CASTLE A M & CO

FORM 8-K
(Current report filing)

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Address	1420 KENSINGTON ROAD SUITE 220 OAK BROOK, IL 60523
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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: **December 15, 2011**
(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, Illinois 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))

Item 1.01 Entry into a Material Definitive Agreement.

Senior Secured Notes

On December 15, 2011, A. M. Castle & Co. (the "Company") issued $225.0 million aggregate principal amount of 12.75% Senior Secured Notes due 2016 (the "Secured Notes"). The Secured Notes were issued pursuant to an indenture, dated as of December 15, 2011 (the "Secured Notes Indenture"), among the Company, certain subsidiaries of the Company (the "Note Guarantors") and U.S. Bank National Association, as trustee and as collateral agent. The Secured Notes were issued by the Company at an initial offering price equal to 96.5% of the principal amount, for gross proceeds of approximately $217.1 million, which represents a yield to maturity of 13.741%.

The Secured Notes will mature on December 15, 2016. The Company will pay interest on the Secured Notes at a rate of 12.75% per annum in cash semi-annually, in arrears, on June 15 and December 15 of each year, beginning on June 15, 2012. The Secured Notes are fully and unconditionally guaranteed, jointly and severally, on a senior secured basis by the Note Guarantors. The Secured Notes and the related guarantees are secured by a lien on substantially all of the Company's and the Note Guarantors' assets, subject to certain exceptions and permitted liens pursuant to a pledge and security agreement. However, the security interest in such assets that secure the Secured Notes and the related guarantees are contractually subordinated to liens thereon that secure the New Revolving Credit Facility (described below) by means of an intercreditor agreement. The Secured Notes are also secured by a pledge of capital stock of all of the Company's domestic subsidiaries and all of the domestic subsidiaries of the Note Guarantors and up to 65% of the voting stock of certain of the Company's foreign subsidiaries.

On or after December 15, 2014, the Company may redeem some or all of the Secured Notes at a redemption premium of 106.375% of the principal amount for the 12-month period beginning December 15, 2014 and 100% thereafter, plus accrued and unpaid interest. Prior to December 15, 2014, the Company may redeem up to 35% of the aggregate principal amount of the Secured Notes at a redemption price of 112.75% of the principal amount, plus accrued and unpaid interest, with the net cash proceeds of certain equity offerings. In addition, the Company may, at its option, redeem some or all of the Secured Notes at any time prior to December 15, 2014, by paying a "make-whole" premium, plus accrued and unpaid interest.

If the Company experiences certain change of control events, the holders of the Secured Notes will have the right to require the Company to purchase all or a portion of their Secured Notes at a price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest. In addition, upon certain asset sales, the Company may be required to offer to use the net proceeds thereof to purchase some of the Secured Notes at 100% of the principal amount thereof, plus accrued and unpaid interest.

Subject to certain conditions, within 95 days of the end of each fiscal year, the Company must make an offer to purchase Secured Notes with certain of its excess cash flow for such fiscal year, commencing with the fiscal year ending December 31, 2012, at 103% of the principal amount thereof, plus accrued and unpaid interest.

The terms of the Secured 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 common stock; make certain investments; create liens; agree to payment restrictions affecting certain subsidiaries; consolidate or merge; sell or otherwise transfer or dispose of assets, including equity interests of certain subsidiaries; enter into transactions with affiliates; enter into sale and leaseback transactions; and use the proceeds of permitted sales of the Company's assets.

In connection with the issuance of the Secured Notes, the Company and the Note Guarantors entered into a registration rights agreement, dated December 15, 2011, with the initial purchaser of the Notes. Under the terms of the registration rights agreement, the Company and the Note Guarantors are required to file an exchange offer

registration statement to allow eligible holders to exchange the Secured Notes for registered notes with substantially identical terms and have the exchange offer registration statement declared effective by the Securities and Exchange Commission (the "SEC") on or prior to 210 days following the issuance of the Secured Notes. The Company is required to commence the exchange offer and use commercially reasonable efforts to complete the exchange offer on or prior to 30 business days after the exchange offer registration statement has been declared effective by the SEC. Under specified circumstances, the registration rights agreement provides that the Company and the Note Guarantors will file a shelf registration statement for the resale of the Secured Notes. If the Company and the Note Guarantors default on their registration obligations under the registration rights agreement, additional interest will be payable on the Secured Notes until all such registration defaults are cured.

The description of the Secured Notes Indenture, the pledge and security agreement, the intercreditor agreement and the registration rights agreement contained in this Current Report on Form 8-K is qualified in its entirety by reference to the complete text of such agreements, copies of which are filed herewith as Exhibits 4.1, 10.1, 10.2 and 10.3, respectively, and are incorporated herein by reference.

Convertible Notes

On December 15, 2011, the Company issued $50.0 million aggregate principal amount of 7.0% Convertible Senior Notes due 2017 (the "Convertible Notes"). The Convertible Notes were issued pursuant to an indenture, dated as of December 15, 2011 (the "Convertible Notes Indenture"), among the Company, the Note Guarantors and U.S. Bank National Association, as trustee. The Convertible Notes were issued by the Company at an initial offering price equal to 100% of the principal amount. The Company granted the initial purchaser in the Convertible Notes offering an option, exercisable within 30 days, to purchase up to an additional $7.5 million aggregate principal amount of Convertible Notes. The initial purchaser exercised the over-allotment option in full and, on December 20, 2011, we issued an additional $7.5 million aggregate principal amount of Convertible Notes.

The Convertible Notes will mature on December 15, 2017. The Company will pay interest on the Convertible Notes at a rate of 7.0% in cash semi-annually, in arrears, on June 15 and on December 15 of each year, beginning on June 15, 2012. The Convertible Notes will be fully and unconditionally guaranteed, jointly and severally, on a senior unsecured basis by the Note Guarantors.

Holders may convert their Convertible Notes at their option on any day prior to the close of business on the scheduled trading day immediately preceding June 15, 2017 only under the following circumstances: (1) during the five business-day period after any five consecutive trading-day period (the "measurement period") in which the trading price per note for each day of that measurement period was less than 98% of the product of the last reported sale price of the Company's common stock and the applicable conversion rate on each such day; (2) during any calendar quarter (and only during such calendar quarter) after the calendar quarter ending December 31, 2011, if the last reported sale price of the Company's common stock for 20 or more trading days (whether or not consecutive) during the period of 30 consecutive trading days ending on the last trading day of the immediately preceding calendar quarter is equal to or greater than 130% of the applicable conversion price in effect for each applicable trading day; (3) upon the occurrence of specified corporate events, including certain dividends and distributions; or (4) if the Company call the Convertible Notes for redemption on or after December 20, 2015. The Convertible Notes will be convertible, regardless of the foregoing circumstances, at any time from, and including, June 15, 2017 through the second scheduled trading day immediately preceding the maturity date.

The initial conversion rate for the Convertible Notes will be 97.2384 shares of common stock per $1,000 principal amount of Convertible Notes, equivalent to an initial conversion price of approximately $10.28 per share of common stock. The conversion rate will be subject to adjustment, but will not be adjusted for accrued and unpaid interest, if any. In addition, if an event constituting a fundamental change occurs, the Company will in some cases increase the conversion rate for a holder that elects to convert its Convertible Notes in connection with such fundamental change. Upon conversion, the Company will pay and/or deliver, as the case may be, cash, shares of common stock or a combination of cash and shares of common stock, at the Company's election, together with cash in lieu of fractional shares.

The Company may not elect to issue shares of common stock upon conversion of the Convertible Notes to the extent such election would result in the issuance of more than 19.99% of the common stock outstanding immediately

before the issuance of the Convertible Notes until the Company receives shareholder approval for such issuance and shareholder approval of the increase in the number of shares of common stock authorized and available for issuance upon conversion of the Convertible Notes.

Upon a fundamental change, subject to certain exceptions, holders may require the Company to repurchase some or all of their Convertible Notes for cash at a repurchase price equal to 100% of the principal amount of the Convertible Notes being repurchased, plus any accrued and unpaid interest.

The Company may not redeem the Convertible Notes prior to December 20, 2015. On or after December 20, 2015, the Company may redeem all or part of the Convertible Notes (except for the Convertible Notes that we are required to repurchase as described above) if the last reported sale price of the Company's common stock exceeds 135% of the applicable conversion price for 20 or more trading days in a period of 30 consecutive trading days ending on the trading day immediately prior to the date of the redemption notice. The redemption price will equal the sum of 100% of the principal amount of the Convertible Notes to be redeemed, plus accrued and unpaid interest, plus a "make-whole premium" payment. The Company must make the make-whole premium payments on all Convertible Notes called for redemption including Convertible Notes converted after the date we delivered the notice of redemption. The Company will pay the redemption price in cash except for any non-cash portion of the make-whole premium.

The description of the Convertible Notes Indenture contained in this Current Report on Form 8-K is qualified in its entirety by reference to the complete text of the Convertible Notes Indenture, a copy of which is filed herewith as Exhibit 4.2 and is incorporated herein by reference.

Senior Revolving Credit Facility

On December 15, 2011, the Company entered into a $100 million senior secured asset based revolving credit facility (the "New Revolving Credit Facility"). The New Revolving Credit Facility consists of a $100.0 million senior secured asset-based revolving credit facility (subject to adjustment pursuant to a borrowing base described below), of which (a) up to an aggregate principal amount of $20.0 million will be available for a Canadian subfacility, (b) up to an aggregate principal amount of $20.0 million will be available for letters of credit and (c) up to an aggregate principal amount of $10.0 million will be available for swingline loans. Loans under the New Revolving Credit Facility will be made available to the U.S. Borrowers (as defined below) in U.S. dollars and the Canadian Borrowers (as defined below) in U.S. dollars and Canadian dollars. The New Revolving Credit Facility will mature on December 15, 2015. The availability under the New Revolving Credit Facility is subject to the borrowing base described below, including the imposition of reserves by the administrative agent under the New Revolving Credit Facility.

The Company and certain of its domestic subsidiaries (collectively, the "U.S. Borrowers") are borrowers under the New Revolving Credit Facility. In addition, A. M. Castle & Co. (Canada) Inc. and Tube Supply Canada ULC (collectively, the "Canadian Borrowers") are borrowers under the Canadian subfacility.

All obligations of the U.S. Borrowers under the New Revolving Credit Facility are guaranteed on a senior secured basis by each direct and indirect, existing and future, domestic subsidiary of the U.S. Borrowers (the "U.S. Subsidiary Guarantors" and together with the U.S. Borrowers, the "U.S. Credit Parties"), subject to certain exceptions for immaterial subsidiaries. All obligations of the Canadian Borrowers under the New Revolving Credit Facility are guaranteed on a senior secured basis by (a) each U.S. Credit Party and (b) each direct and indirect, existing and future, Canadian subsidiary of the Company (the "Canadian Subsidiary Guarantors" and together with the Canadian Borrowers, the "Canadian Credit Parties"; and the U.S. Credit Parties together with the Canadian Credit Parties, the "Credit Parties"), subject to certain exceptions.

All obligations under the New Revolving Credit Facility are secured on a first-priority basis by a perfected security interest in substantially all assets of the Credit Parties (subject to certain exceptions for permitted liens), including accounts receivable, inventory, certain owned real property and all of the capital stock directly held by any Credit Party (limited, in the case of foreign subsidiaries of the Company, to 65% of the capital stock of first tier foreign subsidiaries); provided that the assets of the Canadian Credit Parties do not secure the obligations of the U.S. Credit Parties. The New Revolving Credit Facility will rank *pari passu* in right of payment with the Secured Notes, but,

pursuant to the intercreditor agreement, the Secured Notes will be effectively subordinated to the indebtedness under the New Revolving Credit Facility with respect to the collateral.

The borrowing base under the New Revolving Credit Facility for the U.S. Borrowers (the "U.S. Borrowing Base") at any time will equal the sum of (a) 85% of the amount of eligible accounts receivable of the U.S. Borrowers, plus (b) the lesser of (i) 70% of the lower of cost (using average cost) or fair market value of eligible inventory of the U.S. Borrowers and (ii) 85% of the net orderly liquidation value of eligible inventory of the U.S. Borrowers, minus (c) any applicable reserves as determined by the administrative agent in its reasonable judgment. The borrowing base under the New Revolving Credit Facility for the Canadian Borrowers (the "Canadian Borrowing Base" and together with the U.S. Borrowing Base, the "Borrowing Base") at any time will equal the sum of (a) 85% of the amount of eligible accounts receivable of the Canadian Borrowers, plus (b) the lesser of (i) 70% of the lower of cost (using average cost) or fair market value of eligible inventory of the Canadian Borrowers and (ii) 85% of the net orderly liquidation value of eligible inventory of the Canadian Borrowers, minus (c) any applicable reserves as determined by the administrative agent in its reasonable judgment.

At the Company's election, borrowings under the New Revolving Credit Facility will bear interest at variable rates based on (a) a customary base rate plus an applicable margin of between 0.50% and 1.00% (depending on quarterly average undrawn availability under the New Revolving Credit Facility) or (b) an adjusted LIBOR rate for the interest period relevant to such borrowing plus an applicable margin of between 1.50% and 2.00% (depending on quarterly average undrawn availability under the New Revolving Credit Facility).

The Company will pay certain recurring fees with respect to the New Revolving Credit Facility, including (a) fees ranging from 0.25% and 0.50% (depending on quarterly average undrawn availability under the New Revolving Credit Facility) on the unused commitments of the lenders under the New Revolving Credit Facility, (b) letter of credit fees on the aggregate face amounts of outstanding letters of credit plus a fronting fee to the issuing bank and (c) administration fees.

The New Revolving Credit Facility permits the Company to increase the aggregate amount of the commitments under the New Revolving Credit Facility from time to time in an aggregate amount for all such increases not to exceed $50.0 million, subject to certain conditions. The existing lenders under the New Revolving Credit Facility are not obligated to provide the incremental commitments.

The description of the New Revolving Credit Facility contained in this Current Report on Form 8-K is qualified in its entirety by reference to the complete text of the New Revolving Credit Facility, a copy of which is filed herewith as Exhibit 10.4 and is incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

On December 15, 2011, the Company completed its acquisition of Tube Supply, Inc. ("Tube Supply") pursuant to the Stock Purchase Agreement, effective November 9, 2011, among the Company, Mr. Paul Sorensen, Mr. Jerry Willeford and Tube Supply (as amended, the "Purchase Agreement"). Under the terms of the Purchase Agreement, the Company acquired all of the outstanding shares of Tube Supply. In consideration for the Tube Supply shares, the Company paid approximately $165 million, subject to a post-closing working capital adjustment as well as adjustments for cash on hand, certain tax amounts, indebtedness and transaction related expenses of Tube Supply as of the closing date, all as set forth in the Purchase Agreement. To partially secure the sellers' indemnification obligations under the Purchase Agreement, $19 million of the proceeds were deposited in an escrow account.

The Purchase Agreement contains customary representations and warranties of the sellers regarding Tube Supply, including, among others, with respect to: corporate organization, capitalization, corporate authority, financial statements, compliance with law, legal proceedings, absence of certain changes, taxes, employee matters, intellectual property, product liability, and certain contracts.

The foregoing description of the transaction and the Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the Purchase Agreement, which was filed as Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on November 15, 2011 and is incorporated herein by reference, and

to the Amendment to the Purchase Agreement, a copy of which is filed herewith as Exhibit 2.2 and is incorporated herein by reference.

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

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

Item 3.02 Unregistered Sales of Equity Securities.

As described in Item 1.01 of this Current Report on Form 8-K, which is incorporated herein by reference into this Item 3.02, the Company issued $50.0 million aggregate principal amount of Convertible Notes on December 15, 2011 and an additional $7.5 aggregate principal amount of Convertible Notes on December 20, 2011 pursuant to the initial purchaser's exercise of the overallotment option. The offer and sale of the Convertible Notes and the underlying shares of common stock have not been registered under the Securities Act of 1933, as amended (the "Securities Act"). The Company offered and sold the Convertible Notes to the initial purchaser in reliance on the exemption from registration provided by Section 4(2) of the Securities Act. The initial purchaser offered and sold the Convertible Notes to "qualified institutional buyers" pursuant to the exemption from registration provided by Rule 144A under the Securities Act. The Convertible Notes are convertible into cash, shares of the Company's common stock, or a combination thereof, as described in Item 1.01 of this Current Report on Form 8-K.

The aggregate offering price of the Convertible Notes was $57.5 million and the aggregate initial purchaser discounts and commissions (including in connection with the exercise of the initial purchaser's overallotment option) were $2.3 million. The proceeds from the offering of Convertible Notes were used, in part, to finance the acquisition of Tube Supply, to refinance existing indebtedness and to pay related fees and expenses.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired. To be filed within seventy-one (71) days of the date that the filing of this Current Report on Form 8-K is required to be filed with the Securities and Exchange Commission, as permitted by Item 9.01(a)(4) of Form 8-K.

(b) Pro Forma Financial Information. To be filed within seventy-one (71) days of the date that the filing of this Current Report on Form 8-K is required to be filed with the Securities and Exchange Commission, as permitted by Item 9.01(b)(2) of Form 8-K.

(d) Exhibits.

Exhibit Number	Description
2.1	Stock Purchase Agreement, dated November 9, 2011, by and among A. M. Castle & Co., Mr. Paul Sorensen, Mr. Jerry Willeford, and Tube Supply, Inc. (incorporated by reference to Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the SEC on November 15, 2011).
2.2	Agreement and Amendment, dated December 15, 2011, by and among A.M. Castle & Co., Mr. Paul Sorensen, Mr. Jerry Willeford, Tube Supply, Inc. and A. M. Castle & Co. (Canada) Inc.
4.1	Indenture, dated as of December 15, 2011, among A.M. Castle & Co., the Guarantors, U.S. Bank National Association, as trustee and U.S. Bank National Association, as collateral agent.
4.2	Indenture, dated as of December 15, 2011, between A. M. Castle & Co., the Guarantors and U.S. Bank National Association, as trustee.
10.1	Pledge and Security Agreement, dated as of December 15, 2011, by A.M. Castle & Co., and its subsidiaries that are party thereto, in favor of U.S. Bank National Association, as collateral

agent, for the benefit of the Secured Parties.

10.2 Intercreditor Agreement, dated as of December 15, 2011, among Wells Fargo Bank, National Association, in its capacity as administrative and collateral agent for the First Lien Secured Parties and U.S. Bank National Association, a national banking association, in its capacity as trustee and collateral agent for the Second Lien Secured Parties.

10.3 Registration Rights Agreement, dated as of December 15, 2011, between A. M. Castle & Co., the Guarantors and Jefferies & Company, Inc., as initial purchaser, for the benefit of the Holders of the Notes.

10.4 Loan and Security Agreement, dated December 15, 2011, by and among A. M. Castle & Co., Transtar Metals Corp., Advanced Fabricating Technology, LLC, Oliver Steel Plate Co., Paramont Machine Company, LLC, Total Plastics, Inc., Tube Supply, LLC, A. M. Castle & Co. (Canada) Inc., Tube Supply Canada ULC, the other Loan Parties party thereto, the lenders which are now or which hereafter become a party thereto, and Wells Fargo Bank, National Association, a national banking association, in its capacity as administrative agent and collateral agent for Secured Parties.

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.

December 21, 2011

By: /s/ Robert J. Perna
Robert J. Perna
Vice President, General Counsel & Secretary

EXHIBIT INDEX

Exhibit Number	Description
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10.1	Pledge and Security Agreement, dated as of December 15, 2011, by A.M. Castle & Co., and its subsidiaries that are party thereto, in favor of U.S. Bank National Association, as collateral agent, for the benefit of the Secured Parties.
10.2	Intercreditor Agreement, dated as of December 15, 2011, among Wells Fargo Bank, National Association, in its capacity as administrative and collateral agent for the First Lien Secured Parties and U.S. Bank National Association, a national banking association, in its capacity as trustee and collateral agent for the Second Lien Secured Parties.
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Exhibit 2.2

Execution Copy

THIS AGREEMENT AND AMENDMENT (this " **Amendment** ") made the 15th day of December, 2011, by and among Paul Sorensen and Jerry Willeford (the " **Sellers** "), A. M. Castle & Co. (the " **Buyer** "), Tube Supply, Inc. (the " **Company** ", and together with the Sellers and the Buyer, the " **Original Parties** ") and A. M. Castle & Co. (Canada) Inc., a wholly-owned subsidiary of the Buyer (" **Castle Canada** ").

WHEREAS the Original Parties have entered into a Stock Purchase Agreement made as of November 9, 2011 (the " **SPA** ");

AND WHEREAS Tube Supply Canada ULC (the " **Canadian Subsidiary** ") is a wholly-owned subsidiary of the Company;

AND WHEREAS Section 5.18 of the SPA contemplates that the Buyer may fully assign the right to purchase the shares in the capital of the Canadian Subsidiary to one of its Affiliates and the Buyer desires to assign the right to purchase the shares in the capital of the Canadian Subsidiary to Castle Canada;

AND WHEREAS the parties wish to agree as to the basis of the acquisition of all of the issued and outstanding shares in the capital of the Canadian Subsidiary (the " **CanSub Shares** ") by Castle Canada (the " **Direct Acquisition** ") and amend the SPA accordingly;

IN CONSIDERATION OF their respective covenants and agreements herein contained, the parties hereby agree, and amend the SPA as specifically provided herein, as follows:

1. The Buyer hereby assigns to Castle Canada, and Castle Canada hereby accepts and assumes all rights and obligations of the Buyer to purchase the CanSub Shares in accordance with the terms of this Amendment and the SPA. At Closing, the following transactions shall take place immediately prior to the acquisition of the Purchased Stock contemplated by the SPA (and shall be deemed to take effect immediately prior to the effective time of the acquisition of the Purchased Stock contemplated by the SPA), upon and subject to such terms and conditions as the parties may agree with respect to all documentation and payments to be delivered hereunder and as otherwise set forth in the SPA:

(a) the Company shall distribute and transfer the CanSub Shares (in equal amounts) to the Sellers (and provide evidence thereof satisfactory to the Buyer and Castle Canada); and

(b) Castle Canada shall purchase, and the Sellers shall sell, all the CanSub Shares free and clear of all Liens at an aggregate purchase price of US$49,500,000, paid and satisfied by delivery of Castle Canada's note in the form attached as Schedule 1 (the " **Note** ").

Castle Canada agrees with the Company to be bound by the provisions of Section 5.7(b) of the SPA.

2. At the closing of the Direct Acquisition:

(a) the Sellers shall deliver to Castle Canada:

(i) a copy of a resolution of the directors of the Canadian Subsidiary approving the transfer of the CanSub Shares to Castle Canada, certified by an officer of the Canadian Subsidiary to be a true and correct copy of a resolution which remains in full force and effect without amendment;

(ii) the share certificate or certificates representing the CanSub Shares in the name of Castle Canada, accompanied by duly executed transfer documents;

(iii) an opinion of Canadian counsel to the Canadian Subsidiary, in form and substance satisfactory to the Buyer's Canadian counsel (acting reasonably), with respect to matters substantively similar to those contemplated in paragraphs 3, 4 (other than as to enforceability), 5, 6 and 7 of the form of legal opinion annexed as Exhibit J to the SPA; and

(iv) the minute book, corporate records and corporate seal, if any, of the Canadian Subsidiary; and

(b) Castle Canada shall deliver the Note, duly executed, to the Sellers.

3. Immediately following completion of the Direct Acquisition at the Closing, the Buyer shall purchase, and the Sellers shall sell, transfer, assign and deliver, the Note, free and clear of any Lien arising from any act or omission of the Sellers or otherwise, simultaneous with, and hereby integrated for all purposes of the SPA with, the acquisition of the Purchased Stock upon the same terms and conditions as set forth in the SPA. The Purchase Price shall be allocated as to US$49,500,000 to the Note, and as to the balance of the Purchase Price to the Purchased Stock; provided that the amount allocated to the Note shall be deducted from the Purchase Price for the purposes of Section 5.7(a)(ii) of the SPA, shall not be included on the Purchase Price Allocation Schedule, and shall not be subject to adjustment pursuant to Section 5.7(a)(ii) of the SPA. Within thirty (30) days following the Closing, the Buyer or Castle Canada shall provide to the Sellers a schedule allocating US$49,500,000 of the Purchase Price (and liabilities of the Canadian Subsidiary and other relevant items) among the assets of the Canadian Subsidiary (the " **Canadian Subsidiary Allocation Schedule** "). The Canadian Subsidiary Allocation Schedule will be prepared in accordance with the applicable provisions of the Code and substantially consistent with the methodologies used in respect of the Purchase Price Allocation Schedule. The Sellers may review the Canadian Subsidiary Allocation Schedule and discuss with the Buyer any reasonable revisions thereto. Buyer and each Seller agree for all relevant United States Tax reporting purposes, including the preparation of IRS Form 8594, to report the transactions in accordance with the Canadian Subsidiary Allocation Schedule.

4. Except for the representations, warranties and covenants of the Sellers in favor of the Buyer in the SPA, there is no representation, warranty or condition with respect to the CanSub Shares or the Canadian Subsidiary set forth in this Amendment.

5. The Buyer represents and warrants to the Company and the Sellers that (i) Castle Canada is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) each of the Buyer and Castle Canada has full power and authority and has taken all action necessary to permit it to execute and deliver and to carry out the terms of this Amendment, and (iii) this Amendment constitutes the valid and legally binding obligation of each of the Buyer and Castle Canada, enforceable against it in accordance with its terms, except as limited by applicable bankruptcy,

insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and by laws related to the availability of specific performance, injunctive relief or other equitable remedies.

6. The Sellers represent and warrant to the Buyer and Castle Canada that (i) the Canadian Subsidiary is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (ii) each of the Sellers and the Company has full power and authority and has taken all action necessary to permit it to execute and deliver and to carry out the terms of this Amendment, and (iii) this Amendment constitutes the valid and legally binding obligation of each of the Sellers and the Company, enforceable against it in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, and by laws related to the availability of specific performance, injunctive relief or other equitable remedies.

7. Except as provided in Section 3 of this Amendment, above, the SPA shall be applied and construed as if the Canadian Subsidiary remained a wholly-owned subsidiary of the Company at all relevant times (including, for greater certainty, at Closing) for all purposes of the SPA, and as if the steps in Sections 1(a) and (b) above had not taken place. Without limiting the generality of the preceding sentence:

   (a) neither the entering into of this Amendment nor the completion of the Direct Acquisition will in and of itself constitute a breach of any representation, warranty or covenant of the Sellers under the SPA; and

   (b) subject to the provisions of (a) above, neither the entering into of this Amendment nor the completion of the Direct Acquisition will diminish or otherwise affect any right or remedy of the Buyer under the SPA including for greater certainty the quantum of any damages suffered by the Buyer under the SPA.

8. This Amendment shall terminate, without further act or formality, in the event of termination of the SPA in accordance with its terms.

9. The representations and warranties of the Buyer and Castle Canada set forth in Section 5 hereof shall be deemed to be representations and warranties of the Buyer for all purposes

under the SPA. The representations and warranties of the Sellers set forth in Section 6 hereof shall be deemed to be representations and warranties of the Sellers for all purposes under the SPA.

10. The provisions of Article IX of the SPA shall apply to this Amendment, mutatis mutandis.

11. Except as specifically amended hereby, the SPA be and is hereby confirmed.

12. This Amendment is hereby deemed part of the SPA. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the SPA.

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

/s/ Paul Sorensen
Paul Sorensen

/s/ Jerry Willeford
Jerry Willeford

Tube Supply, Inc.

By: /s/ Paul Sorensen
Name: Paul Sorensen
Title: President

A. M. Castle & Co.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President, Finance & CFO

A. M. Castle & Co. (Canada) Inc.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President — Finance, CFO & Treasurer

[Signature Page to Agreement and Amendment to Stock Purchase Agreement]

The respective spouses of each of the Sellers hereby join in the execution of this Amendment (i) to evidence that their respective community property interests in and to any of the CanSub Shares or the Note are covered by and embraced within the terms and provisions of this Amendment and the SPA in all respects as if the undersigned spouses each were the sole owners of the CanSub Shares and the Note owned by such Seller and as if each of such Seller's spouse were a Seller hereunder and under this Amendment and the SPA with respect to such community property interest in and to any of the CanSub Shares and the Note and (ii) to acknowledge and agree to the terms of this Amendment.

/s/ Stacia Sorensen	/s/ Charlotte Willeford
Stacia Sorensen	Charlotte Willeford

[Signature Page to Agreement and Amendment to Stock Purchase Agreement]

Exhibit 4.1

EXECUTION VERSION

INDENTURE,

dated as of December 15, 2011,

among

A. M. CASTLE & CO. ,

THE GUARANTORS PARTY HERETO,

U.S. BANK NATIONAL ASSOCIATION ,

as Trustee

and

U.S. BANK NATIONAL ASSOCIATION ,

as Collateral Agent

12.750% Senior Secured Notes due 2016

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)	2.09
(a)(1)(A)	6.05
(a)(1)(B)	6.04
(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

INDENTURE dated as of December 15, 2011 among A.M. Castle & Co., a Maryland corporation, the Guarantors (as defined below), U.S. Bank National Association, as trustee (in such capacity the " *Trustee* ") and U.S. Bank National Association, 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 12.750% Senior Secured Notes due 2016 (the " *Notes* "):

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.

"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.

"Acquisition Agreement" means the Stock Purchase Agreement, dated as of November 9, 2011, executed among Paul Sorenson and Jerry Willeford, as sellers, the Company, as purchaser, and Tube Supply, Inc. as in effect on the Issue Date.

"Additional Interest" means all Additional Interest then owing pursuant to the Registration Rights Agreement.

"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 or additional paying 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 Premium* " means, with respect to any Note on any redemption date, the greater of:

(1) 1.0% of the principal amount of the Note; or

(2) the excess, if any, of:

(a) the present value at such redemption date of (i) the redemption price of the Note at December 15, 2014 (such redemption price being set forth in the table appearing in Section 3.07(d) hereof) *plus* (ii) all required interest payments due on the Note through December 15, 2014, (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over

(b) the principal amount of the Note.

"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 Section 4.15 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 Documents 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..

"Borrowing Base" means, as of any date of determination, an amount equal to the sum, without duplication, of:

(1) 85% of the net book value of accounts receivable of the Company and its Restricted Subsidiaries at such date; plus

(2) 70% of the net book value of inventory of the Company and its Restricted Subsidiaries at such date.

Net book value shall be determined in accordance with GAAP and shall be calculated using amounts reflected on the most recent available balance sheet (it being understood that the accounts receivable and inventory of an acquired business may be included if such acquisition has been completed on or prior to such date of determination).

"Broker-Dealer" has the meaning set forth in the Registration Rights Agreement.

"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.

"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.

"Change of Control" means the occurrence of any of the following:

(1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation, including any merger or consolidation involving an Affiliate of the Company solely for the purpose of reincorporating the Company in another jurisdiction), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its Restricted Subsidiaries taken as a whole to any "person" or "group" (as each such term is used in Section 13(d) or 14 (d) of the Exchange Act or any successor provision thereto);

(2) the adoption of a plan relating to the liquidation or dissolution of the Company;

(3) the consummation of any transaction (including, without limitation, any merger, consolidation or other business combination), the result of which is that any "person" or "group"

(as defined above) is or becomes the Beneficial Owner, directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Company;

(4) the first day on which a majority of the members of the Board of Directors of the Company are not Continuing Directors; or

(5) the Company consolidates with, or merges with or into, any Person, or any Person consolidates with, or merges with or into, the Company, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of the Company or such other Person is converted into or exchanged for cash, securities or other property, other than any such transaction where the Voting Stock of the Company outstanding immediately prior to such transaction is converted into or exchanged for Voting Stock (other than Disqualified Stock) of the surviving or transferee Person constituting a majority of the outstanding shares of such Voting Stock of such surviving or transferee Person (immediately after giving effect to such issuance).

"Clearstream" means Clearstream Banking, S.A.

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

"Collateral Agent" means U.S. Bank National Association, 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, pledge agreements, Mortgages, collateral assignments, control agreements and related agreements (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.

" *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; and

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

(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

"Convertible Indebtedness" means Indebtedness of the Company or any Restricted Subsidiary of the Company that is convertible or exchangeable into common stock of the Company (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.

"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.

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

"Equity Offering" means a public or private offering for cash by the Company of its Equity Interests (other than Disqualified Stock), other than (x) an issuance registered on Form S-4 or S-8 or any successor thereto, (y) any issuance to any Subsidiary or (z) any issuance pursuant to employee benefit plans or otherwise in compensation to officers, directors or employees.

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

"Excess Availability" means the amount by which (a) the lesser of (i) the borrowing base under the Senior Credit Facility as then in effect at such time and (ii) the total commitments under the Senior Credit Facility at such time exceeds (b) the aggregate utilization at such time (i.e., outstanding loans, unpaid drawings in respect of letters of credit and letters of credit) under the Senior Credit Facility; *provided* that Excess Availability, at any time, shall be reduced by the aggregate amount of trade payables of the borrowers under the Senior Credit Facility that are, at such time, either (i) past due from its due date by more than 45 days or (ii) have been invoiced and outstanding for 90 days past the invoice date (other than payables being contested or disputed by the borrowers under the Senior Credit Facility in good faith).

"Excess Cash Flow" means, for any period, the excess of Consolidated Cash Flow for such period minus the sum of (A) the aggregate amount of capital expenditures made in cash by the Company and its Restricted Subsidiaries during such period (other than any such capital expenditures made with Asset Sale (without giving effect to the threshold set forth in clause (1) of the second sentence of the definition thereof), insurance or condemnation proceeds) to the extent not exceeding $15.0 million during such period, (B) the cash portion of consolidated interest expense paid by the Company and its Restricted Subsidiaries during such period, (C) the aggregate amount (without duplication) of all income and franchise taxes paid in cash by the Company and its Restricted Subsidiaries during such period and (D) the aggregate principal amount of Notes redeemed pursuant to Section 3.07(b) or (d) hereof and (E) any reduction in the principal amount of Permitted Debt incurred under clause (1) or (16) of the definition thereof resulting only from voluntary or optional principal payments made thereon in cash during such period (*provided* that to the extent such Indebtedness is revolving in nature, such payment shall have been accompanied by a concurrent corresponding permanent reduction in the revolving commitment relating thereto) to the extent designated in writing by the Company to the Trustee, the Collateral Agent and the Senior Credit Facility Agent as having been included under this clause (E) in the calculation of Excess Cash Flow for such period.

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

"Exchange Notes" means the Notes issued in the Exchange Offer pursuant to Section 2.06(f) hereof.

"Exchange Offer" means the issuance of Exchange Notes and exchange guarantees in exchange for the Notes and the Note Guarantees pursuant to the Registration Rights Agreement.

"Exchange Offer Registration Statement" has the meaning set forth in the Registration Rights Agreement.

" *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, the Notes or any Convertible Indebtedness) in existence on the Issue Date, until such amounts are repaid.

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

"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 Subsidiary" means a Subsidiary that is organized under the laws of a jurisdiction other than the United States, any state thereof or the District of Columbia.

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

"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 Issue Date.

"Global Note Legend" means the legend set forth in Section 2.06(g)(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), 2.06(d)(2) or 2.06(f) 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) and (2) 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.

"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 December 15, 2011.

"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.

"Letter of Transmittal" means the letter of transmittal to be prepared by the Company and sent to all Holders of the Notes for use by such Holders in connection with the Exchange Offer.

"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.

" *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" has the meaning assigned to it in the preamble to 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 Security Agreement and all agreements, documents and instruments at any time executed and/or delivered by the Company or any Guarantor or any other person to, with or in favor of any Notes Secured Party in connection therewith or related thereto, as all of the foregoing now exist or, subject to any restrictions set forth in the Intercreditor Agreement, may hereafter be amended, modified, supplemented, extended, renewed, restated, refinanced, replaced or restructured (in whole or in part and including any agreements with, to or in favor of any other lender or group of lenders that at any time refinances, replaces or succeeds to all or any portion of the Notes Debt).

" *Notes Secured Parties* " shall mean, collectively, (a) the Collateral Agent, (b) the Holders of the Notes, (c) each other person to whom any of the Notes Debt are owed and (d) 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, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"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.

"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, any Subsidiary of the Company or the Trustee.

"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 (19) 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 Bank Product Obligations;

(2) Liens created for the benefit of (or to secure) the Notes or the Note Guarantees;

(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); and

(b) 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 (19) 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; and

(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.

"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 Convertible Indebtedness, such Permitted Refinancing Indebtedness shall also constitute Convertible Indebtedness.

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

"Private Placement Legend" means the legend set forth in Section 2.06(g)(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.

"Registration Rights Agreement" means the Registration Rights Agreement, dated as of the date hereof, among the Company, the Guarantors and the other parties named on the signature pages thereof, as such agreement may be amended, modified or supplemented from time to time.

"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.

"SEC" means the Securities and Exchange Commission.

"Secured Note Prepayment Conditions" means:

(1) no event of default under the Senior Credit Facility shall exist and be continuing,

(2) the sum of Excess Availability plus Qualified Cash for the thirty (30) consecutive days prior to, and on the date of, the mailing of the applicable Excess Cash Flow offer shall not be less than the greater of (i) 17.5% of the lesser of (A) the total commitments under the Senior Credit Facility as then in effect and (B) the borrowing base under the Senior Credit Facility as then in effect and (ii) $17.5 million, and

(3) as of the end of the immediately preceding quarter, the borrowers and the guarantors under the Senior Credit Facility, on a consolidated basis, shall have had a Fixed Charge Coverage Ratio (as defined in the Senior Credit Facility as in effect on the Issue Date) of not less than 1.10:1.00.

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

" *Security Agreement* " shall mean the Security Agreement, dated as of the Issue Date, by and among the Company, the Guarantors and Collateral Agent, as collateral agent, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

" *Senior Credit Facility* " means the Loan and Security Agreement, to be dated as of the Issue Date, among the Company, Tube Supply, LLC, A.M. Castle & Co. (Canada) Inc., Tube Supply Canada ULC, the subsidiaries that borrow or guarantee obligations under such agreement, Wells Fargo Bank, National Association, in its capacity as agent (or its successor in such capacity), and the financial institutions from time to time party thereto as lenders, together with the related agreements and instruments thereto (including, without limitation, any guarantee agreements and security documents) and any other debt facilities or commercial paper facilities with banks or other institutional lenders providing for revolving credit loans, term loans or letters of credit or issuances of debt securities evidenced by notes, debentures, bonds or similar instruments, in each case, as amended, 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 Wells Fargo Bank, National Association, and its successors and assigns in its capacity as administrative and Senior Credit Facility Agent pursuant to the First Lien Documents (as defined in the Intercreditor Agreement) acting for and on behalf of the other First Lien Secured Parties (as defined in the Intercreditor Agreement) and any successor or replacement agent.

" *Senior Management* " means the Chief Executive Officer and the Chief Financial Officer of the Company.

"Shelf Registration Statement" means the Shelf Registration Statement as defined in the Registration Rights Agreement.

"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.

"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).

" *Transactions* " means the issuance of the Notes and the use of the proceeds of such issuance, together with proceeds of borrowings under the Senior Credit Facility, the proceeds of the issuance of Convertible Indebtedness on or prior to the Issue Date and cash on hand, to repay any Indebtedness of the Company or any Subsidiary outstanding immediately prior to the Issue Date.

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

" *Treasury Rate"* means, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date or, in the case of a satisfaction and discharge or a defeasance, at least two Business Days prior to the date on which the Company deposits the amounts required under

Article 8 or Article 11 hereof, as applicable (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to December 15, 2014; *provided* , *however* , that if the period from the redemption date to December 15, 2014, is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"Trustee" means U.S. Bank National Association, not in its individual capacity but solely 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.

"Voting Stock" of any specified Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the Board of Directors of such Person.

"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	Defined in Section
"Affiliate Transaction"	4.11
"Asset Sale Offer"	4.10
"Authentication Order"	2.02
"Change of Control Offer"	4.15
"Change of Control Payment"	4.15
"Change of Control Payment Date"	4.15
"Covenant Defeasance"	8.03
"DTC"	2.03
"Event of Default"	6.01
"Excess Cash Flow Offer"	4.16
"Excess Cash Flow Offer Amount"	4.16
"Excess Cash Flow Offer Payment Date"	4.16
"Excess Proceeds"	4.10
"incur"	4.09
"Legal Defeasance"	8.02
"Offer Amount"	4.10
"Offer Period"	4.10
"Owned Premises"	4.16
"Paying Agent"	2.03
"Permitted Debt"	4.09
"Payment Default"	6.01
"Premises"	4.16
"Purchase Date"	4.10
"Registrar"	2.03
"Restricted Payments"	4.07

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.

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; and

(7) references to sections of or rules under the Securities Act will be deemed to include substitute, replacement of successor sections or rules adopted by the SEC from time to time.

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 $1,000 in excess thereof.

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 redemptions. 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 or facsimile 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 signature of the Trustee. The signature will be conclusive evidence that the Note has been authenticated under this Indenture.

The Notes will be limited to a maximum aggregate principal amount of $225.0 million. 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 $225.0 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 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.

Section 2.03 *Registrar and Paying Agent.*

The Company will maintain an office or agency where Notes may be presented for registration of transfer or for exchange (" *Registrar* ") and an office or agency where Notes may be presented for payment (" *Paying Agent* "). The Registrar will keep a register of the Notes and of their transfer and exchange. The Company may appoint one or more co-registrars and one or more additional paying agents. The term "Registrar" includes any co-registrar and the term "Paying Agent" includes any additional paying agent. The Company may change any Paying Agent or Registrar 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 or Paying Agent, the Trustee shall act as such. The Company or any of its Subsidiaries may act as Paying Agent or Registrar.

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 and Paying 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, premium, if any, or Additional Interest, 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), (c) or (f) 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.

Upon consummation of an Exchange Offer by the Company in accordance with Section 2.06(f) hereof, the requirements of this Section 2.06(b)(2) shall be deemed to have been satisfied upon receipt by the Registrar of the instructions contained in the Letter of Transmittal delivered by the Holder of such beneficial interests in the Restricted Global Notes. 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(h) 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:

(A) such exchange or transfer is effected pursuant to the Exchange Offer in accordance with the Registration Rights Agreement and the holder of the beneficial interest to be transferred, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal that it is not (i) a Broker-Dealer, (ii) a Person participating in the distribution of the Exchange Notes or (iii) a Person who is an affiliate (as defined in Rule 144) of the Company;

(B) such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) such transfer is effected by a Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(i) 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

(ii) 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 subparagraph (D), 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 pursuant to subparagraph (B) or (D) above 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 subparagraph (B) or (D) above.

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;

(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; or

(G) if such beneficial interest 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 shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(h) hereof, and the Company shall execute and 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:

(A) such exchange or transfer is effected pursuant to the Exchange Offer in accordance with the Registration Rights Agreement and the holder of such beneficial interest, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal that it is not (i) a Broker-Dealer, (ii) a Person participating in the distribution of the Exchange Notes or (iii) a Person who is an affiliate (as defined in Rule 144) of the Company;

(B) such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) such transfer is effected by a Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(i) 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

(ii) 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 subparagraph (D), 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(h) hereof, and the Company will execute and 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:

(A) such exchange or transfer is effected pursuant to the Exchange Offer in accordance with the Registration Rights Agreement and the Holder, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of

Transmittal that it is not (i) a Broker-Dealer, (ii) a Person participating in the distribution of the Exchange Notes or (iii) a Person who is an affiliate (as defined in Rule 144) of the Company;

(B) such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) such transfer is effected by a Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(i) 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

(ii) 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 subparagraph (D), 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)(B), (2)(D) 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:

(A) such exchange or transfer is effected pursuant to the Exchange Offer in accordance with the Registration Rights Agreement and the Holder, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal that it is not (i) a Broker-Dealer, (ii) a Person participating in the distribution of the Exchange Notes or (iii) a Person who is an affiliate (as defined in Rule 144) of the Company;

(B) any such transfer is effected pursuant to the Shelf Registration Statement in accordance with the Registration Rights Agreement;

(C) any such transfer is effected by a Broker-Dealer pursuant to the Exchange Offer Registration Statement in accordance with the Registration Rights Agreement; or

(D) the Registrar receives the following:

(i) 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

(ii) 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 subparagraph (D), 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) *Exchange Offer.* Upon the occurrence of the Exchange Offer in accordance with the Registration Rights Agreement, the Company will issue and, upon receipt of an Authentication Order in accordance with Section 2.02 hereof, the Trustee will authenticate:

(1) one or more Unrestricted Global Notes in an aggregate principal amount equal to the principal amount of the beneficial interests in the Restricted Global Notes accepted for exchange in the Exchange Offer by Persons that certify in the applicable Letters of Transmittal that (A) they are not Broker-Dealers, (B) they are not participating in a distribution of the Exchange Notes and (C) they are not affiliates (as defined in Rule 144) of the Company; and

(2) Unrestricted Definitive Notes in an aggregate principal amount equal to the principal amount of the Restricted Definitive Notes accepted for exchange in the Exchange Offer by Persons that certify in the applicable Letters of Transmittal that (A) they are not Broker-Dealers, (B) they are not participating in a distribution of the Exchange Notes and (C) they are not affiliates (as defined in Rule 144) of the Company.

Concurrently with the issuance of such Notes, the Trustee will cause the aggregate principal amount of the applicable Restricted Global Notes to be reduced accordingly, and the Company will execute and the Trustee will authenticate and deliver to the Persons designated by the Holders of Definitive Notes so accepted Unrestricted Definitive Notes in the appropriate principal amount.

(g) *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 OF IN

THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, REGISTRATION.

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 PERSON IT REASONABLY BELIEVES IS 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."

(h) *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.

(i) *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, 3.06, 4.10, 4.15, 4.16 and 9.05 hereof).

(3) The Registrar will not be required to register the transfer of or exchange of any Note selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part.

(4) 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.

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

(A) to issue, to register the transfer of or to exchange any Notes during a period beginning at the opening of business 15 days before the day of any selection of Notes for redemption under Section 3.02 hereof and ending at the close of business on the day of selection;

(B) to register the transfer of or to exchange any Note selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part; or

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

(6) 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.

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

(8) 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).

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; *provided* that Notes held by the Company or a Subsidiary of the Company shall not be deemed to be outstanding for purposes of Section 3.07(a) hereof.

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 redemption date or 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.

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 controlling or controlled by or under direct or indirect common control with 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 the Trustee knows are so owned will be so disregarded.

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 and Paying Agent will forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else will cancel all Notes surrendered for registration of transfer, exchange, payment, replacement 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 mail or cause to be mailed to Holders a notice that states the special record date, the related payment date and the amount of such interest to be paid.

ARTICLE 3
REDEMPTION AND PREPAYMENT

Section 3.01 *Notices to Trustee.*

If the Company elects to redeem Notes pursuant to the optional redemption provisions of Section 3.07 hereof, it must furnish to the Trustee, at least 30 days but not more than 60 days before a redemption date, an Officers' Certificate setting forth:

(1) the clause of this Indenture pursuant to which the redemption shall occur;

(2) the redemption date;

(3) the principal amount of Notes to be redeemed; and

(4) the redemption price.

If the redemption price is not known at the time such notice is to be given, the actual redemption price, calculated as described in this Indenture, or the Notes to be redeemed, will be set forth in an additional Officer's Certificate of the Company delivered to the trustee, no later than two Business Days prior to the redemption date.

Section 3.02 *Selection of Notes to Be Redeemed or Purchased.*

If less than all of the Notes are to be redeemed or purchased in an offer to purchase at any time, the Trustee will select Notes for redemption or purchase on a *pro rata* basis, by lot or other method 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 redemption or purchase date by the Trustee from the outstanding Notes not previously called for redemption or purchase.

The Trustee will promptly notify the Company in writing of the Notes selected for redemption or purchase and, in the case of any Note selected for partial redemption or purchase, the principal amount thereof to be redeemed or purchased. Notes and portions of Notes selected will be in amounts of $1,000 or whole multiples of $1,000; *provided* that if all of the Notes of a Holder are to be redeemed or purchased, the entire outstanding amount of Notes held by such Holder, even if not a multiple of $1,000, shall be redeemed or purchased; *provided* further that no Notes in denominations of $2,000 or less may be redeemed or purchased in part. Except as provided in the preceding sentence, provisions of this Indenture

that apply to Notes called for redemption or purchase also apply to portions of Notes called for redemption or purchase.

Section 3.03 *Notice of Redemption.*

At least 30 days but not more than 60 days before a redemption date, the Company will mail or cause to be mailed, by first class mail, a notice of redemption to each Holder whose Notes are to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction and discharge of this Indenture pursuant to Articles 8 or 11 hereof.

The notice will identify the Notes to be redeemed and will state:

(1) the redemption date;

(2) the redemption price;

(3) if any Note is being redeemed in part, the portion of the principal amount of such Note to be redeemed and that, after the redemption date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion will be issued upon cancellation of the original Note;

(4) the name and address of the Paying Agent;

(5) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;

(6) that, unless the Company defaults in making such redemption payment, interest on Notes called for redemption ceases to accrue on and after the redemption date;

(7) the paragraph of the Notes and/or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed; and

(8) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Notes.

At the Company's request, the Trustee will give the notice of redemption in the Company's name and at its expense; *provided, however* , that the Company has delivered to the Trustee, at least 45 days prior to the redemption date, an Officers' Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding paragraph.

Section 3.04 *Effect of Notice of Redemption.*

Once notice of redemption is mailed in accordance with Section 3.03 hereof, Notes called for redemption become irrevocably due and payable on the redemption date at the redemption price. A notice of redemption may not be conditional.

Section 3.05 *Deposit of Redemption or Purchase Price.*

At least one Business Day prior to the redemption or purchase date, the Company will deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption or purchase price of and accrued interest, premium, if any, and Additional Interest, if any, on all Notes to be redeemed or

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 redemption or purchase price of, and accrued interest, premium, if any, and Additional Interest, if any, on, all Notes to be redeemed or purchased.

If the Company complies with the provisions of the preceding paragraph, on and after the redemption or purchase date, interest will cease to accrue on the Notes or the portions of Notes called for redemption or purchase. If a Note is redeemed or 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 called for redemption or purchase 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.

Section 3.06 *Notes Redeemed or Purchased in Part.*

Upon surrender of a Note that is redeemed or purchased in part, the Company will issue and, upon receipt of an Authentication Order, the Trustee will authenticate for the Holder at the expense of the Company a new Note equal in principal amount to the unredeemed or unpurchased portion of the Note surrendered.

Section 3.07 *Optional Redemption.*

(a) At any time prior to December 15, 2014, the Company may on any one or more occasions redeem up to 35% of the aggregate principal amount of Notes issued under this Indenture upon not less than 30 nor more than 60 days' prior notice, at a redemption price of 112.750% of the principal amount, plus accrued and unpaid interest, premium, if any, and Additional Interest, if any, to the redemption date (subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date), with the net cash proceeds of one or more Equity Offerings; *provided* that:

(1) at least 65% of the aggregate principal amount of Notes originally issued under this Indenture (excluding Notes held by the Company and its Subsidiaries) remains outstanding immediately after the occurrence of such redemption; and

(2) the redemption occurs within 90 days of the date of the closing of such Equity Offering.

(b) At any time prior to December 15, 2014, the Company may also on any one or more occasions redeem all or a part of the Notes, upon not less than 30 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount of Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest and Additional Interest, if any, to the date of redemption, subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date.

(c) Except pursuant to the clauses (a) and (b) above, the Notes will not be redeemable at the Company's option prior to December 15, 2014.

(d) On or after December 15, 2014, the Company may redeem on any one or more occasions all or a part of the Notes upon not less than 30 nor more than 60 days' notice to the Holders of the Notes, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest and Additional Interest, if any, on the Notes redeemed, to the applicable redemption date, if redeemed during the twelve month period beginning on December 15 of the years indicated below, subject to the rights of Holders of Notes on the relevant record date to receive interest on the relevant interest payment date:

Year	Percentage
2014	106.375%
2015 and thereafter	100.000%

Unless the Company defaults in the payment of the redemption price, interest will cease to accrue on the Notes or portions thereof called for redemption on the applicable redemption date.

(e) Any redemption pursuant to this Section 3.07 shall be made pursuant to the provisions of Sections 3.01 through 3.06 hereof.

Section 3.08 *Mandatory Redemption.*

The Company is not required to make mandatory redemption or sinking fund payments with respect to the Notes. However, under certain circumstances, the Company may be required to offer to purchase Notes as described under Sections 4.10, 4.15 and 4.16 hereof. 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.

ARTICLE 4
COVENANTS

Section 4.01 *Payment of Notes.*

The Company will pay or cause to be paid the principal of, interest, premium, if any, and Additional Interest, if any, on, the Notes on the dates and in the manner provided in the Notes. Principal, interest, premium, if any, and Additional Interest, if any, will be considered paid on the date due if 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, premium, if any, and Additional Interest, if any, then due. The Company will pay all Additional Interest, if any, in the same manner on the dates and in the amounts set forth in the Registration Rights Agreement.

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% 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, premium, if any, and Additional Interest, 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 in the Borough of Manhattan, the City of New York, 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 or for exchange 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 in the Borough of Manhattan, the City of New York 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) Whether or not 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, following the consummation of the Exchange Offer contemplated by the Registration Rights Agreement, 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).

If, at any time after consummation of the Exchange Offer contemplated by the Registration Rights Agreement, the Company is no longer subject to the periodic reporting requirements of the Exchange Act for any reason, the Company will nevertheless continue filing the reports specified in the preceding paragraphs of this Section 4.03(a) with the SEC within the time periods specified above unless the SEC will not accept such filings. The Company will not take any action for the purpose of causing the SEC not to accept any such filings.

Notwithstanding anything to the contrary in the foregoing, if at any time any such reports are not filed by the Company, or are not accepted by the SEC for any reason, for inclusion on the SEC's EDGAR service (or any successor thereto), the Company will post such reports on a website no later than the date the Company is required to provide those reports to the Trustee and the Holders of the Notes and maintain

such posting for so long as any Notes remain outstanding. Access to such reports on such website may be subject to a confidentiality acknowledgment; *provided,* that no other conditions, including password protection, may be imposed on access to such reports other than a representation by the Person accessing such reports that it is the Trustee, a Holder of the Notes, a beneficial owner of the Notes, a bona fide prospective investor, a securities analyst or a market maker.

(b) 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, 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.

(c) In addition, the Company will, for so long as any Notes remain outstanding, use its commercially reasonable efforts to hold and participate in quarterly conference calls (on which the Holders of the Notes, beneficial owners of the Notes, investors, securities analysts and market makers will be permitted to participate) to discuss such financial information no later than ten Business Days after distribution of such financial information.

(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 Convertible Indebtedness, in each case, 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 beginning of the first fiscal quarter commencing after 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 an Equity Offering to the extent used to redeem Notes pursuant to Section 3.07(a)) or 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 (x) Indebtedness of the Company or any Guarantor that is subordinated in right of payment to the Notes or to any Note Guarantee or (y) any Convertible Indebtedness, in each case, 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 Change of Control and after the completion of the Change of Control Offer (including the purchase of all Notes tendered and not validly withdrawn), any purchase, defeasance, retirement, redemption or other acquisition of (x) Indebtedness that is subordinated in right of payment to the Notes or the Note Guarantees or (y) any Convertible Indebtedness, in each case, 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 (x) Indebtedness that is subordinated in right of payment to the Notes or the Note Guarantees or (y) any Convertible Indebtedness, in each case, 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;

(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 as contemplated by the Acquisition Agreement;

(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; and

(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.

(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 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 at any one time outstanding under this clause (1) not to exceed the excess of (a) the greater of (x) $100.0 million and (y) an amount equal to 35% of the Borrowing Base as of the date of such incurrence over (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 (I) as a result of the application of any Net Proceeds of Asset Sales pursuant to Section 4.10(b)(1)(a) hereof or (II) that was included in clause (E) in the calculation of Excess Cash Flow in any fiscal year 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 (I) as a result of the application of any Net Proceeds of Asset Sales pursuant to Section 4.10(b)(1)(a) hereof or (II) that was included in clause (E) in the calculation of Excess Cash Flow in any fiscal year;

(2) the incurrence by the Company and its Restricted Subsidiaries of Existing Indebtedness;

(3) the incurrence by the Company and the Guarantors of Indebtedness represented by the Notes and the related Note Guarantees to be issued on the Issue Date and the Exchange Notes and the related Note Guarantees to be issued pursuant to the Registration Rights Agreement;

(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), (17) and (19) 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, in each case, that was included in clause (E) in the calculation of Excess Cash Flow in any fiscal year;

(17) the incurrence by the Company of Convertible Indebtedness in an aggregate principal amount under this clause (17) not to exceed $60.0 million;

(18) Indebtedness of the Company or any Guarantor in an aggregate principal amount not to exceed $25.0 million, the proceeds of which are used to directly or indirectly acquire Capital Stock of Kreher Steel Company, LLC, provided that after giving effect to the incurrence of such Indebtedness and the application of the proceeds therefrom on such date, the ratio of (1) total Indebtedness of the Company and its Restricted Subsidiaries as of the date of incurrence (determined on a consolidated basis in accordance with GAAP) to (2) Consolidated Cash Flow of the Company for the most recently ended four full fiscal quarters for which internal financial statements are available immediately preceding the date on which such Indebtedness is incurred would not exceed 3.00 to 1.00. Such ratio shall be calculated in a manner consistent with the definition of "Fixed Charge Coverage Ratio," including any pro forma adjustments to Consolidated Cash Flow as set forth therein; and

(19) 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 (19), not to exceed $10.0 million.

(c) The Company will not incur, and will not permit any Guarantor to incur, any Indebtedness (including Permitted Debt) 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 outstanding on the Issue Date will be deemed to have been incurred on such date 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 subordinated 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 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 and Additional 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. 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, premium, if any, and Additional Interest, 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 $1,000 only; *provided* that no Notes in denominations of $2,000 or less may 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.

Other than as specifically provided in this Section 4.10, any purchase pursuant to this Section 4.10 shall be made pursuant to the provisions of Sections 3.01 through 3.06 hereof.

(d) 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 set forth in 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; and

(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.

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 *Change of Control Offer.*

(a) Upon the occurrence of a Change of Control, the Company will make an offer (a *"Change of Control Offer"*) to each Holder to repurchase all or any part (equal to $1,000 or an integral multiple of $1,000; *provided* that no Notes in denominations of $2,000 or less may be repurchased in part) of that Holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased plus accrued and unpaid interest and Additional Interest, if any, on the Notes repurchased to the date of purchase, subject to the rights of Holders on the relevant record date to receive interest due on the relevant interest payment date (the *"Change of Control Payment"*). Within 30 days

following any Change of Control, with respect to all outstanding Notes (unless and until there is a default in payment of the applicable redemption price), the Company will mail a notice to each Holder describing the transaction or transactions that constitute the Change of Control and stating:

(1) that the Change of Control Offer is being made pursuant to this Section 4.15 and that all Notes tendered will be accepted for payment;

(2) the purchase price and the purchase date, which shall be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the *"Change of Control Payment Date"*);

(3) that any Note not tendered will continue to accrue interest;

(4) that Holders electing to have a Note purchased in part pursuant to a Change of Control Offer may elect to have Notes purchased in integral multiples of $1,000 only; *provided* that no Notes in denominations of $2,000 or less may be redeemed or purchased in part;

(5) that, unless the Company defaults in the payment of the Change of Control Payment, all Notes accepted for payment pursuant to the Change of Control Offer will cease to accrue interest after the Change of Control Payment Date;

(6) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender the Notes, with the form entitled "Option of Holder to Elect Purchase" attached to the Notes completed, or transfer by book-entry transfer, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;

(7) that Holders will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Change of Control Payment Date, a telegram, facsimile transmission or letter setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his election to have the Notes purchased; and

(8) that Holders whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to $2,000 in principal amount or an integral multiple of $1,000 thereof.

(b) On the Change of Control Payment Date, the Company will, to the extent lawful:

(1) accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;

(2) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(3) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company.

The Paying Agent will promptly mail to each Holder of Notes properly tendered and not withdrawn the Change of Control Payment for such Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered, if any; *provided* that any such new Notes will be in denominations of $2,000 and integral multiples of $1,000 in excess thereof. The Company will publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

Other than as specifically provided in this Section 4.15, any purchase pursuant to this Section 4.15 shall be made pursuant to the provisions of Sections 3.01 through 3.06 hereof.

(c) Notwithstanding anything to the contrary in this Section 4.15, The Company will not be required to make a Change of Control Offer upon a Change of Control if (i) a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 4.15 and purchases all Notes properly tendered and not withdrawn under the Change of Control Offer or (ii) a notice of redemption for all outstanding Notes has been given pursuant to Section 3.07 hereof, unless and until there is a default in payment of the applicable redemption price. A Change in Control Offer may be made in advance of a Change of Control, with the obligation to pay and the timing of payment conditioned upon the occurrence of a Change of Control, if a definitive agreement to effect a Change of Control is in place at the time the Change of Control Offer is made.

(d) 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 those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change in Control. To the extent that the provisions of any securities laws or regulations conflict with the provisions of this Section 4.15, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 4.15 by virtue of such compliance.

Section 4.16 *Excess Cash Flow Offer.*

(a) After the end of each fiscal year beginning with the fiscal year ending on December 31, 2012, the Company shall determine the amount (the " *Excess Cash Flow Offer Amount* ") that is equal to:

(1) 75% of any Excess Cash Flow of the Company and its Restricted Subsidiaries on a consolidated basis until the Company has offered to purchase up to $50 million in aggregate principal amount of the Notes calculated using the purchase price for the Notes pursuant to this Section 4.16;

(2) 50% of any Excess Cash Flow of the Company and its Restricted Subsidiaries on a consolidated basis until the Company has offered to purchase up to $75 million in aggregate principal amount of the Notes calculated using the purchase price for the Notes pursuant to this Section 4.16;

(3) 25% of any Excess Cash Flow of the Company and its Restricted Subsidiaries on a consolidated basis until the Company has offered to purchase up to $100 million in aggregate principal amount of the Notes calculated using the purchase price for the Notes pursuant to this Section 4.16; and

(4) 0% thereafter;

for such fiscal year and make an offer (an " *Excess Cash Flow Offer* ") to the Holders to repurchase all or any part (equal to $2,000 or integral multiples of $1,000 in excess thereof) of each Holder's Notes at the purchase price described below; *provided* , *however* , that the maximum aggregate price payable in any Excess Cash Flow Offer will not exceed the applicable Excess Cash Flow Offer Amount. The amount of all Excess Cash Flow Offers made pursuant to this Excess Cash Flow provision shall be aggregated for purposes of determining the applicable percentage for any annual period.

(b) In each Excess Cash Flow Offer, the Company will be required to repurchase Notes validly tendered and not withdrawn at a purchase price in cash equal to 103% of their principal amount, plus accrued and unpaid interest to the Excess Cash Flow Offer Payment Date, subject to pro-ration in the event of oversubscription and to the right of Holders on the relevant regular record date to receive interest due on an interest payment date falling on or prior to the applicable date of repurchase. Upon completion of each Excess Cash Flow Offer, the Excess Cash Flow Offer Amount for purposes of this Section 4.16 shall be reset at zero.

(c) If the Company is required to make an Excess Cash Flow Offer as provided in Section 4.16(a) hereof, the Company will mail within 95 days after the end of each fiscal year ending December 31, a notice to each Holder, with a copy to the Trustee, which notice shall govern the terms of the Excess Cash Flow Offer. Such notice shall state:

(1) that the Excess Cash Flow Offer is being made pursuant to this Section 4.16 and that all Notes tendered will be accepted for payment;

(2) the Excess Cash Flow Offer Amount, the purchase price and the purchase date, which shall be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the *"Excess Cash Flow Offer Payment Date"*);

(3) that any Note not tendered will continue to accrue interest;

(4) that Holders electing to have a Note purchased in part pursuant to an Excess Cash Flow Offer may elect to have Notes purchased in integral multiples of $1,000 only; *provided* that no Notes in denominations of $2,000 or less may be redeemed or purchased in part;

(5) that, unless the Company defaults in the payment of the Excess Cash Flow Offer Amount, all Notes accepted for payment pursuant to the Excess Cash Flow Offer will cease to accrue interest after the Excess Cash Flow Offer Payment Date;

(6) that Holders electing to have any Notes purchased pursuant to a Excess Cash Flow Offer will be required to surrender the Notes, with the form entitled "Option of Holder to Elect Purchase" attached to the Notes completed, or transfer by book-entry transfer, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Excess Cash Flow Offer Payment Date;

(7) that Holders will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Excess Cash Flow Offer Payment Date, a telegram, facsimile transmission or letter setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his election to have the Notes purchased; and

(8) that Holders whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, which

unpurchased portion must be equal to $2,000 in principal amount or an integral multiple of $1,000 thereof.

(d) Notwithstanding anything to the contrary in the foregoing, the Company shall not be required to mail such an offer until the date on which the Secured Note Prepayment Conditions have been satisfied, if required, under the Senior Credit Facility so long as such conditions have been satisfied on or prior to May 31st of the fiscal year immediately succeeding the fiscal year with respect to which such Excess Cash Flow Offer is to be made (it being understood and agreed for the avoidance of doubt that such date of mailing may occur subsequent to such 95th day but, in any event, not subsequent to such May 31st).

(e) If only a portion of a Note is purchased pursuant to an Excess Cash Flow Offer, a new Note in a principal amount equal to the portion thereof not purchased will be issued in the name of the Holder thereof upon cancellation of the original Note (or appropriate adjustments to the amount and beneficial interests in a Global Note will be made). Notes (or portions thereof) purchased pursuant to an Excess Cash Flow Offer will be cancelled and cannot be reissued.

(f) On the Excess Cash Flow Offer Payment Date, the Company will, to the extent lawful:

(1) accept for payment all Notes or portions of Notes properly tendered and not withdrawn pursuant to the Excess Cash Flow Offer;

(2) deposit with the Paying Agent an amount equal to the aggregate purchase price to be paid in such Excess Cash Flow Offer in respect of Notes or portions of Notes properly tendered and not withdrawn; and

(3) deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased by the Company.

The Paying Agent will promptly mail or wire transfer to each Holder of Notes or portions of Notes properly tendered and not withdrawn the purchase price payable with respect to such Notes or portions of Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered. Any Note or portion of a Note accepted for payment pursuant to an Excess Cash Flow Offer will cease to accrue interest on and after the Excess Cash Flow Offer Payment Date. The Company will publicly announce the results of any Excess Cash Flow Offer on or as soon as practicable after the Excess Cash Flow Offer Payment Date.

Other than as specifically provided in this Section 4.16, any purchase pursuant to this Section 4.16 shall be made pursuant to the provisions of Sections 3.01 through 3.06 hereof.

(g) 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 the repurchase of Notes pursuant to an Excess Cash Flow Offer. To the extent that the provisions of any securities laws or regulations conflict with this Section 4.16, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached their obligations under this Section 4.16 by virtue of such compliance.

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 " *Owned Premises* ") and any Existing Specified Leased Property (together with the Owned Premises, individually and collectively, the " *Premises* "), the Company or such Guarantor shall deliver to the Collateral Agent within 90 days of the Issue Date, or in the case of any Owned Premises acquired after the Issue Date, within 90 days of the date of such acquisition:

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

(2) (i) mortgagee's title insurance policies in favor of the Collateral Agent, as mortgagee for the ratable benefit of the Collateral Agent, the Trustee and the Holders in an amount equal to 100% of the estimated fair market value of the Owned Premises purported to be covered by the related Mortgage, and with respect to the Existing Specified Leased Property, in an amount equal to the amount of title insurance provided to the Senior Credit Facility Agent with respect to its Mortgage on the Existing Specified Leased Property, insuring that title to such property is vested in the Company or the applicable Guarantor and that the interests created by the Mortgage constitute valid Liens thereon free and clear of all Liens, defects and encumbrances other than Permitted Liens together with, to the extent available, such endorsements, as are customary for financings of this type, accompanied by evidence of the payment in full of all premiums thereon and (ii) such affidavits, certificates, instruments of indemnification and other items (including a so-called "gap" indemnification) of the Company or the applicable Guarantor as shall be reasonably required to induce the title insurer to issue the title insurance policies and endorsements referenced herein with respect to each of the Premises;

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

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

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

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

The Company and any Guarantor that is a lessee of, a real property where Collateral is located, is, and will be, required to use commercially reasonable efforts (which for the avoidance of doubt, shall not require the payment by the Company or such Guarantor, as the case may be, of any fee to the lessor in connection with the obtaining of any such collateral access agreement) to deliver to the Collateral Agent a collateral access agreement, executed by the lessor of such real property but only to the extent such lessor has provided a collateral access agreement to the Senior Credit Facility Agent pursuant to the Senior Credit Facility; *provided* that in the case where such lease is a lease in existence on the Issue Date, the Company or Guarantor that is the lessee thereunder shall have 90 days from the Issue Date to satisfy such requirement. For the avoidance of doubt, if the Company or any applicable Guarantor fails to enter into a collateral access agreement after using commercially reasonable efforts (it being understood that the Company shall be solely responsible for determining whether it has used commercially reasonable efforts, which shall be set forth in an 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 in such an agreement and shall have the right to decline signing such an agreement if, after being advised by counsel, the Trustee or Collateral Agent determines in good faith that such action would expose the Trustee or Collateral Agent to liability or if doing so is consistent with its rights, privileges, protections and immunities set forth in this Indenture or the Collateral Documents.

Section 4.18 *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 (19) 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 *Further Assurances.*

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

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

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

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

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

Upon the exercise by the Trustee or any Holder of any power, right, privilege or remedy under this Indenture, the Registration Rights Agreement, 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 4.20 *Payments for Consent.*

The Company will not, and will not permit any of its Restricted Subsidiaries to, directly or indirectly, pay or cause to be paid any consideration to or for the benefit of any Holder for or as an inducement to any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Notes unless such consideration is paid to all Holder that consent, waive or agree to amend in the time frame set forth in the solicitation documents relating to such consent, waiver or agreement.

Section 4.21 *Additional Note Guarantees.*

If the Company or any of its Restricted Subsidiaries acquires or creates another Domestic Restricted Subsidiary after the Issue Date, then that newly acquired or created Domestic Restricted Subsidiary will within 10 Business Days of the date on which it was acquired or created (i) execute and deliver to the Trustee a supplemental indenture, substantially in the form attached as Exhibit E hereto, pursuant to which such Domestic 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 (iii) deliver to the Trustee an Opinion of Counsel 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); *provided* that (a) any Domestic Subsidiary that constitutes an Immaterial Subsidiary need not become a Guarantor until such time as it ceases to be an Immaterial Subsidiary and (b) notwithstanding anything to the contrary herein, if Kreher Steel Company, LLC becomes a direct or indirect Subsidiary of the Company, the Company will cause Kreher Steel Company, LLC to become a Guarantor. The form of such Note Guarantee is attached as Exhibit E hereto.

Section 4.22 *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 filing with 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 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 Person formed by or surviving any such consolidation or merger (if other than the Company) or the Person to which such sale, assignment, transfer, conveyance or other disposition has been made assumes all the obligations of the Company under the Notes, this Indenture, the Registration Rights Agreement and the Collateral Documents pursuant to agreements reasonably satisfactory to the Trustee;

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

(4) the Company or 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 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.

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 the 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 Person formed by such consolidation or into or with which the Company is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made 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 Person and not to the Company), and may exercise every right and power of the Company under this Indenture with the same effect as if such successor Person had been named as the Company herein; *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, or Additional Interest, if any, with respect to, 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, 4.15, 4.16 or 5.01 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; and

(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.

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, or Additional Interest, 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, premium, if any, and Additional Interest, 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, premium, if any, or Additional Interest, 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.

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.

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, premium, if any, and Additional Interest, 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, premium, if any, and Additional Interest, 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 and the Collateral Agent, their respective agents and attorneys for amounts due under Section 7.07 hereof, and under the Collateral Documents, including payment of all compensation, expenses and liabilities incurred, and all advances made, by the Trustee and the Collateral Agent and the costs and expenses of collection;

Second : to Holders of Notes for amounts due and unpaid on the Notes for principal, interest, premium, if any, and Additional Interest, if any, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal, interest, premium, if any, and Additional Interest, 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 of which the Trustee is deemed to have notice hereunder has occurred and is continuing, 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 continuance of an Event of Default of which the Trustee is deemed to have notice hereunder:

(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, the Trustee will examine the certificates and opinions to determine whether or not they conform to the requirements of this Indenture.

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

(1) this paragraph does not limit the effect of paragraph (b) 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 negligent in ascertaining the pertinent facts; 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) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b) and (c) of this Section 7.01.

(e) No provision of this Indenture will require the Trustee to expend or risk its own funds or incur any liability. The Trustee will be under no obligation to exercise any of its rights and powers under this Indenture at the request of any Holders, unless such Holder has offered to the Trustee security and indemnity satisfactory to it against any loss, liability or expense.

(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.

Section 7.02 *Rights of Trustee.*

(a) The Trustee may conclusively rely upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent order or other document believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated 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 or Opinion of Counsel. The Trustee may consult with counsel and the written 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.

(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 will be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders unless such Holders have offered to the Trustee reasonable indemnity or security against the losses, liabilities and expenses that might be incurred by it in compliance with such request or direction.

(g) Permissive rights of the Trustee hereunder shall not constitute performance duties.

(h) 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.

(i) In no event shall the Trustee be responsible or liable for special, indirect, 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.

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

(k) 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 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.

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

(m) 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.

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. 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 as to the validity or adequacy of this Indenture or the Notes, it 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, it will not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it will not be responsible for any statement or recital herein or any statement in the Notes or any other document in connection with the sale of the Notes or pursuant to this Indenture other than its certificate of authentication.

Section 7.05 *Notice of Defaults.*

If a Default or Event of Default occurs and is continuing and if it is known to the Trustee, the Trustee will mail 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, premium, if any, or Additional Interest, 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. 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 will indemnify the Trustee, including its directors, officers, employees, agents or any predecessor Trustee, against any and all losses, liabilities, damages, claims or expenses, including 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, including the costs and expenses of enforcing this Indenture 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, except to the extent any such loss, liability or expense may be attributable to its negligence or bad faith 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 of this Indenture 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, 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 mail 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.

This 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.

ARTICLE 8
LEGAL DEFEASANCE AND COVENANT DEFEASANCE

Section 8.01 *Option to Effect Legal Defeasance or Covenant Defeasance.*

The Company may at any time, at the option of its Board of Directors evidenced by a resolution set forth in an Officers' Certificate, elect to have either Section 8.02 or 8.03 hereof be applied to all outstanding Notes upon compliance with the conditions set forth below in this Article 8.

Section 8.02 *Legal Defeasance and Discharge.*

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 8.04 hereof, be deemed to have been discharged from their obligations with respect to all outstanding Notes (including the Note Guarantees) on the date the conditions set forth below are satisfied (hereinafter, " *Legal Defeasance* "). For this purpose, Legal Defeasance means that the Company and the Guarantors will be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes (including the Note Guarantees), which will thereafter be deemed to be "outstanding" only for the purposes of Section 8.05 hereof and the other Sections of this Indenture referred to in clauses (1) and (2) below, and to have satisfied all their other obligations under such Notes, the Note Guarantees and this Indenture (and the Trustee, on demand of and at the expense of the Company, shall execute proper instruments acknowledging the same), except for the following provisions which will survive until otherwise terminated or discharged hereunder:

(1) the rights of Holders of outstanding Notes to receive payments in respect of the principal of and interest, premium, if any, and Additional Interest, if any, on such Notes when such payments are due from the trust referred to in Section 8.04 hereof;

(2) the Company's obligations with respect to such Notes under Article 2 and Section 4.02 hereof;

(3) the rights, powers, trusts, duties and immunities of the Trustee hereunder and the Company's and the Guarantors' obligations in connection therewith; and

(4) this Article 8.

Subject to compliance with this Article 8, the Company may exercise its option under this Section 8.02 notwithstanding the prior exercise of its option under Section 8.03 hereof.

Section 8.03 *Covenant Defeasance.*

Upon the Company's exercise under Section 8.01 hereof of the option applicable to this Section 8.03, the Company and each of the Guarantors will, subject to the satisfaction of the conditions set forth in Section 8.04 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, 4.15, 4.16, 4.17, 4.18, 4.19, 4.20, 4.21 and 4.22 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 8.04 hereof are satisfied (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 8.03, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, Sections 6.01(3) through 6.01(8) hereof will not constitute Events of Default.

Section 8.04 *Conditions to Legal or Covenant Defeasance.*

In order to exercise either Legal Defeasance or Covenant Defeasance under either Section 8.02 or 8.03 hereof:

(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, premium, if any, and Additional Interest, 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) in the case of an election under Section 8.02 hereof, the Company must deliver to the Trustee an Opinion of Counsel confirming that:

(A) the Company has received from, or there has been published by, the Internal Revenue Service a ruling; or

(B) since the Issue Date, there has been a change in the applicable federal income tax law,

in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal 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 Legal Defeasance had not occurred;

(3) in the case of an election under Section 8.03 hereof, 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;

(4) 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;

(5) such Legal Defeasance or 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;

(6) 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

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

Section 8.05 *Deposited Money and Government Securities to be Held in Trust; Other Miscellaneous Provisions.*

Subject to Section 8.06 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 8.05, the " *Trustee* ") pursuant to Section 8.04 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, premium, if any, and Additional Interest, 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 8.04 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 8.04 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 8.04(1) hereof), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

Section 8.06 *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, premium, if any, or Additional Interest, if any, on any Note and remaining unclaimed for two years after such principal, interest, premium, if any, or Additional Interest, 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 8.07 *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 or 8.03 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 or 8.03 hereof until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02 or 8.03 hereof, as the case may be; *provided, however* , that, if the Company makes any payment of principal of or interest, premium, if any, or Additional Interest, 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 and the Trustee may amend or supplement the Notes Documents without the consent of any Holder of Note:

(1) to cure any ambiguity, 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 or maintain the qualification of this Indenture under the TIA;

(6) to conform the text of this Indenture, the Note Guarantees, the Notes or the Collateral Documents to any provision of the "Description of Notes" section of the Company's Offering Memorandum dated December 12, 2011, relating to the initial offering of the Notes, to the extent that such provision in that "Description of Notes" was intended to be a verbatim recitation of a provision hereof or thereof; or

(7) to allow any Guarantor to execute a supplemental indenture and/or a Note Guarantee with respect to the Notes.

Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amended or supplemental indenture, and upon receipt by the Trustee of the documents described in Section 7.02 hereof, the Trustee will join with the Company in the execution of any amended or supplemental indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee will not be obligated to enter into such amended or supplemental indenture that affects its own rights, duties or immunities under this Indenture or otherwise.

Section 9.02 *With Consent of Holders of Notes.*

Except as provided below in this Section 9.02, the Company and the Trustee may amend or supplement this Indenture (including, without limitation, Sections 4.10, 4.15 and 4.16 hereof) and the Notes and the Note Guarantees 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, premium, if any, or Additional Interest, if any, on the Notes, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of this Indenture or the Notes or the Note Guarantees 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 amended or supplemental indenture, and upon the filing with the Trustee of evidence satisfactory to the Trustee 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 will join with the Company in the execution of such amended or supplemental indenture unless such amended or supplemental indenture directly affects the Trustee's own rights, duties or immunities under this Indenture

or otherwise, in which case the Trustee may in its discretion, but will not be obligated to, enter into such amended or supplemental Indenture.

It is not be 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 mail to the Holders of Notes affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Company to mail 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 Notes or the Note Guarantees. 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 Sections 4.10, 4.15 and 4.16 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, premium, if any, or Additional Interest, 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, premium, if any, or Additional Interest, if any, on the Notes;

(7) waive a redemption payment with respect to any Note (other than a payment required by Section 4.10, 4.15 or 4.16 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; or

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

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 *Compliance with Trust Indenture Act.*

Every amendment or supplement to this Indenture or the Notes will be set forth in an amended or supplemental indenture 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 to Sign Amendments, etc.*

The Trustee 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. 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 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 this Indenture.

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 its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes or the obligations of the Company hereunder or thereunder, that:

(1) the principal of and interest, premium, if any, and Additional Interest, if any, on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption 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 or the Trustee 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 or the Trustee is required by any court or otherwise to return to the Company, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or the Guarantors, any amount paid by either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, will be reinstated in full force and effect.

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

Section 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 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 4.21 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.

In the event that the Company or any of its Restricted Subsidiaries creates or acquires any Domestic Subsidiary after the Issue Date, if required by Section 4.21 hereof, the Company will cause such Domestic Subsidiary to comply with the provisions of Section 4.21 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, the Registration Rights Agreement and appropriate Collateral Documents pursuant to agreements reasonably satisfactory to the Trustee; or

(b) the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of this Indenture, including without limitation, Section 4.10 hereof.

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 or substantially all of the assets of that Guarantor (including by way of merger or consolidation) 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) 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;

(3) if the Company designates any Restricted Subsidiary that is a Guarantor to be an Unrestricted Subsidiary in accordance with Section 4.22 hereof;

(4) 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

(5) upon a Covenant Defeasance or Legal 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, premium, if any, and Additional Interest, 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 have become due and payable by reason of the mailing of a notice of redemption or otherwise or will become due and payable within one year 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 and interest, premium, if any, and Additional Interest, if any, to the date of maturity or redemption;

(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

(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 or on the redemption date, as the case may be.

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 and 8.06 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, premium, if any, and Additional Interest, if any for whose payment such money has been deposited with the Trustee; 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, premium, if any, or Additional Interest, 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 *Trust Indenture Act Controls.*

If any provision of this Indenture limits, qualifies or conflicts with the duties imposed by TIA Section 318(c), the imposed duties will control.

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.: (847) 241-8214
Attention: Chief Financial Officer

With a copy to:

McDermott Will & Emery LLP
227 West Monroe Street
Chicago, IL 60606
Facsimile No.: (312) 984-7700
Attention: Michael Boykins and John Hammond

If to the Trustee:

U.S. Bank National Association
60 Livingston Avenue
EP-MN-WS3C
St. Paul, MN 55107-1419
Facsimile No.: (651) 495-8097
Attention: Corporate Trust Administrator

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; 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 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 so 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.

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.

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 to take any action under this Indenture, the Company shall furnish to the Trustee:

(1) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee (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 relating to the proposed action have been satisfied; and

(2) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee (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 or Paying 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 Registration Rights Agreement, 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, 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 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 and Additional Interest, if any, 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 and the performance of all other Obligations of the Company and the Guarantors to the Holders or the Trustee under this Indenture, the Collateral Documents, the Note Guarantees and the Notes shall be secured as provided in the Collateral Documents. Notwithstanding anything to the contrary herein, no Collateral shall consist of any Excluded Assets.

(b) Each Holder, by its acceptance of a Note, consents and agrees to the terms of each Collateral Document, as the same may be in effect or may be amended from time to time in accordance with its respective terms, and authorizes and directs the Collateral Agent to enter into this Indenture and the Collateral Documents and to perform its obligations and exercise its rights thereunder in accordance therewith. The Company shall, and the Company shall cause each of its 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 Collateral Documents, to assure and confirm to the Collateral Agent the security interests in the Collateral contemplated by the Collateral Documents, as from time to time constituted, so as to render the same available for the security and benefit of this Indenture and of the Notes and Note Guarantees secured hereby, according to the intent and purpose herein and therein expressed and subject to the Intercreditor Agreement, if any, including taking all commercially reasonable actions required to cause the Collateral Documents to create and maintain, as security for the Obligations contained in this Indenture, the Notes, the Collateral Documents and the Note Guarantees valid and enforceable, perfected (to the extent required therein) security interests in and on all the Collateral, in favor of the Collateral

Agent, superior to and prior to the rights of all third Persons other than as set forth in the Intercreditor Agreement, 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.*

(a) Other than on the Issue Date, the Company shall furnish to the Trustee, 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 and such 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 and continuation statements have been filed are necessary fully to preserve and protect the rights of and perfect such security interests of the Trustee for the benefit of itself and the Holders, under the Collateral Documents or (ii) stating that, in the Opinion of such Counsel, no such action is necessary to perfect any security interest created under this Indenture, the Notes or any of the Collateral Documents as intended by this Indenture, the Notes or any such Collateral Document.

Section 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 any provision to the contrary herein, Collateral comprised of accounts receivable, and inventory or the proceeds of the foregoing, or cash shall be subject to release upon sales of such inventory, collection of the proceeds of such accounts receivable, and withdrawals of cash from the Company's deposit accounts in the ordinary course of business. If requested in writing by the Company, the Trustee shall instruct the Collateral Agent to execute and deliver such documents, instruments or statements and to take such other action as the Company may request to evidence or confirm that the Collateral falling under this Section 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 hereunder have been met and without the consent of any Holder, the Company and the Guarantors will be entitled to releases of assets included in the Collateral from the Liens securing the obligations under the Notes and the Note Guarantees under any one or more of the following circumstances:

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

(2) the property and assets of a Guarantor upon the release of such Guarantor from its Note Guarantee in accordance with Section 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 and Additional Interest, if any, on the Notes and all other Obligations hereunder, the Note Guarantees and the Collateral Documents that are due and payable at or prior to the time such principal, premium, if any, and accrued and unpaid interest are paid, (ii) a satisfaction and discharge of this Indenture as described above under Article 11 hereof, (iii) the occurrence of a Legal Defeasance or 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.

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.*

U.S. Bank National Association is hereby appointed Collateral Agent. Subject to the provisions of the applicable Collateral Documents, each Holder, by acceptance of its Note(s) agrees that (a) the Collateral Agent shall execute and deliver the Collateral Documents and act in accordance with the terms thereof, (b) the Collateral Agent may, in its sole discretion and without the consent of the Trustee or the Holders, take all actions it deems necessary or appropriate in order to (i) enforce any of the terms of the Collateral Documents and (ii) collect and receive any and all amounts payable in respect of the Obligations of the Company and the Guarantors hereunder and under the Notes, the Note Guarantees and the Collateral Documents and (c) to the extent permitted by this Indenture, the Collateral Agent shall have power to institute and to maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Collateral by any act that may be unlawful or in violation of the Collateral Documents or this Indenture, and suits and proceedings as the Collateral Agent may deem expedient to preserve or protect its interests and the interests of the Trustee and the Holders in the Collateral (including the power to institute and maintain suits or proceedings to restrain the enforcement of or compliance with any

legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid if the enforcement of, or compliance with, such enactment, rule or order would impair the security interest thereunder or be prejudicial to the interests of the Collateral Agent, the Holders or the Trustee). Notwithstanding the foregoing, the Collateral Agent may, at the expense of the Company, request the direction of the Holders or the Trustee with respect to any such actions and upon receipt of the written consent of the Holders of at least a majority in aggregate principal amount of the outstanding Notes, shall take such actions; *provided* that all actions so taken shall, at all times, be in conformity with the requirements of the Intercreditor Agreement.

Section 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.*

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.

[Signatures on following page]

SIGNATURES

Dated as of December 15, 2011

A. M. CASTLE & CO.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President & Chief Financial Officer

TRANSTAR METALS CORP.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President

ADVANCED FABRICATING TECHNOLOGY, LLC

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President & Treasurer

OLIVER STEEL PLATE CO.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Treasurer

PARAMONT MACHINE COMPANY, LLC

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President

TOTAL PLASTICS, INC.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President

TRANSTAR INVENTORY CORP.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President

KEYSTONE TUBE COMPANY, LLC

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Treasurer

TUBE SUPPLY, LLC

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Director & Treasurer

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

By: /s/ Lynn Gosselin
Name: Lynn Gosselin
Title: Vice President

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

By: /s/ Lynn Gosselin
Name: Lynn Gosselin
Title: Vice President

EXHIBIT A

[FORM OF NOTE]

[Insert the Global Note Legend, if applicable]
[Insert the Private Placement Legend, if applicable]

CUSIP [ ]

12.750% Senior Secured Notes due 2016

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, 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,]* on December 15, 2016.

Interest Payment Dates: December 15 and June 15

Record Dates: December 1 and June 1

Dated: [ ], 201[ ]

A.M. CASTLE & CO.

By: _____
Name:
Title:

This is one of the Notes referred to
in the within-mentioned Indenture:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

* *Insert in Global Note.*

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 12.750% per annum from December 15, 2011 until maturity and shall pay the Additional Interest, if any, payable pursuant to the Registration Rights Agreement. The Company will pay interest and Additional Interest, if any, semi-annually in arrears on December 15 and June 15 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, 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 [, 20]. 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, premium, if any, and Additional Interest, 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 . The Company will pay interest on the Notes (except defaulted interest) and Additional Interest, if any, to the Persons who are registered Holders of Notes at the close of business on the December 1 or June 1 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, premium, if any, and Additional Interest, 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, premium, if any, and Additional Interest, 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.

(3) Paying Agent and Registrar . Initially, U.S. Bank National Association, the Trustee under the Indenture, will act as Paying Agent and Registrar. The Company may change any Paying Agent or Registrar 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 December 15, 2011 (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, the provisions of the Indenture shall govern and be controlling. The Notes are secured obligations of the Company limited to $225.0 million in aggregate principal amount.

(5) Optional Redemption .

(a) At any time prior to December 15, 2014, the Company may on any one or more occasions redeem up to 35% of the aggregate principal amount of Notes upon not less than 30 nor more than 60 days' prior notice, at a redemption price of 112.750% of the principal amount, plus accrued and unpaid interest, premium, if any, and Additional Interest, if any, to the redemption date (subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date), with the net cash proceeds of one or more Equity Offerings; *provided* that:

(1) at least 65% of the aggregate principal amount of Notes originally issued under the Indenture (excluding Notes held by the Company and its Subsidiaries) remains outstanding immediately after the occurrence of such redemption; and

(2) the redemption occurs within 90 days of the date of the closing of such Equity Offering.

(b) At any time prior to December 15, 2014, the Company may also on any one or more occasions redeem all or a part of the Notes, upon not less than 30 nor more than 60 days' prior notice, at a redemption price equal to 100% of the principal amount of Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest and Additional Interest, if any, to the date of redemption, subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant interest payment date.

(c) Except as set forth in clauses (a) and (b) above, the Notes will not be redeemable at the Company's option prior to December 15, 2014. On or after December 15, 2014, the Company may redeem on any one or more occasions all or a part of the Notes upon not less than 30 nor more than 60 days' notice to the Holders of the Notes, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest and Additional Interest, if any, on the Notes redeemed, to the applicable redemption date, if redeemed during the twelve month period beginning on December 15 of the years indicated below, subject to the rights of Holders of Notes on the relevant record date to receive interest on the relevant interest payment date:

Year	Percentage
2014	106.375%
2015 and thereafter	100.000%

Unless the Company defaults in the payment of the redemption price, interest will cease to accrue on the Notes or portions thereof called for redemption on the applicable redemption date.

(6) Mandatory Redemption .

The Company is not required to make mandatory redemption or sinking fund payments with respect to the Notes. However, under certain circumstances, the Company may be required to offer to

purchase Notes as described under Sections 4.10, 4.15 and 4.16 of the Indenture and paragraph (7) hereof. 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.

(7) Repurchase at the Option of Holder .

(a) If the Company or a Restricted Subsidiary of the Company consummates any Asset Sales, within 15 days of each date on which 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 at an offer price in cash in an amount equal to 100% of the principal amount thereof plus accrued and unpaid interest and Additional Interest, if any, thereon to the date of purchase, in accordance with the procedures set forth in the Indenture. To the extent that the aggregate amount of Notes tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Company (or such Restricted Subsidiary) may use such deficiency for any purpose not otherwise prohibited by the Indenture. If the aggregate principal amount of Notes tendered into such Asset Sale Offer exceeds the amount of Excess Proceeds, the Trustee shall select the Notes to be purchased on a pro rata basis.

(b) Upon the occurrence of a Change of Control, the Company will make an offer (a " *Change of Control Offer* ") to each Holder to repurchase all or any part (equal to $1,000 or an integral multiple of $1,000; *provided* that no Notes in denominations of $2,000 or less may be repurchased in part) of that Holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes repurchased plus accrued and unpaid interest and Additional Interest, if any, on the Notes repurchased to the date of purchase, subject to the rights of Holders on the relevant record date to receive interest due on the relevant interest payment date (the " *Change of Control Payment* "). Within 30 days following any Change of Control, the Company will mail a notice to each Holder setting forth the procedures governing the Change of Control Offer as required by the Indenture.

(c) After the end of each fiscal year beginning with the fiscal year ending on December 31, 2012, the Company shall determine the amount (the " *Excess Cash Flow Offer Amount* ") that is equal to:

(i) 75% of any Excess Cash Flow of the Company and its Restricted Subsidiaries on a consolidated basis until the Company has offered to purchase up to $50 million in aggregate principal amount of the Notes calculated using the purchase price for the Notes pursuant to Section 4.16 of the Indenture;

(ii) 50% of any Excess Cash Flow of the Company and its Restricted Subsidiaries on a consolidated basis until the Company has offered to purchase up to $75 million in aggregate principal amount of the Notes calculated using the purchase price for the Notes pursuant to Section 4.16 of the Indenture;

(iii) 25% of any Excess Cash Flow of the Company and its Restricted Subsidiaries on a consolidated basis until the Company has offered to purchase up to $100 million in aggregate principal amount of the Notes calculated using the purchase price for the Notes pursuant to Section 4.16 of the Indenture; and

(iv) 0% thereafter;

for such fiscal year and make an offer (an " *Excess Cash Flow Offer* ") to the Holders to repurchase all or any part (equal to $2,000 or integral multiples of $1,000 in excess thereof) of each Holder's Notes at the purchase price described below; *provided* , *however* , that the maximum aggregate price payable in any Excess Cash Flow Offer will not exceed the applicable Excess Cash Flow Offer Amount. The amount of all Excess Cash Flow Offers made pursuant to this Excess Cash Flow provision shall be aggregated for purposes of determining the applicable percentage for any annual period. In each Excess Cash Flow Offer, the Company will be required to repurchase Notes validly tendered and not withdrawn at a purchase price in cash equal to 103% of their principal amount, plus accrued and unpaid interest to the Excess Cash Flow Offer Payment Date, subject to pro-ration in the event of oversubscription and to the right of Holders on the relevant regular record date to receive interest due on an interest payment date falling on or prior to the applicable date of repurchase. Within 95 days after the end of each fiscal year ending December 31, the Company will mail a notice to each Holder setting forth the procedures governing the Excess Cash Flow Offer as required by the Indenture. Notwithstanding anything to the contrary in the foregoing, the Company shall not be required to mail such an offer until the date on which the Secured Note Prepayment Conditions have been satisfied, if required, under the Senior Credit Facility so long as such conditions have been satisfied on or prior to May 31st of the fiscal year immediately succeeding the fiscal year with respect to which such Excess Cash Flow Offer is to be made (it being understood and agreed for the avoidance of doubt that such date of mailing may occur subsequent to such 95th day but, in any event, not subsequent to such May 31st).

(d) Holders of Notes that are the subject of an offer to purchase will receive an Asset Sale Offer, Change of Control Offer or Excess Cash Flow Offer from the Company prior to any related purchase date and may elect to have such Notes purchased by completing the form entitled " *Option of Holder to Elect Purchase* " attached to the Notes.

(8) Notice of Redemption . Notice of redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each Holder whose Notes are to be redeemed at its registered address, except that redemption notices may be mailed more than 60 days prior to a redemption date if the notice is issued in connection with a defeasance of the Notes or a satisfaction or discharge of the Indenture. Notes in denominations larger than $2,000 may be redeemed in part but only in whole multiples of $1,000, unless all of the Notes held by a Holder are to be redeemed.

(9) Denominations, Transfer, Exchange . The Notes are in registered form without coupons in denominations of $2,000 and integral multiples of $1,000. 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 Note or portion of a Note selected for redemption, except for the unredeemed portion of any Note being redeemed in part. Also, 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 . Subject to certain exceptions, the Notes Documents may be amended or supplemented 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, and any existing Default or Event or Default or compliance with any provision of the Indenture or the Notes 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. Without the consent of any Holder of a Note, the Notes Documents may be amended or supplemented: (i) to cure any ambiguity, defect or inconsistency; (ii) to provide for uncertificated Notes in addition to or in place of certificated Notes; (iii) to provide for the assumption of the Company's or a Guarantor's obligations to Holders of the Notes and Note Guarantees by a successor to the Company or such Guarantor; (iv) 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 the Indenture of any such Holder as determined by the Board of Directors evidenced by a resolution thereof and Officers' Certificate delivered to the Trustee; (v) to comply with requirements of the SEC in order to effect or maintain the qualification of the Indenture under the TIA; (vi) to conform the text of the Indenture, the Note Guarantees, the Notes or the Collateral Documents to any provision of the "Description of Notes" section of the Company's Offering Memorandum dated December 12, 2011, relating to the initial offering of the Notes, to the extent that such provision in that "Description of Notes" was intended to be a verbatim recitation of a provision hereof or thereof; or (vii) to allow any Guarantor to execute a supplemental indenture and/or a Note Guarantee with respect to the Notes.

(12) Defaults and Remedies . Events of Default include: (i) default for 30 days in the payment when due of interest on, or Additional Interest, if any, with respect to, the Notes; (ii) default in the payment when due (at maturity, upon redemption or otherwise) of the principal of, or premium, if any, on, the Notes; (iii) failure by the Company or any of its Restricted Subsidiaries to comply with Section 4.07, 4.09, 4.10, 4.15, 4.16 or 5.01 of the Indenture; (iv) 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; (v) 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 is caused by a Payment Default or 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; (vi) 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; (vii) except as permitted by the 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 the 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; (viii) except as permitted by the 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 and (ix) certain events of bankruptcy or insolvency with respect to the Company or any of its Restricted Subsidiaries that is a Significant Subsidiary or any group of Restricted Subsidiaries that, taken together, would constitute a Significant Subsidiary.

(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 Registration Rights Agreement, 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), TEN ENT (= 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) Additional Rights of Holders of Restricted Global Notes and Restricted Definitive Notes . In addition to the rights provided to Holders of Notes under the Indenture, Holders of Restricted Global Notes and Restricted Definitive Notes will have all the rights set forth in the Registration Rights Agreement.

(18) 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 of redemption 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 of redemption, and reliance may be placed only on the other identification numbers placed thereon.

(19) 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 and/or the Registration Rights Agreement. Requests may be made to:

A.M. Castle & Co.
1420 Kensington Court, Suite 220
Oak Brook, IL 60523
Facsimile No.: (847) 241-8214
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).*

OPTION OF HOLDER TO ELECT PURCHASE

If you want to elect to have this Note purchased by the Company pursuant to Section 4.10, 4.15 or 4.16 of the Indenture, check the appropriate box below:

☐ Section 4.10 ☐ Section 4.15 ☐ Section 4.16

If you want to elect to have only part of the Note purchased by the Company pursuant to Section 4.10, Section 4.15 or Section 4.16 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

U.S. Bank National Association
60 Livingston Avenue
EP-MN-WS3C
St. Paul, MN 55107-1419
Attention: Corporate Trust Administrator

Re: A.M. Castle & Co. — 12.750% Senior Secured Notes due 2016 (CUSIP)

Reference is hereby made to the Indenture, dated as of December 15, 2011 (the " *Indenture* "), among A.M. Castle & Co., as issuer (the " *Company* "), the guarantors party thereto and U.S. Bank National Association, 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.

EXHIBIT C

FORM OF CERTIFICATE OF EXCHANGE

A.M. Castle & Co.
1420 Kensington Court, Suite 220
Oak Brook, IL 60523

U.S. Bank National Association
60 Livingston Avenue
EP-MN-WS3C
St. Paul, MN 55107-1419
Attention: Corporate Trust Administrator

Re: A.M. Castle & Co. — 12.750% Senior Secured Notes due 2016 (CUSIP)

Reference is hereby made to the Indenture, dated as of December 15, 2011 (the " *Indenture* "), among A.M. Castle & Co., as issuer (the " *Company* "), the guarantors party thereto and U.S. Bank National Association, 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

U.S. Bank National Association
60 Livingston Avenue
EP-MN-WS3C
St. Paul, MN 55107-1419
Attention: Corporate Trust Administrator

Re: A.M. Castle & Co. — 12.750% Senior Secured Notes due 2016 (CUSIP)

Reference is hereby made to the Indenture, dated as of December 15, 2011 (the " *Indenture* "), among A.M. Castle & Co., as issuer (the " *Company* "), the guarantors party thereto and U.S. Bank National Association, 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 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 U.S. Bank National Association, as trustee (in such capacity, the " *Trustee* "), and as collateral agent.

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture, dated as of December 15, 2011 (the " *Indenture* "), providing for the issuance of 12.750% Senior Secured Notes due 2016 (the " *Notes* ");

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

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

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

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

2. Agreement to Guarantee . The Guaranteeing Subsidiary hereby agrees to provide an unconditional Guarantee on the terms and subject to the conditions set forth in the 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, the Indenture, the Note Guarantees, the Registration Rights Agreement, the Collateral 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, THE NOTES, THE 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 THIS SUPPLEMENTAL INDENTURE, THE INDENTURE, THE NOTES, THE GUARANTEES, THE COLLATERAL 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 . The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

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

Dated: , 201

[GUARANTEEING SUBSIDIARY]

By: _____
Name:
Title:

A.M. CASTLE & CO.

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee and Collateral Agent

By: _____
Authorized Signatory

Exhibit 4.2

EXECUTION VERSION

A. M. CASTLE & CO.

AND EACH OF THE GUARANTORS PARTY HERETO

7.00 **% CONVERTIBLE SENIOR NOTES DUE 2017**

INDENTURE

DATED AS OF
DECEMBER 15, 2011

U.S. BANK NATIONAL ASSOCIATION

TRUSTEE

TABLE OF CONTENTS

INDENTURE, dated as of December 15, 2011, between A. M. CASTLE & CO., a Maryland corporation (" **Company** ," as more fully set forth in Section 1.01), each of the Guarantors (as more fully set forth in Section 1.01) and U.S. BANK NATIONAL ASSOCIATION, as trustee (" **Trustee** ," as more fully set forth in Section 1.01).

Each party agrees as follows for the benefit of the other party and for the equal and ratable benefit of the Holders of the Company's 7.00% Convertible Senior Notes due 2017:

ARTICLE 1
DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01 *Definitions* .

Acquisition:

The term "Acquisition," means the acquisition from the existing shareholders of Tube Supply, Inc. of all the issued and outstanding Capital Stock of Tube Supply, Inc. by the Company, directly or indirectly through one or more of its Subsidiaries.

Acquisition-Based Redemption:

The term "Acquisition-Based Redemption" has the meaning specified in Section 12.01(a)(i) .

Acquisition-Based Redemption Price:

The term "Acquisition-Based Redemption Price" has the meaning specified in Section 12.01(a)(i) .

Act:

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

Additional Interest:

The term "Additional Interest" means the additional interest payable pursuant to Section 4.03(a) , Section 4.03(b) and Section 6.02(b) . Unless the context otherwise requires, all references to interest include Additional Interest, if any, payable pursuant hereto.

Additional Notes:

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

Additional Shares:

The term "Additional Shares" has the meaning specified in Section 10.01(b) .

Adjustment Determination Date:

The term "Adjustment Determination Date " has the meaning specified in Section 10.04(l) .

Adjustment Event:

The term "Adjustment Event" has the meaning specified in Section 10.04(l) .

Affiliate:

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

Applicable Procedures:

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

Attributable Debt:

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

Authenticating Agent:

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

Averaging Period:

The term "Averaging Period" has the meaning specified in Section 10.04(e) .

Bankruptcy Law:

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

Bid Solicitation Agent:

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

Board of Directors:

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

Board Resolution:

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

Business Day:

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

Capital Lease Obligation:

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

Capital Stock:

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

Cash Amount:

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

Cash Settlement:

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

Certificated Notes:

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

Close of Business:

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

Combination Settlement:

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

Common Stock:

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

common stock:

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

Company:

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

Company Order:

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

Company's Filing Obligations:

The term "Company's Filing Obligations" has the meaning specified in Section 6.02(b) .

Continuing Director:

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

Conversion Agent:

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

Conversion Date:

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

Conversion Obligation:

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

Conversion Premium:

The term "Conversion Premium" has the meaning specified in Section 12.01(a)(ii) .

Conversion Price:

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

Conversion Rate:

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

Corporate Trust Office:

The term "Corporate Trust Office" means the office of the Trustee at which at any particular time the trust created by this Indenture shall be principally administered, which at the date of this Indenture is located at 60 Livingston Avenue, St. Paul MN 55107-1419, Attention: Corporate Trust Services—Administrator for A. M. Castle & Co. 7.00% Convertible Senior Notes due 2017.

Custodian:

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

Daily Cash Amount:

The term "Daily Cash Amount" means an amount of cash equal to 2.5% of the Cash Amount specified (or deemed to be specified) by the Company in the notice regarding the chosen Settlement Method.

Daily Conversion Value:

The term "Daily Conversion Value" means, for each of the 40 consecutive VWAP Trading Days during an Observation Period, 2.5% of the product of (i) the applicable Conversion Rate on such Trading Day and (ii) the Daily VWAP of the Common Stock for such VWAP Trading Day, as determined by the Company. Any such determination by the Company shall be conclusive absent manifest error.

Daily Settlement Amount:

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

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

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

Daily VWAP:

The term "Daily VWAP" means for each of the 40 consecutive VWAP Trading Days during an Observation Period, the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page "CAS.N <equity> AQR" (or any successor thereto) in respect of the period from the scheduled open of trading on the principal trading market for the Common Stock to the scheduled close of trading of the primary trading session on such VWAP Trading Day (or if such volume-weighted average price is not available, the market value of one share of Common Stock on such VWAP Trading Day, as Board of Directors reasonably determines in good faith using a volume-weighted average method). The daily VWAP will be determined without regard to after-hours trading or any other trading outside of the regular trading session trading hours.

Default:

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

Defaulted Interest:

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

Depositary:

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

Discharge:

The term "Discharge" has the meaning specified in Section 8.01 .

Distributed Property:

The term "Distributed Property" has the meaning specified in Section 10.04(c) .

DTC:

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

Effective Date:

The term "Effective Date" means the date a Fundamental Change or Make-Whole Fundamental Change, as applicable, occurs or becomes effective.

Event of Default:

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

Ex-Date:

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

Exchange Act:

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

Expiration Date:

The term "Expiration Date" has the meaning specified in Section 10.04(e) .

Free Trade Date:

The term "Free Trade Date" means the date that is the one-year anniversary of the Last Original Issuance Date.

Freely Tradable:

The term "Freely Tradable" means, with respect to the Notes and the shares of Common Stock issuable upon conversion of the Notes, that such Notes or such shares of Common Stock, as applicable, (i) are eligible to be sold by a Person who has not been an "affiliate" (within the meaning of Rule 144) of the Company during the three months immediately preceding the date of the proposed transfer without any volume or manner of sale restrictions under the Securities Act, (ii) do not bear a restricted security legend and (iii) with respect to Global Notes only, are identified by an unrestricted CUSIP number in the facilities of the applicable Depositary.

Fundamental Change:

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

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

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

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

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

(5) the Common Stock ceases to be listed on any of The New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or any of their respective successors).

A transaction or transactions described in clauses (1) or (2) above will not constitute a Fundamental Change, however, if at least 90% of the consideration received or to be received by holders of common stock, excluding cash payments for fractional shares and cash payments made pursuant to dissenters' rights, in connection with such transaction or transactions consists of shares of common stock that are listed or quoted on any of The New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or any of their respective successors) or will be so listed or quoted when issued or exchanged in connection with such transaction or transactions and as a result of such transaction or transactions such consideration becomes the Reference Property (subject to the provisions of Section 10.01 and Section 10.02).

Fundamental Change Expiration Time:

The term "Fundamental Change Expiration Time" has the meaning specified in Section 3.01(b)(ix) .

Fundamental Change Repurchase Date:

The term "Fundamental Change Repurchase Date" has the meaning specified in Section 3.01(a) .

Fundamental Change Repurchase Notice:

The term "Fundamental Change Repurchase Notice" has the meaning specified in Section 3.01(a)(i) .

Fundamental Change Repurchase Price:

The term "Fundamental Change Repurchase Price" has the meaning specified in Section 3.01(a) .

Fundamental Change Repurchase Right Notice:

"Fundamental Change Repurchase Right Notice" has the meaning specified in Section 3.01(b) .

GAAP:

The term "GAAP," with respect to any computation required or permitted hereunder, means generally accepted accounting principles in effect in the United States of America which

are applicable at the date of such computation and which are consistently applied for all applicable periods.

Global Note:

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

Guarantee:

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

Guarantor:

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

Hedging Obligations:

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

(1) interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements;

(2) other agreements or arrangements designed to manage interest rates or interest rate risk; and

(3) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates or commodity prices.

Holder:

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

Indebtedness:

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

(1) in respect of borrowed money;

(2) evidenced by bonds, notes, debentures or similar instruments;

(3) all Obligations for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction, whether or not then due;

(4) representing Capital Lease Obligations or Attributable Debt in respect of sale and leaseback transactions;

(5) representing the balance deferred and unpaid of the purchase price of any property or services due more than six months after such property is acquired or such services are completed; or

(7) representing any Hedging Obligations,

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

Indenture:

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

Initial Conversion Value:

The term "Initial Conversion Value" per $1,000 principal amount of Notes means $833.33, which is equal to the product of the initial Conversion Rate and the Last Report Sale Price of the Common Stock on December 12, 2011.

Initial Notes:

The term "Initial Notes" means the $50,000,000 aggregate principal amount of the Notes issued under this Indenture on the Issue Date. The Initial Notes and the Additional Notes shall be treated as a single class for all purposes under this Indenture.

Initial Purchaser:

The term "Initial Purchaser" means Jefferies & Company, Inc.

Interest Payment Date:

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

Issue Date:

The term "Issue Date" means December 15, 2011.

Last Original Issuance Date:

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

Last Reported Sale Price:

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

Lien:

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

Make-Whole Fundamental Change:

The term "Make-Whole Fundamental Change" means a "Fundamental Change" (determined after giving effect to any exceptions to or exclusions from such definition, but without regard to the proviso in clause (2) of the definition thereof).

Make-Whole Premium:

The term "Make-Whole Premium" has the meaning specified in Section 12.01(b)(iii) .

Market Disruption Event:

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

Material Indebtedness:

The term "Material Indebtedness" means an aggregate amount of Indebtedness of the Company equal to or greater than $50.0 million. For purposes of determining "Material Indebtedness," facilities providing for the repayment and reborrowing of Indebtedness from time to time (e.g., "revolving" facilities) will be deemed fully drawn.

Maturity Date:

The term "Maturity Date" means, with respect to the Notes, December 15, 2017, unless earlier repurchased, redeemed or converted.

Measurement Period:

The term "Measurement Period" has the meaning specified in Section 10.01(a)(i) .

Merger Event:

The term "Merger Event " has the meaning specified in Section 10.10 .

Note Guarantee:

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

Notes:

The term "Notes" means any of the Company's 7.00% Convertible Senior Notes due 2017, as amended or supplemented from time to time, issued under this Indenture. Unless the context requires otherwise, all references to the Notes shall include the Initial Notes and the Additional Notes.

Notice of Acquisition-Based Redemption:

The term "Notice of Acquisition-Based Redemption" has the meaning specified in Section 12.03 .

Notice of Conversion:

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

Notice of Redemption:

The term "Notice of Redemption" means a Notice of Acquisition-Based Redemption or a Notice of Stock Price-Based Redemption, as the case may be.

Notice of Stock Price-Based Redemption:

The term "Notice of Stock Price-Based Redemption" has the meaning specified in Section 12.03 .

Obligations:

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

Observation Period:

The term "Observation Period" means, for any Note:

(i) if the Conversion Date for such Note occurs on or after the Close of Business on the 45th Scheduled Trading Day immediately preceding the Maturity Date, and Cash Settlement or Combination Settlement applies to such Note, the 40 consecutive VWAP Trading Day period beginning on, and including, the 42nd Scheduled Trading Day immediately preceding the Maturity Date;

(ii) with respect to any Conversion Date with respect to Notes selected for redemption occurring after the date of the issuance of a Notice of Redemption, the 40 consecutive VWAP Trading Day period beginning on, and including, the 42nd Scheduled Trading Day prior to the applicable Redemption Date; and

(iii) in all other instances, the 40 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.

Offering Memorandum:

The term "Offering Memorandum" means the preliminary offering memorandum for the offering and sale of the Notes, dated December 5, 2011, as supplemented by the related pricing term sheet.

Officer:

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

Officer's Certificate:

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

Open of Business:

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

Opinion of Counsel:

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

Paying Agent:

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

Person:

The term "Person" means any individual, corporation, limited liability company, partnership, joint venture, trust, estate, unincorporated organization or government or any agency

or political subdivision thereof and any syndicate or group that would be deemed a "person" under Section 13(d)(3) of the Exchange Act.

Physical Settlement:

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

QIBs:

The term "QIBs" has the meaning specified in Section 2.01(a) .

Record Date:

The term "Record Date" means any Regular Record Date or Special Record Date.

Redemption Date:

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

Redemption Price:

The term "Redemption Price" means the Acquisition-Based Redemption Price or the Stock Price-Based Redemption Price, as the case may be.

Redemption Reference Date:

The term "Redemption Reference Date" has the meaning specified in Section 10.01(a)(iv) .

Redemption Reference Period:

The term "Redemption Reference Period" has the meaning specified in Section 12.01(a)(ii) .

Reference Property:

The term "Reference Property" has the meaning specified in Section 10.10 .

Register:

The term "Register" has the meaning specified in Section 2.03 .

Registrar:

The term "Registrar" has the meaning specified in Section 2.03 .

Regular Record Date:

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

Resale Restriction Termination Date:

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

Responsible Officer:

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

Restricted Notes:

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

Restricted Notes Legend:

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

Restricted Securities:

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

Restricted Stock Legend:

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

Rule 144:

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

Rule 144A:

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

Scheduled Trading Day:

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

SEC:

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

Securities Act:

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

Settlement Method:

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

Significant Subsidiary:

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

Special Record Date:

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

Spin-Off:

The term "Spin-Off " has the meaning specified in Section 10.04(c) .

Stated Maturity:

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

Stock Price:

The term "Stock Price" means the price paid per share of Common Stock in connection with a Make-Whole Fundamental Change pursuant to which Additional Shares shall be added to the Conversion Rate of the Notes to the extent required by Section 10.01(b) , which shall be equal to (i) if holders of Common Stock receive only cash in such Make-Whole 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 Make-Whole Fundamental Change.

Stock Price-Based Redemption:

The term "Stock Price-Based Redemption" has the meaning specified in Section 12.01(b)(i) .

Stock Price-Based Redemption Price:

The term "Stock Price-Based Redemption Price" has the meaning specified in Section 12.01(b)(ii) .

Subsidiary:

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

Successor Person:

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

Temporary Note:

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

Trading Day:

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

Trading Price:

The term "Trading Price" with respect to any Notes, on any date of determination, means the average of the secondary market bid quotations obtained by the Bid Solicitation Agent for $1.0 million principal amount of such Notes at approximately 3:30 p.m., New York City time, on

such determination date from three independent nationally recognized securities dealers selected by the Company, which may include the Initial Purchaser; *provided* that if three such bids cannot reasonably be obtained by the Bid Solicitation Agent, but two such bids are obtained, then the average of the two bids shall be used, and if only one such bid can reasonably be obtained by the Bid Solicitation Agent, that one bid shall be used. Any such determination by the Bid Solicitation Agent shall be conclusive absent manifest error.

Trading Price Condition:

The term "Trading Price Condition" has the meaning specified in Section 10.01(a)(i) .

Trustee:

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

Uniform Commercial Code:

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

Unit of Reference Property:

The term "Unit of Reference Property" has the meaning specified in Section 10.10 .

United States:

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

Valuation Period:

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

VWAP Market Disruption Event:

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

VWAP Trading Day:

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

Section 1.02 *Rules of Construction.*

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

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

(3) "or" is not exclusive;

(4) "including" means including, without limitation;

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

(6) all references to $, dollars, cash payments or money refer to United States currency;

(7) "may" is not mandatory and shall not create any limitation; and

(8) unless the context requires otherwise, all references to payments of interest on the Notes shall include Additional Interest, if any, payable in accordance with the terms of Section 4.03(a) , Section 4.03(b) and Section 6.02(b) .

Section 1.03 *Acts of Holders* . Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and to the Company. Such instrument or instruments (and the action

embodied therein and evidenced thereby) are herein sometimes referred to as the " **Act** " of Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Company, if made in the manner provided in this Section 1.03 .

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

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

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

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

ARTICLE 2
THE NOTES

Section 2.01 *Form and Dating* . The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A hereto, which is a part of this Indenture. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage (*provided* that any such notation, legend or endorsement required by usage is in a form

acceptable to the Company). The Company shall provide any such notations, legends or endorsements to the Trustee in writing. Each Note shall be dated the date of its authentication. Except as otherwise expressly permitted in this Indenture, all Notes shall be identical in all respects. Notwithstanding any differences among them, all Notes issued under this Indenture shall vote and consent together on all matters as one class.

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

(b) *Global Notes* .

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

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

(c) *Depositary* .

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

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

principal amount of such Global Notes in exchange for such Global Notes, and upon delivery of the Global Notes to the Trustee such Global Notes will be canceled.

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

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

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

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

The Company shall execute and the Trustee shall, in accordance with Section 2.02 , authenticate and deliver Global Notes that (a) shall be registered in the name of the nominee of the Depositary, (b) shall be delivered by the Trustee to the Depositary or pursuant to the Depositary's instructions and (c) shall bear legends substantially similar to those required by Section 2.01(d) .

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

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

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

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

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

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

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

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

The Company initially appoints the Trustee as the Paying Agent, the Conversion Agent, and the Registrar, in connection with the Notes, and the office of U.S. Bank National Association at 60 Livingston Avenue, St. Paul MN 55107-1419, Attention: Corporate Trust Services—Administrator for A. M. Castle & Co. 7.00% Convertible Senior Notes due 2017, or such other address as the Trustee may designate from time to time by written notice to the Holders and the Company, to be such office or agency of the Company for the aforesaid purposes. The Company may at any time rescind or change the designation of the Paying Agent, the Conversion Agent and/or the Registrar or approve a change in the location through which any of them acts.

Section 2.04 *Paying Agent and Conversion Agent to Hold Money and Securities in Trust* . The Paying Agent or the Conversion Agent shall (or, if the Paying Agent or the Conversion Agent is not a party hereto, the Company shall require each Paying Agent or the Conversion Agent to agree in writing that such Paying Agent or such Conversion Agent shall) hold in trust for the benefit of Holders or the Trustee (if the Trustee is not the Paying Agent or the Conversion

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

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

Section 2.06 *Transfer and Exchange.*

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

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

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

No service charge will be imposed by the Company, the Trustee, the Registrar or any co-Registrar for any exchange or registration of transfer of Notes, but the Company or the

Trustee may require a Holder to pay a sum sufficient to cover any documentary, stamp or similar issue or transfer tax required by law.

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

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

(b) Every Note that bears or is required under this Section 2.06(b) to bear the Restricted Notes Legend (together with any Common Stock issued upon conversion of the Notes and required to bear the Restricted Stock Legend, collectively, the " **Restricted Securities** ") will be subject to the restrictions on transfer set forth in this Section 2.06(b) and in such legend, unless such restrictions on transfer will be eliminated or otherwise waived by written consent of the Company, and the Holder of each such Restricted Security, by such Holder's acceptance thereof, agrees to be bound by all such restrictions on transfer. As used in this Section 2.06(b) , the term "transfer" encompasses any sale, pledge, transfer or other disposition whatsoever of any Restricted Security.

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

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

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

Promptly following the Free Trade Date (or, subject to Section 4.03(b) , the earliest practicable date thereafter that the Company shall reasonably determine that any Restricted Security no longer constitutes a "restricted security" (as defined under Rule 144)), the Company will notify the Trustee in writing that the Restricted Notes Legend or Restricted Stock Legend, as applicable, no longer applies. Upon delivery of such notice, the Restricted Notes Legend or Restricted Stock Legend, as applicable will be deemed removed from the applicably Restricted Security. For any Global Note, the Company will, at the same time as it provides the foregoing notice to the Trustee, provide the Depositary an instruction letter for the Depositary's mandatory exchange process (or any successor notice, form or action required pursuant to the Applicable Procedures) to the extent required to remove any Restricted Notes Legend.

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

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

A Global Note may not be transferred as a whole or in part except (i) by the 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 and (ii) for transfers of portions of a Global Note in certificated form made upon request of a member of, or a participant in, the Depositary (for itself or on behalf of a beneficial owner) by written notice given to the Trustee by or on behalf of the Depositary in accordance with customary procedures of the Depositary.

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

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

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

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

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

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

Section 2.07 *Replacement Notes* . If a mutilated Note is surrendered to the Registrar or if the Holder of a Note claims that such Note has been lost, destroyed or stolen and such Holder provides evidence of the loss, theft or destruction satisfactory to the Company and the Trustee, the Company shall issue, and the Trustee shall authenticate and deliver, a replacement Note if the requirements of Section 8-405 of the Uniform Commercial Code are met and such Holder satisfies any other reasonable requirements of the Trustee. Such Holder shall furnish an indemnity bond sufficient in the judgment of the Company and the Trustee to protect the Company, the Trustee, the Paying Agent, the Registrar and any co-Registrar from any loss that any of them may suffer if a Note is replaced. The Company and the Trustee may charge the Holder for their expenses in replacing a Note.

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

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

Section 2.08 *Outstanding Notes* . Notes outstanding at any time are all Notes authenticated and delivered under this Indenture except for those cancelled by the Trustee

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

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

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

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

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

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

Section 2.11 *Persons Deemed Owners* . Prior to due presentment of a Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the

Person in whose name such Note is registered in the Register as the owner of such Note for the purpose of receiving payment of principal, interest (including any Additional Interest) or the Fundamental Change Repurchase Price or the Redemption Price, for the purpose of conversion and for all other purposes whatsoever, whether or not such Note be overdue, and none of the Company, the Trustee and their respective agents shall be affected by notice to the contrary.

Section 2.12 *CUSIP and ISIN Numbers* .

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

ARTICLE 3
REPURCHASE AT OPTION OF HOLDERS UPON A FUNDAMENTAL CHANGE

Section 3.01 *Right to Require Repurchase upon a Fundamental Change.*

(a) If a Fundamental Change occurs at any time, then each Holder shall have the right, at such Holder's option, to require the Company to repurchase all of such Holder's Notes or any portion of the principal amount thereof that is equal to $1,000 or an integral multiple of $1,000 in excess thereof, for cash on the date (the " **Fundamental Change Repurchase Date** ") specified by the Company that is not less than 20 and not more than 35 Business Days after the date of the Fundamental Change Repurchase Right Notice at a repurchase price equal to 100% of the principal amount thereof, together with accrued and unpaid interest (including any Additional Interest) thereon to, but excluding, the Fundamental Change Repurchase Date, unless such Fundamental Change Repurchase Date falls after the Close of Business on a Regular Record Date and on or prior to the Close of Business on the corresponding Interest Payment Date, in which case the Company shall pay the full amount of accrued and unpaid interest payable on such Interest Payment Date to the Holder of record at the Close of Business on the corresponding Regular Record Date (the " **Fundamental Change Repurchase Price** ").

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

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

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

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

(1) the certificate numbers of Notes to be delivered for repurchase;

(2) the portion of the principal amount of Notes to be repurchased, which must be $1,000 or an integral multiple of $1,000 in excess thereof; and

(3) that the Notes are to be repurchased by the Company pursuant to the applicable provisions of the Notes and this Indenture.

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

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

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

Any Note that is to be repurchased only in part shall be surrendered to the Trustee (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Holder thereof or his attorney duly authorized in writing), and the Company shall execute, and the Trustee shall authenticate and make available for delivery to the Holder of such Note without service charge, a new Note or Notes, containing identical terms and conditions, each in an authorized denomination in aggregate principal amount equal to and in exchange for the 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 14.01 , of the

occurrence of such Fundamental Change and of the repurchase right, if any, at the option of the Holders, arising as a result thereof.

Each Fundamental Change Repurchase Right Notice shall specify:

(i) the events causing the Fundamental Change and whether such Fundamental Change is also a Make-Whole 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 (including, if applicable, the number of Additional Shares), if any;

(viii) that the Notes with respect to which a Fundamental Change Repurchase Notice has been delivered by a Holder may be converted only if the Holder withdraws the Fundamental Change Repurchase Notice in accordance with the terms of this Indenture;

(ix) that the Holder must exercise the repurchase right on or prior to the Close of Business on the Business Day immediately preceding the Fundamental Change Repurchase Date (the " **Fundamental Change Expiration Time** ");

(x) that the Holder shall have the right to withdraw any Notes surrendered for repurchase prior to the Fundamental Change Expiration Time; and

(xi) the procedures that Holders must follow to require the Company to repurchase their Notes.

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

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

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

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

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

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

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

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

(e) Subject to a Holder's right to receive interest on the related Interest Payment Date where the Fundamental Change Repurchase Date falls between a Regular Record Date and the Interest Payment Date to which it relates, if the Paying Agent holds money sufficient to repurchase on the Fundamental Change Repurchase Date all of the Notes or portions thereof that are to be purchased as of the Business Day following the Fundamental Change Repurchase Date, then on and after the Fundamental Change Repurchase Date (i) such Notes shall cease to be outstanding and interest shall cease to accrue on such Notes, in either case, whether or not book-entry transfer of the Notes has been made or the Notes have been delivered to the Paying Agent and (ii) all other rights of the Holders of such Notes shall terminate other than the right to receive the Fundamental Change Repurchase Price and previously accrued and unpaid interest, if any.

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

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

ARTICLE 4
COVENANTS

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

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

If the Company shall act as its own Paying Agent, it will, on or before each due date of the principal (including the Redemption Price, if applicable, and the Fundamental Change Repurchase Price, if applicable) of, and accrued and unpaid interest, including Additional Interest, if any, on, the Notes, set aside, segregate and hold in trust as provided in Section 2.04 for the benefit of the Holders of the Notes a sum sufficient to pay such principal (including the Redemption Price, if applicable, and the Fundamental Change Repurchase Price, if applicable)

and accrued and unpaid interest so becoming due and will promptly notify the Trustee in writing of any failure to take such action and of any failure by the Company to make any payment of the principal (including the Redemption Price, if applicable, and the Fundamental Change Repurchase Price, if applicable) of, or accrued and unpaid interest, including Additional Interest, if any, on, the Notes when the same shall become due and payable.

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

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

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

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

Section 4.03 *Additional Interest.*

(a) If, at any time during the six-month period beginning on, and including, the date which is six months after the Last Original Issuance Date and ending on the Free Trade Date, the Company fails to timely file any periodic report that the Company is required to file with the SEC pursuant to Section 13 or 15(d) of the Exchange Act, as applicable (after giving effect to any applicable extensions under Rule 12b-25 under the Exchange Act and other than current reports on Form 8-K), or the Notes are not otherwise Freely Tradable, including pursuant to Rule 144 under the Securities Act, by Holders other than "affiliates" (within the meaning of Rule 144) of the Company or Holders that were "affiliates" (within the meaning of Rule 144) of the Company during the three months immediately preceding the date of the proposed transfer (as a result of restrictions pursuant to U.S. securities laws or the terms of this Indenture or the Notes) the Company shall pay Additional Interest at a rate of 0.50% per annum on the Notes, accruing from the due date of the first missed filing that gives rise to such obligation and continuing through the earlier of (i) the Free Trade Date and (ii) the date all such missed filings have been made.

(b) In addition, if the Notes or the shares of Common Stock issuable upon conversion of the Notes do not become Freely Tradable by no later than the date 15 calendar days following the Free Trade Date (or the next succeeding Business Day if such 15th calendar day is not a Business Day), the Company will pay Additional Interest on the Notes at a rate of 0.50% *per annum* from, and including, the Free Trade Date and until the date on which the Notes and the shares of Common Stock issuable upon conversion of the Notes become Freely Tradable.

(c) Any Additional Interest payable pursuant to this Section 4.03 will be in addition to any Additional Interest payable pursuant to Section 6.02(b) . Whenever Additional Interest is accruing on a Regular Record Date, the Company will pay all accrued and unpaid Additional Interest to the Holders of record on such Regular Record Date on the corresponding Interest Payment Date. If Additional Interest is not accruing on a Regular Record Date, but has accrued since the immediately preceding Regular Record Date, the Company shall pay any accrued and unpaid Additional Interest on the Interest Payment Date corresponding to the later Regular Record Date to Holders of record on such later Regular Record Date.

In the event that the Company is required to pay Additional Interest to Holders, the Company shall provide a direction or order in the form of a written notice to the Paying Agent of the Company's obligation to pay such Additional Interest no later than three Business Days prior to the date on which any such Additional Interest is scheduled to be paid. Such notice shall set forth the amount of Additional Interest to be paid by the Company on such payment date and direct the Paying Agent to make payment to the extent it receives funds from the Company to do so. The Trustee shall not at any time be under any duty or responsibility to any Holder to determine whether the Additional Interest is payable, or with respect to the nature, extent or calculation of the amount of the Additional Interest owed, or with respect to the method employed in such calculation of the Additional Interest.

The accrual of Additional Interest will be the exclusive remedy available to Holders for the failure of the Notes to become Freely Tradable on the Free Trade Date.

Section 4.04 *Compliance Certificate* . The Company shall deliver to the Trustee within 120 calendar days after the end of each fiscal year (beginning with the fiscal year ending December 31, 2011) of the Company an Officer's Certificate, stating whether or not to the knowledge of the signers thereof, there has occurred a Default during the previous fiscal year.

Section 4.05 *Further Instruments and Acts* . Upon request of the Trustee, the Company will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purposes of this Indenture.

Section 4.06 *Maintenance of Office or Agency* . The Company will maintain in New York, New York, an office or agency of the Trustee, Registrar, Paying Agent and Conversion Agent where Notes may be presented or surrendered for payment, where Notes may be surrendered for registration of transfer, exchange, repurchase, redemption or conversion and where notices and demands to or upon the Company in respect of the Notes and this Indenture may be served. The office of U.S. Bank National Association, at 100 Wall Street, New York, NY 10005, Attention:

Corporate Trust Services—Administrator for A. M. Castle & Co. 7.00% Convertible Senior Notes due 2017, shall initially be such office or agency for all of the aforesaid purposes. The Company shall give prompt written notice to the Trustee of the location, and of any change in the location, of any such office or agency (other than a change in the location of the Corporate Trust Office of the Trustee). If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the address of the Trustee set forth in Section 14.01 .

The Company may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; *provided* , *however* , that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in New York, New York for such purposes.

Section 4.07 *Delivery of Certain Information* . At any time when the Company is not subject to Sections 13 or 15(d) of the Exchange Act, the Company shall provide the Trustee and the Holders with annual and quarterly reports containing substantially the same information as would have been required to be filed with the SEC had the Company continued to have been subject to such reporting requirements. In such event, such annual and quarterly reports shall be provided at the times the Company would have been required to provide reports had it continued to have been subject to such reporting requirement. In addition, the Company shall furnish to Holders and beneficial owners of the Notes or shares of Common Stock issuable upon conversion of the Notes, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act.

Section 4.08 *Par Value Limitation* . The Company shall not take any action that, after giving effect to any adjustment pursuant to Section 10.04 , would result in the issuance of shares of Common Stock for less than the par value of such shares of Common Stock.

Section 4.09 *Statement by Officers as to Default* . The Company shall deliver to the Trustee, within 30 calendar days after becoming aware of the occurrence of any Default or any Event of Default under this Indenture, an Officer's Certificate (which Officer's Certificate shall not be required to include such statements included in Section 14.03) specifying with particularity such Default or Event of Default and further stating what action the Company has taken, is taking or proposes to take with respect thereto.

Section 4.10 *Restriction on Resales* . The Company shall not, and shall procure that no controlled affiliate (within the meaning of Rule 144) of the Company shall, resell any of the Notes that constitute "restricted securities" under Rule 144 that have been reacquired by any of them.

ARTICLE 5
SUCCESSOR PERSON

Section 5.01 *When Company May Merge or Transfer Assets.*

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

(i) either (a) the Company is the surviving, resulting, or transferee Person (the " **Successor Person** ") or (b) if the Company is not the Successor Person, then either the Successor Person formed by such consolidation or with or into which the Company is merged or the Person to which the Company's properties and assets are so transferred shall be a Person organized and validly existing under the laws of the United States of America, any State thereof or the District of Columbia; *provided* , *however* , that the Successor Person, if not the "Company" hereunder, shall expressly assume, by an indenture supplemental hereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, all of the Obligations of the Company under the Notes and this Indenture;

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

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

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

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

9.05 , the Company, the Trustee and the Successor Person shall enter into a supplemental indenture to evidence the succession and substitution of such Successor Person and such discharge and release of the Company.

ARTICLE 6
DEFAULTS AND REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6.02 *Acceleration; Rescission and Annulment.*

(a) If an Event of Default (other than an Event of Default specified in Section 6.01(i) or Section 6.01(j) with respect to the Company) occurs and is continuing, then in every such case (except as provided in the immediately following paragraph) the Trustee or the Holders of not less than 25% in aggregate principal amount of the outstanding Notes may declare the principal of and accrued and unpaid interest on all such Notes to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by the Holders), and upon any such declaration such principal and all accrued interest thereon (including any Additional Interest) shall become immediately due and payable. If an Event of Default specified in Section 6.01(i) or Section 6.01(j) with respect to the Company occurs, the principal of, and accrued interest (including any Additional Interest) on, all of the Notes

shall become immediately due and payable without any declaration or other Act of the Holders or any act on the part of the Trustee.

(b) Notwithstanding the foregoing, to the extent the Company's elects, the sole remedy for an Event of Default specified in Section 6.01(f) relating to failure by the Company to comply with its obligations pursuant to Section 4.02 or Section 4.07 (the " **Company's Filing Obligations** "), shall after the occurrence of such Event of Default (which will be the 61st calendar day after written notice is provided to the Company of the Default pursuant to Section 6.01(f)), consist exclusively of the right to receive Additional Interest at a rate equal to (i) 0.50% *per annum* of the principal amount of the outstanding Notes for each day during the 270-day period on which such Event of Default is continuing, beginning on, and including, the date on which such an Event of Default first occurs . On the 271st calendar day immediately following such Event of Default (if the Event of Default relating to the Company's Filing Obligations is not cured or waived prior to such 271st day), the Notes will be subject to acceleration as provided in Section 6.02(a) . This provision will not affect the rights of Holders in the event of the occurrence of any other Event of Default. Such Additional Interest, if so elected by the Company pursuant to this paragraph, shall be payable in the same manner and on the same dates as stated interest payable on the Notes. The Company may make such election by notifying, in the manner provided for in Section 14.01 , the Trustee, the Paying Agent and the Holders of such election prior to the beginning of such 270-day period. Upon the Company's failure to timely give such notice, the Notes will be immediately subject to acceleration as provided herein. If Additional Interest has been paid by the Company directly to the Persons entitled to such Additional Interest, the Company shall deliver to the Trustee a certificate setting forth the particulars of such payment.

In the event the Company does not elect to pay such Additional Interest or the Company elects to make such payment but does not pay such Additional Interest when due, the Notes will be immediately subject to acceleration as provided in Section 6.02(a) .

Any Additional Interest payable pursuant to this Section 6.02(b) will be in addition to any Additional Interest payable pursuant to Section 4.03 .

(c) This Section 6.02 , however, is subject to the conditions that if, at any time after the principal of the Notes shall have been so declared due and payable, and before any judgment or decree for the payment of the monies due shall have been obtained or entered as hereinafter provided, the Company shall pay or shall deposit with the Trustee a sum sufficient to pay installments of accrued and unpaid interest (including any Additional Interest) upon all Notes and the principal of any and all Notes that shall have become due otherwise than by acceleration (with interest on overdue installments of accrued and unpaid interest and any Additional Interest (to the extent that payment of such interest is enforceable under applicable law) and on such principal at the rate borne by the Notes during the period of such Default) and amounts due to the Trustee pursuant to Section 7.06 , and if (1) rescission would not conflict with any judgment or decree of a court of competent jurisdiction and (2) any and all Events of Defaults with respect to such Notes, other than the nonpayment of principal of and accrued and unpaid interest on such Notes that shall have become due solely by such acceleration or failure to deliver the consideration due upon

conversion, shall have been cured or waived pursuant to Section 6.04 , then and in every such case the Holders of a majority in aggregate principal amount of the outstanding Notes, by written notice to the Company and to the Trustee, may waive all Defaults or Events of Default with respect to the Notes, subject to Section 6.04 , and rescind and annul such declaration and its consequences and such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver or rescission and annulment shall extend to or shall affect any subsequent Default or Event of Default, or shall impair any right consequent thereon. No rescission or annulment referred to above shall affect any subsequent Default or impair any right consequent thereon.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6.09 *Trustee May File Proofs of Claim* . The Trustee may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and the Holders allowed in any judicial proceedings relative to the Company, its creditors or its property and, unless prohibited by law or applicable regulations, may vote on behalf of the Holders in any election of a trustee in bankruptcy or other Person performing similar functions, and any Custodian in any such judicial proceeding is hereby authorized by each Holder to make payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and its counsel and any other amounts due the Trustee under Section 7.06 .

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

FIRST: to the Trustee for amounts due under Section 7.06 ;

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

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

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

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

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

ARTICLE 7
TRUSTEE

Section 7.01 *Duties of Trustee* .

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7.02 *Rights of Trustee.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7.06 *Compensation and Indemnity* . The Company shall pay to the Trustee from time to time such compensation as shall be agreed upon from time to time in writing for its services. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee upon request for all reasonable out-of-pocket fees and expenses incurred or made by it, including costs of collection, in addition to the compensation for its services. Such expenses shall include the reasonable compensation, fees and expenses, disbursements and advances of the Trustee's agents, counsel, accountants and experts. The Company shall fully indemnify each of the Trustee and any predecessor Trustee against any and all loss, liability, claim, damage or expense (including

reasonable attorneys' fees and expenses) incurred by it in connection with the acceptance and administration of this trust and the performance of its duties hereunder, including the costs and expenses of defending itself against any claim (whether asserted by the Company, any Holder or any other Person). The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Company of any claim for which it may seek indemnity of which a Responsible Officer has actually received written notice shall not relieve the Company of its obligations hereunder except to the extent such failure shall have materially prejudiced the Company. The Company shall defend the claim and the Trustee shall cooperate in the defense. If the Trustee is advised by counsel in writing that it may have available to it defenses which are in conflict with the defenses available to the Company, then the Trustee may have separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not reimburse any expense or indemnify against any loss, liability or expense incurred by the Trustee through the Trustee's own willful misconduct or negligence. The Company need not pay for any settlement made by the Trustee without the Company's consent, such consent not to be unreasonably withheld. All indemnifications and releases from liability granted hereunder to the Trustee shall extend to its officers, directors, employees, agents, attorneys, custodians, successors and assigns.

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

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

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

(i) the Trustee fails to comply with Section 7.09 ;

(ii) the Trustee is adjudged bankrupt or insolvent;

(iii) a receiver or other public officer takes charge of the Trustee or its property; or

(iv) the Trustee otherwise becomes incapable of acting.

(b) If the Trustee resigns, is removed by the Company or by the Holders of a majority in aggregate principal amount of the Notes then outstanding or if a vacancy exists in

the office of Trustee for any reason (the Trustee in such event being referred to herein as the retiring Trustee), the Company shall promptly appoint a successor Trustee.

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

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

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

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

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

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

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

Section 7.10 *Trustee's Application for Instructions from the Company* . Any application by the Trustee for written instructions from the Company may, at the option of the Trustee, set forth in writing any action proposed to be taken or omitted by the Trustee under this Indenture

and the date on and/or after which such action shall be taken or such omission shall be effective. The Trustee shall not be liable to the Company for any action taken by, or omission of, the Trustee in accordance with a proposal included in such application on or after the date specified in such application (which date shall not be less than three Business Days after the date any officer of the Company actually receives such application, unless any such officer shall have consented in writing to any earlier date) unless prior to taking any such action (or the effective date in the case of any omission), the Trustee shall have received written instructions in response to such application specifying the action to be taken or omitted.

ARTICLE 8
DISCHARGE OF INDENTURE

Section 8.01 *Discharge of Liability on Notes* . When (1) the Company shall deliver to the Registrar for cancellation all Notes theretofore authenticated (other than any Notes which have been replaced pursuant to Section 2.07) and not theretofore canceled or (2) all the Notes not theretofore canceled or delivered to the Registrar for cancellation shall have (a) been deposited for conversion (after all related Observation Periods have elapsed) and the Company shall have delivered to the Holders cash and (in the case of conversion) shares of Common Stock, as applicable, sufficient to pay, all amounts owing in respect of all Notes (other than any Notes which have been replaced pursuant to Section 2.07) not theretofore canceled or delivered to the Registrar for cancellation or (b) become due and payable on the Maturity Date, Fundamental Change Repurchase Date, Redemption Date, upon declaration of acceleration or otherwise, and the Company shall have deposited with the Trustee cash sufficient to pay, in the opinion of a nationally recognized firm of certified public accountants, investment bank or appraisal firm, all amounts owing in respect of all Notes (other than any Notes which have been replaced pursuant to Section 2.07) not theretofore canceled or delivered to the Registrar for cancellation, including the principal amount and interest, including any Additional Interest, accrued and unpaid to such Maturity Date, Fundamental Change Repurchase Date or other such date, and if in either case (1) or (2) the Company shall also pay or deliver or cause to be paid or delivered all other sums payable and shares of Common Stock deliverable hereunder by the Company, then this Indenture shall cease to be of further effect with respect to the Notes (except as to (i) remaining rights of registration of transfer, substitution and exchange and conversion of Notes, (ii) rights hereunder of Holders to receive from the Trustee payments of the amounts and any shares of Common Stock then due, including interest (and any Additional Interest) with respect to the Notes and the other rights, duties and obligations of Holders, as beneficiaries hereof solely with respect to the amounts, if any, so deposited with the Trustee and (iii) the rights, obligations and immunities of the Trustee, the Authenticating Agent, the Paying Agent, the Conversion Agent and the Registrar under this Indenture), and the Trustee, on demand of the Company accompanied by an Officer's Certificate and an Opinion of Counsel as required by Section 8.03 and at the cost and expense of the Company, shall execute proper instruments acknowledging satisfaction of and discharging this Indenture and Note Guarantees with respect to the Notes (such event, the " **Discharge** "); *provided* , *however* , the Company hereby agrees to reimburse the Trustee, the Authenticating Agent, the Paying Agent, the Conversion Agent and the Registrar for any costs or expenses thereafter reasonably and properly incurred by the Trustee, the Authenticating Agent, the Paying Agent, the Conversion Agent and the Registrar and to compensate the Trustee, the Authenticating Agent, the Paying Agent, the Conversion Agent and the Registrar for any

services thereafter reasonably and properly rendered by the Trustee, the Authenticating Agent, the Paying Agent, the Conversion Agent and the Registrar in connection with this Indenture.

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

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

ARTICLE 9
MODIFICATION AND AMENDMENTS

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

(1) cure any ambiguity, omission, defect or inconsistency in this Indenture or the Notes that does not materially adversely affect Holders;

(2) provide for the assumption by a Successor Person of the Company's obligations under this Indenture and for the assumption by a successor Person of a Guarantor's obligation under its Note Guarantee;

(3) allow any Guarantor to execute a supplemental indenture and/or a Note Guarantee with respect to the Notes;

(4) secure the Notes;

(5) add to the Company's covenants for the benefit of the Holders or surrender any right or power conferred upon the Company by this Indenture;

(6) provide for the conversion of Notes in accordance with the terms of this Indenture;

(7) make any change that does not adversely affect the rights of any Holder;

(8) comply with any requirement of the SEC in connection with any qualification of this Indenture under the Trust Indenture Act of 1939, as amended;

(9) comply with the Applicable Procedures; or

(10) conform the provisions of this Indenture, the Notes and the Note Guarantee to the "Description of Notes" section in the Offering Memorandum.

For purposes of Section 9.01(10) above, the Trustee may rely on an Officer's Certificate in determining that the changes effected in an amendment or supplement are made to conform the provisions of this Indenture, the Notes and the Note Guarantee to the "Description of Notes" section in the Offering Memorandum.

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

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

(1) reduce the amount of Notes whose Holders must consent to an amendment;

(2) reduce the rate, or extend the stated time for payment, of interest (including Additional Interest, if any) on any Note;

(3) reduce the principal, or extend the Stated Maturity, of any Note;

(4) make any change that adversely affects the conversion rights of any Notes;

(5) reduce any Fundamental Change Repurchase Price or Redemption Price of any note or amend or modify in any manner adverse to the Holders the Company's obligation to make such payments, whether through an amendment or waiver of provisions in the covenants, definitions or otherwise;

(6) change the place or currency of payment of principal or interest (including Additional Interest, if any) in respect of any Note;

(7) impair the right of any Holder to receive payment of principal of and interest (including Additional Interest, if any) on such Holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such Holder's Notes;

(8) adversely affect the ranking of the Notes as senior unsecured indebtedness of the Company;

(9) release any Guarantor from its obligation under its Note Guarantee or this Indenture, except in accordance with the terms of this Indenture; or

(10) make any change to the provisions of Section 6.04 , this Section 9.02 or Section 9.03 .

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

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

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

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

Section 9.05 *Trustee to Sign Supplemental Indentures* . Upon the written request of the Company, the Trustee shall sign any supplemental indenture authorized pursuant to this Article 9 if the amendment contained therein does not affect the rights, duties, liabilities or immunities of

the Trustee. If it does, the Trustee may, but need not, sign such supplemental indenture. In signing such supplemental indenture, the Trustee shall be provided with, and (subject to the provisions of Section 7.01) shall be fully protected in conclusively relying upon, an Officer's Certificate and an Opinion of Counsel stating that such amendment is authorized or permitted by this Indenture and is the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms.

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

ARTICLE 10
CONVERSIONS

Section 10.01 *Conversion Privilege and Conversion Rate.*

(a) Upon the occurrence of any of the conditions described in clauses (i), (ii), (iii) or (iv) of this Section 10.01(a) , and upon compliance with the provisions of this Article 10 , a Holder will have the right, at such Holder's option, to convert all or any portion (if the portion to be converted is $1,000 principal amount or an integral multiple of $1,000 in excess thereof) of its Notes at any time prior to the Close of Business on the Scheduled Trading Day immediately preceding June 15, 2017, at a rate (the " **Conversion Rate** ") of 97.2384 shares of Common Stock (subject to adjustment by the Company as provided in Section 10.04) per $1,000 principal amount of the Notes (the " **Conversion Obligation** ") under the circumstances and during the periods set forth below. On and after June 15, 2017, regardless of such conditions and upon compliance with the provisions of this Article 10 , a Holder shall have the right, at such Holder's option, to convert all or any portion (if the portion to be converted is $1,000 principal amount or an integral multiple of $1,000 in excess thereof) of its Notes at the applicable Conversion Rate at any time prior to the Close of Business on the second Scheduled Trading Day immediately preceding the Maturity Date.

(i) Prior to the Close of Business on the Scheduled Trading Day immediately preceding June 15, 2017, a Holder may surrender all or a portion of its Notes in $1,000 principal amount or an integral multiple of $1,000 in excess thereof for conversion during the five Business Day period immediately after any five consecutive Trading Day period (the " **Measurement Period** ") in which the Trading Price per $1,000 principal amount of the Notes for each Trading Day of such Measurement Period was less than 98% of the product of the Last Reported Sale Price of the Common Stock and the applicable Conversion Rate for the Notes for such Trading Day (the " **Trading Price Condition** ") subject to compliance with the procedures and conditions described below concerning the Bid Solicitation Agent's obligation to make a Trading Price determination. The Bid Solicitation Agent will have no obligation to determine the Trading Price of the Notes unless the Company has requested such determination, and the Company will have no obligation to make such request (or seek bids itself) unless a Holder provides the Company with reasonable evidence that the Trading Price of the Notes would be less than 98% of the product of (a) the applicable Conversion Rate of the Notes and (b) the Last Reported Sale

Price of the Common Stock at such time. At such time, the Company shall, or instruct the Bid Solicitation Agent to, determine the Trading Price of the Notes beginning on the next Trading Day and on each successive Trading Day until the date on which the Trading Price per $1,000 principal amount of Notes is greater than or equal to 98% of the product of (a) the applicable Conversion Rate of the Notes and (b) the Last Reported Sale Price of the Common Stock. If the Trading Price Condition has been met, the Company will so notify the Holders, the Bid Solicitation Agent and the Trustee in writing and issue a press release containing the relevant information and make such information available on the website of the Company. If, at any time after the Trading Price Condition has been met, the Trading Price per $1,000 principal amount of the Notes is greater than 98% of the product of (a) the applicable Conversion Rate of the Notes and (b) the Last Reported Sale Price of the Common Stock on such date, the Company will so notify the Holders, the Bid Solicitation Agent and the Trustee in writing, and the Bid Solicitation Agent will have no further obligation to determine the Trading Price of the Notes unless requested by the Company to do so again pursuant to this clause (i). Notwithstanding the foregoing, if either the Company or the Bid Solicitation Agent cannot reasonably obtain at least one bid for $1.0 million principal amount of the Notes from a nationally recognized securities dealer selected by the Board of Directors for the purpose of determining the Trading Price on any Trading Day, then the Trading Price per $1,000 principal amount of Notes shall be deemed to be less than 98% of the product of (a) the applicable Conversion Rate of the Notes and (b) the Last Reported Sale Price of the Common Stock on such date (any such determination by the Bid Solicitation Agent will be conclusive absent manifest error). Furthermore, if the Company does not, when obligated to do so pursuant to this clause (i), instruct the Bid Solicitation Agent to determine the Trading Price of the Notes or if the Company fails to determine the Trading Price of the Notes when obligated, or if the Company so instructs the Bid Solicitation Agent, but the Bid Solicitation Agent does not make such determination, then the Trading Price per $1,000 principal amount of the Notes will be deemed to be less than 98% of the product of (a) the applicable Conversion Rate of the Notes and (b) the Last Reported Sale Price of the Common Stock on such date.

(ii) Prior to the Close of Business on the Scheduled Trading Day immediately preceding June 15, 2017, a Holder may surrender all or a portion of its Notes in $1,000 principal amount or an integral multiple of $1,000 in excess thereof for conversion during any calendar quarter after the calendar quarter ending December 31, 2011 (and only during such calendar quarter), if the Last Reported Sale Price of the Common Stock for 20 or more Trading Days (whether or not consecutive) during the period of 30 consecutive Trading Days ending on the last Trading Day of the immediately preceding calendar quarter is equal to or greater than 130% of the applicable Conversion Price in effect on each applicable Trading Day.

(iii) The Notes will be convertible, as provided in Sections 10.01(a)(iii)(A) and (B) .

(A) In the event that the Company elects to:

(1) distribute to all or substantially all holders of Common Stock any rights, options or warrants entitling them, for a period ending

not more than 60 calendar days after the date of such distribution, to subscribe for or purchase Common Stock at a price per share less than the Last Reported Sale Price of the Common Stock on the Trading Day immediately preceding the declaration date for such distribution; or

(2) distribute to all or substantially all holders of Common Stock, assets (including cash) or debt securities of the Company or rights to purchase the Company's securities, which distribution has a per share value as reasonably determined by the Board of Directors in good faith exceeding 10% of the Last Reported Sale Price of the Common Stock on the Trading Day immediately preceding the declaration date for such distribution,

then, in either case of clauses (1) and (2), Holders may surrender their Notes for conversion, in $1,000 principal amount or an integral multiple of $1,000 in excess thereof, at any time on and after the date that the Company provides the written notice to such Holders referred to in the next sentence until the earlier of the Close of Business on the Business Day immediately preceding the Ex-Date for such distribution or the date the Company announces that such distribution will not take place, even if the Notes are not otherwise convertible at that time. The Company shall notify Holders and the Trustee in writing of any distribution referred to in either clause (1) or (2) of this Section 10.01 (a)(iii)(A) and of the resulting conversion right no later than the 45th Scheduled Trading Day prior to the Ex-Date for such distribution.

(B) In the event that:

(1) any transaction or event that constitutes a Fundamental Change or a Make-Whole Fundamental Change occurs; or

(2) the Company is a party to a combination, merger, binding share exchange or sale, conveyance, transfer, lease or other disposal of all or substantially all of its properties and assets, in each case pursuant to which the Common Stock would be converted into cash, securities and/or other property that does not also constitute a Fundamental Change,

then, the Holders shall have the right to convert Notes, in $1,000 principal amount or an integral multiple of $1,000 in excess thereof, at any time 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 35 th Trading Day immediately following the effective date of such transaction. For the avoidance of doubt, if such transaction constitutes a Make-Whole Fundamental Change, a Holder may be entitled to receive Additional Shares of the Common Stock upon any conversion as described under Section 10.01(b) . The Company shall notify Holders and the

Trustee in writing of the occurrence of any transaction referred to in this Section 10.01(a)(iii)(B) no later than four Business Day following the effective date of such transaction.

(iv) If the Company calls a Holder's Notes for Stock Price-Based Redemption pursuant to Section 12.01(b) , such Holder shall have the right to convert such Holder's Notes until the Close of Business on the Business Day (the " **Redemption Reference Date** ") immediately preceding the applicable Redemption Date (or, if the Company defaults in the payment of the Redemption Price in respect of such Stock Price-Based Redemption, such date on which such default is no longer continuing), after which time such right to convert will expire.

(b) Subject to Section 10.01(a)(iii)(B)(1) , if the Effective Date of a Make-Whole Fundamental Change occurs and a Holder elects to convert Notes in connection with such Make-Whole Fundamental Change, the Conversion Rate applicable to each $1,000 principal amount of Notes so surrendered for conversion will be increased by a number of additional shares of Common Stock (the " **Additional Shares** ") as described below. Settlement of Notes tendered for conversion with respect to which Additional Shares will be added to the Conversion Rate as provided in this Section 10.01(b) will be settled pursuant to Section 10.02(c) . For purposes of this Section 10.01(b) , any conversion of Notes shall be deemed to be " **in connection with** " a Make-Whole Fundamental Change if the Notice of Conversion of the Notes is received by the Conversion Agent from, and including, the related Effective Date up to, and including, the Business Day immediately prior to the related Fundamental Change Repurchase Date (or, in the case of a transaction that would have been a Fundamental Change but for the proviso in clause (2) of the definition thereof, the 35 th Trading Day immediately following the Effective Date of such transaction).

(i) The number of Additional Shares will be determined by the Company by reference to the table attached as Schedule A hereto, based on the Effective Date of such Make-Whole Fundamental Change and the relevant Stock Price; *provided* that if the actual Stock Price is between two Stock Price amounts in the table or the Effective Date is between two Effective Dates in the table, the number of Additional Shares will be determined by a straight-line interpolation between the number of Additional Shares set forth for the next higher and next lower Stock Price amounts and the two nearest Effective Dates, as applicable, based on a 365-day year; *provided* , *further* , that if (1) the Stock Price is greater than $45.00 per share of Common Stock (subject to adjustment in the same manner as the Conversion Prices are adjusted pursuant to Section 10.04), no Additional Shares shall be added to the Conversion Rate, and (2) the Stock Price is less than $8.57 per share (subject to adjustment in the same manner as the Conversion Prices are adjusted pursuant to Section 10.04), no Additional Shares shall be added to the Conversion Rate. Notwithstanding the foregoing, in no event shall the total number of shares of Common Stock issuable upon conversion exceed 116.6654 per $1,000 principal amount of Notes (subject to adjustment in the same manner as set forth in Section 10.04).

(ii) The Stock Prices set forth in the first row of the table in Schedule A hereto will be adjusted by the Company as of any date on which the Conversion Rate of the Notes is adjusted as set forth in Section 10.04 . The adjusted Stock Prices shall equal the

Stock Prices applicable immediately prior to such adjustment, multiplied by a fraction, the numerator of which is the Conversion Rate in effect immediately prior to the adjustment giving rise to the Stock Price adjustment and the denominator of which is the Conversion Rate as so adjusted. The number of Additional Shares within the table will be adjusted in the same manner as the Conversion Rate as set forth in Section 10.04 .

Section 10.02 *Exercise of Conversion Privilege.*

(a) The Company may satisfy the Conversion Obligation by delivering cash, shares of Common Stock, or a combination of cash and shares of Common Stock 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 converted Note, the Company will deliver an amount of cash without any delivery of shares of Common Stock in accordance with Section 10.02(c)(i) (" **Cash Settlement** ").

(ii) If a "Physical Settlement" applies to a converted Note, the Company will deliver (x) a whole number of shares of Common Stock determined in accordance with Section 10.02(c)(ii) and (y) an amount of cash in lieu of fractional shares of Common Stock, if any, determined in accordance with Section 10.03(a) (" **Physical Settlement** ").

(iii) If a "Combination Settlement" applies to a converted Note, the Company will deliver (x) an amount of cash determined in accordance with Section 10.02(c)(iii) , (y) a number of shares of Common Stock determined in accordance with Section 10.02 (c)(iii) , and (z) an amount of cash in lieu of fractional shares of Common Stock, if any, determined in accordance with Section 10.03(b) (" **Combination Settlement** ").

(b) *Settlement Method and Cash Amount Elections.*

(i) On or prior to the Close of Business on the Scheduled Trading Day immediately preceding June 15, 2017, 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, and if the Company elect Combination Settlement, the dollar amount up to which the Company will settle its Conversion Obligation per $1,000 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 and Cash Amount, if applicable, for all conversions occurring on any given Conversion Date. The Company will initially be deemed to have elected Combination Settlement and a Cash Amount equal to $1,000. 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 and 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 10.02(b) on or prior to the Close of Business on the Business Day immediately

following the Conversion Date for such converted Notes (or in the case of any conversion occurring on or after the Close of Business on the Scheduled Trading Day immediately preceding June 15, 2017, on or prior to the Close of Business on the Scheduled Trading Day immediately preceding June 15, 2017). 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 $1,000. Simultaneously with providing such notice, the Company will make the relevant information available on the website of the Company. The Company may not change a Settlement Method or the Cash Amount after the Close of Business on the Scheduled Trading Day immediately preceding June 15, 2017.

(ii) Prior to the Close of Business on the Scheduled Trading Day immediately preceding June 15, 2017 the Company will have the right to irrevocably elect Combination Settlement with a Cash Amount equal to $1,000 by delivering written notice to all Holders, the Trustee and the Conversion Agent and issuing a press release containing the relevant information and making such information available on the website of the Company. Following such irrevocable election, the Company shall not have the right to change the Settlement Method.

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

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

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

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

(c) *Settlement Methods* .

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

(ii) If Physical Settlement applies to any Notes surrendered for conversion, for each $1,000 principal amount of Notes surrendered, on the third Business Day following the Conversion Date, the Company will deliver to the converting Holder a number of shares

of Common Stock equal to the applicable Conversion Rate on the Conversion Date, together with cash in lieu of fractional shares, if any, as described in Section 10.03 .

(iii) If Combination Settlement applies to any Notes surrendered for conversion, for each $1,000 principal amount of Notes surrendered, on the third Business Day following the last VWAP Trading Day of the applicable Observation Period, the Company will deliver to the converting Holder the sum of the Daily Settlement Amounts for each VWAP Trading Day of the relevant Observation period.

(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 funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 10.02(j) and, if required, pay all taxes or duties required pursuant to Section 10.02(g) , if any, and (2) in the case of a Note issued in certificated form, (A) complete and manually sign and deliver an irrevocable written notice to the Conversion Agent in the form set forth in the form of Note attached hereto as Exhibit A hereto (or a facsimile thereof) (a " **Notice of Conversion** ") at the office of the Conversion Agent and shall state in writing therein the principal amount of Notes to be converted and the name or names (with addresses) in which such Holder wishes the certificate or certificates for any shares of Common Stock, if any, to be delivered upon settlement of the Conversion Obligation to be registered, (B) surrender such Notes, duly endorsed to the Company or in blank (and accompanied by appropriate endorsement and transfer documents), at the office of the Conversion Agent, (C) if required, pay all taxes or duties required pursuant to Section 10.02(g) , if any, and (D) if required, pay funds equal to interest payable on the next Interest Payment Date to which such Holder is not entitled as set forth in Section 10.02(j) . A Note shall be deemed to have been converted immediately prior to the Close of Business on the date (the " **Conversion Date** ") that the Holder has complied with the requirements set forth in this Section 10.02(d) .

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

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

(e) Delivery of the amounts of cash and/or shares of Common Stock owing in satisfaction of the Conversion Obligation will be made by the Company in no event later than the date specified in Section 10.02(c) . The Company will make such delivery by paying the cash amount owed to the Holder of the Note surrendered for conversion, or such Holder's nominee or nominees, and/or by issuing, or causing to be issued, and delivering to such Holder, or such Holder's nominee or nominees, certificates or a book-entry transfer through the 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 a Company Order, authenticate and deliver to or upon the written order of the Holder of the Note so surrendered, without charge to such Holder, a new Note or Notes in authorized denominations in an aggregate principal amount equal to the unconverted portion of the surrendered Notes.

(g) If a Holder submits a Note for conversion, subject to Section 10.07 , the Company shall pay all documentary, stamp and other similar issue or transfer taxes or duties, if any, which may be imposed by the United States or any political subdivision thereof or taxing authority thereof or therein with respect to the issuance of shares of Common Stock, if any, upon the conversion. However, the Holder shall pay any such tax which is due because the Holder requests any shares of Common Stock to be issued in a name other than the Holder's name. The Company may refuse to deliver the certificates representing the shares of Common Stock being issued in a name other than the Holder's name until the Company receives a sum sufficient to pay any tax which will be due because the shares are to be issued in a name other than the Holder's name. Nothing herein shall preclude any tax withholding required by law or regulations.

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

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

(j) Upon conversion, a Holder shall not receive any separate cash payment for accrued and unpaid interest except as set forth below. The Company's settlement of the Conversion Obligation as described above will be deemed to satisfy its obligation to pay the principal amount of the Note and accrued and unpaid interest to, but not including, the Conversion Date. As a result, accrued and unpaid interest to, but not including, the Conversion Date will be deemed to be paid in full rather than cancelled, extinguished or forfeited. Notwithstanding the preceding sentence, if Notes are converted after the Close of Business on a Regular Record 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. Notes surrendered for conversion during the period from the Close of Business on any Regular Record Date to the Open of Business on the corresponding Interest Payment Date must be accompanied by payment of an amount equal to the interest payable on the Notes so converted; *provided* , *however* , that no such payment need be made (i) if the Company has specified a Redemption Date that is after a Regular Record Date and on or prior to the second Scheduled Trading Day immediately following the corresponding Interest Payment Date; (ii) if the Company has specified a Fundamental Change Repurchase Date that is after a Regular Record Date and on or prior to the second Scheduled Trading Day immediately following the corresponding Interest Payment Date; (iii) to the extent of any overdue interest existing at the time of

conversion with respect to such Note; or (iv) with respect to any Conversion Date that occurs during the period from the Close of Business on the Regular Record Date immediately preceding the Maturity Date to the Maturity Date. Except as described above, no payment or adjustment shall be made for accrued interest on converted Notes.

Section 10.03 *Fractions of Shares* .

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

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

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

Section 10.04 *Adjustment of Conversion Rate* . The Conversion Rate will be adjusted from time to time by the Company as follows; *provided* that the Company will not make any adjustments to the 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) 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,

CR_o = 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;

OS_o = 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 (a) will become effective immediately after the Open of Business on the Ex-Date for such dividend or distribution or the effective date of such share split or share combination, as the case may be. If any dividend or distribution of the type described in this Section 10.04(a) 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.

(b) 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,

CR_o = 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;

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

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

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

Any increase made under this Section 10.04(b) 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.

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

$$CR' = CR_o \times \frac{SP_o}{SP_o - FMV}$$

where,

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

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

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

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

Any increase made under the portion of this Section 10.04(c) above will become effective immediately after the Open of Business on the Ex-Date for such distribution. If such distribution is not so paid or made, the Conversion Rate will be decreased to be the Conversion Rate that would then be in effect if such dividend or distribution had not been declared. Notwithstanding the foregoing, if "FMV" (as defined above) is equal to or greater than "SP_0" (as defined above),

in lieu of the foregoing increase, each Holder of a Note shall receive, in respect of each $1,000 principal amount thereof, at the same time and upon the same terms as holders of the Common Stock, the amount and kind of Capital Stock of the Company, evidences of its indebtedness, other assets or property of the Company or rights, options or warrants to acquire Capital Stock of the Company or other securities that such Holder would have received if such Holder owned a number of shares of Common Stock equal to the Conversion Rate in effect on the Ex-Date for the distribution.

With respect to an adjustment pursuant to this Section 10.04(c) 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,

CR_o = 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;

FMV_o = 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

MP_o = 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 "FMV_0" 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 "FMV_0" to 10 consecutive Trading Days deemed replace with a reference to one (1) Trading Day.

(d) 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,

CR_o = 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;

SP_o = the average of the Last Reported Sale Prices of the Common Stock over the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Date for such 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 "SP_o" (as defined above), in lieu of the foregoing increase, each Holder of a Note shall receive, for each $1,000 principal amount of Notes, at the same time and upon the same terms as holders of shares of Common Stock, the amount of cash that such Holder would have received if such Holder owned a number of shares of Common Stock equal to the Conversion Rate on the Ex-Date for such cash dividend or distribution.

(e) 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:

$$CR' = CR_o \times \frac{AC + (SP' \times OS')}{OS_o \times SP'}$$

where,

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

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

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

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

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

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

Such increase in the Conversion Rate under this Section 10.04(e) 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."

(f) In addition to those required by Sections 10.04(a) through (e) , and to the extent permitted by applicable law and subject to the listing standards of The New York Stock Exchange, the Company from time to time may increase the Conversion Rate by any amount for a period of at least 20 Business Days if the Board of Directors determines (which determination shall be conclusive) that such increase would be in the Company's best interest. Whenever the Conversion Rate is increased pursuant to the preceding sentence, the Company shall deliver to the Holder of each Note, in the manner provided for in Section 14.01 , a written notice of such increase at least 15 calendar days prior to the date the increased Conversion Rate takes effect, in accordance with applicable law, and such notice shall state the increased Conversion Rate and the period during which it will be in effect. In addition, subject to the listing standards of The New York Stock Exchange, the Company may also (but is not required to) increase the Conversion Rate to avoid or diminish any income tax to holders of Common Stock or rights to purchase Common Stock in connection with any dividend or distribution of shares (or rights to acquire shares) or similar event.

(g) If a Holder converts a Note and

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

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

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

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

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

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

(h) 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.

(i) Without limiting the foregoing Section 10.04(h) , 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.

(j) 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.

(k) All calculations and other determinations under this Article 10 shall be made by the Company and shall be made to the nearest cent or to the nearest one-ten thousandth (1/10,000) of a share, as the case may be. No adjustment shall be made to the Conversion Rate unless such adjustment would require a change of at least 1% in the Conversion Rate then in effect at such time. The Company shall carry forward any adjustments that are less than 1% of the Conversion Rate and make such carried forward adjustments, regardless of whether the aggregate adjustment is less than 1% (i) annually, on the anniversary of the Issue Date, (ii) on the Effective Date for any Make-Whole 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.

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

(m) For purposes of this Section 10.04 , subject to Section 10.04(c) 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.

(n) 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, the Stock Price and/or a Redemption Reference Period), the Company will make appropriate adjustments (determined in good faith by the Board of Directors) to each to account for any adjustment to the Conversion Rate that becomes effective, or any event requiring an adjustment to the Conversion Rate where the Ex-Date of the event occurs, at any time during the period when such Last Reported Sale Price, Daily VWAP, Daily Conversion Value and/or Daily Settlement Amount is to be calculated.

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

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

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

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

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

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

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

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

The Company covenants that all shares of Common Stock issued upon conversion of Notes will be validly issued, fully paid and non-assessable by the Company and free from all taxes, liens and 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 10.09 *Cancellation of Converted Notes* . All Notes delivered for conversion (other than Notes that are to be exchanged pursuant to Section 10.02(a)(iii)) will be delivered to the Trustee or its agent and canceled by the Trustee as provided in Section 2.10 .

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

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

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

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

(d) any statutory share exchange,

in each case as a result of which holders of the outstanding Common Stock would be entitled to receive cash, securities or other property or assets (including cash or any combination thereof) (the type, amount and kind (and in the same proportions) of such cash, securities or other property or assets, the " **Reference Property** ", and the amount of Reference Property that a holder of one share of Common Stock is (or is deemed to be) entitled to receive in the applicable Merger Event, a " **Unit of Reference Property** ") for their shares of Common Stock (each such event, a " **Merger Event** "), then, at the effective time of such Merger Event, subject to the provisions of Section 10.01 , the right to convert each $1,000 principal amount of Notes based on a number of shares of Common Stock equal to the applicable Conversion Rate will be changed into the right to convert each $1,000 principal amount of Notes based on the Reference Property that the Holders would have been entitled to receive if such Holders had held a number of shares of Common Stock equal to the Conversion Rate then in effect immediately prior to these events. However, at and after the effective time of the Merger event, (i) the Company will continue to have the right to determine the form of consideration to be paid and/or delivered, as the case may be, upon conversion of Notes, as set forth in Section 10.02 and (ii) (x) any amount payable in cash upon conversion of the Notes as set forth in Section 10.02 will continue to be payable in cash, (y) any shares of Common Stock that the Company would have been required to deliver upon conversion of the Notes as set in Section 10. 02 will instead be deliverable in Units of Reference Property and (z) the Daily VWAP will be calculated based on the components of a Unit of Reference Property.

For purposes of this Section 10.10 , in the case of a Merger Event that causes the Common Stock to be converted into, or exchanged for, the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election), the Reference Property that a Holder of one or more shares of Common Stock would have been entitled to receive in such Merger Event (and based on which the Notes will be convertible) will

be deemed to be based on (i) the weighted average of the types and amounts of consideration received by the holders of the Common Stock that affirmatively make such an election or (ii) if no holders of the Common Stock affirmatively make such an election, the types and amounts of consideration actually received by such holders, in each case, per share of Common Stock. The Company shall notify Holders of the weighted average as soon as practicable after such determination is made. The Company shall not become a party to any such Merger Event unless its terms are consistent with the foregoing.

The Company and the Trustee (and any Successor Person, if applicable) will, concurrently with the effective time of the Merger Event, execute a supplemental indenture to effect the requirements therefor pursuant to this Indenture. If the Reference Property for such Merger Event includes shares of stock or other securities or assets of a Person other than the Company, for such Merger Event, then such other Person will also execute such supplemental indenture and such supplemental indenture will contain whatever additional provisions the Board of Directors considers to be reasonably necessary to protect the Holders. The Company will cause notice of the execution of such supplemental indenture to be mailed to each Holder, in the manner provided for in Section 14.01 , within 20 calendar days after execution thereof. Failure to deliver such notice shall not affect the legality or validity of such supplemental indenture.

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

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

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

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

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

(b) Merger Event; or

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

then, in each case (unless notice of such event is otherwise required pursuant to another provision of this Indenture), the Company will cause to be filed with the Trustee and the Conversion Agent (if other than the Trustee) and to be mailed to each Holder at its address appearing on the Register, as promptly as possible but in any event at least 45 Scheduled Trading Days prior to the applicable date hereinafter specified, a written notice stating (i) the date on which a record is to be taken for the purpose of such action by the Company or one of its Subsidiaries or, if a record is not to be taken, the date as of which the holders of Common Stock of record are to be determined for the purposes of such action by the Company or one of its Subsidiaries, or (ii) the date on which such Merger Event, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their Common Stock for securities or other property deliverable upon such Merger Event, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such action by the Company or one of its Subsidiaries, Merger Event, dissolution, liquidation or winding-up.

Section 10.13 *Limit on Settlement Method* .

Notwithstanding anything to the contrary in this Article 10 , unless and until the Company obtains (i) shareholder approval of the issuance of shares of the Common Stock in excess of 20% of the number of shares of the Common Stock outstanding before the Issue Date upon conversion of the Notes and (ii) shareholder approval of the increase in the number of shares of the Common Stock authorized and available for issuance upon conversion of the Notes (including any Notes issued pursuant to the exercise of the Initial Purchaser's over-allotment option) 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 4,606,494 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 10.02 to satisfy its Conversion Obligation with respect to any Note as long as such election would not result in the issuance of more than 4,606,494 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 10.13 , 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.

ARTICLE 11
PAYMENT OF INTEREST

Section 11.01 *Payment of Interest* . The Company will pay interest on the Notes at a rate of 7.00% *per annum* , payable semi-annually in arrears on June 15 and December 15 of each year (each, an " **Interest Payment Date** ") or, if any such day is not a Business Day, the immediately following Business Day, commencing on June 15, 2012. Interest on a Note shall be paid to the Holder in whose name such Note was registered at the Close of Business on June 1 or December 1 (each, a " **Regular Record Date** "), whether or not a Business Day, as the case may be, immediately preceding the relevant Interest Payment Date, and shall be computed on the basis of a 360-day year composed of twelve 30-day months. Payment of the Fundamental Change Repurchase Price, Redemption Price, principal and interest that are not made when due will accrue interest per annum at the then-applicable interest rate *plus* one percent from the required payment date. If the Conversion Date for a Note occurs after a Regular Record Date but on or before the corresponding Interest Payment Date, the interest payable on such Interest Payment Date will be paid to the Holder of such Note on such Regular Record Date notwithstanding the conversion of such Note.

Section 11.02 *Defaulted Interest* . Any installment of interest that is payable, but is not punctually paid or duly provided for on any Interest Payment Date (" **Defaulted Interest** "), will forthwith cease to be payable to the Holders in whose names the Notes were registered on the

Regular Record Date applicable to such installment of interest. Defaulted Interest (including any interest on such Defaulted Interest) may be paid by the Company, at its election, as provided in Section 11.02(a) or (b) .

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

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

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

ARTICLE 12
OPTIONAL REDEMPTION

Section 12.01 *Right to Redeem* .

(a) *Acquisition-Based Redemption by the Company.*

(i) If the Acquisition is not, or the Board of Directors reasonably determines in good faith that it will not be, consummated by February 28, 2012, the Company may, at its option, redeem all (but not less than all) of the Notes, except for the Notes that the Company is required to repurchase pursuant to Article 3 , on a Redemption Date on or prior to May 31, 2012 in cash at a redemption price (the " **Acquisition-Based Redemption Price** ") equal to 101% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest to, but not including, the Redemption Date, plus the applicable Conversion Premium (such redemption, an " **Acquisition-Based Redemption"**).

(ii) If the Company redeems Notes as provided in this Section 12.01(a) , the Company shall make a cash payment (the " **Conversion Premium** ") per $1,000 principal amount of Notes equal to 80% of the excess, if any, of (x) the sum of the Daily Conversion Values (but determined for such purpose as though (x) references to "40" consecutive VWAP Trading Days were replaced with a reference to "10" consecutive VWAP Trading Days, (y) references to "Observation Period" were replaced with a reference to the "Redemption Reference Period" and (z) references to "2.5"% were replaced with a reference to "10%") for each VWAP Trading Day during the ten consecutive VWAP Trading Day period (the " **Redemption Reference Period** ") ending on, and including the VWAP Trading Day immediately preceding the Redemption Reference Date over (y) the Initial Conversion Value per $1,000 principal amount of Notes; *provided, however,* the Company will not make the Conversion Premium payment on Notes called for Acquisition-Based Redemption that are converted after the date the Company delivered the Notice Redemption. Notwithstanding the foregoing, if the Company sets a Redemption Date between a Regular Record Date and the corresponding Interest Payment Date, the Company will not pay accrued interest to any redeeming Holder, and will instead pay the full amount of the relevant interest payment on such Interest Payment Date to the holder of record on such a Regular Record Date.

(b) *Stock Price-Based Redemption by the Company.*

(i) On or after December 20, 2015, the Company may, at its option, redeem any or all of the Notes, except for the Notes that the Company is required to repurchase pursuant to Article 3 , if the Last Reported Sale Price of the Common Stock for 20 or more Trading Days in the period of 30 consecutive Trading Days ending on the Trading Day immediately prior to the date on which the Company provides Notice of Redemption exceeds 135% of the applicable Conversion Price in effect on each such Trading Day (such redemption, a " **Stock Price-Based Redemption** ").

(ii) If the Company elects to redeem Notes pursuant to a Stock Price-Based Redemption, the redemption price (the " **Stock Price-Based Redemption Price** ") will be equal to 100% of the principal amount of Notes being redeemed, together with accrued and unpaid interest to, but not including, the Redemption Date (or, in the case of a Default by the Company in the payment of the Redemption Price, the day on which such Default is no longer continuing), plus the applicable Make-Whole Premium in connection with such Stock Price-Based Redemption; *provided* , *however* , that, notwithstanding the foregoing or Section 12.01(b)(iii) , if Notes are redeemed on a date that is after the Close of Business on a Regular Record Date and prior to the Close of Business on the corresponding Interest Payment Date, the accrued interest payable in respect of such Interest Payment Date shall not be payable to

Holders of the Notes to whom the Principal Amount of the Notes being redeemed pursuant to the Stock Price-Based Redemption is paid, and the Company shall instead pay the full amount of the relevant interest payment on such Interest Payment Date to the holder of record on the relevant Regular Record Date for the corresponding Interest Payment Date and the Make-Whole Premium payment made on such Notes to converting or redeeming Holders shall be equal to the sum of the present values of all remaining interest payments, starting with the next Interest Payment Date for which interest has not been provided for pursuant to this Section 12.01(b) , calculated as described pursuant to this Section 12.01(b) . Any Notes redeemed by the Company pursuant to this Section 12.01(b) will be paid for in cash except for any non-cash portion of the Make-Whole Premium.

(iii) If the Company redeems Notes as provided in this Section 12.01(b) , the Company will make a payment (the " **Make-Whole Premium** ") in cash, shares of Common Stock or a combination of cash and shares of Common Stock (in each case subject to applicable law including, in the case of Common Stock, applicable securities law), at the Company's option, equal to the sum of the present values of the remaining scheduled payments of interest that would have been made on the Notes to be redeemed had such Notes remained outstanding from the Redemption Date to the Maturity Date (excluding interest accrued to, but excluding, the Redemption Date (or, in the case of a Default by the Company in the payment of the Redemption Price, the day on which such Default is no longer continuing) which is otherwise paid pursuant to Section 12.01(b)(ii)). The present values of the remaining interest payments will be computed using a discount rate equal to 2.5%. If the Company elects to pay some or all of the Make-Whole Premium in shares of Common Stock, then the number of shares of Common Stock a Holder will receive shall be that number of shares that have a value equal to the amount of the Make-Whole Premium payment to be paid to such Holder in shares of Common Stock, divided by the product of the average of the Last Reported Sale Prices of the Common Stock for the five consecutive Trading Days immediately preceding, and including, the third Trading Day prior to the Redemption Date multiplied by 97.5%. The Company will make these Make-Whole Premium payments on all Notes called for Stock Price-Based Redemption, including Notes subject to Stock Price-Based Redemption that are converted after the date the Company delivered Notice of Redemption. Notwithstanding the foregoing, if the Company sets a Redemption Date between a Regular Record Date and the corresponding Interest Payment Date, the Company will not pay accrued interest to any redeeming Holder, and will instead pay the full amount of the relevant interest payment on such Interest Payment Date to the holder of record on such a Regular Record Date.

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

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

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

Section 12.03 *Notices of Redemption* . Not more than 60 Scheduled Trading Days but not less than 45 Scheduled Trading Days prior to a Redemption Date in connection with an Acquisition-Based Redemption or a Stock Price-Based Redemption, as the case may be, the Company shall mail a written notice of redemption (a " **Notice of Acquisition-Based Redemption** " or a " **Notice of Stock Price-Based Redemption** ", as the case may be) by first-class mail, postage prepaid (in the case of Notes held in book entry form, by electronic transmission), to the Trustee, the Paying Agent and each Holder of Notes to be redeemed, at their addresses set forth in the Register.

The Notice of Redemption shall state:

(i) if the redemption is a Stock Price-Based Redemption, the Notice of Redemption shall specify the Notes to be redeemed;

(ii) the Redemption Date;

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

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

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

(vi) that, if the Notes are convertible at such time pursuant to Section 10.01(a) , Notes called for redemption may be converted at any time before the Close of Business on the Business Day immediately preceding the Redemption Date (or, if the Company fails to pay the Redemption Price such date on which the Company pays the Redemption Price), at which time the right of the Holder to convert such Notes called for redemption will expire;

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

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

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

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

(xi) the CUSIP number of the Notes.

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

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

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

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

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

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

ARTICLE 13
NOTE GUARANTEES

Section 13.01 *Guarantee* .

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

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

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

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

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

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

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

Section 13.02 *Limitation on Guarantor Liability* . Each Guarantor, and by its acceptance of Notes, each Holder, hereby confirms that it is the intention of all such parties that the Note Guarantee of such Guarantor not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Note Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantors hereby irrevocably agree that the obligations of such Guarantor will be limited to the maximum amount that will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article 13 , result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent transfer or conveyance.

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

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

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

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

If, at any time after the date of this Indenture, a Subsidiary that was not a Guarantor on the date hereof subsequently provides a Guarantee of the Company's Material Indebtedness or the Company or any of its Subsidiaries creates or acquires a new Subsidiary that provides a

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

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

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

(ii) subject to Section 13.05 , the Person acquiring the property in any such sale or disposition or the Person formed by or surviving any such consolidation or merger unconditionally assumes all the obligations of that Guarantor under its Note Guarantee, this Indenture on the terms set forth herein or therein, pursuant to a supplemental indenture in form and substance reasonably satisfactory to the Trustee.

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

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

Section 13.05 *Releases.*

(a) In the event of any sale or other disposition of all or substantially all of the assets of any Guarantor, by way of merger, consolidation or otherwise, to a Person that is not (either before or after giving effect to such transaction) the Company or another Subsidiary of the

Company, then the corporation acquiring the property will be released and relieved of any obligations under the Note Guarantee;

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

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

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

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

ARTICLE 14
MISCELLANEOUS

Section 14.01 *Notices* . Any request, demand, authorization, notice, waiver, consent or communication shall be in writing and delivered in Person or mailed by first-class mail, postage prepaid, addressed as follows or transmitted by electronic transmission in PDF format or facsimile transmission (confirmed by guaranteed overnight courier) to the following facsimile numbers:

if to the Company and/or any Guarantor:

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

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

U.S. Bank National Association

60 Livingston Avenue, St. Paul MN 55107-1419
Attention: Corporate Trust Services—Administrator for
A. M. Castle & Co. 7.00% Convertible Senior Notes due 2017

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

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

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

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

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

Section 14.02 *Certificate and Opinion as to Conditions Precedent* . Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

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

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

Section 14.03 *Statements Required in Certificate or Opinion* . Each Officer's Certificate or Opinion of Counsel with respect to compliance with a covenant or condition (except for such Officer's Certificate required to be delivered pursuant to Section 4.04 or Section 4.09) provided for in this Indenture shall include:

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

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

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

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

Section 14.04 *Separability Clause* . In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 14.05 *Rules by Trustee* . The Trustee may make reasonable rules for action by or a meeting of Holders.

Section 14.06 *Governing Law; Waiver of Jury Trial* . THIS INDENTURE, THE NOTES AND THE NOTE GUARANTEES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE COMPANY, THE GUARANTORS AND THE TRUSTEE, AND THE HOLDERS BY THEIR PURCHASE OF NOTES HEREUNDER, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES, THE NOTE GUARANTEES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 14.07 *No Recourse Against Others* . No past, present or future director, officer, employee or stockholder, as such, of the Company or the Guarantors shall have any liability for any obligations of the Company under the Notes, this Indenture or any Guarantor's obligations under its Note Guarantee or for any claim based on, in respect of or by reason of, such obligations or their creation. By accepting a Note, each Holder shall waive and release all such liability. The waiver and release shall be part of the consideration for the issue of the Notes.

Section 14.08 *Calculations* . Except as otherwise provided in this Indenture, the Company shall be responsible for making all calculations called for under the Notes. These calculations include, but are not limited to, determinations of the Last Reported Sale Prices of the Common Stock, accrued interest payable on the Notes and the Conversion Rate of the Notes. The Company shall make all these calculations in good faith and, absent manifest error, such calculations will be final and binding on Holders. The Company shall provide a schedule of its calculations to each of the Trustee and the Conversion Agent, and each of the Trustee and the Conversion Agent is entitled to rely conclusively upon the accuracy of such calculations without

independent verification. The Trustee will forward such calculations to any Holder upon the written request of such Holder.

Section 14.09 *Successors* . All agreements of the Company, the Guarantors, the Trustee, the Registrar, the Paying Agent and the Conversion Agent in this Indenture, the Notes and the Note Guarantees shall bind their respective successors.

Section 14.10 *Multiple Originals* . The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement. One signed copy is enough to prove this Indenture. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 14.11 *Table of Contents; Headings* . The table of contents and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not intended to be considered a part hereof and shall not modify or restrict any of the terms or provisions hereof.

Section 14.12 *Force Majeure* . The Trustee, the Registrar, the Paying Agent and the Conversion Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of such person (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).

Section 14.13 *Submission to Jurisdiction* . The Company and each of the Guarantors (i) agrees that any suit, action or proceeding against it arising out of or relating to this Indenture or the Notes, as the case may be, may be instituted in any federal court with applicable subject matter jurisdiction sitting in the City of New York; (ii) waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding, and any claim that any suit, action or proceeding in such a court has been brought in an inconvenient forum; and (iii) submits to the non-exclusive jurisdiction of such courts in any suit, action or proceeding.

Section 14.14 *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.

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

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

A. M. CASTLE & CO.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President & Chief Financial Officer

ADVANCED FABRICATING TECHNOLOGY, LLC , as Guarantor

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President & Treasurer

KEYSTONE TUBE COMPANY, LLC , as Guarantor

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Treasurer

OLIVER STEEL PLATE CO. , as Guarantor

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Director & Treasurer

PARAMONT MACHINE COMPANY, LLC , as Guarantor

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President

TOTAL PLASTICS, INC. , as Guarantor

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President

TRANSTAR INVENTORY CORP. , as Guarantor

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President

TRANSTAR METALS CORP. , as Guarantor

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President

TUBE SUPPLY, LLC , as Guarantor

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Director & Treasurer

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

U.S. Bank National Association **,** not in its individual capacity but solely as Trustee

By: /s/ Lynn Gosselin
Name: Lynn Gosselin
Title: Vice President

SCHEDULE A

ADDITIONAL SHARES TABLE

	Stock Price									
Effective Date	**8.57**	**9.25**	**10.28**	**12.00**	**13.88**	**15.50**	**20.00**	**25.00**	**35.00**	**45.00**
December 15, 2011	19.427	17.697	15.534	12.811	10.633	9.202	6.565	4.827	2.856	1.815
December 15, 2012	19.427	16.955	14.859	12.234	10.172	8.819	6.291	4.632	2.760	1.766
December 15, 2013	19.427	15.616	13.598	11.148	9.254	8.029	5.733	4.229	2.540	1.638
December 15, 2014	19.427	14.032	12.024	9.696	7.978	6.901	4.939	3.653	2.220	1.447
December 15, 2015	19.427	12.296	10.114	7.801	6.257	5.357	3.817	2.842	1.762	1.170
December 15, 2016	19.427	10.658	7.722	5.110	3.746	3.096	2.163	1.624	1.032	0.705
December 15, 2017	19.427	10.870	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000

FORM OF NOTE

[FORM OF FACE OF NOTE]

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

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

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

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

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

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

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

(A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF;

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

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

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

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

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

CUSIP No.: [ ]
ISIN No.: [ ]

No.: [ ]

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

A. M. CASTLE & CO.

7.00% Convertible Senior Note due 2017

A. M. Castle & Co., a Maryland corporation, promises to pay to [ ] [include " *Cede & Co.* " *for Global Note*] or registered assigns, the principal amount of $[ ] on December 15, 2017 (the " **Maturity Date** ").

Interest Payment Dates: June 15 and December 15.

Record Dates: June 1 and December 1.

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

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

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

A. M. CASTLE & CO.

By: _____
Name:
Title:

Signature Page to Note

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

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

Dated:

U.S. Bank National Association, as Trustee

By: _____
Authorized Signatory

Signature Page to Note

[FORM OF REVERSE OF NOTE]

A. M. CASTLE & CO.

7.00% Convertible Senior Note due 2017

This Note is one of a duly authorized issue of Notes of the Company, designated as its 7.00% Convertible Senior Notes due 2017 (the " **Notes** "), initially issued in the aggregate principal amount of $[ ], all issued or to be issued under and pursuant to an Indenture dated as of December 15, 2011 (the " **Indenture** "), between the Company and U.S. Bank National Association (the " **Trustee** "), to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders of the Notes. Additional Notes may be issued in an unlimited aggregate principal amount, subject to certain conditions specified in the Indenture.

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

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

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

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

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

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

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

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

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

Terms used in this Note and defined in the Indenture are used herein as therein defined.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note

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

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

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

CONVERSION NOTICE

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

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

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

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

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

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

Signature Guaranteed

_____
Participant in a Recognized Signature
Guarantee Medallion Program

By: _____
Authorized Signatory

FORM OF FUNDAMENTAL CHANGE REPURCHASE NOTICE

To: A. M. Castle & Co.

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

Dated:

_____

_____

Signature(s)

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

_____

Signature Guaranteed

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

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

By: _____

Authorized Signatory

[*Include for Global Note*]

SCHEDULE OF INCREASES AND DECREASES OF GLOBAL NOTE
Initial Principal Amount of Global Note:

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

EXHIBIT B

[FORM OF TRANSFER CERTIFICATE]

7.00% Convertible Senior Notes due 2017

Transfer Certificate

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

☐ A transfer of the Surrendered Notes is made to the Company or any of its subsidiaries; or

☐ The transfer of the Surrendered Notes complies with Rule 144A under the Securities Act; or

☐ The transfer of the Surrendered Notes is pursuant to an effective registration statement under the Securities Act; or

☐ The transfer of the Surrendered Notes is pursuant to another available exemption from the registration requirement of the Securities Act.

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

Date: _____

By: _____

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

Signature Guaranteed

_____

Participant in a Recognized Signature

Guarantee Medallion Program

By: _____

Authorized Signatory

[RESTRICTED STOCK LEGEND]

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

(A) TO THE COMPANY OR ANY SUBSIDIARY THEREOF;

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

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

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

THE "RESALE RESTRICTION TERMINATION DATE" MEANS THE DATE: (A) THAT IS AT LEAST TWELVE MONTHS AFTER THE LAST DATE OF ORIGINAL ISSUANCE OF THE COMPANY'S 7.00% CONVERTIBLE SENIOR NOTES DUE 2017; AND (B) ON WHICH THE COMPANY HAS INSTRUCTED THE TRUSTEE THAT THIS LEGEND WILL NO LONGER APPLY, IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE INDENTURE FOR THE NOTES.

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

EXHIBIT D

[FORM OF NOTATION OF GUARANTEE]

For value received, each Guarantor (which term includes any successor Person under the Indenture) has, jointly and severally, unconditionally guaranteed, to the extent set forth in the Indenture and subject to the provisions in the Indenture dated as of December 15, 2011 (the " **Indenture** ") among A. M. CASTLE & CO. (the " **Company** "), the Guarantors party thereto and U.S. BANK NATIONAL ASSOCIATION, as trustee (the " **Trustee** "), (a) the due and punctual payment of the principal of, interest (including any Additional Interest) on, and the Fundamental Change Repurchase Price, if any, and the Redemption Price, if any, with respect to, the Notes, whether at maturity, by acceleration, required repurchase, redemption or otherwise, the due and punctual payment of interest on the overdue principal of, interest (including any Additional Interest) on, and the Fundamental Change Repurchase Price, if any, and the Redemption Price, if any, with respect to, the Notes, if lawful, and all the due and punctual performance of all other obligations of the Company to the Holders or the Trustee all in accordance with the terms of the Indenture and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. The obligations of the Guarantors to the Holders of Notes and to the Trustee pursuant to the Note Guarantee and the Indenture are expressly set forth in Article 13 of the Indenture and reference is hereby made to the Indenture for the precise terms of the Note Guarantee.

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

[ADVANCED FABRICATING TECHNOLOGY, LLC , as Guarantor

By: _____
Name:
Title:

KEYSTONE TUBE COMPANY, LLC , as Guarantor

By: _____
Name:
Title:

OLIVER STEEL PLATE CO. , as Guarantor

By: _____
Name:
Title:

PARAMONT MACHINE COMPANY, LLC , as Guarantor

By: _____
Name:
Title:

TOTAL PLASTICS, INC. , as Guarantor

By: _____
Name:
Title:

TRANSTAR INVENTORY CORP. , as Guarantor

By: _____
Name:
Title:

TRANSTAR METALS CORP. , as Guarantor

By: _____
Name:
Title:

TUBE SUPPLY, LLC , as Guarantor

By: _____
Name:
Title:]

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

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

W I T N E S S E T H

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the " **Indenture** "), dated as of December 15, 2011 providing for the issuance of 7.00% Convertible Senior Notes due 2017 (the " **Notes** ");

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

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

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

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

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

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

5. NEW YORK LAW TO GOVERN. THIS SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE COMPANY AND

THE TRUSTEE, AND THE HOLDERS BY THEIR PURCHASE OF NOTES UNDER THE INDENTURE, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

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

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

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

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

Dated: ,

[GUARANTEEING SUBSIDIARY]

By: _____
Name:
Title:

A. M. CASTLE & CO.

By: _____
Name:
Title:

[EXISTING GUARANTORS]

By: _____
Name:
Title:

U.S. Bank National Association **,** as Trustee

By: _____
Name:
Title:

Exhibit 10.1

EXECUTION VERSION

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT (this " Agreement ") is made as of December 15, 2011, by A.M. CASTLE & CO., a corporation organized under the laws of the State of Maryland (the " Company ") and the subsidiaries of the Company listed on the signature pages hereof as grantors (collectively, together with the Company, the " Grantors " and each one a " Grantor "), whose principal place of business and chief executive office (as those terms are used in the Uniform Commercial Code of the State of New York (the " New York UCC ")) are set forth beneath the corresponding signature for each such Grantor on the signature pages hereto, in favor of U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity but as collateral agent (in such capacity " Collateral Agent "), for the benefit of the Secured Parties, as hereinafter defined. The Grantors hereby agree with Collateral Agent as follows:

1. *Definitions* .

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

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

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

" Capital Stock " shall mean, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated) of such Person's capital stock or partnership, limited liability company or other equity interests at any time outstanding, and any and all rights, warrants or options exchangeable for or convertible into such capital stock or other interests (but excluding any debt security that is exchangeable for or convertible into such

capital stock or other equity interests and/or cash based on the value of such capital stock or other equity interest).

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

(a) all Accounts and other Receivables;

(b) all certificated and uncertificated securities;

(c) all chattel paper, including electronic chattel paper;

(d) all Computer Hardware and Software and all rights with respect thereto, including, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, supporting information, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;

(e) all Contract Rights;

(f) all commercial tort claims, (including, without limitation any commercial tort claims from time to time described on Schedule 3 (as such Schedule 3 may from time to time be updated));

(g) all deposit accounts;

(h) all documents;

(i) all financial assets;

(j) all General Intangibles, including payment intangibles and software;

(k) all goods (including all Equipment and Inventory), and all embedded software, accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;

(l) all instruments;

(m) all Intellectual Property;

(n) all Investment Property;

(o) all of the Capital Stock issued by each Grantor (other than the Company) and each of their Subsidiaries including , without limitation, any shares, membership interests, Partnership Interests, Limited Liability Company

Interests or other equity interests set forth on Schedule 1 hereto (the " Pledged Interests ");

(p) all leasehold interests;

(q) all cash, cash equivalents or other money;

(r) all letter of credit rights;

(s) all security entitlements;

(t) all supporting obligations;

(u) all of each Grantor's right, title and interest in and to (i) all of its respective goods and other property including, but not limited to, all merchandise returned or rejected by customers, relating to or securing any of the Receivables; (ii) all of each Grantor's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, compensation, detinue, replevin, reclamation and repurchase; (iii) all supporting obligations and all additional amounts due to any Grantor from any customer relating to the Receivables; (iv) all other property of any kind whatsoever of each Grantor, including, but not limited to, warranty claims, relating to any goods; (v) all of each Grantor's Contract Rights, rights of payment which have been earned under a Contract Right, letter of credit rights (whether or not the letter of credit is evidenced by a writing), instruments (including promissory notes), documents, chattel paper (whether tangible or electronic), warehouse receipts, deposit accounts, money and securities; (vi) if and when obtained by any Grantor, all real, immovable, movable and personal property of third parties in which such Grantor has been granted a Lien; and (vii) any other goods, movable or personal property or real or immovable property of any kind or description, wherever located, now or hereafter owned or acquired by any Grantor; and

(v) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, or evidencing, embodying, incorporating or referring to any of the foregoing, and all proceeds, products, offspring, rents, issues, profits and returns of and from any of the foregoing;

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

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

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

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

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

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

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

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

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

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

" Excluded Assets "

(1) the Voting Stock of any direct Foreign Subsidiary of the Company or a Guarantor in excess of 65% of all of the outstanding Voting Stock of such Foreign Subsidiary;

(2) rights under any contracts, leases or other instruments that contain a valid and enforceable prohibition on assignment of such rights (other than to the extent that any such prohibition would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or any other applicable law or principles of equity), but only for so long as such prohibition exists and is effective and valid;

(3) property and assets owned by the Company or any Guarantor that are the subject of Permitted Liens described in clause (7) of the definition thereof for so long as such Permitted Liens are in effect and the Indebtedness secured thereby constitutes Permitted Debt described in clause (4) of the definition thereof and the agreements or instruments evidencing or governing such Indebtedness otherwise prohibits any other Liens thereon, but only for so long as such prohibition exists and is effective and valid;

(4) (i) deposit and securities accounts the balance of which consists exclusively of (a) withheld income taxes and federal, state or local employment taxes in such amounts as are required to be paid to the Internal Revenue Service or state or local government agencies within the following two months with respect to employees of the Company or any of the Guarantors, and (b) amounts required to be paid over to an employee benefit plan pursuant to DOL Reg. Sec. 2510.3-102 on behalf of or for the benefit of employees of the Company or any Guarantor, and (ii) all segregated deposit accounts constituting (and the balance of which consists solely of funds set aside in connection with) tax accounts and trust accounts;

(5) motor vehicles or other equipment covered by certificates of title or ownership to the extent that a security interest cannot be perfected solely by filing a UCC-1 financing statement (or similar instrument);

(6) intent-to-use trademark applications prior to the filing of a ''statement of use'' with respect thereto, to the extent and for so long as creation by the Company or a Guarantor of a security interest therein would result in the abandonment, invalidation or unenforceability thereof;

(7) any Capital Stock of the Company's Subsidiaries to the extent that the pledge of such Capital Stock results in the Company being required to file

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

(8) real property owned by the Company or any of the Guarantors that has a Fair Market Value not exceeding $1,500,000 either individually or in the aggregate and any real property leased by the Company or any Guarantor (other than any Existing Specified Leased Property); and

(9) proceeds and products from any and all of the foregoing excluded collateral described in clauses (1) through (8), unless such proceeds or products would otherwise constitute Collateral securing the Notes;

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

" General Intangibles " shall mean and include as to each Grantor all of such Grantor's general intangibles (as such term is defined in the UCC), whether now owned or hereafter acquired including, without limitation, all payment intangibles, choses in action, commercial tort claims, causes of action, corporate or other business records, inventions, designs, patents, patent applications, equipment formulations, manufacturing procedures, quality control procedures, trademarks, service marks, trade secrets, goodwill, copyrights, design rights, registrations, licenses, franchises, customer lists, tax refunds, tax refund claims, computer programs and computer software, all claims under guaranties, Liens or other security held by or granted to such Grantor to secure payment of any of the Receivables by a Customer, all rights of indemnification and all other intangible property of every kind and nature (other than Receivables).

" Indenture " means the Indenture dated as of December 15, 2011, by and among the Company, the other Grantors party thereto, the Trustee and the Collateral Agent, as amended, supplemented or otherwise modified from time to time.

" Indenture Documents " means the Notes, the Indenture, the Guarantees and the Collateral Agreements.

" Indenture Obligations " means all Obligations in respect of the Notes or arising under the other Indenture Documents.

" Intellectual Property " shall mean, as to each Grantor, such Grantor's now owned and hereafter arising or acquired: patents, patent rights, patent applications,

copyrights, works which are the subject matter of copyrights, copyright applications, copyright registrations, trademarks, service marks, trade names, trade styles, trademark and service mark applications and designs, and licenses and rights to use any of the foregoing and all applications, registrations and recordings relating to any of the foregoing as may be filed in the United States Copyright Office, the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country or jurisdiction, together with all rights and privileges arising under applicable law with respect to any Grantor's use of any of the foregoing; all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing; all rights to sue for past, present and future infringement of any of the foregoing; inventions, trade secrets, formulae, processes, compounds, drawings, designs, blueprints, surveys, reports, manuals, and operating standards; goodwill (including any goodwill associated with any trademark or service mark, or the license of any trademark or service mark); customer and other lists in whatever form maintained; trade secret rights, copyright rights, rights in works of authorship, domain names and domain name registrations; software and contract rights relating to computer software programs, in whatever form created or maintained.

" Intellectual Property Rights " shall mean all Copyrights, Marks, and Patents, as well as any right, title, and interest in or to trade secrets and Domain Names.

" Intercreditor Agreement " means the Intercreditor Agreement between the Senior Credit Facility Agent and the Collateral Agent, dated as of the date hereof and acknowledged by the Grantors, as the same may be amended, supplemented or modified from time to time.

" Inventory " shall mean and include as to each Grantor, all of such Grantor's now owned or hereafter acquired inventory (as such term is defined in the UCC), goods, merchandise and other personal property, wherever located, to be furnished under any contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed in such Grantor's or business or used in selling or furnishing such goods, merchandise and other personal property, all other inventory of such Grantor, and all documents of title or other documents representing them.

" Investment Property " shall mean any "investment property" as such term is defined in Section 9-102 of the UCC now owned or hereafter acquired by any Grantor, wherever located, including (a) all securities, whether certificated or uncertificated, including stocks, bonds, interests in limited liability companies, partnership interests, treasuries, certificates of deposit, and mutual fund shares; (b) all securities entitlements of any Grantor, including the rights of any Grantor to any securities account and the financial assets held by a securities intermediary in such securities account and any free credit balance or other money owing by any securities intermediary with respect to that account; (c) all securities accounts

of any Grantor; (d) all commodity contracts of any Grantor; and (e) all commodity accounts held by any Grantor.

" Limited Liability Company Interests " shall mean the entire limited liability company membership interest at any time owned by any Grantor in any limited liability company.

" Marks " shall mean all of each Grantor's now existing or hereafter acquired right, title, and interest in and to all of such Grantor's trademarks, tradenames, trade styles, trade dress, service marks and other protectable indicia of origin and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any similar office or agency in the United States of America or Canada, any State or Province thereof, any political subdivision thereof or in any other country, together with all rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof.

" Material Adverse Effect " shall mean a material adverse effect on (a) the financial condition, operations, assets, or business of the Company and its Subsidiaries, taken as a whole, (b) the ability of the Company and the other Grantors, taken as a whole, to perform their material obligations under the Indenture Documents, (c) the value of any material portion of the Collateral, or the Collateral Agent's Liens (on behalf of itself and the Secured Parties) on material Collateral or the priority of such Liens, or (d) the Collateral Agent's ability to realize on a material portion of the Collateral or enforce the terms of this Agreement or the Indenture Documents.

" Mortgage " shall mean each of the mortgages, deeds of trust, leasehold mortgages, leasehold deeds of trust, collateral assignments of leases or other real estate security documents delivered by any Grantor to Collateral Agent on behalf of itself and Holders with respect to the Real Property.

" New York UCC " is defined in the preamble hereto.

" Organizational Information " is defined in Section 3(h).

" Partnership Interest " shall mean the entire general partnership interest or limited partnership interest at any time owned by any Grantor in any general partnership or limited partnership.

" Patents " shall mean any patent, and any divisions, continuations (including, but not limited to, continuations-in-parts) and improvements thereof, as well as any application for a patent now or hereafter.

" Pledged Company " means, each Person listed on Schedule 1 hereto as a "Pledged Company", together with each other Person, all or a portion of whose Capital Stock, is acquired or otherwise owned by Grantor after the Issue Date.

" Pledged Interests " is defined in clause (o) of the definition of "Collateral".

" PPSA " shall mean the Personal Property Security Act (Ontario), the Personal Property Security Act (Manitoba), the Civil Code of Quebec or any other applicable Canadian federal or provincial statute pertaining to the granting, perfecting, priority or ranking of security interests, liens, hypothecs on personal property, and any successor statutes, together with any regulations thereunder, in each case as in effect from time to time. References to sections of the PPSA shall be construed to also refer to any successor sections.

" Real Property " shall mean all of each Grantor's right, title and interest in and to its owned and leased premises.

" Receivables " shall mean and include, as to each Grantor, all of such Grantor's Accounts, Contract Rights, instruments (including promissory notes and instruments evidencing indebtedness owed to Grantors by their Affiliates), documents, chattel paper (whether tangible or electronic), general intangibles relating to Accounts, drafts and acceptances, and all other forms of obligations owing to such Grantor arising out of or in connection with the sale, lease or other disposition of Inventory or the rendition of services, all guarantees and other security therefor, whether secured or unsecured, now existing or hereafter created, and whether or not specifically sold or assigned to Collateral Agent hereunder.

" Secured Party " shall refer to each of the Holders, the Trustee and the Collateral Agent.

" Security Agreement Joinder " means a Pledge and Security Agreement Joinder, substantially in the form of the attached Annex E , executed and delivered to the Collateral Agent by a Subsidiary for the purpose of adding an additional Grantor as a party to this Agreement.

" Termination Date " shall mean the earliest to occur of the date on which (a) all Indenture Obligations have been paid in full in cash; (b) the Company exercises its legal defeasance option or covenant defeasance option described in Article 8 of the Indenture; and (c) the satisfaction and discharge of the Indenture occurs in accordance with Article 8 thereof.

" Trustee " shall refer to U.S. Bank National Association, in its capacity as indenture trustee under the Indenture.

" UCC " shall mean the Uniform Commercial Code as in effect from time to time in the relevant jurisdiction.

2. *Security Interest* .

(a) Granting Clause . In consideration of and as collateral security for the prompt full and complete payment and performance when due of the Indenture Obligations now existing or hereafter arising, each Grantor, for value received, does hereby assign, mortgage, pledge and hypothecate to Collateral Agent, for the benefit of the Secured Parties, and does hereby grant to Collateral Agent, for the ratable benefit of the Secured Parties, an absolute, unconditional and continuing security interest in all of such Grantor's Collateral.

(b) Voting, etc. Until the occurrence and continuance of an Event of Default, each Grantor shall be entitled to vote any and all of the Capital Stock; provided , however , that no vote shall be cast or any action taken by such Grantor with respect to any Capital Stock which would materially violate or be materially inconsistent with any of the terms of this Agreement, the Indenture, any other Indenture Document, or which would have the effect of materially impairing the security interest of Collateral Agent or which would authorize or effect actions prohibited under the terms of the Indenture or any Indenture Document; and provided further , that the foregoing proviso shall not apply to Capital Stock described in clause (1) of the definition of Excluded Assets. All such rights of such Grantor to vote any Capital Stock (not subject to the provisos in the preceding sentence) shall cease upon the occurrence and during the continuance of an Event of Default; provided , however , that upon the cure or waiver of such Event of Default, any rights of Collateral Agent to vote any and all of the Capital Stock shall cease and all such rights of such Grantor to vote any and all of the Capital Stock shall resume.

(c) Payments and Other Distributions . Until the occurrence and continuance of an Event of Default, all cash, dividends or distributions payable in respect of the Capital Stock (to the extent such payments shall be permitted pursuant to the terms and provisions of the Indenture or the Intercreditor Agreement) shall be paid to the applicable Grantor; provided , however , that upon the occurrence and during the continuance of an Event of Default, all cash dividends or distributions payable in respect of the Capital Stock shall be paid to Collateral Agent as security for the Indenture Obligations; provided , further that upon the cure or waiver of such Event of Default, all cash dividends or distributions payable in respect of the Capital Stock shall be paid to such Grantor. The Collateral Agent shall be entitled to receive directly, and to retain as part of the Capital Stock:

(i) all other or additional securities or Investment Property, or rights to subscribe for or purchase any of the foregoing, or property (other than cash) paid or distributed by way of dividend in respect of the Capital Stock; and

(ii) all other or additional securities, Investment Property or property (including cash) paid or distributed in respect of the Capital Stock by way of split, spin-off, split-up, reclassification, combination of shares or similar rearrangement.

If at any time any Grantor shall obtain or possess any Capital Stock, such Grantor shall be deemed to hold such Capital Stock in trust for Collateral Agent for the benefit of Collateral Agent and the other Secured Parties, and such Grantor shall promptly surrender and deliver such Capital Stock to Collateral Agent; provided , that the foregoing shall not apply to Capital Stock described in clause (1) of the definition of Excluded Assets.

3. *Representations, Warranties and Agreements*. In addition to any representations and warranties of any Grantor set forth in the Indenture Documents, which are incorporated herein by this reference, each Grantor hereby represents and warrants the following to Collateral Agent:

(a) Authority. The execution, delivery and performance of this Agreement and all of the other Indenture Documents to which such Grantor is a party have been duly authorized by all necessary action of such Grantor.

(b) Accuracy of Information. As of the Issue Date, the exact legal name of such Grantor is correctly shown on the signature pages hereof.

(c) Enforceability. This Agreement and the other Indenture Documents to which such Grantor is a party constitute legal, valid and binding obligations of such Grantor, enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights and except to the extent specific remedies may generally be limited by equitable principles.

(d) Ownership and Liens.

(i) At the time the Collateral becomes subject to Collateral Agent's Lien, each Grantor shall be the sole owner of and fully authorized and able to sell, transfer, pledge and/or grant a Lien (subject to Permitted Liens) in each and every item of its respective Collateral to Collateral Agent; and, except for Permitted Liens, the Collateral shall be free and clear of all Liens and encumbrances whatsoever;

(ii) All of the Pledged Interests (including, without limitation, the Pledged Interests indicated on Schedule 1) have been (to the extent such concepts are relevant with respect to such Pledged Interests) duly authorized and validly issued, are fully paid and non-assessable and other than in connection with a disposition permitted pursuant to the Indenture, there are no options to purchase or similar rights. As of the Issue Date, or, with respect to any additional Grantor, such other date such Grantor becomes a party hereto, except as set forth on Schedule 1 hereto, such Grantor owns 100% of the issued and outstanding shares of capital stock or membership, partnership, limited liability company or other equity interests of each of the direct Subsidiaries of such Grantor, and the Pledged Interests constitute or will constitute the percentage of the issued and outstanding Capital Stock of such Pledged Companies of Grantor identified on Schedule 1 hereto;

(iii) With respect to all Collateral of Grantor whereby or with respect to which the Collateral Agent may obtain "control" thereof within the meaning of Section 8-106 of the UCC or under any provision of the UCC as the same may be amended or supplemented from time to time, or under the laws of any relevant

State, Grantor shall take all actions as may be necessary so that "control" of such Collateral is obtained and at all times held by the Collateral Agent; and

(iv) Each Grantor represents, warrants, covenants and agrees that as of the Issue Date (a) the certificated Pledged Interests listed on Schedule 1 are the only equity interests owned by such Grantor which are certificated; and (b) the uncertificated Pledged Interests listed on Schedule 1 are the only equity interests of any domestic subsidiary owned by such Grantor which are uncertificated.

(e) Capital Stock.

(i) As of the Issue Date, all of the issued and outstanding shares of Capital Stock, membership interests, Limited Liability Company Interests, Partnership Interests, or other similar equity interests, as applicable, of such Grantor have been duly authorized and validly issued, are fully paid and nonassessable and were not issued in violation of, and are not subject to, any preemptive or similar rights. As of the Issue Date, all of the outstanding shares of Capital Stock, membership interests, Limited Liability Company Interests, Partnership Interests, or other similar equity interests of its Subsidiaries are owned directly or indirectly by the Company, free and clear of all Liens other than (A) Permitted Liens, (B) those imposed by the Securities Act, the rules and regulations of the SEC and the securities or "Blue Sky" laws of certain U.S. state or non-U.S. jurisdictions and (C) those set forth in the corporate organizational documents of the relevant entities. As of the Issue Date, no issuer of Capital Stock is party to any agreement granting "control" (as defined in Section 8-106 of the UCC) of such Grantor's Capital Stock to any third party, except as permitted pursuant to the Indenture Documents. As of the Issue Date, all such Capital Stock is held by such Grantor directly and not through any securities intermediary.

(ii) All Capital Stock of each Grantor is, as of the Issue Date, and shall be at all times during the term of this Agreement, freely transferrable without restriction or limitation, except as limited (A) by the terms of this Agreement, (B) in agreements relating to liens permitted under the definition of Permitted Liens in the Indenture) and (C) by foreign laws in connection with the pledge of Capital Stock of issuers organized under the laws of a jurisdiction outside of the United States.

(iii) As of the Issue Date, there are no outstanding options, warrants, convertible securities or other rights, contingent or absolute, to acquire the Capital Stock and no Capital Stock is subject to any shareholder, voting trust or similar agreement. No consent of any Person is necessary or desirable in connection with the creation or perfection of the security interest in any Capital Stock or the exercise by Collateral Agent of the voting or other rights and remedies in respect thereof provided for in this Agreement, except as may be required in connection with (A) any disposition by laws affecting the offering and sale of securities generally or (B) the Capital Stock of issuers organized under the laws of a jurisdiction outside the United States.

(f) No Conflicts or Consents . Neither the ownership or intended use of the Collateral by any Grantor, nor the grant of the security interest by each Grantor to Collateral Agent herein, will (i) materially conflict with any provision of (A) any material federal, state or local law, statute, rule or regulation, (B) any material provision of the organizational documents of any of the Grantors, or (C) any material agreement, judgment, license, order or permit applicable to or binding upon any of the Grantors, or (ii) result in or require the creation of any lien, charge or encumbrance upon any of the Collateral except as may be contemplated or permitted in the Indenture Documents. Except as expressly contemplated in the Indenture Documents, no consent, approval, authorization or order of, and no notice to or filing with, any court, governmental authority or other Person is required in connection with the grant by each Grantor of the security interest herein or the exercise by Collateral Agent of its rights and remedies hereunder, other than (x) those previously or contemporaneously obtained or received, (y) as may be required in connection with any disposition by laws affecting the offering and sale of securities generally or (z) as may be required in connection with the Capital Stock of issuers organized under the laws of a jurisdiction outside the United States.

(g) Security Interest . This Agreement creates a legal, valid and binding security interest in favor of Collateral Agent in the Collateral securing the Indenture Obligations.

(h) Location/Identity . As of the Issue Date, each Grantor's principal place of business and chief executive office (as those terms are used in the New York UCC), is located at the address set forth on Schedule 2 hereto. Each Grantor's organizational structure and state of organization (the " Organizational Information "), as of the Issue Date, are as set forth on Schedule 2 hereto.

4. *Covenants* . In addition to all covenants and agreements of each Grantor set forth in the Indenture Documents, which are incorporated herein by this reference, the Grantors will comply with the covenants contained in this Section 4 at all times during the period of time this Agreement is effective unless Collateral Agent shall otherwise consent in writing.

(a) Inspection and Further Identification of Collateral . Grantors will keep adequate records concerning the Collateral and will permit Collateral Agent and all representatives and agents appointed by Collateral Agent to inspect, at the Company's expense and upon reasonable prior notice to the Grantors (and unless an Event of Default is continuing, not more than once per calendar year), any of the Collateral and the books, records, audits, correspondence and all other documents relating to the Collateral at any time during normal business hours, to make and take away photocopies, photographs and printouts thereof and to write down and record any such information. Each Grantor will furnish to Collateral Agent from time to time statements and schedules further identifying and describing the Collateral as Collateral Agent or any other Secured Party may reasonably request, all in reasonable detail.

(b) Payment of Taxes . Grantors will timely pay, when due, all taxes, assessments and governmental charges or levies lawfully imposed upon the Collateral or any part thereof, except such taxes, charges or levies as to which the failure to pay would

not reasonably be expected to result in a Material Adverse Effect. Grantors may, however, delay paying or discharging any such taxes, assessments or charges so long as the validity thereof is contested in good faith by proper proceedings and provided Grantors have set aside on Grantors' books adequate reserves therefor.

(c) Perfection of Security Interest . Each Grantor shall take all action as may be reasonably necessary so as at all times to maintain the validity, perfection, enforceability and priority (subject to the terms of the Intercreditor Agreement) of Collateral Agent's security interest in and Lien on the Collateral or to enable Collateral Agent to protect, exercise or enforce its rights hereunder and in the Collateral, including (i) promptly discharging all Liens other than Permitted Liens, (ii) to the extent required under the Senior Credit Facility, obtaining Lien waiver agreements and (iii) executing and delivering financing statements, control agreements, instruments of pledge, mortgages, notices and assignments , in each case relating to the creation, validity, perfection, priority, maintenance or continuation of the Collateral Agent's security interest and Lien under the UCC or other applicable law, provided , however , that (A) the Grantors shall not be required to cause the Collateral Agent to have "control" with respect to any deposit or securities account so long as the average five-day closing balance for all such deposit and securities accounts does not exceed $500,000, and (B) to the extent required, the Grantors shall use commercially reasonable efforts to cause any securities intermediary to enter into an agreement with the Collateral Agent to cause the Collateral Agent to have "control" with respect to any securities account.

(d) Inventory and Equipment . Each Grantor covenants and agrees that such Grantor shall keep such Grantor's Inventory and Equipment other than (i) Inventory and Equipment in transit, (ii) Inventory with an aggregate fair market or book value (whichever is more) less than $500,000 and (iii) Equipment with an aggregate fair market or book value (whichever is more) less than $500,000, only at the locations identified on Schedule 2 and its chief executive offices only at the locations identified on Schedule 2 (as such Schedule may from time to time be updated in accordance with Section 4(m). Each Grantor covenants and agrees that all Inventory held for sale or lease by any Grantor has been and will be produced by such Grantor in accordance with the Federal Fair Labor Standards Act of 1938, as amended, and all rules, regulations and orders thereunder in all material respects. All material Equipment used or useful in the conduct of any Grantor's business shall be maintained in good operating condition and repair (reasonable wear and tear excepted) and all necessary replacements of and repairs thereto shall be made so that the value and operating efficiency of such Equipment shall be maintained and preserved (reasonable wear and tear excepted). Each Grantor shall use or operate any Equipment in compliance with applicable law in all material respects. Except as permitted under the Indenture, no Grantor shall sell or otherwise dispose of any of its Equipment. Each Grantor agrees that, upon the request of the Collateral Agent (as directed by the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding), such Grantor will promptly provide the Collateral Agent with confirmation of the specific location of any Equipment.

(e) Direction to Account Debtors; Contracting Parties; etc . Subject to the Intercreditor Agreement, upon the occurrence and during the continuance of an Event of

Default, if the Collateral Agent so directs any Grantor, such Grantor agrees (i) to cause all payments on account of the Accounts and Contracts to be made directly to a cash account held by the Collateral Agent (the " Cash Collateral Account "), (ii) that the Collateral Agent may directly notify the obligors with respect to any Accounts and/or under any Contracts to make payments with respect thereto as provided in the preceding clause (i), and (iii) that the Collateral Agent may enforce collection of any such Accounts and Contracts and may adjust, settle or compromise the amount of payment thereof, in the same manner and to the same extent as such Grantor. Without notice to or assent by any Grantor, the Collateral Agent may, upon the occurrence and during the continuance of an Event of Default, apply any or all amounts then in, or thereafter deposited in, the Cash Collateral Account toward the payment of the Indenture Obligations in the manner provided in Section 4.01 of the Indenture and Section 4.1 of the Intercreditor Agreement. The reasonable out-of-pocket costs and expenses of collection (including reasonable attorneys' fees), whether incurred by a Grantor or the Collateral Agent, shall be borne by the relevant Grantor. The Collateral Agent shall deliver a copy of each notice referred to in the preceding clause (ii) to the relevant Grantor; provided , that (x) the failure by the Collateral Agent to so notify such Grantor shall not affect the effectiveness of such notice or the other rights of the Collateral Agent created by this Section 4 and (y) no such notice shall be required if an Event of Default of the type described in Section 6.01(9) of the Indenture has occurred and is continuing.

(f) Collection . (i) Subject to the terms of the Intercreditor Agreement, from and after the occurrence and during the continuance of an Event of Default, upon the demand of Collateral Agent (acting at the direction of the Holders or the Trustee), each Grantor shall deliver to Collateral Agent, in original form and on the date of receipt thereof, all checks, drafts, notes, money orders, acceptances, cash and other evidences of Indebtedness at any time received by Grantors. (ii) Subject to the terms of the Intercreditor Agreement, following the occurrence and during the continuance of any Event of Default, at its option, Collateral Agent (acting at the direction of the Holders or the Trustee), shall have the exclusive right to collect the Accounts and other Receivables of each Grantor, take possession of the Collateral, or both. In such case, Collateral Agent's actual collection expenses, including but not limited to, stationery and postage, telephone and facsimile, secretarial and clerical expenses and the salaries of any collection personnel used for collection, shall be for the account of the Company and added to the Indenture Obligations.

(g) Instruments and Documents . If any Grantor owns or acquires any instrument or document (as defined in the New York UCC) evidencing or forming a part of the Collateral in excess of (x) so long as no Event of Default has occurred and is continuing, $1,000,000, or (y) so long as an Event of Default has occurred and is continuing, $250,000, constituting Collateral (other than checks and other payment instruments received and collected in the ordinary course of business), such Grantor will within ten (10) Business Days deliver such instrument or document to the Collateral Agent appropriately endorsed to the order of the Collateral Agent.

(h) Grantors Remain Liable Under Accounts and Contracts . Anything herein to the contrary notwithstanding, the Grantors shall remain liable under each of the

Accounts and Contracts to observe and perform all of the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to such Accounts or Contracts. Neither the Collateral Agent nor any other Secured Party shall have any obligation or liability under any Account (or any agreement giving rise thereto) or Contract, in each case by reason of or arising out of this Agreement or the receipt by the Collateral Agent or any other Secured Party of any payment relating to such Account or Contract pursuant hereto, nor shall the Collateral Agent or any other Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Account (or any agreement giving rise thereto) or any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by them or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto) or Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to them or to which they may be entitled at any time or times.

(i) Letter-of-Credit Rights . If any Grantor is at any time a beneficiary under a letter of credit with a stated amount of $375,000 or more, such Grantor shall use its commercially reasonable efforts to (i) arrange for the issuer and any confirmer of such letter of credit to consent in writing to an assignment to the Collateral Agent of the proceeds of any drawing under such letter of credit or (ii) arrange for the Collateral Agent to become the transferee beneficiary of such letter of credit, with the Collateral Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be applied as provided in this Agreement upon the occurrence and during the continuance of an Event of Default.

(j) Commercial Tort Claims . All commercial tort claims of each Grantor in an amount of $500,000 or more in existence on the date of this Agreement are described in Schedule 3 hereto. If any Grantor shall at any time after the date of this Agreement acquire a commercial tort claim in an amount (taking the greater of the aggregate claimed damages thereunder or the reasonably estimated value thereof) of $500,000 or more, such Grantor shall promptly (i) notify the Collateral Agent thereof in a writing signed by such Grantor and describing the details thereof; (ii) grant to the Collateral Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement; and (iii) take such actions as may be reasonably necessary to perfect such security interest, including filing a UCC-1 financing statement or UCC-3 statement of amendment in such filing office as may be appropriate, and provide evidence thereof to the Collateral Agent.

(k) Chattel Paper . Upon the reasonable request of the Collateral Agent made at any time or from time to time, each Grantor shall promptly furnish to the Collateral Agent a list of all electronic chattel paper held or owned by such Grantor. Furthermore, if requested by the Collateral Agent, each Grantor shall promptly take all actions which are reasonably practicable so that the Collateral Agent has "control" of all electronic chattel paper with a value of (x) so long as no Event of Default has occurred and is continuing, $1,000,000, or (y) so long as an Event of Default has occurred and is continuing, $250,000, in accordance with the requirements of Section 9-105 of the UCC.

Each Grantor will promptly (and in any event within ten (10) days) following any request by the Collateral Agent, deliver all of its tangible chattel paper to the Collateral Agent.

(l) Additional Procedures . To the extent that any Grantor at any time or from time to time owns, acquires or obtains any right, title or interest in any Capital Stock intended to be pledged as Collateral hereunder or the form or nature of any Capital Stock shall change, the Collateral Agent shall automatically (and without the taking of any action by any Grantor) have a security interest in all of the right, title and interest of such Grantor in, to and under such Capital Stock pursuant to Section 2(a) of this Agreement and, in addition thereto, such Grantor shall (to the extent provided below) take the following actions as set forth below (as promptly as practicable and, in any event, within fifteen (15) Business Days after it obtains such Capital Stock) for the benefit of the Collateral Agent and the other Secured Parties, subject to the terms of the Intercreditor Agreement:

(i) with respect to a certificated security (other than a certificated security credited on the books of a clearing corporation or securities intermediary), such Grantor shall physically deliver such certificated security to the Collateral Agent, endorsed to the Collateral Agent or endorsed in blank;

(ii) with respect to an uncertificated security (other (x) than an uncertificated security credited on the books of a clearing corporation or securities intermediary or (y) an uncertificated security of an Immaterial Subsidiary), such Grantor shall use commercially reasonable efforts to cause the issuer of such uncertificated security to duly authorize, execute, and deliver to the Collateral Agent, an agreement for the benefit of the Collateral Agent and the other Secured Parties substantially in the form of Annex A hereto pursuant to which such issuer agrees to comply with any and all instructions originated by the Collateral Agent without further consent by the registered owner and not to comply with instructions regarding such uncertificated security (and any Partnership Interests and Limited Liability Company Interests issued by such issuer) originated by any other Person other than a court of competent jurisdiction;

(iii) with respect to a certificated security, uncertificated security, Partnership Interest or Limited Liability Company Interest credited on the books of a clearing corporation or securities intermediary (including a Federal Reserve Bank, Participants Trust Company or The Depository Trust Company), such Grantor shall promptly notify the Collateral Agent in writing thereof and shall use commercially reasonable efforts (x) to comply with the applicable rules of such clearing corporation or securities intermediary and (y) (A) in the case of a clearing corporation, to perfect the security interest of the Collateral Agent under applicable law (including, in any event, under Sections 9-314(a), (b) and (c), 9-106 and 8-106(d) of the UCC) or (B) in the case of a securities intermediary, if required to perfect the security interest of the Collateral Agent under applicable law (including, in any event, under Sections 9-314(a), (b) and (c), 9-106 and 8-106(d) of the UCC);

(iv) with respect to a Partnership Interest or a Limited Liability Company Interest (other than a Partnership Interest or Limited Liability Company Interest credited on the books of a clearing corporation or securities intermediary), (1) if such Partnership Interest or Limited Liability Company Interest is represented by a certificate and is a security for purposes of the UCC, the procedure set forth in Section 4(l)(i) hereof, and (2) if such Partnership Interest or Limited Liability Company Interest is not represented by a certificate or is not a security for purposes of the UCC, the procedure set forth in Section 4(l)(ii) hereof; and

(v) with respect to cash proceeds from any of the Collateral, except as otherwise permitted under the Indenture Documents, (x) establishment by the Collateral Agent of a cash account in the name of such Grantor over which the Collateral Agent shall have "control" within the meaning of the UCC and at any time any Event of Default is in existence no withdrawals or transfers may be made therefrom by any Person except with the prior written consent of the Collateral Agent and (y) deposit of such cash in such cash account.

(m) Further Actions . Without limitation of any other covenant herein, no Grantor shall change or permit to be changed the jurisdiction in which it is incorporated or otherwise organized, or change its legal name (or use a different name), location of chief executive office or location of any of the Collateral, unless such Grantor has given Collateral Agent not less than ten (10) Business Days prior written notice thereof (along with an update of Schedule 2, as applicable) and Grantors have taken (or caused to be taken) all steps required by Collateral Agent to maintain Collateral Agent's Lien on such Collateral, as well as the priority and effectiveness of such Lien (including, without limitation, in the case of Collateral located in Canada, the filing of a PPSA financing statement); provided , that , except as expressly permitted under the Indenture, no Grantor shall change its jurisdiction of incorporation or organization or location of any of its Collateral, in each case, to a jurisdiction or location outside of the United States or Canada.

(n) Insurance .

(i) Each Grantor shall:

(A) keep its properties adequately insured at all times by financially sound and reputable insurers, as is customary with companies in the same or similar businesses operating in the same or similar locations;

(B) maintain such other insurance, to such extent and against such risks (and with such deductibles, retentions and exclusions), including fire and other risks insured against by extended coverage and coverage for acts of terrorism, as is customary with companies in the same or similar businesses operating in the same or similar locations, including public liability insurance against claims for personal injury or death or

property damage occurring upon, in, about or in connection with the use of any properties owned, occupied or controlled by them; and

(C) maintain such other insurance as may be required by law.

(ii) Each Grantor shall furnish to the Collateral Agent no more than once each fiscal year full information as to its property and liability insurance carriers. The Collateral Agent shall be named as an additional insured on all insurance policies of any Grantor and the Collateral Agent shall be named as loss payee, with 30 days' notice of cancellation or material change, on all property and casualty insurance policies of any Grantor.

(o) Leasehold Obligations . Each Grantor shall, and shall cause each of its Subsidiaries to, at all times pay, when and as due, its rental obligations under all leases under which it is a tenant, and shall otherwise comply, in all material respects, with all other terms of such leases and keep them in full force and effect, except, in each case, where the failure to do so could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(p) Exculpation of Liability . Nothing herein contained shall be construed to constitute Collateral Agent or any Holder as any Grantor's agent for any purpose whatsoever, nor shall Collateral Agent or any Holder be responsible or liable for any shortage, discrepancy, damage, loss or destruction of any part of the Collateral wherever the same may be located and regardless of the cause thereof, except with respect to Collateral Agent's or such Holder's gross (not mere) negligence or willful misconduct as determined by a final and non-appealable order of a court of competent jurisdiction. Neither Collateral Agent nor any Holder, whether by anything herein or in any assignment or otherwise, assumes any of any Grantor's obligations under any contract or agreement to which it is a party, and neither Collateral Agent nor any Holder shall be responsible in any way for the performance by any Grantor of any of the terms and conditions thereof.

(q) Deposit Accounts; Etc.

(i) Schedule 5 hereto accurately sets forth, as of the date of this Agreement, for each Grantor, each deposit account maintained by such Grantor (including a description thereof and the respective account number) and the name of the respective bank with which such deposit account is maintained. Subject to Section 4(c) hereof and the terms of the Intercreditor Agreement, for each deposit account that is Collateral (other than the Cash Collateral Account or any other deposit account maintained with the Collateral Agent), the respective Grantor shall use commercially reasonable efforts to cause the bank with which the deposit account is maintained to execute and deliver to the Collateral Agent, (x) in the case of an account located at a bank which is a lender under the Senior Credit Facility, within 30 days after the date of this Agreement (or, if later, the date of the establishment of the respective deposit account), or (y) in the case of an account located at a bank which is a not lender under the Senior Credit Facility,

within 45 days after the date of this Agreement (or, if later, the date of the establishment of the respective deposit account), a "control agreement" in form and substance consistent with the deposit account control agreements entered into by the Company pursuant to the Senior Credit Facility, or otherwise acceptable to the Collateral Agent. Subject to Section 10(n)(iii) hereof, if any bank with which a deposit account is maintained refuses to, or does not, enter into such a "control agreement", then the respective Grantor shall promptly (and in any event within 30 days after the date of this Agreement or, if later, 30 days after the establishment of such account) close the respective deposit account and transfer all balances therein to the Cash Collateral Account or another deposit account meeting the requirements of this Section 4(q). If any bank with which a deposit account is maintained refuses to subordinate all its claims with respect to such deposit account to the Collateral Agent's security interest therein on terms satisfactory to the Collateral Agent, then the Collateral Agent, at its option, may (x) require that such deposit account be terminated in accordance with the immediately preceding sentence or (y) agree to a "control agreement" without such subordination, provided that in such event the Collateral Agent may at any time, at its option, subsequently require that such deposit account be terminated (within 30 days after notice from the Collateral Agent) in accordance with the requirements of the immediately preceding sentence.

(ii) Subject to Section 4(c) hereof and the terms of the Intercreditor Agreement, at the time any such deposit account is established, the appropriate "control agreement" shall be entered into in accordance with the requirements of preceding clause (i) and the respective Grantor shall furnish to the Collateral Agent a supplement to Schedule 5 hereto containing the relevant information with respect to the respective deposit account and the bank with which same is established.

(r) Membership . In accordance with this Agreement, each Grantor hereby acknowledges and agrees that Collateral Agent or any of its successors and assigns (or any designee of Collateral Agent), shall, at Collateral Agent's option, upon written notice to any Grantor (such Grantor, the " Parent Grantor ") of Collateral Agent's intent to be admitted as a member of any other Grantor (in the place of the Parent Grantor) at any time an Event of Default exists or has occurred and is continuing and following delivery of any required notice hereunder, be admitted as a member of the relevant Grantor without any further approval of the Parent Grantor and without compliance by Collateral Agent or any other person with any of the conditions or other requirements of the applicable membership agreement and without conferring upon any Person any option (whether under the applicable membership agreement or otherwise) to acquire the stock or membership interests so transferred to Collateral Agent, its successors or assigns, or its designees. At such time, each Grantor agrees to take such other action and execute such further documents as Collateral Agent may reasonably request from time to time in order to give effect to the provisions of this Agreement.

5. *Special Provisions Concerning Intellectual Property* .

(a) Additional Representations and Warranties . Each Grantor represents and warrants (i) that the Intellectual Property Rights listed in Schedule 4 hereto for such Grantor include all Intellectual Property Rights that such Grantor owns or uses in connection with its business as of the date hereof which are registered at the United States Patent and Trademark Office, the United States Copyright Office, or an equivalent thereof in any state of the United States or any foreign jurisdiction, and (ii) that except as set forth in Schedule 4 it is the true and lawful owner of all registrations and applications for registration of Intellectual Property Rights listed in Schedule 4 hereto. Except as disclosed in the Offering Memorandum or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, each Grantor owns, or is licensed under, and has the right to use, all Intellectual Property Rights used in its businesses as currently conducted and the Intellectual Property Rights are free and clear of all Liens, other than Permitted Liens. No claims or notices of any potential claim have been asserted by any Person challenging the use of any such Intellectual Property Rights by any Grantor or questioning the validity, effectiveness of or Grantor's rights to any Intellectual Property Right or any license or agreement related thereto, other than any claims that, if successful, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and no Grantor is aware of any basis for such claims.

(b) Licenses and Assignments . Except as otherwise permitted by the Indenture Documents, each Grantor hereby agrees not to divest itself of any Intellectual Property Right.

(c) Infringements . Except as such Grantor in its reasonable business judgment determines is not necessary in the conduct of the Grantor's business, each Grantor agrees to prosecute diligently in accordance with reasonable business practices any Person infringing, misappropriating, misusing, diluting, or violating the Grantor's material Intellectual Property Rights.

(d) Preservation of Marks . Each Grantor agrees to use its Marks which are material to such Grantor's business in interstate commerce during the time in which this Agreement is in effect and to take all such other actions as are reasonably necessary to preserve such material Marks as trademarks or service marks under the laws of the United States (in each case, other than any such Marks which, in the Grantor's reasonable business judgment, are no longer necessary in the conduct of the Grantor's business).

(e) Maintenance of Registration . Each Grantor shall, at its own expense, take all commercially reasonable actions to maintain all registrations and applications for registration of its material Intellectual Property Rights.

(f) Future Registered Intellectual Property . At its own expense, each Grantor shall take all commercially reasonable efforts to diligently prosecute all material applications for registrations of Intellectual Property Rights listed on Schedule 4, in each case for such Grantor and shall not abandon any such application prior to exhaustion of

all administrative and judicial remedies (other than applications (i) deemed by such Grantor in its reasonable business judgment to be no longer prudent to pursue or (ii) that are deemed by such Grantor in its reasonable business judgment to no longer be necessary in the conduct of the Grantor's business). If any Grantor makes an application for registration of an Intellectual Property Right before the United States Patent and Trademark Office the United States Copyright Office, or an equivalent thereof in any state of the United States, within sixty (60) days of the submission of such application or, if later, as soon as legally permissible, such Grantor shall deliver to the Collateral Agent a grant of a security interest in such application, to the Collateral Agent and at the expense of such Grantor, confirming the grant of a security interest in such Intellectual Property Right to the Collateral Agent hereunder, the form of such security to be substantially in the form of Annex B hereto in the case of Marks, Annex C hereto in the case of Patents and Annex D hereto in the case of Copyrights or in such other form as may be reasonably satisfactory to the Collateral Agent. Where a registration of an Intellectual Property Right is issued hereafter to any Grantor as a result of any application now or hereafter pending, if a security interest in such application has not already been granted to or recorded on behalf of the Collateral Agent hereunder, such Grantor shall deliver to the Collateral Agent a grant of security interest within sixty (60) days.

(g) Remedies . Each Grantor hereby grants to the Collateral Agent a limited power of attorney to sign, upon the occurrence and during the continuance of an Event of Default at the direction of the Trustee or the requisite Holders in accordance with the Indenture, any document which may be required by the United States Patent and Trademark Office or similar registrar in order to effect an absolute assignment of all right, title and interest in each registered Intellectual Property Right and each application for such registration, and record the same. If an Event of Default shall occur and be continuing, the Collateral Agent may at the direction of the Trustee or the requisite Holders in accordance with the Indenture, by written notice to the relevant Grantor, take any or all of the following actions: (i) declare the entire right, title and interest of such Grantor in and to the Intellectual Property Rights, vested in the Collateral Agent for the benefit of the Secured Parties, in which event such rights, title and interest shall immediately vest, in the Collateral Agent for the benefit of the Secured Parties, and the Collateral Agent shall be entitled to exercise the power of attorney referred to in this Section 6(g) hereof to execute, cause to be acknowledged and notarized and record said absolute assignment with the applicable agency or registrar; (ii) take and use or sell the Intellectual Property Rights; (iii) take and use or sell the goodwill of such Grantor's business symbolized by the Marks and the right to carry on the business and use the assets of such Grantor in connection with which the Marks or Domain Names have been used; and (iv) direct such Grantor to refrain, in which event such Grantor shall refrain, from using the Intellectual Property Rights in any manner whatsoever, directly or indirectly, and such Grantor shall execute such further documents that the Collateral Agent may reasonably request to further confirm this and to transfer ownership of the Intellectual Property Rights and registrations and any pending applications in the United States Copyright Office, United States Patent and Trademark Office, equivalent office in a state of the United States or a foreign jurisdiction or applicable Domain Name registrar to the Collateral Agent.

(h) Discontinuance . Nothing in this Agreement shall prevent any Grantor from discontinuing the use or maintenance of any Intellectual Property Rights if (i) such Grantor so determines in its reasonable business judgment and (ii) it is not prohibited by the Indenture Documents.

6. *Rights of Collateral Agent* . Collateral Agent shall have the rights contained in this Section 6 at all times during the period of time this Agreement is effective.

(a) Financing Statements Filings . Each Grantor hereby authorizes Collateral Agent to file (or any Secured Party to file on behalf of the Collateral Agent), without the signature of such Grantor, (but the Collateral Agent shall not be obligated to so file) one or more financing or continuation statements, and amendments thereto, relating to the Collateral (which statements may describe the Collateral as "all assets" of such Grantor) ; provided , however , such authorization shall not relieve any Grantor from its respective obligations to take all actions necessary to perfect and maintain the perfection of the Collateral Agent's Lien on the Collateral . All charges, expenses and fees that the Collateral Agent may incur in doing any of the foregoing, and any local taxes relating thereto, shall be paid by the Grantors to the Collateral Agent within ten (10) Business Days of demand.

(b) Power of Attorney . Each Grantor hereby irrevocably appoints Collateral Agent as such Grantor's attorney-in-fact, such power of attorney being coupled with an interest, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, after the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument that Collateral Agent or any Secured Party may deem necessary or appropriate to accomplish the purposes of this Agreement, including without limitation: (i) to demand, collect, sue for, recover, compound, receive and give acquittance and receipts for moneys due and to become due under or in respect of the Collateral; (ii) to receive, endorse and collect any drafts or other instruments, documents and chattel paper in connection with clause (i) above; and (iii) to file any claims or take any action or institute any proceedings that Collateral Agent or any Secured Party may deem necessary or appropriate for the collection and/or preservation of the Collateral or otherwise to enforce the rights of Collateral Agent and the Secured Parties with respect to the Collateral.

(c) Further Rights . Collateral Agent has been appointed as the Collateral Agent hereunder pursuant to the Indenture and shall be entitled to the benefits of the Indenture Documents. Notwithstanding anything contained herein to the contrary, Collateral Agent may employ agents, trustees, or attorneys-in-fact and may vest any of them with any property (including, without limitation, any Collateral pledged hereunder), title, right or power deemed necessary for the purposes of such appointment. Notwithstanding anything to the contrary herein, the following provisions shall govern the Collateral Agent's rights, powers, obligations and duties under this Agreement:

(i) The Collateral Agent shall have no duty to act, consent or request any action of the Grantors or any other Person in connection with this Agreement (including all schedules and exhibits attached hereto) unless the Collateral Agent

shall have received written direction from the Trustee or the requisite Holders in accordance with the Indenture.

(ii) The Collateral Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Collateral Agent deals with similar property for its own account. Neither any Secured Party nor any of its officers, directors, employees or agents shall be liable to the Grantors for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Collateral Agent hereunder are solely to protect the interests of the Secured Parties in the Collateral and shall not impose any duty upon any of them to exercise any such powers. The Collateral Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for its own gross negligence or willful misconduct. The Collateral Agent shall not be responsible for, nor incur any liability with respect to, (A) the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the security interest in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part under this Agreement or any of the other Indenture Documents, except to the extent such action or omission constitutes gross negligence or willful misconduct on the part of the Collateral Agent, (B) the validity or sufficiency of the Collateral or any agreement or assignment contained therein, (C) the validity of the title of the Grantors to the Collateral, (D) insuring the Collateral or (E) the payment of taxes, charges or assessments upon the Collateral or otherwise as to the maintenance of the Collateral.

(iii) Notwithstanding any provision to the contrary elsewhere in this Agreement or any other Indenture Documents the Collateral Agent shall not have any duties or responsibilities, except those expressly set forth in this Agreement or such other Indenture Documents and no implied covenants, functions or responsibilities shall be read into this Agreement or otherwise exist against Collateral Agent.

(iv) The Collateral Agent shall not be deemed to be in a relationship of trust or confidence with any Secured Party, or any other Person (including any beneficiary under the Intercreditor Agreement) by reason of this Agreement, and shall not owe any fiduciary, trust or other special duties to the any Secured Party, or any other Person (including any beneficiary under the Intercreditor Agreement) by reason of this Agreement. The parties hereto acknowledge that Collateral Agent's duties do not include any discretionary authority,

determination, control or responsibility with respect to any Indenture Documents or any Collateral, notwithstanding any rights or discretion that may be granted to the Collateral Agent in such Indenture Documents. The provisions of this Agreement, including, without limitation those provisions relating to the rights, duties, powers, privileges, protections and indemnification of the Collateral Agent shall apply with respect to any actions taken or not taken by the Collateral Agent under any Indenture Documents.

(v) Notwithstanding anything herein to the contrary, in no event shall the Collateral Agent have any obligation to inquire or investigate as to the correctness, veracity, or content of any instruction received from any party to this Agreement or any other Indenture Documents. In no event shall the Collateral Agent have any liability in respect of any such instruction received by it and relied on with respect to any action or omission taken pursuant thereto.

(vi) With respect to the Collateral Agent's duties under this Agreement or any of the Indenture Documents, t he Collateral Agent may act through its attorneys, accountants, experts and such other professionals as the Collateral Agent deems necessary, advisable or appropriate and shall not be responsible for the misconduct or negligence of any attorney, accountant, expert or other such professional appointed with due care.

(vii) Neither the Collateral Agent nor any of its experts, officers, directors, employees, agents, attorneys-in-fact or affiliates shall be (x) liable for any action lawfully taken or omitted to be taken by it under or in connection with this Agreement or any of the Indenture Documents (except for its gross negligence or willful misconduct), or (y) responsible in any manner for any recitals, statements, representations or warranties (other than its own recitals, statements, representations or warranties) made in this Agreement or any of the other Indenture Documents or in any certificate, report, statement or other document referred to or provided for in, or received by the Collateral Agent under or in connection with, this Agreement or any of the Indenture Documents or for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any of the Indenture Documents or for any failure of the Grantors or any other Person to perform their obligations hereunder and thereunder. The Collateral Agent shall not be under any obligation to any Person to ascertain or to inquire as to (A) the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any of the Indenture Documents or to inspect the properties, books or records of the Grantors, (B) whether or not any representation or warranty made by any Person in connection with this Agreement or any Indenture Documents is true, (C) the performance by any Person of its obligations under this Agreement or any of the Indenture Documents or (D) the breach of or default by any Person of its obligations under this Agreement or any of the Indenture Documents.

(viii) The Collateral Agent shall not be bound or required to take any action that it believes, based on advice of counsel, is in conflict with any

applicable law, this Agreement or any of the other Indenture Documents, or any order of any court or administrative agency.

(ix) The Collateral Agent shall be authorized to but shall not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or monitoring or maintaining the perfection of any security interest in the Collateral. It is expressly agreed, to the maximum extent permitted by applicable law, that the Collateral Agent shall have no responsibility for (x) taking any necessary steps to preserve rights against any Person with respect to any Collateral or (y) taking any action to protect against any diminution in value of the Collateral, but, in each case (A) subject to the requirement that the Collateral Agent may not act or omit to take any action if such act or omission would constitute gross negligence or willful misconduct and (B) the Collateral Agent may do so and all expenses reasonably incurred in connection therewith shall be part of the Indenture Documents.

(x) The Collateral Agent shall not be liable or responsible for any loss or diminution in the value of any Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Collateral Agent in good faith, except to the extent of the Collateral Agent's gross negligence or willful misconduct.

(xi) Notwithstanding anything in this Agreement or any of the Indenture Documents to the contrary, (A) in no event shall the Collateral Agent or any officer, director, employee, representative or agent of the Collateral Agent be liable under or in connection with this Agreement or any of the Indenture Documents for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever, including but not limited to lost profits or loss of opportunity, whether or not foreseeable, even if the Collateral Agent has been advised of the possibility thereof and regardless of the form of action in which such damages are sought; and (B) the Collateral Agent shall be afforded all of the rights, powers, immunities and indemnities set forth in this Agreement or in all of the other Indenture Documents to which it is a signatory as if such rights, powers, immunities and indemnities were specifically set out in each such Indenture Documents. In no event shall the Collateral Agent be obligated to invest any amounts received by it hereunder.

(xii) The Collateral Agent shall be entitled conclusively to rely, and shall be fully protected in relying, upon any note, writing, resolution, request, direction, certificate, notice, consent, affidavit, letter, cablegram, telegram, telecopy, email, telex or teletype message, statement, order or other document or conversation believed by it in good faith to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and/or upon advice and/or statements of legal counsel, independent accountants and other experts reasonably selected by the Collateral Agent and need not investigate any fact or matter stated in any such document. Any such statement of legal counsel shall be

full and complete authorization and protection in respect of any action taken or suffered by it hereunder in accordance therewith. The Collateral Agent shall be fully justified in failing or refusing to take any action under this Agreement or any of the other Indenture Documents (A) if such action would, in the reasonable opinion of the Collateral Agent (which may be based on the opinion of legal counsel), be contrary to applicable law or any of the Indenture Documents, (B) if such action is not provided for in this Agreement or any of the other Indenture Documents, (C) if, in connection with the taking of any such action hereunder or under any of the Indenture Documents that would constitute an exercise of remedies hereunder or under any of the Indenture Documents it shall not first be indemnified to its satisfaction by the Holders against any and all risk of nonpayment, liability and expense that may be incurred by it, its agents or its counsel by reason of taking or continuing to take any such action, or (D) if, notwithstanding anything to the contrary contained in this Agreement, in connection with the taking of any such action that would constitute a payment due under any agreement or document, it shall not first have received from the Holders or the applicable Grantor funds equal to the amount payable. The Collateral Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any of the other Indenture Documents in accordance with a request of the Trustee or the requisite Holders in accordance with the Indenture, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the other Holders and the Trustee.

(xiii) The Collateral Agent shall not be deemed to have actual, constructive, direct or indirect knowledge or notice of the occurrence of any Default or Event of Default unless and until the Collateral Agent has received a written notice or a certificate from a Grantor, a Holder or the Trustee stating that a Default or Event of Default has occurred. The Collateral Agent shall have no obligation whatsoever either prior to or after receiving such notice or certificate to inquire whether a Default or Event of Default has in fact occurred and shall be entitled to rely conclusively, and shall be fully protected in so relying, on any notice or certificate so furnished to it. No provision of this Agreement, the Intercreditor Agreement or any of the Indenture Documents shall require the Collateral Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under this Agreement, any of the other Indenture Documents or the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability including an advance of moneys necessary to perform work or to take the action requested is not reasonably assured to it, the Collateral Agent may decline to act unless it receives indemnity satisfactory to it in its sole discretion, including an advance of moneys necessary to take the action requested. The Collateral Agent shall be under no obligation or duty to take any action under this Agreement or any of the other Indenture Documents or otherwise if taking such action (x) would subject the Collateral Agent to a tax in any jurisdiction where it is not then subject to a tax or (y) would require the Collateral Agent to qualify to do business in any jurisdiction where it is not then so qualified.

7. *Remedies and Related Rights*. Subject to the terms of the Intercreditor Agreement, if an Event of Default shall have occurred and be continuing, then and in every such case, Collateral Agent, in addition to any rights now or hereafter existing under applicable law and under the other provisions of this Agreement, shall have all rights as a secured creditor under any UCC, and such additional rights and remedies to which a secured creditor is entitled under the laws in effect in all relevant jurisdictions when a debtor is in default under a security agreement and may exercise one or more of the rights and remedies provided in this Section.

(a) Remedies. If an Event of Default shall have occurred and be continuing, Collateral Agent may from time to time at the written direction of the Trustee or the requisite Holders in accordance with the Indenture, without limitation and without notice except as expressly provided in any of the Indenture Documents:

(i) exercise in respect of the Collateral all the rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Collateral);

(ii) require the Grantors to, and such Grantors hereby agree that they will at their expense and upon request of Collateral Agent, assemble the Collateral as directed by Collateral Agent and make it available to Collateral Agent at a place where such Collateral is permitted to be kept pursuant to Section 3(h);

(iii) reduce the Secured Parties' claim to judgment or foreclose or otherwise enforce, in whole or in part, the security interest granted hereunder by any available judicial procedure;

(iv) sell or otherwise dispose of, at its office, on the premises of any Grantor or elsewhere, the Collateral, for cash, on credit, and upon such terms as may be commercially reasonable, as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (it being agreed that the sale or other disposition of any part of the Collateral shall not exhaust Collateral Agent's power of sale, but sales or other dispositions may be made from time to time until all of the Collateral has been sold or disposed of or until the Indenture Obligations have been paid and performed in full), and at any such sale or other disposition it shall not be necessary to exhibit any of the Collateral;

(v) buy the Collateral, or any portion thereof, at any public sale;

(vi) buy the Collateral, or any portion thereof, at any private sale, for cash, on credit, and upon such other terms as may be commercially reasonable, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations;

(vii) apply for the appointment of a receiver for the Collateral, and Grantors hereby consent to any such appointment; and

(viii) at the option of and if instructed by the requisite Holders, retain the Collateral on behalf of the Holders or distribute the Collateral to the Holders,

in each case in satisfaction of the Indenture Obligations, whenever the circumstances are such that Collateral Agent is entitled to do so under the UCC or otherwise; to the full extent permitted by the UCC, Collateral Agent shall be permitted to elect whether such retention shall be in full or partial satisfaction of the Indenture Obligations.

In the event Collateral Agent shall elect (at the instruction of the requisite Holders) to sell the Collateral, Collateral Agent may sell the Collateral without giving any warranties and shall be permitted to specifically disclaim any warranties of title or the like. In the event the purchaser fails to pay for the Collateral, Collateral Agent may resell the Collateral and Grantors shall be credited with the proceeds of the sale. Each Grantor agrees that in the event such Grantor or any obligor is entitled to receive any notice under the UCC, as it exists in the state governing any such notice, of the sale or other disposition of any Collateral, reasonable notice shall be deemed given when such notice is deposited in a depository receptacle under the care and custody of the United States Postal Service, postage prepaid, at such party's address set forth on the signature pages hereof, ten (10) days prior to the date of any public sale, or after which a private sale, of any of such Collateral is to be held. Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Application of Proceeds . If any Event of Default shall have occurred and be continuing, any cash held by Collateral Agent as Collateral, and any cash proceeds received by Collateral Agent in respect of any sale or other disposition of, collection from, or other realization upon, all or any part of the Collateral shall be transferred, conveyed or distributed to the Trustee to be applied in accordance with the Indenture or as otherwise may be directed by the Trustee pursuant to the Indenture Documents.

(c) Deficiency . In the event that the proceeds of any sale of, collection from, or other realization upon, all or any part of the Collateral by Collateral Agent are insufficient to pay all amounts to which Collateral Agent is legally entitled, the Company, the other Grantors and any other Person who guaranteed or is otherwise obligated to pay all or any portion of the Indenture Obligations shall be liable for the deficiency, together with interest thereon as provided in the Indenture Documents, to the full extent permitted by the UCC.

(d) Waiver . Except as otherwise provided in this Agreement, EACH GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTICE AND JUDICIAL HEARING IN CONNECTION WITH COLLATERAL AGENT'S TAKING POSSESSION OR COLLATERAL AGENT'S DISPOSITION OF ANY OF THE COLLATERAL, INCLUDING, WITHOUT LIMITATION, ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT WHICH ANY GRANTOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE, and each Grantor hereby

further waives, to the extent permitted by applicable law, and releases Collateral Agent from:

(i) all claims, damages and demands against the Collateral Agent arising out of the repossession, retention or sale of all or any part of the Collateral, except any damages which are the direct result of Collateral Agent's gross negligence or willful misconduct;

(ii) all claims, damages and demands against Collateral Agent arising by reason of the fact that the price at which the Collateral, or any part thereof, may have been sold at a private sale was less than the price which might have been obtained at public sale or was less than the aggregate amount of the Indenture Obligations, even if Collateral Agent accepts the first offer received which Collateral Agent in good faith deems to be commercially reasonable under the circumstances and does not offer the Collateral, or any portion thereof, to more than one offeree;

(iii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of Collateral Agent's rights hereunder; and

(iv) all equities or rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law in order to prevent or delay the enforcement of this Agreement or the absolute sale or other disposition of the Collateral or any portion thereof, and each Grantor, for itself and all who may claim under it, insofar as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws.

Any sale of, or the grant of options to purchase, or any other realization upon, any Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of each Grantor therein and thereto, and shall be a perpetual bar both at law and in equity against each Grantor and against any and all Persons claiming or attempting to claim the Collateral so sold, optioned or realized upon, or any part thereof, from, through and under the Grantor.

(e) Remedies Cumulative . No right, power or remedy herein conferred upon or reserved to Collateral Agent is intended to be exclusive of any other right, power or remedy, and every such right, power and remedy shall, to the extent permitted by applicable Law, be cumulative and in addition to every other right, power and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent or later assertion or employment of any other appropriate right, power or remedy.

(f) Delay Not Waiver . No delay or omission of Collateral Agent or any other Secured Party to exercise any right, power or remedy accruing upon the occurrence and during the continuance of any Event of Default shall impair any such right or power or

shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every right, power and remedy given by this Agreement may be exercised from time to time, and as often as shall be deemed expedient, by Collateral Agent.

(g) Restoration of Rights and Powers . In case Collateral Agent shall have instituted any action or proceeding to enforce any right, power or remedy under this Agreement by foreclosure, sale, entry, leasing, conveyance, assignment, transfer, other disposition, other realization or otherwise, and such action or proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to Collateral Agent, then and in every such case each Grantor, Collateral Agent and each other Secured Party shall be restored to their former positions and rights hereunder with respect to the Collateral subject to the security interest created under this Agreement, and all rights, remedies and powers of Collateral Agent and each Grantor shall continue as if no such actions or proceedings had been instituted.

(h) Environmental Liability . In the event that the Collateral Agent is requested to acquire title to an asset for any reason, or take any managerial action of any kind in regard thereto, which in the Collateral Agent's sole discretion may cause the Collateral Agent to be considered an "owner or operator" under any environmental laws or otherwise cause the Collateral Agent to incur, or be exposed to, any environmental liability or any liability under any other federal, state or local law, the Collateral Agent reserves the right to not follow such direction, to resign as Collateral Agent or to arrange for the transfer of the title or control of the asset to a court appointed receiver. Neither the Trustee nor the Collateral Agent will be liable to any Person for any environmental liability or any environmental claims or contribution actions under any federal, state or local law, rule or regulation by reason of the Collateral Agent's actions and conduct as authorized, empowered and directed hereunder or relating to any kind of discharge or release or threatened discharge or release of any hazardous materials into the environment. Neither the Trustee nor the Collateral Agent shall be responsible for any loss incurred by the Secured Parties by the Collateral Agent's refusal to take actions to acquire title or other actions that may result in it being considered an "owner or operator".

8. *Security Interest Absolute* . All rights of the Collateral Agent and the security interests granted to the Collateral Agent hereunder, and all obligations of Grantors hereunder, are absolute and unconditional, irrespective of:

(a) Any lack of validity or enforceability of the Indenture, the Notes or any other Indenture Document; or

(b) The failure of the Collateral Agent or any holder of a Note:

(i) To assert any claim or demand or to enforce any right or remedy under the provisions of the Notes or any other Indenture Document or otherwise, or

(ii) To exercise any right or remedy against any collateral securing any obligations of Grantors owing to the Secured Parties; or

(c) Any change in the time, manner or place of payment of, or in any other term of, all or any of the Indenture Obligations or any other extension, compromise or renewal of any Indenture Obligations; or

(d) Any reduction, limitation, impairment or termination of any Indenture Obligations for any reason (other than the satisfaction and discharge of the Indenture Obligations in full), including any claim of waiver, release, surrender, alteration or compromise (and Grantors hereby waive any right to or claim of any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of any invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Indenture Obligations); or

(e) Any amendment to, rescission, waiver, or other modification of, or any consent to departure from, the Notes or any other Indenture Document; or

(f) Any addition, exchange, release, surrender or nonperfection of any collateral (including the Collateral), or any amendment to or waiver or release of or addition to or consent to departure from any guaranty, for any of the Indenture Obligations; or

(g) Any other circumstances which might otherwise constitute a defense available to, or a legal or equitable discharge of, any Grantor, including, without limitation, any and all suretyship defenses.

9. *Indemnity* .

(a) Each Grantor jointly and severally agrees to indemnify, reimburse and hold the Collateral Agent, each other Secured Party and their respective successors, assigns, officers, directors, employees, affiliates and agents (hereinafter in this Section 9 referred to individually as " Indemnitee ," and collectively as " Indemnitees ") harmless from any and all liabilities, obligations, damages, injuries, penalties, claims, demands, actions, suits, judgments and any and all out-of-pocket costs, expenses or disbursements (including reasonable attorneys' fees and expenses) (for the purposes of this Section 9 the foregoing are collectively called "expenses") of whatsoever kind and nature imposed on, asserted against or incurred by any of the Indemnitees in any way relating to or arising out of this Agreement, any other Indenture Document or any other document executed in connection herewith or therewith or in any other way connected with the administration of the transactions contemplated hereby or thereby or the enforcement of any of the terms of, or the preservation of any rights under any thereof, or in any way relating to or arising out of the manufacture, ownership, ordering, purchase, delivery, control, acceptance, lease, financing, possession, operation, condition, sale, return or other disposition, or use of the Collateral (including latent or other defects, whether or not discoverable), the violation of the laws of any country, state or other governmental body or unit, any tort (including claims arising or imposed under the doctrine of strict liability, or for or on

account of injury to or the death of any Person (including any Indemnitee), or property damage), or contract claim; provided , that no Indemnitee shall be indemnified pursuant to this Section 9(a) for losses, damages or liabilities to the extent caused by the gross negligence or willful misconduct of such Indemnitee (as determined by a court of competent jurisdiction in a final and non-appealable decision). Each Grantor agrees that upon written notice by any Indemnitee of the assertion of such a liability, obligation, damage, injury, penalty, claim, demand, action, suit or judgment, the relevant Grantor shall assume full responsibility for the defense thereof. Each Indemnitee agrees to promptly notify the relevant Grantor of any such assertion of which such Indemnitee has knowledge.

(b) Without limiting the application of Section 9(a) hereof, each Grantor agrees, jointly and severally, to pay or reimburse the Collateral Agent for any and all reasonable fees, out-of-pocket costs and expenses of whatever kind or nature incurred in connection with the creation, preservation or protection of the Collateral Agent's Liens on, and security interest in, the Collateral, including all fees and taxes in connection with the recording or filing of instruments and documents in public offices, payment or discharge of any taxes or Liens upon or in respect of the Collateral, premiums for insurance with respect to the Collateral and all other fees, out-of-pocket costs and expenses in connection with protecting, maintaining or preserving the Collateral and the Collateral Agent's interest therein, whether through judicial proceedings or otherwise, or in defending or prosecuting any actions, suits or proceedings arising out of or relating to the Collateral.

(c) Without limiting the application of Section 9(a) or (b) hereof, each Grantor agrees, jointly and severally, to pay, indemnify and hold each Indemnitee harmless from and against any loss, out-of-pocket costs, damages and expenses which such Indemnitee may suffer, expend or incur in consequence of or growing out of any misrepresentation by any Grantor in this Agreement, any other Indenture Document or in any writing contemplated by or made or delivered pursuant to or in connection with this Agreement or any other Indenture Documents.

(d) If and to the extent that the obligations of any Grantor under this Section 9 are unenforceable for any reason, such Grantor hereby agrees to make the maximum contribution to the payment and satisfaction of such obligations which is permissible under applicable law.

(e) Any amounts paid by any Indemnitee as to which such Indemnitee has the right to reimbursement shall constitute Indenture Obligations secured by the Collateral. The indemnity obligations of each Grantor contained in this Section 9 shall continue in full force and effect notwithstanding the full payment of all of the other Indenture Obligations and notwithstanding the full payment of all the Notes issued under the Indenture and the payment of all other Indenture Obligations and notwithstanding the discharge thereof and the occurrence of the Termination Date.

(f) The agreements in this Section shall survive repayment of the Indenture Obligations, all other amounts payable under the Indenture Documents and the resignation or removal of the Collateral Agent.

10. *Miscellaneous*.

(a) Amendment. None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by each Grantor and the Collateral Agent (with the written consent of the Holders in accordance with the Indenture).

(b) Waiver by Collateral Agent. Collateral Agent may waive any Event of Default without waiving any other prior or subsequent Event of Default. Neither the failure by Collateral Agent to exercise, nor the delay by Collateral Agent in exercising, any right or remedy upon any Event of Default shall be construed as a waiver of such Event of Default or as a waiver of the right to exercise any such right or remedy at a later date. No single or partial exercise by Collateral Agent of any right or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right or remedy hereunder may be exercised at any time. No waiver of any provision hereof or consent to any departure by any Grantor therefrom shall be effective unless the same shall be in writing and signed by Collateral Agent and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to or demand on any Grantor in any case shall of itself entitle such Grantor to any other or further notice or demand in similar or other circumstances.

(c) Costs and Expenses. The Grantors will upon demand pay to Collateral Agent and the Secured Parties the amount of any and all reasonable out-of-pocket costs and expenses (including without limitation, reasonable attorneys' fees and expenses), which Collateral Agent and the Secured Parties may incur in connection with the enforcement of any of the rights of Collateral Agent and the Secured Parties under the Indenture Documents in connection with any Event of Default.

(d) No Third Party Beneficiaries. The agreements of the parties hereto are solely for the benefit of the Grantors, Collateral Agent, and the other Secured Parties and their respective successors and assigns and no other Person shall have any rights hereunder.

(e) Termination; Release. After the Termination Date, this Agreement (including any provision providing for the appointment of Collateral Agent as attorney-in-fact for any Grantor) and the Liens and security interests granted hereunder shall terminate automatically and without further action by any party, and Collateral Agent, at the request and expense of the Company, will execute and deliver to each Grantor the proper instruments acknowledging the termination of this Agreement, and will duly assign, transfer and deliver to each Grantor (without recourse and without any representation or warranty) such of the Collateral as may be in possession of the Collateral Agent and has not theretofore been sold or otherwise applied or released pursuant to this

Agreement. Collateral Agent shall also execute and deliver, at the request and expense of the Company, upon termination of this Agreement, such UCC termination statements, and such other documentation as shall be reasonably requested by any Grantor to effect the termination and release of the Liens and security interests granted by this Agreement.

(f) Governing Law; Submission to Jurisdiction .

(i) THIS AGREEMENT, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE AND MATTERS RELATING TO THE CREATION, VALIDITY, ENFORCEMENT OR PRIORITY OF THE LIENS CREATED BY THIS AGREEMENT, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS RULES THEREOF (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATION LAW) EXCEPT AS MAY BE REQUIRED BY OTHER MANDATORY PROVISIONS OF LAW.

(ii) Each Grantor hereby submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York State court sitting in New York City for the purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Each Grantor hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. To the extent permitted by applicable law, each Grantor further irrevocably agrees to the service of process of any of the aforementioned courts in any suit, action or proceeding by the mailing of copies thereof by certified mail, postage prepaid, return receipt requested, to such Grantor at the address referenced in Section 10(i), such service to be effective upon the date indicated on the postal receipt returned from the Grantor.

(iii) To the extent any Grantor may, in any action or proceeding arising out of or relating to this Agreement, be entitled under any applicable law to require or claim that Collateral Agent or any Secured Party post security for costs or take similar action, such Grantor hereby irrevocably (to the extent permitted by applicable law) waives and agrees not to claim the benefit of such entitlement.

(g) WAIVER OF JURY TRIAL . EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING HERETO OR THERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE SECURED PARTIES TO ENTER INTO THIS AGREEMENT AND THE OTHER INDENTURE DOCUMENTS.

(h) Severability . If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable, shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision held to be illegal, invalid or unenforceable.

(i) Notices . All notices to permitted or required under this Agreement may be sent as follows:

If to any Grantor: to the address of each Grantor set forth on the signature page hereto.

If to Collateral Agent: U.S. Bank National Association, Corporate Trust Services, 60 Livingston Avenue, St. Paul, MN 55107-1419, Attention of Raymond S. Haverstock, A.M. Castle Administrator, Facsimile No. (651) 495-8097;

All notices to any Secured Party permitted or required under this Agreement may be sent to Collateral Agent with a copy to the Trustee.

Any notice required to be given to any Grantor shall be given to all Grantors.

Unless otherwise specifically provided herein, any notices or other communications required or permitted hereunder shall be in writing, and shall be sufficiently given if made by hand delivery, by telecopier or registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below each party's name on the signature pages hereto. Each of the parties by written notice to each other may designate additional or different addresses for notices to such Person. Any notice or communication to the parties shall be deemed to have been given or made as of the date so delivered if personally delivered; when receipt is acknowledged, if faxed; and five (5) calendar days after mailing if sent by registered or certified mail, postage prepaid (except that a notice of change of address or a notice sent by mail to the Collateral Agent shall not be deemed to have been given until actually received by the addressee).

(j) Binding Effect and Assignment . This Agreement (i) creates a continuing security interest in the Collateral, (ii) shall be binding on each Grantor and its successors and assigns, and (iii) shall inure to the benefit of Collateral Agent and its successors and assigns. Neither Collateral Agent's nor Grantors' rights and obligations hereunder may be assigned or otherwise transferred without the prior written consent of the other party, except that Collateral Agent's rights under the Agreement may be assigned to any Person to whom the Indenture Obligations are validly assigned in accordance with the Indenture Documents.

(k) Cumulative Rights . All rights and remedies of Collateral Agent hereunder are cumulative of each other and of every other right or remedy that Collateral Agent

may otherwise have at law or in equity or under any of the other Indenture Documents, and the exercise of one or more of such rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of any other rights or remedies. Further, except as specifically noted as a waiver herein, no provision of this Agreement is intended by the parties to this Agreement to waive any rights, benefits or protection afforded to Collateral Agent under the UCC.

(l) Gender and Number . Within this Agreement, words of any gender shall be held and construed to include the other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless in each instance the context requires otherwise.

(m) Descriptive Headings . The headings in this Agreement are for convenience only and shall in no way enlarge, limit or define the scope or meaning of the various and several provisions hereof.

(n) Intercreditor Agreement .

(i) The Liens, security interests and rights granted hereunder or under any other Collateral Agreement in favor of Collateral Agent for the benefit of itself, the Trustee and the Holders in respect of the Collateral and the exercise of any right related thereto thereby shall be subject, in each case, to the terms of the Intercreditor Agreement.

(ii) In the event of any direct conflict between the express terms and provisions of this Agreement or any Collateral Agreement and of the Intercreditor Agreement, the terms and provisions of the Intercreditor Agreement shall control.

(iii) Notwithstanding anything to the contrary herein, any provision hereof that requires any Grantor to (i) deliver any Collateral to Collateral Agent or (ii) provide that the Collateral Agent have control over such Collateral may be satisfied by (A) the delivery of such Collateral by such Grantor to the Senior Credit Facility Agent for the benefit of the lenders party to the Senior Credit Facility and Collateral Agent for the benefit of itself, the Trustee and the Holders pursuant to Section 5.1 of the Intercreditor Agreement and (B) providing that the Senior Credit Facility Agent be provided with control with respect to such Collateral of such Grantor for the benefit of the lenders party to the Senior Credit Facility and Collateral Agent for the benefit of itself, the Trustee and the Holders pursuant to Section 5.1 of the Intercreditor Agreement.

(o) Additional Grantors. Additional Subsidiaries may become a party to this Agreement by the execution of a Security Agreement Joinder and delivery of such other supporting documentation, corporate governance and authorization documents, and an opinion of counsel, as required by Section 4.21 of the Indenture.

[Signature Pages Follow]

EXECUTED as of the date first written above.

GRANTORS:

A. M. CASTLE & CO., a Maryland corporation

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President & Chief Financial Officer

Address:

1420 Kensington Road—Suite 220
Oak Brook, IL 60523

ADVANCED FABRICATING TECHNOLOGY, LLC, a Delaware limited liability company

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President & Treasurer

Address:
687 Byrne Industrial Drive
Rockford, MI 49341

KEYSTONE TUBE COMPANY, LLC, a Delaware limited liability company

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Treasurer

Address:
1420 Kensington Road—Suite 220
Oak Brook, IL 60523

COLLATERAL AGENT:

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Lynn Gosselin
Name: Lynn Gosselin
Title: Vice President

OLIVER STEEL PLATE CO., a Delaware corporation

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Director & Treasurer

Address:
7851 Bavaria Road
Twinsburg, OH 44087

PARAMONT MACHINE COMPANY, LLC, a Delaware limited liability company

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President

Address:
963 Commercial Ave., SE
New Philadelphia, OH 44663

TOTAL PLASTICS, INC. a Michigan corporation

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President

Address:
2810 N. Burdick Street
Kalamazoo, MI 49004

TRANSTAR INVENTORY CORP., a Delaware corporation

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President & Chief Financial Officer

Address:
1420 Kensington Road—Suite 220
Oak Brook, IL 60523

TRANSTAR METALS CORP., a Delaware corporation

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President

Address:
1420 Kensington Road—Suite 220
Oak Brook, IL 60523

TUBE SUPPLY, LLC, a Texas limited liability company

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Director & Treasurer

Address:
5169 Ashley Court
Houston, TX 77041

SCHEDULE 1

PLEDGED COMPANIES AND INTERESTS

Certificated Interests

Subsidiary	Parent	Jurisdiction of Formation	Class of Shares	Shares Outstanding	Percentage of Ownership
A. M. Castle Metals UK, Limited	A. M. Castle & Co.	United Kingdom	Common Stock	1	100%
A. M. Castle & Co. (Canada) Inc.	A. M. Castle & Co.	Ontario	Common Stock	100	100%
A. M. Castle & Co. (Singapore) Pte. Ltd.	A. M. Castle & Co.	Singapore	Common Stock	1	100%
A. M. Castle Metal Materials (Shanghai) Co., Ltd.	A. M. Castle & Co.	Shanghai	Percentage Ownership Interest	100	100%
Castle Metals de Mexico, S.A. de C.V.	A. M. Castle & Co.	Mexico	Percentage Ownership Interest	100	100%
Datamet, Inc.	A. M. Castle & Co.	Illinois	Common Stock	1,000	100%
HY-Alloy Steels Company	A. M. Castle & Co.	Delaware	Common Stock	10	100%
Keystone Service, Inc.	A. M. Castle & Co.	Indiana	Common Stock	10,000	100%
Oliver Steel Plate Co.	A. M. Castle & Co.	Delaware	Common Stock	1,000	100%
Pacific Metals Company	A. M. Castle & Co.	California	Common Stock	1,000	100%
Total Plastics, Inc.	A. M. Castle & Co.	Michigan	Common Stock	510	100%
Transtar Metals Corp.	A. M. Castle & Co.	Delaware	Common Stock	1,000	100%
Transtar Inventory Corp.	Transtar Metals Corp.	Delaware	Common Stock	1,000	100%
Transtar Marine Corp.	Transtar Metals Corp.	Delaware	Common Stock	1,000	100%
Transtar Metals Limited	Transtar Metals Corp.	United Kingdom	Cumulative Redeemable Preference Shares	3,528,160	100%
Transtar Metals Limited	Transtar Metals Corp.	United Kingdom	Ordinary Shares	5,497,491	100%
Transtar Metals Limited	Transtar Metals Corp.	United Kingdom	Redeemable Preference Shares	500,000	100%

Uncertificated Interests

Subsidiary	Parent	Jurisdiction of Formation	Class of Shares	Shares Outstanding	Percentage of Ownership
Keystone Tube Company, LLC	A. M. Castle & Co.	Delaware	Percentage Ownership Interest	100	100%
KSI, LLC	A. M. Castle & Co.	Indiana	Common Stock	10,000	100%
Tube Supply, LLC	A. M. Castle & Co.	Texas	Membership Interests	n/a(1)	100%
Advanced Fabricating Technology, LLC	Total Plastics, Inc.	Delaware	Membership Units	1,000	100%
Paramont Machine Company, LLC	Total Plastics, Inc.	Delaware	Percentage Ownership Interest	100	100%

(1)Tube Supply, LLC’s operating agreement does not provide for a set number of membership interests.

SCHEDULE 2

CORPORATE EXISTENCE; SUBSIDIARIES

Grantor	Jurisdiction of Organization/ Formation	Entity Type	Chief Executive Office
A. M. Castle & Co.	Maryland	Corporation	1420 Kensington Road— Suite 220 Oak Brook, IL 60523
Advanced Fabricating Technology, LLC	Delaware	Limited Liability Company	687 Byrne Industrial Drive Rockford, MI 49341
Keystone Tube Company, LLC	Delaware	Limited Liability Company	1420 Kensington Road— Suite 220 Oak Brook, IL 60523
Oliver Steel Plate Co.	Delaware	Corporation	7851 Bavaria Road Twinsburg, OH 44087
Paramont Machine Company, LLC	Delaware	Limited Liability Company	963 Commercial Ave., SE New Philadelphia, OH 44663
Total Plastics, Inc.	Michigan	Corporation	2810 N. Burdick St. Kalamazoo, MI 49004
Transtar Inventory Corp.	Delaware	Corporation	1420 Kensington Road— Suite 220 Oak Brook, IL 60523
Transtar Metals Corp.	Delaware	Corporation	1420 Kensington Road— Suite 220 Oak Brook, IL 60523
Tube Supply, LLC	Texas	Limited Liability Company	5169 Ashley Court Houston, Texas 77041

Locations of Collateral :

Address

3900 Pinson Valley Parkway, Birmingham, AL 35217
3400 N. Wolf Road, Franklin Park, IL 60131
70 Quinsigamond Avenue, Worcester, MA 01610
3100 82 nd Lane N.E., Blaine, MN 55449
11125 Metromont Parkway, Charlotte, NC 28269
26800 Miles Road, Bedford Heights, OH 44146
299 Canal Road, Fairless, PA 19030
2602 Pinewood Drive, Grand Prairie, TX 75051
6501 Bingle Road, Houston, TX 77092
1652 Gezon Parkway, Grand Rapids, MI 49509
2302 E. Magnolia Street, Suite A, Phoenix, AZ 85034
14001 Orange Avenue, Paramount, CA 90723
1625 Tillie Lewis Drive, Stockton, CA 95206
1420 Kensington Road, Suite 220, Oak Brook, IL 60523
4527 Columbia Ave., Hammond, IN 46327
3050 S. Hydraulic, Wichita, KS 67216
128 Thru-Way Parkway, Broussard, LA 70508
136 Dwight Rd., Longmeadow, MA
6100 Stilwell Street, Kansas City, MO 64120
4412 Dixie Highway, Fairfield, OH 45014
1134-A N. Garnett Road, Tulsa, OK 74116
19500 Texas State Hwy 249 Ste 260, Houston, TX 77092
20826 68 th Avenue South, Kent, WA 98032
5323 N. 118 th Court, Milwaukee, WI 53225
2150 Argentia Road, Mississauga, Ontario, L5N 2K7
3635 Thatcher Avenue, Saskatoon, SK
835 Selkirk Avenue, Pointe Claire, Quebec
5515 - 42 Street, Edmonton, Alberta T6B 3P2
687 Byrne Industrial Drive, Rockford, MI 49341
7851 Bavaria Road, Twinsburg, OH 44087
963 Commercial Ave., SE, New Philadelphia, OH 44663
203-F Kelsey Lane, Tampa, FL 33619
505 Busse Road, Elk Grove Village, IL 60007
7508 Honeywell Drive Fort Wayne, IN 46825
3316 Pogosa Court., Indianapolis, IN 46226
5242 Pulaski Highway, Baltimore, MD 21205
2810 North Burdick St., Kalamazoo, MI 49004
1661 Northfield Dr., Rochester Hills, MI 48309
1313 Old Kings Hwy, Maple Shade, NJ 08691
590 Franklin Avenue, Mt. Vernon, NY 10550
17851 Englewood Dr., Middleburg Heights, OH 44130
7561 B Derry St, Harrisburg, PA 17111
1800 Columbus Avenue, Pittsburgh, PA 15233
1518 Pontiac Avenue, Cranston, RI
3311 N. Park Blvd 10, Suite A, Alcoa, TN 37701
14400 South Figueroa St., Gardena, CA 92048

Address

12 Cascade Blvd., Orange, CT 06477
15 Executive Boulevard, Orange, CT 06477
3745 Cherokee Street, Suite 202, Kennesaw, GA 30144
2950 All Hallows, Wichita, KS
4611 East 31st Street South, Wichita, KS
2100 Design Road Suite 120, Arlington, TX
5169 Ashley Court, Houston, Texas 77041
4669 Brittmoore Road, Houston, Texas 77041
11441 Brittmoore Park Dr., Houston, Texas 77041
5500 Crawford, Houston, Texas 77041
2503-84 Avenue Sherwood Park, Edmonton, Alberta, Canada T6P 1K1
8411 Irvington Blvd, Houston, 77022
1018 Rankin Road, Houston, TX
2186 Grand Caillou Road, Houma, LA 70363
301 Redmond Rd., Houma, LA 70363

SCHEDULE 3

COMMERCIAL TORT CLAIMS

None.

SCHEDULE 4

INTELLECTUAL PROPERTY RIGHTS

Owner	Description	Intellectual Property Type	Registration #	Registration Date	Class	Country
A. M. Castle & Co.	Castle Metals Quik Guide Alloy Steel Bars	Copyright	A 816722	1/12/1977	N/A	USA
A. M. Castle & Co.	Castle Metals-Stock Catalogue	Copyright	A 875677	7/18/1977	N/A	USA
A. M. Castle & Co.	Starweld Tubing	Copyright	A 911815	11/14/1977	N/A	USA
A. M. Castle & Co.	Outside Sales Representative Training Program - Steel Plate Products	Copyright	TX 0-625-908	6/18/1980	N/A	USA
A. M. Castle & Co.	Outside Sales Representative Training Program - Steel Plate Products Territory Plan Book	Copyright	TX 0-625-909	6/18/1980	N/A	USA
A. M. Castle & Co.	Inside Sales Representative Training Program - Steel Plate Products Workbook	Copyright	TX 0-625-910	6/18/1980	N/A	USA
A. M. Castle & Co.	Inside Sales Representative Training Program - Steel Plate Products	Copyright	TX 0-625-911	6/18/1980	N/A	USA
A. M. Castle & Co.	Outside Sales Representative Training Program - Steel Plate Products Administrator’s Manual	Copyright	TX 0-625-912	6/18/1980	N/A	USA
A. M. Castle & Co.	Inside Sales Representatives Training Program - Steel Plate Products Administrators’ Manual	Copyright	TX 0-662-011	6/18/1980	N/A	USA
A. M. Castle & Co.	Outside & Inside Sales Representative Training Program - Stainless Steel Bar Products Administrator’s Manual	Copyright	TX 0-987-081	10/7/1982	N/A	USA
A. M. Castle & Co.	Inside Sales Representative Training Program - Stainless Steel Bar Products Workbook	Copyright	TX 0-987-082	10/7/1982	N/A	USA

Owner	Description	Intellectual Property Type	Registration #	Registration Date	Class	Country
A. M. Castle & Co.	Inside sales representative training program, stainless steel bar products: prework assignment	Copyright	TX 0-987-083	10/7/1982	N/A	USA
A. M. Castle & Co.	Outside Sales Representative Training Program - Stainless Steel Bar Update Prework Assignment	Copyright	TX 1-001-811	10/7/1982	N/A	USA
A. M. Castle & Co.	Outside Sales Representative Training Program - Stainless Steel Bar Updates Territory Plan Book	Copyright	TX 1-001-812	10/7/1982	N/A	USA
A. M. Castle & Co.	Castle Metals Alloy Catalogue	Copyright	TX 1-075-354	6/11/1982	N/A	USA
A. M. Castle & Co.	Castle Metals Inside Sales Representative Training Program - Nickel Alloy Products Prework Assignment	Copyright	TX 1-075-355	12/10/1982	N/A	USA
A. M. Castle & Co.	Castle Metals Outside Sales Representative Training Program - Nickel Alloy Products Territory Plan Book	Copyright	TX 1-075-356	12/10/1982	N/A	USA
A. M. Castle & Co.	Castle Metals Outside Sales Representative Training Program - Nickel Alloy Products Prework Assignment	Copyright	TX 1-075-357	12/10/1982	N/A	USA
A. M. Castle & Co.	Castle Metals Inside Sales Representative Training Program - Nickel Alloy Products Workbook	Copyright	TX 1-075-358	12/10/1982	N/A	USA
A. M. Castle & Co.	Castle Metals Outside & Inside Sales Representative Training Program - Nickel Alloy Products Administrator’s Manual	Copyright	TX 1-075-359	12/10/1982	N/A	USA

Owner	Description	Intellectual Property Type	Registration #	Registration Date	Class	Country
A. M. Castle & Co.	Hy-Alloys Steels Company Catalogue	Copyright	TX 1-109-429	10/4/1982	N/A	USA
A. M. Castle & Co.	Castle Metals Tube-Pipe Catalog	Copyright	TX 2-116-469	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Alloy Catalog	Copyright	TX 2-118-500	7/22/1987	N/A	USA
A. M. Castle & Co.	Call Castle for Tubing. Especially Dom.	Copyright	TX 2-118-959	7/20/1987	N/A	USA
A. M. Castle & Co.	Call Castle For Stainless Steel Bars	Copyright	TX 2-118-960	7/20/9187	N/A	USA
A. M. Castle & Co.	Call Castle For Metals, Especially to Better Your Bottom Line	Copyright	TX 2-118-961	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Doesn't Make Steel Plate, But We're The One to Call to Make If You Make It With Steel Plate.	Copyright	TX 2-118-962	7/20/1987	N/A	USA
A. M. Castle & Co.	Call Castle for Alloy Bars	Copyright	TX 2-120-564	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Nickel Alloys	Copyright	TX 2-120-585	7/23/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Titanium	Copyright	TX 2-121-356	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Copper Brass & Bronze	Copyright	TX 2-121-357	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Stainless Steel Bars	Copyright	TX 2-121-358	7/20/1987	N/A	USA
A. M. Castle & Co.	Call Castle For Metals. Especially to Better Your Bottom Line	Copyright	TX 2-121-359	7/20/1987	N/A	USA
A. M. Castle & Co.	Call Castle for Tubing. Especially D O M.	Copyright	TX 2-121-360	7/20/1987	N/A	USA
A. M. Castle & Co.	Hy-Alloy Steels Co. Catalog	Copyright	TX 2-121-364	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Stainless Steel Bars	Copyright	TX 2-124-131	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Cold Finished Carbon Steel Bars	Copyright	TX 2-124-132	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Alloy Steel Bars	Copyright	TX 2-124-133	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Alloy For Aerospace	Copyright	TX 2-124-134	7/20/1987	N/A	USA

Owner	Description	Intellectual Property Type	Registration #	Registration Date	Class	Country
A. M. Castle & Co.	Castle Metals Quik Guide Carbon & Alloy Rough Turned Steel Bars	Copyright	TX 2-124-135	7/20/1987	N/A	USA
A. M. Castle & Co.	Metaline Electronic Order Entry	Copyright	TX 2-124-162	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Nickel Alloys	Copyright	TX 2-126-049	7/23/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Alloy Catalog	Copyright	TX 2-127-934	8/5/1987	N/A	USA
A. M. Castle & Co.	Call Castle for Alloy Bars	Copyright	TX 2-139-138	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Catalog	Copyright	TX 2-150-475	9/3/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Policy Learning Guide	Copyright	TX 2-157-596	9/24/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Aluminum Cold Finished Rod & Bar	Copyright	TX 2-181-733	3/24/1986	N/A	USA
A. M. Castle & Co.	Call Castle For Stainless Steel Bars	Copyright	TX 2-181-739	12/24/1984	N/A	USA
A. M. Castle & Co.	Call Castle For High Nickel Alloys	Copyright	TX 2-187-532	12/15/1984	N/A	USA
A. M. Castle & Co.	What's New?...	Copyright	TX 2-207-916	10/30/1987	N/A	USA
A. M. Castle & Co.	Hydra Brite Hydraulic Line Tubing	Copyright	TX 2-278-736	3/21/1988	N/A	USA
A. M. Castle & Co.	Castle Giants	Copyright	TX 2-294-263	12/30/1987	N/A	USA
A. M. Castle & Co.	Quik Guide Carbon & Alloy Tubing	Copyright	TX 2-294-297	2/19/1988	N/A	USA
A. M. Castle & Co.	Castle Metals Cut-Off Lathe	Copyright	TX 2-328-646	3/1/1988	N/A	USA
A. M. Castle & Co.	Plate Facility to Serve the Great Southwest	Copyright	TX 2-328-982	7/29/1988	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Alloy Steel Bars	Copyright	TX 2-402-998	9/14/1988	N/A	USA
A. M. Castle & Co.	Your Alloy Advantage Castle Metals	Copyright	TX 2-413-785	9/6/1988	N/A	USA
A. M. Castle & Co.	Alloy A-286 Alloys for Aerospace	Copyright	TX 2-431-668	10/6/1988	N/A	USA
A. M. Castle & Co.	Announcing A New Castle Metals Location	Copyright	TX 2-448-591	11/2/1988	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Aluminum Plate	Copyright	TX 2-467-693	12/2/1988	N/A	USA

Owner	Description	Intellectual Property Type	Registration #	Registration Date	Class	Country
A. M. Castle & Co.	Castle Metals Quik Guide Aluminum Plate & Extruded Rod & Bar	Copyright	TX 2-483-544	12/12/1988	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Garbon & Alloy Plate	Copyright	TX 2-506-545	2/13/1984	N/A	USA
A. M. Castle & Co.	Your Alloy Advantage - Machinability	Copyright	TX 2-507-331	2/2/1989	N/A	USA
A. M. Castle & Co.	We’re First Again Supercut 150	Copyright	TX 2-512-452	8/25/1988	N/A	USA
A. M. Castle & Co.	Supercut 150 Specifications	Copyright	TX 2-512-453	9/14/1988	N/A	USA
A. M. Castle & Co.	Turn to Castle for Great Savings	Copyright	TX 2-524-505	3/9/1989	NA	USA
A. M. Castle & Co.	Alloys For Aerospace	Copyright	TX 2-528-481	3/8/1989	N/A	USA
A. M. Castle & Co.	Great In Stainless Plate	Copyright	TX 2-555-608	4/11/1989	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Copper Brass & Bronze	Copyright	TX 2-555-858	4/11/1989	N/A	USA
A. M. Castle & Co.	New Dimensions In Flats!	Copyright	TX 2-574-503	1/18/1990	N/A	USA
A. M. Castle & Co.	Castle Giants - Some Very Big Reasons Why Castle Metals Is Great In Plate	Copyright	TX 2-576-414	4/26/1989	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide - Alloy Steel Bars	Copyright	TX 2-577-729	5/10/1989	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide - Titanium	Copyright	TX 2-577-730	5/15/1989	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Alloy Steel	Copyright	TX 2-612-114	7/10/1989	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Processing	Copyright	TX 2-616-173	7/12/1989	N/A	USA
A. M. Castle & Co.	EDI - The Wave Of The Future	Copyright	TX 2-633-254	8/9/1989	N/A	USA
A. M. Castle & Co.	Quik Guide Products	Copyright	TX 2-747-823	12/27/1989	N/A	USA
A. M. Castle & Co.	Cal-Al	Copyright	TX 2-747-831	1/11/1990	N/A	USA
A. M. Castle & Co.	One Hundred Years Ago, We Supplied Metals To People Breaking New Frontiers	Copyright	TX 2-747-909	11/8/1989	N/A	USA
A. M. Castle & Co.	Quik Guide - Stainless Steel Bars	Copyright	TX 2-747-910	12/27/1989	N/A	USA
A. M. Castle & Co.	Only From The Alloy Professionals	Copyright	TX 2-748-240	11/27/1989	N/A	USA

Owner	Description	Intellectual Property Type	Registration #	Registration Date	Class	Country
A. M. Castle & Co.	New Dimensions In Flats!	Copyright	TX 2-754-503	1/30/1990	N/A	USA
A. M. Castle & Co.	Alloys For Aerospace	Copyright	TX 2-789-914	2/13/1990	N/A	USA
A. M. Castle & Co.	Telcut	Copyright	TX 2-792-501	3/13/1990	N/A	USA
A. M. Castle & Co.	The Electronic Castle Metals	Copyright	TX 2-805-862	2/13/1990	N/A	USA
A. M. Castle & Co.	Quik Guide Cold Finished Carbon Steel Bars	Copyright	TX 2-838-507	8/2/1990	N/A	USA
A. M. Castle & Co.	Castle Metals Financial Management Training Program Unit 1 Financial Management Concepts *Revised	Copyright	TX 3-408-701	2/1/1983	N/A	USA
HY-Alloy Steels Co.	hA Block Design B/W	Trademark	1,128,438	12/25/1979	42	USA
A. M. Castle & Co.	The One Call To Make If You Make It With Metal	Servicemark	1,218,678	11/30/1982	42	USA
A. M. Castle & Co.	(ROOK) Castle Metals The One Call to Make if you Make it with Metal.	Servicemark	1,218,679	11/30/1982	42	USA
A. M. Castle & Co.	HY-ALLOY (BLOCK hA) STEELS	Servicemark	1,272,222	3/27/1984	42	USA
A. M. Castle & Co.	ROOK DESIGN IN CIRCLE	Servicemark	1,297,178	9/18/1984	42	USA
A. M. Castle & Co.	CASTLE METALS	Servicemark	1,336,048	5/14/1985	42	USA
A. M. Castle & Co.	hA [BLOCK]	Servicemark	1,336,058	5/14/1985	42	USA
A. M. Castle & Co.	Metalink	Servicemark	1,494,616	6/28/1988	42	USA
A. M. Castle & Co.	Processed With Pride	Servicemark	1,868,639	12/20/1994	40	USA
A. M. Castle & Co.	HA Industries (BLOCK)	Servicemark	2,053,333	4/15/1997	40	USA
A. M. Castle & Co.	Quik Buy	Servicemark	2,093,452	9/2/1997	42	USA
Total Plastics, Inc.	Total Plastics, Inc.	Servicemark	2,112,867	11/11/1997	42	USA
Total Plastics, Inc.	TPI	Servicemark	2,120,410	12/9/1997	42	USA
A. M. Castle & Co.	Castle Advanced Materials SPG	Servicemark	2,130,876	1/20/1998	42	USA
A. M. Castle & Co.	StressFree	Servicemark	2,248,378	5/25/1999	35	USA
A. M. Castle & Co.	STRESSFree [BOLD]	Servicemark	2,248,387	5/25/1999	35	USA
A. M. Castle & Co.	WE MAKE A GOOD PLATE GREAT	Servicemark	2,672,116	1/7/2003	40	USA
A. M. Castle & Co.	STRESSFREE with Smoke Design	Servicemark	2,534,390	1/29/2002	35	USA
A. M. Castle & Co.	CMQ	Servicemark	2,314,848	2/1/2000	35	USA

Owner	Description	Intellectual Property Type	Registration #	Registration Date	Class	Country
A. M. Castle & Co.	The Bar Professionals	Servicemark	2,920,641	1/25/2005	35	USA
Total Plastics, Inc.	The Plastics Store	Servicemark	3,080,973	4/11/2006	35	USA
Total Plastics, Inc.	The Plastics store (red and black)	Servicemark	3,088,906	5/2/2006	34	USA
A. M. Castle & Co.	#1 Your First Choice in… Plate (BLOCK)	Servicemark	3,314,426	10/16/2007	35	USA
A. M. Castle & Co.	#1 Your First Choice in Plate	Servicemark	3,321,166	10/23/2007	35	USA
A. M. Castle & Co.	Oliver	Servicemark	3,477,543	7/29/2008	40	USA
A. M. Castle & Co.	Oliver Steel Plate	Servicemark	3,473,178	7/22/2008	40	USA
A. M. Castle & Co.	Castle Design	Servicemark	3,466,370	7/15/2008	40	USA
A. M. Castle & Co.	CASTLE METALS	Servicemark	3,466,369	7/15/2008	40	USA
A. M. Castle & Co.	CASTLE METALS PLUS	Servicemark	3,896,853	12/28/2010	42	USA
A. M. Castle & Co.	Supercut 150	Trademark	3,297,988	9/25/2007	6	USA
A. M. Castle & Co.	(ROOK) Castle Metals	Trademark	1,009,462	4/29/1975	6	USA
A. M. Castle & Co.	Procut	Trademark	2,482,989	8/28/2001	6	USA
A. M. Castle & Co.	Truhard	Trademark	1,841,174	6/21/1994	6	USA
A. M. Castle & Co.	Ultra-Tuff	Trademark	1,796,753	10/5/1993	6	USA
A. M. Castle & Co.	ROOK BLACK & WHITE CIRCLE IN SQUARE	Trademark	1,338,782	6/4/1985	6	USA
A. M. Castle & Co.	ROOK BLACK & WHITE - CIRCLE	Trademark	1,295,685	9/18/1984	6	USA
A. M. Castle & Co.	PURECUT	Trademark	1,681,773	4/7/1992	6	USA
A. M. Castle & Co.	Purecut 40	Trademark	1,658,801	10/1/1991	6	USA
A. M. Castle & Co.	Purecut 20	Trademark	1,655,225	9/3/1991	6	USA
A. M. Castle & Co.	TELCUT	Trademark	1,932,161	10/31/1995	6	USA
A. M. Castle & Co.	Telcut 40	Trademark	1,654,717	8/27/1991	6	USA
A. M. Castle & Co.	CPR-H	Trademark	2,373,599	8/1/2000	6	USA
A. M. Castle & Co.	CPR	Trademark	2,373,598	8/1/2000	6	USA
A. M. Castle & Co.	Formable 400F	Trademark	2,385,887	9/12/2000	6	USA
A. M. Castle & Co.	SUPERCUT 150 and DESIGN	Trademark	1,544,169	6/20/1989	6	USA
A. M. Castle & Co.	OLIVER STEEL PLATE & Design	Trademark	3,576,860	2/17/2009	6	USA
A. M. Castle & Co.	OLIVER	Trademark	3,573,220	2/10/2009	6	USA
A. M. Castle & Co.	Q and DESIGN	Servicemark	1,509,629	10/18/1988	6	USA
A. M. Castle & Co.	METAL EXPRESS	Servicemark	2,091,773	8/26/1997	42	USA
A. M. Castle & Co.	HA Design [SHADED H] (Canada)	Trademark	355,830	5/12/1989	46	Canada
A. M. Castle & Co.	HA DESIGN [SHADED A] (Canada)	Trademark	355,839	5/12/1989	46	Canada
A. M. Castle & Co.	ROOK IN CIRCLE (Canada)	Trademark	358,007	6/30/1989	46	Canada
A. M. Castle & Co.	Metaline (Canada)	Trademark	357,679	6/30/1989	46	Canada
A. M. Castle & Co.	Q & ROOK Design (Canada)	Trademark	360,429	9/15/1989	46	Canada

Owner	Description	Intellectual Property Type	Registration #	Registration Date	Class	Country
A. M. Castle & Co.	HY-ALLOY [HA DESIGN] STEELS (Canada)	Trademark	349,591	12/23/1988	46	Canada
A. M. Castle & Co.	[ROOK IN CIRCLE] CASTLE METALS (Canada)	Trademark	357,849	6/30/1989	46	Canada
A. M. Castle & Co.	The One to Call if You Make it With Metal (Canada)	Trademark	344,674	9/9/1988	46	Canada
A. M. Castle & Co.	Castle Metals (Canada)	Trademark	344,673	9/9/1988	46	Canada
A. M. Castle & Co.	ROOK IN CIRCLE DESIGN (Canada)	Trademark	346,095	10/7/1988	46	Canada
A. M. Castle & Co.	[ROOK IN CIRCLE] CASTLE METALS - The one call to make if you make it with metal (Canada)	Trademark	346,195	10/14/1988	46	Canada
A. M. Castle & Co.	INNOVATIVE SUPPLY-CHAIN SOLUTION FOR YOUR SPECIALTY METALS NEEDS (Canada)	Trademark	1,517,749	3/4/2011		Canada
A. M. Castle & Co.	CASTLE METALS (China)	Trademark	6,553,994	8/7/2010	40	China
A. M. Castle & Co.	Castle Design (China)	Trademark	6,553,656	3/28/2010	40	China
A. M. Castle & Co.	CASTLE METALS (China)	Trademark Application	6,553,997	9/28/2010	35	China
A. M. Castle & Co.	Castle Design (China)	Trademark Application	6,553,996	9/28/2010	35	China
A. M. Castle & Co.	CASTLE METALS (China)	Trademark Application	6,553,998	2/15/2008	6	China
A. M. Castle & Co.	Castle Design (China)	Trademark	6,553,995	3/28/2010	6	China
A. M. Castle & Co.	CASTLE METALS (European Community)	Trademark	6,561,121	1/8/2008	6-40-42	European Community
A. M. Castle & Co.	CASTLE DESIGN (European Community)	Trademark	6,583,926	1/16/2008	6-40-42	European Community
A. M. Castle & Co.	INNOVATIVE SUPPLY-CHAIN SOLUTION FOR YOUR SPECIALTY METALS NEEDS (European Community)	Trademark	009788415	3/4/2011		European Community
A. M. Castle & Co.	CASTLE METALS (Mexico)	Trademark	504,223	11/1/2004	42	Mexico
A. M. Castle & Co.	CASTLE (Mexico)	Trademark	497,189	1/12/2005	6	Mexico

Owner	Description	Intellectual Property Type	Registration #	Registration Date	Class	Country
A. M. Castle & Co.	Castle Design (Mexico)	Trademark	514,648	1/12/2005	6	Mexico
A. M. Castle & Co.	PURECUT (Mexico)	Trademark	496,128	1/12/2005	6	Mexico
A. M. Castle & Co.	TRUHARD (Mexico)	Trademark	496,129	1/12/2005	6	Mexico
A. M. Castle & Co.	ULTRA-TUFF (Mexico)	Trademark	196,127	1/12/2005	6	Mexico
A. M. Castle & Co.	B&W Castle Design w/o denomination (MEXICO)	Trademark	654,120	11/16/2004	42	Mexico
A. M. Castle & Co.	INNOVATIVE SUPPLY-CHAIN SOLUTION FOR YOUR SPECIALTY METALS NEEDS (Mexico)	Trademark	1,160,485	App.3/4/11	35	Mexico

Domain Names

Domain	Country	Registrant	Registrar
aftechintl.com	US	Total Plastics, Inc. 2810 N. Burdick St Kalamazoo, MI 49004-3615	Network Solutions, LLC
aftech-intl.com	US	Total Plastics, Inc. 2810 N. Burdick St Kalamazoo, MI 49004-3615	Network Solutions, LLC
amcastle.co.uk	United Kingdom	Castle Metals c/o Network Solutions PO Box 447 Herndon, VA 20172	Network Solutions, LLC
amcastle.com	US	Castle Metals 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	Network Solutions, LLC
amcastle.com.mx	Mexico	Network Team Franklin Park, Illinois	GoDaddy.com
amcastle.de	Germany	Castle Metals 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	
amcastle.net	US	Castle Metals 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	Network Solutions, LLC

Domain	Country	Registrant	Registrar
Ame-sa.com	US	A. M. Castle & Co 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	GoDaddy.com
castledirect.com	US	Castle Metals 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	
castle-direct.com	US	Castle Metals 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	Network Solutions, LLC
castlemetals.co.uk	United Kingdom	Castle Metals 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	Network Solutions, LLC
castlemetals.com	US	Castle Metals 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	Network Solutions, LLC
castlemetalsaerospace.com	US	Narasimhan Mandyam 37, Kemapura, Hebbal Bangalore, 560024 INDIA	Register.com, Inc.
castlemetalsdirect.com	US	Castle Metals 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	Network Solutions, LLC
castlemetalsuk.co.uk	United Kingdom	A.M. Castle and Company 3400 North Wolf Road Franklin Park, IL 60131	GoDaddy.com
castlemetalsuk.com	US	A. M. Castle and Company 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	GoDaddy.com
castlemetalsuk.de	Germany	Leonie Rudman 4479 Holly Street Kansas City, Missouri 64157	Not listed
castlemetalsuk.fr	France	Not Listed	Key-Systems GmbH
castlesystem.com	US	Castle Metals 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	Network Solutions, LLC
cutterprecision.com	US	Castle Metals 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	Network Solutions, LLC

Domain	Country	Registrant	Registrar
devamcastle.com	US	Castle Metals 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	GoDaddy.com
e-castlemetals.com	US	Castle Metals 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	Network Solutions, LLC
eharding.co.uk	United Kingdom	E. Harding & Sons Ltd.	1&1 Internet AG
Ehardings.com	US	A. M. Castle and Company 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	GoDaddy.com
haindustries.com	US	Castle Metals 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	Network Solutions, LLC
hyalloy.com	US	Castle Metals 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	Network Solutions, LLC
kksstainless.co.uk	United Kingdom	Dan Chippendale	1&1 Internet AG
KKSStainless.com	US	Castle Metals UK Ltd Unit 10 & 11 Guide, Blackburn BB1 2QE, Great Britain	GoDaddy.com
lean-duplex.co.uk	United Kingdom	Metals UK 1420 Kensington Road, Suite 220 Oak Brook, IL 60527	1&1 Internet AG
Loksplasma.co.uk	United Kingdom	Castle Metals UK Ltd	1&1 Internet AG
loks-profiles.co.uk	United Kingdom	Castle Metals UK Ltd	1&1 Internet AG
loksprofiles.co.uk	United Kingdom	Awareness Software Ltd	1&1 Internet AG
loks-profiles.com	US	Castle Metals UK Ltd Unit 10 & 11 Guide, Blackburn BB1 2QE, Great Britain	GoDaddy.com
metalsgroupinc.com	US	Castle Metals UK Ltd Unit 10 & 11 Guide, Blackburn BB1 2QE, Great Britain	GoDaddy.com

Domain	Country	Registrant	Registrar
metalsgroupindia.com	US	Castle Metals UK Ltd Unit 10 & 11 Guide, Blackburn BB1 2QE, Great Britain	GoDaddy.com
MetalsUK.com	US	Castle Metals UK Ltd Unit 10 & 11 Guide, Blackburn BB1 2QE, Great Britain	GoDaddy.com
oliversteel.com	US	Oliver Steel Plate Corp. 7851 Bavaria Road Twinsburg, OH 44087	ENOM, Inc.
paramontmachinecompany.com	US	Total Plastics, Inc. 2810 N. Burdick St Kalamazoo, MI 49004-3615	Network Solutions, LLC
pioneeraluminum.com	US	A. M. Castle and Company 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	GoDaddy.com
plasticsdistributor.com	US	Total Plastics, Inc. 2810 N. Burdick St Kalamazoo, MI 49004-3615	Network Solutions, LLC
pmcplastic.com	US	Total Plastics, Inc. 2810 N. Burdick St Kalamazoo, MI 49004-3615	Network Solutions, LLC
sfsgonline.biz	US	Total Plastics, Inc. 2810 N. Burdick St Kalamazoo, MI 49004-3615	Network Solutions, LLC
sfsgonline.com	US	Total Plastics, Inc. 2810 N. Burdick St Kalamazoo, MI 49004-3615	Network Solutions, LLC
storefixturesolutionsgroup.com	US	Total Plastics, Inc. 2810 N. Burdick St Kalamazoo, MI 49004-3615	Network Solutions, LLC
themetalsgroup.com	US	Castle Metals UK Ltd Unit 10 & 11 Guide, Blackburn BB1 2QE, Great Britain	GoDaddy.com
theplasticsstore.com	US	Total Plastics, Inc. 2810 N. Burdick St Kalamazoo, MI 49004-3615	Network Solutions, LLC
tiernay.com	US	A. M. Castle and Company 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	GoDaddy.com
totalplastics.biz	US	Total Plastics, Inc. 2810 N. Burdick St Kalamazoo, MI 49004-3615	Network Solutions, LLC

Domain	Country	Registrant	Registrar
totalplastics.com	US	Total Plastics, Inc. 2810 N. Burdick St Kalamazoo, MI 49004-3615	Network Solutions, LLC
totalplastics.org	US	Total Plastics, Inc. 2810 N. Burdick St Kalamazoo, MI 49004-3615	Network Solutions, LLC
totalplastics.us	US	Total Plastics, Inc. 2810 N. Burdick St Kalamazoo, MI 49004-3615	Network Solutions, LLC
transtarmetals.com	US	A. M. Castle and Company 1420 Kensington Road, Suite 220 Oak Brook, IL 60523	GoDaddy.com
tubesupply.ca	Canada	Tube Supply, Inc. Noel Tovar 2503 84 Avenue Edmonton AB T6P1K4 Canada	Tucows.com
tubesupply.com	US	Tube Supply, Inc. 5169 Ashley Court Houston, TX 77041	Network Solutions, LLC
tubesupply.net	US	Tube Supply, Inc. 5169 Ashley Court Houston, TX 77041	Network Solutions, LLC
tubesupply.org	US	Tube Supply, Inc. 5169 Ashley Court Houston, TX 77041	Network Solutions, LLC
tubesupply.us	US	Tube Supply, Inc. 5169 Ashley Court Houston, TX 77041	Tucows.com

SCHEDULE 5

Deposit Accounts

[On file with Agent]

ANNEX A

FORM OF AGREEMENT REGARDING UNCERTIFICATED SECURITIES,
LIMITED LIABILITY COMPANY INTERESTS AND PARTNERSHIP INTERESTS

AGREEMENT (as amended, modified, restated and/or supplemented from time to time, this " Agreement "), dated as of [, 201], among the undersigned pledgor (the " Pledgor "), [ ], not in its individual capacity but solely as Collateral Agent (the " Pledgee "), and [ ], as the issuer of the Uncertificated Securities, Limited Liability Company Interests and/or Partnership Interests (each as defined below) (the " Issuer ").

W I T N E S S E T H :

WHEREAS, the Pledgor[, certain of its affiliates] and the Pledgee have entered into a Pledge and Security Agreement, dated as of December 15, 2011 (as amended, modified, restated and/or supplemented from time to time, the " Security Agreement "), under which, among other things, in order to secure the payment of the Indenture Obligations (as defined in the Security Agreement), the Pledgor has or will pledge to the Pledgee for the benefit of the Secured Parties (as defined in the Security Agreement), and grant a security interest in favor of the Pledgee for the benefit of the Secured Parties in, all of the right, title and interest of the Pledgor in and to any and all ["uncertificated securities" (as defined in Section 8-102(a)(18) of the Uniform Commercial Code, as adopted in the State of New York) (" Uncertificated Securities ")] [Partnership Interests (as defined in the Security Agreement)] [Limited Liability Company Interests (as defined in the Security Agreement)], from time to time issued by the Issuer, whether now existing or hereafter from time to time acquired by the Pledgor (with all of such [Uncertificated Securities] [Partnership Interests] [Limited Liability Company Interests] being herein collectively called the " Issuer Pledged Interests "); and

WHEREAS, the Pledgor desires the Issuer to enter into this Agreement in order to perfect the security interest of the Pledgee under the Pledge Agreement in the Issuer Pledged Interests, to vest in the Pledgee control of the Issuer Pledged Interests and to provide for the rights of the parties under this Agreement;

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Pledgor hereby irrevocably authorizes and directs the Issuer, and the Issuer hereby agrees, to comply with any and all instructions and orders originated by the Pledgee (and its successors and assigns) regarding any and all of the Issuer Pledged Interests without the further consent by the registered owner (including the Pledgor), and, following its receipt of a notice from the Pledgee stating that the Pledgee is exercising exclusive control of the Issuer Pledged Interests, not to comply with any instructions or orders regarding any or all of the Issuer

Pledged Interests originated by any person or entity other than the Pledgee (and its successors and assigns) or a court of competent jurisdiction.

2. The Issuer hereby certifies that (i) no notice of any security interest, lien or other encumbrance or claim affecting the Issuer Pledged Interests (other than the security interest of the Pledgee) has been received by it, and (ii) the security interest of the Pledgee in the Issuer Pledged Interests has been registered in the books and records of the Issuer.

3. The Issuer hereby represents and warrants that (i) the pledge by the Pledgor of, and the granting by the Pledgor of a security interest in, the Issuer Pledged Interests to the Pledgee, for the benefit of the Secured Parties, does not violate the charter, by-laws, partnership agreement, membership agreement or any other agreement governing the Issuer or the Issuer Pledged Interests, and (ii) the Issuer Pledged Interests consisting of capital stock of a corporation are fully paid and nonassessable.

4. All notices, statements of accounts, reports, prospectuses, financial statements and other communications to be sent to the Pledgor by the Issuer in respect of the Issuer will also be sent to the Pledgee at the following address:

[ ]
[ ]
Attention: [ ]
Telephone No.: [ ]
Telecopier No.: [ ]

5. Following its receipt of a notice from the Pledgee stating that the Pledgee is exercising exclusive control of the Issuer Pledged Interests and until the Pledgee shall have delivered written notice to the Issuer that all of the Indenture Obligations have been paid in full and this Agreement is terminated, the Issuer will send any and all redemptions, distributions, interest or other payments in respect of the Issuer Pledged Interests from the Issuer for the account of the Pledgee only by wire transfers to such account as the Pledgee shall instruct.

6. Except as expressly provided otherwise in Sections 4 and 5, all notices, instructions, orders and communications hereunder shall be sent or delivered by mail, telegraph, telex, telecopy, cable or overnight courier service and all such notices and communications shall, when mailed, telexed, telecopied, cabled or sent by overnight courier, be effective when deposited in the mails or delivered to overnight courier, prepaid and properly addressed for delivery on such or the next Business Day, or sent by telex or telecopier, except that notices and communications to the Pledgee or the Issuer shall not be effective until received. All notices and other communications shall be in writing and addressed as follows:

(a) if to the Pledgor, at:

Attention:

Telephone No.:
Fax No.:

(b) if to the Pledgee, at the address given in Section 4 hereof;

(c) if to the Issuer, at:

or at such other address as shall have been furnished in writing by any person described above to the party required to give notice hereunder. As used in this Section 6, " Business Day " means any day other than a Saturday, Sunday, or other day in which banks in New York are authorized to remain closed.

7. This Agreement shall be binding upon the successors and assigns of the Pledgor and the Issuer and shall inure to the benefit of and be enforceable by the Pledgee and its successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument. In the event that any provision of this Agreement shall prove to be invalid or unenforceable, such provision shall be deemed to be severable from the other provisions of this Agreement which shall remain binding on all parties hereto. None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever except in writing signed by the Pledgee, the Issuer and the Pledgor.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflict of laws.

IN WITNESS WHEREOF, the Pledgor, the Pledgee and the Issuer have caused this Agreement to be executed by their duly elected officers duly authorized as of the date first above written.

[ ],
as Pledgor

By _____
Name:
Title:

[ ],
not in its individual capacity but solely as Collateral Agent and Pledgee

By _____
Name:
Title:

By _____
Name:
Title:

[ ],
as the Issuer

By _____
Name:
Title:

ANNEX B

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, [Name of Grantor], a (the " Grantor ") with principal offices at , hereby grants to [Name of Collateral Agent], as Collateral Agent, with principal offices at [Address], (the " Grantee "), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under to the United States trademarks, trademark registrations and trademark applications (the " Marks ") set forth on Schedule A attached hereto, (ii) all proceeds (as such term is defined in the Uniform Commercial Code of the State of New York as in effect from time to time) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Pledge and Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of December 15, 2011 (as amended, modified, restated and/or supplemented from time to time, the " Security Agreement "). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the day of , .

[NAME OF GRANTOR], Grantor

By _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the day of , .

[NAME OF COLLATERAL AGENT],
as Collateral Agent and Grantee

By _____
Name:
Title:

By _____
Name:
Title:

STATE OF)
) ss.:
COUNTY OF)

On this day of , , before me personally came who, being by me duly sworn, did state as follows: that [s]he is of [Name of Grantor], that [s]he is authorized to execute the foregoing Grant on behalf of said and that [s]he did so by authority of the [Board of Directors] of said .

Notary Public

STATE OF)
) ss:
COUNTY OF)

On this day of , , before me personally came who, being by me duly sworn, did state as follows: that [s]he is of [Name of Collateral Agent], that [s]he is authorized to execute the foregoing Grant on behalf of said and that [s]he did so by authority of the Board of Directors of said .

Notary Public

SCHEDULE A

MARK	REG. NO.	REG. DATE

ANNEX C

GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, [Name of Grantor], a (the " Grantor ") with principal offices at , hereby grants to [Name of Collateral Agent], as Collateral Agent, with principal offices at [Address], (the " Grantee "), a continuing security interest in (i) all of the Grantor's rights, title and interest in, to and under the United States patents (the " Patents ") set forth on Schedule A attached hereto, in each case together with (ii) all proceeds (as such term is defined in the Uniform Commercial Code of the State of New York as in effect from time to time) and products of the Patents, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Pledge and Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of December 15, 2011 (as amended, modified, restated and/or supplemented from time to time, the " Security Agreement "). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the day of , .

[NAME OF GRANTOR], Grantor

By _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the day of , .

[NAME OF COLLATERAL AGENT],
as Collateral Agent and Grantee

By _____
Name:
Title:

By _____
Name:
Title:

STATE OF)
) ss:
COUNTY OF)

On this day of , , before me personally came who, being by me duly sworn, did state as follows: that [s]he is of [Name of Grantor], that [s]he is authorized to execute the foregoing Grant on behalf of said and that [s]he did so by authority of the Board of Directors of said .

Notary Public

STATE OF)
) ss:
COUNTY OF)

On this day of , , before me personally came who, being by me duly sworn, did state as follows: that [s]he is of [Name of Collateral Agent], that [s]he is authorized to execute the foregoing Grant on behalf of said and that [s]he did so by authority of the Board of Directors of said .

Notary Public

SCHEDULE A

PATENT	PATENT NO.	ISSUE DATE

ANNEX D

GRANT OF SECURITY INTEREST
IN UNITED STATES COPYRIGHTS

WHEREAS, [Name of Grantor], a (the " Grantor "), having its chief executive office at , , is the owner of all right, title and interest in and to the United States copyrights and associated United States copyright registrations and applications for registration set forth in Schedule A attached hereto;

WHEREAS, [NAME OF COLLATERAL AGENT], as Collateral Agent, having its principal offices at [address] (the " Grantee "), desires to acquire a security interest in said copyrights and copyright registrations and applications therefor; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the copyrights and copyright registrations and applications therefor described above.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Pledge and Security Agreement, dated as of December 15, 2011, made by the Grantor, the other Grantors from time to time party thereto and the Grantee (as amended, modified, restated and/or supplemented from time to time, the " Security Agreement "), the Grantor hereby assigns to the Grantee as collateral security, and grants to the Grantee a continuing security interest in, to and under (i) the copyrights and copyright registrations and applications therefore set forth in Schedule A attached hereto (the " Copyrights "), (ii) all proceeds (as such term is defined in the Uniform Commercial Code of the State of New York as in effect from time to time) and products of the Copyrights, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Copyrights or unfair competition regarding the same.

Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Copyrights acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the day of , .

[NAME OF GRANTOR], Grantor

By _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the day of , .

[NAME OF COLLATERAL AGENT],
as Collateral Agent and Grantee

By _____
Name:
Title:

By _____
Name:
Title:

STATE OF)
) ss:
COUNTY OF)

On this day of , , before me personally came , who being duly sworn, did depose and say that [s]he is of [Name of Grantor], that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Notary Public

STATE OF)
) ss.:
COUNTY OF)

On this day of , , before me personally came who, being by me duly sworn, did state as follows: that [s]he is of [Name of Collateral Agent], that [s]he is authorized to execute the foregoing Grant on behalf of said and that [s]he did so by authority of the Board of Directors of said .

Notary Public

ANNEX E

FORM OF
PLEDGE AND SECURITY AGREEMENT JOINDER

This SECURITY AGREEMENT JOINDER (as the same may from time to time be amended, restated, supplemented or otherwise modified, this " Agreement "), is made as of the [ ] day of [,] by [ ], a [ ] [ ] (" New Grantor "), in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association, as the collateral agent (" Collateral Agent "), for the benefit of the Secured Parties (as defined in the Security Agreement).

WHEREAS, A.M. Castle & Co., a Maryland corporation (the " Company ") entered into an Indenture, dated as of December 15, 2011, (as amended, restated, supplemented or otherwise modified from time to time, the " Indenture "), pursuant to which the Company has issued 12.750% Senior Secured Notes due 2016 in a principal amount of [ ] (and, together with any additional notes that may be issued by the Company from time to time thereunder or exchanged therefor or for such additional notes, the " Notes ");

WHEREAS, in connection with the Indenture, certain of the Company's subsidiaries (such subsidiaries, together with the Company, each, a " Grantor " and, collectively, the " Grantors ") entered into that certain Pledge and Security Agreement, dated as of December 15, 2011 (as the same may from time to time be amended, restated or otherwise modified, the " Security Agreement "), pursuant to which the Grantors granted to the Collateral Agent, for the benefit of the Secured Party, a security interest in and pledge of substantially all of their assets;

WHEREAS, New Grantor, a subsidiary of the Company, deems it to be in the direct pecuniary and business interests of New Grantor that the Company continue to obtain from the Secured Parties the financial accommodations provided for in the Indenture;

WHEREAS, New Grantor understands that the Secured Parties are willing to continue grant such financial accommodations only upon certain terms and conditions, one of which is that New Grantor grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and a collateral assignment of New Grantor's Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of each financial accommodation granted to the Company by the Secured Parties, and for other valuable consideration;

WHEREAS, pursuant to Section 4.21 of the Indenture and Section 10(o) of the Security Agreement, New Grantor has agreed that, effective on [ ], [ ] (the " Joinder Effective Date "), New Grantor shall become a party to the Security Agreement and shall become a "Grantor" thereunder; and

WHEREAS, except as specifically defined herein, capitalized terms used herein that are defined in the Security Agreement shall have their respective meanings ascribed to them in the Security Agreement;

NOW, THEREFORE, in consideration of the benefits accruing to New Grantor, the receipt and sufficiency of which are hereby acknowledged, New Grantor hereby makes the following representations and warranties to the Collateral Agent and the Secured Parties, covenants to the Collateral Agent and the Secured Parties, and agrees with the Collateral Agent as follows:

Section 1. Assumption and Joinder . On and after the Joinder Effective Date:

(a) New Grantor hereby irrevocably and unconditionally assumes, agrees to be liable for, and agrees to perform and observe, each and every one of the covenants, rights, promises, agreements, terms, conditions, obligations, appointments, duties and liabilities of a "Grantor" under the Security Agreement and all of the other Indenture Documents (as defined in the Indenture) applicable to it as a Grantor under the Security Agreement;

(b) New Grantor shall become bound by all representations, warranties, covenants, provisions and conditions of the Security Agreement and each other Indenture Document applicable to it as a Grantor under the Security Agreement, as if New Grantor had been the original party making such representations, warranties and covenants; and

(c) all references to the term "Grantor" in the Security Agreement or in any other Indenture Document, or in any document or instrument executed and delivered or furnished, or to be executed and delivered or furnished, in connection therewith shall be deemed to be a reference to, and shall include, New Grantor.

Section 2. Grant of Security Interests . In consideration of and as security for the full and complete payment, and performance when due, of all of the Obligations, New Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of New Grantor's Collateral.

Section 3. Representations and Warranties of New Grantor . New Grantor hereby represents and warrants to Collateral Agent and each Secured Party that:

(a) New Grantor has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder and under the Security Agreement and any other Indenture Document to which it is a party. The execution, delivery and performance of this Agreement by New Grantor and the performance of its obligations under this Agreement, the Security Agreement, and any other Indenture Document have been duly authorized by the board of directors of New Grantor and no other corporate proceedings on the part of New Grantor are necessary to authorize the execution, delivery or performance of this Agreement, the transactions contemplated hereby or the performance of its obligations under this Agreement, the Security Agreement or any other Indenture Document. This Agreement has been duly executed and delivered by New Grantor. This Agreement, the Security Agreement and each Indenture Document constitutes the legal, valid and binding obligation of New Grantor enforceable against it in accordance with its respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and

by general principles of equity, whether such enforceability is considered in a proceeding at law or in equity.

(b) Attached hereto as Exhibit A are supplemental schedules to the Indenture, which schedules set forth the information required by the Indenture with respect to New Grantor.

(c) Each of the representations and warranties set forth in the Security Agreement are true and correct in all material respects on as and as of the date hereof as such representations and warranties apply to New Grantor (except to the extent that any such representations and warranties expressly relate to an earlier date) with the same force and effect as if made on the date hereof.

Section 4. Further Assurances . At any time and from time to time, upon Collateral Agent's request and at the sole expense of New Grantor, New Grantor will promptly and duly execute and deliver to Collateral Agent any and all further instruments and documents and take such further action as Collateral Agent reasonably deems necessary or appropriate to effect the purposes of this Agreement.

Section 5. Notice . All notices, requests, demands and other communications to New Grantor provided for under the Security Agreement and any other Indenture Document shall be addressed to New Grantor at the address specified on the signature page of this Agreement, or at such other address as shall be designated by New Grantor in a written notice to Collateral Agent and the Secured Parties.

Section 6. Binding Nature of Agreement . All provisions of the Security Agreement and the other Indenture Documents shall remain in full force and effect and be unaffected hereby. This Agreement shall be binding upon New Grantor and shall inure to the benefit of Collateral Agent and the Secured Parties, and their respective successors and permitted assigns.

Section 7. Miscellaneous . This Agreement may be executed by facsimile signature, that, when so executed and delivered, shall be deemed to be an original.

Section 8. Governing Law . This Agreement shall be construed in accordance with, and governed by, the laws of the State of New York, without regard to principles of conflicts of laws.

[Remainder of page left intentionally blank]

JURY TRIAL WAIVER . NEW GRANTOR HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, AMONG NEW GRANTOR, THE COMPANY, COLLATERAL AGENT AND THE SECURED PARTIES, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Security Agreement Joinder as of the date first written above.

Address:

Attention:

[NEW GRANTOR]

By: _____
Name: _____
Title: _____

EXHIBIT A

Supplemental Schedules

EXHIBIT 10.2

[EXECUTION FINAL]

INTERCREDITOR AGREEMENT

INTERCREDITOR AGREEMENT dated as of December 15, 2011 (this " ***Intercreditor Agreement*** " as hereinafter further defined), among Wells Fargo 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 U.S. Bank National Association, a national banking association, in its capacity as trustee and collateral agent for the Second Lien Secured Parties (in such capacity, " ***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 and Second Lien Guarantors have entered into (i) an Indenture (as hereinafter defined) with Second Lien Agent pursuant to which Borrowers have 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 "Asset Sale" as defined in the Indenture.

" 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 or (h) Hedging Agreements.

" 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 US Borrowers (as defined in the First Lien Loan Agreement as in effect on the date hereof); 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 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 6.2(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 6.1 and 6.2 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 letters of credit issued under the First Lien Documents (but in no event more than 105% of the aggregate undrawn face amount thereof), Bank Product Obligations, continuing obligations of First Lien Agent and First Lien Lenders under control agreements and other contingent First Lien Debt for which a claim has been asserted. 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 9.10(b) hereof.

" Discharge of Second Lien Debt " shall mean (a) either (i) payment in full in cash of the principal of and interest (including interest accruing during the pendency of any Insolvency or Liquidation Proceeding, regardless of whether allowed or allowable in such Insolvency or Liquidation Proceeding) and premium, if any, on all Second Lien Debt or (ii) legal defeasance or covenant defeasance pursuant to the terms of the applicable Second Lien Debt Document, (b) payment in full of all First Lien Debt acquired by the Second Lien Agent and/or any of the Second Lien Secured Parties as contemplated by Section 7 hereof, and (c) payment in full in cash of all other Second Lien Debt that is due and payable at or prior to the time such principal and interest are paid. 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.

" Excess Cash Flow " shall have the meaning set forth in the Indenture as in effect on the date hereof.

" Excess Claims Permitted Actions " shall have the meaning set forth in Section 3.5(a) hereof.

" Exigent Circumstance " shall have the meaning set forth in Section 7.5 hereof.

" First Lien Agent " shall mean Wells Fargo 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 Borrowing Base " means, as of any date, an amount equal to the sum of:

(a) 85% of the accounts receivable (net of any reserves and allowances for doubtful accounts in accordance with GAAP) of the Company and its Restricted Subsidiaries that are not more than 90 days past their due date and that were entered into in the ordinary course of business on normal payment terms as shown on the most recent consolidated balance sheet of the Company and its Restricted Subsidiaries as of the end of the most recently ended fiscal quarter for which internal financial statements have been made available or received by First Lien Agent, all in accordance with GAAP; plus

(b) 70% of the inventory of the Company and its Restricted Subsidiaries as of the end of the most recently ended fiscal quarter for which internal financial statements have been made available or received by First Lien 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 Excess " shall mean the principal amount of any First Lien Debt in excess of the Maximum Priority First Lien Debt, together with the amount of any interest thereupon or fees in respect thereof.

" First Lien Debt Purchase " shall have the meaning set forth in Section 7.2(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 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) Transtar Inventory Corp., a corporation organized under the laws of the state of Delaware, (b) Keystone Tube Company, LLC, a corporation organized under the laws of the state of Delaware, (c) any other person that at any time after the date hereof becomes a party to a guarantee in favor of First Lien Agent or the First Lien Lenders in respect of any of the First Lien Debt and (d) their respective successors and assigns.

" First Lien Lenders " shall mean, collectively, any person party to the First Lien Documents as 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); subject to the restrictions set forth in this Intercreditor Agreement; sometimes being referred to herein individually as a " ***First Lien Lender*** ".

" First Lien Loan Agreement " shall mean the Loan and Security Agreement, dated as of the date hereof, by and among Grantors, First Lien Agent and First Lien Lenders, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

" 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.

" 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 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.

" Indebtedness " shall mean any "Indebtedness" as defined in the Indenture.

" Indenture " shall mean the Indenture, dated as of the date hereof, by and among Grantors and Second Lien Agent, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

" 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, or (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. For the purposes hereof, (i) the notification of account debtors to make payments to First Lien Lenders or First Lien Agent shall constitute a Lien Enforcement Action if and only if 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.

" Maximum Priority First Lien Debt " shall mean, as of any date of determination, (a) the amount of indebtedness incurred by the Company or any Restricted Subsidiary of the Company of revolving credit Indebtedness and letters of credit under the First Lien Documents in an aggregate principal amount at any one time outstanding, not to exceed the excess of (i) the greater of (A) $100,000,000 and (B) an amount equal to 35% of the First Lien Borrowing Base as of the date of such incurrence, minus (ii) the sum of (A) the aggregate amount of all repayments, optional or mandatory, of the principal of any term Indebtedness under the First Lien Documents that have been made by the Company or any of its Restricted Subsidiaries since the date of the Indenture as in effect on the date thereof (1) as a result of the application of any Net Proceeds of Asset Sales pursuant to clause (b)(i) of Section 4.10 of the Indenture (*Asset Sales*) or (2) that was included in clause (E) in the calculation of Excess Cash Flow for any fiscal year, and (B) the aggregate amount of all permanent 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 date of the Indenture (1) as a result of the application of any Net Proceeds of Asset Sales pursuant to clause (b)(i) of Section 4.10 of the Indenture (*Asset Sales*) or (2) that was included in clause (E) in the calculation of Excess Cash Flow for any fiscal year, plus (b) $10,000,000, plus (c) any interest on such amount (and including, without limitation, any interest which would accrue and become due but for the commencement of an Insolvency or Liquidation Proceeding, whether or not such amounts are allowed or allowable in whole or in part in such case or similar proceeding), plus (d) Bank Product Obligations, plus (e) any fees, costs, expenses and indemnities payable under any of the First Lien Documents (and including, without limitation, any fees, costs, expenses and indemnities which would accrue and become due but for the commencement of an Insolvency or Liquidation Proceeding, whether or not such amounts are allowed or allowable in whole or in part in such case or similar proceeding in respect of the amounts in clauses (a), (b), (c) and (d)).

" 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 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.

" Non-Domestic Subsidiaries " shall mean, individually and collectively, each Subsidiary of any Borrower or Guarantor that is not organized or formed under the laws of the United States, any state or commonwealth of the United States or the District of Columbia.

" Permitted Discretion " shall mean a determination made by the relevant Agent in the exercise of 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 the 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 the Liens securing the 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 in accordance 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;

(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 the Second Lien Documents, in each case not inconsistent with the terms of this Intercreditor Agreement;

(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, in accordance with the terms of this Intercreditor Agreement, with respect to the 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 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 the Second Lien Documents.

" 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 Collatera l" shall have the meaning set forth in Section 5.1 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 6.8 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 and that (a) are subordinated in right of payment to the First Lien Debt (or any debt or 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 is subordinated to the First 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.

" Restricted Subsidiary " shall mean any "Restricted Subsidiary" as defined in the Indenture.

" Retained First Lien Obligations " shall have the meaning set forth in Section 7.2(a) hereof.

" Second Lien Agent " shall mean U.S. Bank National Association, a national banking association, in its capacity as 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 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.

" 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 lender or group of 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.

" 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 Lenders in respect of any of the Second Lien Debt and (c) their respective successors and assigns.

" Second Lien Lenders " shall mean, collectively, the "Holders", as defined in the Indenture (and including any other lender or group of 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 Lender*** ".

" Second Lien Non-Payment Default " shall mean any "Event of Default" as defined in the Second Lien Documents resulting from anything other than a Second Lien Payment Default.

" Second Lien Payment Default " shall mean any "Default" as defined in the Second Lien Documents resulting from the failure of Grantors 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 Lenders, (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 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 3.1(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 7.2(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 First Lien 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 (i) there is Global Undrawn 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 and (ii) such loans or advances or letters of credit issued under the First Lien Documents would not cause the First Lien Debt to exceed the Maximum Priority First Lien Debt, (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 First Lien Agent of a Second Lien Default Notice with respect to such Second Lien Payment Default, or (e) the commencement of an Insolvency or Liquidation Proceeding by or against any Grantor and the occurrence of any one or more of the following: (i) the termination or non-renewal of the First Lien Documents as provided for in any financing order and/or the termination of obligations of First Lien Lenders to make loans or advances or issue or cause to be issued letters of credit under the First Lien Documents, (ii) the entry of an order of the Bankruptcy Court pursuant to Section 363 of any Bankruptcy Law authorizing the sale of substantially all of the assets and properties of the Collateral, (iii) the entry of an order of the Bankruptcy Court pursuant to Section 362 of the Bankruptcy Code vacating the automatic stay in favor of the First Lien Secured Parties in respect of a material portion of the Collateral or (iv) the election by First Lien Secured Parties not to provide DIP Financing to the Grantors.

" 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 Agreements 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 .

(a) 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 the Second Lien Secured Parties 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:

(i) Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, hereby agrees that: (A) any Lien on the Collateral securing the First Lien Debt (other than the First Lien Debt Excess) 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 (other than the First Lien Debt Excess).

(ii) First Lien Agent, for itself and on behalf of the other First Lien Secured Parties, hereby agrees that: (A) 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 shall be senior in right, priority, operation, effect and in all other respects to any Lien on the Collateral securing the First Lien Debt Excess now or hereafter held by or for the benefit or on behalf of any First Lien Secured Party or any agent or trustee therefor; and (B) any Lien on the Collateral securing the First Lien Debt Excess now or hereafter held by or for the benefit or on behalf of any First 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 Second Lien Debt.

(b) All Liens on the Collateral securing any First Lien Debt (other than the First Lien Debt Excess) 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 . 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), 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; provided , that , nothing in this Intercreditor Agreement shall be construed to prevent or impair the rights of the 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 (other than the First Lien Debt Excess) 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), such Second Lien Secured Party, upon demand by First Lien Agent or such Grantor, will, at First Lien Agent's option, either release such Lien or assign it to First Lien Agent as security for the First Lien Debt 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 4 hereof. 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 Second Lien Agent or any other Second Lien Secured Party, First Lien Agent agrees, for itself and on behalf of the other First Lien Secured Parties, that any amount relating to First Lien Debt Excess received by or distributed to any First Lien Secured Party pursuant to or as a result of any Lien granted in contravention of this Section shall be subject to Section 4 hereof.

2.5 Similar Liens and Agreements; Non-Domestic Subsidiaries .

(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) The parties acknowledge that (i) the First Lien Agent may be granted Liens upon assets of Non-Domestic Subsidiaries as security for the First Lien Debt, (ii) for the purposes of this Intercreditor Agreement, the definition of Collateral shall not include such assets, and (iii) for the purposes of this Intercreditor Agreement, the definition of Grantors shall not include any Non-Domestic Subsidiaries.

Section 3. ENFORCEMENT

3.1 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 (other than the First Lien Debt Excess) 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 4 of this Intercreditor Agreement, 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 (i) with respect to any Second Lien Non-Payment Default, the date which is one hundred eighty (180) days after the receipt by First Lien Agent of a Second Lien Default Notice from the Second Lien Agent declaring, in writing, the occurrence of such Second Lien Non-Payment Default or (ii) with respect to any Second Lien Payment Default, the date which is one hundred twenty (120) days after the receipt by First Lien Agent of a Second Lien Default Notice from the Second Lien Agent declaring, in writing, the occurrence of such Second Lien Payment Default (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 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 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 the taking such enforcement or exercise in any foreclosure action or proceeding or any Insolvency or Liquidation Proceeding), if 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 First 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 (other than the First Lien Debt Excess) has not occurred and except for actions permitted under Sections 3.1(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);

(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.

3.2 Rights As Unsecured Creditors . To the extent not inconsistent 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. Nothing in this Intercreditor Agreement shall prohibit the receipt by Second Lien Agent or any other Second Lien Secured Parties of the required payments of interest, principal, fees and premium, if any, so long as such receipt is not the direct or indirect result of the exercise by Second Lien Agent or any other Second Lien Secured Party of foreclosure rights or other remedies as a secured creditor or enforcement in contravention of this Intercreditor Agreement of any Lien held by any of them or any other act in contravention of this Intercreditor Agreement.

3.3 Release of Second Priority 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 3.1 (provided , that , after giving effect to the release, First Lien Debt secured by the first priority Liens on the remaining Collateral remain outstanding and the Net Proceeds of any such sale, lease, license, exchange, transfer or other disposition are applied in accordance with Section 4.1(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 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 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,

(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 tot the UCC) to evidence such release and termination, and

(iv) Second Lien Agent, for itself or on behalf of the Second Lien Secured Parties, shall be deemed to have consented under the 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 (other than the First Lien Debt Excess) 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 3.3, 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 3.3, 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 the Second Lien Agent and extends to the successors of the 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.

3.4 Insurance and Condemnation Awards . So long as the Discharge of First Lien Debt (other than the First Lien Debt Excess) 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 4.1(a). Until the Discharge of First Lien Debt (other than the First Lien Debt Excess), 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 4.2.

3.5 Rights of First Lien Debt Excess Holders . (a) From and after the date that Second Lien Agent receives a Discharge of First Lien Debt Notice, and provided , that as of such date the Discharge of Second Lien Debt has not occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced, the Second Lien Agent and the other Second Lien Secured Parties shall have the exclusive right to enforce rights and exercise remedies (including any right of setoff) with respect to the Collateral (including making determinations regarding the release, disposition or restrictions with respect to the Collateral), or to commence or seek to commence any action or proceeding with respect to such rights or remedies (including any foreclosure action or proceeding or

any Insolvency or Liquidation Proceeding), in each case, without any consultation with or the consent of any First Lien Secured Parties; provided , that notwithstanding the foregoing, (i) in any Insolvency or Liquidation Proceeding, any such First Lien Secured Party may file a proof of claim or statement of interest with respect to any First Lien Debt Excess; (ii) any such First Lien Secured Party may take any action to preserve or protect the validity and enforceability of the Liens that secure any First Lien Debt Excess; provided , that that no such action is, or could reasonably be expected to be, (A) adverse to the Liens securing the Second Lien Debt or the rights of the Second Lien Agent or any other Second Lien Secured Party to exercise remedies in respect thereof or (B) otherwise inconsistent with the terms of this Intercreditor Agreement, including the automatic release of such Liens provided in Section 3.5(d); (iii) any such First Lien Secured Party may file any 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 of such First Lien Secured Party, including any claims secured by the Collateral or otherwise make any agreements or file any motions pertaining to the First Lien Debt Excess, in each case, to the extent not inconsistent with the terms of this Intercreditor Agreement; (iv) any such First Lien Secured Party may exercise rights and remedies as unsecured creditors, as provided in Section 3.2 (the actions described in this proviso being referred to herein as the " ***Excess Claims Permitted Actions*** "). Except for Excess Claims Permitted Actions, unless and until the Discharge of Second Lien Debt has occurred, the sole right of any First Lien Secured Party with respect to the Collateral from and after the Discharge of First Lien Debt, other than the First Lien Debt Excess, shall be to receive the proceeds of the Collateral, if any, remaining after the Discharge of Second Lien Debt and in accordance with the agreements, instruments and other documents evidencing or governing First Lien Debt Excess and applicable law.

(b) First Lien Secured Parties hereby acknowledge and agree that no covenant, agreement or restriction contained in any agreement, instrument or other document that evidences or governs any First Lien Debt Excess (other than the provisions of this Intercreditor Agreement that inure to the benefit of the First Lien Secured Parties) shall be deemed to restrict in any way the rights and remedies of the Second Lien Agent or the other Second Lien Secured Parties with respect to the Collateral as set forth in this Intercreditor Agreement and the other Second Lien Debt Documents.

(c) Each First Lien Secured Party agrees that, from and after the date that Second Lien Agent receives a Discharge of First Lien Debt Notice and so long as the Discharge of Second Lien Claims has not occurred, whether or not any Insolvency or Liquidation Proceeding has been commenced, such First Lien Secured Party will not, except for Excess Claims Permitted Actions, (i) enforce or exercise, or seek to enforce or exercise, any rights or remedies (including any right of setoff) with respect to any Collateral (including the enforcement of any right under any account control agreement, landlord waiver or bailee's letter or any similar agreement or arrangement to which such First Lien Secured Party is a party) or (B) commence or join with any Person (other than the Second Lien Agent) in commencing, or petition for or vote in favor of any resolution for, any action or proceeding with respect to such rights or remedies (including any foreclosure action).

(d) If, after the date that Second Lien Agent receives a Discharge of First Lien Debt Notice, there is a release of Liens on Collateral by Second Lien Agent, then the Liens securing the First Lien Debt Excess on such Collateral shall be automatically, unconditionally and simultaneously released, and First Lien Agent shall promptly execute and deliver to the Second Lien Agent such termination statements, releases and other documents as the Second Lien Agent may

reasonably request to effectively confirm such release, in each case, at the sole cost and expense of the Grantors.

(e) From and after the date that Second Lien Agent receives a Discharge of First Lien Debt Notice, until the Discharge of Second Lien Debt has occurred, each First Lien Secured Party hereby irrevocably constitutes and appoints Second Lien Agent and any officer or agent of Second 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 such holder or in such holder's own name, from time to time in Second Lien Agent's discretion, for the limited purpose of carrying out the terms of this Section 3.5, 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 3.5, 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 such holder and extends to the successors of such holder. Nothing contained in this Intercreditor Agreement shall be construed to modify the obligation of Second 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.

Section 4. PAYMENTS

4.1 Application of Proceeds .

(a) So long as the Discharge of First Lien Debt (other than the First Lien Debt Excess) 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 (other than the First Lien Debt Excess), and in such order as specified in the relevant First Lien Documents until the Discharge of First Lien Debt (other than the First Lien Debt Excess) 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;

(iii) third , to the First Lien Debt Excess; and

(iv) fourth , 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 First Lien Debt (other than the First Lien Debt Excess), so long as the Discharge of Second Lien Debt has not occurred, to the extent permitted under applicable law and without risk of legal liability to First Lien Agent or any other First Lien Secured Party, First Lien Agent shall deliver to Second Lien Agent, without representation or recourse, any proceeds of Collateral held by it at such time in the same form as received, with any necessary endorsements or as a court of competent jurisdiction may otherwise direct. After the Discharge of First Lien Debt (other than the First Lien Debt Excess), so long as the Discharge of Second 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 Second Lien Debt in such order as specified in the relevant Second Lien Documents until the Discharge of Second Lien Debt has occurred;

(ii) second , to the First Lien Debt Excess; 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.

(c) The foregoing provisions of this Intercreditor Agreement are intended solely to govern the respective Lien priorities as between 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.

4.2 Payments Over .

(a) So long as the Discharge of First Lien Debt has not occurred (other than the First Lien Debt Excess), 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.

(b) So long as the Discharge of First Lien Debt has occurred (excluding any First Lien Debt Excess) 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, the First Lien Agent agrees that any Collateral or proceeds thereof or payment with respect thereto received by First Lien Agent (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 Second Lien Agent for the benefit of the Second 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. Second Lien Agent is hereby authorized to make any such endorsements or assignments as agent for such holders. This authorization is coupled with an interest and is irrevocable.

Section 5. BAILEE FOR PERFECTION

5.1 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 bailee and 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 5.

(b) Until the Discharge of First Lien Debt (other than the First Lien Debt Excess) 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 (other than the First Lien Debt Excess) 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, Second Lien Agent shall be entitled to deal with the Pledged Collateral in accordance with the terms of the Second Lien Documents as if the Liens of any holder of First Lien Debt Excess did not exist. From and after the date that Second Lien Agent receives a Discharge of First Lien Debt Notice, the rights of any First Lien Secured Party shall be subject to the terms of this Intercreditor Agreement and to Second Lien Agent's rights under the Second Lien Documents.

(c) Each Agent shall have no obligation whatsoever to the 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 5. The duties or responsibilities of each Agent under this Section 5 shall be limited solely to holding the Pledged Collateral as bailee and 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.

5.2 Transfer of Pledged Collateral . Upon the Discharge of First Lien Debt (excluding any First Lien Debt Excess), 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 Second Lien Agent, 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 (other than any First Lien Debt Excess), or (ii) as cash collateral as contemplated under clause (c) of the definition of "Discharge of First Lien Debt" except to the extent the reimbursement obligations collateralized thereby may constitute First Lien Debt Excess, (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. From and after the date that Second Lien Agent receives a Discharge of First Lien Debt Notice and upon the Discharge of Second Lien Debt, the Second Lien Agent shall transfer the possession and control of the Pledged Collateral, together with any necessary endorsements but without recourse or warranty, (i) if any First Lien Debt Excess is outstanding at such time, to First Lien Agent, and (ii) if no First Lien Debt Excess is outstanding at such time, to the applicable Grantor, in each case so as to allow such Person to obtain possession and control of such Pledged Collateral. In connection with any transfer under clause (i) of the immediately preceding sentence, the Second Lien Agent agrees, at the sole cost and expense of the Grantors, to take all actions in its power as shall be reasonably requested by the First Lien Agent to permit First Lien Agent to obtain a first priority security interest in the Pledged Collateral.

Section 6. INSOLVENCY OR LIQUIDATION PROCEEDINGS

6.1 General Applicability . This Intercreditor Agreement shall be applicable both before and after the institution of any Insolvency or Liquidation Proceeding involving Borrowers or any other Grantor, including, without limitation, the filing or application of any petition by or against any Borrower or any other 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 Borrowers or any Grantor shall be deemed to apply to the trustee for Borrowers or such Grantor and Borrowers or 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 Borrowers or any other Grantor, including, without limitation, the filing or application of any petition by or against Borrowers or any other 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, Borrowers or any other 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.

6.2 Bankruptcy Financing . If any Grantor becomes subject to any Insolvency or Liquidation Proceeding, until the Discharge of First Lien Debt (other than the First Lien Debt Excess) has occurred, Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, agrees that:

(a) each Second Lien Secured Party 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 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 6.4 below and will subordinate (and will be deemed hereunder to have subordinated) the Liens granted to 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 aggregate principal amount of such DIP Financing, together with the First Lien Debt as of such date, does not exceed the Maximum Priority First Lien Debt, and the DIP Financing is treated as First Lien Debt hereunder,

(iii) the Liens granted to the First Lien Secured Parties in connection with such DIP Financing 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) the 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 the Second Lien Secured Parties are undersecured secured creditors; and

(b) no 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.

6.3 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 (other than the First Lien Debt Excess) has not occurred, no Second Lien Secured Party 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.

6.4 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 6.2 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 any 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 the 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.

6.5 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, on account of both the First Lien Debt and the 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.

6.6 Separate Classes . Each of the parties hereto irrevocably acknowledges and agrees that (a) the claims and interests of the First Lien Secured Parties and the Second Lien Secured Parties are not "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 two separate and distinct grants of Liens, (c) the First Lien Secured Parties' rights in the Collateral are fundamentally different from the Second Lien Secured Parties' rights in the Collateral 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.

6.7 Asset Dispositions . Until the Discharge of First Lien Debt (other than First Lien Debt Excess) has occurred, 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, if the First Lien Secured Parties have consented to such sale or other disposition so long as the net cash proceeds are applied in accordance with Section 4.1(a). Nothing in this Section 6.7 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.

6.8 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 up to the Maximum Priority First Lien Debt but, until the Discharge of Second Lien Debt, not including any First Lien Debt Excess, 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.

6.9 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 Second Lien Secured Party arising out of the election by any 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.

6.10 No Challenges to Claims . Second Lien Agent, for itself and on behalf of the other Second Lien Secured Parties, agrees that no Second Lien Secured Party 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 Party for allowance in any Insolvency or Liquidation Proceeding of any Second Lien Debt, including those consisting of post-petition interest, fees or expenses.

6.11 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 7. SECOND LIEN SECURED PARTIES' PURCHASE OPTION

7.1 Exercise of Option . At any time following the occurrence and during the continuance of a Triggering Event, the Second Lien Secured Parties shall have the option at any time within sixty (60) days of such Triggering Event (the " ***Purchase Option Period*** ") to purchase all (but not less than all) of the First Lien Debt (other than the First Lien Debt Excess) from the First Lien Secured Parties. Second Lien Agent shall give at least five (5) Business Days written notice to First Lien Agent of its election to exercise such purchase option (the " ***Purchase Option Notice*** "). A Purchase Option Notice from Second Lien Agent to First Lien Agent shall be irrevocable.

7.2 Purchase and Sale .

(a) On the date within the Purchase Option Period specified by Second Lien Agent in the Purchase Option Notice (which shall not be less than five (5) Business Days, nor more than twenty (20) 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 Second Lien Lenders electing to purchase (the " ***Purchasing Parties*** "), and the Purchasing Parties shall purchase from the First Lien Secured Parties, all of the First Lien Debt other than the First Lien Debt Excess (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 (i) to receive payments in respect of any First Lien Debt other than the First Lien Debt Excess (the " ***Retained First Lien Obligations*** ") and (ii) to be indemnified or held harmless by Grantors in accordance with the terms thereof.

(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 (subject to the Second Lien Agent's consent to act as Agent , which it may withhold in its sole discretion) or such other Person as the Purchasing Parties shall designate, be designated as the successor "Agent" under the First Lien Documents; 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, interest with respect to the Retained First Lien Obligations shall continue to be paid in accordance with the terms of the First Lien Documents, the Retained First Lien Obligations shall continue to be secured by the Collateral, the Retained First Lien Obligations shall be repaid, subject to Section 7.3(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, Second Lien Agent and the other Second Lien Secured Parties 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 3.1 hereof, to immediately enforce any and all of its rights and remedies under the First Lien Documents and/or the Second Lien Documents.

7.3 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 therefor the full amount of all of the First Lien Debt (other than First Lien Debt Excess) 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 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) to the extent not constituting First Lien Debt Excess (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, (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 Second Lien 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 and (v) after the payment in full in cash of the

Second Lien Debt and the First Lien Debt purchased by the Purchasing Parties pursuant to this Section 7, including principal, interest and fees thereon and costs and expense of collection thereof (including reasonable attorneys' fees and legal expenses), the Purchasing Parties shall remit to First Lien Agent, for the benefit of the First Lien Lenders, in accordance with Section 6.1 hereof, any amounts received by the Purchasing Parties from the Grantors or the Collateral.

(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 Second Lien 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.

7.4 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 is duly authorized.

7.5 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 give Second Lien Agent five (5) Business Days prior written notice of its intention to commence a Lien Enforcement Action. In the event that during such five (5) Business Day period, Second Lien Agent shall send to First Lien Agent the irrevocable notice of the intention of the Second Lien Lenders to exercise the purchase option given by the First Lien Secured Parties to the Second Lien Lenders under this Section 7, 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 within five (5) Business Days thereafter and the First Lien Secured Parties shall have received final payment in full of the First Lien Debt as provided for herein within such five (5) Business Day period. Notwithstanding the foregoing, if an Exigent Circumstance exists, First Lien Agent will give Second Lien Agent notice as soon as practicable and in any event contemporaneously with the taking of such action. 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 8. RELIANCE; WAIVERS; REPRESENTATIONS; ETC.

8.1 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 on behalf of the 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.

8.2 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 each of 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. Neither Second Lien Agent nor any of the other Second Lien Secured Parties shall 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.

8.3 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.

8.4 Representations by Second Lien Secured Parties. Second Lien Agent, on behalf of 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 Second Lien Secured Parties, and (iii) does not contravene any law, any provision of any of the Second Lien Documents;

(b) the 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.

8.5 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.

8.6 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 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 9.4 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 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 9. MISCELLANEOUS

9.1 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.

9.2 Continuing Nature of this Intercreditor Agreement; Severabili ty. This Intercreditor Agreement shall continue to be effective until the Discharge of First Lien Debt (including, for the avoidance of doubt, any First Lien Debt Excess) 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 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 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.

9.3 When Discharge of First Lien Debt Deemed Not To Have Occurred . If substantially contemporaneously with the Discharge of First Lien Debt (including, for the avoidance of doubt, any First Lien Debt Excess), Borrowers refinance indebtedness outstanding under the First Lien Documents, then after written notice to 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), 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.

9.4 Amendments to First Lien Documents . First Lien Agent and any of the other First Lien Secured Parties may, at any time and from time to time, without the consent of, or notice to, Second Lien Agent or any other Second Lien Secured Party, 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) do any one or more of the following:

(a) 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; except , that , Second Lien Secured Parties shall not be deemed to consent to any amendment, modification or waiver to the First Lien Documents that would:

(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 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 level of the pricing grid set forth in the "Applicable Margins" or similar component of the interest rate under the First Lien Loan Agreement were in effect on the date hereof (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 the Second Lien Debt that would otherwise be permitted under the First Lien Documents as in effect on the date hereof,

(iii) contractually subordinate the Liens of the First Lien Secured Parties to any other debt of Grantors,

(iv) extend the stated maturity date of the First Lien Debt to a date beyond the stated maturity date of the Second Lien Debt under the Indenture (as in effect on the date hereof or as hereafter extended), or

(v) contravene the provisions of this Intercreditor Agreement,

(b) 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,

(c) 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 4.1, and

(d) 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.

9.5 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 "Applicable Percentage" or similar component of the interest rate under the Second Lien Documents in a manner that would result in the total yield on the Second Lien Debt to exceed by more than two (2%) percent the total yield on the 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 or any additional interest that is payable-in-kind),

(c) change to earlier dates any scheduled dates for payment of principal of or interest on Second Lien Debt,

(d) change any covenant, 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) change the prepayment provisions set forth in the Second Lien Documents to increase the amount of any required prepayment,

(f) add to the Collateral for the Second Lien Debt other than as specifically provided by this Intercreditor Agreement, or

(g) confer additional rights on the Second Lien Secured Parties that would be adverse to the First Lien Secured Parties.

9.6 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 their rights or obligations are directly affected.

9.7 Subrogation; Marshalling . Until the Discharge of First Lien Debt (other than the First Lien Debt Excess), 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 up to the amount of the Maximum Priority First Lien Debt 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 (other than the First Lien Debt Excess), 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 (other than the First Lien Debt Excess), 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.

9.8 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 9.9 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.

9.9 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:
Wells Fargo Bank, National Association
150 South Wacker Drive, Suite 2200
Chicago, Illinois 60606-4202
Attention: Portfolio Administrator - A.M.Castle
Telephone No.: 312-332-0420
Telecopy No.: 312-332-0424
E-Mail: brandi.whittington@wellsfargo.com

with copies to: Otterbourg, Steindler, Houston & Rosen, P.C.
230 Park Avenue
New York, New York 10169
Attention: Mitchell M. Brand, Esq.
Telephone: 212-661-9100
Facsimile: 212-682-6104
E-mail: mbrand@oshr.com

Second Lien Agent: U.S. Bank National Association
60 Livingston Avenue
Mail Code EP-MN-WS3C
St. Paul, Minnesota 55107-1419
Attention: Raymond S. Haverstock
Telephone: 651-495-3909
Facsimile No.: 651-495-8097
E-mail: Raymond.haverstock@usbank.com

with copies to: Dorsey & Whitney LLP
51 West 52 nd Street
New York, New York 10019-6119
Attention: Mark Jutsen
Telephone: 212-415-9335
Facsimile: 212-953-7201
E-mail: jutsen.mark@dorsey.com

9.10 Further Assurances .

(a) Each Agent agrees that it shall take such further action and shall execute and deliver to the other Agent such additional documents and instruments (in recordable form, if requested) as 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 other than the First Lien Debt Excess), First Lien Agent agrees to provide written notice thereof to Second Lien Agent, which notice shall also advise Second Lien Agent of the amount, if any, of any First Lien Debt Excess (" ***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 two (2) Business Days after the Discharge of First Lien Debt (other than the First Lien Debt Excess).

9.11 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.

9.12 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.

9.13 Specific Performance . First Lien Agent may demand specific performance of this Intercreditor Agreement. Second Lien Agent, for itself and on behalf of the 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.

9.14 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.

9.15 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.

9.16 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.

9.17 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.

9.18 No Second Lien Agent Duties or Waiver . The Second Lien Agent shall not have any 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 the Second Lien Agent is required to exercise as directed in writing by the applicable authorized representative; provided that the Second Lien Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Second Lien Agent to liability or that is contrary to any Second Lien Document, applicable law or court or administrative order;

(c) shall not, except as expressly set forth in this Agreement and in the Second Lien Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Grantor or any of their Subsidiaries or any of their respective affiliates that is communicated to or obtained by the Person serving as the Second Lien Agent or any of its affiliates in any capacity;

(d) shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the applicable authorized representative or (ii) in the absence of its own gross negligence or wilful misconduct or (iii) in reliance on an Officers' Certificate stating that such action is permitted by the terms of this Agreement;

(e) shall be deemed not to have knowledge of any Default or Event of Default under any First Lien Documents unless and until notice describing such Default or Event Default is given to the Second Lien Agent by the First Lien Agent or the Second Lien Lenders; and

(f) 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 Agreement or any First Lien Document, (ii) the contents of any certificate, report 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 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 the Second Lien Agent.

Nothing in this Agreement shall be construed to operate as a waiver by the Second Lien Agent, with respect to any First Lien Secured Parties, any Grantor, any Guarantor, the Trustee, or any other Second Lien Secured Parties, of the benefit of any exculpatory rights, privileges, immunities, indemnities, or reliance rights contained in the Indenture or any of the other Indenture Loan Documents. For all purposes of this Agreement, the Second Lien Agent may (i) rely in good faith, as to matters of fact, on any representation of fact believed by the Second Lien Agent to be true (without any duty of investigation) and that is contained in a written certificate of 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, 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 the Second Lien Agent are made solely in its capacity as Collateral Agent under the Indenture and Second Lien Documents to which it is a party with respect to the Second Lien Debt issued thereunder and are not made by the 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:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as First Lien Agent

By: /s/ Thomas Blackman
Name: Thomas Blackman
Title: Vice President

[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page to Intercreditor Agreement]

[SIGNATURES CONTINUED FROM PREVIOUS NEXT PAGE]

SECOND LIEN AGENT:

U.S. BANK NATIONAL ASSOCIATION,
as Second Lien Agent

By: /s/ Lynn Gosselin
Name: Lynn Gosselin
Title: Vice President

[Signature Page to Intercreditor Agreement]

ACKNOWLEDGMENT AND AGREEMENT

Each of the undersigned hereby acknowledges and agrees to the representations, terms and provisions of the annexed Intercreditor Agreement among Wells Fargo Bank, National Association, in its capacity as agent for the First Lien Secured Parties (in such capacity, the "First Lien Agent") and U.S. Bank National Association, in its capacity as agent for the Second Lien Secured Parties (in such capacity, "Second Lien Agent"). By its signature below, 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 bailee (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 Agreement, such a breach shall constitute a First Lien Event of Default and a Second Lien Event of Default and (iii) 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 Agreement.

[SIGNATURE PAGE FOLLOWS]

[Acknowledgment and Agreement to Intercreditor Agreement]

GRANTORS:

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President & Chief Financial Officer

TRANSTAR METALS CORP.
PARAMONT MACHINE COMPANY, LLC
TOTAL PLASTICS, INC.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President

ADVANCED FABRICATING TECHNOLOGY, LLC

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President & Treasurer

OLIVER STEEL PLATE CO.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Director & Treasurer

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TUBE SUPPLY, LLC

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Director & Treasurer

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

A.M. CASTLE & CO. (CANADA) INC.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President—Finance, CFO & Treasurer

TUBE SUPPLY CANADA ULC

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Director

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TRANSTAR INVENTORY CORP.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President

KEYSTONE TUBE COMPANY, LLC

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Treasurer

[Acknowledgment and Agreement to Intercreditor Agreement]

EXHIBIT 10.3

EXECUTION VERSION

$225,000,000

A. M. CASTLE & CO.

12.750% Senior Secured Notes due 2016

REGISTRATION RIGHTS AGREEMENT

December 15, 2011

JEFFERIES & COMPANY, INC.
520 Madison Avenue
New York, New York 10022

Ladies and Gentlemen:

A. M. Castle & Co., a Maryland corporation (the " Company "), is issuing and selling to Jefferies & Company, Inc., as initial purchaser (the " Initial Purchaser "), upon the terms set forth in the Purchase Agreement dated December 12, 2011 , by and among the Company, the Initial Purchaser and the subsidiary guarantors named therein (the " Purchase Agreement "), $225,000,000 aggregate principal amount of 12.750% Senior Secured Notes due 2016 issued by the Company, including the guarantees related thereto, (each, a " Note " and collectively, the " Notes ") . As an inducement to the Initial Purchaser to enter into the Purchase Agreement, the Company and the subsidiary guarantors listed in the signature pages hereto agree with the Initial Purchaser, for the benefit of the Holders (as defined below) of the Notes (including, without limitation, the Initial Purchaser), as follows:

1. **Definitions**

Capitalized terms that are used herein without definition and are defined in the Purchase Agreement shall have the respective meanings ascribed to them in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

Additional Interest : See Section 4(a).

Advice : See Section 6(w).

Agreement : This Registration Rights Agreement, dated as of the Closing Date, between the Company, the Subsidiary Guarantors and the Initial Purchaser.

Applicable Period : See Section 2(e).

Blackout Period : See Section 3(e).

Business Day : A day that is not a Saturday, a Sunday or a day on which banking institutions in the City of New York are authorized or required by law or executive order to be closed.

Closing Date : December 15, 2011.

Collateral Documents : Shall have the meaning set forth in the Indenture.

Company : See the introductory paragraph to this Agreement.

Day : Unless otherwise expressly provided, a calendar day.

Effectiveness Date : The 210 th day after the Closing Date.

Effectiveness Period : See Section 3(a).

Event Date : See Section 4(b).

Exchange Act : The Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

Exchange Notes : Senior Secured Notes due 2016 of the Company that have been registered pursuant to the Securities Act, identical in all material respects to the Notes, including the guarantees related thereto, except for provisions relating to series, restrictive legends and Additional Interest.

Exchange Offer : See Section 2(a).

Exchange Registration Statement : See Section 2(a).

Filing Date : The 120 th day after the Closing Date.

FINRA : Financial Industry Regulatory Authority, Inc.

Holder : Any registered holder of Registrable Securities.

Indemnified Party : See Section 8(c).

Indemnifying Party : See Section 8(c).

Indenture : The Indenture, dated as of the Closing Date, among the Company, the Subsidiary Guarantors, the Trustee and U.S. Bank National Association, as collateral agent, pursuant to which the Notes are being issued, as amended or supplemented from time to time in accordance with the terms thereof.

Initial Purchaser : See the introductory paragraph to this Agreement.

Initial Shelf Effectiveness Date : The 210th day after the Closing Date.

Initial Shelf Registration : See Section 3(a).

Inspectors : See Section 6(o).

Lien : Shall have the meaning set forth in the Indenture.

Losses : See Section 8(a).

Notes : See the introductory paragraph to this Agreement.

Participating Broker-Dealer : See Section 2(e).

Person : An individual, trustee, corporation, partnership, limited liability company, joint stock company, trust, unincorporated association, union, business association, firm, government or agency or political subdivision thereof, or other legal entity.

Private Exchange : See Section 2(f).

Private Exchange Notes : See Section 2(f).

Prospectus : The prospectus included in any Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

Purchase Agreement : See the introductory paragraph to this Agreement.

Records : See Section 6(o).

Registrable Securities : Notes and Private Exchange Notes; *provided, however,* that a Note or Private Exchange Note, as applicable, shall cease to be a Registrable Security upon the earliest to occur of the following:

(i) in the circumstances contemplated by Section 2(a), the Note has been exchanged by a Person other than a Participating Broker-Dealer for an Exchange Note in an Exchange Offer as contemplated in Section 2(a);

(ii) in the circumstances contemplated by Section 3, a Shelf Registration registering such Note or Private Exchange Note, as applicable, under the Securities Act has been declared or becomes effective and such Note or Private Exchange Note, as applicable, has been sold or otherwise transferred by the holder thereof pursuant to and in a manner contemplated by such effective Shelf Registration;

(iii) following the exchange by a Participating Broker-Dealer in the Exchange Offer of a Note for an Exchange Note, the date on which such Exchange Note is sold to a purchaser in accordance with applicable securities laws and the provisions of this Agreement;

(iv) such Note or Private Exchange Note, as applicable, is actually sold by the holder thereof pursuant to Rule 144 under circumstances in which any legend borne by such Note or Private Exchange Note, as applicable, relating to restrictions on transferability thereof, under the Securities Act or otherwise, is removed by the Company or pursuant to the Indenture; or

(v) such Note or Private Exchange Note, as applicable, shall cease to be outstanding.

Registrable Shelf Securities : See Section 3.

Registration Statement : Any registration statement of the Company and the Subsidiary Guarantors filed with the SEC under the Securities Act (including, but not limited to, the Exchange Registration Statement, the Initial Shelf Registration and any subsequent Shelf Registration) that covers any of the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

Rule 144 : Rule 144 promulgated under the Securities Act, as such Rule may be amended from time to time, or any similar rule (other than Rule 144A) or regulation hereafter adopted by the SEC providing for offers and sales of securities made in compliance therewith resulting in offers and sales by subsequent holders that are not affiliates of an issuer or such securities being free of the registration and prospectus delivery requirements of the Securities Act.

Rule 144A : Rule 144A promulgated under the Securities Act, as such Rule may be amended from time to time, or any similar rule (other than Rule 144) or regulation hereafter adopted by the SEC.

Rule 158 : Rule 158 promulgated under the Securities Act, as such Rule may be amended from time to time, or any similar or regulation hereafter adopted by the SEC.

Rule 415 : Rule 415 promulgated under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

Rule 430A : Rule 430A promulgated under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

SEC : The U.S. Securities and Exchange Commission.

Securities : The Notes, the Exchange Notes and the Private Exchange Notes.

Securities Act : The Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

Shelf Effectiveness Date : 90 days after receipt of the relevant Shelf Notice.

Shelf Notice : See Section 2(j).

Shelf Registration : See Section 3(b).

Subsequent Shelf Registration : See Section 3(b).

Subsidiary Guarantor : Each subsidiary of the Company that guarantees the obligations of the Company under the Notes and the Indenture.

TIA : The Trust Indenture Act of 1939, as amended.

Trustee : The trustee under the Indenture and, if existent, the trustee under any indenture governing the Exchange Notes and Private Exchange Notes (if any).

Underwritten Registration or Underwritten Offering : A registration in which securities of the Company are sold to an underwriter for reoffering to the public.

2. **Exchange Offer**

(a) Unless the Exchange Offer would not be permitted by applicable laws or a policy of the SEC, the Company shall (and shall cause each Subsidiary Guarantor to) (i) prepare and file with the SEC on or prior to the Filing Date, a registration statement (the " Exchange Registration Statement ") on an appropriate form under the Securities Act with respect to an offer (the " Exchange Offer ") to the Holders of Notes to issue and deliver to such Holders, in exchange for the Notes, a like principal amount of Exchange Notes, (ii) use its

commercially reasonable efforts to cause the Exchange Registration Statement to become effective on or prior to the Effectiveness Date, (iii) use its commercially reasonable efforts to keep the Exchange Registration Statement effective until the consummation of the Exchange Offer in accordance with its terms, and (iv) commence the Exchange Offer and use its commercially reasonable efforts to issue on or prior to 30 Business Days, or longer, if required by the federal securities laws, after the date on which the Exchange Registration Statement is declared effective, Exchange Notes in exchange for all Notes validly tendered prior thereto in the Exchange Offer. The Exchange Offer shall not be subject to any conditions, other than that the Exchange Offer does not violate applicable law or any applicable interpretation of the staff of the SEC.

(b) The Exchange Notes shall be issued under, and entitled to the benefits of, (i) the Indenture or a trust indenture that is identical to the Indenture (other than such changes as are necessary to comply with any requirements of the SEC to effect or maintain the qualifications thereof under the TIA) and (ii) the Collateral Documents.

(c) Interest on the Exchange Notes and Private Exchange Notes will accrue from the last interest payment due date on which interest was paid on the Notes surrendered in exchange therefor or, if no interest has been paid on the Notes, from the Closing Date. Each Exchange Note and Private Exchange Note shall bear interest at the rate set forth thereon; *provided* , that interest with respect to the period prior to the issuance thereof shall accrue at the rate or rates borne by the Notes from time to time during such period.

(d) The Company may require each Holder as a condition to participation in the Exchange Offer to represent (i) that any Exchange Notes received by it will be acquired in the ordinary course of its business, (ii) that at the time of the commencement and consummation of the Exchange Offer such Holder has not entered into any arrangement or understanding with any Person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Notes in violation of the provisions of the Securities Act, (iii) that if such Holder is an "affiliate" of the Company within the meaning of Rule 405 of the Securities Act, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable to it, (iv) if such Holder is not a broker-dealer, that it is not engaged in, and does not intend to engage in, the distribution of the Notes and (v) if such Holder is a Participating Broker-Dealer, that it will deliver a Prospectus in connection with any resale of the Exchange Notes.

(e) The Company shall (and shall cause each Subsidiary Guarantor to) include within the Prospectus contained in the Exchange Registration Statement a section entitled "Plan of Distribution" reasonably acceptable to the Initial Purchaser which shall contain a summary statement of the positions taken or policies made by the staff of the SEC with respect to the potential "underwriter" status of any broker-dealer that is the beneficial owner (as defined in Rule 13d-3 under the Exchange Act) of Exchange Notes received by such broker-dealer in the Exchange Offer for its own account in exchange for Notes that were acquired by it as a result of market-making or other trading activity (a " Participating Broker-Dealer "). Such "Plan of Distribution" section shall also allow, to the extent permitted by applicable policies and regulations of the SEC, the use of the Prospectus by all Persons subject to the prospectus delivery requirements of the Securities Act in connection with a resale of the Exchange Notes, including, to the extent so permitted, all Participating Broker-Dealers, and include a statement describing the manner in which Participating Broker-Dealers may resell the Exchange Notes. The Company shall use its commercially reasonable efforts to keep the Exchange Registration Statement effective and to amend and supplement the Prospectus contained therein, in order to permit such Prospectus to be lawfully delivered by all Persons

subject to the prospectus delivery requirements of the Securities Act for such period of time as such Persons must comply with such requirements in order to resell the Exchange Notes (the " Applicable Period ").

(f) If, upon consummation of the Exchange Offer, the Initial Purchaser holds any Notes acquired by it and having the status of an unsold allotment in the initial distribution, the Company (upon the written request from the Initial Purchaser) shall, simultaneously with the delivery of the Exchange Notes in the Exchange Offer, issue and deliver to the Initial Purchaser, in exchange (the " Private Exchange ") for the Notes held by the Initial Purchaser, a like principal amount of Senior Secured Notes, including the guarantees related thereto, that are identical to the Exchange Notes except for the existence of restrictions on transfer thereof under the Securities Act and securities laws of the several states of the United States (the " Private Exchange Notes ") (and which are issued pursuant to the same indenture as the Exchange Notes). The Private Exchange Notes shall bear the same CUSIP number as the Exchange Notes.

(g) In connection with the Exchange Offer, the Company shall (and shall cause each Subsidiary Guarantor to):

(i) mail to each Holder a copy of the Prospectus forming part of the Exchange Registration Statement, together with an appropriate letter of transmittal that is an exhibit to the Exchange Registration Statement, and any related documents;

(ii) keep the Exchange Offer open for not less than 20 Business Days after the date of commencement thereof (or longer if required by applicable law)

(iii) utilize the services of a depository for the Exchange Offer with an address in the Borough of Manhattan, the City of New York, which may be the Trustee or an affiliate thereof;

(iv) permit Holders to withdraw tendered Registrable Securities at any time prior to the close of business, New York City time, on the last Business Day on which the Exchange Offer shall remain open; and

(v) otherwise comply in all material respects with all applicable laws.

(h) As soon as practicable after the close of the Exchange Offer or the Private Exchange, as the case may be, the Company shall (and shall cause each Subsidiary Guarantor to):

(i) accept for exchange all Registrable Securities validly tendered pursuant to the Exchange Offer or the Private Exchange, as the case may be, and not validly withdrawn;

(ii) deliver to the Trustee for cancellation all Registrable Securities so accepted for exchange; and

(iii) cause the Trustee to authenticate and deliver promptly to each Holder tendering such Registrable Securities, Exchange Notes or Private Exchange Notes, as the case may be, equal in principal amount to the Notes of such Holder so accepted for exchange.

(i) The Exchange Notes and the Private Exchange Notes may be issued under (i) the Indenture or (ii) an indenture identical to the Indenture (other than such changes as are necessary to comply with any requirements of the SEC to effect or maintain the qualification thereof under the TIA), which in either event will provide that the Exchange Notes will not be subject to the transfer restrictions set forth in the Indenture, that the Private Exchange Notes will be subject to the transfer restrictions set forth in the Indenture, and that the Exchange Notes, the Private Exchange Notes and the Notes, if any, will be deemed one class of security (subject to the provisions of the Indenture) and entitled to participate in all the security granted by the Company pursuant to the Collateral Documents and in any Subsidiary Guarantee (as such terms are defined in the Indenture) on an equal and ratable basis.

(j) If: (i) prior to the consummation of the Exchange Offer, the Holders of a majority in aggregate principal amount of Registrable Securities, determines in its or their reasonable judgment that (A) upon the advice of counsel, the Exchange Notes and related guarantees would not, upon receipt, be tradeable by the Holders thereof without restriction under the Securities Act and the Exchange Act and without material restrictions under applicable Blue Sky or state securities laws, or (B) the interests of the Holders under this Agreement, taken as a whole, would be materially adversely affected by the consummation of the Exchange Offer; (ii) applicable law or applicable interpretations of the staff of the SEC would not permit the consummation of the Exchange Offer prior to the Effectiveness Date; (iii) subsequent to the consummation of the Private Exchange, any Holder of Private Exchange Notes so requests; (iv) the Exchange Offer is not consummated within 240 days of the Closing Date for any reason; or (v) in the case of (A) any Holder not permitted by applicable law or SEC policy to participate in the Exchange Offer, (B) any Holder participating in the Exchange Offer that receives Exchange Notes that may not be sold without restriction under state or federal securities laws (other than due solely to the status of such Holder as an affiliate of the Company within the meaning of the Securities Act) or (C) any broker-dealer that holds Notes acquired directly from the Company or any of its affiliates and, in each such case contemplated by this clause (v), such Holder notifies the Company within 60 days of consummation of the Exchange Offer, then the Company and the Subsidiary Guarantors shall promptly (and in any event within five Business Days) deliver to the Holders (or in the case of an occurrence of any event described in clause (v) of this Section 2(i), to any such Holder) and the Trustee notice thereof (the " Shelf Notice ") and shall as promptly as practicable thereafter file an Initial Shelf Registration pursuant to Section 3.

3. **Shelf Registration**

If a Shelf Notice is delivered pursuant to Section 2(j) prior to consummation of the Exchange Offer, then this Section 3 shall apply to all Registrable Securities. Otherwise, upon consummation of the Exchange Offer in accordance with Section 2, the provisions of Section 3 shall apply solely with respect to (i) Notes held by any Holder thereof not permitted by applicable law or SEC policy to participate in the Exchange Offer, (ii) Notes held by any broker-dealer that acquired such Notes directly from the Company or any of its affiliates and (iii) Exchange Notes that are not freely tradeable as contemplated by Section 2(j)(v) hereof, provided in each case that the relevant Holder has duly notified the Company within 60 days of consummation of the Exchange Offer as required by Section 2(j)(v). The Notes entitled to the benefits of this Section 3 are referred to as the "Registrable Shelf Securities."

(a) Initial Shelf Registration . The Company shall (and shall cause each Subsidiary Guarantor to), within the timeframes specified in this Section 3(a), file with the SEC a Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415 covering all of the Registrable Shelf Securities (the " Initial Shelf Registration "). If the Company (and

any Subsidiary Guarantor) has not yet filed an Exchange Registration Statement, the Company shall (and shall cause each Subsidiary Guarantor to) file with the SEC the Initial Shelf Registration on or prior to the Filing Date and shall use its commercially reasonable efforts to cause such Initial Shelf Registration to be declared effective under the Securities Act on or prior to the Initial Shelf Effectiveness Date. Otherwise, the Company shall (and shall cause each Subsidiary Guarantor to) use its commercially reasonable efforts to file with the SEC the Initial Shelf Registration within 30 days of the delivery of the Shelf Notice and shall use its commercially reasonable efforts to cause such Shelf Registration to be declared effective under the Securities Act on or prior to the Shelf Effectiveness Date. The Initial Shelf Registration shall be on Form S-1 or another appropriate form permitting registration of such Registrable Shelf Securities for resale by Holders in the manner or manners reasonably designated by them (including, without limitation, one or more Underwritten Offerings). The Company and Subsidiary Guarantors shall not permit any securities other than the Registrable Shelf Securities to be included in any Shelf Registration. The Company shall (and shall cause each Subsidiary Guarantor to) use its commercially reasonable efforts to keep the Initial Shelf Registration continuously effective under the Securities Act until the date which is two years from the Closing Date (subject to extension pursuant to the last paragraph of Section 6(w) (the " Effectiveness Period "), or such shorter period ending when (i) all Registrable Shelf Securities covered by the Initial Shelf Registration have been sold in the manner set forth and as contemplated in the Initial Shelf Registration (ii) a Subsequent Shelf Registration covering all of the Registrable Shelf Securities covered by and not sold under the Initial Shelf Registration or an earlier Subsequent Shelf Registration has been declared effective under the Securities Act or (iii) there ceases to be any outstanding Registrable Shelf Securities.

(b) Subsequent Shelf Registrations . If the Initial Shelf Registration or any Subsequent Shelf Registration (as defined below) ceases to be effective for any reason at any time during the Effectiveness Period (other than because of the sale of all of the securities registered thereunder), the Company shall (and shall cause each Subsidiary Guarantor to) use its commercially reasonable efforts to obtain the prompt withdrawal of any order suspending the effectiveness thereof, and in any event shall within 30 days of such cessation of effectiveness amend such Shelf Registration in a manner to obtain the withdrawal of the order suspending the effectiveness thereof, or file (and cause each Subsidiary Guarantor to file) an additional "shelf" Registration Statement pursuant to Rule 415 covering all of the Registrable Shelf Securities (a " Subsequent Shelf Registration "). If a Subsequent Shelf Registration is filed, the Company shall (and shall cause each Subsidiary Guarantor to) use its commercially reasonable efforts to cause the Subsequent Shelf Registration to be declared effective as soon as practicable after such filing and to keep such Subsequent Shelf Registration continuously effective for a period equal to the number of days in the Effectiveness Period less the aggregate number of days during which the Initial Shelf Registration or any Subsequent Shelf Registration was previously continuously effective. As used herein the term "Shelf Registration" means the Initial Shelf Registration and any Subsequent Shelf Registrations

(c) Supplements and Amendments . The Company shall promptly supplement and amend any Shelf Registration if required by the rules, regulations or instructions applicable to the registration form used for such Shelf Registration, if required by the Securities Act, or if reasonably requested in writing by the Holders of a majority in aggregate principal amount of the Registrable Shelf Securities covered by such Shelf Registration or by any underwriter of such Registrable Shelf Securities.

(d) Provision of Information. No Holder of Registrable Shelf Securities shall be entitled to include any of its Registrable Shelf Securities in any Shelf Registration pursuant to this Agreement unless such Holder furnishes to the Company and the Trustee in writing, within 20 days after receipt of a written request therefor, such information as the Company and the Trustee after conferring with counsel with regard to information relating to Holders that would be required by the SEC to be included in such Shelf Registration or Prospectus included therein, may reasonably request for inclusion in any Shelf Registration or Prospectus included therein, and no such Holder shall be entitled to Additional Interest pursuant to Section 4 hereof unless and until such Holder shall have provided such information.

(e) Blackout Periods . Notwithstanding anything to the contrary contained in this Agreement, upon notice to Holders, the Company may suspend use of the prospectus included in any Shelf Registration for a period of time (a " Blackout Period ") in the event that the Company reasonably determines in good faith that (1) the disclosure of an event, occurrence or other item at such time could reasonably be expected to have a material effect on the business, operations or prospects of the Company and the Subsidiary Guarantors, taken as a whole, or (2) the disclosure otherwise relates to a material business transaction which has not been publicly disclosed and that any such disclosure would jeopardize the success of the transaction. The Blackout Periods in any 12-month period commencing on the Closing Date may not exceed 75 days in the aggregate or 45 days consecutively.

4. **Additional Interest**

(a) The Company and each Subsidiary Guarantor acknowledges and agrees that the Holders of Registrable Securities will suffer damages if the Company or any Subsidiary Guarantor fails to fulfill its material obligations under Section 2 or Section 3 hereof and that it would not be feasible to ascertain the extent of such damages with precision. Accordingly, the Company and the Subsidiary Guarantors agree to pay additional cash interest on the Notes (" Additional Interest ") under the circumstances and to the extent set forth below (each of which shall be given independent effect):

(i) if the Exchange Registration Statement has not been filed on or prior to the Filing Date, Additional Interest shall accrue on the Notes over and above any stated interest at a rate of 0.25% per annum of the principal amount of such Notes for the first 90 days immediately following the Filing Date, such Additional Interest rate increasing by an additional 0.25% per annum at the beginning of each subsequent 90-day period;

(ii) if (A) the Exchange Registration Statement has not been declared effective on or prior to the Effectiveness Date or (B) the Initial Shelf Registration or Shelf Registration, as the case may be, has not been declared effective on or prior to the Initial Shelf Effectiveness Date or the Shelf Effectiveness Date, as the case may be, Additional Interest shall accrue on the Notes over and above any stated interest at a rate of 0.25% per annum of the principal amount of such Notes for the first 90 days immediately following the Effectiveness Date, the Initial Shelf Effectiveness Date or the Shelf Effectiveness Date, as the case may be, such Additional Interest rate increasing by an additional 0.25% per annum at the beginning of each subsequent 90-day period;

(iii) if (A) the Company (and any Subsidiary Guarantor) has not exchanged Exchange Notes for all Notes validly tendered in accordance with the terms of the Exchange Offer on or prior to the 30 Business Days after the Effectiveness Date, (B) the

Exchange Registration Statement ceases to be effective at any time prior to the time that the Exchange Offer is consummated, (C) if applicable, a Shelf Registration has been declared effective and such Shelf Registration ceases to be effective at any time prior to the end of the Effectiveness Period (other than such time as all Notes have been disposed of thereunder or a valid notice to suspend use of the prospectus is issued pursuant to Section 3(e)) and is not declared effective again within 30 days, or (D) pending the announcement of a material corporate transaction, the Company issues a written notice pursuant to Section 6(e)(v) or (vi) that a Shelf Registration Statement or Exchange Registration Statement is unusable and the aggregate number of days in any 365-day period for which all such notices issued or required to be issued, have been, or were required to be, in effect exceeds 75 days in the aggregate or 45 days consecutively, in the case of a Shelf Registration statement, or 30 days in the aggregate in the case of an Exchange Registration Statement, then Additional Interest shall accrue on the Notes, over and above any stated interest, at a rate of 0.25% per annum of the principal amount of such Notes commencing on (w) the 31st Business Day after the Effectiveness Date, in the case of (A) above, or (x) the date the Exchange Registration Statement ceases to be effective without being declared effective again within 30 days, in the case of clause (B) above, or (y) the day such Shelf Registration ceases to be effective in the case of (C) above, or (z) the 31st day in any 12-month period that the Exchange Registration Statement, or the 46th consecutive day or the 76th day in any 12-month period that the Shelf Registration Statement, ceases to be usable in case of clause (D) above, such Additional Interest rate increasing by an additional 0.25% per annum at the beginning of each such subsequent 90-day period;

provided, however , that the maximum Additional Interest rate on the Notes may not exceed at any one time in the aggregate 1.00% per annum; and *provided further* , that (1) upon the filing of the Exchange Registration Statement or Initial Shelf Registration (in the case of (i) above), (2) upon the effectiveness of the Exchange Registration Statement or Initial Shelf Registration (in the case of (ii) above), or (3) upon the exchange of Exchange Notes for all Notes tendered (in the case of (iii)(A) above), or upon the effectiveness of the Exchange Registration Statement that had ceased to remain effective (in the case of clause (iii)(B) above), or upon the effectiveness of a Shelf Registration which had ceased to remain effective (in the case of (iii)(C) above), Additional Interest on the Notes as a result of such clause (or the relevant subclause thereof) or upon the effectiveness of such Registration Statement or Exchange Registration Statement (in the case of clause (iii)(D) above), as the case may be, shall cease to accrue. Notwithstanding the foregoing, (x) the amount of Additional Interest payable shall not increase because more than one Registration Default has occurred and is pending, and (y) Additional Interest shall be payable for Registration Defaults related to a failure of the Company to cause a Shelf Registration Statement to be declared effective only to Holders of Shelf Notes. Additional Interest pursuant to this Section 4 constitutes liquidated damages with respect to a Registration Default and shall be the exclusive monetary remedy available to the Holders with respect to a Registration Default.

(b) The Company shall notify the Trustee within three Business Days after each and every date on which an event occurs in respect of which Additional Interest is required to be paid (an " Event Date "). Any amounts of Additional Interest due pursuant to clause (a)(i), (a)(ii) or (a)(iii) of this Section 4 will be payable in cash, on the dates and in the manner provided in the Indenture and whether or not any cash interest would then be payable on such date, commencing with the first such semi-annual date occurring after any such Additional Interest commences to accrue. The amount of Additional Interest will be determined by

multiplying the applicable Additional Interest rate by the principal amount of the Notes, multiplied by a fraction, the numerator of which is the number of days such Additional Interest rate was applicable during such period (determined on the basis of a 360-day year comprised of twelve 30-day months and, in the case of a partial month, the actual number of days elapsed), and the denominator of which is 360.

5. **Hold-Back Agreements**

The Company agrees that it will not effect any public or private sale or distribution (including a sale pursuant to Regulation D under the Securities Act) of any securities the same as or similar to those covered by a Registration Statement filed pursuant to Section 2 or 3 hereof , or any securities convertible into or exchangeable or exercisable for such securities, during the 10 days prior to, and during the 90-day period beginning on, the effective date of any Registration Statement filed pursuant to Sections 2 and 3 hereof unless the Holders of a majority in the aggregate principal amount of the Registrable Securities to be included in such Registration Statement consent, if the managing underwriter thereof so requests in writing.

6. **Registration Procedures**

In connection with the filing of any Registration Statement pursuant to Sections 2 or 3 hereof, the Company shall (and shall cause each Subsidiary Guarantor to) effect such registrations to permit the sale of such securities covered thereby in accordance with the intended method or methods of disposition thereof, and pursuant thereto and in connection with any Registration Statement filed by the Company hereunder, the Company shall (and shall cause each Subsidiary Guarantor to):

(a) Prepare and file with the SEC on or prior to the Filing Date, the Exchange Registration Statement or if the Exchange Registration Statement is not filed because of the circumstances contemplated by Section 2(j), a Shelf Registration as prescribed by Section 3, and use its commercially reasonable efforts to cause each such Registration Statement to become effective and remain effective as provided herein; *provided* that, if (1) a Shelf Registration is filed pursuant to Section 3 or (2) a Prospectus contained in an Exchange Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period relating thereto, before filing any Registration Statement or Prospectus or any amendments or supplements thereto the Company shall (and shall cause each Subsidiary Guarantor to), if requested, furnish to and afford the Holders of the Registrable Securities to be registered pursuant to such Shelf Registration Statement, each Participating Broker-Dealer, the managing underwriters, if any, and each of their respective counsel, a reasonable opportunity to review copies of all such documents (including copies of any documents to be incorporated by reference therein and all exhibits thereto) proposed to be filed (in each case at least five Business Days prior to such filing). The Company and each Subsidiary Guarantor shall not file any such Registration Statement or Prospectus or any amendments or supplements thereto in respect of which the Holders must provide information for the inclusion therein without the Holders being afforded an opportunity to review such documentation if the holders of a majority in aggregate principal amount of the Registrable Securities covered by such Registration Statement, or any such Participating Broker-Dealer, as the case may be, the managing underwriters, if any, or any of their respective counsel shall reasonably object in writing on a timely basis. A Holder shall be deemed to have reasonably objected to such filing if such Registration Statement, amendment, Prospectus or supplement, as applicable, as proposed to be filed, contains an untrue statement of a material fact or omits to state any material fact necessary to make the statements therein not misleading or fails to comply with the applicable requirements of the Securities Act.

(b) Provide an indenture trustee for the Registrable Securities, the Exchange Notes or the Private Exchange Notes, as the case may be, and cause the Indenture (or other indenture relating to the Registrable Securities) to be qualified under the TIA not later than the effective date of the first Registration Statement; and in connection therewith, to effect such changes to such indenture as may be required for such indenture to be so qualified in accordance with the terms of the TIA; and execute, and use its commercially reasonable efforts to cause such Trustee to execute, all documents as may be required to effect such changes, and all other forms and documents required to be filed with the SEC to enable such indenture to be so qualified in a timely manner.

(c) Prepare and file with the SEC such pre-effective amendments and post-effective amendments to each Shelf Registration or Exchange Registration Statement, as the case may be, as may be necessary to keep such Registration Statement continuously effective for the Effectiveness Period or the Applicable Period, as the case may be; cause the related Prospectus to be supplemented by any Prospectus supplement required by applicable law, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) promulgated under the Securities Act; and comply with the provisions of the Securities Act and the Exchange Act applicable to them with respect to the disposition of all securities covered by such Registration Statement as so amended or in such Prospectus as so supplemented and with respect to the subsequent resale of any securities being sold by a Participating Broker-Dealer covered by any such Prospectus. The Company and each Subsidiary Guarantor shall not, during the Applicable Period, voluntarily take any action that would result in selling Holders of the Registrable Securities covered by a Registration Statement or Participating Broker-Dealers seeking to sell Exchange Notes not being able to sell such Registrable Securities or such Exchange Notes during that period, unless such action is required by applicable law, rule or regulation or permitted by this Agreement.

(d) Furnish to such selling Holders and Participating Broker-Dealers who so request in writing (i) upon the Company's receipt, a copy of the order of the SEC declaring such Registration Statement and any post effective amendment thereto effective, (ii) such reasonable number of copies of such Registration Statement and of each amendment and supplement thereto (in each case including any documents incorporated therein by reference and all exhibits) and (iii) such reasonable number of copies of the Prospectus included in such Registration Statement (including each preliminary Prospectus) and each amendment and supplement thereto, and such reasonable number of copies of the final Prospectus as filed by the Company and each Subsidiary Guarantor pursuant to Rule 424(b) under the Securities Act, in conformity with the requirements of the Securities Act and each amendment and supplement thereto. The Company and the Subsidiary Guarantors hereby consent to the use of the Prospectus by each of the selling Holders of Registrable Securities or each such Participating Broker-Dealer, as the case may be, and the underwriters or agents, if any, and dealers, if any, in connection with the offering and sale of the Registrable Securities covered by, or the sale by Participating Broker-Dealers of the Exchange Notes pursuant to, such Prospectus and any amendment or supplement thereto.

(e) If (1) a Shelf Registration is filed pursuant to Section 3, or (2) a Prospectus contained in an Exchange Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period relating thereto, the Company shall notify in writing the selling Holders of Registrable Securities, or each such Participating Broker-Dealer, as the case may be, the managing underwriters, if any, and each of their respective counsel promptly (but in any event within two Business Days) (i) when a Prospectus or any Prospectus supplement or post-effective amendment has been filed, and, with respect to a

Registration Statement or any post-effective amendment, when the same has become effective (including in such notice a written statement that any Holder may, upon request, obtain, without charge, one conformed copy of such Registration Statement or post-effective amendment including financial statements and schedules, documents incorporated or deemed to be incorporated by reference and exhibits), (ii) of the issuance by the SEC of any stop order suspending the effectiveness of a Registration Statement or of any order preventing or suspending the use of any Prospectus or the initiation of any proceedings for that purpose, (iii) if at any time when a Prospectus is required by the Securities Act to be delivered in connection with sales of the Registrable Securities the representations and warranties of the Company and any Subsidiary Guarantor contained in any agreement (including any underwriting agreement) contemplated by Section 6(n) hereof cease to be true and correct, (iv) of the receipt by the Company or any Subsidiary Guarantor of any notification with respect to the suspension of the qualification or exemption from qualification of a Registration Statement or any of the Registrable Securities or the Exchange Notes to be sold by any Participating Broker-Dealer for offer or sale in any jurisdiction, or the initiation or threatening of any proceeding for such purpose, (v) of the happening of any event, the existence of any condition or any information becoming known that makes any statement made in such Registration Statement or related Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires the making of any changes in, or amendments or supplements to, such Registration Statement, Prospectus or documents so that, in the case of the Registration Statement and the Prospectus, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (vi) of any reasonable determination by the Company or any Subsidiary Guarantor that a post-effective amendment to a Registration Statement would be appropriate and (vii) of any request by the SEC for amendments to the Registration Statement or supplements to the Prospectus or for additional information relating thereto.

(f) Use its commercially reasonable efforts to prevent the issuance of any order suspending the effectiveness of a Registration Statement or of any order preventing or suspending the use of a Prospectus or suspending the qualification (or exemption from qualification) of any of the Registrable Securities or the Exchange Notes to be sold by any Participating Broker-Dealer, for sale in any jurisdiction, and, if any such order is issued, to use its commercially reasonable efforts to obtain the withdrawal of any such order at the earliest possible date.

(g) If (A) a Shelf Registration is filed pursuant to Section 3, (B) a Prospectus contained in an Exchange Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period or (C) reasonably requested in writing by the managing underwriters, if any, or the Holders of a majority in aggregate principal amount of the Registrable Securities being sold in connection with an Underwritten Offering, other than during a Blackout Period (i) promptly incorporate in a Prospectus supplement or post-effective amendment such information or revisions to information therein relating to such underwriters or selling Holders as the managing underwriters, if any, or such Holders or any of their respective counsel reasonably request in writing to be included or made therein and (ii) make all required filings of such Prospectus supplement or such post-effective amendment as soon as practicable after the Company has received notification of the matters to be incorporated in such Prospectus supplements or post-effective amendment.

(h) Prior to any public offering of Registrable Securities or any delivery of a Prospectus contained in the Exchange Registration Statement by any Participating Broker-Dealer who

seeks to sell Exchange Notes during the Applicable Period, use its commercially reasonable efforts to register or qualify, and to cooperate with the selling Holders of Registrable Securities or each such Participating Broker-Dealer, as the case may be, the underwriters, if any, and their respective counsel in connection with the registration or qualification (or exemption from such registration or qualification) of such Registrable Securities or Exchange Notes, as the case may be, for offer and sale under the securities or Blue Sky laws of such jurisdictions within the United States as any selling Holder, Participating Broker-Dealer or any managing underwriter or underwriters, if any, reasonably request in writing; *provided* , that where Exchange Notes held by Participating Broker-Dealers or Registrable Securities are offered other than through an Underwritten Offering, the Company and each Subsidiary Guarantor agree to cause its counsel to perform Blue Sky investigations and file any registrations and qualifications required to be filed pursuant to this Section 6(h), keep each such registration or qualification (or exemption therefrom) effective during the period such Registration Statement is required to be kept effective and do any and all other acts or things reasonably necessary or advisable to enable the disposition in such jurisdictions of the Exchange Notes held by Participating Broker-Dealers or the Registrable Securities covered by the applicable Registration Statement; *provided* that neither the Company nor any Subsidiary Guarantor shall be required to (A) qualify generally to do business in any jurisdiction where it is not then so qualified, (B) take any action that would subject it to general service of process in any such jurisdiction where it is not then so subject or (C) subject itself to taxation in any such jurisdiction where it is not then so subject.

(i) If (A) a Shelf Registration is filed pursuant to Section 3 or (B) a Prospectus contained in an Exchange Registration Statement filed pursuant to Section 2 is requested to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period, cooperate with the selling Holders of Registrable Securities and the managing underwriter or underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold, which certificates shall not bear any restrictive legends and shall be in a form eligible for deposit with The Depository Trust Company, and enable such Registrable Securities to be in such denominations and registered in such names as the managing underwriter or underwriters, if any, or Holders may reasonably request.

(j) Use its commercially reasonable efforts to cause the Registrable Securities covered by any Registration Statement to be registered with or approved by such governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriter, if any, to consummate the disposition of such Registrable Securities, except as may be required solely as a consequence of the nature of such selling Holder's business, in which case the Company shall (and shall cause each Subsidiary Guarantor to) cooperate in all reasonable respects with the filing of such Registration Statement and the granting of such approvals; provided that neither the Company nor any existing Subsidiary Guarantor shall be required to (A) qualify generally to do business in any jurisdiction where it is not then so qualified, (B) take any action that would subject it to general service of process in any jurisdiction where it is not then so subject or (C) subject itself to taxation in any such jurisdiction where it is not then so subject.

(k) If (1) a Shelf Registration is filed pursuant to Section 3, or (2) a Prospectus contained in an Exchange Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period, upon the occurrence of any event contemplated by paragraph 6(e)(v) or 6(e)(vi) hereof (other than during a Blackout Period), as promptly as practicable, prepare and file with the SEC, at the expense of the Company and the Subsidiary

Guarantors , a supplement or post-effective amendment to the Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities being sold thereunder or to the purchasers of the Exchange Notes to whom such Prospectus will be delivered by a Participating Broker-Dealer, such Prospectus will not contain an 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 light of the circumstances under which they were made, not misleading, and, if SEC review is required, use its commercially reasonable efforts to cause such post-effective amendment to be declared effective as soon as possible.

(l) Use its commercially reasonable efforts to cause the Registrable Securities covered by a Registration Statement to be rated with such appropriate rating agencies, if so requested in writing by the Holders of a majority in aggregate principal amount of the Registrable Securities covered by such Registration Statement or the managing underwriter or underwriters, if any.

(m) Prior to the initial issuance of the Exchange Notes, (i) provide the Trustee with one or more certificates for the Registrable Securities in a form eligible for deposit with The Depository Trust Company and (ii) provide a CUSIP number for the Exchange Notes.

(n) If a Shelf Registration is filed pursuant to Section 3, enter into such agreements (including an underwriting agreement in form, scope and substance as is customary in Underwritten Offerings of debt securities similar to the Notes, as may be appropriate in the circumstances) and take all such other actions in connection therewith (including those reasonably requested in writing by the managing underwriters, if any, or the Holders of a majority in aggregate principal amount of the Registrable Securities being sold) in order to expedite or facilitate the registration or the disposition of such Registrable Securities, and in such connection, whether or not an underwriting agreement is entered into and whether or not the registration is an Underwritten Registration, (i) make such representations and warranties to the Holders and the underwriters, if any, with respect to the business of the Company and its subsidiaries as then conducted, and the Registration Statement, Prospectus and documents, if any, incorporated or deemed to be incorporated by reference therein, in each case, in form, substance and scope as are customarily made by issuers to underwriters in Underwritten Offerings of debt securities similar to the Notes, as may be appropriate in the circumstances, and confirm the same if and when reasonably required; (ii) obtain an opinion of counsel to the Company and the Subsidiary Guarantors and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the managing underwriters, if any, and the Holders of a majority in aggregate principal amount of the Registrable Securities being sold), addressed to each selling Holder and each of the underwriters, if any, covering the matters customarily covered in opinions of counsel to the Company and the Subsidiary Guarantors requested in Underwritten Offerings of debt securities similar to the Notes, as may be appropriate in the circumstances; (iii) obtain “cold comfort” letters and updates thereof (which letters and updates (in form, scope and substance) shall be reasonably satisfactory to the managing underwriters) from the independent certified public accountants of the Company and the Subsidiary Guarantors (and, if necessary, any other independent certified public accountants of any subsidiary of the Company or of any business acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement), addressed to each of the underwriters, such letters to be in customary form and covering matters of the type customarily covered in “cold comfort” letters in connection with Underwritten Offerings of debt securities similar to the Notes, as may be appropriate in the

circumstances, and such other matters as reasonably requested in writing by the underwriters; and (iv) deliver such documents and certificates as may be reasonably requested in writing by the Holders of a majority in aggregate principal amount of the Registrable Securities being sold and the managing underwriters, if any, to evidence the continued validity of the representations and warranties of the Company and its subsidiaries made pursuant to clause (i) above and to evidence compliance with any conditions contained in the underwriting agreement or other similar agreement entered into by the Company or any Subsidiary Guarantor.

(o) If (1) a Shelf Registration is filed pursuant to Section 3, or (2) a Prospectus contained in an Exchange Registration Statement filed pursuant to Section 2 is required to be delivered under the Securities Act by any Participating Broker-Dealer who seeks to sell Exchange Notes during the Applicable Period, make available for inspection by any selling Holder of such Registrable Securities being sold, or each such Participating Broker-Dealer, as the case may be, any underwriter participating in any such disposition of Registrable Securities, if any, and any attorney, accountant or other agent retained by any such selling Holder or each such Participating Broker-Dealer, as the case may be, or underwriter (collectively, the " Inspectors "), at the offices where normally kept, during reasonable business hours, all financial and other records and pertinent corporate documents of the Company and its subsidiaries (collectively, the " Records ") as shall be reasonably necessary to enable them to exercise any applicable due diligence responsibilities, and cause the officers, directors and employees of the Company and its subsidiaries to supply all information reasonably requested in writing by any such Inspector in connection with such Registration Statement; *provided* , that the foregoing inspection and information gathering on behalf of the Holders shall be coordinated by one counsel designated by and on behalf of the Holders. Each Inspector shall agree in writing that it will keep the Records confidential and not disclose any of the Records or use any of the Records in contravention of applicable securities laws unless (i) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in such Registration Statement, (ii) the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, (iii) the information in such Records is public or has been made generally available to the public other than as a result of a disclosure or failure to safeguard by such Inspector or (iv) disclosure of such information is, in the reasonable written opinion of counsel for any Inspector, necessary or advisable in connection with any action, claim, suit or proceeding, directly or indirectly, involving or potentially involving such Inspector and arising out of, based upon, related to, or involving this Agreement, or any transaction contemplated hereby or arising hereunder. Each selling Holder of such Registrable Securities and each such Participating Broker-Dealer will be required to agree that information obtained by it as a result of such inspections shall be deemed confidential and shall not be used by it as the basis for any market transactions in the securities of the Company unless and until such information is made generally available to the public. Each Inspector, each selling Holder of such Registrable Securities and each such Participating Broker-Dealer will be required to further agree that it will, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, give notice to the Company and, to the extent practicable, use its commercially reasonable efforts to allow the Company, at its expense, to undertake appropriate action to prevent disclosure of the Records deemed confidential at its expense.

(p) Comply with all applicable rules and regulations of the SEC and make generally available to the security holders of the Company with regard to any applicable Registration Statement earning statements satisfying the provisions of section 11(a) of the Securities Act and Rule 158 thereunder (or any similar rule promulgated under the Securities Act) no later than 45 days after the end of any 12-month period (or 90 days after the end of any 12-month period

if such period is a fiscal year) (i) commencing at the end of any fiscal quarter in which Registrable Securities are sold to underwriters in a firm commitment or best efforts Underwritten Offering and (ii) if not sold to underwriters in such an offering, commencing on the first day of the first fiscal quarter of the Company after the effective date of a Registration Statement, which statements shall cover said 12-month periods.

(q) Upon consummation of an Exchange Offer or Private Exchange, at the request of the Initial Purchaser, obtain an opinion of counsel to the Company and the Subsidiary Guarantors (in form, scope and substance reasonably satisfactory to the Trustee), addressed to the Trustee for the benefit of all Holders participating in the Exchange Offer or Private Exchange, as the case may be, to the effect that (i) the Company and the Subsidiary Guarantors have duly authorized, executed and delivered the Exchange Notes or the Private Exchange Notes, as the case may be, and the Indenture, (ii) the Exchange Notes or the Private Exchange Notes, as the case may be, and the Indenture constitute legal, valid and binding obligations of the Company and the Subsidiary Guarantors, enforceable against the Company and the Subsidiary Guarantors in accordance with their respective terms, except as such enforcement may be subject to customary United States and foreign exceptions and (iii) all obligations of the Company and the Subsidiary Guarantors under the Exchange Notes or the Private Exchange Notes, as the case may be, and the Indenture are secured by Liens on the assets securing the obligations of the Company and the Subsidiary Guarantors under the Notes, the Indenture and the Collateral Documents to the extent and as discussed in the Registration Statement.

(r) If the Exchange Offer or a Private Exchange is to be consummated, upon delivery of the Registrable Securities by the Holders to the Company and the Subsidiary Guarantors (or to such other Person as directed by the Company and the Subsidiary Guarantors) in exchange for the Exchange Notes or the Private Exchange Notes, as the case may be, the Company and the Subsidiary Guarantors shall mark, or caused to be marked, on such Registrable Securities that the Exchange Notes or the Private Exchange Notes, as the case may be, are being issued as substitute evidence of the indebtedness originally evidenced by the Registrable Securities; *provided* that in no event shall such Registrable Securities be marked as paid or otherwise satisfied.

(s) Cooperate with each seller of Registrable Securities covered by any Registration Statement and each underwriter, if any, participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA.

(t) Use its commercially reasonable efforts to cause the Exchange Notes to be listed on each securities exchange, if any, on which similar debt securities issued by the Company are then listed.

(u) Use its commercially reasonable efforts to take all other steps reasonably necessary to effect the registration of the Registrable Securities covered by a Registration Statement contemplated hereby.

(v) The Company may require each seller of Registrable Securities or Participating Broker-Dealer as to which any registration is being effected to furnish to the Company such information regarding such seller or Participating Broker-Dealer and the distribution of such Registrable Securities as the Company may, from time to time, reasonably request in writing. The Company may exclude from such registration the Registrable Securities of any seller who fails to furnish such information within a reasonable time (which time in no event shall exceed 45 days, subject to Section 3(d)) hereof) after receiving such request. Each seller of

Registrable Securities or Participating Broker-Dealer as to which any registration is being effected agrees to furnish promptly to the Company all information required to be disclosed in order to make the information previously furnished by such seller not materially misleading.

(w) Each Holder of Registrable Securities and each Participating Broker-Dealer agrees by acquisition of such Registrable Securities or Exchange Notes to be sold by such Participating Broker-Dealer, as the case may be, that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 6(e)(ii), 6(e)(iv), 6(e)(v), or 6(e)(vi) or the commencement of a Blackout Period, such Holder will forthwith discontinue disposition of such Registrable Securities covered by a Registration Statement and such Participating Broker-Dealer will forthwith discontinue disposition of such Exchange Notes pursuant to any Prospectus and, in each case, forthwith discontinue dissemination of such Prospectus until such Holder's or Participating Broker-Dealer's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 6(k), or until it is advised in writing (the " Advice ") by the Company and the Subsidiary Guarantors that the use of the applicable Prospectus may be resumed, and has received copies of any amendments or supplements thereto and, if so directed by the Company and the Subsidiary Guarantors, such Holder or Participating Broker-Dealer, as the case may be, will deliver to the Company all copies, other than permanent file copies, then in such Holder's or Participating Broker-Dealer's possession, of the Prospectus covering such Registrable Securities current at the time of the receipt of such notice. In the event the Company and the Subsidiary Guarantors shall give any such notice, the Applicable Period shall be extended by the number of days during such periods from and including the date of the giving of such notice to and including the date when each Participating Broker-Dealer shall have received (x) the copies of the supplemented or amended Prospectus contemplated by Section 6(k) or (y) the Advice.

7. **Registration Expenses**

(a) All fees and expenses incident to the performance of or compliance with this Agreement by the Company and the Subsidiary Guarantors shall be borne by the Company and the Subsidiary Guarantors, whether or not the Exchange Offer or a Shelf Registration is filed or becomes effective, including, without limitation, (i) all registration and filing fees, including, without limitation, (A) fees with respect to filings required to be made with FINRA in connection with any Underwritten Offering and (B) fees and expenses of compliance with state securities or Blue Sky laws as provided in Section 6(h) hereof (including, without limitation, reasonable fees and disbursements of counsel in connection with Blue Sky qualifications of the Registrable Securities or Exchange Notes and determination of the eligibility of the Registrable Securities or Exchange Notes for investment under the laws of such jurisdictions (x) where the Holders are located, in the case of the Exchange Notes, or (y) as provided in Section 6(h), in the case of Registrable Securities or Exchange Notes to be sold by a Participating Broker-Dealer during the Applicable Period)) , (ii) printing expenses, including, without limitation, expenses of printing Prospectuses if the printing of Prospectuses is requested by the managing underwriter or underwriters, if any, or by the Holders of a majority in aggregate principal amount of the Registrable Securities included in any Registration Statement or by any Participating Broker-Dealer during the Applicable Period, as the case may be, (iii) messenger, telephone and delivery expenses incurred in connection with the performance of their obligations hereunder, (iv) fees and disbursements of counsel for the Company, the Subsidiary Guarantors and, subject to 7(b), the Holders, (v) fees and disbursements of all independent certified public accountants referred to in Section 6 (including, without limitation, the expenses of any special audit and "cold comfort" letters required by or incident to such performance), (vi) rating agency fees and the fees and

expenses incurred in connection with the listing of the Notes to be registered on any securities exchange , (vii) Securities Act liability insurance, if the Company and the Subsidiary Guarantors desire such insurance, (viii) fees and expenses of all other Persons retained by the Company and the Subsidiary Guarantors, (ix) fees and expenses of any "qualified independent underwriter" or other independent appraiser participating in an offering pursuant to Section 3 of Schedule E to the By-laws of FINRA, but only where the need for such a "qualified independent underwriter" arises due to a relationship with the Company and the Subsidiary Guarantors, (x) internal expenses of the Company and the Subsidiary Guarantors (including, without limitation, all salaries and expenses of officers and employees of the Company or the Subsidiary Guarantors performing legal or accounting duties), (xi) the expense of any annual audit, (xii) the fees and expenses of the Trustee and the Exchange Agent and (xiii) the expenses relating to printing, word processing and distributing all Registration Statements, underwriting agreements, securities sales agreements, indentures and any other documents necessary in order to comply with this Agreement (provided , that any obligation to pay the fees and expenses of any underwriter engaged by the Company will be set forth in a separate underwriting agreement) .

(b) The Company and the Subsidiary Guarantors shall reimburse the Holders for the reasonable fees and disbursements of not more than one counsel chosen by the Holders of a majority in aggregate principal amount of the Registrable Securities to be included in any Registration Statement. The Company and the Subsidiary Guarantors shall pay all documentary, stamp, transfer or other transactional taxes attributable to the issuance or delivery of the Exchange Notes or Private Exchange Notes in exchange for the Notes; *provided* that the Company shall not be required to pay taxes payable in respect of any transfer involved in the issuance or delivery of any Exchange Note or Private Exchange Note in a name other than that of the Holder of the Note in respect of which such Exchange Note or Private Exchange Note is being issued. The Company and the Subsidiary Guarantors shall reimburse the Holders for fees and expenses (including reasonable fees and expenses of counsel to the Holders) relating to any enforcement of any rights of the Holders under this Agreement.

8. **Indemnification**

(a) Indemnification by the Company and the Subsidiary Guarantors . The Company and the Subsidiary Guarantors jointly and severally agree to indemnify and hold harmless each Holder of Registrable Securities, Exchange Notes or Private Exchange Notes and each Participating Broker-Dealer selling Exchange Notes during the Applicable Period, each Person, if any, who controls each such Holder (within the meaning of Section 15 of the Securities Act or Section 20(a) of the Exchange Act) and the officers, directors, agents, employees and partners of each such Holder, Participating Broker-Dealer and controlling person, to the fullest extent lawful, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable costs of preparation and reasonable attorneys' fees as provided in this Section 8) and expenses (including, without limitation, reasonable costs and expenses incurred in connection with investigating, preparing, pursuing or defending against any of the foregoing) (collectively, " Losses "), as incurred, directly or indirectly caused by, related to, based upon, arising out of or in connection with any untrue or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus or form of prospectus, or in any amendment or supplement thereto, or in any preliminary prospectus, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, except insofar as such Losses are solely based upon information relating to such Holder or Participating Broker-Dealer

and furnished in writing to the Company and the Subsidiary Guarantors by such Holder or Participating Broker-Dealer or their counsel expressly for use therein.

(b) Indemnification by Holder . In connection with any Registration Statement, Prospectus or form of prospectus, any amendment or supplement thereto, or any preliminary prospectus in which a Holder is participating, such Holder shall furnish to the Company and the Subsidiary Guarantors in writing such information as the Company and the Subsidiary Guarantors reasonably request for use in connection with any Registration Statement, Prospectus or form of prospectus, any amendment or supplement thereto, or any preliminary prospectus and shall indemnify and hold harmless the Company, the Subsidiary Guarantors, their respective directors and each Person, if any, who controls the Company and the Subsidiary Guarantors (within the meaning of Section 15 of the Securities Act and Section 20(a) of the Exchange Act), and the directors, officers and partners of such controlling persons, to the fullest extent lawful, from and against all Losses arising out of or based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus or form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or any omission or alleged omission to state therein 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 to the extent, but only to the extent, that such losses are finally judicially determined by a court of competent jurisdiction in a final, unappealable order to have resulted solely from an untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact contained in or omitted from any information so furnished in writing by such Holder to the Company and the Subsidiary Guarantors expressly for use therein. Notwithstanding the foregoing, in no event shall the liability of any selling Holder be greater in amount than such Holder's Maximum Contribution Amount (as defined below).

(c) Conduct of Indemnification Proceedings . If any proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an " Indemnified Party "), such Indemnified Party shall promptly notify the party or parties from which such indemnity is sought (the " Indemnifying Party " or " Indemnifying Parties ", as applicable) in writing; but the omission to so notify the Indemnifying Party (i) will not relieve such Indemnifying Party from any liability under paragraph (a) or (b) above unless and only to the extent it is materially prejudiced as a result thereof and (ii) will not, in any event, relieve the Indemnifying Party from any obligations to any Indemnified Party other than the indemnification obligation provided in paragraphs (a) and (b) above.

The Indemnifying Party shall have the right, exercisable by giving written notice to an Indemnified Party, within 20 Business Days after receipt of written notice from such Indemnified Party of such proceeding, to assume, at its expense, the defense of any such proceeding; *provided* , that an Indemnified Party shall have the right to employ separate counsel in any such proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or parties unless: (1) the Indemnifying Party has agreed to pay such fees and expenses; (2) the Indemnifying Party shall have failed promptly to assume the defense of such proceeding or shall have failed to employ counsel reasonably satisfactory to such Indemnified Party; or (3) the named parties to any such proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party or any of its affiliates or controlling persons, and such Indemnified Party shall have been advised by counsel that there may be one or more defenses available to such Indemnified Party that are in addition to, or in conflict with, those defenses available to the Indemnifying Party or such affiliate or controlling person (in which case, if such Indemnified Party notifies the Indemnifying Parties in writing that it

elects to employ separate counsel at the expense of the Indemnifying Parties, the Indemnifying Parties shall not have the right to assume the defense and the reasonable fees and expenses of such counsel shall be at the expense of the Indemnifying Party; it being understood, however, that, the Indemnifying Party shall not, in connection with any one such proceeding or separate but substantially similar or related proceedings in the same jurisdiction, arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of attorneys (together with appropriate local counsel) at any time for such Indemnified Party).

No Indemnifying Party shall be liable for any settlement of any such proceeding effected without its written consent, which shall not be unreasonably withheld, but if settled with its written consent, or if there be a final judgment for the plaintiff in any such proceeding, each Indemnifying Party jointly and severally agrees, subject to the exceptions and limitations set forth above, to indemnify and hold harmless each Indemnified Party from and against any and all Losses by reason of such settlement or judgment. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement unless such judgment or settlement (i) includes as an unconditional term thereof the giving by the claimant or plaintiff to each Indemnified Party of a release, in form and substance reasonably satisfactory to the Indemnified Party, from all liability in respect of such proceeding for which such Indemnified Party would be entitled to indemnification hereunder (whether or not any Indemnified Party is a party thereto) and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any Indemnified Party.

(d) Contribution . If the indemnification provided for in this Section 8 is unavailable to an Indemnified Party or is insufficient to hold such Indemnified Party harmless for any Losses in respect of which this Section 8 would otherwise apply by its terms (other than by reason of exceptions provided in this Section 8), then each applicable Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall have a joint and several obligation to contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party, on the one hand, and such Indemnified Party, on the other hand, in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party, on the one hand, and Indemnified Party, on the other hand, shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent any such statement or omission. The amount paid or payable by an Indemnified Party as a result of any Losses shall be deemed to include any legal or other fees or expenses reasonably incurred by such party in connection with any proceeding, to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in Section 8(a) or 8(b) was available to such party.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 8(d) were determined by pro rata allocation or by other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 8(d), a selling Holder shall not be required to contribute, in the aggregate, any amount in excess of such Holder's Maximum Contribution Amount. A selling Holder's " Maximum Contribution Amount " shall equal the excess of (i) the aggregate proceeds received by such Holder pursuant to the sale of such Registrable Securities or Exchange Notes over (ii) the aggregate amount of damages that such Holder has otherwise been required to pay by reason of such untrue or

alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The Holders' obligations to contribute pursuant to this Section 8(d) are several in proportion to the respective principal amount of the Registrable Securities held by each Holder hereunder and not joint. The Company's and Subsidiary Guarantors' obligations to contribute pursuant to this Section 8(d) are joint and several.

The indemnity and contribution agreements contained in this Section 8 are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties.

9. **Rules 144 and 144A**

(a) The Company covenants that it shall (a) file the reports required to be filed by it (if so required) under the Securities Act and the Exchange Act in a timely manner and, if at any time the Company is not required to file such reports, it will, upon the written request of any Holder of Registrable Securities, make publicly available other information necessary to permit sales pursuant to Rule 144 and 144A and (b) take such further action as any Holder may reasonably request in writing, all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act pursuant to the exemptions provided by Rule 144 and Rule 144A. Upon the request of any Holder, the Company shall deliver to such Holder a written statement as to whether it has complied with such information and requirements.

(b) Availability of Rule 144 Not Excuse for Obligations under Section 2 . The fact that holders of Registrable Securities may become eligible to sell such Registrable Securities pursuant to Rule 144 shall not (1) cause such Notes to cease to be Registrable Securities or (2) excuse the Company's and the Guarantors' obligations set forth in Section 2 of this Agreement, including without limitation the obligations in respect of an Exchange Offer, Shelf Registration and Additional Interest.

10. **Underwritten Registrations of Registrable Securities**

If any of the Registrable Securities covered by any Shelf Registration are to be sold in an Underwritten Offering, the investment banker or investment bankers and manager or managers that will manage the offering will be selected by the Holders of a majority in aggregate principal amount of such Registrable Securities included in such offering; *provided* , *however* , that such investment banker or investment bankers and manager or managers must be reasonably acceptable to the Company. The Company shall be required to effect an Underwritten Offering only if the Company is required to file a Shelf Registration and in no event shall the Company be required to effect more than three Underwritten Offerings pursuant to this Agreement.

No Holder of Registrable Securities may participate in any Underwritten Registration hereunder unless such Holder (a) agrees to sell such Holder's Registrable Securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

11. **Miscellaneous**

(a) Remedies . In the event of a breach by either the Company or any of the Subsidiary Guarantors of any of their respective obligations under this Agreement, each Holder, in

addition to being entitled to exercise all rights provided herein, in the Indenture or, in the case of the Initial Purchaser, in the Purchase Agreement, or granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Agreement. The Company and the Subsidiary Guarantors agree that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by either the Company or any of the Subsidiary Guarantors of any of the provisions of this Agreement and hereby further agree that, in the event of any action for specific performance in respect of such breach, the Company shall (and shall cause each Subsidiary Guarantor to) waive the defense that a remedy at law would be adequate.

(b) No Inconsistent Agreements . The Company and each of the Subsidiary Guarantors have not entered, as of the date hereof, and the Company and each of the Subsidiary Guarantors shall not enter, after the date of this Agreement, into any agreement with respect to any of its securities that would prevent consummation of the Exchange Offer, the effectiveness of a Shelf Registration or the performance by the Company or the Guarantors of their obligations hereunder or otherwise conflicts with the provisions hereof. The Company and each of the Subsidiary Guarantors have not entered and will not enter into any agreement with respect to any of its securities that will grant to any Person piggy-back rights with respect to a Registration Statement.

(c) Adjustments Affecting Registrable Securities . The Company shall not, directly or indirectly, take any action with respect to the Registrable Securities as a class that would adversely affect the ability of the Holders to include such Registrable Securities in a registration undertaken pursuant to this Agreement.

(d) Amendments and Waivers . The provisions of this Agreement may not be amended, modified or supplemented, and waivers or consents to or departures from the provisions hereof may not be given, other than with the prior written consent of the Holders of not less than a majority in aggregate principal amount of the then outstanding Registrable Securities in circumstances that would adversely affect any Holders of Registrable Securities; *provided* , *however* , that Section 8 and this Section 11(d) may not be amended, modified or supplemented without the prior written consent of each Holder. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders of Registrable Securities whose securities are being tendered pursuant to the Exchange Offer or sold pursuant to a Registration Statement and that does not directly or indirectly affect, impair, limit or compromise the rights of other Holders of Registrable Securities may be given by Holders of at least a majority in aggregate principal amount of the Registrable Securities being tendered or being sold by such Holders pursuant to such Notes Registration Statement.

(e) Notices . All notices and other communications provided for or permitted hereunder shall be made in writing by hand delivery, registered first-class mail, next-day air courier or facsimile:

(i) if to a Holder of Notes or to any Participating Broker-Dealer, at the most current address of such Holder or Participating Broker-Dealer, as the case may be, set forth on the records of the registrar of the Notes, with a copy in like manner to the Initial Purchaser as follows:

Jefferies & Company, Inc.
520 Madison Avenue
New York, NY 10022
Attention: General Counsel

(ii) if to the Initial Purchaser, at the address specified in Section 11(e)(1);

(iii) if to the Company or any Subsidiary Guarantor, as follows:

A. M. Castle & Co.
1420 Kensington Road, Suite 220
Oak Brook, IL 60523
Attention: Chief Executive Officer

with a copy to:

McDermott, Will & Emery LLP
227 West Monroe
Chicago, IL 60606
Attention: Helen R. Friedli

All such notices and communications shall be deemed to have been duly given: when delivered by hand, if personally delivered; five Business Days after being deposited in the United States mail, postage prepaid, if mailed, one Business Day after being deposited in the United States mail, postage prepaid, if mailed; one Business Day after being timely delivered to a next-day air courier guaranteeing overnight delivery; and when receipt is acknowledged by the addressee, if sent via facsimile.

Copies of all such notices, demands or other communications shall be concurrently delivered by the Person giving the same to the Trustee under the Indenture at the address specified in such Indenture.

(f) Successors and Assigns . This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto, including, without limitation and without the need for an express assignment, subsequent Holders of Notes.

(g) Counterparts . This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(h) Headings . The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) Governing Law . THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAW. THE COMPANY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK OR ANY FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND IRREVOCABLY ACCEPTS FOR ITS AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, JURISDICTION OF THE AFORESAID COURTS. THE COMPANY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO UNDER APPLICABLE

LAW, TRIAL BY JURY AND ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT AND ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE COMPANY IRREVOCABLY CONSENTS, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO UNDER APPLICABLE LAW, TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE COMPANY AT ITS SAID ADDRESS, SUCH SERVICE TO BECOME EFFECTIVE 30 DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL AFFECT THE RIGHT OF ANY HOLDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST THE COMPANY IN ANY OTHER JURISDICTION.

(j) Severability . If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use its commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(k) Notes Held by the Company or Its Affiliates . Whenever the consent or approval of Holders of a specified percentage of Notes is required hereunder, Notes held by the Company or its affiliates (as such term is defined in Rule 405 under the Securities Act) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

(l) Third Party Beneficiaries . Holders and Participating Broker-Dealers are intended third party beneficiaries of this Agreement and this Agreement may be enforced by such Persons.

(m) Entire Agreement . This Agreement, together with the Purchase Agreement, the Indenture and the Collateral Documents, is intended by the parties as a final and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein and any and all prior oral or written agreements, representations, or warranties, contracts, understanding, correspondence, conversations and memoranda between the Initial Purchaser on the one hand and the Company and the Subsidiary Guarantors on the other, or between or among any agents, representatives, parents, subsidiaries, affiliates, predecessors in interest or successors in interest with respect to the subject matter hereof and thereof are merged herein and replaced hereby.

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

A. M. CASTLE & CO.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President & Chief Financial Officer

TRANSTAR METALS CORP.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President

ADVANCED FABRICATING TECHNOLOGY, LLC

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President & Treasurer

OLIVER STEEL PLATE CO.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Treasurer

PARAMONT MACHINE COMPANY, LLC

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President

TOTAL PLASTICS, INC.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President

TRANSTAR INVENTORY CORP.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President

KEYSTONE TUBE COMPANY, LLC

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Treasurer

TUBE SUPPLY, LLC

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Director & Treasurer

ACCEPTED AND AGREED TO:

JEFFERIES & COMPANY, INC.

By: /s/ Peter J. Scott
Name: Peter J. Scott
Title: Managing Director

Exhibit 10.4

[EXECUTION FINAL **]**

LOAN AND SECURITY AGREEMENT

by and among

A.M. CASTLE & CO.
TRANSTAR METALS CORP.
ADVANCED FABRICATING TECHNOLOGY, LLC
OLIVER STEEL PLATE CO.
PARAMONT MACHINE COMPANY, LLC
TOTAL PLASTICS, INC.
and
TUBE SUPPLY, LLC
(as US Borrowers)

and

A.M. CASTLE & CO. (CANADA) INC.
and
TUBE SUPPLY CANADA ULC
(as Canadian Borrowers)

and

TRANSTAR INVENTORY CORP.
and
KEYSTONE TUBE COMPANY, LLC
(as US Guarantors)

and

WELLS FARGO BANK, NATIONAL ASSOCIATION
(as a Lender and as Administrative Agent)

and

THE LENDERS FROM TIME TO TIME PARTY HERETO
(as Lenders)

and

JEFFERIES FINANCE LLC
and
WELLS FARGO CAPITAL FINANCE, LLC
(as Joint Lead Arrangers)

and

JEFFERIES FINANCE LLC
(as Syndication Agent and Bookrunner)

and

BANK OF AMERICA, N.A.
and
REGIONS BUSINESS CAPITAL, A DIVISION OF REGIONS BANK
(as Co-Documentation Agents)

December 15, 2011

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List of Exhibits and Schedules

Exhibits

Schedules

LOAN AND SECURITY AGREEMENT

This LOAN AND SECURITY AGREEMENT (this " Agreement "), dated December 15, 2011, is entered into by and among A.M. CASTLE & CO., a corporation organized under the laws of the state of Maryland (" Parent " as hereinafter further defined), TRANSTAR METALS CORP., a corporation organized under the laws of the state of Delaware (" Transtar Metals "), ADVANCED FABRICATING TECHNOLOGY, LLC, a limited liability company organized under the laws of the state of Delaware (" AFT "), OLIVER STEEL PLATE CO., a corporation organized under the laws of the state of Delaware (" Oliver Steel "), PARAMONT MACHINE COMPANY, LLC, a limited liability company organized under the laws of the state of Delaware (" Paramont "), TOTAL PLASTICS, INC., a corporation organized under the laws of the state of Michigan (" TPI "), TUBE SUPPLY, LLC, a limited liability company organized under the laws of the state of Texas (" Tube Texas " as hereinafter further defined; and together with Parent, Transtar Metals, AFT, Oliver Steel, Paramont, TPI and any other Person that is organized or formed under the laws of the United States that at any time after the date hereof becomes a US Borrower, each a " US Borrower " and collectively, the " US Borrowers " as hereinafter further defined), A.M. CASTLE & CO. (CANADA) INC., a corporation organized under the laws of the province of Ontario, Canada (" Castle Canada " as hereinafter further defined), TUBE SUPPLY CANADA ULC, an Alberta unlimited company organized under the laws of the province of Alberta, Canada (" Tube Canada " as hereinafter further defined; and together with Castle Canada and any other Person that is organized or formed under the laws of Canada or any province thereof that at any time after the date hereof becomes a Canadian Borrower, each a " Canadian Borrower " and collectively, the " Canadian Borrowers " as hereinafter further defined; and together with the US Borrowers, each a " Borrower " and collectively, the " Borrowers " as hereinafter further defined), the other Loan Parties party hereto, the lenders which are now or which hereafter become a party hereto (each a " Lender " and collectively, the " Lenders "), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (in its individual capacity, "Wells Fargo" as hereinafter further defined), in its capacity as administrative agent and collateral agent (Wells Fargo, in such capacities, the " Agent " as hereinafter further defined) for Secured Parties (as hereinafter defined).

IN CONSIDERATION of the mutual covenants and undertakings herein contained, Loan Parties, Lenders and Agent hereby agree as follows:

1. DEFINITIONS.

1.1 Accounting Terms.

As used in this Agreement, the Note(s), any Other Document, 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.

1.2 General Terms.

For purposes of this Agreement the following terms shall have the following meanings:

"Accountants" shall have the meaning set forth in Section 9.7.

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

"Acquired Company" shall mean, collectively, Tube Texas and Tube Canada.

"Acquisition Costs" shall mean all fees, costs and expenses, stamp, registration and other Taxes incurred by the Loan Parties in connection with this Agreement, the Other Documents and the Related Agreements.

"Acquisition Pro Forma" shall have the meaning set forth in the definition of Permitted Acquisition.

"Administrative Borrower" shall mean Parent, in its capacity as Administrative Borrower on behalf of itself and the other Borrowers pursuant to Section 2.19 hereof, and its successors and assigns in such capacity.

"Advances" shall mean the Revolving Advances (including without limitation the Protective Advances) and Swingline Advances, or any of them as the context implies.

"Advance Rates" shall mean the lending formula percentages set forth in the definition of Borrowing Base.

"Affiliate" of any Person shall mean (a) any Person (other than a Subsidiary) which, directly or indirectly, is in control of, is controlled by, or is under common control with such Person, or (b) any Person who is a director, manager, executive officer or member of the senior management (i) of such Person, (ii) of any Subsidiary of such Person or (iii) of any Person described in clause (a) above. For purposes of this definition, control of a Person shall mean the power, direct or indirect, (A) to vote ten (10%) percent or more of the Equity Interests having ordinary voting power for the election of directors or managers (or other comparable body) of such Person, or (B) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Agent" shall have the meaning set forth in the preamble to this Agreement and shall include its successors and assigns.

"Agreement" shall mean this Loan and Security Agreement, as amended, restated, modified and supplemented from time to time.

"Applicable Margin" for each type of Advance and for the Applicable Unutilized Commitment Fee shall mean, at any time:

(a) subject to clause (b) below, the applicable percentage (on a per annum basis) set forth in the chart below as to Base Rate Loans and for LIBOR Rate Loans, respectively, and with respect to the Unutilized Commitment Fee payable under Section 3.3(a) hereof, that will result, in accordance with such chart, if the Quarterly Average Undrawn Availability for the immediately preceding calendar quarter is in an amount within the range indicated in the chart below for such percentage:

Tier	Quarterly Average Undrawn Availability	Applicable Margin for Base Rate Loans	Applicable Margin for LIBOR Rate Loans	Applicable Unutilized Commitment Fee Margin
I	Less than or equal to 1/3 of the Maximum Credit	1.00%	2.00%	0.25%
II	Greater than 1/3 of the Maximum Credit, but less than or equal to 2/3 of the Maximum Credit	0.75%	1.75%	0.375%
III	Greater than 2/3 of the Maximum Credit	0.50%	1.50%	0.50%

(a) For the period from and including the Closing Date to but excluding the first Adjustment Date (as defined below), the Applicable Margin shall be set at Level II in the table above. Thereafter, the Applicable Margin for each type of Advance and the Unutilized Commitment Fee shall be (i) adjusted as of April 1, 2012 and the first (1 st) day of each calendar quarter thereafter (*i.e.* , the first (1 st) day of each of July, September, January, and April), based upon the Borrowing Base Certificates delivered to Agent, in accordance with Section 9.2(c), with respect to the months comprising the immediately preceding calendar quarter (each an " Adjustment Date "), commencing with the delivery by Administrative Borrower of the Borrowing Base Certificates in each of the months comprising the calendar quarter ending March 31, 2012, and (ii) based upon the calculation by Agent of Quarterly Average Undrawn Availability for such calendar quarter. In the event that any Borrowing Base Certificate is not provided to the Agent in accordance with Section 9.2(c), the Applicable Margin for each type of Advance and the Unutilized Commitment Fee for the applicable calendar quarter shall be set at the Applicable Margin for such type of Advance and for the Unutilized Commitment Fee set forth in Level I above as of the first (1 st) day of the calendar quarter following the month in which such Borrowing Base Certificate was required to be delivered and shall continue at Level I for such entire calendar quarter and thereafter until the next Adjustment Date, if any.

In the event that at any time after the end of a calendar quarter, the Quarterly Average Undrawn Availability for such calendar quarter used for the determination of the Applicable Margin was less than the actual amount of the Quarterly Average Undrawn Availability for such calendar quarter, the Applicable Margin for such prior calendar quarter shall be adjusted to the applicable percentage based on such actual Quarterly Average Undrawn Availability and any additional interest and Unutilized Commitment Fee for the applicable period as a result of such recalculation shall be promptly paid to Agent. In the event that the Quarterly Average Undrawn Availability for such

calendar quarter used for the determination of the Applicable Margin was greater than the actual amount of the Quarterly Average Undrawn Availability, the Applicable Margin for such prior calendar quarter shall be adjusted to the applicable percentage based on such actual Quarterly Average Undrawn Availability and any reduction in interest and Unutilized Commitment Fee for the applicable period as a result of such recalculation shall be promptly credited to the loan account of Borrowers. The foregoing shall not be construed to limit the rights of Agent or Lenders with respect to the amount of interest payable after a Default or Event of Default, whether based on such recalculated percentage or otherwise.

"Approved Fund" shall mean (a) any fund, trust or similar entity that invests in commercial loans in the ordinary course of business and is advised or managed by (i) a Lender, (ii) a Controlled Affiliate of a Lender, (iii) the same investment advisor that manages a Lender or (iv) a Controlled Affiliate of an investment advisor that manages a Lender or (b) any finance company, insurance company or other financial institution which temporarily warehouses loans for any Lender or any Person described in clause (a) above.

"Authority" shall have the meaning set forth in Section 4.18(d).

"BA Rate" shall mean (a) for a Lender that is a Schedule I chartered bank under the Bank Act (Canada), the CDOR Rate, and (b) for any other Lender, the discount rate at which such Lender is prepared to purchase bankers' acceptances (such rate not to exceed the CDOR Rate plus one-tenth of one (0.10%) percent).

"BA Rate Loan" shall mean an Advance that bears interest based on the BA Rate.

"Bank Product Agreement" shall mean any agreement for any service or facility extended to any Loan Party or any of its Subsidiaries by a Bank Product Provider including: (a) credit cards, (b) debit cards, (c) purchase cards or stored value 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 or (h) Hedging Agreements.

"Bank Product Obligations" shall mean and include all obligations, liabilities, contingent reimbursement obligations, fees, and expenses owing by any Loan Party or any of its Subsidiaries to a Bank Product Provider 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 Loan Party is obligated to reimburse to a Bank Product Provider as a result of such Person purchasing participations or executing indemnities or reimbursement obligations with respect to the Bank Products provided to any Loan Party or any of its Subsidiaries pursuant to the Bank Product Agreements.

"Bank Product Provider" shall mean (a) Wells Fargo or any of its Affiliates, (b) any Lender or any Affiliate of any Lender, or (c) any other financial institution (which, in the case of any other

financial institution in clause (c), to the extent approved by Agent in its Permitted Discretion) that provides any Bank Products to any Loan Party.

"Bankruptcy Code" shall have the meaning set forth in Section 2.16(a).

"Base Rate" shall mean, for any day (or if such day is not a Business Day, the immediately preceding Business Day), (a) for US Base Rate Loans, a rate per annum (rounded upward, if necessary, to the next 1/100th of one (1%) percent) equal to the greatest of (i) the rate of interest announced, from time to time, within Wells Fargo at its principal office in San Francisco as its "prime rate", with the understanding that the "prime rate" is one of Wells Fargo's base rates (not necessarily the lowest of such rates) and serves as the basis upon which effective rates of interest are calculated for those loans making reference thereto and is evidenced by the recording thereof after its announcement in such internal publications as Wells Fargo may designate, (ii) the Federal Funds Effective Rate in effect on such day plus one-half of one (0.50%) percent, and (iii) the LIBOR Rate for a LIBOR Loan with a three (3) month interest period plus one (1%) percent (the greatest of clauses (a)(i), (a)(ii) and (a)(iii) being referred to as the " US Base Rate "), and (b) for Canadian Base Rate Loans, a rate per annum (rounded upward, if necessary, to the next 1/100th of one (1%) percent) equal to the greater of (i) prime lending rate as quoted by a Schedule I bank in Canada designated from time to time in writing by Agent (" Canadian Prime Rate ") and (ii) the BA Rate (using a maturity of thirty (30) days) quoted from time to time, plus one (1%) percent (the greater of clauses (b)(i) and (b)(ii) being referred to as the " Canadian Base Rate "). If the Agent shall have determined in its reasonable discretion (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate for any reason, including the inability or failure of the Agent to obtain sufficient quotations in accordance with the terms of the definition thereof, the Base Rate shall be determined without regard to clause (a)(ii) of this definition until the circumstances giving rise to such inability no longer exist. Any change in the Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate, the LIBOR Rate, the Canadian Prime Rate or the BA Rate shall be effective on the effective date of such change in the Prime Rate, the Federal Funds Effective Rate, the LIBOR Rate, the Canadian Prime Rate or the BA Rate, respectively.

"Base Rate Loans" shall mean (a) with respect to the US Borrowers, US Base Rate Loans, and (b) with respect to Canadian Borrowers, Canadian Base Rate Loans.

"Benefited Lender" shall have the meaning set forth in Section 2.12(f).

"Blocked Accounts" shall have the meaning set forth in Section 4.14(h).

"Borrower" or "Borrowers" shall have the meanings set forth in the preamble to this Agreement and shall extend to all permitted successors and assigns of such Persons.

"Borrowers' Account" shall mean, collectively, the US Borrowers' Account and the Canadian Borrowers' Account.

"Borrowing Base" shall mean the sum of the US Borrowing Base and the Canadian Borrowing Base.

"Borrowing Base Certificate" shall mean a "daily collateral report" duly executed by a Responsible Officer of Administrative Borrower appropriately completed and in substantially the form of Exhibit A , as such form may from time to time be modified by Agent (in consultation with Administrative Borrower) in a manner consistent with the terms of this Agreement.

"Business Day" shall mean any day other than a Saturday, Sunday, or other day on which commercial banks are authorized or required to close under the laws of the State of New York or, with respect to the Canadian Base Rate Loans only, the Province of Ontario, Canada (or, in the case of Canadian Base Rate Loans bearing interest at the CDOR Rate, in Toronto, Ontario), and shall include a day on which Agent is open for the transaction of business; except , that , if a determination of a Business Day shall relate to any LIBOR Rate Loans, the term Business Day shall also exclude any day on which banks are closed for dealings in dollar deposits in the London interbank market or other applicable LIBOR market.

"CAM Exchange" shall have the meaning set forth in Section 11.6 of this Agreement.

"CAM Exchange Date" shall have the meaning set forth in Section 11.6 of this Agreement.

"CAM Percentage" shall have the meaning set forth in Section 11.6 of this Agreement.

"Canadian Advances" shall mean Advances made to the Canadian Borrowers.

"Canadian Bank Product Obligations" shall mean and include all obligations, liabilities, contingent reimbursement obligations, fees, and expenses owing by any Canadian Loan Party (other than a Canadian Loan Party which is also a US Loan Party) to a Bank Product Provider 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 such Canadian Loan Party is obligated to reimburse to a Bank Product Provider as a result of such Person purchasing participations or executing indemnities or reimbursement obligations with respect to the Bank Products provided to any such Canadian Loan Party pursuant to the Bank Product Agreements.

"Canadian Base Rate" shall have the meaning set forth in the definition of Base Rate.

"Canadian Base Rate Loans" shall mean any Advances or portion thereof denominated in Canadian Dollars and on which interest is payable based on the Canadian Base Rate in accordance with the terms hereof.

"Canadian Borrower" or "Canadian Borrowers" shall have the meanings set forth in the preamble to this Agreement and shall extend to all permitted successors and assigns of such Persons.

"Canadian Borrowers' Account" shall have the meaning set forth in Section 2.7.

"Canadian Borrowing Base" shall mean, at any time, as to Canadian Borrowers, the amount equal to:

(a) eighty-five (85%) percent of Eligible Accounts of Canadian Borrowers, plus

(b) the amount equal to the lesser of (i) seventy (70%) percent of the Value of the Eligible Inventory of Canadian Borrowers and (ii) eighty-five (85%) percent of the Net Liquidation Percentage multiplied by the Value of the Eligible Inventory of Canadian Borrowers, minus

(c) Reserves.

"Canadian Cash Equivalents" shall mean any of the following (a) any evidence of Indebtedness issued, guaranteed or insured by the government of Canada or any province, and having terms to maturity of not more than one (1) year from the date of acquisition, (b) certificates of deposit having maturities of not more than one (1) year issued or guaranteed by any Canadian chartered bank and rated A (or the then equivalent grade) or better by Dominion Bond Rating Service, (c) Canadian Dollar denominated bankers acceptances of any Canadian chartered bank and rated A (or the then equivalent grade) or better by Dominion Bond Rating Service having terms to maturity of not more than one (1) year, (d) commercial paper maturing no more than two hundred seventy (270) days from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P 1 from Moody's, (e) repurchase agreements and reverse repurchase agreements relating to marketable direct obligations issued or unconditionally guaranteed by the Government of Canada or any province or issued by any governmental agency thereof maturing within one (1) year or less, and (f) investments in money market funds substantially all the assets of which are comprised of securities of the types described in clauses (a) through (e) above.

"Canadian Collateral" shall mean all Collateral of any Canadian Loan Party.

"Canadian Commitment" shall mean, at any time, as to each Lender, the principal amount set forth next to such Lender's name on Schedule C-1 hereto designated as the Canadian Commitment of such Lender or on Schedule 1 to the Assignment and Acceptance Agreement pursuant to which such Lender became a Lender hereunder in accordance with the provisions of Section 13.7 hereof, as the same may be adjusted from time to time in accordance with the terms hereof; sometimes being collectively referred to herein as "Canadian Commitments". The Canadian Commitment is a sublimit of the US Commitment.

"Canadian Credit Facility" shall mean the Advances and Letters of Credit provided to or for the benefit of Canadian Borrowers pursuant to Sections 2.1 and 2.2 hereof.

"Canadian Dollar Loans" shall mean any Advances or portion thereof denominated in Canadian Dollars.

"Canadian Dollars" and "C$" shall each mean the lawful currency of Canada.

"Canadian Employee" shall mean any employee or former employee of a Canadian Loan Party.

"Canadian Employee Plan" shall mean any employee benefit, health, welfare, supplemental unemployment benefit, bonus, pension, supplemental pension, profit sharing, retiring allowance, severance, deferred compensation, stock compensation, stock purchase, unit purchase, retirement, life, hospitalization insurance, medical, dental, disability or other employee group or similar benefit or employment plans or supplemental arrangements applicable to the Canadian Employees.

"Canadian Guarantors" shall mean, collectively, the following (together with their respective successors and assigns): (a) US Borrowers, (b) US Guarantors and (c) any Person that at any time after the date hereof becomes party to a guarantee in favor of Agent or any Lender in respect of or otherwise liable on or with respect to the Canadian Obligations (but not the US Obligations) or who is the owner of any property which is security for the Canadian Obligations (other than Canadian Borrowers); each sometimes referred to herein individually as a "Canadian Guarantor".

"Canadian Inventory Reserves" shall mean, as of any date of determination, such amounts as Agent may from time to time establish and revise in its Permitted Discretion to reflect: (a) the estimated costs relating to unpaid freight charges, warehousing or storage charges, taxes, duties, and other similar unpaid costs associated with the acquisition of eligible in-transit Inventory by the Canadian Loan Parties (other than any Inventory that is in-transit from one Borrower or Guarantor to another Borrower or Guarantor in the ordinary course of business so long as Agent shall receive, on a monthly basis, a report, in form and substance reasonably satisfactory to Agent, regarding the amount of such in-transit Inventory), and (b) the estimated reclamation claims of unpaid suppliers of Inventory sold to Canadian Loan Parties (including, without limitation, claims arising under the Bankruptcy and Insolvency Act (Canada)).

"Canadian Issuer" shall mean (a) Wells Fargo or any of its Affiliates, (b) any Canadian Lender or (c) any other financial institution (which in the case of any other financial institution in this clause (c), to the extent approved by Agent and, so long as no Event of Default exists and is continuing, Administrative Borrower (it being understood and agreed that The Toronto-Dominion Bank is acceptable to Agent and Administrative Borrower), that shall issue a Letter of Credit for the account of a Canadian Borrower and has agreed in a manner reasonably satisfactory to Agent to be subject to the terms hereof as a Canadian Issuer.

"Canadian Lender" shall mean, at any time, each Lender having a Canadian Commitment or a Revolving Advance (or Canadian Letter of Credit Obligation) made to Canadian Borrowers owing to it at such time; sometimes referred to herein collectively as "Canadian Lenders."

"Canadian Letter of Credit Limit" shall mean $2,000,000.

"Canadian Letter of Credit Obligations" shall mean at any time, the sum of (a) the aggregate undrawn amount of all Letters of Credit issued for the account of Canadian Borrowers outstanding at such time, plus (b) without duplication, the aggregate amount of all drawings under Letters of Credit issued for the account of Canadian Borrowers for which the Canadian Issuer has not at such time been reimbursed, plus (c) without duplication, the aggregate amount of all payments made by Canadian Lender to the Canadian Issuer with respect to such Canadian Lender's participation in Letters of Credit issued for the account of Canadian Borrowers as provided in Section 2.2 for which Canadian Borrowers have not at such time reimbursed the Canadian Lenders, whether by way of a Revolving Advance or otherwise.

"Canadian Loan Parties" shall mean, collectively, Canadian Borrowers and each Canadian Guarantor organized under the laws of Canada or any province thereof; each sometimes being referred to individually as a "Canadian Loan Party."

"Canadian Obligations" shall mean all Obligations of the Canadian Loan Parties.

"Canadian Payment Account" shall mean the account of Wells Fargo Canada set forth on Schedule 2.3 or such other account of Wells Fargo Canada, if any, which Agent may designate by notice to Administrative Borrower and to each Lender to be the Canadian Payment Account.

"Canadian Pension Plan" shall mean any plan, program or arrangement that is a pension plan for the purposes of any applicable pension benefits legislation or any tax laws of Canada or a province thereof, whether or not registered under any such laws, which is maintained or contributed to by, or to which there is or may be an obligation to contribute by, any Borrower or Guarantor in respect of any current or former employees in Canada with such Borrower or Guarantor, but does not include the Canada Pension Plan or the Québec Pension Plan as maintained by the Government of Canada or the Province of Québec, respectively.

"Canadian Pension Plan Event" shall mean (a) either (i) the termination in whole or in part of a Canadian Pension Plan or (ii) the cessation of participation of the Borrower or Guarantor (or any affiliate or other related party thereto with whom there is statutory joint and several liability under pension standards legislation) in any Canadian Pension Plan, including a multi-employer pension plan (within the meaning of applicable pension standards legislation), for any reason and which event gives rise or might give rise to an obligation on such entity to make contributions in respect of any past service unfunded liability of such plan, (b) the issuance of a notice (or a notice of intent to issue such a notice) to terminate in whole or in part any Canadian Pension Plan with a defined benefit provision or the receipt of a notice of intent from a Governmental Authority to require the termination in whole or in part of any Canadian Pension Plan, revoking the registration of same or appointing a new administrator of such a plan, (c) an event or condition which constitutes grounds under applicable pension standards or tax legislation for the issuance of an order, direction or other communication from any Governmental Authority or a notice of an intent to issue such an order, direction or other communication requiring the Borrower or any affiliate to take or refrain from taking any action in respect of a Canadian Pension Plan, (d) the issuance of either any order (including an order to remit delinquent contributions to the Pension Benefits Guarantee Fund of Ontario (the "PBGF")) or charges which may give rise to the imposition of any fines or penalties to or in respect of any Canadian Pension Plan or the issuance of such fines or penalties, (e) the receipt of any notice from an administrator, a trustee or other funding agent or any other person or entity that the Borrower or any of its affiliates have failed to remit any contribution to a Canadian Pension Plan or a similar notice from a Governmental Authority relating to a failure to pay any fees or other amounts (including payments in respect of the PBGF).

"Canadian Reference Bank" shall mean The Toronto-Dominion Bank, or such other bank listed in Schedule I of the Bank Act (Canada) as Agent may from time to time designate.

"Canadian Revolving Loan Maximum Amount" shall mean $20,000,000 (subject to adjustment as provided pursuant to the terms of Sections 2.20 and 2.21).

"Canadian Subsidiary" shall mean a Subsidiary organized, incorporated or otherwise formed under the laws of Canada or any province or territory thereof.

"Canadian Undrawn Availability" shall mean, as to Canadian Borrowers, on any date of determination, as determined by Agent in its Permitted Discretion, calculated at any date, equal to: (a) the lesser of: (i) the Canadian Borrowing Base and (ii) the Canadian Revolving Loan Maximum

Amount, minus (b) the sum of: (i) the amount of all then outstanding and unpaid Canadian Obligations of Canadian Borrowers (but not including for this purpose any outstanding Canadian Letter of Credit Obligations and unasserted contingent indemnification Canadian Obligations), plus (ii) the amount of all Reserves then established in respect of Canadian Letter of Credit Obligations.

"Capital Expenditures" shall mean, with respect to any Person, without duplication, all expenditures (including deposits) made by such Person for, or contracts for expenditures with respect to any fixed assets or improvements, or for replacements, substitutions or additions thereto, which have a useful life of more than one (1) year, including the direct or indirect acquisition of such assets by way of increased product or service charges, offset items or otherwise, as determined in accordance GAAP consistently applied and all other expenditures which, in accordance with GAAP, would be required to be capitalized and shown on the consolidated balance sheet of such Person.

"Capital Lease" shall mean any lease of any property (whether real, personal or mixed) that, in conformity with GAAP consistently applied, should be accounted for as a capital lease.

"Cash Dominion Event" shall mean either (a) an Event of Default shall have occurred and be continuing or (b) Global Undrawn Availability is, on any date of determination, less than the greater of (i) twelve and one-half (12.5%) percent of the lesser of (A) the Maximum Credit and (B) the Borrowing Base at such time, and (ii) $12,500,000; provided , that , any such Cash Dominion Event resulting solely from this clause (b) shall cease to exist to the extent that Global Undrawn Availability is greater than or equal to the greater of (A) twelve and one-half (12.5%) percent of the lesser of (1) the Maximum Credit and (2) the Borrowing Base at such time, and (B) $12,500,000 for sixty (60) consecutive days during any applicable period after the occurrence of such Cash Dominion Event and no other Cash Dominion Event has occurred during such sixty (60) consecutive day period.

"Cash Equivalents" shall mean, collectively, Canadian Cash Equivalents and US Cash Equivalents, as the case may be.

"Cash Interest Expense" shall mean, without duplication, for any period, Interest Expense (excluding the following non-cash components of Interest Expense: (a) the amortization of fees and costs with respect to the transactions contemplated by this Agreement which have been capitalized as transaction costs, and (b) interest paid in kind).

"Cash Receipt Account" or "Cash Receipt Accounts" shall mean, individually or collectively, all lockbox accounts, dominion accounts or other deposit accounts established and maintained by Loan Parties for the purpose of collecting or depositing cash, checks, notes, instruments, and other items of payment (including insurance proceeds, cash proceeds of asset sales, rental proceeds, and tax refunds), and which are designated as such and listed on Schedule 5.23 .

"Castle Canada" shall have the meaning set forth in the preamble to this Agreement and shall extend to all permitted successors and assigns of such Person.

"CDOR Rate" shall mean, on any day, the annual rate of interest which is the rate equal to the average rate for thirty (30) day Canadian Dollar bankers' acceptances issued on such day for a term equal or comparable for the purpose of calculating the interest rate applicable as such rate appears on the "Reuters Screen CDOR Page" (as defined in the International Swaps and Derivatives

Association, Inc. 2000, definitions, as modified and amended from time to time) rounded to the nearest 1/100 th of 1% (with 0.005% being rounded up), as of 10:00 a.m. on such day, or if such day is not a Business Day, then on the immediately preceding Business Day; provided , that , if such rate does not appear on the Reuters Screen CDOR Page as contemplated, then the CDOR Rate on any day shall be the average of the rates applicable to thirty (30) day Canadian Dollar bankers' acceptances quoted by the Schedule I Reference Banks as of 10:00 a.m. on such day, or if such day is not a Business Day, then on the immediately preceding Business Day.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§9601 et seq.

"CFC" shall mean a "controlled foreign corporation" as defined in Section 957 of the Code.

"Change in Tax Law" shall mean a change in the treaty, law or regulation after the date on which the applicable Agent or Lender becomes a party to this Agreement (or, if such Lender is a non-U.S. intermediary or flow-through entity for U.S. federal income tax purposes, after the relevant beneficiary or member of such Lender became such a beneficiary or member, if later); provided , however , such term does not include regulations or other guidance issued by the IRS or U.S. Treasury implementing or interpreting laws already enacted, but not yet effective.

"Change of Control" shall mean the occurrence of any event (whether in one or more transactions) which results in:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, but excluding (i) any Person who is a direct or indirect shareholder of Parent as of the date hereof and (ii) any employee benefit plan of such Person or its subsidiaries, and any Person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, except, that , a person or group shall be deemed to have "beneficial ownership" of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an " option right ")), directly or indirectly, of a majority of the voting power of the total outstanding Equity Interests of Parent entitled to vote for members of the board of directors or equivalent governing body of Parent on a fully-diluted basis (and taking into account all such Equity Interests that such "person" or "group" has the right to acquire pursuant to any option right); or

(b) during any period of two (2) consecutive years, a majority of the members of the board of directors or other equivalent governing body of Parent cease to be composed of individuals (i) who were members of that board or equivalent governing body on the first (1 st) day of such period, (ii) whose election or nomination to that board or equivalent governing body was approved by individuals referred to in clause (i) above constituting at the time of such election or nomination at least sixty-six and two-thirds (66 2/3%) percent of that board or equivalent governing body or (iii) whose election or nomination to that board or other equivalent governing body was approved by individuals referred to in clauses (i) and (ii) above constituting at the time of such election or nomination at least sixty-six and two-thirds (66 2/3%) percent of that board or equivalent governing body (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

(c) any Person or two or more Persons acting in concert shall have acquired by contract or otherwise, or shall have entered into a contract or arrangement that, upon consummation thereof, will result in its or their acquisition of the power to exercise, directly or indirectly, a controlling influence over the management or policies of Parent, or control over the Equity Interests of Parent entitled to vote for members of the board of directors or equivalent governing body of Parent on a fully-diluted basis (and taking into account all such securities that such Person or Persons have the right to acquire pursuant to any option right) representing a majority of the combined voting power of such securities; or

(d) a "Change of Control" or other similar event under, and as defined in, the Second Lien Loan Documents or the Senior Unsecured Notes Documents.

For purposes of this definition, "control of Loan Party" shall mean the power, direct or indirect, (i) to vote fifty-one (51%) percent or more of the Equity Interests having ordinary voting power for the election of directors (or equivalent governing body) of any Loan Party and (ii) to direct or cause the direction of the management and policies of any Loan Party by contract or otherwise.

"Charges" shall mean all taxes, charges, fees, imposts, levies or other assessments, including, without limitation, all net income, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation and property taxes, custom duties, fees, assessments, Liens, claims and charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts, imposed by any taxing or other authority, domestic or foreign (including, without limitation, the PBGC or any environmental agency or superfund), upon the Collateral, any Loan Party or any Subsidiary of any Loan Party.

"Closing Date" shall mean December 15, 2011.

"Closing Date Acquisition" shall mean Parent's purchase and acquisition of all of the issued and outstanding Equity Interests of the Acquired Company pursuant to the Closing Date Acquisition Agreement.

"Closing Date Acquisition Agreement" shall mean the Stock Purchase Agreement, dated as of November 9, 2011, executed by and among Paul Sorenson and Jerry Willeford, as sellers, Parent, as purchaser, and the Acquired Company, as amended or modified and in effect from time to time.

"Closing Date Acquisition Documents" shall mean, collectively, the Closing Date Acquisition Agreement, along with all documents and agreements executed in connection therewith.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time and the regulations promulgated thereunder.

"Collateral" shall mean any and all collateral granted under this Agreement or any Other Document to secure any and all of the Obligations, including without limitation all tangible and intangible property of each Loan Party, all personal and real property of each Loan Party, all

movable and immovable property of each Loan Party, in each case whether now owned or hereafter acquired and wherever located, including, but not limited to, the following of each Loan Party:

(a) all Accounts and other Receivables;

(b) all certificated and uncertificated securities;

(c) all chattel paper, including electronic chattel paper;

(d) all Computer Hardware and Software and all rights with respect thereto, including, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, supporting information, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;

(e) all Contract Rights;

(f) all commercial tort claims, (including, without limitation any commercial tort claims from time to time described on Schedule 5.8(b) (as such Schedule 5.8(b) may from time to time be updated));

(g) all deposit accounts;

(h) all documents;

(i) all financial assets;

(j) all General Intangibles, including payment intangibles and software;

(k) all goods (including all Equipment and Inventory), and all embedded software, accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;

(l) all instruments;

(m) all Intellectual Property;

(n) all Investment Property;

(o) all of the Equity Interests issued by each Loan Party (other than Parent) and each of their Subsidiaries;

(p) all leasehold interests;

(q) all cash, cash equivalents or other money;

(r) all letter of credit rights;

(s) all security entitlements;

(t) all supporting obligations;

(u) all of each Loan Party's right, title and interest in and to (i) all of its respective goods and other property including, but not limited to, all merchandise returned or rejected by Customers, relating to or securing any of the Receivables; (ii) all of each Loan Party's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, compensation, detinue, replevin, reclamation and repurchase; (iii) all supporting obligations and all additional amounts due to any Loan Party from any Customer relating to the Receivables; (iv) all other property of any kind whatsoever of each Loan Party, including, but not limited to, warranty claims, relating to any goods; (v) all of each Loan Party's Contract Rights, rights of payment which have been earned under a Contract Right, letter of credit rights (whether or not the letter of credit is evidenced by a writing), instruments (including promissory notes), documents, chattel paper (whether tangible or electronic), warehouse receipts, deposit accounts, money and securities; (vi) if and when obtained by any Loan Party, all real, immovable, movable and personal property of third parties in which such Loan Party has been granted a Lien; and (vii) any other goods, movable or personal property or real or immovable property of any kind or description, wherever located, now or hereafter owned or acquired by any Loan Party; and

(v) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, or evidencing, embodying, incorporating or referring to any of the foregoing, and all proceeds, products, offspring, rents, issues, profits and returns of and from any of the foregoing;

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

"Collateral Access Agreement" shall mean an agreement in writing, in form and substance reasonably satisfactory to Agent, from any lessor of premises to any Loan Party, or any other Person to whom any Collateral is consigned or who has custody, control or possession of any such Collateral or is otherwise the owner or operator of any premises on which any of such Collateral is located, duly executed and delivered in favor of Agent with respect to the Collateral at such premises or otherwise in the custody, control or possession of such lessor, consignee or other Person.

"Collateral Field Examinations" shall have the meaning as set forth in Section 4.9.

"Commitment" shall mean, at any time, as to any Lender, the aggregate of such Lender's US Commitment and Canadian Commitment, or its Swingline Commitment, as the context requires, set forth next to such Lender's name on Schedule C-1 hereto as such Lender's US Commitment and Canadian Commitment, or its Swingline Commitment, as applicable; or in the Commitment Transfer Supplement pursuant to which such Lender became a Lender hereunder, as such amounts may be reduced or increased from time to time pursuant to assignments made in accordance with the provisions of this Agreement (subject to adjustment as provided pursuant to the terms of Section 2.13, Section 2.20 and Section 2.21), sometimes being collectively referred to herein as " Commitments "; provided , that , the US Dollar Equivalent of the aggregate Commitments of all Lenders shall not exceed the Maximum Credit (it being understood that the Canadian Commitments are a sublimit of the US Commitments of all Lenders).

"Commitment Percentage" shall mean, with respect to a Lender's obligation to make Revolving Advances and participate in Letters of Credit and in the Swingline Advances, and right to receive payments of principal, interest and fees with respect thereto, (a) prior to the Revolver Commitments being terminated or reduced to zero, the percentage obtained by dividing (i) such Lender's Revolver Commitment, by (ii) the aggregate Revolver Commitments of all Lenders, and (b) from and after the time that the Revolver Commitments have been terminated or reduced to zero, the percentage obtained by dividing (i) the outstanding principal amount of such Lender's Advances and ratable portion in Swingline Advances and in Letters of Credit by (ii) the outstanding principal amount of all Advances made by the Lenders (inclusive of all Swingline Advances made by Swingline Lender and all Letters of Credit).

"Commitment Transfer Supplement" shall mean a document in the form of Exhibit 17.3 , properly completed, or otherwise in form and substance reasonably satisfactory to Agent, and if applicable, to Administrative Borrower, by which a Purchasing Lender purchases and assumes all or a portion of Advances made by a Lender and/or all or a portion of the Commitments of a Lender.

"Compliance Certificate" shall mean the Compliance Certificate executed and delivered by a Responsible Officer of Administrative Borrower's pursuant to Sections 9.7 and 9.8 in the form of Exhibit 9.7 appended hereto.

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

"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 to permit the effectuation and performance of this Agreement, the Other Documents and the Related Transactions, including, without limitation, any Consents required under all applicable federal, state or other applicable law.

"Contra Claims" shall have the meaning set forth in subparagraph (l) of the definition of Eligible Accounts.

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

"Control Notice" shall mean a written notice delivered by Agent pursuant to a "control" or other agreements instructing the depository bank to comply with instructions originated by Agent with respect to the Blocked Account that is covered thereby without further consent of Loan Parties.

"Controlled Affiliate" of any Person shall mean any Person who, directly or indirectly, is in control of, is controlled by, or is under common control with such Person. For purposes of this definition, control of a Person shall mean the power, direct or indirect, to (a) vote fifty-one (51%) percent or more of the Equity Interests having ordinary voting power for the election of directors or managers (or other comparable body) of such Person, and (b) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"Controlled Group" shall mean all members of a controlled group of corporations and all trades or businesses (whether or not incorporated) under common control which, together with any Loan Party, are treated as a single employer under Section 414 of the Code.

"Credit Facility" shall mean, collectively, the US Credit Facility and the Canadian Credit Facility.

"Currency Due" shall have the meaning set forth in Section 17.5.

"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 mean the United States of America Customs and Border Protection Agency of the United States Department of Homeland Security.

"Debt Financing Documents" shall mean, collectively, (a) the Second Lien Loan Documents and (b) the Senior Unsecured Notes Documents.

"Default" shall mean an event 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.

"Defaulting Lender" shall have the meaning set forth in Section 2.15(a).

"Depository Accounts" shall have the meaning set forth in Section 4.14(h).

"Disposition" shall have the meaning set forth in Section 7.1; and "Dispose" shall have the correlative meaning.

"EBITDA" shall mean for any period, without duplication, the total of the following for Loan Parties and their Subsidiaries on a consolidated basis, each calculated for such period in accordance with GAAP (to the extent applicable):

(a) Net Income; plus

(b) (without duplication), to the extent included in the calculation of Net Income, the sum of (i) income and franchise taxes paid or accrued, (ii) Interest Expense, net of interest income, paid or accrued, (iii) amortization and depreciation, (iv) Acquisition Costs incurred on or before December 31, 2011 that are paid during such period in connection with this Agreement, the Other Documents and the Related Documents, (v) the write-off of deferred financing fees and any "make-whole" prepayment premium actually paid in connection with the prepayment of existing Indebtedness of the Parent and its Subsidiaries on the Closing Date or in connection with the Debt Financing Documents, (vi) any non-cash expenses or charges incurred pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or any stock subscription or shareholder agreement, (vii) non-cash goodwill or other intangible asset impairment charges (determined in accordance with Statement of Financial Accounting Standards No. 142), (viii) unrealized non-cash Net Mark-to-Market Exposure under Hedging Agreements, (ix) any transaction-related expenses or charges (to the extent not capitalized) incurred by the Loan Parties in connection with the consummation of any Permitted Acquisition subsequent to the date hereof, (x) extraordinary losses, (xi) any non-cash charges in connection with purchase accounting adjustments and (xii) other non-recurring, non-cash charges; less

(c) (without duplication), to the extent included in the calculation of Net Income, the sum of (i) the income of any Person (other than a Loan Party or a Subsidiary of any Loan Party) in which any Loan Party or a Subsidiary of any Loan Party has an ownership interest except to the extent such income is received by any Loan Party or such Subsidiary in a cash distribution during such period, (ii) gains or losses from sales or other dispositions of assets (other than sales of Inventory in the normal course of business), (iii) extraordinary gains, (iv) any non-cash gains in connection with purchase accounting adjustments and (v) other non-recurring, non-cash gains.

"Edmonton Leasehold Mortgage" shall mean the fixed and floating charge demand debenture executed by Tube Canada in favour of Wells Fargo Capital Finance Corporation Canada on behalf the Agent with respect to the premises located at 2503-84 Avenue Sherwood Park, Edmonton, Alberta T6P 1K1, Canada.

"Eligible Accounts" shall mean and include each Account of a Borrower arising in the ordinary course of such Borrower's business; provided , that , in no event shall an Account be an Eligible Account if:

(a) it does not arise from the actual and bona fide sale and delivery of goods or rendition of services by such Borrower in the ordinary course of business of such Borrower, which transactions are completed in accordance in all material respects with the terms and provisions contained in any agreement binding on such Borrower or the other party or parties thereto;

(b) it is due or unpaid more than the earlier of (i) sixty (60) days after the original due date and (ii) ninety (90) days after the original invoice date;

(c) it is owed by a Customer who has Accounts unpaid more than the earlier of (i) sixty (60) days after the original due date and (ii) ninety (90) days after the original invoice date, which unpaid Accounts constitute more than twenty-five (25%) percent of the total Accounts of such

Customer (such percentage may, in Agent's sole discretion, be increased or decreased from time to time);

(d) it is not subject to the first priority, valid and perfected Lien of Agent (subject to Permitted Encumbrances; but without limiting the right of Agent to establish any Reserves with respect to Permitted Encumbrances);

(e) any covenant, representation or warranty contained in this Agreement with respect to such Account has been breached in any material respect;

(f) the Customer shall (i) apply for, suffer, or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator 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 business, (iii) make a general assignment for the benefit of creditors, (iv) commence a voluntary case under any state, federal, provincial, Canadian, or other bankruptcy or insolvency laws (as now or hereafter in effect), or enter into discussions with its creditors existing at any one time with respect to rescheduling any of its Indebtedness, (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, (vii) acquiesce to, or fail to have dismissed, any petition which is filed against it in any involuntary case under such bankruptcy or insolvency laws, or (viii) take any action for the purpose of effecting any of the foregoing or which is indicative of insolvency;

(g) the sale is to (i) a Customer located or incorporated (or other analogous term) outside the United States of America or Canada (but excluding the provinces of the Northwest Territories and the Territory of Nunavit) (collectively, " Foreign Customers "), except for a Foreign Customer that (A) has an Investment Grade Rating or (B) is otherwise acceptable in all respects to Agent in its Permitted Discretion (subject to such lending formula with respect to Accounts of such Foreign Customers as Agent may determine in its Permitted Discretion); provided , that , the maximum aggregate amount of Eligible Accounts as to Foreign Customers which may be considered eligible under this clause (g)(i) shall not exceed in the aggregate $20,000,000, or (ii) a Foreign Customer that does not have an Investment Grade Rating, unless, under this clause (g)(ii), in each case, the sale is on letter of credit, guarantee or banker's acceptance terms, in each case acceptable to Agent in its Permitted Discretion, or such Foreign Customer is otherwise acceptable in all respects to Agent in its Permitted Discretion (subject to such lending formula with respect to Accounts of such Foreign Customers as Agent may determine in its Permitted Discretion); or

(h) the sale to the Customer is on a bill-and-hold, guaranteed sale, sale-and-return, sale on approval, consignment or any other repurchase, return or contingent or conditional basis or is evidenced by chattel paper (unless such chattel paper is delivered to Agent);

(i) (i) the Customer is the United States of America, any state or any department, agency or instrumentality of any of them, unless the Borrower to whom such Account is owning has assigned its right to payment of such Account 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 (ii) if the account debtor is Her Majesty in right of Canada or any provincial or local Governmental Body, or any Ministry thereof, the Borrower to whom such Account is owing has assigned its rights

to payment of such Account to Agent pursuant to, and in accordance with the Financial Administration Act (Canada), as amended, or any similar applicable provincial or local law regulation or requirement if applicable, has been complied with in a manner reasonably satisfactory to Agent or has otherwise complied with other applicable statutes or ordinances;

(j) the goods giving rise to such Account have not been shipped and delivered to and accepted by the Customer or the services giving rise to such Account have not been performed by such Borrower and accepted by the Customer (such as advanced billings) or the Account otherwise does not represent a final sale;

(k) [Reserved];

(l) the Account is subject to any offset, deduction, defense, dispute, or counterclaim, the Customer is also a creditor or supplier of such Borrower or the Account is contingent in any respect or for any reason (each such offset, deduction, defense, dispute, counterclaim or contingency, a " Contra Claim" ; provided , that , such Accounts shall only be ineligible pursuant to this clause (l) to the extent of the aggregate amount of such Contra Claims;

(m) such Borrower has made any agreement with any Customer for any deduction therefrom, but only to the extent of such deductions, 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 Inventory has occurred the sale of which gave rise to such Account or such Account relates to a Customer whose obligation to pay is in any respect, conditional or subject to any such right of return, rejection, repossession or similar rights;

(o) such Account is not payable to such Borrower;

(p) in the case of any single Customer and its Affiliates, such Accounts constitute more than fifteen (15%) percent of all otherwise Eligible Accounts (but the portion of the Accounts not in excess of such percentage may be deemed Eligible Accounts);

(q) such Account consists of progress billings (such that the obligation of the Customer with respect to such Account is conditioned upon such Borrower's satisfactory completion of any further performance under the agreement giving rise thereto), bill and hold invoices or retainage invoices, except as to bill and hold invoices, if Agent shall have received an agreement in writing from the Customer, in form and substance reasonably satisfactory to Agent, confirming the unconditional obligation of the Customer to take the goods related thereto and pay such invoice;

(r) the Customer or any officer or employee of the Customer with respect to such Account is an officer, employee, agent or other Affiliate of any Loan Party or any Subsidiary of any Loan Party;

(s) there are any proceedings or actions known to such Borrower which are threatened or pending against the Customer with respect to such Accounts which could reasonably be expected to result in any material adverse change in any such account debtor's financial condition

(including, without limitation, any bankruptcy, dissolution, liquidation, reorganization or similar proceeding);

(t) the underlying sale and other documentation governing such Account do not provide that such Account must be paid by the Customer in US Dollars or Canadian Dollars; or

(u) the underlying sale and other documentation governing such Account are not governed by the laws of the United States of America or, for Customers located or incorporated (or other analogous term) in Canada, the laws of the United States or Canada.

The criteria for Eligible Accounts set forth above may only be changed and any new criteria for Eligible Accounts may only be established by Agent in its Permitted Discretion, and upon prompt notice to Administrative Borrower (which notice may be given either before or after such change is made), based on either: (i) an event, condition or other circumstance arising after the date hereof, or (ii) an event, condition or other circumstance existing on the date hereof to the extent Agent has no written notice thereof from such Borrower prior to the date hereof, in either case under clause (i) or (ii) which materially and adversely affects or could reasonably be expected to materially and adversely affect the Accounts as determined by Agent in its Permitted Discretion. Any Accounts which are not Eligible Accounts shall nevertheless be part of the Collateral. Agent shall provide Administrative Borrower with contemporaneous notice of any change in such criteria or new criteria established which changed or new criteria shall become effective no earlier than the third (3 rd) Business Day following delivery of such notice.

"Eligible Inventory" shall mean Inventory owned by a Borrower consisting of finished goods held for resale in the ordinary course of the business of such Borrower and raw materials for such finished goods, provided , that , in no event shall Inventory be Eligible Inventory if such Inventory:

(a) is work in process;

(b) is spare parts for equipment;

(c) is packaging and shipping materials;

(d) is supplies used or consumed in such Borrower's business;

(e) is not located at premises owned and controlled by such Borrower; except , that , Inventory at premises leased and controlled by such Borrower or Inventory at a warehouse owned and operated by a third Person on behalf of such Borrower, in each case that otherwise satisfies the criteria for Eligible Inventory, will be considered Eligible Inventory if (i) Agent has received and accepted a Collateral Access Agreement from the owner and lessor or operator of such premises, as the case may be, duly authorized, executed and delivered by such owner and lessor or operator, or (ii) Agent shall have established such Reserves in respect of amounts at any time due or to become due to the owner and lessor or operator thereof as Agent shall determine in its Permitted Discretion;

(f) is not subject to the first priority, valid and perfected Lien of Agent (other than Permitted Encumbrances; but without limiting the right of Agent to establish any Reserves with respect to Permitted Encumbrances);

(g) is not beneficially and legally owned solely by such Borrower;

(h) is bill and hold goods;

(i) is unserviceable, obsolete or slow moving Inventory or Inventory in a poor condition;

(j) is damaged and/or defective Inventory;

(k) is returned Inventory (other than undamaged and non-defective Inventory returned in the ordinary course of business that is held for resale in the ordinary course of business);

(l) is purchased or sold on consignment; or

(m) is located outside the continental United States of America or Canada.

The criteria for Eligible Inventory set forth above may only be changed and any new criteria for Eligible Inventory may only be established by Agent in its Permitted Discretion, and upon prompt notice to Administrative Borrower (which notice may be given before or after such change is made), based on either: (i) an event, condition or other circumstance arising after the date hereof, or (2) an event, condition or other circumstance existing on the date hereof to the extent Agent has no written notice thereof from Administrative Borrower prior to the date hereof, in either case under clause (i) or (ii) which materially and adversely affects or could reasonably be expected to materially and adversely affect the Inventory as determined by Agent in its Permitted Discretion. Any Inventory which is not Eligible Inventory shall nevertheless be part of the Collateral. Agent shall provide Administrative Borrower with contemporaneous notice of any change in such criteria or new criteria established which changed or new criteria shall become effective no earlier than the third (3 rd) Business Day following delivery of such notice.

"Environmental Complaint" shall have the meaning set forth in Section 4.18(d).

"Environmental Laws" shall mean all foreign, federal, state, provincial and local laws (including common law), legislation, rules, codes, licenses, permits (including any conditions imposed therein), authorizations, judicial or administrative decisions, injunctions or agreements between any Borrower or Guarantor and any Governmental Body, (a) relating to pollution and the protection, preservation or restoration of the environment (including air, water vapor, surface water, ground water, drinking water, drinking water supply, surface land, subsurface land, plant and animal life or any other natural resource), or to human health or safety, (b) relating to the exposure to, or the use, storage, recycling, treatment, generation, manufacture, processing, distribution, transportation, handling, labeling, production, release or disposal, or threatened release, of Hazardous Materials, or (c) relating to all laws with regard to recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Materials. The term "Environmental Laws" includes (i) the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act, the Federal Water Pollution Control Act of 1972, the Federal Clean Water Act, the Federal Clean Air Act, the Federal Resource Conservation and Recovery Act of 1976 (including the Hazardous and Solid Waste Amendments thereto), the Federal Solid Waste Disposal and the Federal Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, and the Federal Safe Drinking Water Act of 1974, the Canadian

Environmental Assessment Act, the Canadian Environmental Protection Act, the Transportation of Dangerous Goods Act, 1992, the Fisheries Act, the Migratory Birds Protection Act, 1994, the Species at Risk Act, the Hazardous Production Act, the Canada Shipping Act and the Canada Wildlife Act, the Environmental Assessment Act (Ontario), the Environmental Protection Act (Ontario), the Environmental Protection Act (Manitoba) and the Dangerous Goods Handling and Transportation Act (Manitoba), (ii) applicable state, provincial and local counterparts to such laws and (iii) any common law that may impose liability or obligations for injuries or damages due to, or threatened as a result of, the presence of or exposure to any Hazardous Materials.

"Equipment" shall mean and include as to each Loan Party, all of such Loan Party's, whether now owned or hereafter acquired and wherever located equipment, machinery, apparatus, motor vehicles, fittings, furniture, furnishings, fixtures, parts, accessories, and all other goods (other than Inventory) and all replacements and substitutions therefor or accessions thereto.

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

"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, with respect to any Loan Party, any trade or business (whether or not incorporated) that, together with such Loan Party, are treated as a single employer within the meaning of Sections 414(b), (c), (m) or (o) of the Code.

"ERISA Event" shall mean, with respect to any Loan Party or any ERISA Affiliate, (a) any event described in Section 4043(c) of ERISA with respect to a Title IV Plan, other than events for which the thirty (30) day notice period has been waived; (b) the withdrawal of any Loan Party or ERISA Affiliate from a Title IV Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer, as defined in Section 4001(a)(2) of ERISA; (c) the complete or partial withdrawal of any Loan Party or any ERISA Affiliate from any Multiemployer Plan; (d) the filing of a notice of intent to terminate a Title IV Plan or the treatment of a plan amendment as a termination under Section 4041 of ERISA; (e) the institution of proceedings to terminate a Title IV Plan or Multiemployer Plan by the PBGC; (f) the failure by any Loan Party or ERISA Affiliate to make when due required contributions to a Multiemployer Plan or Title IV Plan unless such failure is cured within thirty (30) days; (g) the imposition of a lien under Section 412 or 430 of the Code or Section 303 or 4068 of ERISA on any property (or rights to property, whether real or personal) of any ERISA Affiliate; (h) a Title IV Plan is in "at risk status" within the meaning of Code Section 430(i), (i) a Multiemployer Plan is in "endangered status" or "critical status" within the meaning of Code Section 432(b); (j) an ERISA Affiliate incurs a substantial cessation of operations within the meaning of ERISA Section 4062(e), with respect to a Title IV Plan; (k) any other event or condition that might reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Title IV Plan or Multiemployer

Plan or for the imposition of liability under Section 4069 or 4212(c) of ERISA; (l) the termination of a Multiemployer Plan under Section 4041A of ERISA or the reorganization or insolvency of a Multiemployer Plan under Section 4241 or 4245 of ERISA; or (m) the termination of a Plan described in Section 4064 of ERISA.

"Event of Default" shall mean the occurrence of any of the events set forth in Section 10.

"Excess Cash Flow" has the meaning as defined in the Second Lien Indenture as in effect on the date hereof.

"Excess Cash Flow Line Reduction" has the meaning set forth in Section 2.21.

"Excess Cash Flow Line Reduction Certificate" has the meaning set forth in Section 2.21.

"Exchange Rate" shall mean the prevailing spot rate of exchange of such bank as Agent may reasonably select for the purpose of conversion of one currency to another, at or around 12:00 p.m. Chicago time, on the date on which any such conversion of currency is to be made under this Agreement.

"Excluded Assets" shall mean:

(a) any Excluded Equity Interests;

(b) each instrument, contract (including each Intellectual Property-related contract and any Accounts and other Receivables arising under such contract), chattel paper, license, permit, General Intangible, and other agreement that is with, or issued by, a Person that is not a Loan Party or Affiliate of any Loan Party, but only while, and only to the extent that, the grant of a security interest therein pursuant to this Agreement would result in a default or penalty under, or a breach or termination of, such instrument, contract, chattel paper, license, permit, General Intangible, or other agreement (any such provisions that would result in any of the foregoing being referred to herein as a " Restriction "; and any such asset or property, or interest thereon, that is at any time subject to a Restriction being referred to herein as a " Restricted Asset "), except, in each case, to the extent that, pursuant to the Code or other applicable law, the grant of a security interest therein can be made without resulting in a default or penalty thereunder or breach or termination thereof; provided , that , none of the foregoing assets and properties, or interests therein, shall constitute Excluded Assets if (i) the Restriction applicable thereto has been waived or such other Person has otherwise consented to the creation hereunder of a security interest in such Restricted Asset, or (ii) such Restriction would be rendered ineffective pursuant to Section 9-406, 9-407, 9-408 or 9-409 of Article 9 of the UCC, as applicable, and as then in effect in any relevant jurisdiction, or any other applicable law (including the Bankruptcy Code) or principles of equity; provided further , that , (A) immediately upon the ineffectiveness, lapse or termination of any such Restriction with respect to a Restricted Asset (a " Non-Restricted Asset "), such Loan Party shall be deemed to have automatically, without further act by any Loan Party, Agent, Lenders or any other Person, granted a security interest in, all its rights, title and interests in and to such Non-Restricted Asset as if such Restriction had never been in effect; and (B) the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Agent's unconditional continuing security interest in and to all rights, title and interests of such Loan Party in or to any payment obligations or other rights to receive monies due or to become

due under any such Restricted Asset and in any such monies and other proceeds of such Restricted Asset;

(c) applications for any trademarks that have been filed with the U.S. Patent and Trademark Office on the basis of an "intent-to-use" with respect to such marks, unless and until a statement of use or amendment to allege use is filed and accepted by the U.S. Patent and Trademark Office or any other filing is made or circumstances otherwise change so that the interests of a Loan Party in such marks is no longer on an "intent-to-use" basis, at which time such marks shall automatically and without further action by the parties be subject to the security interests and liens granted by a Loan Party to Agent hereunder;

(d) Real Property now or hereafter owned by Loan Parties with a fair market value of less than $1,000,000 and, except for the leasehold interests described in the Houston Leasehold Mortgage and the Edmonton Leasehold Mortgage, all of Loan Parties' leasehold interests in Real Property;

(e) motor vehicles and other assets subject to certificates of title to the extent that a Lien therein cannot be perfected by the filing of a UCC-1 or PPSA financing statement;

(f) any commercial tort claim held by a Loan Party of less than $250,000;

(g) other assets of any Loan Party not specifically identified in this definition as to which the Administrative Agent and the Parent agree in writing that the costs of obtaining Lien therein or perfection thereof are excessive in relation to the value to the Lenders of the security to be afforded thereby; and

(h) any records specifically and exclusively relating to any of the foregoing.

"Excluded Equity Interests" shall mean voting Equity Interests issued by a Non-US Subsidiary that is a CFC representing in excess of sixty-five (65%) percent of the voting Equity Interests of such Non-US Subsidiary.

"Excluded Tax" shall mean, with respect to any Lender (as defined in Section 3.6) any Tax imposed on (or measured by) such Lender's gross revenues or net income (however denominated) and any franchise tax (in each case imposed in lieu of a net income tax) by any jurisdiction (or any political subdivision thereof) under the laws of which the Lender is organized or in which its principal office or its applicable lending office is located, and any branch profits taxes imposed on the Lender by the United States or any similar tax imposed on the Lender by a jurisdiction in which the Lender is resident for tax purposes.

"Existing Letters of Credit" shall mean, collectively, the Letters of Credit that were issued by an Issuer prior to the Closing Date for the account of a Borrower, or for which such Borrower is otherwise liable, and are listed on Schedule L-1 hereto, as the same now exist or may hereafter be amended, modified, supplemented, extended, or renewed.

"FATCA" shall mean Sections 1471 through 1474 of the Code and any regulations or official interpretations thereof (including any Revenue Ruling, Revenue Procedure, Notice or similar

guidance issued by the U.S. Internal Revenue Service thereunder as a precondition to relief or exemption from taxes under such provisions).

"Federal Funds Effective Rate" shall mean, for any period, a fluctuating interest rate per annum equal, for each day during such period, to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not published for any day that is a Business Day, the average of the quotations for such day on such transactions received by Agent from three (3) federal funds brokers of recognized standing selected by Agent.

"Fee Letter" shall mean the Fee Letter, dated as of the date hereof, by and among the Borrowers and Agent, as amended, restated, modified and supplemented from time to time.

"Financial Covenant Trigger Event" shall mean either (a) an Event of Default shall have occurred and be continuing or (b) Global Undrawn Availability is, on any date of determination, less than the greater of (i) ten (10%) percent of the lesser of (A) the Maximum Credit and (B) the Borrowing Base at such time, and (ii) $10,000,000; provided , that , any such Financial Covenant Trigger Event resulting solely from this clause (b) shall cease to exist to the extent that Global Undrawn Availability is greater than or equal to the greater of (A) ten (10%) percent of the lesser of (1) the Maximum Credit and (2) the Borrowing Base at such time, and (B) $10,000,000 for sixty (60) consecutive days during any applicable period after the occurrence of such Financial Covenant Trigger Event and no other Financial Covenant Trigger Event has occurred during such sixty (60) consecutive day period.

"First Lien Intercreditor Borrowing Base" shall mean the First Lien Borrowing Base, as such term is defined in the Intercreditor Agreement.

"Fixed Charge Coverage Ratio" shall mean, with respect to Loan Parties and their Subsidiaries on a consolidated basis, for any applicable period, the ratio of (a) EBITDA for such period minus an amount equal to the sum of (i) all cash Capital Expenditures made during such period, plus (ii) all taxes paid during such period in cash, plus (iii) all cash dividends or other cash distributions made on account of Parent's Equity Interests and all repurchases or redemptions of Equity Interests (other than those made to a Loan Party) made during such period, to (b) Fixed Charges for such period.

"Fixed Charges" shall mean, as to Loan Parties and their Subsidiaries determined on a consolidated basis, with respect to any period, the sum of, without duplication, (a) all Cash Interest Expense during such period, plus (b) all regularly scheduled (as determined at the beginning of the respective period) and mandatory principal payments of Money Borrowed, Indebtedness with respect to earn-outs and similar obligations owing by Loan Parties in connection with the Closing Date Acquisition and any Permitted Acquisition, and Indebtedness with respect to Capital Leases, in each case made or required to be made during such period (and without duplicating items in (a) and (b) of this definition, the interest component with respect to Indebtedness under Capital Leases) .

"GAAP" shall mean generally accepted accounting principles in the United States of America in effect from time to time, as may be amended from time to time by the Financial

Accounting Standards Board; provided , however , that , all calculations relative to liabilities shall be made without giving effect to Statement of Financial Accounting Standards No. 159; except , that , if there occurs after the date of this Agreement any change in GAAP that affects in any respect the calculation of any covenant contained in Section 6.8 hereof, Agent and the Borrowers shall negotiate in good faith amendments to 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 the Borrowers, after such change in GAAP conform as nearly as possible to their respective positions as of the date of this Agreement and, until any such amendments have been agreed upon, the covenants in Section 6.8 hereof shall be calculated on the basis of such principles in effect prior to such change and consistent with those used in the preparation of the most recent audited financial statements delivered to Agent prior to the date of such change.

"General Intangibles" shall mean and include as to each Loan Party all of such Loan Party's general intangibles (as such term is defined in the UCC), whether now owned or hereafter acquired including, without limitation, all payment intangibles, choses in action, commercial tort claims, causes of action, corporate or other business records, inventions, designs, patents, patent applications, equipment formulations, manufacturing procedures, quality control procedures, trademarks, service marks, trade secrets, goodwill, copyrights, design rights, registrations, licenses, franchises, customer lists, tax refunds, tax refund claims, computer programs and computer software, all claims under guaranties, Liens or other security held by or granted to such Loan Party to secure payment of any of the Receivables by a Customer, all rights of indemnification and all other intangible property of every kind and nature (other than Receivables).

"Global Excess Availability" shall mean the amount, as determined by Agent in its Permitted Discretion, calculated at any date, equal to: (a) the lesser of: (i) the Borrowing Base and (ii) the Maximum Revolving Advance Amount less Maximum Revolving Advance Amount Reserves (in each case under (i) and (ii), without duplication and without giving effect to Reserves in respect of outstanding Letters of Credit), minus (b) the sum of: (i) the amount of all then outstanding and unpaid Advances plus the amount of all then outstanding Letter of Credit Obligations, plus (ii) the aggregate amount of all then outstanding and unpaid trade payables and other obligations of Loan Parties which are either (A) past due beyond the due date therefor by at least forty-five (45) days or (B) have been invoiced and outstanding at least ninety (90) days past the invoice date therefor as of the end of the immediately preceding month or, at Agent's option, as of a more recent date based on such reports as Agent may from time to time specify (other than trade payables or other obligations being contested or disputed by Loan Parties in good faith).

"Global Excess Liquidity" shall mean the amount, as determined by Agent in its Permitted Discretion, calculated at any date, equal to the sum of: (a) Global Undrawn Availability plus (b) Qualified Cash.

"Global Undrawn Availability" shall mean, on any date of determination, as determined by Agent in its Permitted Discretion, calculated at any date, equal to: (a) the lesser of: (i) the Borrowing Base and (ii) the Maximum Revolving Advance Amount less Maximum Revolving Advance Amount Reserves (in each case under (i) and (ii), without duplication and without giving effect to Reserves in respect of outstanding Letters of Credit), minus (b) the sum of: (i) the amount of all then outstanding and unpaid Advances plus (ii) the amount of all then outstanding Letter of Credit Obligations.

"Governmental Body" shall mean any nation or government, any state or other political subdivision thereof or any entity exercising the legislative, judicial, regulatory or administrative functions of or pertaining to a government.

"Government Receivables" shall have the meaning set forth in Section 6.4.

"Guarantee" shall mean the guarantee set forth in Section 15 of this Agreement and any other guarantee of the Obligations of the Borrowers now or hereafter executed by a Guarantor in favor of Agent for its benefit and for the ratable benefit of Lenders.

"Guarantors" shall mean, collectively, the US Guarantors and the Canadian Guarantors; each sometimes referred to herein individually as a "Guarantor".

"Hazardous Discharge" shall have the meaning set forth in Section 4.18(d).

"Hazardous Substance" shall mean, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, Hazardous Wastes, hazardous or Toxic Substances as defined in CERCLA, the Hazardous Substances Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), RCRA or any other applicable Environmental Law and in the regulations adopted pursuant thereto.

"Hazardous Wastes" shall mean all waste materials subject to regulation under CERCLA, RCRA or applicable state or other law, and any other applicable federal, state or other laws now in force or hereafter enacted relating to hazardous waste disposal.

"Hedging Agreements" shall mean an agreement between any Loan Party 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.

"Houston Leasehold Mortgage" shall mean the Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing given by Parent for the benefit of Agent with respect to the premises located at 4669 Brittmoore Road, Houston, Texas 77041.

"Immaterial Subsidiaries" shall mean, as of any date, each Subsidiary of Loan Parties whose total assets, as of that date, are less than $1,000,000 and whose total revenues for the most recent twelve (12) month period do not exceed $1,000,000; provided , that , a Subsidiary of Loan Parties will not constitute an Immaterial Subsidiary if such Subsidiary, directly or indirectly, guarantees or otherwise provides direct credit support for any Indebtedness of Borrowers; provided , further , that, the revenues and total assets of all such Subsidiaries shall not exceed $2,500,000 in the aggregate; each sometimes referred to herein individually as an "Immaterial Subsidiary".

"Impacted Lender" shall mean any Lender that (a) is an Impaired Lender or (b) fails to promptly provide Agent, upon Agent's written request, reasonably satisfactory assurance that such Lender is not, and will not become, a Defaulting Lender or an Impaired Lender.

"Impaired Lender" shall mean any Lender (a) that has given verbal or written notice (and so long as such notice has not been retracted in writing) to any Borrower, the Agent or any other Lender or has otherwise publicly announced (and such announcement has not been retracted in writing) that such Lender believes it will fail to fund all payments required to be made by it or fund all purchases of participations required to be funded by it under this Agreement and the Other Documents, (b) as to which the Agent has (and for so long as Agent continues to have) a good faith belief that such Lender has defaulted in fulfilling its obligations (as a lender, agent or letter of credit issuer) under one or more other syndicated credit facilities and such obligations are not the subject of a good faith dispute by such Lender, or (c) with respect to which one or more Lender-Related Distress Events has occurred and are continuing with respect to such Person or any Person that directly or indirectly controls such Lender and Agent has determined that such Lender may become a Defaulting Lender. For purposes of this definition, control of a Person shall have the same meaning as provided in the definition of Affiliate.

"Indebtedness" of a Person at a particular date shall mean (a) all indebtedness for Money Borrowed of such Person whether direct or guaranteed; (b) that portion of obligations with respect to Capital Leases that is properly classified as a liability on a balance sheet in conformity with GAAP consistently applied; (c) notes payable and drafts accepted representing extensions of credit; (d) any obligation owed for all or any part of the deferred purchase price of property or services if the purchase price is due more than six (6) months from the date the obligation is incurred or is evidenced by a note or similar written instrument excluding trade payables in the ordinary course of business); (e) all indebtedness secured by any Lien on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is non-recourse to the credit of that Person; provided , that , if such indebtedness is not assumed by personal obligation of such Person then the amount of the indebtedness shall be the lesser of (i) the amount of such indebtedness and (ii) the book value of the asset securing such indebtedness; (f) any contractual obligation, contingent or otherwise, of such Person to pay or be liable for the payment of any indebtedness described in this definition of another Person, including, without limitation, any such indebtedness, directly or indirectly guaranteed, or any agreement to purchase, repurchase, or otherwise acquire such indebtedness, obligation or liability or any security therefor, or to provide funds for the payment or discharge thereof, or to maintain solvency, assets, level of income, or other financial condition; (g) all obligations evidenced by bonds, debentures, notes or similar instruments; (h) all reimbursement obligations and other liabilities of such Person with respect to surety bonds (whether bid, performance or otherwise), letters of credit, banker's acceptances, drafts or similar documents or instruments issued for such Person's account; (i) all obligations, liabilities and indebtedness of such Person (Net Marked-to-Market Exposure) arising under Hedging Agreements; and (j) the principal and interest portions of all rental obligations of such Person under any synthetic lease or similar off-balance sheet financing where such transaction is considered to be borrowed money for tax purposes but is classified as an operating lease in accordance with GAAP consistently applied, in each case whether such liabilities are present or future, actual or contingent and whether owned jointly or severally.

"Intellectual Property" shall mean, as to each Borrower and Guarantor, such Borrower's and Guarantor's now owned and hereafter arising or acquired: patents, patent rights, patent applications, copyrights, works which are the subject matter of copyrights, copyright applications, copyright registrations, trademarks, service marks, trade names, trade styles, trademark and service mark applications and designs, and licenses and rights to use any of the foregoing and all applications, registrations and recordings relating to any of the foregoing as may be filed in the United States Copyright Office, the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country or jurisdiction, together with all rights and privileges arising under applicable law with respect to any Borrower's or Guarantor's use of any of the foregoing; all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing; all rights to sue for past, present and future infringement of any of the foregoing; inventions, trade secrets, formulae, processes, compounds, drawings, designs, blueprints, surveys, reports, manuals, and operating standards; goodwill (including any goodwill associated with any trademark or service mark, or the license of any trademark or service mark); customer and other lists in whatever form maintained; trade secret rights, copyright rights, rights in works of authorship, domain names and domain name registrations; software and contract rights relating to computer software programs, in whatever form created or maintained.

"Interest Expense" shall mean, for any period, as to any Person, as determined in accordance with GAAP consistently applied, the total interest expense of such Person, whether paid or accrued during such period but without duplication (including the interest component of Capital Leases for such period). Notwithstanding the foregoing, during the first year of this Agreement only, the Interest Expense for the first three (3) quarters shall be calculated as follows: (a) for the first quarter during the first year of this Agreement, the Interest Expense shall be the total interest expense of such Person, whether paid or accrued during such quarter but without duplication (including the interest component of Capital Leases for such period) multiplied by four (4), (b) for the second quarter during the first year of this Agreement, the Interest Expense shall be the total interest expense of such Person, whether paid or accrued during the first and second quarter but without duplication (including the interest component of Capital Leases for such period) multiplied by two (2), and (c) for the third quarter during the first year of this Agreement, the Interest Expense shall be the total interest expense of such Person, whether paid or accrued during the first, second and third quarters but without duplication (including the interest component of Capital Leases for such period) multiplied by one and one-third (1 1/3 rd).

"Interest Period" shall mean the period provided for any LIBOR Rate Loan or BA Rate Loan pursuant to Section 2.2(b).

"Interest Rate" shall mean the Revolving Interest Rate.

"Inventory" shall mean and include as to each Loan Party, all of such Loan Party's now owned or hereafter acquired inventory (as such term is defined in the UCC), goods, merchandise and other personal property, wherever located, to be furnished under any contract of service or held for sale or lease, all raw materials, work in process, finished goods and materials and supplies of any kind, nature or description which are or might be used or consumed in such Loan Party's or business or used in selling or furnishing such goods, merchandise and other personal property, all other inventory of such Loan Party, and all documents of title or other documents representing them.

"Investment Conditions Precedent" shall mean (a) immediately prior to and after giving effect to any investment permitted under Section 7.4, no Event of Default shall exist or have occurred and be continuing, (b) Global Undrawn Availability for the thirty (30) consecutive days prior to any Permitted Acquisition, shall not be less than the greater of (i) twenty (20%) percent of the lesser of (A) the Maximum Credit and (B) the Borrowing Base at such time, and (ii) $20,000,000, (c) as of the date of and after giving effect to any such investment, Global Undrawn Availability shall not be less than the greater of (i) twenty (20%) percent of the lesser of (A) the Maximum Credit and (B) the Borrowing Base at such time, and (ii) $20,000,000, (d) Loan Parties and their Subsidiaries, on a consolidated basis, shall have a Fixed Charge Coverage Ratio (calculated as provided in Section 6.8) of 1.1:1.0 on the date of and on a pro forma basis for the trailing twelve (12) month period after giving effect to such proposed investment.

"Investment Grade Rating" shall mean a rating equal to or higher than Baa3 (or the equivalent) by Moody's Investors Service, Inc. and/or BBB- (or the equivalent) by Standard & Poor's Ratings Services, a division of The McGraw Hill Companies, Inc. (or such other comparable rating agency acceptable to Agent in its Permitted Discretion).

"Investment Property" shall mean any "investment property" as such term is defined in Section 9-102 of the UCC now owned or hereafter acquired by any Loan Party, wherever located, including (a) all securities, whether certificated or uncertificated, including stocks, bonds, interests in limited liability companies, partnership interests, treasuries, certificates of deposit, and mutual fund shares; (b) all securities entitlements of any Loan Party, including the rights of any Loan Party to any securities account and the financial assets held by a securities intermediary in such securities account and any free credit balance or other money owing by any securities intermediary with respect to that account; (c) all securities accounts of any Loan Party; iv) all commodity contracts of any Loan Party; and (d) all commodity accounts held by any Loan Party.

"IRS" shall mean the United States Internal Revenue Service.

"Issuer" shall mean Canadian Issuer or US Issuer, as the case may be.

"Judgment Currency" shall have the meaning set forth in Section 17.5.

"Lead Arrangers" shall mean Wells Fargo Capital Finance, LLC and Jefferies Finance LLC, in their capacities as joint lead arrangers.

"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.

"Lender Default" shall have the meaning set forth in Section 2.15(a).

"Lender-Related Distress Event" shall mean, with respect to any Lender or any Person that directly or indirectly controls such Lender (each a "Distressed Person"), a voluntary or involuntary case with respect to such Distressed Person under the Bankruptcy Code or any similar bankruptcy or insolvency laws of its jurisdiction of formation, or a custodian, conservator, receiver or similar official is appointed for such Distressed Person or any substantial part of such Distressed Person's assets, or such Distressed Person or any Person that directly or indirectly controls such Distressed

Person is subject to a forced liquidation, merger, sale or other change of control supported in whole or in party by guaranties or other support (including, without limitation, the nationalization or assumption of ownership or operating control by) the U.S. government or other Governmental Body, or such Distressed Person makes a general assignment for the benefit of creditors or is otherwise adjudicated as, or determined by any Governmental Body having regulatory authority over such Distressed Person or its assets to be, insolvent, bankrupt, or deficient in meeting any capital adequacy or liquidity standard of any such Governmental Body. For purposes of this definition, control of a Person shall have the same meaning as provided in the definition of Affiliate.

"Letter of Credit Application" shall have the meaning set forth in Section 2.9(a).

"Letter of Credit Fees" shall have the meaning set forth in Section 3.2(a).

"Letter of Credit Obligations" shall mean, collectively, the US Letter of Credit Obligations and the Canadian Letter of Credit Obligations.

"Letters of Credit" shall mean, collectively, all letters of credit denominated in US Dollars or Canadian Dollars (whether documentary or stand-by and whether for the purchase of inventory, equipment or otherwise) issued by an Issuer for the account of any Borrower pursuant to this Agreement, and all amendments, renewals, extensions or replacements thereof, and shall include the Existing Letters of Credit for all purposes of this Agreement.

"LIBOR" shall mean, for any Interest Period with respect to a LIBOR Rate Loan, a per annum rate of interest (rounded upward, if necessary, to the nearest one-eighth of one (1/8 th of 1%) percent), equal to the British Bankers' Association Interest Settlement Rate for the duration of the applicable Interest Period denominated in the relevant currency, taken at or about 1:00 p.m. (London time) on the date which is two (2) Business Days prior to the commencement of such Interest Period, as determined by Agent from time to time for purposes of providing quotations of interest rates applicable to deposits in the relevant currency in the London interbank market. In the event that such rate is not available at such time for any reason, then "LIBOR" with respect to such LIBOR Rate Loan for such Interest Period shall be the rate at which deposits in the relevant currency of $5,000,000 (or the US Dollar Equivalent thereof) and for a maturity comparable to such Interest Period are offered by the principal London office of Agent in immediately available funds in the London interbank market at approximately 1:00 p.m. (London time) on the day which is two (2) Business Days prior to the commencement of such Interest Period. If the Board of Governors imposes a Statutory Reserve with respect to LIBOR deposits and the applicable rate is determined by reference to the foregoing, then LIBOR shall be (a) the foregoing rate, divided by (b) the sum of one (1) minus the Statutory Reserve.

"LIBOR Rate Loan" shall mean an Advance that bears interest based on LIBOR.

"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, without limitation, 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 UCC, PPSA or

comparable law of any jurisdiction. Any reference to the Lien of Agent shall be construed in the broadest sense possible and shall in each case include a security interest and other Lien as the context implies.

"Line Decrease Notice" shall mean a written notice delivered by Administrative Borrower to Agent, pursuant to Section 2.21 of this Agreement, in the form attached as Exhibit D hereto.

"Loan Parties" shall mean, collectively, the US Loan Parties and the Canadian Loan Parties; each sometimes referred to herein individually as a "Loan Party".

"Material Adverse Effect" shall mean any event, change, condition, occurrence or circumstance which, either, individually or in the aggregate, has had, or could reasonably be expected to have, a material adverse effect on (a) the financial condition, operations, assets , or business of Loan Parties and their Subsidiaries taken as a whole, (b) any Loan Party's ability to pay the Obligations or to comply with this Agreement or any Other Document in accordance with the terms hereof or thereof, (c) the value of a material portion of the Collateral, or Agent's Liens on a material portion of the Collateral or the priority of any such Lien or (d) Agent's ability to realize on a material portion of the Collateral or otherwise enforce the terms of this Agreement or any of the Other Documents.

"Material Contracts" shall mean any contract or other agreement (other than this Agreement or the Other Documents), whether written or oral, to which any Loan Party is a party as to which the breach, nonperformance, cancellation or failure to renew by any party thereto would have a Material Adverse Effect.

"Maximum Credit" shall mean $100,000,000 (subject to adjustment as provided pursuant to the terms of Section 2.13, Section 2.20 and Section 2.21).

"Maximum Credit Increase Effective Date" shall have the meaning set forth in Section 2.20(c).

"Maximum Revolving Advance Amount" shall mean the US Revolving Loan Maximum Amount.

"Maximum Revolving Advance Amount Reserves" shall mean Reserves to the extent that such Reserves are in respect of amounts that may be payable to third parties and for which Agent elects from time to time in its Permitted Discretion to institute such Reserves against the Maximum Credit, in addition to instituting such Reserves against the Borrowing Base.

"Maximum Swingline Advance Amount" shall mean $10,000,000.

"Money Borrowed" shall mean (a) Indebtedness for borrowed money arising from the lending of money by any Person to any Loan Party or any of their respective Subsidiaries, (b) Indebtedness, whether or not in any such case arising from the lending by any Person of money to any Loan Party or any of their respective Subsidiaries, (i) which is represented by notes payable or drafts accepted that evidence extensions of credit, (ii) which constitutes obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) upon which interest charges are customarily paid (other than accounts payable) or that was issued or assumed as full or partial payment for

property, (c) reimbursement obligations with respect to letters of credit or guaranties of letters of credit, and (d) Indebtedness of any Loan Party or any of their respective Subsidiaries under any guarantee of obligations that would constitute Indebtedness for Money Borrowed under clauses (a), (b) or (c) hereof, if owed directly by any Loan Party or any of their respective Subsidiaries.

"Mortgage" shall mean each of the mortgages, deeds of trust, leasehold mortgages, leasehold deeds of trust, collateral assignments of leases or other real estate security documents delivered by any Loan Party to Agent on behalf of itself and Lenders with respect to the Real Property, all in form and substance reasonably satisfactory to Agent.

"Mortgaged Real Property" shall mean the Real Property of Loan Parties that is subject to a Mortgage.

"Multiemployer Plan" shall mean a "multiemployer plan" as defined in Sections 3(37) and 4001(a)(3) of ERISA.

"Net Income" shall mean, for any period, the aggregate income (or loss) of Loan Parties and their Subsidiaries for such period, all computed and calculated in accordance with GAAP consistently applied on a consolidated basis; provided , however , that, amounts in any such period in respect of (a) any non-cash charges associated with the sale or discontinuance of assets, businesses or product lines and (b) the cumulative effect of accounting changes shall be added, without duplication, to Net Income for such period.

"Net Liquidation Percentage" shall mean the percentage of the book value of Eligible Inventory that is estimated to be recoverable in an orderly liquidation of such Eligible Inventory, net of all associated costs and expenses of such liquidation, such percentage to be as determined from time to time by the most recent appraisal received by Agent, which appraisal shall (a) be reasonably satisfactory to Agent, (b) prepared by an appraisal company reasonably acceptable to Agent and (c) expressly provide that Agent is permitted to rely thereon.

"Net Marked-to-Market Exposure" of a Person shall mean, as of any date of determination, the excess (if any) of all unrealized losses over all unrealized profits of such Person arising from Hedging Agreements. "Unrealized losses" means the fair market value of the cost to such Person of replacing such Hedging Agreement as of the date of determination (assuming the Hedging Agreement were to be terminated as of that date), and "unrealized profits" means the fair market value of the gain to such Person of replacing such Hedging Agreement as of the date of determination (assuming such Hedging Agreement were to be terminated as of that date).

"Non-Restricted Asset" shall have the meaning as set forth in the definition of Excluded Assets.

"Non-US Loan Party" shall mean a Loan Party other than a US Loan Party.

"Non-US Subsidiary" shall mean any Subsidiary other than a US Subsidiary.

"Note" or "Notes" shall mean, individually or collectively, each Revolving Credit Note and the Swingline Note.

"Notice of Conversion" shall mean a notice duly executed by a Responsible Officer of Administrative Borrower appropriately completed and in substantially the form of Exhibit B .

"Obligations" shall mean and include (a) any and all of each Loan Party's Indebtedness and/or liabilities pursuant to or evidenced by this Agreement or any Other Documents to Agent, Lenders or any Issuer of every kind, nature and description, direct or indirect, secured or unsecured, joint, several, joint and several, absolute or contingent, due or to become due, now existing or hereafter arising, contractual or tortious, liquidated or unliquidated, regardless of how such indebtedness or liabilities arise (including all interest, fees and charges accruing after the commencement of any case or proceeding under the Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada) or any similar statute whether or not enforceable in such case or proceeding) and all obligations of any Loan Party to Agent, Lenders or any Issuer to perform acts or refrain from taking any action under this Agreement or any Other Documents, and (b) Bank Product Obligations solely for purposes of (i) Section 4.1 (and other Lien grants made by Loan Parties in the Other Documents to secure any and all of the Obligations), (ii) Sections 15 and 16, and (iii) defining "Senior Indebtedness," "First Lien Indebtedness", "First Lien Debt" or words of similar meaning in any subordination agreement or intercreditor agreement, in each case subject to the priority in right of payment set forth in Section 11.2; provided , that , as to any such Bank Product Obligations, the same shall only be included within the Obligations if (A) the applicable Bank Product Provider, other than Agent and its Affiliates, and the applicable Loan Party shall have delivered prompt written notice to Agent (but in no event later than ten (10) Business Days) that (1) such Bank Product Provider has entered into a transaction to provide Bank Products to such Loan Party, (2) the maximum dollar amount of Obligations arising thereunder to be included as a Reserve (the " Bank Product Amount "), together with the methodology used by such parties in determining the Bank Product Amount, subject in all events, however, to Agent's right, in its Permitted Discretion, to establish such Reserve as Agent shall at any time determine in its Permitted Discretion is appropriate to reflect the reasonably anticipated liabilities and obligations of Loan Parties with respect to such Bank Product then provided or outstanding, and (3) express agreement has been obtained from such Bank Product Provider and such Borrower or such other Loan Party that the Bank Product Obligations arising pursuant to such Bank Products provided to such Borrower or such other Loan Party constitute Obligations entitled to the benefits of the Liens of Agent granted hereunder, and Agent shall have acknowledged receipt of such notice in writing, (B) in no event shall any Bank Product Provider acting in such capacity to whom such Bank Product Obligations are owing be deemed a Lender for purposes hereof, except with respect to the Lien granted in favor of Agent, for itself and on behalf of each Secured Party, and in no event shall the approval of any such Person in its capacity as Bank Product Provider be required in connection with the release or termination of any security interest or other Lien of Agent or with respect to any other matter governed by this Agreement or any Other Document, and (C) Agent may terminate this Agreement and the Other Documents, along with any Liens granted under this Agreement and the Other Documents, without any notice to or consent by any Bank Product Provider, in its capacity as such, regardless of whether or not any Bank Product Obligations are outstanding. The Bank Product Amount may be changed from time to time upon written notice to Agent by a Bank Product Provider and any Loan Party owing Bank Product Obligations to such Bank Product Provider. No Bank Product Amount may be established or increased at any time that an Event of Default exists, or if a Reserve in such amount would cause Borrowing Availability to be less than zero (0).

"OFAC" shall mean the U.S. Department of the Treasury's Office of Foreign Assets Control.

"Operating Account" or "Operating Accounts" shall mean, individually or collectively, the operating accounts established and maintained by Loan Parties and which are designated as such and listed on Schedule 5.23 .

"Other Documents" shall mean any Note, the Pledge Agreements, the Questionnaire, any Guarantee, any Collateral Access Agreement, the Second Lien Intercreditor Agreement, and any and all other agreements, instruments and documents, including, without limitation, guaranties, pledges, security agreements, hypothecs, mortgages, deeds of trust, debentures, control agreements, other collateral documents, subordination agreements, intercreditor agreements, powers of attorney, consents, and all other writings heretofore, now or hereafter executed and/or delivered by any Loan Party to Agent or any Lender in respect of the transactions contemplated by this Agreement, in each case, as such agreements, instruments and documents are amended, restated, modified or supplemented from time to time.

"Parent" shall have the meaning set forth in the preamble to this Agreement and shall extend to all permitted successors and assigns of such Person.

"Parent Closing Material Adverse Effect" shall mean any event, change, condition, occurrence or circumstance which, either, individually or in the aggregate, has had, or could reasonably be expected to have, a material adverse effect on the business, assets, properties, liabilities, condition (financial or otherwise) or results of operations of the Parent and its Subsidiaries, taken as a whole; provided , that , in no event shall any of the following events, effects, occurrences, developments, changes or circumstances, either alone or in combination, be deemed to constitute, or be taken into account in determining or whether there has been or will be, a Parent Closing Material Adverse Effect: (a) changes in the Parent's common stock price or trading volume, in and of itself (provided , that , the facts and circumstances giving rise to such changes may be taken into account in determining whether there has occurred a Parent Closing Material Adverse Effect), (b) any failure by the Parent to meet published revenue or earnings projections, in and of itself (provided , that , the facts and circumstances giving rise to such changes may be taken into account in determining whether there has occurred a Parent Closing Material Adverse Effect), (c) changes in general economic conditions in the United States or any other country or region in the world, or changes in conditions in the global economy generally (to the extent such changes in each case do not disproportionately affect the Parent or any of its Subsidiaries relative to other companies in their industry), (d) changes in conditions in the financial markets, credit markets or capital markets in the United States or any other country or region in the world, including (i) changes in interest rates in the United States or any other country and changes in exchange rates for the currencies of any countries and (ii) any suspension of trading in securities (whether equity, debt, derivative or hybrid securities) generally on any securities exchange or over-the-counter market operating in the United States or any other country or region in the world (to the extent that such changes in each case do not disproportionately affect the Parent or any of its Subsidiaries relative to other companies in their industry), (e) changes in political conditions in the United States or any other country or region in the world (to the extent such changes in each case do not disproportionately affect the Parent or any of its Subsidiaries relative to other companies in their industry), (f) acts of war, sabotage or terrorism (including any escalation or general worsening of any such acts of war, sabotage or terrorism) in the United States or any other country or region in the world (to the extent such events in each case do not disproportionately affect the Parent or any of its Subsidiaries relative to other companies in their industry), (g) changes directly attributable to the announcement of the Closing Date Acquisition

Agreement and related financing or the pendency or consummation of the transactions contemplated thereby, (h) changes in law, regulation or other legal or regulatory conditions (or the interpretation thereof) (to the extent such changes do not disproportionately affect the Parent or any of its Subsidiaries relative to other companies in their industry), or (i) changes in GAAP or other accounting standards (or the interpretation thereof).

"Participant" shall mean each Person who shall be granted the right by any Lender to participate in any of the Advances or Commitments of such Lender and who shall have entered into a participation agreement in form and substance reasonably satisfactory to such Lender.

"Payment Accounts" shall mean, collectively, the US Payment Account and the Canadian Payment Account; sometimes individually referred to as a "Payment Account".

"Payment in Full" or "Paid in Full" shall mean (a) all Commitments have been terminated or expired and (b) all of the Obligations have been paid in full in cash (or with respect to this clause (b), (i) in the case of outstanding Letters of Credit, Borrowers have furnished to Agent either, (A) the original Letter of Credit from the beneficiary thereof for immediate and complete termination or (B) as selected by Agent, either (1) cash collateral in an amount not less than one hundred and five (105%) percent of the aggregate undrawn amount of all Letters of Credit (pursuant to cash collateral arrangements to be in form and substance reasonably satisfactory to Agent) or (2) back-up letters of credit in form and substance reasonably satisfactory to Agent, and from an issuer reasonably acceptable to Agent, in an amount not less than one hundred and five (105%) percent of the aggregate undrawn amount of all Letters of Credit and (ii) in the case of any other contingent Obligations (including without limitation Bank Product Obligations, except to the extent not required by Agent), each Loan Party shall have furnished Agent and Lenders with cash collateral or an indemnification from a Person, and pursuant to terms and conditions, in each case which are satisfactory to Agent in all respects).

"PBGC" shall mean the Pension Benefit Guaranty Corporation.

"Permitted Acquisition" shall mean the purchase by a Borrower or wholly-owned Subsidiary of Borrower that is a Loan Party after the date hereof of all or substantially all of the assets or property or all of the Equity Interests of any Person or any business unit or division of such Person (such assets or Person being referred to herein as the " Target "), or the merger with a Target by a Borrower or wholly-owned Subsidiary of a Borrower that is a Loan Party, subject to the satisfaction of each of the following conditions:

(a) Agent shall receive at least thirty (30) days' prior written notice of such proposed Permitted Acquisition, which notice shall include a reasonably detailed description of such proposed Permitted Acquisition;

(b) the Target's assets shall only comprise a business of the type engaged in by Loan Parties as of the date hereof or ancillary businesses reasonably related to the business engaged in by Loan Parties as of the date hereof, and which business would not subject Agent or any Lender to regulatory or third party approvals in connection with the exercise of its rights and remedies under this Agreement or any Other Documents other than approvals applicable to the exercise of such rights and remedies with respect to Loan Parties prior to such proposed Permitted Acquisition;

(c) the total cash and non-cash consideration paid by Loan Parties and their Subsidiaries (including, without limitation, assumption or incurrence of all Indebtedness (including without limitation earn-outs and deferred purchase price obligations) for (i) all Permitted Acquisitions shall not exceed $150,000,000 in the aggregate during the Term or (ii) any Permitted Acquisition shall not exceed $60,000,000 during any twelve (12) consecutive month period;

(d) (i) immediately prior to and after giving effect to any Permitted Acquisition, no Event of Default shall exist or have occurred and be continuing (ii) Global Undrawn Availability for the sixty (60) consecutive days prior to any Permitted Acquisition, shall not be less than the greater of (A) seventeen and one-half (17.5%) percent of the lesser of (1) the Maximum Credit and (2) the Borrowing Base at such time, and (B) $17,500,000; and (iii) as of the date of and after giving effect to any Permitted Acquisition, Global Undrawn Availability shall not be less than the greater of (A) seventeen and one-half (17.5%) percent of the lesser of (1) the Maximum Credit and (2) the Borrowing Base at such time, and (B) $17,500,000;

(e) Loan Parties and their Subsidiaries (including the Target), on a consolidated basis, shall have a Fixed Charge Coverage Ratio (calculated as provided in Section 6.8) of 1.1:1.0 on the date of and on a pro forma basis for the trailing twelve (12) month period after giving effect to such proposed Permitted Acquisition;

(f) Target must have had a positive EBITDA on a cumulative basis for the immediately preceding four (4) fiscal quarters and no more than one (1) fiscal quarter during such four fiscal quarter period may have a negative EBITDA;

(g) at or prior to the closing of such proposed Permitted Acquisition, (i) if the Target will be a US Subsidiary of Parent, Agent, for the ratable benefit of each Secured Party, will be granted a first priority perfected Lien (subject to Permitted Encumbrances) in all Collateral to be acquired in connection therewith and each Person acquired in connection therewith shall have joined this Agreement as a Guarantor and each Loan Party and each Person acquired in connection therewith shall have executed (or caused to be executed) such documents and taken such actions as may be required by Agent in its Permitted Discretion in connection therewith and (ii) if the Target will be a first-tier Non-US Subsidiary of Parent, Agent, for the ratable benefit of each Secured Party, will be granted a first priority perfected Lien upon the Equity Interests of the Target to the extent that such Equity Interests are not Excluded Equity Interests;

(h) such proposed Permitted Acquisition shall not be hostile and, prior to its closing, shall have been approved by the board of directors (or other similar body) and/or the stockholders or other equity holders of the Target;

(i) all material consents necessary for such proposed Permitted Acquisition have been acquired and such proposed Permitted Acquisition is consummated in accordance with the applicable acquisition documents (as amended or modified) and applicable law;

(j) each of the representations and warranties made by any Loan Party in or pursuant to this Agreement and any Other Document 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 or any Other Document shall be

true and correct in all material respects (without duplication of any materiality qualifiers already set forth therein) on and as of such date such proposed Permitted Acquisition is consummated both before and after giving effect thereto as if made on and as of such date, except to the extent that such representations and warranties expressly relate solely to an earlier date (in which case such representations and warranties shall have been true and correct in all material respects (without duplication of any materiality qualifiers already set forth therein) on and as of such earlier date);

(k) Administrative Borrower shall have delivered to Agent, in form and substance reasonably satisfactory to Agent:

(i) a pro forma consolidated balance sheet, income statement and cash flow statement of Parent and its Subsidiaries (the " Acquisition Pro Forma "), based on recent financial statements, which shall be complete and shall fairly present in all material respects the assets, liabilities, financial condition and results of operations of Parent and its Subsidiaries in accordance with GAAP consistently applied, but taking into account such proposed Permitted Acquisition and the funding of all Advances in connection therewith, and such Acquisition Pro Forma shall reflect that (A) Global Excess Availability criteria set forth above has been satisfied, and (B) on a pro forma basis, no Default or Event of Default has occurred and is continuing or would result after giving effect to such proposed Permitted Acquisition and Borrowers would have been in compliance with the financial covenants set forth in Section 6.8 for the four (4) quarter period reflected in the Compliance Certificate most recently delivered to Agent pursuant to Section 9.7 prior to the consummation of such proposed Permitted Acquisition (after giving effect to such proposed Permitted Acquisition and all Advances funded in connection therewith as if made on the first (1 st) day of such period);

(ii) updated versions of the most recently delivered projections delivered pursuant to Section 5.5(b) covering the one (1) year period commencing on the date of such proposed Permitted Acquisition and otherwise prepared in accordance with such projections (the " Acquisition Projections ") and based upon historical financial data of a recent date reasonably satisfactory to Agent, taking into account such proposed Permitted Acquisition; and

(iii) a certificate of the chief financial officer of Parent and each Borrower to the effect that: (A) each Loan Party (after taking into consideration all rights of contribution and indemnity such Loan Party has against each other Loan Party) will be Solvent upon the consummation of such proposed Permitted Acquisition; (B) the Acquisition Pro Forma fairly presents in all material respects the financial condition of Loan Parties and their Subsidiaries (on a consolidated basis) as of the date thereof after giving effect to such proposed Permitted Acquisition; and (C) the Acquisition Projections are reasonable estimates based on the then available information of the future financial performance of Loan Parties and their Subsidiaries subsequent to the date thereof based upon the historical performance of Loan Parties, their Subsidiaries and the Target and show that Loan Parties and their Subsidiaries shall continue to be in compliance with the financial covenants set forth in Section 6.8 for the remainder of the period set forth in such projections based on the then available information;

(l) on or prior to the date of such proposed Permitted Acquisition, Agent shall have received, in form and substance reasonably satisfactory to Agent, copies of the acquisition agreement (which shall allow collateral assignments of Loan Parties rights thereunder in favor of the

Agent and the Lenders) or merger agreement, as applicable, and all related agreements and instruments, and all opinions, certificates, lien search results and other documents reasonably requested by Agent; and

(m) concurrently with consummation of such proposed Permitted Acquisition, Administrative Borrower Representative shall have delivered to Agent a certificate stating that the foregoing conditions have been satisfied.

Notwithstanding anything to the contrary contained in this definition, if Administrative Borrower requests that any assets acquired pursuant to any Permitted Acquisition be included in the Borrowing Base, Agent shall initiate, within thirty (30) days of such request, an appraisal, field examination or collateral audit (as the case may be) with respect to the business and assets of the Target in accordance with Agent's customary procedures and practices and as otherwise required by the nature and circumstances of the business of the Target, the scope and results of which shall be reasonably satisfactory to Agent, and which shall have been completed, before such assets may be included in the Borrowing Base. Any Accounts or Inventory of the Target shall only be Eligible Accounts or Eligible Inventory to the extent that (i) the Target (if its Equity Interests have been acquired in such Permitted Acquisition) or the Subsidiary of Loan Parties which has acquired the Target's assets and properties shall have become a Borrower under this Agreement in accordance with Section 17.2, (ii) Agent has so completed such appraisal, field examination or collateral audit (as the case may be) with respect thereto and (iii) the criteria for Eligible Accounts or Eligible Inventory (as applicable) set forth herein are satisfied with respect thereto in accordance with this Agreement.

"Permitted Discretion" shall mean a determination made by the Agent in the exercise of reasonable (from the perspective of an asset-based secured lender) business judgment.

"Permitted Encumbrances" shall mean:

(a) Liens in favor of Agent for the benefit of each Secured Party, which, in each case, secure Obligations;

(b) Liens for taxes, assessments or other governmental charges ("Tax Lien") not delinquent or being contested in good faith and by appropriate proceedings by the applicable Loan Party or Subsidiary of a Loan Party and with respect to which proper reserves have been taken by Loan Parties and the Subsidiaries; provided , that , the Tax Lien shall have no effect on the priority of the Liens in favor of Agent or the value of the Collateral in which Agent has such a Lien and a stay of enforcement of any such Tax Lien shall be in effect;

(c) deposits or pledges to secure obligations under worker's compensation, social security or similar laws, or under unemployment insurance, in each case made in the ordinary course of business and excluding deposits, liens or pledges under ERISA;

(d) deposits or pledges of cash to secure bids, tenders, contracts (other than contracts for the repayment of money), leases, statutory obligations, surety and appeal bonds and other obligations of like nature arising in the ordinary course of the applicable Loan Party's or Subsidiary's business;

(e) mechanics', workers', materialmen's, carriers', warehousemen's, landlords or other like Liens arising in the ordinary course of the applicable Loan Party's or Subsidiary's business with respect to obligations which are not incurred in connection with the borrowing of money that in the aggregate do not materially interfere with the conduct of the business of the applicable Loan Party or any Subsidiary or materially impair the value of the property or assets subject to such Liens; provided , that , such Lien shall have no effect on the priority of the Liens in favor of Agent on Collateral included in the Borrowing Base;

(f) Liens placed upon fixed assets hereafter acquired by any Loan Party or any Subsidiary to secure a portion of the purchase price thereof; provided , that , (i) any such Lien shall not encumber any other property of Loan Parties or their Subsidiaries and (ii) the aggregate amount secured by such Liens shall not exceed the applicable amount provided for in Section 7.8(b);

(g) Liens in existence on the date hereof that are disclosed on Schedule 7.2 ;

(h) Liens on amounts deposited as security for surety or appeal bonds in connection with obtaining such bonds in the ordinary course of business;

(i) with respect to any Real Property, Liens consisting of easements, rights of way, licenses, covenants, zoning restrictions and other restrictions affecting the use of Real Property that do not materially impair the use or operation thereof;

(j) Liens and customary rights of setoff on Depository Accounts granted or arising in the ordinary course of business in favor of depositary banks maintaining such Depository Accounts solely to the extent they secure customary account fees and charges payable in respect of such Depository Accounts;

(k) non-consensual statutory Liens (other than Liens securing the payment of taxes or matters relating to ERISA or Canadian Pension Plans) arising in the ordinary course of a Loan Party or Subsidiary's business; provided , that , the execution of such Liens is effectively stayed, such Liens are being contested in good faith by appropriate proceedings and the applicable Loan Party has established adequate reserves therefor on its books in accordance with GAAP;

(l) Liens arising from (i) operating leases with respect to assets which are not owned by any Loan Party or any Subsidiary and the precautionary UCC financing statement and PPSA financing statement filings in respect thereof and (ii) equipment or other materials which are not owned by any Loan Party or Subsidiary located on the premises of such Loan Party or Subsidiary (but not in connection with, or as part of, the financing thereof) from time to time in the ordinary course of business and consistent with current practices of Loan Parties and their Subsidiaries and the precautionary UCC financing statement and PPSA financing statement filings in respect thereof;

(m) judgments and other similar Liens arising in connection with court proceedings that do not constitute an Event of Default;

(n) Liens of a collection bank arising under Section 4-210 of the UCC on items in the course of collection;

(o) Liens in favor of customs and revenue authorities arising as a matter of law to secure custom duties which are not past due in connection with the importation of goods by Loan Parties or their Subsidiaries in the ordinary course of business;

(p) Liens on specific fixed assets (as opposed to any blanket lien on any asset type) acquired pursuant to a Permitted Acquisition in existence at the time such assets are acquired pursuant to such Permitted Acquisition and not created in contemplation thereof; provided , that , such Liens do not encumber any Accounts, Inventory or other assets included in the Borrowing Base, and such Liens do not attach to any assets other than the assets acquired pursuant to such Permitted Acquisition;

(q) receipt of deposits and advances from customers in the ordinary course of business which may create an interest in the Inventory to be sold to such customers, but which do not constitute contractual Liens granted by a Loan Party or any Subsidiary; and

(r) Liens securing Indebtedness of a Subsidiary to a Borrower;

(s) Liens attaching solely to the property and assets of any Non-US Subsidiary which is not a Loan Party securing Indebtedness for borrowed money of any such Non-US Subsidiary of not more than $25,000,000 in the aggregate at any time outstanding for all such Non-US Subsidiaries as permitted under Section 7.8(l); and

(t) Liens in the Collateral securing Indebtedness of any Loan Party under the Second Lien Loan Documents.

"Person" shall mean any individual, sole proprietorship, partnership, corporation, company, business trust, joint stock company, trust, unincorporated organization, association, limited liability company, institution, public benefit corporation, joint venture, entity or government (whether federal, state, county, city, municipal or otherwise, including any instrumentality, division, agency, body or department thereof).

"Plan" shall mean any employee benefit plan within the meaning of Section 3(3) of ERISA, maintained for employees of Loan Parties or any member of the Controlled Group or any such Plan to which any Loan Party or any member of the Controlled Group is required to contribute on behalf of any of its employees.

"Pledge Agreements" shall mean the Pledge and Security Agreements, each dated as of the Closing Date, executed by Parent and each of its US Subsidiaries that has Subsidiaries in favor of Agent, pledging and granting to Agent, for the benefit of Secured Parties, as security for the US Obligations, a Lien in all Equity Interests owned by Parent and such US Subsidiaries in their respective US Subsidiaries and sixty-five (65%) percent of the Equity Interests owned by Parent and such US Subsidiaries in their respective non-US Subsidiaries, as the same may hereafter be amended, modified, supplemented, renewed, restated or replaced.

"PPSA" shall mean the Personal Property Security Act (Ontario), the Personal Property Security Act (Manitoba), the Civil Code of Quebec or any other applicable Canadian federal or provincial statute pertaining to the granting, perfecting, priority or ranking of security interests, liens, hypothecs on personal property, and any successor statutes, together with any regulations thereunder,

in each case as in effect from time to time. References to sections of the PPSA shall be construed to also refer to any successor sections.

"Prior Defaulting/Impacted Lender" shall mean, as of any date, a Lender that is not then a Defaulting Lender or an Impacted Lender but was a Defaulting Lender or an Impacted Lender at any time during the past three hundred sixty-five (365) days.

"Priority Payables" shall mean, as to any Borrower or Guarantor at any time, (a) the full amount of the liabilities of such Borrower or Guarantor at such time which (i) have a trust imposed to provide for payment or a security interest, pledge, lien, hypothec or charge ranking or capable of ranking senior to or pari passu with security interests, liens, hypothecs or charges securing the Obligations under federal, state, provincial, county, district, municipal, or local law in Canada or (ii) have a right imposed to provide for payment ranking or capable of ranking senior to or pari passu with the Obligations under local, provincial or national law, regulation or directive, including, but not limited to, claims for unremitted and/or accelerated rents, taxes, wages, withholding taxes, VAT and other amounts payable to an insolvency administrator, employee withholdings or deductions and vacation pay, workers' compensation obligations, government royalties or pension fund obligations in each case to the extent such trust, or security interest, lien or charge has been or may be imposed and (b) the amount equal to the percentage applicable to Inventory in the calculation of the Canadian Borrowing Base multiplied by the aggregate Value of the Eligible Inventory which Agent, in its Permitted Discretion, considers is or may be subject to retention of title by a supplier or a right of a supplier to recover possession thereof, where such supplier's right has priority over the security interests, liens or charges securing the Obligations, including, without limitation, Eligible Inventory subject to a right of a supplier to repossess goods pursuant to Section 81.1 of the Bankruptcy and Insolvency Act (Canada) or any applicable laws granting revendication or similar rights to unpaid suppliers or any similar laws of Canada or any other applicable jurisdiction (provided , that , to the extent such Inventory has been identified and has been excluded from Eligible Inventory, the amount owing to the supplier shall not be considered a Priority Payable).

"Pro Forma Balance Sheet" shall have the meaning set forth in Section 5.5(a).

"Protective Advances" shall have the meaning set forth in Section 2.11.

"Purchasing Lender" shall have the meaning set forth in Section 17.3(c).

"Qualified Assignee" shall mean (a) any Lender (other than a Defaulting Lender, an Impacted Lender or a Prior Defaulting/Impacted Lender), any Controlled Affiliate of any Lender (other than a Defaulting Lender, an Impacted Lender or a Prior Defaulting/Impacted Lender) and any Approved Fund (other than with respect to a Defaulting Lender, an Impacted Lender or a Prior Defaulting/Impacted Lender); and (b) any other Person consented to by (i) Agent, which consent of Agent shall not be unreasonably withheld, conditioned or delayed, and (ii) so long as no Event of Default has occurred and is continuing and such assignment is not being made in connection with an assignment, sale or transfer of a portfolio of loans by the assigning, selling or transferring Lender, by Administrative Borrower, which consent of Administrative Borrower shall not be unreasonably withheld, conditioned or delayed (except , that , Administrative Borrower, for itself and on behalf of Borrowers, shall be deemed to have consented to any such assignment unless Administrative Borrower shall have objected thereto by written notice to Agent within five (5) Business Days after

having received notice thereof); provided , that , (A) no Person (or Affiliate of such Person) proposed to become a Lender after the Closing Date that holds any (1) Indebtedness that is contractually subordinated to any or all of the Obligations, (2) secured Indebtedness that is subject to any contractual Lien subordination to the Liens securing any or all of the Obligations or (3) Equity Interests issued by any Loan Party shall be a Qualified Assignee unless consented to by Agent in its sole discretion, (B) no Person proposed to become a Lender after the Closing Date and determined by Agent to be acting in the capacity of a vulture fund or distressed debt purchaser shall be a Qualified Assignee, (C) no Person that is designated as a competitor of Borrowers as set forth on Schedule 17.3 hereto (which Schedule may be updated in writing at any time and from time to time by Administrative Borrower), and (D) no Loan Party shall be a Qualified Assignee; except , that , Qualified Assignee may include a competitor of Borrowers as set forth on Schedule 17.3 hereto if (1) Borrowers shall have approved in writing an assignment to such competitor, (b) an Event of Default exists under Sections 10.6 hereof, or (2) after the receipt by Administrative Borrower from Agent of written notice of the occurrence of an Event(s) of Default (other than under Sections 10.6 hereof), which Event(s) of Default remain uncured, unremedied or unwaived for a period of ninety (90) days, the assigning Lender shall provide Administrative Borrower and Agent with ten (10) Business Days' prior written notice of its intended assignment to a competitor, at which time such assignment may be made to such competitor unless Borrowers shall have paid and satisfied in full in immediately available funds all of the Obligations and terminated this Agreement and the other Financing Agreements in accordance with Section 13.1 hereof.

"Qualified Cash" shall mean, as of any date determined by Agent, the aggregate amount of unrestricted cash and Cash Equivalents of Borrowers that is subject to a perfected first priority security interest and lien in favor of Agent.

"Quarterly Average Undrawn Availability" shall mean, for any calendar quarter, the average of the aggregate amount of Global Undrawn Availability for such calendar quarter.

"Questionnaire" shall mean the Collateral Certificate dated as of the date hereof executed by each Loan Party in favor of the Agent.

"RCRA" shall mean the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as same may be amended from time to time.

"Real Property" shall mean all of each Loan Party right, title and interest in and to its owned and leased premises.

"Receivables" shall mean and include, as to each Loan Party, all of such Loan Party's Accounts, Contract Rights, instruments (including promissory notes and instruments evidencing indebtedness owed to Loan Parties by their Affiliates), documents, chattel paper (whether tangible or electronic), general intangibles (including, without limitation, payment intangibles) relating to Accounts, drafts and acceptances, proceeds of such Loan Party's business interruption insurance and all other forms of obligations owing to such Loan Party arising out of or in connection with the sale, lease or other disposition of Inventory or the rendition of services, all guarantees and other security therefor, whether secured or unsecured, now existing or hereafter created, and whether or not specifically sold or assigned to Agent hereunder.

"Related Agreements" shall mean the Second Lien Loan Documents, the Senior Unsecured Notes Documents, and the Closing Date Acquisition Documents.

"Related Transactions" shall mean the transactions contemplated by the Related Agreements.

"Release" shall have the meaning set forth in Section 5.7(c).

"Reportable Event" shall mean a reportable event described in Section 4043(b) of ERISA or the regulations promulgated thereunder.

"Required Lenders" shall mean (a) if there are three (3) or more Lenders, at least two (2) or more Lenders having Commitment Percentages the aggregate amount of which exceeds fifty (50%) percent, and (b) if there are either one (1) or two (2) Lenders, all Lenders.

"Reserves" shall mean such reserves as Agent may from time to time establish in its Permitted Discretion, including, without limitation, reserves for (a) matters that could adversely affect the Collateral, its value or the amount that Agent and the Lenders might receive from the sale or other disposition thereof or the ability of Agent to realize thereon, (b) sums that Loan Parties or any of their Subsidiaries are required to pay under any provision of this Agreement or any Other Document or otherwise (such as taxes, assessments, payroll, insurance premiums, amounts owing to customs brokers, or, in the case of leased assets, rents or other amounts payable under such leases or, in the case of license agreements, royalties or other amounts payable under such license agreements), (c) amounts owing by any Loan Party to any Person to the extent secured by a Lien on, or trust over, any of the Collateral or over any assets or properties of any Customer of any Loan Party (such as Liens or trusts in favor of landlords, warehousemen, carriers, mechanics, materialmen, laborers, or suppliers, or Liens or trusts for ad valorem, income, payroll, excise, sales, pension plan obligations or other taxes), including without limitation any Permitted Encumbrance and Priority Payables, (d) amounts believed by the Agent to be necessary to provide for possible inaccuracies, in any report or in any information provided to the Agent pursuant to this Agreement, (e) dilution with respect to Accounts of the Borrowers (based on the ratio of the aggregate amount of non-cash reductions in Accounts of the Borrowers for any period to the aggregate dollar amount of sales of the Borrowers for such period) calculated by Agent for any period that is or is reasonably anticipated to be greater than five (5%) percent, (f) the Canadian Inventory Reserve, and (g) Bank Product Obligations to the extent that such Bank Product Obligations constitute Obligations as such term is defined herein or otherwise receive the benefit of the security interest of Agent in any Collateral. The amount of any Reserve established by Agent shall have a reasonable relationship to the event, condition or other matter which is the basis for such reserve as determined by Agent in its Permitted Discretion and to the extent that such Reserve is in respect of amounts that may be payable to third parties, Agent may, at its option, deduct such Reserve from the US Revolving Loan Borrowing Limit or Canadian Revolving Loan Maximum Amount, as applicable, at any time that such limit is less than the amount of the Canadian Borrowing Base with respect to the Canadian Borrowers and the US Borrowing Base with respect to the US Borrowers, as applicable.

"Responsible Officer" shall mean with respect to any Person, such Person's chief executive officer, president, chief operating officer, chief financial officer or other officer having substantially the same authority and responsibility with respect to the matters at hand (or having substantially the same knowledge of the contents of the certificate, document or other document being delivered).

"Restricted Accounts" shall mean deposit accounts or other accounts (a) established and used (and at all times will be used) solely for the purpose of paying current payroll obligations of Loan Parties (and which do not (and will not at any time) contain any deposits other than those necessary to fund current payroll), in each case in the ordinary course of business, (b) maintained (and at all times will be maintained) solely in connection with an employee benefit plan, but solely to the extent that all funds on deposit therein are solely held for the benefit of, and owned by, employees (and will continue to be so held and owned) pursuant to such plan, and (c) used in the ordinary course of business for petty cash, the balance of which shall not exceed $500,000 in the aggregate at any time; provided , that , without limiting the foregoing, in order for any such deposit account or other account to constitute a " Restricted Account ", such deposit or other account must be expressly designated as a " Restricted Account " on Schedule 5.23 (as such schedule may from time to time be updated in accordance with Section 5.23), which designation shall constitute a representation and warranty by each Loan Party that such deposit account or other account satisfies the criteria set forth in this definition to constitute a "Restricted Account".

"Restricted Asset" shall have the meaning as set forth in the definition of Excluded Assets.

"Restriction" shall have the meaning as set forth in the definition of Excluded Assets.

"Revolver Commitment" shall mean, with respect to each Lender, its Revolver Commitment, and, with respect to all Lenders, their Revolver Commitments, and without duplication, the commitment of each Lender to purchase a participation in the Swingline Advances pursuant to Section 2.1(d), in each case in the aggregate amounts set forth beside such Lender's name under the applicable heading on Schedule C-1 or in the Commitment Transfer Supplement pursuant to which such Lender became a Lender hereunder, as such amounts may be reduced or increased from time to time pursuant to assignments made in accordance with the provisions of this Agreement (subject to adjustment as provided pursuant to the terms of Section 2.13, Section 2.20 and Section 2.21).

"Revolving Advances" shall mean Advances made pursuant to Section 2.1 (and shall also include Protective Advances and Swingline Advances to the extent the context implies such).

"Revolving Credit Note" shall have the meaning set forth in Section 2.1(a).

"Revolving Interest Rate" shall mean an interest rate per annum equal to (a) as to US Base Rate Loans, a rate equal to the US Base Rate plus the Applicable Margin for Base Rate Loans, (b) as to Canadian Base Rate Loans, a rate equal to the Canadian Base Rate plus the Applicable Margin for Base Rate Loans, and (c) as to LIBOR Rate Loans, a rate equal to the LIBOR Rate plus the Applicable Margin for LIBOR Rate Loans (in each case, based on the LIBOR Rate applicable for the Interest Period selected by Borrowers (or Administrative Borrower on behalf of Borrowers) as in effect two (2) Business Days prior to the commencement of the Interest Period, whether such rate is higher or lower than any rate previously quoted to Borrowers (or Administrative Borrower on behalf of Borrowers)).

"Sanctioned Entity" shall mean (a) an agency of the government of, (b) an organization directly or indirectly controlled by, or (c) a person resident in, a country that is subject to a sanctions program identified on the list maintained and published by OFAC and available at

http://www.treas.gov/offices/enforcement/ofac/programs, or as otherwise published from time to time as such program may be applicable to such agency, organization or person.

"Sanctioned Person" shall mean a person named on the list of Specially Designated Nationals or Blocked Persons maintained by OFAC available at http://www.treas.gov/offices/enforcement/ofac/sdn/index.html or as otherwise published from time to time.

"Schedule I Reference Banks" shall mean The Toronto-Dominion Bank, Royal Bank of Canada, The Bank of Nova Scotia and such other Schedule I Canadian chartered banks as may be selected by the Agent.

"Second Lien Agent" shall mean U.S. Bank National Association, and its successors and assigns, in its capacity as trustee and collateral agent under the Second Lien Loan Documents.

"Second Lien Indenture" shall mean that certain Indenture, dated as of the date hereof, by and among the Second Lien Agent, the holders of the Second Lien Notes from time to time party thereto, Parent, and the other Loan Parties party thereto.

"Second Lien Intercreditor Agreement" shall mean that certain Intercreditor Agreement, dated as of the date hereof, by and among Agent, the Second Lien Agent, and Loan Parties, as the same may hereafter be amended, modified, supplemented, renewed, restated or replaced.

"Second Lien Loan Documents" shall mean the Second Lien Indenture and any and all other agreements, instruments and documents executed and delivered in connection with the Second Lien Indenture, as the same may hereafter be amended or modified from time to time to the extent permitted under Section 7.15.

"Second Lien Maximum Debt" shall mean the sum of (a) $225,000,000 plus (b) the amount of any additional Indebtedness under the Indenture after the date hereof, so long as, as of the date of the incurrence of any such Indebtedness, each of the following conditions are satisfied: (i) immediately prior to and after giving effect to the incurrence of any such Indebtedness, no Event of Default shall exist or have occurred and be continuing (ii) Global Undrawn Availability for the thirty (30) consecutive day period prior to the incurrence of any such Indebtedness, shall not be less than the greater of (A) seventeen and one-half (17.5%) percent of the lesser of (1) the Maximum Credit and (2) the Borrowing Base at such time, and (B) $17,500,000; and (iii) as of the date of and after giving effect to any incurrence of any such Indebtedness, Global Undrawn Availability shall not be less than the greater of (A) seventeen and one-half (17.5%) percent of the lesser of (1) the Maximum Credit and (2) the Borrowing Base at such time, and (B) $17,500,000.

"Second Lien Note Prepayment Conditions" shall mean:

(a) as of the date Parent delivers a notice to make an offer to repurchase the Second Lien Notes with Excess Cash Flow, each of the following conditions shall have been satisfied on such date: (i) no Event of Default shall exist and be continuing, (ii) Global Excess Liquidity for the thirty (30) consecutive days prior to, and on the date of, delivery of notice of any such offer shall not be less than the greater of (A) seventeen and one-half (17.5%) percent of the lesser of (1) the Maximum Credit and (2) the Borrowing Base at such time, and (B) $17,500,000, (iii) as of the end of the immediately preceding quarter, the Loan Parties, on a consolidated basis,

shall have had a Fixed Charge Coverage Ratio of not less than 1.10:1.00, and (iv) Agent shall have received a certificate from Parent, executed by a Responsible Officer of Parent, certifying to Agent as to whether the Maximum Credit has been or will be reduced by the amount of such offer (or a portion thereof) and shall set forth the amount of the concurrent corresponding permanent reduction in the Maximum Credit which has been included in clause (E) in the calculation of Excess Cash Flow; or

(b) as of the date Parent makes an optional redemption of any Second Lien Notes, each of the following conditions shall have been satisfied on such date: (i) no Event of Default shall exist and be continuing, (ii) Global Excess Liquidity for the thirty (30) consecutive days prior to, and on the date of, any such redemption shall not be less than the greater of (A) seventeen and one-half (17.5%) percent of the lesser of (1) the Maximum Credit and (2) the Borrowing Base at such time, and (B) $17,500,000, and (iii) as of the end of the immediately preceding quarter, the Loan Parties, on a consolidated basis, shall have had a Fixed Charge Coverage Ratio of not less than 1.10:1.00; or

(c) as of the date Parent makes an open market purchase of any Second Lien Notes, each of the following conditions shall have been satisfied on such date: (i) no Event of Default shall exist and be continuing, (ii) Global Excess Liquidity for the thirty (30) consecutive days prior to, and on the date of, any such open market purchase shall not be less than the greater of (A) seventeen and one-half (17.5%) percent of the lesser of (1) the Maximum Credit and (2) the Borrowing Base at such time and (B) $17,500,000, and (iii) as of the end of the immediately preceding quarter, the Loan Parties, on a consolidated basis, shall have had a Fixed Charge Coverage Ratio of not less than 1.10:1.00.

"Second Lien Notes" shall mean, collectively, Parent's Senior Secured Notes issued pursuant to the Second Lien Indenture in the aggregate original principal amount of $225,000,000.

"Secured Party" shall mean Agent, the Lenders, Issuer and Bank Products Provider; sometimes hereinafter collectively referred to as "Secured Parties".

"Senior Unsecured Notes" shall mean, collectively, Parent's Senior Unsecured Notes issued pursuant to the Senior Unsecured Notes Agreement in the aggregate original principal amount of $50,000,000, subject to increase upon the "Initial Purchasers'" exercise of the "Overallotment Option" (as such quoted terms are defined in the Senior Unsecured Notes Agreement).

"Senior Unsecured Notes Agreement" shall mean that certain Indenture, dated as of the date hereof, by and among Parent and Jefferies Finance LLC, as the initial purchaser, and the other Loan Parties party thereto, as amended or modified from time to time to the extent permitted by Section 7.15.

"Senior Unsecured Notes Documents" shall mean the Senior Unsecured Notes Agreement, the Senior Unsecured Notes and any and all other agreements, instruments and documents executed and delivered in connection with the Senior Unsecured Notes Agreement.

"Settlement Date" shall mean the Closing Date and thereafter every Business Day designated by Agent as a "Settlement Date" by notice from Agent to each Lender, but not less frequently than weekly.

"Solvent" shall mean, at any time with respect to any Person, that at such time such Person (a) is able to pay its debts as they mature and has (and has a reasonable basis to believe it will continue to have) sufficient capital (and not unreasonably small capital) to carry on its business consistent with its practices as of the date hereof, and (b) the assets and properties of such Person at a fair valuation (and including as assets for this purpose at a fair valuation all rights of subrogation, contribution or indemnification arising pursuant to any guarantees given by such Person) are greater than the Indebtedness of such Person, and including subordinated and contingent liabilities computed at the amount which, such Person has a reasonable basis to believe, represents an amount which can reasonably be expected to become an actual or matured liability (and including as to contingent liabilities arising pursuant to any guarantee the face amount of such liability as reduced to reflect the probability of it becoming a matured liability).

"Statutory Reserves" shall mean for any Interest Period for any LIBOR Rate Loan, the average maximum rate at which reserves (including any marginal, supplemental or emergency reserves) are required to be maintained during such Interest Period under Regulation D by member banks of the United States Federal Reserve System in New York City with deposits exceeding one billion US Dollars against "Eurocurrency liabilities" (as such term is used in Regulation D). LIBOR Rate Loans shall be deemed to constitute LIBOR liabilities and to be subject to such reserve requirements without benefit of or credit for proration, exceptions or offsets which may be available from time to time to any Lender under Regulation D.

"Subsidiary" shall mean, with respect to any Person, a corporation, partnership, limited liability company or other entity of which such Person owns, directly or indirectly, such number of outstanding shares or other equity interests as to have more than fifty (50%) percent of the ordinary voting power for the election of directors or other managers of such corporation, partnership, limited liability company or other entity. Unless the context otherwise requires, each reference to Subsidiaries herein shall be a reference to Subsidiaries of Borrowers.

"Supermajority Lenders" (a) if there are three (3) or more Lenders, at least two (2) or more Lenders having Commitment Percentages the aggregate amount of which exceeds sixty-six and two-thirds (66 2/3%) percent, and (b) if there are either one (1) or two (2) Lenders, all Lenders

"Swingline Lender" shall mean (a) Wells Fargo with respect to any Swingline Advances made to US Borrowers, (b) Wells Fargo Canada with respect to any Swingline Advances made to Canadian Borrowers, or (c) any other Lender that, at the request of Borrowers and with the consent of Agent, agrees, in such Lender's sole discretion, to become a Swingline Lender to US Borrowers and/or to Canadian Borrowers under Section 2.1(d).

"Swingline Advances" shall mean each Revolving Advance converted by Agent to a Swingline Advance pursuant to Section 2.1(d).

"Swingline Commitment" shall mean, with respect to Wells Fargo, its Swingline Commitment as set forth besides its name under the applicable heading on Schedule C-1 .

"Swingline Interest Rate" shall mean an interest rate per annum equal to the Revolving Interest Rate applicable to US Base Rate Loans or Canadian Base Rate Loans, as applicable.

"Swingline Note" shall have the meaning set forth in Section 2.1(d).

"Target" shall have the meaning as set forth in the definition of Permitted Acquisition.

"Tax" or "Taxes" shall mean any tax, fee, premium, charge, duty, escheat or other amount imposed by a Governmental Body and any interest, penalty, or addition to tax imposed with respect thereto or any applicable law, treaty, regulation or directive.

"Tax Lien" shall have the meaning as set forth in the definition of Permitted Encumbrances.

"Term" shall mean the period commencing on the Closing Date and ending on the Termination Date.

"Termination Date" shall have the meaning set forth in Section 13.1.

"Title IV Plan" shall mean a Plan (other than a Multiemployer Plan), that is covered by Title IV of ERISA, and that any Loan Party or ERISA Affiliate maintains, contributes to or has an obligation to contribute to on behalf of participants who are or were employed by any of them.

"Toxic Substance" shall mean and include any material present on the Real Property or the leasehold interests which has been shown to have significant adverse effect on human health or which is subject to regulation under the Toxic Substances Control Act (TSCA), 15 U.S.C. §§ 2601 et seq., applicable state or other law, or any other applicable federal, state or other laws now in force or hereafter enacted relating to toxic substances. "Toxic Substance" includes but is not limited to asbestos, polychlorinated biphenyls (PCBs) and lead-based paints.

"Transferee" shall have the meaning set forth in Section 17.3(b).

"Tube Canada" shall have the meaning set forth in the preamble to this Agreement and shall extend to all permitted successors and assigns of such Person.

"Tube Texas" shall have the meaning set forth in the preamble to this Agreement and shall extend to all permitted successors and assigns of such Person.

"UCC" shall mean the Uniform Commercial Code as in effect in the State of New York, and any successor statute, as in effect from time to time (except, that terms used herein which are defined in the Uniform Commercial Code as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as Agent may otherwise determine in its Permitted Discretion); provided , that , any term defined by reference to the "UCC" shall also have any extended, alternative or analogous meaning given to such term in applicable Canadian personal property security and other laws (including, without limitation, the Personal Property Security Act of each applicable province of Canada, the Civil Code of Quebec, the Bills of Exchange Act (Canada) and the Depository Bills and Notes Act (Canada), in all cases for the extension, preservation or betterment of the security and rights of Agent and Secured Parties.

"Unfunded Pension Liability" shall mean, at any time, the aggregate amount, if any, of the sum of (a) the amount by which the present value of all accrued benefits under each Title IV Plan exceeds the fair market value of all assets of such Title IV Plan allocable to such benefits in accordance with Title IV of ERISA, all determined as of the most recent valuation date for each such

Title IV Plan using the actuarial assumptions for funding purposes in effect under such Title IV Plan, and (b) for a period of five (5) years following a transaction which might reasonably be expected to be covered by Section 4069 of ERISA, the liabilities (whether or not accrued) that could be avoided by any Loan Party or any ERISA Affiliate as a result of such transaction.

"Unutilized Commitment Fee" shall mean the fee payable by Borrowers to Agent, for the ratable benefit of Lenders, under Section 3.3 (a).

"US Advances" shall mean Advances made to the US Borrowers.

"US Base Rate" shall have the meaning set forth in the definition of Base Rate.

"US Base Rate Loans" shall mean any Advances or portion thereof denominated in US Dollars and on which interest is payable based on the US Base Rate in accordance with the terms hereof.

"US Borrower" or "US Borrowers" shall have the meanings set forth in the preamble to this Agreement and shall extend to all permitted successors and assigns of such Persons.

"US Borrowers' Account" shall have the meaning set forth in Section 2.7.

"US Borrowing Base" shall mean, at any time, as to US Borrowers, the amount equal to:

(a) eighty-five (85%) percent of Eligible Accounts of US Borrowers, plus

(b) the amount equal to the lesser of (i) seventy (70%) percent of the Value of the Eligible Inventory of US Borrowers and (ii) eighty-five (85%) percent of the Net Liquidation Percentage multiplied by the Value of the Eligible Inventory of US Borrowers, minus

(c) Reserves.

"US Cash Equivalents" shall mean, at any time, (a) marketable direct obligations issued by, or unconditionally guaranteed by, the United States or issued by any agency thereof and backed by the full faith and credit of the United States, in each case maturing within one (1) year from the date of acquisition thereof, (b) marketable direct obligations issued or fully guaranteed by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within one (1) year from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either Standard & Poor's Rating Group (" S&P ") or Moody's Investors Service, Inc. (" Moody's "), (c) commercial paper maturing no more than two hundred seventy (270) days from the date of creation thereof and, at the time of acquisition, having a rating of at least A-1 from S&P or at least P 1 from Moody's, (d) certificates of deposit, time deposits, overnight bank deposits or bankers' acceptances maturing within one (1) year from the date of acquisition thereof issued by any bank organized under the laws of the United States or any state thereof or the District of Columbia or any United States branch of a foreign bank having at the date of acquisition thereof combined capital and surplus of not less than $250,000,000, (e) Deposit Accounts maintained with (i) any bank that satisfies the criteria described in clause (d) above, or (ii) any other bank organized under the laws of the United States or any state thereof so long as the full amount maintained with any such other bank is insured by the Federal Deposit

Insurance Corporation, (f) repurchase obligations of any commercial bank satisfying the requirements of clause (d) of this definition or recognized securities dealer having combined capital and surplus of not less than $250,000,000, having a term of not more than seven (7) days, with respect to securities satisfying the criteria in clauses (a) or (d) above, (g) debt securities with maturities of six (6) months or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the criteria described in clause (d) above, and (h) Investments in money market funds substantially all of whose assets are invested in the types of assets described in clauses (a) through (g) above.

"US Collateral" shall mean all Collateral of any US Loan Party.

"US Commitment" shall mean, at any time, as to each Lender, the principal amount set forth next to such Lender's name on Schedule C-1 hereto designated as the US Commitment of such Lender or on Schedule 1 to the Assignment and Acceptance Agreement pursuant to which such Lender became a Lender hereunder in accordance with the provisions of Section 13.7 hereof, as the same may be adjusted from time to time in accordance with the terms hereof; sometimes being collectively referred to herein as "US Commitments".

"US Credit Facility" shall mean the Advances and Letters of Credit provided to or for the benefit of US Borrowers pursuant to Sections 2.1 and 2.2 hereof.

"US Dollar Equivalent" shall mean at any time (a) as to any amount denominated in US Dollars, the amount thereof at such time, and (b) as to any amount denominated in any other currency, the equivalent amount in US Dollars calculated by Agent in its Permitted Discretion at such time using the Exchange Rate in effect on the Business Day of determination.

"US Dollar Loans" shall mean any Advances or portion thereof which are denominated in US Dollars.

"US Dollars", "US$", "Dollars" and "$" shall each mean lawful currency of the United States of America.

"US Guarantors" shall mean, collectively, (a) Transtar Inventory Corp., a corporation organized under the laws of the state of Delaware, (b) Keystone Tube Company, LLC, a limited liability company organized under the laws of the state of Delaware, and (c) any other Person that at any time after the date hereof becomes party to a guarantee in favor of Agent or any Lender or otherwise liable on or with respect to the US Obligations or who is the owner of any property which is security for the US Obligations (other than Borrowers); each sometimes referred to herein individually as a "US Guarantor".

"US Issuer" shall mean (a) Wells Fargo or any of its Affiliates, (b) any US Lender or (c) any other financial institution (which in the case of any other financial institution in this clause (c), to the extent approved by Agent and, so long as no Event of Default exists and is continuing, Administrative Borrower (it being understood and agreed that The Toronto-Dominion Bank is acceptable to Agent and Administrative Borrower), that shall issue a Letter of Credit for the account of a US Borrower and has agreed in a manner reasonably satisfactory to Agent to be subject to the terms hereof as a US Issuer.

"US Lender" shall mean, at any time, each Lender having a US Commitment or an Advance made to US Borrowers owing to it at such time; sometimes being referred to herein collectively as "US Lenders".

"US Letter of Credit Limit" shall mean, on any date of determination, $20,000,000, minus the amount of all then outstanding Canadian Letter of Credit Obligations.

"US Letter of Credit Obligations" shall mean, at any time, the sum of (a) the aggregate undrawn amount of all Letters of Credit issued for the account of a US Borrower outstanding at such time, plus (b) the aggregate amount of all drawings under Letters of Credit for a US Borrower for which Issuer has not at such time been reimbursed, plus (c) without duplication, the aggregate amount of all payments made by each Lender to the US Issuer with respect to such Lender's participation in Letters of Credit issued for the account of a US Borrower as provided in Section 2.2 for which US Borrowers have not at such time reimbursed the Lenders, whether by way of a Revolving Advance or otherwise.

"US Loan Parties" shall mean, collectively, Borrowers and Guarantors, in each case, other than the Canadian Loan Parties; each sometimes being referred to individually as a "US Loan Party".

"US Obligations" shall mean all Obligations of the US Loan Parties.

"US Payment Account" shall mean Agent's account set forth on Schedule 2.3 or such other account of Agent, if any, which Agent may designate by notice to Administrative Borrower and to each Lender to be the US Payment Account.

"US Revolving Loan Borrowing Limit" shall mean, as to US Borrowers at any time, the amount equal to the US Revolving Loan Maximum Amount minus the US Dollar Equivalent of Advances and US Letters of Credit Obligations outstanding to the US Borrowers.

"US Revolving Loan Maximum Amount" shall mean, at any given time, the lesser of (a) the Maximum Credit and (b) an amount equal to thirty-five (35%) of the First Lien Intercreditor Borrowing Base.

"US Subsidiary" shall mean a Subsidiary organized, incorporated or otherwise formed under the laws of the United States or any state thereof or the District of Columbia.

"US Undrawn Availability" shall mean, as to US Borrowers, on any date of determination, as determined by Agent in its Permitted Discretion, calculated at any date, equal to: (a) the lesser of: (i) the US Borrowing Base and (ii) the US Revolving Loan Borrowing Limit, minus (b) the sum of: (i) the amount of all then outstanding and unpaid US Obligations of US Borrowers (but not including for this purpose any outstanding US Letter of Credit Obligations and unasserted contingent indemnification US Obligations), plus (ii) the amount of all Reserves then established in respect of US Letter of Credit Obligations.

"Value" shall mean, the US Dollar Equivalent, as determined by Agent in its Permitted Discretion, with respect to Inventory, of the lower of (a) cost computed on a first-in first-out basis in accordance with GAAP consistently applied or (b) market value; provided , that , for purposes of the calculation of the Borrowing Base, (i) the Value of the Inventory shall not include: (A) the portion of

the value of Inventory equal to the profit earned by any Affiliate on the sale thereof to any Borrower or (B) write-ups or write-downs in value with respect to currency exchange rates and (ii) notwithstanding anything to the contrary contained herein, the cost of the Inventory shall be computed in the same manner and consistent with the most recent appraisal of the Inventory received and accepted by Agent for the purposes of this Agreement (which appraisal must be performed by an appraisal company selected by Agent using assumptions and appraisal methods acceptable to Agent, pursuant to an appraisal report acceptable to Agent on which Agent is expressly permitted to rely).

"VAT" shall mean value added tax imposed in Canada or any other jurisdiction and any equivalent tax applicable in any jurisdiction (including goods and services tax, harmonized sales tax and Québec sales tax).

"Waterfall Event" shall mean the occurrence of (a) failure by Borrowers to repay all of the Obligations as of the end of the Term or after the Obligations have been accelerated, or (b) an Event of Default and the election by the Agent or the Required Lenders to require that payments and proceeds of Collateral be applied pursuant to Section 11.2(b).

"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.

"Wells Fargo" shall mean Wells Fargo Bank, National Association, a national banking association.

"Wells Fargo Canada" shall mean Wells Fargo Capital Finance Corporation Canada, an Ontario corporation.

1.3 Uniform Commercial Code Terms.

All terms used herein and defined in the UCC, including, the terms accessions, account debtor, certificated security, chattel paper, commercial tort claim, deposit account, document, electronic chattel paper, equipment, financial asset, fixtures, goods, health-care-insurance receivable, inventory, instrument, investment property, letter-of-credit rights, payment intangibles, proceeds, securities accounts, security, security entitlement, software, supporting obligations and uncertificated security, shall have the meaning given therein unless otherwise defined herein or unless the context provides otherwise.

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. Each reference to a Section, an Exhibit or a Schedule shall be deemed to refer to a Section, an Exhibit or a Schedule, as applicable, of this Agreement unless otherwise specified. The terms "including" and other words of similar import refer to "including, but not limited" unless otherwise specified. 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 (including the UCC) 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, including, without limitation, references to this Agreement or any of the Other Documents, shall include any and all

modifications or amendments thereto and any and all extensions or renewals thereof to the extent not prohibited by this Agreement or any Other Document. The amount outstanding under any Letter of Credit shall mean, at any date of determination, (a) the maximum aggregate amount available for drawing thereunder under any and all circumstances, plus (b) the aggregate amount of all unreimbursed payments and disbursements under such Letter of Credit. Unless otherwise provided, US Dollar ($) baskets set forth in the representations and warranty, covenants and event of default provisions of this Agreement (and other similar baskets) are calculated as of each date of measurement by the US Dollar Equivalents thereof as of such date of measurement.

2. ADVANCES, PAYMENTS.

2.1 Revolving Advances.

(a) Subject to and upon the terms and conditions contained herein,

(i) each US Lender severally (and not jointly) agrees to make its Commitment Percentage of Revolving Advances in US Dollars (which Revolving Advances shall be repayable in US Dollars) to US Borrowers from time to time in amounts requested by Administrative Borrower on behalf of US Borrowers up to the aggregate amount outstanding for all US Lenders at any time equal to the lesser of: (A) the US Borrowing Base at such time or (B) the amount equal to (1) the US Revolving Loan Maximum Amount minus (2) the sum of (x) the US Dollar Equivalent of the aggregate amount of Revolving Advances outstanding to Canadian Borrowers at such time, and (y) the US Dollar Equivalent of the Canadian Letter of Credit Obligations at such time, and

(ii) each Canadian Lender severally (and not jointly) agrees to make its Commitment Percentage of Revolving Advances in Canadian Dollars or US Dollars to Canadian Borrowers (which Revolving Advances shall be repayable in the currency in which such Revolving Advance was made) from time to time in amounts requested by Administrative Borrower on behalf of Canadian Borrowers up to the aggregate amount thereof outstanding for all Canadian Lenders at any time equal to the lesser of: (A) the US Dollar Equivalent of the Canadian Borrowing Base at such time or (B) an amount equal to the Canadian Revolving Loan Maximum Amount, or (C) the amount equal to (1) the US Revolving Loan Maximum Amount minus (2) the sum of (x) the aggregate amount of Revolving Advances outstanding to US Borrowers at such time, and (y) the US Letter of Credit Obligations at such time.

Notwithstanding the foregoing, the aggregate amount of Advances and Letters of Credit which shall be made available to Borrowers on the Closing Date shall not exceed $40,000,000 in the aggregate. All Advances made by US Lenders to US Borrowers shall be US Dollar Loans and all Advances made by Canadian Lenders to Canadian Borrowers shall be Canadian Dollar Loans or US Dollar Loans. US Dollar Loans shall be available by way of US Base Rate Loans and LIBOR Rate Loans; and Canadian Dollar Loans shall be available by way of Canadian Base Rate Loans and BA Rate Loans. To the extent required by a Lender, the Revolving Advances made by such Lender shall be evidenced by a promissory note in the form attached as Exhibit E-1 and/or Exhibit E-2, as applicable (each, a " Revolving Credit Note "; it being understood that no such promissory note shall include a grant of a Lien in favor of any individual Lender).

(b) Except with the consent of Agent and all Lenders, or as otherwise provided herein, (i) the US Dollar Equivalent of the aggregate principal amount of the Revolving Advances and the Letter of Credit Obligations outstanding at any time shall not exceed the Maximum Credit, (ii) the US Dollar Equivalent of the aggregate principal amount of the Revolving Advances and US Letters of Credit Obligations of US Borrowers outstanding at any time shall not exceed the lesser of (A) the US Borrowing Base or (B) the US Revolving Loan Borrowing Limit, and (iii) the US Dollar Equivalent of the aggregate principal amount of the Revolving Advances and Canadian Letter of Credit Obligations of Canadian Borrowers outstanding at any time shall not exceed the lesser of (A) the Canadian Borrowing Base or (B) the US Dollar Equivalent of the Canadian Revolving Loan Maximum Amount.

(c) In the event that any of the limits referred to in Section 2.1(b) above are exceeded, such event shall not limit, waive or otherwise affect any rights of Agent or Lenders in such circumstances or on any future occasions and Borrowers shall, upon demand by Agent (which demand shall be made if directed by the Required Lenders), which may be made at any time or from time to time, promptly repay to Agent the entire amount of any such excess(es) for which payment is demanded; provided , that , if such excess is as a direct result of the establishment of a Reserve and not as a result of any other factor, such excess shall be paid within five (5) days.

(d) Swingline Advances . Agent may convert any request by the Borrowers for a Revolving Advance into a request for a Swingline Advance from the Swingline Lender. The Swingline Advance shall bear interest at the Swingline Interest Rate and the US Dollar Equivalent of the aggregate amount of all Swingline Advances shall not exceed at any time outstanding the Maximum Swingline Advance Amount. To the extent required by the Swingline Lender, the Swingline Advances made by the Swingline Lender shall be evidenced by a promissory note in a form acceptable to Agent and the Swingline Lender (each, a " Swingline Note "). Upon the making of a Swingline Advance (whether before or after the occurrence of a Default or Event of Default), without further action by any party hereto, each Lender shall be deemed to have irrevocably and unconditionally purchased and received from the Swingline Lender or Agent, without recourse or warranty, an undivided interest and participation to the extent of such Lender's Commitment Percentage in such Swingline Advance. To the extent that there is no settlement in accordance with Section 2.12(c) below, the Swingline Lender or Agent, as the case may be, may at any time, require the Lenders to fund their participations. From and after the date, if any, on which any Lender is required to fund its participation in any Swingline Advance, Agent shall promptly distribute to such Lender, such Lender's Commitment Percentage of all payments of principal and interest received by Agent in respect of such Swingline Advance.

2.2 Procedure for Borrowing.

(a) Administrative Borrower shall notify Agent of the request by any applicable Borrower(s) to incur a Revolving Advance hereunder. Such notice shall be in the form of the Notice of Advance Request attached hereto as Exhibit C and shall be required to be delivered by Administrative Borrower to Agent on or prior to 1:00 p.m. (Chicago time) (i) on the Business Day of the date of such requested borrowing with respect to Base Rate Loans, and (ii) three (3) Business Days prior to the date of such requested borrowing with respect to LIBOR Rate Loans or BA Rate Loans. Each such notice shall include (A) an indication of which Borrower is requesting such Revolving Advance, (B) the amount of such proposed borrowing (which amount with respect to (1)

LIBOR Rate Loans shall be in a minimum amount of $500,000 and in integral multiples of $100,000 in excess thereof, (2) BA Rate Loans shall be in a minimum amount of Cdn$500,000 and in integral multiples of Cdn$100,000 in excess thereof, and (3) with respect to Base Rate Loans shall be in a minimum amount of $10,000), (C) the date of such proposed borrowing (which must be a Business Day), (D) if the requested borrowing is on behalf of a US Borrower, (E) if the requested borrowing is on behalf of a Canadian Borrower, whether such borrowing is a US Dollar Loan or a Canadian Dollar Loan, and (F) whether such borrowing is to be initially either a LIBOR Rate Loan or a BA Rate Loan (and if so, the duration of the first (1 st) Interest Period therefor) or a Base Rate Loan. Additionally, any amount required to be paid as interest, fees, charges or other Obligations under this Agreement or any Other Document, at the election of Agent, shall be deemed a request by Borrowers for a Revolving Advance as of the date such payment is due, in the amount required to pay in full or in part such interest, fee, charge or other Obligation under this Agreement or any Other Document and such deemed request shall be irrevocable.

(b) Interest Periods for LIBOR Rate Loans and BA Rate Loans shall be for one (1), two (2), three (3) or six (6) months. At the election of Agent or Required Lenders, no LIBOR Rate Loan or BA Rate Loan shall be made available to the Borrowers during the continuance of a Default or an Event of Default. After giving effect to each LIBOR Rate Loan and each BA Rate Loan (or any conversion to a LIBOR Rate Loan or BA Rate Loan), there shall not be outstanding more than six (6) LIBOR Rate Loans and BA Rate Loans in the aggregate.

(c) Each Interest Period of a LIBOR Rate Loan or BA Rate Loan shall commence on the date such LIBOR Rate Loan or BA Rate Loan is made and shall end on such date as Administrative Borrower may elect as set forth in clause (E) of Section 2.2(a); provided , that , in the case of LIBOR Rate Loans, 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 for either LIBOR Rate Loans or BA Rate Loans shall end after the Termination Date (and in no event shall an Interest Period for any such LIBOR Rate Loan or BA Rate Loan pertain to amounts that are greater than the amounts of such LIBOR Rate Loan or BA Rate Loan that are permitted to be outstanding during such Interest Period).

(d) Administrative Borrower shall elect the initial Interest Period applicable to a LIBOR Rate Loan or BA Rate Loan by its notice of borrowing given to Agent pursuant to Section 2.2(a) or by its Notice of Conversion given to Agent pursuant to Section 2.2(e), as the case may be. Administrative Borrower shall elect the duration of each succeeding Interest Period by giving irrevocable written notice to Agent of such duration not less than three (3) Business Days prior to the last day of the then current Interest Period applicable to such LIBOR Rate Loan or BA Rate Loan; provided , that , at the election of Agent or Required Lenders, no loan shall be converted to a LIBOR Rate Loan or BA Rate Loan, as applicable, if an Event of Default shall have occurred and be continuing. If Agent does not receive timely notice of the Interest Period elected by Administrative Borrower, Administrative Borrower shall be deemed to have elected to convert to a US Base Rate Loan or Canadian Base Rate Loan, as applicable, subject to Section 2.2(e).

(e) Administrative Borrower may, on the last Business Day of the then current Interest Period applicable to any outstanding LIBOR Rate Loan or BA Rate Loan, or on any Business Day with respect to Base Rate Loans, convert any such loan into a loan of another type in the same aggregate principal amount; provided , that , any conversion of a LIBOR Rate Loan or BA

Rate Loan shall be made only on the last Business Day of the then current Interest Period applicable to such LIBOR Rate Loan or BA Rate Loan; provided further , that , at the election of Agent or Required Lenders, no loan shall be converted to a LIBOR Rate Loan or BA Rate Loan if an Event of Default shall have occurred and be continuing. If the US Borrowers desire to convert US Base Rate Loans to a LIBOR Rate Loan or convert a LIBOR Rate Loan to a US Base Rate Loan, or the Canadian Borrowers desire to convert Canadian Base Rate Loans to a BA Rate Loan or convert a BA Rate Loan to a Canadian Base Rate Loan, Administrative Borrower shall give Agent a Notice of Conversion not less than three (3) Business Days' prior to such conversion, specifying the date of such conversion, the Advances to be converted and if the conversion is from a US Base Rate Loan to a LIBOR Rate Loan or a Canadian Base Rate Loan to a BA Rate Loan the duration of the first (1st) Interest Period therefor. After giving effect to each such conversion, there shall not be outstanding more than the number of LIBOR Rate Loans and BA Rate Loans permitted by Section 2.2(b). Any LIBOR Rate Loans shall automatically convert to US Base Rate Loans, and any BA Rate Loans shall automatically convert to Canadian Base Rate Loans, upon the last day of the applicable Interest Period, unless Agent has received and approved a request to continue such LIBOR Rate Loan or BA Rate Loan at least three (3) Business Days prior to such last day in accordance with the terms hereof. Any LIBOR Rate Loans or BA Rate Loan shall, at Agent's option, upon notice by Agent to Administrative Borrower, be subsequently converted to US Base Rate Loans or Canadian Base Rate Loans, as applicable, in the event that this Agreement shall terminate or not be renewed. Notwithstanding anything to the contrary contained herein, Agent and Lenders shall not be required to purchase United States Dollar deposits in the London interbank market or other applicable LIBOR Rate market to fund any LIBOR Rate Loans, but the provisions hereof relating to LIBOR Rate Loans shall be deemed to apply as if Agent and Lenders had purchased such deposits to fund the LIBOR Rate Loans.

(f) At the option of the Borrowers and upon three (3) Business Days' prior written notice, the Borrowers may prepay the LIBOR Rate Loans or BA Rate Loans in whole at any time or in part from time to time, without premium or penalty (except as otherwise expressly provided in Section 2.2(g)), but with accrued interest on the principal being prepaid to the date of such repayment. Administrative Borrower shall specify the date of prepayment of Advances which are LIBOR Rate Loans or BA Rate Loans and the amount of such prepayment. In the event that any prepayment of a LIBOR Rate Loan or a BA Rate Loan is required or permitted on a date other than the last Business Day of the then current Interest Period with respect thereto, the applicable Borrower and each other Loan Party shall indemnify Agent and Lenders therefor in accordance with Section 2.2(g).

(g) Each Loan Party 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 the Borrowers in the payment of the principal of or interest on any LIBOR Rate Loan or BA Rate Loan or failure by the Borrowers to complete a borrowing of, a prepayment of or conversion of or to a LIBOR Rate Loan or BA Rate Loan after notice thereof has been given, including, but not limited to, Agent's and Lenders' standard charges with respect to the foregoing and any interest payable by Agent or Lenders to lenders of funds obtained by any of them in order to make or maintain their respective LIBOR Rate Loans or BA Rate Loans hereunder. Notwithstanding the foregoing, Canadian Loan Parties shall have no obligation to indemnify Agent and Lenders for any such loss or expense arising in connection with any US Advances. A certificate as to any additional amounts payable pursuant to

the foregoing sentence submitted by Agent (or the applicable Lenders) to Administrative Borrower and Agent shall be conclusive absent manifest error; provided , that , no such certificate shall be required in the case of Agent's and Lenders' standard charges with respect to the events indemnified in this Section 2.2(g)).

(h) Notwithstanding any other provision hereof, if any applicable law, treaty, regulation or directive, or any change therein or in the interpretation or application thereof, shall after the Closing Date make it unlawful for any Lender (for purposes of this Section 2.2(h), the term "Lender" shall include any Lender and the office or branch where any Lender or any corporation or bank controlling such Lender makes or maintains any LIBOR Rate Loans or BA Rate Loans) to make or maintain its LIBOR Rate Loans or BA Rate Loans, such Lender shall notify the Agent and Administrative Borrower, and upon such notification, the obligation of such Lender to make such LIBOR Rate Loans or BA Rate Loans hereunder shall forthwith be cancelled and the Borrowers shall, if any affected LIBOR Rate Loans or BA Rate Loans are then outstanding, promptly upon notice from Agent, either pay all such affected LIBOR Rate Loans or BA Rate Loans or convert such affected LIBOR Rate Loans into US Base Rate Loans or convert such affected BA Rate Loans into Canadian Base Rate Loans (and following such notification any request for LIBOR Rate Loans or BA Rate Loans from such Lender shall be deemed to be a request for US Base Rate Loans or Canadian Base Rate Loans, as applicable). If any such payment or conversion of any LIBOR Rate Loan or BA Rate Loan is made on a day that is not the last day of the Interest Period applicable to such LIBOR Rate Loan or BA Rate Loan, the Borrowers shall pay Agent, upon Agent's notice, such amount or amounts as may be necessary to compensate such Lender for any loss or expense sustained or incurred by such Lender in respect of such LIBOR Rate Loan or BA Rate Loan as a result of such payment or conversion, including (but not limited to) any interest or other amounts payable by such Lender to lenders of funds obtained by such Lender in order to make or maintain such LIBOR Rate Loan or BA Rate Loan. A certificate as to any additional amounts payable pursuant to the foregoing sentence submitted by Agent (or the applicable Lenders) to Administrative Borrower and 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 or Lenders, as applicable, may designate from time to time. During the Term, the Borrowers may request, repay and reborrow Revolving Advances, all in accordance with the terms and conditions of this Agreement. The proceeds of each Revolving Advance requested by Administrative Borrower on behalf of the Borrowers or deemed to have been requested by the Borrowers (or Administrative Borrower on behalf of the Borrowers) under Section 2.2(a) shall, subject to the terms and conditions of this Agreement with respect to requested Revolving Advances, be made available to the Borrowers on the Business Day so requested by way of credit to the applicable Borrowers' operating account as set forth on Schedule 2.3 in immediately available federal funds or other immediately available funds or, with respect to Revolving Advances deemed to have been requested by the Borrowers (or Administrative Borrower on behalf of the Borrowers), be disbursed to Agent to be applied to the outstanding Obligations giving rise to such deemed request.

2.4 [Reserved.]

2.5 Repayment of Advances.

(a) The Revolving Advances shall be due and payable in full on the Termination Date subject to earlier prepayment as herein provided.

(b) The Borrowers recognize 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. In consideration of Agent's consideration (subject to the last sentence of this clause (b)) to conditionally credit the Borrowers' Account as of the Business Day on which Agent receives those items of payment, the Borrowers agree that, in computing the charges under this Agreement, all items of payment shall be deemed applied by Agent on account of the applicable Obligations on the date of confirmation to Agent by the Blocked Account bank or Depository Account bank, as provided for in Section 4.14(h), that such items of payment have been collected in good funds and finally credited to Agent's account; provided , that , this sentence shall only be applicable upon the occurrence and during the continuance of a Cash Dominion Event. Without limiting the above provisions of this clause (b), Agent is not, however, required to credit the Borrowers' Account for the amount of any item of payment which is unsatisfactory to Agent and Agent may charge the Borrowers' Account for the amount of any item of payment which is returned to Agent unpaid.

(c) All Obligations of US Borrowers and US Guarantors shall be payable to the US Payment Account and all Obligations of Canadian Borrowers, Canadian Guarantors and the US Guarantors in respect of the Canadian Obligations shall be payable to the Canadian Payment Account not later than 2:00 p.m. (Chicago time) on the due date therefor (or, if such due date is not a Business Day, on the next Business Day) in lawful money of the United States of America or Canada, as applicable, in funds immediately available to Agent. Any payment received by Agent subsequent to 2:00 p.m. (Chicago time) on any Business Day (regardless of whether such payment is due on such Business Day) shall be deemed received by Agent, and shall be applied to the applicable Obligations intended to be paid thereby, on the next Business Day. Agent shall have the right to effectuate payment on any and all Obligations due and owing hereunder by charging the Borrowers' Account or by making Revolving Advances as provided in Section 2.2.

(d) The Borrowers shall pay principal, interest, and all other amounts payable hereunder and under each Other Document without any deduction whatsoever, including, but not limited to, any deduction for any setoff or counterclaim.

(e) If, notwithstanding the terms of this Agreement or any Other Document, Agent or any Lender receives any payment from or on behalf of any Borrower or any other Loan Party in a currency other than the Currency Due, Agent or such Lender may convert the payment (including the monetary proceeds of realization upon any Collateral and any funds then held in a cash collateral account and any payments received from a Blocked Account after a Cash Dominion Event) into the Currency Due at an exchange rate selected by Agent or such Lender in the manner contemplated by Section 17.5 and Borrowers shall reimburse Agent and Lenders on demand for all costs they incur with respect thereto (or Agent may, at its option, charge such costs to the loan account of any Borrower maintained by such Agent). To the extent permitted by law, the obligation shall be satisfied only to the extent of the amount actually received by Agent upon such conversion.

(f) Notwithstanding anything to the contrary set forth in any of the Other Documents, (i) all payments by or on behalf of Canadian Borrowers and Canadian Guarantors shall be applied only to the Canadian Obligations, and (ii) all payments in respect of the Canadian Obligations shall be applied to Canadian Obligations denominated in the same currency as the payments received; provided , that , with respect to this clause (ii), (A) payments and collections received in any currency other than the Currency Due will be accepted and/or applied at the discretion of the Agent, and (B) in the event that Agent elects to accept and apply such amounts when there are no Obligations (other than Obligations in respect of Letter of Credit or other contingent Obligations) then outstanding in the same currency, Agent may, at its option (but is not obligated to), convert such currency received into the Currency Due at the Exchange Rate selected by Agent or such Lender in the manner contemplated by Section 17.5 and Borrowers shall reimburse Agent and Lenders on demand for all costs they incur with respect thereto (or Agent may, at its option, charge such costs to the loan account of any Borrower maintained by such Agent).

(g) Unless stated otherwise, all calculations, comparisons, measurements or determinations under this Agreement shall be made in US Dollars. For the purpose of such calculations, comparisons, measurements or determinations, amounts denominated in other currencies shall be converted to the US Dollar Equivalent thereof on the date of calculation, comparison, measurement or determination. In particular, unless expressly provided otherwise, where a reference is made to a US Dollar amount, the amount is to be considered as the amount in US Dollars and, therefore, each other currency shall be converted into the US Dollar Equivalent thereof.

2.6 Repayment of Excess Advances.

If for any reason US Undrawn Availability or Canadian Undrawn Availability is at any time less than $0 or the balance of any or all of the outstanding US Advances and US Letters of Credit or Canadian Advances and Canadian Letters of Credit is at any time otherwise in excess of any applicable limitation set forth in this Agreement (subject to Section 17.2(d) with respect to overadvances), such excess amount shall be immediately due and payable, without the necessity of any demand, at the US Payment Account or the Canadian Payment Account (as applicable), it being understood and agreed that it shall be an Event of Default if at any time US Undrawn Availability or Canadian Undrawn Availability is less than $0, provided , that , if US Undrawn Availability or Canadian Undrawn Availability is less than $0 solely as a result of Agent's implementation of a Reserve and not as a result of any other factors, then no Event of Default shall be deemed to have occurred hereunder unless US Undrawn Availability or Canadian Undrawn Availability continues to be less than $0 for at least five (5) days.

2.7 Statement of Account.

Agent shall maintain, in accordance with its customary procedures, a loan account in the name of the US Borrowers (the " US Borrowers' Account ") in which shall be recorded the date and amount of each Advance made by US Lenders and the date and amount of each payment in respect thereof and a loan account in the name of the Canadian Borrowers (the " Canadian Borrowers' Account ") in which shall be recorded the date and amount of each Advance made by Canadian Lenders and the date and amount of each payment in respect thereof; provided , however , that , the failure by Agent to record the date or amount of any Advance or any other item shall not adversely

affect Agent or any Lender under this Agreement or any Other Document or diminish any obligation of any Loan Party under this Agreement or any Other Document. Each month, Agent shall send to Administrative Borrower a statement showing the accounting for the Advances made, payments made or credited in respect thereof, and certain other transactions between Lenders and the Borrowers, during such month. The monthly statements shall be deemed correct and binding upon the Borrowers in the absence of manifest error and shall constitute an account stated between Lenders and the Borrowers unless Agent receives a written statement of the Borrowers' specific exceptions thereto within thirty (30) days after such statement is received by Administrative Borrower. The records of Agent with respect to each Borrowers' 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.

(a) Subject to and upon the terms and conditions contained herein and in the Letter of Credit Documents, (i) at the request of Administrative Borrower on behalf of a US Borrower, Agent agrees to cause a US Issuer to issue, and US Issuer agrees to issue, for the account of such US Borrower one or more Letters of Credit, for the ratable risk of each US Lender according to its Commitment Percentage, containing terms and conditions acceptable to Agent and US Issuer and (ii) at the request of Administrative Borrower on behalf of a Canadian Borrowers, Agent agrees to cause a Canadian Issuer to issue, and Canadian Issuer agrees to issue, for the account of Canadian Borrowers one or more Letters of Credit denominated in US Dollars or Canadian Dollars, for the ratable risk of each Canadian Lender according to its Commitment Percentage, containing terms and conditions acceptable to Agent and applicable Issuer; provided , however , that , Agent will not be required to issue or cause to be issued any Letters of Credit to the extent that the face amount of such Letters of Credit would cause US Undrawn Availability (in the case of a request from Administrative Borrower on behalf of a US Borrower) or Canadian Undrawn Availability (in the case of a request from Administrative Borrower on behalf of a Canadian Borrower)to be less than $0. The maximum aggregate US Dollar Equivalent amount of outstanding Letters of Credit shall not exceed $20,000,000 at any time. All outstanding reimbursement obligations and disbursements or payments related to Letters of Credit shall be deemed to be Base Rate Loans consisting of Revolving Advances and shall bear interest at the Revolving Interest Rate for Base Rate Loans. Notwithstanding anything to the contrary contained in this Agreement, in the event that there is a Defaulting Lender, an Impacted Lender or Prior Defaulting/Impacted Lender, Issuing Bank shall not be required to (and, in any event, shall not if directed by Agent) issue any Letter of Credit, or increase or extend or otherwise amend any Letter of Credit, unless the Borrowers provide cash collateral to Issuing Bank with respect thereto to hold, on terms and conditions satisfactory to Issuing Bank and Agent, in an amount equal to such Defaulting Lender's, Impacted Lender's or Prior Defaulting/Impacted Lender's Commitment Percentage of all obligations in respect of Letters of Credit and in any such event, the Defaulting or Impacted Lender or Prior Defaulting or Impacted Lender shall not be entitled to any commitment fee or Letter of Credit Fees.

(b) In addition to being subject to the satisfaction of the applicable conditions precedent with respect to Letters of Credit contained in Sections 2.3, 2.9 and 2.10 hereof and the other terms and conditions contained herein, no Letter of Credit shall be available to Canadian Borrowers unless each of the following conditions precedent have been satisfied as determined by Agent in its Permitted Discretion: (i) as of the date of issuance, no order of any court, arbitrator or

other Governmental Body shall purport by its terms to enjoin or restrain money center banks generally from issuing letters of credit of the type and in the amount of the proposed Letter of Credit, and no law, rule or regulation applicable to money center banks generally and no request or directive (whether or not having the force of law) from any Governmental Body with jurisdiction over money center banks generally shall prohibit, or request that Canadian Issuer refrain from, the issuance of letters of credit generally or the issuance of such Letter of Credit, (ii) after giving effect to the issuance of such Letter of Credit, the Canadian Letter of Credit Obligations shall not exceed the Canadian Letter of Credit Limit, and (iii) in the case of a Letter of Credit issued for the account of a Canadian Borrower, (A) prior to giving effect to any Reserves with respect to such Letter of Credit, the Canadian Undrawn Availability, on the date of the proposed issuance of any Letter of Credit, shall be equal to or greater than an amount equal to one hundred (100%) percent of the Letter of Credit Obligations with respect thereto, and (B) after giving effect to the issuance of such Letter of Credit, the aggregate amount of Letters of Credit outstanding to the Borrowers shall not exceed $20,000,000.

(c) Except with the consent of Agent and all Lenders, (i) the amount of all outstanding US Letter of Credit Obligations shall not at any time exceed the US Letter of Credit Limit and (ii) the amount of all outstanding Canadian Letter of Credit Obligations shall not at any time exceed the Canadian Letter of Credit Limit.

2.9 Issuance of Letters of Credit.

(a) Administrative Borrower may request Agent to issue or cause the issuance of a Letter of Credit by delivering to Agent US Issuer's or Canadian Issuer's (as applicable) standard form of letter of credit application, if requested, letter of credit security agreement, and such other related documents as may be reasonably required pursuant to the terms thereof (collectively, the " Letter of Credit Application ") and any draft, if applicable, completed to the satisfaction of Agent, together with such other certificates, documents and other papers and information as Agent or Issuer may reasonably request.

(b) Each Letter of Credit shall, among other things, (i) provide for the payment of sight drafts or acceptances of issuance drafts when presented for honor thereunder in accordance with the terms thereof and when accompanied by the documents described therein, (ii) be denominated in Dollars, and (iii) have an expiry date not later than one (1) year after such Letter of Credit's date of issuance, and in no event having an expiry date later than five (5) Business Days prior to the Termination Date unless Loan Parties provide cash collateral equal to not less than one hundred five (105%) percent of the face amount thereof to be held by Agent pursuant to a cash collateral agreement in form and substance reasonably satisfactory to Agent **;** provided , that , any Letter of Credit with a one (1) year term may provide for the renewal thereof for additional one (1) year periods (which shall in no event extend beyond the date referred to in clause (iii) above).

(c) Agent shall use its reasonable efforts to notify Lenders of the request by Administrative Borrower for a Letter of Credit hereunder, but any failure to so notify Lenders shall not reduce any liability or any obligation of the Lenders hereunder or any rights of Agent hereunder.

2.10 Requirements for Issuance of Letters of Credit.

(a) In connection with the issuance of any Letter of Credit, each US Borrower shall indemnify, save and hold Agent, each US Lender and each US Issuer harmless from any loss, cost, expense or liability, including, without limitation, payments made by Agent, any US Lender or any US Issuer and expenses and reasonable attorneys' fees incurred by Agent, any US Lender or any US Issuer arising out of, or in connection with, any Letter of Credit. The US Borrowers shall be bound by Agent's or US Issuer's regulations and good faith interpretations of any Letter of Credit, although this interpretation may be different from US Borrowers' own interpretation; and, neither Agent, nor any US Lender, nor any US Issuer shall be liable for any error, negligence, or mistakes, whether of omission or commission, in following any US Borrower's (or Administrative Borrower's) instructions or those contained in any Letter of Credit or of any modifications, amendments or supplements thereto or in issuing or paying any Letter of Credit except for Agent's, any US Lender's, or any US Issuer's gross (not mere) negligence or willful misconduct, as determined pursuant to a final, non-appealable order of a court of competent jurisdiction.

(b) In connection with the issuance of any Letter of Credit, each Canadian Borrower shall indemnify, save and hold Agent, each Canadian Lender and each Canadian Issuer harmless from any loss, cost, expense or liability, including, without limitation, payments made by Agent, any Canadian Lender or any Canadian Issuer and expenses and reasonable attorneys' fees incurred by Agent, any Canadian Lender or any Canadian Issuer arising out of, or in connection with, any Letter of Credit. The Canadian Borrowers shall be bound by Agent's or Canadian Issuer's regulations and good faith interpretations of any Letter of Credit, although this interpretation may be different from Canadian Borrowers' own interpretation; and, neither Agent, nor any Canadian Lender, nor any Canadian Issuer shall be liable for any error, negligence, or mistakes, whether of omission or commission, in following any Canadian Borrower's (or Administrative Borrower's) instructions or those contained in any Letter of Credit or of any modifications, amendments or supplements thereto or in issuing or paying any Letter of Credit except for Agent's, any Canadian Lender's, or any Canadian Issuer's gross (not mere) negligence or willful misconduct, as determined pursuant to a final, non-appealable order of a court of competent jurisdiction.

(c) The Borrowers shall authorize and direct any Issuer of a Letter of Credit to deliver to Agent all related payment/acceptance advices, to deliver to Agent all instruments, documents, and other writings and property received by the Issuer pursuant to the Letter of Credit 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.

(d) 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: (i) to sign and/or endorse each Borrower's name upon any warehouse or other receipts, Letter of Credit Applications and acceptances; (ii) to sign each Borrower's name on bills of lading; (iii) to clear Inventory through Customs in the name of each Borrower or Agent or Agent's designee, and to sign and deliver to Customs officials powers of attorney in the name of each Borrower for such purpose; and (iv) to complete in each 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 attorney's gross (not mere) negligence or willful misconduct, as determined pursuant to a final, non-appealable order of a court of competent jurisdiction. This power, being coupled with an interest, is irrevocable as long as any Letters of Credit remain outstanding.

(e) Each US Borrower shall immediately reimburse US Issuer for any draw under any Letter of Credit issued for the account of such US Borrower and pay US Issuer the amount of all other charges and fees payable to US Issuer in connection with any Letter of Credit issued for the account of such US Borrower immediately when due, irrespective of any claim, setoff, defense or other right which such US Borrower may have at any time against Issuer or any other Person. Each drawing under any Letter of Credit issued for the account of a US Borrower or other amount payable in connection therewith when due shall constitute a request by such US Borrower to Agent for a US Base Rate Loan in the amount of such drawing or other amount then due, and shall be made by Agent on behalf of US Lenders as a Revolving Advance (or on behalf of Swingline Lender as a Swingline Advance, as the case may be). The date of such Advance shall be the date of the drawing or, as to other amounts, the due date therefor. Any payments made by or on behalf of Agent or any US Lender to US Issuer and/or related parties in connection with any Letter of Credit shall constitute additional Revolving Advances to such US Borrower pursuant to Section 2.1 (or Swingline Advance, as the case may be).

(f) Canadian Borrowers shall immediately reimburse Canadian Issuer for any draw under any Letter of Credit issued for the account of Canadian Borrowers and pay Canadian Issuer the amount of all other charges and fees payable to Canadian Issuer in connection with any Letter of Credit issued for the account of Canadian Borrowers immediately when due, irrespective of any claim, setoff, defense or other right which Canadian Borrowers may have at any time against Canadian Issuer or any other Person. Each drawing under any Letter of Credit issued for the account of Canadian Borrowers or other amount payable in connection therewith when due shall constitute a request by Canadian Borrowers to Agent for a US Base Rate Loan in respect of drawings in US Dollars and Canadian Base Rate Loans for drawings in Canadian Dollars, in the amount of such drawing or other amount then due, and shall be made by Canadian Lenders as Revolving Advances according to their respective Commitment Percentages. The date of such Advance shall be the date of the drawing or, as to other amounts, the due date therefor. Any payments made by or on behalf of Agent or any Canadian Lender to Canadian Issuer and/or related parties in connection with any Letter of Credit shall constitute additional Revolving Advances to Canadian Borrowers pursuant to this Section 2 (or Special Agent Loans as the case may be).

(g) Immediately upon the issuance or amendment of any Letter of Credit issued for the account of a US Borrower, each US Lender shall be deemed to have irrevocably and unconditionally purchased and received, without recourse or warranty, an undivided interest and participation to the extent of such US Lender's Commitment Percentage of the liability with respect to such Letter of Credit and the obligations of US Borrowers with respect thereto (including all US Letter of Credit Obligations with respect thereto). Each US Lender shall absolutely, unconditionally and irrevocably assume, as primary obligor and not as surety, and be obligated to pay to US Issuer therefor and discharge when due, its Commitment Percentage of all of such obligations arising under such Letter of Credit. Without limiting the scope and nature of each US Lender's participation in any such Letter of Credit, to the extent that US Issuer has not been reimbursed or otherwise paid as reasonably required hereunder with respect to any such Letter of Credit or under any such Letter of Credit, each such US Lender shall pay to US Issuer its Commitment Percentage of such

unreimbursed drawing or other amounts then due to US Issuer in connection therewith. Upon receipt by Agent of a repayment from US Borrowers of any amount disbursed by Agent for which Agent had already been reimbursed by US Lenders, Agent shall deliver to each US Lender its Commitment Percentage of such repayment.

(h) Immediately upon the issuance or amendment of any Letter of Credit issued for the account of a Canadian Borrower, each Canadian Lender shall be deemed to have irrevocably and unconditionally purchased and received, without recourse or warranty, an undivided interest and participation to the extent of such Canadian Lender's Commitment Percentage in the liability with respect to such Letter of Credit and the obligations of Canadian Borrowers with respect thereto (including all Canadian Letter of Credit Obligations with respect thereto). Each Canadian Lender shall absolutely, unconditionally and irrevocably assume, as primary obligor and not as surety, and be obligated to pay to Canadian Issuer therefor and discharge when due, its Commitment Percentage of all of such obligations arising under such Letter of Credit. Without limiting the scope and nature of each Canadian Lender's participation in any such Letter of Credit, to the extent that Canadian Issuer or other issuer has not been reimbursed or otherwise paid as required hereunder or under any such Letter of Credit, each Canadian Lender shall pay to Canadian Issuer its Commitment Percentage of such unreimbursed drawing or other amounts then due to Canadian Issuer in connection therewith. Upon receipt by Agent of a repayment from Canadian Borrowers of any amount disbursed by Agent for which Agent had already been reimbursed by Canadian Lenders, Agent shall deliver to each Canadian Lender its Commitment Percentage of such repayment.

(i) The Existing Letters of Credit have heretofore been issued, or caused to be issued, by an Issuer for the account of Borrowers, or with respect to which an Issuer has indemnified the issuer of any Existing Letters of Credit or guaranteed to the issuer of any Existing Letters of Credit the performance by such Borrower of its obligations to such issuer, and the Existing Letters of Credit shall be deemed Letters of Credit issued by such Issuer hereunder and subject to all of the terms and conditions of this Agreement applicable to Letters of Credit.

2.11 Additional Payments/Protective Advances.

Any sums expended (a) 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, or (b) by Agent to protect the Collateral or enhance the likelihood of repayment of the Obligations or any portion thereof (as determined by Agent in its Permitted Discretion) may, in Agent's Permitted Discretion, be charged to the US Borrowers' Account, or in the case of such failure by a Canadian Loan Party, the Canadian Borrowers' Account as a Revolving Advance (regardless of whether or not the conditions specified in this Agreement for the making of a Revolving Advance have been satisfied, including, without limitation, Sections 2.1 or 8.2) and added to the US Obligations or Canadian Obligations, as applicable, and each Lender shall be obligated in connection therewith as if such conditions had been satisfied (including, without limitation, to fund its Commitment Percentage of such Revolving Advances). Such sums charged to the Borrowers' Account as a Revolving Advance (collectively, " Protective Advances "), plus the amount of intentional overadvances made pursuant to Section 17.2(d), shall not exceed an amount outstanding equal to ten (10%)percent of the Maximum Credit without the consent of each of the Lenders. Notwithstanding anything contained in this Section 2.11 to the contrary, any proposed Protective Advance shall be subject to the limitations set forth in Section 2.1(b)(i).

2.12 Manner of Borrowing and Payment.

(a) Each borrowing of Advances shall be advanced according to the applicable Commitment Percentages of Lenders.

(b) All proceeds of Collateral, together with each payment (including each prepayment) by the Borrowers on account of the principal of the Advances, shall be applied to the Advances pro rata according to the applicable Commitment Percentages of Lenders. Except as expressly provided herein, all payments (including prepayments) to be made by the Borrowers on account of principal, interest and fees shall be made in the Dollars without setoff or counterclaim and shall be made to Agent on behalf of the Agent and the Lenders to the applicable Payment Account, in each case on or prior to the time specified in Section 2.17(c) in immediately available funds.

(c) Notwithstanding anything to the contrary contained in Sections 2.13(a) and 2.13(b) or any other provision of this Agreement, commencing with the first (1 st) Business Day following the Closing Date, each or any borrowing of Advances may, at Agent's election, be converted to a request for and funded as a Swingline Advance in accordance with, and subject to the provisions of, Section 2.1 (d) (on behalf of the US Lenders or Canadian Lenders, as applicable) and each payment by US Borrowers on account of Swingline Advances constituting US Advances shall be applied first to those US Advances advanced by Swingline Lender, and each payment by Borrowers on account of Swingline Advances constituting Canadian Advances shall be applied first to those Canadian Advances advanced by Swingline Lender. Alternatively, Agent may request that each US Lender and each Canadian Lender (and each such Lender shall) on or before 1:00 p.m. (Chicago time) on the requested borrowing date, transfer in immediately available funds to Agent such US Lender's or Canadian Lender's (as applicable) Commitment Percentage of such requested borrowing. On each Settlement Date commencing with the first (1 st) Settlement Date following the Closing Date, Agent and Lenders shall make certain payments as follows: (A) if a US Lender's or Canadian Lender's balance of the US Advances or Canadian Advances (in each case, including Protective Advances and Swingline Advances) exceeds such Lender's Commitment Percentage of the US Advances or Canadian Advances (in each case, including Protective Advances and Swingline Advances) as of a Settlement Date, then Agent shall transfer in immediately available funds to a deposit account of such Lender (as such Lender may designate in writing to Agent) an amount such that each such Lender shall, upon receipt of such amount, have as of the Settlement Date, its Commitment Percentage of the Advances (including Protective Advances and Swingline Advances) and (B) if a US Lender's or Canadian Lender's balance of the US Advances or Canadian Advances (in each case, including Protective Advances and Swingline Advances) is less than such Lender's Commitment Percentage of the US Advances or Canadian Advances (in each case, including Protective Advances and Swingline Advances) as of a Settlement Date, such Lender shall transfer in immediately available funds to the Agent, not later than 2:00 p.m. (Chicago time), an amount such that each such Lender shall, upon transfer of such amount, have as of the Settlement Date, its Commitment Percentage of the US Advances or Canadian Advances (in each case, including Protective Advances and Swingline Advances).

(d) A Lender shall be entitled to earn interest at the applicable Interest Rate on outstanding Advances which such Lender has funded for the periods in which such Advance was so funded by such Lender. Agent shall be entitled to earn interest at the applicable Interest Rate on outstanding Advances (including Protective Advances) which Agent has funded for the periods in

which such Advance (including Protective Advances) was so funded by Agent. Swingline Lender shall be entitled to earn interest at the applicable Interest Rate on outstanding Swingline Advances which Swingline Lender has funded for the periods in which such Swingline Advances was so funded by Swingline Lender.

(e) Promptly following each Settlement Date, Agent shall submit to each Lender a certificate with respect to payments received and US Advances and Canadian Advances made during the Week immediately preceding such Settlement Date. Such certificate of Agent shall be conclusive in the absence of manifest error.

(f) If any US Lender, any Canadian Lender or any Participant (a " Benefited Lender ") shall at any time receive any payment of all or part of its Advances, or interest thereon, or receive any Collateral in respect thereof, in the case of any US Lender or any Canadian Lender, or receive any Canadian Collateral, in the case of any Canadian Lender (in each case, whether voluntarily or involuntarily or by set-off) in a greater proportion than any such payment to and US Collateral or Canadian Collateral (as applicable) received by any other Lender, if any, in respect of such other Lender's Advances, 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 US Lenders or Canadian Lenders (as applicable) a participation in such portion of each such other US Lenders' or Canadian Lenders' (as applicable) Advances, or shall provide such other Lender US Lenders or Canadian Lenders (as applicable) with the benefits of any such US Collateral or Canadian Collateral (as applicable), or the proceeds thereof, as shall be necessary to cause such Benefited Lender to share the excess payment or benefits of such US Collateral or Canadian Collateral (as applicable) or proceeds ratably with each of the other US Lenders or Canadian Lenders (as applicable) according to their Commitment Percentages thereof; 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 may exercise all rights of payment (including, without limitation, rights of set-off) with respect to such portion as fully as if such Lender were the direct holder of such portion.

(g) Unless Agent shall have been notified in writing, prior to the making of any Advance, by any Lender that such Lender will not make available to Agent the amount which would constitute its applicable Commitment Percentage of the US Advances, in the case of US Lenders, or Canadian Advances, in the case of Canadian Lenders, Agent may (but shall not be obligated to) assume that such Lender shall make (and such Lender unconditionally shall be obligated to make) such amount available to Agent on or prior to the next Settlement Date and, in reliance upon such assumption, make available to Administrative Borrower (on behalf of the applicable US Borrower or Canadian Borrower) a corresponding amount. Agent will promptly notify Administrative Borrower 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 Effective Rate (computed on the basis of a year of three hundred sixty (360) days) for amounts in US Dollars and the daily average Bank of Canada rate for overnight deposits (computed on the basis of a year of three hundred sixty five (365) days) for amounts due in Canadian Dollars 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 (g) 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 Advance hereunder, on demand from the Borrowers, in the case of a Canadian Advance, or from the US Borrowers, in the case of a US Advance; provided , however , that , Agent's right to such recovery shall not prejudice or otherwise adversely affect the Borrowers' rights (if any) against such Lender.

2.13 Mandatory Prepayments.

Notwithstanding the following, during a Waterfall Event, the order of application to the Obligations shall be made pursuant to Section 11.2 rather than as is provided in this Section 2.13:

(a) When any US Loan Party or any of its Subsidiaries Disposes of any US Collateral or other assets (other than sales of Inventory in the ordinary course of business and provided such Disposition is permitted by Section 7.1(c)) or receives proceeds of property or casualty insurance or any condemnation of US Collateral or other assets by any Governmental Body, within three (3) Business Days thereof, US Loan Parties shall repay the US Advances in an amount equal to one hundred (100%) percent of the net cash proceeds of such sale (i.e., gross cash proceeds less the reasonable out-of-pocket costs and expenses in respect of such Dispositions (including any taxes and similar amounts and the payment of any Indebtedness secured by such assets and required to be paid)) in excess of $5,000,000 in the aggregate in any fiscal year or all of the cash proceeds of such insurance or condemnation, as applicable, such repayments to be made promptly but in no event more than three (3) Business Days following receipt of such proceeds, and until the date of payment, such proceeds shall be held in trust for Agent. Such repayments shall be applied (i) *first* , to the outstanding Swingline Advances to the US Borrowers until paid in full, (ii) *second* , to the other outstanding US Revolving Advances in such order as Agent may determine until paid in full, subject to the US Borrowers' ability to reborrow US Revolving Advances in accordance with the terms hereof, (iii) *third* , to the outstanding Swingline Advances made to Canadian Borrowers until paid in full, and (iv) *fourth* , to the outstanding Canadian Revolving Advances in such order as Agent may determine until paid in full, subject to the Canadian Borrowers' ability to reborrow Canadian Revolving Advances in accordance with the terms hereof. Notwithstanding the foregoing, unless and until an Event of Default has occurred and is continuing or would result therefrom, such proceeds from Dispositions and insurance and condemnation payments may be retained by US Loan Parties solely to acquire replacement assets without making a mandatory prepayment hereunder, so long as (A) the fair market value of the acquired assets is equal to or greater than the fair market value of the assets which were Disposed or subject to the insurance or condemnation payment, as applicable, (B) the acquired assets are purchased by the applicable US Loan Party within two hundred seventy (270) days of the Disposal of the assets or receipt of the insurance payment, as applicable, (C) the acquired assets are acceptable to Agent in its Permitted Discretion, and (D) if the assets that were Disposed or that were the subject of the insurance or condemnation payment, as applicable, were US Collateral, the acquired assets must all be US Collateral and shall be subject to Agent's first priority Lien created hereunder (subject to Permitted Encumbrances). Such cash collateral shall be released by Agent only in connection with the making of a US Revolving Advance to be used by the US Borrowers solely for the purposes of funding the acquisition of replacement assets pursuant to the terms of this Section 2.13(a); provided , however , that , nothing contained

herein shall waive or modify any conditions to the making of Revolving Advances or any other provisions of this Agreement. If a US Loan Party fails to meet the conditions set forth above, US Loan Parties hereby authorize Agent and Lenders to apply the proceeds held by Agent as a prepayment of the Advances in the manner set forth above. Any such prepayment must be accompanied by the payment of any LIBOR Rate Loans funding breakage costs in accordance with Section 2.2(g). The provisions of this Section 2.13(a) shall not be deemed to be an implied consent to any such Disposition otherwise prohibited by the terms and conditions of this Agreement or any Other Document; and

(b) When any Canadian Loan Party or any of its Subsidiaries Disposes of any Canadian Collateral or other assets (other than sales of Inventory in the ordinary course of business and provided such Disposition is permitted by Section 7.1(c)) or receives proceeds of property or casualty insurance or any condemnation of Canadian Collateral or other assets by any Governmental Body, within three (3) Business Days thereof, Canadian Loan Parties shall repay the Canadian Advances in an amount equal to one hundred (100%) percent of the net cash proceeds of such sale (i.e., gross cash proceeds less the reasonable out-of-pocket costs and expenses in respect of such Dispositions (including any taxes and similar amounts and the payment of any Indebtedness secured by such assets and required to be paid)) in excess of $5,000,000 in the aggregate in any fiscal year or all of the cash proceeds of such insurance or condemnation, as applicable, such repayments to be made promptly but in no event more than three (3) Business Days following receipt of such proceeds, and until the date of payment, such proceeds shall be held in trust for Agent. Such repayments shall be applied (i) *first* , to the outstanding Swingline Advances made to Canadian Borrowers until paid in full, and (ii) *second* , to the other outstanding Canadian Revolving Advances in such order as Agent may determine until paid in full, subject to the Canadian Borrowers' ability to reborrow Canadian Revolving Advances in accordance with the terms hereof. Notwithstanding the foregoing, unless and until an Event of Default has occurred and is continuing or would result therefrom, such proceeds from Dispositions and insurance and condemnation payments may be retained by Canadian Loan Parties solely to acquire replacement assets without making a mandatory prepayment hereunder, so long as (A) the fair market value of the acquired assets is equal to or greater than the fair market value of the assets which were Disposed or subject to the insurance or condemnation payment, as applicable, (B) the acquired assets are purchased by the applicable Canadian Loan Party within two hundred seventy (270) days of the Disposal of the assets or receipt of the insurance payment, as applicable, (C) the acquired assets are acceptable to Agent in its Permitted Discretion, and (D) if the assets that were Disposed or that were the subject of the insurance or condemnation payment, as applicable, were Canadian Collateral, the acquired assets must all be Canadian Collateral and shall be subject to Agent's first priority Lien created hereunder (subject to Permitted Encumbrances). Such cash collateral shall be released by Agent only in connection with the making of a Canadian Revolving Advance to be used by the Canadian Borrowers solely for the purposes of funding the acquisition of replacement assets pursuant to the terms of this Section 2.13(b); provided , however , that , nothing contained herein shall waive or modify any conditions to the making of Revolving Advances or any other provisions of this Agreement. If a Canadian Loan Party fails to meet the conditions set forth above, Canadian Loan Parties hereby authorize Agent and Lenders to apply the proceeds held by Agent as a prepayment of the Canadian Advances in the manner set forth above. Any such prepayment of LIBOR Rate Loans or BA Rate Loans must be accompanied by the payment of any funding breakage costs in accordance with Section 2.2(g). The provisions of this Section 2.13(b) shall not be deemed to be an

implied consent to any such Disposition otherwise prohibited by the terms and conditions of this Agreement or any Other Document.

2.14 Use of Proceeds.

The Borrowers shall use the initial proceeds of the Advances and Letters of Credit hereunder on the Closing Date only for: (a) payments on the Closing Date to each of the Persons listed in the disbursement direction letter furnished by the Borrowers to Agent on or about the Closing Date and (b) costs, expenses and fees incurred on or prior to the Closing Date in connection with the preparation, negotiation, execution and delivery of this Agreement and the Other Documents. All other Advances made or Letters of Credit provided to or for the benefit of the Borrowers pursuant to the provisions hereof shall be used by the Borrowers only for general operating, working capital and other general corporate purposes of the Borrowers not otherwise prohibited by the terms hereof. Further, none of the proceeds will be used, directly or indirectly, for the purpose of purchasing or carrying any margin security or for the purposes of reducing or retiring any Indebtedness which was originally incurred to purchase or carry any margin security or for any other purpose which might cause any of the Advances to be considered a "purpose credit" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System, as amended.

2.15 Defaulting Lender/Impacted Lender.

(a) Notwithstanding anything to the contrary contained herein, in the event any Lender (i) has refused (if the refusal constitutes a breach by such Lender of its obligations under this Agreement) to make available its portion of any Advance, (ii) notifies either Agent or Administrative Borrower that it does not intend to make available its portion of any Advance (if the actual refusal would constitute a breach by such Lender of its obligations under this Agreement), or (iii) failed to fund any payments required to be made by it under this Agreement or any Other Document (each, a " Lender Default "), all rights and obligations hereunder of such Lender (a " Defaulting Lender ") as to which a Lender Default is in effect and of the other parties hereto shall be modified to the extent of the express provisions of this Section 2.15 while such Lender Default remains in effect. Notwithstanding the foregoing, no Lender Default shall be deemed to occur with respect to a Lender, and such Lender shall not constitute a Defaulting Lender hereunder, if such Lender notifies Agent and Borrowers in writing that such Lender's refusal or failure to fund any Advance or any such payments required to be made by it hereunder is the result of such Lender's good faith determination that one or more conditions precedent to funding as set forth in this Agreement (each of which conditions precedent, together with any applicable Default or Event of Default, shall be specifically identified in writing) has not been satisfied.

(b) The obligations of each Lender to make Advances shall continue to be based on their respective Commitment Percentages, and no Commitment Percentage of any Lender or any Commitment Percentage of any Advances required to be advanced by any Lender shall be increased as a result of a Lender Default. Amounts received in respect of the Obligations owing to the Lenders shall be applied to reduce the applicable Obligations owing to each Lender that is not a Defaulting Lender prior to any such amounts being applied to reduce the Obligations owing to such Defaulting Lender to the extent that the aggregate amount of outstanding Obligations owing to such Defaulting Lender is less than what it would have been if such Lender Default did not occur.

(c) Notwithstanding anything set forth herein to the contrary, a Defaulting Lender shall not have any voting or consent rights, or be permitted to direct the Agent, under or with respect to any Loan Document or constitute a "Lender" (or be included in the calculation of "Required Lenders" hereunder) for any voting or consent rights, or in directing the Agent, under or with respect to any Loan Document; provided , that , the foregoing shall not permit (i) an increase in the principal amount of such Defaulting Lender's Commitment, (ii) the reduction of the principal of, rate of interest on (other than the waiver of any default rate) or fees payable with respect to any Loan or Letter of Credit of such Defaulting Lender or (iii) unless all other Lenders affected thereby are treated similarly, the extension of any scheduled (as opposed to mandatory prepayment) payment date or final maturity date of the principal among of any Loan of such Defaulting Lender.

(d) Other than as expressly set forth in this Section 2.15, the rights and obligations of a Defaulting Lender (including the obligation to indemnify Agent; provided , that , to the extent that a Defaulting Lender fails to timely indemnify Agent or any Issuer pursuant to the terms and conditions of this Agreement or any Other Document, the other Lenders shall contribute to such shortfall in such indemnification according to their Commitment Percentages thereof) and the other parties hereto shall remain unchanged. Nothing in this Section 2.15 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 the Borrowers, Agent or any Lender may have against any Defaulting Lender as a result of any default by such Defaulting Lender hereunder. At the option of Agent, any amount payable to a Defaulting Lender hereunder (whether on account of principal, interest, fees or otherwise) shall, in lieu of being distributed to such Defaulting Lender, be retained by Agent as cash collateral for future funding obligations of the Defaulting Lender in respect of any Advance or existing or future participating interest in any Swingline Advance or Letter of Credit (including the obligation to indemnify Agent pursuant to Section 14.7). The Defaulting Lender's decision-making and participation rights and rights to payments hereunder shall be restored only upon the payment by the Defaulting Lender of its Commitment Percentage of any Obligations, any participation obligation, or expenses as to which it is delinquent, together with interest thereon at the rate set forth in Section 2.13(g) hereof from the date when originally due until the date upon which any such amounts are actually paid.

(e) In the event a Defaulting Lender retroactively cures to the satisfaction of Agent the breach which caused a Lender to become a Defaulting Lender, then, from and after the date on which such cure has been so effected, such Defaulting Lender shall no longer be a Defaulting Lender and shall be treated as a Lender that is not a Defaulting Lender under this Agreement.

(f) Agent may replace a Defaulting Lender or an Impacted Lender in accordance with Section 17.2(c) and Administrative Borrower, upon written notice to Agent, may replace a Defaulting Lender in accordance with Sections 3.8 and 17.2(c).

2.16 Joint and Several Liability of US Borrowers .

(a) Notwithstanding anything in this Agreement or any of the Other Documents to the contrary, each US Borrower, jointly and severally, in consideration of the financial accommodations to be provided by Agent and Lenders under this Agreement and the Other

Documents, for the mutual benefit, directly and indirectly, of each US Borrower and in consideration of the undertakings of the other US Borrowers to accept joint and several liability for the Obligations, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other US Borrowers, with respect to the payment and performance of all of the Obligations, it being the intention of the parties hereto that all of the Obligations shall be the joint and several obligations of each US Borrower without preferences or distinction among them. US Borrowers shall be liable for all amounts due to Agent and Lenders under this Agreement, regardless of which US Borrower actually receives the Advances or Letter of Credit Obligations hereunder or the amount of such Revolving Advances received or the manner in which Agent or any Lender accounts for such Advances, Letter of Credit Obligations or other extensions of credit on its books and records. The Obligations of US Borrowers with respect to Revolving Advances made to one of them, and the Obligations arising as a result of the joint and several liability of one of the US Borrowers hereunder with respect to Revolving Advances made to the other of the US Borrowers hereunder, shall be separate and distinct obligations, but all such other Obligations shall be primary obligations of all US Borrowers.

(b) If and to the extent that any US Borrower shall fail to make any payment with respect to any of the Obligations as and when due or to perform any of the Obligations in accordance with the terms thereof, then in each such event, the other US Borrowers will make such payment with respect to, or perform, such Obligation.

(c) Except as otherwise expressly provided herein, to the extent permitted by law, each US Borrower (in its capacity as a joint and several obligor in respect of the obligations of the other US Borrowers) hereby waives notice of acceptance of its joint and several liability, notice of occurrence of any Event of Default (except to the extent notice is expressly required to be given pursuant to the terms of this Agreement), or of any demand for any payment under this Agreement or the Other Documents (except to the extent notice is expressly required to be given pursuant to the terms hereof or thereof, respectively), notice of any action at any time taken or omitted by Agent or any Lender under or in respect of any of the obligations hereunder, any requirement of diligence and, generally, all demands, notices and other formalities of every kind in connection with this Agreement and the Other Documents. Each US Borrower hereby assents to, and waives notice of, any extension or postponement of the time for the payment of any of the Obligations, the acceptance of any partial payment thereon, any waiver, consent or other action or acquiescence by Agent or any Lender at any time or times in respect of any default by the other US Borrowers in the performance or satisfaction of any term, covenant, condition or provision of this Agreement, any and all other indulgences whatsoever by Agent or any Lender in respect of any of the obligations hereunder, and the taking, addition, substitution or release, in whole or in part, at any time or times, of any security for any of such obligations or the addition, substitution or release, in whole or in part, of the other US Borrowers. Without limiting the generality of the foregoing, each US Borrower (in its capacity as a joint and several obligor in respect of the obligations of the other US Borrowers) assents to any other action or delay in acting or any failure to act on the part of Agent or any Lender, including, without limitation, any failure strictly or diligently to assert any right or to pursue any remedy or to comply fully with applicable laws or regulations thereunder which might, but for the provisions of this Section 2.16, afford grounds for terminating, discharging or relieving such US Borrower, in whole or in part, from any of its obligations under this Section 2.16, it being the intention of each US Borrower that, so long as any of the Obligations hereunder remain unsatisfied, the obligations of such US Borrower under this Section 2.16 shall not be discharged except by performance and then

only to the extent of such performance. The obligations of each US Borrower under this Section 2.16 shall not be diminished or rendered unenforceable by any winding up, reorganization, arrangement, liquidation, reconstruction or similar proceeding with respect to any US Borrower. The joint and several liability of the US Borrowers hereunder shall continue in full force and effect notwithstanding any absorption, merger, amalgamation or any other change whatsoever in the name, membership, constitution or place of formation of any US Borrower or any of the Lenders.

(d) The provisions of this Section 2.16 are made for the benefit of the Agent and Lenders and their successors and assigns, and may be enforced by Agent from time to time against any US Borrower as often as occasion therefor may arise and without requirement on the part of Agent or any Lender first to marshal any of its claims or to exercise any of its rights against the other US Borrowers or to exhaust any remedies available to it against the other US Borrowers or to resort to any other source or means of obtaining payment of any of the Obligations hereunder or to elect any other remedy. The provisions of this Section 2.16 shall remain in effect until all the Obligations shall have been Paid in Full or otherwise fully satisfied (other than indemnities and contingent Obligations which have not yet accrued). If at any time, any payment, or any part thereof, made in respect of any of the Obligations is rescinded or must otherwise be restored or returned by Agent or any Lender upon the insolvency, bankruptcy or reorganization of any US Borrower, or otherwise, the provisions of this Section 2.16 will forthwith be reinstated and in effect as though such payment had not been made.

(e) Notwithstanding any provision to the contrary contained herein or in any of the Other Documents, to the extent the obligations of a US Borrower shall be adjudicated to be invalid or unenforceable for any reason (including, without limitation, because of any applicable state or federal law relating to fraudulent conveyances or transfers) then the obligations of such US Borrower hereunder shall be limited to the maximum amount that is permissible under applicable law (whether federal, state or provincial and including, without limitation, the Bankruptcy Code, the Companies' Creditors Arrangement Act (Canada) or Bankruptcy and Insolvency Act (Canada)).

(f) With respect to the Obligations arising as a result of the joint and several liability of US Borrowers hereunder with respect to Advances, Letter of Credit Obligations or other extensions of credit made to the other US Borrowers hereunder, each US Borrower waives, until the Obligations shall have been Paid in Full (other than indemnities and contingent Obligations which have not yet accrued) and this Agreement shall have been terminated, any right to enforce any right of subrogation or any remedy which Agent or any Lender now has or may hereafter have against any US Borrower, 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 or any Lender. Any claim which any US Borrower may have against any other US Borrower with respect to any payments to Agent or Lenders hereunder or under any of the Other Documents are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Obligations arising hereunder or thereunder, to the prior payment in full in cash of the Obligations. Upon the occurrence of any Event of Default and for so long as the same is continuing, Agent and Lenders may proceed directly and at once, without notice (to the extent notice is waivable under applicable law), against (i) with respect to Obligations of US Borrowers, any or all of them or (ii) with respect to Obligations of any US Borrower, to collect and recover the full amount, or any portion of the applicable Obligations, without first proceeding against the other applicable US Borrowers or any other Person, or against any security or collateral for the Obligations. Each US Borrower consents

and agrees that Agent and Lenders shall be under no obligation to marshal any assets in favor of US Borrower(s) or against or in payment of any or all of the Obligations.

2.17 Joint and Several Liability of Canadian Borrowers .

(a) Notwithstanding anything in this Agreement or any of the Other Documents to the contrary, each Canadian Borrower, jointly and severally, in consideration of the financial accommodations to be provided by Agent and Lenders under this Agreement and the Other Documents, for the mutual benefit, directly and indirectly, of each Canadian Borrower and in consideration of the undertakings of the other Canadian Borrowers to accept joint and several liability for the Canadian Obligations, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Canadian Borrowers, with respect to the payment and performance of all of the Canadian Obligations, it being the intention of the parties hereto that all of the Canadian Obligations shall be the joint and several Canadian Obligations of each Canadian Borrower without preferences or distinction among them. Canadian Borrowers shall be liable for all amounts due to Agent and Lenders under this Agreement in respect of the Canadian Credit Facility, regardless of which Canadian Borrower actually receives the Advances, or Canadian Letter of Credit Obligations hereunder or the amount of such Revolving Advances received or the manner in which Agent or any Lender accounts for such Advances, Canadian Letter of Credit Obligations or other extensions of credit on its books and records. The Canadian Obligations of Canadian Borrowers with respect to Revolving Advances made to one of them, and the Canadian Obligations arising as a result of the joint and several liability of one of the Canadian Borrowers hereunder, with respect to Revolving Advances made to the other of the Canadian Borrowers hereunder, shall be separate and distinct Canadian Obligations, but all such other Canadian Obligations shall be primary Canadian Obligations of all Canadian Borrowers.

(b) If and to the extent that any Canadian Borrower shall fail to make any payment with respect to any of the Canadian Obligations as and when due or to perform any of the Canadian Obligations in accordance with the terms thereof, then in each such event, the other Canadian Borrowers will make such payment with respect to, or perform, such Canadian Obligation.

(c) Except as otherwise expressly provided herein, to the extent permitted by law, each Canadian Borrower (in its capacity as a joint and several obligor in respect of the Canadian Obligations of the other Canadian Borrowers) hereby waives notice of acceptance of its joint and several liability, notice of occurrence of any Event of Default (except to the extent notice is expressly required to be given pursuant to the terms of this Agreement), or of any demand for any payment under this Agreement or the Other Documents (except to the extent demand is expressly required to be made pursuant to the terms of this Agreement or the Other Documents), notice of any action at any time taken or omitted by Agent or any Lender under or in respect of any of the Canadian Obligations hereunder, any requirement of diligence and, generally, all demands, notices and other formalities of every kind in connection with this Agreement and the Other Documents except as required hereunder or under any Other Document. Each Canadian Borrower hereby assents to, and waives notice of, any extension or postponement of the time for the payment of any of the Canadian Obligations, the acceptance of any partial payment thereon, any waiver, consent or other action or acquiescence by Agent or any Lender at any time or times in respect of any default by the other Canadian Borrowers in the performance or satisfaction of any term, covenant, condition or provision of this Agreement, any and all other indulgences whatsoever by Agent or any Lender in

respect of any of the Canadian Obligations hereunder, and the taking, addition, substitution or release, in whole or in part, at any time or times, of any security for any of such Canadian Obligations or the addition, substitution or release, in whole or in part, of the other Canadian Borrowers. Without limiting the generality of the foregoing, each Canadian Borrower (in its capacity as a joint and several obligor in respect of the Canadian Obligations of the other Canadian Borrowers) assents to any other action or delay in acting or any failure to act on the part of Agent or any Lender, including, without limitation, any failure strictly or diligently to assert any right or to pursue any remedy or to comply fully with applicable laws or regulations thereunder which might, but for the provisions of this Section 2.17, afford grounds for terminating, discharging or relieving such Canadian Borrower, in whole or in part, from any of its Canadian Obligations under this Section 2.17, it being the intention of each Canadian Borrower that, so long as any of the Canadian Obligations hereunder remain unsatisfied, the Canadian Obligations of such Canadian Borrower under this Section 2.17 shall not be discharged except by performance and then only to the extent of such performance. The Canadian Obligations of each Canadian Borrower under this Section 2.17 shall not be diminished or rendered unenforceable by any winding up, reorganization, arrangement, liquidation, reconstruction or similar proceeding with respect to any Canadian Borrower. The joint and several liability of Canadian Borrowers hereunder shall continue in full force and effect notwithstanding any absorption, merger, amalgamation or any other change whatsoever in the name, membership, constitution or place of formation of any Canadian Borrower or any of the Lenders.

(d) The provisions of this Section 2.17 are made for the benefit of Agent and Lenders and their successors and assigns and may be enforced by Agent from time to time against any Canadian Borrower as often as occasion therefor may arise and without requirement on the part of Agent or any Lender first to marshal any of its claims or to exercise any of its rights against the other Canadian Borrowers or to exhaust any remedies available to it against the other Canadian Borrowers or to resort to any other source or means of obtaining payment of any of the Canadian Obligations hereunder or to elect any other remedy. The provisions of this Section 2.17 shall remain in effect until all the Canadian Obligations shall have been Paid in Full or otherwise fully satisfied (other than indemnities and contingent Canadian Obligations which have not yet accrued). If at any time, any payment, or any part thereof, made in respect of any of the Canadian Obligations is rescinded or must otherwise be restored or returned by Agent or any Lender upon the insolvency, bankruptcy or reorganization of any Canadian Borrower, or otherwise, the provisions of this Section 2.17 hereof will forthwith be reinstated and in effect as though such payment had not been made.

(e) Notwithstanding any provision to the contrary contained herein or in any of the Other Documents, to the extent the Canadian Obligations of a Canadian Borrower shall be adjudicated to be invalid or unenforceable for any reason (including, without limitation, because of any applicable provincial or federal law relating to fraudulent conveyances or transfers) then the Canadian Obligations of such Canadian Borrower hereunder shall be limited to the maximum amount that is permissible under applicable law (whether federal, provincial or state and including, without limitation, the Bankruptcy Code of the United States, and the Companies' Creditors Arrangement Act (Canada) and the Bankruptcy and Insolvency Act (Canada)).

(f) With respect to the Canadian Obligations arising as a result of the joint and several liability of Canadian Borrowers hereunder with respect to Canadian Advances, Canadian Letter of Credit Obligations or other extensions of credit made to the other Canadian Borrowers hereunder, each Canadian Borrower waives, until the Canadian Obligations shall have been Paid in

Full (other than indemnities and contingent Canadian Obligations which have not yet accrued) and this Agreement shall have been terminated, any right to enforce any right of subrogation or any remedy which Agent or any Lender now has or may hereafter have against any Canadian Borrower, any endorser or any guarantor of all or any part of the Canadian Obligations, and any benefit of, and any right to participate in, any security or collateral given to Agent or any Lender. Any claim which any Canadian Borrower may have against any other Canadian Borrower with respect to any payments to Agent or Lenders hereunder or under any of the Other Documents are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Canadian Obligations arising hereunder or thereunder, to the prior payment in full in cash of the Canadian Obligations. Upon the occurrence of any Event of Default and for so long as the same is continuing, Agent and Lenders may proceed directly and at once, without notice (to the extent notice is waivable under applicable law), against (i) with respect to Canadian Obligations of Canadian Borrowers, either or both of them or (ii) with respect to Canadian Obligations of any Canadian Borrower, to collect and recover the full amount, or any portion of the applicable Canadian Obligations, without first proceeding against the other applicable Canadian Borrowers or any other Person, or against any security or collateral for the Canadian Obligations. Each Canadian Borrower consents and agrees that Agent and Lenders shall be under no obligation to marshal any assets in favor of Canadian Borrowers or against or in payment of any or all of the Canadian Obligations.

2.18 Interrelated Businesses.

Loan Parties hereby represent and warrant to Agent and Lenders that (a) Loan Parties and their respective Subsidiaries make up a related organization of various entities constituting a single economic and business enterprise so that Loan Parties and their respective Subsidiaries share an identity of interests such that any benefit received by any Loan Party or any Subsidiary of any Loan Party benefits each other Loan Party and each other Subsidiary of Loan Parties; (b) certain of Loan Parties and their respective Subsidiaries render services to or for the benefit of other Loan Parties and Subsidiaries, as the case may be, purchase or sell and supply goods to or from or for the benefit of the others, make loans, advances and provide other financial accommodations to or for the benefit of the other Loan Parties and Subsidiaries (including, inter alia, the payment by Loan Parties and Subsidiaries of creditors of the other Loan Parties and Subsidiaries and guarantees by Loan Parties and Subsidiaries of indebtedness of the other Loan Parties and Subsidiaries and provide administrative, marketing, payroll and management services to or for the benefit of the other Loan Parties and Subsidiaries), and (c) Loan Parties and their Subsidiaries have centralized accounting and legal service, common officers and directors and are identified to creditors as a single economic and business enterprise.

2.19 Appointment of Administrative Borrower as Agent for Requesting Advances and Letters of Credit and Receipts of Advances and Statements and Receipts and Sending of Notices.

(a) Each Borrower hereby irrevocably appoints and constitutes Administrative Borrower as its agent to request and receive Advances and Letters of Credit pursuant to this Agreement and the Other Documents from Agent or any Lender in the name or on behalf of such Borrower. Agent and Lenders may disburse the Advances to such bank account of Administrative Borrower or a Borrower or otherwise make such Loans to a Borrower, and provide such Letters of Credit for the account of a Borrower, in each case as Administrative Borrower may designate or

direct, without notice to any other Borrower or Loan Party. Notwithstanding anything to the contrary contained herein, Agent may at any time and from time to time require that Advances (including without limitation Protective Advances) be disbursed directly to an operating account of a Borrower or to any other Person.

(b) Each Loan Party hereby irrevocably appoints and constitutes Administrative Borrower as its agent to receive statements on account and all other notices from Agent and Lenders with respect to the Obligations or otherwise under or in connection with this Agreement and the Other Documents.

(c) Any notice, election, representation, warranty, agreement or undertaking by or on behalf of any Loan Party by Administrative Borrower shall be deemed for all purposes to have been made by such Loan Party and shall be binding upon and enforceable against such Loan Party to the same extent as if made directly by such Loan Party.

(d) Administrative Borrower hereby accepts the appointment by each Loan Party to act as the agent of the Borrowers pursuant to this Section 2.19. Administrative Borrower shall ensure that the disbursement of any Advances to each Borrower requested by or paid to or for the account of the Borrowers, or the issuance of any Letters of Credit for the account of a Borrower hereunder, shall be paid to or issued for the account of such Borrower.

(e) No purported termination of the appointment of Administrative Borrower as agent as aforesaid shall be effective, except after ten (10) days' prior written notice to Agent.

2.20 Increase in Maximum Credit.

(a) From and after the earlier of (i) the date which is ninety (90) days from the Closing Date and (ii) the date that a Successful Syndication (as defined in the Fee Letter) has been achieved, Administrative Borrower may, at any time, deliver a written request to Agent to increase the Maximum Credit; provided , that , (A) any such increase shall be subject to the consent of Agent and satisfaction of each of the conditions set forth in Section 2.20(c) below, (B) any such written request shall specify the amount of the increase in the Maximum Credit that Administrative Borrower is requesting; (C) the aggregate amount of any and all such increases in the Maximum Credit shall not exceed $50,000,000 or cause the Maximum Credit to exceed $150,000,000, (D) the amount of each increase in the Maximum Credit shall not be less than $25,000,000, (E) such requests may not be made more than two (2) times during the Term, (F) any such request shall be irrevocable, and (G) in connection with any such increases in the Maximum Credit, with the Agent's consent, the Borrowers may increase the Canadian Revolving Loan Maximum Amount by an amount of up to $10,000,000 in the aggregate for all such increases.

(b) Upon the receipt by Agent of any such written request, Agent shall notify each of the Lenders of such request and each Lender (other than Defaulting Lenders, Impacted Lenders and Prior Defaulting/Impacted Lender) shall have the option (but not the obligation) to increase the amount of its Revolver Commitment by an amount approved by Agent in its sole discretion of the amount of the increase in the Maximum Credit requested by Administrative Borrower as set forth in the notice from Agent to such Lender. Each Lender shall notify Agent within ten (10) days after the receipt of such notice from Agent whether it is willing to so increase its Revolver Commitment, and

if so, the amount of such increase; provided , that , no Lender shall be obligated to provide such increase in its Revolver Commitment and the determination to increase the Revolver Commitment of a Lender shall be within the sole and absolute discretion of such Lender. If the aggregate amount of the increases in the Revolver Commitments received from the Lenders does not equal or exceed the amount of the increase in the Maximum Revolving Advances Amount requested by Administrative Borrower, Agent or Administrative Borrower may seek additional increases from Lenders (other than Defaulting Lenders, Impacted Lenders or Prior Defaulting/Impacted Lender) or Revolver Commitments from such Qualified Assignees as it may determine, after, in the case of Administrative Borrower, consultation with Agent. In the event Lenders (or Lenders and any such Qualified Assignees, as the case may be) have committed in writing to provide increases in their Revolver Commitments or new Revolver Commitments in an aggregate amount in excess of the increase in the Maximum Credit requested by Administrative Borrower or permitted hereunder, Agent shall then have the right to allocate such commitments, first to Lenders and then to Qualified Assignees, in such amounts and manner as Agent may determine, after consultation with Administrative Borrower.

(c) The Maximum Credit shall be increased by the amount of the increase in Revolver Commitments from Lenders or new Commitments from Qualified Assignees, in each case selected in accordance with Section 2.20(b) above, for which Agent has received written confirmation in from and substance satisfactory to Agent from such Lenders or Qualified Assignees, as applicable, on the date requested by Administrative Borrower for the increase or such other date as Agent and Administrative Borrower may agree (but subject to the satisfaction of the conditions set forth below), whether or not the aggregate amount of the increase in Revolver Commitments and new Revolver Commitments, as the case may be, equal or exceed the amount of the increase in the Maximum Credit requested by Administrative Borrower in accordance with the terms hereof (but in no event shall the Maximum Revolver Amount be increased above the amounts described in Section 2.20(a)), effective on the date that Agent notifies Administrative Borrower that each of the following conditions have been satisfied (such date being the " Maximum Credit Increase Effective Date "):

(i) Agent shall have received from each Lender or Qualified Assignee that is providing an additional Revolver Commitment as part of the increase in the Maximum Credit, a written confirmation described above duly executed by such Lender or Qualified Assignee, Agent and Administrative Borrower;

(ii) the conditions precedent to the making of Advances set forth in Sections 8.2(b) and (c) shall be satisfied as of the date of the increase in the Maximum Credit, both before and after giving effect to such increase whether or not an Advance is then being made;

(iii) Upon the request of Agent, Agent shall have received an opinion of counsel to Loan Parties in form and substance and from counsel reasonably satisfactory to Agent addressing such matters as Agent may reasonably request (including an opinion that such increase shall not violate Material Contracts of Loan Parties), amendments to Mortgages and any other documents and agreements reasonably required by Agent with respect thereto;

(iv) such increase in the Maximum Credit on the date of the effectiveness thereof shall not violate any term or provisions of any applicable law, regulation or order or decree

of any court or other Governmental Body and shall not be enjoined, temporarily, preliminarily or permanently; and

(v) there shall have been paid to each Lender and Qualified Assignee, in each case, providing an additional Revolver Commitment in connection with such increase in the Maximum Credit all fees and expenses due and payable to such Person on or before the effectiveness of such increase, including, without limitation, all such fees payable pursuant to the Fee Letter.

(d) There shall have been paid to Agent, for the account of the Agent and Lenders (in accordance with any agreement among them) all fees and expenses (including reasonable fees and expenses of counsel) due and payable pursuant to any of the Other Documents on or before the effectiveness of such increase to the extent relating to such increase.

(e) As of a Maximum Credit Increase Effective Date, each reference to the term Maximum Credit herein and in any of the Other Documents shall be deemed amended to mean the amount of the Maximum Credit specified in the written notice from Agent to Administrative Borrower of the increase in the Maximum Credit.

2.21 Decrease in Maximum Credit.

Borrowers (a) may at any time and from time to time permanently reduce the Maximum Credit by Administrative Borrower delivering to Agent a Line Decrease Notice and (b) shall be obligated to permanently reduce the Maximum Credit if and to the extent required by clause (a)(iv) of the definition of Second Lien Note Prepayment Conditions by Administrative Borrower delivering to Agent the certificate (an " Excess Cash Flow Line Reduction Certificate ") required by such clause (a)(iv) of the definition of Second Lien Note Prepayment Conditions (the " Excess Cash Flow Line Reduction "), provided that , (i) each Line Decrease Notice shall provide for concurrent reductions in the Maximum Credit in a minimum amount of $5,000,000 and incremental amounts of $1,000,000 in excess thereof, each Excess Cash Flow Line Reduction Certificate shall provide for concurrent reductions in the Maximum Credit in the amount of the Excess Cash Flow Line Reduction (as applicable), and the Canadian Revolving Loan Maximum Amount shall in each case be reduced by a pro rata amount, based on the percentage decrease in the Maximum Credit then occurring (collectively, a " Line Decrease "), (ii) in no event shall the Maximum Credit be reduced to less than $75,000,000, and (iii) if the aggregate amount of the US Advances and US Letter of Credit Obligations then outstanding on the effective date of Line Decrease exceeds the Maximum Credit and the US Revolving Loan Maximum Amount or the aggregate amount of the Canadian Advances and Canadian Letter of Credit Obligations then outstanding exceeds the Canadian Revolving Loan Maximum Amount, in either case as so reduced, then US Borrowers shall, concurrently with the delivery of the Line Decrease Notice or Excess Cash Flow Line Reduction Certificate (as applicable), make a mandatory prepayment of the US Advances and Borrowers shall make a mandatory prepayment of the Canadian Advances (as applicable) in an amount equal to such excess(es). Any Line Decrease Notice or Excess Cash Flow Line Reduction Certificate delivered to Agent shall be irrevocable and any Line Decrease pursuant to such Line Decrease Notice or Excess Cash Flow Line Reduction Certificate (as applicable) shall be effective on the date which is five (5) Business Days after receipt by Agent of the Line Decrease Notice or Excess Cash Flow Line Reduction Certificate (as applicable). Any such prepayment must be accompanied by the payment of any LIBOR Rate Loans or BA Rate Loans funding breakage costs, if applicable, in accordance

with Section 2.2(g). If a Line Decrease occurs in accordance with the terms of this Section 2.21, then the Maximum Credit may not be thereafter increased except in accordance with Section 2.20. Upon the effective date of a Line Decrease in accordance with this Section 2.21, each reference to the term Maximum Credit herein and in any of the Other Documents shall be deemed amended to mean the US Dollar amount resulting after giving effect to the Line Decrease as set forth in the applicable Line Decrease Notice or Excess Cash Flow Line Reduction Notice (as applicable).

3. INTEREST AND FEES.

3.1 Interest.

(a) US Borrowers shall pay to Agent, for the benefit of Lenders, interest on the outstanding principal amount of the US Dollar Loans made to US Borrowers (including, without limitation, Swingline Advances) at the Interest Rate. Canadian Borrowers shall pay to Agent, for the benefit of Canadian Lenders, interest on the outstanding principal amount of the US Dollar Loans and Canadian Dollar Loans made to Canadian Borrowers (including, without limitation, Swingline Advances) at the Interest Rate.

(b) Interest on Advances (including, without limitation, Swingline Advances) shall be payable to Agent for the benefit of Lenders in arrears on the first (1 st) day of each calendar quarter with respect to Base Rate Loans (commencing April 1, 2012) and, with respect to LIBOR Rate Loans and BA Rate Loans, in arrears at the end of each Interest Period or, for LIBOR Rate Loans and BA Rate Loans with an Interest Period in excess of three (3) months, at the earlier of each date that is three (3) months following date of the commencement of such Interest Period and at the end of such Interest Period. Interest charges shall be computed on the actual principal amount of Advances outstanding at a rate per annum equal to the applicable Interest Rate. Concurrent with any increase or decrease in the Base Rate, the Interest Rate for Base 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 Base Rate. At the election of Agent or the Required Lenders, upon and after the occurrence of an Event of Default, and during the continuation thereof, the outstanding Advances and all other Obligations shall bear interest at the applicable Interest Rate plus two (2) percentage points per annum (as applicable, the " Default Rate "). At the election of Agent or the Required Lenders, such Default Rate shall be applied retroactively to commence on the date of the first (1 st) occurrence of the event giving rise to such Event of Default. All interest accruing hereunder on and after the date of any Event of Default or termination hereof shall be payable on demand.

3.2 Letter of Credit Fees; Cash Collateral.

(a) (i) US Borrowers shall pay (A) to Agent, for the benefit of US Lenders according to their applicable Commitment Percentages, fees for each US Letter of Credit for the period from and excluding the date of issuance of same to and including the date of expiration or termination, equal to the average daily face amount of each outstanding US Letter of Credit multiplied by the Applicable Margin for LIBOR Rate Loans, such fees to be calculated on the basis of a three hundred sixty (360) day year for the actual number of days elapsed and to be payable quarterly in arrears on the first (1 st) day of each calendar quarter, commencing January 1, 2012, and for so long as any US Letter of Credit remains outstanding, and (B) to Agent for the benefit of the US Issuer, (1) a fronting fee for each US Letter of Credit for the period from and excluding the date

of issuance of same to and including the date of expiration or termination, equal to the average daily face amount of each outstanding Letter of Credit multiplied by one-eighth of one (0.125%) percent per annum and (2) any and all fees and expenses as agreed upon by the US Issuer and the US Borrowers in connection with any US Letter of Credit, including, without limitation, in connection with the opening, amendment or renewal of any such US Letter of Credit and shall reimburse Agent for any and all fees and expenses, if any, paid by Agent to the US Issuer; and (ii) Canadian Borrowers shall pay (A) to Agent, for the benefit of Canadian Lenders according to their applicable Commitment Percentages, fees for each Canadian Letter of Credit for the period from and excluding the date of issuance of same to and including the date of expiration or termination, equal to the average daily face amount of each outstanding Canadian Letter of Credit multiplied by the Applicable Margin for LIBOR Rate Loans, such fees to be calculated on the basis of a three hundred sixty-five (365) or three hundred sixty-six (366) day year, as applicable, as to Letters of Credit denominated in Canadian Dollars and a three hundred sixty (360) day year as to Letters of Credit denominated in US Dollars, and in each case, actual days elapsed and to be payable quarterly in arrears on the first (1 st) day of each calendar quarter, commencing January 1, 2012, and for so long as any US Letter of Credit remains outstanding, and (B) to Agent for the benefit of the Canadian Issuer, (1) a fronting fee for each Canadian Letter of Credit for the period from and excluding the date of issuance of same to and including the date of expiration or termination, equal to the average daily face amount of each outstanding Letter of Credit multiplied by one-eighth of one (0.125%) percent per annum and (2) any and all fees and expenses as agreed upon by the Canadian Issuer and the Canadian Borrowers in connection with any Canadian Letter of Credit, including, without limitation, in connection with the opening, amendment or renewal of any such Canadian Letter of Credit and shall reimburse Agent for any and all fees and expenses, if any, paid by Agent to the Canadian Issuer (all of the foregoing fees described in clauses (i) and (ii) above, the " Letter of Credit 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. At the election of Agent or the Required Lenders, upon the occurrence of an Event of Default, and during the continuation thereof, Agent may, and at the direction of the Required Lenders Agent shall, increase the Letter of Credit Fees by two (2) percentage points per annum. At the election of Agent or the Required Lenders, such increased Letter of Credit Fee shall be applied retroactively to commence on the first (1 st) date of the occurrence of the event giving rise to such Event of Default. All Letter of Credit 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 proration upon the termination of this Agreement for any reason.

(b) (i) At the election of Agent or the Required Lenders, at any time when a Default or an Event of Default has occurred and is continuing and (ii) on the Termination Date, the Borrowers will cause cash to be deposited and maintained in a non-interest bearing account with Agent, as cash collateral, in an amount equal to one hundred five (105%) percent of the outstanding Letters of Credit and, if requested by Agent, Bank Product Obligations, and the Borrowers hereby irrevocably authorize Agent, in its discretion, on the Borrowers' behalf and in the Borrowers' or Agent's name, to open such an account and to make and maintain deposits therein, or in an account opened by the Borrowers, in the amounts required to be made by the Borrowers, out of the proceeds of Receivables or other Collateral or out of any other funds of the Borrowers coming into Agent or any Lender's possession at any time. Notwithstanding the foregoing, the Canadian Borrowers shall only by obligated to make the foregoing deposits in respect of Canadian Letters of Credit and

Canadian Bank Product Obligations. The Borrowers may not withdraw amounts credited to any such account except upon Payment in Full of all of the Obligations.

3.3 Loan Fees.

(a) Unutilized Commitment Fee .

(i) US Borrowers shall pay to Agent, for the account of US Lenders (other than a Defaulting Lender), quarterly an Unutilized Commitment Fee at a rate equal to the Applicable Margin for Unutilized Commitment Fee multiplied by the amount by which the Maximum Credit exceeds the average principal balance of the outstanding Revolving Advances (excluding Swingline Advances **)** to US Borrowers and US Letter of Credit Obligations during the immediately preceding quarter (or part thereof) while this Agreement is in effect and for so long thereafter as any of the Obligations are outstanding, which fee shall be payable in arrears on the first (1 st) day of each calendar quarter, commencing January 1, 2012.

(ii) Canadian Borrowers shall pay to Agent, for the account of Canadian Lenders, quarterly an Unutilized Commitment Fee at a rate equal to the Applicable Margin for Unutilized Commitment Fee multiplied by the amount by which the Canadian Revolving Loan Maximum Amount exceeds the average principal balance of the outstanding Revolving Advances (excluding Swingline Advances **)** to Canadian Borrowers and Canadian Letter of Credit Obligations during the immediately preceding quarter (or part thereof) while this Agreement is in effect and for so long thereafter as any of the Obligations are outstanding, which fee shall be payable in arrears on the first (1 st) day of each calendar quarter, commencing January 1, 2012.

(b) Other Fees . The Borrowers shall pay to Agent, for Agent's own account (and not for the account of any Lender), the other fees and amounts set forth in the Fee Letter in the amounts and at the times specified therein.

3.4 Computation of Interest and Fees.

(a) Interest and all fees payable hereunder shall be computed on the basis of a year of three hundred sixty (360) days and for the actual number of days elapsed; except , that , interest on Base Rate Loans and BA Rate Loans shall be computed on the basis of a year of three hundred sixty-five (365) or three hundred sixty-six (366) days, as applicable, 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 shall be payable at the applicable Interest Rate for Base Rate Loans during such extension.

(b) If (i) any Other Document creates a mortgage on real property or a hypothec on immovables, or (ii) the Interest Rate provided for in subsection (b) of the definition of Interest Rate is otherwise determined to be unenforceable, then, in either case, an Advance to a Canadian Borrower shall bear interest at a rate per annum equal to the rate otherwise applicable to such Advance or, in the case of any Canadian Obligations not constituting principal or interest on such Advance, at a rate equal to the rate otherwise applicable to, such Canadian Obligations; provided , that , without limiting the effect of subsection (e)(ii) above, nothing in subsection (e)(i) above shall preclude the operation of subsection (b) of the definition of Interest Rate where (A) any Other

Document that creates a mortgage on real property or a hypothec on immovables also creates a lien on other property and assets or (B) the principal of or interest on any Advance to a Canadian Borrower or any fee or other amount payable by a Canadian Borrower hereunder is also secured by a lien other than a mortgage on real property or a hypothec on immovables. This Section 3.4(b) only applies to the Canadian Obligations and to the Canadian Borrowers and Canadian Guarantors.

(c) For purposes of disclosure under the Interest Act (Canada), where interest is calculated pursuant thereto at a rate based upon a year of 360, 365 or 366 days, as the case may be (the " First Rate "), the rate or percentage of interest on a yearly basis is equivalent to such First Rate multiplied by the actual number of days in the year divided by 360, 365 or 366, as the case may be.

(d) If any provision of this Agreement or any of the Other Documents would obligate a Canadian Borrower or Canadian Guarantor to make any payment of interest or other amount payable to Agent or a Lender in an amount or calculated at a rate which would be prohibited by law or would result in a receipt by Agent or such Lender of interest at a criminal rate (as construed under the Criminal Code (Canada)), then notwithstanding that provision, that 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 law or result in a receipt by Agent or such Lender of interest at a criminal rate, the adjustment to be effected, to the extent necessary, as follows:

(i) first, by reducing the amount or rate of interest required to be paid to Agent or applicable Lender under this Section 3.1; and thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to Agent or the applicable Lender which would constitute interest for purposes of the Criminal Code (Canada).

(ii) Notwithstanding this Section 3.1, and after giving effect to all adjustments contemplated hereby, if Agent or any Lender shall have received an amount in excess of the maximum permitted by the Criminal Code (Canada), then the Canadian Borrowers or Canadian Guarantors, as applicable, shall be entitled, by notice in writing to Agent or the affected Lender, as the case may be, to obtain reimbursement from Agent or such Lender, as the case may be, in an amount equal to the excess, and pending reimbursement, the amount of the excess shall be deemed to be an amount payable by Agent or such Lender, as the case may be, to the Canadian Borrowers.

(iii) Any amount or rate of interest referred to in this Section 3.4(d) shall be determined in accordance with generally accepted actuarial practices and principles as an effective annual rate of interest over the term that any Obligation remains outstanding on the assumption that any charges, fees or expenses that fall within the meaning of "interest" (as defined in the Criminal Code (Canada)) shall, if they relate to a specific period of time, be pro-rated over that period of time and otherwise be pro-rated over the period from the date of the incurrence of the Obligation to its relevant maturity date and, in the event of a dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by Agent shall be conclusive for the purposes of that determination.

3.5 Maximum Charges.

In no event whatsoever shall interest and other charges charged hereunder exceed the highest rate permissible under law. In the event interest and other charges as computed hereunder would

otherwise exceed the highest rate permitted under law, such excess amount shall be first applied to any unpaid principal balance owed by the Borrowers, and if the then remaining excess amount is greater than the previously unpaid principal balance, Lenders shall promptly refund such excess amount to the Borrowers and the provisions hereof shall be deemed amended to provide for such permissible rate.

3.6 Increased Costs.

In the event that any applicable law, treaty or governmental regulation, or any change therein or in the interpretation or application thereof is effected after the Closing Date (provided , however , that , notwithstanding anything herein to the contrary, this Section 3.6 shall be deemed to apply to the Dodd-Frank Wall Street Reform and Consumer Protection Act and to The Basel III Accord published by The Basel Committee on Banking Supervision, and to all requests, rules, regulations, guidelines or directives under either of the foregoing or issued in connection therewith, regardless of the date enacted, adopted or issued, even if enacted, adopted or issued before the Closing Date), or compliance by any Lender (for purposes of this Section 3.6, the term "Lender" shall include Agent or any Lender and any corporation or bank controlling Agent or any Lender or any Subsidiary of Agent or any Lender) and the office or branch where any Lender makes or maintains any LIBOR 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, in each case adopted after the Closing Date, shall:

(a) subject any Lender to any tax (other than any Excluded Tax) of any kind whatsoever, as a result of a Change in Tax Law, with respect to this Agreement or any Other Document or change the basis of taxation of payments to any Lender of principal, fees, interest or any other amount payable in respect thereof (except for changes in any Excluded Tax);

(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 any Lender, including (without limitation) pursuant to Regulation D of the Board of Governors of the Federal Reserve System; or

(c) impose on any Lender 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 any Lender of making, renewing or maintaining its Advances hereunder or to reduce the amount of any payment (whether of principal, interest or otherwise) in respect of any of the Advances or the Lender's overall capital, then, in any case the Borrowers shall promptly pay such Lender, upon its demand, such additional amount as will compensate such Lender for such additional cost or such reduction, as the case may be. Such Lender shall certify in reasonable detail the amount of such additional cost or reduced amount to Administrative Borrower and Agent, and such certification shall be conclusive absent manifest error. Notwithstanding anything to the contrary in this Section 3.6, Loan Parties shall not be required to compensate a Lender pursuant to this Section 3.6 for any amounts incurred more than one hundred eighty (180) days prior to the date that such Lender notifies Administrative Borrower of such Lender's intention to claim compensation therefor; provided , that , if the circumstances giving rise to

such claim have a retroactive effect, then such one hundred eighty (180) day period shall be extended to include the period of such retroactive effect.

3.7 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 LIBOR or the BA Rate applicable pursuant to Section 2.2 for any Interest Period; or

(b) Dollar deposits in the relevant amount and for the relevant maturity are not available to Agent or such Lender in the London interbank market, with respect to an outstanding LIBOR Rate Loan or BA Rate Loan, a proposed LIBOR Rate Loan or BA Rate Loans, or a proposed conversion of a Base Rate Loan into a LIBOR Rate Loan or BA Rate Loan; or

(c) the LIBOR or BA Rate for any requested Interest Period with respect to a proposed LIBOR Rate Loan or BA Rate Loan does not adequately and fairly reflect the cost to Agent or any Lender of funding such LIBOR Rate Loan or BA Rate Loan,

then Agent, on behalf of itself or at the direction of such Lender, shall give Administrative Borrower prompt written, telephonic or telegraphic notice of such determination. If such notice is given, (i) any such requested LIBOR Rate Loan shall be made as US Base Rate Loans in the case of US Borrowers or Canadian Base Rate Loans in the case of Canadian Borrowers and any such requested BA Rate Loan shall be made as Canadian Base Rate Loans in the case of Canadian Borrowers, unless Administrative Borrower shall notify Agent no later than 10:00 a.m. (Chicago time) two (2) Business Days prior to the date of such proposed borrowing, that its request for such borrowing (A) shall be cancelled, (B) shall be made as a LIBOR Rate Loan or BA Rate Loan, as applicable, with a different Interest Period for which LIBOR or the BA Rate can be ascertained (if such notice is given solely with respect to clause (a) above), (C) shall be made as a LIBOR Rate Loan with a different Interest Period which is available in the London interbank market to Agent or such Lender (if such notice is given solely with respect to clause (b) above) or (D) shall be made as a LIBOR Rate Loan or BA Rate Loan with a different Interest Period which does adequately and fairly reflect the cost to Agent or such Lender (if such notice is given solely with respect to clause (c) above), and (ii) any Base Rate Loan or LIBOR Rate Loan or BA Rate Loan which was to have been continued as or converted to an affected type of LIBOR Rate Loan or BA Rate Loan shall be continued as or converted to or continued as US Base Rate Loans or Canadian Base Rate Loans (as applicable) in the case of LIBOR Rate Loans, and Canadian Base Rate Loans in the case of BA Rate Loans, or, if Administrative Borrower shall notify Agent, no later than 10:00 a.m. (Chicago time) two (2) Business Days prior to the proposed conversion, such Base Rate Loan, LIBOR Rate Loan or BA Rate Loan (A) shall be continued or converted as a LIBOR Rate Loan or BA Rate Loan, with a different Interest Period for which LIBOR or the BA Rate can be ascertained (if such notice is given solely with respect to clause (a) above), (B) shall be continued or converted as a LIBOR Rate Loan with a different Interest Period which is available in the London interbank market to Agent or such Lender (if such notice is given solely with respect to clause (b) above) or (C) shall be continued or converted as a LIBOR Rate Loan or BA Rate Loan with a different Interest Period which does adequately and fairly reflect the cost to Agent or such Lender (if such notice is given solely with respect to clause (c) above), and (iii) any outstanding affected LIBOR Rate Loans or BA Rate Loans

shall be converted, on the last day of the then-current Interest Period thereof, to US Base Rate Loans or Canadian Base Rate Loans (as applicable), in the case of LIBOR Rate Loans, and to Canadian Base Rate Loans in the case of BA Rate Loans, or, if Administrative Borrower shall notify Agent, no later than 10:00 a.m. (Chicago time) two (2) Business Days prior to the last Business Day of the then current Interest Period applicable to such affected LIBOR Rate Loan, BA Rate Loan, shall be converted into (A) a LIBOR Rate Loan or BA Rate Loan with a different Interest Period for which LIBOR or the BA Rate can be ascertained (if such notice is given solely with respect to clause (a) above), (B) a LIBOR Rate Loan with a different Interest Period which is available in the London interbank market to Agent or such Lender (if such notice is given solely with respect to clause (b) above) or (C) a LIBOR Rate Loan or BA Rate Loan with a different Interest Period which does adequately and fairly reflect the cost to Agent or such Lender (if such notice is given solely with respect to clause (c) above). Until such notice has been withdrawn, Lenders shall have no obligation to make an affected type of LIBOR Rate Loan or BA Rate Loan or maintain outstanding affected LIBOR Rate Loans or BA Rate Loans and Administrative Borrower, on behalf of Borrowers, shall have no right to convert a Base Rate Loan or an unaffected type of LIBOR Rate Loan or BA Rate Loan into an affected type of LIBOR Rate Loan or BA Rate Loan.

3.8 Capital Adequacy.

(a) In the event that 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) shall have determined that any applicable law, rule, regulation or guideline regarding capital adequacy in effect on the Closing Date, or any change therein effected after the Closing Date, or any change in the interpretation or administration thereof by any Governmental Body, central bank or other financial, monetary or other authority, in each case adopted after the Closing Date, charged with the interpretation or administration thereof, or compliance by any Lender and the office or branch where any Lender (as so defined) makes or maintains any LIBOR 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 any Lender's capital as a consequence of its obligations hereunder to a level below that which such Lender could have achieved but for such adoption, change or compliance (taking into consideration each Lender's policies with respect to capital adequacy), then, from time to time, the Borrowers shall pay upon demand to such Lender such additional amount or amounts as will compensate such Lender for such reduction; provided , however , that , notwithstanding anything herein to the contrary, this Section 3.8 shall be deemed to apply to the Dodd-Frank Wall Street Reform and Consumer Protection Act and to The Basel III Accord published by The Basel Committee on Banking Supervision, and to all requests, rules, regulations, guidelines or directives under either of the foregoing or issued in connection therewith, regardless of the date enacted, adopted or issued, even if enacted, adopted or issued before the Closing Date. In determining such amount or amounts, such Lender may use any reasonable averaging or attribution methods. Such Lender shall certify the amount of such reduction and provide a reasonably detailed calculation thereof to Administrative Borrower and Agent. The protection of this Section 3.8 shall be available to each Lender regardless of any possible contention of invalidity or inapplicability with respect to the applicable law, regulation or condition.

(b) A certificate of such Lender setting forth such amount or amounts as shall be necessary to compensate such Lender with respect to Section 3.8(a) when delivered to Administrative Borrower and Agent shall be conclusive absent manifest error.

(c) If any Lender requests compensation under Sections 3.6, 3.7 or 3.8, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking such Lender's Advances or to assign its rights and obligations hereunder to another of its offices, branches or affiliates if, in the judgment of Agent, such designation or assignment (1) would eliminate or reduce amounts payable pursuant to such Sections in the future, and (2) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be materially disadvantageous to such Lender. Borrowers hereby agree to pay all documented and reasonable out-of-pocket costs and expenses incurred by Agent or such Lender in connection with any such designation or assignment.

(d) Administrative Borrower may obtain, at Borrowers' expense, a replacement Lender (" Replacement Lender ") for a Lender, other than Agent, seeking payment or compensation under Sections 3.6, 3.7 or 3.8 of this Agreement or that is a Defaulting Lender (any such Lender, an " Affected Lender "), which Replacement Lender shall be reasonably satisfactory to Agent and the Issuers. In the event Administrative Borrower obtains a Replacement Lender that will purchase all outstanding Obligations owed to such Affected Lender and assume its Revolver Commitment hereunder within ninety (90) days following notice to Agent and the Affected Lender of Administrative Borrower's intention to do so (the " Replacement Notice "), the Affected Lender shall sell and assign its Advances and Revolver Commitment, without recourse, to such Replacement Lender in accordance with the provisions of Section 17.2; provided , that , (i) the Lender that Administrative Borrower proposes to replace must be an Affected Lender at the time of delivery of the Replacement Notice to Agent, (ii) Administrative Borrower and Issuers shall have consented thereto in writing, (iii) such assignment will in fact result in a reduction in such compensation and payment then payable to the Affected Lender, (iv) such assignment does not conflict with applicable laws or regulations, (v)(A) Borrowers or the Replacement Lender have reimbursed such Affected Lender for any administrative fee payable by such Affected Lender to Agent pursuant to Section 17.2 and (B) in any case where such replacement occurs as the result of a demand for payment of pursuant to Sections 3.6, 3.7 or 3.8, Borrowers have paid all increased costs and taxes to which such Affected Lender is entitled under such Sections 3.6, 3.7 or 3.8 through the date of such sale and assignment; provided , further , that , each Replacement Lender shall be a Qualified Assignee. Nothing in this Section 3.8 shall limit or impair (1) any rights that any Borrower or Agent may have against any Lender that is a Defaulting Lender or (2) Agent's rights to replace a Lender in accordance with this Agreement.

3.9 Withholding Taxes.

(a) Except as otherwise required by law and subject to Section 17.3, each payment by the Borrowers or the Guarantors under this Agreement or the Other Documents shall be made without withholding or deduction for or on account of any present or future Taxes or Charges (other than Excluded Taxes). If any such withholding or deduction for Taxes or Charges is so required, the Borrowers or Guarantors, as applicable, shall promptly upon becoming aware that such withholding or deduction is necessary, notify the Agent and shall make the withholding or deduction, pay the amount withheld to the appropriate Governmental Body before penalties attach

thereto or interest accrues thereon and except with respect to Excluded Taxes forthwith pay such additional amount as may be necessary to ensure that the net amount actually received by Agent and each Lender free and clear of such taxes (including such taxes on such additional amount) is equal to the amount which that Agent or such Lender (as the case may be) would have received had such withholding or deduction not been made. Within thirty (30) days of paying any amount withheld or deducted on account of tax, Administrative Borrower shall, or shall procure that the other relevant Borrower shall, deliver to the Agent evidence (reasonably satisfactory to the Agent) that the appropriate payment has been paid to the relevant tax authority. If the Agent or any Lender pays any amount in respect of any such Taxes (other than Excluded Taxes), the Borrowers and Guarantors shall reimburse the Agent or such Lender for that payment on demand in the currency in which such payment was made. If the Borrowers or Guarantors pay any such Taxes, it shall deliver official tax receipts evidencing that payment or certified copies thereof to the Agent or Lender on whose account such withholding was made (with a copy to the Agent if not the recipient of the original) on or before the thirtieth (30 th) day after payment.

(b) Any Lender claiming any additional amounts payable pursuant to this Section 3.9 shall use its commercially reasonable efforts to change the jurisdiction of its lending office if such a change would reduce any such additional amounts (or any similar amount that may thereafter accrue) and would not, in the sole determination of such Lender, be materially disadvantageous to such Lender.

(c) If a Lender determines, in its reasonable discretion, that it has received a refund of or any credit for any Taxes as to which it has been indemnified by the Borrowers or with respect to which the Borrowers or the Guarantors have paid additional amounts pursuant to this Section 3.9, such Lender shall to the extent it can do so without prejudice to the retention of the amount of such refund or credit and provided no Event of Default then exists, pay over such refund or credit to the Borrowers or the Guarantors (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrowers or the Guarantors under this Section 3.9 with respect to the Taxes giving rise to such refund or credit), net of all out-of-pocket expenses of the relevant Lender and without interest (other than any interest paid by the relevant Governmental Body with respect to such refund or credit); provided , that , the Borrowers and the Guarantors, upon the request of the relevant Lender, agree to repay the amount paid over to the Borrowers or the Guarantors (plus any penalties, interest or other charges imposed by the relevant Governmental Body) to the relevant Lender in the event such Lender is required to repay such refund or credit to such Governmental Body. Notwithstanding anything to the contrary in this Section 3.9(c), in no event will a Lender be required to pay any amount to an indemnifying party pursuant to this Section 3.9(c) the payment of which would place the Lender in a less favorable net after-Tax position than the Lender would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This subsection shall not be construed to require any Lender to (i) conduct its business or to arrange or alter in any respect its tax or financial affairs so that it is entitled to receive such refund or credit, other than performing any mistrial acts necessary to be entitled to receive such refund or credit or (ii) make available its Tax returns (or any other information relating to its taxes which it deems confidential) to the Borrowers.

4. GRANT OF SECURITY INTEREST; COLLATERAL COVENANTS.

4.1 Security Interest in the Collateral.

To secure the prompt payment and performance of all of the Obligations to each Secured Party, each US Loan Party and each Canadian Loan Party, to the extent applicable and subject to Section 4.20 hereof, hereby collaterally assigns, pledges and grants to Agent, for the ratable benefit of each Secured Party, a continuing Lien in and to 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 as may be necessary or appropriate to evidence, protect and perfect Agent's Lien and shall cause its financial statements, where applicable, to reflect such Lien.

4.2 Perfection of Security Interest.

(a) Each Loan Party shall take all action that may be necessary or desirable, or that Agent may request in its Permitted Discretion, so as at all times to maintain the validity, perfection, enforceability and priority of Agent's Lien in the Collateral to the extent required by this Agreement or any Other Documents.

(b) Agent may, and each Loan Party hereby authorizes Agent to, at any time and from time to time file in accordance with Section 9-509 of the UCC and the PPSA, financing statements and amendments thereto that describe the Collateral as "all assets" or similar language of the applicable Loan Party (other than Excluded Assets) and which contain any other information required by the UCC or the PPSA, as applicable, for the sufficiency or filing office acceptance of any financing statements, continuation statements or amendments. Each Loan Party agrees to furnish any such information to Agent promptly upon request.

(c) Each Loan Party shall, at any time and from time to time, take such steps as Agent may request in its Permitted Discretion to (i) obtain an acknowledgment, in form and substance reasonably satisfactory to Agent, of any bailee having possession of any of the Collateral, stating that the bailee holds such Collateral for Agent, (ii) obtain "control" of any letter-of-credit rights, deposit accounts (other than Restricted Accounts) or electronic chattel paper (as such terms are defined in the UCC with corresponding provisions thereof defining what constitutes "control" for such items of Collateral), with any agreements establishing control to be in form and substance reasonably satisfactory to Agent, and (iii) otherwise insure the continued perfection and priority of Agent's Liens in any of the Collateral for the benefit of the Lenders and of its rights therein. If any Loan Party shall at any time, acquire a "commercial tort claim" (as such term is defined in the UCC) in excess of $250,000, such Loan Party shall promptly notify Agent thereof in writing (which notice shall be deemed to be an update of Schedule 5.8(b)), therein providing a reasonable description and summary thereof, and upon delivery thereof to Agent, such Loan Party shall be deemed to thereby have granted to Agent, for the ratable benefit of each Secured Party (and each Loan Party hereby grants to Agent, for the ratable benefit of each Secured Party) a Lien in and to each such commercial tort claim and all proceeds thereof, all upon the terms of and governed by this Agreement to secure the prompt payment and performance of all of the Obligations.

(d) Each Loan Party hereby confirms and ratifies all UCC financing statements filed by Agent with respect to such Loan Party on or prior to the date of the Agreement.

(e) All charges, expenses and fees Agent may incur in doing any of the foregoing, and any taxes relating thereto, shall be paid by Loan Parties to Agent promptly upon demand or, at Agent's option, and without the necessity for demand, shall be charged to the Borrowers' Account as a Revolving Advance and added to the Obligations (subject to the terms of Section 17.10 hereof).

4.3 Preservation of Collateral.

Following the occurrence and during the continuance of an Event of Default, in addition to the rights and remedies set forth in Section 11.1, Agent: (a) may at any time take such steps as Agent deems necessary or appropriate to protect Agent's Lien in and to preserve the Collateral, including, without limitation, the hiring of such security guards or the placing of other security protection measures as Agent may deem appropriate; (b) may employ and maintain at any Loan Party's premises a custodian who shall have full authority to do all acts necessary to protect Agent's interests in the Collateral; (c) may lease warehouse facilities to which Agent may move all or part of the Collateral; (d) may use any Loan Party's owned or leased lifts, hoists, trucks and other facilities or equipment for handling or removing the Collateral; (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 Loan Party's owned or leased property; and (f) shall have a non-exclusive, royalty-free, license to use each Loan Party's Intellectual Property for the purposes of the completion, processing and sale of such Loan Party's Inventory and other assets. At such time, 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 direct in connection therewith. All of Agent's expenses of preserving the Collateral, including, without limitation, any expenses relating to any actions by Agent described in this Section 4.3, shall be paid by Loan Parties to Agent promptly upon demand or, at Agent's option, and without the necessity for demand, shall be charged to the Borrowers' Account as a Revolving Advance and added to the Obligations (subject to the terms of Section 17.10 hereof).

4.4 Ownership and Location of Collateral.

(a) At the time the Collateral becomes subject to Agent's Lien, each Loan Party shall be the sole owner of and fully authorized and able to sell, transfer, pledge and/or grant a first priority Lien (subject to Permitted Encumbrances) in each and every item of its respective Collateral to Agent; and, except for Permitted Encumbrances, the Collateral shall be free and clear of all Liens and encumbrances whatsoever.

(b) Each Loan Party's books and records, Equipment, Inventory and all other assets (other than (i) motor vehicles and (ii) Equipment out for repair in the ordinary course of business) shall be located at one of the locations set forth on Schedule 4.4 (as such Schedule may from time to time be updated in accordance with Section 7.18) and shall not be removed from such location(s) without the prior written consent of Agent, unless such Loan Party has complied with Section 7.18.

4.5 Defense of Agent's and Lenders' Interests.

Until all of the Obligations have been Paid in Full, Agent's Liens in the Collateral shall continue in full force and effect. For so long as Agent's Liens in the Collateral continue in full force

and effect, no Loan Party shall, without Agent's prior written consent, pledge, assign, transfer, create, charge or suffer to exist a Lien upon any part of the Collateral, except for Permitted Encumbrances. Each Loan Party shall defend Agent's Liens in the Collateral against any and all Persons whatsoever. At any time following demand by Agent for payment of all Obligations in accordance with Section 11.1, in addition to and not in limitation of Agent's rights and remedies set forth in Section 11.1, (a) Agent shall have the right to take possession of the indicia of the Collateral and the Collateral, (b) Loan Parties shall, upon Agent's demand, assemble the Collateral in the best manner possible and make it available to Agent at a place reasonably convenient to Agent, and (c) upon demand by Agent each Loan Party shall, and Agent may, at its option, instruct all suppliers, carriers, forwarders, warehouses or others receiving or holding cash, checks, Inventory, documents or instruments of such Loan Party to deliver same to Agent (or any Person designated by Agent) and/or subject to Agent's order and if they shall come into any Loan Party's possession, all such Collateral shall be held by such Loan Party in trust as Agent's trustee, and such Loan Party will immediately deliver such Collateral to Agent (or any Person designated by Agent) in their original form, together with any necessary endorsement.

4.6 Books and Records.

Each Loan Party shall, and shall cause each of its Subsidiaries to, (a) keep proper books of record and account in which full, true and correct entries in all material respects will be made of all material 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 without limitation 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.

4.7 Financial Disclosure.

Each Loan Party hereby irrevocably authorizes and directs all Accountants and auditors employed by such Loan Party at any time during the Term to exhibit and deliver to Agent copies of any of such Loan Party's and each of its Subsidiaries' financial statements, trial balances or other accounting records of any sort in the Accountant's or auditor's possession, and to disclose to Agent any information such Accountants may have concerning such Loan Party's and each of its Subsidiaries' financial status and business operations. Each Loan Party hereby authorizes all federal, state and municipal authorities to furnish to Agent copies of reports or examinations relating to such Loan Party or to any of its Subsidiaries, whether made by such Loan Party or otherwise. Notwithstanding the foregoing authorization, so long as no Event if Default is in existence, Agent will attempt to obtain such information or materials directly from such Loan Party prior to obtaining such information or materials from such Accountants, auditors or such authorities.

4.8 Compliance with Laws.

Each Loan Party shall, and shall cause each of its Subsidiaries to, comply in all respects with all acts, rules, regulations and orders of any Governmental Body applicable to its respective

Collateral or any part thereof or to the operation of such Person's business the non-compliance with which could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Each Loan Party may, however, contest or dispute any acts, rules, regulations, orders and directions of those bodies or officials in any reasonable manner; provided , that , if as a result of such contest or dispute commenced at the option of any Loan Party, any related Lien is inchoate or stayed and, at Agent's option, sufficient Reserves shall be established to the satisfaction of Agent to protect Agent's Lien in the Collateral. The Collateral at all times shall be maintained in accordance in all material respects with the requirements of all insurance carriers which provide insurance with respect to the Collateral so that such insurance shall remain in full force and effect.

4.9 Inspection of Premises/Appraisals.

(a) Agent shall have the right (i) 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 and (ii) to enter, or to have their agents enter, upon any Loan Party's premises at any time during business hours for the purpose of inspecting the Collateral (and/or with respect to Agent (and Persons designated by Agent) appraising the Collateral) and any and all records pertaining thereto and the operation of such Loan Party's business (all such audits and inspections described in the immediately preceding clauses (i) and (ii) being collectively referred to herein as " Collateral Field Examinations "); provided , that , (A) Collateral Field Examinations shall be conducted at Borrowers' expense on no more than two (2) occasions during each twelve (12) month period following the Closing Date and on a third (3 rd) occasion at Borrowers' expense during any such twelve (12) month period if a Cash Dominion Event has occurred and is continuing, and (B) upon the occurrence and during the continuance of an Event of Default, Agent may conduct, at Borrowers' expense, all such additional Collateral Field Examinations as Agent shall deem necessary in its Permitted Discretion.

(b) (i) Agent shall have the right to conduct Inventory appraisals (or have other Persons selected by Agent conduct appraisals); provided , that , such appraisals of Inventory shall be conducted at Borrowers' expense on no more than (A) two (2) occasions during the first year after the Closing Date and on a third (3 rd) occasion at Borrowers' expense if a Cash Dominion Event occurs at any time during such year, and (B) one (1) occasion during each year after the first anniversary of the Closing Date and on a second (2 nd) occasion at Borrowers' expense during any such year if a Cash Dominion Event occurs at any time during such year, and (ii) upon the occurrence and during the continuance of an Event of Default, Agent may conduct, at Borrowers' expense, additional Inventory appraisals or appraisals of Equipment, Real Property and other Collateral as Agent shall deem necessary in its Permitted Discretion.

4.10 Insurance.

Each Loan Party shall bear the full risk of any loss of any nature whatsoever with respect to the Collateral. At each Loan Party's own cost and expense, each Loan Party shall, and shall cause each of its Subsidiaries to, maintain insurance in amounts, types and with carriers in each case acceptable to Agent. Without limiting the foregoing, each Loan Party shall, and shall cause each of its Subsidiaries to, (a) keep all its insurable properties insured against the hazards of fire, flood, those hazards covered by extended coverage insurance and such other hazards, and for such amounts, not less than as is customary in the case of companies engaged in businesses similar to such Loan

Party's business, including, without limitation, business interruption insurance; (b) maintain liability insurance against claims for personal injury, death or property damage suffered by others; and (c) maintain all such worker's compensation or similar insurance as may be required under the laws of any state or jurisdiction in which Loan Party is engaged in business. Each Loan Party shall (i) furnish Agent with copies of all policies and evidence of the maintenance of such policies required hereby upon the request of Agent and (ii) cause all such policies to include appropriate loss payable endorsements, and/or additional insured endorsements, in form and substance reasonably satisfactory to Agent, providing with respect to loss payable endorsements that (A) 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 (or with respect to non-payment only, ten (10) days' prior written notice is given to Agent). 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 and apply the same in accordance with this Agreement.

4.11 Failure to Pay Insurance.

If any Loan Party fails to obtain insurance as hereinabove provided, or to keep the same in force, Agent, at its option, may obtain such insurance and pay the premium therefor for the Borrowers' Account, and charge the Borrowers' Account therefor and such expenses so paid shall be part of the Obligations.

4.12 Payment of Taxes.

Each Loan Party shall, and shall cause each of its Subsidiaries to, pay, when due, all federal, state and other material Taxes and other Charges lawfully levied or assessed upon such Person or any of the Collateral, except for those Taxes and Charges that are being contested in good faith by appropriate proceedings diligently pursued and available to such Loan Party, which proceedings (or orders entered in connection with such proceedings) stay the forfeiture or sale of, or other enforcement against, the property subject to any such taxes, assessments, fees and other governmental charges and with respect to which adequate reserves have been set aside on the books of such Loan Party in accordance with GAAP consistently applied. If any Tax or other Charges remain unpaid after the date fixed for their payment, or if any claim shall be made which, in Agent's opinion, could reasonably be expected to create a valid Lien on the Collateral (which is not otherwise a Permitted Encumbrance), Agent may without notice to Loan Parties pay such Taxes or other Charges and each Loan Party hereby indemnifies and holds Agent and each Lender harmless in respect thereof. The amount of any payment by Agent under this Section 4.12 may, at the election of Agent, be charged to the Borrowers' Account and added to the Obligations and, until Loan Parties shall furnish Agent with an indemnity therefor (or supply Agent with evidence satisfactory to Agent that due provision for the payment thereof has been made), Agent may hold without interest any balance standing to Loan Parties' credit and Agent shall retain its Lien in any and all Collateral held by Agent.

4.13 Payment of Leasehold Obligations.

Each Loan Party shall, and shall cause each of its Subsidiaries to, at all times pay, when and as due, its rental obligations under all leases under which it is a tenant, and shall otherwise comply, in all material respects, with all other terms of such leases and keep them in full force and effect and, at Agent's request will provide evidence of having done so, except, in each case, where the failure to do so could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

4.14 Accounts and other Receivables.

(a) Nature of Accounts . Each of the Accounts that Administrative Borrower or any Borrower reports as being an Eligible Account or requests be treated as an Eligible Account shall (i) 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 Inventory upon stated terms of a Borrower, or work, labor or services theretofore rendered by a Borrower as of the date each Account is created, (ii) be due and owing in accordance with the invoice (excepting immaterial invoice errors) evidencing such Accounts without dispute, setoff or counterclaim, except as may be stated on the Accounts schedules delivered by Loan Parties to Agent (provided , that , immaterial errors in the Accounts schedules shall not be deemed to be a breach hereof), and (iii) satisfy each of the criteria set forth in the definition of "Eligible Accounts" set forth in this Agreement to qualify as an Eligible Account.

(b) Solvency of Customers . Each Customer, to the best of each Loan Party's knowledge, as of the date each Account (that Administrative Borrower or any Borrower reports as being an Eligible Account or requests be treated as an Eligible Account) is created, is and will be Solvent and able to pay all Accounts on which the Customer is obligated in full when due or with respect to such Customers of any 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 Accounts.

(c) Locations of Chief Executive Office . Each Loan Party's chief executive office is located at the addresses set forth on Schedule 4.14(c)) (as such schedule may from time to time be updated in accordance with Section 7.18). Until written notice is given to Agent by Administrative Borrower of any other office at which any Loan Party keeps its records pertaining to Accounts and the other Receivables, all such records shall be kept at such executive office or otherwise as set forth on Schedule 4.14(c) .

(d) Collection of Accounts and other Receivables . Until any Loan Party's authority to do so is terminated by Agent (which notice of termination Agent may give at any time following the occurrence and during the continuance of an Event of Default), each Loan Party will, at such Loan Party's sole cost and expense, collect all amounts received on Accounts and other Receivables. From and after the occurrence and during the continuance of an Event of Default, upon Agent's demand, each Loan Party shall deliver to Agent, in original form and on the date of receipt thereof, all checks, drafts, notes, money orders, acceptances, cash and other evidences of Indebtedness at any time received by Loan Parties.

(e) Notification of Assignment of Accounts and other Receivables; Verification . Agent shall have the right (i) upon the occurrence and during the continuance of an Event of Default, to send notice of the assignment of, and Agent's Lien in, the Accounts and other Receivables of each Loan Party to any and all Customers, any other Person obligated on such Accounts and other Receivables or any third party holding or otherwise concerned with any of the Collateral (which notice may include a direction by Agent to make all payments thereon to an account designated by Agent) and (ii) at any time, in the name of Agent, any designee of Agent or any Borrower or any other Loan Party, to verify the validity, amount or any other matter relating to any Accounts and other Receivables of any Loan Party by mail, telephone or otherwise. Without in any way limiting the foregoing, so long as no Default or Event of Default exists, Agent agrees to provide notice to Administrative Borrower prior to Agent conducting any verification of Accounts or other Receivables in accordance with this Section 4.14(e) (it being understood and agreed that such notice shall only advise Administrative Borrower that Agent will be conducting such verification of Accounts or other Receivables and shall not include the identification of any specific Accounts, Receivables or Customers related thereto). Each Loan Party shall cooperate fully with Agent in an effort to facilitate and promptly conclude any such verification process. Following the occurrence and during the continuance of any Event of Default, at its option, Agent shall have the exclusive right to collect the Accounts and other Receivables of each Loan Party, take possession of the Collateral, or both. In such case, Agent's actual collection expenses, including, but not limited to, stationery and postage, telephone and facsimile, secretarial and clerical expenses and the salaries of any collection personnel used for collection, may be charged to the Borrowers' Account and added to the Obligations.

(f) Power of Agent to Act on Loan Parties' Behalf . Each Loan Party hereby constitutes Agent or Agent's designee as such Loan Party's attorney with power (i) upon the occurrence and during the continuance of an Event of Default, to endorse such Loan Party's name upon any notes, acceptances, checks, drafts, money orders or other evidences of payment or Collateral; (ii) upon the occurrence and during the continuance of an Event of Default, to sign such Loan Party's name on any invoice or bill of lading relating to any of the Accounts and other Receivables of each such Loan Party, drafts against Customers, assignments and verifications of Accounts and other Receivables of each such Loan Party; (iii) at any time (subject to the terms of Section 4.14(e) above), to send verifications of Accounts and other Receivables of each such Loan Party to any Customer or Person; (iv) at any time, 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; (v) after the occurrence and during the continuance of an Event of Default, to demand payment of the Accounts and other Receivables of each such Loan Party; (vi) after the occurrence and during the continuance of an Event of Default, to enforce payment of the Accounts and other Receivables of each such Loan Party by legal proceedings or otherwise; (vii) after the occurrence and during the continuance of an Event of Default, to exercise all of Loan Parties' rights and remedies with respect to the collection of the Accounts, Receivables and any other Collateral; (viii) after the occurrence and during the continuance of an Event of Default, to settle, adjust, compromise, extend or renew the Accounts and other Receivables of each such Loan Party; (ix) after the occurrence and during the continuance of an Event of Default, to settle, adjust or compromise any legal proceedings brought to collect Accounts and other Receivables of each such Loan Party; (x) after the occurrence and during the continuance of an Event of Default, to prepare, file and sign such Loan Party's name on a proof of claim in bankruptcy or similar document against any Customer or any other Person obligated with

respect to an Account or other Receivable of each such Loan Party; (xi) 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 Accounts and other Receivables of each such Loan Party; and (xii) after the occurrence and during the continuance of an Event of Default, to do all other acts and things necessary to carry out 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 (not mere) negligence or willful misconduct, as determined pursuant to a final, non-appealable order of a court of competent jurisdiction; this power being coupled with an interest is irrevocable at all times until all of the Obligations have been Paid in Full. Agent shall have the right at any time following the occurrence and during the continuance 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 Accounts, other Receivables or any instrument received in payment thereof, or for any damage resulting therefrom other than in connection with its gross (not mere) negligence or willful misconduct as determined pursuant to a final, non-appealable order of a court of competent jurisdiction. Following the occurrence and at any time during the continuance 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 Accounts, other Receivables or any other securities, instruments or insurance applicable thereto and/or release any obligor thereof. Agent is authorized and empowered to accept following the occurrence and during the continuance of an Event of Default the return of the goods represented by any of the Accounts and other 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 a Lockbox Account, Dominion Account; Cash Dominion . On or before the applicable dates set forth in Schedule 8.3 and at all times thereafter, each Loan Party shall establish and maintain a lockbox account, dominion account or such other "blocked account" (together with the Cash Receipt Accounts and the Operating Accounts, collectively, the " Blocked Accounts ") with Wells Fargo or, with Agent's prior written consent, such banks as may be selected by each such Loan Party and reasonably acceptable to Agent (it being understood that each Lender is acceptable for this purpose) with respect to all of its deposit and other accounts (other than Restricted Accounts). As of the Closing Date and at all times prior to the establishment of the Blocked Accounts in accordance with Schedule 8.3 , all proceeds of Collateral and all other cash and Cash Equivalents of each such Loan Party (other than amounts properly on deposit in Restricted Accounts) shall at all times be deposited by each Loan Party in any of the Cash Receipt Accounts set forth on Schedule 5.23 with respect to which Loan Parties shall establish the Blocked Accounts in accordance with Schedule 8.3 . From and after the applicable dates set forth in Schedule 8.3 for establishment of the Blocked Accounts at all times thereafter, all proceeds of Collateral and all other cash and Cash Equivalents of each such Loan Party (other than amounts properly on deposit in Restricted Accounts) shall at all times be deposited by each Loan Party in the Blocked Accounts. Loan Parties shall (as agent and trustee for the Agent) instruct each of their Customers and all other applicable Persons to at all times send payments on all Accounts and other Receivables of Loan Parties into such Cash Receipt Accounts (i.e. , prior to establishment of the Blocked Accounts in

accordance with Schedule 8.3) and into the Blocked Accounts, after establishment thereof in accordance with Schedule 8.3 . If, for any reason any Customer makes payments on any Account or other Receivable directly to any Loan Party, such Loan Party shall collect (as agent and trustee for the Agent) all such amounts and immediately pay all such amounts into a Cash Receipt Account or a Blocked Account, as applicable, in accordance with the immediately preceding sentence; provided , however , that , until such payment into a Cash Receipt Account or a Blocked Account, as applicable, all moneys so received will be held upon trust for and promptly remitted to the Agent. All of the Blocked Accounts (but not the Restricted Accounts) shall be governed by "control" or other agreements in form and substance acceptable to Agent satisfactory to, among other things, establish Agent's perfection and rights in such Blocked Accounts or other accounts under the UCC and other applicable law. All invoices for sales of Inventory or services by Loan Parties shall contain the address of such Cash Receipt Accounts (i.e. , prior to establishment of the Blocked Accounts in accordance with Schedule 8.3) and the Blocked Accounts, after establishment thereof in accordance with Schedule 8.3 , as the address for remittance of payment. The "control" agreements covering the Blocked Accounts (other than Cash Receipt Accounts and Restricted Accounts) shall provide that (i) after delivery of a Control Notice (which may be delivered by Agent upon the occurrence and during the continuance of a Cash Dominion Event), (A) such bank or other institution shall comply with the instructions given by Agent with respect to such Blocked Accounts and funds therein without further consent by Loan Parties and (B) all amounts in such Blocked Accounts shall be transferred on a daily basis by such bank or other institution to the applicable Payment Account or such other account as may be designated by Agent, and (ii) such bank or other institution shall waive any offset rights against the funds so deposited into such Blocked Accounts (other than Restricted Accounts), subject to exceptions to such waiver of offset rights as shall be acceptable to Agent. The "control" agreements covering the Blocked Accounts constituting Cash Receipt Accounts shall provide that all amounts in such Cash Receipt Accounts shall be transferred on a daily basis by such bank or other institution to an Operating Account subject to a "control" agreement or, during any Cash Dominion Event, to the applicable Payment Account or such other account as may be designated by Agent. Neither Agent nor any Lender assumes any responsibility for any Blocked Account arrangement, including without limitation, any claim of accord and satisfaction or release with respect to deposits accepted by any bank thereunder. Alternatively, upon the occurrence and during the continuance of a Cash Dominion Event, Agent may establish depository accounts (collectively, the " Depository Accounts ") in the name of Agent at a bank or banks for the deposit of such funds and Loan Parties shall deposit all proceeds of Collateral or cause same to be deposited, in kind, in such Depository Accounts of Agent in lieu of depositing same to the Blocked Accounts.

(i) Adjustments . No Loan Party will, without Agent's consent (which consent shall not be unreasonably withheld, delayed or conditioned prior to the occurrence and continuance of an Event of Default), compromise or adjust any Accounts or other Receivables (or extend the time for payment thereof) of any such Loan Party or accept any returns of merchandise or grant any additional discounts, allowances or credits thereon except for those compromises, adjustments, returns, discounts, credits and allowances in the ordinary course of business of such Loan Party.

4.15 Inventory.

All Inventory held for sale or lease by any Loan Party, has been and will be produced by such Loan Party in accordance with the Federal Fair Labor Standards Act of 1938, as amended, and all rules, regulations and orders thereunder in all material respects.

4.16 Maintenance of Equipment.

All material Equipment used or useful in the conduct of any Loan Party's business shall be maintained in good operating condition and repair (reasonable wear and tear excepted) and all necessary replacements of and repairs thereto shall be made so that the value and operating efficiency of such Equipment shall be maintained and preserved (reasonable wear and tear excepted). Each Loan Party shall use or operate any Equipment in compliance with Section 4.8. No Loan Party shall sell or otherwise Dispose of any of its Equipment, except to the extent permitted by under Section 7.1.

4.17 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, except with respect to Agent's or such Lender's gross (not mere) negligence or willful misconduct as determined by a final and non-appealable order of a court of competent jurisdiction. Neither Agent nor any Lender, whether by anything herein or in any assignment or otherwise, assumes any of Loan Party's obligations under any contract or agreement to which it is a party, and neither Agent nor any Lender shall be responsible in any way for the performance by Loan Party of any of the terms and conditions thereof.

4.18 Environmental Matters.

(a) Loan Parties shall ensure any Real Property remains in compliance with all Environmental Laws and they shall not place or permit to be placed any Hazardous Substances on any such Real Property, except as not prohibited by applicable law or appropriate Governmental Body and except where any such noncompliance or placement could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(b) Loan Parties shall assure and monitor continued compliance with all applicable Environmental Laws, except where any failure to comply could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(c) Loan Parties shall (i) employ in connection with the use of any Real Property appropriate technology necessary to maintain compliance with any applicable Environmental Laws, except where any such noncompliance could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect and (ii) dispose of any and all Hazardous Waste generated at such Real Property only at facilities and with carriers that maintain valid permits under RCRA and any other applicable Environmental Laws, except where the failure to do so could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Loan Parties shall use commercially reasonable efforts to obtain certificates of disposal, such as hazardous waste manifest receipts, from all treatment, transport, storage or disposal facilities or operators employed by Loan Parties in connection with the transport or disposal of any Hazardous Waste generated at such Real Property, except where the failure to do so could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(d) In the event any Loan Party obtains, gives or receives notice of any Release or threat of Release of a reportable quantity of any Hazardous Substances at any Real Property (any such event being hereinafter referred to as a " Hazardous Discharge ") or receives any notice of violation, request for information or notification that it is potentially responsible for investigation or cleanup of environmental conditions at such Real Property, demand letter or complaint, order, citation, or other written notice with regard to any Hazardous Discharge or violation of Environmental Laws affecting such Real Property or any Loan Party's interest therein, any of which could reasonably be expected to have a Material Adverse Effect (any of the foregoing is referred to herein as an " Environmental Complaint ") from any Person, including any state agency responsible in whole or in part for environmental matters in the state in which such Real Property is located or the United States Environmental Protection Agency (any such Person hereinafter the " Authority "), then the Borrowers shall promptly (but in any case within five (5) Business Days) give written notice of same to Agent detailing facts and circumstances of which any Loan Party is aware giving rise to the Hazardous Discharge or Environmental Complaint. Such information is to be provided to allow Agent to protect its Lien in such Real Property and is not intended to create nor shall it create any obligation upon Agent or any Lender with respect thereto.

(e) Loan Parties shall respond promptly to any Hazardous Discharge or Environmental Complaint and take all necessary action to comply with applicable Environmental Laws and to avoid subjecting the Collateral or any Real Property to any Lien, except where the failure to do so could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(f) During the continuation of an Event of Default, promptly upon the written request of Agent, Loan Parties shall provide Agent, at Loan Parties' expense, with an environmental site assessment or environmental audit report prepared by an environmental engineering firm acceptable in the reasonable opinion of Agent, to assess with a reasonable degree of certainty the existence of a Hazardous Discharge and the potential costs in connection with abatement, cleanup and removal of any Hazardous Substances found on, under, at or within any Real Property.

(g) Loan Parties shall defend and indemnify Agent and Lenders and hold Agent, Lenders and their respective employees, agents, directors and officers harmless from and against all loss, liability, damage and expense, claims, costs, fines and penalties, including attorney's fees, suffered or incurred by Agent or Lenders under or on account of any Environmental Laws, including, without limitation, the assertion of any Lien thereunder, with respect to any Hazardous Discharge, the presence of any Hazardous Substances affecting any Real Property, whether or not the same originates or emerges from such Real Property or any contiguous real estate, except to the extent such loss, liability, damage and expense is attributable to any Hazardous Discharge resulting from actions on the part of Agent or any Lender caused by their gross (not mere) negligence or willful misconduct, as determined pursuant to a final, non-appealable order of a court of competent jurisdiction, and except to the extent any Hazardous Substances are first Released on the Real Property after termination of this Agreement. Loan Parties' obligations under this Section 4.18 shall arise upon the discovery of the presence of any Hazardous Substances at Real Property, whether or not any federal, state, or local environmental agency has taken or threatened any action in connection with the presence of any Hazardous Substances. Loan Parties' obligation and the indemnifications hereunder shall survive the termination of this Agreement.

(h) For purposes of Sections 4.18 and 5.7, all references to any Real Property shall be deemed to include all of Loan Parties' and their respective Subsidiaries' right, title and interest in and to their respective owned and leased premises.

4.19 Financing Statements.

As of the Closing Date, except for the UCC financing statements and PPSA financing statements filed by Agent and the other financing statements evidencing Liens with respect to Permitted Encumbrances, no UCC financing statements or PPSA financing statements covering any of the Collateral or any proceeds thereof is on file in any public office.

4.20 Special Provisions Relating to Collateral.

(a) The grant of a security interest in the Collateral of each Canadian Loan Party in favor of Agent under the laws of Canada and the provinces thereof is further evidenced by Other Documents and subject to the terms of such Other Documents.

(b) Notwithstanding anything to the contrary contained in this Agreement or the Other Documents to the contrary, (i) Canadian Borrowers and Canadian Guarantors (whether as guarantor or otherwise) shall not be liable in respect of any US Obligations, (ii) no security interest granted by any Canadian Borrower or Canadian Loan Party under any of the Other Documents shall secure any US Obligations, (iii) all amounts received by Agent or any Lender on account of the Canadian Obligations by any Canadian Borrower or Canadian Guarantor shall be applied or credited solely to the Canadian Obligations, and (iv) the liability or obligation of any Canadian Loan Party with respect to the Obligations shall not exceed that portion of the Obligations which is attributable only to the Canadian Borrowers, the Canadian Obligations, the Canadian Collateral, the Canadian Dollar Loans, the Canadian Commitments or the Canadian Letter of Credit Obligations (as the case may be).

(c) The Canadian Loan Parties and the Agent hereby acknowledge that value has been given by the Agent and Lenders to each Canadian Loan Party for the granting of each afore-mentioned security interest and that the parties have not agreed to postpone the time for attachment of such security interests.

5. REPRESENTATIONS AND WARRANTIES.

Each Loan Party represents and warrants as follows:

5.1 Authority, Etc.

Each Loan Party has the requisite limited liability company or corporate power and authority and legal right to enter into this Agreement and the Other Documents and to perform all its respective Obligations hereunder and thereunder. The execution, delivery and performance of this Agreement, the Other Documents and the Related Agreements (a) are within such Loan Party's limited liability company, partnership or corporate powers, as applicable, have been duly authorized, are not in contravention of law or the terms of such Loan Party's certificate of formation, limited liability company agreement, certificate of incorporation, by-laws, partnership agreement or other applicable documents relating to such Loan Party's formation and governance or to the conduct of

such Loan Party's business or of any material agreement or undertaking to which such Loan Party is a party or by which such Loan Party is bound, and (b) will not conflict with nor result in any breach in any of the provisions of or constitute a default under or result in the creation of any Lien except Permitted Encumbrances upon any asset of such Loan Party under the provisions of any material agreement or instrument to which such Loan Party or its property is a party or by which it may be bound. The execution, delivery, and performance by each Loan Party of this Agreement, the Other Documents and the Related Agreements to which such Loan Party is a party and the consummation of the transactions contemplated by this Agreement, the Other Documents and the Related Agreements do not and will not require any registration with, Consent, or approval of, or notice to, or other action with or by, any Government Body, other than Consents or approvals that have been obtained or waived and that are still in force and effect or complied with, except for filings and recordings with respect to the Collateral to be made, or otherwise delivered to the Agent for filing or recordation, as of the Closing Date. This Agreement, the Other Documents and the Related Agreements have been duly executed and delivered by each Loan Party that is a party thereto and is a legally valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its respective terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

5.2 Formation and Qualification.

(a) Each Loan Party is duly formed or incorporated and in good standing under the laws of its respective state, province or other jurisdiction of organization or incorporation listed on Schedule 5.2(a) (as such schedule may from time to time be updated in accordance with Section 7.18) and each Loan Party is qualified to do business and is in good standing in the states and other jurisdictions listed with respect to that Loan Party on Schedule 5.2(a) (as such schedule may from time to time be updated in accordance with Section 7.18), which constitute all states and other jurisdictions in which qualification and good standing are necessary for such Loan Party to conduct its business and own its property and where the failure to so qualify could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. The organizational number of each Loan Party is set forth on Schedule 5.2(a) (as such schedule may from time to time be updated in accordance with Section 7.18). Each Loan Party has delivered to Agent true and complete copies of its certificate of formation, limited liability company agreement, certificate of incorporation, by-laws, partnership agreement or other applicable documents relating to such Loan Party's formation and governance, as the case may be.

(b) All of the Subsidiaries of each Loan Party are listed on Schedule 5.2(b) (as such schedule may from time to time be updated in accordance with Section 7.12(a)).

5.3 Survival of Representations and Warranties.

All representations and warranties of such Loan Party contained in this Agreement and the Other Documents shall be true at the time of such Loan Party's execution of this Agreement and the Other Documents, and shall survive the execution, delivery and acceptance thereof by the parties thereto and the closing of the transactions described therein or related thereto.

5.4 Tax Returns.

Each Loan Party's federal tax identification number is set forth on Schedule 5.4 . Except as otherwise expressly permitted by this Agreement, each Loan Party and each of its Subsidiaries has (a) filed all federal and all material state, provincial, local and other tax returns, reports and statements, including information returns, it is required by law to file, (b) paid all Taxes that are due and payable with respect thereto or otherwise owing, except to the extent being Properly Contested, and (c) has remitted and, where applicable, withheld and remitted all required amounts within the prescribed periods to the appropriate Governmental Bodies, and in particular has deducted, remitted and paid all Canadian Pension Plan contributions, provincial pension plan contributions, workers compensation assessments, employment insurance premiums, employer health premiums, municipal real estate taxes and other taxes payable under applicable law by them, and furthermore, have withheld from each payment made to any of its present or former employees, officers and directors, and to all persons who are non-residents of Canada for the purposes of the Income Tax Act (Canada) all material amounts required by law to be withheld, including without limitation all payroll deductions required to be withheld and has remitted such amounts to the proper Governmental Body within the time required under applicable law. No federal, state, local or other income tax return of any Loan Party or Subsidiary that has been filed is known by any Loan Party to be under examination as of the Closing Date. All income tax returns have been timely filed as of the Closing Date. The provisions for Taxes on the books of each Loan Party and each of its Subsidiaries are adequate in all material respects for all years not closed by applicable statutes, and for its current fiscal year, and no Loan Party nor any of its Subsidiaries has any knowledge of any material deficiency or additional assessment in connection therewith not provided for on its books.

5.5 Financial Statements.

(a) The pro forma balance sheet of Loan Parties and their Subsidiaries on a consolidated basis (the " Pro Forma Balance Sheet ") furnished to Agent on the Closing Date reflects the consummation of the transactions contemplated under this Agreement and the Related Transactions and is accurate, complete and correct in all material respects and fairly reflects the financial condition of Loan Parties and their Subsidiaries on a consolidated basis as of the Closing Date after giving effect to the transactions under this Agreement and the Related Transactions, and has been prepared in accordance with GAAP, consistently applied.

(b) The twelve (12) month cash flow projections of Loan Parties and their Subsidiaries on a consolidated basis and their projected balance sheets as of the Closing Date were prepared by a Responsible Officer of Administrative Borrower, are based on underlying assumptions which Loan Parties believe provide a reasonable basis for the projections contained therein in light of conditions and facts known to Loan Parties at the time such projections were made and reflect Loan Parties' good faith judgment (it being understood that actual results may differ from those set forth in such projections).

(c) The consolidated balance sheets of (i) Parent and its Subsidiaries (exclusive of Tube Texas and its Subsidiaries) and such other Persons described therein as of December 31, 2010, and (ii) Tube Texas and its Subsidiaries and such other Persons described therein as of October 31, 2010, and, in each case, the related statements of income, changes in stockholders' equity, and changes in cash flow for the period ended on such date, all accompanied by reports thereon

containing opinions without qualification by independent certified public accountants, copies of which have been delivered to Agent, have been prepared in accordance with GAAP consistently applied (except for changes in application in which such accountants concur and present fairly the financial position of Loan Parties and their Subsidiaries at such date and the results of their operations and changes in stockholders' equity and cash flow for such period) and fairly reflects the financial condition of Loan Parties, their Subsidiaries and such other Persons on a consolidated basis as of the date thereof.

(d) The consolidated balance sheets of (i) Parent and its Subsidiaries (exclusive of Tube Texas and its Subsidiaries) and such other Persons described therein as of September 30, 2011, and (ii) Tube Texas and its Subsidiaries and such other Persons described therein as of July 31, 2011, and, in each case, the related statements of income, changes in stockholders' equity, and changes in cash flow for the period ended on such date, copies of which have been delivered to Agent, have been prepared in accordance with GAAP, consistently applied and such balance sheet presents fairly the financial condition of Loan Parties, their Subsidiaries and such other Persons on a consolidated basis as of such date, subject to normal year-end audit adjustments and absence of footnotes, the statement of cash flows and the statement of changes in shareholders' equity.

(e) Since (i) December 31, 2010, in the case of Loan Parties, prior to giving effect to the consummation of the Closing Date Acquisition, there shall not have occurred any event, condition or state of facts which could reasonably be expected to have, either individually or in the aggregate, a Parent Closing Material Adverse Effect; and (ii) October 31, 2010, in the case of the Acquired Company, there shall not have occurred any event, condition or state of facts which will or would reasonably be expected to have, either individually or in the aggregate, a "Company Material Adverse Effect" (as defined in the Closing Date Acquisition Agreement as in effect on the date hereof).

5.6 Corporate Name / Prior Name.

The exact legal name of each Loan Party is set forth in the first paragraph to this Agreement (or, if such Loan Party is not listed in such first paragraph, such exact legal name is set forth on Schedule 5.6 (as such schedule may from time to time be updated in accordance with Section 7.18)). No Loan Party has been known by any other corporate, limited liability company or partnership name in the past five (5) years and no Loan Party sells Inventory or has submitted tax returns under any other name except as set forth on Schedule 5.6 (as such schedule may from time to time be updated in accordance with Section 7.18), nor has any Loan Party been the surviving corporation of a merger or consolidation or acquired all or substantially all of the assets of any Person or has acquired any assets of any Person outside the ordinary course of business during the preceding five (5) years except as set forth on Schedule 5.6 (as such schedule may from time to time be updated in accordance with Section 7.18).

5.7 O.S.H.A. and Environmental Compliance.

(a) Each Loan Party and each of their Subsidiaries, and each of their facilities, businesses, assets, properties and leaseholds are in compliance with the provisions of the Federal Occupational Safety and Health Act, RCRA and all other Environmental Laws; there have been no outstanding citations, notices or orders of non-compliance issued to any Loan Party or any of their

Subsidiaries or relating to its business, assets, property or leaseholds under any such laws, rules or regulations, except, in each case, as could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(b) Each Loan Party and each of their Subsidiaries has been issued all required federal, state and local licenses, certificates or permits relating to all applicable Environmental Laws, except as could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(c) (i) There are no visible signs of releases, spills, discharges, leaks or disposal (each, a " Release ") of Hazardous Substances at, upon, under or within any Real Property or any premises leased by any Loan Party or any of their Subsidiaries; (ii) neither the Real Property nor any premises leased by any Loan Party or any of their Subsidiaries has ever been used by any Loan Party, or, to any Loan Party's knowledge, any other Person as a RCRA Subpart C treatment, storage or disposal facility of Hazardous Waste; and (iii) no Hazardous Substances are present on the Real Property or any premises leased by any Loan Party or any of their Subsidiaries, except naturally occurring Hazardous Substances or except such quantities as are handled in accordance with Environmental Laws, in each case except as could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

5.8 Solvency; No Litigation, Violation of Law; No ERISA Issues.

(a) After giving effect to the transactions contemplated by this Agreement and the Related Transactions, Loan Parties and their Subsidiaries taken as a whole are Solvent.

(b) No Loan Party nor any of their Subsidiaries has (i) except as disclosed in Schedule 5.8(b) , any pending (or, to the knowledge of any Loan Party, threatened in writing) litigation, arbitration, actions or proceedings which involve the possibility of having a Material Adverse Effect, (ii) except as disclosed in Schedule 5.8(b) (as such schedule may from time to time be updated by Administrative Borrower providing written notice to Agent of any new commercial tort claims reasonably estimated to exceed $50,000), any commercial tort claims, and (iii) except as disclosed in Schedule 5.8(b) , as of the Closing Date, any Money Borrowed other than the Obligations.

(c) No Loan Party nor any of their Subsidiaries is in violation of any applicable statute, regulation or ordinance in any respect which could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect, nor is any Loan Party or any of their Subsidiaries in violation of any order of any court or Governmental Body which could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(d) Except with respect to Multiemployer Plans, each plan that is intended to qualify under Section 401 of the Code has been determined by the IRS to qualify under Section 401 of the Code, the trusts created thereunder have been determined to be exempt from tax under the provisions of Section 501 of the Code, and nothing has occurred that would cause the loss of such qualification or tax exempt status. Each Plan is in compliance with the applicable provisions of ERISA and the Code, except to the extent that the failure to comply, individually or in the aggregate, could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse

Effect. Neither any Loan Party nor ERISA Affiliate has failed to make any material contribution or pay any material amount due as required by either Section 412 of the Code or Section 302 of ERISA or the terms of any such Plan. Neither any Loan Party nor ERISA Affiliate has engaged in a "prohibited transaction," as defined in Section 406 of ERISA and Section 4975 of the Code, in connection with any Plan, that would subject any Loan Party to a tax on prohibited transactions imposed by Section 502(i) of ERISA or Section 4975 of the Code that could reasonably be expected to have a Material Adverse Effect. Except as set forth in Schedule 5.8(d) or as could not reasonably to have a Material Adverse Effect: (i) no Title IV Plan has any Unfunded Pension Liability; (ii) no ERISA Event with respect to any Title IV Plan has occurred or is reasonably expected to occur; (iii) there are no pending, or to the knowledge of any Loan Party, threatened claims (other than claims for benefits in the normal course), sanctions, actions or lawsuits, asserted or instituted against any Title IV Plan or any Person as fiduciary or sponsor of any Title IV Plan; (iv) no Loan Party or ERISA Affiliate has incurred or reasonably expects to incur any liability as a result of a complete or partial withdrawal from a Multiemployer Plan; and (v) within the last five (5) years no Title IV Plan of any Loan Party or ERISA Affiliate has been terminated, whether or not in a "standard termination" as that term is used in Section 4041(b)(1) of ERISA.

(e) Schedule 5.8(e) lists all Canadian Pension Plans and Canadian Employee Plans applicable to employees working in Canada which are maintained or sponsored by any Borrower or Guarantor or to which any Borrower or Guarantor contributes or has an obligation to contribute, except for greater certainty, any statutory plans to which each Canadian Loan Party is obligated to contribute. Except as set forth on Schedule 5.8(e) , and except to the extent that any of the following could not reasonably be expected to have a Material Adverse Effect: (i) the Canadian Pension Plans and the Canadian Employee Plans, as applicable, are duly registered under all applicable federal and provincial pension benefits and tax related legislation, (ii) all material or statutory obligations of any Borrower or Guarantor required to be performed in connection with the Canadian Pension Plans and the Canadian Employee Plans or the funding agreements therefor have been performed in a timely fashion and there are no outstanding disputes concerning the assets held pursuant to any such funding agreement (including, for greater certainty, the improper withdrawal on application thereof), (iii) all contributions or premiums required to be made by any Borrower or Guarantor to the Canadian Pension Plans and the Canadian Employee Plans have been made in a timely fashion in accordance with the terms of the Canadian Pension Plans, the Canadian Employee Plans and applicable laws and regulations, (iv) all employee contributions to the Canadian Pension Plans and the Canadian Employee Plans required to be made by way of authorized payroll deduction or otherwise have been properly withheld by any Borrower or Guarantor and fully paid into the Canadian Pension Plans and the Canadian Employee Plans in a timely fashion, (v) all reports and disclosures relating to the Canadian Pension Plans and the Canadian Employee Plans required by any applicable laws or regulations have been filed or distributed in a timely fashion, (vi) no amount is owing by any of the Canadian Pension Plans or the Canadian Employee Plans and there are no outstanding defaults or violations by any Person party to the Canadian Pension Plans or the Canadian Employee Plans under the Income Tax Act (Canada) or any provincial taxation statute, (vii) the Canadian Pension Plans and the Canadian Employee Plans are fully funded, both on an ongoing basis and on a solvency basis (using actuarial assumptions and methods which are consistent with the valuations last filed with the applicable Governmental Bodies and which are consistent with generally accepted actuarial principles), (viii) none of the Canadian Pension Plans or the Canadian Employee Plans are the subject of an investigation, proceeding, action or claim and there exists no state of facts which after notice or lapse of time or both could reasonably be expected

to give rise to any such proceeding, action or claim and to the best knowledge of each Borrower and Guarantor, no fact or circumstance exists that could adversely affect the tax-exempt status of any Canadian Pension Plan or Canadian Employee Plan and (ix) no improvements to any Canadian Pension Plan or Canadian Employee Plan have been promised and no amendments or improvements to a Canadian Pension Plan or Canadian Employee Plan will be made or promised by any Borrower or Guarantor before the Closing Date, (x) no Canadian Pension Plan is a multi-employer pension plan within the meaning of applicable pension standards laws, and (xi) no Canadian Pension Plan is a benefit pension plan.

(f) Except as set forth on Schedule 5.8(e) , no Canadian Loan Party has or is subject to any present or future obligation or liability under any Canadian Employee Plan and any overtime pay, vacation pay, premiums for unemployment insurance, premiums for health and welfare insurance, accrued wages, salaries, commissions, severance pay and other payments payable to any employees of any Borrower or Guarantor are fully paid on a current basis.

(g) Except as set forth on Schedule 5.8(e) , no Canadian Loan Party provides benefits to retired Canadian Employees or to beneficiaries or dependents of retired Canadian Employees.

5.9 Intellectual Property.

All Intellectual Property is set forth on Schedule 5.9 (as such schedule may from time to time be updated by Administrative Borrower providing written notice to Agent of any newly acquired Intellectual Property rights, so long as Loan Parties have taken (or caused to be taken) all steps required by Agent to perfect Agent's Lien therein), are valid and have been duly registered or filed with all appropriate Governmental Body and constitute all of the Intellectual Property rights which are necessary for the operation of its business; there is no objection to or pending challenge to the validity of any such Intellectual Property and no Loan Party nor any Subsidiary of any Loan Party is aware of any grounds for any challenge. All Intellectual Property shall be preserved so long as it is in active use by any Loan Party or any of their Subsidiaries. With respect to all software subject to patent or copyright protection and owned, authored and used by any Loan Party, such Loan Party is in possession of all source and object codes related to each piece of software or is the beneficiary of a source code escrow agreement, each such source code escrow agreement being listed on Schedule 5.9 (as such schedule may from time to time be updated by Administrative Borrower providing written notice to Agent of any newly acquired Intellectual Property rights, so long as Loan Parties have taken (or caused to be taken) all steps required by Agent with respect thereto).

5.10 Licenses and Permits.

Each Loan Party and each Subsidiary of each Loan Party (a) is in compliance with and (b) has procured and is now in possession of, all material licenses or permits required by any applicable federal, state, local or other law or regulation for the operation of its business in each jurisdiction wherein it is now conducting business and where the failure to procure such licenses or permits could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

5.11 No Contractual Default.

No Loan Party is in default in the payment or performance of any of its contractual obligations with respect to which a default thereunder could be reasonably expected to have, either individually or in the aggregate, a Material Adverse Effect.

5.12 No Liens.

No Loan Party nor any Subsidiary of any Loan Party has agreed or consented to cause or permit in the future (upon the happening of a contingency or otherwise) any of its property, whether now owned or hereafter acquired, to be subject to a Lien which is not a Permitted Encumbrance.

5.13 No Labor Disputes.

No Loan Party nor any Subsidiary of any Loan Party is involved in any labor dispute; there are no strikes or walkouts or union organization of any Loan Party's or any of such Subsidiary's employees in existence or threatened in writing, in each case, other than as could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

5.14 Margin Regulations.

No Loan Party nor any Subsidiary of any Loan Party is engaged, nor will it engage, principally or as one of its important activities, in the business of extending credit for the purpose of "purchasing" or "carrying" any "margin stock" within the meaning of the quoted term under Regulation U of the Board of Governors of the Federal Reserve System as now and from time to time hereafter in effect. No part of the proceeds of any Advance will be used for "purchasing" or "carrying" "margin stock" as defined in Regulation U of such Board of Governors.

5.15 Investment Company Act.

No Loan Party nor any Subsidiary of any Loan Party is an "investment company" registered or required to be registered under the Investment Company Act of 1940, as amended, nor is it controlled by such a company.

5.16 Disclosure.

No representation or warranty made by or on behalf of any Loan Party or any Subsidiary of any Loan Party in this Agreement, any Other Document or in any financial statement, report, certificate or any other document furnished in connection herewith contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein or therein (taken as a whole) not materially misleading on the date when made.

5.17 Real Property.

Each Loan Party and each of its Subsidiaries owns record title in fee simple or the leasehold interest to the Real Property described on Schedule R-1 (as such Schedule may from time to time be updated by written notice from Administrative Borrower to Agent, so long as Loan Parties have taken (or caused to be taken) all steps reasonably required by Agent with respect thereto), free and

clear of all Liens, except Permitted Encumbrances. The Real Property described on Schedule R-1 (as such Schedule may from time to time be updated by written notice from Administrative Borrower to Agent, so long as Loan Parties have taken (or caused to be taken) all steps reasonably required by Agent with respect thereto) constitutes all of the Real Property of Loan Parties.

5.18 [Reserved].

5.19 [Reserved].

5.20 Business and Property of Loan Parties.

Each Loan Party and each Subsidiary of a Loan Party owns or leases all the property and possesses all of the rights and consents necessary for the conduct of the business of such Loan Party and such Subsidiary except as could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. The revenues and total assets of all Immaterial Subsidiaries do not exceed $2,500,000 in the aggregate.

5.21 Material Contracts.

Schedule 5.21 sets forth all Material Contracts to which any Loan Party is a party or is bound as of the date hereof. Loan Parties have delivered true, correct and complete copies of such Material Contracts to Agent on or before the date hereof. Except as disclosed to Agent in writing, Loan Parties are not in breach or in default in any material respect of or under any Material Contract.

5.22 Capital Structure.

Schedule 5.22 sets forth the authorized Equity Interests, and owner thereof, of each of Loan Parties and each of their Subsidiaries as of the Closing Date. All of the Equity Interests of each of Loan Parties (other than Parent) and each of their Subsidiaries are owned directly or indirectly by one of the Borrowers. All issued and outstanding Equity Interests of each of Loan Parties and each of their Subsidiaries are duly authorized and validly issued, fully paid and non-assessable, and such Equity Interests were issued in compliance with all applicable laws. All issued and outstanding Equity Interests of each Loan Party (other than Parent) and each of their Subsidiaries is free and clear of all Liens other than Permitted Encumbrances and the Lien in favor of Agent for the benefit of Agent and Lenders. The identity of the holders of the Equity Interests of each of the Loan Parties and each of their Subsidiaries and the percentage of their fully diluted ownership of the Equity Interests of each of Loan Parties and each of their Subsidiaries as of the Closing Date is set forth on Schedule 5.22 . No shares of the Equity Interests of any Loan Party or any of their Subsidiaries, other than those described above, are issued and outstanding as of the Closing Date. As of the Closing Date there are no preemptive or other outstanding rights, options, warrants, conversion rights or similar agreements or understandings for the purchase or acquisition from any Loan Party or any of their Subsidiaries of any Equity Interests of any such entity.

5.23 Bank Accounts, Security Accounts, Etc.

No Loan Party has any bank accounts, deposit accounts, investments accounts, securities accounts or any other similar accounts other than the accounts set forth on Schedule 5.23 (as such Schedule may from time to time be updated by Administrative Borrower delivering a written update

thereto to Agent, so long as Loan Parties take all action required by Section 4.14(h) with respect thereto). The purpose and type of each such account is specified on Schedule 5.23 .

5.24 Related Agreements.

Administrative Borrower has furnished Agent a true and correct copy of each the Related Agreements, along with all agreements, side letters and other documents executed by any Loan Party, Subsidiary or Affiliate thereof in connection therewith. Each of Loan Parties and their respective Subsidiaries and, to Loan Party's knowledge, each other party to the Related Agreements, has duly taken all necessary organizational action to authorize the execution, delivery and performance of the Related Agreements and the consummation of transactions contemplated thereby. As of the Closing Date, the Related Transactions have been consummated (or are being consummated substantially contemporaneously with the initial credit extension hereunder) in accordance with the terms of the Related Agreements. The Related Transactions will comply in all material respects with all applicable legal requirements, and all necessary Consents required to be obtained by a Loan Party or a Subsidiary thereof and, to each Loan Party's knowledge, each other party to the Related Agreements in connection with the Related Transactions will be, prior to consummation of the Related Transactions, duly obtained and will be in full force and effect. As of the date of the Related Agreements, all applicable waiting periods with respect to the Related Transactions will have expired without any action being taken by any competent Governmental Body which restrains, prevents or imposes material adverse conditions upon the consummation of the Related Transactions. The execution and delivery of the Related Agreements did not, and the consummation of the Related Transactions will not, violate any statute or regulation of the United States (including any securities law) or of any state or other applicable jurisdiction, or any order, judgment or decree of any court or Governmental Body binding on any Loan Party or Subsidiary or, to each Loan Party's knowledge, any other party to the Related Agreements, or result in a breach of, or constitute a default under, any material agreement, indenture, instrument or other document, or any judgment, order or decree, to which any Loan Party or Subsidiary is a party or by which any Loan Party or Subsidiary is bound or, to each Loan Party's knowledge, to which any other party to the Related Agreements is a party or by which any such party is bound. No statement or representation made in the Related Agreements by any Loan Party or Subsidiary or, to Loan Party's knowledge, any other Person, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements made therein (taken as a whole) not materially misleading as of the time that such statement or representation is made. As of the Closing Date, (a) each of the representations and warranties contained in the Related Agreements made by a Loan Party or any Subsidiary is true and correct in all material respects and (b) to each Loan Party's knowledge, each of the representations and warranties contained in the Related Agreements made by any Person other than a Loan Party is true and correct in all material respects.

5.25 Closing Date Acquisition.

(a) (i) The Closing Date Acquisition has occurred in accordance with the Closing Date Acquisition Documents and all conditions precedent to the effectiveness thereof have been fulfilled, or validly waived (but not including conditions consisting of the effectiveness of this Agreement), and (ii) no motion, action or proceeding is pending or filed by any Person which could

adversely affect the consummation of the Closing Date Acquisition, the business or operations of Borrowers or the transactions contemplated by this Agreement and the Other Documents.

(b) The Closing Date Acquisition Documents and the transactions contemplated thereunder have been duly executed, delivered and performed in accordance with their terms by the respective parties thereto in all respects, including the fulfillment or valid waiver (but not including waivers of conditions consisting of the effectiveness of this Agreement, except as may be disclosed to Agent and consented to in writing by Agent) of all conditions precedent set forth therein, and giving effect to the terms of the Closing Date Acquisition Documents and the assignments to be executed and delivered by the seller(s) of the Equity Interests of Acquisition Company thereunder, Parent acquired and has good and marketable title to the Equity Interests of Acquisition Company, free and clear of all claims, liens, pledges and encumbrances of any kind, except as permitted hereunder.

(c) All actions and proceedings, required by the Closing Date Acquisition Agreement, applicable law or regulation (including, but not limited to, compliance with the Hart-Scott-Rodino Anti-Trust Improvements Act of 1976, as amended) have been taken and the transactions required thereunder have been duly and validly taken and consummated.

(d) No court of competent jurisdiction has issued any injunction, restraining order or other order which prohibits consummation of the transactions described in the Closing Date Acquisition Documents and no governmental or other action or proceeding has been threatened or commenced, seeking any injunction, restraining order or other order which seeks to void or otherwise modify the transactions described in the Closing Date Acquisition Documents.

5.26 OFAC.

None of Borrower, any Subsidiary of Borrower or any Affiliate of Borrower: (a) is a Sanctioned Person, (b) has more than ten (10%) percent of its assets in Sanctioned Entities or (c) derives more than ten (10%) percent of its operating income from investments in, or transactions with Sanctioned Persons or Sanctioned Entities. The proceeds of any Loan will not be used and have not been used to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person or a Sanctioned Entity.

Each Loan Party and each Subsidiary of each Loan Party is and will remain in compliance with all applicable economic sanctions laws and all applicable anti-money laundering and counter-terrorism financing laws, including the provisions of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), the Criminal Code (Canada), the United Nations Act (Canada), and any other enabling legislation or executive order relating thereto, and other federal, provincial, territorial, local or foreign laws relating to "know your customer" and anti-money laundering rules and regulations. No Loan Party and no Subsidiary or Affiliate of a Loan Party (i) is a Person designated by the Canadian government on any list set out in the United Nations Al-Qaida and Taliban Regulations, the Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism or the Criminal Code (collectively, the " Terrorist Lists ") with which a Canadian Person cannot deal with or otherwise engage in business transactions, (ii) is a Person who is otherwise the target of Canadian economic sanctions laws such that a Canadian Person cannot deal or otherwise engage in business transactions with such Person or (iii) is controlled by (including

without limitation by virtue of such person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any person or entity on any Terrorist List or a foreign government that is the target of Canadian economic sanctions prohibitions such that the entry into, or performance under, this Agreement or any other Loan Document would be prohibited under Canadian law. No part of the proceeds of any Loan will be used directly or indirectly for any payments to any government official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of any applicable laws.

6. AFFIRMATIVE COVENANTS.

Each Loan Party shall at all times until all of the Obligations have been Paid in Full:

6.1 Payment of Fees.

Promptly following demand, pay to Agent 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 Blocked Accounts or Depository Accounts as provided for in Section 4.14(h). Agent may charge the Borrowers' Account for all such fees and expenses (subject to the terms of Section 17.10 hereof).

6.2 Conduct of Business; Compliance with Laws and Maintenance of Existence and Assets.

Conduct, and cause each Subsidiary of each Loan Party to conduct, continuously and operate actively its business according to business practices and maintain, and cause each Subsidiary of each Loan Party to maintain, all of its properties useful or necessary in its business in good working order and condition, except, in each case, where the failure to do so could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Each Loan Party shall, and shall cause each Subsidiary of each Loan Party to, (a) keep in full force and effect its existence and its material rights and franchises, (b) comply in all material respects with the laws and regulations governing the conduct of its business, except, in each case, where the failure to do so could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect; provided , that , the Immaterial Subsidiaries may dissolve or merge into a Loan Party and Loan Parties shall provide written notice thereof to Agent not less than three (3) Business Days after the occurrence thereof, accompanied by the relevant merger agreement and certificates of merger filed with the applicable Governmental Bodies, and (c) except as expressly permitted hereunder, make all such reports and pay all such franchise and other taxes and license fees and do all such other acts and things as may be lawfully required to maintain its rights, licenses, leases, powers and franchises under the laws of the United States or any of its political subdivisions or, based on commercially reasonable efforts, to do so in any applicable foreign jurisdiction or any political subdivision of any of such foreign jurisdictions.

6.3 Violations.

Promptly after becoming aware of the same, 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 or any of their Subsidiaries which could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

6.4 Government Receivables.

(a) If Administrative Borrower or any Borrower reports as being an Eligible Account or requests be treated as an Eligible Account any Accounts owing by the United States, any state or any department, agency or instrumentality of any of them (collectively, " US Government Receivables ") with a value in excess of $500,000 in the aggregate, take all steps necessary to protect Agent's interest in such US Government Receivables under the Federal Assignment of Claims Act or other applicable state or local statutes or ordinances and deliver to Agent appropriately endorsed, any instrument or chattel paper connected with any US Government Receivables.

(b) If Administrative Borrower or any Borrower reports as being an Eligible Account or requests be treated as an Eligible Account any Accounts owing by Canada, any province or any department, agency or instrumentality of any of them (collectively, " Canadian Government Receivables ") with a value in excess of $500,000 in the aggregate, take all steps necessary to protect Agent's interest in such Canadian Government Receivables under the Financial Administration Act (Canada) or other applicable provincial or local statutes or ordinances and deliver to Agent appropriately endorsed, any instrument or chattel paper connected with any Canadian Government Receivables.

6.5 Execution of Supplemental Instruments; Further Assurances.

Promptly upon request by Agent, each Loan Party shall take such additional actions (including, without limitation, execution and delivery of such supplemental agreements or instruments, statements, assignments and transfers, or instructions or documents relating to the Collateral) as Agent may require in its Permitted Discretion from time to time in order (a) to carry out more effectively the purposes of this Agreement or any Other Document, (b) to subject all of the existing or hereinafter acquired personal and real property (other than Excluded Assets) of each Loan Party to first-priority perfected Liens (subject only to Permitted Encumbrances) in favor of Agent to secure the Obligations, and (c) to perfect and maintain the validity, effectiveness and priority of any of the Liens created, or intended to be created thereby, by this Agreement or any Other Document to the extent required herein or therein. Without limiting the generality of the foregoing, each Loan Party shall (and shall cause each other Loan Party to) guarantee (to the extent not already directly obligated with respect thereto) all of the Obligations and to grant to Agent, for the benefit of Agent, Lenders, Bank Product Provider and Issuer, a Lien in all of such Loan Party's existing or hereinafter acquired personal and real property (other than Excluded Assets) to secure all of the Obligations; provided , that , no such guarantee or grant shall be required by a Non-US Subsidiary that is a CFC to the extent such guarantee or grant would result in material adverse tax consequences to Loan Parties under Treas. Reg. Section 1.956-2.

6.6 Payment of Indebtedness.

Each Loan Party shall, and shall cause each Subsidiary of each Loan Party to, subject at all times to any applicable subordination or intercreditor arrangement in favor of Agent and/or Lenders, pay, discharge or otherwise satisfy at or before maturity (subject, where applicable, to specified

grace periods and, in the case of the trade payables, to normal payment practices) all its Indebtedness of whatever nature, except when the failure to do so could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect or when the amount or validity thereof is currently being contested in good faith by appropriate proceedings and each Loan Party and each of their Subsidiaries shall have provided for such reserves as Agent may reasonably deem proper and necessary.

6.7 Standards of Financial Statements.

Each Loan Party shall, and shall cause each Subsidiary of each Loan Party to, cause all financial statements referred to in Sections 9.7, 9.8 and 9.12 as to which GAAP is applicable to be true and correct in all material respects (subject, in the case of interim financial statements, to normal year-end audit adjustments and absence of footnotes) and to be prepared in reasonable detail, and in accordance with GAAP consistently applied throughout the periods reflected therein (except as concurred in by such reporting accountants or officer, as the case may be, and disclosed therein).

6.8 Financial Covenants.

Fixed Charge Coverage . Upon the occurrence and during the continuance of a Financial Covenant Trigger Event, Loan Parties shall maintain at the end of each calendar month, commencing with the calendar month immediately preceding the date on which the Financial Covenant Trigger Event occurred and for each month thereafter during the continuance thereof, a Fixed Charge Coverage Ratio, for the trailing twelve (12) month period then ended, of not less than 1.1:1.0.

7. NEGATIVE COVENANTS.

No Loan Party shall, nor shall any Loan Party permit any of its Subsidiaries to, at any time prior to the Payment in Full of all of the Obligations:

7.1 Merger, Consolidation, Acquisition and Sale of Assets.

(a) Consummate any merger, consolidation, amalgamation or other reorganization with or into any other Person or acquire all or a substantial portion of the assets or Equity Interests of any Person or permit any other Person to consolidate with or merge with it; except , that , (i) any Loan Party or any Subsidiary may enter into a Permitted Acquisition; (ii) a Loan Party may merge, amalgamate or consolidate into another Loan Party so long as (A) no Event of Default shall have occurred and be continuing, (B) if a Borrower is a party to such merger, consolidation or amalgamation a Borrower shall be the surviving entity, (C) no Loan Party shall merge, consolidate or amalgamate with a Loan Party that exists under the laws of a country different than the country in which such Loan Party exists and (D) prior to such merger, consolidation or amalgamation Loan Parties have taken (or caused to be taken) all steps required by Agent to maintain Agent's Lien on the Collateral granted by such Loan Parties, as well as the priority and effectiveness of such Lien; and (iii) a Subsidiary of the Borrowers that is not a Loan Party may merge, consolidate or amalgamate into another Subsidiary of the Borrowers so long as (A) no Event of Default shall have occurred and be continuing, and (B) if a Loan Party is the surviving entity, prior to such merger, consolidation or amalgamation Loan Parties have taken (or caused to be taken) all steps required by Agent to maintain Agent's Lien on the Collateral granted by such Loan Parties, as well as the priority and effectiveness of such Lien.

(b) Acquire all or a substantial portion of the assets or Equity Interests of any Person except for investments permitted by Section 7.4.

(c) Directly or indirectly, sell, assign, lease, transfer, abandon or otherwise dispose of any of its assets or properties (including, without limitation, the Collateral) to any other Person (each, a " Disposition "), except for:

(i) the sale of Inventory in the ordinary course of business,

(ii) provided no Default or Event of Default shall have occurred and be continuing or result therefrom, the Disposition of assets (other than equity interests of any of its Subsidiaries, except as provided in clause (xiv) below) having a net book value not to exceed $5,000,000 in the aggregate in any fiscal year; provided that any Loan Party or a Subsidiary may make a Disposition and the assets subject to such Disposition shall not be subject to or included in the foregoing limitation and computation contained in this clause (ii) to the extent that the net proceeds from such Disposition are (A) reinvested in productive assets of any Loan Party or a Subsidiary of at least equivalent value within two hundred seventy (270) days of the date of such Disposition, or (B) subject to the provisions of Section 2.13, applied to the payment or prepayment of the Obligations;

(iii) the sale, lease, transfer or other Disposition of property by a Loan Party or a Subsidiary of a Loan Party to any other Loan Party or Subsidiary of a Loan Party; provided , that , (A) if a Borrower or any of its assets is subject to a Disposition, all parties acquiring assets pursuant to such Disposition must be Borrowers, (B) if a Loan Party or any of its assets is subject to a Disposition, all parties acquiring assets pursuant to such Disposition must be Loan Parties, (C) if a US Loan Party or any of its assets is subject to a Disposition, all parties acquiring assets pursuant to such Disposition must be US Loan Parties, (D) to the extent such transaction constitutes an investment, such transaction must be permitted under Section 7.4 and (E) any Lien in favor of Agent on such property shall continue in all respects and shall not be deemed released or terminated as a result of such sale, lease, transfer or other Disposition and Loan Parties shall execute and deliver such agreements, documents and instruments as Agent may reasonably request with respect thereto;

(iv) the sale, lease, transfer or Disposition of used, worn-out or obsolete machinery and equipment and machinery and equipment no longer used or useful in the conduct of business of Loan Parties or any of their Subsidiaries having a net book value not to exceed $5,000,000 in the aggregate in any fiscal year;

(v) the grant in the ordinary course of business by any Loan Party or any of their Subsidiaries after the date hereof of a non-exclusive license of any Intellectual Property; provided, that, the rights of the licensee shall be subject to the rights of Agent, and shall not adversely affect, limit or restrict in any material respect the rights of Agent to use such Intellectual Property or adversely affect, limit or restrict the rights of Agent to sell or otherwise dispose of any Inventory or other Collateral in connection with the exercise by Agent of any rights or remedies hereunder or under any of the Other Documents, or otherwise adversely limit or interfere in any material respect with the use of any such Intellectual Property by Agent in connection with the

exercise of its rights or remedies hereunder or under any of the Other Documents or by any Loan Party or Subsidiary;

(vi) the issuance of Equity Interests by Loan Parties; provided , that , (A) no Loan Party or Subsidiary shall be required to pay any cash dividends, distributions or repurchase or redeem such Equity Interests or make any other payments in respect thereof, except as otherwise expressly permitted in Section 7.7 and (B) none of the Borrowers or their Subsidiaries shall issue any Equity Interests other than to a Loan Party or, if the Equity Interests of any Subsidiary are not then held by a Loan Party, then to another Subsidiary;

(vii) the issuance of Equity Interests by Parent;

(viii) the abandonment or other disposition of Intellectual Property that is not material and is no longer used or useful in any material respect in the business of any Loan Party or any of its Subsidiaries and does not appear on or is otherwise not affixed to or incorporated in any Inventory or Equipment or have any material value;

(ix) involuntary Dispositions occurring by reason of casualty or condemnation;

(x) the leasing, occupancy agreements or sub-leasing of Real Property or Equipment that would not materially interfere with the required use of such Real Property or Equipment by any Loan Party or any of its Subsidiaries;

(xi) transfers of condemned real property as a result of the exercise of "eminent domain" or other similar policies to the respective governmental authority or agency that has condemned the same (whether by deed in lieu of condemnation or otherwise), and transfers of properties that have been subject to a casualty to the respective insurer of such real property as part of an insurance settlement;

(xii) any Disposition of property or assets, or issuance of Equity Interests, that is permitted under Sections 7.1 (a) and 7.7;

(xiii) the sale or transfer by any Loan Party or any Subsidiary of any Loan Party of the Equity Interests of any Subsidiary so long as (A) simultaneously therewith all investments in such Subsidiary owned by any Loan Party or any Subsidiary are disposed of in their entirety, (B) such Subsidiary does not have any continuing investment in any Loan Party or any other Subsidiary not being simultaneously disposed of and (C) such sale or transfer is permitted by clause (ii) above; and

(xiv) in addition to, and not in limitation of, (x) any Disposition of property or assets otherwise permitted in Sections 7.1(c)(i) through and including 7.1(c)(xiii) above and (y) the issuance of Equity Interests permitted under Sections 7.1(a) and 7.7, so long as no Event of Default has occurred and is continuing, any other Disposition of property or assets, or issuance of Equity Interests by any Loan Party or any Subsidiary of any Loan Party, to the extent that as of the date of and after giving effect to any such Disposition or issuance, Global Undrawn Availability shall not be less than the greater of (A) twenty-five (25%) percent of the lesser of (1) the Maximum Credit and (2) the Borrowing Base at such time, and (B) $25,000,000.

7.2 Creation of Liens.

Create or suffer to exist any Lien or transfer upon or against any of its property or assets now owned or hereafter acquired, except Permitted Encumbrances.

7.3 Guarantees.

Become liable upon the obligations of any Person by assumption, endorsement or guarantee thereof or otherwise (other than with respect to the Obligations), except:

(a) for the endorsement of checks in the ordinary course of business;

(b) that (i) Loan Parties and their Subsidiaries may guarantee Indebtedness or other obligations of Borrowers and their US Subsidiaries that are Loan Parties and (ii) a Non-US Subsidiary may guarantee Indebtedness or other obligations of another Non-US Subsidiary (provided if the Non-US Subsidiary that is providing such guarantee is a Loan Party, then such other Non-US Subsidiary must also be a Loan Party);

(c) that Loan Parties and their Subsidiaries may guarantee Indebtedness of Non-US Subsidiaries; provided , that , the Indebtedness permitted to be guaranteed shall be permitted Indebtedness under Section 7.8(l) and the maximum amount of Indebtedness permitted to be guaranteed shall not exceed the amount of Indebtedness permitted under Section 7.8(l); and

(d) that Loan Parties and their Subsidiaries may guarantee Indebtedness under the Debt Financing Documents.

7.4 Investments.

Purchase or acquire Indebtedness or Equity Interests of, or any other interest in, any Person, except:

(a) cash or Cash Equivalents;

(b) as expressly permitted pursuant to Section 7.1, Section 7.5, Section 7.7 and Section 7.8;

(c) the endorsement of instruments for collection or deposit in the ordinary course of business;

(d) obligations under Hedging Agreements permitted under Section 7.8(e);

(e) Equity Interests or other obligations issued to Loan Parties by any Person (or the representative of such Person) in compromise or settlement of Indebtedness of such Person owing to Loan Parties (whether or not in connection with the insolvency, bankruptcy, receivership or reorganization of such a Person or a composition or readjustment of the debts of such Person) or upon the foreclosure, perfection or enforcement of any Lien in favor of a Loan Party securing any such obligations;

(f) obligations of account debtors to Loan Parties and their Subsidiaries arising from Accounts which are evidenced by a promissory note made by such account debtor payable to the applicable Loan Party or Subsidiary; provided , that , promptly upon the receipt of the original of any such promissory note issued to any Loan Party from any account debtor in excess of $500,000 in the aggregate (or regardless of the amount after an Event of Default exists or has occurred and is continuing, at the request of Agent), such promissory note(s) shall, upon the request of Agent, be endorsed to the order of Agent by Loan Parties and promptly delivered to Agent as so endorsed;

(g) investments by Loan Parties and their Subsidiaries in the form of Equity Interests received as part or all of the consideration for the sale of assets pursuant to a Disposition by any such Loan Party of Subsidiary to the extent permitted under Section 7.1(c);

(h) the existing investments of any Loan Party or Subsidiary thereof as of the date hereof in their respective Subsidiaries;

(i) investments made after the date hereof by (i) Parent in another Loan Party, (ii) a Borrower in another Borrower, (iii) a US Subsidiary of a Borrower in a US Subsidiary thereof and (iv) a Non-US Subsidiary of a Borrower in a Non-US Subsidiary thereof, (v) a Loan Party in a Non-US Subsidiary of a Loan Party; provided , that , the aggregate amount of investments under this Section 7.4(i)(v) and advances, loans or other extensions of credit under Section 7.5(d)(iv) shall not exceed $25,000,000 at any time outstanding, and (vi) additional investments by a Loan Party in their respective Subsidiaries or in a partnership or joint venture which is not a Permitted Acquisition so long as, with respect to each such investment, the Investment Conditions Precedent shall be satisfied and the aggregate amount of all such investment permitted under this Section 7.4(i)(v) shall not exceed $25,000,000 in the aggregate;

(j) Permitted Acquisitions;

(k) loans or advances to employees, officers and directors to the extent permitted in Section 7.5(c); and

(l) extensions of trade credit or other advances to customers on commercially reasonable terms in accordance with normal trade practice or otherwise in the ordinary course of business.

7.5 Loans.

Make advances, loans or other extensions of credit to any Person, including, without limitation, any Subsidiary or Affiliate, except with respect to:

(a) the extension of commercial trade credit in connection with the sale of Inventory or the provision of services, each in the ordinary course of its business;

(b) deposits of cash for leases, utilities, worker’s compensation and similar matters in the ordinary course of business;

(c) advances or loans by a Loan Party or any Subsidiary of a Loan Party to its employees, officers or directors in the ordinary course of business in an aggregate amount not to

exceed $1,000,000 at any time outstanding for: (i) reasonable and necessary work-related travel or other ordinary business expenses to be incurred by such employee, officer or director in connection with their work for such Loan Party or Subsidiary and (ii) reasonable and necessary relocation expenses of such employees, officers and directors (including home mortgage financing for relocated employees, officers and directors); and

(d) advances, loans or extensions of credit made by (i) Parent to another Loan Party, (ii) a Loan Party (other than Parent) to another Loan Party, (iii) a Non-US Subsidiary of a Borrower to a Non-US Subsidiary of a Borrower; and (iv) so long as no Event of Default has occurred and is continuing, a Loan Party to a Loan Party's Non-US Subsidiary that is not a Loan Party; provided that , the aggregate amount of investments under subclause (v) of Section 7.4(i) and advances, loans or other extensions of credit under subclause (iv) of this Section 7.5 (d) shall not exceed $25,000,000 at any time outstanding; and

(e) advances, loans and extensions of credit permitted by Section 7.4.

7.6 Capital Expenditures.

Commencing with fiscal year 2012, contract for, purchase or make any Capital Expenditures during any fiscal year in an aggregate amount in excess of $20,000,000. If the amount of Capital Expenditures permitted to be made in any fiscal year does not exceed $20,000,000, fifty (50%) percent of the difference between $20,000,000 and the amount of Capital Expenditures actually made during such fiscal year may be carried forward by Loan Parties (on a combined basis) to the immediately following fiscal year.

7.7 Dividends and Distributions.

Declare, pay or make any dividend or distribution or payment with respect to any shares of the Equity Interests of any Loan Party or any of their Subsidiaries (other than dividends or distributions payable in its Equity Interests) or apply any of its funds, property or assets to the purchase, redemption or other retirement of any such Equity Interests; except , that ,

(a) Loan Parties and their Subsidiaries may make payments to their former employees, officers or directors in connection with the redemption or repurchase of Equity Interests issued by the Parent to such former employees, officers or directors upon their termination of employment with Loan Parties and their Subsidiaries or their death or disability, so long as such payments do not to exceed $250,000 in the aggregate in any fiscal year;

(b) In lieu of making tax payments directly, Loan Parties and their Subsidiaries may make dividends and distributions to Parent from time to time for the sole purpose of allowing Parent to, and Parent shall promptly upon receipt thereof use the proceeds thereof solely to, pay federal and state income taxes and franchise taxes solely arising out of the consolidated operations of Parent, Borrowers and their Subsidiaries, after taking into account all available credits and deductions (provided , that , no Borrower or Subsidiary thereof shall make any distribution to Parent in any amount greater than the share of such taxes arising out of Borrowers' and their Subsidiaries' consolidated net income),

(c) Loan Parties and their Subsidiaries may make dividends and distributions to other Loan Parties and their Subsidiaries; provided , that , no such dividends and distributions shall be made (A) to a Non-US Subsidiary from a US Loan Party, or (B) to a Person that is not a Loan Party from a Loan Party; and

(d) Loan Parties and their Subsidiaries may make distributions or pay dividends in cash in respect of any of its Equity Interests; provided, that, as to any payment of such dividend or distribution, each of the following conditions is satisfied:

(i) payment shall be made with funds legally available therefore;

(ii) such dividend or distribution shall not violate any law or regulation or the terms of any indenture, agreement or undertaking to which any Loan Party or any Subsidiary is a party or by which any Loan Party or Subsidiary or its properties are bound;

(iii) as of the date of the payment of such dividend or distribution and after giving effect thereto, no Event of Default shall exist; and

(iv) as of the date of the payment of such dividend or distribution and after giving effect thereto, Global Undrawn Availability shall not be less than the greater of (A) twenty (20%) percent of the lesser of (1) the Maximum Credit and (2) the Borrowing Base at such time, and (B) $20,000,000.

7.8 Indebtedness.

Create, incur, assume or suffer to exist any Indebtedness (exclusive of trade payables incurred in the ordinary course of business consistent with past practices outstanding no more than sixty (60) days past its due date) except in respect of:

(a) the Obligations;

(b) Indebtedness (other than the Obligations) to the extent incurred after the Closing Date to finance Capital Expenditures in an aggregate amount not to exceed $5,000,000 at any one time outstanding;

(c) Indebtedness existing on the Closing Date as set forth on Schedule 7.8 and any refinancings, refundings, renewals or extensions thereof (without shortening the maturity thereof or increasing the principal amount thereof (excluding accrued interest, fees, discounts, premiums and expenses));

(d) Indebtedness expressly permitted by Section 7.5;

(e) Indebtedness arising under Hedging Agreements which are not entered into for speculative purposes;

(f) Indebtedness in respect of netting services, overdraft protections, employee credit card programs and otherwise in connection with deposit accounts and Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument

inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; provided , that , such Indebtedness is extinguished within five (5) Business Days of incurrence;

(g) Indebtedness in respect of bid, performance and surety bonds, including guarantees or obligations of Loan Parties with respect to letters of credit supporting such bid, performance and surety bonds or other forms of credit enhancement supporting performance obligations under services contracts, workers' compensation claims, self-insurance obligations, unemployment insurance, health, disability and other employee benefits or property, casualty or liability insurance in each case incurred in the ordinary course of business; provided , that , upon Agent's request, Agent shall have received true, correct and complete copies of all material agreements, documents or instruments evidencing or otherwise related to such Indebtedness, as duly authorized, executed and delivered by the parties thereto;

(h) unsecured Indebtedness arising from agreements to provide for customary indemnification, adjustment of purchase price or similar obligations, earn-outs or other similar obligations, in each case, incurred in connection with a Permitted Acquisition or Disposition permitted hereunder and in the case of earn-outs or other similar obligations so long as they have been subordinated to the Obligations pursuant to a subordination agreement in favor of Agent on terms and conditions reasonably satisfactory to Agent;

(i) Indebtedness arising pursuant to financing of insurance premiums payable on insurance policies maintained by or for the benefit of Loan Parties or any of their Subsidiaries; provided , that , upon Agent's request, Agent shall have received true, correct and complete copies of all material agreements, documents and instruments evidencing or otherwise related to such Indebtedness;

(j) unsecured subordinated Indebtedness of Loan Parties and their Subsidiaries arising after the date hereof to any third person not otherwise permitted in this Section 7.8, and any refinancings, refundings, renewals or extensions thereof (without shortening the maturity thereof or increasing the principal amount thereof (excluding accrued interest, fees, discounts, premiums and expenses)); provided , that , (i) as of the date of incurring such Indebtedness and after giving effect thereto, no Default or Event of Default shall exist or have occurred and be continuing, and (ii) such third person shall have entered into a subordination agreement with Agent on terms and conditions reasonably satisfactory to Agent;

(k) unsecured Indebtedness of any Loan Party in respect of deferred working capital adjustment payments under the Closing Date Acquisition Agreement;

(l) Indebtedness of Non-US Subsidiaries that are not Loan Parties in an aggregate amount not to exceed $25,000,000 at any one time outstanding;

(m) subject to the terms and conditions of the Second Lien Intercreditor Agreement, Indebtedness of any Loan Party under the Second Lien Loan Documents, in an aggregate principal amount not to exceed the Second Lien Maximum Debt; provided , that , (i) the Loan Parties may make payments of principal and interest in respect of the Second Lien Notes in accordance with the terms of the Second Lien Loan Documents as in effect on the date hereof;

provided, that in the event that Parent is required to make any prepayment with Excess Cash Flow or Parent elects to make an optional redemption or tender for the Second Lien Notes or to make an open market purchase of any Second Lien Notes, Parent shall be permitted to consummate the same if, in each instance, the Second Lien Note Prepayment Conditions with respect to such transaction is satisfied, and (ii) the Loan Parties shall not amend, modify, alter or change (A) the repayment terms of the Second Lien Notes as in effect on the date hereof if the effect of such amendment, change or modification will change to earlier dates any scheduled dates for the payment of principal or interest of the Second Lien Notes or (B) any other provision of the Second Lien Loan Documents not related to the repayment terms of the amount Second Lien Notes or any agreement, document or instrument related thereto as in effect on the date hereof except to the extent permitted in the Second Lien Intercreditor Agreement; and

(n) unsecured Indebtedness of any Loan Party under the Senior Unsecured Notes Documents in an aggregate principal amount not to exceed $60,000,000.

7.9 Nature of Business.

(a) Engage in any business if, as a result thereof, the business then to be conducted by Loan Parties and their Subsidiaries, taken as a whole, would be substantially changed from the business conducted on the Closing Date or similar, related or complimentary businesses.

(b) Permit any Immaterial Subsidiary to engage in any business, operations or activity, or hold any property or incur any obligations, other than (i) paying taxes, (ii) holding directors' and shareholders' meetings, preparing corporate and similar records and other activities required to maintain its separate corporate or other legal structure, (iii) preparing reports to, and preparing and making notices to and filings with, Governmental Bodies and to its holders of Equity Interests, (iv) business operations and activities to the extent that revenues and total assets of all Immaterial Subsidiaries do not exceed, at any time, $2,500,000 in the aggregate, and (v) activities required by this Agreement and the Other Documents.

7.10 Transactions with Affiliates.

Directly or indirectly, purchase, acquire or lease any property from, or sell, transfer or lease any property to, or otherwise deal with, any Affiliate, except for:

(a) transactions, arrangements and other business activities entered into in the ordinary course of business, on an arm's-length basis on terms no less favorable than terms which would have been obtainable from a Person other than an Affiliate;

(b) any employment or compensation arrangement or agreement, employee benefit plan or arrangement, officer or director indemnification agreement or any similar arrangement or other compensation arrangement approved by the Board of Directors of such Loan Party; and

(c) transactions among Loan Parties and their Subsidiaries expressly permitted by Section 7.1(c), Section 7.3(b), Section 7.4(i), Section 7.5(c), Section 7.5(d), Section 7.7 and otherwise in this Agreement.

7.11 [Reserved.]

7.12 Subsidiaries.

(a) Form any Subsidiary unless (i) if such Subsidiary is either a US Subsidiary or Canadian Subsidiary, such Subsidiary, prior to acquiring any assets or conducting any business, expressly joins in this Agreement as a Loan Party, becomes jointly and severally liable (in accordance with Section 2.16, in the case of a US Subsidiary, and Section 2.17, in the case of a Canadian Subsidiary) for, or otherwise guaranties, all of the Obligations (in the case of a US Subsidiary) or all of the Canadian Obligations (in the case of a Canadian Subsidiary) and grants a Lien on all of its Collateral to secure all of the Obligations or Canadian Obligations (as applicable) and consents to the pledge of its Equity Interests to secure all of the Obligations in form and substance reasonably satisfactory to Agent (in each case, except (A) to the extent that such assets constitute Excluded Assets and (B) no such guarantee or grant shall be required by a Non-US Subsidiary that is a CFC to the extent such guarantee or grant would result in material adverse tax consequences to Loan Parties under Treas. Reg. Section 1.956-2), (ii) Agent is provided with a pledge of all of the outstanding Equity Interests of such Subsidiary to secure all of the Obligations in form and substance reasonably satisfactory to Agent (except to the extent that such Equity Interests constitutes Excluded Assets), and (iii) Agent shall have received fifteen (15) days prior written notice thereof (along with an update of Schedule 5.2(b)) and all documents, including collateral documents, guaranties, corporate authority documents and legal opinions, as Agent may require in its Permitted Discretion in connection therewith, all in form and substance reasonably satisfactory to Agent; provided , that , investments in any Subsidiary which Loan Parties may form in accordance with this Section 7.12(a) may only be made to the extent permitted by Section 7.4.

(b) Enter into any partnership, joint venture or similar arrangement other than an investment permitted under Section 7.4 (i)(vi).

7.13 Fiscal Year and Accounting Changes.

Change its fiscal year-end from December 31, or make any change (a) in accounting treatment and reporting practices except as required by GAAP consistently applied or (b) in tax reporting treatment except as required by law.

7.14 Pledge of Credit.

Now or hereafter pledge Agent's or any Lender's credit on any purchases or for any purpose.

7.15 Amendment of Organizational Documents and Related Agreements.

(a) Amend, modify or waive any term or provision of its certificate of formation, limited liability company agreement, certificate of incorporation, articles of incorporation, by-laws, partnership agreement or other applicable documents relating to such Loan Party's or Subsidiary's formation or governance, or any shareholders agreement, unless such amendment, modification or waiver is not materially adverse to Agent and the Lenders.

(b) Amend, modify or waive any term or provision of any Second Lien Loan Documents, unless such amendment, modification or waiver is permitted by the Second Lien Intercreditor Agreement.

(c) Amend, modify or waive any term or provision of any Senior Unsecured Notes Documents, unless such amendment, modification or waiver amends, modifies, alters or changes the terms thereof so as to extend the maturity thereof, or defer the timing of any payments in respect thereof, or to forgive or cancel any portion of such Indebtedness (other than pursuant to payments thereof), or to reduce the interest rate or any fees in connection therewith.

(d) Amend, modify or waive any term or provision of any of any Closing Date Acquisition Document, unless such amendment, modification or waiver is not materially adverse, taken as a whole, in any respect to Agent and the Lenders.

7.16 Compliance with ERISA; Canadian Pension Standards Laws.

(a) Except as could not reasonably be expected to have a Material Adverse Effect, (i) maintain, or permit any member of the Controlled Group to maintain, or become obligated to contribute, or permit any member of the Controlled Group to become obligated to contribute, to any Title IV Plan, other than those Title IV Plans disclosed on Schedule 5.8(d) , (ii) engage, or permit any member of the Controlled Group to engage, in any non-exempt "prohibited transaction", as that term is defined in Section 406 of ERISA and Section 4975 of the Code, (iii) incur, or permit any member of the Controlled Group to fail the applicable "minimum funding standard", as that term is defined in Section 302 of ERISA or Section 412 of the Code, (iv) terminate, or permit any member of the Controlled Group to terminate, any Title IV Plan where such event could result in any liability of any Loan Party or any member of the Controlled Group or the imposition of a Lien on the property of any Loan Party or any member of the Controlled Group pursuant to Section 4068 of ERISA, (v) assume, or permit any member of the Controlled Group to assume, any obligation to contribute to any Multiemployer Plan not disclosed on Schedule 5.8(d) , (vi) incur, or permit any member of the Controlled Group to incur, any withdrawal liability to any Multiemployer Plan, except to the extent that the failure to comply, individually or in the aggregate, could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect, (vii) fail to comply, or permit a member of the Controlled Group to fail to comply, with the requirements of ERISA or the Code or other applicable laws in respect of any Plan, or (viii) fail to meet, or permit any member of the Controlled Group to fail to meet, all minimum funding requirements under ERISA or the Code or postpone or delay or allow any member of the Controlled Group to postpone or delay any funding requirement with respect of any Title IV Plan.

(b) Except as could not reasonably be expected to have a Material Adverse Effect, (i) maintain, or permit any Canadian Borrower or Guarantor to maintain, or become obligated to contribute, or permit any Canadian Borrower or Guarantor to become obligated to contribute, to any Canadian Pension Plan, other than those Canadian Pension Plans disclosed on Schedule 5.8(e), (ii) engage, or permit any Canadian Borrower or Guarantor to engage in any "prohibited transaction", within the meaning of Section 16 of Schedule III to the Pension Benefits Standards Regulation, 1985 or such other comparable pension standards legislation as may apply from time to time to such plan, (iii) terminate, or permit any Canadian Borrower or Guarantor to terminate, any Canadian Pension Plan where such event could result in any liability of any Canadian Borrower or Guarantor or the

imposition of a Lien on the property of any Canadian Borrower or Guarantor pursuant to applicable pension standards legislation, (iv) assume, or permit any Canadian Borrower or Guarantor to assume, any obligation to contribute to any multi-employer pension plan (as defined under applicable pension standards legislation) or to any defined benefit plan, (v) fail promptly to notify Agent of the occurrence of any Canadian Pension Plan Event, (vi) fail to comply, or permit a Canadian Borrower or Guarantor to fail to comply, with the requirements of applicable pension standards legislation or the Income Tax Act (Canada) or other applicable legislation in respect of any Canadian Pension Plan, or (vii) fail to meet, or permit any member of the Controlled Group to fail to meet, all minimum funding requirements under applicable pension standards legislation or the Income Tax Act (Canada) or postpone or delay or allow a Canadian Borrower or Guarantor to postpone or delay any funding requirement in respect of any Canadian Pension Plan.

7.17 [Reserved].

7.18 State/Province of Organization/Names/Locations.

Change the jurisdiction in which it is incorporated or otherwise organized, or change its legal name (or use a different name), location of chief executive office or location of any of the Collateral, unless Administrative Borrower has given Agent not less than twenty (20) days prior written notice thereof (along with an update of Schedule 4.4 , Schedule 4.14(c) , Schedule 5.2(a) and Schedule 5.6 , as applicable) and Loan Parties have taken (or caused to be taken) all steps required by Agent to maintain Agent's Lien on such Collateral, as well as the priority and effectiveness of such Lien); provided , that , no Loan Party shall change its jurisdiction of incorporation or organization or location of any of its Collateral to a jurisdiction or location from (a) with respect to each US Loan Party, the continental United States to outside of the continental United States or (b) with respect to each Canadian Loan Party which is not a US Loan Party, Canada to outside of Canada.

7.19 Foreign Assets Control Regulations, Etc.

None of the requesting or borrowing of the Advances or the requesting or issuance, extension or renewal of any Letters of Credit or the use of the proceeds of any thereof will violate the Trading With the Enemy Act (50 U.S.C. §1 et seq., as amended) (the " Trading With the Enemy Act ") or any of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended) (the " Foreign Assets Control Regulations ") or any enabling legislation or executive order relating thereto (including, but not limited to (a) Executive order 13224 of September 21, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) (the " Executive Order ") and (b) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56). No Loan Party is or will become a Sanctioned Entity or Sanctioned Person as described in the Executive Order, the Trading with the Enemy Act or the Foreign Assets Control Regulations or engages or will engage in any dealings or transactions, or be otherwise associated, with any such Sanctioned Entity or Sanctioned Person.

7.20 Applications under Insolvency Statutes.

Each Loan Party acknowledges that its business and financial relationships with Agent and Lenders are unique from its relationship with any other of its creditors, and agrees that it shall not

file any plan of arrangement under the Companies' Creditors Arrangement Act (Canada) or make any proposal under the Bankruptcy and Insolvency Act (Canada) which provides for, or would permit directly or indirectly, Agent or any Lender to be classified with any other creditor as an "affected" creditor for purposes of such plan or proposal or otherwise.

8. CONDITIONS PRECEDENT; POST-CLOSING DELIVERIES.

8.1 Conditions to Initial Advances.

The agreement of Lenders to make the initial Advances and Letters of Credit requested to be made on the Closing Date is subject to the satisfaction, or waiver by Lenders, immediately prior to or concurrently with the making of such Advances and Letters of Credit, of the following conditions precedent, all in form and substance acceptable to Agent:

(a) Agreement . Agent shall have received this Agreement duly executed and delivered by an authorized officer of each of the parties hereto;

(b) Notes . Agent, to the extent required by Lenders, shall have received the Notes duly executed and delivered by an authorized officer of the Borrowers in favor of such Lenders;

(c) Filings, Registrations, Recordings and Searches . Each document (including, without limitation, any UCC financing statement, PPSA financing statement and filings with the United States Patent and Trademark Office and United States Copyright Office, as applicable) required by this Agreement, any Other Document or under law or reasonably requested by Agent to be filed, registered or recorded in order to create, in favor of Agent, a perfected Lien upon the Collateral 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, except as otherwise provided in clause (u) below with respect to the Mortgages. Agent shall also have received UCC, PPSA, tax, judgment and other Lien searches with respect to each Loan Party in such jurisdictions as Agent shall require, and the results of such searches shall be satisfactory to Agent;

(d) Payoff Letters; Releases . Fully executed payoff letters (or other evidence of repayment) from all creditors being repaid (in whole or in part) in connection with the making of the initial Advances, along with appropriate Lien releases;

(e) Corporate Proceedings of Loan Parties . Agent shall have received a copy of the resolutions of the board of directors (or equivalent authority) of each Loan Party authorizing (i) the execution, delivery and performance of this Agreement and the Other Documents to which it is a party, and (ii) the granting by each Loan Party of the Liens upon the Collateral in each case certified by the Secretary or an Assistant Secretary of each 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;

(f) Incumbency Certificates of Loan Parties . Agent shall have received a certificate of the Secretary or an Assistant Secretary of each Loan Party, dated as of the Closing

Date, as to the incumbency and signature of the officers of each Loan Party executing this Agreement, any certificate or Other Documents to be delivered by it pursuant hereto, together with evidence of the incumbency of such Secretary or Assistant Secretary;

(g) Certificates . Agent shall have received a copy of the certificate of formation, limited liability company agreement, certificate of incorporation, by-laws, partnership agreement or other applicable documents relating to each Loan Party's formation and governance, and all amendments thereto, certified in the case of formation documents filed with a Governmental Body by the Secretary of State or other appropriate official of its jurisdiction of incorporation or formation and certified in the case of other formation and governance documents as accurate and complete by the Secretary or Assistant Secretary of each Loan Party;

(h) Good Standing Certificates . Agent shall have received good standing 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 such Loan Party's jurisdiction of incorporation or formation;

(i) Legal Opinion . Agent shall have received the executed legal opinions of Loan Parties' legal counsel, which shall cover such matters incident to the transactions contemplated by this Agreement and the Other Documents as Agent may reasonably require and each Loan Party hereby authorizes and directs such counsel to deliver such opinions to Agent and Lenders;

(j) No Litigation . (i) No litigation, investigation or proceeding before or by any arbitrator or Governmental Body shall be continuing or threatened in writing against any Loan Party or against the officers or directors of any Loan Party in connection with this Agreement and/or the Other Documents or any of the transactions contemplated thereby and which, in the reasonable opinion of Agent, is deemed material and (ii) no injunction, writ, restraining order or other order of any nature materially adverse to any Loan Party or the conduct of its business or inconsistent with the due consummation of the transactions contemplated by this Agreement or any of the other Related Transactions shall have been issued by any Governmental Body;

(k) Collateral Examination . Agent shall have completed and received, at least five (5) Business Days prior to the Closing Date, (i) Collateral Field Examinations of the Receivables and Inventory of each Loan Party and all books and records in connection therewith, in each case as of September 30, 2011, with rollforwards through October 31, 2011, and (ii) appraisals of the Inventory of each Loan Party, the results of which shall in all cases be satisfactory in form and substance to Agent (it being acknowledged that Agent has received such rollforwards through October 31, 2011, which are satisfactory to Agent);

(l) Fees and Expenses . Agent shall have received all fees payable to Agent and Lenders on or prior to the Closing Date pursuant to Section 3.3 and the Fee Letter and all reimbursable expenses of Agent invoiced to date in accordance with this Agreement;

(m) Financial Information; Financial Performance . Agent shall have received and be reasonably satisfied with (i) audited consolidated balance sheets and related statements of income, stockholders' equity and cash flows of each of the Parent and the Acquired Company for the last three full fiscal years ended at least ninety (90) days prior to the Closing Date, (ii) unaudited

consolidated balance sheets and related statements of income, stockholders' equity and cash flows of each of the Parent and the Acquired Business for each subsequent interim quarterly period ended at least forty-five (45) days prior to the Closing Date (and the corresponding period for the prior fiscal year), (iii) interim consolidated financial statements of each of the Parent and the Acquired Company for each month ended after the date of the last available quarterly financial statements and at least thirty (30) days prior to the Closing Date, (iv) a pro forma consolidated balance sheet and related pro forma consolidated statement of income of the Parent (after giving effect to the Closing Date Acquisition and the Related Transactions) as of and for the twelve-month period ending on the last day of the most recently completed four fiscal quarter period ended at least forty-five (45) days prior to the Closing Date (or ninety (90) days in the case of a fiscal quarter that is also a fiscal year end); provided , that , for this purpose, the consolidated financial information that will be used for (A) the Parent will be in respect of the four fiscal quarter period ended September 30, 2011 and (B) the Acquired Company will be in respect of the four fiscal quarter period ended July 31, 2011), prepared after giving effect to the Closing Date Acquisition and other Related Transactions as if the Related Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of the statement of income); and (v) satisfactory projections (including the assumptions on which such projections are based) for Parent and its Subsidiaries for fiscal years 2012 through and including 2017; provided , that , each such pro forma financial statement shall be prepared in good faith by the Parent (it being understood that the projections received by the Lead Arrangers from the Parent on November 7, 2011 are satisfactory to the Agent). Such financial statements referred to in clause (iv) above shall show pro forma total leverage of the Parent and its consolidated Subsidiaries after giving effect to the Related Transactions (calculated in a manner which Agent deems appropriate) for (A) the twelve-month period ended on the last day of the most recently completed four fiscal quarter period of not greater than (1) 2.90:1:00 (excluding, for this purpose, the Senior Unsecured Notes) and (2) 3.50:1.00 (including, for this purpose, the Senior Unsecured Notes) and (B) the latest twelve month period for which financial statements are available of not greater than (1) 2.90:1.00 (excluding, for this purpose, the Senior Unsecured Notes) and (2) 3.50:1.00 (including, for this purpose, the Senior Unsecured Notes);

(n) Other Documents . Agent shall have received fully executed copies of all Other Documents to the extent required to be executed on the Closing Date;

(o) Insurance . Agent shall have received insurance certificates naming Agent as loss payee or additional insured, as applicable, with respect to Loan Parties' property and liability insurance policies, and such policies and the limits to coverage set forth therein shall be satisfactory to Agent in its Permitted Discretion;

(p) Payment Instructions . Agent shall have received written instructions from Administrative Borrower directing the application of proceeds of the initial Advances made pursuant to this Agreement;

(q) Consents . Agent shall have received any and all Consents necessary to permit the effectuation of the transactions contemplated by this Agreement and the Related Transactions; and, Agent shall have received such Consents and waivers of such third parties as might assert claims with respect to the Collateral, as Agent and its counsel shall deem necessary;

(r) No Adverse Material Change . (i) Since December 31, 2010, in the case of Loan Parties, prior to giving effect to the consummation of the Closing Date Acquisition, there shall not have occurred any event, condition or state of facts which could reasonably be expected to have, either individually or in the aggregate, a Parent Closing Material Adverse Effect; and (ii) since October 31, 2010, in the case of the Acquired Company, there shall not have occurred any event, condition or state of facts which will or would reasonably be expected to have, either individually or in the aggregate, a "Company Material Adverse Effect" (as defined in the Closing Date Acquisition Agreement as in effect on the date hereof);

(s) [Reserved] ;

(t) Equity Interests Pledge . Agent shall have received the Pledge Agreements, executed by each applicable Loan Party in favor of Agent, pursuant to which such Loan Party shall pledge to Agent and grant to Agent a Lien upon all of the outstanding Equity Interests of each Subsidiary (other than Equity Interests constituting Excluded Assets) of such Loan Party, together with share powers duly executed in blank and originals of any related share, membership or other similar certificates;

(u) Second Lien Loan Documents and Senior Unsecured Notes Documents . Agent shall have received (i) executed copies of the Second Lien Intercreditor Agreement and all of the Second Lien Loan Documents and evidence that Loan Parties have received $217,125,000 in gross proceeds in the aggregate from advances made on or about the date hereof as proceeds of the Second Lien Notes (as applicable), and (ii) executed copies of the Senior Unsecured Notes Documents and evidence that Loan Parties have received $50,000,000 gross proceeds in the aggregate from advances made on or about the date hereof as proceeds thereof;

(v) Closing Date Acquisition . Loan Parties and their Subsidiaries shall have completed (or concurrently with the initial credit extension hereunder will complete) the Closing Date Acquisition in accordance with the terms of the Closing Date Acquisition Documents, without any amendment thereto or waiver thereunder, in each case in any manner adverse in any material respect to the interest of the Agent, Lenders and the Lead Arrangers in their respective capacities as such without the consent of Agent (provided , that , any (A) decrease in the purchase price in the Closing Date Acquisition Agreement of five (5%) percent or more of the total Closing Date Acquisition consideration paid shall be deemed to be adverse to the interest of the Agent, Lenders and the Lead Arrangers in a material respect, (B) any decrease in the purchase price in the Closing Date Acquisition Agreement of less than five (5%) percent of the total Closing Date Acquisition consideration paid shall be deemed not to be adverse to the interest of the Agent, Lenders and the Lead Arrangers in a material respect so long as such decrease is allocated to reduce the maximum amount permitted to drawn hereunder and the amount of the Second Lien Notes on the Closing Date, (C) change to the definition of "Company Material Adverse Effect" set forth in the Closing Date Acquisition Agreement or any similar definition shall be deemed to be adverse to the interest of the Agent, Lenders and the Lead Arrangers in a material respect and (D) any modifications to any of the provisions relating to the Agent's, the Lead Arrangers' or any Lender's liability, jurisdiction or status as a third party beneficiary under the Closing Date Acquisition Agreement shall be deemed to be adverse to the interest of the Agent, Lenders and the Lead Arrangers in a material respect). Agent shall have received copies of the Closing Date Acquisition Documents (including a consent to the collateral assignment of rights and indemnities under the appropriate Closing Date Acquisition

Documents in favor of Agent, for the benefit of Lenders) certified by Administrative Borrower's secretary or an assistant secretary (or similar officer) as being in true, accurate and complete;

(w) Borrowing Base . Agent shall have received a duly executed Borrowing Base Certificate at least two (2) Business Days prior to the Closing Date which shall (i) be completed as of October 31, 2011, so long as the Closing Date occurs on or prior to December 20, 2011, and (ii) indicate that the aggregate amount of Eligible Accounts and Eligible Inventory is sufficient in value and amount to support Revolving Advances and Letters of Credit in the amount requested by the Borrowers on the Closing Date;

(x) Global Excess Availability . After giving effect to the initial Advances and Letters of Credit and all fees and expenses pertaining to the closing of this Agreement and the Related Transactions, the Borrowers shall have Global Excess Availability of at least $35,000,000;

(y) Due Diligence . Agent and its counsel shall have completed its business and legal due diligence with results satisfactory to Agent and its counsel, including without limitation (i) pre-funding field examination of the business and collateral of each Loan Party in accordance with Agent's customary procedures and practices and as otherwise required by the nature and circumstances of the businesses of each Loan Party, (ii) favorable trade and customer references and (iii) background checks with respect to such individuals as Agent determines issued by investigatory firms satisfactory to Agent; and Agent shall be satisfied with the corporate and capital structure and management of each Loan Party's license agreements and with all legal, tax, accounting and other matters relating to each Loan Party; and

(z) Other . All corporate and other proceedings, and all documents, instruments and other legal matters in connection with the transactions contemplated by this Agreement and the other Related Transactions shall be satisfactory in form and substance to Agent and its counsel.

8.2 Conditions to Each Advance.

The agreement of Lenders to make or to issue or to cause to be issued any Advance or Letter of Credit requested to be made or issued on any date (excluding the initial Advance(s) or Letter(s) of Credit solely with respect to clause (b) below), is subject to the satisfaction of the following conditions precedent as of the date such Advance or Letter of Credit is made or issued:

(a) Representations and Warranties . Except as set forth below, each of the representations and warranties made by any Loan Party in or pursuant to this Agreement and any Other Document 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 or any Other Document shall be true and correct in all material respects (without duplication of any materiality qualifiers already set forth therein; or in all respects with respect to representations and warranties made on the Closing Date) on and as of such date as if made on and as of such date, except to the extent that such representations and warranties expressly relate solely to an earlier date (in which case such representations and warranties shall have been true and correct in all material respects (without duplication of any materiality qualifiers already set forth therein) on and as of such earlier date); provided , however , that , each Lender, in its sole discretion, may (and at the direction of Agent and Required Lenders, shall) continue to make

Advances and participate in Letters of Credit notwithstanding the failure to make such representations and warranties and that any Advances so made and Letters of Credit so issued shall not be deemed a waiver of any applicable Default or Event of Default; and provided , further , however , that , solely with respect to the initial Advance(s) or Letter(s) of Credit, the only representations and warranties that shall be required to be true and correct in all material respects with respect to the Acquired Company are Sections 5.1, 5.2(a), 5.14, 5.15, 5.16 and 5.26 solely as they relate to this Agreement and the Other Documents and those representations and warranties under the Closing Date Acquisition Agreement that are material to the interests of the Lenders, but only to the extent that the Parent has (or its Affiliates have) the right (determined without regard to any notice requirement) to terminate the Parent's obligations (or refuse to consummate the Closing Date Acquisition) under the Closing Date Acquisition Documents as a result of a breach of such representations in the Closing Date Acquisition Documents;

(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 , (i) each Lender, in its sole discretion, may (and at the direction of Agent and Required Lenders, shall) continue to make Advances and participate in Letters of Credit notwithstanding the existence of a Default or Event of Default and that any Advances so made and Letters of Credit so issued shall not be deemed a waiver of any such Default or Event of Default, and (ii) each Lender shall be deemed to have elected to continue to make Advances and participate in Letters of Credit pursuant to the immediately preceding clause (i) unless such Lender shall have expressly notified Agent in writing promptly (and no later than one (1) Business Day following the Advances requested to be made) that such Lender has elected not to make Advances and participate in Letters of Credit, subject, however, to such Lender's obligation to make Advances and participate in Letters of Credit if so directed by Agent and Required Lenders in accordance with the immediately preceding clause (i); and

(c) Maximum Revolving Advances/Letters of Credit . The limits set forth in Section 2.1(b) are not exceeded after giving effect to such Advances or Letters or Credit, as applicable.

Each request for an Advance or Letter of Credit by Administrative Borrower (on behalf of the Borrowers) hereunder shall constitute a representation and warranty by the Borrowers as of the date of such Advance or Letter of Credit that the conditions contained in this subsection shall have been satisfied.

8.3 Post-Closing Deliveries.

Without limiting any other obligation of Loan Parties set forth herein or in any of the Other Documents, Loan Parties shall deliver or cause to be delivered to Agent, in form and substance reasonably satisfactory to Agent, as promptly as possible following the Closing Date but on or before the date applicable thereto (or such later date as Agent shall agree in writing in its Permitted Discretion), the post-closing deliveries set forth on Schedule 8.3 hereto (the failure by Loan Parties to so deliver or cause to be delivered such post-closing deliveries as and when required by the terms hereof, shall constitute an immediate Event of Default).

9. INFORMATION AS TO LOAN PARTIES.

Until all of the Obligations are Paid in Full, each Loan Party shall:

9.1 Disclosure of Material Matters Pertaining to Collateral.

Promptly upon learning thereof, report to Agent all matters materially affecting the value, enforceability or collectability of any material portion of the Collateral that would reasonably be expected to have a Material Adverse Effect.

9.2 Collateral and Related Reports.

(a) Deliver to Agent on or before the twentieth (20 th) day of each month, current as of the end of the immediately preceding month, and following the occurrence and during the continuance of a Cash Dominion Event, on a weekly basis on or before the third (3 rd) Business Day of each week (or more frequently as Agent may request upon the occurrence and during the continuance of an Event of Default), which shall be current as of the close of business on the last Business Day of the month (or week, as applicable) immediately prior to such date:

(i) with respect to each Borrower, an Accounts receivable rollforward report, which shall separately identify (A) the Accounts receivable aging balance as of the first (1 st) day of such immediately preceding calendar month (or week, as applicable), (B) gross billings, cash receipts, credit memos and other adjustments issued (recorded directly to the Accounts receivable aging), write-offs, other debit and credit adjustments on a cumulative basis for such calendar month (or week, as applicable) (together with an explanation for all such adjustments that individually exceed $25,000) during such immediately preceding calendar month (or week, as applicable), and (C) Accounts receivable aging balance as of the last day of such immediately preceding calendar month (or week, as applicable), supported by the following information for such immediately preceding calendar month (or week, as applicable):

(1) Accounts receivable aging summary totals;

(2) total amount of sales and invoices issued;

(3) total amount of cash receipts; and

(4) total amount of credits and adjustments (including credit memos issued, write-offs, returns, discounts and other credit adjustments);

(ii) a perpetual Inventory summary report as of the end of the immediately preceding period;

(iii) with respect to each Borrower, a summary Accounts receivable aging by Customer, along with a listing of reserves implemented by each such Borrower related Contra Claims known to such Borrower;

(iv) (A) a reconciliation of the Accounts receivable aging balance, together with a copy of Borrowers' detailed trial balance, as of the last day of such immediately preceding

calendar month (or week, as applicable) to each of the following for such calendar month (or week, as applicable): (1) Accounts receivable balance delivered to Agent, (2) each Borrower's general ledger (tied to corresponding trial balance accounts), and (3) each Borrower's balance sheet, together with supporting documentation for any reconciling items, and (B) notice of all claims, offsets, or disputes or any reserves implemented by any Borrower related to Contra Claims asserted by Customers with respect to any Borrower's Accounts receivable;

(v) for each of the Borrowers' ten (10) largest Customers, the payment terms of such Customer's Accounts receivable, its address, an aging for such Customers' Accounts receivable balances as set forth in the accounts receivable aging most recently delivered to Agent and if known to Borrower, each such Customer's credit rating;

(vi) with respect to each Borrower, a perpetual Inventory report, current as of the close of business on the last Business Day of the immediately preceding calendar month (or week, as applicable), and reconciliation to each Borrower's general ledger and balance sheet and Inventory reporting for the same calendar month (or week, as applicable);

(vii) with respect to each Borrower, an Inventory report by location, category and component (*i.e.* , raw materials, work in process and finished goods), including Inventory aging report (and including the amounts of Inventory and the value thereof at any leased locations and at premises of warehouses, processors or other third parties);

(viii) with respect to each Loan Party's accounts payable and expenses for the immediately preceding calendar month (or week, as applicable), a report including an accounts payable aging, accrued expenses, and listing of checks held, together with a reconciliation to each Loan Party's general ledger and balance sheet for such calendar month (or week, as applicable);

(ix) (A) a detailed report of accrued and other liabilities of Loan Parties as of the end of such immediately preceding calendar month (or week, as applicable) reconciled to the balance sheet for such calendar month (or week, as applicable); (B) listing of (1) past due amounts owing to owners and lessors of leased premises, warehouses, processors and other third parties from time to time in possession of any Collateral of Loan Parties, (2) monthly rent, lease, warehouse and other amounts payable to the Persons referred to in the foregoing clause (1), and (3) cost of all Inventory and other Collateral then located at each of the locations referred to in the foregoing clause (1); and (C) confirmation that all sales, personal property and payroll and other taxes of Loan Parties are currently paid;

(x) (A) a reconciliation of outstanding Advances and undrawn Letters of Credit as of the end of such immediately preceding calendar month (or week, as applicable) to each Borrower's general ledger and balance sheet for such calendar month (or week, as applicable); and (B) a detailed list of Letters of Credit outstanding, including for each Letter of Credit the undrawn principal amount thereof, beneficiary name, issuer name, and expiration date; and

(xi) notice of termination or breach of any Material Contract of a Loan Party or any of their Subsidiaries which could reasonably be expected to result in a Material Adverse Effect;

(b) Deliver to Agent on or before the twentieth (20 th) day of each month, current as of the end of the immediately preceding month, and following the occurrence and during the continuance of a Cash Dominion Event, on a weekly basis on or before the third (3 rd) Business Day of each week (or more frequently as Agent may request upon the occurrence and during the continuance of an Event of Default), a report, in form and substance reasonably satisfactory to Agent, detailing the amount on deposit in all Restricted Accounts;

(c) Deliver to Agent on or before the twentieth (20 th) day of each month, current as of the end of the immediately preceding month, and following the occurrence and during the continuance of a Cash Dominion Event, on a weekly basis on or before the third (3 rd) Business Day of each week (or more frequently as Agent may request upon the occurrence and during the continuance of an Event of Default), a Borrowing Base Certificate substantially in the form attached hereto as Exhibit A executed by a Responsible Officer of Administrative Borrower (on behalf of the Borrowers), which shall be calculated as of the last day of the immediately preceding month (which shall not be binding upon Agent or restrictive of Agent's rights under this Agreement, and which shall not restrict the rights of Agent to recalculate the US Borrowing Base, the Canadian Borrowing Base or any of the related components thereof), setting forth an updated calculation of all components of the US Borrowing Base and the Canadian Borrowing including without limitation Reserves that Administrative Borrower is aware of (it being understood that Agent may institute additional Reserves), the US Borrowing Base and US Undrawn Availability, if any, and the Canadian Borrowing and Canadian Undrawn Availability, if any, and supported by schedules showing the derivation thereof and containing such detail and such other information as Agent may request from time to time;

(d) Deliver to Agent on or before the sixtieth (60 th) day after the end of each the Borrowers' fiscal years:

(i) current certificates of insurance and loss payee endorsements for all insurance policies which Loan Parties and their Subsidiaries are required to maintain pursuant to Section 4.10; and

(ii) a list of all Customers of Loan Parties owing Accounts receivable as of the end of such fiscal year, including such Customers' respective name, address, phone number, and e-mail address;

(e) Promptly, upon the request of Agent in its Permitted Discretion, in each case to the extent available, (i) copies of customer statements, customer purchase orders, customer sales invoices, credit memos, remittance advices and reports, and copies of deposit slips and bank statements, (ii) copies of customer purchase orders, invoices and delivery documents for Accounts or other Receivables created by any Loan Party, (iii) copies of shipping and delivery documents for Inventory and Equipment acquired by any Loan Party, and (iv) test verifications;

(f) Promptly, deliver to Agent (i) current certificates of insurance and loss payee endorsements for all insurance policies which Loan Parties and their Subsidiaries are required to maintain pursuant to Section 4.10, immediately following the renewal of each such policy and any amendments thereto; and (ii) such other reports and information as to the Collateral, Loan Parties or their Subsidiaries as Agent shall request from time to time in its Permitted Discretion; and

(g) Promptly upon the occurrence thereof, deliver to Agent notice of termination or breach of any Material Contract of a Loan Party or any of their Subsidiaries which could reasonably be expected to result in a Material Adverse Effect;

(h) Each Loan Party agrees to use commercially reasonable efforts in cooperation with Agent to facilitate and establish a system of electronic collateral reporting in order to provide electronic reporting of each of the items set forth in this Section 9.2. All such reports are solely for Agent's convenience in maintaining records of the Collateral, and any Loan Party's failure to deliver any of such reports to Agent shall not affect, terminate, modify or otherwise limit Agent's Lien with respect to the Collateral. 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.

9.3 [Reserved].

9.4 Litigation.

Promptly (but in any event within five (5) Business Days thereafter) notify Agent in writing of (or of any judgment or settlement) any litigation, suit or administrative proceeding affecting any Loan Party or any Subsidiary, whether or not the claim is covered by insurance, and of (or of any material development in) any suit or administrative proceeding, which in any such matter could reasonably be expected to have a Material Adverse Effect.

9.5 Material Occurrences.

Promptly (but in any event within five (5) Business Days thereafter) notify Agent in writing upon the occurrence of (a) any Event of Default or Default; (b) 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 or any Subsidiary of any Loan Party as of the date of such statements; (c) any accumulated retirement plan funding deficiency which, if such deficiency continued for two (2) plan years and was not corrected as provided in Section 4971 of the Code, could subject any Loan Party or any Subsidiary of any Loan Party to a tax in excess of $1,000,000 imposed by Section 4971 of the Code; and (d) each and every default by any Loan Party or any Subsidiary of any Loan Party which could reasonably be expected to result in the acceleration of the maturity of any Indebtedness in excess of $3,000,000, 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 amount of such Indebtedness.

9.6 Government Receivables.

Notify Agent promptly of any Government Receivables in excess of $500,000 in any one case, to the extent such Government Receivables are included in the Borrowing Base.

9.7 Annual Financial Statements.

Furnish Agent and each Lender within ninety (90) days after the end of each fiscal year of Loan Parties, financial statements of Loan Parties and their 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 Loan Parties and satisfactory to Agent (the " Accountants "). The report of the Accountants shall be accompanied by (a) copies of all management letters, exception reports or similar letters or reports received by Loan Parties or their Subsidiaries from the Accountants, and (b) a statement of the Accountants certifying that (i) they have caused this Agreement to be reviewed, and (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, and such report shall contain or have appended thereto calculations which set forth Loan Parties' compliance with the requirements or restrictions imposed by Sections 6.8 and 7.6. In addition, the reports shall be accompanied by a Compliance Certificate of a Responsible Officer of Administrative Borrower which shall state that, based on an examination sufficient to permit such Responsible 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 event, and such Compliance Certificate shall have appended thereto calculations which set forth Loan Parties' compliance with the requirements or restrictions imposed by Sections 6.8 and 7.6. The Compliance Certificate shall also set forth a calculation of Quarterly Average Undrawn Availability for the purposes of determining the Applicable Margin with respect to the then current calculation period.

9.8 Quarterly Financial Statements.

Furnish Agent and each Lender within forty-five (45) days after the end of each of the first three (3) fiscal quarters of each fiscal year, and within ninety (90) days after the end of the last fiscal quarter of each fiscal year, an unaudited balance sheet of Loan Parties and their Subsidiaries on a consolidated basis and unaudited statements of income and stockholders' equity and cash flow of Loan Parties and their Subsidiaries on a consolidated basis 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 the business of Loan Parties or their Subsidiaries. Each such balance sheet, statement of income and stockholders' equity and statement of cash flow shall set forth a comparison of the figures for (a) the current fiscal period and the current year-to-date with the figures for the same fiscal period and year-to-date period of the immediately preceding fiscal year and (b) the projections for such fiscal period and year-to-date period delivered pursuant to Section 5.5(b) or Section 9.12, as applicable and shall be accompanied by an analysis and discussion of results prepared by senior management of Loan Parties with respect thereto, satisfactory to Agent. The financial statements shall be accompanied by a Compliance Certificate signed by a Responsible Officer of Administrative Borrower, which shall state that, based on an examination sufficient to permit such Responsible 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 the events giving risk to such Default or Event of Default and,

such Compliance Certificate shall have appended thereto calculations which set forth Loan Parties' compliance with the requirements or restrictions imposed by Sections 6.8 and 7.6. The Compliance Certificate shall also set forth a calculation of Quarterly Average Undrawn Availability for the purposes of determining the Applicable Margin with respect to the then current calculation period.

9.9 [Reserved.]

9.10 Notices re Equity Holders; Debt Financing Documents.

Furnish promptly to Agent (a) with copies of such financial statements, reports and returns as each Loan Party and their Subsidiaries shall send to its equity holders generally, as a group, and (b) copies of all notices or reports sent or received by any Loan Party or any Subsidiary in connection with, along with all amendments, modifications and new documents with respect to Debt Financing Documents (subject to the terms hereof and the Second Lien Intercreditor Agreement, in the case of the Second Lien Notes.

9.11 Additional Information.

Furnish promptly to Agent or any requesting Lender with such additional information as Agent or such Lender shall reasonably request in order to enable Agent or such Lender to determine whether Loan Parties are in compliance with the terms, covenants, provisions and conditions of this Agreement and the Other Documents.

9.12 Projected Operating Budget.

Furnish Agent, no later than thirty (30) days after the beginning of each Loan Party's fiscal years, commencing with Loan Party's fiscal year ending December 31, 2011, a month by month projected operating budget and cash flow of Loan Parties and their Subsidiaries on a consolidated 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 a Responsible Officer of Administrative Borrower to the effect that such projections have been prepared in good faith on the basis of sound financial planning practice consistent with past budgets and financial statements and that such Responsible 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 and each Lender, concurrently with the delivery of the financial statements referred to in Section 9.7 and Section 9.8, or more frequently if reasonably requested by Agent, a written report summarizing all material variances from budgets submitted by Loan Parties pursuant to Section 9.12 and a discussion and analysis by management with respect to such variances.

9.14 Notice of Governmental Body Items.

Furnish Agent with prompt (and, in any event, not more than five (5) Business Days) notice of (a) any lapse or other termination of any Consent issued to any Loan Party or any Subsidiary of any Loan Party by any Governmental Body or any other Person that is material to the operation of any Loan Party's or such Subsidiaries' business, (b) any refusal by any Governmental Body or any

other Person to renew or extend any such Consent; and (c) copies of any periodic or special reports filed by any Loan Party or any Subsidiary of any Loan Party with any Governmental Body or Person, if such reports indicate any material change in the business, operations, affairs or condition of any Loan Party or any such Subsidiary, or if copies thereof are requested by Agent or any Lender, (d) copies of any material notices and other communications from any Governmental Body or Person which specifically relate to any Loan Party or any Subsidiary of any Loan Party and (e) any federal, state, local or other income tax return of any Loan Party or Subsidiary that has been filed becoming the subject of an audit.

9.15 ERISA Notices and Requests; Canadian Pension Notices and Requests.

Furnish Agent with immediate written notice in the event that (a) any Loan Party, any Subsidiary of any Loan Party or any member of the Controlled Group knows or has reason to know that a Canadian Pension Event has occurred, together with a written statement describing such Canadian Pension Event and the action, if any, which such Loan Party, such Subsidiary of any Loan Party or member of the Controlled Group has taken, is taking, or proposes to take with respect thereto and, when known, any action taken or threatened by the IRS, Department of Labor, PBGC or Canadian Governmental Authority, as applicable, with respect thereto, (b) any Loan Party, any Subsidiary of any Loan Party or any member of the Controlled Group knows or has reason to know that a prohibited transaction (as defined in Sections 406 of ERISA and 4975 of the Code or section 16 of Schedule III to the Pension Benefits Standards Regulation, 1985 (Canada) or equivalent applicable Canadian Pension Standards legislation) has occurred, together with a written statement describing such transaction and the action which such Loan Party, such Subsidiary of any Loan Party or any member of the Controlled Group has taken, is taking or proposes to take with respect thereto, (c) a funding waiver request has been filed with respect to any Title IV Plan or Canadian Pension Plan together with all communications received by any Loan Party, any Subsidiary of any Loan Party or any member of the Controlled Group with respect to such request, (d) any increase in the benefits of any existing Title IV Plan or Canadian Pension Plan or the establishment of any new Title IV Plan or Canadian Pension Plan or the commencement of contributions to any Title IV Plan or Canadian Pension Plan to which any Loan Party, any Subsidiary of any Loan Party or any member of the Controlled Group was not previously contributing shall occur, (e) any Loan Party, any Subsidiary of any Loan Party or any member of the Controlled Group shall receive from the PBGC (or, in the case of Canadian Pension Plan, the applicable Governmental Authority) a notice of intention to terminate a Title IV Plan or Canadian Pension Plan or to have a trustee or administrator, as applicable, appointed to administer a Title IV Plan or Canadian Pension Plan, together with copies of each such notice, (f) any Loan Party, any Subsidiary of any Loan Party or any member of the Controlled Group shall receive a notice regarding the imposition of withdrawal liability, together with copies of each such notice; (g) any Loan Party, any Subsidiary of any Loan Party or any member of the Controlled Group shall fail to make a required installment or any other required payment under Section 412 of the Code or applicable pension benefits standards legislation on or before the due date for such installment or payment, or (h) any Loan Party, any Subsidiary of any Loan Party or any member of the Controlled Group knows that a (i) Multiemployer Plan has been terminated, (ii) the administrator or plan sponsor of a Multiemployer Plan intends to terminate a Multiemployer Plan, or (iii) the PBGC has instituted or will institute proceedings under Section 4042 of ERISA to terminate a Multiemployer Plan.

9.16 Notice of Change in Management, Etc.

Furnish Agent with prompt (and, in any event, not more than five (5) Business Days) notice of any person becoming after the date hereof an officer, director or member of the senior management of any Loan Party.

9.17 Additional Documents.

Execute and deliver to Agent, upon request, such documents and agreements as Agent may, from time to time, request in its Permitted Discretion from any Loan Party to carry out the purposes, terms or conditions of this Agreement and the Other Documents.

10. EVENTS OF DEFAULT.

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

10.1 Failure by any Loan Party to pay (a) any principal payment in respect of any Advances or any Letters of Credit when due and payable, and (b) any other Obligations within three (3) Business Days of when such Obligations are due and payable, in each case, whether at maturity or by reason of acceleration pursuant to the terms of this Agreement or any Other Document;

10.2 Failure by Loan Parties to perform, keep or observe:

(a) any provision of Sections 4.9, 4.10, 4.14(h), 6.8, 7, 9.2(a), 9.2(b), 9.2(c), 9.5(a), 9.7 or 9.8;

(b) any provision of Sections 4.2, 9.2 (other than Sections specified in the foregoing clause (a)), 9.4, 9.5, 9.12 or 9.13, which is not cured within five (5) Business Days after the date thereof; provided , that , such five (5) Business Day period shall not apply in the case of any failure to observe any such provision which is not capable of being cured at all; or

(c) any other provision of this Agreement or any provision of any Other Document (to the extent such breach is not otherwise embodied in any other provision of this Section 10 for which a different grace or cure period is specified or which constitute an immediate Event of Default under this Agreement or the Other Documents), which is not cured within thirty (30) days after the date thereof; provided , that , such thirty (30) day period shall not apply in the case of any failure to observe any such provision which is not capable of being cured at all;

10.3 Any representation or warranty made or deemed made by any Loan Party in this Agreement or any Other Document or in any certificate, document or financial or other statement furnished at any time in connection herewith or therewith shall prove to have been misleading in any material respect (without duplication of any materiality qualifiers already set forth herein) on the date when made or deemed to have been made;

10.4 Except for Permitted Encumbrances, issuance of a notice of Lien, levy, assessment, injunction or attachment against a material portion of any Loan Party's or any Subsidiary of any Loan Party's property which is not stayed or bonded pending appeal or lifted within thirty (30) days;

10.5 Any judgment or judgments for payment of money are rendered or judgment Liens for payment of money filed against one or more Loan Parties for an amount, individually or in the aggregate, in excess of $2,000,000 (to the extent not covered by insurance where the insurer has assumed responsibility in writing for such judgment), which within thirty (30) days of such rendering or filing is not either satisfied, stayed or discharged of record; or any action is taken to enforce any Lien over the assets of any Loan Party (or any analogous procedure or step is taken in any jurisdiction) for an amount, individually or in the aggregate, in excess of $2,000,000.

10.6 Any Loan Party shall (a) apply for, consent to or suffer the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or similar fiduciary of itself or of all or a substantial part of its property, (b) admit in writing its inability, or be generally unable, to pay its debts as they become due or cease operations of its present business, (c) make a general assignment for the benefit of creditors, (d) commence a voluntary case under any state, federal or other bankruptcy laws (as now or hereafter in effect), or file an application or commence a proceeding under any bankruptcy or insolvency laws of Canada (including the Bankruptcy and Insolvency Act (Canada), the Companies' Creditors Arrangement Act (Canada) and the Winding-Up and Restructuring Act (Canada) each as now and hereafter in effect), (e) be adjudicated a bankrupt or insolvent, (f) file a petition seeking to take advantage of any other law providing for the relief of debtors, (g) acquiesce to, or fail to have dismissed, within sixty (60) days, any petition filed against it in any involuntary case under such bankruptcy laws, or (h) take any action for the purpose of effecting any of the foregoing;

10.7 [Reserved];

10.8 Any default under (a) any of the Debt Financing Documents, which default continues for more than the applicable cure period, if any, with respect thereto, or (b) any other documents, instruments or agreements to which any Loan Party or any Subsidiary of any Loan Party is a party or by which any of its properties is bound, relating to any Indebtedness (other than the Obligations and the Debt Financing Documents) individually or in aggregate in excess of $2,500,000, which default continues for more than the applicable cure period, if any, with respect thereto;

10.9 Any of the Obligations shall cease to be permitted debt under the Debt Financing Documents;

10.10 Any Change of Control shall occur;

10.11 Any material provision hereof or of any of the Other Documents shall for any reason cease to be valid, binding and enforceable with respect to any party hereto or thereto in accordance with its terms, or any such party (other than Agent and Lenders) shall challenge the enforceability hereof or thereof, or shall assert in writing, or take any action or fail to take any action based on the assertion that any material provision hereof or of any of the Other Documents has ceased to be or is otherwise not valid, binding or enforceable in accordance with its terms, or any Lien provided for herein or in any of the Other Documents shall cease to be a valid and perfected first priority Lien (except for Permitted Encumbrances) in any of the Collateral purported to be subject thereto (except as otherwise permitted herein or therein);

10.12 The indictment by any Governmental Body of any Loan Party of which any Loan Party or Agent receives notice, which if adversely determined could reasonably be expected to have a Material Adverse Effect;

10.13 Any Collateral having a value in excess of $1,000,000 shall be seized or taken by a Governmental Body, or any Loan Party or the title and rights of any Loan Party in and to any material portion of the Collateral shall have become the subject matter of litigation which could reasonably be expected to, in the opinion of Agent, upon final determination, result in impairment or loss of the security provided by this Agreement or the Other Documents;

10.14 The operations of any Loan Party's facilities is interrupted in any material respect by virtue of any determination, ruling, decision, decree or order of any court or Governmental Body of competent jurisdiction, and such interruption could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect;

10.15 [Reserved]; or

10.16 A requirement from the Minister of National Revenue for payment pursuant to Section 224, or any successor section, of the Income Tax Act (Canada) or Section 317, or any successor section, of the Excise Tax Act (Canada), or any comparable provisions of similar legislation shall have been received by Agent or any Lender or any other Person in respect of any Borrower or is otherwise issued in respect of any Borrower involving an amount in excess of the US Dollar Equivalent of $1,000,000.

11. LENDERS' RIGHTS AND REMEDIES AFTER EVENT OF DEFAULT.

11.1 Rights and Remedies.

(a) Upon the occurrence and during the continuance of (i) an Event of Default pursuant to Section 10.6, all Obligations shall be immediately due and payable and this Agreement and the obligation of Lenders to make Advances shall be deemed terminated, (ii) any of the other Events of Default and at any time thereafter, Agent may (and at the direction of Required Lenders, shall) declare that all or any portion of the Obligations shall be immediately due and payable and Agent or Required Lenders shall have the right to terminate this Agreement and to terminate or limit the obligation of Lenders to make Advances (including, without limitation, reducing the lending formulas or amounts of Revolving Advances and Letters of Credit available to the Borrowers), and (iii) a filing of a petition against any Loan Party in any involuntary case under any state, federal or other bankruptcy laws, the obligation of Lenders to make Advances hereunder shall be terminated other than as may be required by an appropriate order of the bankruptcy court having jurisdiction over any Loan Party. Upon the occurrence and during the continuance of any Event of Default, Agent shall have the right to exercise any and all other rights and remedies provided for herein, under the UCC, PPSA and at law or equity generally, including, without limitation, the right to foreclose the Liens granted herein and in the Other Documents 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. Subject to the terms of any Collateral Access Agreement, Agent may enter any Loan Party's premises or other premises without legal process and without incurring liability to any 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 Loan Parties 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 such right and equity are hereby expressly waived and released by each Loan Party. Agent may specifically disclaim any warranties of title or the like at any sale of Collateral. In connection with the exercise of the foregoing remedies, Agent shall have the right to use all of each Loan Party's Intellectual Property and other proprietary rights (subject to any licenses and other usage rights therein granted in favor of other Persons) which are used in connection with (A) Inventory for the purpose of disposing of such Inventory and (B) Equipment for the purpose of completing the manufacture of unfinished goods, in each case without any obligation to compensate any Loan Party therefor.

(b) Agent may seek the appointment of a receiver, a manager, a receiver-manager or a receiver and manager (a " Receiver ") under the laws of Canada or any province thereof to take possession of all or any portion of the Canadian Collateral or to operate same and, to the maximum extent permitted by law, may seek the appointment of such a receiver without the requirement of prior notice or a hearing. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed agent of Canadian Loan Parties and not Agent and the Lenders, and Agent and the Lenders shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants or employees. Subject to the provisions of the instrument appointing him/her, any such Receiver shall have power to take possession of Canadian Collateral of a Canadian Loan Party, to preserve Canadian Collateral or its value, to carry on or concur in carrying on all or any part of the business of a Canadian Loan Party and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of Canadian Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including a Canadian Loan Party, enter upon, use and occupy all premises owned or occupied by a Canadian Borrower wherein Canadian Collateral may be situated, maintain Canadian Collateral upon such premises, borrow money on a secured or unsecured basis and use Canadian Collateral directly in carrying on a Canadian Loan Party's business or as security for loans or advances to enable the Receiver to carry on a Canadian Loan Party's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by Agent, all money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to Agent. Every such Receiver may, in the discretion of Agent, be vested with all or any of the rights and powers of Agent and the Canadian Lenders. Agent may, either directly or through its nominees, exercise any or all powers and rights given to a Receiver by virtue of the foregoing provisions of this paragraph.

11.2 Waterfall.

(a) So long as no Waterfall Event has occurred and is continuing and except as otherwise provided with respect to Defaulting Lenders, all principal and interest payments in respect of US Obligations shall be apportioned ratably among the US Lenders (according to their Commitment Percentages thereof), all principal and interest payments in respect of Canadian Obligations shall be apportioned ratably among the Canadian Lenders (according to their Commitment Percentages thereof), and all payments of fees, costs and expenses (other than fees, costs or expenses that are for Agent's or any Lender's separate account) shall be apportioned ratably among the Lenders according to their Commitment Percentages thereof (it being understood that all costs and expenses due and owing to Agent, and all principal and interest of Advances (including Protective Advances) made by Agent and not reimbursed by Lenders, shall first be paid in full before any such payments are made to any of the Lenders). Payments for the purposes of this clause (a) shall include proceeds of Collateral received by Agent.

(b) At any time that a Waterfall Event has occurred and is continuing and except as otherwise provided with respect to Defaulting Lenders:

(i) all payments remitted to Agent and all proceeds of US Collateral received by Agent shall be applied to the Obligations as follows (it being understood that in the event that any Lender, as opposed to Agent, receives such payment or proceeds from any source other than Agent, such Lender shall remit such payment or proceeds, as applicable to Agent for application to the Obligations as provided in this Agreement): *firs* t, to the US Obligations consisting of costs and expenses (including attorneys' fees and expenses) incurred by Agent in connection with this Agreement or any Other Document and to the principal and interest of US Advances (including Protective Advances and Swingline Advances in respect of US Borrowers and/or US Collateral) made by Agent and not reimbursed by Lenders until paid in full; *second*, pro rata to interest due to US Lenders upon any of the US Advances and to the US Obligations consisting of costs and expenses (including attorneys' fees and expenses) incurred by Lenders in connection with (and to the extent payable or reimbursable to US Lenders under) this Agreement or any Other Document according to their respective Commitment Percentages thereof until paid in full; *third*, pro rata to fees due to Agent and the US Lenders in connection with this Agreement or any Other Document according to their respective Commitment Percentages thereof until paid in full; *fourth*, to the principal of the Swingline Advances to US Borrowers made by the Swingline Lender; *fifth*, pro rata to the principal of the US Advances made by each US Lender according to their respective Commitment Percentages thereof and, after an Event of Default pursuant to Section 10.6 or if requested by Agent or Required Lenders after the occurrence of any other Event of Default, on a pro rata basis, to furnish to Agent cash collateral in an amount not less than one hundred five (105%) percent of the aggregate undrawn amount of all Letters of Credit, such cash collateral arrangements to be in form and substance reasonably satisfactory to Agent until paid in full; *sixth*, to pay any of the Canadian Obligations; *seventh*, pro rata to any other Obligations (other than Bank Product Obligations) until paid in full; *eighth*, pro rata to any Bank Product Obligations until paid in full; and *ninth*, any remaining amounts to the Administrative Borrower on behalf of the Borrowers.

(ii) all payments remitted to Agent and all proceeds of Canadian Collateral received by Agent shall be applied to the Canadian Obligations as follows (it being understood that in the event that any Lender, as opposed to Agent, receives such payment or proceeds from any

source other than Agent, such Lender shall remit such payment or proceeds, as applicable to Agent for application to the Canadian Obligations as provided in this Agreement): *first*, to the Canadian Obligations consisting of costs and expenses (including attorneys' fees and expenses) incurred by Agent in connection with this Agreement or any Other Document and to the principal and interest of Canadian Advances (including Protective Advances and Swingline Advances in respect of Canadian Borrowers and/or Canadian Collateral) made by Agent and not reimbursed by Lenders until paid in full; *second*, pro rata to interest due to Canadian Lenders upon any of the Canadian Advances and to the Canadian Obligations consisting of costs and expenses (including attorneys' fees and expenses) incurred by Lenders in connection with (and to the extent payable or reimbursable to Canadian Lenders under) this Agreement or any Other Document according to their respective Commitment Percentages thereof until paid in full; *third*, pro rata to fees due to Agent and the Canadian Lenders in connection with this Agreement or any Other Document according to their respective Commitment Percentages thereof until paid in full; *fourth*, to the principal of the Swingline Advances to Canadian Borrowers made by the Swingline Lender; *fifth*, pro rata to the principal of the Canadian Advances made by each Canadian Lender according to their respective Commitment Percentages thereof and, after an Event of Default pursuant to Section 10.6 or if requested by Agent or Required Lenders after the occurrence of any other Event of Default, on a pro rata basis, to furnish to Agent cash collateral in an amount not less than one hundred five (105%) percent of the aggregate undrawn amount of all Letters of Credit, such cash collateral arrangements to be in form and substance reasonably satisfactory to Agent until paid in full; *sixth*, pro rata to any other Canadian Obligations (other than Canadian Bank Product Obligations) until paid in full; *seventh*, pro rata to any Canadian Bank Product Obligations until paid in full; and *eighth*, any remaining amounts to the Administrative Borrower on behalf of the Borrowers.

(c) If any deficiency shall arise, Loan Parties shall remain liable to Agent and Lenders therefor. If it is determined by an authority of competent jurisdiction that a disposition by Agent did not occur in a commercially reasonably manner, Agent may obtain a deficiency judgment for the difference between the amount of the Obligation and the amount that a commercially reasonable sale would have yielded. Agent will not be considered to have offered to retain the Collateral in satisfaction of the Obligations unless Agent has entered into a written agreement with Loan Party to that effect.

11.3 Agent's Discretion.

Upon the occurrence and during the continuance of an Event of Default hereunder, Agent shall have the right in its Permitted Discretion to determine which rights, Liens 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.

11.4 Setoff.

In addition to any other rights and remedies which Agent, any Lender or any Issuer may have under applicable law, this Agreement or any Other Document, upon the occurrence and during the continuance of an Event of Default hereunder, Agent, such Lender, such Issuer and their Affiliates shall have a right to setoff and apply any Loan Party's property held by Agent, such Lender, such

Issuer or such Affiliate to reduce the Obligations, all without notice to Loan Parties. No Lender, Issuer or Affiliate shall setoff or apply such property without the prior written consent of Agent.

11.5 Rights and Remedies not Exclusive.

The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any right 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.

11.6 Collection Allocation Mechanism.

(a) On the first date after the Closing Date on which there shall occur an Event of Default under Section 10.6 or the acceleration of Obligations pursuant to Section 11.1(a) (the " CAM Exchange Date "), (i) each Lender shall immediately be deemed to have acquired (and shall promptly make payment therefor to the Agent in accordance with Section 2.1(d)) participations in the Swingline Advances, in an amount equal to such Lender's Commitment Percentage of each Swingline Advance outstanding on such date, (ii) each Lender shall immediately be deemed to have acquired (and shall promptly make payment therefor to the Agent in accordance with Section 2.9(g) (in the case of a US Lender) or Section 2.9(h) (in the case of a Canadian Lender) participations in the Obligations with respect to each Letter of Credit in an amount equal to such Lender's Commitment Percentage of the aggregate amount available to be drawn under such Letter of Credit, and (iii) the Lenders shall automatically and without further act be deemed to have exchanged interests in the Advances and participations in the Swingline Advances and Letters of Credit, such that in lieu of the interest of each Lender in each Advance and the Obligations with respect to each Swingline Advance and each Letter of Credit in which it shall participate immediately prior to the CAM Exchange Date (including such Lender's interest in the Obligations, Guarantees and Collateral of each Loan Party in respect thereof), such Lender shall hold an interest in every one of the Advances and a participation in all of the Obligations in respect of Swingline Advances and Letters of Credit (including the Obligations, Guarantees and Collateral of each Loan Party in respect thereof), whether or not such Lender shall previously have participated therein, equal to such Lender's CAM Percentage thereof (the foregoing exchange being referred to as the " CAM Exchange "). Each Lender and each Loan Party hereby consents and agrees to the CAM Exchange, and each Lender agrees that the CAM Exchange shall be binding upon its successors and assigns and any Person that acquires a participation in its interests in any Advance or any participation in any Swingline Advance or Letter of Credit. Each Loan Party agrees from time to time to execute and deliver to the Agent all such promissory notes and other instruments and documents as the Agent shall reasonably request to evidence and confirm the respective interests of the Lenders after giving effect to the CAM Exchange, and each Lender agrees to surrender to the Agent any promissory notes originally received by it in connection with its Advances hereunder against delivery of any promissory notes evidencing its interests in the Advances so executed and delivered pursuant to this Section 11.6(a); provided, however, that the failure of any Loan Party to execute or deliver or of any Lender to accept any such promissory note, instrument or document shall not affect the validity or effectiveness of the CAM Exchange.

(b) As a result of the CAM Exchange, upon and after the CAM Exchange Date, each payment received by Agent pursuant to this Agreement or any Other Document in respect of any of

the Obligations related to the Advances, the Letters of Credit and the Swingline Advances, and all fees, costs and expenses arising out of or related to any of the foregoing, in each case as provided in this Agreement and the Other Documents, and each distribution made by the Agent in respect of such Obligations, shall be distributed to the Lenders pro rata in accordance with their respective CAM Percentages. Any direct payment received by a Lender upon or after the CAM Exchange Date, including by way of setoff, in respect of an Obligation shall be paid over to the Agent for distribution to the Lenders in accordance herewith.

(c) The provisions of this Section 11.6 are solely an agreement among the Lenders and Agent for the purpose of allocating risk and the Loan Parties have no additional obligations or rights with respect thereto.

(d) For purposes of this Section 11.6, " CAM Percentage " means, as to each Lender, a fraction, expressed as a decimal, of which (i) the numerator shall be the sum, without duplication, of (A) the Canadian Commitment, if any, of such Lender, (B) the US Commitment, if any, of such Lender, and (C) the aggregate amount of any Obligations otherwise owed to such Lender pursuant to this Agreement and the Other Documents in respect of Advances, Letters of Credit and Swingline Advances, and fees, costs and expenses with respect to any of the foregoing, in each case immediately prior to the CAM Exchange Date, and (ii) the denominator shall be the sum of (A) the aggregate US Commitments of all the Lenders, (B) the aggregate Canadian Commitments of all Lenders, and (C) the aggregate amount of any Obligations otherwise owed to Lenders pursuant to this Agreement and the Other Documents in respect of Advances, Letters of Credit and Swingline Advances, and fees, costs and expenses with respect to any of the foregoing.

11.7 Commercial Reasonableness.

To the extent that applicable law imposes duties on Agent or any Lender to exercise remedies in a commercially reasonable manner (which duties cannot be waived under such law), each Loan Party acknowledges and agrees that it is not commercially unreasonable for Agent or any Lender (a) to fail to incur expenses reasonably deemed necessary or appropriate by Agent or any Lender to prepare Collateral for disposition or otherwise to complete raw material or work in process into finished goods or other finished products for disposition, (b) 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 consents of any Governmental Body or other third party for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against account debtors, secondary obligors or other Persons obligated on Collateral or to remove Liens or encumbrances on or any adverse claims against Collateral, (d) to exercise collection remedies against account debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) except in connection with an Article 9 UCC Sale or any comparable provision under the PPSA to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) 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 the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) 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 capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim

disposition warranties, (k) to purchase insurance or credit enhancements to insure Agent or Lenders against risks of loss, collection or disposition of Collateral or to provide to Agent or Lenders a guaranteed return from the collection or disposition of Collateral, or (l) 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 is to provide non-exhaustive indications of what actions or omissions by Agent or any Lender would not be commercially unreasonable in the exercise by Agent or any Lender of remedies against the Collateral and that other actions or omissions by Agent or any Lender shall not be deemed commercially unreasonable solely on account of not being indicated in this Section. Without limitation of the foregoing, nothing contained in this Section shall be construed to grant any rights to any Loan Party or to impose any duties on Agent or Lenders that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section.

12. 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 or as otherwise by law.

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 DOCUMENT, 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 DOCUMENT, 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.

12.4 Waiver of Counterclaims.

Each Loan Party waives all rights to interpose any claims, deductions, setoffs or counterclaims of any nature (other then compulsory counterclaims) in any action or proceeding with respect to this Agreement, the Obligations, the Collateral or any matter arising therefrom or relating hereto or thereto.

13. 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 earliest of (a) December 15, 2015, (b) the acceleration of all Obligations pursuant to the terms of this Agreement or (c) the date on which this Agreement shall be terminated in accordance with the provisions hereof or by operation of law (the " Termination Date "). Loan Parties may terminate this Agreement at any time upon ten (10) Business Days' prior written notice upon Payment in Full of all of the Obligations.

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 arising or incurred prior to the effective date of such termination, and each of the provisions of this Agreement and of the Other Documents shall continue to be fully operative until all of the Obligations have been Paid in Full. The Liens and rights granted to Agent and Lenders hereunder and the UCC financing statements and PPSA financing statements filed hereunder shall continue in full force and effect, notwithstanding the termination of this Agreement or the fact that the Borrowers' Account may from time to time be temporarily in a zero or credit position, until all of the Obligations have been Paid in Full. Accordingly, each Loan Party waives any rights which it may have under Section 9-513 of the UCC or under the PPSA to demand the filing of termination statements with respect to the Collateral, and Agent shall not be required to send such termination statements to each Loan Party, or to file them with any filing office, until all of the Obligations have been Paid in Full. All representations, warranties, covenants, waivers and agreements contained herein and in the Other Documents shall survive termination hereof until all of the Obligations have been Paid in Full.

14. REGARDING AGENT.

14.1 Appointment.

(a) Each Lender hereby designates Wells Fargo 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. 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 without limitation, 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 agrees to do so in its Permitted Discretion and is furnished with an indemnification satisfactory to Agent in its Permitted Discretion with respect thereto.

(b) Without prejudice to Section 14.1(a), each of the Secured Parties hereby irrevocably designates and appoints Agent, as the person holding the power of attorney (fondé de pouvoir) of Secured Parties as contemplated under Article 2692 of the Civil Code of Québec, to enter into, to take and to hold on their behalf, and for their benefit, any hypothec to be executed by any Borrower or Guarantor of any Obligations granting security in the Province of Québec and to exercise such powers and duties which are conferred thereupon under such hypothec. Each of the Secured Parties hereby additionally irrevocably designates and appoints Agent, as agent, mandatary, custodian and depositary for and on behalf of Secured Parties (i) to hold and to be the sole registered holder of any title of indebtedness issued under any deed of hypothec, the whole notwithstanding Section 32 of the Act respecting the Special Powers of Legal Persons (Québec) or any other applicable law, and (ii) to enter into, to take and to hold on their behalf, and for their benefit, a pledge agreement to be executed by such Borrower or Guarantor pursuant to the applicable law of the Province of Québec and creating a pledge on the titles of indebtedness as security for the payment and performance of, inter alia, the Obligations. In this respect, each of the Secured Parties will be entitled to the benefits of the security on any property or assets charged under any deed of hypothec or pledge agreement and will participate in the proceeds of realization of any such property or assets. Agent, in such aforesaid capacities 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 Agent with respect to the property or assets charged under any deed of hypothec or pledge agreement, any other applicable law or otherwise, and (B) benefit from and be subject to all provisions hereof with respect to Agent mutatis mutandis, including, without limitation, all such provisions with respect to the liability or responsibility to and indemnification by Secured Parties, Borrowers or Guarantors. The execution prior to the date hereof by Agent of any deed of hypothec, pledge agreement or other security documents made in the Province of Québec is hereby ratified and confirmed. The constitution of Agent as the Person holding the power of attorney (fondé de pouvoir), and of Agent as agent, mandatary, custodian and depositary with respect to any title of indebtedness that may be issued and pledged from time to time to Agent for the benefit of Secured Parties, shall be deemed to have been ratified and confirmed by each Person accepting an assignment of, a participation in or an arrangement in respect of, all or any portion of the Obligations by the execution of an assignment, including an Assignment and Acceptance or other agreement pursuant to which it becomes such assignee or participant, and by each successor Agent by the execution of an Assignment Agreement or other agreement, or by the compliance with other formalities, as the case may be, pursuant to which it becomes a successor Agent under this Agreement.

14.2 Nature of Duties.

Agent shall have no duties or responsibilities except those expressly set forth in this Agreement and the Other Documents. None of Agent, any Lender, or any Issuer nor any of their respective officers, directors, employees or agents shall be (a) liable for any action taken or omitted by them as such under this Agreement or any Other Document or in connection herewith or

therewith, unless caused by their gross (not mere) negligence or willful misconduct, as determined pursuant to a final, non-appealable order of a court of competent jurisdiction, or (b) 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, enforceability or sufficiency of this Agreement, or any of the Other Documents or for any failure of 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 or appraise the properties, books or records of any Loan Party or any other Person. The duties of Agent in respect of the Advances shall be mechanical and administrative in nature; Agent shall not have by reason of this Agreement or any Other Document a fiduciary relationship in respect of any Secured Party, nor shall the Agent constitute a trustee in respect of any Secured Party; and nothing in this Agreement or any Other Document, expressed or implied, is intended to or shall be so construed as to impose upon Agent any obligations in respect of this Agreement or any Other Document except as expressly set forth herein or therein.

14.3 Lack of Reliance on Agent and Resignation.

(a) Independently and without reliance upon Agent, any Issuer 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 and each other Person in connection with the making and the continuance of the Advances hereunder and the taking or not taking of any action in connection with this Agreement or any Other Document, and (ii) its own appraisal of the creditworthiness of each Loan Party and each other Person. 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 to the extent, if any, expressly required in this Agreement. 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, perfection, priority, collectability or sufficiency of this Agreement or any Other Document, the Collateral, or of the financial condition of any Loan Party or any other Person, 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 Note, the Other Documents, the Collateral, or the financial condition of any Loan Party or any other Person, or the existence of any Event of Default or any Default.

(b) Agent may resign on thirty (30) days' written notice to each of Lenders and Administrative Borrower and upon such resignation, the Required Lenders will promptly designate a successor Agent with the consent to Administrative Borrower, which consent of Administrative Borrower shall not be unreasonably withheld, conditioned or delayed (provided , that , if an Event of Default has occurred and is continuing, no such consent of Administrative Borrower shall be required). If no such successor Agent is appointed at the end of such thirty (30) day period, Agent may designate one of the Lenders as a successor Agent, and shall give Administrative Borrower

prompt notice of such appointment. If no Lender accepts such designation, Required Lenders shall serve as the successor Agent, and Agent shall remain entitled to so resign.

(c) 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 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 Section 14, Section 17.5 and Section 17.10 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 facsimile message, cablegram, email, 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, 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 Administrative Borrower 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. Subject to Section 14.1, Agent shall take such action with respect to such Default or Event of Default (including, without limitation, the institution of the Default Rate pursuant to Section 3.1) 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 (including, without limitation, the institution of the Default Rate pursuant to Section 3.1) as it shall deem advisable in the best interests of Lenders.

14.7 Indemnification.

To the extent Agent and/or Issuer, as applicable, is not timely reimbursed and indemnified by Loan Parties, each Lender promptly will reimburse and indemnify Agent and each Issuer and each of their respective officers, directors, Affiliates, employees, representatives and agents in proportion to its respective Commitment Percentage 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, without limitation, fees and disbursements of counsel) arising from any action, litigation, proceeding, dispute or investigation which may be imposed on, incurred by, or asserted against Agent or such Issuer in any litigation, proceeding, dispute or investigation instituted or conducted by any Governmental Body 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, on in connection with performing any of its duties, functions or activities under this Agreement or under any Other Document, or in any way relating to or arising out of this Agreement or any Other Document whether or not Agent or any Issuer is a party thereto, except to the extent that any of the foregoing arises out of the gross (not mere) negligence or willful misconduct of Agent or such Issuer, as determined pursuant to a final, non-appealable order of a court of competent jurisdiction. Nothing contained in this Section 14.7 shall in any manner limit, impair, waive or otherwise affect Loan Parties' reimbursement and indemnification Obligations at any time owing to Agent.

14.8 Agent in its Individual Capacity.

With respect any Advances made by Agent, except as otherwise provided in this Agreement, the Advances made by Agent 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. 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 Actions in Concert.

Anything in this Agreement to the contrary notwithstanding, each Lender hereby agrees with each other Lender and Agent that (a) Agent shall have the exclusive right to enforce and exercise all rights and remedies of Agent and Lenders hereunder and under the Other Documents at all times following the occurrence and during the continuance of an Event of Default, on behalf of Agent and all Lenders, subject to the direction of Required Lenders as provided for herein, and (b) no Lender shall take any action to protect or enforce its rights arising out of this Agreement or the Other Documents (including exercising any rights of setoff or compensation) without first obtaining the prior written consent of Agent or Required Lenders, it being the intent of Lenders that any such action to protect or enforce rights under this Agreement and the Notes shall be taken in concert and at the direction or with the consent of Agent or Required Lenders.

14.10 Intercreditor Agreements/Subordination Agreements.

Each Lender hereby irrevocably appoints, designates and authorizes Agent to enter into, on its behalf, the Second Lien Intercreditor Agreement and any other subordination or intercreditor

agreement pertaining to any other secured and/or subordinated Indebtedness now or hereafter permitted under this Agreement, and to take such action on its behalf under the provisions of the Second Lien Intercreditor Agreement and any other such subordination or intercreditor agreement. Each Lender further agrees to be bound by the terms and conditions of the Second Lien Intercreditor Agreement and any other such subordination or intercreditor agreement.

15. GUARANTEE OF US OBLIGATIONS.

15.1 Guarantee; Contribution Rights.

Each US Guarantor hereby unconditionally guarantees, as a primary obligor and not merely as a surety, jointly and severally with each other US Guarantor when and as due, whether at maturity, by acceleration, by notice of prepayment or otherwise, the due (whether at the stated maturity, by acceleration or otherwise) and punctual performance of all US Obligations. Each payment made by any US Guarantor pursuant to this Guarantee shall be made in lawful money of the United States in immediately available funds without offset, counterclaim or deduction of any kind.

Anything herein this Section 15 to the contrary notwithstanding, the maximum liability of each US Guarantor under this Section 15 shall in no event exceed the amount which can be guaranteed by such US Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in the following paragraph). it being understood that no amendments or other modifications to this Agreement or any of the Other Documents need to be made to implement the provisions of this paragraph and instead the implementation of the provisions of this paragraph shall occur automatically.

Each US Guarantor hereby agrees that to the extent that a US Guarantor shall have paid more than its proportionate share of any payment made hereunder, such US Guarantor shall be entitled to seek and receive contribution from and against any other US Guarantor hereunder which has not paid its proportionate share of such payment. Each US Guarantor's right of contribution shall be subject to the terms and conditions of Section 15.9(d). The provisions of this paragraph shall in no respect limit the US Obligations and liabilities of any US Guarantor to Agent and Lenders, and each US Guarantor shall remain liable to Agent and Lenders for the full amount guaranteed by such US Guarantor hereunder.

15.2 Waivers.

Each US Guarantor hereby absolutely, unconditionally and irrevocably waives (a) promptness, diligence, notice of acceptance, notice of presentment of payment and any other notice hereunder, (b) demand of payment, protest, notice of dishonor or nonpayment, notice of the present and future amount of the US Obligations and any other notice with respect to the US Obligations, (c) any requirement that Agent or any Lender protect, secure, perfect or insure any Lien or any property subject thereto or exhaust any right or take any action against any other US Loan Party, or any Person or any Collateral, (d) any other action, event or precondition to the enforcement hereof or the performance by each such US Guarantor of the US Obligations, (e) any defense arising by any lack of capacity or authority or any other defense of any US Loan Party or any notice, demand or defense by reason of cessation from any cause of US Obligations other than Payment in Full of all of the US

Obligations, (f) any defense that any other guarantee or security was or was to be obtained by Agent or any Lender, and (g) any other defense.

15.3 No Defense.

No invalidity, irregularity, voidableness, voidness or unenforceability of this Agreement or any Other Document or any other agreement or instrument relating thereto, or of all or any part of the US Obligations or of any collateral security therefor shall affect, impair or be a defense hereunder.

15.4 Guarantee of Payment.

The Guarantee hereunder is one of payment and performance, not collection, and the US Obligations of each US Guarantor hereunder are independent of the US Obligations of the other US Loan Parties, and a separate action or actions may be brought and prosecuted against any US Guarantor to enforce the terms and conditions of this Section 15, irrespective of whether any action is brought against any other US Loan Party or other Persons or whether any other US Loan Party or other Persons are joined in any such action or actions. Each US Guarantor waives any right to require that any resort be had by Agent or any Lender to any security held for payment of the US Obligations or to any balance of any deposit account or credit on the books of Agent or any Lender in favor of any US Loan Party or any other Person. No election to proceed in one form of action or proceedings, or against any Person, or on any US Obligations, shall constitute a waiver of Agent's right to proceed in any other form of action or proceeding or against any other Person unless Agent has expressed any such right in writing. Without limiting the generality of the foregoing, no action or proceeding by Agent against any US Loan Party under any document evidencing or securing Indebtedness of any US Loan Party to Agent shall diminish the liability of any US Guarantor hereunder, except to the extent Agent receives actual payment on account of US Obligations by such action or proceeding, notwithstanding the effect of any such election, action or proceeding upon the right of subrogation of any US Guarantor in respect of any US Loan Party and/or otherwise.

15.5 Liabilities Absolute.

The liability of each US Guarantor hereunder shall be absolute, unlimited and unconditional and shall not be subject to any reduction, limitation, impairment, discharge or termination for any reason, including, without limitation, any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any claim, defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any Obligation or otherwise. Without limiting the generality of the foregoing, the US Obligations of each US Guarantor shall not be discharged or impaired, released, limited or otherwise affected by:

(a) any change in the manner, place or terms of payment or performance, and/or any change or extension of the time of payment or performance of, release, renewal or alteration of, or any new agreements relating to any Obligation, any security therefor, or any liability incurred directly or indirectly in respect thereof, or any rescission of, or amendment, waiver or other modification of, or any consent to departure from, this Agreement or any Other Document, including any increase in the US Obligations resulting from the extension of additional credit to the US Borrowers or otherwise;

(b) any sale, exchange, release, surrender, loss, abandonment, realization upon any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, all or any of the US Obligations, and/or any offset there against, or failure to perfect, or continue the perfection of, any Lien in any such property, or delay in the perfection of any such Lien, or any amendment or waiver of or consent to departure from any other guarantee for all or any of the US Obligations;

(c) the failure of Agent or any Lender to assert any claim or demand or to enforce any right or remedy against the US Borrowers or any other US Loan Party or any other Person under the provisions of this Agreement or any Other Document or any other document or instrument executed and delivered in connection herewith or therewith;

(d) any settlement or compromise of any Obligation, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and any subordination of the payment of all or any part thereof to the payment of any obligation (whether due or not) of any US Loan Party to creditors of any US Loan Party other than any other US Loan Party;

(e) any manner of application of Collateral, or proceeds thereof, to all or any of the US Obligations, or any manner of sale or other disposition of any Collateral for all or any of the US Obligations or any other assets of any US Loan Party; and

(f) any other agreements or circumstance of any nature whatsoever that may or might in any manner or to any extent vary the risk of any US Guarantor, or that might otherwise at law or in equity constitute a defense available to, or a discharge of, the Guarantee hereunder and/or the US Obligations of any US Guarantor, or a defense to, or discharge of, any US Loan Party or any other Person or party hereto or the US Obligations or otherwise with respect to the Advances, Letters of Credit or other financial accommodations to the US Borrowers pursuant to this Agreement and/or the Other Documents or otherwise.

15.6 Waiver of Notice.

Except as otherwise contemplated hereunder, Agent shall have the right to do any of the above without notice to or the consent of any US Guarantor and each US Guarantor expressly waives any right to notice of, consent to, knowledge of and participation in any agreements relating to any of the above or any other present or future event relating to US Obligations whether under this Agreement or otherwise or any right to challenge or question any of the above and waives any defenses of such US Guarantor which might arise as a result of such actions.

15.7 Agent's Discretion.

Agent may at any time and from time to time (whether prior to or after the revocation or termination of this Agreement) without the consent of, or notice to, any US Guarantor, and without incurring responsibility to any US Guarantor or impairing or releasing the US Obligations, apply any sums by whomsoever paid or howsoever realized to any US Obligations regardless of what US Obligations remain unpaid.

15.8 Reinstatement.

The Guarantee provisions herein contained shall continue to be effective or be reinstated, as the case may be, if claim is ever made upon Agent or any Lender for repayment or recovery of any amount or amounts received by Agent or such Lender in payment or on account of any of the US Obligations and Agent or such Lender repays all or part of said amount for any reason whatsoever, including, without limitation, by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Agent or such Lender or the respective property of each, or any settlement or compromise of any claim effected by Agent or such Lender with any such claimant (including any US Loan Party); and in such event each US Guarantor hereby agrees that any such judgment, decree, order, settlement or compromise or other circumstances shall be binding upon such US Guarantor, notwithstanding any revocation hereof or the cancellation of any note or other instrument evidencing any Obligation, and each US Guarantor shall be and remain liable to Agent and/or Lenders for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Agent or such Lenders.

15.9 No Marshalling, Etc.

(a) Agent shall not be required to marshal any assets in favor of any US Guarantor, or against or in payment of US Obligations.

(b) No US Guarantor shall be entitled to claim against any present or future security held by Agent or any Lender from any Person for US Obligations in priority to or equally with any claim of Agent or any Lender, or assert any claim for any liability of any US Loan Party to any US Guarantor in priority to or equally with claims of Agent or any Lender for US Obligations, and no US Guarantor shall be entitled to compete with Agent or any Lender with respect to, or to advance any equal or prior claim to any security held by Agent or any Lender for US Obligations.

(c) If any US Loan Party makes any payment to Agent or any Lender, which payment is wholly or partly subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to any Person under any federal or provincial or other statute or at common law or under equitable principles, then to the extent of such payment, the Obligation intended to be paid shall be revived and continued in full force and effect as if the payment had not been made, and the resulting revived Obligation shall continue to be guaranteed, uninterrupted, by each US Guarantor hereunder.

(d) All present and future monies payable by any US Loan Party or any other US Guarantor to any US Guarantor, whether arising out of a right of subrogation, contribution or otherwise, are assigned to Agent for its benefit and for the ratable benefit of Lenders as security for such US Guarantor's liability to Agent and Lenders hereunder and are postponed and subordinated to Agent's and Lenders' prior right to Payment in Full of all of the US Obligations. Except to the extent prohibited otherwise by this Agreement, all monies received by any US Guarantor from any US Loan Party shall be held by such US Guarantor as agent and trustee for Agent and Lenders. This assignment, postponement and subordination shall only terminate when all of the US Obligations are Paid in Full.

(e) Each US Loan Party acknowledges this assignment, postponement and subordination and, except as otherwise set forth herein, agrees to make no payments to any US Guarantor without the prior written consent of Agent. Each US Loan Party agrees to give full effect to the provisions hereof.

15.10 Action Upon Event of Default.

Upon the occurrence and during the continuance of any Event of Default, Agent may and upon written request of the Required Lenders shall, without notice to or demand upon any US Loan Party, any US Guarantor or any other Person, declare all or any portion of the US Obligations of such US Guarantor hereunder immediately due and payable, and shall be entitled to enforce the US Obligations of each US Guarantor. Upon such declaration by Agent, Agent, Lenders and any of their Affiliates are hereby authorized at any time and from time to time to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by Agent or Lenders to or for the credit or the account of any US Guarantor against any and all of the US Obligations of each US Guarantor now or hereafter existing hereunder in accordance with the terms of this Agreement, whether or not Agent or Lenders shall have made any demand hereunder against any other US Loan Party and although such US Obligations may be contingent and unmatured. The rights of Agent and Lenders hereunder are in addition to other rights and remedies (including other rights of set-off) which Agent and Lenders may have. Upon such declaration by Agent, with respect to any claims (other than those claims referred to in the immediately preceding paragraph) of any US Guarantor against any US Loan Party (the " Claims "), Agent shall have the full right on the part of Agent in its own name or in the name of such US Guarantor to collect and enforce such Claims by legal action, proof of debt in bankruptcy or other liquidation proceedings, vote in any proceeding for the arrangement of debts at any time proposed, or otherwise, Agent and each of its officers being hereby irrevocably constituted attorneys-in-fact for each US Guarantor for the purpose of such enforcement and for the purpose of endorsing in the name of each US Guarantor any instrument for the payment of money. Each US Guarantor will receive as trustee for Agent and will pay to Agent forthwith upon receipt thereof any amounts which such US Guarantor may receive from any US Loan Party on account of the Claims. Each US Guarantor agrees that at no time hereafter will any of the Claims be represented by any notes or other negotiable instruments or writings, except and in such event they shall either be made payable to Agent, or if payable to any US Guarantor, shall forthwith be endorsed by such US Guarantor to Agent. Each US Guarantor agrees that no payment on account of the Claims or any Lien therein shall be created, received, accepted or retained during the continuance of any Event of Default nor shall any UCC financing statements or PPSA financing statements be filed with respect thereto by any US Guarantor.

15.11 Statute of Limitations.

Any acknowledgment or new promise, whether by payment of principal or interest or otherwise and whether by any US Loan Party or others (including any Lenders) with respect to any of the US Obligations shall, if the statute of limitations in favor of any US Guarantor against Agent or Lenders shall have commenced to run, toll the running of such statute of limitations and, if the period of such statute of limitations shall have expired, prevent the operation of such statute of limitations.

15.12 Interest.

All amounts due, owing and unpaid from time to time by any US Guarantor hereunder shall bear interest at the interest rate per annum then chargeable with respect to Base Rate Loans constituting Revolving Advances.

15.13 US Guarantor's Investigation.

Each US Guarantor acknowledges receipt of a copy of each of this Agreement and the Other Documents. Each US Guarantor has made an independent investigation of US Loan Parties and of the financial condition of US Loan Parties. Neither Agent nor any Lender has made, Agent and Lenders do not hereby make, any representations or warranties as to the income, expense, operation, finances or any other matter or thing affecting any US Loan Party nor has Agent or any Lender made any representations or warranties as to the amount or nature of the US Obligations of any US Loan Party to which this Section 15 applies as specifically herein set forth, nor has Agent or any Lender or any officer, agent or employee of Agent or any Lender or any representative thereof, made any other oral representations, agreements or commitments of any kind or nature, and each US Guarantor hereby expressly acknowledges that no such representations or warranties have been made and such US Guarantor expressly disclaims reliance on any such representations or warranties.

15.14 Termination.

Subject to reinstatement as provided in Section 15.8, the provisions of this Section 15 shall remain in effect until all of US Obligations have been Paid in Full.

15.15 Extension of Guarantee.

Without prejudice to the generality of this Section 15, each US Guarantor expressly confirms that it intends that the guarantee provided in this Section 15 shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the provisions of this Agreement or any Other Document and/or any facility or amount made available hereunder or thereunder.

15.16 Applicability to US Borrowers.

Without limiting any of any US Borrower's US Obligations under this Agreement or any Other Document, each US Borrower shall also be considered a US Guarantor for purposes of this Section 15 to the extent such US Borrower is not directly and primarily obligated with respect to the US Obligations.

16. GUARANTEE OF CANADIAN OBLIGATIONS.

16.1 Guarantee; Contribution Rights.

Each Canadian Guarantor hereby unconditionally guarantees, as a primary obligor and not merely as a surety, jointly and severally with each other Canadian Guarantor when and as due, whether at maturity, by acceleration, by notice of prepayment or otherwise, the due (whether at the stated maturity, by acceleration or otherwise) and punctual performance of all Canadian Obligations.

Each payment made by any Canadian Guarantor pursuant to this Guarantee shall be made in lawful money of the United States in immediately available funds without offset, counterclaim or deduction of any kind.

Anything herein this Section 16 to the contrary notwithstanding, the maximum liability of each Canadian Guarantor under this Section 16 shall in no event exceed the amount which can be guaranteed by such Canadian Guarantor under applicable federal, state or provincial laws relating to the insolvency of debtors (after giving effect to the right of contribution established in the following paragraph). it being understood that no amendments or other modifications to this Agreement or any of the Other Documents need to be made to implement the provisions of this paragraph and instead the implementation of the provisions of this paragraph shall occur automatically.

Each Canadian Guarantor hereby agrees that to the extent that a Canadian Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Canadian Guarantor shall be entitled to seek and receive contribution from and against any other Canadian Guarantor hereunder which has not paid its proportionate share of such payment. Each Canadian Guarantor's right of contribution shall be subject to the terms and conditions of Section 16 .9(d). The provisions of this paragraph shall in no respect limit the Canadian Obligations and liabilities of any Canadian Guarantor to Agent and Lenders, and each Canadian Guarantor shall remain liable to Agent and Lenders for the full amount guaranteed by such Canadian Guarantor hereunder.

16.2 Waivers.

Each Canadian Guarantor hereby absolutely, unconditionally and irrevocably waives (a) promptness, diligence, notice of acceptance, notice of presentment of payment and any other notice hereunder, (b) demand of payment, protest, notice of dishonor or nonpayment, notice of the present and future amount of the Canadian Obligations and any other notice with respect to the Canadian Obligations, (c) any requirement that Agent or any Lender protect, secure, perfect or insure any Lien or any property subject thereto or exhaust any right or take any action against any other Canadian Guarantor or any Canadian Loan Party, or any Person or any Collateral, (d) any other action, event or precondition to the enforcement hereof or the performance by each such Canadian Guarantor of the Canadian Obligations, (e) any defense arising by any lack of capacity or authority or any other defense of any Canadian Guarantor or any Canadian Loan Party or any notice, demand or defense by reason of cessation from any cause of Canadian Obligations other than Payment in Full of all of the Canadian Obligations, (f) any defense that any other guarantee or security was or was to be obtained by Agent or any Lender, and (g) any other defense.

16.3 No Defense.

No invalidity, irregularity, voidableness, voidness or unenforceability of this Agreement or any Other Document or any other agreement or instrument relating thereto, or of all or any part of the Canadian Obligations or of any collateral security therefor shall affect, impair or be a defense hereunder.

16.4 Guarantee of Payment.

The Guarantee hereunder is one of payment and performance, not collection, and the Canadian Obligations of each Canadian Guarantor hereunder are independent of the Canadian

Obligations of the other Canadian Guarantors or any of the other Canadian Loan Parties, and a separate action or actions may be brought and prosecuted against any Canadian Guarantor to enforce the terms and conditions of this Section 16 , irrespective of whether any action is brought against any other Canadian Guarantor or any Canadian Loan Party or other Persons or whether any other Canadian Guarantor or any Canadian Loan Party or other Persons are joined in any such action or actions. Each Canadian Guarantor waives any right to require that any resort be had by Agent or any Lender to any security held for payment of the Canadian Obligations or to any balance of any deposit account or credit on the books of Agent or any Lender in favor of any Canadian Guarantor or any Canadian Loan Party or any other Person. No election to proceed in one form of action or proceedings, or against any Person, or on any Canadian Obligations, shall constitute a waiver of Agent's right to proceed in any other form of action or proceeding or against any other Person unless Agent has expressed any such right in writing. Without limiting the generality of the foregoing, no action or proceeding by Agent against any Canadian Guarantor or any Canadian Loan Party under any document evidencing or securing Indebtedness of any Canadian Guarantor or any Canadian Loan Party to Agent shall diminish the liability of any Canadian Guarantor hereunder, except to the extent Agent receives actual payment on account of Canadian Obligations by such action or proceeding, notwithstanding the effect of any such election, action or proceeding upon the right of subrogation of any Canadian Guarantor in respect of any Canadian Guarantor or any Canadian Loan Party and/or otherwise.

16.5 Liabilities Absolute.

The liability of each Canadian Guarantor hereunder shall be absolute, unlimited and unconditional and shall not be subject to any reduction, limitation, impairment, discharge or termination for any reason, including, without limitation, any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any claim, defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any Obligation or otherwise. Without limiting the generality of the foregoing, the Canadian Obligations of each Canadian Guarantor shall not be discharged or impaired, released, limited or otherwise affected by:

(a) any change in the manner, place or terms of payment or performance, and/or any change or extension of the time of payment or performance of, release, renewal or alteration of, or any new agreements relating to any Obligation, any security therefor, or any liability incurred directly or indirectly in respect thereof, or any rescission of, or amendment, waiver or other modification of, or any consent to departure from, this Agreement or any Other Document, including any increase in the Canadian Obligations resulting from the extension of additional credit to the Canadian Borrowers or otherwise;

(b) any sale, exchange, release, surrender, loss, abandonment, realization upon any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, all or any of the Canadian Obligations, and/or any offset there against, or failure to perfect, or continue the perfection of, any Lien in any such property, or delay in the perfection of any such Lien, or any amendment or waiver of or consent to departure from any other guarantee for all or any of the Canadian Obligations;

(c) the failure of Agent or any Lender to assert any claim or demand or to enforce any right or remedy against the Canadian Borrowers or any Canadian Guarantor or any Canadian Loan Party or any other Person under the provisions of this Agreement or any Other Document or any other document or instrument executed and delivered in connection herewith or therewith;

(d) any settlement or compromise of any Obligation, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and any subordination of the payment of all or any part thereof to the payment of any obligation (whether due or not) of any Canadian Guarantor or any Canadian Loan Party to creditors of any Canadian Guarantor or any Canadian Loan Party other than any other Canadian Guarantor or Canadian Loan Party;

(e) any manner of application of Collateral, or proceeds thereof, to all or any of the Canadian Obligations, or any manner of sale or other disposition of any Collateral for all or any of the Canadian Obligations or any other assets of any Canadian Guarantor or any Canadian Loan Party; and

(f) any other agreements or circumstance of any nature whatsoever that may or might in any manner or to any extent vary the risk of any Canadian Guarantor, or that might otherwise at law or in equity constitute a defense available to, or a discharge of, the Guarantee hereunder and/or the Canadian Obligations of any Canadian Guarantor, or a defense to, or discharge of, any Canadian Guarantor or any Canadian Loan Party or any other Person or party hereto or the Canadian Obligations or otherwise with respect to the Advances, Letters of Credit or other financial accommodations to the Canadian Borrowers pursuant to this Agreement and/or the Other Documents or otherwise.

16.6 Waiver of Notice.

Except as otherwise contemplated hereunder, Agent shall have the right to do any of the above without notice to or the consent of any Canadian Guarantor and each Canadian Guarantor expressly waives any right to notice of, consent to, knowledge of and participation in any agreements relating to any of the above or any other present or future event relating to Canadian Obligations whether under this Agreement or otherwise or any right to challenge or question any of the above and waives any defenses of such Canadian Guarantor which might arise as a result of such actions.

16.7 Agent's Discretion.

Agent may at any time and from time to time (whether prior to or after the revocation or termination of this Agreement) without the consent of, or notice to, any Canadian Guarantor, and without incurring responsibility to any Canadian Guarantor or impairing or releasing the Canadian Obligations, apply any sums by whomsoever paid or howsoever realized to any Canadian Obligations regardless of what Canadian Obligations remain unpaid.

16.8 Reinstatement.

The Guarantee provisions herein contained shall continue to be effective or be reinstated, as the case may be, if claim is ever made upon Agent or any Lender for repayment or recovery of any amount or amounts received by Agent or such Lender in payment or on account of any of the

Canadian Obligations and Agent or such Lender repays all or part of said amount for any reason whatsoever, including, without limitation, by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Agent or such Lender or the respective property of each, or any settlement or compromise of any claim effected by Agent or such Lender with any such claimant (including any Canadian Guarantor or Canadian Loan Party); and in such event each Canadian Guarantor hereby agrees that any such judgment, decree, order, settlement or compromise or other circumstances shall be binding upon such Canadian Guarantor, notwithstanding any revocation hereof or the cancellation of any note or other instrument evidencing any Obligation, and each Canadian Guarantor shall be and remain liable to Agent and/or Lenders for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Agent or such Lenders.

16.9 No Marshalling, Etc.

(a) Agent shall not be required to marshal any assets in favor of any Canadian Guarantor, or against or in payment of Canadian Obligations.

(b) No Canadian Guarantor shall be entitled to claim against any present or future security held by Agent or any Lender from any Person for Canadian Obligations in priority to or equally with any claim of Agent or any Lender, or assert any claim for any liability of any Canadian Guarantor or any Canadian Loan Party to any Canadian Guarantor in priority to or equally with claims of Agent or any Lender for Canadian Obligations, and no Canadian Guarantor shall be entitled to compete with Agent or any Lender with respect to, or to advance any equal or prior claim to any security held by Agent or any Lender for Canadian Obligations.

(c) If any Canadian Guarantor or any Canadian Loan Party makes any payment to Agent or any Lender, which payment is wholly or partly subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to any Person under any federal or provincial or other statute or at common law or under equitable principles, then to the extent of such payment, the Obligation intended to be paid shall be revived and continued in full force and effect as if the payment had not been made, and the resulting revived Obligation shall continue to be guaranteed, uninterrupted, by each Canadian Guarantor hereunder.

(d) All present and future monies payable by any Canadian Loan Party or any other Canadian Guarantor to any Canadian Guarantor, whether arising out of a right of subrogation, contribution or otherwise, are assigned to Agent for its benefit and for the ratable benefit of Lenders as security for such Canadian Guarantor's liability to Agent and Lenders hereunder and are postponed and subordinated to Agent's and Lenders' prior right to Payment in Full of all of the Canadian Obligations. Except to the extent prohibited otherwise by this Agreement, all monies received by any Canadian Guarantor from any other Canadian Guarantor or Canadian Loan Party shall be held by such Canadian Guarantor as agent and trustee for Agent and Lenders. This assignment, postponement and subordination shall only terminate when all of the Canadian Obligations are Paid in Full.

(e) Each Canadian Guarantor and Canadian Loan Party acknowledges this assignment, postponement and subordination and, except as otherwise set forth herein, agrees to

make no payments to any Canadian Guarantor without the prior written consent of Agent. Each Canadian Guarantor and Canadian Loan Party agrees to give full effect to the provisions hereof.

16.10 Action Upon Event of Default.

Upon the occurrence and during the continuance of any Event of Default, Agent may and upon written request of the Required Lenders shall, without notice to or demand upon any Canadian Loan Party, any Canadian Guarantor or any other Person, declare all or any portion of the Canadian Obligations of such Canadian Guarantor hereunder immediately due and payable, and shall be entitled to enforce the Canadian Obligations of each Canadian Guarantor. Upon such declaration by Agent, Agent, Lenders and any of their Affiliates are hereby authorized at any time and from time to time to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other Indebtedness at any time owing by Agent or Lenders to or for the credit or the account of any Canadian Guarantor against any and all of the Canadian Obligations of each Canadian Guarantor now or hereafter existing hereunder in accordance with the terms of this Agreement, whether or not Agent or Lenders shall have made any demand hereunder against any other Canadian Guarantor or any Canadian Loan Party and although such Canadian Obligations may be contingent and unmatured. The rights of Agent and Lenders hereunder are in addition to other rights and remedies (including other rights of set-off) which Agent and Lenders may have. Upon such declaration by Agent, with respect to any claims (other than those claims referred to in the immediately preceding paragraph) of any Canadian Guarantor against any Canadian Loan Party (the " Claims "), Agent shall have the full right on the part of Agent in its own name or in the name of such Canadian Guarantor to collect and enforce such Claims by legal action, proof of debt in bankruptcy or other liquidation proceedings, vote in any proceeding for the arrangement of debts at any time proposed, or otherwise, Agent and each of its officers being hereby irrevocably constituted attorneys-in-fact for each Canadian Guarantor for the purpose of such enforcement and for the purpose of endorsing in the name of each Canadian Guarantor any instrument for the payment of money. Each Canadian Guarantor will receive as trustee for Agent and will pay to Agent forthwith upon receipt thereof any amounts which such Canadian Guarantor may receive from any Canadian Loan Party on account of the Claims. Each Canadian Guarantor agrees that at no time hereafter will any of the Claims be represented by any notes or other negotiable instruments or writings, except and in such event they shall either be made payable to Agent, or if payable to any Canadian Guarantor, shall forthwith be endorsed by such Canadian Guarantor to Agent. Each Canadian Guarantor agrees that no payment on account of the Claims or any Lien therein shall be created, received, accepted or retained during the continuance of any Event of Default nor shall any UCC financing statements or PPSA financing statements be filed with respect thereto by any Canadian Guarantor.

16.11 Statute of Limitations.

Any acknowledgment or new promise, whether by payment of principal or interest or otherwise and whether by any Canadian Guarantor or others (including any Lenders) with respect to any of the Canadian Obligations shall, if the statute of limitations in favor of any Canadian Guarantor against Agent or Lenders shall have commenced to run, toll the running of such statute of limitations and, if the period of such statute of limitations shall have expired, prevent the operation of such statute of limitations.

16.12 Interest.

All amounts due, owing and unpaid from time to time by any Canadian Guarantor hereunder shall bear interest at the interest rate per annum then chargeable with respect to Base Rate Loans constituting Revolving Advances in Canadian Dollars or US Dollars, as applicable.

16.13 Canadian Guarantor's Investigation.

Each Canadian Guarantor acknowledges receipt of a copy of each of this Agreement and the Other Documents. Each Canadian Guarantor has made an independent investigation of Canadian Loan Parties and of the financial condition of Canadian Loan Parties. Neither Agent nor any Lender has made, Agent and Lenders do not hereby make, any representations or warranties as to the income, expense, operation, finances or any other matter or thing affecting any Canadian Loan Party nor has Agent or any Lender made any representations or warranties as to the amount or nature of the Canadian Obligations of any Canadian Loan Party to which this Section 16 applies as specifically herein set forth, nor has Agent or any Lender or any officer, agent or employee of Agent or any Lender or any representative thereof, made any other oral representations, agreements or commitments of any kind or nature, and each Canadian Guarantor hereby expressly acknowledges that no such representations or warranties have been made and such Canadian Guarantor expressly disclaims reliance on any such representations or warranties.

16.14 Termination.

Subject to reinstatement as provided in Section 16 .8, the provisions of this Section 16 shall remain in effect until all of Canadian Obligations have been Paid in Full.

16.15 Extension of Guarantee.

Without prejudice to the generality of this Section 16 , each Canadian Guarantor expressly confirms that it intends that the guarantee provided in this Section 16 shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the provisions of this Agreement or any Other Document and/or any facility or amount made available hereunder or thereunder.

16.16 Applicability to Canadian Borrowers.

Without limiting any of any Canadian Borrower's Canadian Obligations under this Agreement or any Other Document, each Canadian Borrower shall also be considered a Canadian Guarantor for purposes of this Section 16 to the extent such Canadian Borrower is not directly and primarily obligated with respect to the Canadian Obligations.

17. MISCELLANEOUS.

17.1 Governing Law; Consent to Jurisdiction; Etc.

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, without regard to conflicts of laws principles. Any judicial proceeding brought by or against any Loan Party

with respect to any of the Obligations, this Agreement or any Other Document may be brought in any court of competent jurisdiction located in the County and 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 Administrative Borrower (on behalf of the Borrowers) at its address set forth in Section 17.6 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 and/or any Lender's option, by service upon Administrative Borrower (on behalf of the Borrowers) 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. Any judicial proceeding by any Loan Party against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any Other Document (except to the extent, if any, expressly provided otherwise in any Other Document), shall be brought only in a federal or state court located in the City of New York, State of New York.

17.2 Entire Understanding; Amendments; Lender Replacements; Overadvances.

(a) This Agreement and the Other Documents executed concurrently herewith or on or after the Closing Date 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 or thereof. Any promises, representations, warranties or guarantees of Agent or any Lender to any Loan Party not herein contained or not contained in any Other Document executed on or after the Closing Date shall have no force and effect. 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 pursuant to clause (b) below. Any Default or Event of Default that occurs hereunder shall continue unless and until expressly waived in writing pursuant to clause (b) below. Each Loan Party acknowledges that it has been advised by counsel in connection with the execution of this Agreement and Other Documents and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(b) Agent and the Required Lenders (or Agent with the consent in writing of the Required Lenders), and the Borrowers may, subject to the provisions of this Section 17.2(b), from time to time enter into written amendments and supplemental agreements to this Agreement or the Other Documents executed by the Borrowers, 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 hereunder or thereunder or the conditions, provisions or terms hereof or thereof or waiving any Default or Event of Default hereunder or thereunder, but only to the extent specified in such written agreements; provided , however , that , no such amendment or supplemental agreement shall:

(i) increase the Commitment of any Lender without the consent of Agent and the affected Lender;

(ii) increase the Maximum Credit or the Canadian Revolving Loan Maximum Amount without the consent of Agent and all Lenders (provided , that , the increase in the Maximum Credit or the Canadian Revolving Loan Maximum Amount provided for in Section 2.20 shall not be deemed an increase requiring the consent of any Lender other than the Lenders providing such increase);

(iii) extend the Term or the final scheduled maturity of any Advance or the due date for any amount payable hereunder, or decrease the rate of interest (other than the waiver of any default rate), reduce the principal amount of any outstanding Advances, or reduce any scheduled (as opposed to mandatory prepayment) principal payment (if any) or fee payable by the Borrowers to Agent or a Lender pursuant to this Agreement or any Other Document, without the consent of Agent and each such Lender directly affected thereby;

(iv) alter the definition of the term Required Lenders, Supermajority Lenders or alter, amend or modify this Section 17.2(b) without the consent of Agent and all Lenders;

(v) release any Collateral during any calendar year (other than in accordance with the provisions of this Agreement, including any Disposition thereof permitted by this Agreement) having an aggregate value in excess of $5,000,000 without the consent of Agent and all Lenders;

(vi) change the rights and duties of Agent without the consent of Agent; or

(vii) increase the Advance Rates above the Advance Rates in effect on the Closing Date without the consent of Agent and all Lenders;

(viii) (A) amend in any material respect the Second Lien Intercreditor Agreement or (B) alter the definition of the terms Borrowing Base, US Borrowing Base, Canadian Borrowing Base, Eligible Accounts or Eligible Inventory in any manner which would have the effect of increasing availability of Advances, in each case without the consent of Agent and the Supermajority Lenders;

(ix) release of any Loan Party from its Obligations hereunder, except in accordance with the terms of this Agreement;

(x) subordinate the priority of the Liens in the Collateral in favor of Agent, for the benefit of Secured Parties, to any Liens therein held by any other Person;

(xi) alter the priority of allocation of payments and proceeds of Collateral provided for in Section 11.2(b); or

(xii) amend in any material respect the provisions of Section 17.3(b) (with respect to the rights of Lenders to sell participating interests in the Advances to other Persons) or Section 17.3(c) (with respect to the rights of Lenders to sell, assign or transfer all or any part of their Advances and Commitments to a Purchasing Lender) without the consent of Agent and all Lenders.

Any such amendment or supplemental agreement shall apply equally to each Lender and shall be binding upon Loan Parties, Lenders and Agent and all future holders of the Obligations. In the case of any waiver of a Default or Event of Default pursuant to a waiver provided in accordance with the above provisions of this Section 17.2(b), Loan Parties, Agent and Lenders shall be restored to their former positions and rights, and any Default or Event of Default waived shall be deemed to be cured and not continuing, but no waiver of a specific Default or Event of Default shall extend to any other Default or Event of Default or any subsequent Default or Event of Default (whether or not the subsequent Default or Event of Default is the same as the Default or Event of Default which was waived), or impair any right consequent thereon.

(c) In the event that (i) Agent requests the consent of a Lender pursuant to this Section 17.2 and such consent is denied, (ii) a Lender is a Defaulting Lender, (iii) a Lender is an Impacted Lender or (iv) a Lender is a Prior Defaulting/Impacted Lender, then, in each case, Agent may, at its option, or, so long as no Event of Default exists and is continuing, Administrative Borrower may, at its option and upon notice to Agent, require such Lender to assign its Advances and Commitments to Agent or to another Lender or to any other Person designated by Agent (a " Designated Lender "), for a price equal to the then outstanding principal amount of all Advances held by such Lender plus accrued and unpaid interest and fees owing to such Lender, which interest and fees shall be paid when, and if, collected from the Borrowers. In the event Agent or, so long as no Event of Default exists and is continuing, Administrative Borrower, elects to require any Lender to assign such Lender's Advances and Commitments to Agent or to a Designated Lender, Agent or Administrative Borrower (as applicable) will so notify such Lender in writing within one hundred eighty (180) days following such Lender's denial (or with respect to clauses (ii), (iii) or (iv)) above, during the time that such Lender is a Defaulting Lender, an Impacted Lender or a Prior Defaulting/Impacted Lender, as applicable, or within one hundred eighty (180) days thereafter), and such Lender will assign its interest to Agent 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 (or Agent on behalf of such Lender if such Lender refuses to execute such Commitment Transfer Supplement within such time period; and each Lender hereby irrevocable authorizes Agent to so execute such a Commitment Transfer Supplement on its behalf), Agent or the Designated Lender, as appropriate, and Agent (if Agent is not the Designated Lender).

(d) Notwithstanding the foregoing (and in addition to the Agent's rights to make Protective Advances hereunder), Agent may at its discretion and without the consent of the Required Lenders, voluntarily permit the outstanding Revolving Advances and Letters of Credit at any time to exceed the Borrowing Base (but not to exceed the Maximum Revolving Advance Amount) by up to ten (10%) percent of the Borrowing Base for up to thirty (30) consecutive Business Days; provided , that , (i) the amount of such overadvances plus the amount of Protective Advances made pursuant to Section 2.11 shall not exceed an amount outstanding equal to ten (10%) percent of the Maximum Credit without the consent of each of the Lenders, and (ii) any such overadvance shall still constitute an Event of Default as of the first (1 st) day of such overadvance regardless of the reason for or amount of such overadvance. For purposes of the preceding sentence, the discretion granted to Agent hereunder shall not preclude involuntary overadvances that may result from time to time due to the fact that the Borrowing Base was unintentionally exceeded for any reason, including, but not limited to, Collateral previously deemed to be eligible for inclusion in the Borrowing Base, becomes ineligible, collections of Receivables applied to reduce outstanding Advances are thereafter returned for insufficient funds or overadvances are made to protect or preserve the Collateral; provided , that ,

any such overadvance shall still constitute an Event of Default as of the first (1st) day of such overadvance regardless of the reason for or amount of such overadvance. In the event Agent involuntarily permits the outstanding Revolving Advances and Letters of Credit to exceed the Borrowing Base by more than ten (10%) percent of the Borrowing Base, Borrowers shall decrease such excess in as expeditious a manner as is practicable under the circumstances and not inconsistent with the reason for such excess; provided, that, any Event of Default resulting therefrom shall remain in existence, subject to the terms of this Agreement. Revolving Advances made or Letters of Credit issued 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, and in all events shall constitute an Event of Default.

17.3 Successors and Assigns; Participations; New Lenders; Taxes; Syndication.

(a) This Agreement and the Other Documents shall be binding upon and inure to the benefit of each Loan Party, Agent, each Lender, all future holders of the Obligations and their respective successors and assigns; except, that, no Loan Party may assign or transfer any of its rights or obligations under this Agreement or any Other Document (other than pursuant to a merger or consolidation of Loan Parties permitted hereunder) without the prior written consent of Agent and each Lender.

(b) Each Loan Party acknowledges that one or more Lenders may at any time and from time to time sell participating interests in the Advances to other Persons with the prior written consent of Agent, which consent of Agent shall not be unreasonably withheld, conditioned or delayed (each such transferee or purchaser of a participating interest, a " Transferee "); provided, that, no participating interest may be sold to a Person (i) that would not constitute a Qualified Assignee if such Person were a Purchasing Lender under Section 17.3(c) below or (ii) that is organized under the laws of a jurisdiction outside the United States that cannot make the certifications required by Section 17.3(f). Each Transferee may exercise all rights of payment (including without limitation 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 Transferee were the direct holder thereof; provided, that, Loan Parties shall not be required to pay to any Transferee more than the amount which it would have been required to pay to the Lender which granted an interest in its Advances or other Obligations payable hereunder to such Transferee, had such Lender retained such interest in the Advances hereunder or other Obligations payable hereunder, and in no event shall Loan Parties 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 Transferee. Transferee's rights under Section 17.2 shall be limited to those items in Section 17.2(b) which require consent of each Lender or each directly affected Lender, as applicable. Each Loan Party hereby grants to Agent, for the ratable benefit of each Secured Party, a continuing Lien in any deposits, moneys or other property actually or constructively held by such Transferee as security for the Transferee's interest in the Advances. Neither Agent nor any Lender (other than the Lender selling a participation) shall have any duty to any Participant and may continue to deal solely with the Lender selling a participation as if no such sale had occurred.

(c) Any Lender may sell, assign or transfer all or any part of its Advances and Commitments (and related rights and obligations under this Agreement and the Other Documents) to Qualified Assignees (each a " Purchasing Lender "), in minimum amounts of not less than $5,000,000

(except such minimum amount shall not apply to (i) a sale, assignment or transfer by any Lender to an Affiliate of such Lender or to a group of new Lenders, each of which is an Affiliate of each other to the extent that the aggregate amount to be assigned to all such new Lenders is at least $5,000,000 or (ii) a sale, assignment or transfer by any Lender of all of its Commitments and all of its Advances), 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, (A) Purchasing Lender thereunder shall be a party to this Agreement and the Other Documents as a Lender and, to the extent transferred pursuant to such Commitment Transfer Supplement, have Commitments and outstanding Advances, and (B) the transferor Lender thereunder shall, to the extent its Advances and Commitments have been transferred pursuant to such Commitment Transfer Supplement, be released from its obligations under this Agreement and the Other Documents. 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 as a Lender and the resulting adjustment of the Commitment Percentages arising from the purchase by such Purchasing Lender of all or a portion of the Advances and Commitments of such transferor Lender under this Agreement and the Other Documents. Loan Parties hereby consent to the addition of such Purchasing Lender as a Lender and the resulting adjustment of the Commitment Percentages arising from the purchase by such Purchasing Lender of all or a portion of the Advances and Commitments of such transferor Lender. Loan Parties shall execute and deliver such further documents and do such further acts and things in order to effectuate the foregoing. Notwithstanding the foregoing, any Lender may assign all or any portion of the Advances or Notes held by it to any Federal Reserve Bank or the United States Treasury as collateral security pursuant to Regulation A of the Board of Governors of the Federal Reserve System and any Operating Circular issued by such Federal Reserve Bank; provided , that , any payment in respect of such assigned Advances or Notes made by the Borrowers to or for the account of the assigning or pledging Lender in accordance with the terms of this Agreement shall satisfy the Borrowers' obligations hereunder in respect to such assigned Advances or Notes to the extent of such payment. No such assignment described in the immediately preceding sentence shall release the assigning Lender from its obligations hereunder.

(d) Agent, acting solely in this situation as a non-fiduciary agent of the Borrower, shall maintain at its address a copy of each Commitment Transfer Supplement delivered to it and a register (the " Register ") for the recordation of the names and addresses of the Advances owing to each Lender from time to time. The entries in the Register shall be conclusive, in the absence of manifest error, and Loan Parties, 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 Loan Parties 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 $3,500 payable by the applicable Purchasing Lender upon the effective date of each transfer or assignment to such Purchasing Lender.

(e) Loan Parties authorize each Lender, the Arranger and the Syndication Agent to disclose to any Transferee or Purchasing Lender and any prospective Transferee or Purchasing Lender (who agrees in writing or through electronic media to treat the information as confidential and use it solely in connection with a proposed transfer under this Section 17.3) any and all financial and other information in such Lender's possession concerning Loan Parties which has been delivered

to Agent or such Lender by or on behalf of Loan Parties pursuant to this Agreement or in connection with Agent's or such Lender's credit evaluation of Loan Parties.

(f) Each Lender shall deliver to the Borrowers and to the Agent, at the time or times prescribed by applicable laws or when reasonably requested by the Borrowers or the Agent, such properly completed and executed documentation prescribed by applicable laws or by the taxing authorities of any jurisdiction and such other reasonably requested information as will permit the Borrowers or the Agent, as the case may be, to determine (i) whether or not payments made hereunder are subject to Taxes, (ii) if applicable, the required rate of withholding or deduction, and (iii) such Lender's entitlement to any available exemption from, or reduction of, applicable Taxes in respect of all payments to be made to such Lender by the Borrowers pursuant to this Agreement or otherwise to establish such Lender's status for withholding tax purposes in the applicable jurisdiction. Notwithstanding anything to the contrary in the preceding sentence, the completion, execution and submission of such documentation (other than such documentation set forth in Section 17.3(f)((i) — (iv) below) shall not be required if, in the Lender's reasonable judgment, such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Without limiting the foregoing:

(i) Each Lender or Participant organized under the laws of a jurisdiction outside the United States, and from time to time thereafter if either requested by the Borrowers (or Administrative Borrower on behalf of the Borrowers) or Agent or upon the obsolescence or expiration of any previously delivered form, shall provide Agent and Administrative Borrower (on behalf of the Borrowers) with (A) two (2) original executed copies of a correct and completed IRS Form W-8BEN, W-8ECI, or W-8IMY (with appropriate attachments), as appropriate, or any successor or other form prescribed by the IRS and, to the extent applicable, any forms evidencing compliance under FATCA (or any subsequent replacement or substitute form therefor), certifying that payments to such Lender or Participant are not subject to United States federal withholding tax under the Code because such payment is either effectively connected with the conduct by such Lender or Participant of a trade or business in the United States or totally exempt from United States federal withholding tax by reason of the application of an income tax treaty to which the United States is a party or such Lender is otherwise exempt, (B) or to the extent permitted by law, each such Lender or Participant may provide Administrative Borrower (on behalf of the Borrowers) and Agent with two original executed copies of IRS Form W-8BEN, or any successor form prescribed by the IRS, certifying that such Lender is exempt from United States federal withholding tax pursuant to Section 871(h) or 881(c) of the Code, together with an annual certificate stating that such Lender or Participant is not a "person" described in Section 871(h)(3) or 881(c)(3) of the Code and (C) a duly completed and executed IRS Form W-8BEN or W 9, as appropriate, or any successor or other form establishing an exemption from United States federal backup withholding tax. Each such Lender further agrees to complete and deliver to Administrative Borrower (on behalf of the Borrowers), upon its request, such other forms or other documentation as may be appropriate to minimize any withholding tax on payments pursuant to this Agreement under the laws of any other jurisdiction unless such completion and delivery may in any event be disadvantageous for such Lender. For purposes of this subsection (f), the term "United States" shall have the meaning specified in Section 7701 of the Code. Each Lender that is a United States person, shall provide the Agent and Administrative Borrower with two original executed IRS Form W-9s, certifying as to status for United States federal back up withholding tax purposes.

(ii) Each US Lender shall (A) on or prior to the date such US Lender becomes a "US Lender" hereunder, (B) on or prior to the date on which any such form or certification expires or becomes obsolete, (C) after the occurrence of any event requiring a change in the most recent form or certification previously delivered by it pursuant to this Section 17.3(f)(ii) and (D) from time to time if requested by the Borrowers, provide Agent and the Borrowers with two completed originals of Form W-9 (certifying that such US Lender is entitled to an exemption from U.S. backup withholding tax) or any successor form.

(iii) If a payment made to a non-US Lender would be subject to United States federal withholding tax imposed by FATCA if such non-US Lender fails to comply with the applicable reporting requirements of FATCA, such non-US Lender shall deliver to Agent and Borrowers any documentation under any requirement of law or reasonably requested by Agent or Borrowers sufficient for Agent or Borrowers to comply with their obligations under FATCA and to determine that such non-US Lender has complied with such applicable reporting requirements.

(g) At the request of Agent from time to time both before and after the Closing Date, Loan Parties will assist Agent in the syndication of the Credit Facility provided pursuant to this Agreement and the Other Documents. Such assistance shall include, but not be limited to (i) prompt assistance in the preparation of an information memorandum and the verification of the completeness and accuracy of the information and the reasonableness of the projections contained therein, (ii) preparation of offering materials and financial projections by Loan Parties and their advisors, (iii) providing Agent with all information reasonably deemed necessary by Agent to successfully complete the syndication, (iv) confirmation as to the accuracy and completeness of such offering materials and information and confirmation that management's projections are based on assumptions believed by Loan Parties to be reasonable at the time made, and (v) participation of Loan Parties' senior management in meetings and conference calls with potential lenders at such times and places as Agent may reasonably request.

17.4 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.

17.5 Indemnity/Currency Indemnity.

(a) Each Loan Party shall indemnify Agent, each Issuer, each Lender and each of their respective officers, directors, Affiliates, employees, representatives and agents (each, an " Indemnitee ") 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, without limitation, fees and disbursements of counsel) arising from any action, litigation, proceeding, dispute or investigation which may be imposed on, incurred by, or asserted against

Agent, such Issuer or any Lender in any litigation, proceeding, dispute or investigation instituted or conducted by any Governmental Body 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, any Issuer or any Lender is a party thereto; except , that , no Indemnitee shall be entitled to indemnification hereunder to the extent that any of the foregoing arises out of the gross (not mere) negligence or willful misconduct of such Indemnitee as determined pursuant to a final, non-appealable order of a court of competent jurisdiction. Upon learning of any matter described above for which any Indemnitee may want to seek indemnity from any Loan Party, such Indemnitee shall promptly notify Administrative Borrower of such matter; provided , that , the failure to do so shall not in any manner limit, impair or affect Loan Parties' indemnification obligations hereunder. Nothing contained herein or in any Other Document shall prohibit any Loan Party from seeking contribution or indemnity from any Person other than Agent or a Lender.

(b) If for the purposes of obtaining or enforcing judgment in any court in any jurisdiction with respect to this Agreement or any Other Document, it becomes necessary to convert into the currency of such jurisdiction (the " Judgment Currency ") any amount due under this Agreement or under any Other Document in any currency other than the Judgment Currency (the " Currency Due ") (including any Currency Due for the purposes of Section 2.17) then, to the extent permitted by law, conversion shall be made at the exchange rate selected by Agent on the Business Day before the day on which judgment is given (or for the purposes of Section 2.17 on the Business Day on which the payment was received by the Agent). In the event that there is a change in such exchange rate between the Business Day before the day on which the judgment is given and the date of receipt by the Agent of the amount due, Borrowers shall to the extent permitted by law, on the date of receipt by Agent, pay such additional amounts, if any, or be entitled to receive reimbursement of such amount, if any, as may be necessary to ensure that the amount received by Agent on such date is the amount in the Judgment Currency which (when converted at such exchange rate on the date of receipt by Agent in accordance with normal banking procedures in the relevant jurisdiction) is the amount then due under this Agreement or such Other Document in the Currency Due. If the amount of the Currency Due (including any Currency Due for purposes of Section 2.17) which the Agent is so able to purchase is less than the amount of the Currency Due (including any Currency Due for purposes of Section 2.17) originally due to it, Borrowers shall to the extent permitted by law jointly and severally indemnify and save Agent and Lenders harmless from and against loss or damage arising as a result of such deficiency.

17.6 Notice.

Any notice or request required to be given hereunder to any Loan Party or to Agent or any Lender shall be in writing (except as expressly provided herein) 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 17.6. Any notice or request required to be given hereunder shall be given by (a) hand delivery, (b) overnight courier, (c) registered or certified mail, return receipt requested, or (d) facsimile to the number set out below (or such other number as may hereafter be specified in a notice designated as a notice of change of address) with electronic confirmation of its receipt. Any notice or request required to be given hereunder shall be deemed given on the earlier of (i) actual receipt thereof, and (ii) (A) one (1) Business Day following posting thereof by a recognized overnight courier, (B) three (3) days following posting thereof by registered or certified mail, return receipt requested, or (C) upon the sending thereof when sent by facsimile

with electronic confirmation of its receipt, in each case addressed to each party at its address set forth below or at such other address as has been furnished in writing by a party to the other by like notice:

If to Agent or to Wells Fargo as Lender at:

Wells Fargo Bank, National Association
150 South Wacker Drive
Chicago, Illinois 60606
Attention: Portfolio Manager - A.M. Castle
Telephone: 312-332-0420
Facsimile: 312-332-0424

If to a Lender other than Wells Fargo, as specified on the signature pages hereof or in the applicable Commitment Transfer Supplement.

If to any Borrower or any Loan Party:

A.M. Castle & Co.
1420 Kensington Road, Suite 220
Oak Brook, Illinois 60523
Attention: Chief Financial Officer
Telephone: 847-349-2577
Facsimile: 847-241-8204

17.7 Survival.

The obligations of Loan Parties under Sections 2.2(g), 3.6, 3.9, 4.19(h), 14.7, 17.5 and 17.10 shall survive termination of this Agreement and the Other Documents and Payment in Full of the Obligations.

17.8 Postponement of Subrogation, Etc. Rights.

Each Loan Party expressly agrees not to exercise, until Payment in Full of all of the Obligations, any and all rights of subrogation, reimbursement, indemnity, exoneration, contribution of any other claim which such Loan Party may now or hereafter have against the other Loan Parties or other Person directly or contingently liable for the Obligations hereunder, or against or with respect to the other Loan Parties' property (including, without limitation, any property which is Collateral for the Obligations), arising from the existence or performance of this Agreement.

17.9 Severability.

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, 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.

17.10 Expenses.

The Borrowers shall reimburse Agent upon demand (and, with respect to clause (a) below, Lenders) for all costs and expenses (including without limitation, travel expenses and out-of-pocket costs and expenses incurred by Agent in the disbursement of funds to Borrowers by wire transfer or

otherwise) paid or incurred by Agent (and, with respect to clause (a) below, Lenders) in connection with this Agreement and the Other Documents, including, without limitation:

(a) reasonable and documented attorneys' fees and disbursements incurred by Agent and, during the continuance of a Default or Event of Default, by Lenders (i) in all efforts made to enforce payment of any Obligations or collection of or other realization upon any Collateral, (ii) in defending or prosecuting any actions or proceedings arising out of or relating to this Agreement and the Other Documents, (iii) in connection with the enforcement of this Agreement or any Other Document, and (iv) in enforcing Agent's security interest in or Lien on any of the Collateral, whether through judicial proceedings or otherwise;

(b) reasonable and documented attorneys' fees and expenses, fees and expenses of financial accountants, advisors, consultants, appraisers and other professionals incurred by Agent and other costs and expenses incurred by Agent (i) in connection with the preparing, negotiating, entering into, performing or syndicating this Agreement and/or the Other Documents, any amendment, waiver, consent or other modification with respect thereto and the administration, work-out or enforcement of this Agreement and the Other Documents, (ii) in instituting, maintaining, preserving and foreclosing on Liens on any of the Collateral, whether through judicial proceedings or otherwise, (iii) in connection with any advice given to Agent with respect to its rights and obligations under this Agreement and all Other Documents or (iv) that Agent reasonably deems necessary or appropriate for the performance and fulfillment of its functions, powers, and obligations pursuant to this Agreement and the Other Documents; and

(c) subject to Section 4.9, reasonable fees and disbursements incurred by Agent in connection with any appraisals of Inventory, Equipment or other Collateral, field examinations, collateral analysis or monitoring or other business analysis conducted by outside Persons in connection with this Agreement and the Other Documents.

Agent may charge the Borrowers' Account for all fees and expenses payable under this Section 17.10. So long as no Cash Dominion Event exists, Agent agrees to provide notice to Administrative Borrower two (2) days' prior to charging Borrowers' Account for any such fees and expenses, which notice shall include a reasonably detained listing of such fees and expenses.

17.11 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, any remedy at law may prove to be inadequate relief to Agent and the 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.

17.12 Consequential Damages.

None of Agent, any Issuer, any Lender, nor any agent or attorney for any of them, shall be liable to any Loan Party for special, punitive, exemplary, indirect or consequential damages arising from any breach of contract, tort or other wrong relating to the establishment, administration or collection of the Obligations.

17.13 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.

17.14 Counterparts; Facsimile or Emailed 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 email transmission shall be deemed to be an original signature hereto.

17.15 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.

17.16 Confidentiality; Sharing Information.

(a) Agent, each Lender and each Transferee shall hold all non-public information designated as confidential and 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 , that , Agent, each Lender and each Transferee may disclose such confidential information (i) to its examiners, affiliates, outside auditors, counsel and other professional advisors, (ii) to Agent, any Lender or to any prospective Transferees and Purchasing Lenders (who agrees in writing or through electronic media to treat the information as confidential and use it solely in connection with a proposed transfer under Section 17.3), (iii) that ceases to be non-public information through no fault of Agent or any Lender, and (iv) as required or requested by any Governmental Body or representative thereof or pursuant to legal process; provided , further , that , (A) unless specifically prohibited by applicable law or court order, Agent, each Lender and each Transferee shall use reasonable efforts prior to disclosure thereof, to notify Administrative Borrower (on behalf of the Borrowers) of the applicable request for disclosure of such non-public information (1) by a Governmental Body or representative thereof (other than any such request in connection with an examination of the financial condition of Agent, a Lender or a Transferee by such Governmental Body) or (2) pursuant to legal process, and (B) 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 constituting possessory Collateral once all of the Obligations have been Paid in Full.

(b) 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 Agent, any Lender or by one or more Subsidiaries or Affiliates of Agent or such Lender and each Loan Party hereby authorizes Agent and each Lender to share any information delivered to Agent or such Lender by such Loan Party and its Subsidiaries pursuant to this Agreement, or in connection with the decision of Agent or such Lender to enter into this Agreement, to any such Subsidiary or Affiliate of Agent or

such Lender, it being understood that any such Subsidiary or Affiliate of Agent or any Lender receiving such information shall be bound by the provision of this Section 17.16 as if it were a Lender hereunder. Such authorization shall survive the repayment of the Obligations and the termination of this Agreement.

17.17 Publicity.

Each Loan Party hereby authorizes Agent to make appropriate announcements of the financial arrangement entered into among Loan Parties, Agent and Lenders, including, without limitation, 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. In addition, each Loan Party authorizes Agent to include each Loan Party's name and logo in select transaction profiles and client testimonials prepared by Agent for use in publications, company brochures and other marketing materials of Agent.

17.18 USA Patriot Act; Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada).

Each Lender subject to the USA PATRIOT Act (Title III of Pub.L. 107-56 (signed into law October 26, 2001), the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and any other applicable anti-money laundering, anti-terrorist financing government sanction and "know your client" laws (collectively, the " Acts ") hereby notifies Borrowers and Guarantors that pursuant to the requirements of the Acts, it is required to obtain, verify and record information that identifies each person or corporation who opens an account and/or enters into a business relationship with it, which information includes the name and address of Borrowers and Guarantors and other information that will allow such Lender to identify such person in accordance with the Acts and any other applicable law. Borrowers and Guarantors are hereby advised that any Advances or Letters of Credit hereunder are subject to satisfactory results of such verification.

17.19 Agent Titles.

Each Lender or other Person that is designated (in the preamble of this Agreement or otherwise) as "Arranger", "Bookrunner" or any title of any similar type shall not have any right, power, responsibility or duty under this Agreement or any of the Other Documents, other than those applicable to all Lenders (in the case of a Lender), and shall in no event be deemed to have any fiduciary relationship with any other Lender.

[SIGNATURE PAGES FOLLOW]

Each of the parties has signed this Agreement as of the day and year first above written.

BORROWERS :

A.M. CASTLE & CO.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President & Chief Financial Officer

TRANSTAR METALS CORP.
PARAMONT MACHINE COMPANY, LLC
TOTAL PLASTICS, INC.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President

ADVANCED FABRICATING TECHNOLOGY, LLC

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President & Treasurer

OLIVER STEEL PLATE CO.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Director & Treasurer

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

US BORROWER :

TUBE SUPPLY, LLC

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Director & Treasurer

CANADIAN BORROWERS :

A.M. CASTLE & CO. (CANADA) INC.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President-Finance, CFO & Treasurer

TUBE SUPPLY CANADA ULC

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Director and Treasurer

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

US GUARANTORS :

TRANSTAR INVENTORY CORP.

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Vice President

KEYSTONE TUBE COMPANY, LLC

By: /s/ Scott F. Stephens
Name: Scott F. Stephens
Title: Treasurer

[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page to Loan and Security Agreement - A.M. Castle]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

AGENT AND LENDER :

WELLS FARGO BANK, NATIONAL ASSOCIATION ,
as Agent, Swingline Lender and a Lender

By: /s/ Thomas Blackman
Name: Thomas Blackman
Title: Vice President

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

LENDERS :

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA,
an Ontario corporation,
as a Lender

By: /s/ Domenic Cosentino
Name: Domenic Cosention
Title: Vice President

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

BANK OF AMERICA, N.A.,
as a Lender

By: /s/ Brian J. Wright
Name: Brian J. Wright
Title: Senior Vice President

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

BANK OF AMERICA, N.A.
(acting through its Canada Branch),
as a Lender

By: /s/ Medina Sales De Andrade
Name: Medina Sales De Andrade
Title: Vice President

Address: 181 Bay Street
Toronto, Ontario
M5J 2V8

Facsimile: (312) 453-4041

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

REGIONS BANK,
as a Lender

By: /s/ Richard A. Gere
Name: Richard A. Gere
Title: Attorney in Fact

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

US BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Lynn Gosselin
Name: Lynn Gosselin
Title: Vice President

[Signature Page to Loan and Security Agreement - A.M. Castle]

US BANK NATIONAL ASSOCIATION,
CANADA BRANCH,
as a Lender

By: /s/ Joseph Rauhala
Name: Joseph Rauhala
Title: Principal Officer

[Signature Page to Loan and Security Agreement - A.M. Castle]

Exhibit A
to
Loan and Security Agreement

Form of Borrowing Base Certificate

[On file with Agent]

Exhibit B
to
Loan and Security Agreement

Form of Notice of Conversion

, 20

To: Wells Fargo Bank, National Association, as Agent
150 South Wacker Drive
Chicago, Illinois 60606
Attention: Portfolio Manager - A.M. Castle

Re: A.M. Castle & Co., et al.

Ladies and Gentlemen:

Reference is made to the Loan and Security Agreement, dated as of December 15, 2011, by and among A.M. CASTLE & CO., a corporation organized under the laws of the state of Maryland (" Parent " or " Administrative Borrower "), TRANSTAR METALS CORP., a corporation organized under the laws of the state of Delaware (" Transtar Metals "), ADVANCED FABRICATING TECHNOLOGY, LLC, a limited liability company organized under the laws of the state of Delaware (" AFT "), OLIVER STEEL PLATE CO., a corporation organized under the laws of the state of Delaware (" Oliver Steel "), PARAMONT MACHINE COMPANY, LLC, a limited liability company organized under the laws of the state of Delaware (" Paramont "), TOTAL PLASTICS, INC., a corporation organized under the laws of the state of Michigan (" TPI "), TUBE SUPPLY, LLC, a limited liability company organized under the laws of the state of Texas (" Tube Texas "; and together with Parent, Transtar Metals, AFT, Oliver Steel, Paramont, TPI and any other Person that is organized or formed under the laws of any of the United States that at any time becomes a US Borrower, each a " US Borrower " and collectively, the " US Borrowers "), A.M. CASTLE & CO. (CANADA) INC., a corporation organized under the laws of the province of Ontario, Canada (" Castle Canada "), TUBE SUPPLY CANADA ULC, an Alberta unlimited company organized under the laws of the province of Alberta, Canada (" Tube Canada "; and together with Castle Canada and any other Person that is organized or formed under the laws of Canada or any province thereof that at any time becomes a Canadian Borrower, each a " Canadian Borrower " and collectively, the " Canadian Borrowers "; and together with US Borrowers, each a " Borrower " and collectively, the " Borrowers "), certain affiliates of Borrowers party thereto as Guarantors, WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent (in such capacity, " Agent ") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the Secured Parties (as defined in the Loan Agreement), and the financial institutions from time to time party to the Loan Agreement as lenders (individually, each a " Lender " and collectively, " Lenders ") (as such Loan and Security Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the " Loan Agreement "). Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Loan Agreement.

Administrative Borrower hereby gives irrevocable notice, pursuant to Section 2.2(e) of the Loan Agreement, of its request to, on [INSERT DATE], convert a [US/Canadian] Base Rate Loan in the amount

of [Cdn] $ to a [XX] day [LIBOR/BA] Rate Loan in the amount of [Cdn] $][a [XX] day [LIBOR/BA] Rate Loan in the amount of [Cdn]$ to a [US/Canadian] Base Rate Loan in the amount of [Cdn]$].

Administrative Borrower hereby (a) represents and warrants that all of the conditions contained in Section 8.2 of the Loan Agreement have been satisfied on and as of the date hereof, and will continue to be satisfied on and as of the date of the conversion requested hereby, before and after giving effect thereto; (b) represents and warrants that Section 2.2(b) of the Loan Agreement shall have been satisfied on and as of the date hereof, and will continue to be satisfied on and as of the date of the conversion requested hereby, before and after giving effect thereto; and (c) reaffirms the continuation of Agent's Liens, on behalf of itself and Lenders, pursuant to the Loan Agreement.

Very truly yours,

A.M. CASTLE & CO. ,
as Administrative Borrower

By: _____
Name: _____
Title: _____

Exhibit C
to
Loan and Security Agreement

Form of Notice of Advance Request

, 20

To: Wells Fargo Bank, National Association, as Agent
150 South Wacker Drive
Chicago, Illinois 60606
Attention: Portfolio Manager - A.M. Castle

Re: A.M. Castle & Co., et al.

Ladies and Gentlemen:

Reference is made to the Loan and Security Agreement, dated as of December 15, 2011, by and among A.M. CASTLE & CO., a corporation organized under the laws of the state of Maryland (" Parent " or " Administrative Borrower "), TRANSTAR METALS CORP., a corporation organized under the laws of the state of Delaware (" Transtar Metals "), ADVANCED FABRICATING TECHNOLOGY, LLC, a limited liability company organized under the laws of the state of Delaware (" AFT "), OLIVER STEEL PLATE CO., a corporation organized under the laws of the state of Delaware (" Oliver Steel "), PARAMONT MACHINE COMPANY, LLC, a limited liability company organized under the laws of the state of Delaware (" Paramont "), TOTAL PLASTICS, INC., a corporation organized under the laws of the state of Michigan (" TPI "), TUBE SUPPLY, LLC, a limited liability company organized under the laws of the state of Texas (" Tube Texas "; and together with Parent, Transtar Metals, AFT, Oliver Steel, Paramont, TPI and any other Person that is organized or formed under the laws of any of the United States that at any time becomes a US Borrower, each a " US Borrower " and collectively, the " US Borrowers "), A.M. CASTLE & CO. (CANADA) INC., a corporation organized under the laws of the province of Ontario, Canada (" Castle Canada "), TUBE SUPPLY CANADA ULC, an Alberta unlimited company organized under the laws of the province of Alberta, Canada (" Tube Canada "; and together with Castle Canada and any other Person that is organized or formed under the laws of Canada or any province thereof that at any time becomes a Canadian Borrower, each a " Canadian Borrower " and collectively, the " Canadian Borrowers "; and together with US Borrowers, each a " Borrower " and collectively, the " Borrowers "), certain affiliates of Borrowers party thereto as Guarantors, WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent (in such capacity, " Agent ") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the Secured Parties (as defined in the Loan Agreement), and the financial institutions from time to time party to the Loan Agreement as lenders (individually, each a " Lender " and collectively, " Lenders ") (as such Loan and Security Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the " Loan Agreement "). Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Loan Agreement.

Administrative Borrower hereby gives irrevocable notice, pursuant to Section 2.2(a) of the Loan Agreement, that it requests a Revolving Advance under the Loan Agreement, and that in connection therewith, sets forth below the terms on which such Revolving Advance is requested to be made:

(A) Principal amount of Advance:

(B) Date of Advance
(which is a Business Day):

(C) Type of Advance: **[[US/Canadian] Base Rate Loan][[LIBOR/BA]]**

(D) Interest Period and the last day thereof:(1)

(E) Name of Borrower on whose behalf such
request is made:

Administrative Borrower hereby (a) represents and warrants that all of the conditions contained in Section 8.2 of the Loan Agreement have been satisfied on and as of the date hereof, and after giving effect to the Advance requested hereby; (b) represents and warrants that Section 2.2 of the Loan Agreement shall have been satisfied on and as of the date hereof, and after giving effect to the Advance requested hereby; and (c) reaffirms the continuation of Agent's Liens, on behalf of itself and Lenders, pursuant to the Loan Agreement.

Very truly yours,

A.M. CASTLE & CO.,
as Administrative Borrower

By: _____
Name: _____
Title: _____

(1) To be inserted if a LIBOR Rate Loan or BA Rate Loan and shall be subject to the definition of "Interest Period" in the Loan Agreement.

Exhibit D
to
Loan and Security Agreement

Form of Line Decrease Notice

, 20

To: Wells Fargo Bank, National Association, as Agent
150 South Wacker Drive
Chicago, Illinois 60606
Attention: Portfolio Manager - A.M. Castle

Re: A.M. Castle & Co., et al.

Ladies and Gentlemen:

Reference is made to the Loan and Security Agreement, dated as of December 15, 2011, by and among A.M. CASTLE & CO., a corporation organized under the laws of the state of Maryland (" Parent " or " Administrative Borrower "), TRANSTAR METALS CORP., a corporation organized under the laws of the state of Delaware (" Transtar Metals "), ADVANCED FABRICATING TECHNOLOGY, LLC, a limited liability company organized under the laws of the state of Delaware (" AFT "), OLIVER STEEL PLATE CO., a corporation organized under the laws of the state of Delaware (" Oliver Steel "), PARAMONT MACHINE COMPANY, LLC, a limited liability company organized under the laws of the state of Delaware (" Paramont "), TOTAL PLASTICS, INC., a corporation organized under the laws of the state of Michigan (" TPI "), TUBE SUPPLY, LLC, a limited liability company organized under the laws of the state of Texas (" Tube Texas "; and together with Parent, Transtar Metals, AFT, Oliver Steel, Paramont, TPI and any other Person that is organized or formed under the laws of any of the United States that at any time becomes a US Borrower, each a " US Borrower " and collectively, the " US Borrowers "), A.M. CASTLE & CO. (CANADA) INC., a corporation organized under the laws of the province of Ontario, Canada (" Castle Canada "), TUBE SUPPLY CANADA ULC, an Alberta unlimited company organized under the laws of the province of Alberta, Canada (" Tube Canada "; and together with Castle Canada and any other Person that is organized or formed under the laws of Canada or any province thereof that at any time becomes a Canadian Borrower, each a " Canadian Borrower " and collectively, the " Canadian Borrowers "; and together with US Borrowers, each a " Borrower " and collectively, the " Borrowers "), certain affiliates of Borrowers party thereto as Guarantors, WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent (in such capacity, " Agent ") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the Secured Parties (as defined in the Loan Agreement), and the financial institutions from time to time party to the Loan Agreement as lenders (individually, each a " Lender " and collectively, " Lenders ") (as such Loan and Security Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the " Loan Agreement "). Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Loan Agreement.

This letter constitutes the Line Decrease Notice and is delivered in accordance with Section 2.21 of the Loan Agreement, and by delivery hereof, Administrative Borrower hereby exercises its right pursuant to Section 2.21 of the Loan Agreement to irrevocably decrease the Maximum Credit to $ and irrevocably

decrease the Canadian Revolving Loan Maximum Amount to $, subject to all of the terms and conditions of Section 2.21 of the Loan Agreement.

Very truly yours,

A.M. CASTLE & CO.,
as Administrative Borrower

By: _____
Name: _____
Title: _____

Exhibit E-1
to
Loan and Security Agreement

Form of Revolving Credit Note for US Borrowers

[NAME OF LENDER]

REVOLVING CREDIT NOTE FOR US BORROWERS

$ New York, New York
, 2011

FOR VALUE RECEIVED, the undersigned (the " **US Borrowers** "), HEREBY PROMISES TO PAY to the order of [NAME OF LENDER] (" **Lender** "), at the offices of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as agent (in such capacity, together with its successors and assigns, " **Agent** ") pursuant to the Loan Agreement (as defined below) acting for and on behalf of the Secured Parties (as defined in the Loan Agreement), at its address at 150 South Wacker Drive, Chicago, Illinois 60606, or at such other place as Agent may designate from time to time in writing, in lawful money of the United States of America and in immediately available funds, the amount of DOLLARS AND NO CENTS ($) or, if less, the aggregate unpaid amount of all Revolving Advances (as defined in the Loan Agreement) made to the undersigned under the Loan Agreement. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

This Revolving Credit Note is a Note issued pursuant to that certain Loan and Security Agreement, dated of even date herewith, by and among the US Borrowers, certain affiliates of the US Borrowers, Agent, Lender and the other financial institutions party thereto as Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, modified, supplemented, extended, renewed, restated, refinanced, restructured or replaced, the " **Loan Agreement** "), and is entitled to the benefit and security of the Loan Agreement and all of the Other Documents referred to therein. Reference is hereby made to the Loan Agreement for a statement of all of the terms and conditions under which the Revolving Advances evidenced hereby are made and are to be repaid. The date and amount of each Revolving Advance made by Lender to the US Borrowers, the rates of interest applicable thereto and each payment made on account of the principal thereof, shall be recorded by Agent on its books; provided , that , the failure of Agent to make any such recordation shall not affect the obligations of the US Borrowers to make a payment when due of any amount owing under the Loan Agreement or this Revolving Credit Note in respect of the Revolving Advances made by Lender to the US Borrowers.

The principal amount of the indebtedness evidenced hereby shall be payable in the amounts and on the dates specified in the Loan Agreement, the terms of which are hereby incorporated herein by reference. Interest thereon shall be paid until such principal amount is paid in full at such interest rates and at such times, and pursuant to such calculations, as are specified in the Loan Agreement. In no event shall the interest payable hereon, whether before or after maturity, exceed the maximum amount of interest which, in accordance with the laws of the State of New York, may be contracted for, or received on this Note. The indebtedness evidenced hereby and all other amounts payable hereunder shall be the joint and several obligations of the US Borrowers.

If any payment on this Revolving Credit Note becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

Upon and after the occurrence of any Event of Default, this Revolving Credit Note may, in accordance with the Loan Agreement, and without demand, notice or legal process of any kind, be declared, and immediately shall become, due and payable.

Time is of the essence of this Revolving Credit Note. Demand, presentment, protest and notice of nonpayment and protest are hereby waived by the US Borrowers.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THIS REVOLVING CREDIT NOTE MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS OF THE LOAN AGREEMENT. TRANSFERS OF THIS REVOLVING CREDIT NOTE MUST BE RECORDED IN THE REGISTER MAINTAINED BY AGENT PURSUANT TO THE TERMS OF THE LOAN AGREEMENT.

THIS REVOLVING CREDIT NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

A.M. CASTLE & CO.

By: _____
Name: _____
Title: _____

TRANSTAR METALS CORP.

By: _____
Name: _____
Title: _____

ADVANCED FABRICATING TECHNOLOGY, LLC

By: _____
Name: _____
Title: _____

OLIVER STEEL PLATE CO.

By: _____
Name: _____
Title: _____

PARAMONT MACHINE COMPANY, LLC

By: _____
Name: _____
Title: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

TOTAL PLASTICS, INC.

By: _____
Name: _____
Title: _____

TUBE SUPPLY, LLC

By: _____
Name: _____
Title: _____

Exhibit E-2
to
Loan and Security Agreement

Form of Revolving Credit Note for Canadian Borrowers

[NAME OF LENDER]

REVOLVING CREDIT NOTE FOR CANADIAN BORROWERS

$ New York, New York
, 2011

FOR VALUE RECEIVED, the undersigned (the " **Canadian Borrowers** "), HEREBY PROMISES TO PAY to the order of [NAME OF LENDER] (" **Lender** "), at the offices of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as agent (in such capacity, together with its successors and assigns, " **Agent** ") pursuant to the Loan Agreement (as defined below) acting for and on behalf of the Secured Parties (as defined in the Loan Agreement), at its address at 150 South Wacker Drive, Chicago, Illinois 60606, or at such other place as Agent may designate from time to time in writing, in lawful money of the United States of America or Canada, as applicable, and in immediately available funds, the amount of the US Dollar Equivalent of $ DOLLARS AND NO CENTS ($) or, if less, the aggregate unpaid amount of all Revolving Advances (as defined in the Loan Agreement) made to the undersigned under the Loan Agreement. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

This Revolving Credit Note is a Note issued pursuant to that certain Loan and Security Agreement, dated of even date herewith, by and among the Canadian Borrowers, certain affiliates of the Canadian Borrowers, Agent, Lender and the other financial institutions party thereto as Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, modified, supplemented, extended, renewed, restated, refinanced, restructured or replaced, the " **Loan Agreement** "), and is entitled to the benefit and security of the Loan Agreement and all of the Other Documents referred to therein. Reference is hereby made to the Loan Agreement for a statement of all of the terms and conditions under which the Revolving Advances to Canadian Borrowers evidenced hereby are made and are to be repaid. The date and amount of each Revolving Advance made by Lender to the Canadian Borrowers, the rates of interest applicable thereto and each payment made on account of the principal thereof, shall be recorded by Agent on its books; provided , that , the failure of Agent to make any such recordation shall not affect the obligations of the Canadian Borrowers to make a payment when due of any amount owing under the Loan Agreement or this Revolving Credit Note in respect of the Revolving Advances made by Lender to the Canadian Borrowers.

The principal amount of the indebtedness evidenced hereby shall be payable in the amounts and on the dates specified in the Loan Agreement, the terms of which are hereby incorporated herein by reference. Interest thereon shall be paid until such principal amount is paid in full at such interest rates and at such times, and pursuant to such calculations, as are specified in the Loan Agreement. In no event shall the interest payable hereon, whether before or after maturity, exceed the maximum amount of interest which, in accordance with the laws of the State of New York, may be contracted for, or received on this Note. The

indebtedness evidenced hereby and all other amounts payable hereunder shall be the joint and several obligations of the Canadian Borrowers.

If any payment on this Revolving Credit Note becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension.

Upon and after the occurrence of any Event of Default, this Revolving Credit Note may, in accordance with the Loan Agreement, and without demand, notice or legal process of any kind, be declared, and immediately shall become, due and payable.

Time is of the essence of this Revolving Credit Note. Demand, presentment, protest and notice of nonpayment and protest are hereby waived by the Canadian Borrowers.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THIS REVOLVING CREDIT NOTE MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS OF THE LOAN AGREEMENT. TRANSFERS OF THIS REVOLVING CREDIT NOTE MUST BE RECORDED IN THE REGISTER MAINTAINED BY AGENT PURSUANT TO THE TERMS OF THE LOAN AGREEMENT.

THIS REVOLVING CREDIT NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

A.M. CASTLE & CO. (CANADA) INC.

By: _____
Name: _____
Title: _____

TUBE SUPPLY CANADA ULC

By: _____
Name: _____
Title: _____

Exhibit 9.7
to
Loan and Security Agreement

Form of Compliance Certificate

, 20

To: Wells Fargo Bank, National Association, as Agent
150 South Wacker Drive
Chicago, Illinois 60606
Attention: Portfolio Manager - A.M. Castle

Ladies and Gentlemen:

I hereby certify to you pursuant to Section **[** 9.7 **][** 9.8 **]** of the Loan Agreement (as defined below) as follows:

1. I am the duly elected Chief Financial Officer of A.M. CASTLE & CO., a corporation organized under the laws of the state of Maryland ("Administrative Borrower"). Capitalized terms used herein without definition shall have the meanings given to such terms in the Loan and Security Agreement, dated as of December 15, 2011, by and among Administrative Borrower, TRANSTAR METALS CORP., a corporation organized under the laws of the state of Delaware (" Transtar Metals "), ADVANCED FABRICATING TECHNOLOGY, LLC, a limited liability company organized under the laws of the state of Delaware (" AFT "), OLIVER STEEL PLATE CO., a corporation organized under the laws of the state of Delaware (" Oliver Steel "), PARAMONT MACHINE COMPANY, LLC, a limited liability company organized under the laws of the state of Delaware (" Paramont "), TOTAL PLASTICS, INC., a corporation organized under the laws of the state of Michigan (" TPI "), TUBE SUPPLY, LLC, a limited liability company organized under the laws of the state of Texas (" Tube Texas "; and together with Parent, Transtar Metals, AFT, Oliver Steel, Paramont, TPI and any other Person that is organized or formed under the laws of any of the United States that at any time becomes a US Borrower, each a " US Borrower " and collectively, the " US Borrowers "), A.M. CASTLE & CO. (CANADA) INC., a corporation organized under the laws of the province of Ontario, Canada (" Castle Canada "), TUBE SUPPLY CANADA ULC, an Alberta unlimited company organized under the laws of the province of Alberta, Canada (" Tube Canada "; and together with Castle Canada and any other Person that is organized or formed under the laws of Canada or any province thereof that at any time becomes a Canadian Borrower, each a " Canadian Borrower " and collectively, the " Canadian Borrowers "; and together with US Borrowers, each a " Borrower " and collectively, the " Borrowers "), certain affiliates of Borrowers party thereto as Guarantors, WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, in its capacity as agent (in such capacity, " Agent ") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the Secured Parties (as defined in the Loan Agreement), and the financial institutions from time to time party to the Loan Agreement as lenders (individually, each a " Lender " and collectively, " Lenders ") (as such Loan and Security Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the " Loan

Agreement "). Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Loan Agreement.

2. On behalf of Loan Parties, I have reviewed the terms of the Loan Agreement, and have made, or have caused to be made under my supervision, a review in reasonable detail of the transactions and the financial condition of Loan Parties and their Subsidiaries during the immediately preceding fiscal **[** quarter **][** year **]** .

3. The review described in Section 2 above did not disclose the existence during or at the end of such fiscal **[** quarter **][** year **]** , and I have no knowledge of the existence and continuance on the date hereof, of any condition or event which constitutes a Default or an Event of Default, except as set forth on Schedule I attached hereto. Described on Schedule I attached hereto are the exceptions, if any, to this Section 3 listing, in detail, the nature of the condition or event, the period during which it has existed and the action which any Loan Party has taken, is taking, or proposes to take with respect to such condition or event.

4. On behalf of Loan Parties, I further certify that, based on the review described in Section 2 above, no Loan Party nor any of its Subsidiaries has at any time during or at the end of such fiscal **[** quarter **][** year **]** , except as specifically described on Schedule II attached hereto or as permitted by the Loan Agreement, done any of the following:

(a) Changed its respective corporate name, or transacted business under any trade name, style, or fictitious name, other than those previously described to you and set forth in the Loan Agreement or the Other Documents.

(b) Changed the location of its chief executive office, changed its jurisdiction of incorporation, changed its type of organization or changed the location of or disposed of any of its properties or assets or established any new asset locations except as permitted under the Loan Agreement.

(c) Permitted or suffered to exist any security interest in or liens on any of its properties, whether real or personal, other than a Permitted Encumbrance.

5. Attached hereto as Schedule III are the calculations used in determining, as of the end of such period whether Loan Parties are in compliance with the covenants set forth in Sections 6.8 (if applicable) and 7.6 of the Loan Agreement for such period.

6. Attached hereto as Schedule IV are the calculations used in determining, as of the end of such period, the Quarterly Average Undrawn Availability for such period.

The foregoing certifications are made and delivered this day of , 20 .

Very truly yours,

A.M. CASTLE & CO.,
as Administrative Borrower

By: _____
Name: _____
Title: _____

Schedule C-1
to
Loan and Security Agreement

Commitments

Lenders	US Commitment	Canadian Commitment (*)	Swingline Commitment
Wells Fargo Bank, National Association	$ 30,000,000	$ 0	$ 10,000,000
Wells Fargo Finance Corporation Canada	$ 0	$ 11,000,000	$ 0
Bank of America, N.A.	$ 25,000,000	$ 0	$ 0
Bank Of America, N.A. (acting through its Canada Branch)	$ 0	$ 5,000,000	
Regions Bank	$ 25,000,000	$ 0	$ 0
US Bank, National Association	$ 20,000,000	$ 0	$ 0
U.S. Bank National Association, Canada Branch	$ 0	$ 4,000,000	
Total:	$ 100,000,000	$ 20,000,000	$ 10,000,000

(*) The Canadian Commitment is a sublimit of the US Commitment.

Schedule R-1
to
Loan and Security Agreement

Real Property

Owned Real Property

Owner	Property Address
A. M. Castle & Co.	3900 Pinson Valley Parkway, Birmingham, AL 35217
Keystone Tube Company, LLC	3400 N. Wolf Road, Franklin Park, IL 60131
A. M. Castle & Co.	70 Quinsigamond Avenue, Worcester, MA 01610
A. M. Castle & Co.	3100 82 nd Lane N.E., Blaine, MN 55449
A. M. Castle & Co.	11125 Metromont Parkway, Charlotte, NC 28269
A. M. Castle & Co.	26800 Miles Road, Bedford Heights, OH 44146
A. M. Castle & Co.	299 Canal Road, Fairless, PA 19030
A. M. Castle & Co.	2602 Pinewood Drive, Grand Prairie, TX 75051
A. M. Castle & Co.	6501 Bingle Road, Houston, TX 77092
Total Plastics, Inc.	1652 Gezon Parkway, Grand Rapids, MI 49509
A. M. Castle & Co. (Canada) Inc.	520 Mercy Street, Selkirk Manitoba, R1A 0A2

Leased Real Property

Lessee	Address
A. M. Castle & Co.	2302 E. Magnolia Street, Suite A, Phoenix, AZ 85034
A. M. Castle & Co.	14001 Orange Avenue, Paramount, CA 90723
A. M. Castle & Co.	1625 Tillie Lewis Drive, Stockton, CA 95206
A. M. Castle & Co.	1420 Kensington Road, Suite 220, Oak Brook, IL 60523
A. M. Castle & Co.	4527 Columbia Ave., Hammond, IN 46327
A. M. Castle & Co.	3050 S. Hydraulic, Wichita, KS 67216
A. M. Castle & Co.	128 Thru-Way Parkway, Broussard, LA 70508
A. M. Castle & Co.	136 Dwight Rd., Longmeadow, MA
A. M. Castle & Co.	6100 Stilwell Street, Kansas City, MO 64120
A. M. Castle & Co.	4412 Dixie Highway, Fairfield, OH 45014
A. M. Castle & Co.	1134-A N. Garnett Road, Tulsa, OK 74116
A. M. Castle & Co.	19500 Texas State Hwy 249 Ste 260, Houston, TX 77092
A. M. Castle & Co.	20826 68 th Avenue South, Kent, WA 98032
A. M. Castle & Co.	5323 N. 118 th Court, Milwaukee, WI 53225
A. M. Castle & Co.	2150 Argentia Road, Mississauga, Ontario, L5N 2K7
A. M. Castle & Co. (Canada) Inc.	3635 Thatcher Avenue, Saskatoon, SK
A. M. Castle & Co. (Canada) Inc.	835 Selkirk Avenue, Pointe Claire, Quebec
A. M. Castle & Co. (Canada) Inc.	5515 - 42 Street, Edmonton, Alberta T6B 3P2
Advanced Fabricating Technology, LLC	687 Byrne Industrial Drive, Rockford, MI 49341
Oliver Steel Plate Co.	7851 Bavaria Road, Twinsburg, OH 44087
Paramont Machine Company, LLC	963 Commercial Ave., SE, New Philadelphia, OH 44663
Total Plastics, Inc.	203-F Kelsey Lane, Tampa, FL 33619
Total Plastics, Inc.	505 Busse Road, Elk Grove Village, IL 60007

Total Plastics, Inc.	7508 Honeywell Drive Fort Wayne, IN 46825
Total Plastics, Inc.	3316 Pogosa Court., Indianapolis, IN 46226
Total Plastics, Inc.	5242 Pulaski Highway, Baltimore, MD 21205
Total Plastics, Inc.	2810 North Burdick St., Kalamazoo, MI 49004
Total Plastics, Inc.	1661 Northfield Dr., Rochester Hills, MI 48309
Total Plastics, Inc.	1313 Old Kings Hwy, Maple Shade, NJ 08691
Total Plastics, Inc.	590 Franklin Avenue, Mt. Vernon, NY 10550
Total Plastics, Inc.	17851 Englewood Dr., Middleburg Heights, OH 44130
Total Plastics, Inc.	7561 B Derry St, Harrisburg, PA 17111
Total Plastics, Inc.	1800 Columbus Avenue, Pittsburgh, PA 15233
Total Plastics, Inc.	1518 Pontiac Avenue, Cranston, RI
Total Plastics, Inc.	3311 N. Park Blvd 10, Suite A, Alcoa, TN 37701
Transtar Metals Corp.	14400 South Figueroa St., Gardena, CA 92048
Transtar Metals Corp.	12 Cascade Blvd., Orange, CT 06477
Transtar Metals Corp.	15 Executive Boulevard, Orange, CT 06477
Transtar Metals Corp.	3745 Cherokee Street, Suite 202, Kennesaw, GA 30144
Transtar Metals Corp.	2950 All Hallows, Wichita, KS
Transtar Metals Corp.	4611 East 31st Street South, Wichita, KS
Transtar Metals Corp.	2100 Design Road Suite 120, Arlington, TX
Tube Supply, LLC	5169 Ashley Court, Houston, Texas 77041
Tube Supply, LLC	4669 Brittmoore Road, Houston, Texas 77041
Tube Supply, LLC	11441 Brittmoore Park Dr., Houston, Texas 77041
Tube Supply, LLC	5500 Crawford, Houston, Texas 77041
Tube Supply Canada ULC	2503-84 Avenue Sherwood Park, Edmonton, Alberta, Canada T6P 1K1

Schedule L-1
to
Loan and Security Agreement

Existing Letters of Credit

Loan Party	Beneficiary	L/C Number	L/C Amount	Expiration Date
A. M. Castle & Co.	Div Oak Brook Property	60056039	$ 500,000	Jan. 7, 2012
A. M. Castle & Co.	Merrill Lynch Commodities	68059700	$ 3,000,000	Dec 2, 2012
A. M. Castle & Co.	Royal Bank of Canada	68045784	$ 859,659	March 1, 2012
A. M. Castle & Co.	Royal Bank of Scotland	68022461	$ 650,000	May 31, 2012
A. M. Castle & Co.	Sentry Insurance	7273987	$ 900,000	July 1, 2012

Schedule 2.3
to
Loan and Security Agreement

Payment Account; Disbursement of Advance Proceeds

[Provided to Agent pursuant to separate side letter.]

Schedule 4.4
to
Loan and Security Agreement

Equipment and Inventory Locations

Address
3900 Pinson Valley Parkway, Birmingham, AL 35217
3400 N. Wolf Road, Franklin Park, IL 60131
70 Quinsigamond Avenue, Worcester, MA 01610
3100 82 nd Lane N.E., Blaine, MN 55449
11125 Metromont Parkway, Charlotte, NC 28269
26800 Miles Road, Bedford Heights, OH 44146
299 Canal Road, Fairless, PA 19030
2602 Pinewood Drive, Grand Prairie, TX 75051
6501 Bingle Road, Houston, TX 77092
1652 Gezon Parkway, Grand Rapids, MI 49509
2302 E. Magnolia Street, Suite A, Phoenix, AZ 85034
14001 Orange Avenue, Paramount, CA 90723
1625 Tillie Lewis Drive, Stockton, CA 95206
1420 Kensington Road, Suite 220, Oak Brook, IL 60523
4527 Columbia Ave., Hammond, IN 46327
3050 S. Hydraulic, Wichita, KS 67216
128 Thru-Way Parkway, Broussard, LA 70508
136 Dwight Rd., Longmeadow, MA
6100 Stilwell Street, Kansas City, MO 64120
4412 Dixie Highway, Fairfield, OH 45014
1134-A N. Garnett Road, Tulsa, OK 74116
19500 Texas State Hwy 249 Ste 260, Houston, TX 77092
20826 68 th Avenue South, Kent, WA 98032
5323 N. 118 th Court, Milwaukee, WI 53225
2150 Argentia Road, Mississauga, Ontario, L5N 2K7
3635 Thatcher Avenue, Saskatoon, SK
835 Selkirk Avenue, Pointe Claire, Quebec
5515 - 42 Street, Edmonton, Alberta T6B 3P2
687 Byrne Industrial Drive, Rockford, MI 49341
7851 Bavaria Road, Twinsburg, OH 44087
963 Commercial Ave., SE, New Philadelphia, OH 44663
203-F Kelsey Lane, Tampa, FL 33619
505 Busse Road, Elk Grove Village, IL 60007
7508 Honeywell Drive Fort Wayne, IN 46825
3316 Pogosa Court., Indianapolis, IN 46226
5242 Pulaski Highway, Baltimore, MD 21205
2810 North Burdick St., Kalamazoo, MI 49004
1661 Northfield Dr., Rochester Hills, MI 48309
1313 Old Kings Hwy, Maple Shade, NJ 08691
590 Franklin Avenue, Mt. Vernon, NY 10550

Address
17851 Englewood Dr., Middleburg Heights, OH 44130
7561 B Derry St, Harrisburg, PA 17111
1800 Columbus Avenue, Pittsburgh, PA 15233
1518 Pontiac Avenue, Cranston, RI
3311 N. Park Blvd 10, Suite A, Alcoa, TN 37701
14400 South Figueroa St., Gardena, CA 92048
12 Cascade Blvd., Orange, CT 06477
15 Executive Boulevard, Orange, CT 06477
3745 Cherokee Street, Suite 202, Kennesaw, GA 30144
2950 All Hallows, Wichita, KS
4611 East 31st Street South, Wichita, KS
2100 Design Road Suite 120, Arlington, TX
5169 Ashley Court, Houston, Texas 77041
4669 Brittmoore Road, Houston, Texas 77041
11441 Brittmoore Park Dr., Houston, Texas 77041
5500 Crawford, Houston, Texas 77041
2503-84 Avenue Sherwood Park, Edmonton, Alberta, Canada T6P 1K1
8411 Irvington Blvd, Houston, 77022
1018 Rankin Road, Houston, TX
2186 Grand Caillou Road, Houma, LA 70363
301 Redmond Rd., Houma, LA 70363

Schedule 4.14(c)
to
Loan and Security Agreement

Location of Chief Executive Offices

Loan Party	Chief Executive Office	Location of Books and Records If Maintained At Location Other Than Chief Executive Office
A. M. Castle & Co.	1420 Kensington Road–Suite 220 Oak Brook, IL 60523	n/a
A. M. Castle & Co. (Canada) Inc.	2150 Argentia Road Mississauga, Ontario L5N 2K7	1420 Kensington Road–Suite 220 Oak Brook, IL 60523
Advanced Fabricating Technology, LLC	687 Byrne Industrial Drive Rockford, MI 49341	1420 Kensington Road–Suite 220 Oak Brook, IL 60523
Keystone Tube Company, LLC	1420 Kensington Road–Suite 220 Oak Brook, IL 60523	n/a
Oliver Steel Plate Co.	7851 Bavaria Road Twinsburg, OH 44087	1420 Kensington Road–Suite 220 Oak Brook, IL 60523
Paramont Machine Company, LLC	963 Commercial Ave., SE New Philadelphia, OH 44663	1420 Kensington Road–Suite 220 Oak Brook, IL 60523
Total Plastics, Inc.	2810 N. Burdick St. Kalamazoo, MI 49004	1420 Kensington Road–Suite 220 Oak Brook, IL 60523
Transtar Inventory Corp.	1420 Kensington Road–Suite 220 Oak Brook, IL 60523	n/a
Transtar Metals Corp.	1420 Kensington Road–Suite 220 Oak Brook, IL 60523	n/a
Tube Supply, LLC	5169 Ashley Court Houston, Texas 77041	n/a
Tube Supply Canada ULC	2503-84 Avenue Sherwood Park, Edmonton, Alberta, Canada T6P 1K1	5169 Ashley Court Houston, Texas 77041

Schedule 5.2(a)
to
Loan and Security Agreement

Jurisdictions of Qualification and Good Standing

Name	Jurisdiction of Organization/ Formation	Organizational Number	Jurisdiction(s) of Qualification
A. M. Castle & Co.	Maryland	D06269054	Alabama, Arizona, California, Connecticut, Georgia, Illinois, Indiana, Iowa, Kansas, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New York, North Carolina, Ohio, Oklahoma, Pennsylvania, Texas, Utah, Virginia, Washington, Wisconsin
A. M. Castle & Co. (Canada) Inc.	Ontario	1059457	British Columbia, Alberta, Manitoba
Advanced Fabricating Technology, LLC	Delaware	3204135	Michigan
Keystone Tube Company, LLC	Delaware	3282878	Illinois
Oliver Steel Plate Co.	Delaware	2909138	Ohio
Paramont Machine Company, LLC	Delaware	2997764	Ohio
Total Plastics, Inc.	Michigan	104600	Florida, Georgia, Illinois, Indiana, Maryland, Massachusetts, Michigan, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Tennessee
Transtar Inventory Corp.	Delaware	3602970	California
Transtar Metals Corp.	Delaware	3600075	Arkansas, California, Connecticut, Delaware, Georgia, Kansas, Louisiana, New York, Texas, Virginia, Washington
Tube Supply, LLC	Texas	801519984	None
Tube Supply Canada ULC	Alberta	2014350983	None

Schedule 5.2(b)
to
Loan and Security Agreement

Subsidiaries

Parent	Subsidiary
A. M. Castle Metals UK, Limited	Aerospace Metals Europe Limited
A. M. Castle Metals UK, Limited	Aerospace Metals Europe, S.A.
A. M. Castle Metals UK, Limited	AMESA Limited
A. M. Castle Metals UK, Limited	Castle Metals UK Limited
A. M. Castle Metals UK, Limited	K.K.S. (Stainless Steel) Co. Limited
A. M. Castle Metals UK, Limited	Metals Group Limited
A. M. Castle Metals UK, Limited	Metals UK Group Limited
A. M. Castle & Co.	A. M. Castle Metals UK, Limited
A. M. Castle & Co.	A. M. Castle & Co. (Canada) Inc.
A. M. Castle & Co.	A. M. Castle & Co. (Singapore) Pte. Ltd.
A. M. Castle & Co.	A. M. Castle Metal Materials (Shanghai) Co., Ltd.
A. M. Castle & Co.	Castle Metals de Mexico, S.A. de C.V.
A. M. Castle & Co.	Datamet, Inc.
A. M. Castle & Co.	Depot Metal, LLC
A. M. Castle & Co.	HY-Alloy Steels Company
A. M. Castle & Co.	Keystone Service, Inc.
A. M. Castle & Co.	Keystone Tube Company, LLC
A. M. Castle & Co.	KSI, LLC
A. M. Castle & Co.	Oliver Steel Plate Co.
A. M. Castle & Co.	Pacific Metals Company
A. M. Castle & Co.	Total Plastics, Inc.
A. M. Castle & Co.	Transtar Metals Corp.
A. M. Castle & Co.	Tube Supply, LLC
A. M. Castle & Co. (Canada) Inc.	Tube Supply Canada ULC
Castle Metals UK Limited	Aerospace Metals Europe, S.A.
Castle Metals UK Limited	Metals Group Inc.
Depot Metal, LLC	Kreher Steel Company, LLC
Kreher Steel Company, LLC	Kreher Wire Processing, Inc.
Kreher Steel Company, LLC	Special Metals, Inc.
Metals UK Group Limited	E. Harding & Sons Limited
Metals UK Group Limited	LOKS Plasma Services Limited
Total Plastics, Inc.	Advanced Fabricating Technology, LLC
Total Plastics, Inc.	Paramont Machine Company, LLC
Transtar Metals Corp.	Transtar Inventory Corp.
Transtar Metals Corp.	Transtar Marine Corp.
Transtar Metals Corp.	Transtar Metals Limited
Transtar Metals Limited	Transtar Metals (France)

Schedule 5.4
to
Loan and Security Agreement

Federal Tax Identification Number

Loan Party	FEIN
A. M. Castle & Co.	360879160
A. M. Castle & Co. (Canada) Inc.	n/a
Advanced Fabricating Technology, LLC	38-3526125
Keystone Tube Company, LLC	36-4388746
Oliver Steel Plate Co.	38-4238992
Paramont Machine Company, LLC	34-1890456
Total Plastics, Inc.	38-2203149
Transtar Inventory Corp.	43-2009648
Transtar Metals Corp.	82-0575906
Tube Supply, LLC	76-0184113
Tube Supply Canada ULC	n/a

Schedule 5.6
to
Loan and Security Agreement

Corporate Names / Prior Names

Former Names

Loan Party	Former Name	Date of Change
Tube Supply Canada ULC	Tube Supply Canada Limited	Nov 6, 2008
Tube Supply, LLC	Tube Supply, Inc.	Closing Date

Acquisitions in Past 5 Years

1. Merger of Transtar Metals Holdings, Inc. into Transtar Metals Corp., with Transtar Metals Corp. as the surviving entity, dated as of July 24, 2007.

2. Merger of Transtar Intermediate Holdings #2, Inc. into Transtar Metals Corp., with Transtar Metals Corp. as the surviving entity, dated as of July 24, 2007.

3. Merger of Castle SPFD, LLC into A. M. Castle & Co., as the surviving entity, dated as of December 3, 2007.

4. Merger of Castle IND MGR, Inc. into A. M. Castle & Co., as the surviving entity, dated as of December 3, 2007.

5. Acquisition of Tube Supply, Inc. and Tube Supply Canada ULC by A. M. Castle & Co. as of the Closing Date.

Schedule 5.8(b)
to
Loan and Security Agreement

Litigation / Commercial Tort Claims / Money Borrowed

1. Note issued by Transtar Metals Limited in favor of A. M. Castle & Co in the amount of $352,387.00.

2. Note issued by A. M. Castle & Co. (Canada) Inc. in favor of A. M. Castle & Co in the amount of $26,500,000.

3. Note issued by A. M. Castle Metals UK, Limited in favor of A. M. Castle & Co in the amount of $26,370,581.71

4. Notes issued by Castle Metals de Mexico, S.A. de C.V. for the benefit of Bank of America, N.A. and its affiliates including Bank of America Mexico, S.A. Institución de Banca Múltiple, Grupo Financiero Bank of America, with an outstanding balance of $500,000, guaranteed by A. M. Castle & Co.

Schedule 5.8(d)
to
Loan and Security Agreement

Plans

None.

Schedule 5.8(e)
to
Loan and Security Agreement

Canadian Pension and Employee Plans

None.

Schedule 5.9
to
Loan and Security Agreement

Intellectual Property, Source Code Escrow Agreements

Owner	Description	Intellectual Property Type	Registration #	Registration Date	Class	Country
A. M. Castle & Co.	Castle Metals Quik Guide Alloy Steel Bars	Copyright	A 816722	1/12/1977	N/A	USA
A. M. Castle & Co.	Castle Metals-Stock Catalogue	Copyright	A 875677	7/18/1977	N/A	USA
A. M. Castle & Co.	Starweld Tubing	Copyright	A 911815	11/14/1977	N/A	USA
A. M. Castle & Co.	Outside Sales Representative Training Program - Steel Plate Products	Copyright	TX 0-625-908	6/18/1980	N/A	USA
A. M. Castle & Co.	Outside Sales Representative Training Program - Steel Plate Products Territory Plan Book	Copyright	TX 0-625-909	6/18/1980	N/A	USA
A. M. Castle & Co.	Inside Sales Representative Training Program - Steel Plate Products Workbook	Copyright	TX 0-625-910	6/18/1980	N/A	USA
A. M. Castle & Co.	Inside Sales Representative Training Program - Steel Plate Products	Copyright	TX 0-625-911	6/18/1980	N/A	USA
A. M. Castle & Co.	Outside Sales Representative Training Program - Steel Plate Products Administrator’s Manual	Copyright	TX 0-625-912	6/18/1980	N/A	USA
A. M. Castle & Co.	Inside Sales Representatives Training Program - Steel Plate Products Administrators’ Manual	Copyright	TX 0-662-011	6/18/1980	N/A	USA
A. M. Castle & Co.	Outside & Inside Sales Representative Training Program - Stainless Steel Bar Products Administrator’s Manual	Copyright	TX 0-987-081	10/7/1982	N/A	USA
A. M. Castle & Co.	Inside Sales Representative Training Program - Stainless Steel Bar Products Workbook	Copyright	TX 0-987-082	10/7/1982	N/A	USA

Owner	Description	Intellectual Property Type	Registration #	Registration Date	Class	Country
A. M. Castle & Co.	Inside sales representative training program, stainless steel bar products: prework assignment	Copyright	TX 0-987-083	10/7/1982	N/A	USA
A. M. Castle & Co.	Outside Sales Representative Training Program - Stainless Steel Bar Update Prework Assignment	Copyright	TX 1-001-811	10/7/1982	N/A	USA
A. M. Castle & Co.	Outside Sales Representative Training Program - Stainless Steel Bar Updates Territory Plan Book	Copyright	TX 1-001-812	10/7/1982	N/A	USA
A. M. Castle & Co.	Castle Metals Alloy Catalogue	Copyright	TX 1-075-354	6/11/1982	N/A	USA
A. M. Castle & Co.	Castle Metals Inside Sales Representative Training Program - Nickel Alloy Products Prework Assignment	Copyright	TX 1-075-355	12/10/1982	N/A	USA
A. M. Castle & Co.	Castle Metals Outside Sales Representative Training Program - Nickel Alloy Products Territory Plan Book	Copyright	TX 1-075-356	12/10/1982	N/A	USA
A. M. Castle & Co.	Castle Metals Outside Sales Representative Training Program - Nickel Alloy Products Prework Assignment	Copyright	TX 1-075-357	12/10/1982	N/A	USA
A. M. Castle & Co.	Castle Metals Inside Sales Representative Training Program - Nickel Alloy Products Workbook	Copyright	TX 1-075-358	12/10/1982	N/A	USA
A. M. Castle & Co.	Castle Metals Outside & Inside Sales Representative Training Program - Nickel Alloy Products Administrator’s Manual	Copyright	TX 1-075-359	12/10/1982	N/A	USA
A. M. Castle & Co.	Hy-Alloys Steels Company Catalogue	Copyright	TX 1-109-429	10/4/1982	N/A	USA
A. M. Castle & Co.	Castle Metals Tube-Pipe Catalog	Copyright	TX 2-116-469	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Alloy Catalog	Copyright	TX 2-118-500	7/22/1987	N/A	USA
A. M. Castle & Co.	Call Castle for Tubing. Especially Dom.	Copyright	TX 2-118-959	7/20/1987	N/A	USA
A. M. Castle & Co.	Call Castle For Stainless Steel Bars	Copyright	TX 2-118-960	7/20/9187	N/A	USA

Owner	Description	Intellectual Property Type	Registration #	Registration Date	Class	Country
A. M. Castle & Co.	Call Castle For Metals, Especially to Better Your Bottom Line	Copyright	TX 2-118-961	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Doesn't Make Steel Plate, But We're The One to Call to Make If You Make It With Steel Plate.	Copyright	TX 2-118-962	7/20/1987	N/A	USA
A. M. Castle & Co.	Call Castle for Alloy Bars	Copyright	TX 2-120-564	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Nickel Alloys	Copyright	TX 2-120-585	7/23/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Titanium	Copyright	TX 2-121-356	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Copper Brass & Bronze	Copyright	TX 2-121-357	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Stainless Steel Bars	Copyright	TX 2-121-358	7/20/1987	N/A	USA
A. M. Castle & Co.	Call Castle For Metals. Especially to Better Your Bottom Line	Copyright	TX 2-121-359	7/20/1987	N/A	USA
A. M. Castle & Co.	Call Castle for Tubing. Especially D O M.	Copyright	TX 2-121-360	7/20/1987	N/A	USA
A. M. Castle & Co.	Hy-Alloy Steels Co. Catalog	Copyright	TX 2-121-364	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Stainless Steel Bars	Copyright	TX 2-124-131	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Cold Finished Carbon Steel Bars	Copyright	TX 2-124-132	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Alloy Steel Bars	Copyright	TX 2-124-133	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Alloy For Aerospace	Copyright	TX 2-124-134	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Carbon & Alloy Rough Turned Steel Bars	Copyright	TX 2-124-135	7/20/1987	N/A	USA
A. M. Castle & Co.	Metaline Electronic Order Entry	Copyright	TX 2-124-162	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Nickel Alloys	Copyright	TX 2-126-049	7/23/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Alloy Catalog	Copyright	TX 2-127-934	8/5/1987	N/A	USA
A. M. Castle & Co.	Call Castle for Alloy Bars	Copyright	TX 2-139-138	7/20/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Catalog	Copyright	TX 2-150-475	9/3/1987	N/A	USA
A. M. Castle & Co.	Castle Metals Policy Learning Guide	Copyright	TX 2-157-596	9/24/1987	N/A	USA

Owner	Description	Intellectual Property Type	Registration #	Registration Date	Class	Country
A. M. Castle & Co.	Castle Metals Quik Guide Aluminum Cold Finished Rod & Bar	Copyright	TX 2-181-733	3/24/1986	N/A	USA
A. M. Castle & Co.	Call Castle For Stainless Steel Bars	Copyright	TX 2-181-739	12/24/1984	N/A	USA
A. M. Castle & Co.	Call Castle For High Nickel Alloys	Copyright	TX 2-187-532	12/15/1984	N/A	USA
A. M. Castle & Co.	What's New?...	Copyright	TX 2-207-916	10/30/1987	N/A	USA
A. M. Castle & Co.	Hydra Brite Hydraulic Line Tubing	Copyright	TX 2-278-736	3/21/1988	N/A	USA
A. M. Castle & Co.	Castle Giants	Copyright	TX 2-294-263	12/30/1987	N/A	USA
A. M. Castle & Co.	Quik Guide Carbon & Alloy Tubing	Copyright	TX 2-294-297	2/19/1988	N/A	USA
A. M. Castle & Co.	Castle Metals Cut-Off Lathe	Copyright	TX 2-328-646	3/1/1988	N/A	USA
A. M. Castle & Co.	Plate Facility to Serve the Great Southwest	Copyright	TX 2-328-982	7/29/1988	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Alloy Steel Bars	Copyright	TX 2-402-998	9/14/1988	N/A	USA
A. M. Castle & Co.	Your Alloy Advantage Castle Metals	Copyright	TX 2-413-785	9/6/1988	N/A	USA
A. M. Castle & Co.	Alloy A-286 Alloys for Aerospace	Copyright	TX 2-431-668	10/6/1988	N/A	USA
A. M. Castle & Co.	Announcing A New Castle Metals Location	Copyright	TX 2-448-591	11/2/1988	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Aluminum Plate	Copyright	TX 2-467-693	12/2/1988	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Aluminum Plate & Extruded Rod & Bar	Copyright	TX 2-483-544	12/12/1988	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Garbon & Alloy Plate	Copyright	TX 2-506-545	2/13/1984	N/A	USA
A. M. Castle & Co.	Your Alloy Advantage - Machinability	Copyright	TX 2-507-331	2/2/1989	N/A	USA
A. M. Castle & Co.	We're First Again Supercut 150	Copyright	TX 2-512-452	8/25/1988	N/A	USA
A. M. Castle & Co.	Supercut 150 Specifications	Copyright	TX 2-512-453	9/14/1988	N/A	USA
A. M. Castle & Co.	Turn to Castle for Great Savings	Copyright	TX 2-524-505	3/9/1989	NA	USA
A. M. Castle & Co.	Alloys For Aerospace	Copyright	TX 2-528-481	3/8/1989	N/A	USA
A. M. Castle & Co.	Great In Stainless Plate	Copyright	TX 2-555-608	4/11/1989	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Copper Brass & Bronze	Copyright	TX 2-555-858	4/11/1989	N/A	USA
A. M. Castle & Co.	New Dimensions In Flats!	Copyright	TX 2-574-503	1/18/1990	N/A	USA
A. M. Castle & Co.	Castle Giants - Some Very Big Reasons Why Castle Metals Is Great In Plate	Copyright	TX 2-576-414	4/26/1989	N/A	USA

Owner	Description	Intellectual Property Type	Registration #	Registration Date	Class	Country
A. M. Castle & Co.	Castle Metals Quik Guide - Alloy Steel Bars	Copyright	TX 2-577-729	5/10/1989	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide - Titanium	Copyright	TX 2-577-730	5/15/1989	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Alloy Steel	Copyright	TX 2-612-114	7/10/1989	N/A	USA
A. M. Castle & Co.	Castle Metals Quik Guide Processing	Copyright	TX 2-616-173	7/12/1989	N/A	USA
A. M. Castle & Co.	EDI - The Wave Of The Future	Copyright	TX 2-633-254	8/9/1989	N/A	USA
A. M. Castle & Co.	Quik Guide Products	Copyright	TX 2-747-823	12/27/1989	N/A	USA
A. M. Castle & Co.	Cal-Al	Copyright	TX 2-747-831	1/11/1990	N/A	USA
A. M. Castle & Co.	One Hundred Years Ago, We Supplied Metals To People Breaking New Frontiers	Copyright	TX 2-747-909	11/8/1989	N/A	USA
A. M. Castle & Co.	Quik Guide - Stainless Steel Bars	Copyright	TX 2-747-910	12/27/1989	N/A	USA
A. M. Castle & Co.	Only From The Alloy Professionals	Copyright	TX 2-748-240	11/27/1989	N/A	USA
A. M. Castle & Co.	New Dimensions In Flats!	Copyright	TX 2-754-503	1/30/1990	N/A	USA
A. M. Castle & Co.	Alloys For Aerospace	Copyright	TX 2-789-914	2/13/1990	N/A	USA
A. M. Castle & Co.	Telcut	Copyright	TX 2-792-501	3/13/1990	N/A	USA
A. M. Castle & Co.	The Electronic Castle Metals	Copyright	TX 2-805-862	2/13/1990	N/A	USA
A. M. Castle & Co.	Quik Guide Cold Finished Carbon Steel Bars	Copyright	TX 2-838-507	8/2/1990	N/A	USA
A. M. Castle & Co.	Castle Metals Financial Management Training Program Unit 1 Financial Management Concepts *Revised	Copyright	TX 3-408-701	2/1/1983	N/A	USA
HY-Alloy Steels Co.	hA Block Design B/W	Trademark	1,128,438	12/25/1979	42	USA
A. M. Castle & Co.	The One Call To Make If You Make It With Metal	Servicemark	1,218,678	11/30/1982	42	USA
A. M. Castle & Co.	(ROOK) Castle Metals The One Call to Make if you Make it with Metal.	Servicemark	1,218,679	11/30/1982	42	USA
A. M. Castle & Co.	HY-ALLOY (BLOCK hA) STEELS	Servicemark	1,272,222	3/27/1984	42	USA
A. M. Castle & Co.	ROOK DESIGN IN CIRCLE	Servicemark	1,297,178	9/18/1984	42	USA
A. M. Castle & Co.	CASTLE METALS	Servicemark	1,336,048	5/14/1985	42	USA
A. M. Castle & Co.	hA [BLOCK]	Servicemark	1,336,058	5/14/1985	42	USA
A. M. Castle & Co.	Metalink	Servicemark	1,494,616	6/28/1988	42	USA
A. M. Castle & Co.	Processed With Pride	Servicemark	1,868,639	12/20/1994	40	USA
A. M. Castle & Co.	HA Industries (BLOCK)	Servicemark	2,053,333	4/15/1997	40	USA
A. M. Castle & Co.	Quik Buy	Servicemark	2,093,452	9/2/1997	42	USA

Owner	Description	Intellectual Property Type	Registration #	Registration Date	Class	Country
Total Plastics, Inc.	Total Plastics, Inc.	Servicemark	2,112,867	11/11/1997	42	USA
Total Plastics, Inc.	TPI	Servicemark	2,120,410	12/9/1997	42	USA
A. M. Castle & Co.	Castle Advanced Materials SPG	Servicemark	2,130,876	1/20/1998	42	USA
A. M. Castle & Co.	StressFree	Servicemark	2,248,378	5/25/1999	35	USA
A. M. Castle & Co.	STRESSFree [BOLD]	Servicemark	2,248,387	5/25/1999	35	USA
A. M. Castle & Co.	WE MAKE A GOOD PLATE GREAT	Servicemark	2,672,116	1/7/2003	40	USA
A. M. Castle & Co.	STRESSFREE with Smoke Design	Servicemark	2,534,390	1/29/2002	35	USA
A. M. Castle & Co.	CMQ	Servicemark	2,314,848	2/1/2000	35	USA
A. M. Castle & Co.	The Bar Professionals	Servicemark	2,920,641	1/25/2005	35	USA
Total Plastics, Inc.	The Plastics Store	Servicemark	3,080,973	4/11/2006	35	USA
Total Plastics, Inc.	The Plastics store (red and black)	Servicemark	3,088,906	5/2/2006	34	USA
A. M. Castle & Co.	#1 Your First Choice in… Plate (BLOCK)	Servicemark	3,314,426	10/16/2007	35	USA
A. M. Castle & Co.	#1 Your First Choice in Plate	Servicemark	3,321,166	10/23/2007	35	USA
A. M. Castle & Co.	Oliver	Servicemark	3,477,543	7/29/2008	40	USA
A. M. Castle & Co.	Oliver Steel Plate	Servicemark	3,473,178	7/22/2008	40	USA
A. M. Castle & Co.	Castle Design	Servicemark	3,466,370	7/15/2008	40	USA
A. M. Castle & Co.	CASTLE METALS	Servicemark	3,466,369	7/15/2008	40	USA
A. M. Castle & Co.	CASTLE METALS PLUS	Servicemark	3,896,853	12/28/2010	42	USA
A. M. Castle & Co.	Supercut 150	Trademark	3,297,988	9/25/2007	6	USA
A. M. Castle & Co.	(ROOK) Castle Metals	Trademark	1,009,462	4/29/1975	6	USA
A. M. Castle & Co.	Procut	Trademark	2,482,989	8/28/2001	6	USA
A. M. Castle & Co.	Truhard	Trademark	1,841,174	6/21/1994	6	USA
A. M. Castle & Co.	Ultra-Tuff	Trademark	1,796,753	10/5/1993	6	USA
A. M. Castle & Co.	ROOK BLACK & WHITE CIRCLE IN SQUARE	Trademark	1,338,782	6/4/1985	6	USA
A. M. Castle & Co.	ROOK BLACK & WHITE - CIRCLE	Trademark	1,295,685	9/18/1984	6	USA
A. M. Castle & Co.	PURECUT	Trademark	1,681,773	4/7/1992	6	USA
A. M. Castle & Co.	Purecut 40	Trademark	1,658,801	10/1/1991	6	USA
A. M. Castle & Co.	Purecut 20	Trademark	1,655,225	9/3/1991	6	USA
A. M. Castle & Co.	TELCUT	Trademark	1,932,161	10/31/1995	6	USA
A. M. Castle & Co.	Telcut 40	Trademark	1,654,717	8/27/1991	6	USA
A. M. Castle & Co.	CPR-H	Trademark	2,373,599	8/1/2000	6	USA
A. M. Castle & Co.	CPR	Trademark	2,373,598	8/1/2000	6	USA

Owner	Description	Intellectual Property Type	Registration #	Registration Date	Class	Country
A. M. Castle & Co.	Formable 400F	Trademark	2,385,887	9/12/2000	6	USA
A. M. Castle & Co.	SUPERCUT 150 and DESIGN	Trademark	1,544,169	6/20/1989	6	USA
A. M. Castle & Co.	OLIVER STEEL PLATE & Design	Trademark	3,576,860	2/17/2009	6	USA
A. M. Castle & Co.	OLIVER	Trademark	3,573,220	2/10/2009	6	USA
A. M. Castle & Co.	Q and DESIGN	Servicemark	1,509,629	10/18/1988	6	USA
A. M. Castle & Co.	METAL EXPRESS	Servicemark	2,091,773	8/26/1997	42	USA
A. M. Castle & Co.	HA Design [SHADED H] (Canada)	Trademark	355,830	5/12/1989	46	Canada
A. M. Castle & Co.	HA DESIGN [SHADED A] (Canada)	Trademark	355,839	5/12/1989	46	Canada
A. M. Castle & Co.	ROOK IN CIRCLE (Canada)	Trademark	358,007	6/30/1989	46	Canada
A. M. Castle & Co.	Metaline (Canada)	Trademark	357,679	6/30/1989	46	Canada
A. M. Castle & Co.	Q & ROOK Design (Canada)	Trademark	360,429	9/15/1989	46	Canada
A. M. Castle & Co.	HY-ALLOY [HA DESIGN] STEELS (Canada)	Trademark	349,591	12/23/1988	46	Canada
A. M. Castle & Co.	[ROOK IN CIRCLE] CASTLE METALS (Canada)	Trademark	357,849	6/30/1989	46	Canada
A. M. Castle & Co.	The One to Call if You Make it With Metal (Canada)	Trademark	344,674	9/9/1988	46	Canada
A. M. Castle & Co.	Castle Metals (Canada)	Trademark	344,673	9/9/1988	46	Canada
A. M. Castle & Co.	ROOK IN CIRCLE DESIGN (Canada)	Trademark	346,095	10/7/1988	46	Canada
A. M. Castle & Co.	[ROOK IN CIRCLE] CASTLE METALS - The one call to make if you make it with metal (Canada)	Trademark	346,195	10/14/1988	46	Canada
A. M. Castle & Co.	INNOVATIVE SUPPLY-CHAIN SOLUTION FOR YOUR SPECIALTY METALS NEEDS (Canada)	Trademark	1,517,749	3/4/2011		Canada
A. M. Castle & Co.	CASTLE METALS (China)	Trademark	6,553,994	8/7/2010	40	China
A. M. Castle & Co.	Castle Design (China)	Trademark	6,553,656	3/28/2010	40	China
A. M. Castle & Co.	CASTLE METALS (China)	Trademark Application	6,553,997	9/28/2010	35	China
A. M. Castle & Co.	Castle Design (China)	Trademark Application	6,553,996	9/28/2010	35	China
A. M. Castle & Co.	CASTLE METALS (China)	Trademark Application	6,553,998	2/15/2008	6	China
A. M. Castle & Co.	Castle Design (China)	Trademark	6,553,995	3/28/2010	6	China
A. M. Castle & Co.	CASTLE METALS (European Community)	Trademark	6,561,121	1/8/2008	6-40-42	European Community

Owner	Description	Intellectual Property Type	Registration #	Registration Date	Class	Country
A. M. Castle & Co.	CASTLE DESIGN (European Community)	Trademark	6,583,926	1/16/2008	6-40-42	European Community
A. M. Castle & Co.	INNOVATIVE SUPPLY-CHAIN SOLUTION FOR YOUR SPECIALTY METALS NEEDS (European Community)	Trademark	009788415	3/4/2011		European Community
A. M. Castle & Co.	CASTLE METALS (Mexico)	Trademark	504,223	11/1/2004	42	Mexico
A. M. Castle & Co.	CASTLE (Mexico)	Trademark	497,189	1/12/2005	6	Mexico
A. M. Castle & Co.	Castle Design (Mexico)	Trademark	514,648	1/12/2005	6	Mexico
A. M. Castle & Co.	PURECUT (Mexico)	Trademark	496,128	1/12/2005	6	Mexico
A. M. Castle & Co.	TRUHARD (Mexico)	Trademark	496,129	1/12/2005	6	Mexico
A. M. Castle & Co.	ULTRA-TUFF (Mexico)	Trademark	196,127	1/12/2005	6	Mexico
A. M. Castle & Co.	B&W Castle Design w/o denomination (MEXICO)	Trademark	654,120	11/16/2004	42	Mexico
A. M. Castle & Co.	INNOVATIVE SUPPLY-CHAIN SOLUTION FOR YOUR SPECIALTY METALS NEEDS (Mexico)	Trademark	1,160,485	App.3/4/11	35	Mexico

Domain Names

amcastle.co.uk
amcastle.com
amcastle.com.mx
amcastle.de
amcastle.net
Ame-sa.com
castledirect.com
castle-direct.com
castlemetals.co.uk
castlemetals.com
castlemetalsaerospace.com

castlemetalsdirect.com
castlemetalsuk.co.uk
castlemetalsuk.com
castlemetalsuk.de
castlemetalsuk.fr
castlesystem.com
cutterprecision.com
devamcastle.com
e-castlemetals.com
eharding.co.uk
Ehardings.com
haindustries.com
hyalloy.com
kksstainless.co.uk
KKSStainless.com
lean-duplex.co.uk
Loksplasma.co.uk
loksprofiles.co.uk
loks-profiles.co.uk
loks-profiles.com
metalsgroupinc.com
metalsgroupindia.com
MetalsUK.com
oliversteel.com
pioneeraluminum.com
themetalsgroup.com
tiernay.com
transtarmetals.com
tubesupply.ca
tubesupply.com
tubesupply.net
tubesupply.org
tubesupply.us

aftechintl.com
aftech-intl.com
paramontmachinecompany.com
plasticsdistributor.com
pmcplastic.com
sfsgonline.biz
sfsgonline.com
storefixturesolutionsgroup.com
theplasticsstore.com
totalplastics.biz
totalplastics.com
totalplastics.org
totalplastics.us

Trade Names

1. Castle Metals
2. Castle Metals Aerospace
3. Castle Metals Oil & Gas
4. Castle Metals Plate
5. Store Fixture Solutions Group
6. Pontiac Plastics & Supply Co., Inc.
7. Plastic Depot, Inc.

Intellectual Property Licenses

None.

Schedule 5.13
to
Loan and Security Agreement

Labor Disputes

None.

Schedule 5.21
to
Loan and Security Agreement

Material Contracts

None.

Schedule 5.22
to
Loan and Security Agreement

Capital Structure

Parent	Subsidiary	Jurisdiction of Formation	Class of Shares	Shares Outstanding	% Owned
A. M. Castle Metals UK, Limited	Aerospace Metals Europe Limited	United Kingdom	Ordinary Shares	1	100%
A. M. Castle Metals UK, Limited	Aerospace Metals Europe, S.A.	Spain - Bilbao	Ordinary Shares	15,000	10%
A. M. Castle Metals UK, Limited	AMESA Limited	United Kingdom	Common Stock	1	100%
A. M. Castle Metals UK, Limited	Castle Metals UK Limited	United Kingdom	Percentage Ownership Interest	100	100%
A. M. Castle Metals UK, Limited	K.K.S. (Stainless Steel) Co. Limited	United Kingdom	Percentage Ownership Interest	100	100%
A. M. Castle Metals UK, Limited	Metals Group Limited	United Kingdom	Common Stock	1,000	100%
A. M. Castle Metals UK, Limited	Metals UK Group Limited	United Kingdom	Common Stock	1,000	100%
A. M. Castle & Co.	A. M. Castle Metals UK, Limited	United Kingdom	Common Stock	1	100%
A. M. Castle & Co.	A. M. Castle & Co. (Canada) Inc.	Ontario	Common Stock	100	100%
A. M. Castle & Co.	A. M. Castle & Co. (Singapore) Pte. Ltd.	Singapore	Common Stock	1	100%
A. M. Castle & Co.	A. M. Castle Metal Materials (Shanghai) Co., Ltd.	Shanghai	Percentage Ownership Interest	100	100%
A. M. Castle & Co.	Castle Metals de Mexico, S.A. de C.V.	Mexico	Percentage Ownership Interest	100	100%
A. M. Castle & Co.	Datamet, Inc.	Illinois	Common Stock	1,000	100%
A. M. Castle & Co.	Depot Metal, LLC	Delaware	Percentage Ownership Interest	100	50%
A. M. Castle & Co.	HY-Alloy Steels Company	Delaware	Common Stock	10	100%
A. M. Castle & Co.	Keystone Service, Inc.	Indiana	Common Stock	10,000	100%
A. M. Castle & Co.	Keystone Tube Company, LLC	Delaware	Percentage Ownership Interest	100	100%
A. M. Castle & Co.	KSI, LLC	Indiana	Common Stock	10,000	100%
A. M. Castle & Co.	Oliver Steel Plate Co.	Delaware	Common Stock	1,000	100%
A. M. Castle & Co.	Pacific Metals Company	California	Common Stock	1,000	100%

A. M. Castle & Co.	Total Plastics, Inc.	Michigan	Common Stock	510	100%
A. M. Castle & Co.	Transtar Metals Corp.	Delaware	Common Stock	1,000	100%
A. M. Castle & Co.	Tube Supply, LLC	Texas	Membership Interests	n/a	100%
A. M. Castle & Co. (Canada) Inc.	Tube Supply Canada ULC	Alberta	Class “A” Common shares	1,120	100%
Castle Metals UK Limited	Aerospace Metals Europe, S.A.	Spain - Bilbao	Ordinary Shares	15,000	90%
Castle Metals UK Limited	Metals Group Inc.	Texas	Common Stock	100,000	100%
Depot Metal, LLC	Kreher Steel Company, LLC	Delaware	Percentage Ownership Interest	100	100%
Kreher Steel Company, LLC	Kreher Wire Processing, Inc.	Delaware	Percentage Ownership Interest	100	100%
Kreher Steel Company, LLC	Special Metals, Inc.	Oklahoma	Common Shares	25,000	100%
Metals UK Group Limited	E. Harding & Sons Limited	United Kingdom	Percentage Ownership Interest	100	100%
Metals UK Group Limited	LOKS Plasma Services Limited	United Kingdom	Common Stock	1,000	100%
Total Plastics, Inc.	Advanced Fabricating Technology, LLC	Delaware	Membership Units	1,000	100%
Total Plastics, Inc.	Paramont Machine Company, LLC	Delaware	Percentage Ownership Interest	100	100%
Transtar Metals Corp.	Transtar Inventory Corp.	Delaware	Common Stock	1,000	100%
Transtar Metals Corp.	Transtar Marine Corp.	Delaware	Common Stock	1,000	100%
Transtar Metals Corp.	Transtar Metals Limited	United Kingdom	Cumulative Redeemable Preference Shares	3,528,160	100%
Transtar Metals Corp.	Transtar Metals Limited	United Kingdom	Ordinary Shares	5,497,491	100%
Transtar Metals Corp.	Transtar Metals Limited	United Kingdom	Redeemable Preference Shares	500,000	100%
Transtar Metals Limited	Transtar Metals (France)	France	Percentage Ownership Interest	100	100%

Schedule 5.23
to
Loan and Security Agreement

Bank Accounts

[Provided to Agent pursuant to separate side letter.]

Schedule 7.2
to
Loan and Security Agreement

Existing Liens

Debtor	Secured Party	Lien Type	Jurisdiction/State	Original File Date/ File Number	Collateral
A. M. Castle & Co.	AT&T Capital Services, Inc.	UCC	Delaware SOS	4/25/2003 #31067142 Continuation filed 2/29/08 Amendment filed 4/1/08	Equipment Lease
A. M. Castle & Co.	Ameritech Credit Corporation	UCC	Delaware SOS	11/17/2003 #33009159 Continuation filed 9/3/08	Equipment Lease
A. M. Castle & Co.	Ameritech Credit Corporation	UCC	Delaware SOS	3/15/2004 #40722621 Continuation filed 12/3/08	Equipment Lease
A. M. Castle & Co.	Ameritech Credit Corporation	UCC	Delaware SOS	7/11/2005 #52121698 Continuation filed 4/6/10	Equipment Lease
A. M. Castle & Co.	Ameritech Credit Corporation	UCC	Delaware SOS	9/13/2005 #52825496 Continuation filed 8/4/10	Equipment Lease

Debtor	Secured Party	Lien Type	Jurisdiction/State	Original File Date/ File Number	Collateral
A. M. Castle & Co.	Ameritech Credit Corporation	UCC	Delaware SOS	9/13/2005 #52825561 Continuation filed 7/9/10	Equipment Lease
A. M. Castle & Co.	Ameritech Credit Corporation	UCC	Delaware SOS	10/28/2005 #53369353 Continuation filed 7/9/10	Equipment Lease
A. M. Castle & Co.	General Electric Capital Corporation	UCC	Delaware SOS	12/21/2005 #53972966	Equipment Lien
A. M. Castle & Co.	AT&T Capital Services, Inc.	UCC	Delaware SOS	3/13/2006 #60844514	Equipment Lease
A. M. Castle & Co.	AT&T Capital Services, Inc.	UCC	Delaware SOS	7/11/2006 #62389278 Amendment filed 11/28/06	Equipment Lease
A. M. Castle & Co.	General Electric Capital Corporation	UCC	Delaware SOS	7/14/2009 #92260112	Equipment Lien
A. M. Castle & Co.	AT&T Capital Services, Inc.	UCC	Delaware SOS	9/11/2009 #92919907	Equipment Lease
A. M. Castle & Co.	TW Metals, Inc.	UCC	Maryland SOS	10/28/2002 #0000000181134390 Continuation filed 8/6/07	Equipment Lien
A. M. Castle & Co.	General Electric Capital Corporation	UCC	Maryland SOS	4/1/2004 #0000000181185644 Continuation filed 1/20/09	Equipment Lien
A. M. Castle & Co.	Sysix Financial, LLC	UCC	Maryland SOS	6/4/2008 #0000000181344205	Goods & Equipment
A. M. Castle & Co.	Citicorp Leasing, Inc.	UCC	Maryland SOS	9/18/2008 #0000000181353302	Equipment Lien

Debtor	Secured Party	Lien Type	Jurisdiction/State	Original File Date/ File Number	Collateral
A. M. Castle & Co.	Sysix Financial, LLC	UCC	Maryland SOS	2/3/2009 #0000000181363180	Goods & Equipment
A. M. Castle & Co.	Cisco Systems Capital Corporation	UCC	Maryland SOS	1/22/2010 #0000000181387413	Equipment Lease
A. M. Castle & Co.	Lease Corporation of America	UCC	Maryland SOS	1/31/2011 #0000000181413170	Equipment Lease
A. M. Castle & Co.	General Electric Capital Corporation	UCC	Maryland SOS	5/16/2011 #0000000181420588	Equipment Lien
Total Plastics, Inc.	IOS Capital	UCC	Michigan SOS	5/20/2007 #2007080285-4	Equipment Lease
Total Plastics, Inc.	IOS Capital	UCC	Michigan SOS	5/22/2007 #2007082716-1	Equipment Lease
Total Plastics, Inc.	IKON Financial SVCS	UCC	Michigan SOS	9/23/2007 #2007148800-9	Equipment Lien
Total Plastics, Inc.	Crown Credit Company	UCC	Michigan SOS	4/11/2008 #2008056423-0	Equipment Lien
Total Plastics, Inc.	TMI Compressed Air Systems, Inc.	UCC	Michigan SOS	1/22/2010 #2010010389-7	Equipment Lien
Transtar Metals Corp.	General Electric Capital Corporation	UCC	Delaware SOS	6/22/2006 #62152338 Amendment filed 8/7/06 Continuation filed 3/24/11	Equipment Lease
Transtar Metals Corp.	Greater Bay Bank N.A.	UCC	Delaware SOS	12/8/2006 #64293437	Equipment Lien
Transtar Metals Corp.	Greater Bay Bank N.A.	UCC	Delaware SOS	8/9/2007 #2007 3032595	Equipment Lien
Transtar Metals Corp.	NMHG Financial Services, Inc.	UCC	Delaware SOS	9/4/2007 #2007 3350237	Equipment Lease

Debtor	Secured Party	Lien Type	Jurisdiction/State	Original File Date/ File Number	Collateral
Transtar Metals Corp.	Citicorp Leasing, Inc.	UCC	Delaware SOS	11/30/2007 #2007 4531447	Equipment Lien
Transtar Metals Corp.	Greater Bay Bank N.A.	UCC	Delaware SOS	2/4/2008 #2008 0411668	Equipment Lease
Tube Supply, Inc.	NMHG Financial Services, Inc.	UCC	Texas SOS	2/15/2005 #050004879225 Continuation filed 8/25/09 Amendment filed 8/25/09	Equipment Lease
Tube Supply, Inc.	NMHG Financial Services, Inc.	UCC	Texas SOS	4/18/2005 #050011967847 Continuation filed 2/18/10	Equipment Lease
Tube Supply, Inc.	Dell Financial Services, L.P.	UCC	Texas SOS	10/31/2005 #050033752297 Continuation filed 10/14/10	Equipment Lien

Schedule 7.8
to
Loan and Security Agreement

Existing Indebtedness

1. Note issued by Transtar Metals Limited in favor of A. M. Castle & Co in the amount of $352,387.00.

2. Note issued by A. M. Castle & Co. (Canada) Inc. in favor of A. M. Castle & Co in the amount of $26,500,000.

3. Note issued by A. M. Castle Metals UK, Limited in favor of A. M. Castle & Co in the amount of $26,370,581.71

4. Notes issued by Castle Metals de Mexico, S.A. de C.V. for the benefit of Bank of America, N.A. and its affiliates including Bank of America Mexico, S.A. Institución de Banca Múltiple, Grupo Financiero Bank of America, with an outstanding balance of $500,000, guaranteed by A. M. Castle & Co.

Schedule 8.3
to
Loan and Security Agreement

Post-Closing Deliveries

Loan Parties shall deliver or cause to be delivered to Agent, or shall have taken or caused to have been taken, in form and substance reasonably satisfactory to Agent, as promptly as possible following the date hereof, but in any event no later than the dates referred to below with respect to each such item (or such later date as Agent shall agree in writing subject to the terms of Section 5.19), the items or actions set forth below:

1. on or before December 20, 2011, deliver to Agent a filed acknowledgment copy of the Statement of Event or Fact filed with the Secretary of State of the State of Texas with respect to the conversion on the Closing Date of Tube Supply, Inc., a Texas corporation, into Tube Supply, LLC, a Texas limited liability company, pursuant to Chapter 10 of the Texas Business Organization Code (the "Conversion"), acknowledging that the conditions to effectiveness of the Conversion have been fully satisfied;

2. on or before December 20, 2011, deliver, or cause to be delivered, to Agent, a Certificate of Liability Insurance and an Additional Insured Endorsement with respect to Canadian Borrowers, which adds both Agent and Wells Fargo Canada as additional insureds under the insurance policy;

3. on or before January 15, 2012, deliver, or cause to be delivered, to Agent lenders loss payable endorsements with respect to each of the property insurance policies issued to Loan Parties and issued for the benefit of Agent on behalf of the Secured Parties;

4. on or before January 15, 2012, after the Closing Date, exercise commercially reasonable efforts to deliver, or cause to be delivered, to Agent duly executed Collateral Access Agreements with respect to the following leased premises of Loan Parties:

Loan Party	Property Location
A. M. Castle & Co.	1420 Kensington Road, Suite 220, Oak Brook, IL 60523
Tube Supply, LLC	5169 Ashley Court, Houston, Texas 77041

5. deliver, or cause to be delivered, to Agent duly executed control agreements relating to Loan Parties' Blocked Accounts with financial institutions granting to Agent a Lien therein, which control agreements shall be consistent with the requirements of Section 4.14(h) and shall be otherwise in form and substance satisfactory to Agent (a) with respect to Blocked Accounts located at any Lender, on or before January 15, 2012, and (b) with respect to Blocked Accounts located at any bank that is not a Lender, on or before February 1, 2012;

6. on or before January 15, 2012, deliver, or cause to be delivered, to Agent all qualifications to do business as a foreign corporation or limited liability company (as applicable) for each Loan Party, issued by the Secretary of State (or other appropriate governmental official) of each of the jurisdictions set forth below next to each such Loan Party's name, in each case, indicating that each such Loan Party is a foreign corporation or limited liability company (as applicable), duly qualified to conduct business and in good standing in each such jurisdiction:

Loan Party	Jurisdiction of Qualification
Total Plastics, Inc.	Illinois

7. on or before February 15, 2012, deliver, or cause to be delivered, to Agent the Houston Leasehold Mortgage and the Edmonton Leasehold Mortgage, duly authorized, executed and delivered the parties thereto, together with an acknowledgment of the Edmonton Leasehold Mortgage by the landlord under such lease;

8. on or before February 15, 2012, deliver, or cause to be delivered, to Agent the fee Mortgages securing the Obligations with respect to the following Real Property of Loan Parties:

Property Address	City, State	County
70 Quinsigamond Avenue	Worcester, MA	Worcester
1652 Gezon Parkway	Wyoming, MI	Kent
3100 82nd Lane NE	Blaine, MN	Anoka
11125 Metromont Parkway	Charlotte, NC	Mecklenburg
26800 Miles Road	Bedford Heights, OH	Cuyahoga
299 Canal Road	Fairless Hills, PA	Bucks
2602 Pinewood Drive	Grand Prairie, TX	Tarrant
6501 Bingle Road	Houston, TX	Harris
3900 Pinson Valley Parkway	Birmingham, AL	Jefferson

9. on or before February 15, 2012, deliver, or cause to be delivered, to Agent all environmental studies and reports prepared by independent environmental engineering firms with respect to the Mortgaged Real Property; and

10. on or before February 15, 2012, deliver, or cause to be delivered, to Agent (a) a valid and effective title insurance policy issued by a company and agent acceptable to Agent: (i) insuring the priority, amount and sufficiency of any Mortgage with respect to the Mortgaged Real Property, (ii) insuring against matters that would be disclosed by surveys and (iii) containing any legally available endorsements, assurances or affirmative coverage requested by Agent for protection of its interests, and (b) real property surveys with respect to each parcel of such Real Property, the scope of such surveys and the results thereof shall be reasonably acceptable to Agent.

Schedule 17.3
to
Loan and Security Agreement

Competitors/Ineligible Transferees

[Provided to Agent pursuant to separate side letter.]