and (2) no Default or Event of Default would be in existence following such designation.

## ARTICLE 5

## SUCCESSORS

Section 5.01 Merger, Consolidation, or Sale of Assets.

(a) The Company will not, directly or indirectly: (1) consolidate or merge with or into another Person (whether or not the Company is the surviving corporation); or (2) sell, assign, transfer, convey or otherwise dispose of all or substantially all of the properties or assets of the Company and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to another Person, unless:

(1) either:

(A) the Company is the surviving corporation; or

(B) the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which such sale, assignment, transfer, conveyance or other disposition has been made (the "Successor Company") is a corporation organized or existing under the laws of the United States, any state of the United States or the District of Columbia;

(2) the Successor Company assumes all the obligations of the Company under the Notes, this Indenture and the Collateral Documents pursuant to agreements reasonably satisfactory to the Trustee;

(3) the Successor Company shall take such action (or agree to take such action) and deliver such agreements, instruments, or documents as may be necessary or appropriate to cause any property or assets that constitute Collateral owned by or transferred to the Successor Company to be subject to the Liens of the Collateral Agent in the manner and to the extent required under the Collateral Documents;

(4) immediately after such transaction, no Default or Event of Default exists;

(5) the Company or the Successor Company would, on the date of such transaction after giving pro forma effect thereto and any related financing transactions as if the same had occurred at the beginning of the applicable four-quarter period, either (a) be permitted to incur at least $1.00 of additional Indebtedness pursuant to the Fixed Charge Coverage Ratio test set forth in Section 4.09(a) hereof or (b) have a Fixed Charge Coverage Ratio greater than the Fixed Charge Coverage Ratio immediately prior to such transactions; and

(6) the Company shall have delivered to the Trustee (i) an Officers' Certificate and an Opinion of Counsel, each stating that (x) such consolidation, merger, sale, assignment, transfer, conveyance or other disposition and the agreements, instruments or documents required by Sections 5.01(a)(2) and (3) (including any supplemental indentures) comply with this Indenture and the other Notes Documents and (y) the agreements, instruments or documents required by Section 5.01(a)(2) and (3) (including any supplemental indentures) constitute legal, valid and binding obligations of the Company or Successor Company (as appropriate) and the Guarantors, enforceable (subject to customary exceptions) in accordance with their terms, and (ii) if applicable, any documentation and other information about the Successor Company reasonably requested in writing by the Trustee that the Trustee shall have reasonably determined is required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including Title III of the USA Patriot Act.

In addition, the Company will not, directly or indirectly, lease all or substantially all of the properties and assets of it and its Restricted Subsidiaries taken as a whole, in one or more related transactions, to any other Person.

(b) Clauses (3) and (4) of Section 5.01(a) will not apply to:

(1) a merger of the Company with an Affiliate solely for the purpose of reincorporating the Company in another jurisdiction; or

(2) any consolidation or merger, or any sale, assignment, transfer, conveyance, lease or other disposition of assets between or among the Company, the Guarantors and Immaterial Subsidiaries.

Section 5.02 Successor Corporation Substituted. Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the properties or assets of the Company in a transaction that is subject to, and that complies with the provisions of, Section 5.01 hereof, the Successor Company shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, assignment, transfer, lease, conveyance or other disposition, the provisions of this Indenture referring to the "Company" shall refer instead to the Successor Company and not to the Company), and may exercise every right and power of the Company under this Indenture with the same effect as if the Successor Company had been named as the Company herein; *provided*, *however*, that the predecessor Company shall not be relieved from the obligation to pay the principal of and interest on the Notes except in the case of a sale of all of the Company's assets in a transaction that is subject to, and that complies with the provisions of, Section 5.01 hereof.

**ARTICLE 6**

**DEFAULTS AND REMEDIES**

Section 6.01 Events of Default.

Each of the following is an "Event of Default":

(1) default for 30 days in the payment when due of interest on the Notes;

(2) default in the payment when due (at maturity, upon redemption or otherwise) of the principal of, or premium, if any, on, the Notes;

(3) failure by the Company or any of its Restricted Subsidiaries to comply with Section 4.07, 4.09, 4.10, 5.01 or Article 15 hereof;

(4) failure by the Company or any of its Restricted Subsidiaries for 60 days after notice to the Company by the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding voting as a single class to comply with any of the other agreements in the Notes Documents;

(5) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any of its Restricted Subsidiaries (or the payment of which is guaranteed by the Company or any of its Restricted Subsidiaries), whether such Indebtedness or Guarantee now exists, or is created after the Issue Date, if that default:

(a) is caused by a failure to pay principal of, or interest or premium, if any, on, such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default (a "Payment Default"); or

(b) results in the acceleration of such Indebtedness prior to its express maturity, and, in each case, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates $15.0 million or more;

(6) failure by the Company or any of its Restricted Subsidiaries to pay final judgments entered by a court or courts of competent jurisdiction aggregating in excess of $15.0 million (net of any amounts which are covered by enforceable insurance policies issued by a reputable and solvent carrier and with respect to which such carrier has not disclaimed coverage), which judgments are not paid, discharged or stayed for a period of 60 days;

(7) except as permitted by 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 Default does not result from any unauthorized action by the Collateral Agent in express violation of any provision of the Collateral Documents;

(8) except as permitted by this Indenture, any Note Guarantee of any Restricted Subsidiary that is a Significant Subsidiary or the Note Guarantees of any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary, are held in any judicial proceeding to be unenforceable or invalid or cease 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;

(9) the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries of the Company that, taken together, would constitute a Significant Subsidiary pursuant to or within the meaning of the Bankruptcy Code:

(a) commences a voluntary case,

(b) consents to the entry of an order for relief against it in an involuntary case,

(c) consents to the appointment of a custodian of it or for all or substantially all of its property,

(d) makes a general assignment for the benefit of its creditors, or

(e) generally is not paying its debts as they become due;

(10) a court of competent jurisdiction enters an order or decree under the Bankruptcy Code that:

(a) is for relief against the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries of the Company that, taken together, would constitute a Significant Subsidiary in an involuntary case;

(b) appoints a custodian of the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries of the Company that, taken together, would constitute a Significant Subsidiary or for all or substantially all of the property of the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries of the Company that, taken together, would constitute a Significant Subsidiary; or

(c) orders the liquidation of the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries of the Company that, taken together, would constitute a Significant Subsidiary;

and the order or decree remains unstayed and in effect for 60 consecutive days; and

(11) 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.

Section 6.02 Acceleration. In the case of an Event of Default specified in clause (9) or (10) of Section 6.01 hereof, with respect to the Company, any Restricted Subsidiary of the Company that is a Significant Subsidiary or any group of Restricted Subsidiaries of the Company that, taken together, would constitute a Significant Subsidiary, all outstanding Notes will become due and payable immediately without further action or notice. If any other Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately.

Upon any such declaration, the Notes shall become due and payable immediately.

The Holders of a majority in aggregate principal amount of the then outstanding Notes by written notice to the Trustee may, on behalf of all of the Holders, rescind an acceleration and its consequences, if the rescission would not conflict with any judgment or decree and if all existing Events of Default (except nonpayment of principal, interest or premium, if any, that has become due solely because of the acceleration) have been cured or waived.

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, interest and premium, if any, 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 them in the proceeding. A delay or omission by the Trustee or any Holder of a Note 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. All remedies are cumulative to the extent permitted by law.

Section 6.04 Waiver of Past Defaults. Holders of not less than a majority in aggregate principal amount of the then outstanding Notes by notice to the Trustee may on behalf of the Holders of all of the Notes waive an existing Default or Event of Default and its consequences hereunder, except a continuing Default or Event of Default in the payment of the principal of or interest or premium, if any, on the Notes (including in connection with an offer to purchase); *provided*, *however*, that the Holders of a majority in aggregate principal amount of the then outstanding Notes may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration. Upon any such waiver, 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 shall extend to any subsequent or other Default or impair any right consequent thereon. This Section 6.04 shall be in lieu of TIA Section 316(a)(1)(B), and TIA Section 316(a)(1)(B) is hereby expressly excluded from this Indenture and Section as permitted by the TIA.

Section 6.05 Control by Majority. Holders of a majority in aggregate principal amount of the then outstanding Notes may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture that the Trustee determines may be unduly prejudicial to the rights of other Holders of Notes or that may involve the Trustee in personal liability. This Section 6.5 shall be in lieu of TIA Section 316(a)(1)(A), and TIA Section 316(a)(1)(A) is hereby expressly excluded from this Indenture and Section as permitted by the TIA.

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

(1) such Holder gives to the Trustee written notice that an Event of Default is continuing;

(2) Holders of at least 25% in aggregate principal amount of the then outstanding Notes make a written request to the Trustee to pursue the remedy;

(3) such Holder or Holders offer and, if requested, provide to the Trustee security or indemnity reasonably satisfactory to the Trustee against any loss, liability or expense;

(4) the Trustee does not comply with the request within 60 days after receipt of the request and the offer of security or indemnity; and

(5) during such 60-day period, Holders of a majority in aggregate principal amount of the then outstanding Notes do not give the Trustee a direction inconsistent with such request.

A Holder of a Note may not use this Indenture to prejudice the rights of another Holder of a Note or to obtain a preference or priority over another Holder of a Note.

Section 6.07 Rights of Holders of Notes to Receive Payment. Notwithstanding any other provision of this Indenture, the right of any Holder of a Note to receive payment of principal and interest and premium, if any, on the Note, on or after the respective due dates expressed in the Note (including in connection with an offer to purchase), or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder; *provided* that a Holder shall not have the right to institute any such suit for the enforcement of payment if and to the extent that the institution or prosecution thereof or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver or loss of the Lien of this Indenture upon any property subject to such Lien.

Section 6.08 Collection Suit by Trustee. If an Event of Default specified in Section 6.01(1) or (2) hereof occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Company for the whole amount of principal of and interest and premium, if any, remaining unpaid on the Notes and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

Section 6.09 Trustee May File Proofs of Claim. The Trustee is authorized to 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 (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Notes allowed in any judicial proceedings relative to the Company (or any other obligor upon the Notes), its creditors or its property and shall be entitled and empowered to collect, receive and distribute any money or other property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder to make such 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 to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 hereof. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 hereof out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

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 (which for purposes of this Section 6.10 shall include each of its officers, directors, employees, agents, advisors, attorneys, and representatives) for amounts due under Section 7.07 hereof, and under the Notes 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 of Notes for amounts due and unpaid on the Notes for principal, interest and premium, if any, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal, interest and premium, if any, respectively; and

*Third*: to the Company or to such party as a court of competent jurisdiction shall direct.

The Trustee may fix a record date and payment date for any payment to Holders of Notes pursuant to this Section 6.10.

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 a 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, 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 of a Note pursuant to Section 6.07 hereof, or a suit by Holders of more than 10% in aggregate principal amount of the then outstanding Notes.

## ARTICLE 7

## TRUSTEE

Section 7.01 Duties of Trustee.

(a) If an Event of Default has occurred and is continuing (of which the Trustee is deemed to have notice thereof within the meaning of Section 7.02(l) hereof), the Trustee will exercise such of 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 occurrence and continuance of an Event of Default (of which the Trustee is deemed to have notice thereof within the meaning of Section 7.02(l) hereof):

(1) the duties of the Trustee will be determined solely by the express provisions of this Indenture and the Trustee need perform only those duties that are specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(2) 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. However, 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 will examine the certificates and opinions 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 grossly negligent action, its own grossly negligent failure to act, or its own willful misconduct, except that:

(1) this paragraph does not limit the effect of paragraph (b), (d), (e), or (f) of this Section 7.01;

(2) the Trustee will not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was grossly negligent in ascertaining the pertinent facts, as determined by a court of competent jurisdiction in a final and nonappealable judgment; and

(3) the Trustee will 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 hereof.

(d) None of the provisions of this Indenture or the Notes Documents shall require the Trustee to expend or risk its own funds or incur any liability, financial or otherwise, in the performance of any of its duties hereunder or thereunder, or in the exercise of any of its rights or powers. The Trustee shall be under no obligation to exercise any of its rights or powers under this Indenture at the request or direction of any of the Holders unless such Holders have offered to the Trustee security and indemnity satisfactory to the Trustee against any loss, liability or expense.

(e) The permissive rights of the Trustee to take certain actions under this Indenture or the other Note Documents shall not be construed as a duty unless so expressly specified herein or therein.

(f) The Trustee will not be liable for interest on any money received by it except as the Trustee may agree in writing with the Company. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

(g) Whether or not therein expressly so provided, every provision of this Indenture and the Notes Documents that in any way relates to the Trustee is subject to paragraphs (a) through (f) of this Section 7.01.

Section 7.02 Rights of Trustee.

(a) The Trustee may conclusively rely upon any resolution, certificate, statement, instrument, opinion, report, notice, letter, request, direction, consent, order or other document (whether in original, electronic, or facsimile form) 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 therein.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel or both. The Trustee will not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate and/or Opinion of Counsel. The Trustee may consult with counsel of its own selection and the advice of such counsel or any Opinion of Counsel will be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may act through its attorneys and agents and will not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) The Trustee will 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 or the other Notes Documents or its role hereunder or thereunder.

(e) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Company will be sufficient if signed by an Officer of the Company.

(f) The Trustee shall be under no obligation to exercise any of its rights or powers under this Indenture at the request or direction of any of the Holders unless such Holders have offered to the Trustee security and indemnity satisfactory to the Trustee against any loss, liability or expense.

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

(h) 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.

(i) 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 under the other Notes Documents (including, without limitation, as Collateral Agent, Paying Agent, Registrar, Custodian, and Conversion Agent), and each agent, custodian and other Person employed to act hereunder or thereunder (including, without limitation, the Collateral Agent, Paying Agent, Registrar, Custodian, and Conversion Agent).

(j) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood and agreed that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(k) The Trustee shall not be required to give any note, bond or surety in respect of the trusts and powers under this Indenture.

(l) The Trustee shall not be deemed to have notice of any Default or Event of Default unless written notice of any event which is in fact such a default is received by a Responsible Officer of the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Notes and this Indenture and state that such notice is a “notice of default”.

The Collateral Agent shall not be deemed to have notice of any Default or Event of Default unless written notice of any event which is in fact such a default is received by an officer of the Collateral Agent, and such notice references the Notes and this Indenture and state that such notice is a “notice of default”. After the occurrence and continuance of an Event of Default, the Trustee, acting in accordance with the terms of this Indenture, may direct the Collateral Agent in connection with any action required or permitted by this Indenture or the Collateral Documents. The Collateral Agent shall take such action with respect to such Event of Default as may be requested by the Trustee.

(m) The Trustee may request that the Company deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture or the other Notes Documents.

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 any Affiliate of the Company 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 days, apply to the SEC for permission to continue as trustee (if this Indenture has been qualified under the TIA) or resign. The Collateral Agent, the Custodian, and any Agent may do the same with like rights and duties. The Trustee is also subject to Sections 7.10 and 7.11 hereof.

Section 7.04 Trustee's Disclaimer . The Trustee will not be responsible for and makes no representation or warranty as to (i) the validity, enforceability, or adequacy of this Indenture, the Notes, or the other Notes Documents, (ii) the adequacy of the security for the Notes or the Collateral Documents, (iii) the validity, perfection, priority or enforceability of the Liens in any of the Collateral, (iv) the existence, genuineness, validity, sufficiency, value, or condition of any of the Collateral or other property covered or intended to be covered by the Collateral Documents, (v) the validity of the title of the Company or any Guarantor to any of the Collateral, (vi) insuring the Collateral or (vii) the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral. The Trustee shall not be accountable for the Company's use of the proceeds from the Notes or any money paid to the Company or upon the Company's direction under any provision of this Indenture. The Trustee will not be responsible for the use or application of any money received by any Paying Agent other than the Trustee. The Trustee will not be responsible for any statement or recital herein, in the other Notes Documents or in any other document in connection with the issuance of the Notes or pursuant to this Indenture or any other Notes Documents, other than its certificate of authentication. The Trustee shall be under no obligation to ascertain or to inquire as to the observance or performance of any of the agreements and covenants contained in, or conditions of, this Indenture or the other Notes Documents or to inspect the properties, books, or records of the Company or any of its affiliates.Notice of Defaults.

If a Default or Event of Default occurs and is continuing and the Trustee has notice thereof (within the meaning of Section 7.02(l) hereof), the Trustee will deliver to Holders of Notes a notice of the Default or Event of Default within 90 days after it occurs. Except in the case of a Default or Event of Default in payment of principal of or interest or premium, if any, on any Note, the Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the Notes.

Section 7.06 Reports by Trustee to Holders of the Notes.

(a) Within 60 days after each December 15 beginning with the December 15 following the Issue Date, and for so long as Notes remain outstanding, the Trustee will mail to the Holders of the Notes a brief report dated as of such reporting date that complies with TIA Section 313(a) (but if no event described in TIA Section 313(a) has occurred within the twelve months preceding the reporting date, no report need be transmitted). The Trustee also will comply with TIA Section 313(b)(2). The Trustee will also transmit by mail all reports as required by TIA Section 313(c).

(b) A copy of each report at the time of its mailing to the Holders will be mailed by the Trustee to the Company and filed by the Trustee with the SEC and each stock exchange on which the Notes are listed in accordance with TIA Section 313(d). The Company will promptly notify the Trustee when the Notes are listed on any stock exchange, the Trustee having been notified of the Company's current listing on the New York Stock Exchange as of the Issue Date.

Section 7.07 Compensation and Indemnity.

(a) The Company will pay to the Trustee upon request from time to time reasonable compensation for its acceptance of this Indenture and services hereunder and under the Notes Documents as the parties shall agree in writing from time to time. The Trustee's compensation will not be limited by any law on compensation of a trustee of an express trust. The Company will reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by it in addition to the compensation for its services. Such expenses will include the reasonable compensation, disbursements and expenses of the Trustee's agents and counsel.

(b) The Company and the Guarantors, jointly and severally, will indemnify the Trustee and any predecessor Trustee (which for purposes of this Section 7.07 shall include each of their respective officers, directors, employees, agents, advisors, attorneys, and representatives), against any and all losses, liabilities, damages, claims or expenses, including, without limitation, attorneys' fees and taxes (other than taxes based upon, measured by or determined by income of the Trustee), incurred by it arising out of or in connection with the acceptance or administration of its duties under this Indenture or the other Notes Documents, including the costs and expenses of enforcing this Indenture or the other Notes Documents against the Company and the Guarantors (including this Section 7.07) and defending itself against any claim (whether asserted by the Company, the Guarantors, any Holder or any other Person) or liability in connection with the exercise or performance of any of its powers or duties hereunder or under the other Notes Documents, except to the extent any such loss, liability or expense may be attributable to its gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and non-appealable decision. The Trustee will notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Company will not relieve the Company or any of the Guarantors of their obligations hereunder. The Company or such Guarantor will defend the claim and the Trustee will cooperate in the defense. The Trustee may have separate counsel and the Company will pay the reasonable fees and expenses of such counsel. Neither the Company nor any Guarantor need pay for any settlement made without its consent, which consent will not be unreasonably withheld.

(c) The obligations of the Company and the Guarantors under this Section 7.07 will survive the satisfaction and discharge or the termination for any reason of this Indenture or any other Note Document and the resignation or removal of the Trustee.

(d) To secure the Company's and the Guarantors' payment obligations in this Section 7.07, the Trustee will have a Lien prior to the Notes on all money or property held or collected by the Trustee, except that held in trust to pay principal and interest on particular Notes. Such Lien will survive the satisfaction and discharge of this Indenture.

(e) When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(9) or (10) hereof occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under the Bankruptcy Code.

(f) The Trustee will comply with the provisions of TIA Section 313(b)(2) to the extent applicable.

Section 7.08 Replacement of Trustee.

(a) A resignation or removal of the Trustee and appointment of a successor Trustee will become effective only upon the successor Trustee's acceptance of appointment as provided in this Section 7.08.

(b) The Trustee may resign in writing at any time and be discharged from the trust hereby created by so notifying the Company. The Holders of a majority in aggregate principal amount of the then outstanding Notes may remove the Trustee by so notifying the Trustee and the Company in writing. The Company may remove the Trustee if:

(1) the Trustee fails to comply with Section 7.10 hereof;

(2) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under the Bankruptcy Code;

(3) a custodian or public officer takes charge of the Trustee or its property; or

(4) the Trustee becomes incapable of acting.

(c) If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company will promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in aggregate principal amount of the then outstanding Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Company.

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

(e) If the Trustee, after written request by any Holder who has been a Holder for at least six months, fails to comply with Section 7.10 hereof, such Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(f) A successor Trustee will deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon, the resignation or removal of the retiring Trustee will become effective, and the successor Trustee will have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee will deliver a notice of its succession to Holders. The retiring Trustee will promptly transfer all property held by it as Trustee to the successor Trustee; provided all sums owing to the Trustee hereunder have been paid and subject to the Lien provided for in Section 7.07 hereof. Notwithstanding replacement of the Trustee pursuant to this Section 7.08, the Company's obligations under Section 7.07 hereof will continue for the benefit of the retiring Trustee.

Section 7.09 Successor Trustee by Merger, etc. If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act will be the successor Trustee.

Section 7.10 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 $100.0 million as set forth in its most recent published annual report of condition.

The Indenture will always have a Trustee who satisfies the requirements of TIA Section 310(a)(1), (2) and (5). The Trustee is subject to TIA Section 310(b).

Section 7.11 Preferential Collection of Claims Against Company. The Trustee is subject to TIA Section 311(a), excluding any creditor relationship listed in TIA Section 311(b). A Trustee who has resigned or been removed shall be subject to TIA Section 311(a) to the extent indicated therein. Trustee in Other Capacities. References to the Trustee in Sections 6.10, 7.01, 7.02, 7.03, 7.04, 7.07, 7.08, and 7.09 shall be understood to include the Trustee when acting in other capacities under the Indenture and the other Notes Documents, including, without limitation, as Collateral Agent, Registrar, Custodian, Paying Agent, and Conversion Agent. Without limiting the foregoing, and for the avoidance of doubt, such Sections shall be read to apply to the Collateral Agent, the Collateral Documents, and any other Notes Document to which the Collateral Agent is party, *mutatis mutandis*, in addition to this Indenture, and the Collateral Agent shall be entitled to the same rights, benefits, privileges, powers, protections, indemnities and exculpations afforded to the Trustee by such Sections. The privileges, protections, rights, indemnities and exculpatory provisions contained in this Indenture and the other Notes Documents shall apply to the Trustee, acting in any capacity under this Indenture and the other Note Documents (and without limiting the foregoing, the Trustee shall be entitled to the same privileges, protections, rights, indemnities and exculpations afforded to the Collateral Agent under the Collateral Documents and any other Notes Document to which the Collateral Agent is party), which shall survive satisfaction and discharge or the termination for any reason of this Indenture or any other Notes Document and the resignation or removal of the Trustee.

**ARTICLE 8**

**COVENANT DEFEASANCE**

Section 8.01 Option to Effect Covenant Defeasance. The Company may at any time, at the option of its Board of Directors evidenced by a resolution accompanied by an Officers' Certificate, elect to have Section 8.02 hereof be applied to all outstanding Notes upon compliance with the conditions set forth below in this Article 8.

Section 8.02 Covenant Defeasance. Upon the Company's exercise under Section 8.01 hereof of the option applicable to this Section 8.02, the Company and each of the Guarantors will, subject to the satisfaction of the conditions set forth in Section 8.03 hereof, be released from each of their obligations under the covenants contained in Sections 4.03, 4.04, 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.13, 4.17, 4.18, 4.19, 4.20, 4.21, 4.22 and 4.23 hereof and clause (4) of Section 5.01 hereof with respect to the outstanding Notes on and after the date the conditions set forth in Section 8.03 hereof are satisfied (it being understood, for the avoidance of doubt, that the obligations of the Company pursuant to Article 14 and 15 hereof shall remain in full force and effect) (hereinafter, "Covenant Defeasance"), and the Notes will thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but will continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Notes will not be deemed outstanding for accounting purposes). For this purpose, Covenant Defeasance means that, with respect to the outstanding Notes and Note Guarantees, the Company and the Guarantors may omit to comply with and will have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply will not constitute a Default or an Event of Default under Section 6.01 hereof, but, except as specified above, the remainder of this Indenture and such Notes and Note Guarantees will be unaffected thereby. In addition, upon the Company's exercise under Section 8.01 hereof of the option applicable to this Section 8.02, subject to the satisfaction of the conditions set forth in Section 8.03 hereof, Sections 6.01(3) through 6.01(8) hereof will not constitute Events of Default.

Section 8.03 Conditions to Covenant Defeasance. In order to exercise Covenant Defeasance under Section 8.02 hereof, the Company must meet the following conditions:

(1) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized investment bank, appraisal firm, or firm of independent public accountants, to pay the principal of and interest and premium, if any, on the outstanding Notes on the stated date for payment thereof or on the applicable redemption date, as the case may be, and the Company must specify whether the Notes are being defeased to such stated date for payment or to a particular redemption date;

(2) the Company must deliver to the Trustee an Opinion of Counsel confirming that the Holders of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

(3) no Default or Event of Default shall have occurred and be continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit) and the deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which the Company or any Guarantor is a party or by which the Company or any Guarantor is bound;

(4) such Covenant Defeasance will not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than this Indenture) to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound;

(5) the Company must deliver to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of preferring the Holders of Notes over the other creditors of the Company with the intent of defeating, hindering, delaying or defrauding any creditors of the Company or others; and

(6) the Company must deliver to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent relating to the Covenant Defeasance have been complied with.

Section 8.04 Deposited Money and Government Securities to be Held in Trust; Other Miscellaneous Provisions. Subject to Section 8.05 hereof, all money and non-callable Government Securities (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.04, the "Trustee") pursuant to Section 8.03 hereof in respect of the outstanding Notes will be held in trust and applied by the Trustee, in accordance with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, interest and premium, if any, and interest, but such money need not be segregated from other funds except to the extent required by law.

The Company will pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or non-callable Government Securities deposited pursuant to Section 8.03 hereof or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

Notwithstanding anything in this Article 8 to the contrary, the Trustee will deliver or pay to the Company from time to time upon the request of the Company any money or non-callable Government Securities held by it as provided in Section 8.03 hereof which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 8.03(2) hereof), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Covenant Defeasance.

Section 8.05 Repayment to Company. Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of or interest or premium, if any, on any Note and remaining unclaimed for two years after such principal, interest or premium, if any, has become due and payable shall be paid to the Company on its request or (if then held by the Company) will be discharged from such trust; and the Holder of such Note will thereafter be permitted to look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, will thereupon cease.

Section 8.06 Reinstatement. If the Trustee or Paying Agent is unable to apply any U.S. dollars or non-callable Government Securities in accordance with Section 8.02 hereof, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's and the Guarantors' obligations under this Indenture and the Notes and the Note Guarantees will be revived and reinstated as though no deposit had occurred pursuant to Section 8.02 hereof until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02 hereof, as the case may be; *provided*, *however*, that, if the Company makes any payment of principal of or interest or premium, if any, on any Note following the reinstatement of its obligations, the Company will be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

## ARTICLE 9

## AMENDMENT, SUPPLEMENT AND WAIVER

Section 9.01 Without Consent of Holders of Notes. Notwithstanding Section 9.02 hereof, the Company, the Guarantors, the Trustee and the Collateral Agent may amend or supplement the Notes Documents without the consent of any Holder of Note:

(1) to cure any ambiguity, omission, mistake, defect or inconsistency;

(2) to provide for uncertificated Notes in addition to or in place of certificated Notes;

(3) to provide for the assumption of the Company's or a Guarantor's obligations to the Holders of the Notes and Note Guarantees by a successor to the Company or such Guarantor pursuant to Article 5 or Article 10 hereof;

(4) to make any change that would provide any additional rights or benefits to the Holders or that does not adversely affect the legal rights under this Indenture of any such Holder as determined by the Board of Directors evidenced by a resolution thereof and Officers' Certificate delivered to the Trustee;

(5) to comply with requirements of the SEC in order to effect the qualification of this Indenture under the TIA;

(6) to provide for the issuance of Additional Notes and PIK Notes in each case in accordance with this Indenture;

(7) to allow any Guarantor to execute a supplemental indenture and/or a Note Guarantee with respect to the Notes or to evidence the release of any Guarantor from its Note Guarantee, in each case in accordance with this Indenture;

(8) to make any amendment to the provisions of this Indenture relating to the transfer and legending of Notes as permitted by this Indenture, including, without limitation to facilitate the issuance and administration of the Notes; *provided*, *however*, that (i) compliance with this Indenture as so amended would not result in Notes being transferred in violation of the Securities Act or any applicable securities law and (ii) such amendment does not materially and adversely affect the rights of Holders to transfer Notes as determined by the Board of Directors evidenced by a resolution thereof and Officers' Certificate delivered to the Trustee;

(9) to add security to or for the benefit of the Notes and, in the case of the Collateral Documents, to or for the benefit of the other secured parties named therein, or to conform and evidence the release, termination or discharge of the Liens securing the Notes Debt when such release, termination or discharge is permitted by this Indenture and the other Note Documents or as required by the Intercreditor Agreement;

(10) to modify the Collateral Documents to secure additional extensions of credit and add additional secured creditors not prohibited by the provisions of this Indenture;

(11) to make, complete or confirm any grant of Collateral permitted or required by any of the Notes Documents;

(12) to comply with the requirements of the Depositary (including its nominees) with respect to transfers of beneficial interests in the Notes; or

(13) to evidence and provide for the acceptance and appointment under this Indenture of a successor Trustee or Collateral Agent thereunder pursuant to the requirements thereof.

Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amendment or supplement to this Indenture or any other Notes Document, and upon receipt by the Trustee and the Collateral Agent of the documents described in Section 7.02 hereof, the Trustee and the Collateral Agent will join with the Company in the execution of such amendment or supplement to this Indenture or such other Notes Document authorized or permitted by the terms of this Indenture and the other Notes Documents to make any further appropriate agreements and stipulations that may be therein contained, but neither the Trustee nor the Collateral Agent will be obligated to enter into any amendment or supplement to this Indenture or any other Notes Document that affects its own rights, duties or immunities under this Indenture, the other Notes Documents, or otherwise.

Section 9.02 With Consent of Holders of Notes. Except as provided below in this Section 9.02, the Company, the Trustee and the Collateral Agent may amend or supplement the Notes Documents (including, without limitation, Section 4.10 and Article 15 of this Indenture) with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes voting as a single class (including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes), and, subject to Sections 6.04 and 6.07 hereof, any existing Default or Event of Default (other than a Default or Event of Default in the payment of the principal of or interest or premium, if any, on the Notes, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of the Notes Documents may be waived with the consent of the Holders of a majority in aggregate principal amount of the then outstanding Notes voting as a single class (including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes).

Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amendment, supplement, or waiver to the Notes Documents, and upon the delivery to the Trustee and the Collateral Agent of evidence satisfactory to the Trustee and the Collateral Agent of the consent of the Holders of Notes as aforesaid, and upon receipt by the Trustee of the documents described in Section 7.02 hereof, the Trustee and the Collateral Agent will join with the Company in the execution of such amendment, supplement, or waiver to the Notes Documents unless such amendment, supplement, or waiver to the Notes Documents directly affects the Trustee's or the Collateral Agent's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee and the Collateral Agent may in their discretion, but will not be obligated to, enter into such amendment, supplement, or waiver to the Notes Documents.

It is not necessary for the consent of the Holders of Notes under this Section 9.02 to approve the particular form of any proposed amendment, supplement or waiver, but it is sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section 9.02 becomes effective, the Company will deliver to the Holders of Notes affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Company to deliver such notice, or any defect therein, will not, however, in any way impair or affect the validity of any such amended or supplemental indenture or waiver. Subject to Sections 6.04 and 6.07 hereof, the Holders of a majority in aggregate principal amount of the Notes then outstanding voting as a single class may waive compliance in a particular instance by the Company with any provision of this Indenture or the other Notes Documents. However, without the consent of each Holder affected, an amendment, supplement or waiver under this Section 9.02 may not (with respect to any Notes held by a non-consenting Holder):

(1) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver;

(2) reduce the principal of or change the fixed maturity of any Note or alter or waive any of the provisions with respect to the redemption of the Notes (other than Section 4.10 or Article 15 hereof);

(3) reduce the rate of or change the time for payment of interest, including default interest, on any Note;

(4) waive a Default or Event of Default in the payment of principal of or interest or premium, if any, on the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the then outstanding Notes and a waiver of the payment default that resulted from such acceleration);

(5) make any Note payable in money other than that stated in the Notes;

(6) make any change in the provisions of this Indenture relating to waivers of past Defaults or the rights of Holders to receive payments of principal of or interest or premium, if any, on the Notes;

(7) waive a redemption payment with respect to any Note (other than a payment required by Section 4.10 or Article 15 hereof);

(8) release any Guarantor from any of its obligations under its Note Guarantee or this Indenture, except as set forth under Article 10 hereof;

(9) make any change in the preceding amendment and waiver provisions; or

(10) make any change that adversely affects the conversion rights of any Notes.

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.

Section 9.03 Amendments or Supplements to Indenture. Every amendment or supplement to this Indenture or the Notes will be set forth in an amended or supplemental indenture in accordance with the applicable provisions of this Indenture and that complies with the TIA as then in effect.

Section 9.04 Revocation and Effect of Consents. Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, any such Holder of a Note or subsequent Holder of a Note may revoke the consent as to its Note if the Trustee receives written notice of revocation before the date the amendment, supplement or waiver becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder.

Section 9.05 Notation on or Exchange of Notes. The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note thereafter authenticated. The Company in exchange for all Notes may issue and the Trustee shall, upon receipt of an Authentication Order, authenticate new Notes that reflect the amendment, supplement or waiver.

Failure to make the appropriate notation or issue a new Note will not affect the validity and effect of such amendment, supplement or waiver.

Section 9.06 Trustee and the Collateral Agent to Sign Amendments, etc. The Trustee and the Collateral Agent will sign any amended or supplemental indenture authorized pursuant to this Article 9 if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee or the Collateral Agent, as applicable. The Company may not sign an amended or supplemental indenture until the Board of Directors of the Company approves it. In executing any amended or supplemental indenture, the Trustee and the Collateral Agent will be entitled to receive and (subject to Section 7.01 hereof) will be fully protected in relying upon, in addition to the documents required by Section 12.04 hereof, an Officers' Certificate and an Opinion of Counsel stating that the execution of such amended or supplemental indenture is authorized or permitted by, and complies with the provisions of, this Indenture and the other Notes Documents.

## ARTICLE 10

## NOTE GUARANTEES

Section 10.01 Guarantee.

(a) Subject to this Article 10, 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 the other Notes Secured Parties and their respective successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes or the obligations of the Company hereunder or thereunder, that:

(1) the principal of and interest and premium, if any, on the Notes will be promptly paid in full when due, whether at maturity, by acceleration or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders, the Trustee or the other Notes Secured Parties hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(2) 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, the Trustee or any other Notes Secured Party 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 such Holder, the Trustee, or any other such Notes Secured Party, 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, the Trustee and the other Notes Secured Parties, 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, the Trustee, or the other Notes Secured Parties under the Note Guarantee.

Section 10.02 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 the Bankruptcy Code, 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, the other Notes Secured Parties, 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 10, result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent transfer or conveyance.

Section 10.03 Execution and Delivery of Note Guarantee. Each Guarantor hereby agrees that its execution and delivery of this Indenture or any supplemental indenture substantially in the form attached as Exhibit E hereto executed on behalf of such Guarantor by an Officer thereof in accordance with Section 4.22 hereof shall evidence its Note Guarantee set forth in this Article 10 without the need for any further notation on the Notes.

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

If required by Section 4.22 hereof, the Company will cause each Restricted Subsidiary to comply with the provisions of Section 4.22 hereof and this Article 10, to the extent applicable.

Section 10.04 Guarantors May Consolidate, etc., on Certain Terms. Except as otherwise provided in Section 10.05 hereof, 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:

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

(2) either:

(a) subject to Section 10.05 hereof, 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 this Indenture, its Note Guarantee and appropriate Collateral Documents pursuant to agreements reasonably satisfactory to the Trustee; or

(b) in the case of a sale or other disposition of all or substantially all of the assets of a Guarantor, such sale or other disposition is otherwise not prohibited by this Indenture.

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, 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 on the Issue Date.

Except as set forth in Articles 4 and 5 hereof, and notwithstanding clauses 2(a) and (b) 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 10.05 Releases.

(a) The Note Guarantee of a Guarantor will be released:

(1) in connection with any sale or other disposition of all of the Capital Stock of that Guarantor to a Person that is not (either before or after giving effect to such transaction) the Company or a Restricted Subsidiary of the Company, if the sale or other disposition does not violate Section 4.10 hereof;

(2) if the Company designates any Restricted Subsidiary that is a Guarantor to be an Unrestricted Subsidiary in accordance with Section 4.23 hereof;

(3) upon the liquidation or dissolution of such Guarantor; *provided* that no Default or Event of Default shall occur as a result thereof or has occurred and is continuing; or

(4) upon a Covenant Defeasance in accordance with Article 8 hereof or satisfaction and discharge of this Indenture in accordance with Article 11 hereof.

(b) Any Guarantor not released from its obligations under its Note Guarantee as provided in this Section 10.05 will remain liable for the full amount of principal of and interest and premium, if any, on the Notes and for the other obligations of any Guarantor under this Indenture as provided in this Article 10.

## ARTICLE 11

## SATISFACTION AND DISCHARGE

Section 11.01 Satisfaction and Discharge.

This Indenture will be discharged and will cease to be of further effect as to all Notes issued hereunder, when:

(1) either:

(A) all Notes that have been authenticated, except lost, stolen or destroyed Notes that have been replaced or paid and Notes for whose payment money has theretofore been deposited in trust and thereafter repaid to the Company, have been delivered to the Trustee for cancellation; or

(B) all Notes that have not been delivered to the Trustee for cancellation (i) have become due and payable and the Company or any Guarantor has irrevocably deposited or caused to be deposited with the Trustee as trust funds in trust solely for the benefit of the Holders, cash in U.S. dollars, non-callable Government Securities, or a combination thereof, in such amounts as will be sufficient, without consideration of any reinvestment of interest, to pay and discharge the entire Indebtedness on the Notes not delivered to the Trustee for cancellation for principal, interest and premium, if any, to the date of maturity or (ii) have been deposited for conversion and the Company shall deliver to the Holders shares of Common Stock sufficient to pay all amounts owing in respect of all such Notes;

(2) no Default or Event of Default has occurred and is continuing on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit) and the deposit will not result in a breach or violation of, or constitute a default under, any other instrument to which the Company or any Guarantor is a party or by which the Company or any Guarantor is bound;

(3) the Company or any Guarantor has paid or caused to be paid all sums payable by it under this Indenture and the other Note Documents; and

(4) the Company has delivered irrevocable instructions to the Trustee under this Indenture to apply the deposited money toward the payment of the Notes at maturity.

In addition, the Company must deliver an Officers' Certificate and an Opinion of Counsel to the Trustee stating that all conditions precedent to satisfaction and discharge have been satisfied.

Notwithstanding the satisfaction and discharge of this Indenture, if money has been deposited with the Trustee pursuant to subclause (B) of clause (1) of this Section 11.01, the provisions of Sections 11.02, 8.06 and Article 14 hereof will survive. In addition, nothing in this Section 11.01 will be deemed to discharge those provisions of Section 7.07 hereof, that, by their terms, survive the satisfaction and discharge of this Indenture.

Section 11.02 Application of Trust Money. Subject to the provisions of Section 8.06 hereof, all money deposited with the Trustee pursuant to Section 11.01 hereof shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as its own Paying Agent) as the Trustee may determine, to the Persons entitled thereto, of the principal, interest and premium, if any, for whose payment such money has been deposited with the Trustee (*provided* that, if there is a tender offer by the Company for outstanding Notes that is in progress at the time of such deposit, such money deposited with the Trustee pursuant to Section 11.01 hereof may be applied to pay any cash consideration for any Notes validly tendered into such tender offer and not validly withdrawn); but such money need not be segregated from other funds except to the extent required by law.

If the Trustee or Paying Agent is unable to apply any money or Government Securities in accordance with Section 11.01 hereof by reason of any legal proceeding or by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, the Company's and any Guarantor's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 11.01 hereof; *provided* that if the Company has made any payment of principal of or interest or premium, if any, on any Notes because of 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 or Government Securities held by the Trustee or Paying Agent.

## ARTICLE 12

## MISCELLANEOUS

Section 12.01 Applicability of the Trust Indenture Act. If any provision of this Indenture limits, qualifies or conflicts with the duties imposed by TIA Section 318(c), the imposed duties will control. If any provision of this Indenture modifies or excludes any provision of the TIA which may be so modified or excluded, the latter provision shall be deemed to apply to this Indenture as so modified or to be excluded, as the case may be.

Section 12.02 Notices. Any notice or communication by the Company, any Guarantor or the Trustee to the others is duly given if in writing and delivered in Person or by first class mail (registered or certified, return receipt requested), facsimile transmission or overnight air courier guaranteeing next day delivery, to the others' address:

If to the Company and/or any Guarantor:

A.M. Castle & Co.
1420 Kensington Court, Suite 220
Oak Brook, IL 60523
Facsimile No.: 630-390-7417
Attention: Chief Financial Officer

With a copy to:

McDermott, Will & Emery
444 West Lake Street, Suite 4000
Chicago, IL 60606-0029
Facsimile No.: (312) 984-7700
Attention: Eric Orsic, Esq.

If to the Trustee:

Wilmington Savings Fund Society, FSB
500 Delaware Avenue, 11th Floor
Wilmington, DE 19801
Facsimile No.: 302-421-9137
Attention: Geoffrey J. Lewis

With a copy to (which shall not constitute notice):

Ropes & Gray LLP
1211 Avenue of the Americas
New York, New York 10036-8704
Facsimile No.: (646) 728-1663
Attention: Mark Somerstein, Esq.

The Company, any Guarantor or the Trustee, by notice to the others, may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders) will be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt acknowledged, if transmitted by facsimile or electronic image scan; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

Any notice or communication to a Holder will be sent electronically or mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery to its address shown on the register kept by the Registrar. Any notice or communication will also be mailed to any Person described in TIA Section 313(c), to the extent required by the TIA. Failure to mail a notice or communication to a Holder or any defect in it will not affect its sufficiency with respect to other Holders.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it, except in the case of notices or communications given to the Trustee, which shall be effective only upon actual receipt.

If the Company mails a notice or communication to Holders, it will mail a copy to the Trustee and each Agent at the same time.

Notwithstanding any other provision of this Indenture or any Note, where this Indenture or any Notes Document provides for notice of any event (including any notice of redemption or purchase) to a Holder of a Global Note (whether by mail or otherwise), such notice shall be sufficiently given if given to the Depositary for such Note (or its designee) pursuant to the standing instructions from such Depositary.

Section 12.03 Communication by Holders of Notes with Other Holders of Notes. Holders may communicate pursuant to TIA Section 312(b) with other Holders with respect to their rights under this Indenture or the Notes. The Company, the Trustee, the Registrar and anyone else shall have the protection of TIA Section 312(c).

Section 12.04 Certificate and Opinion as to Conditions Precedent. Upon any request or application by the Company to the Trustee or the Collateral Agent to take any action under this Indenture, the Company shall furnish to the Trustee or the Collateral Agent, as applicable:

(1) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee or the Collateral Agent, as applicable (which must include the statements set forth in Section 12.05 hereof) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, *provided* for in this Indenture and the other Notes Documents relating to the proposed action have been satisfied; and

(2) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee or the Collateral Agent, as applicable (which must include the statements set forth in Section 12.05 hereof) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been satisfied.

Section 12.05 Statements Required in Certificate or Opinion. Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to TIA Section 314(a)(4)) must comply with the provisions of TIA Section 314(e) and must include:

(1) a statement that the Person making such certificate or opinion has read such covenant or condition;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of such Person, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been satisfied; and

(4) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been satisfied.

Section 12.06 Rules by Trustee and Agents. The Trustee may make reasonable rules for action by or at a meeting of Holders. The Registrar, Paying Agent or Conversion Agent may make reasonable rules and set reasonable requirements for its functions.

Section 12.07 No Personal Liability of Directors, Officers, Employees and Stockholders. No past, present or future 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, this Indenture, the Note Guarantees, the Collateral Documents 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.

Section 12.08 Governing Law. THIS INDENTURE AND THE OTHER NOTES DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS TO THE EXTENT THAT THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY. EACH OF THE PARTIES HERETO AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES, THE GUARANTEES, THE COLLATERAL DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED BY THIS INDENTURE.

Section 12.09 No Adverse Interpretation of Other Agreements. This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Company or its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 12.10 Successors. All agreements of the Company in this Indenture and the Notes will bind its successors. All agreements of the Trustee in this Indenture will bind its successors. All agreements of each Guarantor in this Indenture will bind its successors, except as otherwise provided in Section 10.05 hereof.

Section 12.11 Severability. In case any provision in this Indenture or in the Notes is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

Section 12.12 Counterpart Originals. The parties may sign any number of copies of this Indenture. Each signed copy will be an original, but all of them together represent the same agreement.

Section 12.13 Table of Contents, Headings, etc. The Table of Contents, Cross-Reference Table and Headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and will in no way modify or restrict any of the terms or provisions hereof.

Section 12.14 Waiver of Jury Trial. EACH OF THE COMPANY, THE GUARANTORS AND THE TRUSTEE 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 TRANSACTIONS CONTEMPLATED HEREBY.

Section 12.15 U.S.A. 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.

## ARTICLE 13

## COLLATERAL AND SECURITY

Section 13.01 Grant of Security Interest.

(a) The due and punctual payment of the principal of, premium, if any, and interest on the Notes and amounts due hereunder 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, and interest on the overdue principal of, premium, if any, and interest (to the extent permitted by law) on the Notes, the performance of all other Obligations of the Company and the Guarantors to the Holders, the Trustee, or the Collateral Agent under this Indenture and the other Notes Documents, and all other Notes Debt 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, on behalf of the Notes Secured Parties, to enter into this Indenture and the other Notes Documents to which the Collateral Agent is party and to perform its obligations and exercise its rights thereunder in accordance therewith. The Company shall, and the Company shall cause each of its Restricted 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 Indenture and the other Notes Documents to assure and confirm to the Collateral Agent the security interests in the Collateral contemplated by the Indenture and the other Notes 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, 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 and the other Notes Documents 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, 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 13.02 Opinions. Other than on the Issue Date, the Company shall furnish to the Trustee and the Collateral Agent, at such times as would be required by Trust Indenture Act Section 314(b) if this Indenture was 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, financing statements, fixture filings, and other instruments, such recording, registering and filing are the only recordings, registerings and filings necessary to perfect such security interest and that no re-recordings, re-registerings, or re-filings are necessary to maintain such perfection, and further stating that all financing statements, fixture filings and continuation statements have been filed that are necessary fully to preserve and protect the rights of and perfect such security interests of the Collateral Agent for the benefit of Notes Secured Parties, 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 13.03 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. To the extent applicable, the Company shall cause Trust Indenture Act Section 314(d) relating to the release of property from the security interests created by this Indenture and the Collateral Documents to be complied with. Any certificate or opinion required by Trust Indenture Act Section 314(d) may be made by an Officer of each of the Company, except in cases where Trust Indenture Act Section 314(d) requires that such certificate or opinion be made by an independent Person, which Person shall be an independent engineer, appraiser or other expert selected or approved by the Trustee in the exercise of reasonable care. A Person is "independent" if such Person (a) is in fact independent, (b) does not have any direct financial interest or any material indirect financial interest in the Company or in any Affiliate of the Company and (c) is not an officer, employee, promoter, underwriter, trustee, partner or director or person performing similar functions to any of the foregoing for the Company. The Trustee shall be entitled to receive and conclusively rely upon a certificate provided by any such Person confirming that such Person is independent within the foregoing definition.

Notwithstanding anything to the contrary, the Company will not be required to comply with all or any portion of TIA §314(d): (1) with respect to certain ordinary course of business releases of Collateral as described in this Indenture and the Collateral Documents, including without limitation, Collateral comprised of accounts receivable, and inventory or the proceeds of the foregoing, or cash, in each case, which 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 and (2) if it determines, in good faith based on advice of counsel and upon receipt of an Officer's Certificate certifying, that under the terms of TIA §314(d) and/or any interpretation or guidance as to the meaning thereof of the Commission and its staff, including "no action" letters or exemptive orders, all or any portion of TIA §314(d) is inapplicable to one or a series of released Collateral.

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 13.03 has been released from the Liens of each of the Collateral Documents.

Section 13.04 Specified Releases of Collateral.

(a) 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 Officers' Certificate and receipt of an Opinion of Counsel, in each case, stating that all conditions precedent and covenants hereunder and under the other Notes Documents have been met and meeting the other requirements of Section 12.04 and Section 12.05 hereof 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 10.05 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;

*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 Officers' 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 13.05 Release upon Satisfaction or Defeasance 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, premium, if any, on, and accrued and unpaid interest on the Notes and all other Notes Debt hereunder and under the other Notes Documents that are due and payable at or prior to the time such principal, premium, if any, accrued and unpaid interest, and other Notes Debt are paid, (ii) a satisfaction and discharge of this Indenture as described above under Article 11 hereof, (iii) the occurrence of a Covenant Defeasance 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; *provided* that, in the case of any release in whole pursuant to clauses (i) through (iv) above, all amounts owing to the Trustee, the Collateral Agent, and the Agents under this Indenture and the other Notes Documents have been paid.

Section 13.06 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 herefrom 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 13.07 Purchaser Protected. No purchaser or grantee of any property or rights purporting to be released herefrom 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 13.08 Authorization of Actions to Be Taken by the Collateral Agent Under the Collateral Documents. Wilmington Savings Fund Society, FSB 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 Notes Debt of the Company and the Guarantors hereunder and under the other Notes Documents and (c) to the extent permitted by this Indenture and the Collateral Documents, 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 sole 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. Notwithstanding any provision to the contrary in this Indenture or the other Notes Documents, the Collateral Agent shall not have any duties or responsibilities except those expressly set forth herein or therein, or any fiduciary relationship with any Holder, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Indenture or any other Notes Document or otherwise exist against the Collateral Agent.

Section 13.09 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 13.10 Intercreditor Agreement. Each Holder, by accepting the Notes, (i) agrees that it will be bound by, and will take no actions contrary, to the provisions of the Intercreditor Agreement, (ii) consents and agrees to the terms of the Intercreditor Agreement, and (iii) authorizes and directs the Trustee and Collateral Agent to enter into and perform their respective obligations under the Intercreditor Agreement on behalf of such Holder and any amendments, supplements, or joinders contemplated by the terms of the Intercreditor Agreement. This Indenture and the Collateral Documents are subject to the terms, limitations and conditions set forth in the 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. In the event of any conflict between the terms of the 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 shall govern.

## ARTICLE 14

## CONVERSIONS

Section 14.01 Conversion Privilege and Conversion Rate.

*(a) Conversion Rights Generally*. Upon compliance with the provisions of this Article 14, 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 $1.00 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 2.1939631 shares of Common Stock (subject to adjustment by the Company as provided in Section 14.04) per $1.00 principal amount of the Notes (the "Conversion Obligation").

*(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 required to file such current reports on Form 8-K 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 $1.00 principal amount of Notes, the number of shares of Common Stock issuable upon conversion shall equal the greater of (1) $1.00 divided by the then applicable Conversion Price and (2) $1.00 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 14.02(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 $1.00 principal amount of Notes surrendered (the "Fundamental Change Cash Amount"). Section 14.02(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 $1.00 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 14.04, 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 $1.00 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 14.04, 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 $1.00 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 14.04, 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 14.01(b), and the payment of accrued interest on such Notes in accordance with Section 14.02(j) shall satisfy the Company's Conversion Obligation with respect to such Notes. Where the term "Observation Period" is used in Section 14.02(b)(ii)(B), Section 14.03 or Section 14.04, 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 14.02 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 repurchase 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 14.01(b)(iii) and (ii) in the case of any other conversion, determined in accordance with Section 14.02(c)(i) and delivered simultaneously with the other consideration in the Cash Settlement.

(ii) If a "Physical Settlement" applies to a conversion or a repurchase 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 14.01(b)(iv) and (ii) in the case of any other conversion, in accordance with Section 14.02(c)(ii), and (y) an amount of cash in lieu of fractional shares of Common Stock, if any, in accordance with Section 14.03(a) and delivered simultaneously with the other consideration in the Physical Settlement.

(iii) If a "Combination Settlement" applies to a conversion or a repurchase 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 14.01(b)(v) and (ii) in the case of any other conversion, an amount of cash in accordance with Section 14.02(c)(iii) and a number of shares of Common Stock in accordance with Section 14.02(c)(iii) and (y) an amount of cash in lieu of fractional shares of Common Stock, if any, in accordance with Section 14.03(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 14.01(b)), and if the Company elects Combination Settlement, the dollar amount up to which the Company will settle such Conversion Obligation per $1.00 principal amount of Notes in cash (the "Cash Amount"). Each such election shall be effective until the Company provides a written notice of an election of a different Settlement Method or Cash Amount, as applicable; provided that, the Company shall use the same Settlement Method or Cash 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 in the future, it will provide to all Holders, the Trustee and the Conversion Agent a written notice of the newly chosen Settlement Method or Cash Amount, as applicable, and the effective date of such newly chosen Settlement Amount or Cash Amount; provided that, the Settlement Method or Cash 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 14.02(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 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 $1.00. 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 $1.00 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.

(ii) If Physical Settlement applies to any Notes surrendered for conversion, for each $1.00 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) cash in lieu of fractional shares, if any, as described in Section 14.03.

(iii) If Combination Settlement applies to any Notes surrendered for conversion, for each $1.00 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) an amount of cash and a number of shares equal to the sum of the Daily Settlement Amounts for each VWAP Trading Day of the relevant Observation Period plus (2) cash in lieu of fractional shares, if any, as described in Section 14.03.

(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 Depositary in effect at that time and, if required, pay all taxes or duties required pursuant to Section 14.02(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 14.02(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 14.02(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 15.01.

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 14.02(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 Depositary 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 an Authentication 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 14.07, 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 as a result of any request by such Holder that any shares of Common Stock 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 as a result of any request that shares 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 14.04, 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 14.

(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 14.03 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 14.04 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) [reserved].

(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:

$$CR' = CR_O \times \frac{OS'}{OS_O}$$

where,

CRo = 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;

OSo = 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 14.04(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:

$$CR' = CR_O \times \frac{OS_O + X}{OS_O + Y}$$

where,

CRo = 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;

OSo = 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 14.04(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 14.04(b) or (c); (ii) dividends or distributions paid exclusively in cash as to which an adjustment was effected pursuant to Section 14.04(e); and (iii) any dividend and distributions described below in this Section 14.04(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,

CRo = 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;

SPo = 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 14.04(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 "SPo" (as defined above), in lieu of the foregoing increase, each Holder of a Note shall receive, in respect of each $1.00 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 14.04(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:

$$CR' = CR_O \times \frac{FMV_O + MP_O}{MP_O}$$

where,

CRo = 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;

FMVo = 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

MPo = 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:

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

where,

CRo = 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;

SPo = 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 "SPo" (as defined above), in lieu of the foregoing increase, each Holder of a Note shall receive, for each $1.00 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:

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

where,

CRo = 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 of the Company 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 14.04(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 14.04(a) through (f), and to the extent permitted by applicable law, 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, 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 14.04(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 14.04(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, an adjustment similar to that described above for Combination Settlement of such conversion in connection with a Fundamental Change shall be made in good faith by the Board of Directors of the Company.

(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 14.04(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 14 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 14.04 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 14.04(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 14.03. For purposes of this Section 14.04(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 14.04, subject to Section 14.04(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 of the Company) 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 14.04(d) above, subject to readjustment in the event of the expiration, termination or redemption of such rights.

Section 14.05 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 14.04 and prepare an Officers' 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);

(b) the Company will use commercially reasonable efforts to cause its articles of amendment and restatement and any other similar organizational documents to be amended on or before August 31, 2020 to increase the Company's authorized share capital so that shares of Common Stock can be issued in the full amount as required under any conversion of the Notes; and

(c) 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 14.06 Limit on Settlement Method. Notwithstanding anything to the contrary in this Article 14, unless and until the Company obtains shareholder approval of the increase in the number of shares of the Common Stock authorized and available for issuance upon conversion of the Notes to allow the Company to satisfy conversions of all such Notes fully in shares of the Common Stock, the Company may not elect (and will not be deemed to elect) Physical Settlement or Combination Settlement to satisfy its Conversion Obligation with respect to any Note if such election would result in the issuance of more than 124.7 million shares of the Common Stock (in the aggregate for the Notes taking into account all prior or concurrent Note conversions). For the avoidance of doubt, the Company may elect Physical Settlement or Combination Settlement in accordance with Section 14.01 to satisfy its Conversion Obligation with respect to any Note as long as such election would not result in the issuance of more than 124.7 million shares of the Common Stock (in the aggregate for the Notes taking into account all prior or concurrent Note conversions). If the Company is deemed to elect Cash Settlement to satisfy its Conversion Obligation with respect to any Note under this Section 14.06, the Company will provide to the Holders of all such Notes, the Trustee and the Conversion Agent a written notice of such deemed election of Cash Settlement and, simultaneously with providing such notice, the Company will make the relevant information available on the website of the Company.

Section 14.07 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 14.08 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 changes 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 14.09 Cancellation of Converted Notes. All Notes delivered for conversion (other than Notes that are to be exchanged pursuant to Section 14.02(a)(iii)) will be delivered to the Trustee or its agent and canceled by the Trustee as provided in Section 2.11.

Section 14.10 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 14.04(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 14.01, the right to convert each $1.00 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 $1.00 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 14.02 and (ii) (x) any amount payable in cash upon conversion of the Notes as set forth in Section 14.02 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 14.02 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 14.10, 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, then such other Person will also execute such supplemental indenture and such supplemental indenture will contain whatever additional provisions the Board of Directors of the Company 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 14.10, the Company will promptly file with the Trustee an Officers' 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 14.10 shall similarly apply to any successive Merger Event.

Section 14.11 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 14.

Section 14.12 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 14.04;

(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 delivered to the Trustee and the Conversion Agent (if other than the Trustee) and to be mailed or delivered 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 14.13 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 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 15**

REPURCHASE AT OPTION OF HOLDERS UPON A FUNDAMENTAL CHANGE

Section 15.01 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 $1.00 in excess thereof, for cash on the 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 (such specified date, the "Fundamental Change Repurchase Date") 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 15.01 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 in the form set forth on the form of Note attached hereto as Exhibit A (the "Fundamental Change Repurchase Notice") 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 15.01 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 Definitive 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 $1.00 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 15.01 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 15.01(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 unrepurchased 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 15.01, 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 15.01.

(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 Definitive 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 $1.00 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 15.01), 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 15.01 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 Paying Agent 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.

[Signatures on following page]

SIGNATURES

Dated as of March 27, 2020

A.M. CASTLE & CO.

By: /s/ Jeremy Steele
Name: Jeremy Steele
Title: Secretary

TOTAL PLASTICS, INC.

By: /s/ Jeremy Steele
Name: Jeremy Steele
Title: Secretary

A.M. CASTLE & CO. (CANADA) INC.

By: /s/ Jeremy Steele
Name: Jeremy Steele
Title: Secretary

HY-ALLOY STEELS COMPANY

By: /s/ Jeremy Steele
Name: Jeremy Steele
Title: Secretary

KEYSTONE SERVICE, INC.

By: /s/ Jeremy Steele
Name: Jeremy Steele
Title: Secretary

KEYSTONE TUBE COMPANY, LLC

By: /s/ Jeremy Steele
Name: Jeremy Steele
Title: Secretary

CASTLE METALS DE MEXICO, S.A. DE C.V.

By: /s/ Patrick R. Anderson
Name: Patrick R. Anderson
Title: Attorney-in-Fact

CASTLE METALS DE MEXICALI, S.A. DE C.V.

By: /s/ Patrick R. Anderson
Name: Patrick R. Anderson
Title: Attorney-in-Fact

WILMINGTON SAVINGS FUND SOCIETY, FSB,
not in its individual capacity but solely as Trustee

By: /s/ Geoffrey J. Lewis
Name: Geoffrey J. Lewis
Title: Vice President

WILMINGTON SAVINGS FUND SOCIETY, FSB,
not in its individual capacity but solely as Collateral Agent

By: /s/ Geoffrey J. Lewis
Name: Geoffrey J. Lewis
Title: Vice President

EXHIBIT A

[FORM OF NOTE]
[Insert the Global Note Legend, if applicable]
[Insert the Private Placement Legend, if applicable]
[Insert OID Legend, if applicable]
[Insert Intercreditor Legend]

CUSIP [ ]

3.00% / 5.00% Convertible Senior Secured PIK Toggle Notes due 2024

No. [ ] $[ ]

[as revised by the Schedule of Increases and Decreases in Global Note attached hereto]*

A.M. CASTLE & CO.

A.M. Castle & Co., a Maryland corporation (the "Company"), promises to pay to [ ] or registered assigns, the principal sum of [ ] DOLLARS[, as revised by the Schedule of Increases and Decreases in Global Note attached hereto,]* *Insert in Global Note*. on [_____], 2024.

Interest Payment Dates: March 31, June 30, September 30 and December 31

Record Dates: March 15, June 15, September 15 and December 15

Dated:

A.M. CASTLE & CO.

By: _____
Name:
Title:

This is one of the Notes referred to
in the within-mentioned Indenture:

Wilmington Savings Fund Society, FSB,
As Trustee

By: _____
Authorized Signatory

Capitalized terms used herein have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

(1) Interest. A.M. Castle & Co., a Maryland corporation (the "Company"), promises to pay interest on the principal amount of this Note at (i) in the case of Cash Interest, 3.00% per annum, from (and including) the date of issuance until maturity, or (ii) in the case of PIK Interest, 5.00% per annum, from (and including) the date of issuance until maturity. PIK Interest may be payable either (x) by increasing the principal amount of the outstanding Note by an amount equal to the amount of PIK Interest for the applicable interest period (rounded up to the nearest $1.00) or (y) by issuing PIK Notes in certificated form in an aggregate principal amount equal to the amount of PIK Interest for the period (rounded up to the nearest $1.00), and the Trustee will, at the request of the Company, authenticate and deliver such PIK Notes in certificated form for original issuance to the Holders on the relevant record date, as shown by the records of the register of Holders. Following an increase in the principal amount of the outstanding Global Notes as a result of a PIK Payment, the Global Notes will bear interest on such increased principal amount from and after the date of such PIK Payment. All Notes issued pursuant to a PIK Payment will mature on August 31, 2024 and will be governed by, and subject to the terms, provisions and conditions of, the Indenture and shall have the same rights and benefits as Notes issued on the Issue Date. Any certificated PIK Notes will be issued with the description PIK on the face of such PIK Note.

The Company will pay interest, quarterly in arrears on March 31, June 30, September 30 and December 31 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each such date, an "Interest Payment Date"). 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; *provided* that if there is no existing Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; *provided*, *further*, that the first Interest Payment Date shall be June 30, 2020. The Company will pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal from time to time on demand at a rate that is 1% per annum in excess of the rate then in effect to the extent lawful; it will pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest or premium, if any, (without regard to any applicable grace periods) from time to time on demand at the same rate to the extent lawful. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

(2) Method of Payment. For any interest payment period, the Company may elect to pay interest on this Note (1) entirely in cash ("Cash Interest") or (2) if the payment of Cash Interest would be prohibited under the terms of the Intercreditor Agreement, by increasing the principal amount of the outstanding Notes or by issuing PIK Notes ("PIK Interest"). For any interest payment, the Company must elect the form and composition of the interest payment with respect to such interest period by delivering a notice to the Trustee at least 15 days prior to the interest payment due date for such interest period. The Trustee shall deliver a corresponding notice to the Holders. In the absence of such election for any interest period, interest on the Notes shall be payable according to the election for the previous interest period.

The Company will pay interest on the Notes (except defaulted interest), to the Persons who are registered Holders of Notes at the close of business on the March 15, June 15, September 15 or December 15 immediately preceding the Interest Payment Date, even if such Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. The Notes will be payable as to principal, interest or premium, if any, at the office or agency of the Company maintained for such purpose within or without the City and State of New York, or, at the option of the Company, payment may be made by check mailed to the Holders at their addresses set forth in the register of Holders; *provided* that payment by wire transfer of immediately available funds will be required with respect to principal of and interest or premium, if any, on all Global Notes and all other Notes the Holders of which will have provided wire transfer instructions to the Company or the Paying Agent. Such payment will be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

If any payment with respect to any principal of, or premium or interest, if any, on any Note (including any payment to be made on any date fixed for redemption or purchase of any Note) is due on a day which is not a Business Day, then the payment need not be made on such date, but may be made on the next Business Day with the same force and effect as if made on such date, and no interest will accrue for the intervening period.

(3) Paying Agent, Registrar and Conversion Agent. Initially, Wilmington Savings Fund Society, FSB, the Trustee under the Indenture, will act as Paying Agent, Registrar and Conversion Agent. The Company may change any Paying Agent, Registrar or Conversion Agent without notice to any Holder. The Company or any of its Subsidiaries may act in any such capacity.

(4) Indenture. The Company issued the Notes under an Indenture, dated as of March 27, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Indenture"), among the Company, the Guarantors, the Trustee and the Collateral Agent. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the TIA. The Notes are subject to all such terms, and Holders are referred to the Indenture and such Act for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture or any other Note Document, the provisions of the Indenture or such Note Document shall govern and be controlling. The Notes are secured obligations of the Company, and such security is subject to the Intercreditor Agreement.

(5) Mandatory Redemption.

The Company is not required to make mandatory redemption or sinking fund payments with respect to the Notes, except that, under certain circumstances, the Company may be required to offer to purchase Notes as described under Sections 4.10 and 15.01 of the Indenture. The Company and its Affiliates may at any time and from time to time purchase Notes in the open market, by tender offer, negotiated transactions or otherwise.

(6) Repurchase at the Option of Holder.

(a) The Notes shall be subject to repurchase at the option of the Holder as a result of certain Asset Sales under the circumstances described under Section 4.10 of the Indenture.

(b) Upon occurrence of a Fundamental Change, the Notes may be subject to repurchase at the option of the Holders pursuant to Section 15.01 of the Indenture.

(7) Conversion. 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 $1.00 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.

(9) Denominations, Transfer, Exchange. The Notes are in registered form without coupons in denominations of $2,000 and integral multiples of $1.00. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed or during the period between a record date and the corresponding Interest Payment Date.

(10) Persons Deemed Owners. The registered Holder of a Note may be treated as its owner for all purposes.

(11) Amendment, Supplement and Waiver. The Notes may be amended or supplemented in accordance with Sections 9.01 and 9.02 of the Indenture.

(12) Defaults and Remedies. The Notes shall be subject to Events of Default set forth in Section 6.01 of the Indenture.

(13) Trustee Dealings with Company. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not the Trustee.

(14) No Recourse Against Others. No past, present or future 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, the Note Guarantees, the Collateral Documents 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.

(15) Authentication. This Note will not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

(16) Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TENENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

(17) CUSIP Numbers. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes, and the Trustee may use CUSIP numbers in notices as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice, and reliance may be placed only on the other identification numbers placed thereon.

(18) GOVERNING LAW. THE 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, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS TO THE EXTENT THAT THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY. EACH OF THE PARTIES HERETO AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE INDENTURE, THE NOTES, THE GUARANTEES, THE COLLATERAL DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED BY THE INDENTURE.

The Company will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to:

A.M. Castle & Co.
1420 Kensington Court, Suite 220
Oak Brook, IL 60523
Facsimile No.: (847) 349-2583
Attention: Chief Financial Officer

ASSIGNMENT FORM
To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to:

(Insert assignee's legal name)

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

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

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

Date:

Your Signature:
(Sign exactly as your name appears on the face of this Note)

Signature Guarantee:*

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

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 $1.00 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

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to Section 4.10 or 15.01 of the Indenture, check the appropriate box below:

☐ Section 4.10 ☐ Section 15.01

If you want to elect to have only part of the Note purchased by the Company pursuant to Section 4.10 or Section 15.01 of the Indenture, state the principal amount you elect to have purchased:

Dollars ($ )

Date:

Your Signature:
(Sign exactly as your name appears on the face of this Note)

Tax Identification No.:

Signature Guarantee:*

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

| Date of Exchange | Amount of decrease in Principal Amount [at maturity] of this Global Note | Amount of increase in Principal Amount [at maturity] of this Global Note | Principal Amount [at maturity] of this Global Note following such decrease (or increase) | Signature of authorized officer of Trustee or Custodian |
|---|---|---|---|---|

* Include in Global Note.

FORM OF CERTIFICATE OF TRANSFER

A.M. Castle & Co.
1420 Kensington Court, Suite 220
Oak Brook, IL 60523

Wilmington Savings Fund Society, FSB,
as Trustee
500 Delaware Avenue, 11th Floor
Wilmington, Delaware 19801
Attention: Geoffrey J. Lewis

Re: A.M. Castle & Co. –3.00% / 5.00% Convertible Senior Secured PIK Toggle Notes due 2024 (CUSIP)

Reference is hereby made to the Indenture, dated as of March 27, 2020 (the "Indenture"), among A.M. Castle & Co., as issuer (the "Company"), the guarantors party thereto and Wilmington Savings Fund Society, FSB, as trustee and as collateral agent. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____, (the "Transferor") owns and proposes to transfer the Note[s] or interest in such Note[s] specified in Annex A hereto, in the principal amount of $ in such Note[s] or interests (the "Transfer"), to _____ (the "Transferee"), as further specified in Annex A hereto. In connection with the Transfer, the Transferor hereby certifies that:

[CHECK ALL THAT APPLY]

1. ☐ **Check if Transferee will take delivery of a beneficial interest in the 144A Global Note or a Restricted Definitive Note pursuant to Rule 144A**. The Transfer is being effected pursuant to and in accordance with Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), and, accordingly, the Transferor hereby further certifies that the beneficial interest or Definitive Note is being transferred to a Person that the Transferor reasonably believes is purchasing the beneficial interest or Definitive Note for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A, and such Transfer is in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the 144A Global Note and/or the Restricted Definitive Note and in the Indenture and the Securities Act.

2. ☐ **Check if Transferee will take delivery of a beneficial interest in the Regulation S Global Note or a Restricted Definitive Note pursuant to Regulation S**. The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and, accordingly, the Transferor hereby further certifies that (i) the Transfer is not being made to a Person in the United States and (x) at the time the buy order was originated, the Transferee was outside the United States or such Transferor and any Person acting on its behalf reasonably believed and believes that the Transferee was outside the United States or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither such Transferor nor any Person acting on its behalf knows that the transaction was prearranged with a buyer in the United States, (ii) no directed selling efforts have been made in contravention of the requirements of Rule 903(b) or Rule 904(b) of Regulation S under the Securities Act, (iii) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act and (iv) if the proposed transfer is being made prior to the expiration of the Restricted Period, the transfer is not being made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser). Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on Transfer enumerated in the Private Placement Legend printed on the Regulation S Global Note and/or the Restricted Definitive Note and in the Indenture and the Securities Act.

3. ☐ **Check and complete if Transferee will take delivery of a beneficial interest in the AI Global Note or a Restricted Definitive Note pursuant to any provision of the Securities Act other than Rule 144A or Regulation S**. The Transfer is being effected in compliance with the transfer restrictions applicable to beneficial interests in Restricted Global Notes and Restricted Definitive Notes and pursuant to and in accordance with the Securities Act and any applicable blue sky securities laws of any state of the United States, and accordingly the Transferor hereby further certifies that (check one):

(a) ☐ such Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act;

or

(b) ☐ such Transfer is being effected to the Company or a subsidiary thereof;

or

(c) ☐ such Transfer is being effected pursuant to an effective registration statement under the Securities Act and in compliance with the prospectus delivery requirements of the Securities Act;

or

(d) ☐ such Transfer is being effected to an Accredited Investor and pursuant to an exemption from the registration requirements of the Securities Act, other than Rule 144A, Rule 144, Rule 903 or Rule 904, and the Transferor hereby further certifies that it has not engaged in any general solicitation within the meaning of Regulation D under the Securities Act and the Transfer complies with the transfer restrictions applicable to beneficial interests in a Restricted Global Note or Restricted Definitive Notes and the requirements of the exemption claimed, which certification is supported by (1) a certificate executed by the Transferee in the form of Exhibit D to the Indenture and (2) an opinion of counsel provided by the Transferor or the Transferee (a copy of which the Transferor has attached to this certification), to the effect that such Transfer is in compliance with the Securities Act. Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the AI Global Note and/or the Restricted Definitive Notes and in the Indenture and the Securities Act.

4. ☐ **Check if Transferee will take delivery of a beneficial interest in an Unrestricted Global Note or of an Unrestricted Definitive Note**.

(a) ☐ **Check if Transfer is pursuant to Rule 144**. (i) The Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

(b) ☐ **Check if Transfer is Pursuant to Regulation S**. (i) The Transfer is being effected pursuant to and in accordance with Rule 903 or Rule 904 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes, on Restricted Definitive Notes and in the Indenture.

(c) ☐ **Check if Transfer is Pursuant to Other Exemption**. (i) The Transfer is being effected pursuant to and in compliance with an exemption from the registration requirements of the Securities Act other than Rule 144, Rule 903 or Rule 904 and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any State of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Note will not be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Notes or Restricted Definitive Notes and in the Indenture.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

[Insert Name of Transferor]

By:
Name:
Title:

Dated:

ANNEX A TO CERTIFICATE OF TRANSFER

(1) The Transferor owns and proposes to transfer the following:

[CHECK ONE OF (a) OR (b)]

(a) ☐ a beneficial interest in the:

(i) ☐ 144A Global Note (CUSIP ), or

(ii) ☐ Regulation S Global Note (CUSIP ), or

(iii) ☐ AI Global Note (CUSIP ); or

(b) ☐ a Restricted Definitive Note.

(2) After the Transfer the Transferee will hold:

[CHECK ONE]

(a) ☐ a beneficial interest in the:

(i) ☐ 144A Global Note (CUSIP ), or

(ii) ☐ Regulation S Global Note (CUSIP ), or

(iii) ☐ AI Global Note (CUSIP ); or

(iv) ☐ Unrestricted Global Note (CUSIP ); or

(b) ☐ a Restricted Definitive Note; or

(c) ☐ an Unrestricted Definitive Note,

in accordance with the terms of the Indenture.

FORM OF CERTIFICATE OF EXCHANGE

A.M. Castle & Co.
1420 Kensington Court, Suite 220
Oak Brook, IL 60523

Wilmington Savings Fund Society, FSB,
as Trustee
500 Delaware Avenue, 11th Floor
Wilmington, Delaware 19801
Attention: Geoffrey J. Lewis

Re: A.M. Castle & Co. –3.00% / 5.00% Convertible Senior Secured PIK Toggle Notes due 2024 (CUSIP)

Reference is hereby made to the Indenture, dated as of March 27, 2020 (the "Indenture"), among A.M. Castle & Co., as issuer (the "Company"), the guarantors party thereto and Wilmington Savings Fund Society, FSB, as trustee and as collateral agent. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____, (the "Owner") owns and proposes to exchange the Note[s] or interest in such Note[s] specified herein, in the principal amount of $ in such Note[s] or interests (the "Exchange"). In connection with the Exchange, the Owner hereby certifies that:

1. ☐**Exchange of Restricted Definitive Notes or Beneficial Interests in a Restricted Global Note for Unrestricted Definitive Notes or Beneficial Interests in an Unrestricted Global Note**

(a) ☐ **Check if Exchange is from beneficial interest in a Restricted Global Note to beneficial interest in an Unrestricted Global Note**. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a beneficial interest in an Unrestricted Global Note in an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Global Notes and pursuant to and in accordance with the Securities Act of 1933, as amended (the "Securities Act"), (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest in an Unrestricted Global Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(b) ☐ **Check if Exchange is from beneficial interest in a Restricted Global Note to Unrestricted Definitive Note**. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Definitive Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(c) ☐ **Check if Exchange is from Restricted Definitive Note to beneficial interest in an Unrestricted Global Note**. In connection with the Owner's Exchange of a Restricted Definitive Note for a beneficial interest in an Unrestricted Global Note, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

(d) ☐ **Check if Exchange is from Restricted Definitive Note to Unrestricted Definitive Note**. In connection with the Owner's Exchange of a Restricted Definitive Note for an Unrestricted Definitive Note, the Owner hereby certifies (i) the Unrestricted Definitive Note is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Notes and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Unrestricted Definitive Note is being acquired in compliance with any applicable blue sky securities laws of any state of the United States.

2. ☐**Exchange of Restricted Definitive Notes or Beneficial Interests in Restricted Global Notes for Restricted Definitive Notes or Beneficial Interests in Restricted Global Notes**

(a) ☐ **Check if Exchange is from beneficial interest in a Restricted Global Note to Restricted Definitive Note**. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Note for a Restricted Definitive Note with an equal principal amount, the Owner hereby certifies that the Restricted Definitive Note is being acquired for the Owner's own account without transfer. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the Restricted Definitive Note issued will continue to be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Definitive Note and in the Indenture and the Securities Act.

(b) ☐ **Check if Exchange is from Restricted Definitive Note to beneficial interest in a Restricted Global Note**. In connection with the Exchange of the Owner's Restricted Definitive Note for a beneficial interest in the [CHECK ONE] 144A Global Note, Regulation S Global Note, AI Global Note with an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer and (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Restricted Global Notes and pursuant to and in accordance with the Securities Act, and in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Exchange in accordance with the terms of the Indenture, the beneficial interest issued will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the relevant Restricted Global Note and in the Indenture and the Securities Act.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company.

[Insert Name of Transferor]

By:
Name:
Title:

Dated:

FORM OF CERTIFICATE FROM
ACQUIRING ACCREDITED INVESTOR

A.M. Castle & Co.
1420 Kensington Court, Suite 220
Oak Brook, IL 60523

Wilmington Savings Fund Society, FSB,
as Trustee
500 Delaware Avenue, 11th Floor
Wilmington, Delaware 19801
Attention: Geoffrey J. Lewis

Re: A.M. Castle & Co. –3.00% / 5.00% Convertible Senior Secured PIK Toggle Notes due 2024 (CUSIP)

Reference is hereby made to the Indenture, dated as of March 27, 2020 (the "Indenture"), among A.M. Castle & Co., as issuer (the "Company"), the guarantors party thereto and Wilmington Savings Fund Society, FSB, as trustee and as collateral agent. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

In connection with our proposed purchase of $ aggregate principal amount of:

(a) ☐ a beneficial interest in a Global Note, or

(b) ☐ a Definitive Note,

we confirm that:

1. We understand that any subsequent transfer of the Notes or any interest therein is subject to certain restrictions and conditions set forth in the Indenture and the undersigned agrees to be bound by, and not to resell, pledge or otherwise transfer the Notes or any interest therein except in compliance with, such restrictions and conditions and the Securities Act of 1933, as amended (the "Securities Act").

2. We understand that the offer and sale of the Notes have not been registered under the Securities Act, and that the Notes and any interest therein may not be offered or sold except as permitted in the following sentence. We agree, on our own behalf and on behalf of any accounts for which we are acting as hereinafter stated, that if we should sell the Notes or any interest therein, we will do so only (A) to the Company or any subsidiary thereof, (B) in accordance with Rule 144A under the Securities Act to a "qualified institutional buyer" (as defined therein), (C) to an "accredited investor" (as defined below) that, prior to such transfer, furnishes (or has furnished on its behalf by a U.S. broker-dealer) to you and to the Company a signed letter substantially in the form of this letter and an Opinion of Counsel in form reasonably acceptable to the Trustee and the Company to the effect that such transfer is in compliance with the Securities Act, (D) outside the United States in accordance with Rule 904 of Regulation S under the Securities Act, (E) pursuant to the provisions of Rule 144 under the Securities Act or (F) pursuant to an effective registration statement under the Securities Act, and we further agree to provide to any Person purchasing the Definitive Note or beneficial interest in a Global Note from us in a transaction meeting the requirements of clauses (A) through (E) of this paragraph a notice advising such purchaser that resales thereof are restricted as stated herein.

3. We understand that, on any proposed resale of the Notes or beneficial interest therein, we will be required to furnish to you and the Company such certifications, legal opinions and other information as you and the Company may reasonably require to confirm that the proposed sale complies with the foregoing restrictions. We further understand that the Notes purchased by us will bear a legend to the foregoing effect.

4. We are an "accredited investor" (as defined in Rule 501(a) of Regulation D under the Securities Act) and have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of our investment in the Notes, and we and any accounts for which we are acting are each able to bear the economic risk of our or its investment.

5. We are acquiring the Notes or beneficial interest therein purchased by us for our own account or for one or more accounts (each of which is an "accredited investor") as to each of which we exercise sole investment discretion.

You and the Company are entitled to rely upon this letter and are irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceedings or official inquiry with respect to the matters covered hereby.

[Insert Name of Accredited Investor]

By:
Name:
Title:

Dated:

FORM OF SUPPLEMENTAL INDENTURE
TO BE DELIVERED BY SUBSEQUENT GUARANTORS

SUPPLEMENTAL INDENTURE (this "Supplemental Indenture"), dated as of [ ], 201[ ], among (the "Guaranteeing Subsidiary"), a subsidiary of A.M. Castle & Co. (or its permitted successor), a Maryland corporation (the "Company"), the Company and Wilmington Savings Fund Society, FSB, as trustee (in such capacity, the "Trustee") and as collateral agent (in such capacity, the "Collateral Agent").

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee and the Collateral Agent an indenture, dated as of March 27, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Indenture"), providing for the issuance of 3.00% / 5.00% Convertible Senior Secured PIK Toggle Notes due 2024 (the "Notes");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee and the Collateral Agent 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 and the Collateral Agent are each 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, the Trustee, and the Collateral Agent 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 Indenture, including but not limited to Article 10 thereof.

(3) No Recourse Against Others. No past, present or future 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 Documents or this Supplemental Indenture 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.

(4) GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE, THE INDENTURE AND THE OTHER NOTES DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS TO THE EXTENT THAT THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY. EACH OF THE PARTIES HERETO AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE INDENTURE, THE OTHER NOTES DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED BY THE INDENTURE.

(5) 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.

(6) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(7) The Trustee and Collateral Agent. The Trustee and the Collateral Agent 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: _____, 201

[GUARANTEEING SUBSIDIARY]

By: _____
Name:
Title:

A.M. CASTLE & CO.

By: _____
Name:
Title:

WILMINGTON SAVINGS FUND SOCIETY, FSB, as Trustee and Collateral Agent

By: _____
Authorized Signatory

**Exhibit 4.2**

SUPPLEMENTAL INDENTURE AND AMENDMENT NO. 2

THIS SUPPLEMENTAL INDENTURE AND AMENDMENT NO. 2 (this "Supplemental Indenture"), dated as of March 27, 2020, is between A. M. Castle & Co., a Maryland corporation (the "Company"), the Guarantors (as defined in the Indenture), and Wilmington Savings Fund Society, FSB, as trustee (in such capacity, the "Trustee") and as collateral agent (in such capacity, the "Collateral Agent").

W I T N E S S E T H

WHEREAS, the Company and the Guarantors have heretofore executed and delivered to the Trustee and the Collateral Agent an indenture, dated as of August 31, 2017 (as amended by that certain Supplemental Indenture and Amendment No. 1 dated as of June 1, 2018 and as further amended, restated, supplemented, or otherwise modified from time to time, the "Indenture"), providing for the issuance of 5.00%/7.00% Convertible Senior Secured PIK Toggle Notes due 2022 (the "Notes");

WHEREAS, Section 9.02 of the Indenture permits the execution of supplemental indentures for the purpose of amending or supplementing certain provisions of the Indenture with the consent of the Holders of at least a majority in aggregate principal amount of the then outstanding Notes voting as a single class;

WHEREAS, Section 9.02 of the Indenture permits the release of all or substantially all of the Collateral from the Liens Securing the Notes with the consent of Holders of at least 66-2/3% in aggregate principal amount of the then outstanding Notes;

WHEREAS, by way of a Noteholder Consent dated as of the date hereof, the Holders of more than 66-2/3% in aggregate principal amount of the outstanding Notes have consented in writing to the amendment of the Indenture as set forth in this Supplemental Indenture and the release of all of the Collateral from the Liens Securing the Notes;

WHEREAS, by way of resolutions dated as of August 1, 2019, the Board of Directors of the Company established a Special Committee to approve amendments and modifications to the Indenture;

WHEREAS, by way of resolutions dated as of February 24, 2020, the Special Committee has authorized the execution and delivery by the Company of this Supplemental Indenture;

WHEREAS, by way of a request letter dated as of the date hereof, the Company has requested the Trustee and Collateral Agent to join it in the execution of this Supplemental Indenture; and

WHEREAS, pursuant to Section 9.02 of the Indenture, the Trustee and the Collateral Agent are each authorized to execute and deliver this Supplemental Indenture.

WHEREAS, all conditions to the execution and delivery of this Supplemental Indenture pursuant to Sections 9.02, 9.06, 12.04 and 12.05 of the Indenture have been satisfied, each party hereto has duly authorized the execution and delivery of this Supplemental Indenture and all other acts necessary to make this Supplemental Indenture a valid, binding and legal supplement to the Indenture have been duly taken by the Company and the Guarantors.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, each Guarantor, the Trustee, and the Collateral Agent 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) Deletion of Certain Provisions.

a. The following provisions of the Indenture are hereby deleted and eliminated in their entirety, without redesignation of any other provision of the Indenture:

| | | |
|---|---|---|
| Section 4.03 | Section 4.13 | Section 13.02 |
| Section 4.04 | Section 4.17 | Section 13.03 |
| Section 4.07 | Section 4.18 | Section 13.04 |
| Section 4.08 | Section 4.20 | Section 13.05 |
| Section 4.09 | Section 4.22 | Section 13.06 |
| Section 4.10 | Section 4.23 | Section 13.07 |
| Section 4.11 | Section 13.01 | Section 13.09 |
| Section 4.12 | | |

b. In addition, all references in the Indenture to any of the foregoing provisions shall also be deemed deleted and eliminated in their entirety.

c. All definitions in the Indenture that, as a result of the deletions set forth in Section (1), define terms that no longer appear in Indenture, are hereby deleted and eliminated in their entirety.

(3) Amendment of the Indenture. The Indenture is hereby amended as follows:

a. Each of Sections 5.01(a)(3), 5.01(a)(4), 5.01(a)(5), 6.01(5), 6.01(6), 6.01(7), 6.01(9) and 6.01(10) of the Indenture is hereby amended and restated in its entirety as follows:

"Reserved"

b. Section 5.01(a)(2) of the Indenture is hereby amended and restated in its entirety as follows:

"the Successor Company assumes all the obligations of the Company under the Notes and this Indenture pursuant to agreements reasonably satisfactory to the Trustee;"

c. Section 6.01(3) of the Indenture is hereby amended and restated in its entirety as follows:

"(3) failure by the Company or any of its Restricted Subsidiaries to comply with 5.01 or Article 15 hereof;"

d. Section 6.02 of the Indenture is hereby amended and restated in its entirety as follows:

"6.02 Acceleration. If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in aggregate principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately. Upon any such declaration, the Notes shall become due and payable immediately. The Holders of a majority in aggregate principal amount of the then outstanding Notes by written notice to the Trustee may, on behalf of all of the Holders, rescind an acceleration and its consequences, if the rescission would not conflict with any judgment or decree and if all existing Events of Default (except nonpayment of principal, interest or premium, if any, that has become due solely because of the acceleration) have been cured or waived.

e. Section 10.03 of the Indenture is hereby amended by deleting the following:

"If required by Section 4.22 hereof, the Company will cause each Restricted Subsidiary to comply with the provisions of Section 4.22 hereof and this Article 10, to the extent applicable."

(4) Release of Collateral. Trustee and Collateral Agent hereby acknowledge and agree that as of the date hereof all security interests and liens which the Company or any Guarantor may have granted to Trustee or Collateral Agent in connection with the Indenture shall be automatically released and terminated and all of the Collateral Documents are hereby automatically terminated. The Company and each Guarantor and their respective attorneys shall be authorized to file any and all necessary terminations and releases, including, without limitation with respect to all Uniform Commercial Code financing statements filed in connection with the Indenture by or for the benefit of the Trustee or the Collateral Agent against the Issuer or any Guarantor. At the expense of the Company, Trustee and Collateral Agent shall deliver or cause to be delivered such other terminations (including, without limitation, Uniform Commercial Code termination statements, terminations and releases of security interests in intellectual property and terminations and releases of mortgages and deeds of trust), authorizations to terminate and releases as the Company may reasonably request to authorize, evidence and/or effect the termination and release by Trustee and Collateral Agent of all security interests, mortgages, deeds of trust, encumbrances and other liens, if any, granted to Collateral Agent and Trustee pursuant to the Collateral Documents.

(5) No Recourse Against Others. No past, present or future 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 Documents or this Supplemental Indenture 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.

(6) GOVERNING LAW. THIS SUPPLEMENTAL INDENTURE, THE INDENTURE AND THE OTHER NOTES DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS TO THE EXTENT THAT THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY. EACH OF THE PARTIES HERETO AGREES TO SUBMIT TO THE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE INDENTURE, THE OTHER NOTES DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED BY THE INDENTURE.

(7) Effectiveness & Counterparts. This Supplemental Indenture shall become effective as of the date first above written upon execution and delivery of counterparts of this Supplemental Indenture by the Trustee, the Collateral Agent, each Guarantor and the Company. 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.

(8) Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture, as amended by this Supplemental Indenture, is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. Upon and after execution of this Supplemental Indenture, this Supplemental Indenture shall form a part of the Indenture for all purposes and each reference in the Indenture, as amended by this Supplemental Indenture, to "this Indenture," "hereunder," "hereof" or words of like import referring to the Indenture shall mean and be a reference to the Indenture as modified hereby. In addition, every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

(9) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(10) Severability. In case any provision in this Supplemental Indenture is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

(11) Successors. All agreements in this Supplemental Indenture by the parties hereto shall bind their successors.

(12) The Trustee and Collateral Agent. The Trustee and the Collateral Agent 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 Guarantors and the Company.

[*Remainder of Page Intentionally Left Blank; Signature Page Follows*]

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.

**A. M. CASTLE & CO.**
**TOTAL PLASTICS, INC.**
**HY-ALLOY STEELS COMPANY**
**KEYSTONE TUBE COMPANY, LLC**
**KEYSTONE SERVICE, INC.**
**A. M. CASTLE & CO. (CANADA) INC.**

By: /s/ Jeremy Steele
Name: Jeremy Steele
Title: Secretary

**CASTLE METALS DE MEXICO, S.A. DE C.V.**
**CASTLE METALS DE MEXICALI, S.A. DE C.V.**

By: /s/ Patrick R. Anderson
Name: Patrick R. Anderson
Title: Attorney-in-Fact

**WILMINGTON SAVINGS FUND SOCIETY,**
FSB, as Trustee and Collateral Agent

By: /s/ Geoffrey J. Lewis
Name: Geoffrey J. Lewis
Title: Vice President

**Exhibit 10.1**

**EXECUTION COPY**

# AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT
# BY AND AMONG

# A.M. CASTLE & CO.

# AND

# THE INVESTORS PARTY HERETO

# DATED AS OF MARCH 27, 2020

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**AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT**

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (this "**Agreement**"), dated as of March 27, 2020, by and among A.M. Castle & Co., a Maryland corporation (the "**Company**"), and each of the parties identified on the signature pages hereto (collectively, the "**Investors**", and each an "**Investor**").

**RECITALS**

A. The Company previously issued Common Stock (as defined below) and Old Notes (as defined below) to certain Investors pursuant to its reorganization plan and in connection therewith entered into a Registration Rights Agreement dated August 31, 2017 (the "**2017 Registration Rights Agreement**").

B. The Company intends to exchange (the "**Exchange Offer**") its Old Notes for shares of Common Stock and Notes (as defined below).

C. The Company and the Investors wish to amend and restate the 2017 Registration Rights Agreement in its entirety.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Investors hereby agree as follows:

**AGREEMENT**

1. DEFINITIONS.

As used in this Agreement, the following terms shall have the following meanings:

"**2017 Registration Rights Agreement**" has the meaning ascribed to it in the recitals.

"**Additional Effective Date**" means the date the Additional Registration Statement is declared effective by the SEC or otherwise becomes effective.

"**Additional Effectiveness Deadline**" means the date which is the earlier of (x) ninety calendar days after the earlier of the Additional Filing Date and the Additional Filing Deadline and (y) the fifth Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that such Additional Registration Statement will not be reviewed or will not be subject to further review; *provided*, *however*, that if the Additional Effectiveness Deadline falls on a Saturday, Sunday or other day that the SEC is closed for business, the Additional Effectiveness Deadline shall be extended to the next Business Day on which the SEC is open for business.

"**Additional Filing Date**" means the date on which the Additional Registration Statement is filed with the SEC.

"**Additional Filing Deadline**" means 30 days after the date that the Company receives an Additional Registrable Securities Notice.

"**Additional Filing Determination Date**" has the meaning ascribed to such term in Section 2(b).

"**Additional Registrable Securities**" means, as of any time, (i) any shares of Common Stock beneficially owned by Investors, their affiliates and funds and trusts managed by and under common management with such Investors (including as a result of the beneficial ownership of Notes or other derivative securities) whose resale is not then covered by any Registration Statement that has been filed pursuant to this Agreement and is either effective or is in the process of being cleared by the SEC; (ii) any shares of capital stock of the Company issued or issuable to Investors, their affiliates and funds and trusts managed by and under common management with such Investors with respect to the Notes or the Common Stock, as applicable, as a result of any stock dividend, stock split, combination, reorganization and similar event or otherwise, without regard to any limitations on conversion, amortization and/or redemption of the Notes; and (iii) for the avoidance of doubt, any shares of capital stock of the Company that would become issuable by conversion of the Notes to any Investor, their affiliates and funds and trusts managed by and under common management with any such Investor upon the consummation of the amendment to the Company's articles of amendment and restatement and any other similar organizational documents as contemplated by Section 14.05(b) of the Indenture.

"**Additional Registrable Securities Notice**" has the meaning ascribed to such term in Section 2(b).

"**Additional Registration Statement**" means a registration statement or registration statements of the Company filed under the Securities Act covering the resale of any Additional Registrable Securities.

"**Additional Required Registration Amount**" means Additional Registrable Securities representing, on an As-Converted Basis, at least 1.0% of the outstanding shares of Common Stock.

"**Aggregate Basis**" means, with respect to any calculation and any Investor, such calculation, taking together the securities owned by such Investor and its affiliates and funds and trusts managed by and under common management with such Investor. For the purposes of this definition, each of the Company, its officers and directors and its subsidiaries shall not be deemed to be an affiliate of any Investor solely as a result of its, his or her status as the Company, an officer, a director or a subsidiary.

"**Alternative Transaction**" has the meaning ascribed to such term in Section 2(f).

"**As-Converted Basis**" means, with respect to any calculation, such calculation, giving effect to (i) the conversion of all Notes owned by the Investors at the Conversion Rate then in effect and (ii) the exercise of all other derivative securities owned by the Investors with respect to the Common Stock in accordance with the terms thereof (to the extent then exercisable).

"**Business Day**" means any day other than Saturday, Sunday or any other day on which either commercial banks in the City of New York are authorized or required by Law to remain closed or the New York Stock Exchange LLC is not open for a full business day.

"**Claims**" has the meaning ascribed to such term in Section 6(a).

"**Common Stock**" means the common stock of the Company, par value $0.01 per share and any shares of any class or series of capital stock of the Company resulting from any reclassification or reclassifications thereof, 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 depositary shares or other certificates representing common equity interests of such surviving corporation or its direct or indirect parent corporation, and which have no preference in respect of dividends or of amounts payable in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Company and which are not subject to redemption by the Company; *provided*, *however*, that if at any time there shall be more than one such resulting class or series, the shares of each such class or series then so issuable on conversion of Notes shall be substantially in the proportion which the total number of shares of such class or series resulting from all such reclassifications bears to the total number of shares of all such classes and series resulting from all such reclassifications.

"**Company**" has the meaning ascribed to such term in the preamble.

"**Conversion Rate**" has the meaning ascribed to such term in the Indenture.

"**Conversion Shares**" means: (i) the shares of Common Stock issuable pursuant to the terms of the Notes, including, without limitation, upon conversion or otherwise; and (ii) for the avoidance of doubt, any shares of capital stock of the Company that would become issuable by conversion of the Notes to any Investor upon the consummation of the amendment to the Company's articles of amendment and restatement and any other similar organizational documents as contemplated by Section 14.05(b) of the Indenture.

"**Effective Date**" means either the Initial Effective Date or the Additional Effective Date, as applicable.

"**Effectiveness Deadline**" means either the Initial Effectiveness Deadline or the Additional Effectiveness Deadline, as applicable.

"**Eligible Market**" means The New York Stock Exchange, The NYSE MKT LLC, The NASDAQ Capital Market, The NASDAQ Global Select Market, or The NASDAQ Global Market.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

"**Exchange Offer**" has the meaning ascribed to it in the recitals.

"**Governmental Authority**" means the government of any nation, state, city, locality or other political subdivision thereof, any entity or self-regulatory organization exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"**Indemnified Damages**" has the meaning ascribed to such term in Section 6(a).

"**Indemnified Party**" has the meaning ascribed to such term in Section 6(b).

"**Indemnified Person**" has the meaning ascribed to such term in Section 6(a).

"**Indenture**" means the indenture for the Notes, dated as of March 27, 2020, among the Company, the guarantors party thereto and Wilmington Savings Fund Society, FSB, as trustee and collateral agent.

"**Initial Effective Date**" means the date that the Initial Registration Statement is declared effective by the SEC or otherwise becomes effective.

"**Initial Effectiveness Deadline**" means the fifth Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that such Initial Registration Statement will not be reviewed or will not be subject to further review; *provided*, *however*, that if the Initial Effectiveness Deadline falls on a Saturday, Sunday or other day that the SEC is closed for business, the Initial Effectiveness Deadline shall be extended to the next Business Day on which the SEC is open for business.

"**Initial Filing Deadline**" means the date which is the later of (i) 90 days after the closing date of the Exchange Offer and (ii) the date specified in a written notice to the Company by the Required Holders.

"**Initial Filing Determination Date**" has the meaning ascribed to such term in Section 2(a).

"**Initial Registrable Securities**" means: (i) the shares of Common Stock beneficially owned by the Investors, their affiliates and funds and trusts managed by and under common management with such Investors at the Initial Filing Determination Date (including shares of Common Stock issued pursuant to the Exchange Offer and shares of Common Stock acquired after the closing date of the Exchange Offer, including as a result of the beneficial ownership of derivative securities other than the Notes); (ii) the Conversion Shares issued or issuable pursuant to the terms of the Notes beneficially owned by the Investors, their affiliates and funds and trusts managed by and under common management with such Investors at the Initial Filing Determination Date (including Notes issued pursuant to the Exchange Offer and Notes acquired after the closing date of the Exchange Offer); (iii) any shares of capital stock of the Company issued or issuable to Investors, their affiliates and funds and trusts managed by and under common management with such Investors with respect to the Notes or the Common Stock described in clauses (i) and (ii), as a result of any stock split, stock dividend, recapitalization, exchange or similar event or otherwise, in each case without regard to any limitations on conversion, amortization and/or redemption of the Notes; and (iv) for the avoidance of doubt, any shares of capital stock of the Company that would become issuable to Investors, their affiliates and funds and trusts managed by and under common management with such Investors by conversion of the Notes upon the consummation of the amendment to the Company's articles of amendment and restatement and any other similar organizational documents as contemplated by Section 14.05(b) of the Indenture.

"**Initial Registration Statement**" means a registration statement or registration statements of the Company filed under the Securities Act covering the resale of the Initial Registrable Securities.

"**Initial Required Registration Amount**" means (i) the shares of Common Stock held by the Investors on the closing date of the Exchange Offer plus (ii) the shares of Common Stock issued to the Investors pursuant to the Exchange Offer plus (iii) 125% of the number of Conversion Shares issuable pursuant to the Notes (without regard to any payments made in respect of any premium, make-whole premium or fundamental change) as of the Business Day immediately preceding the applicable date of determination and all subject to adjustment as provided in Section 2(e), without regard to any limitations on conversion, amortization and/or redemption of the Notes. The Initial Required Registration Amount shall also include an indeterminate number of Conversion Shares to be issued as a result of adjustments to the Conversion Rate pursuant to the Indenture.

"**Inspectors**" has the meaning ascribed to such term in Section 3(h).

"**Law**" means any United States federal, state or local or foreign law, rule, regulation, statute, Order or other legally enforceable requirement (including common law) issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

"**Legal Counsel**" has the meaning ascribed to such term in Section 2(c).

"**Maximum Offering Size**" has the meaning ascribed to such term in Section 2(f).

"**New Registration Rights Agreement**" means a new registration rights agreement, providing the Investors with registration rights that are customary for investors in a company that is not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act (including initial public offering demand registration rights at the request of the Investors, unlimited demand registration rights, shelf registration rights and piggyback registration rights), as shall be reasonably agreed among the Company and the Investors holding Registrable Securities at the time such registration rights agreement is entered into.

"**Notes**" means the Company's 3.00%/5.00% Convertible Senior PIK Toggle Notes due 2024.

"**Old Notes**" means the Company's 5.00%/7.00% Convertible Senior PIK Toggle Notes due 2022.

"**Order**" means any judgment, decision, writ, order, injunction, award, decree or other determination of or by any Governmental Authority.

"**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an estate, an unincorporated organization or other entity and a government or any department or agency thereof.

"**Records**" has the meaning ascribed to such term in Section 3(h).

"**register**," "**registered**," and "**registration**" refer to a registration effected by preparing and filing one or more Registration Statements in compliance with the Securities Act and pursuant to Rule 415, and the declaration or ordering of effectiveness of such Registration Statement(s) by the SEC.

"**Registrable Securities**" means the Initial Registrable Securities and the Additional Registrable Securities; *provided*, that any Registrable Securities beneficially owned by an Investor shall cease to be Registrable Securities to the extent such securities may be sold pursuant to Rule 144 (or any similar provisions in force) without regard to volume or manner of sale limitations and constitute less than 2.5% of the outstanding Common Stock on an As-Converted Basis and on an Aggregate Basis.

"**Registration Actions**" has the meaning ascribed to such term in Section 2(g).

"**Registration Period**" has the meaning ascribed to such term in Section 3(a).

"**Registration Statement**" means either the Initial Registration Statement or the Additional Registration Statement, as applicable.

"**Requested Shelf Registered Securities**" has the meaning ascribed to such term in Section 2(f).

"**Required Holders**" means the holders of at least a majority of the Registrable Securities (calculated on an As-Converted Basis).

"**Rule 144**" has the meaning ascribed to such term in Section 8.

"**Rule 415**" means Rule 415 promulgated under the Securities Act or any successor rule providing for offering securities on a delayed or continuous basis.

"**SEC**" means the United States Securities and Exchange Commission.

"**SEC Guidance**" means (i) any publicly available written or oral interpretations, questions and answers, guidance and forms of the SEC, (ii) any oral or written comments, requirements or requests of the SEC or its staff, (iii) the Securities Act and the Exchange Act and (iv) any other rules, bulletins, releases, manuals and regulations of the SEC.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

"**Shelf Registered Securities**" means any Registrable Securities whose resale is covered by an effective Registration Statement filed pursuant to this Agreement.

"**Suspension Notice**" has the meaning ascribed to such term in Section 2(g).

"**Suspension Period**" has the meaning ascribed to such term in Section 2(g).

"**Underwritten Offering**" has the meaning ascribed to such term in Section 2(f).

"**Underwritten Offering Notice**" has the meaning ascribed to such term in Section 2(f).

"**Underwritten Offering Request**" has the meaning ascribed to such term in Section 2(f).

"**Underwritten Offering Requesting Holder**" has the meaning ascribed to such term in Section 2(f).

"**Violations**" has the meaning ascribed to such term in Section 6(a).

2. REGISTRATION.

(a) Initial Mandatory Registration. The Company shall prepare, and, as soon as reasonably practicable but in no event later than the Initial Filing Deadline, file with the SEC the Initial Registration Statement on Form S-3 covering the resale of all of the Initial Registrable Securities. In the event that Form S-3 is unavailable for such a registration in accordance with SEC Guidance, the Company shall use such other appropriate form as is available for such a registration in accordance with SEC Guidance, subject to the provisions of Section 2(d). The Initial Registration Statement prepared pursuant hereto shall register for resale at least the number of shares of Common Stock equal to the Initial Required Registration Amount determined as of the Business Day prior to the date the Initial Registration Statement is initially filed with the SEC (the "**Initial Filing Determination Date**"), subject to adjustment as provided in Section 2(e). Not later than five Business Days prior to the anticipated Initial Filing Determination Date, the Company shall provide written notice to the Investors of such anticipated Initial Filing Determination Date. Each Investor shall notify the Company of the number of Initial Registrable Securities to be included by it in such Initial Registration Statement (and shall provide such other information as is required by Section 4(a)) not later than the third Business Day after receipt of such notice from the Company. The Company shall use its commercially reasonable efforts to cause the Initial Registration Statement to become effective as soon as reasonably practicable, but in no event later than the Initial Effectiveness Deadline. By the end of the Business Day following the Initial Effective Date, the Company shall file with the SEC, in accordance with SEC Guidance, a final prospectus to be used in connection with sales pursuant to such Initial Registration Statement.

(b) Additional Registrations. From time to time, the Investors may, by written notice to the Company, request that an amount of Additional Registrable Securities be registered on an Additional Registration Statement (each such notice, an "**Additional Registrable Securities Notice**"). If the Company shall have received Additional Registrable Securities Notices with respect to an amount of Additional Registrable Securities exceeding the Additional Required Registration Amount, the Company shall prepare, and, as soon as reasonably practicable but in no event later than each Additional Filing Deadline, file with the SEC an Additional Registration Statement on Form S-3 covering the resale of all of the Additional Registrable Securities subject to such Additional Registrable Securities Notices. In the event that Form S-3 is unavailable for such a registration in accordance with SEC Guidance, the Company shall use such other appropriate form as is available for such a registration in accordance with SEC Guidance, subject to the provisions of Section 2(d). Each Additional Registration Statement prepared pursuant hereto shall register for resale at least that number of shares of Common Stock equal to the Additional Required Registration Amount determined as of the Business Day prior to the date such Additional Registration Statement is initially filed with the SEC (in each instance, an "**Additional Filing Determination Date**"), subject to adjustment as provided in Section 2(e). Not later than five Business Days prior to each anticipated Additional Filing Determination Date, the Company shall provide written notice to the Investors of such anticipated Additional Filing Determination Date. Each Investor shall notify the Company of the number of Additional Registrable Securities to be included by it in such Initial Registration Statement (and shall provide such other information as is required by Section 4(a)) not later than the third Business Day after receipt of such notice from the Company. The Company shall use its commercially reasonable efforts to cause each Additional Registration Statement to become effective as soon as reasonably practicable, but in no event later than the Additional Effectiveness Deadline. By the end of the Business Day following the Additional Effective Date, the Company shall file with the SEC in accordance with SEC Guidance a final prospectus to be used in connection with sales pursuant to such Additional Registration Statement. The Company shall not be required to file an Additional Registration Statement unless the total number of Additional Registrable Securities subject to Additional Registrable Securities Notices is greater than the Additional Required Registration Amount. The requirements of this Section 2(b) may be satisfied by means of a post-effective amendment to an already effective Registration Statement in lieu of a new Registration Statement.

(c) Legal Counsel. Subject to Section 5 hereof, the Required Holders shall have the right to select one legal counsel to review and oversee any registration pursuant to this Section 2 ("**Legal Counsel**"), which shall be Paul, Weiss, Rifkind, Wharton & Garrison LLP or such other counsel as thereafter designated by the Required Holders. The Company and Legal Counsel shall reasonably cooperate with each other in performing the Company's obligations under this Agreement.

(d) Ineligibility for Form S-3. In the event that Form S-3 is not available for the registration of the resale of Registrable Securities hereunder in accordance with SEC Guidance, the Company shall (i) register the resale of the Registrable Securities on Form S-1 or another appropriate form in accordance with SEC Guidance and (ii) undertake to register the Registrable Securities on Form S-3 as soon as such form is available for secondary sales in accordance with SEC Guidance, *provided* that the Company shall use its commercially reasonable efforts to maintain the effectiveness of the Registration Statement then in effect until such time as a Registration Statement on Form S-3 covering the Registrable Securities has become effective.

(e) Termination of Exchange Act Registration. Notwithstanding anything to the contrary in this Section 2, if the Company expects that it will no longer be subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, subject to the condition precedent that the Company shall have entered into a New Registration Rights Agreement with the Investors holding Registrable Securities at such time, at the time it is no longer subject to such reporting requirements, the Company shall no longer be required to comply with Section 8 or to file or maintain the effectiveness of any Registration Statements filed under this Agreement or perform any Registration Actions (as defined below) and may withdraw any such Registration Statements in accordance with SEC Guidance. The New Registration Rights Agreement shall provide that it supersedes this Agreement in its entirety.

(f) Conduct of Underwritten Offerings and Alternative Transactions.

(i) Upon written request by an Investor holding Shelf Registered Securities (the "**Underwritten Offering Requesting Holder**"), which request (the "**Underwritten Offering Request**") shall specify the class or series and amount of such Underwritten Offering Requesting Holder's Shelf Registered Securities to be sold (the "**Requested Shelf Registered Securities**"), the Company shall perform its obligations hereunder with respect to the sale of such Requested Shelf Registered Securities in the form of a firm commitment underwritten public offering (unless otherwise consented to by the Underwritten Offering Requesting Holder) (an "**Underwritten Offering**") if the aggregate proceeds reasonably anticipated to be generated, net of underwriting discounts and commissions, from the sale of the Requested Shelf Registered Securities equals or exceeds $10.0 million (as determined by the Company in good faith, as of the date the Company receives the Underwritten Offering Request), unless such Underwritten Offering shall include all of the Registrable Securities then owned by the Underwritten Offering Requesting Holder(s). Within five Business Days of receipt of an Underwritten Offering Request, the Company shall provide notice (the "**Underwritten Offering Notice**") of such proposed Underwritten Offering (which notice shall state the material terms of such proposed Underwritten Offering, to the extent known, as well as the identity of the Underwritten Offering Requesting Holder) to the other Investors holding Shelf Registered Securities. Such other Investors may, by written request to the Company and the Underwritten Offering Requesting Holders, within one Business Day after receipt of such Underwritten Offering Notice, offer and sell up to all of their Shelf Registered Securities of the same class or series as the Requested Shelf Registered Securities in such proposed Underwritten Offering. No Investor shall be entitled to include any of its Registrable Securities in an Underwritten Offering unless such Investor has complied with clause (iv), below. The lead managing underwriter or underwriters selected for such Underwritten Offering shall be an investment bank of national reputation selected by the Underwritten Offering Requesting Holder(s) and shall be reasonably acceptable to the Company. The terms and conditions of any customary underwriting or purchase arrangements pursuant to which Registrable Securities shall be sold in an Underwritten Offering shall be approved by the Underwritten Offering Requesting Holder(s) and shall be reasonably acceptable to the Company.

(ii) In an Underwritten Offering, if the lead managing underwriter advises the Company and the Underwritten Offering Requesting Holder that, in its view, the number of Registrable Securities requested to be included in such Underwritten Offering (including any securities that the Company proposes to be included that are not Registrable Securities) exceeds the number of Registrable Securities that may be sold without having a material and adverse effect on such Underwritten Offering (the "**Maximum Offering Size**"), the Company shall include in such Underwritten Offering the following securities, in the priority listed below, up to the Maximum Offering Size:

(A) first, Shelf Registered Securities that are requested to be included in such Underwritten Offering by the Underwritten Offering Requesting Holder(s);

(B) second, Shelf Registered Securities that are requested to be included in such Underwritten Offering by Investors other than the Underwritten Offering Requesting Holder(s); and

(C) third, all securities that are registered on the applicable Registration Statement and are requested to be included in such Underwritten Offering by the Company (including securities to be included pursuant to other applicable registration rights agreements or provisions).

(iii) The Company shall use its commercially reasonable efforts to cooperate in a timely manner with any request of the Investors holding Shelf Registered Securities in respect of any block trade, hedging transaction, derivatives transaction, short sale, stock loan or pledge or other transaction that is registered under a Registration Statement that is not a firm commitment Underwritten Offering (each, an "**Alternative Transaction**"), including entering into customary agreements with respect to such Alternative Transactions (and providing customary representations, warranties, covenants and indemnities in such agreements) as well as providing other reasonable assistance in respect of such Alternative Transactions of the type applicable to a transaction registered on a Registration Statement, subject to Section 3, to the extent customary for such transactions.

(iv) Notwithstanding anything herein to the contrary, no Investor may participate in any Underwritten Offering hereunder unless such Investor accurately completes and executes in a timely manner all questionnaires, powers of attorney, indemnities, custody agreements, underwriting agreements (as approved in accordance with the terms of this Agreement), and other documents reasonably requested under the terms of such underwriting arrangements; *provided*, that all Persons participating in such Underwritten Offering shall be required to complete and execute, on the same terms and conditions, such questionnaires, powers of attorney, indemnities, custody agreements, underwriting agreements, and other documents (if applicable). The right of an Investor to register and sell Registrable Securities in an Underwritten Offering shall also be subject to any restrictions, limitations or prohibitions on the sale of Registrable Securities as may be required by the underwriters in the interests of the offering (and, without limiting the foregoing, each such Investor shall in connection therewith agree to be bound by (and if requested, execute and deliver) a lock-up agreement with the underwriter(s) of any such Underwritten Offering as provided in clause (v), below).

(v) In connection with an Underwritten Offering:

(A) Each Investor hereby agrees that, except for sales in such Underwritten Offering: (1) it will not effect any public sale or distribution (including sales pursuant to Rule 144 and through derivative transactions) of Common Stock during (x) the period from the date of the Underwritten Offering Notice until the end of the 90-day period beginning on the date of commencement of such Underwritten Offering (which period may be extended to the extent required by applicable Law or SEC Guidance) or (y) such shorter period as the underwriters participating in such Underwritten Offering may require; *provided*, that the duration of the restrictions described in this subclause (1) shall be no longer than the duration of the shortest restriction generally imposed by the underwriters on the chief executive officer and the chief financial officer of the Company (or persons in substantially equivalent positions) in connection with such Underwritten Offering; and (2) it will execute a lock-up agreement in favor of the underwriters in form and substance reasonably acceptable to the Company and the underwriters to such effect.

(B) The Company agrees that (1) it shall not effect any public sale or distribution (including through derivative transactions) of Common Stock (except pursuant to registrations on Form S-8 or Form S-4 or any similar or successor form under the Securities Act) during (x) the period from the date of the Underwritten Offering Notice until the end of the 90-day period beginning on the date of commencement of such Underwritten Offering (which period may be extended to the extent required by applicable Law or SEC Guidance) or (y) such shorter period as the underwriters participating in such Underwritten Offering may require; and (2) to the extent requested by the underwriters participating in such Underwritten Offering, it shall agree to include provisions in the relevant underwriting or other similar agreement giving effect to the restrictions described in the preceding subclause (1), in form and substance reasonably acceptable to such underwriters and the Required Holders.

(C) With respect to the 90-day periods described in clauses (A) and (B) above, unless the provisions of FINRA Rule 2241 do not apply to research reports issued by the managers or co-managers of the relevant offering of Registrable Securities, such lock-up restrictions shall continue to apply to the extent reasonably requested by the underwriters to facilitate compliance with such rule (but in no event shall such an extended period extend beyond the expiration of the 18$^{th}$ day following the end of the initial 90-day period), and any lock-up agreements contemplated by such paragraphs shall be subject to such extension.

(g) Suspension. Notwithstanding anything to the contrary contained in this Agreement, but subject to the limitations set forth in this Section 2(g), the Company shall be entitled to suspend its obligation to (i) file or submit (but not to prepare) any Registration Statement, (ii) file or submit any amendment to such a Registration Statement, (iii) file, submit or furnish any supplement or amendment to a prospectus included in such a Registration Statement, (iv) make any other filing with the SEC, (v) cause such a Registration Statement or other filing with the SEC to become or remain effective or (vi) take any similar actions or actions related thereto (including entering into agreements and actions related to the marketing of securities) (collectively, "**Registration Actions**") upon (1) the issuance by the SEC of a stop order suspending the effectiveness of any such Registration Statement or the initiation of proceedings with respect to such a Registration Statement under Section 8(d) or 8(e) of the Securities Act, (2) the determination of the Company's board of directors that any such Registration Action should not be taken because it would reasonably be expected to materially interfere with or require the public disclosure of any material corporate development or plan, including any material financing, securities offering, acquisition, disposition, corporate reorganization or merger or other transaction involving the Company or any of its subsidiaries or (3) the Company possessing material non-public information the disclosure of which its board of directors determines would reasonably be expected to not be in the best interests of the Company. Upon the occurrence of any of the conditions described in clause (1), (2) or (3) above in connection with undertaking a Registration Action, the Company shall give prompt notice of such suspension (and whether such action is being taken pursuant to clause (1), (2) or (3) above) (a "**Suspension Notice**") to the Investors. Upon the termination of such condition, the Company shall give prompt notice thereof to the Investors and shall promptly proceed with all Registration Actions that were suspended pursuant to this Section 2(g). The Company may only suspend Registration Actions pursuant to clause (2) or (3) above on three occasions during any period of 12 consecutive months for a reasonable time specified in the Suspension Notice but not exceeding an aggregate of 90 days (which period may not be extended or renewed) during such 12 consecutive month period (each such occasion, a "**Suspension Period**"). Each Suspension Period shall be deemed to begin on the date the relevant Suspension Notice is given to the Investors and shall be deemed to end on the earlier to occur of (x) the date on which the Company gives the Investors a notice that the Suspension Period has terminated and (y) the date on which the number of days during which a Suspension Period has been in effect exceeds the 90-day limit. Notwithstanding anything to the contrary in this Agreement, the Company shall not be in breach of, or have failed to comply with, any obligation under this Agreement where the Company acts or omits to take any action in order to comply with applicable Law, any SEC Guidance or any Order. Each Investor shall keep confidential the fact that a Suspension Period is in effect unless otherwise notified by the Company, except (a) for disclosure to the Investors and any underwriters or counterparties in Alternative Transactions, and their employees, agents and professional advisers who reasonably need to know such information, (b) for disclosures to the extent required in order to comply with reporting obligations to its limited partners or other direct or indirect investors who are subject to confidentiality arrangements with such Investor, (c) if and to the extent such matters are publicly disclosed by the Company or any of its subsidiaries or any other Person that, to the actual knowledge of such Investor, was not subject to an obligation or duty of confidentiality to the Company or any of its subsidiaries, (d) as required by applicable Law (*provided*, that the Investor gives prior written notice to the Company of such requirement and the contents of the proposed disclosure to the extent it is permitted to do so under applicable Law), and (e) for disclosure to any other Investor who is subject to the foregoing confidentiality requirement.

3. RELATED OBLIGATIONS.

At such time as the Company is obligated to file a Registration Statement with the SEC pursuant to Section 2, the Company will use its commercially reasonable efforts to effect the registration of the Registrable Securities in accordance with the intended method of disposition thereof and, pursuant thereto, the Company shall have the following obligations:

(a) The Company shall promptly prepare and file with the SEC a Registration Statement with respect to the Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement relating to the Registrable Securities to become effective as soon as reasonably practicable after such filing (but in no event later than the Effectiveness Deadline). The Company shall keep each Registration Statement effective pursuant to Rule 415 at all times until the earlier of (i) the date on which there are no longer any Registrable Securities and (ii) the date on which the Investors shall have sold all of the Registrable Securities covered by such Registration Statement (the "**Registration Period**"). Each Registration Statement (including any amendments or supplements thereto and prospectuses contained therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein (in the case of prospectuses, in the light of the circumstances in which they were made) not misleading. The term "commercially reasonable efforts" shall mean, among other things, that the Company shall submit to the SEC, within five Business Days after the later of the date that (i) the Company is advised by the SEC that no review of a particular Registration Statement will be made by the staff of the SEC or that the staff has no further comments on a particular Registration Statement, as the case may be, and (ii) the approval of Legal Counsel pursuant to Section 3(c) (which approval is immediately sought), a request for acceleration of effectiveness of such Registration Statement to a time and date not later than two Business Days after the submission of such request. The Company shall respond in writing to comments made by the SEC in respect of a Registration Statement as soon as reasonably practicable.

(b) In accordance with SEC Guidance, the Company shall prepare and file with the SEC such amendments (including post-effective amendments) and supplements to a Registration Statement and the prospectus used in connection with such Registration Statement, which prospectus is to be filed pursuant to Rule 424 promulgated under the Securities Act, as may be necessary to keep such Registration Statement effective at all times during the Registration Period, and, during such period, comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities of the Company covered by such Registration Statement until such time as all of such Registrable Securities shall have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof as set forth in such Registration Statement. The "Plan of Distribution" section of each Registration Statement shall permit all lawful means of disposition of Registrable Securities, including firm-commitment underwritten public offerings, block trades, agented transactions, sales directly into the market, purchases or sales by brokers, derivative transactions, short sales, stock loan or stock pledge transactions and sales not involving a public offering. In the case of amendments and supplements to a Registration Statement which are required to be filed pursuant to this Agreement (including pursuant to this Section 3(b)) by reason of the Company filing a report on Form 10-K, Form 10-Q, Form 8-K or any analogous report under the Exchange Act, the Company shall have incorporated such report by reference into such Registration Statement, if applicable, or shall file such amendments or supplements with the SEC on the same day on which the Exchange Act report is filed which created the requirement for the Company to amend or supplement such Registration Statement.

(c) The Company shall (A) permit Legal Counsel to review and comment upon (i) a Registration Statement at least two Business Days prior to its filing with the SEC and (ii) all amendments and supplements to all Registration Statements (except for Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and any similar or successor reports) within a reasonable number of days prior to their filing with the SEC, and (B) not file any Registration Statement or any such amendment or supplement thereto in a form to which Legal Counsel reasonably objects. The Company shall not submit a request for acceleration of the effectiveness of a Registration Statement or any amendment or supplement thereto without the prior approval of Legal Counsel, which consent shall not be unreasonably withheld. The Company shall furnish to Legal Counsel, without charge, (i) copies of any correspondence from the SEC or the staff of the SEC to the Company or its representatives relating to any Registration Statement, (ii) promptly after the same is prepared and filed with the SEC, one copy of any Registration Statement and any amendment(s) thereto, including financial statements and schedules, all documents incorporated therein by reference, if requested by an Investor, and all exhibits and (iii) upon the effectiveness of any Registration Statement, one copy of the prospectus included in such Registration Statement and all amendments and supplements thereto. The Company shall reasonably cooperate with Legal Counsel in performing the Company's obligations pursuant to this Section 3.

(d) The Company shall upon request furnish to each Investor whose Registrable Securities are included in any Registration Statement, without charge, (i) promptly after the same is prepared and filed with the SEC, at least one copy of such Registration Statement and any amendment(s) thereto, including financial statements and schedules, all documents incorporated therein by reference, if requested by an Investor, all exhibits and each preliminary prospectus, (ii) upon the effectiveness of any Registration Statement, 10 copies of the prospectus included in such Registration Statement and all amendments and supplements thereto (or such other number of copies as such Investor may reasonably request) and (iii) such other documents, including copies of any preliminary or final prospectus, as such Investor may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities owned by such Investor; *provided*, that any such item which is available on the SEC's EDGAR System (or successor thereto) need not be furnished in physical form.

(e) The Company shall use its commercially reasonable efforts to (i) register and qualify, unless an exemption from registration and qualification applies, the resale by Investors of the Registrable Securities covered by a Registration Statement under such other securities or "blue sky" Laws of such jurisdictions in the United States as the Required Holders may reasonably request, (ii) prepare and file in those jurisdictions such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Registration Period, (iii) take such other actions as may be necessary to maintain such registrations and qualifications in effect at all times during the Registration Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such jurisdictions; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(e), (y) subject itself to general taxation in any such jurisdiction, or (z) file a general consent to service of process in any such jurisdiction. The Company shall promptly notify Legal Counsel and each Investor who holds Registrable Securities of the receipt by the Company of any notification with respect to the suspension of the registration or qualification of any of the Registrable Securities for sale under the securities or "blue sky" Laws of any jurisdiction in the United States or its receipt of actual notice of the initiation or threatening of any proceeding for such purpose.

(f) The Company shall notify Legal Counsel and each Investor in writing (which may be by email) of the happening of any event, as promptly as reasonably practicable after becoming aware of such event, as a result of which the prospectus included in a Registration Statement, as then in effect, includes an untrue statement of a material fact or omission to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (*provided* that in no event shall such notice contain any material, nonpublic information), and, subject to Section 3(q), promptly prepare a supplement or amendment to such Registration Statement to correct such untrue statement or omission, and upon request deliver 10 copies of such supplement or amendment to Legal Counsel and each Investor (or such other number of copies as Legal Counsel or such Investor may reasonably request) provided, that any such item which is available on the SEC's EDGAR System (or successor thereto) need not be furnished in physical form. The Company shall also promptly notify Legal Counsel in writing (which may be by email) (i) when a prospectus or any prospectus supplement or post-effective amendment has been filed, and when a Registration Statement or any post-effective amendment has become effective (notification of such effectiveness shall be delivered to Legal Counsel by facsimile or email on the same day of such effectiveness), (ii) of any request by the SEC for amendments or supplements to a Registration Statement or related prospectus or related information, and (iii) of the Company's reasonable determination that a post-effective amendment to a Registration Statement would be appropriate. By the end of the Business Day following the date any post-effective amendment has become effective, the Company shall file with the SEC in accordance with Rule 424 under the Securities Act the final prospectus to be used in connection with sales pursuant to such Registration Statement.

(g) The Company shall use its commercially reasonable efforts to prevent the issuance of any stop order or other suspension of effectiveness of a Registration Statement, or the suspension of the qualification of any of the Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension as early as is reasonably practicable and to notify Legal Counsel and each Investor who holds Registrable Securities being sold of the issuance of such order and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

(h) Subject to customary confidentiality arrangements in form and substance reasonably satisfactory to the Company, the Company shall make available for inspection (upon reasonable notice and during normal business hours) by any Investor and any underwriter or counterparty in an Alternative Transaction participating in any disposition pursuant to a Registration Statement and any attorney (including Legal Counsel), any accountant or any other professional retained by any such Investor, underwriter or counterparty (collectively, the "**Inspectors**"), all financial and other records, pertinent corporate documents and properties of the Company (collectively, the "**Records**") as shall be reasonably necessary or desirable to enable them to exercise their due diligence responsibility and comply with SEC Guidance, and cause the officers and the employees of the Company to supply all information reasonably requested by any Inspectors in connection with such Registration Statement. Records that the Company determines, in good faith, to be confidential and that it notifies the Inspectors are confidential shall not be disclosed by the Inspectors unless (i) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in such Registration Statement or related prospectus, (ii) the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, (iii) disclosure of such Records is necessary to comply with SEC Guidance, federal or state securities Laws or the rules of any securities exchange or trading market on which any Common Stock is listed or traded or is otherwise required by applicable Law, SEC Guidance or administrative or legal process, (iv) the information in such Records was known to the Inspectors on a non-confidential basis prior to its disclosure by the Company or has been made generally available to the public other than as a result of a violation of this paragraph (h) or any other agreement or duty of confidentiality, (v) the information in such Records is or becomes available to the public other than as a result of disclosure by any Inspector in violation of the confidentiality agreements or (vi) is or was independently developed by any Inspector without the benefit of the information in such Records. Each Inspector agrees that, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, it shall, to the extent permitted by applicable Law, give notice to the Company and allow the Company, at its expense, to undertake appropriate action to prevent disclosure of the Records deemed confidential. Nothing in this paragraph (h) (or in any other confidentiality agreement between the Company and any Inspector) shall be deemed to limit the Investors' ability to sell Registrable Securities in a manner which is otherwise consistent with applicable Law.

(i) The Company shall hold in confidence and not make any disclosure of information concerning an Investor provided to the Company unless (i) the disclosure of such information is necessary to avoid or correct a misstatement or omission in such Registration Statement or related prospectus, (ii) the release of such information is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, (iii) disclosure of such information is necessary to comply with SEC Guidance, federal or state securities Laws or the rules of any securities exchange or trading market on which any Common Stock is listed or traded or is otherwise required by applicable Law, SEC Guidance or administrative or legal process, (iv) the information in such information was known to the Company on a non-confidential basis prior to its disclosure by the Investors or has been made generally available to the public other than as a result of a violation of this paragraph (i) or any other agreement or duty of confidentiality, (v) such information is or becomes available to the public other than as a result of disclosure by the Company in violation of the confidentiality agreements or (vi) is or was independently developed by the Company. The Company agrees that it shall, upon learning that disclosure of such information concerning an Investor is sought in or by a court or other Governmental Authority of competent jurisdiction or through other means, give prompt written notice to such Investor and allow such Investor, at the Investor's expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, such information.

(j) The Company shall use its commercially reasonable efforts to cause all of the Registrable Securities covered by a Registration Statement to be listed on each securities exchange on which securities of the same class or series issued by the Company are then listed, if any, if the listing of such Registrable Securities is then permitted under the rules of such exchange. The Company shall pay all fees and expenses in connection with satisfying its obligation under this Section 3(j).

(k) The Company shall cooperate with the Investors who hold Registrable Securities being offered and, to the extent applicable, facilitate the timely preparation and delivery of certificates (not bearing any restrictive legend if such shares are sold pursuant to a Registration Statement to a person who is not an affiliate of the Company) representing the Registrable Securities to be offered pursuant to a Registration Statement and enable such certificates to be in such denominations or amounts, as the case may be, as the Investors may reasonably request and registered in such names as the Investors may request.

(l) If requested by an Investor, the Company shall as soon as reasonably practicable (i) incorporate in a prospectus supplement or post-effective amendment such information as an Investor reasonably requests to be included therein relating to the sale and distribution of Registrable Securities, including, without limitation, information with respect to the number of Registrable Securities being offered or sold, the manner of such sale and distribution, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering; (ii) make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment; and (iii) supplement or make amendments to any Registration Statement if reasonably requested by an Investor holding any Registrable Securities.

(m) The Company shall use its commercially reasonable efforts to cause the offer and sale of the Registrable Securities covered by a Registration Statement to be registered with or approved by such other Governmental Authorities as may be necessary to consummate the disposition of such Registrable Securities as contemplated by the Registration Statement.

(n) The Company shall make generally available to its security holders as soon as practicable, but not later than 90 days after the close of the period covered thereby, an earnings statement (in form complying with, and in the manner provided by, the provisions of Rule 158 under the Securities Act) covering a twelve-month period beginning not later than the first day of the Company's fiscal quarter next following the applicable Effective Date of a Registration Statement.

(o) The Company shall otherwise use its commercially reasonable efforts to comply with all SEC Guidance in connection with any Registration Statement.

(p) Within two Business Days after the Effective Date of a Registration Statement which covers Registrable Securities, the Company shall deliver, and shall cause legal counsel for the Company to deliver, to the transfer agent for such Registrable Securities (with copies to the Investors whose Registrable Securities are included in such Registration Statement) confirmation that such Registration Statement has become effective. The Company shall provide such confirmation to any underwriters or counterparties in Alternative Transactions covered by such Registration Statement.

(q) In connection with any Underwritten Offering or Alternative Transaction:

(i) The Company shall enter into any underwriting or other agreements that are reasonably necessary to complete transactions of such type, which agreements shall provide for representations, warranties, covenants and indemnities that are customary for transactions of such type;

(ii) The Company shall furnish to each Investor and to each underwriter in an Underwritten Offering or counterparty in an Alternative Transaction, if any, a signed counterpart, addressed to such underwriter or counterparty, of (A) an opinion or opinions of counsel to the Company and (B) a comfort letter or comfort letters from the Company's independent public accountants, each in customary form and covering such matters of the kind customarily covered by opinions or comfort letters, as the case may be, any Investor or the lead managing underwriter (or lead counterparty, as the case may be) therefor reasonably requests;

(iii) Prior to filing or submitting to the SEC or any other Governmental Authority or distributing publicly any materials (including free writing prospectuses, prospectus supplements, materials to be incorporated by reference in the relevant Registration Statement and amendments or supplements to the relevant Registration Statement) related to such Underwritten Offering or Alternative Transaction, the Company shall afford counsel to any underwriter or counterparty in such Alternative Transaction a reasonable opportunity to review and comment on any such materials, and the Company shall use commercially reasonable efforts to address any such comments; and

(iv) The Company shall take all other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities in any such Underwritten Offering or Alternative Transaction, including, if required, (A) engaging a "qualified independent underwriter" in connection with the qualification of the underwriting arrangements with FINRA, (B) providing reasonable cooperation to any underwriters or counterparties in Alternative Transactions in their filings with FINRA, (C) causing its senior management, upon reasonable request and at reasonable times to prepare and make presentations at any "road shows" in connection with Underwritten Offerings and Alternative Transactions and otherwise cooperate as requested by the underwriters or counterparties in an Alternative Transaction in the offering, marketing or selling of the Registrable Securities, (D) including in such Registration Statement such additional information for marketing purposes as the managing underwriter or counterparty in an Alternative Transaction reasonably requests (which information may be provided by means of a prospectus supplement if permitted by SEC Guidance), (E) furnishing the underwriters or counterparties in Alternative Transactions such number of copies of such Registration Statement, each amendment and supplement thereto filed with the SEC (in each case including all exhibits thereto and documents incorporated by reference therein), the prospectus included in such Registration Statement (including each preliminary prospectus and any summary prospectus) and any other prospectus filed under Rule 424, Rule 430A, Rule 430B or Rule 430C under the Securities Act and such other documents as such underwriters or counterparties may reasonably request in order to facilitate the disposition of the Registrable Securities.

(r) Neither the Company nor any subsidiary or affiliate thereof shall identify any Investor as an "underwriter" in any public disclosure or filing with the SEC or any Eligible Market without the prior written consent of such Investor (it being understood, that if the Company is required to name such Investor as an "underwriter" in such Registration Statement by the SEC (after a good faith discussion with the SEC to lift such requirement, including, without limitation, any reduction in the number of Registrable Securities of such Investor to be registered on such Registration Statement (to the extent necessary to lift such requirement)), such Investor shall have the option of electing to exclude all such Registrable Securities from such Registration Statement or to be named as an "underwriter" in such Registration Statement").

(s) Neither the Company nor any of its subsidiaries shall have entered, as of the date hereof, nor shall the Company or any of its subsidiaries, on or after the date of this Agreement, enter into any agreement with respect to its securities, that would have the effect of impairing the rights granted to any Investor pursuant to this Agreement or otherwise conflicts with the provisions hereof.

4. OBLIGATIONS OF THE INVESTORS.

(a) At least five Business Days prior to the first anticipated filing date of a Registration Statement, the Company shall notify each Investor in writing (which may be by email) of the information the Company requires from each such Investor if such Investor elects to have any of such Investor's Registrable Securities included in such Registration Statement. It shall be a condition precedent to the obligations of the Company to complete any registration pursuant to this Agreement with respect to the Registrable Securities of a particular Investor that such Investor shall furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it as shall be reasonably required to effect and maintain the effectiveness of the registration of such Registrable Securities and shall execute such documents in connection with such registration as the Company may reasonably request.

(b) Each Investor agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any Registration Statement hereunder, unless such Investor has notified the Company in writing (which may be by email) of such Investor's election to exclude all of such Investor's Registrable Securities from such Registration Statement.

(c) Each Investor agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(g) or the first sentence of Section 3(f), such Investor will immediately discontinue disposition of Registrable Securities pursuant to any Registration Statement(s) covering such Registrable Securities until such Investor's receipt of copies of the supplemented or amended prospectus as contemplated by Section 3(g) or the first sentence of Section 3(f) or receipt of notice that no supplement or amendment is required. Notwithstanding anything to the contrary, the Company shall cause its transfer agent to deliver unlegended shares of Common Stock to a transferee of an Investor in connection with any sale of Registrable Securities with respect to which an Investor has entered into a contract for sale prior to the Investor's receipt of a notice from the Company of the happening of any event of the kind described in Section 3(g) or the first sentence of Section 3(f) and for which the Investor has not yet settled.

(d) Each Investor covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it or an exemption therefrom in connection with sales of Registrable Securities pursuant to any Registration Statement.

5. EXPENSES OF REGISTRATION. All reasonable expenses, other than underwriting discounts and commissions, incurred in connection with registrations, filings or qualifications pursuant to Sections 2 and 3, including, without limitation, all registration, listing and qualifications fees, printers and accounting fees, and fees and disbursements of counsel for the Company shall be paid by the Company. In connection with each registration pursuant to Section 2, the Company shall reimburse the Required Holders for the reasonable fees and disbursements of the Legal Counsel, which reimbursement amount shall not exceed $100,000 per registration without the prior approval of the Company.

6. INDEMNIFICATION.

In the event any Registrable Securities are included in a Registration Statement under this Agreement:

(a) To the fullest extent permitted by Law, the Company will, and hereby does, indemnify, hold harmless and defend each Investor, the directors, officers, partners, members, employees, agents, representatives of, and each Person, if any, who controls any Investor within the meaning of the Securities Act or the Exchange Act (each, an "**Indemnified Person**"), against any losses, claims, damages, liabilities, judgments, fines, penalties, charges, costs, reasonable attorneys' fees, amounts paid in settlement or expenses, joint or several (collectively, "**Claims**"), incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or other Governmental Authority, whether pending or threatened, whether or not an indemnified party is or may be a party thereto ("**Indemnified Damages**"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact in a Registration Statement or any post-effective amendment thereto or in any filing made in connection with the qualification of the offering under the securities or other "blue sky" Laws of any jurisdiction in which Registrable Securities are offered, or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus if used prior to the Effective Date of such Registration Statement, or contained in the final prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto with the SEC) or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in light of the circumstances under which the statements therein were made, not misleading, (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any other Law, including, without limitation, any state securities Law, or any rule or regulation thereunder relating to the offer or sale of the Registrable Securities pursuant to a Registration Statement or (iv) any violation of this Agreement (the matters in the foregoing clauses (i) through (iv) being, collectively, "**Violations**"). Subject to Section 6(c), the Company shall reimburse the Indemnified Persons, promptly as such expenses are incurred and are due and payable, for any reasonable legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a): (i) shall not apply to a Claim by an Indemnified Person arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company by such Indemnified Person expressly for use in connection with the preparation of the Registration Statement or any such amendment thereof or supplement thereto, if such prospectus was timely made available by the Company pursuant to Section 3(d); (ii) shall not apply to expenses or damages which arise out of an Indemnified Person's failure to send or give a copy of the final prospectus, as the same may be then supplemented or amended, within the time required by the Securities Act to the Person asserting the existence of an untrue statement or alleged untrue statement or omission or alleged omission at or prior to the written confirmation of the sale of Registrable Securities to such Person if such statement or omission was corrected in such final prospectus or an amendment or supplement thereto; and (iii) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive the transfer of any of the Registrable Securities by any of the Investors pursuant to Section 9.

(b) In connection with any Registration Statement in which an Investor is participating, each such Investor agrees to severally and not jointly indemnify, hold harmless and defend, to the same extent and in the same manner as is set forth in Section 6(a), the Company, each of its directors, each of its officers who signs the Registration Statement and each Person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act (each, an "**Indemnified Party**"), against any Claim or Indemnified Damages to which any of them may become subject, under the Securities Act, the Exchange Act or otherwise, insofar as such Claim or Indemnified Damages arise out of or are based upon any Violation, in each case to the extent, and only to the extent, that such Violation occurs in reliance upon and in conformity with written information furnished to the Company by such Investor expressly for use in connection with such Registration Statement; and, subject to Section 6(c), such Investor shall reimburse the Indemnified Party for any legal or other expenses reasonably incurred by an Indemnified Party in connection with investigating or defending any such Claim; provided, however, that the Investor shall be liable under this Section 6(b) for only that amount of a Claim or Indemnified Damages as does not exceed the net proceeds to such Investor as a result of the sale of Registrable Securities pursuant to such Registration Statement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive the transfer of the Registrable Securities by the Investors pursuant to Section 9.

(c) Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 6 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person or the Indemnified Party, as the case may be; *provided*, *however*, that an Indemnified Person or Indemnified Party shall have the right to retain its own counsel with the fees and expenses of not more than one counsel for all such Indemnified Person or Indemnified Party to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the Indemnified Person or Indemnified Party, as applicable, the representation by such counsel of the Indemnified Person or Indemnified Party and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person or Indemnified Party and any other party represented by such counsel in such proceeding. In the case of an Indemnified Person, legal counsel referred to in the immediately preceding sentence shall be selected by the Investors holding at least a majority in interest of the Registrable Securities included in the Registration Statement to which the Claim relates. The Indemnified Party or Indemnified Person shall reasonably cooperate with the indemnifying party in connection with any negotiation or defense of any such action or Claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such action or Claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person fully apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its prior written consent, provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the prior written consent of the Indemnified Party or Indemnified Person, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party or Indemnified Person of a release from all liability in respect to such Claim or litigation and such settlement shall not include any admission as to fault on the part of the Indemnified Party. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Party or Indemnified Person with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party under this Section 6, except to the extent that the indemnifying party is prejudiced in its ability to defend such action.

(d) The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred.

(e) The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others and (ii) any liabilities the indemnifying party may be subject to pursuant to the Law.

7. CONTRIBUTION.

To the extent any indemnification by an indemnifying party is prohibited or limited by Law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by Law; *provided*, *however*, that: (i) no Person involved in the sale of Registrable Securities which Person is guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) in connection with such sale shall be entitled to contribution from any Person involved in such sale of Registrable Securities who was not guilty of fraudulent misrepresentation; and (ii) contribution by any seller of Registrable Securities shall be limited in amount to the amount of net proceeds received by such seller from the sale of such Registrable Securities pursuant to such Registration Statement.

8. REPORTS UNDER THE EXCHANGE ACT.

With a view to making available to the Investors the benefits of Rule 144 promulgated under the Securities Act or any other similar rule or regulation of the SEC that may at any time permit the Investors to sell securities of the Company to the public without registration ("**Rule 144**"), the Company agrees to:

(a) make and keep adequate current public information available, as those terms are understood and defined in Rule 144;

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act so long as the Company remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144; and

(c) furnish to each Investor so long as such Investor owns Registrable Securities, promptly upon request, (i) a written statement by the Company, if true, that it has complied with the reporting requirements of Rule 144, the Securities Act and the Exchange Act, (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested to permit the Investors to sell such securities pursuant to Rule 144 without registration; *provided*, that any such item which is available on the SEC's EDGAR System (or successor thereto) need not be furnished in physical form.

9. ASSIGNMENT OF REGISTRATION RIGHTS.

The rights and obligations under this Agreement shall be automatically assignable by the Investors to any transferee of all or any portion of such Investor's Registrable Securities if: (i) the Investor agrees in writing with the transferee or assignee to assign such rights and obligations and a copy of such agreement is furnished to the Company within a reasonable time after such assignment; (ii) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of (a) the name and address of such transferee or assignee, (b) the securities with respect to which such registration rights and obligations hereunder are being transferred or assigned and (c) any other information which the Company requests in order to reflect such transferee as a selling stockholder in the Registration Statement; (iii) immediately following such transfer or assignment the further disposition of such securities by the transferee or assignee is restricted under the Securities Act or applicable state securities Laws; and (iv) at or before the time the Company receives the written notice contemplated by clause (ii) of this sentence the transferee or assignee agrees in writing with the Company to be bound by all of the provisions contained herein.

10. AMENDMENT OF REGISTRATION RIGHTS.

Provisions of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and the Required Holders; *provided* that any such amendment or waiver that complies with the foregoing but that disproportionately, materially and adversely affects the rights and obligations of any Investor relative to the comparable rights and obligations of the other Investors shall require the prior written consent of such adversely affected Investor. Any amendment or waiver effected in accordance with this Section 10 shall be binding upon each Investor and the Company. No such amendment shall be effective to the extent that it applies to less than all of the holders of the Registrable Securities. No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of this Agreement unless the same consideration (other than the reimbursement of legal fees) also is offered to all of the parties to this Agreement.

11. MISCELLANEOUS.

(a) Entire Agreement. This Agreement supersedes all other prior oral or written agreements between the Investors, the Company, their affiliates and persons acting on their behalf with respect to the matters discussed herein, and this Agreement and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein and, except as specifically set forth herein, neither the Company nor any Investor makes any representation, warranty, covenant or undertaking with respect to such matters.

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns, including any transferees of Registrable Securities permitted under Section 9. The Company shall not assign this Agreement or any rights or obligations hereunder, including by way of a fundamental change, without the prior written consent of the Required Holders. No purchaser of any of the Common Stock or the Notes from an Investor shall be deemed a successor or assign by reason merely of such purchase; *provided*, *however*, that an Investor may assign some or all of its rights hereunder without the consent of the Company to any permitted assignee, in which event such assignee shall be deemed to be an Investor hereunder with respect to such assigned rights. For the avoidance of doubt, and without limiting the rights of a permitted assignee hereunder, the assignment of this Agreement to a permitted assignee shall not relieve the Company of any obligations to an Investor for any fees, reimbursement of expenses, indemnification or any other payments hereunder.

(c) No Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person, except that each Indemnified Person shall have the right to enforce the obligations of the Company with respect to Section 6.

(d) Notices. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon transmission, when delivered by email or facsimile; or (iii) one Business Day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses, facsimile numbers and e-mail addresses for such communications shall be:

If to the Company:

A.M. Castle & Co.
1420 Kensington Road, Suite 220
Oak Brook, Illinois 60523
Attention: Jeremy T. Steele
E-Mail: jsteele@amcastle.com

With a copy (which shall not constitute notice) to:

Eric Orsic, Esq.
McDermott, Will & Emery
444 West Lake Street, Suite 4000
Chicago, IL 60606-0029
Tel: (312) 984-7617
Fax: (312) 984-7700
Email: eorsic@mwe.com

If to an Investor:

To the individual named on the Investor's signature page
With a copy (which shall not constitute notice) to:
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas New York, NY 10019-6064
Attention: Andrew N. Rosenberg, Lawrence G. Wee, and Jacob A. Adlerstein
E-mail addresses: arosenberg@paulweiss.com lwee@paulweiss.com jadlerstein@paulweiss.com

Any party to this Agreement may change such address for notices by sending to the parties to this Agreement written notice of a new address for such purpose.

(e) Specific Performance. The parties acknowledge that money damages are not an adequate remedy for violations of this Agreement and that any party may, in its sole discretion, apply to a court of competent jurisdiction for specific performance or injunctive or such other relief as such court may deem just and proper in order to enforce this Agreement or prevent any violation hereof and, to the extent permitted by applicable Law, each party waives any objection to the imposition of such relief, this being in addition to any other remedy to which such party is entitled at law or in equity.

(f) Governing Law; Jurisdiction; Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal Laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the Laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by Law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

(g) Headings. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

(h) Extensions; Waivers. Any party may, for itself only, (a) extend the time for the performance of any of the obligations of any other party under this Agreement, (b) waive any inaccuracies in the representations and warranties of any other party contained herein or in any document delivered pursuant hereto and (c) waive compliance with any of the agreements or conditions for the benefit of such party contained herein. Any such extension or waiver will be valid only if set forth in a writing signed by the party to be bound thereby. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising because of any prior or subsequent such occurrence. Neither the failure nor any delay on the part of any party to exercise any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy.

(i) Severability. If any provision of this Agreement is prohibited by Law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Agreement so long as this Agreement as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

(j) Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other parties. Executed copies of the signature pages of this Agreement sent by facsimile or transmitted electronically in Portable Document Format shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.

(k) Rescission and Withdrawal Right. Notwithstanding anything to the contrary contained in (and without limiting any similar provisions of) this Agreement, whenever an Investor exercises a right, election, demand or option under this Agreement and the Company does not timely perform its related obligations within the periods therein provided, then the Investor may rescind or withdraw, in its sole discretion from time to time upon written notice to the Company, any relevant notice, demand or election in whole or in part without prejudice to its future actions and rights.

(l) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

(m) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as any other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(n) Several and Not Joint. Notwithstanding any other provision of this Agreement, the rights, duties, and obligations of each Investor hereunder are several and not joint, and no Investor shall be liable hereunder for the duties or obligations of any other Investor. No Investor makes any representation or warranty hereunder to or for the benefit of any other Investor.

*[Signature Page Follows]*

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

**COMPANY:**

**A.M. CASTLE & CO.**

By: /s/ Jeremy Steele
Name: Jeremy Steele
Title: Secretary

*[Signature Page to Amended and Restated Registration Rights Agreement]*

**EXCHANGING HOLDER:**

**HIGHBRIDGE:**

**HIGHBRIDGE MSF INTERNATIONAL LTD.**

By: Highbridge Capital Management, LLC
as Trading Management

By: /s/ Jason Hempel
Name: Jason Hempel
Title: Managing Director

**HIGHBRIDGE TACTICAL CREDIT MASTER FUND, L.P.**

By: Highbridge Capital Management, LLC
as Trading Management

By: /s/ Jason Hempel
Name: Jason Hempel
Title: Managing Director

**CORRE:**

**CORRE OPPORTUNITIES QUALIFIED MASTER FUND, LP**

By: /s/ Eric Soderlund
Name: Eric Soderlund
Title: Authorized Signatory

**WHITEBOX:**

**WHITEBOX ASYMMETRIC PARTNERS, L.P.**
By: Whitebox Advisors LLC its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

**WHITEBOX CREDIT PARTNERS, L.P.**

By: Whitebox Advisors LLC its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

**WHITEBOX MULTI-STRATEGY PARTNERS, L.P.**

By: Whitebox Advisors LLC its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

**WHITEBOX INSTITUTIONAL PARTNERS, L.P.**

By: Whitebox Advisors LLC its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

**WHITEBOX GT FUND, LP**

By: Whitebox Advisors LLC its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

*[Signature Page to Amended and Restated Registration Rights Agreement]*

**PANDORA SELECT PARTNERS, L.P.**

By: Whitebox Advisors LLC its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

**WHITEBOX CAJA BLANCA, LP**

By: Whitebox Caja Blanca GP LLC its general partner
By: Whitebox Advisors LLC its investment manager

By: /s/ Luke Harris
Name: Luke Harris
Title: General Counsel – Corporate, Transactions & Litigation

**WFF:**

**WOLVERINE FLAGSHIP FUND TRADING LIMITED**

By: /s/ Kenneth L. Nadel
Name: Kenneth L. Nadel
Title: Authorized Signatory

*[Signature Page to Amended and Restated Registration Rights Agreement]*

**SGF-Related Persons:**

**SGF, LLC**

By: /s/ Jonathan B. Mellin
Name: Jonathan B. Mellin
Title: Manager

**WB & CO.**

By: /s/ Jonathan B. Mellin
Name: Jonathan B. Mellin
Title: Manager

By: /s/ Jonathan B. Mellin
Name: Johnathan B. Mellin

By: /s/ Reuben S. Donnelley
Name: Reuben S. Donnelley

**FOUNDATIONS LISTED IN ANNEX D**

By: /s/ Jonathan B. Mellin
Name: Jonathan B. Mellin
Title: President

*[Signature Page to Amended and Restated Registration Rights Agreement]*

**TRUSTS AND ENTITIES LISTED IN ANNEXES E, F and G**
By FOM Corporation

By: /s/ Jonathan B. Mellin
Name: Jonathan B. Mellin
Title: President

**MICHAEL SIMPSON**

By: /s/ Michael Simpson
Name: Michael Simpson

*[Signature Page to Amended and Restated Registration Rights Agreement]*

**Exhibit 10.2**

**INTERCREDITOR AGREEMENT**

INTERCREDITOR AGREEMENT dated as of March 27, 2020 (this "***Intercreditor Agreement***" as hereinafter further defined), among PNC Bank, National Association, in its capacity as administrative and collateral agent for the First Lien Secured Parties (in such capacity, "***First Lien Agent***" as hereinafter further defined), and Wilmington Savings Fund Society, FSB, in its capacities as indenture trustee and collateral agent for the Second Lien Secured Parties (in such capacities, "***Second Lien Agent***" as hereinafter further defined).

**W I T N E S S E T H**:

WHEREAS, Borrowers (as hereinafter defined) and First Lien Guarantors (as hereinafter defined) have entered into a secured revolving credit facility with First Lien Agent and the lenders for whom it is acting as agent as set forth in the First Lien Loan Agreement (as hereinafter defined) pursuant to which such lenders have made and from time to time may make loans and provide other financial accommodations to Borrowers which are guaranteed by First Lien Guarantors and secured by substantially all of the assets of Borrowers and First Lien Guarantors;

WHEREAS, the Company, as issuer, and Second Lien Guarantors have entered into (i) the Indenture (as hereinafter defined) with Second Lien Agent pursuant to which the Company has issued notes that are guaranteed by Second Lien Guarantors and (ii) a Second Lien Security Agreement (as hereinafter defined) pursuant to which the notes and obligations under the Indenture are secured by substantially all of the assets of the Company and Second Lien Guarantors; and

WHEREAS, First Lien Agent, First Lien Secured Parties, and Second Lien Secured Parties desire and the Second Lien Agent is directed by the other Second Lien Secured Parties to enter into this Intercreditor Agreement to (i) confirm the relative priority of the security interests of First Lien Agent and Second Lien Agent in the assets and properties of Borrowers and Guarantors, (ii) provide for the orderly sharing among them, in accordance with such priorities, of proceeds of such assets and properties upon any foreclosure thereon or other disposition thereof and (iii) address related matters.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and obligations herein set forth and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. DEFINITIONS; INTERPRETATION

1.1 Definitions. As used in this Intercreditor Agreement, the following terms have the meanings specified below:

"Agents" shall mean, collectively, First Lien Agent and Second Lien Agent, sometimes being referred to herein individually as an "Agent".

"Asset Sale" shall mean the sale, assignment, transfer, license, lease (as lessor), exchange, or other disposition (including any sale and leaseback transaction) of any property by any person (or the granting of any option or other right to do any of the foregoing).

"Bank Product Agreement" shall mean any agreement for any service or facility extended to any Grantor or any of its subsidiaries by a First Lien Secured Party including: (a) credit cards, (b) debit cards, (c) purchase cards, (d) credit card, debit card and purchase card processing services, (e) treasury, cash management or related services (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system) and the Large Value Transfer System operated by the Canadian Payments Association for the processing of electronic funds), (f) cash management, including controlled disbursement, accounts or services, (g) return items, netting, overdraft and interstate depositary network services, (h) Hedging Agreements, or (i) any other Cash Management Products and Services (as defined in the First Lien Loan Agreement).

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

"Bankruptcy Code" shall mean the United States Bankruptcy Code, being Title 11 of the United States Code, as the same now exists or may from time to time hereafter be amended, modified, recodified or supplemented.

"Bankruptcy Law" shall mean the (a) Bankruptcy Code, (b) the BIA, (c) the CCAA, (d) the Winding-up and Restructuring Act (Canada), and (e) any similar Federal, state, provincial or foreign law for the relief of debtors.

"BIA" shall mean the Bankruptcy and Insolvency Act (Canada), as now and hereafter in effect, and any successor statute.

"Borrowers" shall mean collectively, the "Borrowers" as defined in the First Lien Loan Agreement as in effect on the date hereof, together with any other Person that may be joined thereto as a Borrower in accordance with the terms of the First Lien Loan Agreement; sometimes being referred to herein individually as a "***Borrower***".

"Business Day" shall mean any day other than a Saturday, a Sunday or a day that is a legal holiday under the laws of the State of New York or on which banking institutions in the State of New York or East Brunswick, New Jersey are required or authorized by law or other governmental action to close.

"CCAA" shall mean the Companies' Creditors Arrangement Act (Canada), as now and hereafter in effect, and any successor statute.

"Collateral" shall mean all of the property and interests in property, real or personal, tangible or intangible, now owned or hereafter acquired by any Grantor in or upon which any First Lien Secured Party or Second Lien Secured Party at any time has a Lien, and including, without limitation, all proceeds of such property and interests in property.

"Company" means A. M. Castle & Co., a corporation organized under the laws of the State of Maryland.

"DIP Financing" shall have the meaning set forth in Section 7.2(a) hereof.

"Discharge of First Lien Debt" shall mean (a) the termination of the commitments of the First Lien Lenders and the financing arrangements provided by First Lien Agent and the other First Lien Lenders to Grantors under the First Lien Documents, (b) except to the extent otherwise provided in Sections 7.1 and 7.2 hereof, the payment in full in cash of the First Lien Debt (other than the First Lien Debt described in clause (c) of this definition) and (c) payment in full in cash of cash collateral, or at First Lien Agent's option, the delivery to First Lien Agent of a letter of credit payable to First Lien Agent, in either case as required under the terms of the First Lien Loan Agreement, in respect of (i) letters of credit issued under the First Lien Documents (but in no event more than 105% of the aggregate undrawn face amount thereof), (ii) Bank Product Obligations, (iii) continuing obligations of First Lien Agent and First Lien Lenders under control agreements and (iv) any contingent indemnification obligations of any Grantor pursuant to the indemnification provisions in the First Lien Debt Documents for which any First Lien Secured Parties may be entitled to indemnification related to any claim that has been asserted or threatened (in writing) or any demand for payment that has been made at such time. If after receipt of any payment of, or proceeds of Collateral applied to the payment of, the First Lien Debt, First Lien Agent or any other First Lien Secured Party is required to surrender or return such payment or proceeds to any person pursuant to an order of a court of competent jurisdiction, then the First Lien Debt intended to be satisfied by such payment or proceeds shall be reinstated and continue and this Intercreditor Agreement shall continue in full force and effect as if such payment or proceeds had not been received by such First Lien Agent or other First Lien Secured Party, as the case may be, and no Discharge of First Lien Debt shall be deemed to have occurred.

"Discharge of First Lien Debt Notice" shall have the meaning set forth in Section 10.10(b) hereof.

"Discharge of Second Lien Debt" shall mean (a) the termination of the financing arrangements provided by the Second Lien Holders to Grantors under the Second Lien Documents, and (b) except to the extent otherwise provided in Sections 7.1 and 7.2 hereof, the payment in full in cash of the Second Lien Debt. If, after receipt of any payment of, or proceeds of Collateral applied to the payment of, the Second Lien Debt, Second Lien Agent or any other Second Lien Secured Party is required to surrender or return such payment or proceeds to any person pursuant to an order of a court of competent jurisdiction, then the Second Lien Debt intended to be satisfied by such payment or proceeds shall be reinstated and continue and this Intercreditor Agreement shall continue in full force and effect as if such payment or proceeds had not been received by such Second Lien Agent or other Second Lien Secured Party, as the case may be, and no Discharge of Second Lien Debt shall be deemed to have occurred.

"Distribution" shall mean, with respect to any indebtedness or obligation, (a) any payment or distribution by any Grantor of cash, securities or other property, by set-off or otherwise, on account of such indebtedness or obligation, or (b) any redemption, purchase or other acquisition of such indebtedness or obligation by any Grantor.

"Exigent Circumstance" shall have the meaning set forth in Section 8.5 hereof.

"First Lien Agent" shall mean PNC Bank, National Association, a national banking association, and its successors and assigns in its capacity as administrative and collateral agent pursuant to the First Lien Documents acting for and on behalf of the other First Lien Secured Parties and any successor or replacement agent.

"First Lien Debt" shall mean all "Obligations" as such term is defined in the First Lien Loan Agreement, including, without limitation, obligations, liabilities and indebtedness of every kind, nature and description owing by any Grantor to any First Lien 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 First Lien Documents, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the First Lien Documents or after the commencement of any case with respect to any Grantor 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.

"First Lien Debt Purchase" shall have the meaning set forth in Section 8.2(a) hereof.

"First Lien Documents" shall mean, collectively, the First Lien Loan Agreement and all agreements, documents and instruments at any time executed and/or delivered under any jurisdiction by any Grantor or any other person to, with or in favor of any First Lien Secured Party in connection therewith or related thereto, as all of the foregoing now exist or, subject to any limitations set forth in this 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 First Lien Debt).

"First Lien Event of Default" shall mean any "Event of Default" as defined in the First Lien Loan Agreement.

"First Lien Guarantors" shall mean, collectively, (a) the "Guarantors" as defined in the First Lien Loan Agreement, (b) any other Person that at any time after the date hereof becomes a party to a guarantee in favor of the First Lien Agent or the First Lien Lenders in respect of any of the First Lien Debt, and (c) their respective successors and assigns.

"First Lien Lenders" shall mean, collectively, any person party to the First Lien Documents as a lender (and including any other lender or group of lenders that at any time refinances, replaces or succeeds to all or any portion of the First Lien Debt or is otherwise party to the First Lien Documents as a lender); sometimes being referred to herein individually as a "***First Lien Lender***".

"First Lien Loan Agreement" shall mean the Revolving Credit and Security Agreement, dated as of August 31, 2017, by and among Grantors, First Lien Agent and First Lien Lenders, and as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, subject to Section 10.4 hereof.

"First Lien Secured Parties" shall mean, collectively, (a) First Lien Agent, (b) the First Lien Lenders, (c) the issuing bank or banks of letters of credit or similar instruments under the First Lien Loan Agreement, (d) each other person to whom any of the First Lien Debt (including First Lien Debt constituting Bank Product Obligations) is owed and (e) the successors, replacements and assigns of each of the foregoing; sometimes being referred to herein individually as a "***First Lien Secured Party***".

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time and, as applicable to any Mexican Grantors, the NIFS.

"Grantors" shall mean, collectively, (a) Borrowers, (b) Guarantors, (c) each Subsidiary of Borrowers or Guarantors that is organized or formed under the laws of the United States, any state, territory or commonwealth of the United States or the District of Columbia that shall have created or purported to create a Lien on its assets to secure any First Lien Debt or Second Lien Debt and (d) their respective successors and assigns; sometimes being referred to herein individually as a "***Grantor***".

"Guarantors" shall mean, collectively, the First Lien Guarantors and the Second Lien Guarantors; sometimes being referred to herein individually as a "***Guarantor***".

"Hedging Agreement" shall mean an agreement between any Grantor or any of its subsidiaries and any financial institution that is a rate swap agreement, basis swap, forward rate agreement, commodity swap, interest rate option, forward foreign exchange agreement, spot foreign exchange agreement, rate cap agreement rate, floor agreement, rate collar agreement, currency swap agreement, cross-currency rate swap agreement, currency option, any other similar agreement (including any option to enter into any of the foregoing or a master agreement for any of the foregoing together with all supplements thereto) for the purpose of protecting against fluctuations in or managing exposure with respect to interest or exchange rates, currency valuations or commodity prices.

"Hedging Obligations" shall mean, with respect to any Person, the obligations of such Person under any Hedging Agreements.

"Indenture" shall mean that certain Indenture, dated as of the date hereof, by and among the Company, the Second Lien Guarantors and the Second Lien Agent, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, subject to Section 10.5 hereof.

"Insolvency or Liquidation Proceeding" shall mean (a) any voluntary or involuntary case or proceeding under any Bankruptcy Law with respect to any Grantor, (b) any other voluntary or involuntary insolvency, reorganization or bankruptcy case or proceeding, or any receivership, interim receivership, liquidation, reorganization or other similar case or proceeding with respect to any Grantor or with respect to any of their respective assets, (c) any proceeding seeking the appointment of any trustee, receiver, interim receiver, receiver and manager, liquidator, custodian or other insolvency official with similar powers with respect to such Grantor or any or all of its assets or properties, (d) any proceedings for liquidation, dissolution or other winding up of the business of such Grantor, or (e) any assignment or trust mortgage for the benefit of creditors or any other marshalling of assets and liabilities of any Grantor.

"Intercreditor Agreement" shall mean this Intercreditor Agreement, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, all in accordance with the terms hereof.

"Lien" shall mean any mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, security interest, encumbrance (including, but not limited to, easements, rights of way and the like), lien (statutory or other), charge, security agreement or transfer intended as security, including without limitation, any conditional sale or other title retention agreement, the interest of a lessor under a capital lease or any financing lease having substantially the same economic effect as any of the foregoing.

"Lien Enforcement Action" shall mean (a) any action by any Secured Party to foreclose on or otherwise enforce the Lien of such Person in all or a material portion of the Collateral or exercise any right of repossession, levy, attachment, setoff or liquidation against all or a material portion of the Collateral, (b) any action by any Secured Party to take possession of, sell or otherwise realize (judicially or non-judicially) upon all or a material portion of the Collateral (including, without limitation, by setoff), (c) any action by any Secured Party to facilitate the possession of, sale of or realization upon all or a material portion of the Collateral including the solicitation of bids from third parties to conduct the liquidation of all or any material portion of the Collateral, the engagement or retention of sales brokers, marketing agents, investment bankers, accountants, auctioneers or other third parties for the purpose of valuing, marketing, promoting or selling all or any material portion of the Collateral, (d) the commencement by any Secured Party of any legal proceedings against or with respect to all or a material portion of the Collateral to facilitate the actions described in (a) through (c) above, (e) any action to seek or request relief from or modification of the automatic stay or any other stay in any Insolvency or Liquidation Proceeding in respect of all or a material portion of the Collateral, or any proceeds thereof, or (f) the pursuit of any Asset Sale of all or any material portion of the Collateral by the Grantors after the occurrence and during the continuance of a First Lien Event of Default (and prior to the Discharge of First Lien Debt), which Asset Sale is conducted by such Grantors with the consent of First Lien Agent in connection with good faith efforts by First Lien Agent to collect the First Lien Debt through consummation of such Asset Sale within a commercially reasonable time. For the purposes hereof, (i) neither the notification of account debtors to make payments to First Lien Lenders or First Lien Agent nor the exercise of control with regards to any deposit or security account pursuant to the First Lien Loan Agreement during a Cash Dominion Period (as defined in the First Lien Loan Agreement) shall constitute a Lien Enforcement Action unless such action is coupled with an action to take possession of all or a material portion of the Collateral or the commencement of any legal proceedings or actions against or with respect to Grantors or all or a material portion of the Collateral, and (ii) a material portion of the Collateral shall mean Collateral having a value in excess of $5,000,000.

"Net Proceeds" means the aggregate cash proceeds received by the Company or any of the Grantors in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result of the Asset Sale, taxes paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements, and amounts required to be applied to the repayment of indebtedness, other than indebtedness under the First Lien Documents, secured by a Lien on the asset or assets that were the subject of such Asset Sale and any reserve for adjustment in respect of the sale price of such asset or assets established in accordance with GAAP.

"NIFS" shall mean the financial accounting standards (*Normas de Información Financiera*) issued by the Mexican Board of Financial Accounting Standards (*Consejo Mexicano de Normas de Información Financiera, A.C.*).

"Permitted Discretion" shall mean a determination made by the relevant Agent in the exercise of commercially reasonable (from the perspective of an asset-based secured lender) business judgment.

"Permitted Second Lien Action" shall mean, with respect to the Second Lien Debt and Second Lien Documents, any of the following by Second Lien Agent:

(a) initiating, commencing or filing a petition for, or joining with any Person in initiating, commencing or filing a petition for, any Insolvency or Liquidation Proceeding;

(b) filing a claim, proof of claim or statement of interest with respect to any Second Lien Debt in connection with any Insolvency or Liquidation Proceeding;

(c) taking any action (not adverse to the priority status of the Liens securing the First Lien Debt, or the rights of First Lien Agent to exercise remedies in respect thereof) in order to create, perfect, preserve or protect (but not enforce) the Liens securing any Second Lien Debt;

(d) filing any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any Person objecting to or otherwise seeking the disallowance of the claims for any of the Second Lien Debt, including any claims secured by the Collateral, if any, in each case to the extent not inconsistent with the terms of this Intercreditor Agreement;

(e) filing any pleadings, objections, motions or agreements which assert rights or interests available to unsecured creditors arising under any Insolvency or Liquidation Proceeding or under any applicable non-Bankruptcy Law, in each case not inconsistent with the terms of this Intercreditor Agreement;

(f) taking any action to the extent necessary to prevent the running of any applicable statute of limitation or similar restriction on claims, or to assert a compulsory cross-claim or counterclaim against any Grantor, subject to Sections 5.1 and 5.2;

(g) taking any action to seek and obtain specific performance or injunctive relief to compel a Grantor to comply with (or not violate or breach) an obligation under any of the Second Lien Documents, in each case not inconsistent with the terms of this Intercreditor Agreement and so long as any such exercise is not accompanied by a claim for monetary damages;

(h) voting on any proposal, plan of arrangement, compromise or reorganization, filing any proof of claim, making other filings and making any arguments and motions that are, in each case, not inconsistent with the terms of this Intercreditor Agreement, with respect to any Second Lien Debt;

(i) making a cash bid on all or any portion of the Collateral up to the amount of First Lien Debt then outstanding (and providing for the Discharge of First Lien Debt) and making a cash or credit bid for the remainder of the Second Lien Debt in any foreclosure proceeding or action, to the extent permitted by applicable law; or

(j) inspecting or appraising the Collateral or requesting information or reports concerning the Collateral pursuant to any of the Second Lien Documents.

"Permitted Second Lien Payments" shall mean (a) Second Lien Interest Payments; *provided that* no Second Lien Interest Payments may be made in cash (but, for the avoidance of doubt, may be paid in kind by capitalizing such interest payment) at any time (i) that cash interest payments are due and payable to the holders of the Company's outstanding 5.00% / 7.00% Convertible Senior Secured Paid-in-Kind Toggle Notes due 2022 and such cash interest payments have not been made or satisfied in full; (ii) during a Cash Dominion Period (as defined in the First Lien Loan Agreement); or (iii) that the Second Lien Interest Payment Conditions are not met; (b) Second Lien Other Payments, so long as before and after giving effect to such Second Lien Other Payment, the "Payment Conditions" (as defined in the First Lien Loan Agreement, as in effect on the date hereof) are satisfied, as evidenced by (1) a compliance certificate (in substantially the form attached as Exhibit A hereto), delivered to both the First Lien Agent and the Second Lien Agent three Business Days prior to the making of any such payment, and including detailed calculations with respect to the conditions set forth in clause (b) of the definition of "Payment Conditions" in the First Lien Loan Agreement and (2) a compliance certificate (in substantially the form attached as Exhibit A hereto), delivered to First Lien Agent on the date such payment is made, including detailed calculations with respect to the conditions set forth in clause (b) of the definition of "Payment Conditions" in the First Lien Loan Agreement; and (c) any Second Lien Agent Payments.

"Person" or "person" shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture, or other entity or any government or any agency or instrumentality or political subdivision thereof.

"Pledged Collateral" shall have the meaning set forth in Section 6.1 hereof.

"PPSA" shall mean the Personal Property Security Act of any province to which relevant Collateral is subject, and any other applicable federal or provincial statute (including the Civil Code of Quebec) pertaining to the granting, perfecting, priority or ranking of Liens or personal property, and any successor statutes, together with any regulations thereunder, in each case as in effect from time to time.

"Recovery" shall have the meaning set forth in Section 7.8 hereof.

"Reorganization Subordinated Securities" shall mean any debt or equity securities of any Grantor or any other Person that are distributed to any Second Lien Secured Party in respect of the Second Lien Debt pursuant to a confirmed plan of reorganization or adjustment that is effective after the date hereof and that (a) (i) in the case of debt securities, are subordinated in right of payment to the First Lien Debt (or any debt securities issued in substitution of all or any portion of the First Lien Debt) to at least the same extent as the Second Lien Debt is subordinated to the First Lien Debt and (ii) in the case of equity securities, are subordinated in right of payment to any equity securities issued in substitution of all or any portion of the First Lien Debt to at least the same extent as the Second Lien Debt, (b) do not have the benefit of any obligation of any Person (whether as issuer, guarantor or otherwise) unless the First Lien Debt has at least the same benefit of the obligation of such Person, (c) do not have any terms, and are not subject to or entitled to the benefit of any agreement or instrument that has terms, that are more burdensome to the issuer of or other obligor on such debt or equity securities than are the terms of the First Lien Debt, and (d) if secured by Liens on any assets of any Grantor, such Liens are subordinated to the Liens of First Lien Agent to at least the same extent as the Liens of Second Lien Agent on the Collateral are subordinated to the Liens of First Lien Agent on the Collateral.

"Retained First Lien Obligations" shall have the meaning set forth in Section 8.2(a) hereof.

"Second Lien Agent" shall mean Wilmington Savings Fund Society, FSB, in its capacity as indenture trustee and collateral agent under the Second Lien Documents, and also includes any successor, replacement or agent acting on its behalf as Second Lien Agent for the Second Lien Secured Parties under the Second Lien Documents.

"Second Lien Agent Payments" shall mean (i) except during the occurrence and continuance of a Second Lien Agent Payment Trigger Event, any payments of the fees, costs, expenses, and other amounts payable to the Second Lien Agent (for its own account) under the terms of the Second Lien Documents as in effect on the date hereof; and (ii) during the occurrence and continuance of a Second Lien Agent Payment Trigger Event, payments of the fees, costs, expenses, and other amounts payable to the Second Lien Agent (for its own account) under the terms of the Second Lien Documents as in effect on the date hereof, not to exceed $350,000 for the first year following such Second Lien Agent Payment Trigger Event and $250,000 for each year thereafter; *provided, that* if the actual amount of such fees, costs, expenses, and other amounts is less than the applicable cap for any given year, such unused amounts may be carried forward and used in subsequent years.

"Second Lien Agent Payment Trigger Event" shall mean, with respect to a Second Lien Agent Payment, (i) a First Lien Event of Default has occurred and is continuing, (ii) after giving effect to such Second Lien Agent Payment, Grantors have Liquidity (as defined in the First Lien Loan Agreement) of less than $20,000,000 as of the date of such Second Lien Agent Payment, and (iii) the Second Lien Agent has received written notice from the First Lien Agent that a Second Lien Agent Payment Trigger Event has occurred, which notice has not been withdrawn.

"Second Lien Debt" shall mean all "Obligations" as such term is defined in the Indenture, including, without limitation, obligations, liabilities and indebtedness of every kind, nature and description owing by any Grantor to any Second Lien 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 Second Lien Documents, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Second Lien Documents or after the commencement of any case with respect to any Grantor 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.

"Second Lien Default Notice" shall mean a written notice delivered to Grantors and First Lien Agent by Second Lien Agent, which notice describes the applicable Second Lien Event of Default and states that it constitutes a "Second Lien Default Notice" for purposes of this Intercreditor Agreement.

"Second Lien Documents" shall mean, collectively, the Indenture, the Second Lien Security Agreement and all agreements, documents and instruments at any time executed and/or delivered by any Grantor or any other person to, with or in favor of any Second Lien Secured Party in connection therewith or related thereto, as all of the foregoing now exist or, subject to any restrictions set forth in this 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 noteholder, lender or group of noteholders or lenders that at any time refinances, replaces or succeeds to all or any portion of the Second Lien Debt).

"Second Lien Event of Default" shall mean any "Event of Default" under the Indenture; provided that to the extent that any cash payment on account of the Second Lien Debt is not permitted to be made hereunder, the Company's failure to make any such payment in cash shall not result in a default or event of default under the Indenture or any other Second Lien Document.

"Second Lien Guarantors" shall mean, collectively, (a) the "Guarantors", as such term is defined in the Indenture, (b) any other person that at any time after the date hereof becomes a party to a guarantee in favor of Second Lien Agent or the Second Lien Holders in respect of any of the Second Lien Debt and (c) their respective successors and assigns.

"Second Lien Holders" shall mean, collectively, the "Holders", as defined in the Indenture (and including any other noteholder, lender or group of noteholders or lenders that at any time refinances, replaces or succeeds to all or any portion of the Second Lien Debt); sometimes being referred to herein individually as a "***Second Lien Holder***".

"Second Lien Interest Payments" shall mean regularly scheduled, non-default, quarterly interest payments paid when due and payable under the terms of the Second Lien Documents, as in effect on the date hereof.

"Second Lien Interest Payment Conditions" means (i) no First Lien Event of Default has occurred and is continuing or would be caused as a result of making any such Second Lien Interest Payment, (ii) calculated on a pro forma basis after giving effect to any such payment as a Debt Payment (as defined in the First Lien Loan Agreement), the Grantors shall have a Fixed Charge Coverage Ratio (as defined in the First Lien Loan Agreement) of at least 1.10 to 1.00 for the twelve (12) month period most recently ended, and (iii) after giving effect to any such payment, Grantors shall have (x) Liquidity (as defined in the First Lien Loan Agreement) of not less than $20,000,000 as of the date of such payment and (y) average Liquidity of not less than $20,000,000 for the 10 consecutive calendar day period prior to delivery of the compliance certificate in accordance with clause (1) of this definition, and the 10 consecutive calendar day period prior to making such payment; in each case with respect to clauses (i)-(iii) above, (1) as evidenced by a compliance certificate (in substantially the form attached as Exhibit A hereto), delivered to both the First Lien Agent and the Second Lien Agent three Business Days prior to the making of any such payment, and including detailed calculations with respect to the conditions set forth in clauses (ii) and (iii) above, and (2) as further evidenced by a compliance certificate (in substantially the form attached as Exhibit A hereto), delivered to First Lien Agent on the date such payment is made, and including detailed calculations with respect to the conditions set forth in clauses (ii) and (iii) above.

"Second Lien Other Payments" shall mean any payment on account of the Second Lien Debt other than Second Lien Interest Payments and Second Lien Agent Payments.

"Second Lien Payment Default" shall mean any "Event of Default" as defined in the Second Lien Documents resulting from the failure of the Company or the Second Lien Guarantors to pay, when due, any principal, premium, if any, interest, fees or other monetary obligations under the Second Lien Documents.

"Second Lien Secured Parties" shall mean, collectively, (a) Second Lien Agent, (b) the Second Lien Holders, (c) each other person to whom any of the Second Lien Debt is owed and (d) the successors, replacements and assigns of each of the foregoing; sometimes being referred to herein individually as a "***Second Lien Secured Party***".

"Second Lien Security Agreement" shall mean the Pledge and Security Agreement, dated as of the date hereof, by and among Grantors and Second Lien Agent, as collateral agent, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

"Secured Parties" shall mean, collectively, the First Lien Secured Parties and the Second Lien Secured Parties; sometimes being referred to herein individually as a "***Secured Party***".

"Standstill Period" shall have the meaning set forth in Section 4.1(a) hereof.

"Subsidiary" shall mean any "Subsidiary" of any Grantor as defined in the First Lien Loan Agreement.

"Transferring Lenders" shall have the meaning set forth in Section 8.2(b) hereof.

"Triggering Event" shall mean any of the following: (a) an acceleration of the maturity of all or any material portion of the First Lien Debt, (b) the exercise of any Lien Enforcement Action by the First Lien Secured Parties in respect of a material portion of Collateral, (c) if a First Lien Event of Default exists and is continuing, First Lien Lenders elect not to make any additional loans or advances or issue or cause to be issued letters of credit under the First Lien Documents at a time when there is Excess Availability (as defined in the First Lien Documents) to make such loans or advances or issue or cause to be issued letters of credit under the First Lien Documents for a period of more than five (5) consecutive Business Days, (d) the occurrence of a Second Lien Payment Default that remains uncured or unwaived for a period of thirty (30) days after the receipt by the First Lien Agent of a written notice from Second Lien Agent stating that there has been a Second Lien Payment Default, or (e) the commencement of an Insolvency or Liquidation Proceeding by or against any Grantor.

"Uniform Commercial Code" or "UCC" shall mean the Uniform Commercial Code as from time to time in effect in the State of New York.

1.2 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified, (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, and as to any Borrower, any Guarantor or any other Grantor shall be deemed to include a receiver, trustee or debtor-in-possession on behalf of any of such person or on behalf of any such successor or assign, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Intercreditor Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections shall be construed to refer to Sections of this Intercreditor Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

Section 2. LIEN PRIORITIES

2.1 Acknowledgment of Liens.

(a) First Lien Agent, on behalf of itself and each First Lien Secured Party, hereby acknowledges that Second Lien Agent, acting for and on behalf of the Second Lien Secured Parties, has been granted Liens upon all of the Collateral pursuant to the Second Lien Documents to secure the Second Lien Debt.

(b) Second Lien Agent, on behalf of itself and each Second Lien Secured Party, hereby acknowledges that First Lien Agent, acting for and on behalf of the First Lien Secured Parties, has been granted Liens upon all of the Collateral pursuant to the First Lien Documents to secure the First Lien Debt.

2.2 Relative Priorities. Notwithstanding the date, manner or order of grant, attachment or perfection of any Liens granted to First Lien Agent or the First Lien Secured Parties or Second Lien Agent or any Second Lien Secured Party and notwithstanding any provision of the UCC, or any applicable law or any provisions of the First Lien Documents or the Second Lien Documents or any other circumstance whatsoever:

(a) Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties for whom it is acting as agent, hereby agrees that: (A) any Lien on the Collateral securing the First Lien Debt now or hereafter held by or for the benefit or on behalf of any First Lien Secured Party or any agent or trustee therefor shall be senior in right, priority, operation, effect and in all other respects to any Lien on the Collateral securing the Second Lien Debt now or hereafter held by or for the benefit or on behalf of any Second Lien Secured Party or any agent or trustee therefor; and (B) any Lien on the Collateral securing any of the Second Lien Debt now or hereafter held by or for the benefit or on behalf of any Second Lien Secured Party or any agent or trustee therefor regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on the Collateral securing any First Lien Debt.

(b) All Liens on the Collateral securing any First Lien Debt shall be and remain senior in all respects and prior to all Liens on the Collateral securing any Second Lien Debt for all purposes, whether or not such Liens securing any First Lien Debt are subordinated to any Lien securing any other obligation of any Grantor or any other Person.

2.3 Prohibition on Contesting Liens or Claims. Each of First Lien Agent, for itself and on behalf of the other First Lien Secured Parties, and Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, agrees that it shall not (and hereby waives any right to) contest or support any other Person in contesting, in any proceeding (including any Insolvency or Liquidation Proceeding), (a) the perfection, priority, validity or enforceability of a Lien held by or for the benefit or on behalf of any First Lien Secured Party in any Collateral or by or on behalf of any Second Lien Secured Party in any Collateral, as the case may be or (b) the extent, validity, allowability or enforceability of any First Lien Debt or Second Lien Debt, as applicable, secured or purported to be secured thereby; provided, that, nothing in this Intercreditor Agreement shall be construed to prevent or impair the rights of any First Lien Secured Party or Second Lien Secured Party to enforce this Intercreditor Agreement.

2.4 No New Liens. So long as the Discharge of First Lien Debt has not occurred, the parties hereto agree that, after the date hereof, if any Second Lien Secured Party shall hold any Lien on any assets of any Grantor securing any Second Lien Debt that are not also subject to the first priority Lien of First Lien Agent under the First Lien Documents (unless as a result of the written waiver by First Lien Agent of such Lien), upon demand by First Lien Agent or such Grantor, at First Lien Agent's option, either such Second Lien Secured Party shall release such Lien or such Grantor shall grant a Lien thereon to First Lien Agent in a manner and on terms satisfactory to First Lien Agent. To the extent that the provisions of this Section 2.4 are not complied with for any reason, without limiting any other right or remedy available to First Lien Agent or any other First Lien Secured Party, Second Lien Agent agrees, for itself and on behalf of the other Second Lien Secured Parties, that any amount received by or distributed to any Second Lien Secured Party pursuant to or as a result of any Lien granted in contravention of this Section shall be subject to Section 5 hereof.

2.5 Similar Liens and Agreements; Legend.

(a) The parties hereto agree, subject to the other provisions of this Intercreditor Agreement, upon request by First Lien Agent or Second Lien Agent, as the case may be, to advise the other from time to time of the Collateral for which such party has taken steps to perfect its Liens and to identify the parties obligated under the First Lien Documents or the Second Lien Documents, as the case may be.

(b) Grantors hereby agree, and Second Lien Agent, for itself and on behalf of the Second Lien Secured Parties, hereby agrees and confirms, that any and all Second Lien Documents shall at all times include the following language (or language to similar effect approved by First Lien Agent):

> "Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this [**note/security agreement/note document**], the exercise of any right or remedy with respect thereto, and certain of the rights of the holder hereof are subject to the provisions of the Intercreditor Agreement dated as of March 27, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between PNC Bank, National Association, as First Lien Agent, and Wilmington Savings Fund Society, FSB, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this [**note/security agreement/note document**], the terms of the Intercreditor Agreement shall govern and control."

Section 3. PAYMENT RESTRICTIONS

3.1 Payment Restrictions Regarding Second Lien Debt. Second Lien Agent, on behalf of itself and the other Second Lien Secured Parties, agrees that, prior to the Discharge of First Lien Debt, Second Lien Agent and the other Second Lien Secured Parties shall not have any right to receive payment on account of the Second Lien Debt other than Permitted Second Lien Payments as and when due. Except as set forth in the immediately preceding sentence, and notwithstanding the terms of the Second Lien Documents, Second Lien Agent, on behalf of itself and the other Second Lien Secured Parties, hereby agrees that it will not accept any Distribution (other than Reorganization Subordinated Securities) with respect to the Second Lien Debt until the Discharge of First Lien Obligations. Each Grantor may resume making Permitted Second Lien Payments pursuant to clauses (a) and (b) of the definition of Permitted Second Lien Payments and clause (i) of the definition of Second Lien Agent Payments (and may make any such Permitted Second Lien Payments missed due to the application of this Section 3.1 hereof) at any time that such payments are not prohibited by the provisos within clauses (a) and (b) of the definition of Permitted Second Lien Payments or the exception within clause (ii) of the definition of Second Lien Agent Payments, as applicable. For the avoidance of doubt, nothing herein shall limit or impair (x) the ability of the Second Lien Secured Parties to convert the Second Lien Debt into equity interests of the Borrower in accordance with the Second Lien Documents, and in connection with such conversion, to receive payments in cash solely with respect to fractional equity interests that cannot otherwise be converted into equity interests of the Borrower in accordance with the Second Lien Documents; provided, however, that in the event that any such cash payment(s) on account of fractional equity interests would cause the aggregate amount of such cash payments in any fiscal year to exceed $1,000,000, Grantors shall provide First Lien Agent and Second Lien Agent with written notice prior to the making of any such payment(s) and such payment(s) shall be subject to satisfaction of the conditions set forth in clause (b) of the definition of "Permitted Second Lien Payments" with respect to Second Lien Other Payments; or (y) the right of any Second Lien Holder to trade, sell or otherwise dispose of any Second Lien Debt to any Person (other than a Grantor or any Subsidiary (as defined in the Indenture) of any Grantor) (such transaction a "Second Lien Trade"), and to accept and retain any cash or other consideration (other than from a Grantor or any Subsidiary (as defined in the Indenture) of any Grantor) in connection with any such Second Lien Trade.

Section 4. ENFORCEMENT

4.1 Exercise of Rights and Remedies. Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties:

(a) will not, so long as the Discharge of First Lien Debt has not occurred, enforce or exercise, or seek to enforce or exercise, any rights or remedies (including any right of setoff or notification of account debtors) with respect to any Collateral (including the enforcement of any right under any lockbox agreement, account control agreement, landlord waiver or bailee's letter or any similar agreement or arrangement to which Second Lien Agent or any other Second Lien Secured Party is a party) or commence or join with any Person (other than First Lien Agent) in commencing, or filing a petition for, any action or proceeding with respect to such rights or remedies (including any such enforcement or exercise in any foreclosure action or proceeding or any Insolvency or Liquidation Proceeding); provided, that, subject at all times to the provisions of Section 5 of this Intercreditor Agreement, the Second Lien Agent may enforce or exercise any or all such rights and remedies, or commence or petition for any such action or proceeding, after a period ending two hundred and ten (210) days after the receipt by First Lien Agent of a Second Lien Default Notice from the Second Lien Agent (the "Standstill Period"); provided, that, as of the expiration of the Standstill Period, the applicable Second Lien Event of Default that was the subject of the Second Lien Default Notice received by the First Lien Agent which commenced the applicable Standstill Period remains uncured, unremedied or unwaived as of the expiration of the Standstill Period; provided, further, however, that, notwithstanding the expiration of the Standstill Period or anything herein to the contrary, in no event shall any Second Lien Agent or any other Second Lien Secured Party enforce or exercise any rights or remedies with respect to any Collateral, or commence or petition for any such action or proceeding (including taking such enforcement or exercise in any foreclosure action or proceeding or any Insolvency or Liquidation Proceeding), if the First Lien Agent or any other First Lien Secured Party shall have commenced, prior to the expiration of the Standstill Period, a Lien Enforcement Action and shall be pursuing the same in good faith (including, without limitation, any of the following, if undertaken and pursued to consummate the sale of such Collateral within a commercially reasonable time: solicitation of bids from third parties to conduct the liquidation of all or any material portion of the Collateral, the engagement or retention of sales brokers, marketing agents, investment bankers, accountants, auctioneers or other third parties for the purpose of valuing, marketing, promoting or selling all or any material portion of the Collateral, the notification of account debtors to make payments to Frist Lien Agent or its agents, the initiation of any action to take possession of all or any material portion of the Collateral or the commencement of any legal proceedings or actions against or with respect to all or any material portion of the Collateral);

(b) will not contest, protest or object to any Lien Enforcement Action brought by First Lien Agent or any other First Lien Secured Party, or any other enforcement or exercise by any First Lien Secured Party of any rights or remedies relating to the Collateral under the First Lien Documents or otherwise, so long as the Liens of Second Lien Agent attach to the proceeds thereof subject to the relative priorities set forth in Section 2.2 and such actions or proceedings are being pursued in good faith;

(c) will not object to the forbearance by First Lien Agent or the other First Lien Secured Parties from commencing or pursuing any Lien Enforcement Action or any other enforcement or exercise of any rights or remedies with respect to any of the Collateral;

(d) will not, so long as the Discharge of First Lien Debt has not occurred and except for actions permitted under Section 4.1(a) above, take or receive any Collateral, or any proceeds thereof or payment with respect thereto, in connection with the exercise of any right or remedy (including any right of setoff) with respect to any Collateral or in connection with any insurance policy award or any condemnation award (or deed in lieu of condemnation), and any such payment or proceeds received in violation of the foregoing shall be applied in accordance with Section 5.1;

(e) will not take any action that would, or could reasonably be expected to, hinder, in any manner, any exercise of remedies under the First Lien Documents, including any sale or other disposition of any Collateral, whether by foreclosure or otherwise and acknowledges and agrees that no covenant, agreement or restriction contained in any Second Lien Document shall be deemed to restrict in any way the rights and remedies of First Lien Agent or the other First Lien Secured Parties with respect to the Collateral as set forth in this Intercreditor Agreement and the First Lien Documents;

(f) will not object to the manner in which First Lien Agent or any other First Lien Secured Party may seek to enforce or collect the First Lien Debt or the Liens of such First Lien Secured Party, regardless of whether any action or failure to act by or on behalf of First Lien Agent or any other First Lien Secured Party is, or could be, adverse to the interests of the Second Lien Secured Parties, and will not assert, and hereby waive, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or claim the benefit of any marshalling, appraisal, valuation or other similar right that may be available under applicable law with respect to the Collateral or any other rights a junior secured creditor may have under applicable law with respect to the matters described in this clause (f); provided, that, at all times First Lien Agent is acting in good faith; and

(g) will not attempt, directly or indirectly, whether by judicial proceeding or otherwise, to challenge or question the validity or enforceability of any First Lien Debt or any Lien of First Lien Agent or this Intercreditor Agreement, or the validity or enforceability of the priorities, rights or obligations established by this Intercreditor Agreement.

Notwithstanding anything to the contrary set forth in this Section 3.1 or elsewhere in this Intercreditor Agreement, the Second Lien Secured Parties shall at all times be permitted to take any Permitted Second Lien Action against any Grantor.

4.2 Rights As Unsecured Creditors. To the extent not inconsistent with, or otherwise prohibited by, the terms of this Intercreditor Agreement, Second Lien Agent and the other Second Lien Secured Parties may exercise rights and remedies as an unsecured creditor against any Grantor in accordance with the terms of the Second Lien Documents and applicable law. For purposes hereof, the rights of an unsecured creditor do not include a creditor that holds a judgment Lien.

4.3 Release of Junior Liens.

(a) If in connection with any sale, lease, license, exchange, transfer or other disposition of any Collateral permitted under the terms of the First Lien Documents (whether or not an event of default or equivalent event thereunder, and as defined therein, has occurred and is continuing) or consented to or approved by First Lien Agent or in connection with the exercise of First Lien Agent's remedies in respect of the Collateral provided for in Section 4.1 (provided, that, after giving effect to the release, the Net Proceeds of any such sale, lease, license, exchange, transfer or other disposition are applied in accordance with Section 5.1(a)), First Lien Agent, for itself or on behalf of any of the other First Lien Secured Parties, releases any of its Liens on any part of the Collateral, then effective upon the consummation of such sale, lease, license, exchange, transfer or other disposition:

(i) the Liens, if any, of Second Lien Collateral Agent, for itself or for the benefit of the Second Lien Secured Parties, on such Collateral shall be automatically, unconditionally and simultaneously released to the same extent as the release of First Lien Agent's Lien,

(ii) Second Lien Agent, for itself or on behalf of the other Second Lien Secured Parties, shall promptly upon the request of First Lien Agent execute and deliver such release documents and confirmations of the authorization to file UCC amendments and terminations or PPSA discharges or financing change statements provided for herein, as applicable, in each case as First Lien Agent may require in its Permitted Discretion in connection with such sale or other disposition by First Lien Agent, First Lien Agent's agents or any Grantor with the consent of First Lien Agent to evidence and effectuate such termination and release; provided, that, any such release, UCC amendment or termination or PPSA discharges or financing change statements by Second Lien Agent shall not extend to or otherwise affect any of the rights, if any, of Second Lien Agent to the proceeds from any such sale or other disposition of Collateral, subject to the priorities set forth herein,

(iii) Second Lien Agent, for itself or on behalf of the other Second Lien Secured Parties, shall be deemed to have authorized First Lien Agent to file UCC amendments and terminations covering the Collateral so sold or otherwise disposed of as to UCC financing statements between any Grantor and Second Lien Agent or any other Second Lien Secured Party (in the case of Collateral subject to the UCC) to evidence such release and termination, and

(iv) Second Lien Agent, for itself or on behalf of the other Second Lien Secured Parties, shall be deemed to have consented under the applicable Second Lien Documents to such sale, lease, license, exchange, transfer or other disposition to the same extent as the consent of First Lien Agent and the other First Lien Secured Parties.

(b) Until the Discharge of First Lien Debt has occurred, Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, hereby irrevocably constitutes and appoints First Lien Agent and any officer or agent of First Lien Agent, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Second Lien Agent or such holder or in First Lien Agent's own name, from time to time in First Lien Agent's discretion, for the limited purpose of carrying out the terms of this Section 4.3, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Section 4.3, including any termination statements, endorsements or other instruments of transfer or release. The power of attorney granted herein is a power coupled with an interest, shall survive the legal incapacity of Second Lien Agent and extends to the successors of Second Lien Agent. Nothing contained in this Intercreditor Agreement shall be construed to modify the obligation of First Lien Agent to act in a commercially reasonable manner in the exercise of its rights to sell, lease, license, exchange, transfer or otherwise dispose of any Collateral.

4.4 Insurance and Condemnation Awards. So long as the Discharge of First Lien Debt has not occurred, First Lien Agent and the other First Lien Secured Parties shall have the sole and exclusive right, subject to the rights of Grantors under the First Lien Documents, to settle and adjust claims in respect of Collateral under policies of insurance and to approve any award granted in any condemnation or similar proceeding, or any deed in lieu of condemnation in respect of the Collateral. So long as the Discharge of First Lien Debt has not occurred, all proceeds of any such policy and any such award, or any payments with respect to a deed in lieu of condemnation, shall be applied in accordance with Section 5.1(a). Until the Discharge of First Lien Debt, if Second Lien Agent or any other Second Lien Secured Party shall, at any time, receive any proceeds of any such insurance policy or any such award or payment, it shall pay such proceeds over to First Lien Agent in accordance with the terms of Section 5.2.

Section 5. PAYMENTS

5.1 Application of Proceeds.

(a) So long as the Discharge of First Lien Debt has not occurred, the Collateral or proceeds thereof received in connection with the sale or other disposition of, or collection on, such Collateral upon the exercise of remedies (including without limitation in connection with an Insolvency or Liquidation Proceeding), shall be applied in the following order of priority:

(i) first, to the First Lien Debt and for cash collateral as required under the First Lien Documents, and in such order as specified in the relevant First Lien Documents until the Discharge of First Lien Debt has occurred;

(ii) second, to the Second Lien Debt in such order as specified in the relevant Second Lien Documents until the Discharge of Second Lien Debt has occurred; and

(iii) third, to the applicable Grantor or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

(b) After the Discharge of the First Lien Debt, so long as the Discharge of the Second Lien Debt has not occurred, the Collateral or any proceeds thereof shall be applied, to the extent required under the Second Lien Documents, to the Second Lien Debt in accordance with the Second Lien Documents.

(c) The foregoing provisions of this Intercreditor Agreement are intended solely to govern the respective Lien priorities as among Second Lien Agent, and First Lien Agent and shall not impose on First Lien Agent or any other First Lien Secured Party any obligations in respect of the disposition of proceeds of foreclosure on any Collateral which would conflict with prior perfected claims therein in favor of any other person or any order or decree of any court or other governmental authority or any applicable law.

5.2 Payments Over.

(a) So long as the Discharge of First Lien Debt has not occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against any Grantor, Second Lien Agent agrees, for itself and on behalf of the other Second Lien Secured Parties, that any Collateral or proceeds thereof or payment with respect thereto received by Second Lien Agent or any other Second Lien Secured Party (including any right of set-off) with respect to the Collateral, and including in connection with any insurance policy claim or any condemnation award (or deed in lieu of condemnation), shall be segregated and held in trust and promptly transferred or paid over to First Lien Agent for the benefit of the First Lien Secured Parties in the same form as received, with any necessary endorsements or assignments or as a court of competent jurisdiction may otherwise direct. First Lien Agent is hereby authorized to make any such endorsements or assignments as agent for Second Lien Agent. This authorization is coupled with an interest and is irrevocable. The Second Lien Agent shall have no obligation to segregate, hold in trust, and transfer or pay over any proceeds of Collateral or payments if, with respect to any applicable payment, (i) other than with respect to Second Lien Agent Payments, the Second Lien Agent shall have received the compliance certificate(s) required to be delivered to Second Lien Agent pursuant to clause (b) of the definition of "Permitted Second Lien Payments" or pursuant to the definition of "Second Lien Interest Payment Conditions", as applicable, and such compliance certificate(s) certify as to the satisfaction of the conditions set forth in such definitions, and (ii) the Second Lien Agent did not otherwise have actual knowledge of the applicable payment being in contravention of this Agreement and had paid out, applied or retained the applicable payment amount in accordance with the Second Lien Documents prior to acquiring such knowledge.

(b) So long as the Discharge of First Lien Debt has occurred and the Discharge of Second Lien Debt has not occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against any Grantor, any Collateral or proceeds thereof or any payment with respect thereto, including in connection with any insurance policy claim or any condemnation award (or deed in lieu of condemnation) shall be applied, to the extent required under the Second Lien Documents, to the Second Lien Debt in accordance with the Second Lien Documents.

Section 6. BAILEE FOR PERFECTION

6.1 Each Agent as Bailee.

(a) Each Agent agrees to hold any Collateral that can be perfected by the possession or control of such Collateral or of any account in which such Collateral is held, and if such Collateral or any such account is in fact in the possession or under the control of such Agent, or of agents or bailees of such Agent (such Collateral being referred to herein as the "***Pledged Collateral***") as gratuitous bailee and sub-collateral agent for and on behalf of the other Agent solely for the purpose of perfecting the Lien granted to the other Agent in such Pledged Collateral (including, but not limited to, any securities or any deposit accounts or securities accounts, if any) pursuant to the First Lien Documents or Second Lien Documents, as applicable, subject to the terms and conditions of this Section 6.

(b) Until the Discharge of First Lien Debt has occurred, First Lien Agent shall be entitled to deal with the Pledged Collateral in accordance with the terms of the First Lien Documents as if the Liens of Second Lien Agent under the Second Lien Documents did not exist. Until the Discharge of First Lien Debt has occurred, the rights of Second Lien Agent shall at all times be subject to the terms of this Intercreditor Agreement and to First Lien Agent's rights under the First Lien Documents. After the date that Second Lien Agent receives a Discharge of First Lien Debt Notice, and until the Discharge of Second Lien Debt has occurred, the Second Lien Agent shall be entitled to deal with the Pledged Collateral in accordance with the terms of the Second Lien Documents.

(c) Each Agent shall have no obligation whatsoever to any other Agent or any other Secured Party to assure that the Pledged Collateral is genuine or owned by any of the Grantors or to preserve rights or benefits of any Person except as expressly set forth in this Section 6. The duties or responsibilities of each Agent under this Section 6 shall be limited solely to holding the Pledged Collateral as gratuitous bailee and sub-collateral agent for and on behalf of the other Agent for purposes of perfecting the Lien held by the other Agent.

(d) Each Agent shall not have by reason of the First Lien Documents, the Second Lien Documents, or this Intercreditor Agreement, or any other document, a fiduciary relationship in respect of the other Agent or any of the other Secured Parties and shall not have any liability to the other Agent or any other Secured Party in connection with its holding the Pledged Collateral, other than for its gross negligence or willful misconduct as determined by a final, non-appealable order of a court of competent jurisdiction.

6.2 Transfer of Pledged Collateral. Upon the Discharge of First Lien Debt, to the extent permitted under applicable law, First Lien Agent shall, without recourse or warranty, transfer the possession and control of the Pledged Collateral, if any, then in its possession or control to the Second Lien Agent (for the benefit of the Second Lien Secured Parties), except in the event and to the extent (a) First Lien Agent or any other First Lien Secured Party has retained or otherwise acquired such Collateral (i) in full or partial satisfaction of any of the First Lien Debt, or (ii) as cash collateral as contemplated under clause (c) of the definition of "Discharge of First Lien Debt", (b) such Collateral is sold or otherwise disposed of by First Lien Agent or any other First Lien Secured Party or by a Grantor as provided herein or (c) it is otherwise required by any order of any court or other governmental authority or applicable law or would result in the risk of liability of First Lien Agent or any First Lien Secured Party to any third party. The foregoing provision shall not impose on First Lien Agent or any other First Lien Secured Party any obligations which would conflict with prior perfected claims therein in favor of any other person or any order or decree of any court or other governmental authority or any applicable law. In connection with any transfer described herein to Second Lien Agent, First Lien Agent agrees to take reasonable actions in its power (with all costs and expenses in connection therewith to be for the account of and to be paid by Grantors) as shall be reasonably requested by Second Lien Agent to permit Second Lien Agent to obtain, for the benefit of the Second Lien Secured Parties, a first priority Lien in the Pledged Collateral.

Section 7. INSOLVENCY OR LIQUIDATION PROCEEDINGS

7.1 General Applicability. This Intercreditor Agreement shall be applicable both before and after the institution of any Insolvency or Liquidation Proceeding involving any Grantor, including, without limitation, the filing or application of any petition by or against any Grantor under the Bankruptcy Code or under any other Bankruptcy Law and all converted or subsequent cases in respect thereof, and all references herein to any Grantor shall be deemed to apply to the trustee for such Grantor and such Grantor as debtor-in-possession. The relative rights of the First Lien Secured Parties and the Second Lien Secured Parties in or to any distributions from or in respect of any Collateral or proceeds of Collateral shall continue after the institution of any Insolvency or Liquidation Proceeding involving any Grantor, including, without limitation, the filing or application of any petition by or against any Grantor under the Bankruptcy Code or under any other Bankruptcy Law and all converted cases and subsequent cases, on the same basis as prior to the date of such institution, subject to any court order approving the financing of, or use of cash collateral by, any Grantor as debtor-in-possession, or any other court order affecting the rights and interests of the parties hereto not in conflict with this Intercreditor Agreement. This Intercreditor Agreement shall constitute a Subordination Agreement for the purposes of Section 510(a) of the Bankruptcy Code and shall be enforceable in any Insolvency or Liquidation Proceeding in accordance with its terms.

7.2 Bankruptcy Financing. If any Grantor becomes subject to any Insolvency or Liquidation Proceeding, until the Discharge of First Lien Debt has occurred, Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, agrees that:

(a) such Second Lien Secured Parties will raise no objection to, nor support any other Person objecting to, and will be deemed to have consented to, the use of any Collateral constituting cash collateral under Section 363 of the Bankruptcy Code, or any comparable provision of any other Bankruptcy Law or any post-petition or post-filing financing, provided by any First Lien Secured Party (or provided by any other Person and consented to by First Lien Agent) under Section 364 of the Bankruptcy Code, or any comparable provision of any other Bankruptcy Law or pursuant to an order granted in any Insolvency or Liquidation Proceeding granting a priority debtor-in-possession or interim financing charge (a "***DIP Financing***"), will not request or accept adequate protection or any other relief in connection with the use of such cash collateral or such DIP Financing except as set forth in Section 7.4 below and, to the extent the Liens securing the First Lien Debt are subordinated to or pari passu with such DIP Financing, will subordinate (and will be deemed hereunder to have subordinated) the Liens granted to such Second Lien Secured Parties to such DIP Financing on the same terms as such Liens are subordinated to the Liens granted to First Lien Agent hereunder (and such subordination will not alter in any manner the terms of this Intercreditor Agreement), to any adequate protection provided to the First Lien Secured Parties and to any "carve out" agreed to by First Lien Agent; provided, that:

(i) First Lien Agent does not oppose or object to such use of cash collateral or DIP Financing,

(ii) the DIP Financing (to the extent provided by a First Lien Secured Party, *provided* that the restrictions set forth in Section 10.4 hereof shall not apply with respect to any such DIP Financing) is treated as First Lien Debt hereunder,

(iii) the Liens granted to the First Lien Secured Parties in connection with DIP Financing provided by a First Lien Secured Party are subject to this Intercreditor Agreement and considered to be Liens of First Lien Agent for purposes hereof,

(iv) Second Lien Agent retains a Lien on the Collateral (including proceeds thereof) with the same priority as existed prior to such Insolvency or Liquidation Proceeding (except to the extent of any "carve out" agreed to by First Lien Agent),

(v) Second Lien Agent receives replacement Liens on all post-petition or post-filing assets of any Grantor in which any of First Lien Agent obtains a replacement Lien, or which secure the DIP Financing, with the same priority relative to the Liens of First Lien Agent as existed prior to such Insolvency or Liquidation Proceeding, and

(vi) such Second Lien Secured Parties may oppose or object to such use of Cash Collateral or DIP Financing on the same bases as an unsecured creditor, so long as such opposition or objection is not based on the Second Lien Secured Parties' status as secured creditors and in connection with such opposition or objection, the Second Lien Secured Parties affirmatively state that such Second Lien Secured Parties are undersecured secured creditors; and

(b) no such Second Lien Secured Party shall, directly or indirectly, provide, or seek to provide, DIP Financing secured by Liens equal or senior in priority to the Liens on the Collateral of First Lien Agent, without the prior written consent of First Lien Agent.

7.3 Relief from the Automatic Stay. Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, agrees that, so long as the Discharge of First Lien Debt has not occurred, no such Second Lien Secured Parties shall, without the prior written consent of First Lien Agent, seek or request relief from or modification of the automatic stay or any other stay proceedings in any Insolvency or Liquidation Proceeding in respect of any part of the Collateral, any proceeds thereof or any Lien securing any of the Second Lien Debt.

7.4 Adequate Protection.

(a) Second Lien Agent, on behalf of itself and the other Second Lien Secured Parties, agrees that none of them shall object, contest, or support any other Person objecting to or contesting, (i) any request by First Lien Agent or any of the other First Lien Secured Parties for adequate protection or any adequate protection provided to First Lien Agent or other First Lien Secured Parties or (ii) any objection by First Lien Agent or any of the other First Lien Secured Parties to any motion, relief, action or proceeding based on a claim of a lack of adequate protection or (iii) the payment of interest, fees, expenses or other amounts to First Lien Agent or any other First Lien Secured Party under Section 506(b) or 506(c) of the Bankruptcy Code or under any comparable provision of any other Bankruptcy Law.

(b) Second Lien Agent, on behalf of itself and the other Second Lien Secured Parties, agrees that none of them shall seek or accept adequate protection without the prior written consent of First Lien Agent; except, that, Second Lien Agent, for itself or on behalf of the other Second Lien Secured Parties, shall be permitted (i) to obtain adequate protection in the form of the benefit of additional or replacement Liens on the Collateral (including proceeds thereof arising after the commencement of any Insolvency or Liquidation Proceeding), or additional or replacement collateral to secure the Second Lien Debt, in connection with any DIP Financing or use of cash collateral as provided for in Section 7.2 above, or in connection with any such adequate protection obtained by First Lien Agent and the other First Lien Secured Parties, as long as in each case, First Lien Agent is also granted such additional or replacement Liens or additional or replacement collateral and such Liens of Second Lien Agent or such other Second Lien Secured Party are subordinated to the Liens securing the First Lien Debt to the same extent as the Liens of Second Lien Agent and such other Second Lien Secured Parties on the Collateral are subordinated to the Liens of First Lien Agent and the other First Lien Secured Parties hereunder and (ii) to obtain adequate protection in the form of reports, notices, inspection rights and similar forms of adequate protection to the extent granted to First Lien Agent.

7.5 Reorganization Securities. If, in any Insolvency or Liquidation Proceeding, debt obligations of any reorganized Grantor secured by Liens upon any property of such reorganized Grantor are distributed, pursuant to a proposal or plan of compromise, arrangement or reorganization whose effective date is after the date hereof, on account of both the First Lien Debt and any Second Lien Debt, then, to the extent the debt obligations distributed on account of the First Lien Debt and on account of the Second Lien Debt are secured by Liens upon the same assets or property, the provisions of this Intercreditor Agreement will survive the distribution of such debt obligations pursuant to such plan and will apply with like effect to the Liens securing such debt obligations.

7.6 Separate Classes. Each of the parties hereto irrevocably acknowledges and agrees that (a) the claims and interests of each of the First Lien Secured Parties and the Second Lien Secured Parties are not (and will not be) "substantially similar" within the meaning of Section 1122 of the Bankruptcy Code, or any comparable provision of any other Bankruptcy Law, (b) the grants of the Liens to secure the First Lien Debt and the grants of the Liens to secure the Second Lien Debt, constitute (or will constitute) two separate and distinct grants of Liens, (c) the rights of the First Lien Secured Parties in the Collateral and the rights of the Second Lien Secured Parties in the Collateral are each fundamentally different from each other and (d) as a result of the foregoing, among other things, the First Lien Debt and the Second Lien Debt must be separately classified in any proposal or plan of compromise, arrangement or reorganization proposed or adopted in any Insolvency or Liquidation Proceeding.

7.7 Asset Dispositions. Until the Discharge of First Lien Debt has occurred, the Second Lien Secured Parties shall consent and not otherwise object to a sale or other disposition of any Collateral under the Bankruptcy Code, including Sections 363, 365 and 1129 or under any comparable provision of any other Bankruptcy Law, free and clear of any Liens thereon securing Second Lien Debt (and including any motion for bid or other procedures relating to such sale or disposition), if the First Lien Secured Parties have consented to such sale or other disposition (or such procedures) so long as the net cash proceeds are applied (i) pursuant to court order such that the Liens of the Second Lien Secured Parties attach to the net proceeds of the Asset Sale with the same priority and validity as the Liens held by the Second Lien Secured Parties on such Collateral, and the Liens remain subject to the terms of this Intercreditor Agreement, or (ii) the proceeds of the Asset Sale are applied in accordance with Section 5.1(a) hereof. Nothing in this Section 7.7 shall preclude any Secured Party from seeking to be the purchaser, assignee or other transferee of any Collateral in connection with any such sale or other disposition of Collateral under any Bankruptcy Law. The Second Lien Secured Parties agree that the First Lien Secured Parties shall have the right to credit bid under Section 363(k) of the Bankruptcy Code or under any comparable provision of any other Bankruptcy Law with respect to, or otherwise object to any such sale or other disposition of, the Collateral.

7.8 Preference Issues. If any First Lien Secured Party is required in any Insolvency or Liquidation Proceeding or otherwise to turn over or otherwise pay to the estate of any Grantor any amount (a "***Recovery***"), then the First Lien Debt shall be reinstated to the extent of such Recovery and the First Lien Secured Parties shall be entitled to a Discharge of First Lien Debt with respect to all such recovered amounts. If this Intercreditor Agreement shall have been terminated prior to such Recovery, this Intercreditor Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto from such date of reinstatement.

7.9 Certain Waivers as to Section 1111(b)(2) of Bankruptcy Code. Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, waives any claim any Second Lien Secured Party may hereafter have against any First Lien Secured Party arising out of the election by any First Lien Secured Party of the application of Section 1111(b)(2) of the Bankruptcy Code, or any comparable provision of any other Bankruptcy Law. First Lien Agent, for itself and on behalf of the other First Lien Secured Parties, waives any claim any First Lien Secured Party may hereafter have against any such Second Lien Secured Party arising out of the election by any such Second Lien Secured Party of the application of Section 1111(b)(2) of the Bankruptcy Code or any comparable provision of any other Bankruptcy Law.

7.10 No Challenges to Claims. Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, agrees that no such Second Lien Secured Parties shall oppose or seek to challenge any claim by any First Lien Secured Party for allowance in any Insolvency or Liquidation Proceeding of any First Lien Debt, including those consisting of post-petition interest, fees or expenses. First Lien Agent, for itself and on behalf of the other First Lien Secured Parties, agrees that no First Lien Secured Party shall oppose or seek to challenge any claim by any Second Lien Secured Parties for allowance in any Insolvency or Liquidation Proceeding of any Second Lien Debt, including those consisting of post-petition interest, fees or expenses.

7.11 Other Bankruptcy Laws. In the event that an Insolvency or Liquidation Proceeding is filed in a jurisdiction other than the United States or is governed by any Bankruptcy Law other than the Bankruptcy Code, each reference in this Intercreditor Agreement to a section of the Bankruptcy Code shall be deemed to refer to the substantially similar or corresponding provision of the Bankruptcy Law applicable to such Insolvency or Liquidation Proceeding, or in the absence of any specific similar or corresponding provision of the Bankruptcy Law, such other general Bankruptcy Law as may be applied in order to achieve substantially the same result as would be achieved under each applicable section of the Bankruptcy Code.

Section 8. SECOND LIEN SECURED PARTIES' PURCHASE OPTION

8.1 Exercise of Option. Each of the Second Lien Secured Parties shall have the option at any time within thirty (30) days of a Triggering Event (the "***Purchase Option Period***") to purchase all (but not less than all) of the First Lien Debt from the First Lien Secured Parties. The Second Lien Secured Parties electing to purchase (the "***Purchasing Parties***") shall give at least five (5) Business Days written notice to First Lien Agent of their election to exercise such purchase option (the "***Purchase Option Notice***"). A Purchase Option Notice from such Purchasing Parties to First Lien Agent shall be irrevocable.

8.2 Purchase and Sale.

(a) On the date within the Purchase Option Period specified by the Purchasing Parties in the Purchase Option Notice (which shall not be less than five (5) Business Days, nor more than ten (10) Business Days, after the receipt by First Lien Agent of the Purchase Option Notice), the First Lien Secured Parties shall, subject to any required approval of any court or other regulatory or governmental authority then in effect, if any, sell to the Purchasing Parties, and the Purchasing Parties shall purchase from the First Lien Secured Parties, all of the First Lien Debt (the "***First Lien Debt Purchase***"). Notwithstanding anything to the contrary contained herein, in connection with any such purchase and sale, the First Lien Secured Parties shall retain all rights under the First Lien Documents to be indemnified or held harmless by Grantors in accordance with the terms thereof (the "***Retained First Lien Obligations***").

(b) In connection with the First Lien Debt Purchase, each First Lien Lender and each Purchasing Party shall execute and deliver an assignment and acceptance agreement pursuant to which, among other things, each First Lien Lender shall assign to each Purchasing Party, such First Lien Lender's pro rata share of the Commitments and First Lien Debt relating to the First Lien Debt Purchase. In addition to and not in limitation of the foregoing, (i) contemporaneously with the consummation of the First Lien Debt Purchase, First Lien Agent shall resign as the "Agent" under the First Lien Documents and Second Lien Agent (acting as collateral agent for the Purchasing Parties, subject to Second Lien Agent's prior written consent to act as "Agent" under the First Lien Documents, which it may withhold in its sole discretion) or such other Person as the Purchasing Parties shall designate, will be designated as the successor "Agent" under the First Lien Documents (the "***Purchasing Party Agent***"); and (ii) from and after the closing date of the First Lien Debt Purchase, each of the First Lien Lenders who execute and deliver an assignment and acceptance agreement with the Purchasing Parties (the "***Transferring Lenders***") shall continue to be, and shall have all rights and remedies of, a "Lender" under the First Lien Documents; except that each such Transferring Lender shall have no further obligation whatsoever to make any loans, advances or other financial accommodations to or for the benefit of any Grantor under any First Lien Documents. Subject to the other provisions of this Intercreditor Agreement, the Retained First Lien Obligations shall continue to be secured by the Collateral, the Retained First Lien Obligations shall be repaid, subject to Section 8.3(a)(iv) below, in accordance with the terms of the First Lien Loan Agreement and, subject to the terms of this Intercreditor Agreement, each Transferring Lender shall continue to have all rights and remedies of a Lender under the First Lien Loan Agreement and the other First Lien Documents. First Lien Agent hereby represents and warrants that, as of the date hereof, no approval of any court or other regulatory or governmental authority is required for the First Lien Debt Purchase. From and after the First Lien Debt Purchase, the Purchasing Party Agent and the other Second Lien Secured Parties for whom such Purchasing Party Agent is acting shall have the sole right to enforce all rights and remedies under the First Lien Documents and shall be permitted, notwithstanding anything to the contrary contained in Section 4.1 hereof, to immediately enforce any and all of its rights and remedies under the First Lien Documents and/or the Second Lien Documents.

8.3 Payment of Purchase Price.

(a) Upon the date of such purchase and sale, the Purchasing Parties shall (i) pay to First Lien Agent for the account of the First Lien Secured Parties, as the purchase price, the full amount of all of the First Lien Debt then outstanding and unpaid (including principal, interest, fees and expenses, including reasonable attorneys' fees and legal expenses), (ii) without duplication of amounts paid under clause (i), furnish cash collateral to First Lien Agent in such amounts as First Lien Agent determines is reasonably necessary to secure the First Lien Secured Parties in connection with (x) any issued and outstanding letters of credit issued under the First Lien Documents (but not in any event in an amount greater than one hundred five (105%) percent of the aggregate undrawn face amount of such letters of credit) and (y) any Bank Product Obligations, (iii) agree to reimburse the First Lien Secured Parties for any loss, cost, damage or expense (including reasonable attorneys' fees and legal expenses) in connection with any commissions, fees, costs or expenses related to any issued and outstanding letters of credit as described above and any checks or other payments provisionally credited to the First Lien Debt, and/or as to which the First Lien Secured Parties have not yet received final payment, and (iv) agree to reimburse the First Lien Secured Parties in respect of indemnification obligations of Grantors under the First Lien Documents as to matters or circumstances known to the First Lien Secured Parties and disclosed in writing to the Purchasing Party Agent (unless such disclosure is not permitted under applicable law) at the time of the purchase and sale which would reasonably be expected to result in any loss, cost, damage or expense (including reasonable attorneys' fees and legal expenses) to the First Lien Secured Parties.

(b) Such purchase price and cash collateral shall be remitted by wire transfer in federal funds to such bank account of First Lien Agent as First Lien Agent may designate in writing to the Purchasing Party Agent for such purpose. Interest shall be calculated to but excluding the Business Day on which such purchase and sale shall occur if the amounts so paid by the Purchasing Parties to the bank account designated by First Lien Agent are received in such bank account prior to 12:00 noon, New York City, New York time and interest shall be calculated to and including such Business Day if the amounts so paid by the Purchasing Parties to the bank account designated by First Lien Agent are received in such bank account later than 12:00 noon, New York City, New York time.

(c) Ninety (90) days after all letters of credit outstanding under the First Lien Documents have been cancelled with the consent of the beneficiary thereof, expired or have been fully drawn, any remaining cash collateral will be returned to the Purchasing Parties that exercised their option to purchase.

8.4 Representations Upon Purchase and Sale. Such purchase shall be expressly made without representation or warranty of any kind by the First Lien Secured Parties as to the First Lien Debt, the Collateral or otherwise and without recourse to the First Lien Secured Parties; except, that, each First Lien Secured Party shall represent and warrant, severally, as to it: (a) the amount of the First Lien Debt being purchased from it are as reflected in the books and records of such First Lien Secured Party (but without representation or warranty as to the collectability, validity or enforceability thereof), (b) that such First Lien Secured Party owns the First Lien Debt being sold by it free and clear of any Lien and (c) such First Lien Secured Party has the right to assign the First Lien Debt being sold by it and the assignment by it is duly authorized.

8.5 Notice from First Lien Agent Prior to Enforcement Action. In the absence of an Exigent Circumstance (as defined below), First Lien Agent agrees that it will use commercially reasonable efforts to give Second Lien Agent five (5) Business Days prior written notice of its intention to commence a Lien Enforcement Action, provided that First Lien Agent shall have no liability for failing to do so; and provided further that, absent Exigent Circumstances, if a Purchase Option Notice has been given, until the earlier of (i) 10 Business Days after the date of such notice and (ii) the expiration of the Purchase Option Period, the First Lien Secured Parties shall not commence any foreclosure or other action to sell or otherwise realize upon the Collateral; provided, that, the purchase and sale with respect to the First Lien Debt provided for herein shall have closed on or before the date set forth in the Purchase Option Notice. Notwithstanding the foregoing, if an Exigent Circumstance exists, First Lien Agent will use commercially reasonable efforts to give Second Lien Agent notice as soon as practicable and in any event contemporaneously with the taking of such action, *provided*, that First Lien Agent shall have no liability for failing to do so. As used herein "***Exigent Circumstance***" shall mean an event or circumstance that materially and imminently threatens the ability of First Lien Agent to realize upon all or a material portion of the Collateral, such as, without limitation, fraudulent removal, concealment, destruction (other than to the extent covered by insurance), material waste or abscondment thereof.

Section 9. RELIANCE; WAIVERS; REPRESENTATIONS; ETC.

9.1 Reliance. The consent by the First Lien Secured Parties to the execution and delivery of the Second Lien Documents and the grant to Second Lien Agent, for and on behalf of itself and the other Second Lien Secured Parties, of a Lien on the Collateral and all loans and other extensions of credit made or deemed made on and after the date hereof by the First Lien Secured Parties to any Grantor shall be deemed to have been given and made in reliance upon this Intercreditor Agreement.

9.2 No Warranties or Liability.

(a) Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, acknowledges and agrees that each of First Lien Agent and the other First Lien Secured Parties have made no express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectability or enforceability of any of the First Lien Documents, the ownership of any Collateral or the perfection or priority of any Liens thereon. Second Lien Agent agrees, for itself and on behalf of the other Second Lien Secured Parties, that the First Lien Secured Parties will be entitled to manage and supervise their respective loans and extensions of credit under the First Lien Documents in accordance with law and as they may otherwise, in their sole discretion, deem appropriate, and the First Lien Secured Parties may manage their loans and extensions of credit without regard to any rights or interests that Second Lien Agent or any of the other Second Lien Secured Parties have in the Collateral or otherwise, except as otherwise provided in this Intercreditor Agreement. Neither First Lien Agent nor any of the other First Lien Secured Parties shall have any duty to Second Lien Agent or any of the other Second Lien Secured Parties to act or refrain from acting in a manner which allows, or results in, the occurrence or continuance of an event of default or default under any agreements with any Grantor (including the Second Lien Documents), regardless of any knowledge thereof which they may have or be charged with.

(b) First Lien Agent, for itself and on behalf of the other First Lien Secured Parties, acknowledges and agrees that Second Lien Agent and the other Second Lien Secured Parties have made no express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectability or enforceability of any of the First Lien Documents, the ownership of any Collateral or the perfection or priority of any Liens thereon. First Lien Agent agrees, for itself and on behalf of the other First Lien Secured Parties, that the Second Lien Secured Parties will be entitled to manage and supervise their respective loans and notes under the Second Lien Documents in accordance with law and as they may otherwise, in their sole discretion, deem appropriate, and the Second Lien Secured Parties may manage their loans and notes without regard to any rights or interests that First Lien Agent or any of the other First Lien Secured Parties have in the Collateral or otherwise, except as otherwise provided in this Intercreditor Agreement. Second Lien Agent and the other Second Lien Secured Parties shall not have any duty to First Lien Agent or any of the other First Lien Secured Parties to act or refrain from acting in a manner which allows, or results in, the occurrence or continuance of an event of default or default under any agreements with any Grantor (including the First Lien Documents), regardless of any knowledge thereof which they may have or be charged with.

9.3 No Waiver of Lien Priorities. No right of First Lien Agent or any of the other First Lien Secured Parties to enforce any provision of this Intercreditor Agreement or any of the First Lien Documents shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of any Grantor or by any act or failure to act by First Lien Agent or any other First Lien Secured Party, or by any noncompliance by any Person with the terms, provisions and covenants of this Intercreditor Agreement, any of the First Lien Documents or any of the Second Lien Documents, regardless of any knowledge thereof which First Lien Agent or any of the other First Lien Secured Parties may have or be otherwise charged with.

9.4 Representations by Second Lien Secured Parties. Second Lien Agent, on behalf of the Second Lien Secured Parties, represents and warrants to First Lien Agent that:

(a) the execution, delivery and performance of this Intercreditor Agreement by Second Lien Agent (i) is within the powers of Second Lien Agent, (ii) has been duly authorized by the Second Lien Secured Parties and (iii) does not contravene any law, or any provision of any of the Second Lien Documents or any agreement to which Second Lien Agent is a party or by which it is bound;

(b) Second Lien Agent is duly authorized to enter into, execute, deliver and carry out the terms of this Intercreditor Agreement on behalf of the Second Lien Secured Parties; and

(c) this Intercreditor Agreement constitutes the legal, valid and binding obligations of Second Lien Agent, enforceable in accordance with its terms and shall be binding on Second Lien Agent and the Second Lien Secured Parties.

9.5 Representations by First Lien Secured Parties. First Lien Agent, on behalf of First Lien Secured Parties, hereby represents and warrants to Second Lien Agent that:

(a) the execution, delivery and performance of this Intercreditor Agreement by First Lien Agent (i) is within the powers of First Lien Agent, (ii) has been duly authorized by First Lien Secured Parties, and (iii) does not contravene any law, any provision of the First Lien Documents or any agreement to which First Lien Agent is a party or by which it is bound;

(b) the First Lien Agent is duly authorized to enter into, execute, deliver and carry out the terms of this Intercreditor Agreement on behalf of the First Lien Secured Parties; and

(c) this Intercreditor Agreement constitutes the legal, valid and binding obligations of First Lien Agent, enforceable in accordance with its terms and shall be binding on First Lien Agent and First Lien Secured Parties.

9.6 Waivers. Notice of acceptance hereof, the making of loans, advances and extensions of credit or other financial accommodations to, and the incurring of any expenses by or in respect of, Grantors by First Lien Secured Parties, and presentment, demand, protest, notice of protest, notice of nonpayment or default and all other notices to which the Second Lien Secured Parties and Grantors are or may be entitled are hereby waived (except as expressly provided for herein or as to Grantors in the First Lien Documents). Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, also waives notice of, and hereby consents to: (a) subject to Section 10.4 hereof, any amendment, modification, supplement, renewal, restatement or extensions of time of payment of or increase or decrease in the amount of any of the First Lien Debt or to the First Lien Documents or any Collateral at any time granted to or held by First Lien Agent, (b) except as expressly set forth herein, the taking, exchange, surrender and releasing of Collateral at any time granted to or held by any First Lien Secured Parties or guarantees now or at any time held by or available to any First Lien Secured Parties for the First Lien Debt or any other person at any time liable for or in respect of the First Lien Debt, (c) except as expressly set forth herein, the exercise of, or refraining from the exercise of any rights against any Grantor or any Collateral at any time granted to or held by any First Lien Secured Parties, and/or (d) the settlement, compromise or release of, or the waiver of any default with respect to, any of the First Lien Debt. Any of the foregoing shall not, in any manner, affect the terms hereof or impair the obligations of the Second Lien Secured Parties hereunder. All of the First Lien Debt shall be deemed to have been made or incurred in reliance upon this Intercreditor Agreement.

Section 10. MISCELLANEOUS

10.1 Conflicts. In the event of any conflict between the provisions of this Intercreditor Agreement and the provisions of the First Lien Documents or the Second Lien Documents, the provisions of this Intercreditor Agreement shall govern.

10.2 Continuing Nature of this Intercreditor Agreement; Severability. This Intercreditor Agreement shall continue to be effective until the Discharge of First Lien Debt shall have occurred or the final payment in full in cash of the Second Lien Debt and the termination and release by each Second Lien Secured Party of any Liens to secure the Second Lien Debt. This Intercreditor Agreement is a continuing agreement of lien subordination and the First Lien Secured Parties may continue, at any time and without notice to Second Lien Agent or any other Second Lien Secured Party, to extend credit and other financial accommodations and lend monies to or for the benefit of any Grantor constituting First Lien Debt in reliance hereof. Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, hereby waives any right it may have under applicable law to revoke this Intercreditor Agreement or any of the provisions of this Intercreditor Agreement. The terms of this Intercreditor Agreement shall survive, and shall continue in full force and effect, in any Insolvency or Liquidation Proceeding. Any provision of this Intercreditor Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.3 When Discharge of First Lien Debt Deemed Not To Have Occurred. If substantially contemporaneously with the Discharge of First Lien Debt, Borrowers refinance indebtedness outstanding under the First Lien Documents, then after written notice to the Second Lien Agent, (a) the indebtedness and other obligations arising pursuant to such refinancing of the then outstanding indebtedness under the First Lien Documents shall automatically be treated as First Lien Debt for all purposes of this Intercreditor Agreement, including for purposes of the Lien priorities and rights in respect of Collateral set forth herein, (b) the credit agreement and the other loan documents evidencing such new indebtedness shall automatically be treated as the First Lien Loan Agreement and the First Lien Documents for all purposes of this Intercreditor Agreement and (c) the administrative agent under the new First Lien Loan Agreement shall be deemed to be First Lien Agent for all purposes of this Intercreditor Agreement, so long as, in each such case the new First Lien Agent agrees, on behalf of itself and the refinancing lenders, to be bound by the terms of this Intercreditor Agreement. Upon receipt of notice of such refinancing (including the identity of the new First Lien Agent), the Second Lien Agent shall promptly enter into such documents and agreements (including amendments or supplements to this Intercreditor Agreement) as Borrowers or the new First Lien Agent may reasonably request in order to provide to the new First Lien Agent the rights of First Lien Agent contemplated hereby.

10.4 Amendments to First Lien Documents. (a) Without the prior written consent of Second Lien Agent, no First Lien Document may be amended, supplemented or otherwise modified, and no new First Lien Document may be entered into, to the extent such amendment, supplement, modification or new document would do any one or more of the following:

(i) (1) increase the "Applicable Margins" or similar component of the interest rate under the First Lien Loan Agreement in a manner that would result in the total yield on the First Lien Debt (excluding any Revolving B Advances (as defined in the First Lien Loan Agreement)) to exceed by more than two percent (2%) per annum the total yield on the First Lien Debt that is calculated as if the highest rate under the definition of "Applicable Margin" (as defined in the First Lien Loan Agreement as of the First Amendment Effective Date (as defined in the First Lien Loan Agreement) applicable to such First Lien Debt were in effect (excluding increases resulting from the accrual or payment of interest at the default rate or increases in the underlying reference rate (other than increases to any "floor" or minimum level of such reference rate)), or (2) increase the "Applicable Margins" or similar component of the interest rate under the First Lien Loan Agreement in a manner that would result in the total yield on the Revolving B Advances (as defined in the First Lien Loan Agreement) to exceed twelve percent (12%) per annum (excluding increases resulting from the accrual or payment of interest at the default rate or as a result of any accrual or payment of in kind interest),

(ii) modify or add any covenant or event of default under the First Lien Documents that directly restricts Grantors from making payments of any Second Lien Debt that would otherwise be permitted under the First Lien Documents, as in effect on the date hereof,

(iii) other than in connection with any DIP Financing, subject to the terms of Section 7.2, or as otherwise permitted in the First Lien Documents, as in effect on the date hereof, contractually subordinate the Liens of the First Lien Secured Parties to any other debt of Grantors, or

(iv) contravene the provisions of this Intercreditor Agreement,

(b) For the avoidance of doubt, the First Lien Agent and the First Lien Secured Parties may, without the consent of Second Lien Agent, without incurring any liabilities to Second Lien Agent or any other Second Lien Secured Party and without impairing or releasing the Lien priorities and other benefits provided in this Intercreditor Agreement (even if any right of subrogation or other right or remedy of Second Lien Agent or any other Second Lien Secured Party is affected, impaired or extinguished thereby):

(i) except to the extent expressly set forth in clause (a) above, change the manner, place or terms of payment or change or extend the time of payment of, or amend, renew, exchange, increase or alter, the terms of any of the First Lien Debt or any Lien on any Collateral or guaranty thereof or any liability of any Grantor, or any liability incurred directly or indirectly in respect thereof (including any increase in or extension of the First Lien Debt, without any restriction as to the amount, tenor or terms of any such increase or extension) or otherwise amend, renew, exchange, extend, modify or supplement in any manner any Liens held by First Lien Agent or any of the other First Lien Secured Parties, the First Lien Debt or any of the First Lien Documents,

(ii) sell, exchange, release, surrender, realize upon, enforce or otherwise deal with in any manner and in any order any part of the Collateral or any liability of any Grantor to First Lien Agent or any of the other First Lien Secured Parties, or any liability incurred directly or indirectly in respect thereof in accordance with the terms hereof,

(iii) settle or compromise any of the First Lien Debt or any other liability of any Grantor or any security therefor or any liability incurred directly or indirectly in respect thereof and apply any sums by whomsoever paid and however realized to any liability (including the First Lien Debt) in any manner or order except to the extent that such proceeds are to be applied in accordance with Section 5.1, and

(iv) exercise or delay in or refrain from exercising any right or remedy against any Grantor or any other Person, elect any remedy and otherwise deal freely with any Grantor or any Collateral and any security and any guarantor or any liability of any Grantor to any of the First Lien Secured Parties or any liability incurred directly or indirectly in respect thereof.

10.5 Amendments to Second Lien Documents. Without the prior written consent of First Lien Agent, no Second Lien Document may be amended, supplemented or otherwise modified, and no new Second Lien Document may be entered into, to the extent such amendment, supplement or other modification or new document would:

(a) contravene the provisions of this Intercreditor Agreement,

(b) increase the interest rate under any Second Lien Documents in a manner that would cause the total cash pay yield on the Second Lien Debt to exceed by more than two percent (2%) the total cash pay yield on the relevant Second Lien Debt as in effect on the date of the Second Lien Documents (excluding increases resulting from the accrual of interest at the default rate),

(c) change to earlier dates any scheduled dates for payment of principal of or interest on Second Lien Debt,

(d) change any default or event of default provisions set forth in the Second Lien Documents in a manner adverse to the Grantors or the First Lien Secured Parties,

(e) modify or add any covenant or event of default under the Second Lien Documents that restricts Grantors from making payments of any First Lien Debt,

(f) change the prepayment provisions set forth in the Second Lien Documents to increase the amount of any required prepayment, or

(g) add to the Collateral for the Second Lien Debt other than as specifically provided by this Intercreditor Agreement.

10.6 Amendments; Waivers. No amendment, modification or waiver of any of the provisions of this Intercreditor Agreement by Second Lien Agent or First Lien Agent shall be deemed to be made unless the same shall be in writing signed on behalf of the party making the same or its authorized agent and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the parties making such waiver or the obligations of the other parties to such party in any other respect or at any other time. The Grantors shall not have any right to consent to or approve any amendment, modification or waiver of any provision of this Intercreditor Agreement except to the extent that such amendment or modification (i) amends or modifies any of the covenants or obligations of any Grantor hereunder in a manner adverse to such Grantor or (ii) imposes any new obligation on any Grantor.

10.7 Subrogation; Marshalling. Until the Discharge of First Lien Debt, the Second Lien Secured Parties agree that they shall not exercise any rights of subrogation in respect of any payments or distributions received by the First Lien Secured Parties nor shall they be entitled to any assignment of any First Lien Debt or Second Lien Debt or of any Collateral for or guarantees or evidence of any thereof. Following the Discharge of First Lien Debt, each First Lien Secured Party agrees to execute such documents, agreements, and instruments as any Second Lien Secured Party may reasonably request to evidence the transfer by subrogation to any such Person of an interest in the First Lien Debt resulting from payments or distributions to such First Lien Secured Party by such Person. Until the Discharge of First Lien Debt, Second Lien Agent agrees not to assert and hereby waives, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or otherwise claim the benefit of, any marshalling, appraisal, valuation or other similar right that may otherwise be available under applicable law with respect to the Collateral or any other similar rights a junior secured creditor may have under applicable law.

10.8 Consent to Jurisdiction; Waivers. The parties hereto consent to the jurisdiction of the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York and consent that all service of process may be made by registered mail directed to such party as provided in Section 10.9 below for such party. Service so made shall be deemed to be completed three (3) days after the same shall be posted as aforesaid. **The parties hereto waive any objection to any action instituted hereunder based on forum non conveniens, and any objection to the venue of any action instituted hereunder. Each of the parties hereto waives any right it may have to trial by jury in respect of any litigation based on, or arising out of, under or in connection with this Intercreditor Agreement, any First Lien Document or any Second Lien Document, or any course of conduct, course of dealing, verbal or written statement or action of any party hereto.**

10.9 Notices. All notices to the Second Lien Secured Parties and the First Lien Secured Parties permitted or required under this Intercreditor Agreement may be sent to Second Lien Agent and First Lien Agent, respectively. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, electronically mailed or sent by courier service, facsimile transmission or U.S. mail and shall be deemed to have been given when delivered in person or by courier service, upon receipt of a facsimile transmission or electronic mail or five (5) Business Days after deposit in the U.S. mail (registered or certified, with postage prepaid and properly addressed). For the purposes hereof, the addresses of the parties hereto shall be as set forth below or, as to each party, at such other address as may be designated by such party in a written notice to all of the other parties.

First Lien Agent: If to Agent or PNC at:

PNC Bank, National Association
200 South Wacker Drive, Suite 600
Chicago, Illinois 60606
Attention: Account Manager – A.M. Castle
Telephone: (312) 454-2935
Facsimile: (312) 454-2919

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| with copies to: | Goldberg Kohn Ltd.<br>55 East Monroe, Suite 3300<br>Chicago, Illinois 60603<br>Attention: Danielle Juhle, Esq. and Jeffrey Dunlop, Esq.<br>Telephone: (312) 201-4000<br>Facsimile: (312) 863-7831 |
| Second Lien Agent: | Wilmington Savings Fund Society, FSB<br>500 Delaware Avenue, 11th Floor<br>Wilmington, Delaware 19801<br>Attention: Geoffrey J. Lewis<br>Facsimile: (302) 421-9137 |
| with copies to (which shall not constitute notice): | Ropes & Gray LLP<br>1211 Avenue of the Americas<br>New York, New York 10036-8704<br>Attention: Mark R. Somerstein<br>Facsimile: (646) 728-1663 |

10.10 Further Assurances.

(a) Each Agent agrees that it shall take such further action and shall execute and deliver to each other Agent such additional documents and instruments (in recordable form, if requested) as any such Agent may reasonably request to effectuate the terms of and the lien priorities contemplated by this Intercreditor Agreement.

(b) Upon the Discharge of First Lien Debt, First Lien Agent agrees to provide written notice thereof to Second Lien Agent ("***Discharge of First Lien Debt Notice***"). First Lien Agent covenants and agrees to provide such Discharge of First Lien Debt Notice to Second Lien Agent within five (5) Business Days after the Discharge of First Lien Debt, *provided* that First Lien Agent shall have no liability for failure to do so. Upon the Discharge of Second Lien Debt, Second Lien Agent agrees to provide written notice thereof to First Lien Agent. Second Lien Agent covenants and agrees to provide such notice to First Lien Agent within five (5) Business Days after the Discharge of Second Lien Debt, *provided* that Second Lien Agent shall have no liability for failure to do so.

10.11 Governing Law. The validity, construction and effect of this Intercreditor Agreement shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or any other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York.

10.12 Binding on Successors and Assigns.

(a) This Intercreditor Agreement shall be binding upon First Lien Agent, the other First Lien Secured Parties, Second Lien Agent, the other Second Lien Secured Parties, Grantors and their respective permitted successors and assigns.

(b) In connection with any participation or other transfer or assignment, a First Lien Secured Party or a Second Lien Secured Party (i) may disclose to such assignee, participant or other transferee or assignee all documents and information which such Person now or hereafter may have relating to Grantors or the Collateral and (ii) shall disclose to such participant or other transferee or assignee the existence and terms and conditions of this Intercreditor Agreement. In the case of an assignment or transfer, the assignee or transferee acquiring the First Lien Debt or the Second Lien Debt, as the case may be, shall execute and deliver to First Lien Agent or Second Lien Agent, as the case may be, a written acknowledgement of receipt of a copy of this Intercreditor Agreement and the written agreement by such Person to be bound by the terms of this Intercreditor Agreement.

10.13 Specific Performance. First Lien Agent may demand specific performance of this Intercreditor Agreement. Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense which might be asserted to bar the remedy of specific performance in any action which may be brought by First Lien Agent.

10.14 Section Titles; Time Periods. The section titles contained in this Intercreditor Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of this Intercreditor Agreement.

10.15 Counterparts. This Intercreditor Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Intercreditor Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Intercreditor Agreement. Any party delivering an executed counterpart of this Intercreditor Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Intercreditor Agreement.

10.16 Authorization. By its signature, each Person executing this Intercreditor Agreement on behalf of a party hereto represents and warrants to the other parties hereto that it is duly authorized to execute this Intercreditor Agreement.

10.17 No Third Party Beneficiaries. This Intercreditor Agreement and the rights and benefits hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns and shall inure to the benefit of each of the holders of First Lien Debt and Second Lien Debt. No Grantor or other Person shall have or be entitled to assert rights or benefits hereunder.

10.18 No Second Lien Collateral Agent Duties or Waiver. Second Lien Agent shall have no duties or obligations except those expressly set forth herein and in the Second Lien Documents to which it is a party. Without limiting the generality of the foregoing, the Second Lien Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or an Event of Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the Second Lien Documents that Second Lien Agent is required to exercise as directed in writing by the requisite Second Lien Holders in accordance with the Indenture; provided that Second Lien Agent shall not, except as set forth herein, be required to take any action that, in its opinion or the opinion of its counsel, may expose such Second Lien Agent to liability or that is contrary to the Second Lien Documents to which it is a party, applicable law or court or administrative order;

(c) shall not, except as expressly set forth in this Intercreditor Agreement and in the Second Lien Documents to which it is a party, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Grantor or any of their Subsidiaries or any of their respective affiliates that is communicated to or obtained by the Person serving as Second Lien Agent or any of its affiliates in any capacity;

(d) shall be deemed not to have knowledge of any Default or Event of Default under any First Lien Documents unless and until written notice describing such Default or Event Default and stating that such notice is a "notice of default" is given to such Second Lien Agent by the First Lien Agent, for and on behalf of itself and the other Second Lien Secured Parties; and

(e) shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Intercreditor Agreement or any First Lien Document, (ii) the contents of any certificate, report, instrument, letter, notice, or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Intercreditor Agreement, any First Lien Documents or any other agreement, instrument or document, or the validity, attachment, creation, perfection, priority or enforceability of any Lien purported to be created by the First Lien Documents, (v) the value or the sufficiency of any Collateral for First Lien Debt or (vi) the satisfaction of any condition set forth in any First Lien Documents, other than to confirm receipt of items expressly required to be delivered to Second Lien Agent.

Nothing in this Intercreditor Agreement shall be construed to operate as a waiver by Second Lien Agent, with respect to any First Lien Secured Parties, any Grantor, any Guarantor, or any other Second Lien Secured Parties, of the benefit of any rights, privileges, immunities, exculpations, indemnities, or reliance rights contained in the Second Lien Documents and the Second Lien Agent shall be entitled to all such rights, privileges, immunities, exculpations, indemnities, or reliance rights in connection with the execution of this Intercreditor Agreement and in taking or omitting to take any actions hereunder, including, without limitation, exculpation from any liability for any action taken or not taken by it (a) with the consent or at the request of the requisite Second Lien Holders in accordance with the Indenture, (b) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and non-appealable decision, or (c) in reliance on an Officers' Certificate and/or Opinion of Counsel (as each such term is defined in the Indenture) stating that such action is permitted by the terms of this Intercreditor Agreement. For all purposes of this Intercreditor Agreement, Second Lien Agent may (i) rely in good faith, as to matters of fact, on any representation of fact believed by Second Lien Agent to be true (without any duty of investigation) and that is contained in a written certificate, report, instrument, letter, notice, or other document from the First Lien Agent or any authorized representative of any First Lien Secured Parties and (ii) assume in good faith (without any duty of investigation), and rely upon, the genuineness, due authority, validity, and accuracy of any certificate, instrument, notice, letter, or other document believed by it in good faith to be genuine and presented by the proper person. First Lien Agent and each of the other First Lien Secured Parties expressly acknowledge that the subordination and related agreements set forth herein by Second Lien Agent are made solely in its capacity as collateral agent and indenture trustee under the Second Lien Documents to which it is a party with respect to the Second Lien Debt issued thereunder and are not made by Second Lien Agent in its individual capacity.

**[SIGNATURE PAGES FOLLOW]**

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

FIRST LIEN AGENT:

PNC Bank, National Association,
as First Lien Agent

By: /s/ Dennis W. Cloud
Name: Dennis W. Cloud
Title: Senior Vice President

SECOND LIEN AGENT:

Wilmington Savings Fund Society, FSB,
as Second Lien Agent

By: /s/ Geoffrey J. Lewis
Name: Geoffrey J. Lewis
Title: Vice President

**ACKNOWLEDGMENT AND AGREEMENT**

Each of the undersigned hereby acknowledges and agrees to the representations, terms and provisions of the annexed Intercreditor Agreement among PNC Bank, National Association, in its capacity as agent for the First Lien Secured Parties (in such capacity, the "First Lien Agent") and Wilmington Savings Fund Society, FSB, in its capacities as indenture trustee and collateral agent for the Second Lien Secured Parties (in such capacities, "Second Lien Agent"). By its signature below, each of the undersigned agrees that it will, together with its successors and assigns, be bound by the provisions hereof.

Each of the undersigned agrees that any Secured Party holding Collateral does so as gratuitous bailee and sub-collateral agent (under the UCC or PPSA) for the other and is hereby authorized to and may turn over to such other Secured Party upon request therefore any such Collateral, after all obligations and indebtedness of the undersigned to the bailee Secured Party have been fully paid and performed.

Each of the undersigned acknowledges and agrees that: (i) although it may sign this Intercreditor Agreement, it is not a party hereto and does not and will not receive any right, benefit, priority or interest under or because of the existence of the foregoing Agreement, (ii) in the event of a breach by the undersigned of any of the terms and provisions contained in the foregoing Intercreditor Agreement, such a breach shall constitute a First Lien Event of Default and a Second Lien Event of Default, (iii) three Business Days prior to the making of any Second Lien Interest Payment in cash or any Second Lien Other Payment, it shall deliver, or cause to be delivered, to the First Lien Agent and the Second Lien Agent the compliance certificate(s) required pursuant to clause (b) of the definition of "Permitted Second Lien Payments" or pursuant to the definition of "Second Lien Interest Payment Conditions", as applicable, (iv) on the date of the making of any Second Lien Interest Payment in cash or any Second Lien Other Payment, it shall deliver, or cause to be delivered, to the First Lien Agent the compliance certificate(s) required pursuant to clause (b) of the definition of "Permitted Second Lien Payments" or pursuant to the definition of "Second Lien Interest Payment Conditions", as applicable, certifying that the applicable conditions were satisfied as of such payment date, and (v) it will execute and deliver such additional documents and take such additional action as may be necessary or desirable in the opinion of any Secured Party to effectuate the provisions and purposes of the foregoing Intercreditor Agreement. Each of the undersigned further acknowledges and agrees that, in the event that a compliance certificate is delivered to the First Lien Agent and the Second Lien Agent three Business Days prior to the making of the applicable payment that certifies that the applicable payment is permitted under the Intercreditor Agreement, but the compliance certificate delivered to the First Lien Agent on the applicable payment date, as required hereby, demonstrates that the applicable payment would not be permitted, such event shall constitute an immediate Event of Default under the First Lien Documents.

**[SIGNATURE PAGE FOLLOWS]**

**GRANTORS:**

**A.M. CASTLE & CO.**

By: /s/ Jeremy Steele
Name: Jeremy Steele
Title: Secretary

**TOTAL PLASTICS, INC.**

By: /s/ Jeremy Steele
Name: Jeremy Steele
Title: Secretary

**HY-ALLOY STEELS COMPANY**

By: /s/ Jeremy Steele
Name: Jeremy Steele
Title: Secretary

**KEYSTONE TUBE COMPANY, LLC**

By: /s/ Jeremy Steele
Name: Jeremy Steele
Title: Secretary

**KEYSTONE SERVICE, INC.**

By: /s/ Jeremy Steele
Name: Jeremy Steele
Title: Secretary

**A.M. CASTLE & CO. (CANADA) INC.**

By: /s/ Jeremy Steele
Name: Jeremy Steele
Title: Secretary

**CASTLE METALS DE MEXICO, S.A. DE C.V.**

By: /s/ Patrick R. Anderson
Name: Patrick R. Anderson
Title: Attorney-in-Fact

**CASTLE METALS DE MEXICALI, S.A. DE C.V.**

By: /s/ Patrick R. Anderson
Name: Patrick R. Anderson
Title: Attorney-in-Fact

**SECOND AMENDMENT TO**
**INTERCREDITOR AGREEMENT**

This Second Amendment To Intercreditor Agreement (this "Amendment") dated as of March 27, 2020, is entered into by and among PNC Bank, National Association, in its capacity as administrative and collateral agent for the First Lien Secured Parties (in such capacity, "First Lien Agent"), and Wilmington Savings Fund Society, FSB, in its capacities as indenture trustee and collateral agent for the Second Lien Secured Parties (in such capacities, "Second Lien Agent").

A. First Lien Agent and Second Lien Agent are parties to that certain Intercreditor Agreement, dated as of August 31, 2017 and amended as of June 1, 2018 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement").

B. The Company is offering to exchange (the "Exchange Offer") any and all outstanding notes constituting Second Lien Debt (the "Old Notes") for shares of its common stock and its 3.00% Cash / 5.00% PIK Convertible Senior Secured Notes due 2024 (the "New Notes") and is soliciting consents from holders of the Old Notes for certain amendments to the Indenture to eliminate or amend substantially all of the restrictive covenants thereunder, release all collateral securing the Company's obligations under the Indenture, and modify certain of the events of default and various other provisions, contained in the Indenture and to amend the Intercreditor Agreement as set forth herein.

C. First Lien Agent and Second Lien Agent have agreed to amend the Intercreditor Agreement as set forth herein.

NOW, THEREFORE**,** in consideration of the agreement of the parties contained herein, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Intercreditor Agreement.

2. Acknowledgment and Agreement. Second Lien Agent hereby represents to the First Lien Agenbt that the Collateral securing the Second Lien Debt has been released and acknowledges and agrees that the Second Lien Debt is entitled only to the rights of an unsecured creditor of the Company and its subsidiaries until the Discharge of Second Lien Debt. Except as expressly stated herein, nothing herein shall be deemed to constitute a consent to, or waiver of compliance with, or other modification of, any term or condition contained in the Intercreditor Agreement, any First Lien Document or any Second Lien Loan Document and nothing contained herein shall constitute a course of conduct or dealing among the parties hereto.

3. Amendments to Intercreditor Agreement. Subject to the Effectiveness of this Amendment, the Intercreditor Agreement is hereby amended to delete the stricken text (indicated in the same manner as the following example: ~~stricken text~~) and to add the double-underlined text (indicted textually in the same manner as the following example: double-underlined text) as set forth in the pages of the Intercreditor Agreement attached as Exhibit A.

4. Effectiveness. This Amendment shall become effective upon the execution and mutual delivery of this Consent by First Lien Agent and Second Lien Agent.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same document. Delivery of an executed signature page of this Amendment by facsimile or other electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof.

6. Governing Law. The validity, construction and effect of this Amendment shall be governed by the internal laws of the State of New York but excluding any principles of conflict of laws or any other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

**WILMINGTON SAVINGS FUND SOCIETY**, **FSB**, as Second Lien Agent

By: /s/ Geoffrey J. Lewis
Name: Geoffrey J. Lewis
Title: Vice President

**PNC BANK, NATIONAL ASSOCIATION**, as First Lien Agent

By: /s/ Dennis W. Cloud
Name: Dennis W. Cloud
Title: Senior Vice President

**EXHIBIT A – INTERCREDITOR AGREEMENT**

~~Conformed through:~~
~~Limited Consent and First Amendment to Intercreditor Agreement, dated as of June 1, 2018~~

**INTERCREDITOR AGREEMENT**

INTERCREDITOR AGREEMENT dated as of August 31, 2017 (this "***Intercreditor Agreement***" as hereinafter further defined), among PNC Bank, National Association, in its capacity as administrative and collateral agent for the First Lien Secured Parties (in such capacity, "***First Lien Agent***" as hereinafter further defined), and Wilmington Savings Fund Society, FSB, in its capacities as indenture trustee and collateral agent for the Second Lien Secured Parties (in such capacities, "***Second Lien Agent***" as hereinafter further defined).

**W I T N E S S E T H**:

WHEREAS, Borrowers (as hereinafter defined) and First Lien Guarantors (as hereinafter defined) have entered into a secured revolving credit facility with First Lien Agent and the lenders for whom it is acting as agent as set forth in the First Lien Loan Agreement (as hereinafter defined) pursuant to which such lenders have made and from time to time may make loans and provide other financial accommodations to Borrowers which are guaranteed by First Lien Guarantors and secured by substantially all of the assets of Borrowers and First Lien Guarantors;

WHEREAS, the Company, as issuer, and Second Lien Guarantors have entered into (i) the Indenture (as hereinafter defined) with Second Lien Agent pursuant to which the Company has issued notes that are guaranteed by Second Lien Guarantors and (ii) a Second Lien Security Agreement (as hereinafter defined) pursuant to which the notes and obligations under the Indenture are secured by substantially all of the assets of the Company and Second Lien Guarantors; and

WHEREAS, First Lien Agent, First Lien Secured Parties, and Second Lien Secured Parties desire and the Second Lien Agent is directed by the other Second Lien Secured Parties to enter into this Intercreditor Agreement to (i) confirm the relative priority of the security interests of First Lien Agent and Second Lien Agent in the assets and properties of Borrowers and Guarantors, (ii) provide for the orderly sharing among them, in accordance with such priorities, of proceeds of such assets and properties upon any foreclosure thereon or other disposition thereof and (iii) address related matters.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and obligations herein set forth and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. DEFINITIONS; INTERPRETATION

1.1 Definitions. As used in this Intercreditor Agreement, the following terms have the meanings specified below:

"Agents" shall mean, collectively, First Lien Agent and Second Lien Agent, sometimes being referred to herein individually as an "Agent".

"Asset Sale" shall mean the sale, assignment, transfer, license, lease (as lessor), exchange, or other disposition (including any sale and leaseback transaction) of any property by any person (or the granting of any option or other right to do any of the foregoing).

"Bank Product Agreement" shall mean any agreement for any service or facility extended to any Grantor or any of its subsidiaries by a First Lien Secured Party including: (a) credit cards, (b) debit cards, (c) purchase cards, (d) credit card, debit card and purchase card processing services, (e) treasury, cash management or related services (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system) and the Large Value Transfer System operated by the Canadian Payments Association for the processing of electronic funds), (f) cash management, including controlled disbursement, accounts or services, (g) return items, netting, overdraft and interstate depositary network services, (h) Hedging Agreements, or (i) any other Cash Management Products and Services (as defined in the First Lien Loan Agreement).

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

"Bankruptcy Code" shall mean the United States Bankruptcy Code, being Title 11 of the United States Code, as the same now exists or may from time to time hereafter be amended, modified, recodified or supplemented.

"Bankruptcy Law" shall mean the (a) Bankruptcy Code, (b) the BIA, (c) the CCAA, (d) the Winding-up and Restructuring Act (Canada), and (e) any similar Federal, state, provincial or foreign law for the relief of debtors.

"BIA" shall mean the Bankruptcy and Insolvency Act (Canada), as now and hereafter in effect, and any successor statute.

"Borrowers" shall mean collectively, the "Borrowers" as defined in the First Lien Loan Agreement as in effect on the date hereof, together with any other Person that may be joined thereto as a Borrower in accordance with the terms of the First Lien Loan Agreement; sometimes being referred to herein individually as a "***Borrower***".

"Business Day" shall mean any day other than a Saturday, a Sunday or a day that is a legal holiday under the laws of the State of New York or on which banking institutions in the State of New York or East Brunswick, New Jersey are required or authorized by law or other governmental action to close.

"CCAA" shall mean the Companies' Creditors Arrangement Act (Canada), as now and hereafter in effect, and any successor statute.

"Collateral" shall mean all of the property and interests in property, real or personal, tangible or intangible, now owned or hereafter acquired by any Grantor in or upon which any First Lien Secured Party or Second Lien Secured Party at any time has a Lien, and including, without limitation, all proceeds of such property and interests in property.

"Company" means A. M. Castle & Co., a corporation organized under the laws of the State of Maryland.

"DIP Financing" shall have the meaning set forth in Section 7.2(a) hereof.

"Discharge of First Lien Debt" shall mean (a) the termination of the commitments of the First Lien Lenders and the financing arrangements provided by First Lien Agent and the other First Lien Lenders to Grantors under the First Lien Documents, (b) except to the extent otherwise provided in Sections 7.1 and 7.2 hereof, the payment in full in cash of the First Lien Debt (other than the First Lien Debt described in clause (c) of this definition) and (c) payment in full in cash of cash collateral, or at First Lien Agent's option, the delivery to First Lien Agent of a letter of credit payable to First Lien Agent, in either case as required under the terms of the First Lien Loan Agreement, in respect of (i) letters of credit issued under the First Lien Documents (but in no event more than 105% of the aggregate undrawn face amount thereof), (ii) Bank Product Obligations, (iii) continuing obligations of First Lien Agent and First Lien Lenders under control agreements and (iv) any contingent indemnification obligations of any Grantor pursuant to the indemnification provisions in the First Lien Debt Documents for which any First Lien Secured Parties may be entitled to indemnification related to any claim that has been asserted or threatened (in writing) or any demand for payment that has been made at such time. If after receipt of any payment of, or proceeds of Collateral applied to the payment of, the First Lien Debt, First Lien Agent or any other First Lien Secured Party is required to surrender or return such payment or proceeds to any person pursuant to an order of a court of competent jurisdiction, then the First Lien Debt intended to be satisfied by such payment or proceeds shall be reinstated and continue and this Intercreditor Agreement shall continue in full force and effect as if such payment or proceeds had not been received by such First Lien Agent or other First Lien Secured Party, as the case may be, and no Discharge of First Lien Debt shall be deemed to have occurred.

"Discharge of First Lien Debt Notice" shall have the meaning set forth in Section 10.10(b) hereof.

"Discharge of Second Lien Debt" shall mean (a) the termination of the financing arrangements provided by the Second Lien Holders to Grantors under the Second Lien Documents, and (b) except to the extent otherwise provided in Sections 7.1 and 7.2 hereof, the payment in full in cash of the Second Lien Debt. If, after receipt of any payment of, or proceeds of Collateral applied to the payment of, the Second Lien Debt, Second Lien Agent or any other Second Lien Secured Party is required to surrender or return such payment or proceeds to any person pursuant to an order of a court of competent jurisdiction, then the Second Lien Debt intended to be satisfied by such payment or proceeds shall be reinstated and continue and this Intercreditor Agreement shall continue in full force and effect as if such payment or proceeds had not been received by such

Second Lien Agent or other Second Lien Secured Party, as the case may be, and no Discharge of Second Lien Debt shall be deemed to have occurred.

"Distribution" shall mean, with respect to any indebtedness or obligation, (a) any payment or distribution by any Grantor of cash, securities or other property, by set-off or otherwise, on account of such indebtedness or obligation, or (b) any redemption, purchase or other acquisition of such indebtedness or obligation by any Grantor.

"Exigent Circumstance" shall have the meaning set forth in Section 8.5 hereof.

"First Lien Agent" shall mean PNC Bank, National Association, a national banking association, and its successors and assigns in its capacity as administrative and collateral agent pursuant to the First Lien Documents acting for and on behalf of the other First Lien Secured Parties and any successor or replacement agent.

"First Lien Debt" shall mean all "Obligations" as such term is defined in the First Lien Loan Agreement, including, without limitation, obligations, liabilities and indebtedness of every kind, nature and description owing by any Grantor to any First Lien 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 First Lien Documents, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the First Lien Documents or after the commencement of any case with respect to any Grantor 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.

"First Lien Debt Purchase" shall have the meaning set forth in Section 8.2(a) hereof.

"First Lien Documents" shall mean, collectively, the First Lien Loan Agreement and all agreements, documents and instruments at any time executed and/or delivered under any jurisdiction by any Grantor or any other person to, with or in favor of any First Lien Secured Party in connection therewith or related thereto, as all of the foregoing now exist or, subject to any limitations set forth in this 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 First Lien Debt).

"First Lien Event of Default" shall mean any "Event of Default" as defined in the First Lien Loan Agreement.

"First Lien Guarantors" shall mean, collectively, (a) the "Guarantors" as defined in the First Lien Loan Agreement, (b) any other Person that at any time after the date hereof becomes a party to a guarantee in favor of the First Lien Agent or the First Lien Lenders in respect of any of the First Lien Debt, and (c) their respective successors and assigns.

"First Lien Lenders" shall mean, collectively, any person party to the First Lien Documents as a lender (and including any other lender or group of lenders that at any time refinances, replaces or succeeds to all or any portion of the First Lien Debt or is otherwise party to the First Lien Documents as a lender); sometimes being referred to herein individually as a "***First Lien Lender***".

"First Lien Loan Agreement" shall mean the Revolving Credit and Security Agreement, dated as of August 31, 2017, by and among Grantors, First Lien Agent and First Lien Lenders, and as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, subject to Section 10.4 hereof.

"First Lien Secured Parties" shall mean, collectively, (a) First Lien Agent, (b) the First Lien Lenders, (c) the issuing bank or banks of letters of credit or similar instruments under the First Lien Loan Agreement, (d) each other person to whom any of the First Lien Debt (including First Lien Debt constituting Bank Product Obligations) is owed and (e) the successors, replacements and assigns of each of the foregoing; sometimes being referred to herein individually as a "***First Lien Secured Party***".

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect from time to time and, as applicable to any Mexican Grantors, the NIFS.

"Grantors" shall mean, collectively, (a) Borrowers, (b) Guarantors, (c) each Subsidiary of Borrowers or Guarantors that is organized or formed under the laws of the United States, any state, territory or commonwealth of the United States or the District of Columbia that shall have created or purported to create a Lien on its assets to secure any First Lien Debt or Second Lien Debt and (d) their respective successors and assigns; sometimes being referred to herein individually as a "***Grantor***".

"Guarantors" shall mean, collectively, the First Lien Guarantors and the Second Lien Guarantors; sometimes being referred to herein individually as a "***Guarantor***".

"Hedging Agreement" shall mean an agreement between any Grantor or any of its subsidiaries and any financial institution that is a rate swap agreement, basis swap, forward rate agreement, commodity swap, interest rate option, forward foreign exchange agreement, spot foreign exchange agreement, rate cap agreement rate, floor agreement, rate collar agreement, currency swap agreement, cross-currency rate swap agreement, currency option, any other similar agreement (including any option to enter into any of the foregoing or a master agreement for any of the foregoing together with all supplements thereto) for the purpose of protecting against fluctuations in or managing exposure with respect to interest or exchange rates, currency valuations or commodity prices.

"Hedging Obligations" shall mean, with respect to any Person, the obligations of such Person under any Hedging Agreements.

"Indenture" shall mean that certain Indenture, dated as of the date hereof, by and among the Company, the Second Lien Guarantors and the Second Lien Agent, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, subject to Section 10.5 hereof.

"Insolvency or Liquidation Proceeding" shall mean (a) any voluntary or involuntary case or proceeding under any Bankruptcy Law with respect to any Grantor, (b) any other voluntary or involuntary insolvency, reorganization or bankruptcy case or proceeding, or any receivership, interim receivership, liquidation, reorganization or other similar case or proceeding with respect to any Grantor or with respect to any of their respective assets, (c) any proceeding seeking the appointment of any trustee, receiver, interim receiver, receiver and manager, liquidator, custodian or other insolvency official with similar powers with respect to such Grantor or any or all of its assets or properties, (d) any proceedings for liquidation, dissolution or other winding up of the business of such Grantor, or (e) any assignment or trust mortgage for the benefit of creditors or any other marshalling of assets and liabilities of any Grantor.

"Intercreditor Agreement" shall mean this Intercreditor Agreement, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, all in accordance with the terms hereof.

"Lien" shall mean any mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, security interest, encumbrance (including, but not limited to, easements, rights of way and the like), lien (statutory or other), charge, security agreement or transfer intended as security, including without limitation, any conditional sale or other title retention agreement, the interest of a lessor under a capital lease or any financing lease having substantially the same economic effect as any of the foregoing.

"Lien Enforcement Action" shall mean (a) any action by any Secured Party to foreclose on or otherwise enforce the Lien of such Person in all or a material portion of the Collateral or exercise any right of repossession, levy, attachment, setoff or liquidation against all or a material portion of the Collateral, (b) any action by any Secured Party to take possession of, sell or otherwise realize (judicially or non-judicially) upon all or a material portion of the Collateral (including, without limitation, by setoff), (c) any action by any Secured Party to facilitate the possession of, sale of or realization upon all or a material portion of the Collateral including the solicitation of bids from third parties to conduct the liquidation of all or any material portion of the Collateral, the engagement or retention of sales brokers, marketing agents, investment bankers, accountants, auctioneers or other third parties for the purpose of valuing, marketing, promoting or selling all or any material portion of the Collateral, (d) the commencement by any Secured Party of any legal proceedings against or with respect to all or a material portion of the Collateral to facilitate the actions described in (a) through (c) above, (e) any action to seek or request relief from or modification of the automatic stay or any other stay in any Insolvency or Liquidation Proceeding in respect of all or a material portion of the Collateral, or any proceeds thereof, or (f) the pursuit of any Asset Sale of all or any material portion of the Collateral by the Grantors after the occurrence and during the continuance of a First Lien Event of Default (and prior to the Discharge of First Lien Debt), which Asset Sale is conducted by such Grantors with the consent of First Lien Agent in connection with good faith efforts by First Lien Agent to collect the First Lien Debt through consummation of such Asset Sale within a commercially reasonable time. For the

purposes hereof, (i) neither the notification of account debtors to make payments to First Lien Lenders or First Lien Agent nor the exercise of control with regards to any deposit or security account pursuant to the First Lien Loan Agreement during a Cash Dominion Period (as defined in the First Lien Loan Agreement) shall constitute a Lien Enforcement Action unless such action is coupled with an action to take possession of all or a material portion of the Collateral or the commencement of any legal proceedings or actions against or with respect to Grantors or all or a material portion of the Collateral, and (ii) a material portion of the Collateral shall mean Collateral having a value in excess of $5,000,000.

"Net Proceeds" means the aggregate cash proceeds received by the Company or any of the Grantors in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of the direct costs relating to such Asset Sale, including, without limitation, legal, accounting and investment banking fees, and sales commissions, and any relocation expenses incurred as a result of the Asset Sale, taxes paid or payable as a result of the Asset Sale, in each case, after taking into account any available tax credits or deductions and any tax sharing arrangements, and amounts required to be applied to the repayment of indebtedness, other than indebtedness under the First Lien Documents, secured by a Lien on the asset or assets that were the subject of such Asset Sale and any reserve for adjustment in respect of the sale price of such asset or assets established in accordance with GAAP.

"NIFS" shall mean the financial accounting standards (*Normas de Información Financiera*) issued by the Mexican Board of Financial Accounting Standards (*Consejo Mexicano de Normas de Información Financiera, A.C.*).

"Permitted Discretion" shall mean a determination made by the relevant Agent in the exercise of commercially reasonable (from the perspective of an asset-based secured lender) business judgment.

"Permitted Second Lien Action" shall mean, with respect to the Second Lien Debt and Second Lien Documents, any of the following by Second Lien Agent:

(a) initiating, commencing or filing a petition for, or joining with any Person in initiating, commencing or filing a petition for, any Insolvency or Liquidation Proceeding;

(b) filing a claim, proof of claim or statement of interest with respect to any Second Lien Debt in connection with any Insolvency or Liquidation Proceeding;

(c) ~~taking any action (not adverse to the priority status of the Liens securing the First Lien Debt, or the rights of First Lien Agent to exercise remedies in respect thereof) in order to create, perfect, preserve or protect (but not enforce) the Liens securing any Second Lien Debt;~~[reserved];

(d) filing any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any Person objecting to or otherwise seeking the disallowance of the claims for any of the Second Lien Debt, including any

claims secured by the Collateral, if any, in each case to the extent not inconsistent with the terms of this Intercreditor Agreement;

(e) filing any pleadings, objections, motions or agreements which assert rights or interests available to unsecured creditors arising under any Insolvency or Liquidation Proceeding or under any applicable non-Bankruptcy Law, in each case not inconsistent with the terms of this Intercreditor Agreement;

(f) taking any action to the extent necessary to prevent the running of any applicable statute of limitation or similar restriction on claims, or to assert a compulsory cross-claim or counterclaim against any Grantor, subject to Sections 5.1 and 5.2;

(g) taking any action to seek and obtain specific performance or injunctive relief to compel a Grantor to comply with (or not violate or breach) an obligation under any of the Second Lien Documents, in each case not inconsistent with the terms of this Intercreditor Agreement and so long as any such exercise is not accompanied by a claim for monetary damages;

(h) voting on any proposal, plan of arrangement, compromise or reorganization, filing any proof of claim, making other filings and making any arguments and motions that are, in each case, not inconsistent with the terms of this Intercreditor Agreement, with respect to any Second Lien Debt;

(i) ~~making a cash bid on all or any portion of the Collateral up to the amount of First Lien Debt then outstanding (and providing for the Discharge of First Lien Debt) and making a cash or credit bid for the remainder of the Second Lien Debt in any foreclosure proceeding or action, to the extent permitted by applicable law; or~~[reserved]; or

(j) inspecting or appraising the Collateral or requesting information or reports concerning the Collateral pursuant to any of the Second Lien Documents.

"Permitted Second Lien Payments" shall mean (a) Second Lien Interest Payments; *provided that* no Second Lien Interest Payments may be made in cash (but, for the avoidance of doubt, may be paid in kind by capitalizing such interest payment) at any time (i) before August 31, 2018; (ii) during a Cash Dominion Period (as defined in the First Lien Loan Agreement); and (iii) that the Second Lien Interest Payment Conditions are not met; (b) Second Lien Other Payments, so long as before and after giving effect to such Second Lien Other Payment, the "Payment Conditions" (as defined in the First Lien Loan Agreement, as in effect on the date hereof) are satisfied, as evidenced by (1) a compliance certificate (in substantially the form attached as Exhibit A hereto), delivered to both the First Lien Agent and the Second Lien Agent three Business Days prior to the making of any such payment, and including detailed calculations with respect to the conditions set forth in clause (b) of the definition of "Payment Conditions" in the First Lien Loan Agreement and (2) a compliance certificate (in substantially the form attached as Exhibit A hereto), delivered to First Lien Agent on the date such payment is made, including detailed calculations with respect to the conditions set forth in clause (b) of the definition of "Payment Conditions" in the First Lien Loan Agreement; and (c) any Second Lien Agent Payments.

"Person" or "person" shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture, or other entity or any government or any agency or instrumentality or political subdivision thereof.

"Pledged Collateral" shall have the meaning set forth in Section 6.1 hereof.

"PPSA" shall mean the Personal Property Security Act of any province to which relevant Collateral is subject, and any other applicable federal or provincial statute (including the Civil Code of Quebec) pertaining to the granting, perfecting, priority or ranking of Liens or personal property, and any successor statutes, together with any regulations thereunder, in each case as in effect from time to time.

"Recovery" shall have the meaning set forth in Section 7.8 hereof.

"Reorganization Subordinated Securities" shall mean any debt or equity securities of any Grantor or any other Person that are distributed to any Second Lien Secured Party in respect of the Second Lien Debt pursuant to a confirmed plan of reorganization or adjustment that is effective after the date hereof and that (a) (i) in the case of debt securities, are unsecured and subordinated in right of payment to the First Lien Debt (or any debt securities issued in substitution of all or any portion of the First Lien Debt) to at least the same extent as the Second Lien Debt is subordinated to the First Lien Debt and (ii) in the case of equity securities, are subordinated in right of payment to any equity securities issued in substitution of all or any portion of the First Lien Debt to at least the same extent as the Second Lien Debt, (b) do not have the benefit of any obligation of any Person (whether as issuer, guarantor or otherwise) unless the First Lien Debt has at least the same benefit of the obligation of such Person, and (c) do not have any terms, and are not subject to or entitled to the benefit of any agreement or instrument that has terms, that are more burdensome to the issuer of or other obligor on such debt or equity securities than are the terms of the First Lien Debt~~, and (d) if secured by Liens on any assets of any Grantor, such Liens are subordinated to the Liens of First Lien Agent to at least the same extent as the Liens of Second Lien Agent on the Collateral are subordinated to the Liens of First Lien Agent on the Collateral~~.

"Retained First Lien Obligations" shall have the meaning set forth in Section 8.2(a) hereof.

"Second Lien Agent" shall mean Wilmington Savings Fund Society, FSB, in its capacity as indenture trustee and collateral agent under the Second Lien Documents, and also includes any successor, replacement or agent acting on its behalf as Second Lien Agent for the Second Lien Secured Parties under the Second Lien Documents.

"Second Lien Agent Payments" shall mean (i) except during the occurrence and continuance of a Second Lien Agent Payment Trigger Event, any payments of the fees, costs, expenses, and other amounts payable to the Second Lien Agent (for its own account) under the terms of the Second Lien Documents as in effect on the date hereof; and (ii) during the occurrence and continuance of a Second Lien Agent Payment Trigger Event, payments of the fees, costs, expenses, and other amounts payable to the Second Lien Agent (for its own account) under the

terms of the Second Lien Documents as in effect on the date hereof, not to exceed ~~$350,000~~175,000 for the first year following such Second Lien Agent Payment Trigger Event and ~~$250,000~~125,000 for each year thereafter; *provided, that* if the actual amount of such fees, costs, expenses, and other amounts is less than the applicable cap for any given year, such unused amounts may be carried forward and used in subsequent years.

"Second Lien Agent Payment Trigger Event" shall mean, with respect to a Second Lien Agent Payment, (i) a First Lien Event of Default has occurred and is continuing, (ii) after giving effect to such Second Lien Agent Payment, Grantors have Liquidity (as defined in the First Lien Loan Agreement) of less than $20,000,000 as of the date of such Second Lien Agent Payment, and (iii) the Second Lien Agent has received written notice from the First Lien Agent that a Second Lien Agent Payment Trigger Event has occurred, which notice has not been withdrawn.

"Second Lien Debt" shall mean all "Obligations" as such term is defined in the Indenture, including, without limitation, obligations, liabilities and indebtedness of every kind, nature and description owing by any Grantor to any Second Lien 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 Second Lien Documents, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Second Lien Documents or after the commencement of any case with respect to any Grantor 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.

"Second Lien Default Notice" shall mean a written notice delivered to Grantors and First Lien Agent by Second Lien Agent, which notice describes the applicable Second Lien Event of Default and states that it constitutes a "Second Lien Default Notice" for purposes of this Intercreditor Agreement.

"Second Lien Documents" shall mean, collectively, the Indenture, the Second Lien Security Agreement and all agreements, documents and instruments at any time executed and/or delivered by any Grantor or any other person to, with or in favor of any Second Lien Secured Party in connection therewith or related thereto, as all of the foregoing now exist or, subject to any restrictions set forth in this 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 noteholder, lender or group of noteholders or lenders that at any time refinances, replaces or succeeds to all or any portion of the Second Lien Debt).

"Second Lien Event of Default" shall mean any "Event of Default" under the Indenture; provided that to the extent that any cash payment on account of the Second Lien Debt is not permitted to be made hereunder, the Company's failure to make any such payment in cash shall not result in a default or event of default under the Indenture or any other Second Lien Document.

"Second Lien Guarantors" shall mean, collectively, (a) the "Guarantors", as such term is defined in the Indenture, (b) any other person that at any time after the date hereof becomes a party to a guarantee in favor of Second Lien Agent or the Second Lien Holders in respect of any of the Second Lien Debt and (c) their respective successors and assigns.

"Second Lien Holders" shall mean, collectively, the "Holders", as defined in the Indenture (and including any other noteholder, lender or group of noteholders or lenders that at any time refinances, replaces or succeeds to all or any portion of the Second Lien Debt); sometimes being referred to herein individually as a "***Second Lien Holder***".

"Second Lien Interest Payments" shall mean regularly scheduled, non-default, quarterly interest payments paid when due and payable under the terms of the Second Lien Documents, as in effect on the date hereof.

"Second Lien Interest Payment Conditions" means (i) no First Lien Event of Default has occurred and is continuing or would be caused as a result of making any such Second Lien Interest Payment, (ii) calculated on a pro forma basis after giving effect to any such payment as a Debt Payment (as defined in the First Lien Loan Agreement), the Grantors shall have a Fixed Charge Coverage Ratio (as defined in the First Lien Loan Agreement) of at least 1.10 to 1.00 for the twelve (12) month period most recently ended, and (iii) after giving effect to any such payment, Grantors shall have (x) Liquidity (as defined in the First Lien Loan Agreement) of not less than $20,000,000 as of the date of such payment and (y) average Liquidity of not less than $20,000,000 for the 10 consecutive calendar day period prior to delivery of the compliance certificate in accordance with clause (1) of this definition, and the 10 consecutive calendar day period prior to making such payment; in each case with respect to clauses (i)-(iii) above, (1) as evidenced by a compliance certificate (in substantially the form attached as Exhibit A hereto), delivered to both the First Lien Agent and the Second Lien Agent three Business Days prior to the making of any such payment, and including detailed calculations with respect to the conditions set forth in clauses (ii) and (iii) above, and (2) as further evidenced by a compliance certificate (in substantially the form attached as Exhibit A hereto), delivered to First Lien Agent on the date such payment is made, and including detailed calculations with respect to the conditions set forth in clauses (ii) and (iii) above.

"Second Lien Other Payments" shall mean any payment on account of the Second Lien Debt other than Second Lien Interest Payments and Second Lien Agent Payments.

"Second Lien Payment Default" shall mean any "Event of Default" as defined in the Second Lien Documents resulting from the failure of the Company or the Second Lien Guarantors to pay, when due, any principal, premium, if any, interest, fees or other monetary obligations under the Second Lien Documents.

"Second Lien Secured Parties" shall mean, collectively, (a) Second Lien Agent, (b) the Second Lien Holders, (c) each other person to whom any of the Second Lien Debt is owed and (d) the successors, replacements and assigns of each of the foregoing; sometimes being referred to herein individually as a "***Second Lien Secured Party***".

"Second Lien Security Agreement" shall mean the Pledge and Security Agreement, dated as of the date hereof, by and among Grantors and Second Lien Agent, as collateral agent, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

"Secured Parties" shall mean, collectively, the First Lien Secured Parties and the Second Lien Secured Parties; sometimes being referred to herein individually as a "***Secured Party***".

"Standstill Period" shall have the meaning set forth in Section 4.1(a) hereof.

"Subsidiary" shall mean any "Subsidiary" of any Grantor as defined in the First Lien Loan Agreement.

"Transferring Lenders" shall have the meaning set forth in Section 8.2(b) hereof.

"Triggering Event" shall mean any of the following: (a) an acceleration of the maturity of all or any material portion of the First Lien Debt, (b) the exercise of any Lien Enforcement Action by the First Lien Secured Parties in respect of a material portion of Collateral, (c) if a First Lien Event of Default exists and is continuing, First Lien Lenders elect not to make any additional loans or advances or issue or cause to be issued letters of credit under the First Lien Documents at a time when there is Excess Availability (as defined in the First Lien Documents) to make such loans or advances or issue or cause to be issued letters of credit under the First Lien Documents for a period of more than five (5) consecutive Business Days, (d) the occurrence of a Second Lien Payment Default that remains uncured or unwaived for a period of thirty (30) days after the receipt by the First Lien Agent of a written notice from Second Lien Agent stating that there has been a Second Lien Payment Default, or (e) the commencement of an Insolvency or Liquidation Proceeding by or against any Grantor.

"Uniform Commercial Code" or "UCC" shall mean the Uniform Commercial Code as from time to time in effect in the State of New York.

1.2 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified, (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, and as to any Borrower, any Guarantor or any other Grantor shall be deemed to include a receiver, trustee or debtor-in-possession on behalf of any of such person or on behalf of any such successor or assign, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Intercreditor Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections shall be construed to refer to Sections of this Intercreditor Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning

and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

Section 2. LIEN PRIORITIES

2.1 Acknowledgment of Liens.

(a) ~~First Lien Agent, on behalf of itself and each First Lien Secured Party, hereby acknowledges that Second Lien Agent, acting for and on behalf of the Second Lien Secured Parties, has been granted Liens upon all of the Collateral pursuant to the Second Lien Documents to secure the Second Lien Debt.~~ Reserved.

(b) Second Lien Agent, on behalf of itself and each Second Lien Secured Party, hereby acknowledges that First Lien Agent, acting for and on behalf of the First Lien Secured Parties, has been granted Liens upon all of the Collateral pursuant to the First Lien Documents to secure the First Lien Debt.

2.2 Relative Priorities. Notwithstanding the date, manner or order of grant, attachment or perfection of any Liens granted to First Lien Agent or the First Lien Secured Parties or Second Lien Agent or any Second Lien Secured Party and notwithstanding any provision of the UCC, or any applicable law or any provisions of the First Lien Documents or the Second Lien Documents or any other circumstance whatsoever:

(a) Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties for whom it is acting as agent, hereby agrees that: (A) any Lien on the Collateral securing the First Lien Debt now or hereafter held by or for the benefit or on behalf of any First Lien Secured Party or any agent or trustee therefor shall be senior in right, priority, operation, effect and in all other respects to any Lien on the Collateral securing the Second Lien Debt now or hereafter held by or for the benefit or on behalf of any Second Lien Secured Party or any agent or trustee therefor; and (B) any Lien (if any) on the Collateral securing any of the Second Lien Debt now or hereafter held by or for the benefit or on behalf of any Second Lien Secured Party or any agent or trustee therefor regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on the Collateral securing any First Lien Debt.

(b) All Liens on the Collateral securing any First Lien Debt shall be and remain senior in all respects and prior to all Liens on the Collateral securing any Second Lien Debt for all purposes, whether or not such Liens securing any First Lien Debt are subordinated to any Lien securing any other obligation of any Grantor or any other Person.

2.3 Prohibition on Contesting Liens or Claims. ~~Each of First Lien Agent, for itself and on behalf of the other First Lien Secured Parties, and~~ Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, agrees that it shall not (and hereby waives any right to) contest or support any other Person in contesting, in any proceeding (including any Insolvency or Liquidation Proceeding), (a) the perfection, priority, validity or enforceability of a Lien held by or for the benefit or on behalf of any First Lien Secured Party in any Collateral ~~or by or on behalf of any Second Lien Secured Party in any Collateral, as the case may be~~ or (b) the extent, validity,

allowability or enforceability of any First ~~Lien Debt or Second~~ Lien Debt, as applicable, secured or purported to be secured thereby; provided, that, nothing in this Intercreditor Agreement shall be construed to prevent or impair the rights of any First Lien Secured Party or Second Lien Secured Party to enforce this Intercreditor Agreement.

2.4 No New Liens. So long as the Discharge of First Lien Debt has not occurred, the parties hereto agree that, after the date hereof, if any Second Lien Secured Party shall hold any Lien on any assets of any Grantor securing any Second Lien Debt that are not also subject to the first priority Lien of First Lien Agent under the First Lien Documents (unless as a result of the written waiver by First Lien Agent of such Lien), upon demand by First Lien Agent or such Grantor, at First Lien Agent's option, either such Second Lien Secured Party shall release such Lien or such Grantor shall grant a Lien thereon to First Lien Agent in a manner and on terms satisfactory to First Lien Agent. To the extent that the provisions of this Section 2.4 are not complied with for any reason, without limiting any other right or remedy available to First Lien Agent or any other First Lien Secured Party, Second Lien Agent agrees, for itself and on behalf of the other Second Lien Secured Parties, that any amount received by or distributed to any Second Lien Secured Party pursuant to or as a result of any Lien granted in contravention of this Section shall be subject to Section 5 hereof.

2.5 Similar Liens and Agreements; Legend.

(a) ~~The parties hereto agree, subject to the other provisions of this Intercreditor Agreement, upon request by First Lien Agent or Second Lien Agent, as the case may be, to advise the other from time to time of the Collateral for which such party has taken steps to perfect its Liens and to identify the parties obligated under the First Lien Documents or the Second Lien Documents, as the case may be.~~Reserved.

(b) Grantors hereby agree, and Second Lien Agent, for itself and on behalf of the Second Lien Secured Parties, hereby agrees and confirms, that any and all Second Lien Documents shall at all times include the following language (or language to similar effect approved by First Lien Agent):

> "Anything herein to the contrary notwithstanding, the liens and security interests securing the obligations evidenced by this [**note/security agreement/note document**], the exercise of any right or remedy with respect thereto, and certain of the rights of the holder hereof are subject to the provisions of the Intercreditor Agreement dated as of August 31, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Intercreditor Agreement"), by and between PNC Bank, National Association, as First Lien Agent, and Wilmington Savings Fund Society, FSB, as Second Lien Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this [**note/security agreement/note document**], the terms of the Intercreditor Agreement shall govern and control."

Section 3. PAYMENT RESTRICTIONS

3.1 Payment Restrictions Regarding Second Lien Debt. Second Lien Agent, on behalf of itself and the other Second Lien Secured Parties, agrees that, prior to the Discharge of First Lien Debt, Second Lien Agent and the other Second Lien Secured Parties shall not have any right to receive payment on account of the Second Lien Debt other than Permitted Second Lien Payments as and when due. Except as set forth in the immediately preceding sentence, and notwithstanding the terms of the Second Lien Documents, Second Lien Agent, on behalf of itself and the other Second Lien Secured Parties, hereby agrees that it will not accept any Distribution (other than Reorganization Subordinated Securities) with respect to the Second Lien Debt until the Discharge of First Lien Obligations. Each Grantor may resume making Permitted Second Lien Payments pursuant to clauses (a) and (b) of the definition of Permitted Second Lien Payments and clause (i) of the definition of Second Lien Agent Payments (and may make any such Permitted Second Lien Payments missed due to the application of this Section 3.1 hereof) at any time that such payments are not prohibited by the provisos within clauses (a) and (b) of the definition of Permitted Second Lien Payments or the exception within clause (ii) of the definition of Second Lien Agent Payments, as applicable. For the avoidance of doubt, nothing herein shall limit or impair (x) the ability of the Second Lien Secured Parties to convert the Second Lien Debt into equity interests of the Borrower in accordance with the Second Lien Documents, and in connection with such conversion, to receive payments in cash solely with respect to fractional equity interests that cannot otherwise be converted into equity interests of the Borrower in accordance with the Second Lien Documents; provided, however, that in the event that any such cash payment(s) on account of fractional equity interests would cause the aggregate amount of such cash payments in any fiscal year to exceed ~~$1,000,000~~500,000, Grantors shall provide First Lien Agent and Second Lien Agent with written notice prior to the making of any such payment(s) and such payment(s) shall be subject to satisfaction of the conditions set forth in clause (b) of the definition of "Permitted Second Lien Payments" with respect to Second Lien Other Payments; or (y) the right of any Second Lien Holder to trade, sell or otherwise dispose of any Second Lien Debt to any Person (other than a Grantor or any Subsidiary (as defined in the Indenture) of any Grantor) (such transaction a "Second Lien Trade"), and to accept and retain any cash or other consideration (other than from a Grantor or any Subsidiary (as defined in the Indenture) of any Grantor) in connection with any such Second Lien Trade.

Section 4. ENFORCEMENT

4.1 Exercise of Rights and Remedies. Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties:

(a) will not, so long as the Discharge of First Lien Debt has not occurred, enforce or exercise, or seek to enforce or exercise, any rights or remedies (including any right of setoff or notification of account debtors) with respect to any Collateral (including the enforcement of any right under any lockbox agreement, account control agreement, landlord waiver or bailee's letter or any similar agreement or arrangement to which Second Lien Agent or any other Second Lien Secured Party is a party) or commence or join with any Person (other than First Lien Agent) in commencing, or filing a petition for, any action or proceeding with respect to such rights or remedies (including any such enforcement or exercise in any foreclosure action or proceeding or any Insolvency or Liquidation Proceeding); ~~provided, that, subject at all times to the provisions of~~

Section 5 of this Intercreditor Agreement, the Second Lien Agent may enforce or exercise any or all such rights and remedies, or commence or petition for any such action or proceeding, after a period ending two hundred and ten (210) days after the receipt by First Lien Agent of a Second Lien Default Notice from the Second Lien Agent (the "Standstill Period"); provided, that, as of the expiration of the Standstill Period, the applicable Second Lien Event of Default that was the subject of the Second Lien Default Notice received by the First Lien Agent which commenced the applicable Standstill Period remains uncured, unremedied or unwaived as of the expiration of the Standstill Period; provided, further, however, that, notwithstanding the expiration of the Standstill Period or anything herein to the contrary, in no event shall any Second Lien Agent or any other Second Lien Secured Party enforce or exercise any rights or remedies with respect to any Collateral, or commence or petition for any such action or proceeding (including taking such enforcement or exercise in any foreclosure action or proceeding or any Insolvency or Liquidation Proceeding), if the First Lien Agent or any other First Lien Secured Party shall have commenced, prior to the expiration of the Standstill Period, a Lien Enforcement Action and shall be pursuing the same in good faith (including, without limitation, any of the following, if undertaken and pursued to consummate the sale of such Collateral within a commercially reasonable time: solicitation of bids from third parties to conduct the liquidation of all or any material portion of the Collateral, the engagement or retention of sales brokers, marketing agents, investment bankers, accountants, auctioneers or other third parties for the purpose of valuing, marketing, promoting or selling all or any material portion of the Collateral, the notification of account debtors to make payments to Frist Lien Agent or its agents, the initiation of any action to take possession of all or any material portion of the Collateral or the commencement of any legal proceedings or actions against or with respect to all or any material portion of the Collateral);

(b) will not contest, protest or object to any Lien Enforcement Action brought by First Lien Agent or any other First Lien Secured Party, or any other enforcement or exercise by any First Lien Secured Party of any rights or remedies relating to the Collateral under the First Lien Documents or otherwise, so long as the Liens of Second Lien Agent attach to the proceeds thereof subject to the relative priorities set forth in Section 2.2 and such actions or proceedings are being pursued in good faith;

(c) will not object to the forbearance by First Lien Agent or the other First Lien Secured Parties from commencing or pursuing any Lien Enforcement Action or any other enforcement or exercise of any rights or remedies with respect to any of the Collateral;

(d) will not, so long as the Discharge of First Lien Debt has not occurred and except for actions permitted under Section 4.1(a) above, take or receive any Collateral, or any proceeds thereof or payment with respect thereto, in connection with the exercise of any right or remedy (including any right of setoff) with respect to any Collateral or in connection with any insurance policy award or any condemnation award (or deed in lieu of condemnation), and any such payment or proceeds received in violation of the foregoing shall be applied in accordance with Section 5.1;

(e) will not take any action that would, or could reasonably be expected to, hinder, in any manner, any exercise of remedies under the First Lien Documents, including any sale or other disposition of any Collateral, whether by foreclosure or otherwise and acknowledges and agrees that no covenant, agreement or restriction contained in any Second Lien Document

shall be deemed to restrict in any way the rights and remedies of First Lien Agent or the other First Lien Secured Parties with respect to the Collateral as set forth in this Intercreditor Agreement and the First Lien Documents;

(f) will not object to the manner in which First Lien Agent or any other First Lien Secured Party may seek to enforce or collect the First Lien Debt or the Liens of such First Lien Secured Party, regardless of whether any action or failure to act by or on behalf of First Lien Agent or any other First Lien Secured Party is, or could be, adverse to the interests of the Second Lien Secured Parties, and will not assert, and hereby waive, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or claim the benefit of any marshalling, appraisal, valuation or other similar right that may be available under applicable law with respect to the Collateral or any other rights a junior secured creditor may have under applicable law with respect to the matters described in this clause (f); provided, that, at all times First Lien Agent is acting in good faith; and

(g) will not attempt, directly or indirectly, whether by judicial proceeding or otherwise, to challenge or question the validity or enforceability of any First Lien Debt or any Lien of First Lien Agent or this Intercreditor Agreement, or the validity or enforceability of the priorities, rights or obligations established by this Intercreditor Agreement.

Notwithstanding anything to the contrary set forth in this Section 3.1 or elsewhere in this Intercreditor Agreement, the Second Lien Secured Parties shall at all times be permitted to take any Permitted Second Lien Action against any Grantor.

4.2 Rights As Unsecured Creditors. To the extent not inconsistent with, or otherwise prohibited by, the terms of this Intercreditor Agreement, Second Lien Agent and the other Second Lien Secured Parties may exercise rights and remedies as an unsecured creditor against any Grantor in accordance with the terms of the Second Lien Documents and applicable law. For purposes hereof, the rights of an unsecured creditor do not include a creditor that holds a judgment Lien.

4.3 Release of Junior Liens.

(a) If in connection with any sale, lease, license, exchange, transfer or other disposition of any Collateral permitted under the terms of the First Lien Documents (whether or not an event of default or equivalent event thereunder, and as defined therein, has occurred and is continuing) or consented to or approved by First Lien Agent or in connection with the exercise of First Lien Agent's remedies in respect of the Collateral provided for in Section 4.1 (provided, that, after giving effect to the release, the Net Proceeds of any such sale, lease, license, exchange, transfer or other disposition are applied in accordance with Section 5.1(a)), First Lien Agent, for itself or on behalf of any of the other First Lien Secured Parties, releases any of its Liens on any part of the Collateral, then effective upon the consummation of such sale, lease, license, exchange, transfer or other disposition:

(i) the Liens, if any, of Second Lien Collateral Agent, for itself or for the benefit of the Second Lien Secured Parties, on such Collateral shall be automatically,

unconditionally and simultaneously released to the same extent as the release of First Lien Agent's Lien,

(ii) Second Lien Agent, for itself or on behalf of the other Second Lien Secured Parties, shall promptly upon the request of First Lien Agent execute and deliver such release documents and confirmations of the authorization to file UCC amendments and terminations or PPSA discharges or financing change statements provided for herein, as applicable, in each case as First Lien Agent may require in its Permitted Discretion in connection with such sale or other disposition by First Lien Agent, First Lien Agent's agents or any Grantor with the consent of First Lien Agent to evidence and effectuate such termination and release; provided, that, any such release, UCC amendment or termination or PPSA discharges or financing change statements by Second Lien Agent shall not extend to or otherwise affect any of the rights, if any, of Second Lien Agent to the proceeds from any such sale or other disposition of Collateral, subject to the priorities set forth herein,

(iii) Second Lien Agent, for itself or on behalf of the other Second Lien Secured Parties, shall be deemed to have authorized First Lien Agent to file UCC amendments and terminations covering the Collateral so sold or otherwise disposed of as to UCC financing statements between any Grantor and Second Lien Agent or any other Second Lien Secured Party (in the case of Collateral subject to the UCC) to evidence such release and termination, and

(iv) Second Lien Agent, for itself or on behalf of the other Second Lien Secured Parties, shall be deemed to have consented under the applicable Second Lien Documents to such sale, lease, license, exchange, transfer or other disposition to the same extent as the consent of First Lien Agent and the other First Lien Secured Parties.

(b) Until the Discharge of First Lien Debt has occurred, Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, hereby irrevocably constitutes and appoints First Lien Agent and any officer or agent of First Lien Agent, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Second Lien Agent or such holder or in First Lien Agent's own name, from time to time in First Lien Agent's discretion, for the limited purpose of carrying out the terms of this Section 4.3, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Section 4.3, including any termination statements, endorsements or other instruments of transfer or release. The power of attorney granted herein is a power coupled with an interest, shall survive the legal incapacity of Second Lien Agent and extends to the successors of Second Lien Agent. Nothing contained in this Intercreditor Agreement shall be construed to modify the obligation of First Lien Agent to act in a commercially reasonable manner in the exercise of its rights to sell, lease, license, exchange, transfer or otherwise dispose of any Collateral.

(c) In the event that any lien or security interest is granted in favor of Second Lien Agent in any of the Collateral, then promptly upon First Lien Agent's request, Second Lien Agent shall execute and/or deliver to First Lien Agent such termination statements and releases as First Lien Agent shall reasonably request to effect the release of the lien or security interest of Second Lien Agent in such Collateral. In furtherance of the foregoing, Second Lien Agent hereby irrevocably appoints First Lien Agent as its attorney-in-fact, with full authority in the place and

stead of Second Lien Agent and in the name of Second Lien Agent or otherwise, to execute, deliver and/or file any document or instrument which Second Lien Agent may be required to deliver pursuant to this Section 4.3(c).

4.4 Insurance and Condemnation Awards. So long as the Discharge of First Lien Debt has not occurred, First Lien Agent and the other First Lien Secured Parties shall have the sole and exclusive right, subject to the rights of Grantors under the First Lien Documents, to settle and adjust claims in respect of Collateral under policies of insurance and to approve any award granted in any condemnation or similar proceeding, or any deed in lieu of condemnation in respect of the Collateral. So long as the Discharge of First Lien Debt has not occurred, all proceeds of any such policy and any such award, or any payments with respect to a deed in lieu of condemnation, shall be applied in accordance with Section 5.1(a). Until the Discharge of First Lien Debt, if Second Lien Agent or any other Second Lien Secured Party shall, at any time, receive any proceeds of any such insurance policy or any such award or payment, it shall pay such proceeds over to First Lien Agent in accordance with the terms of Section 5.2.

Section 5. PAYMENTS

5.1 Application of Proceeds.

(a) So long as the Discharge of First Lien Debt has not occurred, the Collateral or proceeds thereof received in connection with the sale or other disposition of, or collection on, such Collateral upon the exercise of remedies (including without limitation in connection with an Insolvency or Liquidation Proceeding), shall be applied in the following order of priority:

(i) first, to the First Lien Debt and for cash collateral as required under the First Lien Documents, and in such order as specified in the relevant First Lien Documents until the Discharge of First Lien Debt has occurred;

(ii) second, ~~to the Second Lien Debt in such order as specified in the relevant Second Lien Documents until the Discharge of Second Lien Debt has occurred; and~~

~~(iii)~~ third, ~~to~~ the applicable Grantor or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

(b) ~~After the Discharge of the First Lien Debt, so long as the Discharge of the Second Lien Debt has not occurred, the Collateral or any proceeds thereof shall be applied, to the extent required under the Second Lien Documents, to the Second Lien Debt in accordance with the Second Lien Documents.~~ Reserved.

(c) The foregoing provisions of this Intercreditor Agreement are intended solely to govern the respective Lien priorities as among Second Lien Agent~~,~~ and First Lien Agent and shall not impose on First Lien Agent or any other First Lien Secured Party any obligations in respect of the disposition of proceeds of foreclosure on any Collateral which would conflict with prior perfected claims therein in favor of any other person or any order or decree of any court or other governmental authority or any applicable law.

5.2 Payments Over.

(a) So long as the Discharge of First Lien Debt has not occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against any Grantor, Second Lien Agent agrees, for itself and on behalf of the other Second Lien Secured Parties, that any Collateral or proceeds thereof or payment with respect thereto received by Second Lien Agent or any other Second Lien Secured Party (including any right of set-off) with respect to the Collateral, and including in connection with any insurance policy claim or any condemnation award (or deed in lieu of condemnation), shall be segregated and held in trust and promptly transferred or paid over to First Lien Agent for the benefit of the First Lien Secured Parties in the same form as received, with any necessary endorsements or assignments or as a court of competent jurisdiction may otherwise direct. First Lien Agent is hereby authorized to make any such endorsements or assignments as agent for Second Lien Agent. This authorization is coupled with an interest and is irrevocable. The Second Lien Agent shall have no obligation to segregate, hold in trust, and transfer or pay over any proceeds of Collateral or payments if, with respect to any applicable payment, (i) other than with respect to Second Lien Agent Payments, the Second Lien Agent shall have received the compliance certificate(s) required to be delivered to Second Lien Agent pursuant to clause (b) of the definition of "Permitted Second Lien Payments" or pursuant to the definition of "Second Lien Interest Payment Conditions", as applicable, and such compliance certificate(s) certify as to the satisfaction of the conditions set forth in such definitions, and (ii) the Second Lien Agent did not otherwise have actual knowledge of the applicable payment being in contravention of this Agreement and had paid out, applied or retained the applicable payment amount in accordance with the Second Lien Documents prior to acquiring such knowledge.

~~(b) So long as the Discharge of First Lien Debt has occurred and the Discharge of Second Lien Debt has not occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced by or against any Grantor, any Collateral or proceeds thereof or any payment with respect thereto, including in connection with any insurance policy claim or any condemnation award (or deed in lieu of condemnation) shall be applied, to the extent required under the Second Lien Documents, to the Second Lien Debt in accordance with the Second Lien Documents.~~

~~Section 6. BAILEE FOR PERFECTION~~

~~6.1 Each Agent as Bailee.~~

~~(a) Each Agent agrees to hold any Collateral that can be perfected by the possession or control of such Collateral or of any account in which such Collateral is held, and if such Collateral or any such account is in fact in the possession or under the control of such Agent, or of agents or bailees of such Agent (such Collateral being referred to herein as the "***Pledged Collateral***") as gratuitous bailee and sub-collateral agent for and on behalf of the other Agent solely for the purpose of perfecting the Lien granted to the other Agent in such Pledged Collateral (including, but not limited to, any securities or any deposit accounts or securities accounts, if any) pursuant to the First Lien Documents or Second Lien Documents, as applicable, subject to the terms and conditions of this Section 6.~~

(b) ~~Until the Discharge of First Lien Debt has occurred, First Lien Agent shall be entitled to deal with the Pledged Collateral in accordance with the terms of the First Lien Documents as if the Liens of Second Lien Agent under the Second Lien Documents did not exist. Until the Discharge of First Lien Debt has occurred, the rights of Second Lien Agent shall at all~~

~~times be subject to the terms of this Intercreditor Agreement and to First Lien Agent's rights under the First Lien Documents. After the date that Second Lien Agent receives a Discharge of First Lien Debt Notice, and until the Discharge of Second Lien Debt has occurred, the Second Lien Agent shall be entitled to deal with the Pledged Collateral in accordance with the terms of the Second Lien Documents.~~ Reserved.

~~(c) Each Agent shall have no obligation whatsoever to any other Agent or any other Secured Party to assure that the Pledged Collateral is genuine or owned by any of the Grantors or to preserve rights or benefits of any Person except as expressly set forth in this Section 6. The duties or responsibilities of each Agent under this Section 6 shall be limited solely to holding the Pledged Collateral as gratuitous bailee and sub-collateral agent for and on behalf of the other Agent for purposes of perfecting the Lien held by the other Agent.~~

~~(d) Each Agent shall not have by reason of the First Lien Documents, the Second Lien Documents, or this Intercreditor Agreement, or any other document, a fiduciary relationship in respect of the other Agent or any of the other Secured Parties and shall not have any liability to the other Agent or any other Secured Party in connection with its holding the Pledged Collateral, other than for its gross negligence or willful misconduct as determined by a final, non-appealable order of a court of competent jurisdiction.~~

~~6.2 Transfer of Pledged Collateral. Upon the Discharge of First Lien Debt, to the extent permitted under applicable law, First Lien Agent shall, without recourse or warranty, transfer the possession and control of the Pledged Collateral, if any, then in its possession or control to the Second Lien Agent (for the benefit of the Second Lien Secured Parties), except in the event and to the extent First Lien Agent or any other First Lien Secured Party has retained or otherwise acquired such Collateral (i) in full or partial satisfaction of any of the First Lien Debt, or (ii) as cash collateral as contemplated under clause (c) of the definition of "Discharge of First Lien Debt", such Collateral is sold or otherwise disposed of by First Lien Agent or any other First Lien Secured Party or by a Grantor as provided herein or it is otherwise required by any order of any court or other governmental authority or applicable law or would result in the risk of liability of First Lien Agent or any First Lien Secured Party to any third party. The foregoing provision shall not impose on First Lien Agent or any other First Lien Secured Party any obligations which would conflict with prior perfected claims therein in favor of any other person or any order or decree of any court or other governmental authority or any applicable law. In connection with any transfer described herein to Second Lien Agent, First Lien Agent agrees to take reasonable actions in its power (with all costs and expenses in connection therewith to be for the account of and to be paid by Grantors) as shall be reasonably requested by Second Lien Agent to permit Second Lien Agent to obtain, for the benefit of the Second Lien Secured Parties, a first priority Lien in the Pledged Collateral.~~

Section 6. [RESERVED]

Section 7. INSOLVENCY OR LIQUIDATION PROCEEDINGS

7.1 General Applicability. This Intercreditor Agreement shall be applicable both before and after the institution of any Insolvency or Liquidation Proceeding involving any Grantor, including, without limitation, the filing or application of any petition by or against any Grantor under the Bankruptcy Code or under any other Bankruptcy Law and all converted or subsequent

cases in respect thereof, and all references herein to any Grantor shall be deemed to apply to the trustee for such Grantor and such Grantor as debtor-in-possession. The relative rights of the First Lien Secured Parties and the Second Lien Secured Parties in or to any distributions from or in respect of any Collateral or proceeds of Collateral shall continue after the institution of any Insolvency or Liquidation Proceeding involving any Grantor, including, without limitation, the filing or application of any petition by or against any Grantor under the Bankruptcy Code or under any other Bankruptcy Law and all converted cases and subsequent cases, on the same basis as prior to the date of such institution, subject to any court order approving the financing of, or use of cash collateral by, any Grantor as debtor-in-possession, or any other court order affecting the rights and interests of the parties hereto not in conflict with this Intercreditor Agreement. This Intercreditor Agreement shall constitute a Subordination Agreement for the purposes of Section 510(a) of the Bankruptcy Code and shall be enforceable in any Insolvency or Liquidation Proceeding in accordance with its terms.

7.2 Bankruptcy Financing. If any Grantor becomes subject to any Insolvency or Liquidation Proceeding, until the Discharge of First Lien Debt has occurred, Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, agrees that:

(a) such Second Lien Secured Parties will raise no objection to, nor support any other Person objecting to, and will be deemed to have consented to, the use of any Collateral constituting cash collateral under Section 363 of the Bankruptcy Code, or any comparable provision of any other Bankruptcy Law or any post-petition or post-filing financing, provided by any First Lien Secured Party (or provided by any other Person and consented to by First Lien Agent) under Section 364 of the Bankruptcy Code, or any comparable provision of any other Bankruptcy Law or pursuant to an order granted in any Insolvency or Liquidation Proceeding granting a priority debtor-in-possession or interim financing charge (a "***DIP Financing***"), will not request or accept adequate protection or any other relief in connection with the use of such cash collateral or such DIP Financing ~~except as set forth in Section 7.4 below~~ and, to the extent the Liens securing the First Lien Debt are subordinated to or pari passu with such DIP Financing, will subordinate (and will be deemed hereunder to have subordinated) the Liens (if any) granted to such Second Lien Secured Parties to such DIP Financing on the same terms as such Liens are subordinated to the Liens granted to First Lien Agent hereunder (and such subordination will not alter in any manner the terms of this Intercreditor Agreement), to any adequate protection provided to the First Lien Secured Parties and to any "carve out" agreed to by First Lien Agent; provided, that:

(i) First Lien Agent does not oppose or object to such use of cash collateral or DIP Financing,

(ii) the DIP Financing (to the extent provided by a First Lien Secured Party, *provided* that the restrictions set forth in Section 10.4 hereof shall not apply with respect to any such DIP Financing) is treated as First Lien Debt hereunder,

(iii) the Liens granted to the First Lien Secured Parties in connection with DIP Financing provided by a First Lien Secured Party are subject to this Intercreditor Agreement and considered to be Liens of First Lien Agent for purposes hereof,

(iv) ~~Second Lien Agent retains a Lien on the Collateral (including proceeds thereof) with the same priority as existed prior to such Insolvency or Liquidation Proceeding (except to the extent of any "carve out" agreed to by First Lien Agent).~~[reserved],

(v) ~~Second Lien Agent receives replacement Liens on all post-petition or post-filing assets of any Grantor in which any of First Lien Agent obtains a replacement Lien, or which secure the DIP Financing, with the same priority relative to the Liens of First Lien Agent as existed prior to such Insolvency or Liquidation Proceeding~~[reserved], and

(vi) such Second Lien Secured Parties may oppose or object to such use of Cash Collateral or DIP Financing on the same bases as an unsecured creditor, so long as such opposition or objection is not based on the Second Lien Secured Parties' status as secured creditors ~~and in connection with such opposition or objection, the Second Lien Secured Parties affirmatively state that such Second Lien Secured Parties are undersecured secured creditors~~; and

(b) no such Second Lien Secured Party shall, directly or indirectly, provide, or seek to provide, DIP Financing secured by Liens equal or senior in priority to the Liens on the Collateral of First Lien Agent, without the prior written consent of First Lien Agent.

7.3 Relief from the Automatic Stay. Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, agrees that, so long as the Discharge of First Lien Debt has not occurred, no such Second Lien Secured Parties shall, without the prior written consent of First Lien Agent, seek or request relief from or modification of the automatic stay or any other stay proceedings in any Insolvency or Liquidation Proceeding in respect of any part of the Collateral, any proceeds thereof or any Lien securing any of the Second Lien Debt.

7.4 Adequate Protection.

(a) Second Lien Agent, on behalf of itself and the other Second Lien Secured Parties, agrees that none of them shall object, contest, or support any other Person objecting to or contesting, (i) any request by First Lien Agent or any of the other First Lien Secured Parties for adequate protection or any adequate protection provided to First Lien Agent or other First Lien Secured Parties or (ii) any objection by First Lien Agent or any of the other First Lien Secured Parties to any motion, relief, action or proceeding based on a claim of a lack of adequate protection or (iii) the payment of interest, fees, expenses or other amounts to First Lien Agent or any other First Lien Secured Party under Section 506(b) or 506(c) of the Bankruptcy Code or under any comparable provision of any other Bankruptcy Law.

(b) Second Lien Agent, on behalf of itself and the other Second Lien Secured Parties, agrees that none of them shall seek or accept adequate protection without the prior written consent of First Lien Agent~~; except, that, Second Lien Agent, for itself or on behalf of the other Second Lien Secured Parties, shall be permitted to obtain adequate protection in the form of the benefit of additional or replacement Liens on the Collateral (including proceeds thereof arising after the commencement of any Insolvency or Liquidation Proceeding), or additional or replacement collateral to secure the Second Lien Debt, in connection with any DIP Financing or use of cash collateral as provided for in Section 7.2 above, or in connection with any such adequate protection obtained by First Lien Agent and the other First Lien Secured Parties, as long as in each~~

~~case, First Lien Agent is also granted such additional or replacement Liens or additional or replacement collateral and such Liens of Second Lien Agent or such other Second Lien Secured Party are subordinated to the Liens securing the First Lien Debt to the same extent as the Liens of Second Lien Agent and such other Second Lien Secured Parties on the Collateral are subordinated to the Liens of First Lien Agent and the other First Lien Secured Parties hereunder and to obtain adequate protection in the form of reports, notices, inspection rights and similar forms of adequate protection to the extent granted to First Lien Agent~~.

7.5 Reorganization Securities. If, in any Insolvency or Liquidation Proceeding, debt obligations of any reorganized Grantor secured by Liens upon any property of such reorganized Grantor are distributed, pursuant to a proposal or plan of compromise, arrangement or reorganization whose effective date is after the date hereof, on account of both the First Lien Debt and any Second Lien Debt, then, ~~to the extent the debt obligations distributed on account of the First Lien Debt and on account of the Second Lien Debt are secured by Liens upon the same assets or property,~~ the provisions of this Intercreditor Agreement will survive the distribution of such debt obligations pursuant to such plan and will apply with like effect to the Liens securing such debt obligations.

7.6 Separate Classes. Each of the parties hereto irrevocably acknowledges and agrees that (a) the claims and interests of each of the First Lien Secured Parties and the Second Lien Secured Parties are not (and will not be) "substantially similar" within the meaning of Section 1122 of the Bankruptcy Code, or any comparable provision of any other Bankruptcy Law, (b) ~~the grants of the Liens to secure the First Lien Debt and the grants of the Liens to secure the Second Lien Debt, constitute (or will constitute) two separate and distinct grants of Liens~~[reserved], (c) the rights of the First Lien Secured Parties in the Collateral and the rights of the Second Lien Secured Parties in the Collateral are each fundamentally different from each other and (d) as a result of the foregoing, among other things, the First Lien Debt and the Second Lien Debt must be separately classified in any proposal or plan of compromise, arrangement or reorganization proposed or adopted in any Insolvency or Liquidation Proceeding.

7.7 Asset Dispositions. Until the Discharge of First Lien Debt has occurred, the Second Lien Secured Parties shall consent and not otherwise object to a sale or other disposition of any Collateral under the Bankruptcy Code, including Sections 363, 365 and 1129 or under any comparable provision of any other Bankruptcy Law, free and clear of any Liens thereon securing Second Lien Debt (and including any motion for bid or other procedures relating to such sale or disposition), if the First Lien Secured Parties have consented to such sale or other disposition (or such procedures) ~~so long as the net cash proceeds are applied (i) pursuant to court order such that the Liens of the Second Lien Secured Parties attach to the net proceeds of the Asset Sale with the same priority and validity as the Liens held by the Second Lien Secured Parties on such Collateral, and the Liens remain subject to the terms of this Intercreditor Agreement, or (ii) the proceeds of the Asset Sale are applied in accordance with Section 5.1(a) hereof~~. Nothing in this Section 7.7 shall preclude any Secured Party from seeking to be the purchaser, assignee or other transferee of any Collateral in connection with any such sale or other disposition of Collateral under any Bankruptcy Law. The Second Lien Secured Parties agree that the First Lien Secured Parties shall have the right to credit bid under Section 363(k) of the Bankruptcy Code or under any comparable provision of any other Bankruptcy Law with respect to, or otherwise object to any such sale or other disposition of, the Collateral.

7.8 Preference Issues. If any First Lien Secured Party is required in any Insolvency or Liquidation Proceeding or otherwise to turn over or otherwise pay to the estate of any Grantor any amount (a "***Recovery***"), then the First Lien Debt shall be reinstated to the extent of such Recovery and the First Lien Secured Parties shall be entitled to a Discharge of First Lien Debt with respect to all such recovered amounts. If this Intercreditor Agreement shall have been terminated prior to such Recovery, this Intercreditor Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto from such date of reinstatement.

7.9 Certain Waivers as to Section 1111(b)(2) of Bankruptcy Code. Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, waives any claim any Second Lien Secured Party may hereafter have against any First Lien Secured Party arising out of the election by any First Lien Secured Party of the application of Section 1111(b)(2) of the Bankruptcy Code, or any comparable provision of any other Bankruptcy Law. First Lien Agent, for itself and on behalf of the other First Lien Secured Parties, waives any claim any First Lien Secured Party may hereafter have against any such Second Lien Secured Party arising out of the election by any such Second Lien Secured Party of the application of Section 1111(b)(2) of the Bankruptcy Code or any comparable provision of any other Bankruptcy Law.

7.10 No Challenges to Claims. Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, agrees that no such Second Lien Secured Parties shall oppose or seek to challenge any claim by any First Lien Secured Party for allowance in any Insolvency or Liquidation Proceeding of any First Lien Debt, including those consisting of post-petition interest, fees or expenses. First Lien Agent, for itself and on behalf of the other First Lien Secured Parties, agrees that no First Lien Secured Party shall oppose or seek to challenge any claim by any Second Lien Secured Parties for allowance in any Insolvency or Liquidation Proceeding of any Second Lien Debt, including those consisting of post-petition interest, fees or expenses.

7.11 Other Bankruptcy Laws. In the event that an Insolvency or Liquidation Proceeding is filed in a jurisdiction other than the United States or is governed by any Bankruptcy Law other than the Bankruptcy Code, each reference in this Intercreditor Agreement to a section of the Bankruptcy Code shall be deemed to refer to the substantially similar or corresponding provision of the Bankruptcy Law applicable to such Insolvency or Liquidation Proceeding, or in the absence of any specific similar or corresponding provision of the Bankruptcy Law, such other general Bankruptcy Law as may be applied in order to achieve substantially the same result as would be achieved under each applicable section of the Bankruptcy Code.

Section 8. ~~SECOND LIEN SECURED PARTIES' PURCHASE OPTION~~[RESERVED]

~~8.1 Exercise of Option. Each of the Second Lien Secured Parties shall have the option at any time within thirty (30) days of a Triggering Event (the "***Purchase Option Period***") to purchase all (but not less than all) of the First Lien Debt from the First Lien Secured Parties. The Second Lien Secured Parties electing to purchase (the "***Purchasing Parties***") shall give at least five (5) Business Days written notice to First Lien Agent of their election to exercise such purchase option (the "***Purchase Option Notice***"). A Purchase Option Notice from such Purchasing Parties to First Lien Agent shall be irrevocable.~~

8.2 Purchase and Sale.

(a) On the date within the Purchase Option Period specified by the Purchasing Parties in the Purchase Option Notice (which shall not be less than five (5) Business Days, nor more than ten (10) Business Days, after the receipt by First Lien Agent of the Purchase Option Notice), the First Lien Secured Parties shall, subject to any required approval of any court or other regulatory or governmental authority then in effect, if any, sell to the Purchasing Parties, and the Purchasing Parties shall purchase from the First Lien Secured Parties, all of the First Lien Debt (the "***First Lien Debt Purchase***"). Notwithstanding anything to the contrary contained herein, in connection with any such purchase and sale, the First Lien Secured Parties shall retain all rights under the First Lien Documents to be indemnified or held harmless by Grantors in accordance with the terms thereof (the "***Retained First Lien Obligations***").

(b) In connection with the First Lien Debt Purchase, each First Lien Lender and each Purchasing Party shall execute and deliver an assignment and acceptance agreement pursuant to which, among other things, each First Lien Lender shall assign to each Purchasing Party, such First Lien Lender's pro rata share of the Commitments and First Lien Debt relating to the First Lien Debt Purchase. In addition to and not in limitation of the foregoing, (i) contemporaneously with the consummation of the First Lien Debt Purchase, First Lien Agent shall resign as the "Agent" under the First Lien Documents and Second Lien Agent (acting as collateral agent for the Purchasing Parties, subject to Second Lien Agent's prior written consent to act as "Agent" under the First Lien Documents, which it may withhold in its sole discretion) or such other Person as the Purchasing Parties shall designate, will be designated as the successor "Agent" under the First Lien Documents (the "***Purchasing Party Agent***"); and (ii) from and after the closing date of the First Lien Debt Purchase, each of the First Lien Lenders who execute and deliver an assignment and acceptance agreement with the Purchasing Parties (the "***Transferring Lenders***") shall continue to be, and shall have all rights and remedies of, a "Lender" under the First Lien Documents; except that each such Transferring Lender shall have no further obligation whatsoever to make any loans, advances or other financial accommodations to or for the benefit of any Grantor under any First Lien Documents. Subject to the other provisions of this Intercreditor Agreement, the Retained First Lien Obligations shall continue to be secured by the Collateral, the Retained First Lien Obligations shall be repaid, subject to Section 8.3(a)(iv) below, in accordance with the terms of the First Lien Loan Agreement and, subject to the terms of this Intercreditor Agreement, each Transferring Lender shall continue to have all rights and remedies of a Lender under the First Lien Loan Agreement and the other First Lien Documents. First Lien Agent hereby represents and warrants that, as of the date hereof, no approval of any court or other regulatory or governmental authority is required for the First Lien Debt Purchase. From and after the First Lien Debt Purchase, the Purchasing Party Agent and the other Second Lien Secured Parties for whom such Purchasing Party Agent is acting shall have the sole right to enforce all rights and remedies under the First Lien Documents and shall be permitted, notwithstanding anything to the contrary contained in Section 4.1 hereof, to immediately enforce any and all of its rights and remedies under the First Lien Documents and/or the Second Lien Documents.

8.3 Payment of Purchase Price.

(a) Upon the date of such purchase and sale, the Purchasing Parties shall pay to First Lien Agent for the account of the First Lien Secured Parties, as the purchase price, the full

amount of all of the First Lien Debt then outstanding and unpaid (including principal, interest, fees and expenses, including reasonable attorneys' fees and legal expenses), without duplication of amounts paid under clause (i), furnish cash collateral to First Lien Agent in such amounts as First Lien Agent determines is reasonably necessary to secure the First Lien Secured Parties in connection with (x) any issued and outstanding letters of credit issued under the First Lien Documents (but not in any event in an amount greater than one hundred five (105%) percent of the aggregate undrawn face amount of such letters of credit) and (y) any Bank Product Obligations, agree to reimburse the First Lien Secured Parties for any loss, cost, damage or expense (including reasonable attorneys' fees and legal expenses) in connection with any commissions, fees, costs or expenses related to any issued and outstanding letters of credit as described above and any checks or other payments provisionally credited to the First Lien Debt, and/or as to which the First Lien Secured Parties have not yet received final payment, and agree to reimburse the First Lien Secured Parties in respect of indemnification obligations of Grantors under the First Lien Documents as to matters or circumstances known to the First Lien Secured Parties and disclosed in writing to the Purchasing Party Agent (unless such disclosure is not permitted under applicable law) at the time of the purchase and sale which would reasonably be expected to result in any loss, cost, damage or expense (including reasonable attorneys' fees and legal expenses) to the First Lien Secured Parties.

(b) Such purchase price and cash collateral shall be remitted by wire transfer in federal funds to such bank account of First Lien Agent as First Lien Agent may designate in writing to the Purchasing Party Agent for such purpose. Interest shall be calculated to but excluding the Business Day on which such purchase and sale shall occur if the amounts so paid by the Purchasing Parties to the bank account designated by First Lien Agent are received in such bank account prior to 12:00 noon, New York City, New York time and interest shall be calculated to and including such Business Day if the amounts so paid by the Purchasing Parties to the bank account designated by First Lien Agent are received in such bank account later than 12:00 noon, New York City, New York time.

(c) Ninety (90) days after all letters of credit outstanding under the First Lien Documents have been cancelled with the consent of the beneficiary thereof, expired or have been fully drawn, any remaining cash collateral will be returned to the Purchasing Parties that exercised their option to purchase.

8.4 Representations Upon Purchase and Sale. Such purchase shall be expressly made without representation or warranty of any kind by the First Lien Secured Parties as to the First Lien Debt, the Collateral or otherwise and without recourse to the First Lien Secured Parties; except, that, each First Lien Secured Party shall represent and warrant, severally, as to it: the amount of the First Lien Debt being purchased from it are as reflected in the books and records of such First Lien Secured Party (but without representation or warranty as to the collectability, validity or enforceability thereof), that such First Lien Secured Party owns the First Lien Debt being sold by it free and clear of any Lien and such First Lien Secured Party has the right to assign the First Lien Debt being sold by it and the assignment by it is duly authorized.

8.5 Notice from First Lien Agent Prior to Enforcement Action. In the absence of an Exigent Circumstance (as defined below), First Lien Agent agrees that it will use commercially reasonable efforts to give Second Lien Agent five (5) Business Days prior written notice of its

~~intention to commence a Lien Enforcement Action, provided that First Lien Agent shall have no liability for failing to do so; and provided further that, absent Exigent Circumstances, if a Purchase Option Notice has been given, until the earlier of (i) 10 Business Days after the date of such notice and (ii) the expiration of the Purchase Option Period, the First Lien Secured Parties shall not commence any foreclosure or other action to sell or otherwise realize upon the Collateral; provided, that, the purchase and sale with respect to the First Lien Debt provided for herein shall have closed on or before the date set forth in the Purchase Option Notice. Notwithstanding the foregoing, if an Exigent Circumstance exists, First Lien Agent will use commercially reasonable efforts to give Second Lien Agent notice as soon as practicable and in any event contemporaneously with the taking of such action, *provided*, that First Lien Agent shall have no liability for failing to do so. As used herein "***Exigent Circumstance***" shall mean an event or circumstance that materially and imminently threatens the ability of First Lien Agent to realize upon all or a material portion of the Collateral, such as, without limitation, fraudulent removal, concealment, destruction (other than to the extent covered by insurance), material waste or absconding thereof.~~

Section 9. RELIANCE; WAIVERS; REPRESENTATIONS; ETC.

9.1 Reliance. The consent by the First Lien Secured Parties to the execution and delivery of the Second Lien Documents and the grant to Second Lien Agent, for and on behalf of itself and the other Second Lien Secured Parties, of a Lien on the Collateral and all loans and other extensions of credit made or deemed made on and after the date hereof by the First Lien Secured Parties to any Grantor shall be deemed to have been given and made in reliance upon this Intercreditor Agreement.

9.2 No Warranties or Liability.

(a) Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, acknowledges and agrees that each of First Lien Agent and the other First Lien Secured Parties have made no express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectability or enforceability of any of the First Lien Documents, the ownership of any Collateral or the perfection or priority of any Liens thereon. Second Lien Agent agrees, for itself and on behalf of the other Second Lien Secured Parties, that the First Lien Secured Parties will be entitled to manage and supervise their respective loans and extensions of credit under the First Lien Documents in accordance with law and as they may otherwise, in their sole discretion, deem appropriate, and the First Lien Secured Parties may manage their loans and extensions of credit without regard to any rights or interests that Second Lien Agent or any of the other Second Lien Secured Parties have in the Collateral or otherwise, except as otherwise provided in this Intercreditor Agreement. Neither First Lien Agent nor any of the other First Lien Secured Parties shall have any duty to Second Lien Agent or any of the other Second Lien Secured Parties to act or refrain from acting in a manner which allows, or results in, the occurrence or continuance of an event of default or default under any agreements with any Grantor (including the Second Lien Documents), regardless of any knowledge thereof which they may have or be charged with.

(b) First Lien Agent, for itself and on behalf of the other First Lien Secured Parties, acknowledges and agrees that Second Lien Agent and the other Second Lien Secured

Parties have made no express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectability or enforceability of any of the First Lien Documents, the ownership of any Collateral or the perfection or priority of any Liens thereon. First Lien Agent agrees, for itself and on behalf of the other First Lien Secured Parties, that the Second Lien Secured Parties will be entitled to manage and supervise their respective loans and notes under the Second Lien Documents in accordance with law and as they may otherwise, in their sole discretion, deem appropriate, and the Second Lien Secured Parties may manage their loans and notes without regard to any rights or interests that First Lien Agent or any of the other First Lien Secured Parties have in the Collateral or otherwise, except as otherwise provided in this Intercreditor Agreement. Second Lien Agent and the other Second Lien Secured Parties shall not have any duty to First Lien Agent or any of the other First Lien Secured Parties to act or refrain from acting in a manner which allows, or results in, the occurrence or continuance of an event of default or default under any agreements with any Grantor (including the First Lien Documents), regardless of any knowledge thereof which they may have or be charged with.

9.3 No Waiver of Lien Priorities. No right of First Lien Agent or any of the other First Lien Secured Parties to enforce any provision of this Intercreditor Agreement or any of the First Lien Documents shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of any Grantor or by any act or failure to act by First Lien Agent or any other First Lien Secured Party, or by any noncompliance by any Person with the terms, provisions and covenants of this Intercreditor Agreement, any of the First Lien Documents or any of the Second Lien Documents, regardless of any knowledge thereof which First Lien Agent or any of the other First Lien Secured Parties may have or be otherwise charged with.

9.4 Representations by Second Lien Secured Parties. Second Lien Agent, on behalf of the Second Lien Secured Parties, represents and warrants to First Lien Agent that:

(a) the execution, delivery and performance of this Intercreditor Agreement by Second Lien Agent (i) is within the powers of Second Lien Agent, (ii) has been duly authorized by the Second Lien Secured Parties and (iii) does not contravene any law, or any provision of any of the Second Lien Documents or any agreement to which Second Lien Agent is a party or by which it is bound;

(b) Second Lien Agent is duly authorized to enter into, execute, deliver and carry out the terms of this Intercreditor Agreement on behalf of the Second Lien Secured Parties; and

(c) this Intercreditor Agreement constitutes the legal, valid and binding obligations of Second Lien Agent, enforceable in accordance with its terms and shall be binding on Second Lien Agent and the Second Lien Secured Parties.

9.5 Representations by First Lien Secured Parties. First Lien Agent, on behalf of First Lien Secured Parties, hereby represents and warrants to Second Lien Agent that:

(a) the execution, delivery and performance of this Intercreditor Agreement by First Lien Agent (i) is within the powers of First Lien Agent, (ii) has been duly authorized by First

Lien Secured Parties, and (iii) does not contravene any law, any provision of the First Lien Documents or any agreement to which First Lien Agent is a party or by which it is bound;

(b) the First Lien Agent is duly authorized to enter into, execute, deliver and carry out the terms of this Intercreditor Agreement on behalf of the First Lien Secured Parties; and

(c) this Intercreditor Agreement constitutes the legal, valid and binding obligations of First Lien Agent, enforceable in accordance with its terms and shall be binding on First Lien Agent and First Lien Secured Parties.

9.6 Waivers. Notice of acceptance hereof, the making of loans, advances and extensions of credit or other financial accommodations to, and the incurring of any expenses by or in respect of, Grantors by First Lien Secured Parties, and presentment, demand, protest, notice of protest, notice of nonpayment or default and all other notices to which the Second Lien Secured Parties and Grantors are or may be entitled are hereby waived (except as expressly provided for herein or as to Grantors in the First Lien Documents). Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, also waives notice of, and hereby consents to: (a) subject to Section 10.4 hereof, any amendment, modification, supplement, renewal, restatement or extensions of time of payment of or increase or decrease in the amount of any of the First Lien Debt or to the First Lien Documents or any Collateral at any time granted to or held by First Lien Agent, (b) except as expressly set forth herein, the taking, exchange, surrender and releasing of Collateral at any time granted to or held by any First Lien Secured Parties or guarantees now or at any time held by or available to any First Lien Secured Parties for the First Lien Debt or any other person at any time liable for or in respect of the First Lien Debt, (c) except as expressly set forth herein, the exercise of, or refraining from the exercise of any rights against any Grantor or any Collateral at any time granted to or held by any First Lien Secured Parties, and/or (d) the settlement, compromise or release of, or the waiver of any default with respect to, any of the First Lien Debt. Any of the foregoing shall not, in any manner, affect the terms hereof or impair the obligations of the Second Lien Secured Parties hereunder. All of the First Lien Debt shall be deemed to have been made or incurred in reliance upon this Intercreditor Agreement.

Section 10. MISCELLANEOUS

10.1 Conflicts. In the event of any conflict between the provisions of this Intercreditor Agreement and the provisions of the First Lien Documents or the Second Lien Documents, the provisions of this Intercreditor Agreement shall govern.

10.2 Continuing Nature of this Intercreditor Agreement; Severability. This Intercreditor Agreement shall continue to be effective until the Discharge of First Lien Debt shall have occurred or the final payment in full in cash of the Second Lien Debt and the termination and release by each Second Lien Secured Party of any Liens to secure the Second Lien Debt. This Intercreditor Agreement is a continuing agreement of lien subordination and the First Lien Secured Parties may continue, at any time and without notice to Second Lien Agent or any other Second Lien Secured Party, to extend credit and other financial accommodations and lend monies to or for the benefit of any Grantor constituting First Lien Debt in reliance hereof. Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, hereby waives any right it may have under applicable law to revoke this Intercreditor Agreement or any of the provisions of this Intercreditor

Agreement. The terms of this Intercreditor Agreement shall survive, and shall continue in full force and effect, in any Insolvency or Liquidation Proceeding. Any provision of this Intercreditor Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10.3 When Discharge of First Lien Debt Deemed Not To Have Occurred. If substantially contemporaneously with the Discharge of First Lien Debt, Borrowers refinance indebtedness outstanding under the First Lien Documents, then after written notice to the Second Lien Agent, (a) the indebtedness and other obligations arising pursuant to such refinancing of the then outstanding indebtedness under the First Lien Documents shall automatically be treated as First Lien Debt for all purposes of this Intercreditor Agreement, including for purposes of the Lien priorities and rights in respect of Collateral set forth herein, (b) the credit agreement and the other loan documents evidencing such new indebtedness shall automatically be treated as the First Lien Loan Agreement and the First Lien Documents for all purposes of this Intercreditor Agreement and (c) the administrative agent under the new First Lien Loan Agreement shall be deemed to be First Lien Agent for all purposes of this Intercreditor Agreement, so long as, in each such case the new First Lien Agent agrees, on behalf of itself and the refinancing lenders, to be bound by the terms of this Intercreditor Agreement. Upon receipt of notice of such refinancing (including the identity of the new First Lien Agent), the Second Lien Agent shall promptly enter into such documents and agreements (including amendments or supplements to this Intercreditor Agreement) as Borrowers or the new First Lien Agent may reasonably request in order to provide to the new First Lien Agent the rights of First Lien Agent contemplated hereby.

10.4 Amendments to First Lien Documents. ~~(a) Without the prior written consent of Second Lien Agent, no First Lien Document may be amended, supplemented or otherwise modified, and no new First Lien Document may be entered into, to the extent such amendment, supplement, modification or new document would do any one or more of the following:~~

~~(i) increase the "Applicable Margins" or similar component of the interest rate under the First Lien Loan Agreement in a manner that would result in the total yield on the First Lien Debt (excluding any Revolving B Advances (as defined in the First Lien Loan Agreement)) to exceed by more than two (2%) percent per annum the total yield on the First Lien Debt that is calculated as if the highest rate under the definition of "Applicable Margin" (as defined in the First Lien Loan Agreement as of the First Amendment Effective Date (as defined in the First Lien Loan Agreement) applicable to such First Lien Debt were in effect (excluding increases resulting from the accrual or payment of interest at the default rate or increases in the underlying reference rate (other than increases to any "floor" or minimum level of such reference rate)), or (2) increase the "Applicable Margins" or similar component of the interest rate under the First Lien Loan Agreement in a manner that would result in the total yield on the Revolving B Advances (as defined in the First Lien Loan Agreement) to exceed twelve percent (12%) per annum (excluding increases resulting from the accrual or payment of interest at the default rate),~~

~~(ii) modify or add any covenant or event of default under the First Lien Documents that directly restricts Grantors from making payments of any Second Lien Debt that would otherwise be permitted under the First Lien Documents, as in effect on the date hereof,~~

~~(iii) other than in connection with any DIP Financing, subject to the terms of Section 7.2, or as otherwise permitted in the First Lien Documents, as in effect on the date hereof, contractually subordinate the Liens of the First Lien Secured Parties to any other debt of Grantors, or~~

~~(iv) contravene the provisions of this Intercreditor Agreement,~~(b) For the avoidance of doubt, the First Lien Agent and the First Lien Secured Parties may amend, supplement or otherwise modify the First Lien Documents and enter into new First Lien Documents, in each case, without the consent of Second Lien Agent, without incurring any liabilities to Second Lien Agent or any other Second Lien Secured Party and without impairing or releasing the Lien priorities and other benefits provided in this Intercreditor Agreement (even if any right of subrogation or other right or remedy of Second Lien Agent or any other Second Lien Secured Party is affected, impaired or extinguished thereby), including without limitation any of the following:

(i) ~~except to the extent expressly set forth in clause (a) above,~~ change the manner, place or terms of payment or change or extend the time of payment of, or amend, renew, exchange, increase or alter, the terms of any of the First Lien Debt or any Lien on any Collateral or guaranty thereof or any liability of any Grantor, or any liability incurred directly or indirectly in respect thereof (including any increase in or extension of the First Lien Debt, without any restriction as to the amount, tenor or terms of any such increase or extension) or otherwise amend, renew, exchange, extend, modify or supplement in any manner any Liens held by First Lien Agent or any of the other First Lien Secured Parties, the First Lien Debt or any of the First Lien Documents,

(ii) sell, exchange, release, surrender, realize upon, enforce or otherwise deal with in any manner and in any order any part of the Collateral or any liability of any Grantor to First Lien Agent or any of the other First Lien Secured Parties, or any liability incurred directly or indirectly in respect thereof in accordance with the terms hereof,

(iii) settle or compromise any of the First Lien Debt or any other liability of any Grantor or any security therefor or any liability incurred directly or indirectly in respect thereof and apply any sums by whomsoever paid and however realized to any liability (including the First Lien Debt) in any manner or order except to the extent that such proceeds are to be applied in accordance with Section 5.1, and

(iv) exercise or delay in or refrain from exercising any right or remedy against any Grantor or any other Person, elect any remedy and otherwise deal freely with any Grantor or any Collateral and any security and any guarantor or any liability of any Grantor to any of the First Lien Secured Parties or any liability incurred directly or indirectly in respect thereof.

10.5 Amendments to Second Lien Documents. Without the prior written consent of First Lien Agent, no Second Lien Document may be amended, supplemented or otherwise modified, and no new Second Lien Document may be entered into, to the extent such amendment, supplement or other modification or new document would:

(a) contravene the provisions of this Intercreditor Agreement,

(b) increase the interest rate under any Second Lien Documents in a manner that would cause the total cash pay yield on the Second Lien Debt to exceed by more than two percent (2%) the total cash pay yield on the relevant Second Lien Debt as in effect on the date of the Second Lien Documents (excluding increases resulting from the accrual of interest at the default rate),

(c) change to earlier dates any scheduled dates for payment of principal of or interest on Second Lien Debt,

(d) change any default or event of default provisions set forth in the Second Lien Documents in a manner adverse to the Grantors or the First Lien Secured Parties,

(e) modify or add any covenant or event of default under the Second Lien Documents that restricts Grantors from making payments of any First Lien Debt,

(f) change the prepayment provisions set forth in the Second Lien Documents to increase the amount of any required prepayment, or

(g) add ~~to the~~or accept any Collateral for the Second Lien Debt~~ other than as specifically provided by this Intercreditor Agreement~~.

10.6 Amendments; Waivers. No amendment, modification or waiver of any of the provisions of this Intercreditor Agreement by Second Lien Agent or First Lien Agent shall be deemed to be made unless the same shall be in writing signed on behalf of the party making the same or its authorized agent and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the parties making such waiver or the obligations of the other parties to such party in any other respect or at any other time. The Grantors shall not have any right to consent to or approve any amendment, modification or waiver of any provision of this Intercreditor Agreement except to the extent that such amendment or modification (i) amends or modifies any of the covenants or obligations of any Grantor hereunder in a manner adverse to such Grantor or (ii) imposes any new obligation on any Grantor.

10.7 Subrogation; Marshalling. Until the Discharge of First Lien Debt, the Second Lien Secured Parties agree that they shall not exercise any rights of subrogation in respect of any payments or distributions received by the First Lien Secured Parties nor shall they be entitled to any assignment of any First Lien Debt or Second Lien Debt or of any Collateral for or guarantees or evidence of any thereof. Following the Discharge of First Lien Debt, each First Lien Secured Party agrees to execute such documents, agreements, and instruments as any Second Lien Secured Party may reasonably request to evidence the transfer by subrogation to any such Person of an interest in the First Lien Debt resulting from payments or distributions to such First Lien Secured Party by such Person. Until the Discharge of First Lien Debt, Second Lien Agent agrees not to assert and hereby waives, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or otherwise claim the benefit of, any marshalling, appraisal, valuation or other similar right that may otherwise be available under applicable law with respect to the Collateral or any other similar rights a junior secured creditor may have under applicable law.

10.8 Consent to Jurisdiction; Waivers. The parties hereto consent to the jurisdiction of the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York and consent that all service of process may be made by registered mail directed to such party as provided in Section 10.9 below for such party. Service so made shall be deemed to be completed three (3) days after the same shall be posted as aforesaid. **The parties hereto waive any objection to any action instituted hereunder based on forum non conveniens, and any objection to the venue of any action instituted hereunder. Each of the parties hereto waives any right it may have to trial by jury in respect of any litigation based on, or arising out of, under or in connection with this Intercreditor Agreement, any First Lien Document or any Second Lien Document, or any course of conduct, course of dealing, verbal or written statement or action of any party hereto.**

10.9 Notices. All notices to the Second Lien Secured Parties and the First Lien Secured Parties permitted or required under this Intercreditor Agreement may be sent to Second Lien Agent and First Lien Agent, respectively. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, electronically mailed or sent by courier service, facsimile transmission or U.S. mail and shall be deemed to have been given when delivered in person or by courier service, upon receipt of a facsimile transmission or electronic mail or five (5) Business Days after deposit in the U.S. mail (registered or certified, with postage prepaid and properly addressed). For the purposes hereof, the addresses of the parties hereto shall be as set forth below or, as to each party, at such other address as may be designated by such party in a written notice to all of the other parties.

First Lien Agent:

If to Agent or PNC at:

PNC Bank, National Association
200 South Wacker Drive, Suite 600
Chicago, Illinois 60606

| | |
|---|---|
| Attention: | Account Manager – A.M. Castle |
| Telephone: | (312) 454-2935 |
| Facsimile: | (312) 454-2919 |

with copies to:

Goldberg Kohn Ltd.
55 East Monroe, Suite 3300
Chicago, Illinois 60603

| | |
|---|---|
| Attention: | Danielle Juhle, Esq. and Jeffrey Dunlop, Esq. |
| Telephone: | (312) 201-4000 |
| Facsimile: | (312) 863-7831 |

| | |
|---|---|
| Second Lien Agent: | Wilmington Savings Fund Society, FSB<br>500 Delaware Avenue, 11th Floor<br>Wilmington, Delaware 19801<br>Attention: ~~Patrick Healy~~Geoffrey J. Lewis<br>Facsimile: (302) 421-9137 |
| with copies to (which shall not constitute notice): | Ropes & Gray LLP<br><br>1211 Avenue of the Americas<br>New York, New York 10036-8704<br>Attention: Mark R. Somerstein<br>Facsimile: (646) 728-1663 |

10.10 Further Assurances.

(a) Each Agent agrees that it shall take such further action and shall execute and deliver to each other Agent such additional documents and instruments (in recordable form, if requested) as any such Agent may reasonably request to effectuate the terms of and the lien priorities contemplated by this Intercreditor Agreement.

(b) Upon the Discharge of First Lien Debt, First Lien Agent agrees to provide written notice thereof to Second Lien Agent ("***Discharge of First Lien Debt Notice***"). First Lien Agent covenants and agrees to provide such Discharge of First Lien Debt Notice to Second Lien Agent within five (5) Business Days after the Discharge of First Lien Debt, *provided* that First Lien Agent shall have no liability for failure to do so. Upon the Discharge of Second Lien Debt, Second Lien Agent agrees to provide written notice thereof to First Lien Agent. Second Lien Agent covenants and agrees to provide such notice to First Lien Agent within five (5) Business Days after the Discharge of Second Lien Debt, *provided* that Second Lien Agent shall have no liability for failure to do so.

10.11 Governing Law. The validity, construction and effect of this Intercreditor Agreement shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or any other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York.

10.12 Binding on Successors and Assigns.

(a) This Intercreditor Agreement shall be binding upon First Lien Agent, the other First Lien Secured Parties, Second Lien Agent, the other Second Lien Secured Parties, Grantors and their respective permitted successors and assigns.

(b) In connection with any participation or other transfer or assignment, a First Lien Secured Party or a Second Lien Secured Party (i) may disclose to such assignee, participant or other transferee or assignee all documents and information which such Person now or hereafter may have relating to Grantors or the Collateral and (ii) shall disclose to such participant or other transferee or assignee the existence and terms and conditions of this Intercreditor Agreement. In the case of an assignment or transfer, the assignee or transferee acquiring the First Lien Debt or

the Second Lien Debt, as the case may be, shall execute and deliver to First Lien Agent or Second Lien Agent, as the case may be, a written acknowledgement of receipt of a copy of this Intercreditor Agreement and the written agreement by such Person to be bound by the terms of this Intercreditor Agreement.

10.13 Specific Performance. First Lien Agent may demand specific performance of this Intercreditor Agreement. Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense which might be asserted to bar the remedy of specific performance in any action which may be brought by First Lien Agent.

10.14 Section Titles; Time Periods. The section titles contained in this Intercreditor Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of this Intercreditor Agreement.

10.15 Counterparts. This Intercreditor Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Intercreditor Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Intercreditor Agreement. Any party delivering an executed counterpart of this Intercreditor Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Intercreditor Agreement.

10.16 Authorization. By its signature, each Person executing this Intercreditor Agreement on behalf of a party hereto represents and warrants to the other parties hereto that it is duly authorized to execute this Intercreditor Agreement.

10.17 No Third Party Beneficiaries. This Intercreditor Agreement and the rights and benefits hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns and shall inure to the benefit of each of the holders of First Lien Debt and Second Lien Debt. No Grantor or other Person shall have or be entitled to assert rights or benefits hereunder.

10.18 No Second Lien Collateral Agent Duties or Waiver. Second Lien Agent shall have no duties or obligations except those expressly set forth herein and in the Second Lien Documents to which it is a party. Without limiting the generality of the foregoing, the Second Lien Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or an Event of Default has occurred and is continuing;

(b) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the Second Lien Documents that Second Lien Agent is required to exercise as directed in writing by the requisite Second Lien Holders in accordance with the Indenture; provided that Second Lien Agent shall not, except as set forth herein, be required to take any action that, in its opinion or the

opinion of its counsel, may expose such Second Lien Agent to liability or that is contrary to the Second Lien Documents to which it is a party, applicable law or court or administrative order;

(c) shall not, except as expressly set forth in this Intercreditor Agreement and in the Second Lien Documents to which it is a party, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to any Grantor or any of their Subsidiaries or any of their respective affiliates that is communicated to or obtained by the Person serving as Second Lien Agent or any of its affiliates in any capacity;

(d) shall be deemed not to have knowledge of any Default or Event of Default under any First Lien Documents unless and until written notice describing such Default or Event Default and stating that such notice is a "notice of default" is given to such Second Lien Agent by the First Lien Agent, for and on behalf of itself and the other Second Lien Secured Parties; and

(e) shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Intercreditor Agreement or any First Lien Document, (ii) the contents of any certificate, report, instrument, letter, notice, or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Intercreditor Agreement, any First Lien Documents or any other agreement, instrument or document, or the validity, attachment, creation, perfection, priority or enforceability of any Lien purported to be created by the First Lien Documents, (v) the value or the sufficiency of any Collateral for First Lien Debt or (vi) the satisfaction of any condition set forth in any First Lien Documents, other than to confirm receipt of items expressly required to be delivered to Second Lien Agent.

Nothing in this Intercreditor Agreement shall be construed to operate as a waiver by Second Lien Agent, with respect to any First Lien Secured Parties, any Grantor, any Guarantor, or any other Second Lien Secured Parties, of the benefit of any rights, privileges, immunities, exculpations, indemnities, or reliance rights contained in the Second Lien Documents and the Second Lien Agent shall be entitled to all such rights, privileges, immunities, exculpations, indemnities, or reliance rights in connection with the execution of this Intercreditor Agreement and in taking or omitting to take any actions hereunder, including, without limitation, exculpation from any liability for any action taken or not taken by it (a) with the consent or at the request of the requisite Second Lien Holders in accordance with the Indenture, (b) in the absence of its own gross negligence or willful misconduct as determined by a court of competent jurisdiction in a final and non-appealable decision, or (c) in reliance on an Officers' Certificate and/or Opinion of Counsel (as each such term is defined in the Indenture) stating that such action is permitted by the terms of this Intercreditor Agreement. For all purposes of this Intercreditor Agreement, Second Lien Agent may (i) rely in good faith, as to matters of fact, on any representation of fact believed by Second Lien Agent to be true (without any duty of investigation) and that is contained in a written certificate, report, instrument, letter, notice, or other document from the First Lien Agent or any authorized representative of any First Lien Secured Parties and (ii) assume in good faith (without any duty of investigation), and rely upon, the genuineness, due authority, validity, and accuracy of any certificate, instrument, notice, letter, or other document believed by it in good faith to be genuine and presented by the proper person. First Lien Agent and each of the other First Lien

Secured Parties expressly acknowledge that the subordination and related agreements set forth herein by Second Lien Agent are made solely in its capacity as collateral agent and indenture trustee under the Second Lien Documents to which it is a party with respect to the Second Lien Debt issued thereunder and are not made by Second Lien Agent in its individual capacity.

**[SIGNATURE PAGES FOLLOW]**

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

FIRST LIEN AGENT:

PNC Bank, National Association, as First Lien Agent

By: _____
Name: _____
Title: _____

SECOND LIEN AGENT:

Wilmington Savings Fund Society, FSB, as Second Lien Agent

By: _____
Name: _____
Title: _____

**ACKNOWLEDGMENT AND AGREEMENT**

Each of the undersigned hereby acknowledges and agrees to the representations, terms and provisions of the annexed Intercreditor Agreement among PNC Bank, National Association, in its capacity as agent for the First Lien Secured Parties (in such capacity, the "First Lien Agent") and Wilmington Savings Fund Society, FSB, in its capacities as indenture trustee and collateral agent for the Second Lien Secured Parties (in such capacities, "Second Lien Agent"). By its signature below, each of the undersigned agrees that it will, together with its successors and assigns, be bound by the provisions hereof.

Each of the undersigned agrees that any Secured Party holding Collateral does so as gratuitous bailee and sub-collateral agent (under the UCC or PPSA) for the other and is hereby authorized to and may turn over to such other Secured Party upon request therefore any such Collateral, after all obligations and indebtedness of the undersigned to the bailee Secured Party have been fully paid and performed.

Each of the undersigned acknowledges and agrees that: (i) although it may sign this Intercreditor Agreement, it is not a party hereto and does not and will not receive any right, benefit, priority or interest under or because of the existence of the foregoing Agreement, (ii) in the event of a breach by the undersigned of any of the terms and provisions contained in the foregoing Intercreditor Agreement, such a breach shall constitute a First Lien Event of Default and a Second Lien Event of Default, (iii) three Business Days prior to the making of any Second Lien Interest Payment in cash or any Second Lien Other Payment, it shall deliver, or cause to be delivered, to the First Lien Agent and the Second Lien Agent the compliance certificate(s) required pursuant to clause (b) of the definition of "Permitted Second Lien Payments" or pursuant to the definition of "Second Lien Interest Payment Conditions", as applicable, (iv) on the date of the making of any Second Lien Interest Payment in cash or any Second Lien Other Payment, it shall deliver, or cause to be delivered, to the First Lien Agent the compliance certificate(s) required pursuant to clause (b) of the definition of "Permitted Second Lien Payments" or pursuant to the definition of "Second Lien Interest Payment Conditions", as applicable, certifying that the applicable conditions were satisfied as of such payment date, and (v) it will execute and deliver such additional documents and take such additional action as may be necessary or desirable in the opinion of any Secured Party to effectuate the provisions and purposes of the foregoing Intercreditor Agreement. Each of the undersigned further acknowledges and agrees that, in the event that a compliance certificate is delivered to the First Lien Agent and the Second Lien Agent three Business Days prior to the making of the applicable payment that certifies that the applicable payment is permitted under the Intercreditor Agreement, but the compliance certificate delivered to the First Lien Agent on the applicable payment date, as required hereby, demonstrates that the applicable payment would not be permitted, such event shall constitute an immediate Event of Default under the First Lien Documents.

**[SIGNATURE PAGE FOLLOWS]**

**GRANTORS:**

**A.M. CASTLE & CO.**

By: _____
Name: _____
Title: _____

**TOTAL PLASTICS, INC.**

By: _____
Name: _____
Title: _____

**HY-ALLOY STEELS COMPANY**

By: _____
Name: _____
Title: _____

**KEYSTONE TUBE COMPANY, LLC**

By: _____
Name: _____
Title: _____

**KEYSTONE SERVICE, INC.**

By: _____
Name: _____
Title: _____

**A.M. CASTLE & CO. (CANADA) INC.**

By: _____
Name: _____
Title: _____

**CASTLE METALS DE MEXICO, S.A. DE C.V.**

By: _____
Name: _____
Title: _____

**CASTLE METALS DE MEXICALI, S.A. DE C.V.**

By: _____
Name: _____
Title: _____

**AMENDMENT NO. 2**
**TO REVOLVING CREDIT AND SECURITY AGREEMENT**

This AMENDMENT NO. 2 TO REVOLVING CREDIT AND SECURITY AGREEMENT (this "Amendment") is dated as of March 27, 2020 and is entered into by and among A. M. Castle & Co., a Maryland corporation ("Castle"), Total Plastics, Inc., a Michigan corporation ("Plastics"), HY-Alloy Steels Company, a Delaware corporation ("HY-Alloy"), Keystone Tube Company, LLC, a Delaware limited liability company ("Keystone Tube"), and Keystone Service, Inc., an Indiana corporation ("Keystone Service"; together with Castle, Plastics, HY-Alloy and Keystone Tube, "Borrowers" and each a "Borrower"), the Guarantors party hereto, the Lenders party hereto and PNC BANK, NATIONAL ASSOCIATION, as administrative agent and collateral agent for all of the Lenders ("Agent").

**W I T N E S S E T H:**

WHEREAS, Borrowers, the other Loan Parties from time to time party thereto, Agent and the lenders from time to time party thereto (the "Lenders") are parties to that certain Revolving Credit and Security Agreement dated as of August 31, 2017 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms not otherwise defined herein have the definitions provided therefor in the Credit Agreement); and

WHEREAS, Borrowers, Agent and the Lenders have agreed to amend the Credit Agreement to, among others, permit the 2020 Exchange (as defined in the Credit Agreement as amended hereby), subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual conditions and agreements set forth in the Credit Agreement and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Amendments**. Subject to the satisfaction of the conditions set forth in Section 2 below, and in reliance on the representations and warranties contained in Section 3 below, the Credit Agreement is hereby amended as follows:

(a) the Credit Agreement is hereby amended as set forth in the conformed amended copy of the Credit Agreement attached as Exhibit A hereto; and

(b) Schedules 4.5 (Location of Equipment and Inventory), 4.15(h) (Accounts) and 5.26 (Commercial Tort Claims) to the Credit Agreement are hereby amended and restated in their entirety as set forth in the applicable Schedule attached as Exhibit B hereto.

2. **Conditions to Effectiveness**. The effectiveness of this Amendment is subject to the prior or concurrent consummation of each of the following conditions:

(a) Agent shall have received a fully executed copy of this Amendment executed by each Borrower, each other Loan Party and each Lender, together with executed copies of each of the agreements, documents, certificates and other items set forth on the Closing Checklist attached hereto as Exhibit C;

(b) the 2020 Exchange shall have been consummated substantially concurrent with the effectiveness of this Amendment;

(c) Agent shall have received payment of all fees and expenses required to be paid by any Loan Party as of the date hereof to the extent required by Section 16.9 of the Credit Agreement; and

(d) no Default or Event of Default shall have occurred and be continuing.

3. **Representations and Warranties**. To induce Agent and the Lenders to enter into this Amendment, each Loan Party represents and warrants to Agent and the Lenders as of the date hereof that:

(a) the execution, delivery and performance of this Amendment has been duly authorized by all requisite limited liability company or corporate action, as applicable, on the part of such Loan Party and that this Amendment has been duly executed and delivered by such Loan Party;

(b) this Amendment constitutes the legal, valid and binding obligation of such Loan Party enforceable in accordance with their terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally; and

(c) each of the representations and warranties made by such Loan Party in or pursuant to the Credit Agreement and the Other Documents is true and correct in all material respects (except to the extent any such representation or warranty expressly relates only to any earlier and/or specified date) on and as of the date hereof as if made on and as of the date hereof (except to the extent any such representation or warranty expressly relates only to any earlier and/or specified date).

4. **Release**. Each Loan Party hereby absolutely and unconditionally releases and forever discharges Agent and the Lenders, and any and all participants, parent corporations, subsidiary corporations, affiliated corporations, insurers, indemnitors, successors and assigns thereof, together with all of the present and former directors, officers, agents and employees of any of the foregoing, from any and all claims, demands or causes of action of any kind, nature or description, whether arising in law or equity or upon contract or tort or under any state or federal law or otherwise, which any Loan Party has had, now has or has made claim to have against any such person for or by reason of any act, omission, matter, cause or thing whatsoever arising from the beginning of time to and including the date of this Amendment, whether such claims, demands and causes of action are matured or unmatured or known or unknown.

5. **Severability**. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

6. **Acknowledgment of Guarantors; Reaffirmation; References**. Each Guarantor hereby acknowledges that Borrowers, Agent and the Lenders have amended the Credit Agreement by this Amendment, and such Guarantor acknowledges that Agent and the Lenders would not amend the Credit Agreement in the absence of the agreements of such Guarantor contained herein. Each Guarantor hereby consents to this Amendment, agrees that its obligations under the applicable Guaranty shall not be diminished as a result of the execution of this Amendment and confirms that the applicable Guaranty to which it is a party is in full force and effect. Each Loan Party hereby reaffirms its obligations under each Other Document to which it is a party (including, without limitation, each applicable Canadian Security Document and Mexican Security Document), in each case as amended, supplemented or modified prior to or as of the date hereof. Without limiting the foregoing, each Loan Party hereby reaffirms its pledge, assignment and grant of a Lien on the Collateral to Agent, on behalf of itself and the other Lenders, to secure the prompt payment and performance of the Obligations. Any reference to the Credit Agreement contained in any document, instrument or Other Document executed in connection with the Credit Agreement shall be deemed to be a reference to the Credit Agreement as modified by this Amendment.

7. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall be one and the same instrument. Receipt by telecopy or electronic mail (including email transmission of a PDF image) of any executed signature page to this Amendment shall constitute effective deliver of such signature page.

8. **Ratification**. The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions of the Credit Agreement and shall not be deemed to be a consent to the modification or waiver of any other term or condition of the Credit Agreement. Except as expressly modified and superseded by this Amendment, the terms and provisions of the Credit Agreement and the Other Documents are ratified and confirmed and shall continue in full force and effect.

9. **Governing Law**. This Amendment, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective duly authorized officers on the date first written above.

BORROWERS:

A. M. CASTLE & CO.
TOTAL PLASTICS, INC.
HY-ALLOY STEELS COMPANY
KEYSTONE TUBE COMPANY, LLC
KEYSTONE SERVICE, INC.

Each By: /s/ Jeremy Steele
Name: Jeremy Steele
Title: Secretary

GUARANTORS:

A. M. CASTLE & CO. (CANADA) INC.

Each By: /s/ Jeremy Steele
Name: Jeremy Steele
Title: Secretary

CASTLE METALS DE MEXICO, S.A. DE C.V.
CASTLE METALS DE MEXICALI, S.A. DE C.V.

Each By: /s/ Patrick R. Anderson
Name: Patrick R. Anderson
Title: Attorney-in-Fact

AGENT AND LENDERS:

PNC BANK, NATIONAL ASSOCIATION,
as Agent and the sole Lender

Each By: /s/ Dennis W. Cloud
Name: Dennis W. Cloud
Title: Vice President

Exhibit A

Amended Credit Agreement

**REVOLVING CREDIT**

**AND**

**SECURITY AGREEMENT**

**PNC BANK, NATIONAL ASSOCIATION**

**(AS LENDER AND AS ADMINISTRATIVE AND COLLATERAL AGENT)**

**AND**

**SUCH OTHER LENDERS WHICH ARE NOW OR HEREAFTER A PARTY HERETO**

**WITH**

**A. M. CASTLE & CO., A MARYLAND CORPORATION, AND THE OTHER BORROWERS (AS DEFINED HEREIN)**

**(AS BORROWERS)**

**AND**

**THE GUARANTORS PARTY HERETO**

**(AS GUARANTORS)**

**August 31, 2017**

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**REVOLVING CREDIT**
**AND**
**SECURITY AGREEMENT**

Revolving Credit and Security Agreement dated August 31, 2017, among A. M. Castle & Co., a Maryland corporation ("Castle"), Total Plastics, Inc., a Michigan corporation ("Plastics"), HY-Alloy Steels Company, a Delaware corporation ("HY-Alloy"), Keystone Tube Company, LLC, a Delaware limited liability company ("Keystone Tube"), and Keystone Service, Inc., an Indiana corporation ("Keystone Service"), the other borrowers from time to time party hereto (together with Castle, Plastics, HY-Alloy, Keystone Tube and Keystone Service, the "Borrowers" and each a "Borrower"), the Guarantors (as hereinafter defined) from time to time party hereto, the financial institutions which are now or which hereafter become a party hereto (collectively, the "Lenders" and individually a "Lender") and PNC Bank, National Association ("PNC"), as administrative and collateral agent for the Lenders (PNC, in such capacity, the "Agent").

WHEREAS, Borrowers have requested that Lenders provide a senior-secured revolving credit facility (the "Revolving Facility") to Borrowers in order to (i) fund certain of Borrowers' ongoing working capital and capital expenditure needs, (ii) enable Borrowers to repay the obligations under the DIP Credit Agreement (as defined below) and certain other existing indebtedness in accordance with Borrowers' exit from bankruptcy, and (iii) pay fees and expenses related to the transactions contemplated hereby;

WHEREAS, the Lenders are willing to make available to Borrowers loans, other extensions of credit and financial accommodations upon the terms and subject to the terms and conditions set forth herein.

IN CONSIDERATION of the mutual covenants and undertakings herein contained, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Borrowers, Lenders and Agent hereby agree as follows:

I. DEFINITIONS.

1.1 Accounting Terms.

As used in this Agreement, the Other Documents or any certificate, report or other document made or delivered pursuant to this Agreement, accounting terms not defined in Section 1.2 or elsewhere in this Agreement and accounting terms partly defined in Section 1.2 to the extent not defined shall have the respective meanings given to them under GAAP; provided, however that, whenever such accounting terms are used for the purposes of determining compliance with financial covenants in this Agreement, such accounting terms shall be defined in accordance with GAAP as applied in preparation of the audited financial statements of Borrowers for the fiscal year ended December 31, 2016. If there occurs after the Closing Date any change in GAAP that affects in any respect the calculation of any covenant contained in this Agreement or the definition of any term defined under GAAP used in such calculations, subject to applicable "fresh-start" accounting principles (or similar treatments), Agent, Lenders and Borrowers shall negotiate in good faith to amend the provisions of this Agreement that relate to

the calculation of such covenants with the intent of having the respective positions of Agent, Lenders and Borrowers after such change in GAAP conform as nearly as possible to their respective positions as of the Closing Date, provided, that, until any such amendments have been agreed upon, the covenants in this Agreement shall be calculated as if no such change in GAAP had occurred and Borrowers shall provide additional financial statements or supplements thereto, attachments to Compliance Certificates and/or calculations regarding financial covenants as Agent may reasonably require in order to provide the appropriate financial information required hereunder with respect to Borrowers both reflecting any applicable changes in GAAP and as necessary to demonstrate compliance with the financial covenants before giving effect to the applicable changes in GAAP. Notwithstanding anything to the contrary, any lease that is treated as an operating lease for purposes of GAAP as of December 14, 2018 shall not be treated as Indebtedness or as a Capitalized Lease Obligation and shall continue to be treated as an operating lease (and any future lease, if it were in effect on December 14, 2018, that would be treated as an operating lease for purposes of GAAP as of December 14, 2018 shall be treated as an operating lease), in each case for purposes of this Agreement or any documented related thereto, notwithstanding any actual or proposed change in GAAP after December 14, 2018.

1.2 General Terms.

For purposes of this Agreement the following terms shall have the following meanings:

"2017 Intercreditor Agreement" shall mean that certain Intercreditor and Subordination Agreement, dated as of the Closing Date, by and among Agent and 2017 Indenture Agent, as amended, supplemented, restated, or otherwise modified from time to time.

"2017 Indenture Agent" shall mean Wilmington Savings Fund Society, FSB, in its capacity as Trustee and Collateral Agent for the holders of the 2017 Indenture Debt.

"2017 Indenture Debt" shall mean the obligations under the "Notes" as defined in the 2017 Indenture and any other Indebtedness incurred from time to time under the 2017 Indenture Documents to the extent such Indebtedness and any Liens securing such Indebtedness are incurred in accordance with the 2017 Intercreditor Agreement.

"2017 Indenture Documents" shall mean the 2017 Indenture, the other "Notes Documents" as defined in the 2017 Indenture and the 2017 Intercreditor Agreement.

"2017 Indenture" shall mean that certain Indenture dated as of the Closing Date, among Company, the guarantors party thereto, and 2017 Indenture Agent, as amended, supplemented, or otherwise modified from time to time.

"2020 Exchange" shall mean the exchange of all or a portion of the 2017 Indenture Debt outstanding thereunder, in exchange for the Junior Lien Debt and Equity Interests of Castle substantially concurrent with the Second Amendment and in accordance with the 2020 Exchange S-4.

"2020 Exchange S-4" shall mean that certain Form S-4 Registration Statement filed by Castle with the Securities and Exchange Commission on February 27, 2020.

"Acceptances" shall mean any existing and future drafts as to which any Borrower or beneficiary under a Letter of Credit is the drawer, which are processed and accepted for payment by Agent or another Lender acceptable to the Agent in its absolute discretion.

"Accountants" shall have the meaning set forth in Section 9.7 hereof.

"Advance Rates" shall have the meaning set forth in Section 2.1(a)(y)(iii) hereof.

"Advances" shall mean and include all advances hereunder in respect of the Revolving Advances, the Acceptances, the Letters of Credit and the Swing Loans.

"Affiliate" shall mean, when used with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified; provided that, for purposes of Section 7.6 and the definition of "Eligible Receivables", the term "Affiliate" shall also include any Person that directly or indirectly owns 10% or more of any class of the Equity Interests of the Person specified or that is an officer or director of the Person specified.

"Agent" shall have the meaning set forth in the preamble to this Agreement and shall include its successors and assigns.

"Agreement" shall mean this Revolving Credit and Security Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Agreement Value" shall mean, for each Hedging Agreement, on any date of determination, the maximum aggregate amount (giving effect to any netting agreements) that the applicable Borrower or the applicable Subsidiary would be required to pay if such Hedging Agreement was terminated on such date.

"Alternate Base Rate" shall mean, for any day, a rate per annum equal to the highest of (i) the Base Rate in effect on such day, (ii) the Federal Funds Open Rate in effect on such day plus one half of one percent (0.5%), and (iii) the Daily LIBOR Rate plus one percent (1%). For purposes of this definition, "Daily LIBOR Rate" shall mean, for any day, the rate per annum determined by Agent by dividing (x) the Published Rate by (y) a number equal to 1.00 minus the percentage prescribed by the Federal Reserve for determining the maximum reserve requirements with respect to any eurocurrency funding by banks on such day, but in no event shall the Daily LIBOR Rate be less than zero. For the purposes of this definition, "Published Rate" shall mean the rate of interest published each Business Day in The Wall Street Journal "Money Rates" listing under the caption "London Interbank Offered Rates" for a one month period (or, if no such rate is published therein for any reason, then the Published Rate shall be the eurodollar rate for a one month period as published in another publication determined by Agent).

"Anti-Terrorism Laws" shall mean any Applicable Laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering or bribery, and any regulation, order, or directive promulgated, issued or enforced pursuant to such Applicable Laws, all as amended, supplemented or replaced from time to time.

"Applicable Laws" shall mean all laws, rules and regulations applicable to the Person, conduct, transaction, covenant, Other Document or contract in question, including all applicable common law and equitable principles; all provisions of all applicable state, provincial, federal and foreign constitutions, statutes, rules, regulations, treaties, directives and orders of any Governmental Body, and all applicable orders, judgments and decrees of all courts and arbitrators.

"Applicable Letter of Credit and Acceptance Fee Percentage" shall mean the Applicable Margin for Eurodollar Rate Loans for Revolving A Advances.

"Applicable Margin" shall mean (a) for Revolving A Advances and Swing Loans, a percent per annum equal to (i) 3.00% with respect to Eurodollar Rate Loans and (ii) 2.00% with respect to Domestic Rate Loans, and (b) for Revolving B Advances, a percent per annum equal to 12.0% ; provided, that, solely with respect to Revolving A Advances and Swing Loans, (i) commencing on the first day of the first calendar quarter following the Applicable Margin Toggle Date, if such date occurs, and through and including the date immediately prior to the first Adjustment Date (as defined below), Applicable Margin shall be the applicable percent per annum set forth in the pricing table below corresponding to the Average Daily Excess Availability for the most recently completed calendar month prior to the first day of the first calendar quarter following the Applicable Margin Toggle Date and (ii) thereafter on the first day of each subsequent calendar quarter (each such day, an "Adjustment Date") Applicable Margin shall be the applicable percent per annum set forth in the pricing table below corresponding to the Average Daily Excess Availability for the most recently completed calendar month prior to the applicable Adjustment Date:

| Tier | Average Daily Excess Availability | Applicable Eurodollar Rate Margin | Applicable Domestic Rate Margin |
|---|---|---|---|
| I | greater than 66⅔% of the Maximum Revolving A Advance Amount | 2.00% | 1.00% |
| II | greater than 33⅓% of the Maximum Revolving A Advance Amount and less than or equal to the greater of 66⅔% of the Maximum Revolving A Advance Amount | 2.25% | 1.25% |

| Tier | Average Daily Excess Availability | Applicable Eurodollar Rate Margin | Applicable Domestic Rate Margin |
|---|---|---|---|
| III | less than or equal to 33⅓% of the Maximum Revolving A Advance Amount | 2.50% | 1.50% |

"Applicable Margin Toggle Date" shall mean the date upon which the Fixed Charge Coverage Ratio, calculated for the four fiscal quarters most recently ended for which financial statements have been delivered pursuant to Section 9.7 or 9.8, is greater than or equal to 1.00 to 1.00.

"Applicant Borrower" shall have the meaning set forth in Section 2.26 hereof.

"Application Date" shall have the meaning set forth in Section 2.5(b) hereof.

"Approved Electronic Communication" shall mean each notice, demand, communication, information, document and other material transmitted, posted or otherwise made or communicated by e-mail, E-Fax, the StuckyNet System©, or any other equivalent electronic service agreed to by Agent, whether owned, operated or hosted by Agent, any Lender, any of their Affiliates or any other Person, that any party is obligated to, or otherwise chooses to, provide to Agent pursuant to this Agreement or any Other Document, including any financial statement, financial and other report, notice, request, certificate and other information material; provided that Approved Electronic Communications shall not include any notice, demand, communication, information, document or other material that Agent specifically instructs a Person to deliver in physical form.

"Authorized Officer" shall mean, with respect to any Loan Party, the chief executive officer, president, or chief financial officer, or such other individuals designated by written notice to Agent as authorized to execute notices, reports and other documents on behalf of the Loan Parties, as required hereunder.

"Availability Block" shall mean Ten Million Dollars ($10,000,000.00); *provided* that the Availability Block will be reduced to Zero ($0.00) upon Agent's receipt of audited financial statements for the year ending December 31, 2018, or any unaudited quarterly financial statements or audited annual statements thereafter, evidencing positive Consolidated Net Income for the Borrowers and their Subsidiaries for the period of twelve (12) months then ended.

"Average Daily Excess Availability" shall mean, for any calendar month, an amount equal to the average daily Excess Availability during such calendar month.

"Banker's Acceptance Rate" shall mean with respect to any Acceptance hereunder, a discount charge (calculated with respect to the face amount of such Acceptance on the basis of a 360-day year for the number of days from the date such Acceptance is accepted by

the accepting bank (the "Acceptance Date") to its maturity date) at a rate per annum equal to the sum of (a) the discount rate in the New York banker's acceptance market on the Acceptance Date as determined by the accepting bank in its sole discretion, plus (b) the Applicable Letter of Credit and Acceptance Fee Percentage.

"Bankruptcy Code" shall mean Title 11 of the United States Code entitled "Bankruptcy", as now and hereafter in effect, or any successor statute.

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

"Base Rate" shall mean the base commercial lending rate of PNC as publicly announced to be in effect from time to time, such rate to be adjusted automatically, without notice, on the effective date of any change in such rate. This rate of interest is determined from time to time by PNC as a means of pricing some loans to its customers and is neither tied to any external rate of interest or index nor does it necessarily reflect the lowest rate of interest actually charged by PNC to any particular class or category of customers of PNC.

"Beneficial Owner/Controlling Party" shall mean, for each Borrower, each of the following: (a) each individual, if any, who, directly or indirectly, owns 25% or more of such Borrower's Equity Interests, if applicable; and (b) a single individual with significant responsibility to control, manage, or direct such Borrower.

"Board of Directors" shall mean, with respect to any Person, (i) in the case of any corporation, the board of directors of such person, (ii) in the case of any limited liability company, the board of managers of such Person or, if there is none, the Board of Directors of the managing member of such Person, (iii) in the case of a partnership, the Board of Directors of the general partner of such Person and (iv) in the case of any other Person, the functional equivalent of any of the foregoing.

"Borrower" or "Borrowers" shall have the meaning set forth in the preamble to this Agreement and shall extend to all permitted successors and assigns of such Persons.

"Borrowers on a Consolidated Basis" shall mean the consolidation in accordance with GAAP of the accounts or other items of Borrowers and their respective Subsidiaries.

"Borrowers' Account" shall have the meaning set forth in Section 2.7.

"Borrowing Agent" shall mean Castle.

"Borrowing Base Certificate" shall mean a certificate in substantially the form of Exhibit 1.2(a) duly executed by the President, Chief Financial Officer, Treasurer, Assistant Treasurer or Controller of Borrowing Agent and delivered to Agent, appropriately completed, by which such officer shall certify to Agent the Formula Amount and calculation thereof as of the date of such certificate.

"Business Day" shall mean any day other than a Saturday, Sunday or day on which banks in New York City or East Brunswick, New Jersey are authorized or required by law

to close; provided that, when used in connection with a Eurodollar Rate Loan, the term "Business Day" shall also exclude any day on which banks are not open for dealings in Dollar deposits in the London interbank market.

"Canadian Anti-Terrorism or Sanctions Laws" means the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), Part II.1 of the Criminal Code (Canada), the United Nations Act (Canada), the Special Economic Measures Act (Canada), the Freezing Assets of Corrupt Foreign Officials Act (Canada), the Export and Import Permits Act (Canada) and any regulations issued under any of the foregoing.

"Canadian Benefit Plan" shall mean any plan, fund, program, or policy, whether oral or written, formal or informal, funded or unfunded, insured or uninsured, providing material employee benefits, including medical, hospital care, dental, sickness, accident, disability, life insurance, pension, retirement or savings benefits, under which any Loan Party has any liability with respect to any employee or former employee in Canada, but excluding any Canadian Pension Plans.

"Canadian Blocked Person" shall mean any Person that is a "Designated Person," "Politically Exposed Foreign Person," or "Terrorist Group" as described in any Canadian Anti-Terrorism or Sanctions Law.

"Canadian Defined Benefit Plan" shall mean a Canadian Pension Plan for the purposes of any applicable pension benefits standards statute or regulation in Canada which contains a "defined benefit provision" as defined in subsection 147.1(1) of the *Income Tax Act* (Canada).

"Canadian Dollar" and the sign "CDN$" shall mean lawful money of Canada.

"Canadian Loan Party" shall mean Castle Canada and each other Loan Party that is organized or incorporated under the laws of Canada or any province or territory thereof, and "Canadian Loan Parties" means all such Persons, collectively.

"Canadian Pension Plan" shall mean a pension plan that is covered by the applicable pension standards laws of any jurisdiction in Canada including the *Pension Benefits Act* (Ontario) (or a similar legislation of any other Canadian jurisdiction) and the *Income Tax Act* (Canada) and that is either (a) maintained or sponsored by any Loan Party for employees or former employees in Canada or (b) maintained pursuant to a collective bargaining agreement, or other arrangement under which more than one employer makes contributions and to which a Loan Party is making or accruing an obligation to make contributions or has within the preceding five years made or accrued such contributions with respect to employees or former employees in Canada and that, for greater certainty, does not include the Canada Pension Plan or the Quebec Pension Plan as maintained by the Government of Canada or the Province of Quebec, respectively.

"Canadian Pension Termination Event" shall mean (a) the withdrawal of any Loan Party from a Canadian Defined Benefit Plan which is "multi-employer pension plan", as defined under applicable pension standards legislation, during a plan year; or (b) the filing of a notice of intent to terminate in whole or in part a Canadian Defined Benefit Plan or the filing of

an amendment with the applicable Governmental Body which terminates a Canadian Defined Benefit Plan, in whole or in part, or the treatment of an amendment as a termination or partial termination of a Canadian Defined Benefit Plan; or (c) the institution of proceedings by any Governmental Body to terminate a Canadian Defined Benefit Plan in whole or in part or have a replacement administrator or trustee appointed to administer a Canadian Defined Benefit Plan; or (d) any other event or condition or declaration or application which could reasonably be expected to constitute grounds for the termination or winding up of a Canadian Defined Benefit Plan, in whole or in part, or the appointment by any Governmental Body of a replacement administrator or trustee to administer a Canadian Defined Benefit Plan.

"Canadian Priority Payables Reserve" shall mean, with respect to any Canadian Loan Party, a reserve established in Agent's Permitted Discretion with respect to (a) all obligations, liabilities or indebtedness which (i) have a trust, deemed trust or statutory Lien imposed to provide for payment or a Lien, choate or inchoate, ranking or capable of ranking senior to or pari passu with Liens securing the Obligations on any Collateral under any Applicable Law or (ii) have a right imposed to provide for payment ranking or capable of ranking senior to or pari passu with the Obligations under any Applicable Law, including, but not limited to, claims for unremitted and/or accelerated rents, utilities, taxes (including sales taxes and goods and services taxes and harmonized sales taxes and withholding taxes), amounts payable to an insolvency administrator, wages and vacation pay (including under the *Wage Earner Protection Program Act* (Canada)), employee withholdings or deductions, severance and termination pay, workers' compensation obligations, government royalties and pension fund obligations (including any amounts representing any unfunded liability, solvency deficiency or wind-up deficiency with respect to any Canadian Defined Benefit Plan) and (b) amounts owing to suppliers in respect of Inventory which Agent, in good faith, and on a reasonable basis, considers is or may be subject to retention of title by a supplier (other than a Loan Party) or a right of a supplier (other than a Loan Party) to recover possession thereof, where such supplier's right has priority over the Liens securing the Obligations, including, without limitation, Inventory subject to a right of a supplier (other than a Loan Party) to repossess goods pursuant to Section 81.1 of the *Bankruptcy and Insolvency Act* (Canada) or any other Applicable Laws granting revendication or similar rights to unpaid suppliers or any similar laws of Canada or any other applicable jurisdiction.

"Canadian Security Documents" shall mean (i) the Canadian Security Agreement executed by Castle Canada in favor of the Agent, dated as of the Closing Date, (ii) the Canadian Guarantee executed by Castle Canada in favor of the Agent, dated as of the Closing Date, and (iii) any other security or guarantee agreements executed by the Canadian Loan Parties as Guarantors hereunder, each as modified, amended, restated, or supplemented from time to time.

"Capital Expenditures" shall mean expenditures made or liabilities incurred for the acquisition of any fixed assets or improvements (or of any replacements or substitutions thereof or additions thereto) which have a useful life of more than one year and which, in accordance with GAAP, would be classified as capital expenditures. Capital Expenditures shall include the total principal portion of Capitalized Lease Obligations.

"Capitalized Lease Obligation" of any Person shall mean the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right

to use) real or personal property, or a combination thereof, which obligations are required to be classified and accounted for as capital leases on a balance sheet of such Person under GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP; provided that, notwithstanding anything to the contrary, any lease that is treated as an operating lease for purposes of GAAP as of December 14, 2018 shall not be treated as Indebtedness or as a Capitalized Lease Obligation and shall continue to be treated as an operating lease (and any future lease, if it were in effect on December 14, 2018, that would be treated as an operating lease for purposes of GAAP as of December 14, 2018 shall be treated as an operating lease), in each case for purposes of this Agreement or any documented related thereto, notwithstanding any actual or proposed change in GAAP after December 14, 2018.

"Cases" shall mean the cases of the Domestic Loan Parties jointly administered under chapter 11 of the Bankruptcy Code pending before the Bankruptcy Court, bearing case number 17-11330 (LSS) and any superseding chapter 7 case or cases.

"Cash Dominion Period" shall have the meaning set forth in Section 4.15(h)(i) hereof.

"Cash Equivalents" shall mean (a) any readily-marketable securities (i) issued by, or directly, unconditionally and fully guaranteed or insured by the United States federal government or (ii) issued by any agency of the United States federal government, the obligations of which are fully backed by the full faith and credit of the United States federal government, (b) any readily-marketable direct obligations issued by any other agency of the United States federal government, any state of the United States or any political subdivision of any such state or any public instrumentality thereof, in each case having a rating of at least "A-1" from S&P or at least "P-1" from Moody's, (c) any commercial paper rated at least "A-1" by S&P or "P-1" by Moody's and issued by any Person organized under the laws of any state of the United States, (d) any Dollar-denominated time deposit, insured certificate of deposit, overnight bank deposit or banker's acceptance issued or accepted by (i) any Lender or (ii) any commercial bank that is (A) organized under the laws of the United States, any state thereof or the District of Columbia, (B) "adequately capitalized" (as defined in the regulations of its primary federal banking regulators) and (C) has Tier 1 capital (as defined in such regulations) in excess of $250,000,000, (e) shares of any United States money market fund that (i) has substantially all of its assets invested continuously in the types of investments referred to in clause (a), (b), (c) or (d) above with maturities as set forth in the proviso below, (ii) has net assets in excess of $500,000,000 and (iii) has obtained from either S&P or Moody's the highest rating obtainable for money market funds in the United States (provided, however, that the maturities of all obligations specified in any of clauses (a), (b), (c) or (d) above shall not exceed 365 days) and (f) investments by any Foreign Subsidiaries in any foreign equivalents of a type of investment referred to in clause (a), (b), (c) or (d) above, provided that, (i) investments described in this clause (f) by any Foreign Subsidiary shall be limited to (1) securities issued by a country that is a member nation of the Organization of Economic Cooperation and Development or by issuers formed under the laws of such a country, or (2) in the case of Foreign Subsidiaries operating in countries that are not member nations of the Organization of Economic Cooperation and Development, investments customarily used by corporations for cash management purposes in such jurisdictions in the ordinary course of business of such corporations and (ii) in the case of investments equivalent to clause (a), the issuer has an investment grade sovereign debt rating from S&P or Moody's.

"Cash Management Liabilities" shall have the meaning provided in the definition of "Cash Management Products and Services."

"Cash Management Products and Services" shall mean agreements or other arrangements under which Agent or any Lender or any Affiliate of Agent or a Lender provides any of the following products or services to any Loan Party: (a) credit cards; (b) credit card processing services; (c) debit cards and stored value cards; (d) commercial cards; (e) ACH transactions; and (f) cash management and treasury management services and products, including without limitation controlled disbursement accounts or services, lockboxes, automated clearinghouse transactions, overdrafts, and interstate depository network services. The indebtedness, obligations and liabilities of any Loan Party to the provider of any Cash Management Products and Services (including all obligations and liabilities owing to such provider in respect of any returned items deposited with such provider) (the "Cash Management Liabilities") shall be "Obligations" hereunder and otherwise treated as Obligations for purposes of this Agreement and each of the Other Documents, but only so long as such provider (if not PNC or an Affiliate of PNC) has notified Agent in writing of such Cash Management Products and Services within ten (10) days of entering into such agreement or arrangement, secured by the Collateral.

"Castle Canada" shall mean A. M. Castle & Co. (Canada) Inc., a corporation existing under the laws of British Columbia.

"Castle Mexicali" shall mean Castle Metals de Mexicali, S.A. de C.V., a *sociedad anónima de capital variable* organized under the laws of Mexico.

"Castle Mexico" shall mean Castle Metals de Mexico, S.A. de C.V., *sociedad anónima de capital variable* organized under the laws of Mexico

"CEA" shall mean the Commodity Exchange Act (7 U.S.C. §1 et seq.), as amended from time to time, and any successor statute.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq.

"Certificate of Beneficial Ownership/Controlling Party" shall mean, for each Borrower, a certificate in form and substance acceptable to Agent in its sole discretion, certifying, among other things, the Beneficial Owner/Controlling Party of such Borrower.

"CFTC" shall mean the Commodity Futures Trading Commission.

"Change in Law" shall mean the occurrence, after the Closing Date, of any of the following: (a) the adoption or taking effect of any Applicable Law; (b) any change in any Applicable Law or in the administration, implementation, interpretation or application thereof by any Governmental Body; or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Body; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines, interpretations or directives thereunder or issued in connection therewith (whether or not having the force of

Applicable Law) and (y) all requests, rules, regulations, guidelines, interpretations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities (whether or not having the force of law), in each case pursuant to Basel III, shall in each case be deemed to be a Change in Law regardless of the date enacted, adopted, issued, promulgated or implemented.

"Change of Control" shall mean: (a) any person or group of persons (within the meaning of Section 13(d) or 14(a) of the Exchange Act), other than the Original Owners, shall have acquired beneficial ownership (within the meaning of Rule 13d-3 promulgated by the SEC under the Exchange Act) of 50% or more of the voting Equity Interests of Castle; (b) during any period of 12 consecutive months, a majority of the members of the board of directors of Castle cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first day of such period, (ii) whose election or nomination to that board was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least a majority of that board, (iii) whose election or nomination to that board was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least a majority of that board (excluding, in the case of both clause (ii) and clause (iii), any individual whose initial nomination for, or assumption of office as, a member of that board or equivalent governing body occurs as a result of solicitation of proxies or consents for the election or removal of one or more directors by any person or group by or on behalf of the board of directors); or (iv) whose election or nomination to that board or equivalent governing body was authorized under and took place in accordance with the Stockholders Agreement; or (c) the occurrence of any event (whether in one or more transactions) which results in Castle, directly or indirectly, failing to own one hundred (100%) percent of the Equity Interests (on a fully diluted basis) of each other Loan Party.

"CIP Regulations" shall have the meaning set forth in Section 14.11 hereof.

"Closing Date" shall mean August 31, 2017.

"Code" shall mean the Internal Revenue Code of 1986, as the same may be amended or supplemented from time to time, and any successor statute of similar import, and the rules and regulations thereunder, as from time to time in effect.

"Collateral" shall mean and include all right, title and interest of each Loan Party in all of the following property and assets of such Loan Party, in each case, whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located:

(a) all Receivables and all supporting obligations relating thereto;

(b) all Equipment and fixtures;

(c) all General Intangibles;

(d) all Inventory;

(e) all Investment Property;

(f) all Real Property;

(g) all Subsidiary Stock;

(h) (i) 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 Loan Party's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin, reclamation and repurchase; (iii) all additional amounts due to any Loan Party from any Customer relating to the Receivables; (iv) other property, including warranty claims, relating to any goods securing the Obligations; (v) all of each Loan Party's contract rights, rights of payment which have been earned under a contract right, instruments (including promissory notes), documents, chattel paper (including electronic chattel paper), warehouse receipts, deposit accounts, letters of credit and cash; (vi) all commercial tort claims (whether now existing or hereafter arising); (vii) if and when obtained by any Loan Party, all real and personal property of third parties in which such Loan Party has been granted a lien or security interest as security for the payment or enforcement of Receivables; (viii) all letter of credit rights (whether or not the respective letter of credit is evidenced by a writing); (ix) all supporting obligations; and (x) any other goods, personal property or real property now owned or hereafter acquired in which any Loan Party has expressly granted a security interest or may in the future grant a security interest to Agent hereunder, or in any amendment or supplement hereto or thereto, or under any other agreement between Agent and any Loan Party;

(i) all of each Loan Party's ledger sheets, ledger cards, files, correspondence, records, books of account, business papers, computers, computer software (owned by such Loan Party or in which it has an interest), computer programs, tapes, disks and documents relating to (a), (b), (c), (d), (e), (f), (g), or (h) of this Paragraph;

(j) all proceeds and products of (a), (b), (c), (d), (e), (f), (g), (h), and (i) in whatever form, including, but not limited to: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements, documents, eminent domain proceeds, condemnation proceeds and tort claim proceeds, and property and assets of the Loan Parties described on Schedule 5.26 attached hereto;

in each case, other than Excluded Property. It is the intention of the parties that if Agent shall fail to have a perfected Lien in any particular property or assets of any Loan Party for any reason whatsoever, but the provisions of this Agreement and/or of the Other Documents, together with all financing statements and other public filings relating to Liens filed or recorded by Agent against Borrowers, would be sufficient to create a perfected Lien in any property or assets that such Loan Party may receive upon the sale, lease, license, exchange, transfer or disposition of such particular property or assets, then all such "proceeds" of such particular property or assets shall be included in the Collateral as original collateral that is the subject of a direct and original grant of a security interest as provided for herein and in the Other Documents (and not merely as

proceeds (as defined in Article 9 of the Uniform Commercial Code) in which a security interest is created or arises solely pursuant to Section 9-315 of the Uniform Commercial Code).

"Commitments" mean the Swing Loan Commitment and the Revolving Commitment.

"Commitment Transfer Supplement" shall mean a document in the form of Exhibit 16.3 hereto, properly completed and otherwise in form and substance satisfactory to Agent by which the Purchasing Lender purchases and assumes a portion of the obligation of Lenders to make Advances (other than Swing Loans) under this Agreement.

"Compliance Certificate" shall mean a compliance certificate in the form attached hereto as Exhibit 1.2(c) to be signed by the President, Chief Financial Officer, Treasurer, Assistant Treasurer or Controller of Borrowing Agent, which shall state that, based on an examination sufficient to permit such officer to make an informed statement, no Default or Event of Default exists, or if such is not the case, specifying such Default or Event of Default, its nature, when it occurred, whether it is continuing and the steps being taken by Loan Parties with respect to such default and, such certificate shall have appended thereto calculations which set forth Loan Parties' compliance with the requirements or restrictions imposed by Sections 6.2 (including a calculation of the Fixed Charge Coverage Ratio, whether or not a Covenant Testing Period is then in effect) and 6.12.

"Confirmation Hearing" means the hearing(s) before the Bankruptcy Court under Section 1128 of the Bankruptcy Code at which the Debtors (as defined in the Confirmed Plan) seek entry of the Confirmation Order.

"Confirmation Order" means that certain Order Approving the Debtors' Disclosure Statement For, and Confirming, the Debtors' Amended Prepackaged Joint Chapter 11 Plan of Reorganization, (D.I. 244), entered in the Cases on August 2, 2017.

"Confirmed Plan" shall mean that certain Debtors' Prepackaged Joint Chapter 11 Plan of Reorganization, Case No. 17-11330, Docket No. 16, as amended, modified or supplemented, confirmed by the Confirmation Order.

"Connection Income Taxes" shall mean Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Consigned Inventory" shall mean Inventory of any Loan Party that is in the possession of another Person on a consignment, sale or return, or other basis that does not constitute a final sale and acceptance of such Inventory.

"Consolidated Net Income" means, with respect to Borrowers on a Consolidated Basis for any period, the aggregate of the Net Income of such Borrowers on a Consolidated Basis for such period determined in accordance with GAAP; provided that:

(1) the Net Income (but not loss) of any such Borrower or Subsidiary or that is accounted for by the equity method of accounting will be included only to the

extent of the amount of dividends or similar distributions paid in cash to the specified Person;

(2) the Net Income of any such Borrower or Subsidiary will be excluded to the extent that the declaration or payment of dividends or similar distributions by that Borrower or Subsidiary of that Net Income is not at the date of determination permitted without any prior governmental approval (that has not been obtained) or, directly or indirectly, by operation of the terms of its charter or any agreement, instrument, judgment, decree, order, statute, rule or governmental regulation applicable to that Person or its stockholders;

(3) the cumulative effect of a change in accounting principles will be excluded;

(4) gains and losses due solely to fluctuations in currency values and the related tax effects determined in accordance with GAAP for such period will be excluded;

(5) non-cash compensation charges or other non-cash expenses or charges arising from the grant of or issuance or re-pricing of stock, stock options or other equity-based awards to the directors, officers and employees of the Borrowers and Subsidiaries will be excluded;

(6) any non-cash impairment charge or asset write-off under GAAP and the amortization of intangibles arising under GAAP will be excluded;

(7) gains, losses, charges or expenses due to (i) the early extinguishment of indebtedness or (ii) the application of “fresh-start” accounting (or similar accounting treatments), in each case, will be excluded; and

(8) gains, losses, charges or expenses due to fair value measurements of assets and liabilities under Accounting Standards Codification Topic 815, “Derivatives and Hedging”, or under Accounting Standards Codification Topic 820, “Fair Value Measurements and Disclosures” will be excluded.

"Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and the terms "Controlling" and "Controlled" shall have meanings correlative thereto.

"Controlled Account Bank" shall have the meaning set forth in Section 4.15(h).

"Covenant Testing Period" shall mean the period commencing on the last day of the most recent fiscal month ending on or prior to the date that Liquidity falls below $12,500,000 for five consecutive Business Days and ending on the first day thereafter that Liquidity has exceeded $12,500,000 for sixty (60) consecutive days.

"Covered Entity" shall mean (a) each Borrower, each of Borrowers' Subsidiaries, all Guarantors and all pledgors of Collateral and (b) each Person that, directly or indirectly, is in control of a Person described in clause (a) above. For purposes of this definition, control of a Person shall mean the direct or indirect (x) ownership of, or power to vote, 25% or more of the issued and outstanding equity interests having ordinary voting power for the election of directors of such Person or other Persons performing similar functions for such Person, or (y) power to direct or cause the direction of the management and policies of such Person whether by ownership of equity interests, contract or otherwise.

"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 Loan Party, pursuant to which such Loan Party is to deliver any personal property or perform any services.

"Customs" shall have the meaning set forth in Section 2.10(b) hereof.

"Debt Payments" shall mean and include all cash actually expended by the Borrowers on a Consolidated Basis to make (a) interest payments on any Advances hereunder, *plus* (b) payments for all fees, commissions and charges set forth herein and with respect to any Advances (other than the fees, commissions and charges payable in connection with the transactions contemplated by (i) the First Amendment and (ii) Section 6.22 of this Agreement), *plus* (c) capitalized lease payments, plus (d) payments with respect to any other Indebtedness for borrowed money.

"Debtor Relief Laws" shall mean the Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada), the Winding-Up and Restructuring Act (Canada), and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States, Canada, or other applicable jurisdictions from time to time in effect, including any corporate law or other law of any jurisdiction permitting a debtor to obtain a stay or a compromise of the claims of its creditors generally against it.

"Default" shall mean an event, circumstance or condition which, with the giving of notice or passage of time or both, would constitute an Event of Default.

"Default Rate" shall have the meaning set forth in Section 3.1(b) hereof.

"Defaulting Lender" shall mean any Lender that: (a) has failed, within two (2) Business Days of the date required to be funded or paid, to (i) fund any portion of its Revolver Commitment Percentage of Advances, (ii) if applicable, fund any portion of its Participation Commitment in Letters of Credit or Swing Loans or (iii) pay over to Agent, Issuer, Swing Loan Lender or any Lender any other amount required to be paid by it hereunder, unless, in the case of clause (i) above, such Lender notifies Agent in writing that such failure is the result of such Lender's good faith determination that a condition precedent to funding (specifically identified and including a particular Default or Event of Default, if any) has not been satisfied; (b) has

notified Borrowers or Agent in writing, or has made a public statement to the effect, that it does not intend or expect to comply with any of its funding obligations under this Agreement (unless such writing or public statement indicates that such position is based on such Lender's good faith determination that a condition precedent (specifically identified and including a particular Default or Event of Default, if any) to funding a loan under this Agreement cannot be satisfied) or generally under other agreements in which it commits to extend credit; (c) has failed, within two (2) Business Days after request by Agent, acting in good faith, to provide a certification in writing from an authorized officer of such Lender that it will comply with its obligations (and is financially able to meet such obligations) to fund prospective Advances and, if applicable, participations in then outstanding Letters of Credit and Swing Loans under this Agreement, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon Agent's receipt of such certification in form and substance satisfactory to the Agent; (d) has become the subject of an Insolvency Event; or (e) has failed at any time to comply with the provisions of Section 2.19(d) with respect to purchasing participations from the other Lenders, whereby such Lender's share of any payment received, whether by setoff or otherwise, is in excess of its pro rata share of such payments due and payable to all of the Lenders.

"Deposit Account Control Agreement" shall have the meaning set forth in Section 4.15(h)(ii).

"Depository Accounts" shall have the meaning set forth in Section 4.15(h)(ii) hereof

"Designated Lender" shall have the meaning set forth in Section 16.2(b) hereof.

"DIP Credit Agreement" means that certain Debtor-in-Possession Revolving Credit and Security Agreement, dated as of June 10, 2017, by and among Borrower, the lenders identified on the signature pages thereof and Agent.

"Disqualified Equity Interests" shall mean any Equity Interest that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable (other than as a result of a change of control or asset sale so long as any rights of holders thereof upon the occurrence of such change of control or asset sale are subject to the prior payment and satisfaction in full of the Obligations), pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, or requires the payment of any cash dividend or any other scheduled payment constituting a return of capital, in each case at any time on or prior to the date that is one hundred eighty-one (181) days after the end of the Term or (b) is convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) debt securities or (ii) any Equity Interest referred to in clause (a) above, in each case at any time prior to the date that is one hundred eighty-one (181) days after the end of the Term.

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

"Dollar Equivalent" shall have the meaning set forth in Section 1.5 hereof.

"Domestic Loan Parties" shall mean a Loan Party that is also a Domestic Person.

"Domestic Person" shall mean any Person who (i) in the case of an individual, is a U.S. Person, and (ii) in the case of a legal entity, is organized under the laws of the United States of America or any state or territory thereof or the District of Columbia.

"Domestic Rate Loan" shall mean any Advance that bears interest based upon the Alternate Base Rate.

"Domestic Subsidiary" shall mean any Subsidiary incorporated or organized under the laws of the United States of America or any state or territory thereof or the District of Columbia.

"Drawing Date" shall have the meaning set forth in Section 2.11(b) hereof.

"EBITDA" shall mean for any period with respect to Borrowers on a Consolidated Basis, the sum of (a) Consolidated Net Income for such period, plus (b) all interest expense for such period, plus (c) all income taxes and charges against income for such period for federal, state, local and foreign or provincial taxes (net of any refunds or credits), plus (d) depreciation expenses for such period, plus (e) amortization expenses for such period, plus (f) fees and expenses incurred in connection with execution of this Agreement and obtaining approval of the Confirmed Plan in an aggregate amount not to exceed $22,500,000.00 (or such greater amount acceptable to Agent), plus (g) non-cash foreign exchange losses (with a deduction for the amount of any non-cash foreign exchange gains), plus (h) non-cash hedging losses (with a deduction for the amount of any non-cash hedging gains), plus (i) non-recurring expenses associated with asset sales, relocation expenses, severance obligations, or employee stock compensation in an aggregate amount not to exceed an amount acceptable to Agent in its Permitted Discretion, plus (j) one-time fees, costs and expenses incurred in connection with execution of First Amendment and the transactions contemplated thereby, plus (k) one-time fees, costs and expenses incurred in connection with execution of the Second Amendment, the 2020 Exchange and the transactions contemplated thereby, plus (l) any other non-recurring adjustments agreed to by Agent.

"Eligibility Date" shall mean, with respect to each Borrower and Guarantor and each Swap, the date on which this Agreement or any Other Document becomes effective with respect to such Swap (for the avoidance of doubt, the Eligibility Date shall be the effective date of such Swap if this Agreement or any Other Document is then in effect with respect to such Borrower or Guarantor, and otherwise it shall be the effective date of this Agreement and/or such Other Document(s) to which such Borrower or Guarantor is a party).

"Eligible Canadian Inventory" shall mean Eligible Inventory of any Canadian Loan Party that is located in Canada or the United States of America.

"Eligible Canadian Receivables" shall mean Eligible Receivables, denominated in Dollars or Canadian Dollars, of any Canadian Loan Party.

"Eligible Contract Participant" shall mean an "eligible contract participant" as defined in the CEA and regulations thereunder.

"Eligible Insured Receivables" means Eligible Canadian Receivables, Eligible Mexican Receivables, and Eligible U.S. Receivables that are subject to credit insurance satisfactory to Agent in its Permitted Discretion.

"Eligible Inventory" shall mean and include Inventory, with respect to each Loan Party, valued at the lower of cost or market value, determined on an average actual cost basis, which is not, in Agent's opinion, obsolete, slow moving or unmerchantable (except "Excess and Obsolete" Inventory as set forth in Section 2.1(a)(iii) of this Agreement) and which Agent, in its Permitted Discretion, shall not deem ineligible Inventory, based on such considerations as Agent may from time to time deem appropriate including whether the Inventory is subject to a perfected, first priority security interest in favor of Agent and no other Lien (other than a Permitted Lien). In addition, Inventory shall not be Eligible Inventory if it:

(i) does not conform to all standards imposed by any Governmental Body which has regulatory authority over such goods or the use or sale thereof,

(ii) is in transit (other than inventory that is in transit between two locations that are located in the United States, Canada, and Mexico and are owned, leased, or otherwise controlled by a Loan Party),

(iii) is located outside the continental United States, Mexico, or Canada or at a location that is not otherwise in compliance with this Agreement,

(iv) constitutes Consigned Inventory,

(v) is the subject of an Intellectual Property Claim;

(vi) is subject to a License Agreement or other agreement that limits, conditions or restricts any Loan Party's or Agent's right to sell or otherwise dispose of such Inventory, unless Agent is a party to a Licensor/Agent Agreement with the Licensor under such License Agreement; or

(vii) or is situated at a location not owned by a Loan Party unless the owner or occupier of such location has executed in favor of Agent a Lien Waiver Agreement (or Agent shall elect to establish reserves in its Permitted Discretion, such reserve not to exceed 3 months' rent, *provided* that Agent agrees not to establish such reserve during the first sixty (60) days following the Closing Date).

Eligible Inventory shall not include Inventory being acquired pursuant to a trade Letter of Credit to the extent such trade Letter of Credit remains outstanding.

"Eligible Mexican Receivables" shall mean Eligible Receivables, denominated in Dollars or Mexican pesos, of any Mexican Loan Party.

"Eligible Mexican Inventory" shall mean Eligible Inventory of any Mexican Loan Party that is located in Mexico.

"Eligible Receivables" shall mean and include with respect to each Loan Party, each Receivable of such Loan Party arising in the Ordinary Course of Business and which Agent, in its Permitted Discretion, shall deem to be an Eligible Receivable, based on such considerations as Agent may from time to time deem appropriate. A Receivable shall not be deemed eligible unless such Receivable is subject to Agent's first priority perfected security interest and no other Lien (other than any Permitted Liens), and is evidenced by an invoice or other documentary evidence satisfactory to Agent. In addition, no Receivable shall be an Eligible Receivable if:

(a) such Receivable arises out of a sale made by any Borrower to an Affiliate of any Borrower or to a Person controlled by an Affiliate of any Borrower;

(b) such Receivable is due or unpaid more than (i) sixty (60) days after the original due date or (ii) one hundred twenty (120) days after the original invoice date;

(c) such Receivable is owed by a Customer, fifty percent (50%) or more of all of whose Receivables owed to the Loan Parties are deemed not to be Eligible Receivables hereunder pursuant to clause (b) above. Such percentage may, in Agent's Permitted Discretion, be decreased from time to time;

(d) any covenant, representation or warranty contained in this Agreement with respect to such Receivable has been breached;

(e) the Customer that owes such Receivable shall (i) apply for, suffer, or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property or call a meeting of its creditors, (ii) admit in writing its inability, or be generally unable, to pay its debts as they become due or cease operations of its present business, (iii) make a general assignment for the benefit of creditors, (iv) commence a voluntary case under any state or federal bankruptcy laws (as now or hereafter in effect), (v) be adjudicated a bankrupt or insolvent, (vi) file a petition seeking to take advantage of any other law providing for the relief of debtors, or (vii) acquiesce to, or fail to have dismissed, any petition which is filed against it in any involuntary case under such bankruptcy laws;

(f) it arises out of a sale to a Customer outside the United States of America, Canada or Mexico, unless such sale is on letter of credit, guaranty or acceptance terms, in each case acceptable to Agent in its Permitted Discretion;

(g) it arises out of a sale to a Customer on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval, consignment or any other repurchase or return basis or such sale is evidenced by chattel paper;

(h) Agent believes, in its sole judgment, exercised in a commercially reasonable manner, that collection of such Receivable is insecure or that such Receivable may not be paid by reason of the Customer's financial inability to pay; provided, however, that the Agent will use reasonable efforts to provide prior notice to the Borrowing Agent of such determination, but the failure to provide such notice shall not affect the ineligibility of such Receivable;

(i) the Customer that owes such Receivable is (i) the United States of America, any state or any department, agency or instrumentality of any of them, unless the applicable Borrower assigns its right to payment of such Receivable to Agent pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. Sub-Section 3727 et seq. and 41 U.S.C. Sub-Section 15 et seq.), or has otherwise complied with other applicable statutes or ordinances or (ii) the federal government of Canada or any department, agency, public/crown corporation or instrumentality thereof unless the Financial Administration Act (Canada) has been complied with, to Agent's satisfaction;

(j) the goods giving rise to such Receivable have not been delivered to and accepted by the Customer or the services giving rise to such Receivable have not been performed by the applicable Borrower and accepted by the Customer or the Receivable otherwise does not represent a final sale;

(k) to the extent the amount of such Receivable exceeds any credit limit with respect to the aggregate amount of Receivables from the Customer owing such Receivable, which credit limit may be determined by Agent, in its Permitted Discretion; provided, however, that the Agent will use reasonable efforts to provide prior notice to the Borrowing Agent of such determination;

(l) such Receivable is subject to any offset, deduction, defense, dispute, or counterclaim or the Customer is also a creditor or supplier of a Borrower (in each case, only to the extent of such Borrower's obligations to such Account Debtor from time to time), or such Receivable is contingent in any respect or for any reason;

(m) such Receivable is the subject of any agreement between the applicable Borrower and the Customer owing such Receivable for any deduction therefrom, to the extent of such deduction, except for discounts or allowances made in the Ordinary Course of Business for prompt payment, all of which discounts or allowances are reflected in the calculation of the face value of each respective invoice related thereto;

(n) any return, rejection or repossession of the merchandise to which such Receivable relates has occurred or the rendition of services has been disputed;

(o) such Receivable is not payable to a Borrower;

(p) such Receivable has not been invoiced; or

(q) such Receivable is not otherwise satisfactory to Agent as determined in good faith by Agent in the exercise of its Permitted Discretion; provided, however, that the Agent will use reasonable efforts to provide prior notice to the Borrowing Agent of such determination, but the failure to provide such notice shall not affect the ineligibility of such Receivable.

"Eligible U.S. Inventory" shall mean Eligible Inventory of any U.S. Loan Party that is located in Canada or the United States of America.

"Eligible U.S. Receivables" shall mean Eligible Receivables denominated in Dollars of any U.S. Loan Party.

"Environmental Claims" shall mean any and all administrative, regulatory or judicial actions, suits, demands, demand letters, directives, claims, liens, notices of noncompliance, liability or violation, investigations and/or adjudicatory proceedings relating in any way to any Environmental Law or any permit issued, or any approval given, under any such Environmental Law (hereafter, "EL Claims"), including, without limitation, (a) any and all EL Claims by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law and (b) any and all EL Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief arising out of or relating to any Environmental Law or to an alleged injury or threat of injury to human health or safety or the environment due to the presence of Hazardous Materials.

"Environmental Laws" shall mean all former, current and future federal, state, local, supranational, and foreign laws (including statutory and common law), treaties, regulations, rules, ordinances, codes, decrees, injunctions, judgments, governmental restrictions or requirements, directives, orders (including consent orders), permits, and agreements with any Governmental Body in each case, relating to the indoor or outdoor environment, natural resources, human health and safety or the presence, Release of or exposure to pollutants, contaminants, wastes, chemicals or otherwise hazardous materials, or the generation, manufacture, processing, distribution, use, treatment, storage, transport, recycling, disposal or handling of, or the arrangement for such activities, with respect to any pollutants, contaminants, wastes, chemicals or otherwise hazardous materials.

"Environmental Liability" shall mean all liabilities, obligations, damages, losses, claims, actions, suits, judgments, orders, fines, penalties, fees, indemnities, expenses and costs (including administrative oversight costs, natural resource damages and remediation costs), whether known or unknown, actual or potential, vested or unvested, or contingent or otherwise, arising out of or relating to (a) any Environmental Law, (b) the generation, manufacture, processing, distribution, use, treatment, storage, transport, recycling, disposal or handling of, or the arrangement for such activities, with respect to any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the presence or Release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"Equipment" shall mean and include as to each Loan Party all of such Loan Party's goods (other than Inventory) whether now owned or hereafter acquired and wherever located including all equipment, machinery, apparatus, motor vehicles, fittings, furniture, furnishings, fixtures, parts, accessories and all replacements and substitutions therefor or accessions thereto.

"Equity Interests" shall mean shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity interests in any Person and any option, warrant or other right entitling the holder thereof to purchase or otherwise acquire any such equity interest.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time and the rules and regulations promulgated thereunder.

"ERISA Affiliate" shall mean any person that for purposes of Title IV of ERISA or Section 412 of the Code would be deemed at any relevant time to be a single employer or otherwise aggregated with any Borrower or any Subsidiary under Section 414(b) or (c) of the Code or Section 4001 of ERISA.

"ERISA Event" shall mean (a) any "*reportable event*," as defined in Section 4043(c) of ERISA or the regulations issued thereunder, with respect to a Plan (other than an event for which the 30-day notice period is waived by the applicable regulation or otherwise), (b) a determination that any Plan is in "*at risk*" status (within the meaning of Section 430 of the Code or Section 303 of ERISA), (c) the filing pursuant to Section 412(c) of the Code or Section 302(c) of ERISA of an application for a waiver of the minimum funding standard with respect to any Plan, (d) the incurrence by Castle, any Subsidiary or any of their respective ERISA Affiliates of any liability under Title IV of ERISA (other than non-delinquent premiums payable to the PBGC under Sections 4006 and 4007 of ERISA), (e) the termination, or the filing of a notice of intent to terminate, any Plan pursuant to Section 4041(c) of ERISA, (f) the receipt by Castle, any Subsidiary or any of their respective ERISA Affiliates from the PBGC or a plan administrator of any notice relating to the intention to terminate any Plan or Plans or to appoint a trustee to administer any Plan, (g) the cessation of operations at a facility of Castle, any Subsidiary or any of their respective ERISA Affiliates giving rise to any liability with respect to a Plan under Section 4062(e) of ERISA, (h) conditions contained in Section 303(k)(1)(A) of ERISA for imposition of a lien on the assets of Borrowers, any Subsidiary or any of their respective ERISA Affiliates shall have been met with respect to any Plan, (i) the receipt by Castle, any Subsidiary or any of their respective ERISA Affiliates of any notice imposing Withdrawal Liability on a Loan Party or a determining that a Multiemployer Plan is "*insolvent*" (within the meaning of Section 4245 of ERISA), in "*reorganization*" (within the meaning of Section 4241 of ERISA), or in "*endangered*" or "*critical*" status (within the meaning of Section 432 of the Code or Section 304 of ERISA), (j) the occurrence of a non-exempt "*prohibited transaction*" with respect to which Castle or any of the Subsidiaries is a "*disqualified person*" (within the meaning of Section 4975 of the Code) or a "*party in interest*" (within the meaning of Section 406 of ERISA) or with respect to which Castle, any such Subsidiary or their respective ERISA Affiliates could otherwise be liable or (k) any Foreign Benefit Event.

"Eurodollar Rate" shall mean for any Eurodollar Rate Loan for the then current Interest Period relating thereto the interest rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) determined by Agent by dividing (i) the rate which appears on the Bloomberg Page BBAM1 (or on such other substitute Bloomberg page that displays rates at which U.S. dollar deposits are offered by leading banks in the London interbank deposit market), or the rate which is quoted by another source reasonably selected by Agent as an authorized information vendor for the purpose of displaying rates at which US dollar deposits are offered by leading banks in the London interbank deposit market (an "Alternate Source"), at approximately 11:00 a.m., London time two (2) Business Days prior to the first day of such Interest Period (or if there shall at any time, for any reason, no longer exist a Bloomberg Page BBAM1 (or any substitute page) or any Alternate Source, a comparable replacement rate determined by the Agent at such time (which determination shall be conclusive absent manifest error)) for an amount

comparable to such Eurodollar Rate Loan and having a borrowing date and a maturity comparable to such Interest Period by (ii) a number equal to 1.00 minus the Reserve Percentage; provided, that at no time shall the Eurodollar Rate be less than zero.

The Eurodollar Rate shall be adjusted with respect to any Eurodollar Rate Loan that is outstanding on the effective date of any change in the Reserve Percentage as of such effective date. The Agent shall give prompt notice to the Borrowing Agent of the Eurodollar Rate as determined or adjusted in accordance herewith, which determination shall be conclusive absent manifest error.

"Eurodollar Rate Loan" shall mean an Advance at any time that bears interest based on the Eurodollar Rate.

"Event of Default" shall have the meaning set forth in Article X hereof.

"Excess Availability" shall mean as of any date of determination, (a) the lesser of (i) the Gross Formula Amount or (ii) the Maximum Revolving A Advance Amount minus (b) the sum of (i) the aggregate amount of the Revolving A Advances outstanding plus (ii) the Maximum Undrawn Amount of Letters of Credit.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Excluded Foreign Subsidiary Stock" shall mean the Equity Interests in excess of sixty-five percent (65%) of the Equity Interests of any first-tier Foreign Subsidiary or U.S. Foreign Holdco and any Equity Interest of any Foreign Subsidiary other than a first-tier Foreign Subsidiary; *provided* that, in no event shall any Equity Interests of the Canadian Loan Parties and the Mexican Loan Parties be deemed to constitute Excluded Foreign Subsidiary Stock.

"Excluded Hedge Liability or Liabilities" shall mean, with respect to each Borrower and Guarantor, each of its Swap Obligations if, and only to the extent that, all or any portion of this Agreement or any Other Document that relates to such Swap Obligation is or becomes illegal under the CEA, or any rule, regulation or order of the CFTC, solely by virtue of such Borrower's and/or Guarantor's failure to qualify as an Eligible Contract Participant on the Eligibility Date for such Swap. Notwithstanding anything to the contrary contained in the foregoing or in any other provision of this Agreement or any Other Document, the foregoing is subject to the following provisos: (a) if a Swap Obligation arises under a master agreement governing more than one Swap, this definition shall apply only to the portion of such Swap Obligation that is attributable to Swaps for which such guaranty or security interest is or becomes illegal under the CEA, or any rule, regulations or order of the CFTC, solely as a result of the failure by such Borrower or Guarantor for any reason to qualify as an Eligible Contract Participant on the Eligibility Date for such Swap; (b) if a guarantee of a Swap Obligation would cause such obligation to be an Excluded Hedge Liability but the grant of a security interest would not cause such obligation to be an Excluded Hedge Liability, such Swap Obligation shall constitute an Excluded Hedge Liability for purposes of the guaranty but not for purposes of the grant of the security interest; and (c) if there is more than one Borrower or Guarantor executing this Agreement or the Other Documents and a Swap Obligation would be an Excluded Hedge Liability with respect to one or more of such Persons, but not all of them, the definition of

Excluded Hedge Liability or Liabilities with respect to each such Person shall only be deemed applicable to (i) the particular Swap Obligations that constitute Excluded Hedge Liabilities with respect to such Person, and (ii) the particular Person with respect to which such Swap Obligations constitute Excluded Hedge Liabilities.

"Excluded Property" shall mean (i) any rights or interests in any license, contract or agreement to which any Loan Party is a party to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other Applicable Law); (ii) any rights or property, including, without limitation, any intent-to-use trademark applications to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest in such rights or property or would otherwise result in a material loss of rights from the creation of such security interest therein; provided, that immediately upon the ineffectiveness, lapse or termination of any such restriction, the Collateral shall include, and Borrowers shall be deemed to have granted a security interest in, all such rights and interests or other assets, as the case may be, as if such provision had never been in effect; and provided, further, that notwithstanding any such restriction, Collateral shall, to the extent such restriction does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests; (iii) Excluded Foreign Subsidiary Stock; and (iv) any Mexican Financed Equipment.

"Excluded Subsidiary" shall mean (a) any Subsidiary that is not a Wholly Owned Subsidiary, (b) any Subsidiary, other than the Canadian Loan Parties and the Mexican Loan Parties, that (i) is a Foreign Subsidiary, (ii) is a direct or indirect Subsidiary of a Foreign Subsidiary, or (iii) a U.S. Foreign Holdco, (c) any captive insurance company, (d) any not-for-profit subsidiary, (e) any Subsidiary that is prohibited by Applicable Law from guaranteeing the Obligations or that would require governmental (including regulatory) consent, approval, license or authorization in order to guarantee the Obligations, to the extent such consent, approval, license or authorization is not obtained after the use of all such Subsidiary's commercially reasonable efforts (without any requirement to pay money or make concessions), (f) any Subsidiary that is prohibited from guaranteeing the Obligations by contracts existing on the Closing Date, or (g) any Subsidiary with respect to which the Agent and Castle reasonably agree that the cost or burden of obtaining a guarantee of the Obligations would outweigh the benefit to the Lenders to be afforded thereby. For the avoidance of doubt, the Canadian Loan Parties and the Mexican Loan Parties shall not constitute Excluded Subsidiaries.

"Excluded Taxes" shall mean with respect to the Agent, any Lender, any Issuer, Payee or any other recipient of any payment to be made by or on account of any obligation of the Borrowers hereunder, (a) Taxes imposed on or measured by its overall net income (however denominated), branch profits taxes and franchise taxes imposed on it (in lieu of net income taxes), (i) by the jurisdiction (or any political subdivision thereof) under the Applicable Laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located or (ii) which are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable

to or for the account of such Lender with respect to an applicable interest in an Advance under this Agreement pursuant to the Applicable Law in effect on the date on which (i) such Lender acquires such interest in the Advance (other than pursuant to an assignment request by Borrower under Section 3.11(c) or as otherwise requested by any Loan Party) or (ii) such Lender changes its lending office (other than a change made at the request of any Loan Party), except, in each case, to the extent that, pursuant to Section 3.11, amounts with respect such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (c) United States federal Taxes that would not have been imposed but for Recipient's failure to comply with Section 3.12, (d) any U.S. federal withholding Taxes imposed under FATCA, and (e) Tax imposed under Part XIII of the Income Tax Act (Canada) on any sum payable under this Agreement if that Tax (i) would not have been imposed had the Lender, Agent or assignee of any Lender been dealing with the Borrower at arm's length for purposes of the Income Tax Act (Canada), or (ii) would not have been imposed but for the relevant Lender, Agent or assignee of any Lender being a "specified shareholder" of the Borrower for purposes of subsection 18(5) of the Income Tax Act (Canada) or not dealing at arm's length with any such specified shareholder.

"Existing Letters of Credit" means those letters of credit issued pursuant to the DIP Credit Agreement and outstanding on the Closing Date, if any.

"Extraordinary Receipts" means cash proceeds of judgments, cash proceeds of settlements or other cash consideration received in connection with any cause of action or claim, indemnity payments (other than (i) to the extent such indemnity payments are immediately payable to a Person that is not an Affiliate of Borrowers or any other Loan Party or (ii) received by a Loan Party as reimbursement for any costs previously incurred or any payments previously made by such Person) and any purchase price adjustment received in connection with any purchase agreement, excluding any volume rebates or other customer benefits realized by a Loan Party in the Ordinary Course of Business.

"FATCA" shall mean Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended version or successor provision that is substantively comparable and not materially more onerous to comply with), any agreement entered into under Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into by the United States in connection with the implementation of such Sections of the Code (including such amended version and successor provisions) and, in each case, any current or future regulations promulgated thereunder or official interpretations thereof.

"Federal Funds Alternate Source" shall have the meaning set forth in the definition of "Federal Funds Open Rate."

"Federal Funds Effective Rate" for any day shall mean the rate per annum (based on a year of three hundred sixty (360) days and actual days elapsed and rounded upward to the nearest one hundredth (1/100) of one percent (1%)) announced by the Federal Reserve Bank of New York (or any successor) on such day as being the weighted average of the rates on overnight federal funds transactions arranged by federal funds brokers on the previous trading day, as computed and announced by such Federal Reserve Bank (or any successor) in

substantially the same manner as such Federal Reserve Bank computes and announces the weighted average it refers to as the "Federal Funds Effective Rate" as of the date of this Agreement; provided, if such Federal Reserve Bank (or its successor) does not announce such rate on any day, the "Federal Funds Effective Rate" for such day shall be the Federal Funds Effective Rate for the last day on which such rate was announced.

"Federal Funds Open Rate" for any day shall mean the rate per annum (based on a year of three hundred sixty (360) days and actual days elapsed) which is the daily federal funds open rate as quoted by ICAP North America, Inc. (or any successor) as set forth on the Bloomberg Screen BTMM for that day opposite the caption "OPEN" (or on such other substitute Bloomberg Screen that displays such rate), or as set forth on such other recognized electronic source used for the purpose of displaying such rate as selected by Agent (a "Federal Funds Alternate Source") (or if such rate for such day does not appear on the Bloomberg Screen BTMM (or any substitute screen) or on any Federal Funds Alternate Source, or if there shall at any time, for any reason, no longer exist a Bloomberg Screen BTMM (or any substitute screen) or any Federal Funds Alternate Source, a comparable replacement rate determined by Agent at such time (which determination shall be conclusive absent manifest error); provided, however, that if such day is not a Business Day, the Federal Funds Open Rate for such day shall be the "open" rate on the immediately preceding Business Day. If and when the Federal Funds Open Rate changes, the rate of interest with respect to any advance to which the Federal Funds Open Rate applies will change automatically without notice to Loan Parties, effective on the date of any such change.

"Fee Letter" shall mean that certain Fee Letter, dated as of even date with the Agreement, by and among Borrowers and Agent, as supplemented by that certain Supplemental Fee Letter, dated as of the First Amendment Effective Date, by and among Borrowers and Agent.

"Financial Officer" of any Person shall mean the chief financial officer, principal accounting officer, treasurer or controller of such Person.

"Financial Statements" shall have the meaning set forth in Section 5.5(a).

"First Amendment" shall mean that certain Amendment No. 1 to Revolving Credit and Security Agreement, dated as of the First Amendment Effective Date, by and among Borrowers, the other Loan Parties party thereto, the Lenders party thereto and Agent.

"First Amendment Effective Date" shall mean June 1, 2018.

"Fixed Charge Coverage Ratio" means, determined for the Borrowers on a Consolidated Basis, the result of dividing (a) EBITDA *minus* Unfinanced Capital Expenditures made during such period *minus* cash income taxes paid during such period (net of any credits or refunds) by (b) the sum of, without duplication, all Debt Payments made during such period, *provided* that, notwithstanding anything to the contrary contained herein, for the periods listed in the table below, Debt Payments, cash income taxes paid, and Unfinanced Capital Expenditures will be deemed to be the amounts set forth in the table below.

| Month Ending | Debt Payments | Unfinanced Capital Expenditures | Cash Income Taxes Paid |
|---|---|---|---|
| January 31, 2017 | $ 250,000 | $ 83,000 | $ 0 |
| February 28, 2017 | $ 228,000 | $ 428,000 | $ 0 |
| March 31. 2017 | $ 264,000 | $ 585,000 | $ 0 |
| April 30, 2017 | $ 254,000 | $ 315,000 | $ 10,000 |
| May 31, 2017 | $ 271,000 | $ 293,000 | $ 55,000 |
| June 30, 2017 | $ 272,000 | $ 560,000 | $ 0 |
| July 31, 2017 | $ 271,000 | $ 340,000 | $ 0 |

"Fixed Charge Coverage Test Date" shall mean the last day of the calendar month ending immediately prior to the date all requirements to trigger a Covenant Testing Period have been met and the last day of each calendar month thereafter, until the Covenant Testing Period has ended.

"Flood Laws" shall mean all Applicable Laws relating to policies and procedures that address requirements placed on federally regulated lenders under the National Flood Insurance Reform Act of 1994 and other Applicable Laws related thereto.

"Foreign Benefit Event" shall mean, with respect to any Foreign Pension Plan, (a) the existence of unfunded liabilities in excess of the amount permitted under any Applicable Law, (b) the failure to make required contributions or payments, under any Applicable Law, on or before the due date for such contributions or payments, (c) the incurrence of any liability in excess of $500,000 by Castle or any Subsidiary under Applicable Law on account of the complete or partial termination of a Foreign Pension Plan or the complete or partial withdrawal of any participating employer therein, or (d) the occurrence of any transaction that is prohibited under any Applicable Law and that has resulted or could reasonably be expected to result in the incurrence of any liability by Castle or any of the Subsidiaries, or the imposition on Castle or any of the Subsidiaries of any fine, excise tax or penalty resulting from any noncompliance with any Applicable Law, in each case in excess of $500,000.

"Foreign Currency Hedge" shall mean any foreign exchange transaction, including spot and forward foreign currency purchases and sales, listed or over-the-counter options on foreign currencies, non-deliverable forwards and options, foreign currency swap agreements, currency exchange rate price hedging arrangements, and any other similar transaction providing for the purchase of one currency in exchange for the sale of another currency entered into by any Borrower, Guarantor and/or any of their respective Subsidiaries.

"Foreign Currency Hedge Liabilities" shall have the meaning assigned in the definition of Lender-Provided Foreign Currency Hedge.

"Foreign Pension Plan" shall mean any benefit plan that under Applicable Law other than the laws of the United States, Canada, or any political subdivision thereof, is required to be funded through a trust or other funding vehicle other than a trust or funding vehicle maintained exclusively by a Governmental Body.

"Foreign Subsidiary" of any Person, shall mean any Subsidiary of such Person that is not organized or incorporated in the United States of America or any State or territory thereof or the District of Columbia.

"Formula Amount" shall have the meaning set forth in Section 2.1(a).

"GAAP" shall mean generally accepted accounting principles in the United States of America in effect from time to time and, as applicable to the Mexican Loan Parties, the NIFs. Notwithstanding anything to the contrary, any lease that is treated as an operating lease for purposes of GAAP as of December 14, 2018 shall not be treated as Indebtedness or as a Capitalized Lease Obligation and shall continue to be treated as an operating lease (and any future lease, if it were in effect on December 14, 2018, that would be treated as an operating lease for purposes of GAAP as of December 14, 2018 shall be treated as an operating lease), in each case for purposes of this Agreement or any documented related thereto, notwithstanding any actual or proposed change in GAAP after December 14, 2018.

"General Intangibles" shall mean and include as to each Loan Party all of such Loan Party's general intangibles and "intangibles" (as defined in the PPSA), whether now owned or hereafter acquired, including all payment intangibles, all choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, equipment formulations, manufacturing procedures, quality control procedures, trademarks, trademark applications, service marks, trade secrets, goodwill, copyrights, design rights, software, computer information, source codes, codes, records and updates, registrations, licenses, franchises, customer lists, tax refunds, tax refund claims, computer programs, all claims under guaranties, security interests or other security held by or granted to such Loan Party to secure payment of any of the Receivables by a Customer (other than to the extent covered by Receivables) all rights of indemnification and all other intangible property of every kind and nature (other than Receivables).

"Governmental Acts" shall have the meaning set forth in Section 2.16.

"Governmental Body" shall mean any nation or government, any state, province, or other political subdivision thereof or any entity, authority, agency, division or department exercising the legislative, judicial, regulatory or administrative functions of or pertaining to a government.

"Gross Formula Amount" shall mean the Formula Amount (without giving effect to clause (iv) thereof).

"Guarantor" or "Guarantors" shall mean, singularly or collectively, as the context may require, all Persons who may hereafter guarantee payment or performance of the whole or any part of the Obligations and shall extend to all permitted successors and assigns of such Persons.

"Guaranty" shall mean any guaranty or guarantee of all or any part of the obligations of Borrowers executed by a Guarantor in favor of Agent for its benefit and for the ratable benefit of Lenders, in form and substance satisfactory to Agent, in each case together with all amendments, supplements, modifications, substitutions and replacements thereto and thereof, and "Guarantees" means collectively, all such Guarantees.

"Hazardous Materials" shall mean (a) any petroleum products, derivatives or byproducts and all other hydrocarbons, coal ash, radon gas, lead, asbestos and asbestos-containing materials, toxic mold, urea formaldehyde foam insulation, polychlorinated biphenyls, infectious or medical wastes and chlorofluorocarbons and all other ozone-depleting substances, (b) any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous substance, waste or material, or any substance, waste or material having any constituent elements displaying any of the foregoing characteristics, (c) any substance, waste or material that is prohibited, limited or regulated by or pursuant to or which can form the basis for liability under any Environmental Law, and (d) Hazardous Wastes.

"Hazardous Wastes" shall mean all waste materials subject to regulation under CERCLA, RCRA, the Environmental Protection Act (Ontario) (the "EPA"), the Canadian Environmental Protection Act ("CEPA") or applicable state or provincial law, and any other applicable Federal, state, and provincial laws now in force or hereafter enacted relating to hazardous waste disposal.

"Hedge Liabilities" shall mean collectively, the Foreign Currency Hedge Liabilities and the Interest Rate Hedge Liabilities.

"Hedging Agreement" shall mean any interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement, including any interest or exchange rate exposure management agreement or arrangement in respect of Canadian dollars, U.S. dollars, or any other currency in which a Loan Party is doing business.

"Indebtedness" of any Person shall mean, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid, (d) all obligations of such Person under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (e) all obligations of such Person issued or assumed as the deferred purchase price of property or services, including all earn-out obligations (excluding trade accounts payable and accrued obligations incurred in the ordinary course of business), (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (g) all Guarantees by such Person of Indebtedness of others, (h) all Capitalized Lease Obligations of such Person, (i) net obligations of such Person under any Hedging Agreements, valued at the Agreement Value thereof, (j) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interests of such Person or any other Person or any warrants, rights or options to acquire such equity interests, valued, in the case of

redeemable preferred interests, at the greater of its voluntary or involuntary liquidation preference *plus* accrued and unpaid dividends, (k) all obligations of such Person as an account party in respect of letters of credit and (l) all obligations of such Person in respect of banker's acceptances. The Indebtedness of any Person shall include the Indebtedness of any partnership in which such Person is a general partner.

"Indemnified Taxes" shall mean all Taxes except Excluded Taxes.

"Insolvency Event" shall mean, with respect to any Person, including without limitation any Lender, such Person or such Person's direct or indirect parent company (a) becomes the subject of a bankruptcy or insolvency proceeding (including any proceeding under Title 11 of the United States Code or other Debtor Relief Law), or regulatory restrictions, (b) has had a receiver, interim receiver, monitor, conservator, trustee, administrator, custodian, assignee for the benefit of creditors or similar Person charged with the reorganization or liquidation of its business appointed for it or has called a meeting of its creditors, (c) admits in writing its inability, or be generally unable, to pay its debts as they become due or cease operations of its present business, (d) with respect to a Lender, such Lender is unable to perform hereunder due to the application of Applicable Law, or (e) in the good faith determination of Agent, has taken any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any such proceeding or appointment of a type described in clauses (a) or (b), provided that an Insolvency Event shall not result solely by virtue of any ownership interest, or the acquisition of any ownership interest, in such Person or such Person's direct or indirect parent company by a Governmental Body or instrumentality thereof if, and only if, such ownership interest does not result in or provide such Person with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Person (or such Governmental Body or instrumentality) to reject, repudiate, disavow or disaffirm any contracts or agreements made by such Person.

"Intellectual Property" shall mean property constituting under any Applicable Law a patent, patent application, copyright, trademark, service mark, trade name, mask work, trade secret or license or other right to use any of the foregoing.

"Intellectual Property Claim" shall mean the assertion by any Person of a claim (whether asserted in writing, by action, suit or proceeding or otherwise) that any Loan Party's ownership, use, marketing, sale or distribution of any Inventory, Equipment, Intellectual Property or other property or asset is violative of any ownership of or right to use any Intellectual Property of such Person.

"Intercompany Debt" shall mean any Indebtedness, now existing or hereafter incurred, owed by any Loan Party or its Subsidiary to any other Loan Party or Subsidiary.

"Intercompany Loan" shall have the meaning assigned to such term in Section 7.5(h).

"Intercreditor Agreement" shall mean that certain Intercreditor and Subordination Agreement, dated as of the Second Amendment Effective Date, by and among Agent and Junior Lien Agent, as amended, supplemented, restated, or otherwise modified from time to time.

"Interest Period" shall mean the period provided for any Eurodollar Rate Loan pursuant to Section 2.2(b).

"Interest Rate Hedge" shall mean an interest rate exchange, collar, cap, swap, adjustable strike cap, adjustable strike corridor or similar agreements entered into by any Loan Party or its Subsidiaries in order to provide protection to, or minimize the impact upon, such Loan Party and/or its Subsidiaries of increasing floating rates of interest applicable to Indebtedness.

"Interest Rate Hedge Liabilities" shall have the meaning assigned in the definition of Lender-Provided Interest Rate Hedge.

"Inventory" shall mean and include as to each Loan Party all of such Loan Party's now owned or hereafter acquired goods, merchandise and other personal property, wherever located, to be furnished under any consignment arrangement, 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 Loan Party's business or used in selling or furnishing such goods, merchandise and other personal property, and all documents of title or other documents representing them.

"Investment" shall mean, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or Indebtedness or other securities of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of Indebtedness of, or purchase or other acquisition of any other Indebtedness or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. For purposes of compliance with Section 7.5, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment but giving effect to any returns or distributions of capital or repayment of principal actually received in cash by such Person with respect thereto, whether by disposition, return on capital, dividend or otherwise.

"Investment Property" shall mean and include as to each Loan Party, all of such Loan Party's now owned or hereafter acquired securities (whether certificated or uncertificated), securities entitlements, securities accounts, commodities contracts and commodities accounts.

"IP Rights" shall have the meaning assigned to such term in Section 5.18.

"ISP98 Rules" shall have the meaning set forth in Section 2.9(b).

"Issuer" shall mean any Person who issues a Letter of Credit pursuant to the terms hereof and/or accepts a draft pursuant to the terms hereof.

"Joinder" shall mean a joinder by a Person as a Borrower or a Guarantor under this Agreement and the Other Documents in form and substance satisfactory to Agent in its sole and reasonable discretion.

"Junior Lien Agent" shall mean Wilmington Savings Fund Society, FSB, in its capacity as Trustee and Collateral Agent for the holders of the Junior Lien Debt.

"Junior Lien Debt" shall mean the obligations under the "Notes" as defined in the Junior Lien Indenture and any other Indebtedness incurred from time to time under the Junior Lien Documents to the extent such Indebtedness and any Liens securing such Indebtedness are incurred in accordance with the Intercreditor Agreement.

"Junior Lien Documents" shall mean the Junior Lien Indenture, the other "Notes Documents" as defined in the Junior Lien Indenture and the Intercreditor Agreement.

"Junior Lien Indenture" shall mean that certain Indenture dated as of the Second Amendment Effective Date, among Company, the guarantors party thereto, and Junior Lien Agent, as amended, supplemented, or otherwise modified from time to time.

"Lender" and "Lenders" shall have the meaning ascribed to such term in the preamble to this Agreement and shall include each Person which becomes a transferee, successor or assign of any Lender. For the purpose of any provision of this Agreement or any Other Document which provides for the granting of a security interest or other Lien to the Agent for the benefit of Lenders as security for the Obligations, "Lenders" shall include any Affiliate of a Lender to which such Obligation (specifically including any Hedge Liabilities and any Cash Management Liabilities) is owed.

"Lender-Provided Foreign Currency Hedge" shall mean a Foreign Currency Hedge which is provided by any Lender and for which such Lender confirms to Agent in writing prior to the execution thereof that it: (a) is documented in a standard International Swap Dealers Association, Inc. Master Agreement or another reasonable and customary manner; (b) provides for the method of calculating the reimbursable amount of the provider's credit exposure in a reasonable and customary manner; and (c) is entered into for hedging (rather than speculative) purposes. The liabilities owing to the provider of any Lender-Provided Foreign Currency Hedge (the "Foreign Currency Hedge Liabilities") by any Borrower or any Guarantor that is party to such Lender-Provided Foreign Currency Hedge shall, for purposes of this Agreement and all Other Documents be Obligations hereunder, and otherwise treated as Obligations for purposes of the Other Documents, except to the extent constituting Excluded Hedge Liabilities of such Person, but only so long as such provider (if not PNC or an Affiliate of PNC) has notified Agent in writing of such Lender-Provided Foreign Currency Hedge within ten (10) days of such agreement or arrangement.

"Lender-Provided Interest Rate Hedge" shall mean an Interest Rate Hedge which is provided by any Lender and with respect to which Agent confirms meets the following requirements: such Interest Rate Hedge (i) is documented in a standard International Swap Dealer Association Agreement or other similar agreement acceptable to Agent in its sole and reasonable discretion, (ii) provides for the method of calculating the reimbursable amount of the provider's credit exposure in a reasonable and customary manner, and (iii) is entered into for hedging (rather than speculative) purposes. The liabilities of any Loan Party to the provider of any Lender-Provided Interest Rate Hedge (the "Interest Rate Hedge Liabilities") shall be Obligations hereunder, guaranteed obligations under any Guaranty and otherwise treated as

Obligations for purposes of each of the Other Documents. The Liens securing the Hedge Liabilities shall be pari passu with the Liens securing all other Obligations under this Agreement and the Other Documents. Notwithstanding anything to the contrary contained in the foregoing, the Hedge Liabilities shall not include any Excluded Hedge Liabilities.

"Letter of Credit Sublimit" shall mean Twenty Million Dollars ($20,000,000.00).

"Letter of Credit" and "Letters of Credit" shall have the meaning set forth in Section 2.8.

"LGTOC" shall mean the Mexican General Law of Negotiable Instruments and Credit Transactions (*Ley General de Titulos y Operaciones de Crédito*), including any regulations thereto or any other applicable Mexican federal or local statute pertaining to the granting, perfecting, priority or ranking of security interests, liens, hypothecs on personal property, as required, and any successor statutes, together with any regulations thereunder, in each case as in effect from time to time. References to sections of the LGTOC shall be construed to also refer to any successor sections.

"License Agreement" shall mean any agreement between any Loan Party and a Licensor pursuant to which such Loan Party is authorized to use any Intellectual Property in connection with the manufacturing, marketing, sale or other distribution of any Inventory of such Loan Party or otherwise in connection with such Loan Party's business operations.

"Licensor" shall mean any Person from whom any Loan Party obtains the right to use (whether on an exclusive or non-exclusive basis) any Intellectual Property in connection with such Loan Party's manufacture, marketing, sale or other distribution of any Inventory or otherwise in connection with such Loan Party's business operations.

"Licensor/Agent Agreement" shall mean an agreement between Agent and a Licensor, in form and substance satisfactory to Agent, by which Agent is given the unqualified right, vis-à-vis such Licensor, to enforce Agent's Liens with respect to and to dispose of any Loan Party's Inventory with the benefit of any Intellectual Property applicable thereto, irrespective of such Loan Party's default under any License Agreement with such Licensor.

"Lien" shall mean any mortgage, deed of trust, pledge, hypothecation, assignment, security interest, lien (whether statutory or otherwise), charge, claim or encumbrance, or preference, priority or other security agreement or preferential arrangement held or asserted in respect of any asset of any kind or nature whatsoever including any conditional sale or other title retention agreement, any lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction.

"Lien Waiver Agreement" shall mean an agreement reasonably satisfactory to Agent, which is executed in favor of Agent by a Person who owns or occupies premises at which any Collateral may be located from time to time and by which such Person shall waive any Lien that such Person may ever have with respect to any of the Collateral and shall authorize Agent from time to time to enter upon the premises to remove the Collateral from such premises or to use such premises to store or dispose of such Inventory on terms acceptable to such Person.

"Liquidity" shall mean the sum of (i) Unrestricted cash maintained in accounts located in the United States and Canada that are maintained with PNC or otherwise subject to Deposit Account Control Agreements in favor of Agent, plus (ii) up to $2,000,000 of Unrestricted cash maintained in accounts located in Mexico that are subject to a first priority perfected Lien in favor of Agent, plus (iii) Excess Availability.

"Loan Documents" shall mean this Agreement and each of the Other Documents.

"Loan Party" or "Loan Parties" shall mean, singularly or collectively, as the context may require, each Borrower and each Guarantor and shall extend to all permitted successors and assigns of each such Person.

"Margin Stock" shall have the meaning assigned to such term in Regulation U.

"Material Adverse Effect" shall mean any event, change or condition that, individually or in the aggregate, has had, or would reasonably be expected to have (a) a material and adverse effect on the business, assets, financial condition or results of operations of the Loan Parties, taken as a whole, (b) a material and adverse effect on the rights and remedies of the Agent and the Lenders under this Agreement or the Other Documents or (c) a material and adverse effect on the ability of any Borrower or Guarantor to perform its material obligations under this Agreement and the Other Documents, provided that the commencement and the pendency of the Cases shall not constitute a Material Adverse Effect.

"Material Contract" shall mean any contract, agreement, instrument, permit, lease or license, written or oral, of any Loan Party, which is material to any Loan Party's business or which the failure to comply with could reasonably be expected to result in a Material Adverse Effect.

"Maximum Availability" shall mean the lesser of (i) the Gross Formula Amount or (ii) the Maximum Revolving A Advance Amount.

"Maximum Face Amount" shall mean, with respect to any outstanding Letter of Credit, the face amount of such Letter of Credit including all automatic increases provided for in such Letter of Credit, whether or not any such automatic increase has become effective.

"Maximum Revolving A Advance Amount" shall mean One Hundred Twenty Five Million Dollars and 00/100 ($125,000,000.00).

"Maximum Revolving Advance Amount" shall mean One Hundred Fifty Million Dollars and 00/100 ($150,000,000.00).

"Maximum Revolving B Advance Amount" shall mean Twenty Five Million Dollars and 00/100 ($25,000,000.00).

"Maximum Undrawn Amount" shall mean with respect to any outstanding Letter of Credit, the amount of such Letter of Credit that is or may become available to be drawn, including all automatic increases provided for in such Letter of Credit, whether or not any such automatic increase has become effective.

"Mexican Financed Equipment" shall mean Equipment and fixtures of a Mexican Loan Party that is financed with a third party, provided that such third party financing shall not exceed $3,000,000 and shall be subject to an intercreditor agreement reasonably satisfactory to Agent providing for, among other things, access to such Equipment and fixtures.

"Mexican Loan Party" shall mean Castle Mexico, Castle Mexicali and each other Loan Party that is organized or incorporated under the laws of the country of Mexico or any state or territory thereof, and "Mexican Loan Parties" means all such Persons, collectively.

"Mexican Priority Payables Reserve" shall mean a reserve established in Agent's reasonable discretion for compensation and benefits payable to employees of any Mexican Loan Party as specified and required under Section N.19 of NIFS, which for purposes of this Agreement, shall be in an amount equal to the greater of (a) one month of the total payroll for all Mexican employees and (b) the accrued and unpaid employee claims under Mexican law that would reasonably be expected to have priority over Agent's Liens.

"Mexican Security Documents" shall mean with respect to the Mexican Loan Parties (i) the applicable stock pledge agreements (*contratos de prenda sobra acciones*) pledging the stock of the Mexican Loan Parties in favor of the Agent dated as of the date hereof, (ii) the pledgor-in-possession pledge agreement (*contrato de prenda sin transmission de posesión*) between the Mexican Loan Parties in favor of the Agent dated as of the date hereof, and (iii) any other security or guarantee agreements executed by the Mexican Loan Parties, as Guarantors hereunder, each as modified, amended, restated, or supplemented from time to time.

"Modified Commitment Transfer Supplement" shall have the meaning set forth in Section 16.3(d).

"Moody's" shall mean Moody's Investors Service, Inc.

"Mortgages" shall mean any and all mortgages, deeds of trust, deeds to secure debt, leasehold mortgages, leasehold deeds of trust, deeds of immovable hypothec, or leasehold deeds to secure debt and other similar security documents delivered to Agent as security for the Obligations.

"Mortgaged Property" shall mean collectively, any real property subject to Agent's Lien.

"Multiemployer Plan" shall mean any multiemployer plan as defined in Section 4001(a)(3) of ERISA, which is contributed to by (or to which there is or may be an obligation to contribute of) Castle or any Subsidiary or with respect to which Castle or any Subsidiary has any liability (including on account of an ERISA Affiliate).

"Necessary Consents" shall mean all filings and all licenses, permits, consents, approvals, authorizations, qualifications and orders of Governmental Bodies and other third parties, domestic or foreign, necessary to carry on any Loan Party's business or necessary (including to avoid a conflict or breach under any agreement, instrument, other document, license, permit or other authorization) for the execution, delivery or performance of this

Agreement, any Other Documents, including any Necessary Consents required under all applicable federal, state or other Applicable Law.

"Net Income" means, with respect to any specified Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends, excluding, however:

(1) any gain (but not loss), together with any related provision for taxes on such gain (but not loss), realized in connection with: (a) any disposition of Collateral outside the Ordinary Course of Business; or (b) the disposition of any securities by such Person or any of its Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Subsidiaries; and

(2) any extraordinary gain (but not loss), together with any related provision for taxes on such extraordinary gain (but not loss).

"NIFS" shall mean the financial accounting standards (*Normas de Información Financiera*) issued by the Mexican Board of Financial Accounting Standards (*Consejo Mexicano de Normas de Información Financiera, A.C.*).

"Non-Defaulting Lender" shall mean, at any time, any Lender that is not a Defaulting Lender at such time.

"Non-Qualifying Party" shall mean any Borrower or any Guarantor that on the Eligibility Date fails for any reason to qualify as an Eligible Contract Participant.

"Note" shall mean each Revolving Credit Note and the Swing Note, and "Notes" shall collectively mean all of the Revolving Credit Notes and the Swing Notes.

"Obligations" shall mean and include to the extent arising under or in connection with this Agreement or any Other Document, any and all loans, advances, debts, liabilities, obligations, covenants and duties owing by any Loan Party to Lenders or Agent or to any other direct or indirect subsidiary or Affiliate of Agent or any Lender of any kind or nature, present or future (including any interest or other amounts accruing thereon after maturity, whether or not a claim for post-maturity or post-conversion interest or other amounts are allowable or allowed in any proceeding), whether or not evidenced by any note, guaranty/guarantee or other instrument, whether arising under any agreement, instrument or document, (including this Agreement and the Other Documents) whether or not for the payment of money, whether arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee, under any interest or currency swap, future, option or other similar agreement, or in any other manner, whether arising out of overdrafts or deposit or other accounts or electronic funds transfers (whether through automated clearing houses or otherwise) or out of Agent's or any Lenders non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository transfer check or other similar arrangements, whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, contractual or tortious, liquidated or unliquidated, regardless of how such indebtedness or liabilities arise or by what agreement or instrument they may be evidenced or whether evidenced by any agreement or instrument, including, but not

limited to, any and all of any Loan Party's Indebtedness and/or liabilities under this Agreement, the Other Documents or under any other agreement between Agent or Lenders and any Loan Party and any amendments, extensions, renewals or increases and all costs and expenses of Agent and any Lender incurred in the documentation, negotiation, modification, enforcement, collection or otherwise in connection with any of the foregoing, including, but not limited to, (i) reasonable attorneys' fees and expenses, (ii) all obligations of any Loan Party to Agent or Lenders to perform acts or refrain from taking any action and all Hedge Liabilities, and (iii) all Cash Management Liabilities. Notwithstanding anything to the contrary contained in the foregoing, the Obligations shall not include any Excluded Hedge Liabilities.

"OFAC" shall have the meaning set forth in Section 6.18.

"Order" shall have the meaning set forth in Section 2.17.

"Ordinary Course of Business" shall mean with respect to any Loan Party, the ordinary course of such Loan Party's business as conducted on the Closing Date, taking into consideration the pendency of the Cases.

"Original Owners" shall mean the Persons holding Equity Interests in Castle as of the Closing Date, together with their Affiliates that are under common Control. For the avoidance of doubt, Original Owners shall include all Persons holding 2017 Indenture Debt or Junior Lien Debt at any time who may in the future convert such debt into Equity Interests in Castle.

"Other Connection Taxes" shall mean, with respect to the Agent, any Lender, any Issuer, Payee or any other recipient of any payment to be made by or on account of any obligation of the Borrowers hereunder, Taxes imposed as a result of a present or former connection between any such recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document, or sold or assigned an interest in any Advance or any Loan Document).

"Other Documents" shall mean the Notes, any Guaranty, any Lender-Provided Interest Rate Hedge, the Pledge Agreement, any Lien Waiver Agreement, any Canadian Security Documents, any Deposit Account Control Agreement, any Joinder, the Mortgages, the Intercreditor Agreement, the 2017 Intercreditor Agreement, and any and all other agreements, instruments and documents, including guaranties, pledges, powers of attorney, consents, interest or currency swap agreements or other similar agreements and all other writings heretofore, now or hereafter executed by any Loan Party and/or delivered to Agent or any Lender in respect of the Transactions .

"Out-of-Formula Loans" shall have the meaning set forth in Section 16.2(b).

"Participant" shall mean each Person who shall be granted the right by any Lender to participate in any of the Advances and who shall have entered into a participation agreement in form and substance satisfactory to such Lender.

"Participation Advance" shall have the meaning set forth in Section 2.11(d).

"Participation Commitment" shall mean each Lender's obligation to buy a participation of the Letters of Credit issued hereunder.

"Payee" shall have the meaning set forth in Section 3.11(a).

"Payment Conditions" shall mean that (a) prior to and after giving effect to the relevant action as to which the satisfaction of the Payment Conditions is being determined, no Default or Event of Default shall have occurred or been continuing and (b) either (i) Excess Availability at all times during the 30 calendar days preceding such action and Excess Availability as of the date of such action, in each case, on a pro forma basis after giving effect to such action and any Advances made in connection therewith, shall be at least equal to the greater of (A) 25% of Maximum Availability then in effect and (B) $31,250,000 or (ii) (x) Excess Availability at all times during the 30 calendar days preceding such action and Excess Availability as of the date of such action, in each case, on a pro forma basis after giving effect to such action and any Advances made in connection therewith, shall be at least equal to the greater of (A) 20% of Maximum Availability then in effect and (B) $25,000,000 and (y) the Fixed Charge Coverage Ratio (whether or not then being tested) for the four fiscal quarters most recently ended for which financial statements have been delivered pursuant to Section 9.7 or 9.8, determined on a pro forma basis after giving effect to such action, shall be no less than 1.10 to 1.00.

"Payment Office" shall mean initially Two Tower Center Boulevard, East Brunswick, New Jersey 08816; thereafter, such other office of Agent, if any, which it may designate by notice to Borrowing Agent and to each Lender to be the Payment Office.

"PBGC" shall mean the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA or any successor.

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

"Permitted Encumbrances" shall mean with respect to any Mortgaged Property, such exceptions to title as are set forth as exceptions in the title policy delivered in connection with any Mortgage delivered with respect to such Mortgaged Property, all of which exceptions must be reasonably acceptable to the Agent in its reasonable discretion.

"Permitted Liens" shall have the meaning assigned to such term in Section 7.1.

"Permitted Priority Liens" shall mean the Permitted Liens (except those described in subsections (d), (j), and (u) of Section 7.1), to the extent that such Liens are (i) non-avoidable, valid, properly perfected and enforceable, have priority as a matter of Applicable Law and, except those described in subsections (c), (f), (g), (i), and (x) of Section 7.1, do not secure Indebtedness for borrowed money, or (ii) incurred pursuant to Section 7.1(g).

"Permitted Refinancing" shall mean, with respect to any Person, any modification, refinancing, refunding, renewal or extension of any Indebtedness of such Person; provided that (a) the principal amount (or accreted value, if applicable) thereof does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness so modified, refinanced, refunded, renewed or extended except by an amount equal to any interest capitalized in connection with, any premium or other reasonable amount paid, and fees and expenses reasonably incurred, in connection with such modification, refinancing, refunding, renewal or extension, (b) such modification, refinancing, refunding, renewal or extension has a final maturity date equal to or later than the final maturity date of, and has a weighted average life to maturity equal to or longer than the weighted average life to maturity of, the Indebtedness being modified, refinanced, refunded, renewed or extended, (c) if the Indebtedness being modified, refinanced, refunded, renewed or extended is subordinated in right of payment to the Obligations, such modification, refinancing, refunding, renewal or extension is subordinated in right of payment to the Obligations on terms, taken as a whole, that are not more favorable to the Persons providing such Indebtedness being modified, refinanced, refunded, renewed or extended, (d) at the time thereof, no Default or Event of Default shall have occurred and be continuing, (e) if such Indebtedness being modified, refinanced, refunded, renewed or extended is secured, the terms and conditions relating to collateral of any such modified, refinanced, refunded, renewed or extended Indebtedness, taken as a whole, are not more favorable to the Persons providing such Indebtedness than those applicable to the Lenders with respect to the Collateral for the Indebtedness being modified, refinanced, refunded, renewed or extended (and the Liens on any Collateral securing any such modified, refinanced, refunded, renewed or extended Indebtedness shall have the same (or lesser) priority relative to the Liens on the Collateral securing the Obligations), (f) the terms and conditions (excluding any subordination, pricing, fees, rate floors, discounts, premiums and optional prepayment or redemption terms) of any such modified, refinanced, refunded, renewed or extended Indebtedness, taken as a whole, shall not be materially less favorable to the Loan Parties than this Agreement, except for covenants or other provisions applicable only to periods after the Term, and (g) such modification, refinancing, refunding, renewal or extension is incurred and guaranteed only by the Persons who are the obligors on the Indebtedness being modified, refinanced, refunded, renewed or extended.

"Person" shall mean any individual, sole proprietorship, partnership, corporation, business trust, joint stock company, trust, unincorporated organization, association, limited liability company, unlimited liability company, limited liability partnership, institution, public benefit corporation, joint venture, entity or Governmental Body (whether federal, state, county, city, municipal or otherwise, including any instrumentality, division, agency, body or department thereof).

"Plan" shall mean an "employee benefit plan" as defined in Section 3(3) of ERISA (other than a Multiemployer Plan) that is subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA and is maintained or contributed to by Castle or any Subsidiary or with respect to which Castle or any Subsidiary has any liability (including on account of an ERISA Affiliate).

"Plan Effective Date" has the meaning provided therefor in the Confirmed Plan.

"Pledge Agreement" shall mean (i) the Pledge Agreement dated as of the Closing Date, by and between Castle and the Agent, and (ii) any other Pledge Agreement executed and delivered by any Loan Party to Agent for the benefit of Lenders pursuant to the provisions hereof, including, without limitation, the Mexican Security Documents, in each case together with all amendments, supplements, modifications, substitutions and replacements thereto and thereof, and "Pledge Agreements" means collectively, all such Pledge Agreements.

"PNC" shall have the meaning set forth in the preamble to this Agreement and shall extend to all of its successors and assigns.

"PPSA" shall mean the *Personal Property Security Act* (Ontario) (or any successor statute) or similar legislation (including, without limitation, the *Civil Code* (Quebec)) of any other jurisdiction the laws of which are required by such legislation to be applied in connection with the issue, perfection, enforcement, validity or effect of security interests.

"Projections" shall mean the projections, estimates or other forward looking statements of consolidated balance sheet, related statement of income and cash flow of the Loan Parties made available to the Agent and the Lenders on or prior to the Closing Date.

"Properly Contested" shall mean, in the case of any Indebtedness or Lien, as applicable, of any Person (including any taxes) that is not paid as and when due or payable by reason of such Person's bona fide dispute concerning its liability to pay same or concerning the amount thereof, (i) such Indebtedness or Lien, as applicable, is being properly contested in good faith by appropriate proceedings promptly instituted and diligently conducted; (ii) such Person has established appropriate reserves as shall be required in conformity with GAAP; (iii) the non-payment of such Indebtedness will not have a Material Adverse Effect and will not result in the imminent forfeiture of any assets of such Person; (iv) no Lien is imposed upon any of such Person's assets with respect to such Indebtedness unless such Lien is at all times junior and subordinate in priority to the Liens in favor of Agent (except only with respect to property taxes that have priority as a matter of applicable state law) and enforcement of such Lien is stayed during the period prior to the final resolution or disposition of such dispute; (v) if such Indebtedness or Lien, as applicable, results from, or is determined by the entry, rendition or issuance against a Person or any of its assets of a judgment, writ, order or decree, enforcement of such judgment, writ, order or decree is stayed pending a timely appeal or other judicial review; and (vi) if such contest is abandoned, settled or determined adversely (in whole or in part) to such Person, such Person forthwith pays such Indebtedness and all penalties, interest and other amounts due in connection therewith.

"Purchasing CLO" shall have the meaning set forth in Section 16.3(d) hereof.

"Purchasing Lender" shall have the meaning set forth in Section 16.3(c) hereof.

"Qualified ECP Loan Party" shall mean each Borrower or Guarantor that on the Eligibility Date is (a) a corporation, partnership, proprietorship, organization, trust, or other entity other than a "commodity pool" as defined in Section 1a(10) of the CEA and CFTC regulations thereunder that has total assets exceeding $10,000,000 or (b) an Eligible Contract Participant that can cause another person to qualify as an Eligible Contract Participant on the

Eligibility Date under Section 1a(18)(A)(v)(II) of the CEA by entering into or otherwise providing a "letter of credit or keepwell, support, or other agreement" for purposes of Section 1a(18)(A)(v)(II) of the CEA.

"Qualified Equity Interests" shall mean any Equity Interests that are not Disqualified Equity Interests.

"Real Estate Collateral Requirements" shall mean the requirement that on the Closing Date, with respect to the Mortgaged Property listed on Schedule 1.1(b) and thereafter as required by Sections 4.2, 6.11 and 6.20, Agent shall have received a Mortgage for each Mortgaged Property in form and substance reasonably acceptable to Agent and suitable for recording or filing, together, with respect to each Mortgage for any property located in the United States or Canada, as the context requires, the following documents: (a) a fully paid policy of title insurance (i) in a form approved by Agent insuring the Lien of the Mortgage encumbering such property as a valid first priority Lien, subject only to exceptions to title reasonably acceptable to Agent, (ii) in an amount reasonably satisfactory to Agent, (iii) issued by First American Title Insurance Company or another nationally recognized title insurance company reasonably satisfactory to Agent (the "Title Company") and (iv) that includes (A) such coinsurance and direct access reinsurance as Agent may deem necessary or desirable and (B) such endorsements or affirmative insurance reasonably required by Agent and available in the applicable jurisdiction (including, if applicable without limitation, endorsements on matters relating to usury, zoning, variable rate, address, separate tax lot, subdivision, tie in or cluster, contiguity, access and so-called comprehensive coverage over covenants and restrictions), (b) with respect to any property located in any jurisdiction in which a zoning endorsement is not available (or for which a zoning endorsement is not available at a premium that is not excessive), if requested by Agent, a zoning compliance letter from the applicable municipality or a zoning report from Planning and Zoning Resource Corporation (or another person acceptable to Agent), in each case satisfactory to Agent, (c) upon the request of Agent, a Survey, (d) upon the request of Agent, an appraisal complying with the requirements of the Financial Institutions Reform, Recovery and Enforcement Act of 1989, by a third-party appraiser selected by Agent, (e) an opinion of local counsel reasonably acceptable to Agent and in form and substance satisfactory to Agent which includes, without limitation, the due execution and delivery of and enforceability of each applicable Mortgage, the corporate formation, existence and good standing of the applicable mortgagor, and such other matters as may be reasonably requested by Agent, (f) if requested by Agent, no later than three (3) Business Days prior to the delivery of the Mortgage for each Mortgaged Property, the following documents and instruments, in order to comply with all Flood Laws: (A) a completed standard flood hazard determination form and (B) if the improvement(s) to the improved real property is located in a special flood hazard area, a notification to Borrowing Agent ("Borrower Notice") and, if applicable, notification to Borrowing Agent that flood insurance coverage under the National Flood Insurance Program ("NFIP") is not available because the community does not participate in the NFIP, documentation evidencing Borrowing Agent's receipt of the Borrower Notice and (C) if the Borrower Notice is required to be given and flood insurance is available in the community in which the property is located, a copy of the flood insurance policy, Borrowing Agent's application for a flood insurance policy plus proof of premium payment, a declaration page confirming that flood insurance has been issued, or such other evidence of flood insurance satisfactory to Agent, (g) upon the reasonable request of Agent, Phase I environmental site

assessment reports prepared in accordance with the current ASTM E1527 standard ("Phase Is") (to the extent not already provided) and reliance letters for such Phase Is (which Phase Is and reliance letters shall be in form and substance reasonably acceptable to Agent) and any other environmental information, assessments or reports as Agent shall reasonably request, and, to the extent Agent determinations based on the information contained in such Phase I that additional testing is required, such other environmental assessments as reasonably requested by Agent; provided that Borrowers shall not be required to reimburse Agent for such Phase Is or other environmental assessments unless and Event of Default has occurred or Agent has a reasonable basis to believe that Hazardous Materials exist at the applicable real property location in violation of Environmental Laws, and (h) such other instruments and documents (including subordination or pari passu confirmations, consulting engineer's reports and lien searches) as Agent shall reasonably request and with respect to each Mortgage for any property located outside the United States, equivalent documents available in the applicable jurisdiction and required by Agent.

"Real Property" shall mean all of each Loan Party's right, title and interest in and to the owned and leased premises identified on Schedule 5.12 hereto or which is hereafter owned or leased by any Loan Party.

"Receivables" shall mean and include, as to each Loan Party, all of such Loan Party's accounts, contract rights, instruments (including those evidencing indebtedness owed to such Loan Party by its Affiliates), documents, chattel paper (including electronic chattel paper), general intangibles and intangibles relating to accounts, drafts and acceptances, credit card receivables and all other forms of obligations owing to such Loan Party arising out of or in connection with the sale or lease of Inventory or the rendition of services, all supporting obligations, guarantees and other security therefor, whether secured or unsecured, now existing or hereafter created, and whether or not specifically sold or assigned to Agent hereunder.

"Receivables Advance Rate" shall have the meaning set forth in Section 2.1(a)(y)(i) hereof.

"Recovery Event" shall mean any event that gives rise to the receipt by any Loan Party of any cash insurance proceeds or condemnation awards payable by reason of casualty, theft, loss, physical destruction, damage, taking, condemnation or any other similar event with respect to any property or assets of any Loan Party.

"Register" shall have the meaning set forth in Section 16.3(e).

"Regulation U" shall mean Regulation U of the Board of Governors of the Federal Reserve System as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"Reimbursement Obligation" shall have the meaning set forth in Section 2.11(b) hereof.

"Related Parties" shall mean, with respect to any specified Person, such Person's Affiliates and the respective officers, directors (including directors or authorized signatories of the general partner of any Person), employees, agents, advisors, representatives, controlling

persons, members, partners, successors and permitted assigns of such Person and such Person's Affiliates.

"Release" shall mean any actual or imminent release, spill, emission, leaking, dumping, injection, pouring, pumping, deposit, disposal, discharge, dispersal, leaching or migration into or through the indoor or outdoor environment, including the air, soil and ground and surface water or into, through, within or upon any building, structure, facility or fixture.

"Reorganization Documents" means the Confirmed Plan and a filing of notice of occurrence of Plan Effective Date.

"Reportable Compliance Event" shall mean that any Covered Entity becomes a Sanctioned Person, or is charged by indictment, criminal complaint or similar charging instrument, arraigned, or custodially detained in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or has knowledge of facts or circumstances to the effect that it is reasonably likely that any aspect of its operations is in actual or probable violation of any Anti-Terrorism Law.

"Required Lenders" shall mean (A) if there are two (2) or fewer Lenders (not including Swing Loan Lender (in its capacity as such Swing Loan Lender) or any Defaulting Lender), all Lenders, (B) if there are Advances outstanding and more than two (2) Lenders (not including Swing Loan Lender (in its capacity as such Swing Loan Lender) or any Defaulting Lender), Lenders holding greater than fifty percent (50%) of the Advances (excluding Swing Loans and any Advances held by any Defaulting Lender); provided that if any one (1) Lender holds greater than fifty percent (50%) of the Advances (excluding Swing Loans and any Advances held by any Defaulting Lender), Lenders holding sixty-six and two-thirds of one percent (66⅔%) of the Advances (excluding Swing Loans and any Advances held by any Defaulting Lender), or (C) if there are no Advances outstanding and more than two (2) Lenders (not including Swing Loan Lender (in its capacity as such Swing Loan Lender) or any Defaulting Lender), Lenders holding greater than fifty percent (50%) of the aggregate of the Commitment Percentages of all Lenders (excluding any Defaulting Lender); provided that if any one (1) Lender holds greater than fifty percent (50%) of the Commitment Percentages, Lenders holding sixty-six and two-thirds of one percent (66⅔%) of the aggregate of the Commitment Percentages of all Lenders (excluding any Defaulting Lender).

"Required Pledge Amount" shall mean an amount not to exceed sixty-five percent (65%).

"Reserve Percentage" shall mean as of any day the maximum percentage in effect on such day as prescribed by the Board of Governors of the Federal Reserve System (or any successor) for determining the reserve requirements (including supplemental, marginal and emergency reserve requirements) with respect to eurocurrency funding.

"Restricted" shall mean, when referring to cash or Cash Equivalents of Borrowers or any other Loan Party, that such cash or Cash Equivalents appears (or would be required to appear) as "restricted" on a consolidated balance sheet of Borrowers or such other Loan Party.

"Restricted Payment" shall mean any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests in any Loan Party, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any Equity Interests in any Loan Party.

"Reverse Stock Split" shall mean a reverse stock split of the Equity Interests of Castle.

"Revolver A Commitment Percentage" of any Lender shall mean the percentage set forth opposite such Lender's name on Annex A hereto under the header "Revolver A Commitment Percentage", as same may be adjusted upon any assignment by a Lender pursuant to Section 16.3(c) or Section 16.3(d) hereof.

"Revolver Commitment Percentage" of any Lender shall mean the percentage set forth opposite such Lender's name on Annex A hereto with respect to its Revolver A Commitment Percentage and Revolver B Commitment Percentage, as applicable, as same may be adjusted upon any assignment by a Lender pursuant to Section 16.3(c) or Section 16.3(d) hereof.

"Revolver B Commitment Percentage" of any Lender shall mean the percentage set forth opposite such Lender's name on Annex A hereto under the header "Revolver B Commitment Percentage", as same may be adjusted upon any assignment by a Lender pursuant to Section 16.3(c) or Section 16.3(d) hereof.

"Revolving Advances" shall mean Advances made other than Letters of Credit, Acceptances, and Swing Loans.

"Revolving A Advances" shall mean advances made under Section 2.1(a) hereof.

"Revolving A Commitment" shall mean the collective obligation of Lenders to make Revolving A Advances pursuant to the terms and conditions of this Agreement.

"Revolving A Facility Usage" shall mean at any time, the sum of (i) the outstanding Revolving A Advances plus (ii) the outstanding Obligations with respect to Letters of Credit plus (iii) the outstanding Swing Loans.

"Revolving A Interest Rate" shall mean with respect any Advances (other than Revolving B Advances), an interest rate per annum equal to (a) the sum of the Alternate Base Rate *plus* the Applicable Margin for Revolving A Advances with respect to Domestic Rate Loans and (b) the sum of the Eurodollar Rate plus the Applicable Margin for Revolving A Advances with respect to Eurodollar Rate Loans.

"Revolving B Advances" shall mean advances made under Section 2.1(b) hereof.

"Revolving B Advance Conditions" shall mean, with respect to any advance of Revolving B Advances after the First Amendment Effective Date, Agent shall have received (a) ten (10) Business Day's prior written notice from Borrowing Agent of such request for a

Revolving B Advance, (b) a participation agreement, in form and substance reasonably acceptable to Agent, executed after the First Amendment Effective Date by the applicable Lender and one or more Participants reasonably acceptable to Agent in respect of the full amount of such Revolving B Advance, with each such Participant funding the full amount of such Revolving B Advance to the applicable Lender prior to or concurrently with the making of such Revolving B Advance to Borrowers; provided that Agent acknowledges and agrees that the form of Participation Agreement attached hereto as Exhibit 2.2(b) and the Participants named therein are acceptable to Agent, and (c) with respect to each such applicable Participant for such Revolving B Advance, such information and documentation as may reasonably be requested by Agent or any Lender with a Revolving B Commitment from time to time for purposes of compliance by Agent or such Lender with the USA Patriot Act and other "know your customer" and anti-money laundering rules and regulations, and any policy or procedure implemented by Agent or such Lender, to comply therewith.

"Revolving B Commitment" shall mean the collective obligation of Lenders to make Revolving B Advances pursuant to the terms and conditions of this Agreement.

"Revolving B Interest Rate" shall mean with respect to Revolving B Advances, an interest rate per annum equal to the Applicable Margin for Revolving B Advances.

"Revolving B Payment Conditions" shall mean, with respect to any proposed payment of cash interest in respect of Revolving B Advances, (i) no Default or Event of Default exists would be caused thereby, (ii) immediately after giving effect to any such payment in cash, Liquidity is greater than $20,000,000, (iii) immediately after giving effect to any such payment, the Fixed Charge Coverage Ratio, for the twelve fiscal months most recently ended for which financial statements have been delivered pursuant to Section 9.9, calculated on a pro forma basis after giving effect to such payment, shall be greater than or equal to 1.00 to 1.00, and (iv) Borrowers have provided Agent with ten (10) Business Days' advance written notice of their intention to make such payment in cash, together with a certificate of the President, Chief Financial Officer, Treasurer, Assistant Treasurer or Controller of Borrowing Agent certifying to the satisfaction of clause (iii) above and attaching a reasonably detailed calculation of such Fixed Charge Coverage Ratio.

"Revolving B PIK Interest" shall have the meaning set forth in Section 3.1 hereof.

"Revolving Commitment" shall mean the collective obligation of Lenders to make Revolving Advances pursuant to the terms and conditions of this Agreement.

"Revolving Commitment Amount" shall mean, as to any Lender, the "Revolving A Commitment Amount" (if any) and "Revolving B Commitment Amount" (if any) set forth opposite such Lender's name on Annex A attached hereto (or, in the case of any Lender that became party to this Agreement after the Closing Date pursuant to Section 16.3(c) or (d) hereof, the "Revolving A Commitment Amount" (if any) and "Revolving B Commitment Amount" (if any) of such Lender as set forth in the applicable Commitment Transfer Supplement.

"Revolving Credit Note" shall mean, collectively, the promissory notes referred to in Section 2.1(a) hereof.

"Revolving Facility Usage" shall mean at any time, the sum of (i) the outstanding Revolving Advances plus (ii) the outstanding Obligations with respect to Letters of Credit plus (iii) the outstanding Swing Loans.

"Revolving Interest Rate" shall mean (i) with respect to any Advances (other than Revolving B Advances), the Revolving A Interest Rate and (ii) with respect to Revolving B Advances, the Revolving B Interest Rate.

"S&P" shall mean Standard & Poor's Ratings Service or any successor thereto.

"Sanctioned Country" shall mean a country subject to a sanctions program maintained under any Anti-Terrorism Law or under Canadian Anti-Terrorism or Sanction Laws.

"Sanctioned Person" shall mean (i) any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person, group, regime, entity or thing, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any Anti-Terrorism Law, or (ii) any Canadian Blocked Person.

"Second Amendment" shall mean that certain Amendment No. 2 to Revolving Credit and Security Agreement, dated as of the Second Amendment Effective Date, by and among Borrowers, the other Loan Parties party thereto, the Lenders party thereto and Agent.

"Second Amendment Effective Date" means March 27, 2020

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Senior Representative" shall mean, with respect to any Indebtedness, the trustee, administrative agent, collateral agent, security agent or similar agent under the indenture or other agreement pursuant to which such Indebtedness is issued, incurred or otherwise obtained, as the case may be, and each of their successors in such capacities.

"Settlement Date" shall mean the Closing Date and thereafter Wednesday or Thursday of each week or more frequently if Agent deems appropriate unless such day is not a Business Day in which case it shall be the next succeeding Business Day.

"Stockholders Agreement" shall mean the Stockholders Agreement dated as even date herewith by and among Castle and the Stockholders that are party thereto, as the same may be amended, supplemented, or otherwise modified from time to time.

"Subsidiary" shall mean, with respect to any Person (herein referred to as the "parent"), any corporation, partnership, limited liability company, association or other business entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or more than 50% of the general partnership interests are, at the time any determination is being made, owned, Controlled or held, or (b) that is, at the time any determination is made, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"Subsidiary Stock" shall mean all of the issued and outstanding Equity Interests of any Subsidiary owned by any Loan Party (not to include Excluded Foreign Subsidiary Stock).

"Survey" shall mean a survey of any Mortgaged Property (and all improvements thereon) which is (a) (i) prepared by a surveyor or engineer licensed to perform surveys in the jurisdiction where such Mortgaged Property is located, (ii) dated (or redated) not earlier than six (6) months prior to the date of delivery thereof unless there shall have occurred within six months prior to such date of delivery any exterior construction on the site of such Mortgaged Property or any easement, right of way or other interest in the Mortgaged Property has been granted or become effective through operation of law or otherwise with respect to such Mortgaged Property which, in either case, can be depicted on a survey, in which events, as applicable, such survey shall be dated (or redated) after the completion of such construction or if such construction shall not have been completed as of such date of delivery, not earlier than twenty (20) days prior to such date of delivery, or after the grant or effectiveness of any such easement, right of way or other interest in the Mortgaged Property, (iii) certified by the surveyor (in a manner reasonably acceptable to Agent) to Agent and the Title Company, (iv) complying in all respects with the minimum detail requirements of the American Land Title Association as such requirements are in effect on the date of preparation of such survey, (v) sufficient for the Title Company to remove all standard survey exceptions from the Mortgage Policy relating to such Mortgaged Property and issue the endorsements of the type required by paragraph (f) of the definition of Real Estate Collateral Requirements and (vi) otherwise reasonably acceptable to Agent.

"Swap" shall mean any "swap" as defined in Section 1a(47) of the CEA and regulations thereunder other than (a) a swap entered into on, or subject to the rules of, a board of trade designated as a contract market under Section 5 of the CEA, or (b) a commodity option entered into pursuant to CFTC Regulation 32.3(a).

"Swap Obligations" shall mean any obligation to pay or perform under any agreement, contract or transaction that constitutes a Swap which is also a provided by a Lender.

"Swing Loan Commitment" shall mean PNC's commitment to make Swing Loans to Borrowers pursuant to Section 2.23(a) hereof in an aggregate principal amount up to ten percent (10%) of the Maximum Revolving A Advance Amount.

"Swing Loan Lender" shall mean PNC, in its capacity as lender of the Swing Loans.

"Swing Loan Request" shall mean a request for Swing Loans made in accordance with Section 2.23(b) hereof.

"Swing Loans" shall mean collectively and "Swing Loan" shall mean separately all Swing Loans or any Swing Loan made by PNC to Borrowers pursuant to Section 2.23 hereof.

"Swing Note" shall mean the promissory note referred to in Section 2.23(d) hereof, together with all amendments, restatements, extensions, renewals, replacements, refinancings or refundings thereof in whole or in part.

"Taxes" shall mean all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Body, including any interest, additions to tax or penalties applicable thereto.

"Term" shall have the meaning set forth in Section 13.1 hereof.

"Termination Date" shall mean the earlier of (a) February 28, 2022 and (b) acceleration of any portion of the Obligations and the termination of the Commitments upon the occurrence of an Event of Default.

"Threshold Amount" shall mean $500,000.

"Trading with the Enemy Act" shall mean the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any enabling legislation or executive order relating thereto, which shall not apply to the Canadian Loan Parties in respect of any business dealings with Cuba or residents of Cuba.

"Transaction Costs" shall mean the fees, costs and expenses incurred in connection with the Transactions.

"Transactions" shall mean collectively, (a) the execution and delivery of, and the performance under, this Agreement and the Other Documents, in each case by the Loan Parties party thereto (as of the Closing Date), (b) the making of any Advances requested to be made on the Closing Date, and (c) the payment of Transaction Costs related to the foregoing.

"Transferee" shall have the meaning set forth in Section 16.3(d) hereof.

"UCP" shall have the meaning set forth in Section 2.9(b) hereof.

"Unfinanced Capital Expenditures" shall mean all Capital Expenditures of the Borrowers on a Consolidated Basis financed using (y) cash-on-hand or generated from operations and not from the proceeds of financing transactions, and (z) the proceeds of Revolving Advances.

"Uniform Commercial Code" shall have the meaning set forth in Section 1.3 hereof.

"Unrestricted" shall mean, when referring to cash or Cash Equivalents of a Loan Party or any Subsidiary, any such cash or Cash Equivalents that is not Restricted.

"U.S. Export Laws" shall mean, but not be limited to, any and all laws by which the exportation, re-exportation, diversion, shipment or transfer of merchandise is controlled as to person, destination or entity, and shall include but not be limited to the Export Administration Act; the Trading With the Enemy Act; the International Emergency Economic Powers Act; the International Security and Development Cooperation Act of 1985, together with all regulations, directives, Executive Orders and Proclamations as shall be implemented to enforce such laws, and as such laws shall added, amended or repealed, from time to time.

"U.S. Foreign Holdco" shall mean a Domestic Subsidiary substantially all of the assets of which consist of Equity Interests or debt of one or more direct or indirect Foreign Subsidiaries and assets incidental thereto.

"U.S. Loan Party" shall mean each Borrower and each other Loan Party that is organized or incorporated under the laws of the United States or any state or territory thereof or the District of Columbia, and "U.S. Loan Parties" means all such Persons, collectively.

"USA PATRIOT Act" shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

"U.S. Person" shall mean any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

"Voting Power" shall mean, with respect to any Person, the exclusive ability to control, through the ownership of shares of capital stock, partnership interests, membership interests or otherwise, the election of members of the board of directors or other similar governing body of such Person, and the holding of a designated percentage of Voting Power of a Person means the ownership of shares of capital stock, partnership interests, membership interests or other interests of such Person sufficient to control exclusively the election of that percentage of the members of the board of directors or other similar governing body of such Person.

"Week" shall mean the time period commencing with the opening of business on a Monday and ending on the end of business the following Sunday.

"Wholly Owned Subsidiary" of any Person shall mean a subsidiary of such Person of which securities (except for directors' qualifying shares) or other ownership interests representing 100% of the Equity Interests are, at the time any determination is being made, owned, Controlled or held by such Person or one or more Wholly Owned subsidiaries of such Person or by such Person and one or more Wholly Owned subsidiaries of such Person.

"Withdrawal Liability" shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E of Title IV of ERISA.

1.3 Uniform Commercial Code Terms.

(a) All terms used herein and defined in the Uniform Commercial Code as adopted in the State of New York from time to time (the "Uniform Commercial Code") shall have the meaning given therein unless otherwise defined herein. Without limiting the foregoing, the terms "accounts", "chattel paper", "commercial tort claims", "instruments", "general intangibles", "goods", "payment intangibles", "proceeds", "supporting obligations", "securities", "investment property", "documents", "deposit accounts", "software", "letter of credit rights", "inventory", "equipment" and "fixtures", as and when used in the description of Collateral (including in Section 4.1 hereto) shall have the meanings given to such terms in Articles 8 or 9 of

the Uniform Commercial Code. To the extent the definition of any category or type of collateral is expanded by any amendment, modification or revision to the Uniform Commercial Code, such expanded definition will apply automatically as of the date of such amendment, modification or revision.

(b) Any terms used in this Agreement that are defined in the PPSA (including, but not limited to, "accounts", "chattel paper", "instruments", " intangibles", "goods", "proceeds", "securities", "investment property", "documents of title", "inventory", "equipment" and "fixtures") shall, to the extent relating to Collateral consisting of assets of Canadian Loan Parties or otherwise located in Canada, be construed and defined as set forth in the PPSA unless otherwise defined herein and any terms used in this Agreement that are defined in the UCC and relating to Collateral consisting of assets of the Loan Parties that are not Canadian Loan Parties or otherwise not located in Canada shall be construed and defined as set forth in the UCC unless otherwise defined herein.

1.4 Certain Matters of Construction.

The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. All references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein in the singular also include the plural and vice versa. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. Unless otherwise provided, all references to any instruments or agreements to which Agent is a party, including references to any of the Other Documents, shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof. All references herein to the time of day shall mean the time in New York, New York. Unless otherwise provided, all financial calculations shall be performed with Inventory valued on a first-in, first-out basis. Whenever the words "including" or "include" shall be used, such words shall be understood to mean "including, without limitation" or "include, without limitation." A Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement; and an Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing by the Required Lenders. Any Lien referred to in this Agreement or any of the Other Documents as having been created in favor of Agent, any agreement entered into by Agent pursuant to this Agreement or any of the Other Documents, any payment made by or to or funds received by Agent pursuant to or as contemplated by this Agreement or any of the Other Documents, or any act taken or omitted to be taken by Agent, shall, unless otherwise expressly provided, be created, entered into, made or received, or taken or omitted, for the benefit or account of Agent and Lenders. Wherever the phrase "to the best of Loan Parties' knowledge" or words of similar import relating to the knowledge or the awareness of any Loan Party are used in this Agreement or Other Documents, such phrase shall mean and refer to (i) the actual knowledge of a senior officer of any Loan Party or (ii) the knowledge that a senior officer would have obtained if he had engaged in good faith and diligent performance of his duties, including

the making of such reasonably specific inquiries as may be necessary of the employees or agents of such Loan Party and a good faith attempt to ascertain the existence or accuracy of the matter to which such phrase relates. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or otherwise within the limitations of, another covenant shall not avoid the occurrence of a default if such action is taken or condition exists. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of a breach of a representation or warranty hereunder. Any reference herein or in any Other Document to the satisfaction, repayment, or payment in full of the Obligations shall mean (a) the payment or repayment in full in immediately available funds of (i) the principal amount of, and interest accrued and unpaid with respect to, all outstanding Advances, together with the payment of any premium applicable to the repayment of the Advances, (ii) all expenses to which Agent, any Lender or Issuer is entitled to reimbursement hereunder or under any Other Document that have accrued and are unpaid regardless of whether demand has been made therefor, (iii) all fees or charges that have accrued hereunder or under any Other Document (including the Letter of Credit fees) and are unpaid, (b) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing cash collateralization in an amount equal to one hundred five percent (105%) of the Letters of Credit in accordance herewith, (c) in the case of Cash Management Liabilities, providing cash collateralization in an amount equal to the credit exposure (as reasonably determined by Agent) with respect thereto; (d) the receipt by Agent of cash collateral in order to secure any other contingent Obligations for which a claim or demand for payment has been made on or prior to such time or in respect of matters or circumstances known to Agent or a Lender at such time that are reasonably expected to result in any loss, cost, damage, or expense (including attorneys' fees and legal expenses), such cash collateral to be in such amount as Agent reasonably determines is appropriate to secure such contingent Obligations, (e) the payment or repayment in full in immediately available funds of all other outstanding Obligations (including the payment of any termination amount then applicable (or which would or could become applicable as a result of the repayment of the other Obligations) with respect to Hedge Liabilities) other than (i) unasserted contingent indemnification Obligations for which there is no reasonable basis to assume a claim will be asserted; (ii) Hedge Liabilities that, at such time, are allowed by the applicable Lender (or Affiliate) to remain outstanding without being required to be repaid; and (iii) any Cash Management Liabilities that, at such time, are allowed by the applicable Lender (or Affiliate) to remain outstanding without being required to be repaid or cash collateralized, and (f) the termination of all of the commitments of the Lenders.

1.5 Currency Matters. Unless otherwise provided for herein, all amounts and calculations set forth in Dollars in this Agreement shall be determined as of each date of measurement by the Dollar Equivalents thereof as of such date of measurement. For purposes of the foregoing, "Dollar Equivalent" means, at any time, (a) as to any amount denominated in Dollars, the amount thereof at such time, and (b) as to any currency other than Dollars, the equivalent amount in Dollars as reasonably determined by Agent at such time that such amount could be converted into Dollars by Agent according to prevailing exchange rates selected by Agent in its Permitted Discretion. Principal, interest, reimbursement obligations, fees, and all other amounts payable under this Agreement and the other Loan Documents shall be payable in

Dollars. Unless stated otherwise, all calculations, comparisons, measurements or determinations under this Agreement (including without limitation, calculation of the Borrowing Base or the determination of whether a repayment is required under this Agreement), shall be made in Dollars by aggregating the Dollar Equivalent of each component thereof. For the purpose of such calculations, comparisons, measurements or determinations, amounts denominated in other currencies shall be converted to the Dollar Equivalent thereof on the date of calculation, comparison, measurement or determination. If the Agent shall receive payment in a currency other than the currency in which the Obligations are due, whether pursuant to the exercise of control under a Loan Document, or as proceeds or realization of the Collateral or otherwise, then the Agent shall be authorized to convert such amounts to Dollars according to prevailing exchange rates selected by Agent in its Permitted Discretion.

1.6 Québec Matters. For purposes of any Collateral located in the Province of Quebec or charged by any deed of hypothec (or any other Loan Document) and for all other purposes pursuant to which the interpretation or construction of a Loan Document may be subject to the laws of the Province of Quebec or a court or tribunal exercising jurisdiction in the Province of Quebec, (a) "personal property" shall be deemed to include "movable property", (b) "real property" shall be deemed to include "immovable property", (c) "tangible property" shall be deemed to include "corporeal property", (d) "intangible property" shall be deemed to include "incorporeal property", (e) "security interest", "mortgage" and "lien" shall be deemed to include a "hypothec", "prior claim" and a "resolutory clause", (f) all references to filing, registering or recording under the PPSA shall be deemed to include publication under the *Civil Code of Quebec*, (g) all references to "perfection" of or "perfected" Liens shall be deemed to include a reference to an "opposable" or "set up" Liens as against third parties, (h) any "right of offset", "right of setoff" or similar expression shall be deemed to include a "right of compensation", (i) "goods" shall be deemed to include "corporeal movable property" other than chattel paper, documents of title, instruments, money and securities, (j) an "agent" shall be deemed to include a "mandatary", (k) "construction liens" shall be deemed to include "legal hypothecs" securing claims of persons having taken part in the construction or renovation of an immovable, (l) "joint and several" shall be deemed to include "solidary", (m) "gross negligence or willful misconduct" shall be deemed to be "intentional or gross fault", (n) "beneficial ownership" shall be deemed to include "ownership on behalf of another as mandatary", (o) "easement" shall be deemed to include "servitude", (p) "priority" shall be deemed to include "prior claim", (q) "survey" shall be deemed to include "certificate of location and plan", (r) a "land surveyor" shall be deemed to include an "*arpenteur-géomètre*"; and (r) "fee simple title" shall be deemed to include "absolute ownership". The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. *Les parties aux présentes confirment que c'est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en la langue anglaise seulement.*

1.7 LIBOR Notification. Section 3.14 of this Agreement provides a mechanism for determining an alternative rate of interest in the event that the London interbank offered rate is no longer available or in certain other circumstances. The Administrative Agent does not warrant

or accept any responsibility for and shall not have any liability with respect to, the administration, submission or any other matter related to the London interbank offered rate or other rates in the definition of "Eurodollar Rate" or with respect to any alternative or successor rate thereto, or replacement rate therefor.

II. ADVANCES, PAYMENTS.

2.1 Revolving Advances.

(a) Amount of Revolving A Advances. Subject to the terms and conditions set forth in this Agreement including Section 2.1(c), each Lender with a Revolving A Commitment, severally and not jointly, will make Revolving A Advances to Borrowers in aggregate amounts outstanding at any time equal to such Lender's Revolver A Commitment Percentage of the Revolving A Commitment; provided, that after giving effect to such Revolving A Advances the Revolving A Facility Usage shall not exceed the Maximum Revolving A Advance Amount. Without limiting the foregoing, in no event shall the aggregate amount of outstanding Revolving A Advances exceed the lesser of (x) the Maximum Revolving A Advance Amount less the sum of (i) the aggregate amount of outstanding Swing Loans, *plus* (ii) the aggregated Maximum Undrawn Amount of all outstanding Letters of Credit, and (y) an amount equal to the sum of:

(i) subject to the provisions of Section 2.1(c) hereof, up to eighty-five percent (85%) ("Receivables Advance Rate") of (A) Eligible Canadian Receivables, (B) Eligible U.S. Receivables, and (C) Eligible Mexican Receivables (in each case, net of any Eligible Insured Receivables included in subsection (ii) below), *plus*

(ii) subject to the provisions of Section 2.1(c) hereof, up to ninety percent (90%) of Eligible Insured Receivables ("Insured Receivables Advance Rate"), *plus*

(iii) up to the sum of (x) the lesser of (1) seventy-five percent (75%), subject to the provisions of Section 2.1(c) hereof (the "Eligible Inventory Advance Rate"), of the value of the Eligible Mexican Inventory and (2) ninety percent (90%) of the appraised net orderly liquidation value ("Eligible Inventory NOLV Advance Rate"; together with the Receivables Advance Rate, Insured Receivables Advance Rate, and Eligible Inventory Advance Rate, the "Advance Rates") of the Eligible Mexican Inventory (as evidenced by an Inventory appraisal satisfactory to Agent in its Permitted Discretion, which will reflect a six-month liquidation process), (y) the lesser of (1) the product of the Eligible Inventory Advance Rate and the value of the Eligible Canadian Inventory and (2) the product of the Eligible Inventory NOLV Advance Rate and the Eligible Canadian Inventory (as evidenced by an Inventory appraisal satisfactory to Agent in its Permitted Discretion, which will reflect a six-month liquidation process), and (z) the lesser of (1) the product of the Eligible Inventory Advance Rate and the value of the Eligible U.S. Inventory and (2) the product of the Eligible Inventory NOLV Advance Rate and the Eligible U.S. Inventory (as evidenced by an Inventory appraisal satisfactory to Agent in its Permitted Discretion, which will reflect a six-month liquidation process), *provided that* up to $2,000,000 of advances after applying the Eligible Inventory NOLV

Advance Rate from "Excess and Obsolete" Inventory (as defined in the most recent Inventory appraisal) may be included under this subsection (iii), *minus*

(iv) the aggregate Maximum Undrawn Amount of all outstanding Letters of Credit, *minus*

(v) the aggregate amount of outstanding Swing Loans, *minus*

(vi) the Availability Block, *minus*

(vii) such other reserves as Agent in its Permitted Discretion may deem proper and necessary from time to time (which shall include, without limitation, all of the Mexican Priority Payables Reserve and all of the Canadian Priority Payables Reserve), whether or not of the same type or nature of those reserves in place on the Closing Date;

*provided that* in no event shall the aggregate amounts attributable in subsections (i), (ii) and (iii) above to (a) Eligible Canadian Receivables and Eligible Canadian Inventory (after applying the applicable Advance Rates) exceed $20,000,000, (b) Eligible Mexican Receivables and Eligible Mexican Inventory (after applying the applicable Advance Rates) exceed $15,000,000 or (c) Eligible Mexican Inventory exceed 50% of the aggregate amounts attributable to the sum of Eligible Mexican Receivables and Eligible Mexican Inventory (after applying the applicable Advance Rates).

The amount derived from (x) the sum of Sections 2.1(a)(y)(i), (ii), and (iii) minus (y) the sum of Section 2.1(a)(y)(iv), (v), (vi) and (vii), at any time and from time to time shall be referred to as the "Formula Amount". The Revolving Advances shall, at the request of any Lender, be evidenced by one or more secured promissory notes (collectively, the "Revolving Credit Notes") substantially in the form attached hereto as Exhibit 2.1(a).

(b) Amount of Revolving B Advances. Subject to the terms and conditions set forth in this Agreement, each Lender with a Revolving B Commitment, severally and not jointly, will make to Borrowers (1) on the First Amendment Effective Date, a one-time Revolving B Advance in the aggregate amount of $18,000,000 equal to, with respect to each Lender, such Lender's Revolver B Commitment Percentage thereof, and (2) thereafter from time to time, in each case so long as the Revolving B Advance Conditions are satisfied, additional one-time Revolving B Advances equal to, with respect to each Lender, such Lender's Revolver B Commitment Percentage of the requested Revolving B Advance; provided, that the outstanding Revolving B Advances shall not exceed the sum of (i) the Maximum Revolving B Advance Amount plus (ii) any Revolving B PIK Interest accrued or paid-in-kind in accordance with this Agreement.

(c) Discretionary Rights. The Advance Rates may be increased or decreased by Agent at any time and from time to time in the exercise of its Permitted Discretion. Each Borrower consents to any such increases or decreases and acknowledges that decreasing the Advance Rates or increasing or imposing other reserves may limit or restrict Advances requested by Borrowing Agent. The rights of

Agent under this subsection are subject to the provisions of Section 16.2(b). The Agent shall give Borrowing Agent five (5) Business Days prior notice of its intention to decrease the Advance Rates. Notwithstanding the foregoing, any change in Advance Rates shall not trigger an obligation of the Borrowers to repay any Obligations incurred based on Advance Rates as they existed prior to such change.

2.2 Procedure for Borrowing Revolving Advances.

(a) Borrowing Agent on behalf of any Borrower may notify Agent prior to 12:00 p.m. on a Business Day of a Borrower's request to incur, on that day, a Revolving Advance hereunder. Should any amount required to be paid as interest hereunder (other than Revolving B PIK Interest), or as fees or other charges under this Agreement or any other agreement with Agent or Lenders, or with respect to any other Obligation, become due, the same shall be deemed a request for a Revolving A Advance maintained as a Domestic Rate Loan as of the date such payment is due, in the amount required to pay in full such interest, fee, charge or Obligation under this Agreement or any other agreement with Agent or Lenders, and such request shall be irrevocable.

(b) Notwithstanding the provisions of subsection (a) above, in the event any Borrower desires to obtain a Eurodollar Rate Loan, Borrowing Agent shall give Agent written notice by no later than 12:00 p.m. on the day which is three (3) Business Days prior to the date such Eurodollar Rate Loan is to be borrowed, specifying (i) the date of the proposed borrowing (which shall be a Business Day), (ii) the type of borrowing and the amount on the date of such Advance to be borrowed, which amount shall be in an aggregate principal amount that is not less than Five Hundred Thousand and 00/100 Dollars ($500,000.00) and integral multiples of Five Hundred Thousand and 00/100 Dollars ($500,000.00) in excess thereof, and (iii) the duration of the first Interest Period therefor. Interest Periods for Eurodollar Rate Loans shall be for one (1), two (2), or three (3) months; provided, if an Interest Period would end on a day that is not a Business Day, it shall end on the next succeeding Business Day unless such day falls in the next succeeding calendar month in which case the Interest Period shall end on the next preceding Business Day. No Eurodollar Rate Loan shall be made available to any Borrower during the continuance of a Default or an Event of Default. After giving effect to each requested Eurodollar Rate Loan, including those which are converted from a Domestic Rate Loan under Section 2.2(d), there shall not be outstanding more than five (5) Eurodollar Rate Loans, in the aggregate.

(c) Each Interest Period of a Eurodollar Rate Loan shall commence on the date such Eurodollar Rate Loan is made and shall end on such date as Borrowing Agent may elect as set forth in subsection (b)(iii) above provided that the exact length of each Interest Period shall be determined in accordance with the practice of the interbank market for offshore Dollar deposits and no Interest Period shall end after the last day of the Term. Borrowing Agent shall elect the initial Interest Period applicable to a Eurodollar Rate Loan by its notice of borrowing given to Agent pursuant to Section 2.2(b) or by its notice of conversion given to Agent pursuant to Section 2.2(d), as the case may be. Borrowing Agent shall elect the duration of each succeeding Interest Period by giving irrevocable written notice to Agent of such duration not later than 12:00 p.m. on the day which is three (3) Business Days prior to the last day of the then current Interest Period applicable to such Eurodollar Rate Loan. If Agent does not receive timely

notice of the Interest Period elected by Borrowing Agent, Borrowing Agent shall be deemed to have elected to convert to a Domestic Rate Loan subject to Section 2.2(d) herein below.

(d) Provided that no Event of Default shall have occurred and be continuing, Borrowing Agent may, on the last Business Day of the then current Interest Period applicable to any outstanding Eurodollar Rate Loan, or on any Business Day with respect to Domestic Rate Loans, convert any such loan into a loan of another type in the same aggregate principal amount provided that any conversion of a Eurodollar Rate Loan shall be made only on the last Business Day of the then current Interest Period applicable to such Eurodollar Rate Loan. If Borrowing Agent desires to convert a loan, Borrowing Agent shall give Agent written notice by no later than 12:00 p.m. (i) on the day which is three (3) Business Days' prior to the date on which such conversion is to occur with respect to a conversion from a Domestic Rate Loan to a Eurodollar Rate Loan, or (ii) on the day which is one (1) Business Day prior to the date on which such conversion is to occur with respect to a conversion from a Eurodollar Rate Loan to a Domestic Rate Loan, specifying, in each case, the date of such conversion, the loans to be converted and if the conversion is from a Domestic Rate Loan to any other type of loan, the duration of the first Interest Period therefor.

(e) At its option and upon written notice given prior to 12:00 p.m. at least three (3) Business Days' prior to the date of such prepayment, any Borrower may prepay the Eurodollar Rate Loans in whole at any time or in part from time to time with accrued interest on the principal being prepaid to the date of such repayment. Such Borrower shall specify the date of prepayment of Advances which are Eurodollar Rate Loans and the amount of such prepayment. In the event that any prepayment of a Eurodollar Rate Loan is required or permitted on a date other than the last Business Day of the then current Interest Period with respect thereto, such Borrower shall indemnify Agent and Lenders therefor in accordance with Section 2.2(f) hereof.

(f) Each Borrower shall indemnify Agent and Lenders and hold Agent and Lenders harmless from and against any and all losses or expenses that Agent and Lenders may sustain or incur as a consequence of any prepayment, conversion of or any default by any Borrower in the payment of the principal of or interest on any Eurodollar Rate Loan, or failure by any Borrower to complete a borrowing of, a prepayment of or conversion of or to a Eurodollar Rate Loan after notice thereof has been given, including, but not limited to, any interest payable by Agent or Lenders to lenders of funds obtained by it in order to make or maintain its Eurodollar Rate Loans hereunder. A certificate as to any additional amounts payable pursuant to the foregoing sentence submitted by Agent or any Lender to Borrowing Agent shall be conclusive absent manifest error.

(g) Notwithstanding any other provision hereof, if any Applicable Law, or any change therein or in the interpretation or application thereof, including without limitation any Change in Law, shall make it unlawful for Lenders or any Lender (for purposes of this subsection (g), the term "Lender" shall include any Lender and the office or branch where any Lender or any Person controlling such Lender makes or maintains any Eurodollar Rate Loans) to make or maintain its Eurodollar Rate Loans, the obligation of Lenders (or such affected Lender) to make Eurodollar Rate Loans hereunder shall forthwith be cancelled and Borrowers shall, if any affected Eurodollar Rate Loans are then outstanding, promptly upon request from Agent,

either pay all such affected Eurodollar Rate Loans, or convert such affected Eurodollar Rate Loans into loans of another type. If any such payment or conversion of any Eurodollar Rate Loan is made on a day that is not the last day of the Interest Period applicable to such Eurodollar Rate Loan, Borrowers shall pay Agent, upon Agent's request, such amount or amounts set forth in clause (f) above. A certificate as to any additional amounts payable pursuant to the foregoing sentence submitted by Lenders to Borrowing Agent shall be conclusive absent manifest error.

2.3 Disbursement of Advance Proceeds.

All Advances shall be disbursed from whichever office or other place Agent may designate from time to time and, together with any and all other Obligations of Borrowers to Agent or Lenders, shall be charged to Borrowers' Account on Agent's books. During the Term, Borrowers may use the Revolving Advances by borrowing, prepaying and re-borrowing, all in accordance with the terms and conditions hereof. The proceeds of each Revolving Advance requested by Borrowing Agent on behalf of any Borrower or, in the case of a Revolving Advance, deemed to have been requested by any Borrower under Section 2.2 hereof shall, with respect to requested Revolving Advances to the extent Lenders make such Revolving Advances, be made available to the applicable Borrower on the day so requested by way of credit to such Borrower's operating account ending in xxx5600 maintained at Bank of America, N.A., or such other bank as Borrowing Agent may designate following notification to Agent, in immediately available federal funds or other immediately available funds or, with respect to Revolving Advances deemed to have been requested by any Borrower, be disbursed to Agent to be applied to the outstanding Obligations giving rise to such deemed request.

2.4 Maximum Advances.

The Revolving A Facility Usage shall not exceed at any time the lesser of (a) the Maximum Revolving A Advance Amount, and (b) the Formula Amount. The amount of outstanding Revolving B Advances shall not exceed at any time the sum of (i) the Maximum Revolving B Advance Amount plus (ii) any Revolving B PIK Interest accrued or paid-in-kind in accordance with this Agreement.

2.5 Repayment of Advances.

(a) The Revolving Advances shall be due and payable in full on the last day of the Term subject to earlier prepayment as herein provided.

(b) Each Borrower recognizes that the amounts evidenced by checks, notes, drafts or any other items of payment relating to and/or proceeds of Collateral may not be collectible by Agent on the date received by Agent. Agent shall conditionally credit Borrowers' Account for each item of payment on the next Business Day after the Business Day on which such item of payment is received by Agent (and the Business Day on which each such item of payment is so credited shall be referred to, with respect to such item, as the "Application Date"). Agent is not, however, required to credit Borrowers' Account for the amount of any item of payment which is unsatisfactory to Agent and Agent may charge Borrowers' Account for the amount of any item of payment which is returned, for any reason whatsoever, to Agent unpaid. Subject to the foregoing, Borrowers agree that for purposes of computing the interest charges

under this Agreement, each item of payment received by Agent shall be deemed applied by Agent on account of the Obligations on its respective Application Date. Borrowers further agree that there is a monthly float charge payable to Agent for Agent's sole benefit, in an amount equal to (y) the face amount of all items of payment received during the prior month (including items of payment received by Agent as a wire transfer or electronic depository check) multiplied by (z) the Revolving A Interest Rate with respect to Domestic Rate Loans for one (1) Business Day. All proceeds received by Agent shall be applied to the Obligations in accordance with Section 4.15.

(c) All payments of principal, interest and other amounts payable hereunder, or under any of the Other Documents shall be made to Agent at the Payment Office not later than 1:00 P.M. on the due date therefor in Dollars in federal funds or other funds immediately available to Agent. Agent shall have the right to effectuate payment on any and all Obligations due and owing hereunder by charging Borrowers' Account or by making Advances as provided in Section 2.2 hereof.

(d) Borrowers shall pay principal, interest, and all other amounts payable hereunder, or under any related agreement, without any deduction whatsoever, including, but not limited to, any deduction for any setoff or counterclaim.

2.6 Repayment of Excess Advances.

The sum of the aggregate balance of Revolving A Advances outstanding at any time in excess of the maximum amount of such Revolving A Advances permitted hereunder shall be immediately due and payable without the necessity of any demand, at the Payment Office, whether or not a Default or Event of Default has occurred. Without limiting the foregoing, if at any time following one or more fluctuations in the exchange rate of the Dollar against any other currency, any part of the Obligations exceeds any limit set forth herein, Borrowers shall within three (3) Business Days of written notice of same from Agent or, if an Event of Default has occurred and is continuing, immediately (i) make the necessary payments or repayments to reduce such Obligations to an amount necessary to eliminate such excess or (ii) maintain or cause to be maintained with Agent deposits in an amount equal to or greater than the amount of such excess, such deposits to be maintained in such form and upon such terms as are acceptable to Agent; without in any way limiting the foregoing provisions, Agent shall, weekly or more frequently in Agent's Permitted Discretion, make the necessary exchange rate calculations to determine whether any such excess exists on such date.

2.7 Statement of Account.

Agent shall maintain, in accordance with its customary procedures, a loan account ("Borrowers' Account") in the name of Borrowers in which shall be recorded the date and amount of each Advance made by Agent and the date and amount of each payment in respect thereof; provided, however, the failure by Agent to record the date and amount of any Advance shall not adversely affect Agent or any Lender. Each month, Agent shall send to Borrowing Agent a statement showing the accounting for the Advances made, payments made or credited in respect thereof, and other transactions between Agent and Borrowers during such month. The monthly statements shall be deemed correct and binding upon Borrowers in the absence of

manifest error and shall constitute an account stated between Lenders and Borrowers unless Agent receives a written statement of Borrowers' specific exceptions thereto within thirty (30) days after such statement is received by Borrowing Agent. The records of Agent with respect to the loan account shall be conclusive evidence absent manifest error of the amounts of Advances and other charges thereto and of payments applicable thereto.

2.8 Letters of Credit and Acceptances.

(a) Subject to the terms and conditions hereof, Agent shall (a) issue or cause the issuance of standby and/or trade letters of credit (such letters of credit, the "Letters of Credit" and individually a "Letter of Credit") for the account of any Borrower or (b) accept or cause to be accepted Acceptances; provided, however, that Agent will not be required to issue or cause to be issued any Letters of Credit or accept or cause to be accepted any Acceptances to the extent that the issuance or acceptance thereof would then cause the sum of (i) the outstanding Revolving A Advances *plus* (ii) Maximum Undrawn Amount of outstanding Letters of Credit *plus* (iii) the outstanding Swing Loans *plus* (iv) outstanding Acceptances to exceed the lesser of (x) the Maximum Revolving A Advance Amount or (y) the Formula Amount (without giving effect to clause (iv) of the definition thereof). The Maximum Undrawn Amount of outstanding Letters of Credit plus the aggregate amount of outstanding Acceptances shall not exceed in the aggregate at any time the Letter of Credit Sublimit. All disbursements or payments related to Letters of Credit and Acceptances shall be deemed to be Eurodollar Rate Loans consisting of Revolving A Advances and shall bear interest at the Revolving A Interest Rate for Eurodollar Rate Loans; Letters of Credit that have not been drawn upon shall not bear interest.

(b) Notwithstanding any provision of this Agreement, Issuer shall not be under any obligation to issue any Letter of Credit if (i) any order, judgment or decree of any Governmental Body or arbitrator shall by its terms purport to enjoin or restrain Issuer from issuing any Letter of Credit, or any Law applicable to Issuer or any request or directive (whether or not having the force of law) from any Governmental Body with jurisdiction over Issuer shall prohibit, or request that Issuer refrain from, the issuance of letters of credit generally or the Letter of Credit in particular or shall impose upon Issuer with respect to the Letter of Credit any restriction, reserve or capital requirement (for which Issuer is not otherwise compensated hereunder) not in effect on the date of this Agreement, or shall impose upon Issuer any unreimbursed loss, cost or expense which was not applicable on the date of this Agreement, and which Issuer in good faith deems material to it, or (ii) the issuance of the Letter of Credit would violate one or more policies of Issuer applicable to letters of credit generally.

2.9 Issuance of Letters of Credit; Creation of Acceptances.

(a) Borrowing Agent, on behalf of Borrowers, may request Agent to issue or cause the issuance of a Letter of Credit by delivering to Agent at the Payment Office, prior to 12:00 p.m., at least five (5) Business Days' prior to the proposed date of issuance (or such shorter period as may be agreed to by Agent), Agent's form of Letter of Credit Application (the "Letter of Credit Application") completed to the satisfaction of Agent; and, such other certificates, documents and other papers and information as Agent may reasonably request. Borrowing Agent, on behalf of Borrowers, also has the right to give instructions and make agreements with respect to any application, any applicable letter of credit and security agreement, any applicable

letter of credit reimbursement agreement and/or any other applicable agreement, any letter of credit and the disposition of documents, disposition of any unutilized funds, and to agree with Agent upon any amendment, extension or renewal of any Letter of Credit.

(b) Each Letter of Credit shall, among other things, (i) provide for the payment of sight drafts, other written demands for payment, or acceptances of usance drafts when presented for honor thereunder in accordance with the terms thereof and when accompanied by the documents described therein and (ii) have an expiry date not later than twenty-four (24) months after such Letter of Credit's date of issuance and in no event later than the last day of the Term (except that a Letter of Credit may expire up to twelve (12) months beyond the last day of the Term if such Letter of Credit has been cash collateralized by Borrowers in an amount equal to one hundred five percent (105%) of the face amount of such Letter of Credit on terms and conditions acceptable to Agent in its Permitted Discretion, at least one (1) Business Days prior to the last day of the Term). Each standby Letter of Credit shall be subject either to the Uniform Customs and Practice for Documentary Credits as most recently published by the International Chamber of Commerce at the time a Letter of Credit is issued (the "UCP") or the International Standby Practices (ISP98 International Chamber of Commerce Publication Number 590) (the "ISP98 Rules")), and any subsequent revision thereof at the time a standby Letter of Credit is issued, as determined by Agent, and each trade Letter of Credit shall be subject to the UCP. If, as of the last day of the Term, any Letter of Credit remains outstanding for any reason and is partially or wholly undrawn, Borrowers shall immediately Cash Collateralize the then outstanding amount of all such Letters of Credit (in an amount equal to 105% of the Maximum Undrawn Amount of all outstanding Letters of Credit determined as of the last day of the Term). For the purposes hereof "Cash Collateralize" means to pledge and deposit with or deliver to Agent, for the benefit of the Agent and the Lenders, as collateral for the Obligations, cash or deposit account balances pursuant to documentation in form and substance satisfactory to Agent (which documents are hereby consented to by the Lenders). Derivatives of such term shall have corresponding meanings. Borrowers hereby grant Agent, for the benefit of the Agent and the Lenders, a security interest in all such cash and deposit account balances and all proceeds of the foregoing. Cash collateral shall be maintained in blocked, non-interest bearing deposit accounts with PNC.

(c) Agent shall use its reasonable efforts to notify Lenders of the request by Borrowing Agent for a Letter of Credit or Acceptance hereunder.

(d) Agent shall have absolute discretion whether to accept any draft to create an Acceptance. Without in any way limiting Agent's absolute discretion whether to accept any draft, Borrowing Agent will not present for acceptance any draft, and Agent will generally not accept any drafts (i) that arise out of transactions involving the sale of goods by any Borrower not in the Ordinary Course of Business, (ii) that involve a sale to an Affiliate of any Borrower, (iii) that involve any purchase for which Agent has not received all related documents, instruments and forms requested by Agent, (iv) for which Agent is unable to locate a purchaser in the ordinary course of business on standard terms, or (v) that is not eligible for discounting with Federal Reserve Banks pursuant to paragraph 7 of Section 13 of the Federal Reserve Act, as amended.

(e) Subject to terms set by Agent from time to time in its discretion with respect to the acceptance of drafts generally, Borrowing Agent, on behalf of any Borrower, may request Acceptances on any Business Day, by delivering to Agent a request for an Acceptance in form and substance satisfactory to the Agent and, promptly upon demand, copies of all invoices, delivery receipts and related documents relating to that request that Agent might require. Provided that the request for Acceptance is received prior to 10:30 a.m. and approved by Agent, Agent shall make the net proceeds of the Acceptance available to the applicable Borrower by crediting the net amount of the Acceptance in lawful money of the United States and in immediately available funds to the Borrowers' Account. The net amount of the Acceptance shall be calculated by discounting the Acceptance at the Banker's Acceptance Rate for the applicable maturity period upon the creation by Agent of an Acceptance.

(f) Borrowers shall pay to Agent the amount of any Acceptance on or before its maturity date. In addition, Agent is hereby irrevocably authorized, in its sole discretion, to make Revolving A Advances from time to time, or to charge any account of Borrowers, to pay any Acceptance for which payment is due, or at any time after the occurrence of an Event of Default to fund cash collateral for any outstanding Acceptance.

(g) Each Acceptance shall be payable in Dollars and shall be in the face amount of at least One Hundred Thousand and 00/100 Dollars ($100,000.00). The maturity of each Acceptance shall be in any thirty (30) day increment equal to or greater than thirty (30) and less than or equal to ninety (90) days or, if such day is not a Business Day, on the next succeeding Business Day and, in any event, no later than the day preceding the expiration of the Term. This Section 2.9(g) will not apply to Acceptances created under Letters of Credit.

(h) Borrowers, Agent, Lenders, and Issuer hereby acknowledge and agree that all Existing Letters of Credit shall constitute Letters of Credit under this Agreement on and after the Closing Date.

2.10 Requirements For Issuance of Letters of Credit and Acceptances.

(a) Borrowing Agent shall authorize and direct any Issuer to name the applicable Borrower as the "Applicant" or "Account Party" of each Letter of Credit. If Agent is not the Issuer of any Letter of Credit, Borrowing Agent shall authorize and direct the Issuer to deliver to Agent all instruments, documents, and other writings and property received by the Issuer pursuant to the Letter of Credit or any Acceptance related thereto and to accept and rely upon Agent's instructions and agreements with respect to all matters arising in connection with the Letter of Credit or the application therefor or any Acceptance therefor.

(b) In connection with all Letters of Credit issued or caused to be issued by Agent under this Agreement, each Borrower hereby appoints Agent, or its designee, as its attorney, with full power and authority if an Event of Default shall have occurred, (i) to sign and/or endorse such Borrower's name upon any warehouse or other receipts, letter of credit applications and acceptances, (ii) to sign such Borrower's name on bills of lading; (iii) to clear Inventory through the United States of America Customs Department ("Customs") in the name of such Borrower or Agent or Agent's designee, and to sign and deliver to Customs officials powers of attorney in the name of such Borrower for such purpose; and (iv) to complete in such

Borrower's name or Agent's, or in the name of Agent's designee, any order, sale or transaction, obtain the necessary documents in connection therewith, and collect the proceeds thereof. Neither Agent nor its attorneys will be liable for any acts or omissions nor for any error of judgment or mistakes of fact or law, except for Agent's or its attorneys' willful misconduct. This power, being coupled with an interest, is irrevocable as long as any Letters of Credit remain outstanding.

2.11 Disbursements, Reimbursement.

(a) Immediately upon the issuance of each Letter of Credit, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from Agent a participation in such Letter of Credit and each drawing thereunder in an amount equal to such Lender's Revolver A Commitment Percentage of the Maximum Face Amount of such Letter of Credit and the amount of such drawing, respectively.

(b) In the event of any request for a drawing under a Letter of Credit by the beneficiary or transferee thereof, Agent will promptly notify Borrowing Agent. Provided that Borrowing Agent shall have received such notice, Borrowers shall reimburse (such obligation to reimburse Agent shall sometimes be referred to as a "Reimbursement Obligation") Agent prior to 12:00 p.m. on each date that an amount is paid by Agent under any Letter of Credit (each such date, a "Drawing Date") in an amount equal to the amount so paid by Agent. In the event Borrowers fail to reimburse Agent for the full amount of any drawing under any Letter of Credit by 12:00 p.m. on the Drawing Date, Agent will promptly notify each Lender thereof, and Borrowers shall be deemed to have requested that a Revolving A Advance maintained as a Domestic Rate Loan be made by Lenders to be disbursed on the Drawing Date under such Letter of Credit, subject to the amount of the unutilized portion of the lesser of (i) Maximum Revolving A Advance Amount or (ii) the Formula Amount and subject to Section 8.2 hereof. Any notice given by Agent pursuant to this Section 2.11(b) may be oral if immediately confirmed in writing; provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(c) Each Lender shall, upon any notice pursuant to Section 2.11(b), make available to Agent an amount in immediately available funds equal to its Revolver A Commitment Percentage of the amount of the drawing, whereupon the participating Lenders shall (subject to Section 2.11(d)) each be deemed to have made a Revolving A Advance maintained as a Domestic Rate Loan to Borrowers in that amount. If any Lender so notified fails to make available to Agent the amount of such Lender's Revolver A Commitment Percentage of such amount by no later than 2:00 p.m. on the Drawing Date, then interest shall accrue on such Lender's obligation to make such payment, from the Drawing Date to the date on which such Lender makes such payment (i) at a rate per annum equal to the Federal Funds Effective Rate during the first three days following the Drawing Date and (ii) at a rate per annum equal to the rate applicable to Revolving A Advances maintained as a Domestic Rate Loans on and after the fourth day following the Drawing Date. Agent will promptly give notice of the occurrence of the Drawing Date, but failure of Agent to give any such notice on the Drawing Date or in sufficient time to enable any Lender to effect such payment on such date shall not relieve such Lender from its obligation under this Section 2.11(c), provided that such Lender shall not be obligated to

pay interest as provided in Section 2.11(c)(i) and (ii) until and commencing from the date of receipt of notice from Agent of a drawing.

(d) With respect to any unreimbursed drawing that is not converted into a Revolving A Advance maintained as a Domestic Rate Loan to Borrowers in whole or in part as contemplated by Section 2.11(b), because of Loan Parties' failure to satisfy the conditions set forth in Section 8.2 (other than any notice requirements) or for any other reason, Borrowers shall be deemed to have incurred from Agent a borrowing (each a "Letter of Credit Borrowing") in the amount of such drawing. Such Letter of Credit Borrowing shall be due and payable on demand (together with interest) and shall bear interest at the rate per annum applicable to a Revolving A Advance maintained as a Domestic Rate Loan. Each Lender's payment to Agent pursuant to Section 2.11(c) shall be deemed to be a payment in respect of its participation in such Letter of Credit Borrowing and shall constitute a "Participation Advance" from such Lender in satisfaction of its Participation Commitment under this Section 2.11.

(e) Each Lender's Participation Commitment shall continue until the last to occur of any of the following events: (x) Agent ceases to be obligated to issue or cause to be issued Letters of Credit hereunder; (y) no Letter of Credit issued or created hereunder remains outstanding and uncancelled and (z) all Persons (other than Loan Parties) have been fully reimbursed for all payments made under or relating to Letters of Credit.

2.12 Repayment of Participation Advances.

(a) Upon (and only upon) receipt by Agent for its account of immediately available funds from Borrowers (i) in reimbursement of any payment made by Agent under the Letter of Credit with respect to which any Lender has made a Participation Advance to Agent, or (ii) in payment of interest on such a payment made by Agent under such a Letter of Credit, Agent will pay to each Lender, in the same funds as those received by Agent, the amount of such Lender's Revolver A Commitment Percentage of such funds, except Agent shall retain the amount of the Revolver A Commitment Percentage of such funds of any Lender that did not make a Participation Advance in respect of such payment by Agent (and, to the extent that any of the other Lender(s) have funded any portion of such Defaulting Lender's Participation Advance in accordance with the provisions of Section 2.21, Agent will pay over to such Non-Defaulting Lenders a pro rata portion of the funds so withheld from such Defaulting Lender).

(b) If Agent is required at any time to return to any Borrower, or to a trustee, receiver, liquidator, custodian, or any official in any insolvency proceeding, any portion of the payments made by Borrowers to Agent pursuant to Section 2.12(a) in reimbursement of a payment made under the Letter of Credit or interest or fee thereon, each Lender shall, on demand of Agent, forthwith return to Agent the amount of its Revolver A Commitment Percentage of any amounts so returned by Agent plus interest at the Federal Funds Effective Rate.

2.13 Documentation.

Each Borrower agrees to be bound by the terms of the Letter of Credit Application and by Agent's reasonable interpretations of any Letter of Credit or Acceptance issued or created on behalf of such Borrower and by Agent's written regulations and customary

practices relating to letters of credit, though Agent's interpretations may be different from such Borrower's own. In the event of a conflict between the Letter of Credit Application and this Agreement, this Agreement shall govern. It is understood and agreed that, except in the case of gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable judgment), Agent shall not be liable for any error, negligence and/or mistakes, whether of omission or commission, in following Borrowing Agent's or any Borrower's instructions or those contained in the Letters of Credit or any modifications, amendments or supplements thereto.

2.14 Determination to Honor Drawing Request.

In determining whether to honor any request for drawing under any Letter of Credit by the beneficiary thereof, Agent shall be responsible only to determine that the documents and certificates required to be delivered under such Letter of Credit have been delivered and that they comply on their face with the requirements of such Letter of Credit and that any other drawing condition appearing on the face of such Letter of Credit has been satisfied in the manner so set forth.

2.15 Nature of Participation and Reimbursement Obligations.

Each Lender's obligation in accordance with this Agreement to make the Revolving A Advances or Participation Advances as a result of a drawing under a Letter of Credit, and the obligations of Borrowers to reimburse Agent upon a draw under a Letter of Credit, shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Section 2.15 under all circumstances, including the following circumstances:

(i) any set-off, counterclaim, recoupment, defense or other right which such Lender may have against Agent, any Loan Party or any other Person for any reason whatsoever;

(ii) the failure of any Loan Party or any other Person to comply, in connection with a Letter of Credit Borrowing, with the conditions set forth in this Agreement for the making of a Revolving A Advance, it being acknowledged that such conditions are not required for the making of a Letter of Credit Borrowing and the obligation of Lenders to make Participation Advances under Section 2.10;

(iii) any lack of validity or enforceability of any Letter of Credit;

(iv) any claim of breach of warranty that might be made by any Borrower or any Lender against the beneficiary of a Letter of Credit, or the existence of any claim, set-off, recoupment, counterclaim, cross-claim, defense or other right which any Borrower or any Lender may have at any time against a beneficiary, any successor beneficiary or any transferee of any Letter of Credit or the proceeds thereof (or any Persons for whom any such transferee may be acting), Agent or any Lender or any other Person, whether in connection with this Agreement, the Transactions or any unrelated transaction (including any underlying transaction between any Borrower or any

Subsidiaries of such Borrower and the beneficiary for which any Letter of Credit was procured);

(v) the lack of power or authority of any signer of (or any defect in or forgery of any signature or endorsement on) or the form of or lack of validity, sufficiency, accuracy, enforceability or genuineness of any draft, demand, instrument, certificate or other document presented under or in connection with any Letter of Credit, or any fraud or alleged fraud in connection with any Letter of Credit, or the transport of any property or provisions of services relating to a Letter of Credit, in each case even if Agent or any of Agent's Affiliates has been notified thereof;

(vi) payment by Agent under any Letter of Credit against presentation of a demand, draft or certificate or other document which does not comply with the terms of such Letter of Credit;

(vii) the solvency of, or any acts or omissions by, any beneficiary of any Letter of Credit, or any other Person having a role in any transaction or obligation relating to a Letter of Credit, or the existence, nature, quality, quantity, condition, value or other characteristic of any property or services relating to a Letter of Credit;

(viii) any failure by Agent or any of Agent's Affiliates to issue any Letter of Credit in the form requested by Borrowing Agent, unless Agent has received written notice from Borrowing Agent of such failure within three (3) Business Days after Agent shall have furnished Borrowing Agent a copy of such Letter of Credit and such error is material and no drawing has been made thereon prior to receipt of such notice;

(ix) any Material Adverse Effect on any Loan Party;

(x) any breach of this Agreement or any Other Document by any party thereto;

(xi) the occurrence or continuance of an insolvency proceeding with respect to any Loan Party;

(xii) the fact that a Default or Event of Default shall have occurred and be continuing;

(xiii) the fact that the Term shall have expired or this Agreement or the Obligations hereunder shall have been terminated; and

(xiv) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

2.16 Indemnity.

In addition to amounts payable as provided in Section 16.5, each Loan Party hereby agrees to protect, indemnify, pay and save harmless Agent and any of Agent's Affiliates that have issued a Letter of Credit from and against any and all claims, demands, liabilities,

damages, taxes, penalties, interest, judgments, losses, costs, charges and expenses (including reasonable fees, expenses and disbursements of counsel) which Agent or any of Agent's Affiliates may incur or be subject to as a consequence, direct or indirect, of the issuance of any Letter of Credit, other than as a result of (a) the gross negligence or willful misconduct of Agent as determined by a final and non-appealable judgment of a court of competent jurisdiction or (b) the wrongful dishonor by Agent or any of Agent's Affiliates of a proper demand for payment made under any Letter of Credit, except if such dishonor resulted from any act or omission, whether rightful or wrongful, of any present or future de jure or de facto Governmental Body (all such acts or omissions herein called "Governmental Acts").

2.17 Liability for Acts and Omissions.

As between Loan Parties and Agent and Lenders, each Loan Party assumes all risks of the acts and omissions of, or misuse of the Letters of Credit by, the respective beneficiaries of such Letters of Credit. In furtherance and not in limitation of the respective foregoing, Agent shall not be responsible for: (i) the form, validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by any party in connection with the application for an issuance of any such Letter of Credit, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged (even if Agent shall have been notified thereof); (ii) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any such Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason; (iii) the failure of the beneficiary of any such Letter of Credit, or any other party to which such Letter of Credit may be transferred, to comply fully with any conditions required in order to draw upon such Letter of Credit or any other claim of any Borrower against any beneficiary of such Letter of Credit, or any such transferee, or any dispute between or among any Borrower and any beneficiary of any Letter of Credit or any such transferee; (iv) errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, facsimile, telex or otherwise, whether or not they be in cipher; (v) errors in interpretation of technical terms; (vi) any loss or delay in the transmission or otherwise of any document required in order to make a drawing under any such Letter of Credit or of the proceeds thereof; (vii) the misapplication by the beneficiary of any such Letter of Credit of the proceeds of any drawing under such Letter of Credit; or (viii) any consequences arising from causes beyond the control of Agent, including any Governmental Acts, and none of the above shall affect or impair, or prevent the vesting of, any of Agent's rights or powers hereunder. Nothing in the preceding sentence shall relieve Agent from liability for Agent's gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable judgment) in connection with actions or omissions described in such clauses (i) through (viii) of such sentence. In no event shall Agent or Agent's Affiliates be liable to any Loan Party for any indirect, consequential, incidental, punitive, exemplary or special damages or expenses (including without limitation attorneys' fees), or for any damages resulting from any change in the value of any property relating to a Letter of Credit.

Without limiting the generality of the foregoing, Agent and each of its Affiliates (i) may rely on any oral or other communication believed in good faith by Agent or such Affiliate to have been authorized or given by or on behalf of the applicant for a Letter of Credit, (ii) may honor any presentation if the documents presented appear on their face substantially to

comply with the terms and conditions of the relevant Letter of Credit; (iii) may honor a previously dishonored presentation under a Letter of Credit, whether such dishonor was pursuant to a court order, to settle or compromise any claim of wrongful dishonor, or otherwise, and shall be entitled to reimbursement to the same extent as if such presentation had initially been honored, together with any interest paid by Agent or its Affiliates; (iv) may honor any drawing that is payable upon presentation of a statement advising negotiation or payment, upon receipt of such statement (even if such statement indicates that a draft or other document is being delivered separately), and shall not be liable for any failure of any such draft or other document to arrive, or to conform in any way with the relevant Letter of Credit; (v) may pay any paying or negotiating bank claiming that it rightfully honored under the laws or practices of the place where such bank is located; and (vi) may settle or adjust any claim or demand made on Agent or its Affiliate in any way related to any order issued at the applicant's request to an air carrier, a letter of guarantee or of indemnity issued to a carrier or any similar document (each an "Order") and honor any drawing in connection with any Letter of Credit that is the subject of such Order, notwithstanding that any drafts or other documents presented in connection with such Letter of Credit fail to conform in any way with such Letter of Credit.

In furtherance and extension and not in limitation of the specific provisions set forth above, any action taken or omitted by Agent under or in connection with the Letters of Credit issued by it or any documents and certificates delivered thereunder, if taken or omitted in good faith and without gross negligence (as determined by a court of competent jurisdiction in a final non-appealable judgment), shall not put Agent under any resulting liability to any Loan Party or any Lender.

2.18 Additional Payments.

Any sums expended by Agent or any Lender due to any Loan Party's failure to perform or comply with its obligations under this Agreement or any Other Document including any Loan Party's obligations under Sections 3.5, 4.2, 4.4, 4.10, 4.12, 4.13, 4.14 and 6.13 hereof, may be charged to Borrowers' Account as a Revolving A Advance and added to the Obligations.

2.19 Manner of Borrowing and Payment.

(a) Each borrowing of Revolving Advances shall be advanced according to the applicable Revolver Commitment Percentages of the Lenders.

(b) Each payment (including each prepayment) by any Borrower on account of the principal of and interest on the Revolving Advances shall be applied to the Revolving Advances pro rata according to the applicable Revolver Commitment Percentages of Lenders. Except as expressly provided herein, all payments (including prepayments) to be made by any Borrower on account of principal, interest and fees shall be made without set off or counterclaim and shall be made to PNC with respect to Swing Loans and to Agent on behalf of Lenders with respect to Revolving Advances to the Payment Office, in each case on or prior to 1:00 p.m. in Dollars and in immediately available funds. Notwithstanding the foregoing, each payment (including each prepayment, but excluding for the sake of clarity any payment of Revolving B PIK Interest paid in cash or in-kind in accordance with this Agreement) by any Borrower on account of the principal on the Revolving Advances shall be applied first to the Revolving A

Advances until the Revolving A Facility Usage has been reduced to zero, and thereafter to the Revolving B Advances.

(c) (i) Notwithstanding anything to the contrary contained in Sections 2.19(a) and (b) hereof, commencing with the first Business Day following the Closing Date, each borrowing of Revolving Advances shall be advanced by Agent and each payment by any Borrower on account of Revolving Advances shall be applied first to those Revolving Advances advanced by Agent. On or before 1:00 p.m. on each Settlement Date commencing with the first Settlement Date following the Closing Date, Agent and Lenders shall make certain payments as follows: (I) if the aggregate amount of new Revolving Advances made by Agent during the preceding Week (if any) exceeds the aggregate amount of repayments applied to outstanding Revolving Advances during such preceding Week, then each Lender shall provide Agent with funds in an amount equal to its applicable Revolver Commitment Percentage of the difference between (w) such Revolving Advances and (x) such repayments and (II) if the aggregate amount of repayments applied to outstanding Revolving Advances during such Week exceeds the aggregate amount of new Revolving Advances made during such Week, then Agent shall provide each Lender with funds in an amount equal to its applicable Revolver Commitment Percentage of the difference between (y) such repayments and (z) such Revolving Advances.

(ii) Each Lender shall be entitled to earn interest at the applicable Revolving Interest Rate on outstanding Advances (other than Swing Loans) which it has funded.

(iii) Promptly following each Settlement Date, Agent shall submit to each Lender a certificate with respect to payments received and Advances (other than Swing Loans) made during the Week immediately preceding such Settlement Date. Such certificate of Agent shall be conclusive in the absence of manifest error.

(d) If any Lender or Participant (a "Benefited Lender") shall at any time receive any payment of all or part of its Advances (other than Swing Loans), or interest thereon, or receive any Collateral in respect thereof (whether voluntarily or involuntarily or by set-off) in a greater proportion than any such payment to and Collateral received by any other Lender (except as expressly set forth herein), if any, in respect of such other Lender's Advances (other than Swing Loans), or interest thereon, and such greater proportionate payment or receipt of Collateral is not expressly permitted hereunder, such Benefited Lender shall purchase for cash from the other Lenders a participation in such portion of each such other Lender's Advances (other than Swing Loans), or shall provide such other Lender with the benefits of any such Collateral, or the proceeds thereof, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such Collateral or proceeds ratably with each of the other Lenders; provided, however, that if all or any portion of such excess payment or benefits is thereafter recovered from such Benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest. Each Lender so purchasing a portion of another Lender's Advances (other than Swing Loans) may exercise all rights of payment (including rights of set-off) with respect to such portion as fully as if such Lender were the direct holder of such portion.

(e) Unless Agent shall have been notified by telephone, confirmed in writing, by any Lender that such Lender will not make the amount which would constitute its applicable Revolver Commitment Percentage of the Advances (other than Swing Loans) available to Agent, Agent may (but shall not be obligated to) assume that such Lender shall make such amount available to Agent on the next Settlement Date and, in reliance upon such assumption, make available to Borrowers a corresponding amount. Agent will promptly notify Borrowing Agent of its receipt of any such notice from a Lender. If such amount is made available to Agent on a date after such next Settlement Date, such Lender shall pay to Agent on demand an amount equal to the product of (i) the daily average Federal Funds Rate (computed on the basis of a year of three hundred sixty (360) days) during such period as quoted by Agent, times (ii) such amount, times (iii) the number of days from and including such Settlement Date to the date on which such amount becomes immediately available to Agent. A certificate of Agent submitted to any Lender with respect to any amounts owing under this paragraph (e) shall be conclusive in the absence of manifest error. If such amount is not in fact made available to Agent by such Lender within three (3) Business Days after such Settlement Date, Agent shall be entitled to recover such an amount, with interest thereon at the rate per annum then applicable to such Revolving Advances hereunder, on demand from Borrowers; provided, however, that Agent's right to such recovery shall not prejudice or otherwise adversely affect Borrowers' rights (if any) against such Lender.

2.20 Use of Proceeds.

(a) Borrowers may use the proceeds of Revolving Advances to (i) pay fees and expenses payable under this Agreement or any of the Other Documents to the Agent and Lenders, (ii) provide for Borrowers' working capital needs and reimburse drawings under Letters of Credit, (iii) to repay the obligations under the DIP Credit Agreement and certain other existing indebtedness and (iv) provide for Borrowers' capital expenditure needs, in accordance with the terms and conditions contained herein.

(b) Without limiting the generality of Section 2.20(a) above, neither Borrowers, the Guarantors nor any other Person which may in the future become party to this Agreement or the Other Documents as a Borrower or Guarantor intends to use or shall use any portion of the proceeds of the Advances, directly or indirectly, for any purpose in violation of the Trading with the Enemy Act.

(c) Further, without limiting the generality of Section 2.20(a) above, Borrowers agree that they will not, and will not permit any of their Subsidiaries to, use the proceeds of any Advances hereunder or any proceeds of Collateral to commence or support, or to pay any professional fees incurred in connection with, any adversary proceeding, motion or other action that seeks to challenge, contest or otherwise seeks to impair or object to the extent, validity, enforceability or priority of the Liens, claims or rights in favor of Agent or any Lender.

2.21 Defaulting Lender.

(a) Notwithstanding anything to the contrary contained herein, in the event any Lender is a Defaulting Lender, all rights and obligations hereunder of such Defaulting

Lender and of the other parties hereto shall be modified to the extent of the express provisions of this Section 2.21 so long as such Lender is a Defaulting Lender.

(b) (i) Except as otherwise expressly provided for in this Section 2.21, Revolving Advances shall be made pro rata from Lenders which are not Defaulting Lenders based on their respective Revolver Commitment Percentages, and no Revolver Commitment Percentage of any Lender or any pro rata share of any Advances required to be advanced by any Lender shall be increased as a result of any Lender being a Defaulting Lender. Amounts received in respect of principal of any type of Advances shall be applied to reduce such type of Advances of each Lender (other than any Defaulting Lender) in accordance with their Revolver Commitment Percentages; provided, that, Agent shall not be obligated to transfer to a Defaulting Lender any payments received by Agent for Defaulting Lender's benefit, nor shall a Defaulting Lender be entitled to the sharing of any payments hereunder (including any principal, interest or fees). Amounts payable to a Defaulting Lender shall instead be paid to or retained by Agent. Agent may hold and, in its discretion, re-lend to a Borrower the amount of such payments received or retained by it for the account of such Defaulting Lender.

(ii) Fees pursuant to Section 3.3(b) hereof shall cease to accrue in favor of such Defaulting Lender.

(iii) If any Swing Loans are outstanding or any Letters of Credit (or drawings under any Letter of Credit for which Issuer has not been reimbursed) are outstanding or exist at the time any such Lender becomes a Defaulting Lender, then:

(A) such Defaulting Lender's Participation Commitment in the outstanding Swing Loans and of the Maximum Undrawn Amount of all outstanding Letters of Credit shall be reallocated among Non-Defaulting Lenders in proportion to the respective Revolver Commitment Percentages of such Non-Defaulting Lenders to the extent (but only to the extent) that (x) such reallocation does not cause the aggregate sum of outstanding Advances made by any such Non-Defaulting Lender plus such Lender's reallocated Participation Commitment in the outstanding Swing Loans plus such Lender's reallocated Participation Commitment in the aggregate Maximum Undrawn Amount of all outstanding Letters of Credit to exceed the Revolver A Commitment Percentage of the Maximum Revolving A Advance Amount of any such Non-Defaulting Lender, and (y) no Default or Event of Default has occurred and is continuing at such time;

(B) if the reallocation described in clause (A) above cannot, or can only partially, be effected, Borrowers shall within three (3) Business Days following notice by Agent (x) first, prepay any outstanding Swing Loans that cannot be reallocated, and (y) second, cash collateralize for the benefit of Issuer, Borrowers' obligations corresponding to such Defaulting Lender's Participation Commitment in the Maximum Undrawn Amount of all Letters of Credit (after giving effect to any partial reallocation pursuant to clause (A) above) in accordance with Section 3.2(b) for so long as such Obligations are outstanding;

(C) if Borrowers cash collateralize any portion of such Defaulting Lender's Participation Commitment in the Maximum Undrawn Amount of all Letters of Credit pursuant to clause (B) above, Borrowers shall not be required to pay any fees to such Defaulting Lender pursuant to Section 3.2(a) with respect to such Defaulting Lender's Revolver A Commitment Percentage of Maximum Undrawn Amount of all Letters of Credit during the period such Defaulting Lender's Participation Commitment in the Maximum Undrawn Amount of all Letters of Credit are cash collateralized;

(D) if Defaulting Lender's Participation Commitment in the Maximum Undrawn Amount of all Letters of Credit is reallocated pursuant to clause (A) above, then the fees payable to Lenders pursuant to Section 3.2(a) shall be adjusted and reallocated to Non-Defaulting Lenders in accordance with such reallocation; and

(E) if all or any portion of such Defaulting Lender's Participation Commitment in the Maximum Undrawn Amount of all Letters of Credit is neither reallocated nor cash collateralized pursuant to clauses (A) or (B) above, then, without prejudice to any rights or remedies of Issuer or any other Lender hereunder, all Letter of Credit Fees payable under Section 3.2(a) with respect to such Defaulting Lender's Revolver A Commitment Percentage of the Maximum Undrawn Amount of all Letters of Credit shall be payable to the Issuer (and not to such Defaulting Lender) until (and then only to the extent that) such Participation Commitment in the Maximum Undrawn Amount of all Letters of Credit is reallocated and/or cash collateralized; and

(iv) So long as any Lender is a Defaulting Lender, Swing Loan Lender shall not be required to fund any Swing Loans and Issuer shall not be required to issue, amend or increase any Letter of Credit, unless such Issuer is satisfied that the related exposure and Defaulting Lender's Participation Commitment in the Maximum Undrawn Amount of all Letters of Credit and all Swing Loans (after giving effect to any such issuance, amendment, increase or funding) will be fully allocated to Non-Defaulting Lenders and/or cash collateral for such Letters of Credit will be provided by Borrowers in accordance with clause (A) and (B) above, and participating interests in any newly made Swing Loan or any newly issued or increased Letter of Credit shall be allocated among Non-Defaulting Lenders in a manner consistent with Section 2.21(b)(iii)(A) above (and such Defaulting Lender shall not participate therein).

(c) A Defaulting Lender shall not be entitled to give instructions to Agent or to approve, disapprove, consent to or vote on any matters relating to this Agreement and the Other Documents, and all amendments, waivers and other modifications of this Agreement and the Other Documents may be made without regard to a Defaulting Lender and, for purposes of the definition of "Required Lenders", a Defaulting Lender shall not be deemed to be a Lender, to have any outstanding Advances or a Revolver Commitment Percentage; provided, that this clause (c) shall not apply to the vote of a Defaulting Lender in the case of an amendment, waiver or other modification described in clauses (i) or (iii) of Section 16.2(b).

(d) Other than as expressly set forth in this Section 2.21, the rights and obligations of a Defaulting Lender (including the obligation to indemnify Agent) and the other parties hereto shall remain unchanged. Nothing in this Section 2.21 shall be deemed to release any Defaulting Lender from its obligations under this Agreement and the Other Documents, shall alter such obligations, shall operate as a waiver of any default by such Defaulting Lender hereunder, or shall prejudice any rights which any Borrower, Agent or any Lender may have against any Defaulting Lender as a result of any default by such Defaulting Lender hereunder.

(e) In the event that Agent, Borrowers, Swing Loan Lender and Issuer agree in writing that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then Agent will so notify the parties hereto, and Participation Commitments of Lenders (including such cured Defaulting Lender) of the Swing Loans and Maximum Undrawn Amount of all outstanding Letters of Credit shall be reallocated to reflect the inclusion of such Lender's Revolver Commitment Percentage thereof, and on such date such Lender shall purchase at par such of the Advances of the other Lenders as Agent shall determine may be necessary in order for such Lender to hold such Advances in accordance with its Revolver Commitment Percentage.

(f) If Swing Loan Lender or Issuer has a good faith belief that any Lender has defaulted in fulfilling its obligations under one or more other agreements in which such Lender commits to extend credit, Swing Loan Lender shall not be required to fund any Swing Loans and Issuer shall not be required to issue, amend or increase any Letter of Credit, unless Swing Loan Lender or Issuer, as the case may be, shall have entered into arrangements with Borrowers or such Lender, satisfactory to Swing Loan Lender or Issuer, as the case may be, to defease any risk to it in respect of such Lender hereunder.

(g) Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender shall be deemed paid to and redirected by such Defaulting Lender, and each Lender irrevocably consents hereto. Such Defaulting Lender shall not be entitled to receive any fees for the duration of the Default Period.

2.22 Payment of Obligations.

Agent may charge to Borrowers' Account as a Revolving A Advance or, at the discretion of Swing Loan Lender, as a Swing Loan (i) all payments with respect to any of the Obligations required hereunder (including without limitation principal payments, payments of interest, payments of Letter of Credit Fees and all other fees provided for hereunder and payments under Sections 16.5 and 16.9) as and when each such payment shall become due and payable (whether as regularly scheduled, upon or after acceleration, upon maturity or otherwise), (ii) without limiting the generality of the foregoing clause (i), all expenses which Agent incurs in connection with the forwarding of Advance proceeds and the establishment and maintenance of any Controlled Accounts as provided for in Section 4.15(h), and (iii) any sums expended by Agent or any Lender due to any Loan Party's failure to perform or comply with its obligations under this Agreement or any Other Document, and all amounts so charged shall be added to the Obligations and shall be secured by the Collateral. To the extent Revolving A Advances are not actually funded by the other Lenders in respect of any such amounts so charged, all such

amounts so charged shall be deemed to be Revolving A Advances made by and owing to Agent and Agent shall be entitled to all rights (including accrual of interest) and remedies of a Lender under this Agreement and the Other Documents with respect to such Revolving A Advances.

2.23 Swing Loans.

(a) Subject to the terms and conditions hereof and relying upon the representations and warranties herein set forth, and in order to facilitate advances and repayments between Settlement Dates, PNC may, at its option, cancel at any time for any reason whatsoever, make swing loans (the "Swing Loans") (which shall be Domestic Rate Loans bearing interest based upon the Alternate Base Rate only) to Borrowers at any time or from time to time after the date hereof to, but not including, the last day of the Term, in an aggregate principal amount up to but not in excess of ten percent (10%) of the Maximum Revolving A Advance Amount, provided that the aggregate principal amount of PNC's Swing Loans and the Revolving A Advances of all the Lenders shall not exceed the lesser of (x) the Maximum Revolving A Advance Amount less the aggregate Maximum Undrawn Amount of outstanding Letters of Credit or (y) the Formula Amount. Within such limits of time and amount and subject to the other provisions of this Agreement, Borrowers may borrow, repay and reborrow pursuant to this Section 2.23.

(b) Except as otherwise provided herein, Borrowing Agent may from time to time prior to the last day of the Term request PNC to make Swing Loans by delivery to PNC not later than 12:00 p.m. on the proposed borrowing date of a duly completed request therefor in writing or a request by telephone immediately confirmed in writing by letter, facsimile or telex (each, a "Swing Loan Request"), it being understood that Agent may rely on the authority of any individual making such a telephonic request without the necessity of receipt of such written confirmation. Each Swing Loan Request shall be irrevocable and shall specify the proposed borrowing date and the principal amount of such Swing Loan.

(c) So long as PNC elects to make Swing Loans, PNC shall, after receipt by it of a Swing Loan Request pursuant to Section 2.21(b) hereof, fund such Swing Loan to Borrowers in Dollars and immediately available funds at the Payment Office or other place that PNC may designate from time to time prior to 2:00 p.m. on the borrowing date.

(d) The obligation of Borrowers to repay the aggregate unpaid principal amount of the Swing Loans made to Borrowers by PNC, together with interest thereon, shall be evidenced by a Swing Note in substantially the form attached hereto as Exhibit 2.24(d), dated the Closing Date, and payable to the order of PNC in a face amount equal to the Swing Loan Commitment.

(e) PNC may, at its option, exercisable at any time for any reason whatsoever but not less frequently than on each Settlement Date, request repayment of the Swing Loans from the Lenders with a Revolving A Commitment, and each such Lender shall make a Revolving A Advance in an amount equal to such Lender's Revolver A Commitment Percentage of the aggregate principal amount of the outstanding Swing Loans *plus*, if PNC so requests, accrued interest thereon, provided that no Lender shall be obligated in any event to make Advances in excess of its commitment to make Advances. Revolving A Advances made pursuant to the

preceding sentence shall bear interest at the Revolving A Interest Rate for Domestic Rate Loans and shall be deemed to have been properly requested in accordance with Section 2.2 hereof without regard to any of the requirements of that provision. PNC shall provide notice to the Lenders (which may be telephonic or written notice by letter, facsimile or telex) that such Revolving A Advances are to be made under this Section 2.23(e) and of the apportionment among the Lenders, and the Lenders with a Revolving A Commitment shall be unconditionally obligated to fund such Revolving A Advances (whether or not (i) the conditions specified in Section 8.2 hereof are then satisfied or (ii) a Default or an Event of Default has occurred and is continuing unless, prior to the time such Swing Loans were made, the Required Lenders shall have directed Agent not to make Advances to Borrowers) by the time PNC so requests, which shall not be earlier than 3:00 p.m. on the next Business Day after the date the Lenders receive such notice from PNC.

2.24 Voluntary and Mandatory Prepayments.

(a) Voluntary Prepayment. Borrowers may prepay the Obligations in whole (but not in part) at any time; provided, that no prepayment in respect of Revolving B Advances shall be made unless the Revolving A Facility Usage has been reduced to zero.

(b) Mandatory Prepayments.

(i) When any Borrower sells or otherwise disposes of any Collateral for consideration in excess of $500,000 in any individual transaction or $2,000,000 in the aggregate during any fiscal year (other than Inventory in the Ordinary Course of Business), Borrowers shall repay the Advances in an amount equal to the net proceeds of such sale (i.e., gross proceeds less the reasonable costs of such sales or other dispositions consented to by Agent, which consent to such costs shall not be unreasonably withheld), such repayments to be made promptly but in no event more than five (5) Business Days following receipt of such net proceeds, and until the date of payment, such proceeds shall be held in trust for Agent. The foregoing shall not be deemed to be implied consent to any such sale otherwise prohibited by the terms and conditions hereof. Such repayments shall be applied first to the Advances in such order as Agent may determine, subject to Borrowers' ability to re-borrow Revolving Advances in accordance with the terms hereof; provided, that no such repayment shall be applied to Revolving B Advances unless the Revolving A Facility Usage has been reduced to zero.

(ii) In the event of any issuance or other incurrence of Indebtedness, other than Indebtedness permitted under Section 7.4, by Borrowers, Borrowers shall, no later than three (3) Business Days after the receipt by Borrowers of the cash proceeds from any such issuance or incurrence of Indebtedness, repay the Advances in an amount equal to 100% of such cash proceeds. Such repayments will be applied in the same manner as set forth in Section 2.24(b)(i) hereof.

(iii) No later than three (3) Business Days after any Borrower or Loan Party's receipt of any Extraordinary Receipt in excess of $500,000 in any individual transaction or $1,000,000 in the aggregate during any fiscal year, Borrowers shall repay

the Advances in an amount equal to 100% of such Extraordinary Receipt. Such repayments will be applied in the same manner as set forth in Section 2.24(b)(i) hereof.

(iv) All proceeds received by Borrowers or Agent (i) under any insurance policy on account of damage or destruction of any assets or property of any Borrowers, or (ii) as a result of any taking or condemnation of any assets or property shall be applied in accordance with Section 2.24(b)(i) hereof.

(c) Notwithstanding anything contained herein to the contrary, but subject to the terms of Section 2.27, the Revolving Commitment Amounts shall not be reduced without the prior written consent of Required Lenders.

2.25 Reserved.

2.26 Additional Borrowers. Borrowing Agent may at any time, upon not less than ten (10) Business Days' notice from Borrowing Agent to Agent, request Agent to approve the designation of any additional Subsidiary of Borrowing Agent that is organized or incorporated under the laws of the United States or any state or territory thereof (an "Applicant Borrower") as a Borrower hereunder by delivering to Agent (which shall promptly deliver counterparts thereof to each Lender) a duly executed notice and agreement in form and substance satisfactory to Agent (a "Designated Borrower Request and Assumption Agreement"). The parties hereto acknowledge and agree that prior to any Applicant Borrower becoming a Borrower hereunder, Agent and the Lenders shall have received each of the items required by Section 8.3 for such Applicant Borrower, as well as a counterpart of the Designated Borrower Request and Assumption Agreement executed by such Applicant Borrower. If Agent consents to an Applicant Borrower becoming a Borrower hereunder (which consent shall not be unreasonably withheld provided that the provisions of Section 8.3 are satisfied and no Default or Event of Default has occurred and is continuing or would result by the admission of such Applicant Borrower as a Borrower), then promptly following receipt of all items set forth in Section 8.3, Agent shall send a notice in form and substance satisfactory to Agent (a "Designated Borrower Notice") to Borrowing Agent and Lenders specifying the effective date upon which the Applicant Borrower shall constitute a Borrower for purposes hereof, whereupon each of Lenders agrees to permit such Borrower to receive Advances hereunder, on the terms and conditions set forth herein, and each of the parties agrees that such Subsidiary otherwise shall be a Borrower for all purposes of this Agreement; provided that no Advances may be requested on behalf of such Subsidiary and no proceeds of Revolving Advances may be distributed to such Subsidiary until the date five Business Days after such effective date unless otherwise agreed by Agent, and further provided that such Applicant Borrower has first executed and delivered to Agent a counterpart of the Designated Borrower Request and Assumption Agreement, to the extent it has not theretofore done so.

2.27 Termination or Reduction of Commitments.

The Borrowing Agent may, upon notice to Agent, terminate the Revolving Commitment Amounts, or from time to time permanently reduce the aggregate amount of the Revolving Commitment Amounts to an amount not less than the balance of the Advances outstanding without premium or penalty; provided that (i) any such notice shall be received by

Agent not later than 1:00 P.M. three (3) Business Days prior to the date of termination or reduction, (ii) any such partial reduction shall be in an aggregate amount of $10,000,000 or any whole multiple of $1,000,000 in excess thereof, (iii) Borrowers shall not terminate or reduce the aggregate amount of the Revolving A Commitment, if after giving effect thereto and to any concurrent prepayments hereunder, the outstanding Revolving A Advances would exceed the lesser of (x) the Maximum Revolving A Advance Amount and (y) the Formula Amount, (iv) no such reduction in the aggregate amount of the Revolving B Commitment shall be permitted if there is Revolving A Facility Usage outstanding at such time, and (v) if, after giving effect to any reduction of the Revolving Commitment Amounts, the Letter of Credit Sublimit or the Swing Loan Commitment exceeds the aggregate amount of the Revolving Commitment Amounts, such sublimit shall be automatically reduced by the amount of such excess. Agent will promptly notify the Lenders of any such notice of termination or reduction of the Revolving Commitment Amounts. Any reduction of the Revolving Commitment Amounts shall be applied to the Revolving Commitment Amount of each Lender according to its applicable Revolver Commitment Percentage. All fees accrued with respect thereto until the effective date of any termination of the Revolving Commitment Amounts shall be paid on the effective date of such termination.

III. INTEREST AND FEES.

3.1 Interest.

(a) Interest on Advances shall be payable in arrears (i) with respect to Revolving B Advances, on the first (1st) day of each fiscal quarter, (ii) with respect to Domestic Rate Loans, on the first (1st) day of each month, and (iii) with respect to Eurodollar Rate Loans, at the end of each Interest Period, *provided* that all accrued and unpaid interest shall be due and payable at the end of the Term. Interest charges shall be computed on the actual principal amount of Advances outstanding during the month, Interest Period or fiscal quarter, as applicable, at a rate per annum equal to the applicable Revolving Interest Rate. Interest on Revolving A Advances and Swing Loans shall be paid in cash. Interest on Revolving B Advances shall be paid-in-kind by capitalizing such amount and adding the portion of interest that has accrued in respect of the Revolving B Advances to the outstanding principal balance of the Revolving B Advances (and, thereafter, shall bear interest as principal pursuant to this Agreement) (any such capitalized interest paid-in-kind, the "Revolving B PIK Interest"); provided, that, interest on Revolving B Advances may be paid in cash at the election of Borrowers so long as, with respect to any such payment, the Revolving B Payment Conditions are satisfied both immediately before and immediately after giving effect to any such payment.

(b) Whenever, subsequent to the date of this Agreement, the Alternate Base Rate is increased or decreased, the Revolving A Interest Rate for Domestic Rate Loans shall be similarly changed without notice or demand of any kind by an amount equal to the amount of such change in the Alternate Base Rate during the time such change or changes remain in effect. The Eurodollar Rate shall be adjusted with respect to Eurodollar Rate Loans without notice or demand of any kind on the effective date of any change in the Reserve Percentage as of such effective date. Upon and after the occurrence of an Event of Default, and during the continuation thereof, at the option of Agent or at the direction of Required Lenders, Revolving Advances shall

bear interest at the applicable Revolving Interest Rate *plus* two percent (2.0%) per annum (the "Default Rate").

3.2 Letter of Credit and Acceptance Fees.

(a) Borrowers shall pay (x) to Agent, for the ratable benefit of Lenders, fees for each Letter of Credit and each Acceptance for the period from and excluding the date of issuance or creation of same to and including the date of expiration or termination, equal to the average daily face amount of each outstanding Letter of Credit and each outstanding Acceptance multiplied by the Applicable Letter of Credit and Acceptance Fee Percentage, such fees to be calculated on the basis of a 360-day year for the actual number of days elapsed and to be payable monthly in arrears on the first (1st) day of each month and on the last day of the Term, and (y) to the Issuer, a fronting fee of one quarter of one percent (0.25%) per annum, together with any and all administrative, issuance, creation, amendment, payment and negotiation charges with respect to Letters of Credit and Acceptances and all fees and expenses as agreed upon by the Issuer and Borrowing Agent in connection with any Letter of Credit and Acceptances, including in connection with the opening, amendment or renewal of any such Letter of Credit, any acceptances created thereunder and Acceptances and shall reimburse Agent for any and all fees and expenses, if any, paid by Agent to the Issuer (all of the foregoing fees, the "Letter of Credit and Acceptance Fees"). Any such charge in effect at the time of a particular transaction shall be the charge for that transaction, notwithstanding any subsequent change in the Issuer's prevailing charges for that type of transaction. All Letter of Credit and Acceptance Fees payable hereunder shall be deemed earned in full on the date when the same are due and payable hereunder and shall not be subject to rebate or pro-ration upon the termination of this Agreement for any reason. Upon and after the occurrence of an Event of Default, and during the continuation thereof, at the option of Agent or at the direction of Required Lenders, the Letter of Credit and Acceptance Fees described in clause (x) of this Section 3.2(a) shall be increased by an additional two percent (2.0%) per annum.

(b) Upon the occurrence and during the continuation of an Event of Default, at the option of Agent or at the direction of Required Lenders (or, in the case of any Event of Default under Section 10.7, immediately and automatically upon the occurrence of such Event of Default, without the requirement of any affirmative action by any party), or upon the expiration of the Term or any other termination of this Agreement (and also, if applicable, in connection with any mandatory prepayment under Section 2.24), Borrowers will cause cash to be deposited and maintained in an account with Agent, as cash collateral, in an amount equal to one hundred five percent (105%) of the Maximum Undrawn Amount of all outstanding Letters of Credit and Acceptances, and each Borrower hereby irrevocably authorizes Agent, in its discretion, on such Borrower's behalf and in such Borrower's name, to open such an account and to make and maintain deposits therein, or in an account opened by such Borrower, in the amounts required to be made by such Borrower, out of the proceeds of Receivables or other Collateral or out of any other funds of such Borrower coming into any Lender's possession at any time. Agent, may, in its discretion, invest such cash collateral (less applicable reserves) in such short-term money-market items as to which Agent and such Borrower mutually agree (or, in the absence of such agreement, as Agent may reasonably select) and the net return on such investments shall be credited to such account and constitute additional cash collateral, or Agent may (notwithstanding the foregoing) establish the account provided for under this Section 3.2(b) as a non-interest

bearing account, and in such case Agent shall have no obligation (and Borrowers hereby waive any claim) under Article 9 of the Uniform Commercial Code or under any other Applicable Law to pay interest on such cash collateral being held by Agent. No Borrower may withdraw amounts credited to any such account except upon the occurrence of all of the following: (x) payment and performance in full of all Obligations (other than contingent indemnification obligations for which no claim giving rise thereto has been asserted), (y) expiration of all Letters of Credit and Acceptances and (z) termination of this Agreement. Borrowers hereby assign, pledge and grant to Agent, for its benefit and the ratable benefit of Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on any such cash collateral and any right, title and interest of Borrowers in any deposit account, securities account or investment account into which such cash collateral may be deposited from time to time to secure the Obligations, specifically including all Obligations with respect to any Letters of Credit. Borrowers agree that upon the coming due of any Reimbursement Obligations (or any other Obligations, including Obligations for Letter of Credit Fees) with respect to the Letters of Credit, Agent may use such cash collateral to pay and satisfy such Obligations.

3.3 Fees.

(a) Borrowers shall pay the amounts required to be paid in the Fee Letter in the manner and at the times required by the Fee Letter.

(b) Borrower shall pay a monthly fee (the "Facility Fee"), payable to Agent, for the ratable benefit of Lenders, which Facility Fee will be payable in arrears on the first (1st) day of every month with respect to the previous month, if during such previous month, the average daily Revolving A Facility Usage for each day of such month did not equal the Maximum Revolving A Advance Amount (for purposes of this computation, Swing Loans shall be deemed to be borrowed amounts under its commitment to make Revolving A Advances). The Facility Fee will be in an amount equal to the product of (i) 0.25% per annum (or, if the average daily Revolving A Facility Usage is less than fifty percent (50%) of the Maximum Revolving A Advance Amount, 0.375% per annum) multiplied by (ii) the amount by which the Maximum Revolving A Advance Amount exceeds such average daily Revolving A Facility Usage for such month.

3.4 Field Examinations. Borrowers shall pay to Agent promptly at the conclusion of any collateral evaluation performed by or for the benefit of Agent (namely any field examination, collateral analysis or other business analysis, the need for which is to be determined by Agent and which evaluation is undertaken by Agent or for Agent's benefit) a collateral evaluation fee in an amount equal to $1,250 (or such other amount customarily charged by Agent to its customers) per day for each person employed to perform such evaluation, plus a per examination manager review fee (whether such examination is performed by Agent's employees or by a third party retained by agent) in the amount of $1,300 (or such other amount customarily charged by Agent to its customers), plus all costs and disbursements incurred by Agent in the performance of such examination or analysis, and further provided that if third parties are retained to perform such collateral evaluations, either at the request of another Lender or for extenuating reasons determined by Agent in its Permitted Discretion, then such fees charged by such third parties plus all costs and disbursements incurred by such third party, shall be the responsibility of Borrowers and shall not be subject to the foregoing limits. So long as no Event

of Default exists, Borrowers shall only be obligated to pay or reimburse Agent for up to three (3) field examinations in any calendar year.

3.5 Inventory Appraisals.

Borrowers shall reimburse Agent for all reasonable and documented fees and out-of-pocket costs and expenses of any Inventory appraisals obtained by Agent; provided, that so long as no Event of Default exists, Borrowers shall have no obligation to pay or reimburse Agent for more than two (2) Inventory appraisals in any calendar year.

3.6 Computation of Interest and Fees.

(a) Interest and fees hereunder shall be computed on the basis of a year of three hundred sixty (360) days and for the actual number of days elapsed. If any payment to be made hereunder becomes due and payable on a day other than a Business Day, the due date thereof shall be extended to the next succeeding Business Day and interest thereon (other than with respect to any Revolving B Advances) shall be payable at the Revolving A Interest Rate for Domestic Rate Loans during such extension; provided that with respect to any payment on Revolving B Advances, interest thereon shall be payable at the Revolving B Interest rate during such extension.

(b) For purposes of the *Interest Act (Canada)*: (i) whenever any interest or fee under this Agreement is calculated on the basis of a period of time other than a calendar year, such rate used in such calculation, when expressed as an annual rate, is equivalent to (x) such rate, multiplied by (y) the actual number of days in the calendar year in which the period for which such interest or fee is calculated ends, and divided by (z) the number of days in such period of time; (ii) the principle of deemed reinvestment of interest shall not apply to any interest calculation under this Agreement; and (iii) the rates of interest stipulated in this Agreement are intended to be nominal rates and not effective rates or yields.

3.7 Maximum Charges.

(a) In no event whatsoever shall interest and other charges charged hereunder exceed the highest rate permissible under Applicable Law. In the event interest and other charges as computed hereunder would otherwise exceed the highest rate permitted under Applicable Law, such excess amount shall be first applied to any unpaid principal balance owed by Borrowers, and if the then remaining excess amount is greater than the previously unpaid principal balance, Lenders shall promptly refund such excess amount to Borrowers and the provisions hereof shall be deemed amended to provide for such permissible rate.

(b) If any provision of this Agreement or Other Documents would oblige any Loan Party to make any payment of interest or other amount payable to any Lender in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by that Lender of "interest" at a "criminal rate" (as such terms are construed under the *Criminal Code (Canada)*), then, notwithstanding such provision, such amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not be so prohibited by Applicable Law or so result in a receipt by that Lender of "interest" at a "criminal rate", such adjustment to be effected, to the extent necessary (but only to the extent necessary), as follows: first, by reducing the amount or rate of interest, and, thereafter,

by reducing any fees, commissions, costs, expenses, premiums and other amounts required to be paid to the affected Lender which would constitute interest for purposes of section 347 of the *Criminal Code (Canada)*. Notwithstanding the foregoing, and after giving effect to all adjustments contemplated thereby, if a Lender shall have received an amount in excess of the maximum permitted by section 347 of the Criminal Code (Canada), the applicable Loan Party shall be entitled to obtain reimbursement from such Lender in an amount equal to such excess and, pending such reimbursement, such amount shall be deemed to be an amount payable by such Lender to such Loan Party.

3.8 Increased Costs.

In the event that any Applicable Law, any Change in Law, or compliance by any Lender (for purposes of this Section 3.8, the term "Lender" shall include Agent or any Lender and any corporation or bank controlling Agent or any Lender) and the office or branch where Agent or any Lender (as so defined) makes or maintains any Eurodollar Rate Loans with any request or directive (whether or not having the force of law) from any central bank or other financial, monetary or other authority, shall:

(a) subject Agent or any Lender to any tax of any kind whatsoever with respect to this Agreement or any Other Document or change the basis of taxation of payments to Agent or any Lender of principal, fees, interest or any other amount payable hereunder or under any Other Documents (except, in each case, for (A) changes in the rate of Tax on the overall net income of Agent or any Lender by the jurisdiction in which it maintains its principal office, (B) Indemnified Taxes, (C) taxes described in clauses (b) through (c) of the definition of Excluded Taxes, and (D) Connection Income Taxes);

(b) impose, modify or hold applicable any reserve, special deposit, assessment or similar requirement against assets held by, or deposits in or for the account of, advances or loans by, or other credit extended by, any office of Agent or any Lender, including pursuant to Regulation D of the Board of Governors of the Federal Reserve System; or

(c) impose on Agent or any Lender or the London interbank Eurodollar market any other condition with respect to this Agreement or any Other Document;

and the result of any of the foregoing is to increase the cost to Agent or any Lender of making, renewing or maintaining its Advances hereunder by an amount that Agent or such Lender deems to be material or to reduce the amount of any payment (whether of principal, interest or otherwise) in respect of any of the Advances by an amount that Agent or such Lender deems to be material, then, in any case Borrowers shall promptly pay Agent or such Lender, upon its demand, such additional amount as will compensate Agent or such Lender for such additional cost or such reduction, as the case may be, provided that the foregoing shall not apply to increased costs which are reflected in the Eurodollar Rate. Agent or such Lender shall certify the amount of such additional cost or reduced amount to Borrowing Agent, and such certification shall be conclusive absent manifest error.

3.9 Basis For Determining Interest Rate Inadequate or Unfair.

In the event that Agent or any Lender shall have determined that:

(a) reasonable means do not exist for ascertaining the Eurodollar Rate for any Interest Period;

(b) Dollar deposits in the relevant amount and for the relevant maturity are not available in the London interbank Eurodollar market, with respect to an outstanding Eurodollar Rate Loan, a proposed Eurodollar Rate Loan or a proposed conversion of a Domestic Rate Loan into a Eurodollar Rate Loan,

(c) the making, maintenance or funding of any Eurodollar Rate Loan has been made impracticable or unlawful by compliance by Agent or such Lender in good faith with any Applicable Law or any interpretation or application thereof by any Governmental Body or with any request or directive of any such Governmental Body (whether or not having the force of law), or

(d) the Eurodollar Rate will not adequately and fairly reflect the cost to such Lender of the establishment or maintenance of any Eurodollar Rate Loan,

then Agent shall give Borrowing Agent prompt written or telephonic of such determination. If such notice is given, (i) any such requested Eurodollar Rate Loan shall be made as a Domestic Rate Loan, unless Borrowing Agent shall notify Agent no later than 12:00 p.m. two (2) Business Days prior to the date of such proposed borrowing, that its request for such borrowing shall be cancelled or made as an unaffected type of Eurodollar Rate Loan, (ii) any Domestic Rate Loan or Eurodollar Rate Loan which was to have been converted to an affected type of Eurodollar Rate Loan shall be continued as or converted into a Domestic Rate Loan or, if Borrowing Agent shall notify Agent no later than 12:00 p.m. two (2) Business Days prior to the proposed conversion, shall be maintained as an unaffected type of Eurodollar Rate Loan, and (iii) any outstanding affected Eurodollar Rate Loans shall be converted into a Domestic Rate Loan or, if Borrowing Agent shall notify Agent no later than 12:00 p.m. two (2) Business Days prior to the last Business Day of the then current Interest Period applicable to such affected Eurodollar Rate Loan shall be converted into an unaffected type of Eurodollar Rate Loan on the last Business Day of the then current Interest Period for such affected Eurodollar Rate Loans. Until such notice has been withdrawn, Lenders shall have no obligation to make an affected type of Eurodollar Rate Loan or maintain outstanding affected Eurodollar Rate Loans and no Borrower shall have the right to convert a Domestic Rate Loan or an unaffected type of Eurodollar Rate Loan into an affected type of Eurodollar Rate Loan.

3.10 Capital Adequacy.

(a) In the event that Agent or any Lender shall have determined that any Applicable Law or guideline regarding capital adequacy, any Change in Law, or any change in the interpretation or administration thereof by any Governmental Body, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by Agent or any Lender (for purposes of this Section 3.10, the term "Lender" shall include Agent or any Lender and any corporation or bank controlling Agent or any Lender) and the office or branch where Agent or any Lender (as so defined) makes or maintains any Eurodollar Rate Loans with any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank or comparable agency, has or would have the effect of

reducing the rate of return on Agent's or any Lender's capital as a consequence of its obligations hereunder to a level below that which Agent or such Lender could have achieved but for such adoption, change or compliance (taking into consideration Agent's and each Lender's policies with respect to capital adequacy) by an amount deemed by Agent or any Lender to be material, then, from time to time, Borrowers shall pay upon demand to Agent or such Lender such additional amount or amounts as will compensate Agent or such Lender for such reduction. In determining such amount or amounts, Agent or such Lender may use any reasonable averaging or attribution methods. The protection of this Section 3.10 shall be available to Agent and each Lender regardless of any possible contention of invalidity or inapplicability with respect to the Applicable Law or condition.

(b) A certificate of Agent or such Lender setting forth such amount or amounts as shall be necessary to compensate Agent or such Lender with respect to Section 3.10(a) hereof when delivered to Borrowing Agent shall be conclusive absent manifest error.

3.11 Gross Up for Taxes.

(a) If any Borrower or Agent on account of payments by Borrower shall be required by Applicable Law to withhold or deduct any Taxes from or in respect of any sum payable under this Agreement or any of the Other Documents to Agent, or any Lender, assignee of any Lender, or Participant (each, individually, a "Payee" and collectively, the "Payees"), subject to Section 16.3(b), (a) if such withheld or deducted Taxes are Indemnified Taxes, the sum payable by Borrower to such Payee or Payees, as the case may be, shall be increased as may be necessary so that, after making all required withholding or deductions of Indemnified Taxes, the applicable Payee or Payees receives an amount equal to the sum it would have received had no such withholding or deductions been made (the "Gross-Up Payment"), (b) such Borrower shall make such withholding or deductions of Taxes, and (c) such Borrower shall pay the full amount of Taxes withheld or deducted to the relevant taxation authority or other authority in accordance with Applicable Law. Except as otherwise provided in Section 16.5 with respect to certain Taxes arising on certain assignments, the Loan Parties shall jointly and severally indemnify each Agent and Payee (a "Tax Indemnitee") for the full amount of Indemnified Taxes arising in connection with this Agreement or any other Loan Document (including, without limitation, any Indemnified Taxes imposed or asserted on, or attributable to, amounts payable under this Section 3.11) payable or paid by, such Tax Indemnitee and all reasonable and documented costs and expenses (including reasonable fees and disbursements of counsel), actually incurred in connection therewith (whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Body), except as arising out of the gross negligence or willful misconduct if the Tax Indemnitee (as determined by a court of competent jurisdiction in a final and non-appealable judgment). The obligations of the Borrowers and Loan Parties under this Section 3.11 shall survive the termination of this Agreement and the repayment of the Loans.

(b) If any Lender requests indemnification or any additional amounts pursuant to this Section 3.11, then such Lender shall use reasonable efforts to designate a different lending office for funding hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to this Section 3.11 and (ii) in each case,

would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(c) If any Lender requests indemnification or any additional amounts pursuant to this Section 3.11, then the Borrowers may, at their sole expense and effort, upon notice to such Lender and the Borrowing Agent and Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 16.3), all of its interests, rights and obligations under this Agreement, the Notes and the Other Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment) provided that:

(i) The Borrowers shall have paid to the Agent the assignment fee specified in Section 16.3;

(ii) Such Lender shall have received payment of an amount equal to the outstanding principal of its Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the Other Documents (including any amounts under Section 2.16 from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts);

(iii) In the case of any such assignment resulting from a claim for compensation under Section 3.8 or payments required to be made pursuant to Section 3.11, such assignment will result in a reduction in such compensation or payments thereafter; and

(iv) Such assignment does not conflict with Applicable Law.

3.12 Withholding Tax Exemption.

(a) Each Payee that is not incorporated under the laws of the United States of America or a state thereof (and, upon the written request of Agent, each other Payee) agrees that it will deliver to Borrowing Agent and Agent two (2) duly completed appropriate valid Withholding Certificates (as defined under §1.1441-1(c)(16) of the Income Tax Regulations ("Regulations")) certifying its status (i.e., U.S. or foreign person) and, if appropriate, making a claim of reduced, or exemption from, U.S. withholding tax on the basis of an income tax treaty or an exemption provided by the Code. The term "Withholding Certificate" means a Form W-9; a Form W-8BEN; a Form W-8BEN-E; a Form W-8ECI; a Form W-8IMY and the related statements and certifications as required under §1.1441-1(e)(2) and/or (3) of the Regulations; a statement described in §1.871-14(c)(2)(v) of the Regulations; or any other certificates under the Code or Regulations that certify or establish the status of a payee or beneficial owner as a U.S. or foreign person.

(b) Each Payee required to deliver to Borrowing Agent and Agent a valid Withholding Certificate pursuant to Section 3.12(a) hereof shall deliver such valid Withholding Certificate as follows: (A) each Payee which is a party hereto on the Closing Date shall deliver such valid Withholding Certificate at least five (5) Business Days prior to the first date on which any interest or fees are payable by any Borrower hereunder for the account of such Payee;

(B) each Payee shall deliver such valid Withholding Certificate at least five (5) Business Days before the effective date of such assignment or participation (unless Agent in its reasonable discretion shall permit such Payee to deliver such Withholding Certificate less than five (5) Business Days before such date in which case it shall be due on the date specified by Agent). Each Payee which so delivers a valid Withholding Certificate further undertakes to deliver to Borrowing Agent and Agent two (2) additional copies of such Withholding Certificate (or a successor form) on or before the date that such Withholding Certificate expires or becomes obsolete or after the occurrence of any event requiring a change in the most recent Withholding Certificate so delivered by it, and such amendments thereto or extensions or renewals thereof as may be reasonably requested by Borrowing Agent or Agent.

3.13 Replacement of Lenders. If any Lender (an "Affected Lender") (a) makes demand upon Borrowers for (or if Borrowers are otherwise required to pay) amounts pursuant to Sections 3.8, 3.9, or 3.10, (b) is unable to make or maintain Eurodollar Rate Loans as a result of a condition described in Section 2.2(g) or (c) is a Defaulting Lender, Borrowers may, at their sole expense and effort, within ninety (90) days of receipt of such demand, notice (or the occurrence of such other event causing the Borrowers to be required to pay such compensation or causing Section 2.2(g) to be applicable), or Lender Default, as the case may be, by notice (a "Replacement Notice") in writing to Agent and such Affected Lender (i) request the Affected Lender to cooperate with Borrowers in obtaining a replacement Lender satisfactory to Agent and Borrowers (the "Replacement Lender"); (ii) ask the non-Affected Lenders to acquire and assume all of the Affected Lender's Revolving Advances and Revolver Commitment Percentage as provided herein, but none of such Lenders shall be under an obligation to do so; or (iii) designate a Replacement Lender approved by Agent, such approval not to be unreasonably withheld or delayed. If any satisfactory Replacement Lender shall be obtained, and/or if any one or more of the non-Affected Lenders shall agree to acquire and assume all of the Affected Lender's Revolving Advances and Revolver Commitment Percentage, then such Affected Lender shall assign, in accordance with Section 16.3, all of its Advances and Revolver Commitment Percentage and other rights and obligations under this Agreement and the Other Documents to such Replacement Lender or non-Affected Lenders, as the case may be, in exchange for payment of the principal amount so assigned and all interest and fees accrued on the amount so assigned, plus all other Obligations then due and payable to the Affected Lender; provided, however, that (A) such assignment shall be without recourse, representation or warranty and shall be on terms and conditions reasonably satisfactory to such Affected Lender and such Replacement Lender and/or non-Affected Lenders, as the case may be, (B) prior to any such assignment, Borrowers shall have paid to such Affected Lender all amounts properly demanded and unreimbursed under Sections 3.8, 3.9, and 3.10, (C) Borrowers shall have paid to Agent any fees specified in Section 16.3, (D) in case of any such assignment resulting from a claim for compensation under Section 3.8, such assignment will result in a reduction in such compensation and (E) such assignment does not conflict with applicable law. A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such a Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply. Upon the effective date of such assignment, Borrowers shall issue replacement Notes to such Replacement Lender and/or non-Affected Lenders, as the case may be, and such institution(s) shall become a "Lender" for all purposes under this Agreement and the other Documents.

3.14 Successor Eurodollar Rate.

(a) Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Loan Document, if Agent determines that a Benchmark

Transition Event or an Early Opt-in Event has occurred, Agent and the Borrower may amend this Agreement to replace the Eurodollar Rate with a Benchmark Replacement; and any such amendment will become effective at 5:00 p.m. New York City time on the fifth (5th) Business Day after Agent has provided such proposed amendment to all Lenders, so long as Agent has not received, by such time, written notice of objection to such amendment from Lenders comprising the Required Lenders. Until the Benchmark Replacement is effective, each advance, conversion and renewal of a Loan under the Eurodollar Rate option will continue to bear interest with reference to the Eurodollar Rate; provided however, during a Benchmark Unavailability Period (i) any pending selection of, conversion to or renewal of a Loan bearing interest under the Eurodollar Rate option that has not yet gone into effect shall be deemed to be a selection of, conversion to or renewal of the Base Rate option with respect to such Loan, (ii) all outstanding Loans bearing interest under the Eurodollar Rate option shall automatically be converted to the Base Rate option at the expiration of the existing Interest Period (or sooner, if Agent cannot continue to lawfully maintain such affected Loan under the Eurodollar Rate option) and (iii) the component of the Base Rate based upon the Eurodollar Rate will not be used in any determination of the Base Rate.

(b) Benchmark Replacement Conforming Changes. In connection with the implementation of a Benchmark Replacement, Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.

(c) Notices; Standards for Decisions and Determinations. Agent will promptly notify the Borrowers and the Lenders of (i) the implementation of any Benchmark Replacement, (ii) the effectiveness of any Benchmark Replacement Conforming Changes and (iii) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by Agent or the Lenders pursuant to this Section 3.14 including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section 3.14.

(d) Certain Defined Terms. As used in this Section 3.14:

"Benchmark Replacement" means the sum of: (a) the alternate benchmark rate that has been selected by Agent and the Borrower giving due consideration to (i) any selection or recommendation of a replacement rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a rate of interest as a replacement to the Eurodollar Rate for U.S. dollar-denominated credit facilities and (b) the Benchmark Replacement Adjustment; provided that, if the Benchmark Replacement as so determined would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement.

"Benchmark Replacement Adjustment" means, with respect to any replacement of the Eurodollar Rate with an alternate benchmark rate for each applicable Interest Period, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by Agent and the Borrower (a) giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the Eurodollar Rate with the applicable Benchmark Replacement (excluding such spread adjustment) by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for such replacement of the Eurodollar Rate for U.S. dollar-denominated credit facilities at such time and (b) which may also reflect adjustments to account for (i) the effects of the transition from the Eurodollar Rate to the Benchmark Replacement and (ii) yield- or risk-based differences between the Eurodollar Rate and the Benchmark Replacement.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate", the definition of "Interest Period", timing and frequency of determining rates and making payments of interest and other administrative matters) that Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by Agent in a manner substantially consistent with market practice (or, if Agent decides that adoption of any portion of such market practice is not administratively feasible or if Agent determines that no market practice for the administration of the Benchmark Replacement exists, in such other manner of administration as Agent decides is reasonably necessary in connection with the administration of this Agreement).

"Benchmark Replacement Date" means the earlier to occur of the following events with respect to the Eurodollar Rate:

(1) in the case of clause (1) or (2) of the definition of "Benchmark Transition Event", the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Eurodollar Rate permanently or indefinitely ceases to provide the Eurodollar Rate; or

(2) in the case of clause (3) of the definition of "Benchmark Transition Event", the date of the public statement or publication of information referenced therein.

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the Eurodollar Rate:

(1) a public statement or publication of information by or on behalf of the administrator of the Eurodollar Rate announcing that such administrator has ceased or will cease to provide the Eurodollar Rate, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Eurodollar Rate;

(2) a public statement or publication of information by a Governmental Body having jurisdiction over Agent, the regulatory supervisor for the administrator of the Eurodollar

Rate, the U.S. Federal Reserve System, an insolvency official with jurisdiction over the administrator for the Eurodollar Rate, a resolution authority with jurisdiction over the administrator for the Eurodollar Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the Eurodollar Rate, which states that the administrator of the Eurodollar Rate has ceased or will cease to provide the Eurodollar Rate permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Eurodollar Rate; or

(3) a public statement or publication of information by the regulatory supervisor for the administrator of the Eurodollar Rate or a Governmental Body having jurisdiction over Agent announcing that the Eurodollar Rate is no longer representative.

"Benchmark Unavailability Period" means, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the Eurodollar Rate and solely to the extent that the Eurodollar Rate has not been replaced with a Benchmark Replacement, the period (x) beginning at the time that such Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the Eurodollar Rate for all purposes hereunder in accordance with this Section 3.14 and (y) ending at the time that a Benchmark Replacement has replaced the Eurodollar Rate for all purposes hereunder pursuant to this Section 3.14.

"Early Opt-in Event" means a determination by Agent that U.S. dollar-denominated credit facilities being executed at such time, or that include language similar to that contained in this Section 3.14, are being executed or amended, as applicable, to incorporate or adopt a new benchmark interest rate to replace the Eurodollar Rate.

"Relevant Governmental Body" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

IV. COLLATERAL; GENERAL TERMS.

4.1 Security Interest in the Collateral.

To secure the prompt payment and performance to Agent and each Lender of the Obligations, each Loan Party (except for the Mexican Loan Parties, and the stockholders of the Mexican Loan Parties, each of which will grant their security interests to Agent for its benefit and for the benefit of Lenders pursuant to the Mexican Security Documents) hereby assigns, pledges and grants to Agent for its benefit and for the ratable benefit of each Lender, and Agent (for the benefit of itself and the Lenders) shall have, effective as of the Closing Date, a valid and perfected and continuing security interest in and to and Lien (subject only to Permitted Liens that have priority as a matter of Applicable Law) on all of its Collateral, whether now owned or existing or hereafter acquired or arising and wheresoever located. Each Loan Party shall mark its books and records, and make all relevant notices and filings, as may be necessary or appropriate to evidence, protect and perfect Agent's security interest and shall cause its financial statements to reflect such security interest. Each Loan Party shall promptly provide Agent with written notice of all commercial tort claims, such notice to contain the case title together with the

applicable court and a brief description of the claim(s); provided that the failure to deliver any such notice shall not affect the validity, perfection or priority of Agent's Lien thereon.

4.2 Perfection of Security Interest.

(a) Financing Statements. By its signature hereto, each Loan Party hereby authorizes Agent to file against such Loan Party, one or more financing or equivalent registration, continuation or amendment statements pursuant to the Uniform Commercial Code, the PPSA or the LGTOC (as applicable in each case) in form and substance satisfactory to Agent. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner as Agent may determine is necessary, advisable or prudent to ensure the perfection of the security interest in the Collateral, including, without limitation, describing such property as "all assets of the debtor whether now owned or hereafter acquired" or words of similar meaning.

(b) Other Actions. Promptly after Agent's request therefor, the Loan Parties shall execute or cause to be executed and deliver to Agent such instruments, assignments, title certificates or other documents as are necessary under the Uniform Commercial Code, the PPSA or other Applicable Law, or that Agent may reasonably request, so at all times to maintain the validity, perfection, enforceability and priority of Agent's security interest in and Lien on the Collateral or to enable Agent to protect, exercise or enforce its rights hereunder and in the Collateral, including, but not limited to, (i) immediately discharging all Liens other than Permitted Liens, (ii) using commercially reasonable efforts to obtain Lien Waiver Agreements for locations where Collateral is located, (iii) delivering to Agent, endorsed or accompanied by such endorsements of, instruments of assignment as Agent may specify with respect to, and stamping or marking in such manner as Agent may specify, any and all chattel paper, instruments, letters of credits and advices thereof and documents evidencing or forming a part of the Collateral, (iv) entering into warehousing, customs brokers and freight agreements and other custodial arrangements satisfactory to Agent, and (v) executing and delivering financing statements, control agreements, intellectual property security agreements and filings, instruments of pledge, mortgages, notices and assignments, in each case in form and substance satisfactory to Agent, relating to the creation, validity, perfection, maintenance or continuation of Agent's security interest and Lien under the Uniform Commercial Code, PPSA, LGTOC or other Applicable Law. All reasonable charges, expenses and fees Agent may incur in doing any of the foregoing, and any local taxes relating thereto, shall be charged to Borrowers' Account as a Revolving A Advance of a Domestic Rate Loan and added to the Obligations or, at Agent's option, shall be paid to Agent for its benefit and for the ratable benefit of Lenders immediately upon demand.

4.3 Disposition of Collateral.

Each Loan Party will safeguard and protect all Collateral for Agent's general account and make no disposition thereof whether by sale, lease or otherwise except as otherwise permitted under this Agreement.

4.4 Preservation of Collateral.

In addition to the rights and remedies set forth in Section 11.1 hereof, Agent: (a) upon the occurrence and during the continuation of a Default or an Event of Default, may at any time take such steps as Agent in its Permitted Discretion deems necessary to protect Agent's interest in and to preserve the Collateral, including the hiring of such security guards or the placing of other security protection measures as Agent may deem appropriate; (b) may, upon the occurrence and during the continuation of a Default or an Event of Default, employ and maintain at any of the Loan Parties' premises a custodian who shall have full authority to do all acts necessary to protect Agent's interests in the Collateral; (c) may, upon the occurrence and during the continuation of a Default or an Event of Default, lease warehouse facilities to which Agent may move all or part of the Collateral; (d) may, upon the occurrence and during the continuation of a Default or an Event of Default, use any Loan Party's owned or leased lifts, hoists, trucks and other facilities or equipment for handling or removing the Collateral; and (e) shall have, and is hereby granted, a right of ingress and egress to the places where the Collateral is located, and may proceed over and through any of the Loan Parties' owned or leased property upon the occurrence and during the continuation of a Default or an Event of Default. Each Loan Party shall cooperate fully with all of Agent's commercially reasonable efforts to preserve the Collateral and will take such actions to preserve the Collateral as Agent may reasonably direct. All of Agent's expenses of preserving the Collateral in accordance with the terms of this Agreement and Applicable Law, including any expenses relating to the bonding of a custodian, shall be charged to Borrowers' Account as a Revolving A Advance maintained as a Domestic Rate Loan and added to the Obligations.

4.5 Ownership of Collateral.

(a) With respect to the Collateral, at the time the Collateral becomes subject to Agent's security interest: (i) the applicable Loan Party shall have rights to and an interest in of and fully authorized and able to sell, transfer, pledge and/or grant a first priority security interest in each and every item of its respective Collateral to Agent; and, except for Permitted Liens, the Collateral shall be free and clear of all Liens whatsoever; (ii) each document and agreement executed by any Loan Party or delivered to Agent or any Lender in connection with this Agreement shall be true and correct in all material respects; (iii) all signatures and endorsements of any Loan Party that appear on such documents and agreements shall be genuine and such Loan Party shall have full capacity to execute same; and (iv) each Loan Party's Equipment and Inventory shall be located as set forth on Schedule 4.5 and shall not be removed from such location(s) without the prior written consent of Agent except with respect to the sale of Inventory or Equipment, as permitted herein, items in transit and except as otherwise permitted under this Agreement.

(b) (i) Schedule 4.5 hereto contains a correct and complete list, as of the Closing Date, of the legal names and addresses of each owned or leased location at which Inventory of any Loan Party is stored; none of the receipts received by any Loan Party from any warehouse states that the goods covered thereby are to be delivered to bearer or to the order of a named Person or to a named Person and such named Person's assigns; (iii) Schedule 4.5 hereto sets forth a correct and complete list as of the Closing Date of (A) each principal place of business of each Loan Party and (B) the chief executive office and registered head office (and

domicile within the meaning of the *Civil Code of Québec*) of each Loan Party; and (iv) Schedule 5.12 hereto sets forth a correct and complete list as of the Closing Date of the location, by state, province, territory and street address, of all Real Property owned or leased by each Loan Party, together with the names and addresses of any landlords.

4.6 Defense of Agent's and Lenders' Interests.

Until (a) payment and performance in full of all of the Obligations and (b) termination of this Agreement, Agent's interests in the Collateral shall continue in full force and effect. During such period, no Loan Party shall, without Agent's prior written consent, pledge, sell (except as otherwise permitted under this Agreement), assign, transfer, create or suffer to exist a Lien upon or encumber or allow or suffer to be encumbered in any way any part of the Collateral, except for Permitted Liens. Each Loan Party shall defend Agent's interests in the Collateral against any and all Persons whatsoever. At any time following demand by Agent for payment of all Obligations upon the occurrence and during the continuation of a Default or an Event of Default, Agent shall have the right to take possession of the indicia of the Collateral and the Collateral in whatever physical form contained, including: labels, stationery, documents, instruments and advertising materials. If Agent exercises this right to take possession of the Collateral upon the occurrence and during the continuation of a Default or an Event of Default, the Loan Parties shall, upon demand, assemble it in the best manner possible and make it available to Agent at a place reasonably convenient to Agent. In addition, with respect to all Collateral, Agent and Lenders shall be entitled to all of the rights and remedies set forth herein and further provided by the Uniform Commercial Code or other Applicable Law. Upon the occurrence and during the continuation of a Default or an Event of Default, each Loan Party shall, and Agent may, at its option, instruct all suppliers, carriers, forwarders, warehousers or others receiving or holding cash, checks, Inventory, documents or instruments in which Agent holds a security interest to deliver same to Agent and/or subject to Agent's order and if they shall come into any Loan Party's possession, they, and each of them, shall be held by such Loan Party in trust as Agent's trustee, and such Loan Party will immediately deliver them to Agent in their original form together with any necessary endorsement.

4.7 Books and Records.

Each Loan Party shall (a) keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business and affairs; (b) set up on its books accruals with respect to all Taxes, assessments, charges, levies and claims; and (c) on a reasonably current basis set up on its books, from its earnings, allowances against doubtful Receivables, advances and investments and all other proper accruals (including by reason of enumeration, accruals for premiums, if any, due on required payments and accruals for depreciation, obsolescence, or amortization of properties), which should be set aside from such earnings in connection with its business. All determinations pursuant to this subsection shall be made in accordance with, or as required by, GAAP consistently applied in the opinion of such independent public accountant as shall then be regularly engaged by the applicable Loan Party.

4.8 Financial Disclosure.

Each Loan Party agrees to reasonably cooperate with any request of Agent during the Term to exhibit and deliver to Agent and each Lender copies of any of such Loan Party's financial statements, trial balances or other accounting records in an accountant's or auditor's possession as is commercially reasonable, and to disclose to Agent and each Lender any information such accountants may have concerning such Loan Party's financial status and business operations, except as to any matters that may be legally privileged or subject to any obligation of confidentiality or non-disclosure on the part of any Loan Party under Applicable Laws. Each Loan Party hereby agrees to reasonably cooperate with any request of Agent to authorize all Governmental Bodies (and agrees to enter into any document and/or instrument to implement such authorization) to furnish to Agent and each Lender copies of reports or examinations relating to such Loan Party, whether made by such Loan Party or otherwise; however, Agent and each Lender will attempt to obtain such information or materials directly from such Loan Party prior to obtaining such information or materials from such accountants or Governmental Bodies.

4.9 Compliance with Laws.

Each Loan Party shall comply with all Applicable Laws with respect to the Collateral or any part thereof or to the operation of such Loan Party's business the non-compliance with which could reasonably be expected to have a Material Adverse Effect.

4.10 Inspection of Premises.

At all reasonable times and during regular business hours and upon reasonable notice, Agent and each Lender shall have full access to and the right to audit, check, inspect and make abstracts and copies from each Loan Party's books, records, audits, correspondence and all other papers relating to the Collateral and the operation of each Loan Party's business, except as to any matters that may be legally privileged or subject to any obligation of confidentiality or non-disclosure on the part of any Loan Party under Applicable Laws. Agent, any Lender and their agents may enter upon any premises of any Loan Party at any time during business hours and at any other reasonable time and upon reasonable notice, and from time to time, for the purpose of inspecting the Collateral and any and all records pertaining thereto and the operation of such Loan Party's business.

4.11 Insurance.

The assets and properties of each Loan Party at all times shall be maintained in all material respects in accordance with the requirements of all insurance carriers which provide insurance with respect to the assets and properties of such Loan Party so that such insurance shall remain in full force and effect. Each Loan Party shall bear the full risk of any loss of any nature whatsoever with respect to the Collateral. At the Loan Parties' own cost and expense in amounts and with insurance companies reasonably acceptable to Agent (it being agreed that the insurance companies disclosed to Agent prior to the Closing Date are acceptable to Agent), each Loan Party shall (a) keep all its insurable properties and properties in which such Loan Party has an interest insured against the hazards of fire, flood, sprinkler leakage, those hazards covered by

extended coverage insurance and such other hazards, and for such amounts, as is customary in the case of companies engaged in businesses similar to such Loan Party's including business interruption insurance; (b) maintain a bond in such amounts as is customary in the case of companies engaged in businesses similar to such Loan Party insuring against larceny, embezzlement or other criminal misappropriation of insured's officers and employees who may either singly or jointly with others at any time have access to the assets or funds of such Loan Party either directly or through authority to draw upon such funds or to direct generally the disposition of such assets; (c) maintain premises and product liability insurance against claims for personal injury, death or property damage suffered by others; (d) maintain all such worker's compensation or similar insurance as may be required under the laws of any state or jurisdiction in which such Loan Party is engaged in business; and (e) furnish Agent with (i) copies of all policies and evidence of the maintenance of such policies by the renewal thereof at least thirty (30) days (or such shorter period reasonably acceptable to Agent) before any expiration date, and (ii) appropriate loss payable endorsements in form and substance reasonably satisfactory to Agent, naming Agent as a co-insured and lender loss payee as its interests may appear with respect to all insurance coverage referred to in clauses (a) and (c) above, and providing (A) that all proceeds thereunder shall be payable to Agent, (B) no such insurance shall be affected by any act or neglect of the insured or owner of the property described in such policy, and (C) that such policy and loss payable clauses may not be cancelled, amended or terminated unless at least thirty (30) days' prior written notice is given to Agent. In the event of any loss thereunder, the carriers named therein hereby are directed by Agent and the Loan Parties to make payment for such loss to Agent and not to any Loan Party and Agent jointly. If any insurance losses are paid by check, draft or other instrument payable to any Loan Party and Agent jointly, Agent may endorse such Loan Party's name thereon and do such other things as Agent may deem advisable to reduce the same to cash. Agent is hereby authorized to adjust and compromise claims under insurance coverage referred to in clauses (a) and (b) above. All loss recoveries received by Agent upon any such insurance may be applied to the Obligations, in such order as Agent in its discretion shall reasonably determine.

4.12 Failure to Pay Insurance.

If the Loan Parties fail to obtain insurance as hereinabove provided, or to keep the same in force, Agent, if Agent so elects, may obtain such insurance and pay the premium therefor on behalf of the Loan Parties, and charge Borrowers' Account therefor as a Revolving A Advance of a Domestic Rate Loan and such expenses so paid shall be part of the Obligations.

4.13 Appraisals. Agent may, in its Permitted Discretion, at any time after the Closing Date and from time to time, engage the services of an independent appraisal firm or firms of reputable standing, satisfactory to Agent, for the purpose of appraising Loan Parties' assets. Absent the occurrence and continuance of an Event of Default at such time, Agent shall consult with Administrative Borrower as to the identity of any such firm. Borrowers shall reimburse Agent for the costs, expenses and charges incurred by Agent in respect of any such appraisal; provided that so long as no Event of Default exists, Borrowers shall have no obligation to pay or reimburse Agent for more than one appraisal for each category of non-Inventory assets in any calendar year.

4.14 Payment of Leasehold Obligations.

Each Loan Party shall 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 (and, at Agent's reasonable request will provide evidence of having done so), except when the failure to make such payments or to so comply could not reasonably be expected to have a Material Adverse Effect.

4.15 Receivables.

(a) Nature of Receivables. Each of the Receivables shall be a bona fide and valid account representing a bona fide indebtedness incurred by the Customer therein named, for a fixed sum as set forth in the invoice relating thereto (provided immaterial or unintentional invoice errors shall not be deemed to be a breach hereof) with respect to an absolute sale or lease and delivery of goods upon stated terms of the applicable Loan Party, or work, labor or services theretofore rendered by the applicable Loan Party as of the date each Receivable is created. Each of the Receivables shall be due and owing in accordance with the applicable Loan Party's standard terms of sale without dispute, setoff or counterclaim except as may be stated on the accounts receivable schedules delivered by the Loan Parties to Agent.

(b) Solvency of Customers. Each Customer, to the best of each Loan Party's knowledge, as of the date each Receivable is created, is and will be solvent and able to pay all Receivables on which the Customer is obligated in full when due or with respect to such Customers of such Loan Party who are not solvent such Loan Party has set up on its books and in its financial records bad debt reserves adequate to cover such Receivables.

(c) Location of Loan Parties. Each Loan Party's chief executive office is located at the address specified on Schedule 4.5 with respect to such Loan Party. Until written notice is given to Agent by any Loan Party of any other office at which such Loan Party keeps its records pertaining to Receivables, all such records shall be kept at such executive office.

(d) Collection of Receivables. Until any Loan Party's authority to do so is terminated by Agent as set forth in subsection (h) below, each Loan Party will, at such Loan Party's sole cost and expense, but on Agent's behalf and for Agent's account, deposit or cause to be deposited, all remittances related to Receivables into a Depository Account subject to a Deposit Account Control Account.

(e) Notification of Assignment of Receivables. At any time following the occurrence and during the continuation of a Default or an Event of Default, Agent shall have the right to send notice of the assignment of, and Agent's security interest in and Lien on, the Receivables to any and all Customers or any third party holding or otherwise concerned with any of the Collateral. Thereafter, Agent shall have the sole right to collect the Receivables, take possession of the Collateral, or both. Agent's actual collection expenses, including, but not limited to, stationery and postage, telephone and telegraph, secretarial and clerical expenses and the salaries of any collection personnel used for collection, may be charged to Borrowers' Account and added to the Obligations.

(f) Power of Agent to Act on Loan Parties' Behalf. Upon the occurrence and during the continuation of an Event of Default, Agent shall have the right to receive, endorse, assign and/or deliver in the name of Agent or any Loan Party any and all checks, drafts and other instruments for the payment of money relating to the Receivables, and each Loan Party hereby waives notice of presentment, protest and non-payment of any instrument so endorsed. Each Loan Party hereby constitutes Agent or Agent's designee as such Loan Party's attorney with power to send verifications of Receivables to any Customer and, upon the occurrence and during the continuation of an Event of Default, (i) to endorse such Loan Party's name upon any notes, acceptances, checks, drafts, money orders or other evidences of payment or Collateral; (ii) to sign such Loan Party's name on any invoice or bill of lading relating to any of the Receivables, drafts against Customers, assignments and verifications of Receivables; (iii) to sign such Loan Party's name on all financing statements or any other documents or instruments deemed necessary or appropriate by Agent to preserve, protect, or perfect Agent's interest in the Collateral and to file same; (iv) to demand payment of the Receivables; (v) to enforce payment of the Receivables by legal proceedings or otherwise; (vi) to exercise all of such Loan Party's rights and remedies with respect to the collection of the Receivables and any other Collateral; (vii) to settle, adjust, compromise, extend or renew the Receivables; (viii) to settle, adjust or compromise any legal proceedings brought to collect Receivables; (ix) to prepare, file and sign such Loan Party's name on a proof of claim in bankruptcy or similar document against any Customer; (x) to prepare, file and sign such Loan Party's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Receivables; and (xi) to do all other acts and things necessary to carry out this Agreement in accordance with and as permitted pursuant to this Agreement. All acts of said attorney or designee are hereby ratified and approved, and said attorney or designee shall not be liable for any acts of omission or commission nor for any error of judgment or mistake of fact or of law, unless done maliciously or with gross negligence (as determined by a court of competent jurisdiction in a final non-appealable judgment); this power being coupled with an interest is irrevocable while any of the Obligations remain unpaid. Agent shall have the right at any time, upon the occurrence and during the continuation of an Event of Default, to change the address for delivery of mail addressed to any Loan Party to such address as Agent may designate and to receive, open and dispose of all mail addressed to any Loan Party.

(g) No Liability. Neither Agent nor any Lender shall, under any circumstances or in any event whatsoever, have any liability for any error or omission or delay of any kind occurring in the settlement, collection or payment of any of the Receivables or any instrument received in payment thereof, or for any damage resulting therefrom. Upon the occurrence and during the continuation of an Event of Default, Agent may, without notice or consent from any Loan Party, sue upon or otherwise collect, extend the time of payment of, compromise or settle for cash, credit or upon any terms any of the Receivables or any other securities, instruments or insurance applicable thereto and/or release any obligor thereof. Agent is authorized and empowered upon the occurrence and during the continuation of an Event of Default to accept the return of the goods represented by any of the Receivables, without notice to or consent by any Loan Party, all without discharging or in any way affecting any Loan Party's liability hereunder.

(h) Establishment of Cash Dominion.

(i) Upon (1) the occurrence and during the continuation of an Event of Default or (2) the failure of Liquidity to exceed $12,500,000 for five (5) consecutive Business Days, Agent may elect to require that all collections of Receivables and other proceeds of Collateral be paid directly to Agent or paid to Agent pursuant to Deposit Account Control Agreements (such period of election, a "Cash Dominion Period"). Borrower shall be permitted to exit a Cash Dominion Period on the date that (1) Liquidity exceeds $12,500,000 for sixty (60) consecutive days and (2) no Event of Default then exists. During any Cash Dominion Period, all collections of Receivables and other proceeds of Collateral shall be applied first to the Revolving A Advances until the Revolving A Facility Usage has been reduced to zero, and thereafter to the Revolving B Advances.

(ii) All proceeds of Collateral shall be deposited by each Loan Party into (or Loan Parties will instruct customers to remit payments into) depository accounts ("Depository Accounts") at a financial institution (a "Control Account Bank") subject to a deposit account control agreement (each, a "Deposit Account Control Agreement") in form and substance satisfactory to Agent which will permit Agent, upon an Event of Default or during a Cash Dominion Period, to require each Control Account Bank to transfer such funds so deposited to Agent, either to any account maintained by Agent at said Control Account Bank or by wire transfer to appropriate account(s) of Agent and Agent shall apply all such funds received by it from any and all Depository Accounts to the Revolving Advances. During a Cash Dominion Period, all funds deposited in such Depository Accounts shall immediately become the property of Agent and the applicable Loan Party shall obtain the agreement by such Control Account Bank to waive any offset rights against the funds so deposited. Neither Agent nor any Lender assumes any responsibility for such controlled account arrangement, including any claim of accord and satisfaction or release with respect to deposits accepted by any Controlled Account Bank thereunder. All deposit accounts and investment accounts of the Loan Parties are set forth on Schedule 4.15(h). Within ninety (90) days following the Closing Date, Borrowers will establish and maintain their primary treasury management with PNC.

(i) Adjustments. No Loan Party shall compromise or adjust any Receivables (or extend the time for payment thereof) or accept any returns of merchandise or grant any additional discounts, allowances or credits thereon which, in any case, involves an annual aggregate amount for all Receivables of all Loan Parties in excess of Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00) without prior written notice to Agent, except for those compromises, adjustments, returns, discounts, credits and allowances as have been heretofore customary in the business of such Loan Party.

4.16 Inventory.

To the extent Inventory held for sale or lease has been produced by any Loan Party, it has been and will be produced by such Loan Party in accordance with the Federal Fair Labor Standards Act of 1938.

4.17 Maintenance of Equipment.

The Equipment 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 of the Equipment shall be reasonably maintained and preserved. No Loan Party shall use or operate the Equipment in violation of any Applicable Laws unless such violation could not reasonably be expected to have a Material Adverse Effect.

4.18 Exculpation of Liability.

Nothing herein contained shall be construed to constitute Agent or any Lender as any Loan Party's agent for any purpose whatsoever, nor shall Agent or any Lender 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; provided, that the foregoing shall not be deemed to be a waiver by any Credit Party of any requirement under the Uniform Commercial Code to the extent it may not be waived by the Credit Parties, including such requirements in respect of exercising reasonable care in the custody and preservation of any Collateral under Section 9-607(c) of the Uniform Commercial Code. Neither Agent nor any Lender, whether by anything herein or in any assignment or otherwise, assume any of any Loan Party's obligations under any contract or agreement assigned to Agent or such Lender, and neither Agent nor any Lender shall be responsible in any way for the performance by any Loan Party of any of the terms and conditions thereof.

4.19 Financing Statements.

Except as respects the financing statements filed by Agent and the financing statements described on Schedule 4.19 no financing statement covering any of the Collateral or any proceeds thereof is on file in any public office.

V. REPRESENTATIONS AND WARRANTIES.

In order to induce the Agent and Lenders to enter into this Agreement and to make the Advances and other extensions of credit as provided herein, each Loan Party makes the following representations and warranties:

5.1 Organization Status.

Each of the Loan Parties and each of their Subsidiaries (a) is a duly organized and validly existing entity in good standing (or existing, as applicable) under the laws of the jurisdiction of its organization and (b) is, to the extent such concepts are applicable under the laws of the relevant jurisdiction, duly qualified and is authorized to do business and is in good standing in each jurisdiction where the ownership, leasing or operation of its property or the conduct of its business requires such qualifications except in the case of clauses (a) (other than with respect to the Borrowers) and (b) for failures to be so qualified or authorized or have such power which, either individually or in the aggregate, could not reasonably be expected to be adverse to the Lenders in any material respect. The Subsidiaries of each Loan Party are listed on Schedule 5.13.

5.2 Power, Authority and Enforceability.

Each Loan Party has the requisite power and authority to execute, deliver and perform the terms and provisions of each of the Loan Documents to which it is party and has taken all necessary actions to authorize the execution, delivery and performance by it of each such Loan Document. Each Loan Party has duly executed and delivered each of the Loan Documents to which it is party, each of such Loan Documents constitutes its legal, valid and binding obligation, enforceable in accordance with its terms, except to the effect of Applicable Laws of foreign jurisdictions as they relate to pledges of Equity Interests in Foreign Subsidiaries and Intercompany Debt owed by Foreign Subsidiaries.

5.3 No Violation.

Neither the execution, delivery or performance by any Loan Party of each of the Loan Documents to which it is a party, nor compliance by it with the terms and provisions thereof, (a) will contravene any provision of any material law, statute, rule or regulation or any order, writ, injunction or decree of any court or Governmental Body, except in the case of any contraventions that would not reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect, (b) will conflict with, or result in any breach of, any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Lien (except pursuant to the Loan Documents or Permitted Liens) upon any of the property or assets of any Loan Party pursuant to the terms of (i) the Junior Lien Documents or (ii) any indenture, mortgage, deed of trust, credit agreement or loan agreement, or any other material agreement, contract or instrument, in each case to which any Loan Party or any Subsidiary is a party or by which it or any its property or assets is bound or to which it may be subject, except for any such contravention, breach, default, conflict or Lien that would not reasonably be expected, either individually or in the aggregate, to be adverse to the Lenders in any material respect, or (c) will violate any provision of the certificate or articles of incorporation, certificate of formation, limited liability company agreement or by-laws (or equivalent organizational documents), as applicable, of any Loan Party or any Subsidiary.

5.4 Approvals.

No Necessary Consent is required to be obtained or made by, or on behalf of, any Loan Party to authorize, or is required to be obtained or made by, or on behalf of, any Loan Party in connection with, (i) the execution, delivery and performance of any Loan Document or (ii) the legality, validity, binding effect or enforceability of any such Loan Document.

5.5 Financial Statements; Solvency.

(a) (i) The audited consolidated balance sheets and related statements of income and cash flows of Castle and its Subsidiaries as of and for the fiscal years ended December 31, 2015 and 2016, furnished to the Agent and the Lenders on or prior to the Closing Date, present fairly in all material respects the consolidated financial position of Castle and its Subsidiaries as of such dates and for such periods and (ii) the unaudited consolidated balance sheets and related statements of income and cash flows of Castle and its Subsidiaries as of and

for the fiscal quarter ended March 31, 2017 furnished to the Agent and the Lenders prior to the Closing Date, present fairly in all material respects the consolidated financial condition of Castle and its Subsidiaries as of such dates and for such periods, subject to normal year-end adjustments and the absence of footnotes. All such financial statements (the "Financial Statements") have been prepared in accordance with GAAP consistently applied except to the extent provided in the notes to said financial statements and subject, in the case of the unaudited financial statements, to normal year-end audit adjustments and the absence of footnotes.

(b) All financial statements delivered pursuant to Sections 9.7, 9.8, and 9.9, if any, have been prepared in accordance with GAAP (except as otherwise provided in Sections 9.7, 9.8, and 9.9)) and present fairly in all material respects the consolidated financial position of the Loan Parties as of the dates and for the periods to which they relate.

(c) The Projections were prepared in good faith by an Authorized Officer of the Loan Parties and based upon assumptions which were reasonable in light of the conditions at the time of delivery thereof and reflect the Loan Parties' reasonable estimate of its future financial performance for such period, it being recognized by the Agent and the Lenders, however, that Projections are subject to significant uncertainties and contingencies, which may be beyond the Loan Parties' control and projections as to future events are not to be viewed as facts or as a guarantee of performance or achievement of any particular results and that the actual results during the period or periods covered by the Projections may differ from the projected results included in such Projections and such differences may be material.

(d) After giving effect to the Transactions, (i) the Credit Parties taken as a whole are solvent, able to pay their debts as they mature, have capital sufficient to carry on their business and all businesses in which they are about to engage, (ii) as of the Closing Date, the fair present saleable value of the assets of the Credit Parties taken as a whole (calculated on a going concern basis) is in excess of the amount of their liabilities, and (iii) subsequent to the Closing Date, the fair saleable value of the assets of the Credit Parties taken as a whole (calculated on a going concern basis) will be in excess of the amount of their liabilities.

5.6 Litigation.

Other than the Cases, there are no actions, suits or proceedings pending or, to the knowledge of any Loan Party, threatened (a) with respect to the Loan Documents or (b) that have a reasonable likelihood of adverse determination, and, if adversely determined, have had, or could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

5.7 True and Complete Disclosure.

All information (when furnished and taken as a whole) furnished by or on behalf of the Loan Parties in writing to the Agent or any Lender (including, without limitation, all information contained in the Loan Documents but excluding information of a general economic or industry nature) for purposes of, or in connection with this Agreement, the other Loan Documents or any transaction contemplated herein or therein is, and all other such information as supplemented (when furnished and taken as a whole) hereafter furnished by or on behalf of a

Loan Party or any Subsidiary in writing to the Agent or any Lender will be, true and accurate in all material respects on the date on which such information is furnished and not incomplete by omitting to state any fact necessary to make such information (when furnished and taken as a whole) not materially misleading at such time in light of the circumstances under which such information was provided; provided that for purposes of this Section 5.7, to the extent any such information constitutes Projections, any *pro forma* financial information, other forward-looking information such representation shall be only that such information was prepared in good faith based on assumptions believed by Borrowers to be reasonable at the time such information was furnished.

5.8 Margin Regulations.

No part of any Advance (or the proceeds thereof) will be used to purchase or carry any Margin Stock or to extend credit for the purpose of purchasing or carrying any Margin Stock. Neither the making of any Advance nor the use of the proceeds thereof will violate the provisions of Regulation T, U or X of the Board of Governors of the Federal Reserve System.

5.9 Tax Returns and Payments.

Each Loan Party's federal tax identification number is set forth on Schedule 5.9. Each Loan Party has timely filed or caused to be timely filed (or filed for extension) with the appropriate taxing authority all federal and other returns, statements, forms and reports for Taxes (the "Returns") required to be filed by, or with respect to the income, properties or operations of such Person, except where the failure to timely file or cause to be timely filed such Returns would not reasonably be expected to result in a Material Adverse Effect. The Returns accurately reflect all liability for Taxes of such Person for the periods covered thereby, except where the failure to accurately reflect a liability for Taxes would not reasonably be expected to result in a Material Adverse Effect. Each Loan Party has paid all Taxes payable by it which have become due, other than (a) those that are being contested in good faith and adequately disclosed and fully provided for on the financial statements of such Person in accordance with GAAP or (b) those the failure to pay would not reasonably be expected to result in a Material Adverse Effect.

5.10 Compliance with ERISA.

Schedule 5.10 sets forth each Plan as of the Closing Date. Each Plan is in compliance in form and operation with its terms and with ERISA and the Code (including without limitation the Code provisions compliance with which is necessary for any intended favorable tax treatment) and all other Applicable Laws, except where any failure to comply would not reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected to have a Material Adverse Effect, each Plan (and each related trust, if any) that is intended to be qualified under Section 401(a) of the Code has received a current favorable determination letter from the IRS to the effect that it meets the requirements of Sections 401(a) and 501(a) of the Code or is comprised of a master or prototype plan that has received a favorable opinion letter from the IRS, and to the knowledge of the Loan Parties or any Subsidiary, nothing has

occurred since the date of such determination or opinion that would reasonably be expected to result in revocation of such determination (or, in the case of a Plan with no determination, to the knowledge of any Loan Party or any Subsidiary, nothing has occurred that would reasonably be expected to materially adversely affect the issuance of a favorable determination letter). No ERISA Event has occurred other than as would not, individually or in the aggregate, have a Material Adverse Effect.

(a) There exists no Unfunded Pension Liability with respect to any Plan that would have a Material Adverse Effect.

(b) Except as listed on Schedule 5.10, no Loan Party or any Subsidiary nor any of their respective ERISA Affiliates have incurred a complete or partial withdrawal from any Multiemployer Plan as to which any Loan Party or any Subsidiary has any unsatisfied liability that could reasonably be expected to result in a Material Adverse Effect, and, if any Loan Party, any of the Subsidiaries and each ERISA Affiliate were to withdraw in a complete withdrawal as of the date this assurance is given or deemed given, the aggregate withdrawal liability that would be incurred would not reasonably be expected to result in a Material Adverse Effect.

(c) There are no actions, suits or claims pending against or involving a Plan (other than routine claims for benefits) or, to the knowledge of any Loan Party or any of the Subsidiaries, threatened, that would reasonably be expected to be asserted successfully against any Plan and, if so asserted successfully, would reasonably be expected either singly or in the aggregate to have a Material Adverse Effect.

(d) No Lien imposed under the Code or ERISA on the assets of the Loan Parties or any Subsidiary exists or is reasonably expected to arise on account of any Plan.

(e) Except as would not individually or in the aggregate, have a Material Adverse Effect, (i) each Foreign Pension Plan has been maintained in compliance with its terms and with the requirements of any and all Applicable Laws and has been maintained, where required, in good standing with applicable regulatory authorities, (ii) all contributions required to be made with respect to a Foreign Pension Plan have been timely made, (iii) neither any Borrower nor any of the Subsidiaries has incurred any obligation in connection with the termination of, or withdrawal from, any Foreign Pension Plan and (iv) the present value of the accrued benefit liabilities (whether or not vested) under each Foreign Pension Plan, determined as of the end of Castle's most recently ended fiscal year on the basis of actuarial assumptions, each of which is reasonable, did not exceed the current value of the assets of such Foreign Pension Plan allocable to such benefit liabilities.

(f) The Canadian Loan Parties are in compliance with the requirements of the Pension Benefits Act (Ontario) (“PBA”) and other federal or provincial laws with respect to each (i) Canadian Pension Plan, except where the failure to comply would not reasonably be expected to have a Material Adverse Effect, and (ii) Canadian Defined Benefit Plan. No fact or situation that may reasonably be expected to result in a Material Adverse Effect exists in connection with any Canadian Pension or Canadian Defined Benefit Plan. No Canadian Pension Termination Event has occurred. No Canadian Loan Party has, or has had in the last 5 years, a Canadian Defined Benefit Plan. The Financial Services Commission of Ontario ("FSCO") has not issued any default or other breach notices in respect of any Canadian Defined Benefit Plan. No lien has arisen, choate or inchoate, in respect of any Canadian Guarantor or their Subsidiaries or their

property in connection with any Canadian Pension Plan (save for contribution amounts not yet due).

5.11 Perfected Liens and Property Rights.

(a) The Agent's Liens (for the benefit of the Lenders) shall be legal, valid and enforceable and be subject only to Permitted Liens that have priority as a matter of Applicable Law. No authorization, approval or other action by, and no notice to or filing with, any Governmental Authority is required for either (x) the pledge or grant by Borrowers or any Guarantor of the Liens purported to be created in favor of Agent pursuant to this Agreement or any of the Other Documents or (y) the exercise by Agent of any rights or remedies in respect of any Collateral (whether specifically granted or created pursuant to this Agreement, any of the Other Documents or created or provided for by Applicable Laws), except as may be required in connection with the disposition of any pledged Collateral by laws generally affecting the offering and sales of securities, and except for the notices, filings and powers of attorney required under the Mexican Security Documents.

5.12 Properties.

All real property owned or leased by the Loan Parties as of the Closing Date, and the nature of the interest therein, is correctly set forth on Schedule 5.12. The applicable Loan Party has good and marketable title to all real properties owned by it, free and clear of all Liens, other than Permitted Liens. Each Loan Party has a valid leasehold interest in the real properties leased by it free and clear of all Liens other than Permitted Liens. Each Loan Party has materially complied with all obligations under all leases of real property to which it is a party and enjoys peaceful and undisturbed possession under all such leases.

5.13 Subsidiaries.

On and as of the Closing Date, the Loan Parties had no Subsidiaries other than those Subsidiaries listed on Schedule 5.13. Schedule 5.13 sets forth, as of the Closing Date, the percentage ownership (direct and indirect) of each such Person in each class of capital stock or other Equity Interests of the Loan Parties (other than Castle) and each of the Subsidiaries and also identifies the direct owner thereof. All outstanding shares of Equity Interests of the Loan Parties and each Subsidiary have been duly and validly issued, are fully paid and non-assessable (to the extent applicable). As of the Closing Date, no Loan Party or any Subsidiary has outstanding any securities convertible into or exchangeable for its or any other Person's Equity Interests or outstanding any right to subscribe for or to purchase, or any options or warrants for the purchase of, or any agreement providing for the issuance (contingent or otherwise) of or any calls, commitments or claims of any character relating to its or any other Person's Equity Interests or any stock appreciation or similar rights except as disclosed on Schedule 5.13.

5.14 Compliance with Statutes, etc.

Each Loan Party and each of the Subsidiaries is in compliance with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all Governmental Bodies in respect of the conduct of its business and the ownership of its property except such

non-compliances as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.15 Investment Company Act.

No Loan Party nor any Subsidiary is required to be registered as an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

5.16 Environmental Matters.

Except as set forth on Schedule 5.16, (a) each Loan Party and each of their respective Subsidiaries is and has been in compliance in all material respects with all applicable Environmental Laws and has obtained and is materially in compliance with the terms of any permits required under such Environmental Laws; (b) there are no Environmental Claims pending or to the knowledge of any Loan Party, threatened, against any Loan Party or any of their Subsidiaries that could reasonably be expected to result in liabilities in excess of $2,000,000; (c) no Lien, other than a Permitted Lien, has been recorded or to the knowledge of any Loan Party, threatened under any Environmental Law with respect to any real property owned by any Loan Party or any of their Subsidiaries that could reasonably be expected to result in liabilities in excess of $500,000; (d) no Loan Party or any of their Subsidiaries has become subject to any Environmental Liability and no Loan Party is currently liable under any contractual obligation to assume or accept responsibility for any Environmental Liability of any other Person that could reasonably be expected to result in liabilities in excess of 2,000,000; (e) no Person with an indemnity or contribution obligation to any Loan Party or any of their Subsidiaries relating to compliance with or liability under Environmental Law is materially in default with respect to such obligation; and (f) there are no facts, circumstances, conditions or occurrences with respect to the past or present business or operations of the Loan Parties that could reasonably be expected to give rise to any Environmental Claim against the Loan Parties or any of their Subsidiaries or any Environmental Liability of a Loan Party or any of their Subsidiaries that could reasonably be expected to result in liabilities in excess of $2,000,000. For purposes of this Section 5.16, the terms "Loan Party" and "Subsidiary" shall include any business or business entity which is, in whole or in part, a predecessor of a Loan Party or any of their Subsidiaries.

5.17 Employment and Labor Relations.

No Loan Party or any Subsidiary is engaged in any unfair labor practice that could reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect. There is (a) no unfair labor practice complaint pending against any Loan Party or any Subsidiary or, to the knowledge of the Loan Parties, threatened in writing against any of them before the National Labor Relations Board, and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement is pending against any Loan Party or any of the Subsidiaries or, to the knowledge of the Loan Parties, threatened in writing against any of them, (b) no strike, labor dispute, slowdown or stoppage pending against the Loan Parties or any of the Subsidiaries or, to the knowledge of the Loan Parties , threatened against any of them, (c) to the knowledge of the Loan Parties , no question concerning union representation with respect to the employees of the Loan Parties , (d) no equal employment opportunity charge or other

claim of employment discrimination pending or, to the knowledge of the Loan Parties , threatened in writing against any of them and (e) to the knowledge of the Loan Parties , no wage and hour department investigation has been made of the Loan Parties , except (with respect to any matter specified in clauses (a) – (e) above, either individually or in the aggregate) as could not reasonably be expected to have a Material Adverse Effect.

5.18 Intellectual Property, Etc.

Each of the Loan Parties and each of the Subsidiaries owns or has the right to use all of the Intellectual Property, permits, domain names, trade dress, licenses, inventions, proprietary information and know-how of any type, whether or not written (including, but not limited to, rights in computer programs and databases), formulas, and other intellectual property rights (collectively, "IP Rights"), that are used or held for use in or otherwise required to operate their respective businesses, without any known conflict with the rights of others which, or the failure to own or have which, as the case may be, could reasonably be expected, either individually or in the aggregate, to have a Material Adverse Effect.

5.19 Insurance.

Schedule 5.19 sets forth a true, complete and correct description of all insurance policies maintained by the Loan Parties as of the Closing Date. Each such insurance policy is in full force and effect and all premiums have been duly paid. The Loan Parties and Subsidiaries have insurance in such amounts and covering such risks and liabilities as are in accordance with normal industry practice.

5.20 Survival of Representations and Warranties.

All representations and warranties of each Loan Party contained in Article V of this Agreement and the Other Documents shall be true and correct in all material respects at the time of such Loan Party's execution of this Agreement and the Other Documents except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall have been true and correct in all material respects as of such earlier date, and shall survive the execution, delivery and acceptance thereof by the parties thereto and the closing of the transactions described therein or related thereto.

5.21 Entity Names.

No Loan Party has been known by any other corporate name in the past five years and no Loan Party sells Inventory under any other name except as set forth on Schedule 5.21, nor has any Loan Party been the surviving company of a merger or consolidation or acquired all or substantially all of the assets of any Person during the preceding five (5) years.

5.22 Swaps.

No Loan Party is a party to, nor will it be a party to, any swap agreement whereby such Loan Party has agreed or will agree to swap interest rates or currencies unless same provides that damages upon termination following an event of default thereunder are payable on an unlimited "two-way basis" without regard to fault on the part of either party.

5.23 Junior Lien Debt.

The Agent has received complete copies of the Junior Lien Documents including all exhibits, schedules and disclosure letters referred to therein or delivered pursuant thereto, if any, and all amendments thereto, waivers relating thereto and other side letters or agreements affecting the terms thereof. None of such documents and agreements has been amended or supplemented, nor have any of the provisions thereof been waived, except pursuant to a written agreement or instrument which has heretofore been delivered to the Agent.

5.24 Flood Insurance.

All Real Property owned by the Loan Parties is insured pursuant to policies and other bonds which are valid and in full force and effect and which provide adequate coverage from reputable and financially sound insurers in amounts sufficient to insure the assets and risks of each such Loan Party in accordance with prudent business practice in the industry of such Loan Party. Each Loan Party has taken all actions required under the Flood Laws (if applicable) and/or requested by Agent to assist in ensuring that each Lender is in compliance with the Flood Laws applicable to the Collateral, including, but not limited to, providing Agent with the address and/or GPS coordinates of each structure located upon any Real Property that will be subject to a Mortgage in favor of Agent, for the benefit of Lenders, and, to the extent required, obtaining flood insurance for such property, structures and contents prior to such property, structures and contents becoming Collateral.

5.25 Confirmed Plan.

The Confirmed Plan has been confirmed by an order that is in full force and effect, is not subject to a pending appeal or motion for leave to appeal or other proceeding to set aside such order and has not been reversed, modified, amended, stayed or vacated absent the written consent of Agent.

5.26 Commercial Tort Claims. No Loan Party has any commercial tort claims except as set forth on Schedule 5.26 hereto.

5.27 Material Contracts. Schedule 5.27 sets forth all Material Contracts of the Loan Parties. All Material Contracts are in full force and effect and no material defaults currently exist thereunder.

5.28 Certificate of Beneficial Ownership/Controlling Party. The Certificate of Beneficial Ownership/Controlling Party executed and delivered to Agent for each Borrower on or prior to the First Amendment Effective Date, as updated from time to time in accordance with this Agreement, is accurate, complete and correct as of the date hereof and as of the date any such update is delivered. The Borrower acknowledges and agrees that the Certificate of Beneficial Ownership/Controlling Party is one of the Other Documents.

VI. AFFIRMATIVE COVENANTS.

Each of the Loan Parties hereby covenants and agrees that, until payment in full of the Obligations and termination of this Agreement:

6.1 Information Covenants.

Borrowers will furnish to the Agent each of the items required to be delivered pursuant to Section 9 hereof.

6.2 Fixed Charge Coverage Ratio.

During any Covenant Testing Period, Borrowers will cause to be maintained, as of each Fixed Charge Coverage Test Date, a Fixed Charge Coverage Ratio as of the twelve (12) month period then ended of not less than 1.0 to 1.0; *provided* that for any testing of the Fixed Charge Coverage Ratio for any period ending on or prior to December 31, 2017, such test shall be for the period commencing on January 1, 2017 and ending on the last day of the applicable month.

6.3 Reserved.

6.4 Existence.

The Loan Parties will, and will cause each of the Subsidiaries to, do or cause to be done, all things necessary, to preserve and keep in full force and effect its existence and its rights, permits, and IP Rights; provided, however, that nothing in this Section 6.4 shall be construed to prohibit, prevent or restrict (a) sales of assets, dispositions and other transactions by the Loan Parties or any of the Subsidiaries in accordance with the terms herein, (b) the withdrawal by any of the Loan Parties or any of the Subsidiaries of its qualification as a foreign company in any jurisdiction or failure to otherwise preserve or keep in full force and effect its existence or rights, permits, or IP Rights, if such withdrawal or failure could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or (c) the expiration of copyrights or patents at the end of their statutory term.

6.5 Compliance with Statutes, etc.

The Loan Parties will, and will cause each of the Subsidiaries to, comply with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all Governmental Bodies in respect of the conduct of their respective businesses and the ownership of their respective properties (including applicable statutes, regulations, orders and restrictions relating to environmental standards and controls, anti-corruption, sanctions and anti-money laundering), except for such instances of non-compliance as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.6 Compliance with Environmental Laws.

The Loan Parties will, and will cause each of the Subsidiaries to, comply with all Environmental Laws and permits applicable to, or required by, the ownership, lease or use of any real property now or hereafter owned, leased or operated by any Loan Party or any of the Subsidiaries, except for such instances of noncompliances as could not, either individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, will promptly pay or cause to be paid all costs and expenses incurred in connection with such compliance or to conduct any response or remedial action in accordance with Environmental Laws, and will keep or cause to be kept all such real property free and clear of any Liens (other than Permitted Liens) imposed pursuant to such Environmental Laws except for Liens imposed on leased real property

resulting from the acts or omissions of the owner of such leased real property or of other tenants of such leased real property who are not within the control of any of Loan Party or the Subsidiaries.

6.7 Business.

The Borrowers will only, and will only permit the other Loan Parties to, engage directly or indirectly in the businesses engaged in by Borrowers and the other Loan Parties as of the Closing Date and reasonable extensions thereof and businesses ancillary, corollary, synergistic or complementary thereto.

6.8 Payment of Taxes and Other Obligations.

(a) The Loan Parties will pay and discharge, and will cause each of the Subsidiaries to pay and discharge, all Taxes imposed upon it or upon its income or profits or upon any properties belonging to it, prior to the date on which penalties attach thereto; provided that none of the Loan Parties or any of the Subsidiaries shall be required to pay any such Tax which (i) is being contested in good faith and by proper proceedings if it has maintained adequate reserves with respect thereto in accordance with GAAP or (ii) the failure to pay could not reasonably be expected to have a Material Adverse Effect.

(b) Borrowers will pay and discharge, and will cause each of the other Loan Parties to pay and discharge, all Indebtedness and other obligations promptly and in accordance with their terms before the same shall become delinquent or in default, as well as all lawful claims for labor, materials and supplies or otherwise that, if unpaid, might give rise to a Lien upon such properties or any part thereof; provided that such payment and discharge shall not be required so long as the failure to pay could not reasonable be expected to have a Material Adverse Effect.

6.9 Employee Benefits.

(a) Except as would not reasonably be expected to have a Material Adverse Effect, the Loan Parties and each Subsidiary will comply in all respects with the provisions of ERISA and the Code applicable to employee benefit plans as defined in Section 3(3) of ERISA and the laws applicable to any Foreign Pension Plan. The Loan Parties and any Subsidiary will furnish to Agent as soon as possible after, and in any event within ten (10) days after any Authorized Officer of any Loan Party or any Subsidiary knows or has reason to know that, any ERISA Event has occurred or is reasonably expected to occur that, alone or together with any other ERISA Event that has occurred or is reasonably expected to occur that has resulted or would reasonably be expected to result in a liability of the Loan Parties, any Subsidiary or any ERISA Affiliate in excess of the Threshold Amount, a statement of a Financial Officer of Castle setting forth details as to such ERISA Event and the action, if any, that Loan Parties propose to take with respect thereto. Each Loan Party shall promptly and in any event within thirty (30) days after a request by Agent, furnish to Agent copies of each Schedule SB (Actuarial Information) to the Annual Report (Form 5500 Series) with respect to each Plan sponsored by any Loan Party, any Subsidiary or any of their respective ERISA Affiliates.

(b) The Canadian Loan Parties shall cause each of its Canadian Benefit Plans and Canadian Pension Plans to be duly qualified and administered in all respects in compliance with, as applicable, the PBA and all applicable laws (including regulations, orders and directives), and the terms of the such plans and any agreements relating thereto. The Canadian Loan Parties shall ensure that, except where failure to do so would not reasonably be expected to have a Material Adverse Effect, (a) each of them does not engage in a prohibited transaction or violation of the fiduciary responsibility rules with respect to any Canadian Pension Plan that could reasonably be expected to result in liability, and (b) each of them as a Canadian Pension Plan sponsor or otherwise, shall not, nor shall they permit, the wind up and/or termination of any Canadian Pension Plan. None of the Canadian Loan Parties shall, without the consent of the Administrative Agent, maintain, administer, contribute or have any liability in respect of any Canadian Defined Benefit Plan or acquire an interest in any Person if such Person sponsors, maintains, administers or contributes to, or has any liability in respect of any Canadian Defined Benefit Plan.

6.10 Additional Subsidiaries. Within thirty (30) days after the acquisition or formation of any Subsidiary (including any resulting company formed by virtue of any statutory division of any Loan Party or any Subsidiary of a Loan Party) (or such longer period as may be agreed to in writing by the Agent):

(a) notify the Agent thereof in writing, together with the (i) jurisdiction of formation, (ii) number of shares of each class of Equity Interests outstanding, (iii) number and percentage of outstanding shares of each class owned (directly or indirectly) by the Borrower or any Subsidiary, (iv) number and effect, if exercised, of all outstanding options, warrants, rights of conversion or purchase and all other similar rights with respect thereto and (v) whether such Subsidiary is an Excluded Subsidiary; and

(b) if such Subsidiary is a Subsidiary organized in the United States, Canada or Mexico, cause such Person to (i) become a Guarantor by executing and delivering to the Agent a joinder agreement to the Guaranty or such other documents as the Administrative Agent shall deem appropriate for such purpose, including the documents and instruments described in Section 8.3 applicable to such new Subsidiary, and (ii) upon the request of the Administrative Agent in its Permitted Discretion, deliver to the Agent such organization documents, resolutions and favorable opinions of counsel, all in form, content and scope reasonably satisfactory to the Agent.

6.11 Further Assurances.

(a) The Loan Parties will, at the expense of Borrowers, make, execute, endorse, acknowledge, authorize, file and/or deliver to the Agent from time to time such vouchers, invoices, schedules, confirmatory collateral assignments, conveyances, financing statements, transfer endorsements, powers of attorney, certificates, real property surveys, reports, assignments, and other documents, assurances or instruments and take such further steps relating to the Collateral covered by this Agreement or any of the Other Documents as the Agent may reasonably require.

(b) Borrowers agree that each action required by clause (a) of this Section 6.11 shall be completed within thirty (30) days after such action is requested to be taken by the Agent or the Required Lenders (as such time may be extended by the Agent in its Permitted Discretion).

(c) If, following the Closing Date, any Subsidiary is acquired or organized (including by virtue of any statutory division of any Loan Party or any Subsidiary of a Loan Party) or any Subsidiary ceases to be an Excluded Subsidiary, Borrowers shall promptly (and in any event within thirty (30) days (or such longer period as the Agent shall agree in its Permitted Discretion) of such event or, where applicable, following such request) (i) notify the Agent thereof, (ii) cause such Subsidiary (other than any Excluded Subsidiary) to become a Loan Party by executing a Joinder to this Agreement and any applicable Other Documents (including a supplement thereto in the form specified therein or a Guaranty), (iii) cause all outstanding Equity Interests in such Subsidiary owned by or on behalf of any Loan Party to be pledged pursuant to Article IV of this Agreement (subject to the limitations set forth herein) and deliver to the Agent all certificates or other instruments representing such Equity Interests, together with stock powers or other instruments of transfer with respect thereto endorsed in blank, (iv) cause all documents and instruments, including Uniform Commercial Code financing statements and Mortgages (subject to Section 6.11(d)), required by law or reasonably requested by Agent to be filed, registered or recorded to create the Liens intended to be created by this Agreement and the Other Documents and perfect or record such Liens to the extent, and with the priority, required by this Agreement and the Other Documents, to be filed, registered or recorded or delivered to Agent for filing, registration or recording, (v) cause each Loan Party to take all other action required by law, under this Agreement and the Other Documents or reasonably requested by Agent to perfect, register and/or record the Liens granted by it thereunder to the extent perfection is required hereunder and (vi) cause to be delivered to the Lenders all such instruments and documents (including legal opinions, title insurance policies and lien searches) as Agent shall reasonably request to evidence compliance with this Section 6.11(c).

(d) Notwithstanding anything contained herein to the contrary, should Agent's or any Lender's internal regulatory or compliance requirements require the completion of flood due diligence and/or obtaining evidence of applicable flood insurance with respect to any real property or leasehold interest, then until completion of such flood due diligence, no mortgages shall be required to be filed with respect to any property.

(e) If any notice, agreement or document is delivered (or required to be delivered) by any Loan Party to Agent pursuant to Article IV to notify Agent of the acquisition of additional Collateral, Borrowers shall promptly (and in any event within fifteen (15) days of the date of such notice, agreement or document (or within fifteen (15) days of the date giving rise to the obligation to deliver such notice, agreement or document) notify Agent thereof, and, if reasonably requested by Agent to be filed, registered or recorded to create the Liens intended to be created by this Agreement and the Other Documents and perfect or record such Liens to the extent, and with the priority, required by this Agreement and the Other Documents, to be filed, registered or recorded or delivered to Agent for filing, registration or recording.

6.12 Unfinanced Capital Expenditures. Borrowers will not allow the aggregate amount of Unfinanced Capital Expenditures of the Loan Parties to exceed $10,000,000 for calendar years 2018 and 2019, and $12,500,000 for any calendar years thereafter.

6.13 Payment of Fees.

Borrowers will pay to Agent on demand all usual and customary fees and expenses which Agent incurs in connection with (a) the forwarding of Advance proceeds and (b) the establishment and maintenance of any Cash Management Products and Services, if any. Agent may, without making demand, charge Borrowers' Account for all such fees and expenses.

6.14 Violations.

Borrowers will, and will cause each of their respective Subsidiaries to, promptly notify Agent in writing of any violation of any law, statute, regulation or ordinance of any Governmental Body, or of any agency thereof, applicable to any Loan Party which could reasonably be expected to have a Material Adverse Effect.

6.15 Standards of Financial Statements.

The Loan Parties will cause all financial statements referred to in Sections 9.7, 9.8, 9.9, 9.12, and 9.13 as to which GAAP is applicable to be complete and correct in all material respects (subject, in the case of interim financial statements, to normal year-end audit adjustments and the absence of footnotes) and to be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein (except as concurred in by such reporting accountants or officer, as the case may be, and disclosed therein), subject to applicable "fresh-start" accounting principles (or similar treatments).

6.16 Assignment of Export Related Letters of Credit.

Each of the Loan Parties shall collaterally assign all Letters of Credit issued for the benefit of such Loan Party from time to time and associated with export sales by such Loan Party, including rights to all proceeds thereunder, providing for any payments under any such Letters of Credit to be made directly to the Agent, if requested by the Agent in its Permitted Discretion, such assignments to be in form and substance satisfactory to the Agent.

6.17 Trade Letters of Credit.

Each trade letter of credit issued for the benefit of any Loan Party shall be processed for payment by the Agent or another Lender acceptable to the Agent in its absolute discretion.

6.18 International Trade Compliance.

The Loan Parties shall adhere to an internal compliance program to ensure continued compliance with Applicable Laws administered by the United States Treasury Department's Office of Foreign Asset Control ("OFAC") and the United States Department of Commerce's Bureau of Industry and Security (as any of the foregoing Applicable Laws,

including any regulations implemented pursuant to such laws, may from time to time be amended, renewed, extended or replaced). Such compliance program shall include using commercially reasonable efforts to add provisions to new customer contracts (i) notifying customers of the applicability of U.S. Export Laws, including those administered by OFAC, and (ii) prohibiting diversion, re-export or transfer by such customers of the Loan Parties' products in a manner inconsistent with the requirement of the sanctions programs administered by OFAC. Each Loan Party shall promptly deliver to the Agent such evidence as the Agent may reasonably request from time to time confirming such Loan Party's compliance with this Section 6.18.

6.19 Keepwell.

If a Loan Party is a Qualified ECP Loan Party, then such Loan Party, jointly and severally, together with each other Qualified ECP Loan Party, hereby absolutely unconditionally and irrevocably (a) guarantees the prompt payment and performance of all Swap Obligations owing by each Non-Qualifying Party (it being understood and agreed that this guarantee is a guaranty of payment and not of collection), and (b) undertakes to provide such funds or other support as may be needed from time to time by any Non-Qualifying Party to honor all of such Non-Qualifying Party's obligations under this Agreement or any Other Document in respect of Swap Obligations (provided, however, that each Qualified ECP Loan Party shall only be liable under this Section 6.19 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 6.19, or otherwise under this Agreement or any Other Document, voidable under Applicable Laws, including Applicable Laws relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Loan Party under this Section 6.19 shall remain in full force and effect until payment in full of the Obligations and termination of this Agreement and the Other Documents. Each Qualified ECP Loan Party intends that this Section 6.19 constitute, and this Section 6.19 shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support, or other agreement" for the benefit of each other Borrower and Guarantor for all purposes of Section 1a(18(A)(v)(II) of the CEA.

6.20 Post-Closing Covenants.

(a) At Agent's request at any time following the First Amendment Effective Date, Borrowers will deliver to Agent within sixty (60) days of such request, a Mortgage, along with all other Real Estate Collateral Requirements, all in form and substance acceptable to Agent, for the following locations:

(i) 11125 Metromont Parkway, Charlotte, NC 28269;

(ii) 299 Canal Road, Fairless, PA 19030;

(iii) 2602 Pinewood Drive, Grand Prairie, TX 75051; and

(iv) 520 Mercy Street, P.O. Box 213, Selkirk, Manitoba RIA 2B2.

(b) No later than sixty (60) days following the date hereof (or such later date as Agent may agree to in its sole discretion), Borrowers will use commercially reasonable efforts to deliver to Agent a Lien Waiver Agreement, in form and substance acceptable to Agent, for the

following locations (unless Borrowers have confirmed in writing to Agent that the value of Collateral at such location is less than $100,000):

(i) 1420 Kensington Road, Oak Brook, IL;

(ii) 14001 Orange Avenue, Paramount, CA;

(iii) 3635 Thatcher Ave., Saskatoon, SK S7R 1C4 Canada;

(iv) Fisher Park- 4400 Dixie Highway, Fairfield, OH;

(v) 4527 Columbia Ave., Hammond, IN;

(vi) 3050 South Hydraulic, Wichita, KS;

(vii) 1625 Tillie Lewis Drive, Stockton CA;

(viii) 136 Dwight Road, Office 19, Longmeadow, MA;

(ix) 4175 Royal Drive, Suite 600, Kennesaw, GA;

(x) 3800 Enterprise Drive, Janesville, WI;

(xi) 4770 North Belleview, Suite 207, Gladstone, MO;

(xii) 3908 Harper Ave., Fort Smith, AR; and

(xiii) 23 Midstate Drive, Suite 216, Auburn, MA 01501.

(c) No later than thirty (30) days following the date hereof (or such later date as Agent may agree to in its sole discretion), Borrowers will deliver to Agent a Deposit Account Control Agreement with respect to Castle Canada's collection accounts at Bank of America Canada Branch.

(d) No later than forty-five (45) days following the First Amendment Effective Date (or such later date as Agent may agree to in its sole discretion), Borrowers will deliver to Agent an amendment to the Mortgage with respect to the Mortgaged Property located in Bedford Heights, Ohio, together with a date down title endorsement in respect of title insurance for such Mortgaged Property, reflecting the transactions contemplated by the First Amendment and in form and substance reasonably satisfactory to Agent.

6.21 Certificate of Beneficial Ownership/Controlling Party and Other Additional Information.

Promptly after the reasonable request of Agent, provide to Agent: (i) confirmation of the accuracy of the information set forth in the most recent Certificate of Beneficial Ownership/Controlling Party provided to the Agent and Lenders; (ii) a new Certificate of Beneficial Ownership/Controlling Party, in form and substance acceptable to Agent and each Lenders, when the individual(s) to be identified as a Beneficial Owner have changed; and (iii)

such other information and documentation as may reasonably be requested by Agent or any Lender from time to time for purposes of compliance by Agent or such Lender with applicable laws (including without limitation the USA Patriot Act and other "know your customer" and anti-money laundering rules and regulations), and any policy or procedure implemented by Agent or such Lender to comply therewith. Notwithstanding anything to the contrary, Agent shall keep each Certificate of Beneficial Ownership/Controlling Party confidential in accordance with Agent's customary procedures for handling confidential information of this nature and in accordance with Section 16.15 of this Agreement; provided, however, that notwithstanding anything to the contrary, including without limitation Section 16.15 of this Agreement, Agent shall not disclose or share any Certificate of Beneficial Ownership/Controlling Party with any Lender, Participant, Transferee or prospective Transferees even if such Persons are bound by Section 16.15 of this Agreement.

6.22 Advisor.

At any time during the continuance of an Event of Default under Section 6.2, if requested by Agent, within ten (10) Business Days of Agent's request, Borrowers shall engage an advisor reasonably acceptable to Agent, pursuant to an engagement letter in form and substance reasonably acceptable to Agent (including the scope thereof) (such advisor, the "Borrower Advisor"). Borrowers (i) agree to fully cooperate with the Borrower Advisor, and (ii) will authorize the Borrower Advisor to provide to Agent such information and reports from time to time with respect to Loan Parties as Agent may reasonably request, including, without limitation, regarding Loan Parties' financial condition, business, assets and liabilities. All fees and expenses of the Borrower Advisor shall be solely the responsibility of the Borrowers, and in no event shall Agent or Lenders have any liability or responsibility for the payment of the Borrower Advisor's fees or expenses or other liability to the Borrowers, the Borrower Advisor or any other Person on account of or in connection with any services rendered by or any acts or omissions of the Borrower Advisor.

VII. NEGATIVE COVENANTS.

Each Borrower and each Subsidiary that is a Loan Party hereby covenants and agrees that, until satisfaction in full of the Obligations and termination of this Agreement:

7.1 Liens.

No Borrower will, and no Borrower will permit any of its Subsidiaries to, create, incur, assume or suffer to exist any Lien upon or with respect to any property of any Borrower or other Loan Party, whether now owned or hereafter acquired; provided that the provisions of this Section 7.1 shall not prevent the creation, incurrence, assumption or existence of the following (Liens described below are herein referred to as "Permitted Liens"):

(a) Liens for Taxes which are not overdue or which are being contested in good faith by appropriate proceedings, which proceedings have the effect of preventing the forfeiture or sale of the property or assets subject to any such Lien;

(b) warehousemen's, materialmen's and mechanics' liens and other similar Liens, in each case, arising in the Ordinary Course of Business and (i) which secure obligations

not overdue or (ii) which are being contested in good faith by appropriate proceedings, which proceedings have the effect of preventing the forfeiture or sale of the property or assets subject to any such Lien;

(c) Liens in existence on the Closing Date which are listed, and the property subject thereto described, on Schedule 7.1, plus renewals, replacements, refinancings, restructurings and extensions of such Liens; provided that (i) the aggregate principal amount of the Indebtedness (other than denoted as "Exempt Credit Card Obligations" on Schedule 7.1(c)), if any, secured by such Liens does not increase from the amount outstanding at the time of any such renewal, replacement, refinancing, restructuring, or extension, plus accrued and unpaid interest, fees, and expenses (including premium) incurred in connection with such renewal, replacement, or extension and an amount equal to any unutilized commitments in respect of such Indebtedness and (ii) any such renewal, replacement, refinancing, restructuring or extension does not encumber any additional assets or properties (other than the proceeds and products thereof and accessions thereto) of the Borrowers or any other Loan Party, unless such Lien is otherwise permitted under separate provisions of this Section 7.1;

(d) Liens securing the Obligations created pursuant to this Agreement and the Other Documents;

(e) (i) licenses, sublicenses, leases or subleases granted by any Borrower or any of the other Loan Parties to other Persons in the ordinary course of, and not materially interfering with the conduct of, the business of the Borrowers or any of the other Loan Parties, and (ii) any interest or title of a lessor, sublessor, licensor or sublicensor under any lease or license agreement permitted by this Agreement to which any Borrower or any of the other Loan Parties is a party;

(f) Liens upon the Mexican Financed Equipment or any other assets of any Borrower or any of the Loan Parties subject to Capitalized Lease Obligations to the extent such Capitalized Lease Obligations are set forth on Schedule 7.1 or Indebtedness permitted by Section 7.4(d); provided that (i) such Liens only serve to secure the payment of such Indebtedness and (ii) the Lien encumbering the asset securing such Indebtedness does not encumber any other asset of any Borrower or any of the Loan Parties;

(g) Liens placed upon equipment, machinery or other fixed assets acquired or constructed after the Closing Date and used in the ordinary course of business of the Borrowers or any of the other Loan Parties and placed at the time of the acquisition or construction thereof by the Borrowers or such Loan Party or within 270 days thereafter to secure Indebtedness incurred to pay all or a portion of the purchase price thereof or to secure Indebtedness incurred solely for the purpose of financing the acquisition or construction of any such equipment, machinery or other fixed assets or renewals, replacements, refinancings, restructurings or extensions of any of the foregoing for the same or a lesser amount; provided that (i) the Indebtedness secured by such Liens is permitted by Section 7.4(d) and (ii) in all events, the Lien encumbering the equipment, machinery or other fixed asset so acquired or constructed does not encumber any other asset of any Borrower or any of their Subsidiaries (other than the proceeds and products thereof and accessions thereto); provided further, that individual financings provided by one lender may be cross collateralized to other financings provided by such lender;

(h) Liens which may arise as a result of zoning, building codes, and other land use laws regulating the use or occupancy of real property or the activities conducted thereon which are imposed by any Governmental Body and which are not violated in any material way by the current use or occupancy of such real property, easements, rights-of-way, restrictions, encroachments, minor survey defects and other similar charges or encumbrances, minor title defects or irregularities affecting real property, in each case not securing Indebtedness and not materially interfering with the ordinary conduct of the business of the Borrowers and the other Loan Parties, taken as a whole;

(i) Liens arising from precautionary UCC or PPSA financing statement filings regarding operating leases entered into in the Ordinary Course of Business of the Borrowers and the other Loan Parties;

(j) attachment and judgment Liens in respect of decrees and judgments to the extent, and for so long as, such judgments and decrees do not, individually or in the aggregate constitute an Event of Default under Article X;

(k) statutory and common law landlords' liens under leases to which any Borrower or any of the Loan Parties is a party and which secure obligations not overdue;

(l) Liens (other than Liens imposed under ERISA) incurred in the Ordinary Course of Business of the Borrowers and the Loan Parties in connection with workers compensation claims, unemployment insurance and social security benefits and Liens on deposits securing the performance of bids, tenders, public utilities or private utilities, leases and contracts in the Ordinary Course of Business of the Borrowers and the Loan Parties, statutory obligations, surety or appeal bonds, performance bonds and other obligations of a like nature incurred in the Ordinary Course of Business (exclusive of obligations in respect of the payment for borrowed money);

(m) with respect to any Mortgaged Property, Permitted Encumbrances;

(n) Liens arising out of any conditional sale, title retention, consignment or other similar arrangements for the sale of goods entered into by any Borrower or any of the Loan Parties in the Ordinary Course of Business to the extent such Liens do not attach to any assets other than the goods subject to such arrangements;

(o) Liens incurred in the Ordinary Course of Business of the Borrowers and the Loan Parties (i) in connection with the purchase or shipping of goods or assets (or the related assets and proceeds thereof), which Liens are in favor of the seller or shipper of such goods or assets and only attach to such goods or assets and (ii) in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(p) (i) bankers' Liens, rights of setoff and other similar Liens existing solely with respect to cash and Cash Equivalents on deposit in one or more accounts maintained by any Borrower or any of the other Loan Parties, in each case granted in the Ordinary Course of Business of any Borrower or any Loan Party in favor of the bank or banks with which such accounts are maintained, securing amounts owing to such bank or banks with respect to cash

management, automated clearing house transfers and operating account arrangements, (ii) Liens of a collection bank arising under Section 4-210 of the UCC on items in the course of collection, (iii) Liens encumbering reasonable customary initial deposits and margin deposits and similar Liens attaching to commodity trading accounts or other brokerage accounts incurred in the Ordinary Course of Business and not for speculative purposes and (iv) Liens that are contractual rights of setoff or rights of pledge relating to purchase orders and other agreements entered into with customers of any Borrower or any other Loan Party in the Ordinary Course of Business of the Borrowers and any other Loan Parties;

(q) Liens granted in the Ordinary Course of Business of the Borrowers and the Loan Parties on insurance policies and proceeds thereof securing liability for premiums or reimbursement or indemnification obligations thereunder to the extent the financing is permitted under Section 7.4;

(r) Liens (i) on earnest money deposits of cash or Cash Equivalents or cash advances made in connection with any Permitted Acquisition or other permitted Investments or in respect of any anticipated Permitted Acquisition or other permitted Investment or (ii) consisting of an agreement to dispose of any property in a disposition permitted under Section 7.2;

(s) in the case of any non-wholly owned Subsidiary, any put and call arrangements or restrictions on disposition related to its Equity Interests set forth in its organizational documents or any related joint venture or similar agreement;

(t) ground leases in respect of real property on which facilities owned or leased by any Borrower or any other Loan Party are located;

(u) Liens on the Collateral securing Indebtedness under the Junior Lien Documents, subject to the Intercreditor Agreement;

(v) additional Liens of the Loan Parties not otherwise permitted by this Section 7.1 that (x) do not secure obligations in an aggregate principal amount in excess of $250,000 and (y) such Liens do not attach to any assets used to calculate the Formula Amount;

(w) additional liens of the Loan Parties not otherwise permitted by this Section 7.1 covering assets used to calculate the Formula Amount so long as such Liens do not secure obligations for borrowed money and the aggregate amount of obligations secured by such Liens do not exceed $250,000; and

(x) Liens on the assets or property of any Foreign Subsidiary that is not a Loan Party, to the extent securing Indebtedness permitted under Section 7.4(p) hereof.

Notwithstanding anything to the contrary in this Agreement or the Other Documents, Borrowers and Guarantors will not, and will not permit any Loan Party to, create, incur, assume or suffer to exist, directly or indirectly, any Lien with priority over the Liens created by this Agreement and the Other Documents, except Permitted Priority Liens.

7.2 Consolidation, Merger or Sale of Assets, Etc.

No Borrower will, and no Borrower will permit any of the other Loan Parties to, wind up, liquidate or dissolve its affairs enter into any partnership, joint venture, or transaction of merger or consolidation or amalgamation or statutory division, or convey, sell, lease or otherwise dispose of all or any part of its property or assets (other than sales of inventory in the Ordinary Course of Business), or enter into any sale-leaseback transactions, except that:

(a) Borrowers and other Loan Parties may liquidate or otherwise dispose of obsolete or worn-out, uneconomical, surplus or no longer used excess property in the Ordinary Course of Business and immaterial assets (including allowing any registrations or any applications for registration of any immaterial intellectual property to be cancelled, to lapse or go abandoned) in the Ordinary Course of Business;

(b) Investments may be made to the extent permitted by Section 7.5;

(c) Borrowers and the other Loan Parties may sell assets outside the Ordinary Course of Business (other than the capital stock or other Equity Interests of any Wholly Owned Subsidiary, unless all of the capital stock or other Equity Interests of such Wholly Owned Subsidiary are sold in accordance with this clause (c)) if consented to in writing by Agent and Required Lenders;

(d) Borrowers and the other Loan Parties may lease (as lessee) or license (as licensee) real or personal property (so long as any such lease or license does not create a Capitalized Lease Obligation except to the extent permitted by Section 7.4(d));

(e) Borrowers and the other Loan Parties may sell or discount, in each case without recourse and in the Ordinary Course of Business, accounts receivable arising in the Ordinary Course of Business (other than Eligible Receivables), but only in connection with the compromise or collection thereof and not as part of any financing transaction;

(f) Borrowers and the other Loan Parties may grant licenses, sublicenses, leases or subleases to other Persons in the Ordinary Course of, and not materially interfering with the conduct of, the Business of Borrowers and the other Loan Parties;

(g) Borrowers and the other Loan Parties may convey, sell or otherwise transfer property to Borrowers and the other Loan Parties;

(h) any Guarantor may merge, amalgamate or consolidate with and into, or be dissolved or liquidated into (x) Borrowers; provided that such Borrower shall be the continuing or surviving Person or (y) one or more other Guarantor organized under the laws of the same jurisdiction as the merging Guarantor;

(i) any Guarantor may change its legal form if Borrowers determine in good faith that such action is in the best interest of Borrowers and the Subsidiaries and if not materially disadvantageous to the Agent or the Lenders; provided that Borrowers shall give Agent five (5) Business Days prior notice of any such change in legal form;

(j) the Loan Parties may liquidate or otherwise dispose of Cash Equivalents in the Ordinary Course of Business;

(k) the Loan Parties may cancel or abandon or allow to lapse of any IP Rights which are, in the reasonable business judgment of Borrowers, no longer material to, or no longer used or useful in, the business of Borrowers and its Subsidiaries;

(l) the Loan Parties may terminate or unwind any Hedging Agreement in accordance with its terms;

(m) the Loan Parties may dispose of property and assets to the extent they were the subject of a casualty or of condemnation proceedings upon the occurrence of the related Recovery Event;

(n) the Loan Parties may dispose of fixed assets to the extent that (i) such property is exchanged for credit against the purchase price of similar replacement property or (ii) the proceeds of such disposition are promptly applied to the purchase price of such replacement property;

(o) the Loan Parties may swap assets in exchange for services or other assets in the Ordinary Course of Business of comparable or greater value or usefulness to the business of the Borrowers and the other Loan Parties as a whole, as determined in good faith by the management of Castle; provided that to the extent any such assets constitutes Collateral, the assets received in return shall become Collateral and Loan Parties shall comply with Section 6.11 with respect to any such assets received in return;

(p) the Loan Parties may terminate leases, subleases, licenses and sublicenses in the Ordinary Course of Business; and

(q) the Loan Parties may sell, sell and lease back, or otherwise dispose of assets, other than Collateral used to calculate the Formula Amount, having a fair market value of less than $3,000,000 in any fiscal year and less than $5,000,000 in the aggregate during the term of this Agreement.

To the extent the Required Lenders waive the provisions of this Section 7.2 with respect to the sale of any Collateral, or any Collateral is sold as permitted by this Section 7.2 (other than to a Loan Party), such Collateral shall be sold free and clear of the Liens created by this Agreement and the Other Documents, and the Agent shall be authorized to take any actions deemed appropriate in order to effect and/or evidence the foregoing.

7.3 Restricted Payments.

No Borrower will, and no Borrower will permit any of the Loan Parties to, declare or pay any Restricted Payments, except that:

(a) Loan Parties (other than Castle) may pay Restricted Payments to Castle on account of its Equity Interests therein;

(b) Loan Parties may declare and effect Restricted Payments in the form of Qualified Equity Interests;

(c) Loan Parties may make Restricted Payments so long as the Payment Conditions are satisfied at the time of, and after giving effect to, such Restricted Payments are made;

(d) Loan Parties may (A) make Permitted Second Lien Payments (as defined in the 2017 Intercreditor Agreement), (B) make Permitted Second Lien Payments (as defined in the Intercreditor Agreement), (C) consummate the 2020 Exchange and (D) make Restricted Payments in an amount not to exceed $50,000 in connection with a Reverse Stock Split.

7.4 Indebtedness.

No Borrower will, and no Borrower will permit any of its Subsidiaries to, create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness incurred pursuant to this Agreement and the other Loan Documents;

(b) Indebtedness outstanding on the Closing Date and listed on Schedule 7.4(b) and a Permitted Refinancing thereof;

(c) Indebtedness of any Borrower or any Loan Party under Hedging Agreements entered into in the Ordinary Course of Business for bona fide hedging activities and are not for speculative purposes;

(d) Indebtedness of the Borrowers and the other Loan Parties constituting (i) Capitalized Lease Obligations; (ii) Indebtedness secured by the Mexican Financed Equipment; or (iii) Indebtedness incurred to finance the acquisition or construction of equipment, machinery or other fixed assets acquired before or after the Closing Date with respect to equipment, machinery or other fixed assets acquired or constructed before or after the Closing Date and secured by a lien on such (to the extent permitted by Section 7.1(g)); provided that such Indebtedness is incurred prior to or within 270 days after such acquisition or completion of such construction; and provided further that in no event shall the sum of the aggregate principal amount of all Capitalized Lease Obligations (other than Capitalized Lease Obligations incurred by any Borrower or any other Loan Party to replace or refinance operating leases existing on the Closing Date) and purchase money Indebtedness permitted by this clause (d)(i) and (d)(iii) exceed at any time outstanding $3,000,000;

(e) Indebtedness constituting Intercompany Loans otherwise permitted by Section 7.5(h);

(f) Guarantees by a Loan Party in respect of Indebtedness of any Borrower or any Loan Party otherwise permitted hereunder; provided that such Indebtedness and associated Guarantee is unsecured;

(g) Indebtedness arising under customary cash management services, netting arrangements, automated clearing house transfers, or the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the Ordinary Course of Business, so long as such Indebtedness is extinguished within ten (10) Business Days of its incurrence;

(h) Indebtedness with respect to performance bonds, surety bonds, appeal bonds or customs bonds required in the Ordinary Course of Business of any Borrower or any Loan Party or in connection with the enforcement of rights or claims of any Borrower or any of the other Loan Parties or in connection with judgments that do not result in a Default or an Event of Default;

(i) Indebtedness owed to any Person providing or financing property, casualty, liability, or other insurance to any Borrower or any other Loan Party, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of (plus reasonable customary interest charges and fees), and shall be incurred only to defer the cost of such insurance for the period in which such Indebtedness is incurred;

(j) Indebtedness and guarantees under (A) the Junior Lien Documents as in effect on the Second Amendment Effective Date in an original aggregate principal amount of up to $100,000,000 plus capitalized interest paid in kind with respect thereto, and any additional borrowings or advances that may be made in the future under the Junior Lien Documents to the extent permitted under the Intercreditor Agreement and (B) the 2017 Indenture Documents as in effect on the Second Amendment Effective Date in an original aggregate principal amount (after giving effect to the 2020 Exchange) of up to $6,500,000 plus capitalized interest paid in kind with respect thereto, and any additional borrowings or advances that may be made in the future under the 2017 Indenture Documents to the extent permitted under the 2017 Intercreditor Agreement;

(k) Indebtedness representing deferred compensation or similar obligations to employees of the Borrowers and Loan Parties incurred in the Ordinary Course of Business;

(l) Indebtedness consisting of take-or-pay obligations contained in supply arrangements in the Ordinary Course of Business;

(m) Indebtedness in respect of letters of credit, bank guarantees, supporting obligations, banker's acceptances, performance bonds, surety bonds, statutory bonds, appeal bonds, warehouse receipts or similar instruments issued or created in the Ordinary Course of Business, including in respect of workers compensation claims, health, disability or other employee benefits or property, casualty or liability insurance or self-insurance or other Indebtedness with respect to reimbursement-type obligations regarding workers compensation claims; provided that any reimbursement obligations in respect thereof are reimbursed within thirty (30) days following the due date thereof;

(n) obligations in respect of performance, bid, appeal and surety bonds and performance and completion guarantees and similar obligations provided by any Borrower or any of the Loan Parties or obligations in respect of letters of credit, bank guarantees or similar

instruments related thereto, in each case in the Ordinary Course of Business or consistent with past practice;

(o) additional Indebtedness incurred by the Borrowers and the other Loan Parties in an aggregate principal amount not to exceed at any time outstanding $500,000; and

(p) Indebtedness of Foreign Subsidiaries that are not Loan Parties, and guarantees thereof by other Foreign Subsidiaries that are not Loan Parties, in respect of local lines of credit, letters of credit, bank guarantees and similar extensions of credit by third parties in an aggregate outstanding principal amount not to exceed $15,000,000 at any time outstanding; *provided* that such Indebtedness is not guaranteed at any time by any Loan Party.

7.5 Investments.

No Borrower will, and no Borrower will permit any of the Loan Parties to, directly or indirectly, make any Investment in any other Person other than in the Ordinary Course of Business, except:

(a) the Borrowers and the Loan Parties may acquire and hold accounts receivables, notes receivable and other extensions of trade credit owing to any of them, if created or acquired in the Ordinary Course of Business and payable or dischargeable in accordance with customary trade terms of such Borrower or Loan Party;

(b) the Borrowers and the Loan Parties may acquire and hold cash and Cash Equivalents;

(c) the Borrowers and the Loan Parties may hold the Investments held by them on the Closing Date and described on Schedule 7.5(c) (and any increase in the value of such Investments not resulting from an additional Investment); provided that any additional Investments made with respect thereto shall be permitted only if permitted under the other provisions of this Section 7.5;

(d) the Borrowers and the other Loan Parties may acquire and own Investments (including debt obligations) received in connection with the bankruptcy or reorganization of suppliers and customers or in good faith settlement of delinquent obligations of, and other disputes with, customers and suppliers arising in the Ordinary Course of Business or upon foreclosure with regard to any secured Investment or other transfer of title with regard to a secured Investment;

(e) the Borrowers and the other Loan Parties may make loans and advances to their officers, directors and employees for moving and relocation and other similar expenditures, in each case in the Ordinary Course of Business in an aggregate amount not to exceed $500,000 at any one time outstanding (determined without regard to any write-downs or write-offs of such loans and advances);

(f) the Borrowers and the other Loan Parties may acquire and hold obligations of their officers, directors and employees in connection with such officers', directors' and employees' acquisition of Qualified Equity Interests of Castle (so long as no cash is actually

advanced by any Borrower or any of the Loan Parties in connection with the acquisition of such obligations);

(g) the Borrowers and the other Loan Parties may enter into Hedging Agreements to the extent permitted by Section 7.4(c);

(h) (i) the Borrowers or the other Loan Parties may make Investments in (or for the benefit of) any other Subsidiary (the "Intercompany Loans"); provided that (A) each Investment in the form of an Intercompany Loan shall be evidenced by an Intercompany Note or other accounting entry in the Ordinary Course of Business, (B) each such Intercompany Note or intercompany obligation owned or held by a Loan Party shall be pledged to the Agent, and (C) the aggregate amount of Intercompany Loans made by the Loan Parties to Subsidiaries that are not Loan Parties shall not exceed $1,000,000 at any time outstanding (excluding any Intercompany Loans outstanding as of the Closing Date, which are set forth on Schedule 7.5(c)), and (ii) the Borrowers or the other Loan Parties may continue intercompany purchases and sales of inventory with any other Loan Parties and Subsidiaries in the Ordinary Course of Business; *provided* that the aggregate amount of intercompany receivables or other amounts owing to the Loan Parties by Subsidiaries that are not Loan Parties shall not exceed $5,000,000 at any time outstanding;

(i) Investments consisting of (i) transactions permitted under Sections 7.1 and 7.2, and (ii) repayments or other acquisitions of Indebtedness of the Borrowers or any Subsidiary thereof not prohibited by Section 7.8;

(j) Guarantees permitted by Section 7.4 other than Section 7.4(f), to the extent constituting Investments;

(k) Investments in deposit accounts, securities accounts and commodities accounts maintained by any Borrower or such Loan Party, as the case may be, made in the Ordinary Course of Business;

(l) Investments in the Ordinary Course of Business consisting of UCC Article 3 endorsements for collection or deposit and UCC Article 4 customary trade arrangements with customers consistent with past practices;

(m) Investments to the extent that payment for such Investments is made solely with Equity Interests of Castle (or any other direct or indirect parent of any Borrower); and

(n) Investments in the nature of pledges or deposits with respect to leases or utilities provided to third parties in the Ordinary Course of Business.

7.6 Transactions with Affiliates.

No Borrower will, and no Borrower will permit any of the Loan Parties to, enter into any transaction or series of related transactions with any Affiliate of any Borrower or any of the Loan Parties, other than in the Ordinary Course of Business and on terms and conditions substantially as favorable to the Borrowers and the Loan Parties as would reasonably be obtained

by such Borrower or such Loan Party at that time in a comparable arm's-length transaction with a Person other than an Affiliate, except that the following in any event shall be permitted:

(a) Restricted Payments may be paid to the extent provided in Section 7.3;

(b) Investments permitted by Sections 7.5(f) and (h);

(c) Customary fees, indemnities and reimbursements may be paid to officers and directors of Borrowers (or any direct or indirect parent), the Borrowers and the other Loan Parties;

(d) The Borrowers and the Loan Parties may enter into, and may make payments under, employment agreements, consulting agreements, employee benefit plans, stock option plans, indemnification provisions, other similar compensatory arrangements and severance agreements with officers, employees and directors of the Borrowers and the Loan Parties in the Ordinary Course of Business;

(e) transactions solely between or among the Borrowers, the other Loan Parties, and any Affiliates that are expressly permitted by this Agreement;

(f) the Borrowers and the other Loan Parties may enter into transactions pursuant to agreements in existence on the Closing Date and set forth on Schedule 7.6(f);

(g) transactions with customers, clients, joint venture partners, suppliers or purchasers or sellers of goods or services, in each case in the Ordinary Course of Business and otherwise in compliance with the terms of this Agreement that are fair to Borrowers and the Loan Parties, in the reasonable determination of the Board of Directors or the senior management of Castle, or are on terms at least as favorable as might reasonably have been obtained at such time from an unaffiliated party;

(h) transactions with an Affiliate of a Loan Party in accordance with Section 16.3(i) of this Agreement;

(i) transactions with holders of the Equity Interests of Castle necessary consummate a Reverse Stock Split that does not result in a Change of Control; or

(j) transactions under or in order to consummate the 2017 Indenture Documents, the Junior Lien Documents and the 2020 Exchange, in each case on or about the Second Amendment Effective Date.

7.7 Modifications of Certain Agreements; Limitations on Voluntary Payments, etc.

No Borrower will, and no Borrower will permit any of the Loan Parties to:

(a) amend, modify or change its certificate or articles of incorporation (including, without limitation, by the filing or modification of any certificate or articles of designation), certificate of formation, limited liability company agreement, operating agreement, or by-laws (or the equivalent organizational documents), as applicable, unless such amendment,

modification, change or other action contemplated by this clause (a) could not reasonably be expected to be materially adverse to the interests of the Lenders; provided, that for the avoidance of doubt any amendment to articles of incorporation of Castle to increase its authorized shares or to effectuate a Reverse Stock Split permitted hereunder is not adverse to the interests of the Lenders.

(b) make or offer to make (or give any notice in respect thereof) any payment, whether in respect of principal, interest, or otherwise, on or redemption, retirement, defeasance, or acquisition for value of any Indebtedness that is subordinated to the Obligations, except for (i) Junior Lien Debt but only to the extent permitted by the Intercreditor Agreement, (ii) 2017 Indenture Debt but only to the extent permitted by the 2017 Intercreditor Agreement and (iii) the 2020 Exchange. For the avoidance of doubt, nothing herein shall limit the ability of Persons holding the 2017 Indenture Debt or Junior Lien Debt to convert such debt to Equity Interests in Castle in accordance with the 2017 Indenture Debt Documents or Junior Lien Documents, so long as no cash payments, other than cash payments in respect of fractional equity interests to the extent permitted by the 2017 Intercreditor Agreement or the Intercreditor Agreement, as applicable, are made in connection therewith.

7.8 Limitation on Certain Restrictions on Subsidiaries.

No Borrower will, and no Borrower will permit any of the other Loan Parties to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction on the ability of any such Loan Party to (a) pay dividends or make any other distributions on its Equity Interest owned by any Borrower or any other Loan Party, or pay any Indebtedness owed to any Borrower or any other Loan Party, (b) make loans or advances to any Borrower or any other Loan Party or (c) transfer any of its properties or assets to any Borrower or any other Loan Party, except for such encumbrances or restrictions existing under or by reason of (i) Applicable Laws regulation or order, (ii) this Agreement and the other Loan Documents, (iii) customary provisions restricting subletting, transfer, license or assignment of any lease governing any leasehold interest of any Borrower or any other Loan Party or otherwise relating to the assets subject thereto, (iv) customary provisions restricting transfer, license or assignment of any licensing agreement or other contract (or otherwise relating to the assets subject thereto) entered into by any Borrower or any other Loan Party in the Ordinary Course of Business, (v) restrictions on the transfer of any asset or Subsidiary pending the close of a permitted sale of such asset or Subsidiary, (vi) restrictions on the transfer of any asset subject to a Lien permitted by Sections 7.1(c), (f), (h), (n) or (o); (vii) negative pledges and restrictions on Liens in favor of any holder of Indebtedness for borrowed money permitted under Section 7.4 but only if such negative pledge or restriction expressly permits Liens for the benefit of the Agent and the Lenders with respect to the credit facilities established hereunder and the Obligations under the Loan Documents on a senior basis and without a requirement that such holders of such Indebtedness be secured by such Liens equally and ratably or on a junior basis; (viii) encumbrances or restrictions on cash or other deposits or net worth imposed by customers under agreements entered into in the Ordinary Course of Business; (ix) the 2017 Indenture Documents, the Junior Lien Documents and any agreements governing any Permitted Refinancing thereof; (x) contractual obligations which exist on the Closing Date and (to the extent not otherwise permitted by this Section 7.8) are listed on Schedule 7.8(c); (xi) restrictions binding on a Loan Party at the time such Loan Party first becomes a Loan Party through a joinder

to the Loan Documents, so long as such contractual obligations were not entered into solely in contemplation of such Person becoming a Loan Party; (xii) restrictions on cash earnest money deposits in favor of sellers in connection with acquisitions not prohibited hereunder; and (xiii) an agreement effecting a renewal, replacement, refinancing, restructuring and extension of Indebtedness issued, assumed or incurred pursuant to an agreement or instrument referred to in clause (i) through (xii) above; provided that the provisions relating to such encumbrance or restriction contained in any such renewal, replacement, refinancing, restructuring and extension agreement (taken as a whole) are not materially less favorable to the Borrowers or the Lenders than the provisions relating to such encumbrance or restriction contained in the agreements or instruments referred to in such clause (i) through (xii) above.

7.9 Change in Nature of Business.

No Borrower will, and no Borrower will permit any of the other Loan Parties to, engage in any line of business that is substantially different from any business carried on by it on the Closing Date, other than any line of business that is ancillary to such business carried on by it on the Closing Date or that is a logical extension thereof.

7.10 Fiscal Year and Accounting Changes.

No Borrower will, and no Borrower will permit any of the other Loan Parties to change its fiscal year from the twelve-month period beginning January 1 and ending December 31 or make any material change (i) in accounting treatment and reporting practices except as required by GAAP or (ii) in tax reporting treatment except as required by law, or with the consent of Agent.

7.11 Membership/Partnership Interests.

No Borrower will, and no Borrower will permit any of the other Loan Parties to, elect to treat or permit any of its Subsidiaries to (x) treat its limited liability company membership interests or partnership interests, as the case may be, as securities as contemplated by the definition of "security" in Section 8-102(15) and by Section 8-103 of Article 8 of Uniform Commercial Code or (y) certificate its limited liability company membership interests or partnership interests, as the case may be (to the extent not certificated as of the Closing Date).

7.12 Other Agreements.

No Borrower will, and no Borrower will permit any of the other Loan Parties to, enter into any amendment, waiver or modification of any (a) Junior Lien Document or any related agreements except as permitted under the Intercreditor Agreement or (b) 2017 Indenture Document or any related agreements except as permitted under the 2017 Intercreditor Agreement or in connection with the 2020 Exchange.

7.13 Real Estate Matters.

(a) Notwithstanding anything to the contrary contained herein, no Borrower will, and no Borrower will permit any of the other Loan Parties to grant a Lien on, or otherwise

encumber, aside from any Permitted Liens, the real property identified as Parcel H-1G, representing 2.7 acres in Titusville, PA 16354 owned by Castle.

(b) No Borrower will, and no Borrower will permit any of the other Loan Parties to store or keep any assets at 4669 Brittmoore Road, Houston, TX 77041, without the prior written consent of Agent.

VIII. CONDITIONS PRECEDENT.

8.1 Conditions to Effectiveness of this Agreement.

The effectiveness of this Agreement is subject to the satisfaction, or waiver by Agent, immediately prior to or concurrently with the effectiveness of this Agreement, of the following conditions precedent:

(a) Credit Agreement and Other Documents. Agent shall have received this Agreement and each Other Document duly executed and delivered by an authorized officer of each Loan Party and any third parties, as applicable (including, without limitation, all original stock certificates or other certificates evidencing the Subsidiary Stock and appropriate transfer powers with respect thereto);

(b) Filings, Registrations and Recordings. (i) Each Uniform Commercial Code and PPSA financing statement required by this Agreement, any related agreement or under Applicable Law or reasonably requested by Agent to be filed, registered or recorded in order to create, in favor of Agent, a perfected security interest in or Lien upon the Collateral subject to such financing statements shall have been properly filed, registered or recorded in each jurisdiction in which the filing, registration or recordation thereof is so required or requested, and Agent shall have received an acknowledgment copy, or other evidence satisfactory to it, of each such filing, registration or recordation and satisfactory evidence of the payment of any necessary fee, tax or expense relating thereto; and (ii) Agent shall have received the results of searches listing all effective financing statements, judgments and Tax Liens which name any of the Loan Parties as debtor, together with copies of such financing statements, judgment filings and Tax Lien filings, none of which, except for Permitted Liens, shall cover any of the Collateral;

(c) Authorization Proceedings of Loan Parties. Agent shall have received a copy of the resolutions, in form and substance reasonably satisfactory to Agent, of the board of directors, managers or members, as the case may be, of each Loan Party authorizing (i) the execution, delivery and performance of this Agreement, the Notes, and any Other Document and (ii) the granting by such Loan Party of the security interests in and Liens upon the Collateral certified by an authorized manager or member, or secretary or assistant secretary, as the case may be, of such Loan Party as of the Closing Date; and, such certificate shall state that the resolutions thereby certified have not been amended, modified, revoked or rescinded as of the date of such certificate;

(d) Incumbency Certificates of Loan Parties. Agent shall have received a certificate of an authorized manager or member, or secretary or assistant secretary, as the case may be, of each Loan Party, dated the Closing Date, as to the incumbency and signature of the officers of each Loan Party executing this Agreement, the Other Documents, any certificate or

other documents to be delivered by it pursuant hereto, together with evidence of the incumbency of such manager or member, or secretary or assistant secretary, as the case may be;

(e) Certificates. Agent shall have received a copy of the articles or certificate of incorporation, or certificate of formation, as the case may be, of each Loan Party, and all amendments thereto, certified by the Secretary of State or other appropriate official of its jurisdiction of incorporation or formation, as the case may be, together with copies of the by-Laws, limited liability company agreement or operating agreement, as the case may be, of each Loan Party, as the case may be, in each case certified as accurate and complete by an authorized manager or member, or secretary or assistant secretary, as the case may be, of each Loan Party;

(f) Good Standing and Tax Lien Certificates. Agent shall have received good standing and Tax Lien certificates for each Loan Party dated not more than thirty (30) days prior to the Closing Date, issued by the Secretary of State or other appropriate official of each Loan Party's (other than the Mexican Loan Parties') jurisdiction of incorporation or formation, as the case may be;

(g) Legal Opinion. Agent shall have received the executed legal opinion of Pachulski Stang Ziehl & Jones LLP, Fasken Martineau DuMoulin LLP, and Baker McKenzie LLP, and other legal counsel of the Borrowers reasonably acceptable to Agent;

(h) No Litigation. (i) Other than the Cases, or as stayed upon commencement of the Cases, no litigation, adversary proceeding, suit, action, or proceeding before or by any Governmental Body shall be continuing or, to the knowledge of any Loan Party, threatened in writing against any Loan Party or against the respective officers or directors of any Loan Party (A) in connection with this Agreement, the Other Documents, or any of the Transactions and which, in the reasonable opinion of Agent, is deemed material or (B) which could, in the reasonable opinion of Agent, have a Material Adverse Effect; and (ii) no injunction, writ, restraining order or other order of any nature materially adverse to any Loan Party or the conduct of its respective business or inconsistent with the due consummation the Transactions shall have been issued by any Governmental Body;

(i) Field Examination. Agent shall have received satisfactory results from a pre-funding, asset-based field examination, to be completed prior to the date hereof, upon which Agent is entitled to rely, conducted by examiners satisfactory to Agent;

(j) Fees. Agent shall have received all fees payable to Agent and Lenders on or prior to the Closing Date hereunder, including pursuant to Article III hereof and the Fee Letter;

(k) Existing Indebtedness. (i) Agent shall have received (A) evidence satisfactory to Agent that all necessary termination statements, satisfaction documents and any other applicable releases in connection with any existing Indebtedness and all other Liens with respect to Loan Parties that are not Permitted Liens have been filed or arrangements satisfactory to Agent have been made for such filing and (ii) the Borrowers and the Subsidiaries shall have outstanding no Indebtedness other than (a) Indebtedness outstanding under this Agreement and (b) Indebtedness permitted under this Agreement to be outstanding on the Closing Date;

(l) Financial Statements. Agent shall have received a copy of the Financial Statements, which in each case shall be satisfactory in all respects to Agent and Lenders;

(m) Insurance. Agent shall have received in form and substance reasonably satisfactory to Agent, certified copies of Loan Parties' casualty insurance policies (including flood insurance if any part of the Mortgaged Property is located in a flood zone), together with loss payable endorsements on Agent's standard form of loss payee endorsement naming Agent as lender loss payee and mortgagee, as applicable, and certified copies of Loan Parties' liability insurance policies, together with endorsements naming Agent as a co-insured;

(n) Payment Instructions. Agent shall have received written instructions from Borrowing Agent directing the application of proceeds of the initial Advances made pursuant to this Agreement and the Confirmed Plan to repay the applicable debt on the Closing Date;

(o) Deposit Account Control Agreements. Agent shall have received an executed Deposit Account Control Agreement with respect to Castle's collection account maintained at Bank of America in the United States;

(p) Consents. Agent shall have received any and all Necessary Consents necessary to permit the effectuation of the Transactions; and Agent shall have received such Necessary Consents and waivers of such third parties as might assert claims with respect to the Collateral, as Agent and its counsel shall deem necessary;

(q) Mortgage. Agent shall have received a fully executed Mortgage, along with all other Real Estate Collateral Requirements, in form and substance satisfactory to Agent, along with a title insurance policy pro forma, for the property of the Borrowers located in Bedford Heights, Ohio;

(r) Closing Certificate and Closing Liquidity. Agent shall have received a closing certificate signed by the Chief Financial Officer of each Loan Party dated as of the date hereof, stating that (i) all representations and warranties set forth in this Agreement and the Other Documents are true and correct in all material respects on and as of such date, (ii) each Loan Party is on such date in compliance in all material respects with all the terms and provisions set forth in this Agreement and the Other Documents, (iii) on such date no Default or Event of Default has occurred or is continuing, and (iv) Borrowers have Liquidity on the Closing Date (after giving effect to the payment of all fees, expenses to be paid on the Closing Date, all Advances made on the Closing Date, and all trade payables aged sixty (60) days or older) of at least $20,000,000, which statement shall be accompanied by a Borrowing Base Certificate demonstrating such calculation;

(s) Material Adverse Conditions. No Material Adverse Effect shall have occurred, other than the Cases, since December 31, 2016;

(t) Compliance with Laws. Agent shall be reasonably satisfied that the Loan Parties are in material compliance with all pertinent federal, state, provincial, local or territorial regulations, including Environmental Laws, ERISA, PBA, the Trading with the Enemy Act, and the Canadian Anti-Terrorism or Sanctions Law and that there are no material Environmental

Claims or Environmental Liabilities (or potential Environmental Liabilities) related to any Loan Party's owned real property;

(u) Confirmed Plan. The conditions to the Plan Effective Date shall have been satisfied or waived (in each case, none of the conditions precedent shall have been waived absent prior written consent of Agent), and Borrowers will have confirmed to Agent in writing that such conditions precedent have been satisfied or waived and that the Plan Effective Date has occurred. All other actions, documents and agreements necessary to implement the Confirmed Plan shall have been effected or executed and delivered, as the case may be, to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws;

(v) Reorganization Documents. Agent shall have received copies of the Reorganization Documents, in each case, in form and substance satisfactory to Agent, duly executed, and in full force and effect;

(w) Confirmation Order. A final, nonappealable Confirmation Order shall have been entered and is not subject to any stay, and, unless waived by Agent, the time to appeal the Confirmation Order or to seek review, rehearing, or certiorari with respect to the Confirmation Order must have expired, no appeal or petition for review, rehearing or certiorari with respect to the provisions of the Confirmation Order may be pending, and the Confirmation Order must otherwise be in full force and effect;

(x) Junior Indebtedness. There shall have been up to $167,400,000 of Junior Lien Debt issued pursuant to terms and conditions satisfactory to Agent, in an amount necessary to satisfy the requirements of the Confirmed Plan, and, on account of new capital contributed in accordance with the "Commitment Agreement" (as defined in the Confirmed Plan). Agent shall have received evidence reasonably satisfactory to Agent that Borrowers received $40,000,000 or the benefit thereof (subject to reduction in accordance with the terms of the Commitment Agreement but in any event, no less than $25,000,000) on account of proceeds of Indebtedness issued under the Commitment Agreement;

(y) Intercreditor Agreement. Agent shall have received a fully executed copy of the Intercreditor Agreement;

(z) Regulatory Requirements. Agent shall have received, no later than three (3) days prior to the Closing Date, all documentation and other information about all Loan Parties as required by applicable banking regulations, including, but not limited to, Know-Your-Customer regulations and anti-money laundering rules and regulations (including the USA Patriot Act) and

(aa) Flood Insurance. Evidence that commercially reasonable and customary flood insurance required to be maintained under this Agreement is in full force and effect, with additional insured, mortgagee and lender loss payable special endorsements attached thereto in form and substance satisfactory to Agent and its counsel naming Agent as additional insured, mortgagee and lender loss payee, as applicable, and evidence that Borrowers have taken all actions required under the Flood Laws and/or requested by Agent to assist in ensuring that each

Lender is in compliance with the Flood Laws applicable to the Collateral, including, but not limited to, providing Agent with the address and/or GPS coordinates of each structure on any Real Property that will be subject to a Mortgage in favor of Agent, for the benefit of Lenders, and, to the extent required, obtaining flood insurance for such property, structures and contents prior to such property, structures and contents becoming Collateral.

8.2 Conditions to Each Advance.

The agreement of Lenders to make any Advance requested to be made on any date (including the initial Advance), is subject to the satisfaction of the following conditions precedent as of the date such Advance is made:

(a) Representations and Warranties. Each of the representations and warranties made by any Loan Party in or pursuant to this Agreement, the Other Documents and any related agreements to which it is a party, and each of the representations and warranties contained in any certificate, document or financial or other statement furnished at any time under or in connection with this Agreement, the Other Documents or any related agreement shall be true and correct in all material respects on and as of such date as if made on and as of such date (except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall have been true and correct in all material respects as of such earlier date);

(b) No Default. No Event of Default or Default shall have occurred and be continuing on such date, or would exist after giving effect to the Advances requested to be made, on such date; provided, however that Agent, in its sole discretion, may, subject to the provisions of Section 16.2(b) hereof, continue to make Advances notwithstanding the existence of an Event of Default or Default and that any Advances so made shall not be deemed a waiver of any such Event of Default or Default; provided, further, however, that Lenders, at their election, may continue to make Advances notwithstanding the existence of an Event of Default and any Advances so made shall not be deemed a waiver of any such Event of Default or Default; and

(c) Maximum Advances. In the case of any type of Advance requested to be made, after giving effect thereto, the aggregate amount of such type of Advance shall not exceed the maximum amount of such type of Advance permitted under this Agreement;

Each request for an Advance by any Borrower hereunder shall constitute a representation and warranty by each Loan Party as of the date of such Advance that the conditions contained in this subsection shall have been satisfied.

8.3 Conditions to Addition of an Applicant Borrower. The agreement of Lenders to the addition of an Applicant Borrower as a Borrower under this Agreement is subject to the satisfaction, or waiver by Agent, of the following conditions precedent, as well as the conditions specified in Section 2.26:

(a) Note. If requested, each Lender that so requests shall have received Notes duly executed and delivered by an authorized officer of the Applicant Borrower;

(b) Credit Agreement Schedules and Exhibits. Agent shall have received supplemental Schedules to this Agreement reflecting the relevant information regarding the Applicant Borrower;

(c) Filings, Registrations and Recordings. Each document (including any Uniform Commercial Code financing statement or PPSA or LGTOC registration statement) required by this Agreement, any Other Document or under law or reasonably requested by the Agent to be filed, registered or recorded in order to create, in favor of Agent, a perfected security interest in or lien upon the Collateral of such Applicant Borrower shall have been delivered to Agent in proper from for filing;

(d) Corporate/Company Proceedings of Applicant Borrowers. Agent shall have received a copy of the resolutions in form and substance reasonably satisfactory to Agent, of the Board of Directors or other governing body, as the case may be, of such Applicant Borrower authorizing (i) the execution, delivery and performance of the Designated Borrower Request and Assumption Agreement and the Other Documents to which such Applicant Borrower is required to become a party and (ii) the granting by such Applicant Borrower of the security interests in and liens upon the Collateral in each case certified by the Secretary or an Assistant Secretary of such Applicant Borrower; and, such certificate shall state that the resolutions thereby certified have not been amended, modified, revoked or rescinded as of the date of such certificate;

(e) Incumbency Certificates of Applicant Borrowers. Agent shall have received a certificate of the Secretary or an Assistant Secretary of such Applicant Borrower, as to the incumbency and signature of the officers of such Applicant Borrower executing the Designated Borrower Request and Assumption Agreement and the Other Documents, any certificate or other documents to be delivered by it pursuant thereto, together with evidence of the incumbency of such Secretary or Assistant Secretary;

(f) Certificates. Agent shall have received a copy of the articles or certificate of incorporation or formation of such Applicant Borrower, and all amendments thereto, certified by the Secretary of State or other appropriate official of its jurisdiction of incorporation or formation, together with copies of the bylaws or operating agreement of each Applicant Borrower certified as accurate and complete by the Secretary of such Applicant Borrower;

(g) Good Standing Certificates. Agent shall have received good standing certificates for each Borrower dated not more than 30 days prior to the date of the Designated Borrower Notice issued by Agent with respect to such Applicant Borrower, issued by the Secretary of State or other appropriate official of such Applicant Borrower's jurisdiction of incorporation or formation and each jurisdiction where the conduct of each Borrower's business activities or the ownership of its properties necessitates qualification;

(h) Legal Opinion. Agent shall have received an executed legal opinion of counsel to the Applicant Borrower reasonably satisfactory to Agent which shall cover such matters incident to the transactions contemplated by the Designated Borrower Request and Assumption Agreement and the Other Documents and related agreements as Agent may reasonably require;

(i) No Litigation. (i) No litigation, investigation or proceeding before or by any arbitrator or Governmental Body shall be continuing or threatened against such Applicant Borrower or against the officers or directors of such Applicant Borrower (A) in connection with this Agreement, the Other Documents or any of the transactions contemplated thereby and which, in the reasonable opinion of Agent, is deemed material or (B) which could, in the reasonable opinion of Agent, have a Material Adverse Effect; and (ii) no injunction, writ, restraining order or other order of any nature materially adverse to such Applicant Borrower or the conduct of its business or inconsistent with the due consummation of the Transactions shall have been issued by any Governmental Body;

(j) Insurance. Agent shall have received in form and substance satisfactory to Agent, (i) certified copies of the Applicant Borrowers' casualty insurance policies, together with loss payable endorsements on Agent's standard form of loss payee endorsement naming Agent as loss payee, and certified copies of the Applicant Borrowers' liability insurance policies, together with endorsements naming Agent as a co insured, or (ii) satisfactory evidence that such Applicant Borrower will be covered by the existing insurance policies of the Borrowers upon the consummation of the Permitted Acquisition;

(k) Blocked Accounts. Agent shall have received Deposit Account Control Agreements duly executed with financial institutions acceptable to Agent for the collection or servicing of the Receivables and proceeds of the Collateral of the Applicant Borrower;

(l) Consents. Agent shall have received any and all Necessary Consents necessary to permit the effectuation of the transactions contemplated by this Agreement and the Other Documents in respect of the Applicant Borrower; and Agent shall have received such Necessary Consents and waivers of such third parties as could reasonably be expected to assert claims with respect to the Collateral;

(m) Closing Certificate. Agent shall have received a closing certificate signed by the Chief Financial Officer of each Borrower, dated as of the date hereof, stating that (i) all representations and warranties set forth in this Agreement and the Other Documents are true and correct on and as of such date and (ii) on such date no Default or Event of Default has occurred or is continuing;

(n) Borrowing Base. Agent shall have received evidence from Borrowers that the aggregate amount of Eligible Receivables and Eligible Inventory is sufficient in value and amount to support Revolving A Advances, the Acceptances, the Letters of Credit and the Swing Loans, if any, in the amount requested by Borrowers in connection with the addition of such Applicant Borrower as a Borrower;

(o) Compliance with Laws. Agent shall be reasonably satisfied that the Applicant Borrower is in compliance in all material respects with all pertinent federal, state, local or territorial regulations, including those with respect to the Federal Occupational Safety and Health Act, the Environmental Protection Act, ERISA and the Trading with the Enemy Act;

(p) Field Examination. Agent shall have received the results of a field examination and related due diligence with respect to such Applicant Borrower that are satisfactory to Agent in its Permitted Discretion and

(q) Other. All (i) corporate and other proceedings, and all documents, instruments and other legal matters in connection with the addition of the Applicant Borrower as a Borrower shall be reasonably satisfactory in form and substance to Agent and its counsel, and (ii) documents, instruments and agreements required to be delivered by or on behalf of the Applicant Borrower pursuant to the Schedule of Documents provided by Agent in connection with the addition of the Applicant Borrower as a Borrower shall be delivered in form and substance reasonably satisfactory to Agent and its counsel.

IX. INFORMATION AS TO LOAN PARTIES.

Each Loan Party shall, or (except with respect to Section 9.11) shall cause Borrowing Agent on its behalf to, until satisfaction in full of the Obligations and the termination of this Agreement and without duplication:

9.1 Disclosure of Material Matters.

Immediately upon learning thereof, report to Agent all matters materially and adversely affecting the value, enforceability or collectability of any portion of the Collateral, including any reclamation or repossession of, or the return by any Borrower of, a material amount of goods or claims or disputes asserted by any Customer or other third party obligor.

9.2 Certificates.

Deliver to Agent on or before the twentieth (20th) day of each month as and for the prior month: (a) a Borrowing Base Certificate in form and substance satisfactory to Agent (which shall be calculated as of the last day of the prior month and which shall not be binding upon Agent or restrictive of Agent's rights under this Agreement); *provided* that during any Cash Dominion Period, the Borrowing Base Certificate shall be delivered weekly, on or before the third (3rd) Business Day of each week, (b) accounts receivable agings inclusive of reconciliations to the general ledger, (c) accounts payable schedules inclusive of reconciliations to the general ledger, each in form and substance satisfactory to Agent, (d) an Inventory listing in form and substance satisfactory to Agent, and (e) sales report/roll forward. In addition, each Loan Party will deliver to Agent at such intervals as Agent may require: (i) confirmatory assignment schedules, (ii) copies of Customer's invoices, (iii) evidence of shipment or delivery, (iv) sales and cash receipts journals, and (v) such further schedules, documents and/or information regarding the Collateral as Agent may reasonably require including trial balances and test verifications. Agent shall have the right to confirm and verify all Receivables by any manner and through any medium it considers advisable and do whatever it may deem reasonably necessary to protect its interests hereunder. The items to be provided under this Section 9.2 are to be in form reasonably satisfactory to Agent and executed by each Loan Party, as applicable, and delivered to Agent from time to time solely for Agent's convenience in maintaining records of the Collateral, and any Loan Party's failure to deliver any of such items to Agent shall not affect, terminate, modify or otherwise limit Agent's Lien with respect to the Collateral. Unless

otherwise agreed to by Agent, the items to be provided under this Section 9.2 shall be delivered to Agent by the specific method of Approved Electronic Communication designated by Agent.

9.3 Environmental Reports.

Furnish Agent, concurrently with the delivery of the financial statements referred to in Sections 9.7, 9.8, and 9.9 with a Compliance Certificate signed by an Authorized Officer of Borrowing Agent stating, to the best of his knowledge after reasonable due inquiry, that each Loan Party is in compliance in all material respects with all applicable federal, state and local Environmental Laws. To the extent any Loan Party is not in material compliance with the foregoing laws, the certificate shall set forth with specificity all areas of material non-compliance and the proposed action such Loan Party will implement in order to achieve material compliance.

9.4 Litigation.

Promptly notify Agent in writing of any claim, litigation, suit or administrative proceeding affecting any Loan Party, whether or not the claim is covered by insurance, and of any litigation, suit or administrative proceeding, which in any such case affects the Collateral or which could reasonably be expected to have a Material Adverse Effect.

9.5 Material Occurrences.

Promptly notify Agent in writing upon the occurrence of (a) any Event of Default or Default; (b) any event of default under any Junior Lien Debt; (c) any event, development or circumstance whereby any financial statements or other reports furnished to Agent fail in any material respect to present fairly, in accordance with GAAP consistently applied, the financial condition or operating results of any Loan Party as of the date of such statements; (d) any accumulated retirement plan funding deficiency which, if such deficiency continued for two plan years and was not corrected as provided in Section 4971 of the Code, could subject any Loan Party to a tax imposed by Section 4971 of the Code; (e) other than the commencement of the Cases, each and every default by any Loan Party which might result in the acceleration of the maturity of any Indebtedness with a principal amount in excess of Two Hundred Fifty Thousand and 00/100 Dollars ($250,000.00), including the names and addresses of the holders of such Indebtedness with respect to which there is a default existing or with respect to which the maturity has been or could be accelerated, and the outstanding amount of such Indebtedness; (f) any Loan Party entering into, terminating (other than pursuant to its terms), or materially amending any Material Contract, which notice shall summarize the material terms of such Material Contract or material amendment to such Material Contract, and upon the request of the Agent, the Loan Parties shall provide such Material Contract to the Agent, and (g) any other development in the business or affairs of any Loan Party, which could reasonably be expected to have a Material Adverse Effect; in each case describing the nature thereof and the action Loan Parties propose to take with respect thereto.

9.6 Government Receivables.

Notify Agent immediately if any of its Receivables arise out of contracts between any Loan Party and (i) the United States, any state, or any department, agency or instrumentality

of any of them, and (ii) Canada or any department, agency, instrumentality or crown corporation thereof.

9.7 Annual Financial Statements.

Furnish Agent and Lenders within one hundred twenty (120) days after the end of each fiscal year of Castle, financial statements of Castle and its Subsidiaries on a consolidated basis including, but not limited to, statements of income and stockholders' equity and cash flow from the beginning of the current fiscal year to the end of such fiscal year and the balance sheet as at the end of such fiscal year, all prepared in accordance with GAAP applied on a basis consistent with prior practices, and in reasonable detail and reported upon without qualification by an independent certified public accounting firm selected by Castle and reasonably satisfactory to Agent (the "Accountants"). The report of the Accountants shall be accompanied by a statement of the Accountants certifying that (i) they have caused this Agreement to be reviewed, (ii) in making the examination upon which such report was based either no information came to their attention which to their knowledge constituted an Event of Default or a Default under this Agreement or any related agreement or, if such information came to their attention, specifying any such Default or Event of Default, its nature, when it occurred and whether it is continuing. In addition, the reports shall be accompanied by a Compliance Certificate.

9.8 Quarterly Financial Statements.

Furnish Agent and Lenders within forty-five (45) days after the end of each fiscal quarter, an unaudited balance sheet of Castle and its Subsidiaries on a consolidated and consolidating basis and unaudited statements of income and stockholders' equity and cash flow of Castle and its Subsidiaries on a consolidated basis and, except with respect to the statement of stockholders' equity, a consolidating basis, in each case reflecting results of operations from the beginning of the fiscal year to the end of such quarter and for such quarter, prepared on a basis consistent with prior practices and complete and correct in all material respects, subject to normal and recurring year-end adjustments that individually and in the aggregate are not material to any Loan Party's business, and accompanied by comparative financial statements of Castle and its Subsidiaries on a consolidated basis for the same fiscal quarter and same fiscal year-to-date period in the prior fiscal year. The reports shall be accompanied by a Compliance Certificate. For the avoidance of doubt, the financial statements described above shall include a representation of the consolidated and consolidating financial statements for all of the Loan Parties on a standalone basis (*i.e.* excluding any Subsidiary of a Loan Party that is not also a Loan Party).

9.9 Monthly Financial Statements.

Furnish Agent and Lenders within thirty (30) days after the end of each month (except March, June, September and December), an unaudited balance sheet of Castle and its Subsidiaries on a consolidated and consolidating basis and unaudited statements of income and stockholders' equity and cash flow of Castle and its Subsidiaries on a consolidated basis, and except with respect to the statement of stockholder's equity and statement of cash flow, a consolidating basis, in each case reflecting results of operations from the beginning of the fiscal year to the end of such month and for such month, prepared on a basis consistent with prior

practices and complete and correct in all material respects, subject to normal and recurring year-end adjustments that individually and in the aggregate are not material to any Loan Party's business, and accompanied by comparative financial statements of Castle and its Subsidiaries on a consolidated basis for the same month and same fiscal year-to-date period in the prior fiscal year. The reports shall be accompanied by a Compliance Certificate. For the avoidance of doubt, the financial statements described above shall include a representation of the consolidated and consolidating financial statements for all of the Loan Parties on a standalone basis (*i.e.* excluding any Subsidiary of a Loan Party that is not also a Loan Party).

9.10 Other Reports.

Furnish Agent as soon as available, but in any event within ten (10) days after the issuance thereof, without duplication, (i) with copies of such financial statements, reports and returns as each Loan Party shall send to its stockholders or members and (ii) copies of all notices, reports, financial statements and other materials sent pursuant to any Junior Lien Documents.

9.11 Additional Information.

Furnish Agent with such additional information in the possession of the Borrowers or their professional advisors as Agent shall reasonably request in order to enable Agent to determine whether the terms, covenants, provisions and conditions of this Agreement, the Notes and any Other Document have been complied with by the Loan Parties including, without the necessity of any request by Agent, (a) copies of all environmental audits and reviews, (b) at least thirty (30) days prior thereto, notice of any Loan Party's opening of any new office or place of business or any Loan Party's closing of any existing office or place of business, and (c) promptly upon any Loan Party's learning thereof, notice of any labor dispute to which any Loan Party may become a party, any strikes or walkouts relating to any of its plants or other facilities, and the expiration of any labor contract to which any Loan Party is a party or by which any Loan Party is bound which could reasonably be expected to have a Material Adverse Effect.

9.12 Projected Operating Budget. Within thirty (30) days after the beginning of each fiscal year, commencing with fiscal year 2018, furnish Agent a month by month projected operating budget and cash flow of Castle and its Subsidiaries on a consolidated and consolidating basis for such fiscal year (including an income statement for each month and a balance sheet as at the end of the last month in each fiscal quarter), such projections to be accompanied by a certificate signed by the President, Chief Financial Officer or other Authorized Officer of each Borrower to the effect that such projections have been prepared on the basis of sound financial planning practice consistent with past budgets and financial statements and that such officer has no reason to question the reasonableness of any material assumptions on which such projections were prepared.

9.13 Variances From Operating Budget. Furnish Agent, concurrently with the delivery of the financial statements referred to in Sections 9.7, 9.8 and 9.9, a written report summarizing all material variances from budgets submitted by Borrowers pursuant to Section 9.12 and a discussion and analysis by management with respect to such variances.

9.14 Notice of Suits, Adverse Events.

Furnish Agent with prompt written notice of (i) any lapse or other termination of any Necessary Consent issued to any Loan Party by any Governmental Body or any other Person that is material to the operation of any Loan Party's business, (ii) any refusal by any Governmental Body or any other Person to renew or extend any such Necessary Consent; and (iii) copies of any periodic or special reports filed by any Loan Party with any Governmental Body or Person, if such reports indicate any change in the business, operations, affairs or condition of any Loan Party which could reasonably be expected to have a Material Adverse Effect, (iv) copies of any notices and other written communications from any Governmental Body or Person which specifically relate to any Loan Party which could reasonably be expected to have a Material Adverse Effect, and (v) any challenge to the Confirmed Plan or the order confirming the Confirmed Plan.

9.15 ERISA Notices and Requests.

Furnish Agent with immediate written notice in the event that an ERISA Event or Canadian Pension Termination Event has occurred, together with a written statement describing such ERISA Event or Canadian Pension Termination Event and the action, if any, which such Loan Party has taken, is taking, or proposes to take with respect thereto.

9.16 Bank Statements.

During a Cash Dominion Period, furnish Agent, on the third (3rd) Business Day of each week, a calculation of Liquidity as of the end of the immediately preceding week, along with weekly bank statements supporting such calculation; *provided that* Borrowers will provide such bank statements on a daily basis if Excess Availability is less than $10,000,000.

9.17 Additional Documents.

Execute and deliver to Agent, within ten (10) days of being requested to do so, such additional documents and agreements as Agent may from time to time reasonably request to carry out the purposes, terms or conditions of this Agreement.

X. EVENTS OF DEFAULT.

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

10.1 Payments.

Failure by any Borrower to pay any principal or interest on the Obligations when due, whether at maturity or by reason of acceleration pursuant to the terms of this Agreement or by notice of intention to prepay or by required prepayment, or failure by any Loan Party to pay any other liabilities or make any other payment, fee or charge provided for herein when due or in any Other Document;

10.2 Representations.

Any representation, warranty or statement made or deemed to be made by any Loan Party herein or in any other Loan Document or in any certificate delivered to the Agent or any Lender pursuant hereto or thereto shall prove to be untrue in any material respect on the date as of which it is made or deemed to be made;

10.3 Covenants.

Except as otherwise provided for in Sections 10.1 and 10.2, (i) failure of any Loan Party to perform, keep or observe any term, provision, condition, covenant herein contained or contained in any Other Document applicable to such Loan Party, or (ii) failure or neglect of any Loan Party to perform, keep or observe any term, provision, condition or covenant contained in Sections 4.7, 6.15, 6.16, 9.4 or 9.6 hereof applicable to such Loan Party, in each case with respect to this clause (ii), which is not cured within thirty (30) days from the earlier of the date on which written notice thereof is given to the Borrowing Agent by the Agent or the Required Lenders or an Authorized Officer becomes aware of such failure;

10.4 Default Under Other Agreements.

(i) If any Borrower or any Party shall (x) default in any payment of any Indebtedness (other than the Obligations) beyond the applicable grace period, if any, provided in an instrument or agreement under which such Indebtedness is governed or (y) default in the observance or performance of any agreement or condition relating to any Indebtedness (other than the Obligations) or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit any holder of such Indebtedness (or a trustee or agent on behalf of such holder) to cause (after delivery of any notice, if required by any such instrument or agreement, and after giving effect to any waiver, amendment, cure or grace period), any such Indebtedness to become due prior to its stated maturity, or (ii) any Indebtedness (other than the Obligations) of any Borrower or any other Loan Party shall be declared to be (or shall become) due and payable, or required to be prepaid other than by a regularly scheduled required prepayment, prior to the stated maturity thereof; provided that it shall not be a Default or an Event of Default under this Section 10.4 unless the aggregate principal amount of all such Indebtedness as described in this Section 10.4 equals to or exceeds the Threshold Amount;

10.5 Bankruptcy, etc.

Except as to the pending bankruptcy cases of the Borrowers jointly administered under Case No. 17-11330, any Loan Party shall commence a voluntary case concerning itself under the any Debtor Relief Law; or an involuntary case is commenced against any Loan Party, and the petition is not dismissed within forty-five (45) days after the filing thereof; or a custodian (as defined in the Bankruptcy Code), receiver, interim receiver, monitor, or administrator is appointed for, or takes charge of, all or substantially all of the property of any Loan Party, to operate all or any substantial portion of the business of such Loan Party, or, except to the extent expressly permitted by Section 7.2, any Loan Party commences any other proceeding under any

reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to any Loan Parties, or there has commenced against any Loan Party any such proceeding which remains undismissed for a period of sixty (60) days after the filing thereof, or any Loan Party is adjudicated insolvent or bankrupt; or any order of relief is entered in any such proceeding; any Loan Party makes a general assignment for the benefit of creditors; or any action is taken by any Loan Party for the purpose of authorizing any of the foregoing; or any Loan Party become unable, or admit in writing its inability or fail generally to pay its debts as they become due;

10.6 ERISA.

(a) one or more ERISA Events shall have occurred that either alone or together results in a liability to any Borrower or any Subsidiary (including on account of an ERISA Affiliate) that equals or exceeds or is reasonably expected to equal or exceed the Threshold Amount, or

(b) there is or arises an Unfunded Pension Liability that results in a liability to any Borrower or any Subsidiary (including on account of an ERISA Affiliate) that equals or exceeds, or that would reasonably be expected to equal or exceed, the Threshold Amount;

(c) there is or arises any potential Withdrawal Liability under Section 4201 of ERISA, if any Borrower or any Subsidiary or their respective ERISA Affiliates were to withdraw completely from any and all Multiemployer Plans and the liability to any Borrower or any Subsidiary (including on account of an ERISA Affiliate) equals or exceeds, or is reasonably expected to equal or exceed the Threshold Amount; or

(d) a Canadian Pension Termination Event shall occur; or there is an appointment by the appropriate Governmental Authority of a replacement administrator to administer any Canadian Defined Benefit Plan; or if any Canadian Defined Benefit Plan shall be terminated or a replacement administrator is appointed; or if a Canadian Loan Party is in default with respect to payments to a Canadian Defined Benefit Plan; or a Canadian Loan Party completely or partially withdraws from a Canadian Defined Benefit Plan which is a multi-employer pension plan, as defined under the applicable pension standards legislation; or any Lien arises (save for contribution amounts not yet due) in connection with any Canadian Pension Plan, which would be reasonably likely to exceed the Threshold Amount.

10.7 Security Documents.

Any of the provisions of Article IV or any Other Document pursuant to which a security interest or Lien is granted in favor of Agent shall cease to be in full force and effect, or shall cease to give Agent for the benefit of itself, the other Lenders or any other secured party, the Liens, rights, powers and privileges purported to be created thereby (including, without limitation, a perfected security interest (if and to the extent such Collateral can be perfected by the filing of UCC-1 financing statements and the taking of such other actions required by this Agreement and the Other Documents) in, and Lien on, all of the Collateral, in favor of Agent for the benefit of the Lenders, superior to and prior to the rights of all third Persons and subject to no other Liens (other than Permitted Liens);

10.8 Guarantees.

Any Guarantee of the Obligations or any provision thereof shall cease to be in full force or effect as to any Guarantor (except as a result of a release of any Guarantor in accordance with the terms thereof), or any Guarantor or any Person acting for or on behalf of such Guarantor shall deny or disaffirm such Guarantor's obligations with respect to such Guarantee by such Guarantor;

10.9 Judgments.

One or more final judgments or decrees shall be entered against any Borrower or any other Loan Party involving (i) a liability not paid or to the extent not covered by a reputable and solvent insurance company or third party indemnities and such judgments and decrees either shall be final and non-appealable by a court of competent jurisdiction or shall not be vacated, discharged or stayed or bonded pending appeal for any period of thirty (30) consecutive days, or (ii) the aggregate amount of all such judgments or decrees equals to or exceeds the Threshold Amount;

10.10 Material Adverse Effect. Any Material Adverse Effect occurs;

10.11 Lien Priority. Any Lien created hereunder or provided for hereby or under any related agreement for any reason (other than solely as a result of acts or omissions by the Agent or any Lender) ceases to be or is not a valid and perfected Lien having a first priority interest (subject only to Permitted Liens that have priority as a matter of Applicable Law);

10.12 Invalidity of Loan Documents. Any material provision of this Agreement or any Other Document shall (taken as a whole), for any reason other than as expressly permitted hereunder or thereunder or the satisfaction in full of all the Obligations, cease to be valid and binding on any Loan Party, or any Loan Party shall so claim in writing to Agent or any Lender;

10.13 Breach of Guaranty or Pledge Agreement. Termination or breach of any Guaranty, Guarantor Security Agreement, Pledge Agreement or similar agreement executed and delivered to Agent in connection with the Obligations of any Borrower, or if any Guarantor or pledgor attempts to terminate, challenges the validity of, or its liability under, any such Guaranty, Guarantor Security Agreement, Pledge Agreement or similar agreement; and

10.14 Change of Control. Any Change of Control shall occur.

XI. LENDERS' RIGHTS AND REMEDIES AFTER DEFAULT.

11.1 Rights and Remedies.

(a) Upon the occurrence of (i) an Event of Default pursuant to Section 10.5 of this Agreement, all Obligations shall be immediately due and payable and the obligation of Lenders to make Advances shall be deemed terminated and (ii) any other Event of Default, at the option of Required Lenders, all Obligations shall be immediately due and payable and Lenders shall have the right to terminate this Agreement and to terminate the obligation of Lenders to make Advances and/or Agent may terminate the obligations of the Lenders to make Advances.

Upon the occurrence of any Event of Default, Agent shall have the right to exercise any and all rights and remedies provided for herein, under the Other Documents, under the Uniform Commercial Code, under the PPSA, under the LGTOC, and at law or equity generally, including the right to foreclose the security interests granted herein and to realize upon any Collateral by any available judicial procedure and/or to take possession of and sell any or all of the Collateral with or without judicial process. Agent may enter any of any Loan Party's premises or other premises without legal process and without incurring liability to such Loan Party therefor, and Agent may thereupon, or at any time thereafter, in its discretion without notice or demand, take the Collateral and remove the same to such place as Agent may deem advisable and Agent may require Loan Parties to make the Collateral available to Agent at a convenient place. With or without having the Collateral at the time or place of sale, Agent may sell the Collateral, or any part thereof, at public or private sale, at any time or place, in one or more sales, at such price or prices, and upon such terms, either for cash, credit or future delivery, as Agent may elect. Except as to that part of the Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Agent shall give Loan Parties reasonable notification of such sale or sales, it being agreed that in all events written notice mailed to Borrowing Agent at least ten (10) days prior to such sale or sales is reasonable notification. At any public sale Agent or any Lender may bid for and become the purchaser, and Agent, any Lender or any other purchaser at any such sale thereafter shall hold the Collateral sold absolutely free from any claim or right of whatsoever kind, including any equity of redemption and all such claims, rights and equities are hereby expressly waived and released by Loan Parties. In connection with the exercise of the foregoing remedies, including the sale of Inventory, Agent is granted a perpetual non-revocable, royalty-free, non-exclusive license and Agent is granted permission to use all of each Loan Party's (a) trademarks, trade styles, trade names, patents, patent applications, copyrights, service marks, licenses, franchises and other proprietary rights which are used or useful in connection with Inventory for the purpose of marketing, advertising for sale and selling or otherwise disposing of such Inventory and (b) Equipment for the purpose of completing the manufacture of unfinished goods. The cash proceeds realized from the sale of any Collateral shall be applied to the Obligations in the order set forth in Section 11.5 hereof. Non-cash proceeds will only be applied to the Obligations as they are converted into cash. If any deficiency shall arise, Loan Parties shall remain liable to Agent and Lenders therefor.

(b) To the extent that Applicable Law imposes duties on Agent to exercise remedies in a commercially reasonable manner, each Loan Party acknowledges and agrees that it is not commercially unreasonable for Agent (i) to fail to incur expenses reasonably deemed significant by Agent to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Customers or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Customers and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as any Loan Party, for expressions of interest in

acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure Agent against risks of loss, collection or disposition of Collateral or to provide to Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist Agent in the collection or disposition of any of the Collateral. Each Loan Party acknowledges that the purpose of this Section 11.1(b) is to provide non-exhaustive indications of what actions or omissions by Agent would not be commercially unreasonable in Agent's exercise of remedies against the Collateral and that other actions or omissions by Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 11.1(b). Without limitation upon the foregoing, nothing contained in this Section 11.1(b) shall be construed to grant any rights to any Loan Party or to impose any duties on Agent that would not have been granted or imposed by this Agreement or by Applicable Law in the absence of this Section 11.1(b).

11.2 Agent's Discretion.

Subject to Article XIV hereof, Agent shall have the right in its sole discretion to determine which rights, Liens, security interests or remedies Agent may at any time pursue, relinquish, subordinate, or modify or to take any other action with respect thereto and such determination will not in any way modify or affect any of Agent's or Lenders' rights hereunder.

11.3 Setoff.

Subject to Section 14.12, in addition to any other rights which Agent or any Lender may have under Applicable Law, upon the occurrence of an Event of Default hereunder, Agent and such Lender shall have a right, immediately and without notice of any kind, to apply any Loan Party's property held by Agent and such Lender to reduce the Obligations.

11.4 Rights and Remedies not Exclusive.

The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative.

11.5 Allocation of Payments.

Notwithstanding any other provisions of this Agreement to the contrary, after the occurrence and during the continuance of an Event of Default, all amounts collected or received by Agent on account of the Obligations (including without limitation any amounts on account of any Cash Management Liabilities or Hedge Liabilities) or any other amounts outstanding under

any of the Other Documents or in respect of the Collateral shall be paid over or delivered, as follows:

FIRST, to the payment of all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) of Agent in connection with enforcing its rights and the rights of Lenders under this Agreement and the Other Documents arising from, related to or connected with the Advances and any protective advances made by Agent with respect to the Collateral under or pursuant to the terms of this Agreement;

SECOND, to payment of any fees owed to Agent arising from, related to or connected with the Advances;

THIRD, to the payment of all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) of each of Lenders to the extent owing to such Lender pursuant to the terms of this Agreement arising from, related to or connected with the Advances or otherwise with respect to the Obligations arising from, related to or connected with the Advances owing to such Lender;

FOURTH, to the payment of all of the Obligations consisting of accrued fees and interest arising from, related to or connected with the Advances (other than Revolving B Advances);

FIFTH, to the payment of the outstanding principal amount of the Obligations (including Hedge Liabilities and Cash Management Liabilities) arising from, related to or connected with the Advances (other than Revolving B Advances) (including the payment or cash collateralization of any outstanding Letters of Credit);

SIXTH, to the payment of all of the Obligations consisting of accrued fees and interest arising from, related to or connected with the Revolving B Advances;

SEVENTH, to the payment of the outstanding principal amount of the Obligations arising from, related to or connected with the Revolving B Advances;

EIGHTH, to all other Obligations and other obligations which shall have become due and payable to the Lenders under the Other Documents or otherwise and not repaid pursuant to clauses "FIRST" through "SEVENTH" above; and

NINTH, to the payment of the surplus, if any, to whoever may be lawfully entitled to receive such surplus.

In carrying out the foregoing, (i) amounts received shall be applied in the numerical order provided until exhausted prior to application to the next succeeding category; (ii) each of Lenders shall receive (so long as it is not a Defaulting Lender) an amount equal to its pro rata share (based on the proportion that the then outstanding Advances, Cash Management Liabilities, and Hedge Liabilities held by such Lender bears to the aggregate then outstanding Advances, Cash Management Liabilities, and Hedge Liabilities, as the case may be) of amounts available to be applied pursuant to clauses "FOURTH", "FIFTH" and "EIGHTH" above; and (iii) to the extent that any amounts available for distribution pursuant to clause "FIFTH" above are

attributable to the issued but undrawn amount of outstanding Letters of Credit, such amounts shall be held by Agent in a cash collateral account and applied (A) first, to reimburse the Issuer from time to time for any drawings under such Letters of Credit and (B) then, following the expiration of all Letters of Credit, to all other obligations of the types described in clauses "FIFTH", "EIGHTH" and "NINTH" above in the manner provided in this Section 11.5. Notwithstanding anything to the contrary in this Section 11.5, no Swap Obligations of any Non-Qualifying Party shall be paid with amounts received from such Non-Qualifying Party under its Guaranty (including sums received as a result of the exercise of remedies with respect to such Guaranty) or from the proceeds of such Non-Qualifying Party's Collateral if such Swap Obligations would constitute Excluded Hedge Liabilities, provided, however, that to the extent possible appropriate adjustments shall be made with respect to payments and/or the proceeds of Collateral from other Borrowers and/or Guarantors that are Eligible Contract Participants with respect to such Swap Obligations to preserve the allocation to Obligations otherwise set forth above in this Section 11.5.

XII. WAIVERS AND JUDICIAL PROCEEDINGS.

12.1 Waiver of Notice.

Each Loan Party hereby waives notice of non-payment of any of the Receivables, demand, presentment, protest and notice thereof with respect to any and all instruments, notice of acceptance hereof, notice of loans or advances made, credit extended, Collateral received or delivered, or any other action taken in reliance hereon, and all other demands and notices of any description, except such as are expressly provided for herein.

12.2 Delay.

No delay or omission on Agent's or any Lender's part in exercising any right, remedy or option shall operate as a waiver of such or any other right, remedy or option or of any Default or Event of Default.

12.3 Jury Waiver.

EACH PARTY TO THIS AGREEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH, OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE AND EACH PARTY HEREBY CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS

WRITTEN EVIDENCE OF THE CONSENTS OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

XIII. EFFECTIVE DATE AND TERMINATION.

13.1 Term.

This Agreement, which shall inure to the benefit of and shall be binding upon the respective successors and permitted assigns of each Loan Party, Agent and each Lender, shall become effective on the date hereof and shall continue in full force and effect until the Termination Date (such period of time, the "Term") unless sooner terminated as herein provided. Borrowers may terminate this Agreement at any time upon payment in full of the Obligations as provided in Section 13.2 hereof. In the event the Obligations are paid in full (whether voluntary or involuntary, including after acceleration thereof, whether upon the occurrence of an Event of Default under Section 10.5 of this Agreement or otherwise) and the commitments hereunder are terminated, the obligations of Lenders to make Advances under this Agreement are terminated (whether as a result of an Event of Default under Section 10.5 of this Agreement or otherwise), or the Maximum Revolving A Advance Amount and the related aggregate Revolving A Commitments are permanently reduced pursuant to Section 2.27, in each case prior to the last day of the Term (the date of any such payment or permanent commitment reduction hereinafter referred to as an "Early Termination Date"), Borrowers shall concurrently pay to Agent for the benefit of Lenders with a Revolving A Commitment an early termination premium (the "Early Termination Premium") in an amount equal to (i) 0.50% of the Maximum Revolving A Advance Amount (or amount of permanent reduction thereof, as applicable) if the Early Termination Date occurs on or after the Second Amendment Effective Date to and including the date immediately preceding the first anniversary of the Second Amendment Effective Date, (ii) 0.25% of the Maximum Revolving A Advance Amount (or amount of permanent reduction thereof, as applicable) if the Early Termination Date occurs on or after the first anniversary of the Second Amendment Effective Date to and including the date immediately preceding the 18 month anniversary of the Second Amendment Effective Date, and (iii) zero if the Early Termination Date occurs on or after the 18 month anniversary of the Second Amendment Effective Date; provided, that (a) subject to the following clause (b), if the Early Termination Premium is required to be paid under this Section 13.1 in connection with a Change of Control, the applicable Early Termination Premium shall be reduced to an amount equal to (A) 0.25% if required to be paid under clause (i) above and (B) 0.00% if required to be paid under clause (ii) above, and (b) notwithstanding the foregoing, the applicable Early Termination Premium shall be reduced to zero in all cases if it is required to be paid under this Section 13.1 in connection with any transaction that refinances the Obligations and for which PNC acts as administrative agent (whether in connection with a Change of Control or otherwise). Payment of any Early Termination Premium hereunder constitutes liquidated damages and not a penalty. The actual amount of damages to Agent and the Lenders, or profits lost by Agent and the Lenders, as a result of any early prepayment would be impracticable and extremely difficult to ascertain, and the Early Termination Premium hereunder is provided by mutual agreement of the Borrowers, Agent and the Lenders as a reasonable estimation and calculation of such lost profits or damages of Agent and the Lenders and not a penalty. The Loan Parties acknowledge and agree that the Early Termination Premium described in this Section 13.1 represents the product of an arm's length transaction among sophisticated parties and constitutes a material inducement for the

Lenders to make the Loans and provide the Commitments hereunder. The Early Termination Premium provided for in this Section 13.1 shall be deemed included in the Obligations and secured by the Collateral.

13.2 Termination.

The termination of the Agreement shall not affect any Loan Party's, Agent's or any Lender's rights, or any of the Obligations having their inception prior to the effective date of such termination, and the provisions hereof shall continue to be fully operative until all transactions entered into, rights or interests created or Obligations have been fully and indefeasibly paid, disposed of, concluded or liquidated (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted). The security interests, Liens and rights granted to Agent and Lenders hereunder and the financing statements filed hereunder shall continue in full force and effect, notwithstanding the termination of this Agreement or the fact that Borrowers' Account may from time to time be temporarily in a zero or credit position, until all of the Obligations of Borrowers have been indefeasibly paid and performed in full after the termination of this Agreement or Loan Parties have furnished Agent and Lenders with an indemnification satisfactory to Agent and Lenders with respect thereto and Agent and Lenders have received a full release from the Loan Parties from all claims of the Loan Parties and their estates for any matters arising out of, relating to or in connection with this Agreement, the Other Documents or the Loan Parties. Accordingly, each Loan Party waives any rights which it may have under the Uniform Commercial Code to demand the filing of termination statements with respect to the Collateral, and Agent shall not be required to send such termination statements to any Loan Party, or to file them with any filing office, unless and until this Agreement shall have been terminated in accordance with its terms and all Obligations have been indefeasibly paid in full in immediately available funds and Agent and Lenders have received a full release from the Loan Parties from all claims of the Loan Parties and their estates for any matters arising out of, relating to or in connection with this Agreement and the Other Documents.

XIV. REGARDING AGENT.

14.1 Appointment.

Each Lender hereby designates PNC to act as Agent for such Lender under this Agreement and the Other Documents. Each Lender hereby irrevocably authorizes Agent to take such action on its behalf under the provisions of this Agreement and the Other Documents and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of Agent by the terms hereof and thereof and such other powers as are reasonably incidental thereto and Agent shall hold all Collateral, payments of principal and interest, fees (except the fees set forth in the Fee Letter as being for the sole benefit of Agent), charges and collections (without giving effect to any collection days) received pursuant to this Agreement, for the ratable benefit of Lenders. Agent may perform any of its duties hereunder by or through its agents or employees. As to any matters not expressly provided for by this Agreement (including collection of the Notes), Agent shall not be required to exercise any discretion or take any action, but shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Required

Lenders, and such instructions shall be binding; provided, however, that Agent shall not be required to take any action which exposes Agent to liability or which is contrary to this Agreement or the Other Documents or Applicable Law unless Agent is furnished with an indemnification reasonably satisfactory to Agent with respect thereto.

Without limiting the powers of the Agent, for the purposes of holding any hypothec granted to the Attorney (as defined below) pursuant to the laws of the Province of Québec to secure the prompt payment and performance of any and all Obligations by any Loan Party, each of the Lenders hereby irrevocably appoints and authorizes the Agent and, to the extent necessary, ratifies the appointment and authorization of the Agent, to act as the hypothecary representative of the creditors as contemplated under Article 2692 of the Civil Code of Québec (in such capacity, the "Attorney"), and to enter into, to take and to hold on their behalf, and for their benefit, any hypothec, and to exercise such powers and duties that are conferred upon the Attorney under any related deed of hypothec. The Attorney shall: (a) have the sole and exclusive right and authority to exercise, except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the Attorney pursuant to any such deed of hypothec and applicable law, and (b) benefit from and be subject to all provisions hereof with respect to the Agent mutatis mutandis, including, without limitation, all such provisions with respect to the liability or responsibility to and indemnification by the Lenders and Loan Parties. Any person who becomes a Lender shall, by its execution of an Commitment Transfer Supplement, be deemed to have consented to and confirmed the Attorney as the person acting as hypothecary representative holding the aforesaid hypothecs as aforesaid and to have ratified, as of the date it becomes a Lender, all actions taken by the Attorney in such capacity. The substitution of the Agent pursuant to the provisions of this Section 14 also constitute the substitution of the Attorney

14.2 Nature of Duties.

Agent shall have no duties or responsibilities except those expressly set forth in this Agreement and the Other Documents. Neither Agent nor any of its officers, directors, employees or agents shall be (i) liable for any action taken or omitted by them as such hereunder or in connection herewith, unless caused by their gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable judgment), or (ii) responsible in any manner for any recitals, statements, representations or warranties made by any Loan Party or any officer thereof contained in this Agreement, or in any of the Other Documents or in any certificate, report, statement or other document referred to or provided for in, or received by Agent under or in connection with, this Agreement or any of the Other Documents or for the value, validity, effectiveness, genuineness, due execution, enforceability or sufficiency of this Agreement, or any of the Other Documents or for any failure of any Loan Party to perform its obligations hereunder. Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any of the Other Documents, or to inspect the properties, books or records of any Loan Party. The duties of Agent as respects the Advances to Borrowers shall be mechanical and administrative in nature; Agent shall not have by reason of this Agreement a fiduciary relationship in respect of any Lender; and nothing in this Agreement, expressed or implied, is intended to or shall be so construed as to impose upon Agent any obligations in respect of this Agreement except as expressly set forth herein.

14.3 Lack of Reliance on Agent and Resignation.

Independently and without reliance upon Agent or any other Lender, each Lender has made and shall continue to make (i) its own independent investigation of the financial condition and affairs of each Loan Party in connection with the making and the continuance of the Advances hereunder and the taking or not taking of any action in connection herewith, and (ii) its own appraisal of the creditworthiness of each Loan Party. Agent shall have no duty or responsibility, either initially or on a continuing basis, to provide any Lender with any credit or other information with respect thereto, whether coming into its possession before making of the Advances or at any time or times thereafter except as shall be provided by any Loan Party pursuant to the terms hereof. Agent shall not be responsible to any Lender for any recitals, statements, information, representations or warranties herein or in any agreement, document, certificate or a statement delivered in connection with or for the execution, effectiveness, genuineness, validity, enforceability, collectability or sufficiency of this Agreement or any Other Document, or of the financial condition of any Loan Party, or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement, the Notes, the Other Documents or the financial condition of any Loan Party, or the existence of any Event of Default or any Default.

Agent may resign at any time on sixty (60) days' written notice to each of Lenders and Borrowing Agent and, upon such resignation, the Required Lenders will promptly designate a successor Agent reasonably satisfactory to Loan Parties.

Any such successor Agent shall succeed to the rights, powers and duties of Agent, and the term "Agent" shall mean such successor agent effective upon its appointment, and the former Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such former Agent. After any Agent's resignation as Agent, the provisions of this Article XIV shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement.

14.4 Certain Rights of Agent.

If Agent shall request instructions from Lenders with respect to any act or action (including failure to act) in connection with this Agreement or any Other Document, Agent shall be entitled to refrain from such act or taking such action unless and until Agent shall have received instructions from the Required Lenders; and Agent shall not incur liability to any Person by reason of so refraining. Without limiting the foregoing, Lenders shall not have any right of action whatsoever against Agent as a result of its acting or refraining from acting hereunder in accordance with the instructions of the Required Lenders.

14.5 Reliance.

Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, statement, certificate, telex, teletype or telecopier message, cablegram, order or other document or telephone message believed by it to be genuine and correct and to have been signed, sent or made by the proper person or entity, and, with respect to all legal matters pertaining to this Agreement and the Other Documents and its duties hereunder,

upon advice of counsel selected by it. Agent may employ agents and attorneys-in-fact and shall not be liable for the default or misconduct of any such agents or attorneys-in-fact selected by Agent with reasonable care.

14.6 Notice of Default.

Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder or under the Other Documents, unless Agent has received notice from a Lender or Borrowing Agent referring to this Agreement or the Other Documents, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that Agent receives such a notice, Agent shall give notice thereof to Lenders. Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders; provided, that, unless and until Agent shall have received such directions, Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of Lenders.

14.7 Indemnification.

To the extent Agent is not reimbursed and indemnified by Loan Parties, each Lender will reimburse and indemnify Agent in proportion to its respective portion of the Advances (or, if no Advances are outstanding, according to its Revolver Commitment Percentage), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against Agent in performing its duties hereunder, or in any way relating to or arising out of this Agreement or any Other Document; provided that Lenders shall not be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from Agent's gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final non-appealable judgment).

14.8 Agent in its Individual Capacity.

With respect to the obligation of Agent to lend under this Agreement, the Advances made by it shall have the same rights and powers hereunder as any other Lender and as if it were not performing the duties as Agent specified herein; and the term "Lender" or any similar term shall, unless the context clearly otherwise indicates, include Agent in its individual capacity as a Lender. Agent may engage in business with any Loan Party as if it were not performing the duties specified herein, and may accept fees and other consideration from any Loan Party for services in connection with this Agreement or otherwise without having to account for the same to Lenders.

14.9 Delivery of Documents.

To the extent Agent receives financial statements required under Sections 9.7, 9.8, 9.9, 9.12 and 9.13 or Borrowing Base Certificates from any Borrower pursuant to the terms of this Agreement which any Borrower is not obligated to deliver to each Lender, Agent will promptly furnish such documents and information to Lenders, subject to Section 16.15.

14.10 Borrowers' Undertaking to Agent.

Without prejudice to its obligations to Lenders under the other provisions of this Agreement, each Borrower hereby undertakes with Agent to pay to Agent from time to time on demand all amounts from time to time due and payable by it for the account of Agent or Lenders or any of them pursuant to this Agreement to the extent not already paid. Any payment made pursuant to any such demand shall *pro tanto* satisfy the relevant Borrower's obligations to make payments for the account of Lenders or the relevant one or more of them pursuant to this Agreement.

14.11 No Reliance on Agent's Customer Identification Program.

Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other obligations required or imposed under or pursuant to the USA PATRIOT Act or the regulations thereunder, including the regulations contained in 31 CFR 103.121 (as hereafter amended or replaced, the "CIP Regulations"), or any other Anti-Terrorism Law, including any programs involving any of the following items relating to or in connection with any Loan Party, its Affiliates or its agents, this Agreement, the Other Documents or the transactions hereunder or contemplated hereby: (1) any identity verification procedures, (2) any record-keeping, (3) comparisons with government lists, (4) customer notices or (5) other procedures required under the CIP Regulations or such other laws.

14.12 Other Agreements.

Each Lender agrees that it shall not, without the express consent of Agent, and that it shall, to the extent it is lawfully entitled to do so, upon the request of Agent, set off against the Obligations, any amounts owing by such Lender to any Loan Party or any deposit accounts of any Loan Party now or hereafter maintained with such Lender. Anything in this Agreement to the contrary notwithstanding, each Lender further agrees that it shall not, unless specifically requested to do so by Agent, take any action to protect or enforce its rights arising out of this Agreement or the Other Documents, it being the intent of Lenders that any such action to protect or enforce rights under this Agreement and the Other Documents shall be taken in concert and at the direction or with the consent of Agent or Required Lenders.

14.13 Collateral Matters.

(a) The Lenders hereby irrevocably authorize Agent to release any Lien on any Collateral (i) upon the termination of the Commitments and payment and satisfaction in full of all of the Obligations, (ii) constituting property being sold or disposed of if a release is required or desirable in connection therewith and if Borrowers certify to Agent that the sale or disposition is permitted hereunder (and Agent may rely conclusively on any such certificate, without further inquiry), (iii) constituting property leased or licensed to a Loan Party or its Subsidiaries under a lease or license that has expired or is terminated in a transaction permitted under this Agreement, or (iv) in connection with a credit bid or purchase authorized under this Section 14.13. The Loan Parties and the Lenders hereby irrevocably authorize Agent, based

upon the instruction of the Required Lenders, to (A) consent to the sale of, credit bid, or purchase (either directly or indirectly through one or more entities) all or any portion of the Collateral at any sale thereof conducted under the provisions of the Bankruptcy Code, including Section 363 of the Bankruptcy Code, (B) credit bid or purchase (either directly or indirectly through one or more entities) all or any portion of the Collateral at any sale or other disposition thereof conducted under the provisions of the Uniform Commercial Code, including pursuant to Sections 9-610 or 9-620 of the Uniform Commercial Code, or (C) credit bid or purchase (either directly or indirectly through one or more entities) all or any portion of the Collateral at any other sale or foreclosure conducted or consented to by Agent in accordance with applicable law in any judicial action or proceeding or by the exercise of any legal or equitable remedy. In connection with any such credit bid or purchase, (i) the Obligations owed to the Lenders shall be entitled to be, and shall be, credit bid on a ratable basis (with Obligations with respect to contingent or unliquidated claims being estimated for such purpose if the fixing or liquidation thereof would not impair or unduly delay the ability of Agent to credit bid or purchase at such sale or other disposition of the Collateral and, if such contingent or unliquidated claims cannot be estimated without impairing or unduly delaying the ability of Agent to credit bid at such sale or other disposition, then such claims shall be disregarded, not credit bid, and not entitled to any interest in the Collateral that is the subject of such credit bid or purchase) and the Lenders whose Obligations are credit bid shall be entitled to receive interests (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) in the Collateral that is the subject of such credit bid or purchase (or in the Equity Interests of the any entities that are used to consummate such credit bid or purchase), and (ii) Agent, based upon the instruction of the Required Lenders, may accept non-cash consideration, including debt and equity securities issued by any entities used to consummate such credit bid or purchase and in connection therewith Agent may reduce the Obligations owed to the Lenders (ratably based upon the proportion of their Obligations credit bid in relation to the aggregate amount of Obligations so credit bid) based upon the value of such non-cash consideration. Except as provided above, Agent will not execute and deliver a release of any Lien on any Collateral without the prior written authorization of (y) if the release is of all or substantially all of the Collateral (other than pursuant to a disposition of such Collateral consented to by Required Lenders), all of the Lenders or (z) otherwise, the Required Lenders. Upon request by Agent or Borrowers at any time, the Lenders will confirm in writing Agent's authority to release any such Liens on particular types or items of Collateral pursuant to this Section 14.13; provided, that (1) anything to the contrary contained in this Agreement or any of the Other Documents notwithstanding, Agent shall not be required to execute any document or take any action necessary to evidence such release on terms that, in Agent's opinion, could expose Agent to liability or create any obligation or entail any consequence other than the release of such Lien without recourse, representation, or warranty, and (2) such release shall not in any manner discharge, affect, or impair the Obligations or any Liens (other than those expressly released) upon (or obligations of Borrowers in respect of) any and all interests retained by any Borrower, including, the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

(b) Agent shall have no obligation whatsoever to any of the Lenders (i) to verify or assure that the Collateral exists or is owned by a Loan Party or any of its Subsidiaries or is cared for, protected, or insured or has been encumbered, (ii) to verify or assure that Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected, or enforced or are entitled to any particular priority, (iii) to verify or assure that any particular items of

Collateral meet the eligibility criteria applicable in respect thereof, (iv) to impose, maintain, increase, reduce, implement, or eliminate any particular reserve hereunder or to determine whether the amount of any reserve is appropriate or not, or (v) to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to Agent pursuant to this Agreement or any Other Documents, it being understood and agreed that in respect of the Collateral, or any act, omission, or event related thereto, subject to the terms and conditions contained herein, Agent may act in any manner it may deem appropriate, in its sole discretion given Agent's own interest in the Collateral in its capacity as one of the Lenders and that Agent shall have no other duty or liability whatsoever to any Lender as to any of the foregoing, except as otherwise expressly provided herein.

14.14 Field Examination Reports; Confidentiality; Disclaimers by Lenders; Other Reports and Information. By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that Agent furnish such Lender, promptly after it becomes available, a copy of each field examination report respecting any Loan Party or its Subsidiaries (each, a "Report") prepared by or at the request of Agent, and Agent shall so furnish each Lender with such Reports,

(b) expressly agrees and acknowledges that Agent does not (i) make any representation or warranty as to the accuracy of any Report, and (ii) shall not be liable for any information contained in any Report,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that Agent or any other party performing any field examination will inspect only specific information regarding the Loan Parties and their Subsidiaries and will rely significantly upon Loan Parties' and their Subsidiaries' books and records, as well as on representations of Loan Parties' personnel,

(d) agrees to keep all Reports and other material, non-public information regarding the Loan Parties and their Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 16.15, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold Agent and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to Loan Parties, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of Borrowers, and (ii) to pay and protect, and indemnify, defend and hold Agent, and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys' fees and costs) incurred by Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

In addition to the foregoing, (x) any Lender may from time to time request of Agent in writing that Agent provide to such Lender a copy of any report or document provided by any Loan Party or its Subsidiaries to Agent that has not been contemporaneously provided by such Loan Party or such Subsidiary to such Lender, and, upon receipt of such request, Agent promptly shall provide a copy of same to such Lender, (y) to the extent that Agent is entitled, under any provision of this Agreement or any Other Documents, to request additional reports or information from any Loan Party or its Subsidiaries, any Lender may, from time to time, reasonably request Agent to exercise such right as specified in such Lender's notice to Agent, whereupon Agent promptly shall request of Borrowers the additional reports or information reasonably specified by such Lender, and, upon receipt thereof from such Loan Party or such Subsidiary, Agent promptly shall provide a copy of same to such Lender, and (z) any time that Agent renders to Borrowers a statement regarding the loan account, Agent shall send a copy of such statement to each Lender.

14.15 Several Obligations; No Liability. Notwithstanding that certain of the Other Documents now or hereafter may have been or will be executed only by or in favor of Agent in its capacity as such, and not by or in favor of the Lenders, any and all obligations on the part of Agent (if any) to make any credit available hereunder shall constitute the several (and not joint) obligations of the respective Lenders on a ratable basis, according to their respective Revolving Commitments, to make an amount of such credit not to exceed, in principal amount, at any one time outstanding, the amount of their respective Revolving Commitments. Nothing contained herein shall confer upon any Lender any interest in, or subject any Lender to any liability for, or in respect of, the business, assets, profits, losses, or liabilities of any other Lender. Each Lender shall be solely responsible for notifying its participants of any matters relating to this Agreement and the Other Documents to the extent any such notice may be required, and no Lender shall have any obligation, duty, or liability to any participant of any other Lender.

14.16 Bank Product Providers. Each Secured Party that provides Cash Management Products and Services, Lender-Provided Interest Rate Hedges or Lender-Provided Foreign Currency Hedges (each a "Bank Product Provider") in its capacity as such shall be deemed a third party beneficiary hereof and of the provisions of the Other Documents for purposes of any reference in this Agreement or any Other Document to the parties for whom Agent is acting. Agent hereby agrees to act as agent for such Bank Product Provider and, by virtue of entering into an agreement or arrangement to provide Cash Management Products and Services, Lender-Provided Foreign Currency Hedges, or Lender-Provided Interest Rate Hedges, the applicable Bank Product Provider shall be automatically deemed to have appointed Agent as its agent and to have accepted the benefits of this Agreement and the Other Documents. It is understood and agreed that the rights and benefits of each Bank Product Provider under this Agreement and the Other Documents consist exclusively of such Bank Product Provider's being a beneficiary of the Liens and security interests (and, if applicable, guarantees) granted to Agent and the right to share in payments and collections out of the Collateral as more fully set forth herein. In addition, each Bank Product Provider, by virtue of entering into an agreement or arrangement to provide Cash Management Products and Services, Lender-Provided Foreign Currency Hedges, or Lender-Provided Interest Rate Hedges, shall be automatically deemed to have agreed that Agent shall have the right, but shall have no obligation, to establish, maintain, relax, or release reserves in respect of the Cash Management Liabilities and Interest Rate Hedge Liabilities and that if reserves are established there is no obligation on the part of Agent to determine or insure whether the amount of any such reserve is appropriate or not. Notwithstanding anything to the contrary in

this Agreement or any Other Document, no provider or holder of any Cash Management Products and Services, Lender-Provided Interest Rate Hedges or Lender-Provided Foreign Currency Hedges shall have any voting or approval rights hereunder (or be deemed a Lender) solely by virtue of its status as the provider or holder of such agreements or products or the Obligations owing thereunder, nor shall the consent of any such provider or holder be required (other than in their capacities as Lenders, to the extent applicable) for any matter hereunder or under any of the Other Documents, including as to any matter relating to the Collateral or the release of Collateral or Guarantors.

XV. BORROWING AGENCY.

15.1 Borrowing Agency Provisions.

(a) Each Borrower hereby irrevocably designates Borrowing Agent to be its attorney and agent and in such capacity to borrow, sign and endorse notes, and execute and deliver all instruments, documents, writings and further assurances now or hereafter required hereunder, on behalf of such Borrower or Borrowers, and hereby authorizes Agent to pay over or credit all loan proceeds hereunder in accordance with the request of Borrowing Agent.

(b) The handling of this credit facility as a co-borrowing facility with a borrowing agent in the manner set forth in this Agreement is solely as an accommodation to Borrowers and at their request. Neither Agent nor any Lender shall incur liability to Borrowers as a result thereof. To induce Agent and Lenders to do so and in consideration thereof, each Borrower hereby indemnifies Agent and each Lender and holds Agent and each Lender harmless from and against any and all liabilities, expenses, losses, damages and claims of damage or injury asserted against Agent or any Lender by any Person arising from or incurred by reason of the handling of the financing arrangements of Borrowers as provided herein, reliance by Agent or any Lender on any request or instruction from Borrowing Agent or any other action taken by Agent or any Lender with respect to this Section 15.1 except due to willful misconduct or gross negligence by the indemnified party (as determined by a court of competent jurisdiction in a final and non-appealable judgment).

(c) All Borrowers shall be jointly and severally liable for all amounts due to Agent and Lenders under this Agreement and the Other Documents, regardless of which Borrower actually receives the Advances or other financial accommodations hereunder or the amount of such Advances or financial accommodations received or the manner in which Agent and Lenders account for such Advances or financial accommodations on its books and records. The Obligations shall be primary obligations of all Borrowers. The Obligations arising as a result of the joint and several liability of a Borrower shall, to the fullest extent permitted by law, be unconditional irrespective of (i) the validity or enforceability, avoidance or subordination of the Obligations of the other Borrowers or of any promissory note or other document evidencing all or any part of the Obligations of the other Borrowers, (ii) the absence of any attempt to collect the Obligations from the other Borrowers or any other security therefor, or the absence of any other action to enforce the same, (iii) the waiver, consent, extension, forbearance or granting of any indulgence by Agent or Lenders with respect to any provisions of any instrument evidencing the Obligations of the other Borrowers, or any part thereof, or any other agreement now or hereafter executed by the other Borrowers and delivered to Agent, for itself and on behalf of

Lenders, except to the extent such waiver, consent, extension, forbearance or granting of any indulgence explicitly is effective with respect to such Borrower, (iv) the failure by Agent or Lenders to take any steps to perfect and maintain its security interest in, or to preserve its rights and maintain its security or collateral for the Obligations of the other Borrowers, (v) the election of Agent or Lenders in any proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b)(2) of the Bankruptcy Code, (vi) the disallowance of all or any portion of the claim(s) of Agent or Lenders for the repayment of the Obligations of the other Borrowers under Section 502 of the Bankruptcy Code, or (vii) any other circumstances which might constitute a legal or equitable discharge or defense of the other Borrowers other than payment in full of the Obligations. With respect to the Obligations arising as a result of the joint and several liability of a Borrower, each Borrower waives, until payment in full of the Obligations and this Agreement, any right to enforce any right of subrogation or any remedy which Agent or Lenders now has or may hereafter have against Borrowers, any endorser or any guarantor of all or any part of the Obligations, and any benefit of, and any right to participate in, any security or collateral given to Agent and Lenders. Upon any Event of Default and for so long as the same is continuing, Agent and Lenders may proceed directly and at once, without notice, against any Borrower to collect and recover the full amount, or any portion of the Obligations, without first proceeding against the other Borrowers or any other Person, or against any security or collateral for the Obligations. Each Borrower consents and agrees that Agent and Lenders shall be under no obligation to marshal any assets in favor of Borrower(s) or against or in payment of any or all of the Obligations.

(d) Each Borrower expressly subordinates any and all rights of subrogation, reimbursement, indemnity, exoneration, contribution of any other claim which such Borrower may now or hereafter have against the other Borrowers or other Person directly or contingently liable for the Obligations hereunder, or against or with respect to the other Borrowers' property (including, without limitation, any property which is Collateral for the Obligations), arising from the existence or performance of this Agreement until payment in full of the Obligations.

(e) Each Borrower expressly subordinates all rights that it may have now or in the future under any statute, at common law, in equity or otherwise, to compel Agent or Lenders to marshal assets or to proceed against any Loan Party, other Person or security for the payment or performance of any Obligations before, or as a condition to, proceeding against such Borrower. It is agreed among each Borrower, Agent and Lenders that the provisions of this Section are of the essence of the transaction contemplated by this Agreement and the Other Documents and that, but for such provisions, Agent and Lenders would decline to make Advances and issue Letters of Credit.

(f) Agent and Lenders may, in their discretion, pursue such rights and remedies as they deem appropriate, including realization upon Collateral by judicial foreclosure or nonjudicial sale or enforcement, without affecting any rights and remedies under this Agreement and the Other Documents . If, in the exercise of any rights or remedies, Agent or any Lender shall forfeit any of its rights or remedies, including its right to enter a deficiency judgment against any Loan Party, whether because of any Applicable Laws pertaining to "election of remedies" or otherwise, each Borrower consents to such action by Agent or such Lender and waives (to the extent permitted by Applicable Law) any claim based upon such action, even if the action may result in loss of any rights of subrogation that any Borrower might

otherwise have had but for such action. Any election of remedies that results in denial or impairment of the right of Agent or any Lender to seek a deficiency judgment against any Borrower shall not impair any other Borrower's obligation to pay the full amount of the Obligations. Each Borrower waives all rights and defenses arising out of an election of remedies, such as nonjudicial foreclosure with respect to any security for the Obligations, even though that election of remedies destroys such Borrower's rights of subrogation against any other Person. If Agent bids at any foreclosure or trustee's sale or at any private sale, Agent may bid all or a portion (in Agent's discretion) of the Obligations and the amount of such bid need not be paid by Agent but shall be credited against the Obligations. Subject to Applicable Law, the amount of the successful bid at any such sale, whether Agent or any other Person is the successful bidder, shall be conclusively deemed to be commercially reasonable, and the difference between such bid amount and the remaining balance of the Obligations shall be conclusively deemed to be the amount of such Borrower's Obligations to Agent and Lenders, notwithstanding that any present or future law or court decision may have the effect of reducing the amount of any deficiency claim to which Agent or any Lender might otherwise be entitled but for such bidding at any such sale.

(g) Notwithstanding any other provision of this Section 15, the joint and several liability of each Borrower hereunder shall be limited to a maximum amount as would not, after giving effect to such maximum amount, render its obligations hereunder subject to avoidance under Section 548 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or comparable law. In determining the limitations, if any, on the amount of any Borrower's obligations hereunder pursuant to the preceding sentence, it is the intention of the parties hereto that any rights of subrogation, indemnification or contribution which such Borrower may have under this Section 15, any other agreement or applicable law shall be taken into account. Subject to the restrictions, limitations and other terms of this Agreement, each Borrower hereby agrees that to the extent that a Borrower shall have paid more than its proportionate share of any payment made hereunder, such Borrower shall be entitled to seek and receive contribution from and against any other Borrower hereunder which has not paid its proportionate share of such payment.

15.2 Waiver of Subrogation.

Each Borrower expressly waives any and all rights of subrogation, reimbursement, indemnity, exoneration, contribution of any other claim which such Borrower may now or hereafter have against the other Borrowers or other Person directly or contingently liable for the Obligations hereunder, or against or with respect to the other Borrowers' property (including, without limitation, any property which is Collateral for the Obligations), arising from the existence or performance of this Agreement, until termination of this Agreement and repayment in full of the Obligations.

XVI. MISCELLANEOUS.

16.1 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New

York. Any judicial proceeding brought by or against any Loan Party with respect to any of the Obligations, this Agreement, the Other Documents or any related agreement (unless and except to the extent expressly provided otherwise in any such Other Document) may and will be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, each Loan Party accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Loan Party hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to Borrowing Agent at its address set forth in Section 16.6 and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America, or, at Agent's option, by service upon Borrowing Agent which each Loan Party irrevocably appoints as such Loan Party's Agent for the purpose of accepting service within the State of New York. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against any Loan Party in the courts of any other jurisdiction. Each Loan Party waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Each Loan Party waives the right to remove any judicial proceeding brought against such Loan Party in any state court to any federal court.

16.2 Entire Understanding.

(a) This Agreement and the documents executed concurrently herewith contain the entire understanding between each Loan Party, Agent and each Lender and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. Any promises, representations, warranties or guarantees not herein contained and hereinafter made shall have no force and effect unless in writing, signed by each Loan Party's, Agent's and each Lender's respective officers. Neither this Agreement nor any portion or provisions hereof may be changed, modified, amended, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing, or in any manner other than by an agreement in writing, signed by the party to be charged. Each Loan Party acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the documents executed concurrently herewith and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(b) The Required Lenders, Agent with the consent in writing of the Required Lenders, and Loan Parties may, subject to the provisions of this Section 16.2(b), from time to time enter into written supplemental agreements to this Agreement or the Other Documents executed by Loan Parties, for the purpose of adding or deleting any provisions or otherwise changing, varying or waiving in any manner the rights of Lenders, Agent or Loan Parties thereunder or the conditions, provisions or terms thereof or waiving any Event of Default thereunder, but only to the extent specified in such written agreements; provided, however, that no such supplemental agreement shall:

(i) increase the Revolver Commitment Percentage or the maximum dollar commitment of any Lender, without the consent of each Lender directly affected thereby (including, if applicable, any Defaulting Lender);

(ii) except in connection with any increase pursuant to Section 2.25, increase the Maximum Revolving Advance Amount without the consent of each Lender;

(iii) extend the maturity of any Note or the due date for any amount payable hereunder, or decrease the rate of interest or reduce any fee payable by Loan Parties to Lenders pursuant to this Agreement without the consent of each Lender directly affected thereby (including, if applicable, any Defaulting Lender) (except that Required Lenders may elect to waive or rescind any imposition of the Default Rate under Section 3.1 or of default rates of Letter of Credit fees under Section 3.2 (unless imposed by Agent));

(iv) alter the definition of the term Required Lenders or alter, amend or modify this Section 16.2(b) without the consent of each Lender;

(v) change the rights and duties of Agent without the consent of each Lender;

(vi) except as permitted by Section 14.13, release all or substantially all of the Collateral without the consent of all Lenders;

(vii) other than in connection with a liquidation, dissolution or disposition of a Loan Party permitted by the terms hereof or otherwise consented to by Required Lenders or the payment in full of the Obligations, release any Loan Party from its liability for the Obligations without the consent of all of the Lenders; or

(viii) increase the Advance Rates above the Advance Rates in effect on the Closing Date without the consent of all Lenders.

Notwithstanding the foregoing:

(i) No amendment, waiver, modification, elimination, or consent shall amend, modify, or waive any provision of this Agreement or the Other Documents pertaining to Issuer, or any other rights or duties of Issuer under this Agreement or the Other Documents, without the written consent of Issuer, Agent, Borrowers and the Required Lenders;

(ii) No amendment, waiver, modification, elimination, or consent shall amend, modify, or waive any provision of this Agreement or the Other Documents pertaining to Swing Loan Lender, or any other rights or duties of Swing Loan Lender under this Agreement or the Other Documents, without the written consent of Swing Loan Lender, Agent, Borrowers and the Required Lenders;

(iii) No amendment, waiver, modification, elimination, or consent shall amend, modify, or waive any provision of this Agreement or the Other Documents

pertaining to Agent, or any other rights or duties of Agent under this Agreement or the Other Documents, without the written consent of Agent, Borrowers and the Required Lenders;

(iv) Anything in this Section 16.2(b) to the contrary notwithstanding, (i) any amendment, modification, elimination, waiver, consent, termination, or release of, or with respect to, any provision of this Agreement or any Other Document that relates only to the relationship of the Lenders among themselves, and that does not affect the rights or obligations of any Loan Party, shall not require consent by or the agreement of any Loan Party, and (ii) any amendment, waiver, modification, elimination, or consent of or with respect to any provision of this Agreement or any Other Document may be entered into without the consent of, or over the objection of, any Defaulting Lender; and

(v) The Fee Letter may only be amended with the consent of Agent and Borrowers (it being understood that no Lender's consent shall be required).

(c) Any such supplemental agreement shall apply equally to each Lender and shall be binding upon Loan Parties who are a party to any such agreement, Lenders and Agent and all future holders of the Obligations. In the case of any waiver, Loan Parties, Agent and Lenders shall be restored to their former positions and rights, and any Event of Default waived shall be deemed to be cured and not continuing, but no waiver of a specific Event of Default shall extend to any subsequent Event of Default (whether or not the subsequent Event of Default is the same as the Event of Default which was waived), or impair any right consequent thereon.

(d) In the event that Agent requests the consent of a Lender pursuant to this Section 16.2 and such consent is denied, then PNC may, at its option, require such Lender to assign its interest in the Advances to PNC or to another Lender or to any other Person designated by Agent (the "Designated Lender"), for a price equal to (i) the then outstanding principal amount thereof *plus* (ii) accrued and unpaid interest and fees due such Lender, which interest and fees shall be paid when collected from Borrowers. In the event PNC elects to require any Lender to assign its interest to PNC or to the Designated Lender, PNC will so notify such Lender in writing within forty five (45) days following such Lender's denial, and such Lender will assign its interest to PNC or the Designated Lender no later than five (5) days following receipt of such notice pursuant to a Commitment Transfer Supplement executed by such Lender, PNC or the Designated Lender, as appropriate, and Agent.

(e) Notwithstanding (a) the existence of a Default or an Event of Default, (b) that any of the other applicable conditions precedent set forth in Section 8.2 hereof have not been satisfied or (c) any other provision of this Agreement, Agent may at its discretion and without the consent of the Required Lenders (but subject to the Required Lenders not having notified the Agent that it shall no longer make such Advances), voluntarily permit the sum of the outstanding Revolving A Advances, the outstanding Swing Loans and the Maximum Undrawn Amount at any time to exceed the Formula Amount by up to five percent (5%) of the Gross Formula Amount (or such greater amount as shall be consented to by Required Lenders) for up to sixty (60) consecutive Business Days (or such longer period as shall be consented to by Required Lenders) (the "Out-of-Formula Loans"); provided, that, such outstanding Advances do not exceed the Maximum Revolving A Advance Amount. If Agent is willing in its sole and

absolute discretion to make such Out-of-Formula Loans, such Out-of-Formula Loans shall be payable on demand and shall bear interest at the Default Rate for Revolving A Advances consisting of Domestic Rate Loans; provided that, if Lenders do make Out-of-Formula Loans, neither Agent nor Lenders shall be deemed thereby to have changed the limits of Section 2.1(a). For purposes of this paragraph, the discretion granted to Agent hereunder shall not preclude involuntary overadvances that may result from time to time due to the fact that the Formula Amount was unintentionally exceeded for any reason, including, but not limited to, Collateral previously deemed to be "Eligible Receivables" or "Eligible Inventory", as applicable, becomes ineligible, collections of Receivables applied to reduce outstanding Revolving A Advances or outstanding Swing Loans are thereafter returned for insufficient funds or overadvances are made to protect or preserve the Collateral. In the event Agent involuntarily permits the outstanding Revolving A Advances, the outstanding Swing Loans and the Maximum Undrawn Amount to exceed the Formula Amount by more than five percent (5%) of the Gross Formula Amount, Agent shall use its efforts to have Borrowers decrease such excess in as expeditious a manner as is practicable under the circumstances and not inconsistent with the reason for such excess. Revolving A Advances made after Agent has determined the existence of involuntary overadvances shall be deemed to be involuntary overadvances and shall be decreased in accordance with the preceding sentence.

(f) In addition to (and not in substitution of) the discretionary Revolving A Advances permitted above in this Section 16.2, the Agent, and PNC with respect to Swing Loans, is hereby authorized by Borrowers and the Lenders, from time to time in the Agent's sole discretion, (A) after the occurrence and during the continuation of a Default or an Event of Default, or (B) at any time that any of the other applicable conditions precedent set forth in Section 8.2 hereof have not been satisfied, to make Revolving A Advances and/or Swing Loans to Borrowers on behalf of the Lenders which the Agent, in its reasonable business judgment, deems necessary or desirable (a) to preserve or protect the Collateral, or any portion thereof, (b) to enhance the likelihood of, or maximize the amount of, repayment of the Advances and other Obligations, or (c) to pay any other amount chargeable to Borrowers pursuant to the terms of this Agreement; provided, that at any time after giving effect to any such Revolving A Advances and/or Swing Loans the outstanding Revolving A Advances and the outstanding Swing Loans do not exceed (unless Required Lenders otherwise agree) the lesser of (i) one hundred and five percent (105%) of the Formula Amount and (ii) the Maximum Revolving A Advance Amount.

16.3 Successors and Assigns; Participations; New Lenders.

(a) This Agreement shall be binding upon and inure to the benefit of Loan Parties, Agent, each Lender, all future holders of the Obligations, and their respective successors and permitted assigns, except that no Loan Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

(b) Subject to subsections (c) and (d) below, each Loan Party acknowledges that in the regular course of commercial banking business one or more Lenders may at any time and from time to time sell participating interests in the Advances (other than Swing Loans) to other financial institutions (each such transferee or purchaser of a participating interest, a "Participant"). Each Participant may exercise all rights of payment (including rights of set-off)

with respect to the portion of such Advances held by it or other Obligations payable hereunder as fully as if such Participant were the direct holder thereof provided no Borrower shall be required to pay to any Participant more than the amount which it would have been required to pay to Lender which granted an interest in its Advances (other than Swing Loans) or other Obligations payable hereunder to such Participant had such Lender retained such interest in the Advances (other than Swing Loans) hereunder or other Obligations payable hereunder and in no event shall any Borrower be required to pay any such amount arising from the same circumstances and with respect to the same Advances or other Obligations payable hereunder to both such Lender and such Participant. Each Loan Party hereby grants to any Participant a continuing security interest in any deposits, moneys or other property actually or constructively held by such Participant as security for the Participant's interest in the Advances (other than Swing Loans). Each Lender granting a participation shall, as a non-fiduciary agent of the Borrowers, maintain a register as to each participation containing information similar to that of the Register. No participation shall be transferred except as recorded in such participation register

(c) Any Lender, with the consent of Agent and, so long as no Event of Default has occurred and is continuing, the Borrowers, in each case which shall not be unreasonably withheld or delayed, may sell, assign or transfer all or any part of its rights and obligations under or relating to Revolving Advances under this Agreement and the Other Documents to one or more additional banks or financial institutions and one or more additional banks or financial institutions may commit to make Advances (other than Swing Loans) hereunder (each a "Purchasing Lender"), in minimum amounts of not less than Five Million and 00/100 Dollars ($5,000,000.00), pursuant to a Commitment Transfer Supplement, executed by a Purchasing Lender, the transferor Lender, and Agent and delivered to Agent for recording. Upon such execution, delivery, acceptance and recording, from and after the transfer effective date determined pursuant to such Commitment Transfer Supplement, (i) Purchasing Lender thereunder shall be a party hereto and, to the extent provided in such Commitment Transfer Supplement, have the rights and obligations of a Lender thereunder with a Revolver Commitment Percentage, as set forth therein and (ii) the transferor Lender thereunder shall, to the extent provided in such Commitment Transfer Supplement, be released from its obligations under this Agreement, the Commitment Transfer Supplement creating a novation for that purpose. Such Commitment Transfer Supplement shall be deemed to amend this Agreement to the extent, and only to the extent, necessary to reflect the addition of such Purchasing Lender and the resulting adjustment of the Revolver Commitment Percentage arising from the purchase by such Purchasing Lender of all or a portion of the rights and obligations of such transferor Lender under this Agreement and the Other Documents. Subject to the foregoing, each Loan Party hereby (i) consents to the addition of such Purchasing Lender and the resulting adjustment of the Revolver Commitment Percentage arising from the purchase by such Purchasing Lender of all or a portion of the rights and obligations of such transferor Lender under this Agreement and the Other Documents and (ii) agrees to execute and deliver such further documents and do such further acts and things in order to effectuate the foregoing.

(d) Any Lender, with the consent of Agent and, so long as no Event of Default has occurred and is continuing, the Borrowers, in each case which shall not be unreasonably withheld or delayed, may directly or indirectly sell, assign or transfer all or any portion of its rights and obligations under or relating to Revolving Advances under this Agreement and the Other Documents to an entity, whether a corporation, partnership, trust, limited liability company

or other entity that (i) is engaged in making, purchasing, holding or otherwise investing in bank loans and similar extensions of credit in the ordinary course of its business and (ii) is administered, serviced or managed by the assigning Lender or an Affiliate of such Lender (a "Purchasing CLO" and together with each Participant and Purchasing Lender, each a "Transferee" and collectively the "Transferees"), pursuant to a Commitment Transfer Supplement modified as appropriate to reflect the interest being assigned ("Modified Commitment Transfer Supplement"), executed by any intermediate purchaser, the Purchasing CLO, the transferor Lender, and Agent as appropriate and delivered to Agent for recording. Upon such execution and delivery, from and after the transfer effective date determined pursuant to such Modified Commitment Transfer Supplement, (i) the Purchasing CLO thereunder shall be a party hereto and, to the extent provided in such Modified Commitment Transfer Supplement, have the rights and obligations of a Lender thereunder and (ii) the transferor Lender thereunder shall, to the extent provided in such Modified Commitment Transfer Supplement, be released from its obligations under this Agreement, the Modified Commitment Transfer Supplement creating a novation for that purpose. Such Modified Commitment Transfer Supplement shall be deemed to amend this Agreement to the extent, and only to the extent, necessary to reflect the addition of such Purchasing CLO. Subject to the foregoing, each Loan Party hereby (i) consents to the addition of such Purchasing CLO and (ii) agrees to execute and deliver such further documents and do such further acts and things in order to effectuate the foregoing.

(e) Agent, or a non-fiduciary agent of the Borrowers, shall maintain at its address a copy of each Commitment Transfer Supplement and Modified Commitment Transfer Supplement delivered to it and a register (the "Register") for the recordation of the names and addresses of each Lender and the outstanding principal, accrued and unpaid interest and other fees due hereunder. The entries in the Register shall be conclusive, in the absence of manifest error, and each Borrower, Agent and Lenders may treat each Person whose name is recorded in the Register as the owner of the Advance recorded therein for the purposes of this Agreement. The Register shall be available for inspection by Borrowing Agent or any Lender at any reasonable time and from time to time upon reasonable prior notice. Agent shall receive a fee in the amount of Three Thousand Five Hundred and 00/100 Dollars ($3,500.00) payable by the applicable Purchasing Lender and/or Purchasing CLO upon the effective date of each transfer or assignment (other than to an intermediate purchaser) to such Purchasing Lender and/or Purchasing CLO.

(f) Each Loan Party authorizes each Lender, subject to Section 16.15 hereof, to disclose to any Transferee and any prospective Transferee any and all financial information in such Lender's possession concerning such Loan Party which has been delivered to such Lender by or on behalf of such Loan Party pursuant to this Agreement or in connection with such Lender's credit evaluation of such Loan Party.

(g) Notwithstanding anything to the contrary contained in this Agreement, any Lender may at any time and from time to time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(h) Any transfer or assignment made in violation of this Section 16.3 will be null and void.

(i) For the avoidance of doubt, any participation or sub-participation of the Revolving B Advances made to an Affiliate of a Loan Party in accordance with this Section 16.3 and, with respect to any sub-participation, the applicable participation agreement, shall be permitted under this Agreement.

16.4 Application of Payments.

Agent shall have the continuing and exclusive right to apply or reverse and re-apply any payment and any and all proceeds of Collateral to any portion of the Obligations. To the extent that any Loan Party makes a payment or Agent or any Lender receives any payment or proceeds of the Collateral for any Loan Party's benefit, which are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, debtor in possession, receiver, custodian or any other party under any bankruptcy law, common law or equitable cause, then, to such extent, the Obligations or part thereof intended to be satisfied shall be revived and continue as if such payment or proceeds had not been received by Agent or such Lender.

16.5 Indemnity.

Each Loan Party shall indemnify Agent, each Lender and each of their respective officers, directors, Affiliates, attorneys, employees and agents from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever (including reasonable fees and disbursements of counsel) which may be imposed on, incurred by, or asserted against Agent or any Lender in any claim, litigation, proceeding or investigation instituted or conducted by any Governmental Body or instrumentality or any other Person with respect to any aspect of, or any transaction contemplated by, or referred to in, or any matter related to, this Agreement or the Other Documents, whether or not Agent or any Lender is a party thereto, except to the extent that any of the foregoing arises out of the gross negligence or willful misconduct of the party being indemnified (as determined by a court of competent jurisdiction in a final and non-appealable judgment). Without limiting the generality of the foregoing, this indemnity shall extend to any liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses and disbursements of any kind or nature whatsoever (including reasonable fees and disbursements of counsel) asserted against or incurred by any of the indemnitees described above in this Section 16.5 by any Person under any Environmental Laws or similar laws by reason of any Loan Party's or any other Person's failure to comply with laws applicable to solid or hazardous waste materials, including Hazardous Materials, or other toxic substances. Additionally, if any stamp, court or documentation, intangible, transfer, recording, filing or similar Taxes (excluding Taxes that are Other Connection Taxes imposed with respect to an assignment (other than assignment made at the request of any Loan Party) shall be payable by Agent, Lenders or Loan Parties on account of the execution or delivery of this Agreement, or the execution, delivery, issuance or recording of any of the Other Documents, or the creation or repayment of any of the Obligations hereunder, by reason of any Applicable Law now or hereafter in effect, Loan Parties will pay (or will promptly reimburse Agent and Lenders for payment of) all such Taxes, including interest

and penalties thereon, and will indemnify and hold the indemnitees described above in this Section 16.5 harmless from and against all liability in connection therewith.

16.6 Notice.

Any notice or request hereunder may be given to Borrowing Agent or any Loan Party or to Agent or any Lender at their respective addresses set forth below or at such other address as may hereafter be specified in a notice designated as a notice of change of address under this Section 16.6. Any notice, request, demand, direction or other communication (for purposes of this Section 16.6 only, a "Notice") to be given to or made upon any party hereto under any provision of this Credit Agreement shall be given or made by telephone or in writing (which includes by means of electronic transmission (i.e., "e-mail") or facsimile transmission or by setting forth such Notice on a site on the World Wide Web (a "Website Posting") if Notice of such Website Posting (including the information necessary to access such site) has previously been delivered to the applicable parties hereto by another means set forth in this Section 16.6) in accordance with this Section 16.6. Any such Notice must be delivered to the applicable parties hereto at the addresses and numbers set forth under their respective names on Section 16.6 hereof or in accordance with any subsequent unrevoked Notice from any such party that is given in accordance with this Section 16.6. Any Notice shall be effective:

(a) In the case of hand-delivery, when delivered;

(b) If given by mail, four days after such Notice is deposited with the United States Postal Service, with first-class postage prepaid, return receipt requested;

(c) In the case of a telephonic Notice, when a party is contacted by telephone, if delivery of such telephonic Notice is confirmed no later than the next Business Day by hand delivery, a facsimile or electronic transmission, a Website Posting or an overnight courier delivery of a confirmatory Notice (received at or before noon on such next Business Day);

(d) In the case of a facsimile transmission, when sent to the applicable party's facsimile machine's telephone number, if the party sending such Notice receives confirmation of the delivery thereof from its own facsimile machine;

(e) In the case of electronic transmission, when actually received;

(f) In the case of a Website Posting, upon delivery of a Notice of such posting (including the information necessary to access such site) by another means set forth in this Section 16.6; and

(g) If given by any other means (including by overnight courier), when actually received.

Any Lender giving a Notice to Borrowing Agent or any Loan Party shall concurrently send a copy thereof to Agent, and Agent shall promptly notify the other Lenders of its receipt of such Notice.

(A) If to Agent or PNC at:

PNC Bank, National Association
200 South Wacker Drive, Suite 600
Chicago, Illinois 60606
Attention: Account Manager – A. M. Castle
Telephone: (312) 454-2935
Facsimile: (312) 454-2919

with a copy to:

Goldberg Kohn Ltd.
55 East Monroe, Suite 3300
Chicago, Illinois 60603
Attention: Jeffrey Dunlop, Esq.
Telephone: (312) 201-4000
Facsimile: (312) 863-7831

(B) If to a Lender other than Agent, as specified on the signature pages hereof.

(C) If to Borrowing Agent or any Loan Party:
A. M. Castle & Co.
1420 Kensington Road
Suite 220
Oakbrook, IL 60523
Attention: Jeremy Steele
Telephone: (847) 349-2413
Facsimile: (630) 390-7417

with a copy to:

McDermott Will & Emery LLP
444 West Lake Street, Suite 4000
Chicago, IL 60606-0029
Attention: George M. Houhanisin, Esq.
Telephone: (312) 984-3367
Facsimile: (312) 276-9539

16.7 Survival.

The obligations of Loan Parties under Sections 2.2(f), 3.8, 3.9, 3.10, 3.11, 4.15(g), 16.5 and 16.9, and the obligations of Agent and Lenders under Sections 14.7 and 16.15 shall survive termination of this Agreement and the Other Documents and payment in full of the Obligations.

16.8 Severability.

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

16.9 Expenses.

Borrowers shall pay (i) all reasonable out-of-pocket expenses incurred by Agent and its Affiliates (including the reasonable fees, charges and disbursements of counsel for Agent), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the Other Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder, (iii) all reasonable out-of-pocket expenses incurred by Agent, any Lender or Issuer (including the reasonable fees, charges and disbursements of any counsel for Agent, any Lender or Issuer), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the Other Documents, including its rights under this Section, or (B) in connection with the Advances made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit, and (iv) all reasonable out-of-pocket expenses of Agent's regular employees and agents engaged periodically to perform audits of the any Borrower's or any Borrower's Affiliate's or Subsidiary's books, records and business properties.

16.10 Injunctive Relief.

Each Loan Party recognizes that, in the event any Loan Party fails to perform, observe or discharge any of its obligations or liabilities under this Agreement, or threatens to fail to perform, observe or discharge such obligations or liabilities, any remedy at law may prove to be inadequate relief to Lenders; therefore, Agent, if Agent so requests, shall be entitled to temporary and permanent injunctive relief in any such case without the necessity of proving that actual damages are not an adequate remedy.

16.11 Consequential Damages.

Neither Agent nor any Lender, nor any agent or attorney for any of them, shall be liable to any Loan Party (or any Affiliate of any such Person) for indirect, punitive, exemplary or consequential damages arising from any breach of contract, tort or other wrong relating to the establishment, administration or collection of the Obligations or as a result of any transaction contemplated under this Agreement or any Other Document.

16.12 Captions.

The captions at various places in this Agreement are intended for convenience only and do not constitute and shall not be interpreted as part of this Agreement.

16.13 Counterparts; Facsimile Signatures.

This Agreement may be executed in any number of and by different parties hereto on separate counterparts, all of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic means shall be deemed to be an original signature hereto.

16.14 Construction.

The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.

16.15 Confidentiality; Sharing Information.

Agent, each Lender and each Transferee shall hold all non-public information obtained by Agent, such Lender or such Transferee pursuant to the requirements of this Agreement in accordance with Agent's, such Lender's and such Transferee's customary procedures for handling confidential information of this nature; provided, however, Agent, each Lender and each Transferee may disclose such confidential information (a) to its examiners, Affiliates, outside auditors, counsel and other professional advisors, (b) to Agent, any Lender or to any prospective Transferees provided that such Transferees are bound by the provisions of this Section 16.15, and (c) as required or requested by any Governmental Body or representative thereof or pursuant to legal process; provided, further that (i) unless specifically prohibited by Applicable Law, Agent, each Lender and each Transferee shall use its reasonable best efforts prior to disclosure thereof, to notify the applicable Loan Party of the applicable request for disclosure of such non-public information (A) by a Governmental Body or representative thereof (other than any such request in connection with an examination of the financial condition of a Lender or a Transferee by such Governmental Body) or (B) pursuant to legal process and (ii) in no event shall Agent, any Lender or any Transferee be obligated to return any materials furnished by any Loan Party other than those documents and instruments in possession of Agent or any Lender in order to perfect its Lien on the Collateral once the Obligations have been paid in full and this Agreement has been terminated. Each Loan Party acknowledges that from time to time financial advisory, investment banking and other services may be offered or provided to such Loan Party or one or more of its Affiliates (in connection with this Agreement or otherwise) by any Lender or by one or more Subsidiaries or Affiliates of such Lender and each Loan Party hereby authorizes each Lender to share any information delivered to such Lender by such Loan Party and its Subsidiaries pursuant to this Agreement, or in connection with the decision of such Lender to enter into this Agreement, to any such Subsidiary or Affiliate of such Lender, it being understood that any such Subsidiary or Affiliate of any Lender receiving such information shall be bound by the provisions of this Section 16.15 as if it were a Lender hereunder. Such authorization shall survive the repayment of the other Obligations and the termination of this Agreement.

16.16 Publicity.

Each Loan Party and each Lender hereby authorizes Agent to make appropriate announcements of the financial arrangement entered into among Loan Parties, Agent and Lenders, including announcements which are commonly known as tombstones, in such publications and to such selected parties as Agent shall in its sole and absolute discretion deem appropriate.

16.17 Certifications From Banks and Participants; US PATRIOT Act.

(a) Each Lender or assignee or participant of a Lender that is not incorporated under the laws of the United States of America or a state thereof (and is not excepted from the certification requirement contained in Section 313 of the USA PATRIOT Act and the applicable regulations because it is both (i) an Affiliate of a depository institution or foreign bank that maintains a physical presence in the United States or foreign country and (ii) subject to supervision by a banking authority regulating such affiliated depository institution or foreign bank) shall deliver to Agent the certification, or, if applicable, recertification, certifying that such Lender is not a "shell" and certifying to other matters as required by Section 313 of the USA PATRIOT Act and the applicable regulations: (1) within ten (10) days after the Closing Date, and (2) as such other times as are required under the USA PATRIOT Act.

(b) The USA PATRIOT Act requires all financial institutions to obtain, verify and record certain information that identifies individuals or business entities which open an "account" with such financial institution. Consequently, Agent and Lenders may from time to time request, and each Borrower shall provide to Agent, such Borrower's name, address, tax identification number and/or such other identifying information as shall be necessary for Lender to comply with the USA PATRIOT Act and any other Anti-Terrorism Law.

16.18 Canadian Anti-Money Laundering Legislation.

(a) Each Loan Party acknowledges that, pursuant to the Canadian Anti-Terrorism or Sanctions Laws and other applicable anti-money laundering, anti-terrorist financing, government sanction and “know your client” laws (collectively, including any guidelines or orders thereunder, “AML Legislation”), the Lenders may be required to obtain, verify and record information regarding the Loan Parties and their respective directors, authorized signing officers, direct or indirect shareholders or other Persons in control of the Loan Parties, and the transactions contemplated hereby. Each Loan Party shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender or any prospective assignee or participant of a Lender, any Issuing Bank or any Agent, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

(b) If the Agent has ascertained the identity of any Loan Party or any authorized signatories of the Loan Parties for the purposes of applicable AML Legislation, then the Agent:

(i) shall be deemed to have done so as an agent for each Lender, and this Agreement shall constitute a "written agreement" in such regard between each Lender and the Agent within the meaning of the applicable AML Legislation; and

(ii) shall provide to each Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each of the Lenders agrees that neither the Agent nor any other Agent has any obligation to ascertain the identity of the Loan Parties or any authorized signatories of the Loan Parties on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from any Loan Party or any such authorized signatory in doing so.

16.19 Anti-Terrorism Laws.

(a) Each Borrower represents and warrants that (i) no Covered Entity is a Sanctioned Person and (ii) no Covered Entity, either in its own right or through any third party, (A) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person in violation of any Anti-Terrorism Law; (B) does business in or with, or derives any of its income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law; or (C) engages in any dealings or transactions prohibited by any Anti-Terrorism Law.

(b) Each Borrower covenants and agrees that (i) no Covered Entity will become a Sanctioned Person, (ii) no Covered Entity, either in its own right or through any third party, will (A) have any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person in violation of any Anti-Terrorism Law; (B) do business in or with, or derive any of its income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law; (C) engage in any dealings or transactions prohibited by any Anti-Terrorism Law or (D) use the Advances to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any Anti-Terrorism Law, (iii) the funds used to repay the Obligations will not be derived from any unlawful activity, (iv) each Covered Entity shall comply with all Anti-Terrorism Laws and (v) the Borrowers shall promptly notify the Agent in writing upon the occurrence of a Reportable Compliance Event.

[INTENTIONALLY LEFT BLANK]

Each of the parties has signed this Agreement on the day and year first above written.

**BORROWERS**:

**A. M. CASTLE & CO.**

By: _____
Name: _____
Title: _____

**TOTAL PLASTICS, INC.**

By: _____
Name: _____
Title: _____

**HY-ALLOY STEELS COMPANY**

By: _____
Name: _____
Title: _____

**KEYSTONE TUBE COMPANY, LLC**

By: _____
Name: _____
Title: _____

**KEYSTONE SERVICE, INC.**

By: _____
Name: _____
Title: _____

**GUARANTORS:**

**A. M. CASTLE & CO. (CANADA) INC.**

By: _____
Name: _____
Title: _____

**CASTLE METALS DE MEXICO, S.A. DE C.V.**

By: _____
Name: _____
Title: _____

**CASTLE METALS DE MEXICALI, S.A. DE C.V.**

By: _____
Name: _____
Title: _____

**Agent and Lenders:**

PNC BANK, NATIONAL ASSOCIATION,
as Agent and as a Lender

By: _____
Name: _____
Title: _____

Exhibit B

Schedules

**(attached)**

Exhibit C

Closing Checklist

**(attached)**

**CLOSING CHECKLIST**

**AMENDMENT NO. 2**
**TO REVOLVING CREDIT AND SECURITY AGREEMENT**

**CLOSING DATE: MARCH 27, 2020**

I. Parties:

A. PNC Bank, National Association ("PNC" or "Lender"),
individually and as administrative agent and collateral agent ("Agent")
200 South Wacker Drive, Suite 600
Chicago, Illinois 60606

B. A. M. Castle & Co. ("AMC")
Keystone Tube Company, LLC ("Keystone Tube")
HY-Alloy Steels Company ("HY-Alloy")
Keystone Service, Inc. ("Keystone Service")
Total Plastics, Inc. ("Plastics"; together with AMC, Keystone Tube, HY-Alloy, and Keystone Service, collectively "Borrowers" and each, individually, a "Borrower")
1420 Kensington Road
Suite 220
Oakbrook, IL 60523

A. M. Castle & Co. (Canada) Inc. ("Castle Canada" or "Canadian Guarantor")
2150 Argenia Road
Mississauga, ON L5N 2K7, Canada

Castle Metals de Mexico, S.A. de C.V. ("Castle Mexico")
Castle Metals de Mexicali, S.A. de C.V. ("Castle Mexicali"; together with Castle Mexico, collectively, "Mexican Guarantors" and each individually a "Mexican Guarantor"; together with Canadian Guarantor, collectively, "Guarantors" and each individually a "Guarantor")
A.V. Industriales Del Poniente KM, 19
Centro, Santa Catarina, NL 66350

II. Counsel to Parties:

A. US Counsel to Agent:
Goldberg Kohn Ltd.

55 East Monroe Street, Suite 3300
Chicago, Illinois 60603
Telephone: (312) 201-4000
Telecopy: (312) 332-2196

B. US Counsel to Borrowers and Guarantors:
McDermott Will & Emery LLP
444 West Lake Street, Suite 4000
Chicago, Illinois 60606
Telephone: (312) 984-3367
Telecopy: (312) 276-9539

III. Closing Documents:

A. Loan Documents

1. Amendment No. 2 to Revolving Credit and Security Agreement

B. 2017 Indenture Documents

1. Amendment No. 2 to 2017 Intercreditor Agreement

2. Supplemental Indenture and Amendment No. 2 to 2017 Indenture

3. General Collateral Termination Letter

C. Junior Lien Documents

1. Junior Lien Indenture

2. Pledge and Security Agreement

3. Intercreditor Agreement

D. Other Documents

1. Resolutions of Borrowers and US Guarantors

# A.M. CASTLE & CO.

1420 Kensington Road
Suite 220
Oak Brook, IL 60523
P: (847) 455-7111
F: (847) 241-8171

**For Further Information:**

Ed Quinn
+1 (847) 455-7111
Email: Inquiries@amcastle.com

**FOR IMMEDIATE RELEASE**
**FRIDAY MARCH 27, 2020**

## A. M. CASTLE & CO. ANNOUNCES SUCCESSFUL COMPLETION OF EXCHANGE OFFER TO IMPROVE CAPITAL STRUCTURE AND REDUCE DEBT WITH GREATER THAN 98% PARTICIPATION

*Completion of debt-to-equity exchange to substantially de-lever the Company's balance sheet and reduce yearly interest expense by over $10 million*

**OAK BROOK, IL, March 27, 2020 - A. M. Castle & Co. (OTCQX: CTAM)** (the "Company" or "Castle"), a global distributor of specialty metal and supply chain solutions, announced the successful completion today of its previously announced debt-to-equity exchange to materially enhance its capital structure.

**Summary of Exchange Capital Structure Improvements and Debt Reduction:**

- Launched February 27, 2020 as a registered exchange offer to all holders of existing 5.0%/7.0% Second Lien Convertible PIK Toggle Notes due August 31, 2022 ("Old Notes"), which totaled approximately $194.0 million at year end. The exchange offer expired at 5:00 p.m., Eastern Time, on March 26, 2020.
- Greater than 98% of the Old Notes were tendered and accepted in the exchange offer.
- Including accrued PIK interest on the Old Notes through the closing date, which exchanged at the same rates as the tendered Old Notes, the completed transaction resulted in the exchange of approximately $190.2 million principal amount of Old Notes for (i) approximately 70.3 million shares of the Company's common stock, representing a 95% ownership of the pro forma equity of Castle, and (ii) $95.1 million in aggregate principal amount of new 3.0%/5.0% Second Lien Convertible PIK Toggle Notes due 2024.
- Reduction in annual interest expense for the Company of over $10.0 million.
- Reduction in long-term debt for the Company of $98.3 million.
- Holders of the Old Notes participating in the exchange offer consented to certain amendments of the indenture governing the Old Notes to eliminate or amend substantially all of the restrictive covenants and release all collateral securing the Old Notes.
- Holders of the Old Notes who did not tender into the exchange offer will retain their Old Notes. Approximately $3.7 million in aggregate principal amount of Old Notes remain outstanding after the exchange offer.

President & CEO Marec Edgar commented, "I am very pleased to announce that we have completed our previously announced exchange offer pursuant to which we have issued shares of our common stock and new convertible notes due 2024 in exchange for our old second-lien notes. The result of the transaction was the exchange of approximately $190.2 million of our prior second-lien debt into a combination of equity and approximately $95.1 million of new convertible, second lien notes due 2024 at a reduced interest coupon, in total generating a $98.3 million debt reduction.

Mr. Edgar continued, “Our new capital structure substantially deleverages our balance sheet and reduces our yearly interest burden by more than $10 million. This, we believe, will help eliminate any lingering concerns about Castle’s long-term financial stability.”

Mr. Edgar concluded, “We are extremely pleased that holders of more than 98% of our old notes participated in the exchange. This overwhelming participation by our stakeholders is a decisive endorsement of our progress to date and their commitment to our continued future success, particularly in light of the difficult circumstances confronting the world right now with the coronavirus pandemic and the corresponding upheaval in global economies and financial markets. Again, we thank the stakeholders for their vote of confidence and continued support, and are dedicated to working hard every day in all our branches around the world to create and maximize value.”

**About A. M. Castle & Co.**

Founded in 1890, A. M. Castle & Co. is a global distributor of specialty metal and supply chain services, principally serving the producer durable equipment, commercial aircraft, heavy equipment, industrial goods, and construction equipment sectors of the global economy. Its customer base includes many Fortune 500 companies as well as thousands of medium and smaller-sized firms spread across a variety of industries. It specializes in the distribution of alloy and stainless steels; nickel alloys; aluminum and carbon. Together, Castle and its affiliated companies operate out of 19 metals service centers located throughout North America, Europe and Asia. Its common stock is traded on the OTCQX® Best Market under the ticker symbol “CTAM”.

**Cautionary Statement on Risks Associated with Forward Looking Statements**

Information provided and statements contained in this release that are not purely historical are forward-looking statements. Such forward-looking statements only speak as of the date of this release and the Company assumes no obligation to update the information included in this release. Such forward-looking statements include information concerning our possible or assumed future results of operations, including descriptions of our business strategy, the benefits that we expect to achieve from our working capital management initiative, and the timing and anticipated benefits of the Exchange Offer. These statements often include words such as “believe,” “expect,” “anticipate,” “intend,” “predict,” “plan,” “should,” or similar expressions. These statements are not guarantees of performance or results, and they involve risks, uncertainties, and assumptions. Although we believe that these forward-looking statements are based on reasonable assumptions, there are many factors that could affect our actual financial results or results of operations and could cause actual results to differ materially from those in the forward-looking statements. These factors include our ability to effectively manage our operational initiatives and implemented restructuring activities, the impact of volatility of metals prices, the impact of imposed tariffs and/or duties, the cyclical and seasonal aspects of our business, our ability to effectively manage inventory levels, and the impact of our substantial level of indebtedness, and our ability to successfully complete the Exchange Offer and realize the anticipated benefits of the Exchange Offer, as well as those risk factors identified in our Annual Report on Form 10-K for the fiscal year ended December 31, 2019 and our subsequent filings with the Securities and Exchange Commission. All future written and oral forward-looking statements by us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to above. Except as required by the federal securities laws, we do not have any obligation or intention to release publicly any revisions to any forward-looking statements to reflect events or circumstances in the future, to reflect the occurrence of unanticipated events or for any other reason.