

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

IN RE:)	Chapter 11
)	
BUILDING MATERIALS HOLDING)	Case No. 09-12074 (KJC)
CORPORATION, <i>et al.</i>,¹)	
)	Jointly Administered
Debtors.)	
)	
)	Ref. Docket Nos. 7 and 56

NOTICE OF ENTRY OF INTERIM ORDER AND FINAL HEARING

TO: (I) THE OFFICE OF THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE; (II) THE DEBTORS' FIFTY LARGEST UNSECURED CREDITORS ON A CONSOLIDATED BASIS; (III) COUNSEL TO WELLS FARGO BANK, N.A., AS AGENT FOR BOTH OF THE DEBTORS' PREPETITION AND POSTPETITION LENDERS; (IV) KNOWN HOLDERS OF LIENS AGAINST THE DEBTORS' ASSETS; AND (V) ALL PARTIES THAT HAVE REQUESTED NOTICE PURSUANT TO RULE 2002 OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE 2002.

PLEASE TAKE NOTICE that on June 16, 2009, the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors") filed the **Debtors' Motion for Entry of Interim and Final Orders Pursuant to 11 U.S.C. Sections 105, 361, 362, 363(c), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), and 507 and Fed. R. Bankr. P. 2002, 4001, and 9014 (I) Authorizing the Debtors to (A) Obtain Postpetition Secured Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Lenders, (III) Modifying the Automatic Stay and (IV) Scheduling a Final Hearing** [Docket No. 7] (the "Motion"), a copy of which is attached hereto as Exhibit A. On June 17, 2009, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order approving the Motion on an interim basis [Docket No. 56] (the "Interim Order"), a copy of which is attached hereto as Exhibit B.

PLEASE TAKE FURTHER NOTICE that objections to the entry of a final order approving the Motion must be filed on or before **June 26, 2009 at 4:00 p.m. (ET)** (the "Objection Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the response so as to be received on or before the Objection Deadline upon the following parties: (i) Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, DE 19801 (Attn: Sean M. Beach, Esq. and Robert F. Poppiti, Jr., Esq.) and Gibson, Dunn & Crutcher LLP, 200 Park Avenue, 47th Floor, New York, NY 10166-0193 (Attn: Michael A. Rosenthal, Esq. and Matthew K. Kelsey, Esq.), proposed counsel to the Debtors; (ii) Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801 (Attn:

¹ The Debtors, along with the last four digits of each Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

Paul N. Heath, Esq.) and Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, San Francisco, CA 94105-3441 (Attn: Kevin B. Fisher, Esq.) and 75 East 55th Street, New York, NY 10022 (Attn: Thomas L. Kent, Esq.), counsel to Wells Fargo Bank, N.A.; and (iii) Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Joseph J. McMahon, Jr.).

PLEASE TAKE FURTHER NOTICE THAT A FINAL HEARING ON THE MOTION WILL BE HELD ON JULY 1, 2009 AT 4:30 P.M. (ET) BEFORE THE HONORABLE KEVIN J. CAREY AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 5TH FLOOR, COURTROOM NO. 5, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND ON OR BEFORE THE OBJECTION DEADLINE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: Wilmington, Delaware
June 18, 2009

YOUNG CONAWAY STARGATT & TAYLOR, LLP



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PROPOSED ATTORNEYS FOR DEBTORS
AND DEBTORS IN POSSESSION

EXHIBIT A

Motion

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

IN RE:)	
)	Chapter 11
BUILDING MATERIALS HOLDING CORPORATION, <i>et al.</i> , ¹)	
)	Case No. 09-12074 ()
Debtors.)	
)	Joint Administration Requested
)	

**DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS
PURSUANT TO 11 U.S.C. SECTIONS 105, 361, 362, 363(c), 364(c)(1), 364(c)(2),
364(c)(3), 364(d)(1), 364(e), AND 507 AND FED. R. BANKR. P. 2002, 4001, AND 9014
(I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION
SECURED FINANCING AND (B) UTILIZE CASH COLLATERAL,
(II) GRANTING ADEQUATE PROTECTION TO PREPETITION LENDERS, (III)
MODIFYING THE AUTOMATIC STAY AND (IV) SCHEDULING A FINAL HEARING**

Building Materials Holding Corporation and certain of its affiliates, as debtors and debtors in possession (collectively, the "***Debtors***"), submit this Motion (the "***Motion***") for the entry of an interim order substantially in the form annexed hereto as ***Exhibit A*** (the "***Interim DIP Order***") and a final order (the "***Final DIP Order***" and together with the Interim DIP Order, the "***DIP Orders***") (I) authorizing the Debtors to (A) enter into a debtor in possession financing agreement (as amended, restated, or otherwise modified from time to time in accordance with the terms thereof, the "***DIP Credit Agreement***"), substantially in the form annexed hereto as ***Exhibit B***, with Wells Fargo Bank, National Association ("***WFB***"), as agent (the "***DIP Agent***"), and the other lender parties from time to time party thereto as lenders (the "***DIP Lenders***"), and (B) use

¹ The Debtors, along with the last four digits of each Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792). The mailing address for the Debtors is 720 Park Boulevard, Suite 200, Boise, Idaho 83712.

Date Filed 6/16/09
Docket No. 7

Cash Collateral (as defined herein), (II) granting priming and other liens and providing super-priority administrative expense status, (III) granting "adequate protection" to the Prepetition Lenders (as defined herein), (IV) modifying the automatic stay, and (V) prescribing the form and manner of notice and scheduling hearings with respect to the relief requested herein. In support thereof, the Debtors respectfully represent:²

JURISDICTION AND VENUE

1. The Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. sections 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. section 157(b). Venue is proper pursuant to 28 U.S.C. sections 1408 and 1409.

RELIEF REQUESTED

2. By this Motion, the Debtors request that the Court grant the following relief as provided in the DIP Orders:

- a. Authorizing, pursuant to sections 105(a), 362, 363(c), and 364(c), (d), and (e) of the Bankruptcy Code (as defined herein) and Rules 2002, 4001, and 9014 of the Bankruptcy Rules (as defined herein), Building Materials Holding Corporation ("**BMHC**"), in its capacity as borrower (the "**Borrower**") to enter into the DIP Credit Agreement with the DIP Agent and the DIP Lenders, to obtain postpetition loans (the "**DIP Loans**") on the terms of the DIP Credit Agreement (together with any and all documents, agreements and instruments delivered pursuant thereto or executed or filed in connection therewith, as may be amended hereafter from time to time, collectively, the "**DIP Loan Documents**");
- b. Providing, pursuant to Bankruptcy Code sections 364(c)(1), (2), (3), and 364(d), that the obligations of the Debtors under the DIP Loan Documents (collectively, the "**DIP Obligations**") are, as more specifically set forth in the proposed Interim DIP Order:

² A description of the Debtors' business and the reasons for filing these Chapter 11 Cases is set forth in the Declaration of Paul S. Street in Support of Chapter 11 Petitions and First Day Relief (the "**Street Declaration**"), filed contemporaneously with this Motion. This Motion is supported by the Street Declaration.

- i. granted super-priority administrative claim status under section 364(c)(1) of the Bankruptcy Code; and
 - ii. secured by valid, enforceable, non-avoidable, and fully perfected liens pursuant to sections 364(c)(1) and 364(c)(2) of the Bankruptcy Code, and senior priming liens pursuant to section 364(d) of the Bankruptcy Code;
- c. Authorizing the Debtors' use of Cash Collateral pursuant to the terms and conditions set forth in the DIP Orders and the DIP Credit Agreement;
 - d. Authorizing the Debtors' use of the proceeds of the DIP Facility (as defined below) pursuant to the terms and conditions set forth in the DIP Orders and the DIP Credit Agreement;
 - e. Modifying the automatic stay under Bankruptcy Code section 362 to the extent set forth in the DIP Credit Agreement and the DIP Orders;
 - f. Approving, pursuant to Bankruptcy Code sections 361, 363, and 364, the form and manner of adequate protection set forth herein to be provided to the Prepetition Lenders (as defined herein);
 - g. Finding that notice of this Motion is proper under the circumstances pursuant to Bankruptcy Rules 2002 and 4000(c)(1) and the Local Rules; and
 - h. Scheduling, pursuant to Bankruptcy Rule 4001(c)(2), a hearing (the "**Final Hearing**") on the relief requested herein.

3. The statutory bases for relief requested herein are sections 105, 361, 362, 363, 364(c), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), and 507 of title 11 of the United States Code (the "**Bankruptcy Code**"); Rules 2002, 4001, 6003, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"); and Rule 4001-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**").

BACKGROUND

4. On the date hereof (the "**Petition Date**"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "**Chapter 11 Cases**").

The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and no official or statutory committee has been appointed or designated.

5. The Debtors are one of the largest providers of residential building products and construction services in the United States. The Debtors distribute building materials, manufacture building components (e.g., millwork, floor and roof trusses, and wall panels), and provide construction services to professional builders and contractors through a network of 31 distribution facilities, 43 manufacturing facilities, and five regional construction services facilities.

6. The Debtors operate under two brand names: BMC West® and SelectBuild®.



- Under the BMC West brand, the Debtors market and sell building products, manufacture building components, and provide construction services to professional builders and contractors. Products include structural lumber and building materials purchased from manufacturers, as well as manufactured building components such as millwork, trusses, and wall panels. Construction services include installation of various building products and framing. The Debtors currently offer these products and services in major metropolitan markets in Texas, Washington, Colorado, Idaho, Utah, Montana, North Carolina, California, and Oregon.



- Under the SelectBuild brand, the Debtors offer integrated construction services to production homebuilders, as well as commercial and multi-family builders. Services include wood framing, concrete services, managing labor and construction schedules, and sourcing materials. The Debtors currently offer these services in major metropolitan markets in California, Arizona, Nevada and Illinois.

7. The Debtors operate in metropolitan areas that have historically outpaced U.S. averages for residential building permit activity (largely in the Southern and Western

portions of the United States). Based on National Association of Home Builders building permit activity, the Debtors provide building products and construction services in 9 of the top 25 single-family construction markets.

8. In addition to their strategic geographic locations, the Debtors have many other competitive strengths that enable them to attract business. For example, the Debtors' full offering of building materials, manufactured products, and construction services allows the Debtors to help professional builders and contractors reduce costs and cycle time. Similarly, the Debtors' long-term relationships with their suppliers provide the Debtors with purchasing advantages – including volume rebate programs and preferred customer status when supplies or liquidity are limited – which are passed on to the Debtors' customers in the form of reduced costs and increased on-time reliability. The Debtors have also cultivated a reputation for providing superior quality building components and construction services by employing experienced, service-oriented individuals to procure, produce, and deliver these products and services.

9. The Debtors' principal executive offices are located in Boise, Idaho. As of the Petition Date, the Debtors employed approximately 5,500 people. Building Materials Holding Corporation is a public company that trades on the OTC Bulletin Board under the ticker symbol BLGM. For the 12 months ended March 31, 2009, the Debtors' revenue totaled approximately \$1,100,000,000. As of March 31, 2009, the book value of the Debtors' assets totaled approximately \$480,000,000 and its liabilities totaled approximately \$481,000,000.

THE DEBTORS' PREPETITION SECURED INDEBTEDNESS

10. As of the Petition Date, the Debtors' consolidated secured debt consisted of (a) a secured revolver with an outstanding principal balance of approximately \$20.0 million plus obligations of approximately \$112.5 million under issued and outstanding letters of credit

(including Prepetition Letters of Credit, as defined below), (b) a secured term loan with an outstanding principal balance of \$268.8 million, (c) secured swap obligations with approximately \$6.0 million of exposure, (d) accrued and unpaid interest on the foregoing, (e) prepetition payment-in-kind interest of approximately \$6.3 on the secured term loan, (f) other obligations for fees and expenses owing under the Prepetition Credit Agreement (as defined below) and (g) other secured indebtedness of approximately \$1.1 million (the "**Other Secured Debt**"). The Debtors' prepetition secured credit facilities affected by this Motion are described in summary terms below.

11. **The Prepetition Credit Agreement.** BMHC, as borrower, the other Debtors, as guarantors, WFB, as administrative agent (the "**Prepetition Administrative Agent**"), and the lenders party thereto (together with the Prepetition Administrative Agent, the "**Prepetition Credit Agreement Lenders**") are parties to the Second Amended and Restated Credit Agreement, dated as of November 10, 2006 (as amended, the "**Prepetition Credit Agreement**"). The Prepetition Credit Agreement provides for a \$340 million term loan facility maturing November 2011 (the "**Prepetition Term Loan**") and a \$200 million revolving credit facility maturing November 2011 (the "**Prepetition Revolving Credit Facility**"). The Debtors' ability to draw on the \$200 million Prepetition Revolving Credit Facility is subject to certain borrowing base limitations. The Prepetition Credit Agreement is secured pursuant to that certain Third Amended and Restated Security Agreement by and among the Debtors and the Prepetition Administrative Agent, dated as of November 10, 2006 (the "**Prepetition Security Agreement**"), which grants the Prepetition Lenders a security interest in substantially all of the Debtors' assets (the "**Prepetition Collateral**").

12. **The Letters of Credit.** The Debtors caused to be issued various letters of credit (the "***Prepetition Letters of Credit***") in favor of certain of the Debtors' creditors. The Prepetition Letters of Credit were issued primarily (a) in favor of insurers with respect to the self insured portion of automobile, general liability, and workers' compensation insurance obligations, (b) with respect to performance bonds for projects undertaken by the Debtors, and (c) with respect to obligations owed to certain of the Debtors' key material suppliers. WFB issued the Prepetition Letters of Credit under the terms of the Prepetition Credit Agreement, by which the outstanding Prepetition Letters of Credit reduce the \$200 million amount available to the Debtors under the Prepetition Revolving Credit Facility. The Prepetition Letters of Credit may renew automatically on their various anniversary dates or until released by their respective beneficiaries.

13. **The Swap Transactions.** The Debtors are party to two ISDA Master Agreements, (a) an ISDA Master agreement with BNP Paribas dated as of April 7, 2004 (along with all schedules and amendments to the same, the "***BNP Paribas Master Agreement***") and (b) an ISDA Master agreement with Suntrust Bank dated as October 10, 2006 (along with all schedules and amendments to the same, the "***Suntrust Bank Master Agreement***" and, together with the BNP Paribas Master Agreement, the "***Prepetition Master Agreements***"). The Prepetition Master Agreements govern multiple Transactions (as defined in the Prepetition Master Agreements) between the parties. Obligations arising from such Transactions, moreover, are secured by the Prepetition Collateral, and the resulting security interests are *pari passu* with that created under the Prepetition Security Agreement. Section 5(a)(vii) of each of the Prepetition Master Agreements gives BNP Paribas and Suntrust Bank the right to terminate such agreements on account of BMHC's filing for bankruptcy relief. For purposes of this Motion, the

term "***Prepetition Lenders***" shall mean the Prepetition Credit Agreement Lenders, in their capacities as lenders under the Prepetition Credit Agreement, and BNP Paribas, and Suntrust Bank, in each case, in their capacities as counterparties under the Prepetition Master Agreements.

14. **Other Secured Debt.** The Debtors' Other Secured Debt consists of (a) certain term notes, equipment notes, and capital leases for equipment and (b) the real property set forth on Part II of Schedule 1.01A of the DIP Credit Agreement, with an aggregate outstanding balance of approximately \$1 million. The interest rates on these borrowings vary and the dates of maturity are through March 2021. The collateral securing the Other Secured Debt is not sought to be included in the collateral subject to the DIP Credit Agreement (the "***DIP Collateral***").

THE EVENTS LEADING TO THE BANKRUPTCY FILINGS

15. As discussed above, the Debtors have approximately \$310.3 million of secured funded indebtedness, including accrued but unpaid interest. Unfortunately, a series of unforeseen events placed significant strain on the Debtors' ability to continue servicing such indebtedness and ultimately led to the Debtors' filing of the Chapter 11 Cases. Those events include (a) the unprecedented downturn in the United States housing and construction market, (b) the resulting deterioration in the Debtors' financial performance, (c) the Debtors' default under the Prepetition Credit Agreement, and (d) the Debtors' unsuccessful attempts to implement an out-of-court restructuring.

A. The Downturn in the U.S. Housing and Construction Markets

16. The residential building products and construction services industry is highly dependent upon demand for single-family homes. Various macroeconomic factors, including general economic conditions, interest rates, levels of unemployment, consumer

confidence, and the availability of credit influence the demand for single-family homes.

Historically, the new home construction sector has been cyclical. During 2006, however, a major housing downturn began in the United States. Indeed, single-family "housing starts" fell more than 14% from approximately 1.72 million in 2005 to approximately 1.47 million in 2006.³

17. The housing market downturn in the United States intensified during 2007, with single-family housing starts in 2007 falling almost 29% from the 2006 rate to approximately 1.05 million, and continued during 2008, with single-family housing starts falling over 40% from the 2007 rate to approximately 622,000. As of March 2009, single-family housing starts have fallen to an annualized rate of less than 400,000—the lowest level of single-family housing start activity since World War II.

18. The negative effect of the housing market downturn is compounded by recent turmoil in the general economy, mortgage market, and overall credit markets, which has caused increasing levels of unemployment, a severe decline in home prices, a dramatic tightening of consumer credit, and decreased consumer confidence.

B. The Debtors' Financial Performance Deteriorates

19. The adverse market conditions described above negatively affected the Debtors' financial position. Sales revenues declined from \$3.0 billion in 2006 to \$1.3 billion in 2008. As a result of this unanticipated and precipitous decline in sales revenues, the Debtors began experiencing losses from operations on a continuous basis in the fourth quarter of 2007.

³ "Housing starts" are considered a leading indicator in the United States housing market. The United States Census Bureau and the United States Department of Housing and Urban Development jointly publish a monthly report on housing starts which is available at <http://www.census.gov/const/www/newresconstindex.html>.

For the year ending December 31, 2008, the Debtors experienced a loss of \$192,456,000 from continuing operations.

C. The Debtors Default Under the Prepetition Credit Agreement

20. The Debtors' Prepetition Credit Agreement requires monthly compliance with financial covenants, including minimum liquidity and adjusted earnings before interest, taxes, depreciation, and amortization ("**EBITDA**"). Ultimately, decreased demand and corresponding sales declines caused the Debtors to fall out of compliance with certain of these financial covenants as of December 31, 2007. As a result of these covenant defaults, the Lenders were entitled to seek immediate repayment of the amounts owed under the Prepetition Credit Agreement. Accordingly, the Debtors engaged the Administrative Agent in discussions for a waiver of the financial covenant defaults and an amendment to the covenants in the Prepetition Credit Agreement that would enable the Debtors to meet the covenants on a going-forward basis given the depressed state of the housing market.

D. The Debtors' Out-of-Court Restructuring Initiatives

I. Operational Restructuring

21. In response to challenging economic and industry conditions, in May 2008, the Debtors initiated a comprehensive analysis of their business operations to rationalize their operations for the current conditions of the homebuilding industry and improve cash flow and profitability. As a result, the Debtors formulated a restructuring plan to right-size their operations, consolidate their administrative services, reorganize their operations structure, and close or consolidate their underperforming business units.

22. To implement this restructuring plan, the Debtors have reduced overall headcount from a high of 22,824 in June 2006 to approximately 5,500 as of the Petition Date.

The Debtors have also created a shared services organization at their headquarters in Boise, Idaho to provide key administrative services such as information technology, human resources, accounting, marketing, and purchasing. Previously, some individual business locations had maintained their own administrative services. In addition, the Debtors have engaged in a comprehensive reorganization of their operations structure in order to eliminate unnecessary overhead expenditures, reduce redundancy, and enhance corporate oversight and control over the business.

23. Finally, the Debtors have taken significant actions to close or consolidate their underperforming business units. To date, the Debtors have sold, wound down, or consolidated 78 business units.

II. Financial Restructuring

24. Throughout February 2008, the Debtors continued negotiating with the Administrative Agent for a waiver of the financial covenant defaults and an amendment to the covenants in the Prepetition Credit Agreement that would enable them to meet the covenants on a going-forward basis given the depressed state of the housing market. To provide the parties with additional time to continue negotiations and avert a possible chapter 11 filing, the parties agreed to a temporary waiver of the financial covenants under the Prepetition Credit Agreement.

25. On February 29, 2008, the Debtors were able to enter successfully into the First Amendment to the Prepetition Credit Agreement, which, among other provisions, modified the financial covenants to account for the downturn in the housing market by, among other things, lowering the Debtors' consolidated net worth requirement and the minimum EBITDA-to-interest expense ratio and setting new minimum EBITDA default-trigger thresholds. In

accordance with the First Amendment, Debtor Building Materials Holding Corporation suspended its quarterly cash dividend to shareholders.

26. Nonetheless, as the housing market continued to decline, the Debtors fell out of compliance with these new financial covenants after the fiscal period ended June 30, 2008. As a result, the Debtors engaged in further discussions with the Prepetition Administrative Agent and sought another waiver of their financial covenant and other related defaults and another amendment to the covenants in the Prepetition Credit Agreement. The Debtors were able to obtain a waiver of the existing defaults and, on September 30, 2008, were successful in entering into the Second Amendment to the Prepetition Credit Agreement which, among other things, reset the minimum EBITDA default-trigger thresholds and added minimum liquidity default-trigger thresholds.

27. Despite these extensive good-faith renegotiations of the Prepetition Credit Agreement, the unprecedented decline in the housing industry and the concomitant decline in sales of the Debtors' products and services caused the Debtors to fall out of compliance with the minimum monthly adjusted EBITDA required by the Second Amendment for the fiscal period ended February 28, 2009. As part of their continued good-faith negotiations with the Lenders, the Debtors were able to obtain a temporary waiver of this and other anticipated defaults through the earlier of (a) April 15, 2009, which was extended through June 29, 2009, and (b) the occurrence of another default.

THE DEBTORS' MARKETING AND NEGOTIATION PROCESS FOR POSTPETITION FINANCING

28. Prior to agreeing to any proposal with respect to debtor in possession financing, the Debtors and their professionals engaged in an extensive search process. The initial stage of this search, as detailed in the Street Declaration, was the retention of Peter J. Solomon as

financial advisor. Peter J. Solomon is a well-qualified advisory firm with substantial experience in negotiating and structuring debtor in possession facilities. Together, the Debtors and Peter J. Solomon evaluated all realistic financing alternatives.

29. Prior to the Petition Date, the Debtors and Peter J. Solomon approached approximately 34 banks and other financial institutions to provide financing, with a logical focus on the Debtors' largest Prepetition Credit Agreement Lenders. In particular, Peter J. Solomon solicited these parties' interest in providing funding on either a priming or junior basis to the Prepetition Credit Agreement. Each prospective lender, moreover, was informed (a) of the Debtors' need for an expedited negotiation and closing process as a result of the Debtors' immediate financing needs and (b) that they could receive additional information upon signing a customary confidentiality agreement. Five outside parties indicated an interest in providing financing to the Debtors and were willing to sign confidentiality agreements to receive additional information. Those five parties were given access to and, in fact, took advantage of an electronic information data room established by the Debtors to facilitate potential lenders' due diligence. As a result of these efforts, the Debtors received three offers for postpetition financing in addition to a proposal by the Prepetition Credit Agreement Lenders.

30. After negotiating improved terms versus the DIP Lenders' initial proposal, the Debtors together with their advisors determined that the DIP Lenders' financing proposal provided the most advantageous terms to the Debtors and their estates under the circumstances and in light of the Debtors' immediate liquidity needs. The first aspect of the Debtors' decision making concerned pricing. Simply put, the DIP Lenders offered a lower interest rate and fewer fees than their competitors. For example, the DIP Lenders were the only bidding group which

did not request a work fee and/or a termination fee. In aggregate, the cost of borrowing from the DIP Lenders was a fraction of that from alternate sources of capital.

31. In addition, because the DIP Lenders hold a significant portion of the Debtors' prepetition secured debt, accepting the DIP Lenders' financing proposal reduces the likelihood of a priming fight with its associated costs and operational risks. Any attempt to bring in third-party financing providers to prime all of the Prepetition Lenders risks prolonged litigation.

32. Prior to the Petition Date, the Debtors, with the assistance of their professionals and advisors, pursued many avenues to try to maximize the value of the Debtors' business, including conducting a process to sell all or a portion of the Debtors' business. The Debtors' prepetition sale process did not, however, yield offers that reflected, in the Debtors' business judgment, the true value of the Debtors' business operations.

33. Contemporaneously with this prepetition marketing and sale effort, the Debtors engaged in good faith, arm's-length negotiations with significant holders of the Debtors' prepetition secured indebtedness under the Prepetition Credit Agreement to develop a way to de-lever the Debtors' business, while at the same time providing the Debtors' unsecured creditor constituency with a substantial recovery. These negotiations culminated in the proposed chapter 11 plan (the "**Plan**") and accompanying disclosure statement (the "**Disclosure Statement**"), filed contemporaneously with this Motion. As set forth in greater detail in the Plan and Disclosure Statement, the Plan contemplates a restructuring of the Debtors' balance sheet and ownership structure, as well as an immediate cash distribution to unsecured creditors and an opportunity for such creditors to receive full payment from the reorganized Debtors, depending on business performance. The Plan also provides for the repayment in full in cash of the noncontingent

obligations under the DIP Facility, and the replacement of the contingent obligations, with an exit financing facility. The Debtors believe that the restructuring proposal embodied in the Plan provides the Debtors' creditors with the best means of maximizing value of the Debtors and their businesses.

34. The DIP Facility will be underwritten by WFB, the largest single Prepetition Lender. Participation in the DIP Facility will be open to all Prepetition Credit Agreement Lenders on a pro rata basis.

**CONCISE STATEMENT OF MATERIAL TERMS
OF THE INTERIM DIP ORDER**

35. Subject to the Court's approval, the Debtors' proposed debtor in possession financing consists of a \$80 million senior secured, superpriority debtor in possession revolving credit facility (the "***DIP Facility***"), including financing provided pursuant to a \$20 million letter of credit subfacility (the "***Letter of Credit Subfacility***").

36. Pursuant to the terms of the DIP Facility, the DIP Lenders have consented to the use of their Cash Collateral under the Prepetition Credit Agreement and the granting of priming liens as provided herein, subject to the terms and conditions of the DIP Facility. The Prepetition Lenders that are not DIP Lenders are adequately protected by the provision of replacement liens and superpriority administrative claims junior only to the Carve-Out and the liens and administrative claims of the DIP Lenders. In effect, the DIP Facility will be layered onto the Prepetition Credit Agreement, subject to appropriate modifications.

37. Pursuant to and in accordance with Bankruptcy Rule 4001(b)(1)(B) and Local Rule 4001-2(a)(ii), the material provisions of the Interim DIP Order and the location of such provisions in the Interim DIP Order or the DIP Credit Agreement are as follows:⁴

Material Term	Summary of Material Term	Provision
<u>Borrower</u>	Building Materials Holding Corporation.	DIP Credit Agreement; Preamble.
<u>Guarantors</u>	Each direct or indirect United States wholly-owned subsidiary of BMHC that currently exists or is hereafter acquired or created and which is a party to a Guaranty (as defined in the DIP Credit Agreement).	DIP Credit Agreement; Article I.
<u>Agent</u>	WFB.	DIP Credit Agreement; Preamble.
<u>DIP Lenders</u>	WFB and other lenders party to the DIP Facility.	DIP Credit Agreement; Preamble.
<u>Committed Facilities</u>	Aggregate and maximum of \$80 million senior secured debtor in possession revolving credit facility, as follows: <ul style="list-style-type: none"> ➤ <u>Interim Commitment Amount</u>: The lesser of (a) \$40 million and (b) the maximum amount approved by the Bankruptcy Court in the Interim DIP Order. ➤ <u>Final Commitment Amount</u>: The lesser of (a) \$80 million (subject to a borrowing base restriction, as defined in Article I of the DIP Credit Agreement, and other restrictions as set forth in the DIP Credit Agreement) and (b) the maximum amount approved by the Bankruptcy Court in the Final DIP Order. 	DIP Credit Agreement; Article I.
<u>Term</u>	The earliest of (a) January 2, 2010, or, upon the effectiveness of the Extension Option (as defined in the DIP Credit Agreement), March 31, 2010; (b) the date on which the Interim DIP Order expires unless the Final DIP Order has been entered and has become effective; (c) the earlier of the effectiveness or effective date of the Plan that is confirmed pursuant to an order entered by the Court; (d) the date of the closing of a sale of all or substantially all of the Borrower's assets pursuant to section 363 of the Bankruptcy Code; (e) a dismissal of the Chapter 11 Cases or a conversion of the Chapter 11 Cases to chapter 7 cases under the Bankruptcy Code; and (f) the date of termination of the commitments under the DIP Facility in accordance with the terms of the definitive documentation.	DIP Credit Agreement; Article I.

⁴ This summary is qualified in its entirety by the provisions of the DIP Credit Agreement and the Interim DIP Order. The DIP Credit Agreement will control in the event of any inconsistency between this Motion and the DIP Credit Agreement. To the extent that there is a conflict between the terms and conditions of the DIP Credit Agreement and the Interim DIP Order, the terms and conditions of the Interim Order shall govern. Each capitalized term used herein but not otherwise defined herein shall have the meaning ascribed to it in the Interim DIP Order.

Material Term	Summary of Material Term	Provision
<u>Interest</u>	Base Rate <i>plus</i> 4.50%. Base Rate, for any day, is a fluctuating rate equal to the highest of (a) the Prime Rate in effect on such day, (b) 1.00% above the Daily One Month LIBOR in effect on such day, (c) the Federal Funds Rate plus 1.00%, and (d) 3.00%.	DIP Credit Agreement; Article I.
<u>Default Rate of Interest</u>	The applicable interest rate plus 4% per annum payable upon demand.	DIP Credit Agreement; Section 2.08(c).
<u>Fees</u>	<ul style="list-style-type: none"> ➤ <u>Agency Fee</u>. The greater of (i) \$50,000 and (ii) \$10,000 per DIP Lender, per annum, under the fee specified in that certain letter agreement between BHMC and WFB dated on or about June 16, 2009. ➤ <u>Underwriting Fee</u>: \$1,000,000 under that certain letter agreement between BHMC and WFB dated on or about June 16, 2009. ➤ <u>Commitment Fees</u>. With respect to the revolver, 0.50%, and, with respect to the letter of credit fees, 4.50%. ➤ <u>Servicing Fee</u>. \$2,500 per month. ➤ <u>Closing Fee</u>. 2.00% of the Maximum Commitment Amount (as defined in the DIP Credit Agreement). ➤ <u>Audit, Appraisal and Examination Fees</u>. (i) \$1,000 per day, per auditor, plus reasonable out-of-pocket expenses for each financial audit of BHMC or any guarantor performed by personnel, employed by the Agent, (ii) if implemented, a fee equal to \$1,000 per day, per applicable individual, plus reasonable out-of-pocket expenses for the establishment of electronic collateral reporting, and (iii) the actual charges paid or incurred by the Agent if it elects to employ the services of one or more third persons to perform financial audits or quality of the earnings analyses of BHMC or any guarantor, to establish electronic collateral reporting systems, to appraise the DIP Collateral, or any portion thereof, or to assess BHMC or any guarantor's business valuation. 	DIP Credit Agreement; Section 2.09(a)-(e).
<u>Use</u>	<p>The proceeds of the DIP Facility shall be used to:</p> <ul style="list-style-type: none"> ➤ Pay fees, interest, and expenses associated with the DIP Facility; ➤ Fund the Carve-Out; ➤ Provide ongoing working capital and satisfy capital expenditure needs of the Debtors during the pendency of the Chapter 11 Cases and for the purposes set forth in the DIP Budget (as defined below), including, without limitation, the payment of fees and expenses of Professional Persons (as defined below) approved by the Bankruptcy Court during the pendency of the Chapter 11 Cases; ➤ Provide for other general corporate purposes of the Debtors during the pendency of the Chapter 11 Cases and for the purposes set forth in the DIP Budget; and ➤ Repay \$4.0 million of the \$20 million owed under the Prepetition Revolving Credit Facility. <p>For avoidance of doubt, no DIP Facility proceeds or any Cash Collateral shall be available for any fees or expenses incurred in connection with the initiation or prosecution of any claims, causes of action, adversary proceedings, or other</p>	DIP Credit Agreement; Section 7.12. Interim DIP Order ¶ 15(j).

Material Term	Summary of Material Term	Provision
	litigation against (i) the DIP Agent or the DIP Lenders or (ii) in connection with challenging, invalidating, disallowing, recharacterizing, setting aside, avoiding, subordinating, in whole or in part, or taking or attempting to take any other action to render unenforceable, the DIP Liens (as defined herein), claims, interests and adequate protection of the DIP Agent and the DIP Lenders or the Prepetition Administrative Agent and Prepetition Credit Agreement Lenders under the Prepetition Credit Agreement as of the Petition Date; <u>provided</u> up to \$50,000 in the aggregate may be used by any statutory committee appointed in the Chapter 11 Cases for purposes of investigating the Prepetition Liens (as defined herein), claims and interests under the Prepetition Credit Agreement.	
<u>Incremental Availability</u>	Subject to approval by the Court, the full amounts available under the DIP Facility will be available upon entry of the Final DIP Order.	DIP Credit Agreement; Article I.
<u>DIP Budget</u>	A rolling 13-week consolidated operating budget (the " DIP Budget ") attached hereto as Exhibit C , updated monthly, for BMHC and its subsidiaries.	DIP Credit Agreement; Section 7.01(b).
<u>Superpriority Claims</u>	Claims arising from the DIP Facility will be entitled to superpriority administrative expense claim status in the Chapter 11 Cases, subject and subordinate to the Carve-Out.	DIP Credit Agreement; Section 6.24(c).
<u>DIP Facility Priority and Liens</u>	<p><u>Pursuant to section 364(c)(2) of the Bankruptcy Code,</u></p> <p>First priority liens on all DIP Collateral (including, without limitation, all real property) that is not subject to valid and perfected liens existing on the Petition Date, pursuant to section 364(c)(2) of the Bankruptcy Code, subject and junior to the Carve Out.</p> <p><u>Pursuant to section 364(d)(1) of the Bankruptcy Code,</u></p> <p>First priority, senior "priming" liens on all DIP Collateral that is subject to valid and perfected liens existing on the Petition Date in favor of the Prepetition Administrative Agent or under the Prepetition Master Agreements pursuant to Section 364(d)(1) of the Bankruptcy Code, subject and junior to the Carve Out and the Permitted Priority Liens (as defined in the DIP Credit Agreement).</p>	DIP Credit Agreement; Section 6.24(b). Interim DIP Order ¶ 5.
<u>Parties with Interest in the Collateral</u>	Prepetition Lenders.	Interim DIP Order ¶ H.
<u>Adequate Protection</u>	<p>The Debtors will provide the Prepetition Lenders with the following adequate protection, only to the extent of diminution of value in their Prepetition Collateral:</p> <ul style="list-style-type: none"> ➤ replacement liens, junior and subordinate to (i) the Permitted Priority Liens, (ii) the Carve-Out, (iii) the liens securing the DIP Facility (the "DIP Liens") and (iv) the Prepetition Liens on the Prepetition Collateral; ➤ administrative priority claims junior and subordinate to the Superpriority Claim and the Carve-Out; ➤ payment of professional fees and expenses, including attorneys' fees, financial advisor fees and other professionals and consultants (to the extent such other professionals and consultants are provided for under the Prepetition Credit Agreement), of the Prepetition Administrative Agent 	Interim DIP Order ¶ 7.

Material Term	Summary of Material Term	Provision
	<p>during the Chapter 11 Cases, whether incurred before or after the Petition Date;</p> <ul style="list-style-type: none"> ➤ to the extent allowable under section 506(b) of the Bankruptcy Code, the accrual of interest under the Prepetition Credit Agreement at the default rate specified therein; ➤ the Debtors' acknowledgement of the validity and amount of the obligations under the Prepetition Credit Agreement and the Prepetition Liens. 	
<u>Carve-Out</u>	The " <i>Carve-Out</i> " shall be (a) any unpaid fees due to the United States Trustee pursuant to 28 U.S.C. Section 1930 of the United States Code or otherwise and any fees due to the clerk of the Bankruptcy Court, (b) the reasonable fees and expenses approved by the Bankruptcy Court incurred by a trustee under Section 726(b) or 1104 of the Bankruptcy Code is an aggregate amount not to exceed \$100,000, (c) the reasonable expenses of members of any statutory committee appointed in the Bankruptcy Cases in an amount not to exceed \$50,000, (d) to the extent allowed at any time, all unpaid fees and expenses allowed by the Bankruptcy Court of professionals or professional firms retained pursuant to section 327, 330, 363, or 1103 of the Bankruptcy Code (the " <i>Professional Persons</i> ") that were incurred or accrued through the date upon which BMHC receives from the Agent a notice of an Event of Default, and (e) after the date upon which BMHC receives from such notice, to the extent allowed at any time, the payment of the fees and expenses of Professional Persons in an aggregate amount not to exceed \$500,000.	DIP Credit Agreement; Article I.
<u>Conditions Precedent</u>	The obligations of each DIP Lender under the DIP Credit Agreement shall be subject to conditions precedent consistent with a debtor in possession loan facility of this nature, including the execution of the DIP Credit Agreement and the payment of all related fees.	DIP Credit Agreement; Article V.
<u>Representation, Warranties, and Covenants</u>	The DIP Credit Agreement includes customary representations and warranties, affirmative covenants, and negative covenants consistent with a debtor in possession loan facility of this nature and the Prepetition Credit Agreement, including, without limitation, a quarterly minimum EBITDAR and capital expenditures covenants.	DIP Credit Agreement; Articles VI, VII and VIII.
<u>Events of Default</u>	The DIP Credit Agreement includes customary events of default consistent with a debtor in possession loan facility of this nature and the Prepetition Credit Agreement, including, without limitation, events of default relating to events in the Chapter 11 Cases (including, without limitation, dismissal of the Chapter 11 Cases, appointment of a trustee or an examiner with expanded powers, and conversion of the Chapter 11 Cases to chapter 7 cases) and a cross-default, in part, concerning the occurrence of an event of default or early termination date under any Swap Contract (as defined in the DIP Credit Agreement) entered into after the Petition Date.	DIP Credit Agreement Section 9.01.
<u>Remedies</u>	Upon the occurrence and continuation of an event of default under the DIP Facility, the DIP Agent may or shall, upon instructions from the Majority Lenders (as defined in the DIP Credit Agreement), by written notice to BMHC, terminate all commitments under the DIP Facility, require BMHC to cash collateralize amounts outstanding under the Letter of Credit Subfacility, declare all obligations due and payable and, upon three (3) business days' written notice to BMHC, the United States Trustee and any statutory committee, exercise all rights and remedies under the DIP Loan Documents and applicable law.	DIP Credit Agreement Section 9.02.

Material Term	Summary of Material Term	Provision
<u>The Debtors' Stipulations</u>	<p>As of the Petition Date, (i)the aggregate unpaid principal amount of the Prepetition Lender Debt is approximately \$310.3 million; and (ii) all of the Prepetition Lender Debt under the Prepetition Credit Agreement is unconditionally due and owing by the Debtors to the Prepetition Credit Agreement Lenders.</p> <p>Additional stipulations include:</p> <ul style="list-style-type: none"> ➤ as of the Petition Date, the Prepetition Credit Agreement Lenders held security interests in and liens on, among other things, substantially all of the Debtors' assets; and ➤ stipulations regarding the perfection, priority, and seniority of liens arising under the Prepetition Credit Agreement. 	Interim DIP Order ¶ I.
<u>Waivers</u>	The Debtors waive their right to challenge the DIP Liens or the Prepetition Liens under the Prepetition Credit Agreement and to bring avoidance actions against the DIP Agent, the DIP Lenders, the Prepetition Credit Agreement Lenders, and the Prepetition Administrative Agent.	Interim DIP Order ¶ I.
<u>Challenge Period</u>	Any statutory committee and any other non-Debtor party have ninety days from the Petition Date (the " Challenge Period Deadline ") to bring claims and actions against the Prepetition Credit Agreement Lenders and the Prepetition Administrative Agent.	Interim DIP Order ¶ 6.
<u>Expense Repayment</u>	The Debtors shall use proceeds of the DIP Facility to repay \$4.0 million of the amount owing under the Prepetition Revolving Credit Facility	DIP Credit Agreement Section 7.12.
<u>Automatic Stay</u>	The automatic stay under section 362 of the Bankruptcy Code is modified to effectuate all terms and provisions of the Interim DIP Order upon three (3) business day's written notice to BMHC, the U.S. Trustee and any statutory committee appointed in these Chapter 11 Cases.	Interim DIP Order ¶ 15(b).
<u>Section 506</u>	Each of the DIP Agent, the DIP Lenders, the Prepetition Administrative Agent, and the Prepetition Lenders shall be entitled to a waiver of the provisions of section 506(c) of the Bankruptcy Code	Interim DIP Order ¶ 15(e).
<u>Section 552</u>	Each of the DIP Agent, the DIP Lenders, the Prepetition Administrative Agent, and the Prepetition Lenders shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the DIP Agent, the DIP Lenders, the Prepetition Administrative Agent, and the Prepetition Lenders with respect to proceeds, products, offspring or profits of any of the Prepetition Collateral or the DIP Collateral.	Interim DIP Order ¶ 15(f).

PROVISIONS TO BE HIGHLIGHTED PURSUANT TO LOCAL RULE 4001-2

38. Local Rule 4001-2 requires the Debtors to highlight certain provisions included in the DIP Credit Agreement and DIP Orders. The provisions identified by Local Rule 4001-2 included in the DIP Orders and the DIP Credit Agreement are as follows:

39. **Repayment of Prepetition Debt (Local Rule 4001-2(a)(i)(E)).** Local Rule 4001-2(a)(i)(E) requires a description of provisions which contemplate the use of postpetition loans from a prepetition secured creditor to pay part or all of that secured creditor's prepetition debt. *See* Del. Bankr. L. R. 4001-2(a)(i)(E). The Debtors propose to borrow or obtain cash advances under the DIP Loan Documents to repay a limited portion, \$4.0 million, of the amount owing under the Prepetition Revolving Credit Facility (the "***Expense Repayment***"). The Expense Repayment relates to funds advanced under the Prepetition Revolving Credit Facility prior to the Petition Date to pay restructuring and bankruptcy planning and preparation fees, costs, and expenses (including the funding of retainers) incurred by the Debtors prior to the Petition Date. *See* Interim DIP Order ¶ 15(j).

40. The Debtors submit that the Expense Repayment is justified because (a) it truly represents the reimbursement of costs associated with the Chapter 11 Cases which, to prepare for the Chapter 11 Cases, had to be incurred before the Petition Date and (b) the Debtors would not have been able to secure the postpetition financing on such advantageous terms without the Expense Repayment. All of the Debtors' assets are encumbered by the liens and security interests (the "***Prepetition Liens***") securing the obligations under the Prepetition Credit Agreement. No potential postpetition lender was willing to extend credit on a junior priority basis or on a senior basis with as generous terms as the DIP Lenders. Thus, without Expense Repayment, the Debtors would have been forced to pursue alternate, more expensive postpetition financing and engage in expensive, time-consuming, and uncertain litigation.

41. The Final DIP Order provides that the approval of the DIP Facility is without prejudice to the right of any statutory committee, or other party-in-interest, to contest or challenge the validity of debt under the Prepetition Credit Agreement, the Prepetition Master

Agreements, or the Prepetition Liens until the Challenge Period Deadline. *See* Interim DIP Order ¶ 6. For the foregoing reasons, the Expense Repayment under the Interim DIP Order, as an initial advance by the DIP Agent and DIP Lenders under the DIP Facility, is justified in light of the circumstances of these Chapter 11 Cases.⁵

42. **506(c) Waiver (Local Rule 4001-2(a)(i)(C))**: Pursuant to Local Rule 4001-2(a)(i)(c), a movant must describe any provision which constitutes a waiver by the Debtors of the provisions of section 506(c) of the Bankruptcy Code. *See, e.g.*, Interim DIP Order ¶ 15(e). This provision is justified because it was a condition to receiving the financing provided by the DIP Facility and the Debtors' use of Cash Collateral, which liquidity is essential for the Debtors to continue operations in the ordinary course of business and avoid immediate and irreparable harm to their estates. Nor will the proposed 506(c) waiver take effect until entry of the Final DIP Order, thereby providing parties-in-interest an opportunity to object and be heard on matters with respect thereto.

43. **Priming Liens (Local Rule 4001-2(a)(i)(G))**. Pursuant to Local Rule 4001-2(a)(i)(G), a movant must describe provisions of the proposed debtor in possession facility which contemplate a priming of any secured lien without the consent of that lienor. *See* Del. Bankr. L.R. 4001-2(a)(i)(G).

44. The DIP Facility is a "priming" facility inasmuch as the DIP Liens will be senior to the Prepetition Liens of the Prepetition Lenders on the Prepetition Collateral, subject to

⁵ Courts have approved debtor-in-possession financing facilities that provided for the immediate repayment in full of prepetition indebtedness owed pursuant to secured prepetition credit facilities. *See e.g., In re Radnor Holdings Corp.*, Case No 06-10894 (PJW) (Bankr. D. Del. September 22, 2006); *In re Ultimate Electronics, Inc.*, Case No. 05-10104 (PJW) (Bankr. D. Del. Feb. 14, 2005); *In re Comdial Corp.*, Case No. 05-11492 (MFW) (Bankr. D. Del. June 29, 2005); *In re Hoop Holdings*, Case No. 08-10544 (BLJ) (Bankr. D. Del. April 16, 2008); *In re Linen 'n Things*, Case No. 08-10832 (CSS) (Bankr. D. Del. May 28, 2008).

the terms and conditions of the Interim DIP Order and the DIP Loan Documents. *See, e.g.*, Interim DIP Order ¶ 5(a). The DIP Lenders have consented to the terms of the DIP Facility, including the priming of the Prepetition Liens securing any remaining obligations to them under the Prepetition Credit Agreement, subject to the terms and conditions of the Interim DIP Order and the DIP Loan Documents. Any Prepetition Lenders who choose not to participate in the DIP Facility, moreover, will receive adequate protection, among other things, in the form of replacement liens and super-priority administrative expense claims that are junior only to the Carve-Out and the liens and administrative claims of the DIP Lenders. Any equipment or other collateral subject to the Other Secured Debt is not included in the DIP Collateral.

45. The aforementioned circumstances demonstrate that the above-described provisions are justified and should be authorized as necessary and appropriate.

BASIS FOR EXPEDITED RELIEF

46. The Debtors bring this Motion on an expedited basis due to the immediate and irreparable harm that would be suffered by the Debtors' estates if the Debtors cannot enter into the DIP Loans and use Cash Collateral needed to sustain their businesses as a going concern. The Debtors have an immediate need to obtain the financing under the DIP Facility and use Cash Collateral to permit them to, among other things, continue (a) to operate their businesses, (b) to maintain business relationships with vendors, suppliers, and customers, (c) to pay employee wages in the ordinary course of business, (d) to make necessary capital expenditures, and (e) to satisfy other working capital and operational needs, all of which are necessary to preserve the Debtors' going-concern value.

47. Without access to the DIP Facility and the use of Cash Collateral as provided herein, the Debtors may have to curtail or eventually terminate their business

operations, to the material detriment of creditors, employees, and other parties-in-interest, and the Debtors' ability to implement any pre-packaged plan of reorganization could be materially delayed or entirely disrupted. The Debtors must ensure that working capital is available now, and the Debtors anticipate accessing the DIP Facility almost immediately. The Debtors must demonstrate to their customers, suppliers, and vendors that they have sufficient capital to ensure ongoing operations in the ordinary course during the prosecution of these Chapter 11 Cases. Important estate stakeholders must believe that they Debtors will maintain "business as usual" during their hopefully brief stay in bankruptcy.

BASIS FOR RELIEF REQUESTED

A. The Debtors Should Be Authorized to Use the Cash Collateral on an Interim Basis

48. The Debtors' use of property of their estate is governed by section 363 of the Bankruptcy Code, which provides in pertinent part that:

If the business of the debtor is authorized to be operated under section . . . 1108 . . . of this title and unless the court orders otherwise, the [debtor] may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

11 U.S.C. § 363(c)(1).

49. Pursuant to section 363(c)(2) of the Bankruptcy Code, the Court may authorize the Debtors to use Cash Collateral as long as the applicable secured creditor consents or is adequately protected. *See In re McCormick*, 354 B.R. 246, 251 (Bankr. C.D. Ill. 2006) (to use the Cash Collateral of a secured creditor, the debtor must have the consent of the secured creditor or must establish to the bankruptcy court that the secured creditor's interest in the Cash Collateral is adequately protected). "**Cash Collateral**" is defined as "cash, negotiable

instruments, documents of title, securities, deposit accounts or other cash equivalents in which the estate and an entity other than the estate have an interest." 11 U.S.C. § 363(a).

50. The Debtors have an urgent need for the immediate use of the Cash Collateral pending the final hearing on this Motion and seek to use all Cash Collateral existing on or after the Petition Date. The Debtors require the use of the Cash Collateral to, among other things, pay present operating expenses, including payroll and vendors, and ensure a continued supply of goods and services essential to the Debtors' continued viability. Without the use of the Cash Collateral, the Debtors will not be able to meet their cash requirements for working capital needs. The DIP Lenders do not object to the Debtors' use of the Cash Collateral, subject to the terms and conditions set forth in the Interim DIP Order and the DIP Loan Documents.

51. To the extent any Prepetition Lender does not consent to the Debtors' use of Case Collateral, such lender will be adequately protected. What constitutes sufficient adequate protection is decided on a case-by-case basis. *See In re Columbia Gas Sys., Inc.*, 1992 WL 79323, at *2 (Bankr. D. Del. Feb. 18, 1992); *see also In re Realty Southwest Assocs.*, 140 B.R. 360 (Bankr. S.D.N.Y. 1992); *In re Beker Indus. Corp.*, 58 B.R. 725 (Bankr. S.D.N.Y.). By adequate protection, the Bankruptcy Code seeks to shield a secured creditor from diminution in the value of its interest in the particular collateral during the period of use. *See In re Continental Airlines, Inc.*, 154 B.R. 176, 180-181 (Bankr. D. Del. 1993); *In re 495 Central Park Avenue Corp.*, 136 B.R. 626, 631 (Bankr. S.D.N.Y. 1992). Adequate protection is not expressly defined by the Bankruptcy Code except through examples provided by section 361 of the Bankruptcy Code. The flexibility provided by section 361(3), in particular, provides the Court with discretion in fashioning the protection provided to a secured party. *See In re Swedeland Dev.*

Group, Inc., 16 F.3d 552, 564 (3d Cir. 1994). Thus, adequate protection can come in various forms, including replacement liens and priority claims.

52. To the extent of any diminution in value of the Prepetition Lenders' Prepetition Collateral, the Prepetition Lenders are entitled to adequate protection of their interests in the Collateral pursuant to Bankruptcy Code sections 361, 363(e), and 364(d)(1). As adequate protection, the Interim DIP Order contemplates the following:

- a. the Prepetition Lenders will receive replacement liens, junior to (i) the Permitted Priority Liens, (ii) the Carve-Out, (iii) the DIP Liens and (iv) the Prepetition Liens on the Prepetition Collateral;
- b. the Prepetition Lenders will receive administrative priority claims junior to the Carve-Out and the Superpriority Claim;
- c. payment of professional fees and expenses, including attorneys' fees, financial advisor fees and other professionals and consultants (to the extent such other professionals and consultants are provided for in the Prepetition Credit Agreement), of the Prepetition Administrative Agent during the Chapter 11 Cases, whether incurred before or after the Petition Date;
- d. to the extent allowable under section 506(b) of the Bankruptcy Code, the accrual of interest under the Prepetition Credit Agreement at the default rate specified therein; and
- e. the Debtors' acknowledgement of the validity and amount of the obligations under the Prepetition Credit Agreement and Prepetition Liens securing such obligations, subject to right of any statutory committee (for a limited time period) and other non-debtor Persons to challenge such obligations and liens.

53. By virtue of their participation in the DIP Facility, the DIP Lenders have consented that the adequate protection provided by the DIP Orders is sufficient under the facts and circumstances of the Chapter 11 Cases. And, although other Prepetition Lenders have not so expressly consented to the use of Cash Collateral or the financing provided herein, the notice and adequate protection provided to such parties is sufficient under the facts and circumstances of the Chapter 11 Cases.

54. Thus, the Debtors seek authority to provide the Prepetition Lenders with replacement liens junior to the DIP Facility to the extent of any diminution in the value of their Prepetition Collateral. These liens will be junior to the DIP Liens. The Debtors have also provided all Prepetition Lenders with notice of this Motion. Moreover, the Debtors respectfully submit that their continued performance in the ordinary course of business with respect to the obligations owed to the Prepetition Lenders will allow those parties to hold at least as favorable a position as existed prior to the Petition Date. *See Swedeland Dev. Group*, 16 F.3d at 564 (noting that adequate protection exists where "the proposal . . . provide[s] the pre-petition secured creditor with the same level of protection it would have had if there had not been post-petition superpriority financing"). In fact, however, the Prepetition Lenders' position is actually substantially enhanced by approval of the DIP Facility. Absent the DIP Facility, the Debtors would have insufficient cash to operate and no alternative to a liquidation. In such liquidation, the Prepetition Lenders would receive only approximately 23.2% to 33.6% of the amount owed to them (the "**Liquidation Distribution**"). With the DIP Facility, the Debtors are able to finance their business operations until the Plan can be confirmed. The distribution to the Prepetition Lenders under the Plan, even after taking into consideration the full repayment of the DIP Facility, far exceeds the Liquidation Distribution.

55. Accordingly, the Debtors believe that the adequate protection described above is sufficient to protect against any diminution in the value of any party's interest in the Prepetition Collateral during the brief period such collateral is used by the Debtors during these Chapter 11 Cases.

56. Courts in this district have granted similar relief in other recent chapter 11 cases.⁶ See, e.g., *In re Sharper Image Corp.*, No. 08-10322 (KG) (Bankr. D. Del. March 7, 2008); *In re Buffets Holdings, Inc.*, No. 08-10141 (MFW) (Bankr. D. Del. Feb. 22, 2008); *In re Pope & Talbot, Inc.*, No. 07-11738 (CSS) (Bankr. D. Del. Dec. 7, 2007); *In re HomeBanc Mortgage Corp.*, No. 07-11079 (KJC) (Bankr. D. Del. Sept. 13, 2007).

B. The Debtors Should Be Authorized To Enter into the DIP Facility on the Terms Provided Herein

57. As set forth above, the Debtors' ability to maximize the value of their estates hinges upon being able to access postpetition financing. Section 364 of the Bankruptcy Code distinguishes among (a) obtaining unsecured credit in the ordinary course of business, (b) obtaining unsecured credit outside the ordinary course of business, and (c) obtaining credit with specialized priority or on a secured basis. Pursuant to section 364(c), if a debtor cannot obtain postpetition credit on an unsecured basis, a court may authorize such debtor to obtain credit or incur debt that is entitled to super-priority administrative expense status, secured by a senior lien on unencumbered property or secured by a junior lien on encumbered property. 11 U.S.C. § 364(c); *In re Ames Dept. Stores, Inc.*, 115 B.R. 34, 37-39 (Bankr. S.D.N.Y. 1990) (debtor must show that it made reasonable efforts to seek other sources of financing under sections 364(a) and (b)); *In re Crouse Group, Inc.*, 71 B.R. 544, 549 (Bankr. E.D. Pa. 1987) (debtor seeking unsecured credit under section 364(c) of the Bankruptcy Code must prove that it cannot obtain unsecured credit pursuant to section 364(b)).

⁶ The Debtors have not annexed copies of the unreported orders cited herein because of their size. Copies of these orders, however, are available upon request of the Debtors' counsel, including at the hearing to consider the Motion.

58. The Court is also permitted to authorize the incurrence of debt secured by a senior or equal lien on all property of the estate where the Debtors cannot otherwise obtain credit and there is adequate protection for junior or equal lienholders. *See* 11 U.S.C. § 364(d); *see also In re Phoenix Steel Corp.*, 39 B.R. 218, 222 n.9 (D. Del. 1984) (noting that debtor must show "it is unable to obtain credit otherwise" in order to obtain debt secured by liens provided under section 364(d) of the Bankruptcy Code).

59. Specifically, section 364(d)(1) provides, in relevant part, that a court may, after notice and a hearing:

authorize the obtaining of credit or the incurring of debt secured by a senior or equal lien on property of the estate that is subject to a lien only if

- (A) the [debtor] is unable to obtain credit otherwise; and
- (B) there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted.

11 U.S.C. § 364(d)(1).

60. Despite the foregoing, a debtor seeking financing under section 364(c) or (d) of the Bankruptcy Code is not required to seek credit from every possible source. *See, e.g., In re Ames Dep't Stores, Inc.*, 115 B.R. at 40 (holding that debtor made reasonable efforts to satisfy the standards of section 364(c) to obtain less onerous terms where debtor approached four lending institutions, was rejected by two and selected the least onerous financing option from the remaining two lenders); *see also Bray v. Shenandoah Fed. Sav. & Loan Assoc. (In re Snowshoe Co.)*, 789 F.2d 1085, 1088 (4th Cir. 1986) ("[t]he statute imposes no duty to seek credit from every possible lender before concluding that such credit is unavailable"). Moreover, where few lenders likely can or will extend the necessary credit to a debtor, "it would be unrealistic and unnecessary to require [the debtor] to conduct such an exhaustive search for financing." *In re*

Sky Valley, Inc., 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988), *aff'd sub nom., Anchor Sav. Bank FSB v. Sky Valley, Inc.*, 99 B.R. 117, 120 n.4 (N.D. Ga. 1989); *see also In re Garland Corp.*, 6 B.R. 456, 461 (B.A.P. 1st Cir. 1980) (secured credit under section 364(c)(2) authorized, after notice and a hearing, upon showing that unsecured credit unobtainable); *In re Stanley Hotel, Inc.*, 15 B.R. 660, 663 (D. Colo. 1981) (bankruptcy court's finding that two national banks refused to grant unsecured loans was sufficient to support conclusion that section 364 requirement was met); *Ames*, 115 B.R. at 37-39 (debtor must show that it made reasonable efforts to seek other sources of financing under section 364(a) and (b)).

61. The focus of a bankruptcy court's approval of a financing agreement pursuant to section 364 should be whether the transaction would enhance the value of the debtor's assets. Courts advocate using a "holistic approach" to evaluate super-priority postpetition financing agreements that focuses on the transaction as a whole, not just on the priming of liens. *See In re Aqua Assocs.*, 123 B.R. 192, 196 (Bankr. E.D. Pa. 1991) ("Obtaining credit should be permitted not only because it is not available elsewhere, which could suggest the unsoundness of the basis for use of the funds generated by credit, but also because the credit acquired is of significant benefit to the debtor's estate and that the terms of the proposed loan are within the bounds of reason, irrespective of the inability of the debtor to obtain comparable credit elsewhere").

62. In furtherance of this approach, courts consider a number of factors, including, without limitation: (a) whether alternative financing is available on any other basis (e.g., whether any better offers, bids, or timely proposals are before the court); (b) whether the proposed financing is necessary to preserve estate assets and is necessary, essential, and appropriate for continued operation of the debtor's business; (c) whether the terms of the

proposed financing are reasonable and adequate given the circumstances of both the debtor and proposed lender(s); (d) whether the proposed financing agreement adequately protects prepetition secured creditors; and (e) whether the proposed financing agreement was negotiated in good faith and at arm's length and entry thereto is an exercise of sound and reasonable business judgment and in the best interest of the debtors' estate and its creditors. *See Bland v. Farmworker Creditors*, 308 B.R. 109, 113-14 (S.D. Ga. 2003). Each of these considerations has been met here.

i. The DIP Facility Represents the Best Financing Available

63. As set forth above, the Debtors selected the financing proposal provided by the DIP Lenders only after approaching approximately 34 potential sources of financing. Peter J. Solomon, on the Debtors' behalf, made numerous inquiries regarding potential lenders' level of interest and willingness to enter into a confidentiality agreement with the Debtors. In the end, the DIP Lenders' proposal offered the greatest economic benefits and allowed the Debtors to potentially avoid the expensive and time-consuming process of pressing for the approval of the DIP Credit Agreement over the objections of a majority of the Prepetition Lenders.

64. The Debtors believe it is imperative that they obtain postpetition financing with the consent of a majority of their Prepetition Lenders. A contested proceeding to use Cash Collateral or obtain a priming debtor-in-possession loan at the inception of the Chapter 11 Cases where the objecting parties include a majority of the Debtors' Prepetition Lenders could delay the Debtors' restructuring, incur significant costs, and erode the confidence of employees, vendors, and other creditor constituencies, endangering the long-term viability of the Debtors, regardless of the trial outcome. Accordingly, the Debtors' efforts to obtain postpetition financing satisfy the statutory requirements of section 364 of the Bankruptcy Code.

ii. *The DIP Facility Is Necessary to Preserve the Assets of the Debtors' Estates*

65. As debtors in possession, the Debtors have a fiduciary duty to protect and maximize the estate's assets. *See In re Mushroom Transp. Co., Inc.*, 382 F.3d 325, 339 (3d Cir. 2004); *Official Comm. of Unsecured Creditors of Cybergenics Corp. v. Chinery*, 330 F.3d 548, 573 (3d Cir. 2003). The DIP Facility, if approved, will first be used to complete the Expense Repayment and will thereafter provide essential working capital, allowing the Debtors to continue funding their day-to-day operations until the Plan is confirmed. Without the DIP Facility, the Debtors will be unable to preserve the going-concern value of their estates, thereby endangering the success of these Chapter 11 Cases.

66. The initial success of the Chapter 11 Cases and the stabilization of the Debtors' operations at the outset thereof depend on the confidence of the Debtors' employees, vendors, service providers, and customers, which in turn depends upon the Debtors' ability to minimize the disruption inherent to any bankruptcy filing. The Debtors are suffering severe liquidity constraints and cannot continue to operate without additional financing. If the relief sought in this Motion is delayed or denied, an immediate liquidation could ensue or, at the very least, the resulting business disruption could severely damage the Debtors' ability to reorganize. In contrast, approval of the DIP Facility will assure the Debtors' continued operations and smooth transition into bankruptcy, allowing the Debtors to preserve the going concern value of their estates.

iii. *The Terms of the DIP Credit Agreement Are Reasonable and Adequate Under the Circumstances*

67. The DIP Credit Agreement was negotiated in good faith and at arm's length among the parties, culminating in a carefully crafted agreement designed to maintain the Debtors' business as a going concern and preserve value for all parties-in-interest. Given the

urgent needs of the Debtors to obtain financial and operational stability for the benefit of all parties in interest, the terms of the proposed DIP Credit Agreement are the best available. Indeed, when viewed in their totality, the DIP Credit Agreement reflects the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and supported by fair consideration.

iv. *The Debtor's Proposed Adequate Protection Is Appropriate*

68. The proposed adequate protection is comprised of the "customary package" of the payment of fees and expenses of the Prepetition Administrative Agent's professionals, and the granting of liens and super-priority claims in respect of any diminution in value during the Chapter 11 Cases. This adequate protection, subject to the other terms and conditions set forth in the Interim DIP Order, has been consented to by the DIP Lenders.

v. *The Debtors Have Exercised their Business Judgment in Entering into the DIP Credit Agreement*

69. Bankruptcy courts routinely accept a debtor's business judgment on many business decisions, including the decision to borrow money. *See, e.g., Group of Inst. Investors v. Chicago, Mil., St. P. & Pac. Ry.*, 318 U.S. 523, 550 (1943) (holding that decisions regarding assumption or rejection of leases are left to the business judgment of the debtor); *In re Simasko Prod. Co.*, 47 B.R. 444, 449 (D. Colo. 1985) ("[b]usiness judgments should be left to the board room and not to this Court"). Further, one court has noted that "[m]ore exacting scrutiny [of the debtors' business decisions] would slow the administration of the debtor's estate and increase its cost, interfere with the Bankruptcy Code's provision for private control of administration of the estate, and threaten the court's ability to control a case impartially." *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1311 (5th Cir. 1985).

70. Bankruptcy courts generally will defer to a debtor-in-possession's business judgment regarding the need for and the proposed use of funds, unless such decision is arbitrary and capricious, *In re Curlew Valley Assocs.*, 14 B.R. 506, 511-13 (Bankr. D. Utah 1981); *see also In re Trans World Airlines, Inc.*, 163 B.R. 964, 974 (Bankr. D. Del. 1994) (approving interim loan, receivables facility, and asset-based facility based upon prudent business judgment of the debtor), and generally will not second-guess a debtor-in-possession's business decisions involving "a business judgment made in good faith, upon a reasonable basis, and within the scope of his authority under the [Bankruptcy] Code." *Curlew Valley*, 14 B.R. at 513-14 (footnotes omitted).

71. As described above, the Debtors have exercised sound business judgment in determining the appropriateness of the DIP Facility and have satisfied the legal prerequisites to incur debt on the terms and conditions set forth in the DIP Credit Agreement. The DIP Credit Agreement contains terms that are the best available under the circumstances.

72. The funds provided by the DIP Facility are essential to enable the Debtors to retain the confidence of vendors and customers and ensure the continued supply of goods and services they need to sustain their operations and maintain a competitive position in the marketplace through the pendency of these Chapter 11 Cases. Indeed, failure to obtain approval of the DIP Facility will irreparably harm the going-concern value of the Debtors' business which, in turn, will adversely affect the value ultimately received by their stakeholders.

73. Accordingly, pursuant to sections 364(c) and (d), the Debtors respectfully submit that they should be granted authority to enter into the DIP Credit Agreement and obtain funds from the DIP Lenders on the secured and administrative super-priority basis described herein.

vi. *Modification of the Automatic Stay is Warranted*

74. The proposed Interim DIP Order provides that the automatic stay provisions of section 362 of the Bankruptcy Code are, to the extent applicable, vacated and modified to allow the DIP Agent and the DIP Lenders to, among other things, upon an event of default under the DIP Loan Documents or the proposed Interim DIP Order, and subject to three (3) business days prior written notice to the Borrower, its counsel, and the U.S. Trustee, exercise all rights and remedies provided for in the DIP Loan Documents, the Interim DIP Order or under other applicable bankruptcy and non-bankruptcy law. *See* Interim DIP Order, ¶ 15(b).

75. Stay modification provisions of this sort are ordinary and usual features of postpetition financing facilities and, in the Debtors' business judgment, are reasonable under the present circumstances. Accordingly, the Court should modify the automatic stay to the extent contemplated by the DIP Credit Agreement and the DIP Orders.

INTERIM APPROVAL OF THE DIP FACILITY SHOULD BE GRANTED

76. The Debtors respectfully submit that interim approval of their use of the DIP Facility as provided by the Interim DIP Order is appropriate under the circumstances of these Chapter 11 Cases. As set forth above, Bankruptcy Rule 4001(c) permits a court to approve a debtor's request for financing during the 15-day period following the filing of a motion requesting authorization to obtain postpetition financing "only to the extent necessary to avoid immediate and irreparable harm to the estate pending a final hearing." Fed. R. Bankr. P. 4001(c)(2).

77. A key element of the Debtors' prosecution of these Chapter 11 Cases and performance under any pre-packaged plan of reorganization requires the Debtors to continue operations in the ordinary course of business. Accordingly, and given the immediate and irreparable harm to be suffered by the Debtors absent interim relief, the Debtors respectfully

request that the Court schedule and conduct a preliminary hearing on this Motion and authorize the Debtors, from the entry of the Interim DIP Order until the final hearing, to obtain credit under the terms contained in the DIP Credit Agreement and to utilize Cash Collateral. The interim authority will allow the Debtors to maintain ongoing operations and avoid immediate and irreparable harm and prejudice to their estates and all parties in interest pending a final hearing on the DIP Facility. The Debtors believe \$40 million is absolutely necessary on an interim basis. The Debtors are dependent on suppliers and builder customers that make business decisions to transact with the Debtors based, in part, on the financial ability of the Debtors to perform.

- Customers depend on the Debtors to supply materials and services over a period of time. For example, a customer may obtain a quote from the Debtors and then issue purchase orders for different phases in a subdivision. If the full \$40 million is not approved on an interim basis, the customers may doubt if the Debtors can meet their commitment to perform in the future and either use another supplier or split the job with another supplier.
- Vendors track the Debtors' credit status carefully. Accordingly, interim advances under DIP Facility of less than \$40 million could result in shortened payment terms and risk adjusted pricing.

REQUEST FOR WAIVER OF STAY

78. To implement the foregoing, the Debtors seek a waiver of any stay of the effectiveness of the order approving this Motion. Pursuant to Bankruptcy Rule 6004(h), any order authorizing the use, sale, or lease of property other than Cash Collateral is stayed until the expiration of 10 days after entry of the order, unless the court orders otherwise. As set forth above, the DIP Credit Agreement and use of Cash Collateral are essential to prevent potentially irreparable damage to the Debtors' operations. Accordingly, the Debtors submit that ample cause exists to justify a waiver of the 10-day stay imposed by Bankruptcy Rule 6004(h).

NOTICE

79. No trustee, examiner, or creditors' committee has been appointed in these chapter 11 cases. The Debtors have provided notice of filing of the Motion either by electronic mail or facsimile and/or by overnight mail to: (a) the Office of the United States Trustee for the District of Delaware; (b) the 50 largest unsecured creditors of the Debtors on a consolidated basis as identified in the Debtors' chapter 11 petitions; and (c) counsel to WFB, as agent for both of the Prepetition Lenders and DIP Lenders (collectively, the "*Notice Parties*"). As this Motion is seeking first-day relief, notice of this Motion and any order entered hereon will be served on all parties required by Local Rule 9013-1(m). Due to the nature of the relief requested, the Debtors respectfully submit that no further notice of the hearing on interim financing is required.

80. The Debtors further respectfully request that the Court schedule the Final Hearing and authorize them to mail copies of the signed Interim DIP Order, which fixes the time, date, and manner for the filing of objections, to the Notice Parties and (a) any party that has filed prior to such date a request for notices with this Court; and (b) counsel for any official committee(s). The Debtors request that the Court consider such notice of the Final Hearing, including without limitation, notice that the Debtors will seek approval at the Final Hearing of a waiver of rights under Bankruptcy Code Section 506(c) to be sufficient notice under Bankruptcy Rule 4001 and Local Rule 2002-1.⁷

⁷ Local Rule 2002-1(b) provides that "[i]n chapter 11 cases, all motions . . . shall be served only upon counsel for the debtor, the United States Trustee, counsel for all official committees, all parties who file a request for service of notices under Bankruptcy Rule 2002 and all parties whose rights are affected by the motion. If an official unsecured creditors' committee has not been appointed, service shall be made on the twenty (20) largest unsecured creditors in the case in lieu of the creditors' committee."

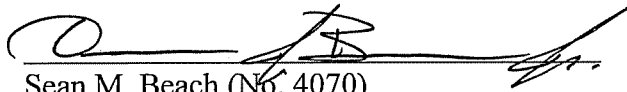
NO PRIOR REQUEST

81. No prior request for the relief sought in this Motion has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: Wilmington, Delaware
June 16, 2009

YOUNG CONAWAY STARGATT &
TAYLOR, LLP



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PROPOSED ATTORNEYS FOR DEBTORS AND
DEBTORS IN POSSESSION

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

IN RE:)	
)	Chapter 11
BUILDING MATERIALS HOLDING)	
CORPORATION, <i>et al.</i> , ¹)	Case No. 09-12074 ()
)	
Debtors.)	Jointly Administered
)	
)	

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO
(A) OBTAIN POSTPETITION SECURED FINANCING
AND (B) UTILIZE CASH COLLATERAL, (II) GRANTING LIENS AND
SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) GRANTING
ADEQUATE PROTECTION TO PREPETITION LENDERS, (IV) MODIFYING
THE AUTOMATIC STAY AND (V) SCHEDULING A FINAL HEARING**

Upon the motion (the "**DIP Motion**"), dated June 16, 2009, of Building Materials Holding Company ("**BMHC**" or the "**Borrower**") and its debtor affiliates, as debtors and debtors in possession (the "**Debtors**") for entry of an order authorizing the Debtors to, among other things:

(i) enter into (a) a Debtor in Possession Credit Agreement (the "**DIP Credit Agreement**"), attached hereto as **Exhibit 1** (as such agreement may be amended or modified from time to time),² by and among, BMHC, the guarantors party thereto (collectively, the "**Guarantors**"), and the other lenders from time to time party thereto (collectively, the "**Lenders**") and Wells Fargo Bank, National Association ("**WFB**"), as the Agent for the

¹ The Debtors, along with the last four digits of each Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036), and SelectBuild Illinois, LLC (0792).

² Each capitalized term used in this Order, but not defined herein, shall have the meaning ascribed to it in the DIP Credit Agreement.

Lenders (the "**Agent**"); and (b) all other loan documents (together with the DIP Credit Agreement, the "**DIP Loan Documents**");

(ii) borrow, on an interim basis, pursuant to the DIP Loan Documents, postpetition financing in an aggregate principal amount of up to \$40,000,000 (the "**Interim Commitment Amount**") and seek other financial accommodations from the Lenders pursuant to the DIP Credit Agreement, the other DIP Loan Documents, and this Order;

(iii) borrow, on a final basis, pursuant to the DIP Loan Documents, postpetition financing in an aggregate principal amount of up to \$80,000,000 (subject to certain borrowing base and other restrictions as set forth in the DIP Credit Agreement) and seek other financial accommodations from the Lenders pursuant to the DIP Credit Agreement, the other DIP Loan Documents, and this Order;

(iv) grant priming liens, security interests, and mortgages in substantially all of the Debtors' assets (subject to certain exceptions more fully set forth in the DIP Loan Documents and this Order) to secure repayment of the borrowings made under the DIP Loan Documents by, and financial accommodations made to, the Debtors;

(v) grant superpriority administrative expense status to the claims of the Agent and the Lenders under the DIP Loan Documents;

(vi) use the proceeds arising from the DIP Loan Documents in a manner consistent with the terms and conditions of the DIP Loan Documents and this Order;

(vii) use "Cash Collateral" (the "**Cash Collateral**") as such term is defined in section 363(a) of title 11 of the United States Code (the "**Bankruptcy Code**");

(viii) grant, as set forth more fully below, replacement liens and superpriority claims to the Prepetition Lenders (as defined below) only to the extent of any diminution in value

of such Prepetition Lenders' respective interests in property of the Debtors or their estates, as adequate protection for the use of Cash Collateral;

(ix) vacate and modify the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Loan Documents and this Order;

(x) pay all amounts contemplated to be paid under the DIP Documents (as defined below), including all fees and expenses set forth therein;

(xi) schedule a hearing (the "**Final Hearing**") to consider entry of a final order (the "**Final Order**") which, among other things, approves, on a final basis, the DIP Documents; and

(xii) waive any applicable stay of the effectiveness of this Order and provide for the immediate effectiveness of this Order.

The Court having considered the DIP Motion, examined the exhibits attached thereto, and having completed an interim hearing (the "**Interim Hearing**") as provided for under section 364 of the Bankruptcy Code and Rule 4001 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and finding the Debtors provided adequate notice to all necessary parties and that no further notice is required:

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. **Petition Date.** Commencing on June 16, 2009 (the "**Petition Date**"), the Debtors each filed voluntary petitions under chapter 11 of the Bankruptcy Code (the "**Chapter 11 Cases**") with the United States Bankruptcy Court for the District of Delaware (the "**Court**"). The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee

or examiner has been appointed in the Chapter 11 Cases.

B. **Jurisdiction and Venue.** This Court has jurisdiction over these proceedings pursuant to sections 157(b) and 1334 of title 28 of the United States Code and over the persons and property affected hereby. This Court's consideration of the DIP Motion constitutes a core proceeding under section 157(b)(2) of title 28 of the United States Code. Venue for these cases and the proceedings regarding the DIP Motion is proper in this district under sections 1408 and 1409 of title 28 of the United States Code.

C. **Committee Formation.** As of the date hereof, the United States Trustee for the District of Delaware (the "**United States Trustee**") has not yet appointed an official committee of unsecured creditors in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (a "**Creditors' Committee**").

D. **The Prepetition Credit Agreement.** BMHC, as borrower, the other Debtors, as guarantors, WFB, as administrative agent (the "**Prepetition Administrative Agent**"), and the lenders party thereto (together with the Prepetition Administrative Agent, the "**Prepetition Credit Agreement Lenders**") are parties to the Second Amended and Restated Credit Agreement, dated as of November 10, 2006 (as amended, the "**Prepetition Credit Agreement**"). The Prepetition Credit Agreement provides for a \$340 million term loan facility maturing November 2011 (the "**Prepetition Term Loan**") and a \$200 million revolving credit facility maturing November 2011 (the "**Prepetition Revolving Credit Facility**"). In addition, the Debtors caused to be issued various letters of credit (the "**Prepetition Letters of Credit**") in favor of certain of the Debtors' creditors. WFB issued the Prepetition Letters of Credit under the terms of the Prepetition Credit Agreement, by which the outstanding Prepetition Letters of Credit reduce the \$200 million amount available to the Debtors under the Prepetition Revolving Credit

Facility.

E. **The Swap Transactions.** The Debtors are party to two ISDA Master Agreements, (a) an ISDA Master agreement with BNP Paribas dated as of April 7, 2004 (along with all schedules, confirmations, and amendments to the same, the "**BNP Paribas Master Agreement**") and (b) an ISDA Master agreement with Suntrust Bank dated as October 10, 2006 (along with all schedules, confirmations, and amendments to the same, the "**Suntrust Bank Master Agreement**" and, together with the BNP Paribas Master Agreement, the "**Prepetition Master Agreements**"). The Prepetition Master Agreements govern multiple Transactions (as defined in the Prepetition Master Agreements) between the parties. For purposes of this Order, the term "**Prepetition Lenders**" shall mean the Prepetition Credit Agreement Lenders, BNP Paribas, and Suntrust Bank, in each case, in their capacities under the Prepetition Master Agreements.

F. **Other Secured Debt.** The Debtors' other long-term secured debt ("**Other Secured Debt**") consists of term notes, equipment notes, and capital leases for equipment that total approximately \$1.3 million. The interest rates on these borrowings vary and the dates of maturity extend through March 2021.

G. **Prepetition Indebtedness and Documents.** For purposes of this Order: (i) the term "**Prepetition Lender Debt**" shall mean all indebtedness and other amounts owed under the Prepetition Credit Agreement and the Prepetition Master Agreements and (ii) the term "**Prepetition Documents**" shall mean the Prepetition Credit Agreement, the Prepetition Security Agreement (as defined below), and the Prepetition Master Agreements, and all other agreements, documents, notes, instruments, and any other agreements delivered pursuant thereto or in connection therewith.

H. **Prepetition Liens.** To secure the Prepetition Lender Debt, the Debtors granted the Prepetition Lenders valid liens and senior security interests (the "**Prepetition Liens**") upon and in substantially all of the Debtors' property and assets (the "**Prepetition Collateral**"). The Prepetition Credit Agreement is secured pursuant to that certain Third Amended and Restated Security Agreement by and among the Debtors and the Prepetition Administrative Agent, dated as of November 10, 2006 (the "**Prepetition Security Agreement**"), which grants the Prepetition Credit Agreement Lenders a security interest in substantially all of the Debtors' assets. Obligations under the Prepetition Master Agreements, moreover, are secured by the Prepetition Collateral, and the resulting security interests are *pari passu* with that created under the Prepetition Security Agreement.

I. **Debtors' Stipulations.**

i. In requesting postpetition financing under the DIP Loan Documents, the Debtors acknowledge, represent, stipulate, and agree that in entering into the DIP Loan Documents, and as consideration therefor, that until such time as all non-contingent obligations under the DIP Credit Agreement (the "**DIP Obligations**") are paid in full and the commitments related thereto are terminated in accordance with the terms of the DIP Loan Documents, the Debtors shall not in any way grant, seek to grant, or cause to be granted any lien and/or claim that is senior to or *pari passu* with any of the liens, security interests, and claims provided under this Order to the Agent or the Lenders, including, without limitation, by offering a subsequent lender or any other party a superior or *pari passu* lien or claim pursuant to Bankruptcy Code section 364(d), or otherwise, except with respect to the Permitted Priority Liens³ and the Carve-Out (as defined herein).

³ For the purposes of this Order, "**Permitted Priority Liens**" shall mean, among others, certain prepetition liens for taxes, fees, assessments or other governmental charges which are not delinquent or remain

ii. The Debtors acknowledge, represent, stipulate, and agree that as of the Petition Date (A) the aggregate unpaid principal amount of the Prepetition Lender Debt is approximately \$310.3 million and the outstanding face amount of all undrawn letters of credit under the Prepetition Credit Agreement of approximately \$112.5 million, exclusive of accrued but unpaid interest, fees, costs, and expenses incurred, or anticipated to be incurred, in connection therewith, as provided under the Prepetition Credit Agreement and/or the Prepetition Master Agreements; (B) all of the Prepetition Lender Debt under the Prepetition Credit Agreement is unconditionally due and owing by the Debtors to the Prepetition Credit Agreement Lenders; (C) all claims in respect of the Prepetition Lender Debt are not subject to any avoidance, reductions, disallowance, set off, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, or any other challenges under the Bankruptcy Code or any other applicable law or regulation; and (D) the Debtors have waived, discharged, and released any right they may have to challenge any of the Prepetition Lender Debt and the security for those obligations and to assert any offsets, defenses, claims, objections, challenges, causes of action, and/or choses of action against the Prepetition Administrative Agent and the Prepetition Lenders and any of their respective affiliates, parents, subsidiaries, agents, attorneys, advisors, professionals, officers, directors, and employees;

(continued...)

payable without penalty, or which are being contested in good faith and by appropriate proceedings, if adequate reserves in accordance with GAAP are maintained by BMHC or such subsidiary, which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto; carriers', warehousemen's, mechanics', landlords', materialmen's, repairmen's or other similar liens arising in the ordinary course of business which are not delinquent or which are being contested in good faith and by appropriate proceedings, if adequate reserves in accordance with GAAP are maintained by BMHC or such subsidiary, which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto; liens (other than any lien imposed by ERISA and other than on the Collateral) consisting of pledges or deposits required in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation; and easements, rights of way, restrictions and other similar encumbrances incurred in the ordinary course of business which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the businesses of BMC and its subsidiaries.

provided, however, that the Debtors' waiver, discharge, and release under this paragraph shall only relate to claims and security arising under or related to the Prepetition Documents.

iii. The Debtors acknowledge, represent, stipulate, and agree that as of the Petition Date and immediately prior to giving effect of this Order, the Prepetition Documents are valid and binding agreements and obligations of the Debtors and the Prepetition Liens (A) constitute valid, binding, enforceable, and first-priority properly perfected security interests and liens on the Prepetition Collateral; and (B) are not be subject to avoidance, reductions, disallowance, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, or any other challenges under the Bankruptcy Code or any other applicable law or regulation by any person or entity.

J. **Notice.** The Interim Hearing was held in accordance with Bankruptcy Rule 4001 and Local Rule 4001-2. Notice of the Interim Hearing and the relief requested in the DIP Motion was provided by the Debtors on June 16, 2009, whether by telecopy, email, overnight courier, or hand delivery, to parties-in-interest, including: (i) the Office of the United States Trustee; (ii) the Securities and Exchange Commission; (iii) the Internal Revenue Service; (iv) WFB, as Agent and Prepetition Administrative Agent; (v) BNP Paribas; (vi) Suntrust Bank; (vii) the parties listed on the Debtors' list of thirty (30) largest unsecured creditors; and (viii) counsel to the Agent and Prepetition Administrative Agent. Such notice of the Interim Hearing and the relief requested in the DIP Motion is due and sufficient notice and complies with sections 102(1) and 364 of the Bankruptcy Code; Bankruptcy Rules 2002, 4001(c), 4001(d); and the Local Rules.

K. **Need for Postpetition Financing.** Entry of this Order is necessary to prevent substantial harm to the Debtors' estates that would otherwise result if the Debtors fail to

obtain the financing contemplated herein to preserve the Debtors' assets and continue their operations. The Debtors' businesses have an immediate need to obtain the postpetition financing under the DIP Loan Documents in order to permit, among other things, the orderly continuation of the operation of their businesses, to maintain business relationships with vendors, suppliers, and customers, to make payroll, to make capital expenditures and to satisfy other working capital and operational, financial, and general corporate needs. The Debtors will suffer substantial harm unless this Court immediately authorizes the Debtors to obtain loans and other financial accommodations from the Lenders in accordance with the terms of this Order, the DIP Loan Documents, and any other documents, instruments, or agreements related thereto or delivered or executed in connection therewith (the DIP Loan Documents, together with such documents, instruments, and agreements, the "**DIP Documents**").

L. **No Comparable Credit Available on More Favorable Terms.** The Debtors have made reasonable efforts, under the circumstances, to locate financing of the type contemplated by this Order, and the Court expressly finds that the Debtors are unable to obtain, in the ordinary course of business or otherwise, financing of the type contemplated herein on an unsecured basis. Specifically, the Debtors have been unable to obtain unsecured credit allowable under sections 364(a), 364(b), 364(c)(1), and 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors are also unable to obtain secured credit, allowable under Bankruptcy Code sections 364(c) and 364(d), on more favorable terms and conditions than those provided in the DIP Documents and this Order.

M. **Lenders' Requirements.** The Lenders are willing to lend money and provide other financial accommodations to the Debtors only on the terms and conditions and with the protections provided herein and in the DIP Documents and are relying on such terms,

conditions, and protections in agreeing to lend money and provide financial accommodations to the Debtors hereunder.

N. **Use of Cash Collateral.** The Debtors also require the use of Cash Collateral to operate their business. Without the use of Cash Collateral, the Debtors will not be able to meet their cash requirements for working capital needs. The Agent and the Lenders consent to the use of their Cash Collateral under the Prepetition Credit Agreement on the terms and conditions, and for the purposes, specified herein and in the DIP Loan Documents. The adequate protection provided herein and other benefits and privileges contained herein are consistent with and authorized by the Bankruptcy Code and are necessary in order to obtain such consent or non-objection of such parties and to adequately protect non-consenting parties' interests in the Prepetition Collateral.

O. **Good Cause.** The ability of the Debtors to obtain sufficient working capital and liquidity and use of Cash Collateral under this Order and the DIP Loan Documents is vital to the Debtors' estate and creditors. The liquidity to be provided pursuant to the receipt of the Interim Commitment Amount and through the use of Cash Collateral will enable the Debtors to continue to operate their businesses in the ordinary course and preserve the value of the Debtors' businesses. The Debtors' estate will be immediately and irreparably harmed if this Order is not entered. Good Cause has, therefore, been shown for the relief sought in the DIP Motion, as modified herein.

P. **Good Faith.** The terms and conditions of the use of Cash Collateral and the DIP Documents have been negotiated in good faith and at arms' length by all parties involved and reflect the Debtors' exercise of prudent business judgment, and the Agent and the Lenders and the Debtors have offered sufficient proof thereof. Accordingly, the Court expressly finds

that the terms of this Order and the DIP Documents have been extended in good faith and that any credit extended, loans to be made, or other financial accommodations granted to the Debtors pursuant to this Order and the DIP Documents shall, in each case, be deemed to be extended in good faith, as that term is used in section 364(e) of the Bankruptcy Code.

Q. **506(c) and 552(b) Waivers.** In light of the Lenders' agreement to subordinate their liens and superpriority claims to the Carve-Out and the Permitted Priority Liens, as applicable, subject to entry of a Final DIP Order, the Lenders and the Prepetition Lenders are entitled to a waiver of (i) the provisions of section 506(c) of the Bankruptcy Code and (ii) any "equities of the case" claims under section 552(b) of the Bankruptcy Code, in each case, in respect of the DIP Documents.

R. **Immediate Entry of the Order.** The Debtors have requested that this Order become immediately effective and enforceable upon entry pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). The DIP Motion and this Order comply with Local Rule 4001-2. The Debtors have demonstrated good cause for the entry of this Order and for this Order to become immediately effective and enforceable upon entry. Among other things, entry of this Order and the immediate effectiveness and enforceability of this Order upon entry will minimize the disruption of the Debtors' business operations and permit the Debtors to satisfy their operating expenses, will increase the potential for confirmation of a successful chapter 11 plan for the Debtors, and are in the best interests of the Debtors, their creditors, and the Debtors' estates. The terms of the borrowings and other financial accommodations authorized hereby are fair and reasonable under the circumstances and reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties.

S. **Entitlement to Adequate Protection.** As a result of the grant of the DIP

Liens, subordination to the DIP Liens, the Permitted Priority Liens, and the Carve-Out, the use of the Prepetition Collateral authorized herein, and the imposition of the automatic stay under section 362 of the Bankruptcy Code, the Prepetition Lenders are entitled to adequate protection only to the extent of the diminution of the value of the Prepetition Collateral, pursuant to sections 361, 362, and 363 as set forth herein. The Debtors have agreed, in the exercise of their sound business judgment, to provide adequate protection to the Prepetition Lenders on the terms and conditions set forth in this Order, which terms and conditions are fair and reasonable and were negotiated in good faith and at arms' length.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. **Motion Granted.** The DIP Motion is granted on an interim basis in accordance with the terms and conditions set forth in this Order and the DIP Documents. Any objections and reservations of rights included therein, to the extent not withdrawn with prejudice, settled, or resolved are hereby overruled on the merits. This Order shall be valid, binding on all parties in interest, and fully effective immediately upon entry notwithstanding the possible application of Bankruptcy Rules 6004(h), 7062, and 9014.

2. **Authorization.**

(a) Upon execution and delivery of the DIP Credit Agreement and the other DIP Documents and provided that the Debtors are not in default under the terms of this Order, the Debtors shall be and hereby are authorized to borrow money and seek other financial accommodations on an interim basis, in the aggregate principal amount of up to the Interim Commitment Amount, from the Lenders on the terms and conditions contained in this Order and the DIP Documents. The DIP Documents, including, without limitation, the DIP Credit Agreement, are expressly approved by this Court. To effectuate and evidence the terms and

conditions of the borrowings and extensions of credit and other financial accommodations to be made to the Debtors by the Lenders pursuant to the terms of this Order, the Debtors are hereby authorized and directed to enter into the DIP Credit Agreement substantially in the form appended as **Exhibit 1** hereto and any other DIP Documents that may be entered into in connection with the DIP Credit Agreement, which agreements are hereby expressly approved by this Court and, subject to entry of the Final Order by the Court, to repay a limited portion, \$4.0 million, of the amount owing under the Prepetition Revolving Credit Facility (as described in greater detail below).

(b) Subject to the terms of this Order and the DIP Documents, the Debtors are authorized and directed to use Cash Collateral in which the Prepetition Administrative Agent and/or the Prepetition Lenders may have an interest, in accordance with the terms, conditions, and limitations set forth in this Order and/or the DIP Loan Documents, without further approval by this Court. Any dispute in connection with the use of Cash Collateral in accordance with the DIP Loan Documents and this Order shall be heard by this Court.

3. **Enforceable Obligations.** Upon execution and delivery of the DIP Credit Agreement and the other DIP Documents, such agreements and documents shall constitute valid and binding obligations of the Debtors, enforceable against the Debtors, their estates, and any successors thereto and their creditors in accordance with their terms.

4. **Superpriority Administrative Claim Status.** The Agent, for the benefit of itself and the Lenders, is hereby granted an allowed superpriority expense claim (the "**Superpriority Claim**") against the Borrower and each Guarantor pursuant to section 364(c)(1) of the Bankruptcy Code, with priority over all other costs and expenses of the kinds specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 363, 364, 503(b), 506(c),

507(a), 507(b), 546, 726, 1113, and 1114 of the Bankruptcy Code, subject and subordinate only to the Carve-Out, and at all times, senior to the rights of the Debtors or any successor trustee, examiner, or responsible person, and not subject to subordination, impairment, or avoidance, in the Chapter 11 cases and in any successor case or proceeding under the Bankruptcy Code or otherwise.

5. **Post-Petition Liens.** Upon entry of this Order, the Agent and the Lenders shall be and hereby is granted, as of the date hereof, valid, perfected, enforceable, and non-avoidable first priority priming liens on and senior security interests (the "**DIP Liens**") in all of the property, assets, or interests in property or assets of BMHC and each Guarantor, of any kind or nature whatsoever, real or personal, now existing or hereafter acquired or created (including all property of the estate (within the meaning of the Bankruptcy Code), all accounts, deposit accounts, money, letter of credit rights, commercial tort claims, inventory, contract rights, instruments, documents, chattel paper, general intangibles, machinery and equipment, real property, leases, capital stock or other equity interests in any subsidiary, intercompany claims, and investment property, and all other causes of action arising under the Bankruptcy Code or otherwise, and all proceeds, rents, products, and profits of any of the foregoing) (the "**Collateral**"), which DIP Liens shall not be subject to subordination, impairment, or avoidance, for all purposes in the Chapter 11 Cases and any successor case or proceeding under the Bankruptcy Code or otherwise; provided, however, that "Collateral" shall not include: (i) any agreements, contracts, permits, or licenses only if and to the extent that the granting of a lien as contemplated hereby would (A) constitute a violation of a restriction in favor of a third party on such grant, (B) give any other party to such contract, instrument, license, license agreement, or other document the right to terminate its obligations thereunder, or (C) violate any law (other

than (but only in respect of agreements or contracts not constituting a document evidencing a Capital Lease or purchase money obligation) to the extent that any such term described in the preceding clauses (A), (B) or (C) would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the UCC (or any successor provision or provisions)) ("**Excluded Contracts and Leases**"; provided, further, that any agreement, contract, permit or license that does not constitute "Collateral" pursuant to this sentence shall immediately become "Collateral," and the Loan Parties, as applicable, shall be deemed to have granted a lien therein, from and after such time as the other party to such agreement, contract, permit or license consents to the grant of a Lien in such agreement, contract, permit or license in favor of the Collateral Agent or the prohibition against granting a lien therein otherwise ceases to be effective; and provided, further, that with respect to Excluded Contracts and Leases, Collateral shall include the proceeds from the disposition of Excluded Contracts and Leases whether now or hereafter arising, whether tangible or intangible, and wherever located; (ii) any equipment subject to certain long-term secured debt consisting of the term notes, equipment notes and capital leases set forth on Part I of Schedule 1.01A of the DIP Credit Agreement and any other equipment in which any Loan Party has rights if and for so long as the grant of a security interest therein shall constitute or result in a breach or termination pursuant to the terms of, or a default under, any capital lease or purchase money agreement entered into in connection with the acquisition or financing of such equipment; provided, however, that such security interest shall attach immediately at such time as the term restricting the attachment of a security interest in such equipment is no longer operative or the attachment of a security interest in such equipment would not constitute or result in a breach or termination pursuant to the terms of, or a default under, the capital lease or purchase money agreement governing such equipment; (iii) any trademark applications filed in the United States

Patent and Trademark Office on the basis of a Loan Party's "intent-to-use" such trademark to the extent that granting a security interest in such trademark application prior to such filing would adversely affect the enforceability or validity or result in the voiding of such trademark application, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Collateral; (iv) any Avoidance Actions; (v) the insurance-related cash collateral accounts set forth on Schedule 1.01B of the DIP Credit Agreement, the aggregate balances of which shall not exceed \$4,000,000 at any point in time without the prior written consent of the Administrative Agent; or (vi) the real property set forth on Part II of Schedule 1.01A of the DIP Credit Agreement:⁴

(a) Senior Lien Priority. The DIP Liens shall not at any time be (i) made subject or subordinate to, or made *pari passu* with any other lien, security interest, or claim existing as of the Petition Date, or created under Bankruptcy Code sections 363 or 364(d) or otherwise other than the Permitted Priority Liens and the Carve-Out or (ii) made subject to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estate under Bankruptcy Code section 551.

(b) Perfection of Postpetition Liens. The Agent and the Lenders shall not be required to file or record financing statements, mortgages, notices of liens, or other documents in any jurisdiction or take any other action in order to validate, perfect, or establish the priority of the DIP Liens granted to them by this Order or the DIP Loan Documents. The DIP Liens granted in this Order and in the DIP Loan Documents to secure repayment of any of

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For the avoidance of doubt, the Collateral shall not include equipment and other assets pledged as collateral with respect to the Other Secured Debt.

the DIP Obligations are deemed perfected hereby and no further notice, filing, or other act shall be required to effect such perfection. If the Agent and the Lenders shall, in their sole discretion, choose to file (in accordance with the terms and conditions set forth in the DIP Loan Documents) financing statements, mortgages, or other documents or otherwise confirm perfection of such security interests, liens, and mortgages, the Agent and the Lenders are authorized (to the extent not prohibited by the DIP Loan Documents) to effect such filings and recordings and all such financing statements, mortgages, or similar documents shall be deemed to have been filed or recorded at the time and on the date of entry of this Order. The automatic stay imposed by section 362(a) of the Bankruptcy Code shall not limit the right of the Agent or the Lenders to take such steps as it determines in its discretion are necessary or desirable to perfect any of the DIP Liens, even absent an event of default under the DIP Facility. A photocopy of this Order may, in the discretion of the Lenders and the Agent, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, notices of lien, or similar instruments, and all filing offices are directed hereby to accept such copy of this Order for filing and recording.

(c) Term. The DIP Liens, Superpriority Claim, and other rights and remedies granted under this Order to the Agent and the Lenders shall continue in the Chapter 11 Cases and any successor case or proceeding under the Bankruptcy Code or otherwise, and such liens and security interests shall maintain their first priority as provided in this Order until all the DIP Obligations have been paid in full and the Lenders' commitments have been terminated in accordance with the DIP Loan Documents.

6. **Challenge Period.**

(a) **Challenge Period Deadline.** Any non-Debtor party-in-interest with standing (including any Creditors' Committee) shall have until ninety (90) days from the Petition Date (the "**Challenge Period Deadline**") to file an adversary complaint with this Court (i) challenging the validity, enforceability, extent, or priority of the Prepetition Lender Debt or the Prepetition Liens or (ii) otherwise asserting any other claims or causes of action against the Prepetition Lenders (and their successors and assigns, if applicable) (a "**Challenge**") arising out of the Prepetition Master Agreements or the Prepetition Credit Agreement, and/or the prepetition activities of the Prepetition Administrative Agent or any of the Prepetition Lenders (and/or its and/or their successors and assigns, if applicable). Any Challenge may be filed in the name of the Debtors without leave of the Court, upon three (3) days prior written notice to the Debtors and the Prepetition Administrative Agent.

(b) **Failure to File or Successfully Prosecute a Challenge.** To the extent that (i) a Challenge is not filed by the Challenge Period Deadline (or such other later date as may be extended by the written consent of the Prepetition Administrative Agent, acting on the instruction of the Majority Lenders, with respect to the Prepetition Credit Agreement, or BNP Paribas or Sun Trust, with respect to their respective Prepetition Master Agreements) by any statutory committee or such other non-Debtor party or (ii) if a Challenge is so filed and the Prepetition Administrative Agent or any of the Prepetition Lenders (and/or its and/or their successors and assigns, if applicable) ultimately prevails in its defense thereof pursuant to a non-appealable order: (A) the Prepetition Lender Debt shall constitute allowed claims for all purposes in the Debtors' bankruptcy proceedings and shall not be subject to avoidance, reduction, recovery, set off, offset, recharacterization, subordination (whether equitable, contractual, or

otherwise), counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any other applicable federal, state, or local law or regulation by any person or entity (including, without limitation, any receiver, administrator, trustee, successor trustee, examiner, or responsible person in the Chapter 11 Cases and any successor case or proceeding under the Bankruptcy Code or otherwise); (B) the Prepetition Liens shall be deemed legal, valid, binding, enforceable, perfected, and otherwise unavoidable first priority liens and security interests, as of the Petition Date, and, except as set forth in this Order, shall not be subject to any claim (as such term is defined in the Bankruptcy Code), counterclaim, cross-claim, defense, avoidance, reduction, recovery, set off, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), or any other challenge under the Bankruptcy Code or any other applicable federal, state, or local law or regulation, by any person or entity (including, without limitation, any receiver, administrator, trustee, successor trustee, examiner, or responsible person in the Chapter 11 Cases and any successor case or proceeding under the Bankruptcy Code or otherwise); (C) each Debtor shall be deemed to have irrevocably waived and released any and all "claims" (as such term is defined in the Bankruptcy Code), counterclaim, cross-claims, causes of action, defenses, offsets, and set off rights against the Prepetition Administrative Agent and each of the Prepetition Lenders, in their respective capacities as Prepetition Administrative Agent and/or Prepetition Lender, and not in any other capacity or in respect of any other relationship it or they may have, or have had, with the Debtors, whether arising at law or in equity, including, without limitation, those asserting avoidance, reduction, recovery, set off, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), or any other challenge arising under or pursuant to the Bankruptcy Code or any other applicable federal, state, or local law or regulation.

(c) To the extent a Challenge is timely filed on or before the Challenge Period Deadline (or any amendment to such Challenge, as may be allowed thereafter), all claims and actions respecting the Prepetition Lender Debt or the Prepetition Liens or against the Prepetition Lenders shall be deemed, immediately and without further notice, motion or application to, order of, or hearing before, this Court, to have been forever relinquished, discharged, released, and waived as to (i) each such party filing such Challenge, except with respect to claims and actions that are expressly asserted in the Challenge (or any amendment to such Challenge as may be allowed thereafter) and (ii) all other parties that failed to file such Challenge.

7. **Adequate Protection Parties.** The Debtors acknowledge and stipulate that the Prepetition Lenders are entitled, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, to adequate protection of their interests in their Prepetition Collateral, including the Cash Collateral, only for and equal in amount to the aggregate diminution in the value of the Prepetition Lenders' interest in the Prepetition Collateral. Pursuant to the terms and conditions of this Order and the DIP Loan Documents, upon the execution and delivery of the DIP Credit Agreement and the other DIP Loan Documents, and provided that no Debtor is in default of the terms and conditions of this Order and the DIP Loan Documents, each Debtor is authorized to use all Cash Collateral for the operation of their respective businesses in accordance with the DIP Loan Documents. As adequate protection, the applicable Prepetition Lenders are hereby granted the following (collectively, the "**Adequate Protection Obligations**"):

(a) **Adequate Protection Liens.** Pursuant to Bankruptcy Code section 361, 363(e), and 364(d), as adequate protection of the interests of the Prepetition Lenders in the

Prepetition Collateral against any diminution in value of such interests in the Prepetition Collateral on account of (i) depreciation, physical deterioration, use, sale, loss, or decline in market value, (ii) the granting of the DIP Liens, (iii) the Debtors' use of Cash Collateral and other Prepetition Collateral, and (iv) the imposition of the automatic stay, the Debtors hereby grant to the Prepetition Lenders, continuing valid, binding, enforceable, and perfected postpetition security interests in and liens on the Collateral (the "**Replacement Liens**") and not subject to subordination, impairment, or avoidance in the Chapter 11 Cases and any successor case or proceeding under the Bankruptcy Code or otherwise. The Replacement Liens shall be junior in priority only to: (i) Permitted Priority Liens; (ii) the DIP Liens; (iii) the Carve-Out; and (iv) the Prepetition Liens on the Prepetition Collateral. The Replacement Liens shall be senior to all other security interests in, liens on, or claims against any of the Prepetition Collateral.

(b) **Adequate Protection Claim**. As further adequate protection of the interests of the Prepetition Lenders in the Prepetition Collateral against any diminution in value of such interests in the Prepetition Collateral on account of (i) depreciation, physical deterioration, use, sale, loss, or decline in market value, (ii) the granting of the DIP Liens, (iii) the Debtors' use of Cash Collateral and other Prepetition Collateral, and (iv) the imposition of the automatic stay, the Prepetition Lenders are hereby granted as and to the extent provided by Bankruptcy Code section 507(b) an allowed superpriority administrative expense claim in the Chapter 11 Cases (the "**Adequate Protection Priority Claims**") not subject to subordination, impairment, or avoidance in the Chapter 11 Cases and any successor case or proceeding under the Bankruptcy Code or otherwise. Except as set forth herein, the Adequate Protection Priority Claims shall have priority over all administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever,

including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (subject to entry of a Final Order), 507(a), 507(b) 546(c), 546(d), 726 (to the extent permitted by law), 1113, and 1114; provided, however, that the Adequate Protection Priority Claims shall be junior in priority to the Superpriority Claim and the Carve-Out.

(c) As further adequate protection for the use of the Prepetition Collateral (including Cash Collateral) by the Debtors, and in accordance with Bankruptcy Code sections 361, 363(e), and 364(d), the Prepetition Lenders shall receive, as applicable, from the Debtors:

(i) Fees and Expenses. The Debtors are authorized and directed to pay the reasonable fees and expenses incurred by counsel, financial advisors and other professionals and consultants (to the extent that such other professionals and consultants are provided for under the Prepetition Credit Agreement) retained by the Prepetition Administrative Agent in connection with the Chapter 11 Case (the "**Prepetition Administrative Agent's Professional Costs**"), subject to the same invoice and objection procedures set forth in paragraph 15(j) below for the payment of the professional fees of the Agent and the Lenders; provided, however, that (subject to entry of a Final Order) upon the Debtors' payment of the Prepetition Lender Debt in full, the Debtors shall no longer be obligated under this paragraph 7(c)(i) to reimburse the Prepetition Administrative Agent for the Prepetition Administrative Agent Professional Costs.

(ii) Accrual of Interest and Other Amounts. To the extent allowable under section 506(b) of the Bankruptcy Code, the Debtors shall accrue interest on the Prepetition Lender Debt at the default contractual rate until such time as the Prepetition Lender Debt is paid in full.

(iii) Continuation of Liens. The Prepetition Lender shall retain continuing liens on all of the Prepetition Collateral until repayment in full of the Prepetition Lender Debt.

(d) Consent to Priming and Adequate Protection. The Agent and Lenders, acting as the Prepetition Administrative Agent and Prepetition Lenders under the Prepetition Credit Agreement, consent to the adequate protection and the priming provided for herein; provided, however, that the consent of the Agent and the Lenders to the priming, the use of Cash Collateral, and the sufficiency of the adequate protection provided for herein is expressly conditioned upon the entry of this Order, and such consent shall not be deemed to extend to any other replacement financing or debtor in possession financing other than such provided under the DIP Loan Documents; and provided, further, that such consent shall be of no force and effect in the event this Order is not entered and the DIP Loan Documents are not approved.

8. Carve-Out. The Lenders agree that the DIP Liens, the Adequate Protection Liens, and the Superpriority Claim shall be subject to: (i) any unpaid fees due to the United States Trustee pursuant to 28 U.S.C. Section 1930 of the United States Code or otherwise and any fees due to the clerk of the Bankruptcy Court, (ii) the reasonable fees and expenses approved by the Bankruptcy Court incurred by a trustee under section 726(b) or 1104 of the Bankruptcy Code in an aggregate amount not to exceed \$100,000, (iii) the reasonable expenses of members of any statutory committee appointed in the Bankruptcy Cases (excluding fees and expenses of professional persons employed by such committee members individually) in an amount not to exceed \$50,000, (iv) to the extent allowed at any time, all unpaid fees and expenses allowed by the Bankruptcy Court of professionals or professional firms retained pursuant to section 327, 330, 363, or 1103 of the Bankruptcy Code (the "Professional Persons")

that were incurred or accrued through the date upon which BMHC receives from the Agent a notice of an Event of Default, and (v) after the date upon which BMHC receives from the Agent notice of an Event of Default, to the extent allowed at any time, the payment of the fees and expenses of Professional Persons in an aggregate amount not to exceed \$500,000; provided, however, that: (1) the dollar limitations in clause (v) above on fees and expenses shall not be reduced by the amount of any compensation or reimbursement of expenses incurred by or paid to any Professional Person prior to the notifications of BMHC by the Agent of the occurrence of an Event of Default in respect of which the Carve-Out is invoked or by any fees, expenses, indemnities, or other amounts paid to any Agent, the Lenders, or their respective attorneys or agents under the DIP Credit Agreement or otherwise, and (2) to the extent the dollar limitation in clause (v) on fees and expenses is reduced by an amount as a result of payment of such fees and expenses during the continuation of an Event of Default, and such Event of Default is subsequently cured or waived, such dollar limitation shall be increased by an amount equal to the amount by which it has been so reduced (the amount of all such permitted uses being defined herein as the "Carve-Out").

9. **Authorization to Use Proceeds of DIP Loan Documents and Cash Collateral.** To the extent that the Lenders make advances or extend credit on an interim basis, under this Order and the DIP Credit Agreement, the Debtors shall use such loans, and shall otherwise use their Cash Collateral and other assets, solely in a manner that is consistent with the terms of this Order and the DIP Loan Documents, including, without limitation, to repay \$4,000,000 owed under the Prepetition Revolving Credit Facility.

10. **Limitations on the Use of Proceeds.** No proceeds of loans or other financial accommodations made by the Lenders hereunder, and no Cash Collateral, may be used

to compensate services rendered or expenses incurred in connection with, directly or indirectly, (i) the filing and prosecution of a Challenge; provided, however, up to \$50,000 in the aggregate of Cash Collateral and advances under the DIP Facility may be used by any statutory committee respecting an investigation of the validity, enforceability, extent, or priority of the Prepetition Lender Debt or the Prepetition Liens; (ii) the modification, stay, or amendment of this Order without the consent of the Agent; or (iii) a violation, breach, or default of this Order or any of the DIP Documents, including, without limitation, any claim or action the purpose of which is to seek or the result of which would be to obtain any relief (a) objecting to or contesting the validity, extent, amount, perfection, priority, or enforceability, in whole or in part, any of the DIP Obligations or the DIP Liens in the Collateral or (b) preventing, hindering, or otherwise delaying, whether directly or indirectly, the Lenders' or the Agent's assertion, enforcement, or realization upon any Collateral as permitted by this Order or such documents.

11. **Sale of the Collateral and Resulting Proceeds.** Any proceeds of the sale, lease, or other disposition of the Collateral shall be applied in the manner consistent with this Order and the terms of the DIP Loan Documents, and the Debtors hereby irrevocably waive any right to direct the manner or application of any payments to the Lenders or any other receipts by the Lenders of proceeds of the Collateral contrary to the provisions of the DIP Loan Documents. Without the consent of the Agent (acting upon the instruction of the Majority Lenders), the Debtors may not sell any Collateral unless the proceeds of the sale of the Collateral are applied in accordance with the terms of the DIP Credit Agreement.

12. **Enforcement of Remedies.** At any time after the occurrence and during the continuance of any Event of Default, without further order of, application to, or action by this Court, the Agent may or shall, upon instructions from the Majority Lenders as defined in the DIP

Credit Agreement, by written notice to BMHC (i) terminate all commitments under the DIP Credit Agreement and Debtors' authorization to use Cash Collateral, (ii) require that BMHC cash collateralize the L/C Obligations in an amount equal to the then effective amount of the L/C Obligations; (iii) declare all or a portion of the outstanding DIP Obligations owed to the Lenders and payable by BMHC to be immediately due and payable without presentment, demand, protest, or any other notice of any kind, all of which are hereby expressly waived; and/or (iv) subject to the giving of three business days notice to Borrower, the United States Trustee and any statutory committee, the automatic stay under section 362 of the Bankruptcy Code shall be deemed automatically vacated and the Agent and the Lenders shall be entitled to exercise all of their respective rights and remedies under the DIP Loan Documents.

13. **Reliance by Lender.** The Debtors shall not seek to modify, vacate, or amend this Order without the written consent of the Agent (acting at the direction of the Majority Lenders). If any or all of the provisions of this Order are hereafter modified, vacated, or stayed by subsequent order of this or any other Court, such stay, modification, or vacation shall not affect the validity of any debt to the Lenders incurred pursuant to this Order or the DIP Documents prior to the later of (i) the effective date of such stay, modification, or vacation and (ii) receipt of written notice thereof by counsel to the Agent at the addresses set forth in section 11.2 of the DIP Credit Agreement (the "**Effective Time**"), or otherwise affect the validity and enforceability of any DIP Lien or priority authorized hereby. Notwithstanding any such stay, modification, or vacation, any advances of funds made pursuant to this Order by the Lenders to or for the benefit of the Debtors prior to the Effective Time shall be governed in all respects by the original provisions of this Order.

14. **Good Faith.** The Court has considered and determined the matters addressed in this Order pursuant to its power under section 364(c) of the Bankruptcy Code. Subject to entry of a Final Order, each of the terms and conditions of the DIP Documents, as part of an authorization under such section, is subject to the protections contained in section 364(e) of the Bankruptcy Code.

15. **Miscellaneous.**

(a) **Section 364 Waiver.** In consideration of the financing and other accommodations made available pursuant hereto, the Debtors irrevocably waive any right to: (i) grant or impose, or request that the Court grant or impose, under section 364 of the Bankruptcy Code or otherwise, liens, security interests, or mortgages on any property, equal or superior to the priority of the DIP Liens, except as provided under the Permitted Priority Liens, the Carve-Out, and the DIP Loan Documents (including the Adequate Protection Obligations); and (ii) seek authority to use Cash Collateral as defined in section 363 of the Bankruptcy Code other than as permitted by this Order, the DIP Credit Agreement, and the other DIP Loan Documents. Such waiver shall be binding upon any successor trustee, examiner, or responsible person in the Chapter 11 Cases or any successor case or proceeding under the Bankruptcy Code or otherwise.

(b) **Modification of the Automatic Stay.** Subject solely to any requirement of the giving of notice by the terms of this Order or the Final Order, the automatic stay provided in section 362 of the Bankruptcy Code shall be deemed automatically vacated without further action or order of the Court, and the Administrative Agent and the Lenders, upon three (3) Business Days' written notice to BMHC, the United States Trustee, and the any statutory committee appointed in the Chapter 11 Cases, shall be entitled to exercise all of their respective

rights and remedies under the DIP Loan Documents, including all rights and remedies with respect to the Collateral and the Guarantors. The Debtors and/or the Creditors' Committee shall have the initial burden of proof at any hearing on any request by the Debtors and/or the Creditors' Committee to re-impose or continue the automatic stay as provided herein. This Court shall retain exclusive jurisdiction to hear and resolve any disputes and enter any orders required by the provisions of this paragraph and relating to the application, re-imposition or continuance of the automatic stay as provided hereunder.

(c) Prohibitions In the Event of Dismissal of Any of the Cases. Except to the extent provided in the DIP Loan Documents, the Debtors shall not seek dismissal of any of the Chapter 11 Cases unless and until all of the DIP Obligations shall have been finally paid in full. If an order dismissing any of the Chapter 11 Cases of the Debtors under section 1112 of the Bankruptcy Code or otherwise is at any time entered: (i) the priority claims and DIP Liens granted to the Agent pursuant to this Order and the DIP Loan Documents in the Collateral of such Debtor shall continue in full force and effect and shall maintain their priorities as provided in this Order until the DIP Obligations shall have been finally paid in full; (ii) this Court shall retain jurisdiction, notwithstanding such dismissal, for purposes of interpreting this Order; and (iii) such order shall not modify the rights granted to the Agent and Lenders pursuant to this paragraph.

(d) Section 552(b) Waiver. Subject to Final Hearing and entry of Final DIP Order, the Agent, the Lenders, the Prepetition Administrative Agent, and the Prepetition Lenders shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply

to the Agent and the Lenders with respect to proceeds, product, offspring, or profits of any of the Collateral.

(e) Section 506(c) Waiver. Subject to Final Hearing and entry of Final Order, no costs or expenses of administration shall be imposed against the Agent, the Lenders, the Prepetition Administrative Agent, the Prepetition Lenders, the DIP Obligations, the Prepetition Indebtedness, the Collateral, or the Prepetition Collateral under section 506(c) of the Bankruptcy Code or otherwise, and no action or inaction on the part of the Agent, the Lenders, the Prepetition Administrative Agent, or the Prepetition Lenders shall be deemed to constitute a consent to such surcharge.

(f) No Marshaling. The Agent, the Lenders, the Prepetition Administrative Agent, and the Prepetition Lenders shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Collateral.

(g) No Waiver. The failure of the Lenders and the Prepetition Lenders to seek relief or otherwise exercise their rights and remedies under the DIP Documents, the DIP Facility, the Prepetition Documents or this Order, as applicable, shall not constitute a waiver of any of the Lenders' or the Prepetition Lenders' rights hereunder, thereunder or otherwise.

(h) Amendment. The Debtors and the Agent may amend or waive any provision of the DIP Documents without the need for further approval from this Court provided that: (i) the DIP Documents, as so modified, are not materially different from the DIP Documents approved in this Order; (ii) notice of all amendments to the DIP Documents are filed with the Court; and (iii) notice of all amendments to the DIP Documents is provided to all parties requesting notice in these cases, and the United States Trustee.

(i) Amendment of Organic Documents. Each Debtor shall, and shall cause each applicable entity that it controls to, implement any necessary amendment to its certificate of incorporation, bylaws, or comparable governing documents such that the relief requested herein shall not have any adverse consequences under any provisions in such governing documents or any shareholder rights plan or similar arrangements.

(j) Reimbursement of Costs and Expenses. All fees, costs, and/or expenses payable or reimbursable by the Debtors as set forth in the DIP Loan Documents are hereby approved. The Agent and Lenders shall be promptly reimbursed by the Debtors, without further motion to, hearing by, or order of this Court and without conforming with applicable guidelines of the United States Trustee, for all reasonable out-of-pocket costs and expenses (including, without limitation, all filing and recording fees, attorneys' and paralegals' fees and expenses, and out-of-pocket expenses) (the "**Expense Reimbursement**"), in each case, only as provided for in the DIP Documents; provided, however, that the Agent and the Lenders, as applicable, shall serve, by facsimile or electronic mail, each Expense Reimbursement on the United States Trustee, counsel to the Debtors, and counsel to the Creditors' Committee (the "**Expense Reimbursement Notice Parties**"). If, after ten (10) Business Days after receipt by the Expense Reimbursement Notice Parties of notice of any Expense Reimbursement, the Expense Reimbursement Notice Parties do not deliver to the Agent or a Lenders, as applicable, an objection to the reasonableness of such Expense Reimbursement, then the Debtors shall promptly pay the Agent or the Lender, as applicable, such Expense Reimbursement. If an Expense Reimbursement Notice Party objects to any portion of an Expense Reimbursement, then the Expense Reimbursement Notice Party shall, within ten (10) Business Days after receipt of notice of the objectionable Expense Reimbursement, deliver to the Agent or a Lender a written

objection outlining the amounts to which the Expense Reimbursement Notice Party objects and the reasons therefore. In such case, the Debtors shall promptly pay the Agent or the Lender, as applicable, the undisputed amount of the Expense Reimbursement and the disputed amount shall not be paid absent agreement of the objecting Expense Reimbursement Notice Party or further order of this Court.

(k) Prepetition Expense Reimbursement. The Debtors shall borrow or obtain cash advances under the DIP Loan Documents to repay a limited portion, \$4.0 million, of the amount owing under the Prepetition Revolving Credit Facility (the "**Prepetition Expense Repayment**").

(l) Releases. BMHC and the Guarantors shall release (for themselves and their respective bankruptcy estates) (i) the Lenders and the Agent from any and all claims, liens, priority, actions, or inactions arising hereunder or in any other manner, and (ii) the Prepetition Credit Agreement Lenders and the Prepetition Administrative Agent under the Prepetition Credit Agreement from any and all claims, liens, priority, actions, or inactions arising under the Prepetition Credit Agreement or in any other manner (the releases set forth in this clause (ii) being subject only to the right of the any statutory committee appointed in the Chapter 11 Cases or any party in interest, to the extent provided herein, to investigate and bring claims within 90 days of the filing of the Chapter 11 Cases), with such releases being satisfactory to such Lenders and Prepetition Credit Agreement Lenders, as applicable, in their discretion.

(m) Indemnification. BMHC shall indemnify and hold harmless the Agent, each Lender, affiliates of the Agent and each Lender and each of their respective partners, directors, officers, employees, advisors and agents (each an "**Indemnified Party**") from and against any and all losses, claims, damages, liabilities and related expenses (including the fees,

charges and disbursements of any counsel for any Indemnified Party), and shall indemnify and hold harmless each Indemnified Party from all fees and time charges and disbursements for attorneys who may be employees of any Indemnified Party, incurred by any Indemnified Party or asserted against any Indemnified Party by any third party or by BMHC or any other Debtor arising out of, in connection with, or as a result of (i) the execution or delivery of the DIP Credit Agreement, any other Loan Document, the performance by the parties hereto of their respective obligations thereunder, the consummation of the transactions contemplated thereby, or, in the case of the Agent (and any sub-agent thereof) and its related parties only, the administration of the DIP Credit Agreement and the other Loan Documents, (ii) any loan or letter of credit or the use or proposed use of the proceeds therefrom, (iii) certain environmental claims related in any way to BMHC or any of its subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing; provided that such indemnity shall not, as to any Indemnified Party, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnified Party or (y) result from a claim brought by BMHC or any other Debtor against an Indemnified Party for breach in bad faith of such Indemnified Party's obligations under any Loan Document, if BMHC or such other Debtor has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

(n) No Third Party Beneficiary. No party not referenced in this Order is intended to be or shall be deemed to be a third party beneficiary of the provisions of this Order or any of the DIP Documents.

(o) Action by Lenders. Any action authorized to be taken on behalf of the Lenders as a whole by less than all of the Lenders or by the Agent pursuant the terms of any of the DIP Documents shall be deemed to be the action of the Lenders under this Order.

(p) Amendment of Order. The Debtors shall, with the consent of the Agent, be entitled to amend this Order so as to make any non-substantive, non-material changes. Notice of any amendment of the Order shall be provided to all parties entitled to receive notice of such amended Order.

(q) Order Controlling. To the extent any terms of this Order are inconsistent with the terms set forth in the DIP Documents, the terms of this Order shall control.

16. **Limitations on Liens.** Notwithstanding anything in this Order to the contrary, nothing herein or in the DIP Documents shall be deemed to authorize or grant a lien or security interest in favor of the Agent or the Lenders in or on the collateral securing the Other Secured Debt.

17. **Immediate Effectiveness.** Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062, or 9014 or any other Bankruptcy Rule, this Order shall be valid and fully effective immediately upon its entry, and, upon such entry, shall be binding upon and inure to the benefit of the Agent, the Lenders, the Debtors, their estates, and their respective successors and assigns (including, without limitation, any trustee, examiner, or responsible person hereinafter appointed as a representative of any of the estates in these or any subsequent proceedings under the Bankruptcy Code), and the terms and provisions of this Order as well as the liens, security interests, and mortgages and other terms of the DIP Credit Agreement and the other DIP Documents shall continue in these proceedings and any superseding proceedings under the Bankruptcy Code or otherwise, and such liens, security interests, and mortgages shall maintain

their priority as provided by this Order, until satisfied and discharged. This Order likewise shall be immediately binding and effective on the terms set forth above with respect to any other debtor that shall become part of the Chapter 11 Cases upon the filing of a bankruptcy petition or entry of the order for relief for such debtor, and, at such time, such debtor shall be deemed party to all of the DIP Documents.

18. **Final Hearing Date.** The Final Hearing to consider entry of the Final Order approving the relief sought in the DIP Motion shall be held on _____, 2009 at _____ (prevailing Eastern Time) (as the same may be adjourned or continued by this Court) before the Honorable _____, at the United States Bankruptcy Court for the District of Delaware.

19. **Notice.** The Debtors shall, within three (3) Business Days, serve by mail a copy of this Order on the Notice Parties and any other persons which the Debtors know are entitled to notice under Bankruptcy Rule 4001(c). Any party-in-interest objecting to the relief sought in the Final Order shall submit any such objection in writing and file same with this Court (with a courtesy copy to chambers) and serve (so as to be received) such objection no later than on _____, 2009 at _____ (prevailing Eastern Time) on the following:

(a) Young, Conaway, Stargatt & Taylor, LLP, The Brandywine Building, 1000 West St., 17th Floor, Wilmington, Delaware, DE 19801 (Attn: Sean M. Beach, Esq. and Robert F. Poppiti, Jr., Esq. (Tel. (302) 571-6600; Facsimile (302) 571-1253) and Gibson, Dunn & Crutcher LLP, 200 Park Ave., 47th Floor, New York, New York 10166-0193 (Attn: Michael A. Rosenthal, Esq. and Matthew K. Kelsey, Esq. (Tel. (212) 351-4000 and Facsimile (212) 351-4035), proposed counsel to Debtors;

(b) Richards, Layton & Finger, P.A., One Rodney Square, 920 King Street, Wilmington, DE 19801 (Attn: Paul N. Heath, Esq. (Tel. (302) 651-7590, Facsimile (302) 498-

7590)) and Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, San Francisco, CA 94105-3441 (Attn: Kevin B. Fisher, Esq. (Tel. (415) 856-7219, Facsimile ((415) 856-7200) and 75 East 55th Street, New York, New York 10022 (Attn: Thomas L. Kent, Esq. (Tel. (212) 318-6060 and Facsimile (212) 230-7899), counsel to the Prepetition Administrative Agent and Agent; and

(c) Office of the United States Trustee for the District of Delaware, 844 King street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: _____ (Tel. (____)_____, Facsimile (____)_____).

Dated: Wilmington, Delaware
June ____, 2009

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

EXHIBIT B

\$80,000,000

**SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION
CREDIT AGREEMENT**

Dated as of June 16, 2009

among

**BUILDING MATERIALS HOLDING CORPORATION,
as Borrower,**

**BMC WEST CORPORATION
AND OTHER SUBSIDIARIES,
as Guarantors,**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent and L/C Issuer**

and

**THE FINANCIAL INSTITUTIONS PARTY HERETO,
as Lenders**

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**SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION
CREDIT AGREEMENT**

This Senior Secured Super-Priority Debtor-in-Possession Credit Agreement (“Agreement”), dated as of June 16, 2009, is made and entered into by and among (i) BUILDING MATERIALS HOLDING CORPORATION, a Delaware corporation, as borrower (“Holdings”), (ii) BMC WEST CORPORATION, a Delaware corporation (the “Company”), and certain other subsidiaries of Holdings, as Guarantors (as defined herein), (iii) WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders (the “Administrative Agent”), and (iv) the various financial institutions from time to time party to this Agreement (individually, a “Lender” and, collectively, the “Lenders”).

RECITALS

A. On June 16, 2009 (the “Petition Date”), Holdings and Guarantors filed with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) voluntary petitions for relief (the “Bankruptcy Cases”) under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. Sections 101 et seq., and remain in possession of their assets pursuant to Sections 1107 and 1108 thereof. Each Guarantor is a subsidiary of Holdings.

B. Holdings has requested that the Lenders make postpetition loans to Holdings pursuant to a debtor-in-possession credit facility consisting of a revolving credit facility in an aggregate principal amount not to exceed \$80,000,000, including a \$20,000,000 letter of credit subfacility, subject to the terms of this Agreement and, if and when entered, the Financing Orders (as defined herein).

C. The Lenders are severally, and not jointly, willing to extend such credit to Holdings under this Agreement upon the terms and conditions set forth in this Agreement and the Financing Orders.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual agreements, provisions and covenants contained herein, the parties hereto hereby agree as follows:

ARTICLE I.

DEFINITIONS

1.01 Certain Defined Terms. The following terms have the following meanings when used herein (including in the Recitals hereof):

“Account” means an account (as that term is defined in the UCC).

“Account Debtor” means any Person who is obligated on an Account.

“Acquisition” means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (i) the acquisition of all or substantially all of the

assets of a Person, or of any business or division of a Person, (ii) the acquisition of in excess of 50% of the capital stock, partnership interests, membership interests or equity of any Person, or otherwise causing any Person to become a Subsidiary, or (iii) a merger or consolidation or any other combination with another Person (other than a Person that is a Subsidiary).

“Additional Guarantor Accession Date” has the meaning specified in Section 7.13.

“Additional Guarantor Assumption Agreement” has the meaning specified in Section 7.13.

“Adequate Protection” means the adequate protection ordered by the Bankruptcy Court pursuant to Sections 361, 362, 363 and 364 of the Bankruptcy Code, and in the case of the lenders under the Prepetition Credit Agreement, shall include (i) an administrative priority claim junior and subordinate only to the Carve-Out and the Obligations, (ii) replacement Liens on the Collateral junior and subordinate only to the Carve-Out and the Liens securing the Obligations, (iii) new Liens on previously unencumbered Collateral junior and subordinate only to the Carve-Out and the Liens securing the Obligations, (iv) payment of professional fees and expenses, including attorneys’ fees and financial advisor fees, of the Prepetition Credit Agreement’s administrative agent during the Bankruptcy Cases, whether incurred prepetition or postpetition, (v) to the extent of the value of the collateral securing the obligations under the Prepetition Credit Agreement, the accrual of interest under the Prepetition Credit Agreement at the default rate specified therein, and (vi) the Loan Parties’ acknowledgement of the validity and amount of the obligations under the Prepetition Credit Agreement and Liens securing such obligations, subject to the right of the statutory committee of unsecured creditors’ (for a limited time period) and other non-debtor Persons to challenge such obligations and Liens.

“Administrative Agent” has the meaning specified in the preamble, and any successor Administrative Agent arising under Section 10.06.

“Administrative Agent Related Persons” means Wells Fargo and any successor Administrative Agent arising under Section 10.06 and any L/C Issuer hereunder, together with their respective Affiliates, and the officers, directors, employees, agents and attorneys-in-fact of such Persons and Affiliates.

“Administrative Agent’s Payment Office” means the address for payments set forth on Schedule 11.02 or such other address as the Administrative Agent may from time to time specify.

“Administrative Questionnaire” means an Administrative Questionnaire in a form supplied by the Administrative Agent.

“Affiliate” means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

“Agency Fee” has the meaning specified in Section 2.09(a).

“Agency Fee Letter” has the meaning specified in Section 2.09(a).

“Aggregate Revolving Commitment” means the combined Revolving Commitments of the Lenders, which combined Revolving Commitments shall not exceed (i) the Interim Commitment Amount from and after the date upon which the Bankruptcy Court issues the Interim Financing Order, and (ii) the Final Commitment Amount from and after the date upon which the Bankruptcy Court issues the Final Financing Order. The Aggregate Revolving Commitment includes the L/C Commitment.

“Agreement” has the meaning specified in the preamble.

“Applicable Fee Amount” means, with respect to the Commitment Fees, 0.50%, and, with respect to the Standby Letter of Credit fees payable hereunder, 4.50%.

“Applicable Margin” means 4.50%.

“Approved Fund” means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

“Assignee Group” means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

“Assignment and Assumption” means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 11.06), and accepted by the Administrative Agent, in substantially the form of Exhibit D or any other form approved by the Administrative Agent.

“Attorney Costs” means and includes all fees and disbursements of any law firm or other external counsel, the allocated cost of internal legal services and all disbursements of internal counsel.

“Available Commitment” has the meaning specified in Section 2.09(b).

“Avoidance Actions” means all causes of action arising under Sections 502(d), 542, 544, 545, 547, 548, 550, 551, 553(b) or 724(a) of the Bankruptcy Code and any proceeds therefrom and property received thereby, whether by judgment, settlement or otherwise.

“Bankruptcy Cases” has the meaning specified in Recital A.

“Bankruptcy Code” means the Bankruptcy Code of the United States (11 U.S.C. §101, et seq.).

“Bankruptcy Court” has the meaning specified in Recital A.

“Base Rate” means, for any day, a fluctuating rate equal to the highest of: (i) the Prime Rate in effect on such day, (ii) a rate determined by Administrative Agent to be 1.00% above Daily One Month LIBOR in effect on such day, (iii) the Federal Funds Rate plus 1.00%, and (iv) 3.00%.

“Borrowing” means a borrowing hereunder consisting of (i) Revolving Loans made to Holdings on the same day by the Lenders under Article II, or (ii) an L/C Borrowing.

“Borrowing Base” means, as of any date of determination, the result of:

(a) 70% of the (A) amount of Eligible Accounts less the (B) Warranty Reserve less (C) the Gift Certificate Reserve, plus

(b) 50% of (A) the value of Eligible Inventory (other than Truss and Millwork Inventory) less (B) the Inventory Vendor Discount Reserve less (C) the Inventory Volume Rebate Reserve, plus

(c) 25% of (A) the value of Eligible Truss and Millwork Inventory less (B) the Truss and Millwork Vendor Discount Reserve less (C) the Truss and Millwork Volume Rebate Reserve, plus

(d) 75% of the Fixed Assets Orderly Liquidation Value, minus

(e) the Rent Reserve plus the aggregate amount of other reserves, if any, including with respect to the Carve-Out, established by the Administrative Agent in the exercise of its Permitted Discretion.

“Borrowing Base Certificate” means a certificate, in substantially the form of Exhibit I, by which Holdings certifies calculation of the Borrowing Base.

“Borrowing Date” means any date on which a Borrowing occurs.

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks in New York City or San Francisco are authorized or required by law to close.

“Capital Expenditures” means, for any period, the aggregate of all expenditures of Holdings and its Subsidiaries during such period determined on a consolidated basis that, in accordance with GAAP, are or should be included in “purchase of property and equipment” or similar items reflected in the consolidated statement of cash flows of Holdings and its Subsidiaries.

“Capital Lease” means, for any Person, any lease of property (whether real, personal or mixed) which, in accordance with GAAP, would, at the time a determination is made, be required to be recorded as a capital lease in respect of which such Person is liable as lessee.

“Carve-Out” means (i) any unpaid fees due to the U.S. Trustee pursuant to 28 U.S.C. Section 1930 of the United States Code or otherwise and any fees due to the clerk of the Bankruptcy Court, (ii) the reasonable fees and expenses approved by the Bankruptcy Court incurred by a trustee under Section 726(b) or 1104 of the Bankruptcy Code in an aggregate amount not to exceed \$100,000, (iii) the reasonable expenses of members of any statutory committee appointed in the Bankruptcy Cases (excluding fees and expenses of professional persons employed by such committee members individually) in an aggregate amount not to

exceed \$50,000, (iv) to the extent allowed at any time, all unpaid fees and expenses allowed by the Bankruptcy Court of professionals or professional firms retained pursuant to Section 327, 330, 363, or 1103 of the Bankruptcy Code (the “Professional Persons”) that were incurred or accrued on or after the Petition Date through the date upon which Holdings receives from the Administrative Agent a notice of an Event of Default, and (v) after the date upon which Holdings receives from the Administrative Agent notice of an Event of Default, to the extent allowed at any time, the payment of the fees and expenses of Professional Persons in an aggregate amount not to exceed \$500,000; provided, however, that: (1) the dollar limitations in clause (v) above on fees and expenses shall not be reduced by the amount of any compensation or reimbursement of expenses incurred by or paid to any Professional Person prior to the notifications of Holdings by the Administrative Agent of the occurrence of an Event of Default in respect of which the Carve-Out is invoked or by any fees, expenses, indemnities or other amounts paid to the Administrative Agent, the Lenders or their respective attorneys or agents under this Agreement or otherwise, and (2) to the extent the dollar limitation in clause (v) on fees and expenses is reduced by an amount as a result of payment of such fees and expenses during the continuation of an Event of Default, and such Event of Default is subsequently cured or waived, such dollar limitation shall be increased by an amount equal to the amount by which it has been so reduced.

“Cash Balance” means, at any time, the aggregate Dollar amount of all cash and cash equivalents of Holdings and its Subsidiaries held in deposit accounts, securities accounts or otherwise, as determined in accordance with GAAP, but including, without limitation, any cash or cash equivalents held in a Cash Collateral Account without regard to how the account balance is accounted for on Holdings’ financial statements.

“Cash Collateral Account” means that certain deposit account with account number 4121914204 held at Wells Fargo Bank, N.A. (or such other interest-bearing deposit accounts held at Wells Fargo Bank, N.A. or its Affiliates satisfactory to the Administrative Agent) in the name of Holdings, in which cash shall from time to time be deposited pursuant to the Loan Documents as additional collateral for the Obligations, and on which the Administrative Agent shall have a first priority Lien, subject and subordinate only to the Carve-Out and Permitted Priority Liens, and over which the Administrative Agent shall have dominion and control. The Prepetition Administrative Agent shall have a second priority lien on the Cash Collateral Account, subject and subordinate only to the Liens securing the Obligations, the Carve-Out and Permitted Priority Liens.

“Cash Collateralize” means to pledge and deposit with or deliver to the Administrative Agent, as additional collateral for the L/C Obligations or the Obligations, as the case may be, pursuant to the Loan Documents, cash or deposit account balances. Derivatives of such term shall have corresponding meaning.

“Cash Management Order” means that certain order entered by the Bankruptcy Court in the Bankruptcy Cases in form and substance reasonably acceptable to the Administrative Agent and the Majority Lenders, which, among other things, authorizes the continued use of the Loan Parties’ existing cash management system.

“Change in Law” means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any

change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority.

“Closing Fee” has the meaning specified in Section 2.09(d).

“Code” means the Internal Revenue Code of 1986.

“Collateral” means all of the property, assets or interests in property or assets of Holdings and each Guarantor, of any kind or nature whatsoever, real or personal, now existing or hereafter acquired or created (including all property of the estate (within the meaning of the Bankruptcy Code), all accounts, deposit accounts, money, letter of credit rights, commercial tort claims, inventory, contract rights, instruments, documents, chattel paper, general intangibles, machinery and equipment, real property, leases, capital stock or other equity interests in any Subsidiary, intercompany claims, and investment property, and all other causes of action arising under the Bankruptcy Code or otherwise, and all proceeds, rents, products and profits of any of the foregoing); provided, however, that “Collateral” shall not include: (i) any agreements, contracts, permits or licenses only if and to the extent that the granting of a Lien as contemplated hereby would (A) constitute a violation of a restriction in favor of a third party on such grant, (B) give any other party to such contract, instrument, license, license agreement or other document the right to terminate its obligations thereunder, or (C) violate any law (other than (but only in respect of agreements or contracts not constituting a document evidencing a Capital Lease or purchase money obligation) to the extent that any such term described in the preceding clauses (A), (B) or (C) would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the UCC (or any successor provision or provisions)) (“Excluded Contracts and Leases”); provided, further, that any agreement, contract, permit or license that does not constitute “Collateral” pursuant to this sentence shall immediately become “Collateral,” and the Loan Parties, as applicable, shall be deemed to have granted a Lien therein, from and after such time as the other party to such agreement, contract, permit or license consents to the grant of a Lien in such agreement, contract, permit or license in favor of the Collateral Agent or the prohibition against granting a Lien therein otherwise ceases to be effective; and provided, further, that with respect to Excluded Contracts and Leases, Collateral shall include the proceeds from the disposition of Excluded Contracts and Leases whether now or hereafter arising, whether tangible or intangible, and wherever located; (ii) any equipment subject to certain long-term secured debt consisting of the term notes, equipment notes and capital leases set forth on Part I of Schedule 1.01A and any other equipment in which any Loan Party has rights if and for so long as the grant of a security interest therein shall constitute or result in a breach or termination pursuant to the terms of, or a default under, any capital lease or purchase money agreement entered into in connection with the acquisition or financing of such equipment; provided, however, that such security interest shall attach immediately at such time as the term restricting the attachment of a security interest in such equipment is no longer operative or the attachment of a security interest in such equipment would not constitute or result in a breach or termination pursuant to the terms of, or a default under, the capital lease or purchase money agreement governing such equipment; (iii) any trademark applications filed in the United States Patent and Trademark Office on the basis of a Loan Party’s “intent-to-use” such trademark to the extent that granting a security interest in such trademark application prior to such filing would adversely affect the enforceability or validity or result in the voiding of such trademark application, unless and until

acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Collateral; (iv) any Avoidance Actions; (v) the insurance-related cash collateral accounts set forth on Schedule 1.01B, the aggregate balances of which shall not exceed \$4,000,000 at any point in time without the prior written consent of the Administrative Agent; or (vi) or the real property set forth on Part II of Schedule 1.01A.

“Collateral Access Agreement” means a landlord waiver, bailee letter, or acknowledgement agreement of any lessor, warehouseman, processor, consignee, or other Person in possession of, having a Lien upon, or having rights or interests in Holdings’ or its Subsidiaries’ books and records, Inventory or equipment, in each case, in form and substance reasonably satisfactory to Administrative Agent.

“Collateral Documents” mean, collectively, (i) the Security Agreement, the Intellectual Property Security Agreements, the Mortgages and all other mortgages, deeds of trust, security agreements, patent and trademark assignments, lease assignments, control agreements and other similar agreements between Holdings or any Guarantor and the Lenders, or the Administrative Agent for the benefit of the Lenders and the other Secured Parties (as defined in the Security Agreement), now or hereafter delivered to the Lenders or the Administrative Agent pursuant to or in connection with the transactions contemplated hereby, and all financing statements (or comparable documents now or hereafter filed in accordance with the Uniform Commercial Code or comparable law) against Holdings or any Guarantor as debtor in favor of the Lenders, or the Administrative Agent for the benefit of the Lenders and the other Secured Parties (as defined in the Security Agreement), as secured party, and (ii) any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of any of the foregoing.

“Collected and Available Cash” means, at any time, the aggregate Dollar amount of all cash and cash equivalents constituting good and available funds of Holdings and its Subsidiaries, deposited into deposit accounts and concentrated into concentration accounts of Holdings and its Subsidiaries.

“Commercial Letter of Credit” means a commercial Letter of Credit Issued for the account of Holdings in respect of the purchase of inventory or other goods and services by Holdings or any of its Subsidiaries in the Ordinary Course of Business.

“Commitment Fees” has the meaning specified in Section 2.09(b).

“Company” has the meaning specified in the preamble.

“Compliance Certificate” means a certificate substantially in the form of Exhibit B.

“Contingent Obligation” means (without duplication), as to any Person, any direct or indirect liability of that Person, whether or not contingent, with or without recourse, (i) with respect to any Indebtedness, lease, dividend, letter of credit or other obligation (the “primary obligations”) of another Person (the “primary obligor”), including any obligation of that Person

(a) to purchase, repurchase or otherwise acquire such primary obligations or any security therefor, (b) to advance or provide funds for the payment or discharge of any such primary obligation, or to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency or any balance sheet item, level of income or financial condition of the primary obligor, (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation, (d) in connection with any synthetic lease or other similar off balance sheet lease transaction, or (e) otherwise to assure or hold harmless the holder of any such primary obligation against loss in respect thereof (each a “Guaranty Obligation”); (ii) with respect to any Surety Instrument issued for the account of that Person or as to which that Person is otherwise liable for reimbursement of drawings or payments; (iii) to purchase any materials, supplies or other property from, or to obtain the services of, another Person if the relevant contract or other related document or obligation requires that payment for such materials, supplies or other property, or for such services, shall be made regardless of whether delivery of such materials, supplies or other property is ever made or tendered, or such services are ever performed or tendered; (iv) in respect of Earn-Out Obligations; (v) in respect of any Swap Contract; and (vi) in respect of Stock Price Guaranties. The amount of any Contingent Obligation shall, in the case of Guaranty Obligations, be deemed equal to the stated or determinable amount of the primary obligation in respect of which such Guaranty Obligation is made or, if not stated or if indeterminable, the maximum reasonably anticipated liability in respect thereof, and in the case of other Contingent Obligations other than in respect of Swap Contracts, shall be equal to the maximum reasonably anticipated liability in respect thereof and, in the case of Contingent Obligations in respect of Swap Contracts, shall be equal to the Swap Termination Value.

“Contractual Obligation” means, as to any Person, any provision of any security issued by such Person or of any agreement, undertaking, contract, indenture, mortgage, deed of trust or other instrument, document or agreement to which such Person is a party or by which it or any of its property is bound.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto.

“Costs of Goods Sold From Continuing Operations” means, for any period, costs of goods sold of Holdings and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, but exclusive of costs of goods sold attributable to the Wind-Down Business Units.

“Credit Extension” means and includes (i) the making of any Revolving Loans hereunder, and (ii) the Issuance of any Letters of Credit hereunder.

“Daily One Month LIBOR” means, for any day, the rate of interest equal to LIBOR then in effect for delivery for a one (1) month period.

“Default” means any Event of Default and any event or circumstance which, with the giving of notice, the lapse of time, or both, would constitute an Event of Default.

“Defaulting Lender” means a Lender that has failed to fund its portion of any Borrowing that it is required to fund under this Agreement and has continued in such failure for three (3) Business Days after written notice from the Administrative Agent.

“DIP Budget” has the meaning specified in Section 7.01(b).

“Disposition” means the sale, lease, conveyance or other disposition of property, including the sale, spinoff or other disposition of any division, business unit, business line, captive insurer or cell captive insurer, other than sales or other dispositions expressly permitted under Sections 8.02(a) through 8.02(e).

“Dollars,” “dollars” and “\$” each mean lawful money of the United States.

“Earn-out Obligations” means any obligations, whether contingent or matured, to pay additional consideration in connection with the Acquisition by Holdings or any Subsidiary of any capital stock or assets of any Person.

“EBITDAR From Continuing Operations” means, for any period, the sum of Gross Profit From Continuing Operations for such period minus Selling, General and Administrative Expenses From Continuing Operations for such period plus (to the extent deducted in determining Gross Profit From Continuing Operations pursuant to clause (b) of the definition thereof or to the extent included in Selling, General and Administrative Expenses From Continuing Operations, and without duplication) (i) depreciation expense and amortization expense for such period, (ii) restructuring charges relating to the shutdown or relocation of facilities and other like charges as may from time to time be agreed to by the Administrative Agent in its reasonable discretion, (iii) professional fees and costs attributable to the restructuring of Holdings’ consolidated operations or the administration of the Bankruptcy Cases; provided, however, that such charges shall not exceed \$15,000,000 per quarter, except with approval by the Administrative Agent, such approval not to be unreasonably withheld or delayed, (iv) other nonrecurring items attributable to the restructuring of Holdings’ consolidated operations as may from time to time be agreed to by the Administrative Agent in its reasonable discretion, (v) non-cash impairment charges of goodwill and other intangibles, (vi) non-cash share based compensation costs; provided, however, that such costs shall not exceed \$2,250,000 per quarter, (vii) severance and early retirement costs attributable to the restructuring of Holdings’ consolidated operations; provided, however, that such costs shall not exceed \$1,500,000 per quarter except with approval by the Administrative Agent, such approval not to be unreasonably withheld or delayed, (viii) the write-off or write-down of fixed assets attributable to the restructuring of Holdings’ consolidated operations; and (ix) the write-off or write-down of operating leases attributable to the restructuring of Holdings’ consolidated operations; all calculated for Holdings and its Subsidiaries on a consolidated basis for such period in accordance with GAAP.

“Effective Amount” means (i) with respect to any Revolving Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any Borrowings and

prepayments or repayments of Revolving Loans occurring on such date; and (ii) with respect to any outstanding L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any Issuances of Letters of Credit occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements of outstanding unpaid drawings under any Letters of Credit or any reductions in the maximum amount available for drawing under Letters of Credit taking effect on such date; provided that for purposes of Section 2.06, the Effective Amount shall be determined without giving effect to any mandatory prepayments to be made under Section 2.06.

“Effective Date” means the date on which all conditions precedent set forth in Section 5.01 are satisfied or waived by all of the Lenders (or, in the case of Section 5.01(f), waived by the Person entitled to receive such payment).

“Eligible Accounts” means those Accounts created by Holdings or any Guarantor in the ordinary course of its business, that arise out of such Person’s sale of goods or rendition of services, that comply with each of the representations and warranties respecting Eligible Accounts made in the Loan Documents, and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, however, that such criteria may be revised from time to time by Administrative Agent in Administrative Agent’s Permitted Discretion to address the results of any audit performed by Administrative Agent from time to time after the Effective Date. Eligible Accounts shall not include the following (unless the Administrative Agent has imposed a reserve in the respect of the relevant Accounts), without duplication:

(a) Accounts that the Account Debtor has failed to pay within 60 days of original due date or Accounts with selling terms of more than 30 days,

(b) Accounts owed by an Account Debtor (or its Affiliates) where 20% or more of all Accounts owed by that Account Debtor (or its Affiliates) are deemed ineligible under clause (a) above,

(c) Accounts with respect to which the Account Debtor is owed a credit by Holdings or any Guarantor, to the extent of such credit,

(d) Accounts consisting of late fees or similar finance charges with respect to Accounts deemed ineligible under clause (a) above,

(e) Accounts subject to a contra account or with respect to which the Account Debtor is otherwise a creditor of Holdings or any Guarantor, has or has asserted a right of setoff, or has disputed its obligation to pay all or any portion of the Account, to the extent of such contra account, claim, right of setoff, or dispute,

(f) Accounts with respect to which the Account Debtor is subject to an Insolvency Proceeding, is not Solvent, has gone out of business, or as to which Holdings or any Guarantor has received notice of an imminent Insolvency Proceeding or a material impairment of the financial condition of such Account Debtor,

- (g) Accounts with respect to which the Account Debtor has made a deposit or other advance payment, to the extent of such deposit or advance payment,
- (h) Accounts with respect to which the Account Debtor is owed premiums by Holdings or any Guarantor for WRAP insurance, to the extent of such premiums,
- (i) Accounts arising from services subject to a performance bond or other Surety Instrument,
- (j) Accounts with respect to which the Account Debtor is an Affiliate of Holdings or an employee or agent of Holdings or any Affiliate of Holdings,
- (k) Accounts with cash-on-delivery, cash-in-advance or similar selling terms,
- (l) Accounts with respect to which the Account Debtor is a school, school district or other similar payor,
- (m) Accounts with respect to which the Account Debtor is either (i) the United States or any department, agency, or instrumentality of the United States (exclusive, however, of Accounts with respect to which Holdings has complied, to the reasonable satisfaction of Administrative Agent, with the Assignment of Claims Act, 31 USC §3727), or (ii) any state of the United States,
- (n) Accounts with respect to which the Account Debtor has earned an allowance or rebate, to the extent of such allowance or rebate,
- (o) Accounts evidenced by a promissory note or other instrument,
- (p) Accounts evidencing billings in excess of costs, to the extent of such excess,
- (q) Accounts arising in a transaction wherein goods are placed on consignment or are sold pursuant to a guaranteed sale, a sale or return, a sale on approval, a bill and hold, or any other terms by reason of which the payment by the Account Debtor may be conditional,
- (r) Accounts that are not payable in Dollars,
- (s) Accounts with respect to which the Account Debtor either (i) does not maintain its chief executive office in the United States, or (ii) is not organized under the laws of the United States or any state thereof, or (iii) is the government of any foreign country or sovereign state, or of any state, province, municipality, or other political subdivision thereof, or of any department, agency, public corporation, or other instrumentality thereof, unless (y) the Account is supported by an irrevocable letter of credit reasonably satisfactory to Administrative Agent (as to form, substance, and issuer or domestic confirming bank) that has been delivered to Administrative Agent and is directly drawable by Administrative Agent, or (z) the Account is

covered by credit insurance in form, substance, and amount, and by an insurer, reasonably satisfactory to Administrative Agent,

(t) Accounts with respect to an Account Debtor whose total obligations owing to Holdings and the Guarantors exceed 20% (such percentage, as applied to a particular Account Debtor, being subject to reduction by Administrative Agent in its Permitted Discretion if the creditworthiness of such Account Debtor deteriorates) of all Eligible Accounts, to the extent of the obligations owing by such Account Debtor in excess of such percentage; provided, however, that, in each case, the amount of Eligible Accounts that are excluded because they exceed the foregoing percentage shall be determined by Administrative Agent based on all of the otherwise Eligible Accounts prior to giving effect to any eliminations based upon the foregoing concentration limit,

(u) Accounts, the collection of which Administrative Agent, in its Permitted Discretion, believes to be doubtful by reason of the Account Debtor's financial condition,

(v) Accounts that are not subject to a valid and perfected first priority Lien in favor of the Administrative Agent,

(w) Accounts with respect to which (i) the goods giving rise to such Account have not been shipped and billed to the Account Debtor, or (ii) the services giving rise to such Account have not been performed and billed to the Account Debtor, or

(x) Accounts with respect to which the Account Debtor is a Sanctioned Person or Sanctioned Entity.

"Eligible Assignee" means (a) a Lender; (b) an Affiliate of a Lender; (c) an Approved Fund; and (d) any other Person (other than a natural person) approved by (i) the Administrative Agent and (ii) in the case of any assignment of a Revolving Commitment, the L/C Issuer (each such approval not to be unreasonably withheld or delayed); provided that notwithstanding the foregoing, "Eligible Assignee" shall not include (x) Holdings or any of Holdings' Affiliates or Subsidiaries or (y) a Defaulting Lender.

"Eligible Fixed Assets" means the fixed assets (other than real estate) of Holdings and the Guarantors that comply with each of the representations and warranties respecting Eligible Fixed Assets made in the Loan Documents and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, however, that such criteria may be revised from time to time by Administrative Agent in Administrative Agent's Permitted Discretion to address the results of any audit or appraisal performed by Administrative Agent from time to time after the Effective Date. An item of fixed assets shall not be included in Eligible Fixed Assets (unless the Administrative Agent has imposed a reserve in the respect of the relevant fixed assets), without duplication, if:

(a) Holdings or any Guarantor does not have good, valid, and marketable title thereto,

(b) it is not located at one of the locations in the continental United States set forth on Schedule 1.01C, as such Schedule may be amended from time to time (or in-transit from one such location to another such location),

(c) it is located on real property leased by Holdings or any Guarantor or in a contract warehouse, in each case, unless either (1) it is subject to a Collateral Access Agreement executed by the lessor or warehouseman, as the case may be, and unless it is segregated or otherwise separately identifiable from goods of others, if any, stored on the premises, or (2) a Rent Reserve has been imposed in respect of the Fixed Assets located at such location, or

(d) it is not subject to a valid and perfected first priority Lien in favor of the Administrative Agent.

“Eligible Inventory” means Inventory consisting of first quality finished goods held for sale in the ordinary course of Holdings’ or any Guarantor’s business, that complies with each of the representations and warranties respecting Eligible Inventory made in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, however, that such criteria may be revised from time to time by Administrative Agent in Administrative Agent’s Permitted Discretion to address the results of any audit or appraisal performed by Administrative Agent from time to time after the Effective Date. In determining the amount to be so included, Inventory shall be valued at the lower of cost or market on a basis consistent with Holdings’ historical accounting practices. An item of Inventory shall not be included in Eligible Inventory if (unless the Administrative Agent has imposed a reserve in the respect of the relevant Inventory), without duplication:

(a) Holdings or any Guarantor does not have good, valid, and marketable title thereto,

(b) it is not located at one of the locations in the continental United States set forth on Schedule 1.01C, as such Schedule may be amended from time to time (or in-transit from one such location to another such location),

(c) it is located on real property leased by Holdings or any Guarantor or in a contract warehouse, in each case, unless (1) it is subject to a Collateral Access Agreement executed by the lessor or warehouseman, as the case may be, and unless it is segregated or otherwise separately identifiable from goods of others, if any, stored on the premises, or (2) a Rent Reserve has been imposed in respect of the Inventory located at such location,

(d) it is not subject to a valid and perfected first priority Lien in favor of the Administrative Agent,

(e) it consists of goods returned or rejected by Holdings’ or any Guarantor’s customers,

(f) it consists of goods that are obsolete or slow moving, restrictive or custom items, work-in-process (other than Truss and Millwork Inventory), raw materials, or goods that constitute spare parts, packaging and shipping materials, supplies used or consumed

in Holdings' or any Guarantor's business, bill and hold goods, defective goods, "seconds," or Inventory acquired on consignment,

- (g) it consists of non-perpetual Inventory,
- (h) it consists of special order Inventory, or
- (i) it consists of racks and pallets Inventory.

"Eligible Truss and Millwork Inventory" means Eligible Inventory consisting of Truss and Millwork Inventory.

"Environmental Claims" means all claims, however asserted, by any Governmental Authority or other Person alleging potential liability or responsibility for violation of any Environmental Law, or for release or injury to the environment or threat to public health, personal injury (including sickness, disease or death), property damage, natural resources damage, or otherwise alleging liability or responsibility for damages (punitive or otherwise), cleanup, removal, remedial or response costs, restitution, civil or criminal penalties, injunctive relief, or other type of relief, resulting from or based upon the presence, placement, discharge, emission or release (including intentional and unintentional, negligent and non-negligent, sudden or non-sudden, accidental or non-accidental, placement, spills, leaks, discharges, emissions or releases) of any Hazardous Material at, in, or from any property, whether or not owned by Holdings or any Subsidiary.

"Environmental Laws" means all federal, state or local laws, statutes, common law duties, rules, regulations, ordinances and codes, together with all administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authorities, in each case relating to environmental, health, safety and land use matters; including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Clean Air Act, the Federal Water Pollution Control Act of 1972, the Solid Waste Disposal Act, the Federal Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Emergency Planning and Community Right-to-Know Act, the California Hazardous Waste Control Law, the California Solid Waste Management, Resource, Recovery and Recycling Act, the California Water Code and the California Health and Safety Code.

"Equity Securities" of any Person shall mean (a) all common stock, preferred stock, participations, shares, partnership interests, limited liability company interests or other equity interests in and of such Person (regardless of how designated and whether or not voting or non-voting) and (b) all warrants, options and other rights to acquire any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with Holdings or the Company within the meaning of section 414(b) or (c) of the Code (and sections 414(m) and (o) of the Code for purposes of provisions relating to section 412 of the Code).

“ERISA Event” means (i) a Reportable Event with respect to a Pension Plan; (ii) a withdrawal by Holdings, the Company or any ERISA Affiliate from a Pension 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) or a cessation of operations which is treated as such a withdrawal under section 4062(e) of ERISA; (iii) a complete or partial withdrawal by Holdings, the Company or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (iv) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (v) an event or condition which 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 Pension Plan or Multiemployer Plan; or (vi) the imposition of any liability under Title IV of ERISA, other than PBGC premiums due but not delinquent under section 4007 of ERISA, upon Holdings, the Company or any ERISA Affiliate.

“Event of Default” means any of the events or circumstances specified in Section 9.01.

“Event of Loss” means, with respect to any property, any of the following: (i) any loss, destruction or damage of such property; (ii) any pending or threatened institution of any proceedings for the condemnation or seizure of such property or for the exercise of any right of eminent domain; or (iii) any actual condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, of such property, or confiscation of such property or the requisition of the use of such property.

“Excess Real Estate” means the real property assets set forth on Schedule 1.01D.

“Exchange Act” means the Securities Exchange Act of 1934.

“Excluded Taxes” means, with respect to the Administrative Agent, any Lender, the L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of Holdings hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable Lending Office is located, (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which Holdings is located and (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by Holdings under Section 4.07), any withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) or is attributable to such Foreign Lender’s failure or inability (other than as a result of a Change in Law) to comply with Section 4.01(e), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from Holdings with respect to such withholding tax pursuant to Section 4.01(a).

“Extension Option” has the meaning specified in Section 2.15.

“Fair Market Value” means, in respect of any asset, the price at which the asset would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers for the immediately preceding day, as published by the Federal Reserve Bank of New York; provided that if no such rate is so published on any day, then the Federal Funds Rate for such day shall be the rate most recently published.

“Final Commitment Amount” means the lesser of (i) \$80,000,000 and (ii) the maximum amount approved by the Bankruptcy Court in the Final Financing Order to be made available to Holdings pursuant to this Agreement.

“Final Financing Order” means the final order of the Bankruptcy Court substantially in the form of the Interim Financing Order (except as may otherwise be agreed by the Administrative Agent and the Majority Lenders in writing or on the record at the final hearing with respect to such order in the Bankruptcy Cases) entered in the Bankruptcy Cases after notice and any hearing pursuant to the Bankruptcy Rules and applicable local rules which, among other matters, authorizes the transactions contemplated by this Agreement (including Liens securing the Obligations) and provides for the superpriority of the Administrative Agent’s and the Lenders’ claims; which order shall be in full force and effect and not vacated, modified, amended, renewed, overturned, subject to a pending appeal or stayed in any respect (except in each case with the written consent of the Administrative Agent or as otherwise permitted under Section 8.21); and, in the event such order is the subject of a pending appeal, the performance of any Obligation of any Loan Party shall not be stayed during such appeal.

“Financing Orders” means the Interim Financing Order and the Final Financing Order.

“First Day Orders” means the Cash Management Order, the Interim Financing Order and all other orders entered by the Bankruptcy Court on the Petition Date or within five Business Days of the Petition Date or based on motions filed by Holdings or any Guarantor on the Petition Date.

“Fixed Assets Orderly Liquidation Value” means the Dollar amount that is estimated to be recoverable in an orderly liquidation of the Eligible Fixed Assets net of all associated costs and expenses of such liquidation, such Dollar amount to be as determined from time to time by an appraisal company selected by the Administrative Agent.

“Foreign Lender” means any Lender that is organized under the laws of a jurisdiction other than that in which Holdings is resident for tax purposes. For purposes of this definition, the United States, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

“FRB” means the Board of Governors of the Federal Reserve System, and any Governmental Authority succeeding to any of its principal functions.

“Fund” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“GAAP” means generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession), which are applicable to the circumstances as of the date of determination, subject to Section 1.03.

“Gift Certificate Reserve” means, as of any date of determination, a Dollar amount equal to Holdings’ and its Subsidiaries’ accrued liabilities for outstanding gift certificates as of such date.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Gross Profit From Continuing Operations” means, for any period, (a) Total Sales From Continuing Operations for such period minus (b) Costs of Goods Sold From Continuing Operations for such period.

“Guarantor” means each direct or indirect U.S. Wholly-Owned Subsidiary of Holdings that currently exists or is hereafter acquired or created and which is a party to a Guaranty in its capacity as a guarantor of any of the Obligations, and shall include the Company and each U.S. Wholly-Owned Subsidiary of Holdings party hereto; provided, however, that in no event shall any Guarantor be released of its obligations under any Guaranty in the event such Guarantor ceases to be a U.S. Wholly-Owned Subsidiary, by operation of any disposition of the equity thereof or otherwise, except as permitted under this Agreement.

“Guaranty” means the guaranty of each Guarantor made pursuant to Section 11.10 and any other guaranty under any separate agreement executed by any Guarantor pursuant to which it guarantees any of the Obligations.

“Guaranty Obligation” has the meaning specified in the definition of “Contingent Obligation.”

“Hazardous Materials” means all those substances that are regulated by, or which may form the basis of liability under, any Environmental Law, including any substance identified under any Environmental Law as a pollutant, contaminant, hazardous waste, hazardous constituent, special waste, hazardous substance, hazardous material, or toxic substance, or petroleum or petroleum derived substance or waste.

“Holdings” has the meaning specified in the preamble.

“Honor Date” has the meaning specified in Section 3.03(b).

“Indebtedness” of any Person means, without duplication, (i) all indebtedness for borrowed money; (ii) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (other than trade payables entered into in the Ordinary Course of Business on ordinary terms and (x) not past due for more than 120 days or (y) if past due for more than 120 days, are being contested in good faith with any reserves as may be required by GAAP made therefor, but including all non-contingent Earn-Out Obligations); (iii) all reimbursement or payment obligations with respect to Surety Instruments (contingent or otherwise); (iv) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses; (v) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to property acquired by the Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property); (vi) all obligations with respect to Capital Leases; (vii) all indebtedness referred to in clauses (i) through (vi) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness; (viii) all Guaranty Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (i) through (vii) above; and (ix) all Stock Price Guaranties. For all purposes of this Agreement, the Indebtedness of any Person shall include all recourse Indebtedness of any partnership or joint venture or limited liability company in which such Person is a general partner or a joint venturer or a member.

“Indemnified Taxes” means Taxes other than Excluded Taxes.

“Insolvency Proceeding” means, with respect to any Person, (i) any case, action or proceeding with respect to such Person before any court or other Governmental Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (ii) any general assignment for the benefit of creditors, composition, marshalling of assets for creditors, or other, similar arrangement in respect of its creditors generally or any substantial portion of its creditors; in either case undertaken under U.S. Federal, state or foreign law, including the Bankruptcy Code.

“Intellectual Property Security Agreement” has the meaning specified in the Security Agreement.

“Interest Payment Date” means the last Business Day of each calendar month and the Revolving Loan Maturity Date.

“Interim Commitment Amount” means the lesser of (i) \$40,000,000 and (ii) the maximum amount approved by the Bankruptcy Court in the Interim Financing Order to be made available to Holdings prior to the issuance of the Final Financing Order pursuant to this Agreement.

“Interim Financing Order” means that certain order issued by the Bankruptcy Court in substantially the form of Exhibit J, as the same may be amended, modified or supplemented from time to time with the express written consent of Holdings, the Administrative Agent and the Majority Lenders or as otherwise permitted under Section 8.21.

“Inventory” means inventory (as that term is defined in the UCC).

“Inventory Vendor Discount Reserve” means, as of any date of determination, (i) 100% minus the Truss and Millwork Inventory Percentage multiplied by (ii) the amount of reserves that Holdings has recorded in its books as of such date, in accordance with GAAP, in respect of vendor discounts earned on Holdings’ and its Subsidiaries’ Inventory.

“Inventory Volume Rebate Reserve” means, as of any date of determination, (i) 100% minus the Truss and Millwork Inventory Percentage multiplied by (ii) the amount of reserves that Holdings has recorded in its books as of such date, in accordance with GAAP, in respect of rebates earned by vendors relating to volume purchases of Holdings’ and its Subsidiaries’ Inventory.

“Investment” has the meaning specified in Section 8.04.

“IRS” means the Internal Revenue Service, and any Governmental Authority succeeding to any of its principal functions under the Code.

“Issuance Date” has the meaning specified in Section 3.01(a).

“Issue” means, with respect to any Letter of Credit, to issue or to extend the expiry of, or to renew or increase the amount of or otherwise amend, such Letter of Credit; and the terms “Issued,” “Issuing” and “Issuance” have corresponding meanings.

“L/C Advance” means each Lender’s participation in any L/C Borrowing in accordance with its Proportionate Share.

“L/C Amendment Application” means an application form for amendment of outstanding Standby or Commercial Letters of Credit as shall at any time be in use at the L/C Issuer, as the L/C Issuer shall request.

“L/C Application” means an application form for issuances of Standby or Commercial Letters of Credit as shall at any time be in use at the L/C Issuer, as the L/C Issuer shall request.

“L/C Borrowing” means an extension of credit resulting from a drawing under any Letter of Credit which shall not have been reimbursed on the date when made nor converted into a Borrowing of Revolving Loans under Section 3.03(c).

“L/C Cash Collateral Account” means that certain deposit account with account number 4121914212 held at Wells Fargo Bank, N.A. (or such other interest-bearing deposit accounts held at Wells Fargo Bank, N.A. or its Affiliates satisfactory to the Administrative Agent) in the name of Holdings, in which cash shall from time to time be deposited pursuant to

the Loan Documents as additional collateral for the L/C Obligations, and on which the Administrative Agent shall have a first priority Lien, subject and subordinate only to the Carve-Out and Permitted Priority Liens, and over which the Administrative Agent shall have dominion and control. The Prepetition Administrative Agent shall have a second priority lien on the L/C Cash Collateral Account, subject and subordinate only to the Liens securing the Obligations, the Carve-Out and Permitted Priority Liens.

“L/C Commitment” means the commitment of the L/C Issuer to Issue, and the commitment of the Lenders severally to participate in, Letters of Credit from time to time Issued or outstanding under Article III, in an aggregate amount not to exceed on any date the amount of \$20,000,000, as the same shall be reduced as a result of a reduction in the L/C Commitment pursuant to Section 2.04 or Section 2.06; provided that the L/C Commitment is a part of the Aggregate Revolving Commitment rather than a separate, independent commitment; and provided further that if as a result of any Revolving Commitment reductions hereunder the L/C Commitment shall exceed the Aggregate Revolving Commitment, the L/C Commitment shall automatically reduce by the amount of such excess.

“L/C Issuer” means Wells Fargo in its capacity as issuer of one or more Letters of Credit hereunder, together with any replacement letter of credit issuer arising under Section 10.06 or Section 11.06.

“L/C Obligations” means at any time the sum of (i) the aggregate undrawn amount of all Letters of Credit then outstanding, plus (ii) the amount of all unreimbursed drawings under all Letters of Credit, including all outstanding L/C Borrowings.

“L/C-Related Documents” means the Letters of Credit, the L/C Applications, the L/C Amendment Applications and any other documents relating to any Letter of Credit, including any of the L/C Issuer’s standard form documents for letter of credit issuances.

“Lender” has the meaning specified in the preamble. References to the “Lenders” shall include Wells Fargo, including in its capacity as L/C Issuer; for purposes of clarification only, to the extent that Wells Fargo may have any rights or obligations in addition to those of the Lenders due to its status as L/C Issuer, its status as such will be specifically referenced.

“Lending Office” means, as to any Lender, the office or offices of such Lender described as such in such Lender’s Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify Holdings and the Administrative Agent.

“Letters of Credit” means any letters of credit Issued by the L/C Issuer pursuant to Article III (which may be Commercial Letters of Credit or Standby Letters of Credit).

“LIBOR” means the rate per annum (rounded upward, if necessary, to the nearest whole 1/8 of 1%) and determined pursuant to the following formula:

$$\text{LIBOR} = \frac{\text{Base LIBOR}}{100\% - \text{LIBOR Reserve Percentage}}$$

“Base LIBOR” means the rate per annum for United States dollar deposits quoted by Wells Fargo, for the purpose of calculating effective rates of interest for loans making reference to the Daily One Month LIBOR Rate, as the Inter-Bank Market Offered Rate in effect from time to time for delivery of funds for one (1) month in amounts approximately equal to the principal amount of such loans. Holdings understands and agrees that Wells Fargo may base its quotation of the Inter-Bank Market Offered Rate upon such offers or other market indicators of the Inter-Bank Market as Wells Fargo in its discretion deems appropriate including, but not limited to, the rate offered for U.S. dollar deposits on the London Inter-Bank Market.

“LIBOR Reserve Percentage” means the reserve percentage prescribed by the FRB (or any successor) for “Eurocurrency Liabilities” (as defined in Regulation D of the Federal Reserve Board, as amended), adjusted by Wells Fargo for expected changes in such reserve percentage during the applicable term of this Agreement.

“Lien” means any security interest, mortgage, deed of trust, pledge, hypothecation, assignment, charge or deposit arrangement, encumbrance, lien (statutory or other) or preferential arrangement of any kind or nature whatsoever in respect of any property (including those created by, arising under or evidenced by any conditional sale or other title retention agreement, the interest of a lessor under a Capital Lease, any financing lease having substantially the same economic effect as any of the foregoing, or the authorized filing of any financing statement naming the owner of the asset to which such lien relates as debtor, under the Uniform Commercial Code or any comparable law) and any contingent or other agreement to provide any of the foregoing.

“Loan” means an extension of credit by a Lender to Holdings (i) under Article II, in the form of a Revolving Loan, or (ii) under Article III in the form of an L/C Advance.

“Loan Documents” means this Agreement, the Notes, each Guaranty, the Collateral Documents, the Agency Fee Letter, the L/C Related Documents and all other documents delivered to the Administrative Agent or any Lender in connection herewith.

“Loan Party” means Holdings, the Company and each other Guarantor.

“Majority Lenders” means two or more Lenders (or if there is only one Lender, such Lender) whose Revolving Commitments (or, if all Revolving Commitments have been terminated, whose outstanding Revolving Loans plus Proportionate Share, if any, of the Effective Amount of all L/C Obligations) exceed 50% of the Aggregate Revolving Commitment (or, if all Revolving Commitments have been terminated, the Effective Amount of all Revolving Loans plus the Effective Amount of all L/C Obligations); provided, however, that at any time any Lender is a Defaulting Lender, all Defaulting Lenders shall be excluded in determining “Majority Lenders” and such Defaulting Lenders’ Revolving Commitments (or Revolving Loans and Proportionate Share of L/C Obligations, as the case may be) shall be excluded in such determination, and “Majority Lenders” shall mean two or more non-Defaulting Lenders (or if

there is only one non-Defaulting Lender, such Lender) otherwise meeting the criteria set forth in this definition.

“Margin Stock” means “margin stock” as such term is defined in Regulation T, U or X of the FRB.

“Material Adverse Effect” means (i) a material adverse change in, or a material adverse effect upon, the operations, business, properties or condition (financial or otherwise) of Holdings or Holdings and its Subsidiaries taken as a whole; (ii) a material impairment of the ability of the Loan Parties to perform under the Loan Documents; or (iii) a material adverse effect upon (a) the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document or (b) the perfection or priority of any Lien granted under the Collateral Documents; provided, however, that the filing of the Bankruptcy Cases and/or the events leading thereto or resulting therefrom shall not constitute a Material Adverse Effect.

“Maximum Commitment Amount” means \$80,000,000.

“Minimum Amount” means (i) in respect of any Borrowing of Loans, (a) in the case of Revolving Loans, an aggregate minimum amount of \$250,000 or any integral multiple of \$100,000 in excess thereof, (ii) in the case of any reduction of the Revolving Commitments under Section 2.04, \$250,000 or any multiple of \$100,000 in excess thereof, and (iii) in the case of any optional prepayment of Loans under Section 2.05, \$250,000 or any multiple of \$100,000 in excess thereof.

“Minority Investment” means the direct or indirect Investment by Holdings in the equity interests of any Person, provided in each case that such Person is not a Subsidiary at the time of such Investment and after giving effect thereto.

“Mortgage” means any deed of trust, mortgage, assignment of rents or other document, in each case as amended, creating a Lien on real property or any interest in real property owned by any Loan Party.

“Mortgaged Property” means all real property set forth on Schedule 6.20 hereto, as such Schedule may be amended from time to time in accordance with Section 7.15.

“Multiemployer Plan” means a “multiemployer plan,” within the meaning of section 4001(a)(3) of ERISA, to which Holdings, the Company or any ERISA Affiliate makes, is making, or is obligated to make contributions or, during the preceding three calendar years, has made, or been obligated to make, contributions.

“Net Issuance Proceeds” means, as to any issuance of debt or equity by any Person, cash proceeds received or receivable by such Person in connection therewith, net of costs and expenses paid or incurred in connection therewith in favor of any Person not an Affiliate of such Person.

“Net Proceeds” means, as to any Disposition by a Person, proceeds in cash, checks or other cash equivalent financial instruments as and when received by such Person, net of: (i) the direct costs relating to such Disposition excluding amounts payable to such Person or

any Affiliate of such Person, (ii) sale, use or other transaction taxes and capital gains taxes paid or payable by such Person as a direct result thereof, and (iii) amounts required to be applied to repay principal, interest and prepayment premiums and penalties on Indebtedness secured by a purchase money security interest on any asset which is the subject of such Disposition. “Net Proceeds” shall also include proceeds paid on account of any Event of Loss, net of (a) all money actually applied to repair or reconstruct the damaged property or property affected by the condemnation or taking, (b) all of the direct costs and expenses incurred in connection with the collection of such proceeds, award or other payments, and (c) any amounts retained by or paid to parties having superior rights to such proceeds, awards or other payments.

“Non-Wholly-Owned Subsidiaries” means all direct and indirect Subsidiaries of Holdings which are not Wholly-Owned Subsidiaries.

“Note” means a promissory note executed by Holdings in favor of a Lender pursuant to Section 2.02(b), in substantially the form of Exhibit E.

“Notice of Revolving Loan Borrowing” means a notice in substantially the form of Exhibit A.

“Obligations” means all advances to, and debts and liabilities of, any Loan Party arising under any Loan Document, or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising.

“OFAC” means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

“Operating Lease” means, for any Person, any lease of property (whether real, personal or mixed) which, in accordance with GAAP, would, at the time a determination is made, be required to be recorded as an operating lease in respect of which such Person is liable as lessee.

“Ordinary Course of Business” means, in respect of any transaction involving a Loan Party, the ordinary course of such Loan Party’s business, and undertaken by such Loan Party in good faith and not for purposes of evading any covenant or restriction in any Loan Document.

“Organization Documents” means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“Other Taxes” means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

“Participant” has the meaning specified in Section 11.06(d).

“PBGC” means the Pension Benefit Guaranty Corporation, or any Governmental Authority succeeding to any of its principal functions under ERISA.

“PCAOB” means the Public Company Accounting Oversight Board.

“Pension Plan” means a pension plan (as defined in section 3(2) of ERISA) subject to Title IV of ERISA which Holdings or the Company sponsors, maintains, or to which it makes, is making, or is obligated to make contributions, or in the case of a multiple employer plan (as described in section 4064(a) of ERISA) has made contributions at any time during the immediately preceding five (5) plan years.

“Permitted Discretion” means a determination made in the exercise of reasonable (from the perspective of a secured lender) business judgment.

“Permitted Liens” has the meaning specified in Section 8.01.

“Permitted Prepetition Claim Payment” means a payment on account of any claim arising or deemed to have arisen prior to the Petition Date, the payment of which is approved pursuant to the First Day Orders or otherwise authorized by the Bankruptcy Court; provided, however, that no such payment shall be made after the occurrence and during the continuance of an Event of Default.

“Permitted Priority Liens” means any Permitted Liens described in clauses (iii) [taxes], (iv) [carriers, warehouseman], (v) [ordinary course liens], and (viii) [ordinary course real estate liens] of Section 8.01(a), but only to the extent such Liens were perfected, non-avoidable, first priority Liens by operation of law prior to the Petition Date.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Petition Date” has the meaning specified in Recital A.

“Plan” means an employee benefit plan (as defined in section 3(3) of ERISA) which Holdings or the Company sponsors or maintains or to which Holdings or the Company makes, is making, or is obligated to make contributions and includes any Pension Plan.

“Plan of Reorganization” means any Chapter 11 plan or plans for Holdings and each Guarantor to be filed with the Bankruptcy Court in the Bankruptcy Cases; provided, however, that notwithstanding anything to the contrary set forth herein, the Plan of Reorganization (or any amendments or modifications thereto) shall provide for the payment in full in cash of all outstanding Loans and other non-contingent obligations hereunder and the

replacement, cancellation, cash collateralization or satisfactory rollover of all Letters of Credit on the effective date of the Plan of Reorganization.

“Pledged Collateral” means the “Pledged Collateral” as defined in the Security Agreement and shall include all products and Proceeds (as defined in the Security Agreement) of the Pledged Collateral.

“Postpetition Liabilities” means any liabilities or other obligations of Holdings or any Subsidiary incurred or assumed after the Petition Date.

“Prepetition Administrative Agent” means Wells Fargo in its capacity as “Administrative Agent” under the Prepetition Credit Agreement, and its successors and assigns in such capacity.

“Prepetition Credit Agreement” means the Second Amended and Restated Credit Agreement dated as of November 10, 2006, by and among Holdings, the Guarantors, the lenders party thereto and Wells Fargo, as administrative agent, as amended by that certain First Amendment to Second Amended and Restated Credit Agreement dated as of February 29, 2008 and that certain Second Amendment to Second Amended and Restated Credit Agreement dated as of September 30, 2008.

“Prime Rate” means at any time the rate of interest most recently announced within Wells Fargo at its principal office as its Prime Rate, with the understanding that the Prime Rate is one of Wells Fargo’s base 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 publication or publications as Wells Fargo may designate.

“Professional Persons” has the meaning specified in the definition of “Carve-Out” herein.

“Proportionate Share” means, as to any Lender at any time, the percentage equivalent (expressed as a decimal, rounded to the ninth decimal place) at such time of such Lender’s Revolving Commitment divided by the Aggregate Revolving Commitment (or, if all Revolving Commitments have been terminated, (i) the sum of (A) the Effective Amount of such Lender’s Revolving Loans and (B) such Lender’s pro rata share, if any, of the Effective Amount of all L/C Obligations, divided by (ii) the sum of (A) the Effective Amount of all Revolving Loans and (B) the Effective Amount of all L/C Obligations).

“Put Obligations” mean obligations of Holdings either directly or indirectly to purchase from any Person such Person’s equity interest in Non-Wholly-Owned Subsidiaries or such Person’s equity interest in Persons in which Holdings has a Minority Investment.

“Reimbursement Date” has the meaning specified in Section 3.03(b).

“Related Parties” means, with respect to any Person, such Person’s Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person’s Affiliates.

“Rent Reserve” means, as of any date of determination and without duplication for multiple classes of eligible assets held at any particular location, a Dollar amount equal to (i) three multiplied by (ii) the aggregate monthly rent payable by Holdings and its Subsidiaries in respect of all real property leased by Holdings and its Subsidiaries and all contract warehouses, in each case, where Eligible Inventory or Eligible Fixed Assets are located, but only to the extent that the underlying real property lease or contract has been assumed by a Loan Party in the Bankruptcy Cases.

“Reportable Event” means any of the events set forth in section 4043(c) of ERISA or the regulations thereunder, other than any such event for which the 30-day notice requirement under ERISA has been waived in regulations issued by the PBGC.

“Requirement of Law” means, as to any Person, any law (statutory or common), treaty, rule or regulation or determination of an arbitrator or of a Governmental Authority, in each case applicable to or binding upon the Person or any of its property or to which the Person or any of its property is subject.

“Requisite Priority” means the following with respect to Holdings and each Guarantor in the Bankruptcy Cases, subject and subordinate only to the Carve-Out (provided that such exceptions set forth in the definition of “Carve-Out” shall only apply upon the actual accrual of such amounts in accordance therewith and, at all times prior to such accruals, such amounts shall be subject to clauses (i) and (ii) below) and Permitted Priority Liens:

(i) pursuant to Bankruptcy Code Section 364(c)(2), a first priority, perfected Lien upon each Loan Party’s right, title and interest in, to and under the Collateral that is not otherwise encumbered by a valid perfected security interest or Lien on the Petition Date; and

(ii) pursuant to Bankruptcy Code Section 364(d)(1), a first priority, senior, priming, perfected Lien upon all of each Loan Party’s right, title and interest in, to and under all other Collateral, including the collateral under the Prepetition Credit Agreement.

“Responsible Officer” means as to any Person, the chief executive officer or the president of such Person, or any other officer having substantially the same authority and responsibility; or, with respect to compliance with financial covenants, the chief financial officer or the treasurer of such Person, or any other officer having substantially the same authority and responsibility.

“Revolving Commitment” means, as to each Lender, its obligation to (a) make Revolving Loans to Holdings pursuant to Section 2.01(a) and (b) purchase participations in L/C Obligations, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender’s name on Schedule 2.01(a) or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

“Revolving Loan” has the meaning specified in Section 2.01(a).

“Revolving Loan Maturity Date” means the earliest to occur of (a) January 2, 2010 or, upon the effectiveness of the Extension Option, March 31, 2010; (b) the date upon which the Interim Financing Order expires unless the Final Financing Order has been entered and has become effective; (c) the earlier of the effectiveness or effective date of the Plan of Reorganization; (d) the date of the closing of a sale of all or substantially all of Holdings’ assets pursuant to Section 363 of the Bankruptcy Code; (e) a dismissal of the Bankruptcy Cases or a conversion of the Bankruptcy Cases to Chapter 7 cases under the Bankruptcy Code; and (f) the date of termination of the Revolving Commitments in accordance with the provisions of this Agreement.

“Sale Cash Collateral Excess Proceeds Account” means that certain deposit account with account number 4121914295 held at Wells Fargo Bank, N.A. (or such other interest-bearing deposit accounts held at Wells Fargo Bank, N.A. or its Affiliates satisfactory to the Administrative Agent) in the name of Holdings, in which cash shall from time to time be deposited as provided in Sections 2.06(a)(iii) and 2.06(a)(vii) as additional collateral for the Indebtedness under the Prepetition Credit Agreement, and on which the Administrative Agent shall have a first priority Lien, subject and subordinate only to the Carve-Out and Permitted Priority Liens, and over which the Administrative Agent shall have dominion and control, which account shall be treated in accordance with the Plan of Reorganization. The Prepetition Administrative Agent shall have a second priority lien on the Sale Cash Collateral Excess Proceeds Account, subject and subordinate only to the Liens securing the Obligations, the Carve-Out and Permitted Priority Liens.

“Sanctioned Entity” means (a) a country or a government of a country, (b) an agency of the government of a country, (c) an organization directly or indirectly controlled by a country or its government, (d) a Person resident in or determined to be resident in a country, in each case, that is subject to a country sanctions program administered and enforced by OFAC.

“Sanctioned Person” means a person named on the list of Specially Designated Nationals maintained by OFAC.

“SEC” means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

“Securities Laws” means the Securities Act of 1933, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002, and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the PCAOB.

“Security Agreement” means that certain Security Agreement, dated as of the Effective Date, among Holdings, the Guarantors and the Administrative Agent for the benefit of the Lenders and the other Secured Parties (as defined in the Security Agreement) in substantially the form of Exhibit G.

“Selling, General and Administrative Expenses From Continuing Operations” means, for any period, selling, general and administrative expenses of Holdings and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, but exclusive of selling, general and administrative expenses of the Wind-Down Business Units.

“Servicing Fee” has the meaning specified in Section 2.09(c).

“Solvent” means, with respect to any Person on a particular date, that, at fair valuations, the sum of such Person’s assets is greater than all of such Person’s debts.

“Standby Letter of Credit” means a standby Letter of Credit issued for the account of Holdings to support obligations of Holdings or any Subsidiary, contingent or otherwise (and excluding all Commercial Letters of Credit).

“Stock Price Guaranty” means a guaranty that (i) is issued by Holdings or an Affiliate of Holdings in connection with the Acquisition of another Person, and (ii) is for the payment of cash or issuance of Holdings’ common stock if the common stock issued by Holdings in connection with such an Acquisition is sold for less than the price provided for in the guaranty during its term, provided that for purposes of determining the amount of any Stock Price Guaranty at any time, the amount of such guaranty shall be equal to (a) the guaranteed stock price multiplied by the number of shares covered by the guaranty, minus (b) the current fair market value of one share of Holdings’ common stock (which fair market value shall be equal to the five day trailing average closing price for Holdings’ common stock as reported by the Nasdaq National Stock Market) multiplied by the number of shares covered by the guaranty, provided further, that for purposes of determining the amount of any Stock Price Guaranty which is payable solely in common stock of Holdings, the amount of such Stock Price Guaranty shall equal zero.

“Subsidiary” of a Person means any corporation, association, partnership, limited liability company, joint venture or other business entity of which more than 50% of the voting stock, membership interests or other equity interests, is owned or controlled directly or indirectly by the Person, or one or more of the Subsidiaries of the Person, or a combination thereof. Unless the context otherwise clearly requires, references herein to a “Subsidiary” refer to a Subsidiary of Holdings.

“Superpriority Status” has the meaning specified in Section 6.24(c).

“Surety Instruments” means all letters of credit (including standby and commercial), banker’s acceptances, bank guaranties, shipside bonds, surety bonds and similar instruments.

“Swap Contract” means any agreement, whether or not in writing, relating to any transaction that is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap or option, bond, note or bill option, interest rate option, forward foreign exchange transaction, cap, collar or floor transaction, currency swap, cross-currency rate swap, swaption, currency option or any other, similar transaction (including any option to enter into any of the foregoing) or any combination of the foregoing, and, unless the context otherwise clearly requires, any master agreement relating to or governing any or all of the foregoing.

“Swap Termination Value” means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (i) for any date on or after the date such Swap Contracts have been closed out

and termination value(s) determined in accordance therewith, such termination value(s), and (ii) for any date prior to the date referenced in clause (i) the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined by Holdings based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include any Lender).

“Taxes” means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

“Total Sales From Continuing Operations” means, for any period, total sales of Holdings and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, but exclusive of total sales of the Wind-Down Business Units.

“Truss and Millwork Inventory” means Inventory consisting of trusses and millwork.

“Truss and Millwork Inventory Percentage” means, as of any date of determination, the percentage of Holdings’ and its Subsidiaries’ total Inventory consisting of Truss and Millwork Inventory as of such date.

“Truss and Millwork Vendor Discount Reserve” means, as of any date of determination, (i) the Truss and Millwork Inventory Percentage multiplied by (ii) the amount of reserves that Holdings has recorded in its books as of such date, in accordance with GAAP, in respect of vendor discounts earned on Holdings’ and its Subsidiaries’ Inventory.

“Truss and Millwork Volume Rebate Reserve” means, as of any date of determination, (i) the Truss and Millwork Inventory Percentage multiplied by (ii) the amount of reserves that Holdings has recorded in its books as of such date, in accordance with GAAP, in respect of rebates earned by vendors relating to volume purchases of Holdings’ and its Subsidiaries’ Inventory.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of California.

“Unfunded Pension Liability” means the excess of a Plan’s benefit liabilities under section 4001(a)(16) of ERISA, over the current value of that Plan’s assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to section 412 of the Code for the applicable plan year.

“United States” and “U.S.” each means the United States of America.

“Update Certificate” means a certificate in substantially the form of Exhibit H.

“U.S. Subsidiary” and “U.S. Wholly-Owned Subsidiary” means a Subsidiary or Wholly-Owned Subsidiary, as the case may be, that is located in and a resident of the United States.

“U.S. Trustee” means the U.S. Trustee for the District of Delaware.

“Warranty Reserve” means, as of any date of determination, the amount of reserves that Holdings has recorded in its books as of such date, in accordance with GAAP, in respect of actual or estimated warranty claims relating to products or services provided by Holdings and its Subsidiaries.

“Wells Fargo” has the meaning specified in the preamble, or any successor by merger thereto.

“Wholly-Owned Subsidiary” means any Person in which (other than directors’ qualifying shares required by law) 100% of the capital stock or similar equity interest of each class having ordinary voting power, and 100% of the capital stock or similar equity interest of every other class, in each case, at the time as of which any determination is being made, is owned, beneficially and of record, by Holdings, or by one or more of the other Wholly-Owned Subsidiaries, or both.

“Wind-Down Business Units” means the business units identified on Schedule 1.01E, together with such other business units as Holdings may designate and that are approved by the Administrative Agent and the Majority Lenders, such approval not to be unreasonably withheld or delayed.

“Wind-Down of Non-Core Operations” means the termination or transfer of all employees and the cessation of business operations (within the meaning of Section 165 of the Code) of the Wind-Down Business Units.

1.02 Other Interpretive Provisions.

(a) 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, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (iii) the words “herein,” “hereof” and “hereunder,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, (vi) 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, and (vii) the term “documents” includes any and all instruments, documents, agreements, certificates, indentures, notices and other writings, however evidenced.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding,” and the word “through” means “to and including.”

(c) The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

(d) This Agreement and other Loan Documents may use several different limitations, tests or measurements to regulate the same or similar matters. All such limitations, tests and measurements are cumulative and shall each be performed in accordance with their terms. Unless otherwise expressly provided, any reference to any action of the Administrative Agent or the Lenders by way of consent, approval or waiver shall be deemed modified by the phrase “in its/their sole discretion.”

(e) This Agreement and the other Loan Documents are the result of negotiations among the Administrative Agent, Holdings, the Company and the other parties, have been reviewed by counsel to the Administrative Agent, Holdings, the Company and such other parties, and are the products of all parties. Accordingly, they shall not be construed against the Lenders or the Administrative Agent merely because of the Administrative Agent’s or Lenders’ involvement in their preparation.

1.03 Accounting Principles.

(a) Unless the context otherwise clearly requires, all accounting terms not expressly defined herein shall be construed, and all financial computations required under this Agreement shall be made, in accordance with GAAP, consistently applied; provided, however, that if GAAP shall have been modified after the Effective Date and the application of such modified GAAP shall have a material effect on such financial computations (including the computations required for the purpose of determining compliance with the covenants set forth in Article VIII), then such computations shall be made and such financial statements, certificates and reports shall be prepared, and all accounting terms not otherwise defined herein shall be construed, in accordance with GAAP as in effect prior to such modification, unless and until the Majority Lenders and Holdings shall have agreed upon the terms of the application of such modified GAAP.

(b) References herein to “fiscal year”, “fiscal quarter” and “fiscal month” refer to such fiscal periods of Holdings.

ARTICLE II.

THE CREDITS

2.01 Amounts and Terms of Commitments and Loans.

(a) The Revolving Credit. On the terms and subject to the conditions of this Agreement, each Lender severally agrees to advance to Holdings from time to time during the period beginning on the Effective Date and ending on the Revolving Loan Maturity Date such loans (each such loan, a “Revolving Loan”) in Dollars as Holdings may request under this Section 2.01(a); provided, however, that (i) after giving effect to any Borrowing of Revolving Loans, (A) the Effective Amount of all Revolving Loans and the Effective Amount of all L/C Obligations shall not exceed the Aggregate Revolving Commitment, (B) the Effective Amount of the Revolving Loans of any Lender plus the participation of such Lender in the Effective Amount of all L/C Obligations shall not at any time exceed such Lender’s Revolving Commitment and (C) the Effective Amount of all Revolving Loans and L/C Obligations shall not exceed the Borrowing Base then in effect. Within the limits of each Lender’s Revolving Commitment, and subject to the other terms and conditions hereof, Holdings may borrow under this Section 2.01(a), prepay under Section 2.05 and reborrow under this Section 2.01(a).

2.02 Loan Accounts.

(a) The Loans made by each Lender and the Letters of Credit Issued by the L/C Issuer shall be evidenced by one or more accounts or records maintained by such Lender or L/C Issuer, as the case may be, in the ordinary course of business. The accounts or records maintained by the Administrative Agent, the L/C Issuer and each Lender shall be conclusive absent manifest error of the amount of the Loans made by the Lenders to Holdings and the Letters of Credit Issued for the account of Holdings, and the interest and payments thereon. Any failure so to record or any error in doing so shall not, however, limit or otherwise affect the obligation of Holdings hereunder to pay any amount owing with respect to the Loans or any Letter of Credit.

(b) Upon the request of any Lender made through the Administrative Agent, the Loans made by such Lender may be evidenced by one or more Notes, instead of or in addition to loan accounts. Each such Lender shall endorse on the schedules annexed to its Note(s) the date, amount and maturity of each Loan made by it and the amount of each payment of principal made by Holdings with respect thereto. Each such Lender is irrevocably authorized by Holdings to endorse its Note(s), and each Lender’s record shall be conclusive absent manifest error; provided, however, that the failure of a Lender to make, or an error in making, a notation thereon with respect to any Loan shall not limit or otherwise affect the obligations of Holdings hereunder or under any such Note to such Lender.

2.03 Procedure for Borrowing.

(a) Each Borrowing of Revolving Loans shall be made upon Holdings’ irrevocable written notice delivered to the Administrative Agent in the form of a Notice of Revolving Borrowing, which notice must be received by the Administrative Agent prior to 9:00 a.m. (San Francisco time) on the requested Borrowing Date, specifying:

(i) the amount of the Borrowing, which shall be in a Minimum Amount; and

(ii) the requested Borrowing Date, which shall be a Business Day.

(b) The Administrative Agent will promptly notify each Lender of its receipt of any Notice of Revolving Borrowing and of the amount of such Lender's Proportionate Share of that Borrowing.

(c) Each Lender will make the amount of its Proportionate Share of each Borrowing available to the Administrative Agent for the account of Holdings at the Administrative Agent's Payment Office by 11:00 a.m. (San Francisco time) on the Borrowing Date requested by Holdings in funds immediately available to the Administrative Agent. The proceeds of each such Borrowing will then be made available to Holdings by the Administrative Agent at such office by crediting the account of Holdings on the books of Wells Fargo with the aggregate of the amounts made available to the Administrative Agent by the Lenders and in like funds as received by the Administrative Agent, or if requested by Holdings, by wire transfer in accordance with written instructions provided to the Administrative Agent by Holdings of such funds as received by the Administrative Agent, unless on the date of the Borrowing all or any portion of the proceeds thereof shall then be required to be applied to the repayment of any outstanding Loans or L/C Obligations, in which case such proceeds or portion thereof shall be applied to the payment of such Loans or L/C Obligations.

2.04 Voluntary Termination or Reduction of Commitments. Holdings may, upon not less than three (3) Business Days' prior written notice to the Administrative Agent, terminate the Revolving Commitments, or permanently reduce the Revolving Commitments, provided that the aggregate amount of any partial reduction is in a Minimum Amount; unless, after giving effect thereto and to any prepayments of any Loans made on the effective date thereof, (i) the Effective Amount of all Revolving Loans and L/C Obligations together would exceed the Aggregate Revolving Commitment then in effect, or (ii) the Effective Amount of all L/C Obligations would exceed the L/C Commitment then in effect. Once reduced in accordance with this Section 2.04, the Revolving Commitments may not be increased. Any reduction of the Revolving Commitments shall be applied to each Lender according to its Proportionate Share. If and to the extent specified by Holdings in the notice to the Administrative Agent, some or all of the reduction in the Revolving Commitments shall be applied to reduce the L/C Commitment. All accrued commitment and letter of credit fees to, but not including, the effective date of any reduction or termination of Revolving Commitments, shall be paid on the effective date of such reduction or termination.

2.05 Optional Prepayments. Subject to Section 4.04, Holdings may, at any time or from time to time, upon irrevocable written notice to the Administrative Agent provided prior to 9:00 a.m. (San Francisco time) on the day of such prepayment (provided that, if such prepayment is received by the Administrative Agent on or prior to 11:00 a.m. (San Francisco time) on any Business Day, such payment shall be applied against the outstanding Loans on the same Business Day), ratably prepay Loans in whole or in part, in Minimum Amounts without penalty; provided, however, that such notice may state that it is conditioned upon the consummation of a refinancing or other transaction, in which case such notice may be revoked by Holdings (by written notice to the Administrative Agent on or prior to the specified prepayment date), subject to Section 4.04, if such condition is not satisfied. Such notice of

prepayment shall specify the date and amount of such prepayment. The Administrative Agent will promptly notify the Lenders of its receipt of any such notice and of such prepayment. If such notice is given by Holdings, Holdings shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein, together with (in the case of Loans based on LIBOR) accrued interest to each such date on the amount prepaid and any amounts required pursuant to Section 4.04.

2.06 Mandatory Prepayments of Loans; Mandatory Commitment Reductions.

(a) Mandatory Prepayments of Loans.

(i) Over L/C Commitment. If at any time the Effective Amount of all L/C Obligations exceeds the L/C Commitment, Holdings shall Cash Collateralize on such date the outstanding Letters of Credit in an amount equal to the excess of the maximum amount then available to be drawn under the Letters of Credit over the L/C Commitment.

(ii) Over Aggregate Revolving Commitment. If at any time the Effective Amount of all Revolving Loans plus the Effective Amount of all L/C Obligations exceeds the Aggregate Revolving Commitment, Holdings shall immediately, and without notice or demand, pay an amount equal to the applicable excess in the following order of priority: first, Holdings shall prepay any L/C Borrowings then outstanding up to an amount equal to any remaining excess; and second, Holdings shall prepay the Revolving Loans then outstanding up to an amount equal to any remaining excess.

(iii) Dispositions of Property other than Excess Real Estate. If Holdings, the Company or any other Subsidiary shall at any time make or agree to make a Disposition of assets other than Excess Real Estate, then (A) Holdings shall promptly notify the Administrative Agent and the Prepetition Administrative Agent of such Disposition (including notice of the amount of the estimated Net Proceeds to be received by Holdings, the Company or such other Subsidiary in respect thereof), and (B) promptly upon, and in no event later than one (1) Business Day after, receipt by Holdings, the Company or such other Subsidiary of the Net Proceeds of such Disposition, Holdings shall pay an amount equal to 100% of such Net Proceeds in the following order of priority: first, Holdings shall prepay the outstanding amount of any L/C Borrowings; second, with any remaining excess, Holdings shall prepay the outstanding amount of any Revolving Loans; third, with any remaining excess, Holdings shall Cash Collateralize the L/C Obligations in accordance with Section 3.07; and fourth, to the extent that Holdings and its Subsidiaries have received such Net Proceeds exceeding \$25,000,000 in the aggregate, and provided no Default then exists, Holdings shall pay any remaining excess to the Prepetition Administrative Agent as cash collateral for the Indebtedness under the Prepetition Credit Agreement, which excess would be deposited in the Sale Cash Collateral Excess Proceeds Account and be treated in accordance with the Plan of Reorganization; provided, however, that with respect to any Non-Wholly-Owned Subsidiary, Holdings shall only be required to make the payments provided above in an amount equal to the ratable portion of the Net Proceeds received by such Non-Wholly-Owned Subsidiary based on Holdings' direct or indirect interest in such Non-Wholly-Owned Subsidiary; and provided, further, however, that if the Net Proceeds of any Disposition are less than \$100,000, then Holdings may delay the payments required under this

Section 2.06(a)(iii) until such time as aggregate Net Proceeds from Dispositions in respect of which a payment under this Section 2.06(a)(iii) has not been made exceed \$100,000.

(iv) New Debt. If Holdings, the Company or any other Subsidiary shall at any time or from time to time issue any debt securities or otherwise borrow money (other than any Loans and other Indebtedness permitted under Section 8.05), then (i) Holdings shall promptly notify the Administrative Agent in advance of the estimated Net Issuance Proceeds of such issuance or borrowing, and (ii) promptly upon, and in no event later than one (1) Business Day after, receipt by Holdings, the Company or such other Subsidiary of the Net Issuance Proceeds of such issuance or borrowing, Holdings shall pay an amount equal to 100% of such Net Issuance Proceeds in the following order of priority: first, Holdings shall prepay the outstanding amount of any L/C Borrowings; second, with any remaining excess, Holdings shall prepay the outstanding amount of any Revolving Loans; third, with any remaining excess, Holdings shall Cash Collateralize the outstanding amount of any L/C Obligations in accordance with Section 3.07; and fourth, with any remaining excess, Holdings shall fund the Cash Collateral Account; provided, however, that with respect to any Non-Wholly-Owned Subsidiary, Holdings shall only be required to make the payments provided above in an amount equal to the ratable portion of the Net Issuance Proceeds received by such Non-Wholly-Owned Subsidiary in respect of such issuance or borrowing based on Holdings' direct or indirect interest in such Non-Wholly-Owned Subsidiary.

(v) Over Borrowing Base. If at any time the Effective Amount of all Revolving Loans plus the Effective Amount of all L/C Obligations exceeds the Borrowing Base then in effect, Holdings shall immediately, and without notice or demand, pay an amount equal to the applicable excess in the following order of priority: first, Holdings shall prepay any L/C Borrowings then outstanding up to an amount equal to the applicable excess; second, Holdings shall prepay the Revolving Loans then outstanding up to an amount equal to any remaining excess; and third, Holdings shall Cash Collateralize the L/C Obligations then outstanding up to an amount equal to any remaining excess in accordance with Section 3.07.

(vi) New Equity. Unless waived by the Majority Lenders in each instance, upon the receipt of Net Issuance Proceeds in respect of the issuance and sale of any Equity Securities by Holdings or any Subsidiary, Holdings shall, within one (1) Business Day of Holdings' or such Subsidiary's receipt of such Net Issuance Proceeds, pay an amount equal to 100% of such Net Issuance Proceeds in the following priority: first, Holdings shall prepay the outstanding amount of any L/C Borrowings; second, with any remaining excess, Holdings shall prepay the outstanding amount of any Revolving Loans; third, with any remaining excess, Holdings shall Cash Collateralize the outstanding amount of any L/C Obligations in accordance with Section 3.07; and fourth, with any remaining excess, Holdings shall fund the Cash Collateral Account.

(vii) Dispositions of Excess Real Estate. If Holdings, the Company or any other Subsidiary shall at any time make or agree to make a Disposition of Excess Real Estate, then (A) Holdings shall promptly notify the Administrative Agent and the Prepetition Administrative Agent of such Disposition (including notice of the amount of the estimated Net Proceeds to be received by Holdings, the Company or such other Subsidiary in respect thereof), and (B) provided no Default then exists, then promptly upon, and in no event

later than one (1) Business Day after, receipt by Holdings, the Company or such other Subsidiary of the Net Proceeds of such Disposition, Holdings shall pay an amount equal to 100% of such Net Proceeds to the Prepetition Administrative Agent as cash collateral for the Indebtedness under the Prepetition Credit Agreement, which excess would be deposited in the Sale Cash Collateral Excess Proceeds Account and be treated in accordance with the Plan of Reorganization; provided, however, that with respect to any Non-Wholly-Owned Subsidiary, Holdings shall only be required to make the payments provided above in an amount equal to the ratable portion of the Net Proceeds received by such Non-Wholly-Owned Subsidiary based on Holdings' direct or indirect interest in such Non-Wholly-Owned Subsidiary.

(viii) Extraordinary Payments. If Holdings, the Company or any other Subsidiary shall at any time or from time to time receive extraordinary payments (*i.e.*, payments received outside of the Ordinary Course of Business) of cash, checks or other cash equivalent financial instruments, including payments from any Governmental Authority in respect of any federal, state or local tax refunds, then promptly upon, and in no event later than one (1) Business Day after, receipt by Holdings, the Company or such other Subsidiary of such extraordinary payments, Holdings shall pay an amount equal to 100% of such extraordinary payments in the following order of priority: first, Holdings shall prepay the outstanding amount of any L/C Borrowings; second, with any remaining excess, Holdings shall prepay the outstanding amount of any Revolving Loans; third, with any remaining excess, Holdings shall Cash Collateralize the outstanding amount of any L/C Obligations in accordance with Section 3.07; and fourth, with any remaining excess, Holdings shall fund the Cash Collateral Account; provided, however, that if the Net Proceeds of any extraordinary payment are less than \$100,000, then Holdings may delay the payments required under this Section 2.06(a)(viii) until such time as aggregate Net Proceeds from extraordinary payments in respect of which a payment under this Section 2.06(a)(viii) has not been made exceed \$100,000.

(ix) Cash Collateral Account Balance. If as of the close of business on any Business Day the balance in the Cash Collateral Account on such day exceeds \$1,000,000, then Holdings shall within one (1) Business Day, and without notice or demand, pay an amount equal to the applicable excess in the following order of priority: first, Holdings shall prepay any L/C Borrowings then outstanding up to an amount equal to any remaining excess; second, Holdings shall prepay the Revolving Loans then outstanding up to an amount equal to any remaining excess; and third, Holdings shall Cash Collateralize the L/C Obligations then outstanding up to an amount equal to any remaining excess in accordance with Section 3.07.

(x) Holdings shall pay, together with each prepayment under this Section 2.06, accrued interest on the amount of any Loans prepaid and any amounts required pursuant to Section 4.04.

(b) Mandatory Commitment Reductions. The Aggregate Revolving Commitment shall be automatically and permanently reduced to \$0 on the Revolving Loan Maturity Date.

2.07 Repayment.

(a) The Revolving Loans. Holdings shall repay to the Administrative Agent for the account of the Lenders on the Revolving Loan Maturity Date the aggregate principal amount of Revolving Loans outstanding on such date.

2.08 Interest.

(a) Subject to Section 2.08(c) below, each Revolving Loan shall bear interest on the outstanding principal amount thereof from the applicable Borrowing Date at a rate per annum equal to the Base Rate plus the Applicable Margin.

(b) Interest on each Revolving Loan shall be paid in arrears on each Interest Payment Date. Interest shall also be paid on the date of any prepayment of the Loans under Section 2.05 or Section 2.06 for the portion of such Loans so prepaid and upon payment (including prepayment) in full thereof, and on the Revolving Loan Maturity Date. During the existence of any Event of Default, interest shall be paid on demand of the Administrative Agent at the request or with the consent of the Majority Lenders.

(c) Notwithstanding Section 2.08(a), while any Event of Default exists or after acceleration, Holdings shall pay interest (after as well as before entry of judgment thereon to the extent permitted by law) on the principal amount of all outstanding Loans and other Obligations of Holdings, at a rate per annum which is determined by adding 4% per annum to the Applicable Margin and, in the case of Obligations not subject to the Applicable Margin, at a rate per annum equal to the Base Rate plus the Applicable Margin plus 4% per annum.

(d) Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the “Maximum Rate”). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to Holdings. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

2.09 Fees. In addition to certain fees described in Section 3.08:

(a) Agency Fee. On the Effective Date, Holdings shall pay the fee specified in that certain letter agreement between Holdings and Wells Fargo dated June 16, 2009 (the “Agency Fee Letter”, and such fee, the “Agency Fee”). The Agency Fee is fully earned when due and, once paid, is non-refundable.

(b) Commitment Fees. Holdings shall pay to the Administrative Agent for the account of each Lender a commitment fee on the actual daily unused portion of such Lender’s Proportionate Share of the then effective Aggregate Revolving Commitment (the “Available Commitment”), computed on a monthly basis in arrears on the last Business Day of each calendar month based upon the daily utilization for that month as calculated by the

Administrative Agent at a rate per annum equal to the Applicable Fee Amount (such fees, the “Commitment Fees”). For purposes of calculating the Available Commitment under this Section 2.09, the Revolving Commitments shall be deemed used to the extent of the Effective Amount of Revolving Loans then outstanding plus the Effective Amount of L/C Obligations then outstanding (other than L/C Obligations consisting of the aggregate undrawn amount of all Commercial Letters of Credit then outstanding). Such Commitment Fees shall accrue from the Effective Date to the Revolving Loan Maturity Date and shall be due and payable monthly in arrears on the last Business Day of each calendar month, commencing on June 30, 2009, to the Revolving Loan Maturity Date, with the final payment to be made on the Revolving Loan Maturity Date; provided that in connection with any termination of Revolving Commitments hereunder, the accrued Commitment Fees calculated for the period ending on such date shall also be paid on the date of termination. The Commitment Fees provided in this Section 2.09(b) shall accrue at all times after the Effective Date, including at any time during which one or more conditions in Article V are not met. The Commitment Fees are fully earned when due and, once paid, are non-refundable.

(c) Servicing Fee. Holdings shall pay to the Administrative Agent, for the Administrative Agent’s sole account, a servicing fee equal to \$2,500 per month for each month (or a pro-rata share thereof, if in respect of a portion of a month) from and after the Effective Date up to the Revolving Loan Maturity Date (the “Servicing Fee”), which shall be due and payable monthly in arrears on the last Business Day of each calendar month, commencing on June 30, 2009, to the Revolving Loan Maturity Date, with the final payment to be made on the Revolving Loan Maturity Date. The Servicing Fee is fully earned when due and, once paid, is non-refundable.

(d) Closing Fee. On the Effective Date, Holdings shall pay to the Administrative Agent for the account of each of the Lenders in accordance with its respective Proportionate Share a closing fee equal to 2.00% of the Maximum Commitment Amount (such fee, the “Closing Fee”). The Closing Fee is fully earned when due and, once paid, is non-refundable.

(e) Audit, Appraisal and Examination Fees. Holdings shall pay to the Administrative Agent, for the Administrative Agent’s sole account, (i) a fee equal to \$1,000 per day, per auditor, plus reasonable out-of-pocket expenses for each financial audit of Holdings or any Guarantor performed by personnel, employed by the Administrative Agent, (ii) if implemented, a fee equal to \$1,000 per day, per applicable individual, plus reasonable out-of-pocket expenses for the establishment of electronic collateral reporting, and (iii) the actual charges paid or incurred by the Administrative Agent if it elects to employ the services of one or more third persons to perform financial audits or quality of the earnings analyses of Holdings or any Guarantor, to establish electronic collateral reporting systems, to appraise the Collateral, or any portion thereof, or to assess Holdings’ or any Guarantor’s business valuation.

2.10 Computation of Fees and Interest.

(a) All computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed. Interest and fees shall accrue during each period during which interest or such fees are computed from the first day thereof to the last day thereof.

(b) Each determination of an interest rate by the Administrative Agent shall be conclusive and binding on Holdings and the Lenders in the absence of manifest error. The Administrative Agent will, at the request of Holdings or any Lender, deliver to Holdings or the Lender, as the case may be, a statement showing the quotations used by the Administrative Agent in determining any interest rate and the resulting interest rate.

2.11 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by Holdings shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by Holdings hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Payment Office in Dollars and in immediately available funds not later than 11:00 a.m. (San Francisco time) on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Proportionate Share (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 11:00 a.m. (San Francisco time) shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by Holdings shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing (or prior to the time of any Borrowing, in the case of any same day advance of Revolving Loans) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.03 and may, in reliance upon such assumption, make available to Holdings a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and Holdings severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to Holdings to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation and (B) in the case of a payment to be made by Holdings, the interest rate applicable to Revolving Loans. If Holdings and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to Holdings the amount of such interest paid by Holdings for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by Holdings shall be without prejudice to any claim Holdings may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Holdings; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from Holdings prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuer hereunder that Holdings will not make such payment, the Administrative Agent may assume that Holdings has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the L/C Issuer, as the case may be, the amount due. In such event, if Holdings has not in fact made such payment, then each of the Lenders or the L/C Issuer, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or Holdings with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to Holdings by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article V are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Loans, to fund participations in Letters of Credit and to make payments pursuant to Section 11.04(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment under Section 11.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 11.04(c).

2.12 Sharing of Payments, Etc.

(a) Except as otherwise provided herein:

(i) Each Revolving Loan and reduction of the Aggregate Revolving Commitment shall be made or shared among the Lenders pro rata according to their respective Proportionate Shares;

(ii) Each payment of principal on Loans in any Borrowing shall be shared among the Lenders which made or funded the Loans in such Borrowing pro rata according to the respective unpaid principal amounts of such Loans then owed to such Lenders;

(iii) Each payment of interest on Loans in any Borrowing shall be shared among the Lenders that made or funded the Loans in such Borrowing pro rata

according to (A) the respective unpaid principal amounts of such Loans so made or funded by such Lenders and (B) the dates on which such Lenders so made or funded such Loans;

(iv) Each payment of Commitment Fees pursuant to this Agreement shall be shared among the Lenders (except for Defaulting Lenders) pro rata according to (A) their respective Proportionate Shares and (B) in the case of each Lender which becomes a Lender hereunder after the date hereof, the date upon which such Lender so became a Lender;

(v) Each payment of any fees due in connection with any amendment hereto or any waiver of or forbearance from any Event of Default existing hereunder shall be shared among those Lenders consenting to such amendment, waiver or forbearance or as otherwise agreed to by such Lenders;

(vi) Each payment of interest (other than interest on Loans) and fees (other than Commitment Fees) shall be shared among the Lenders and the Administrative Agent owed the amount upon which such interest or fee accrues pro rata according to (A) the respective amounts so owed such Lenders and the Administrative Agent and (B) the dates on which such amounts became owing to such Lenders and the Administrative Agent; and

(vii) All other payments under this Agreement and the other Loan Documents shall be for the benefit of the Person or Persons specified.

(b) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Loans made by it, or the participations in L/C Obligations held by it or other obligations hereunder resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Loans or participations and accrued interest thereon or other such obligations greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans, subparticipations in L/C Obligations and participations in such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section 2.12(b) shall not be construed to apply to (x) any payment made by Holdings pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or subparticipations in L/C Obligations to any assignee or participant, other than to Holdings or any Subsidiary thereof (as to which the provisions of this Section 2.12(b) shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this Section 2.12(b) and will in each case notify the applicable Lenders following any such purchases or repayments.

2.13 Security and Guaranty.

(a) All Obligations under this Agreement, the Notes and all other Loan Documents shall be secured in accordance with the Collateral Documents.

(b) All Obligations of Holdings under this Agreement, each of the Notes and all other Loan Documents to which it is a party shall be unconditionally guaranteed by each Guarantor pursuant to its Guaranty.

2.14 Cash Collateral. Upon the occurrence of the circumstances described in Section 2.06 requiring Holdings to fund the Cash Collateral Account, then Holdings shall immediately fund the Cash Collateral Account and Cash Collateralize the Obligations in the applicable amount required under Section 2.06. Cash collateral held under this Section 2.14 shall be maintained in the Cash Collateral Account pursuant to the Security Agreement. Unless an Event of Default has occurred and is continuing, Holdings shall have access to the funds in the Cash Collateral Account and Holdings may from time to time give instructions to the depository bank directing the disposition of the funds in the Cash Collateral Account. If an Event of Default has occurred and is continuing, Holdings shall not have access to the funds in the Cash Collateral Account and may not direct the disposition of the funds in the Cash Collateral Account, except with the consent of the Administrative Agent.

2.15 Extension Option. Holdings may extend the date set forth in clause (a) of the definition of Revolving Loan Maturity Date from January 2, 2010 to March 31, 2010 (the “Extension Option”) subject to (and such date shall be so extended upon the satisfaction of) the following conditions:

(a) Holdings shall provide written notice to the Administrative Agent at least thirty (30) days prior to January 2, 2010 of its intention to exercise the Extension Option;

(b) Holdings shall pay a fee to the Administrative Agent on or before January 2, 2010 for the ratable amount of the Lenders equal to 1.00% of the Aggregate Revolving Commitment less any permanent reductions of Revolving Commitments;

(c) the Loan Parties shall have filed with the Bankruptcy Court the Plan of Reorganization; and

(d) no Default or Event of Default shall have occurred and be continuing as of January 2, 2010.

The Administrative Agent shall promptly notify Holdings and the Lenders upon the effectiveness of the Extension Option.

ARTICLE III.

THE LETTERS OF CREDIT

3.01 The Letter of Credit Subfacility.

(a) On the terms and subject to the conditions set forth herein (i) the L/C Issuer agrees, (A) from time to time on any Business Day during the period from the Effective Date to the Revolving Loan Maturity Date to issue Letters of Credit for the account of Holdings, and to amend or renew Letters of Credit previously issued by it, in accordance with Section 3.02(c) and Section 3.02(d), and (B) to honor drafts under the Letters of Credit; and (ii) the Lenders severally agree to participate in Letters of Credit Issued for the account of Holdings; provided that the L/C Issuer shall not be obligated to Issue, and no Lender shall be obligated to participate in, any Letter of Credit if such Letter of Credit is not denominated in Dollars or if as of the date of Issuance of such Letter of Credit (the “Issuance Date”) and after giving effect thereto (w) the Effective Amount of all L/C Obligations plus the Effective Amount of all Revolving Loans shall exceed the Aggregate Revolving Commitment, (x) the participation of any Lender in the Effective Amount of all L/C Obligations plus the Effective Amount of the Revolving Loans of such Lender shall exceed such Lender’s Revolving Commitment, (y) the Effective Amount of L/C Obligations shall exceed the L/C Commitment or (z) the Effective Amount of all Revolving Loans and L/C Obligations shall exceed the Borrowing Base then in effect. Within the foregoing limits, and subject to the other terms and conditions hereof, Holdings’ ability to obtain Letters of Credit shall be fully revolving, and, accordingly, Holdings may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit which have expired or which have been drawn upon and reimbursed.

(b) The L/C Issuer is under no obligation to Issue any Letter of Credit if:

(i) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the L/C Issuer from Issuing such Letter of Credit, or any Requirement of Law applicable to the L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit, or request that the L/C Issuer refrain from, the Issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon the L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the L/C Issuer is not otherwise compensated hereunder) not in effect on the Effective Date, or shall impose upon the L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Effective Date and which the L/C Issuer in good faith deems material to it;

(ii) the L/C Issuer has received written notice from any Lender, the Administrative Agent or Holdings, on or prior to the Business Day prior to the requested date of Issuance of such Letter of Credit, that one or more of the applicable conditions contained in Article V is not then satisfied;

(iii) the expiry date of any requested Letter of Credit is after the Revolving Loan Maturity Date, unless all of the Lenders have approved such expiry date in writing;

(iv) the expiry date of any requested Letter of Credit is prior to the maturity date of any financial obligation to be supported by the requested Letter of Credit;

(v) any requested Letter of Credit does not provide for drafts, or is not otherwise in form and substance acceptable to the L/C Issuer, or the Issuance of a Letter of Credit shall violate any applicable policies of the L/C Issuer;

(vi) any Standby Letter of Credit is in a face amount less than \$1,000,000; or

(vii) any requested Letter of Credit is to be denominated in a currency other than Dollars.

(c) Letters of Credit issued under this Article III shall be either Commercial Letters of Credit or Standby Letters of Credit.

3.02 Issuance, Amendment and Renewal of Letters of Credit.

(a) Each Letter of Credit shall be issued upon the irrevocable written request of Holdings received by the L/C Issuer (with a copy sent by Holdings to the Administrative Agent) at least four (4) Business Days (or such shorter time as the L/C Issuer may agree in a particular instance in its sole discretion) prior to the proposed date of issuance. Each such request for issuance of a Letter of Credit shall be by facsimile, confirmed immediately in an original writing, in the form of an L/C Application, and shall specify in form and detail satisfactory to the L/C Issuer: (i) the proposed date of issuance of the Letter of Credit (which shall be a Business Day); (ii) the face amount of the Letter of Credit; (iii) the expiry date of the Letter of Credit; (iv) the name and address of the beneficiary thereof; (v) the documents to be presented by the beneficiary of the Letter of Credit in case of any drawing thereunder; (vi) the full text of any certificate to be presented by the beneficiary in case of any drawing thereunder; and (vii) such other matters as the L/C Issuer may require.

(b) At least two (2) Business Days prior to the Issuance of any Letter of Credit, the L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of the L/C Application or L/C Amendment Application from Holdings and, if not, the L/C Issuer will provide the Administrative Agent with a copy thereof. Unless the L/C Issuer has received notice on or before the Business Day immediately preceding the date the L/C Issuer is to issue a requested Letter of Credit from the Administrative Agent (A) directing the L/C Issuer not to issue such Letter of Credit because such issuance is not then permitted under Section 3.01(a) as a result of the limitations set forth in clauses (w) through (z) thereof or Section 3.01(b)(ii); or (B) that one or more conditions specified in Article V are not then satisfied; then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of Holdings in accordance with the L/C Issuer's usual and customary business practices.

(c) From time to time while a Letter of Credit is outstanding and prior to the Revolving Loan Maturity Date, the L/C Issuer will, upon the written request of Holdings received by the L/C Issuer (with a copy sent by Holdings to the Administrative Agent) at least four (4) Business Days (or such shorter time as the L/C Issuer may agree in a particular instance in its sole discretion) prior to the proposed date of amendment (including a renewal or extension thereof), amend any Letter of Credit issued by it. Each such request for amendment of a Letter of Credit shall be made by facsimile, confirmed immediately in an original writing, made in the form of an L/C Amendment Application and shall specify in form and detail satisfactory to the L/C Issuer: (i) the Letter of Credit to be amended; (ii) the proposed date of amendment of the Letter of Credit (which shall be a Business Day); (iii) the nature of the proposed amendment; and (iv) such other matters as the L/C Issuer may require. The L/C Issuer shall be under no obligation to amend any Letter of Credit if: (A) the L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended form under the terms of this Agreement; or (B) the beneficiary of any such Letter of Credit does not accept the proposed amendment to the Letter of Credit. The Administrative Agent will promptly notify the Lenders of the Issuance of any Standby Letter of Credit notified to it by the L/C Issuer. The Lenders acknowledge and agree that the Administrative Agent will not notify them of the receipt by the Administrative Agent of any L/C Application or L/C Amendment Application or of the Issuance of any Commercial Letter of Credit. From time to time the Administrative Agent will notify the Lenders of the amount of all outstanding Letters of Credit hereunder.

(d) The L/C Issuer and the Lenders agree that, while a Letter of Credit is outstanding and prior to the Revolving Loan Maturity Date, the L/C Issuer shall be entitled to authorize the renewal of any Letter of Credit issued by it. The L/C Issuer shall be under no obligation to so renew any Letter of Credit if: (A) the L/C Issuer would have no obligation at such time to issue or amend such Letter of Credit in its renewed form under the terms of this Agreement; or (B) the beneficiary of any such Letter of Credit does not accept the proposed renewal of the Letter of Credit. If any outstanding Letter of Credit shall provide that it shall be automatically renewed unless the beneficiary thereof receives notice from the L/C Issuer that such Letter of Credit shall not be renewed, and if at the time of renewal, the L/C Issuer would be entitled to authorize the renewal of such Letter of Credit in accordance with this Section 3.02(d) upon the request of Holdings, but the L/C Issuer shall not have received any written direction by Holdings with respect thereto, the L/C Issuer shall nonetheless be permitted to allow such Letter of Credit to renew, and Holdings and the Lenders hereby authorize such renewal, and, accordingly, the L/C Issuer shall be deemed to have received an L/C Amendment Application from Holdings requesting such renewal.

(e) The L/C Issuer may, at its election (or as required by the Administrative Agent at the direction of the Majority Lenders), deliver any notices of termination or other communications to any Letter of Credit beneficiary or transferee, and take any other action as necessary or appropriate, at any time and from time to time, in order to cause the expiry date of such Letter of Credit to be a date not later than the Revolving Loan Maturity Date.

(f) This Agreement shall control in the event of any conflict with any L/C Related Document (other than any Letter of Credit).

(g) The L/C Issuer will also deliver to the Administrative Agent, concurrently or promptly following its delivery of a Letter of Credit, or amendment to or renewal of a Letter of Credit, to an advising bank or a beneficiary, a true and complete copy of each such Letter of Credit or amendment to or renewal of a Letter of Credit.

3.03 Risk Participations, Drawings and Reimbursements.

(a) Immediately upon the Issuance of each Letter of Credit, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer a participation in such Letter of Credit and each drawing thereunder in an amount equal to the product of (i) the Proportionate Share of such Lender, times (ii) the maximum amount available to be drawn under such Letter of Credit and the amount of such drawing, respectively. Each Issuance of a Letter of Credit shall be deemed to utilize the Revolving Commitment of each Lender by an amount equal to the amount of such participation.

(b) In the event of any request for a drawing under a Letter of Credit by the beneficiary or transferee thereof, the L/C Issuer will promptly notify Holdings and specify in such notice the date such drawing will be honored by the L/C Issuer (the “Honor Date”). If the L/C Issuer so notifies Holdings prior to 9:00 a.m. (San Francisco time) on the Honor Date, Holdings, as account party under such Letter of Credit, shall reimburse the L/C Issuer no later than 11:00 a.m. (San Francisco time) on the Honor Date for the amount paid by the L/C Issuer under such Letter of Credit or, if the L/C Issuer shall so notify Holdings after 9:00 a.m. (San Francisco time) on the Honor Date, Holdings, as account party under such Letter of Credit, shall reimburse the L/C Issuer no later than 11:00 a.m. (San Francisco time) on the next succeeding Business Day for the amount paid by the L/C Issuer under such Letter of Credit on the Honor Date (each such date, a “Reimbursement Date”), in each case, in an amount equal to the amount so paid by the L/C Issuer. In the event Holdings fails to reimburse the L/C Issuer for the full amount of any drawing under any Letter of Credit by the required time as provided above on the Reimbursement Date, the L/C Issuer will promptly notify the Administrative Agent, and the Administrative Agent will promptly notify each Lender thereof (including the amount thereof and such Lender’s Proportionate Share thereof), and Holdings shall be deemed to have requested that Revolving Loans be made by the Lenders to Holdings to be disbursed on the Reimbursement Date for such Letter of Credit, subject to the amount of the unutilized portion of the Aggregate Revolving Commitment and subject to the conditions set forth in Section 5.02. Holdings hereby directs that the proceeds of any such Loans deemed to be borrowed by it shall be used to pay its reimbursement obligations in respect of any such drawing. Solely for the purposes of making such Loans, the Minimum Amount limitations set forth in Section 2.03 shall not be applicable. Any notice given by the L/C Issuer or the Administrative Agent pursuant to this Section 3.03(b) may be oral if immediately confirmed in writing (including by facsimile); provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice. In the event that any amount of any drawing under any Letter of Credit is not reimbursed by Holdings on the Honor Date, such unreimbursed amount shall bear interest until it is either deemed to be an L/C Borrowing as provided in Section 3.03(d) or deemed to be converted to a Revolving Loan as provided in this Section 3.03(b), at a rate per annum equal to the Base Rate plus the Applicable Margin.

(c) Each Lender shall, upon receipt of any notice pursuant to Section 3.03(b), make available to the Administrative Agent for the account of the L/C Issuer an amount in Dollars and in immediately available funds equal to its Proportionate Share of the amount of the drawing, whereupon such Lender shall (subject to Section 3.03(f)) be deemed to have made a Revolving Loan to Holdings in that amount. The Administrative Agent will promptly give notice of the occurrence of the Reimbursement Date, but failure of the Administrative Agent to give any such notice on the Reimbursement Date or in sufficient time to enable any Lender to effect such payment on such date shall not relieve such Lender from its obligations under this Section 3.03.

(d) With respect to any unreimbursed drawing that is not converted into Revolving Loans in whole or in part, because of Holdings' failure to satisfy the conditions set forth in Section 5.02 or for any other reason, Holdings shall be deemed to have incurred from the L/C Issuer an L/C Borrowing in the amount of such drawing, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at a rate per annum equal to the Base Rate, plus the Applicable Margin plus 4% per annum. In such event, each Lender shall upon receipt of any notice pursuant to Section 3.03(b) make available to the Administrative Agent for the account of the L/C Issuer an amount in Dollars and in immediately available funds equal to its Proportionate Share of the amount of the drawing. Each Lender's payment to the L/C Issuer pursuant to this Section 3.03(d) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under this Section 3.03.

(e) If any Lender fails to make available to the Administrative Agent for the account of the L/C Issuer the amount of such Lender's Proportionate Share of the amount of any drawing by no later than 12:00 noon (San Francisco time) on the Reimbursement Date, then interest shall accrue on such Lender's obligation to make such payment, from the Reimbursement Date to the date such Lender makes such payment, at (i) the Federal Funds Rate in effect from time to time during the period commencing on the Reimbursement Date and ending on the date three (3) Business Days thereafter, and (ii) thereafter at the Base Rate as in effect from time to time, payable on demand of the Administrative Agent.

(f) Each Lender's obligation in accordance with this Agreement to make or participate in the Revolving Loans or L/C Advances, as contemplated by this Section 3.03, as a result of a drawing under a Letter of Credit, shall be absolute and unconditional and without recourse to the L/C Issuer and shall not be affected by any circumstance, including (i) any set-off, counterclaim, recoupment, defense or other right which such Lender may have against the L/C Issuer, Holdings or any other Person for any reason whatsoever; (ii) the occurrence or continuance of a Default, an Event of Default or a Material Adverse Effect; or (iii) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing; provided, however, that each Lender's obligation to make Revolving Loans under this Section 3.03 is subject to the conditions set forth in Section 5.02; and provided, further, however, that a Lender may have recourse against the L/C Issuer, and the L/C Issuer may be liable to a Lender, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by such Lender which such Lender proves were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the

beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit.

3.04 Repayment of Participations.

(a) Upon (and only upon) receipt by the Administrative Agent for the account of the L/C Issuer of immediately available funds from Holdings (i) in reimbursement of any payment made by the L/C Issuer under the Letter of Credit with respect to which any Lender has paid the Administrative Agent for the account of the L/C Issuer for such Lender's participation in the Letter of Credit pursuant to Section 3.03 or (ii) in payment of interest thereon, the Administrative Agent will pay to each Lender, in the same funds as those received by the Administrative Agent for the account of the L/C Issuer, the amount of such Lender's Proportionate Share of such funds, and the L/C Issuer shall receive the amount of the Proportionate Share of such funds of any Lender that did not so pay the Administrative Agent for the account of the L/C Issuer.

(b) If the Administrative Agent or the L/C Issuer is required at any time to return to Holdings, or to a trustee, receiver, liquidator, custodian, or any official in any Insolvency Proceeding, any portion of the payments made by Holdings to the Administrative Agent for the account of the L/C Issuer pursuant to Section 3.04(a) in reimbursement of a payment made under the Letter of Credit or interest or fee thereon, each Lender shall, on demand of the Administrative Agent, forthwith return to the Administrative Agent or the L/C Issuer the amount of its Proportionate Share of any amounts so returned by the Administrative Agent or the L/C Issuer plus interest thereon from the date such demand is made to the date such amounts are returned by such Lender to the Administrative Agent or the L/C Issuer, at a rate per annum equal to the Federal Funds Rate in effect from time to time.

3.05 Role of the L/C Issuer.

(a) Each Lender and Holdings agree that, in paying any drawing under a Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft and certificates expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document.

(b) No Administrative Agent-Related Person nor any of the respective correspondents, participants or assignees of the L/C Issuer shall be liable to any Lender for: (i) any action taken or omitted in connection herewith at the request or with the approval of the Lender (including the Majority Lenders, as applicable); (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any L/C-Related Document.

(c) Holdings hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude Holdings pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. No Administrative Agent-Related Person, nor any of the respective correspondents,

participants or assignees of the L/C Issuer, shall be liable or responsible for any of the matters described in clauses (i) through (vii) of Section 3.06; provided, however, anything in such clauses to the contrary notwithstanding, that Holdings may have a claim against the L/C Issuer, and the L/C Issuer may be liable to Holdings, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by Holdings which Holdings proves were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing: (i) the L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary; and (ii) the L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

3.06 Obligations Absolute. The obligations of Holdings under this Agreement and any L/C-Related Document to reimburse the L/C Issuer for a drawing under a Letter of Credit, and to repay any L/C Borrowing and any drawing under a Letter of Credit converted into Revolving Loans, shall be unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement and each such other L/C-Related Document under all circumstances, including the following:

- (i) any lack of validity or enforceability of this Agreement or any L/C-Related Document;
- (ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the obligations of Holdings in respect of any Letter of Credit or any other amendment or waiver of or any consent to departure from all or any of the L/C-Related Documents;
- (iii) the existence of any claim, set-off, defense or other right that Holdings may have at any time against any beneficiary or any transferee of any Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by the L/C-Related Documents or any unrelated transaction;
- (iv) any draft, demand, certificate or other document presented under any Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under any Letter of Credit;
- (v) any payment by the L/C Issuer under any Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of any Letter of Credit; or any payment made by the L/C Issuer under any Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any

transferee of any Letter of Credit, including any arising in connection with any Insolvency Proceeding;

(vi) any exchange, release or non-perfection of any collateral, or any release or amendment or waiver of or consent to departure from any other guarantee, for all or any of the obligations of Holdings in respect of any Letter of Credit; or

(vii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, Holdings or a Guarantor.

3.07 Cash Collateral Pledge. (a) Upon the request of the Administrative Agent, if the L/C Issuer has honored any full or partial drawing request on any Letter of Credit and such drawing has resulted in an L/C Borrowing hereunder, or (b) if, as of the Revolving Loan Maturity Date, any Letters of Credit may for any reason remain outstanding and partially or wholly undrawn, or (c) upon the occurrence of the circumstances described in Sections 2.06(a)(i) or 2.06(a)(v) requiring Holdings to Cash Collateralize Letters of Credit, or (d) upon the occurrence of the circumstances described elsewhere in Section 2.06(a) requiring Holdings to Cash Collateralize Letters of Credit, then Holdings shall immediately Cash Collateralize the L/C Obligations in an amount equal to such L/C Obligations, or in such other applicable amount required under Section 2.06(a). In the case of the preceding clauses (a), (b) and (c), Holdings shall, to the extent necessary, make such additional pledges from time to time as shall be necessary to ensure that all such L/C Obligations remain at all times fully Cash Collateralized. Cash collateral held under this Section 3.07 or Section 9.02 shall be maintained in the L/C Cash Collateral Account pursuant to the Security Agreement. If L/C Obligations are Cash Collateralized pursuant to Sections 2.06(a)(iii) through 2.06(a)(ix) and at any time thereafter the Borrowing Base then in effect exceeds the Effective Amount of all Revolving Loans and L/C Obligations, then Holdings may request in writing that the Administrative Agent release funds from the L/C Cash Collateral Account in an amount up to the Dollar amount of the applicable excess, and promptly following its receipt of such written request the Administrative Agent shall, subject to the other provisions of this Agreement and the other Loan Documents, so release such funds in such Dollar amount, provided that no Default then exists and the Administrative Agent has received a certification to such effect from a Responsible Officer of Holdings.

3.08 Letter of Credit Fees.

(a) Holdings shall pay to the Administrative Agent for the account of each of the Lenders in accordance with its respective Proportionate Share a letter of credit fee with respect to the Standby Letters of Credit equal to the rate per annum equal to the Applicable Fee Amount of the actual daily maximum amount available to be drawn of the outstanding Standby Letters of Credit, computed on a monthly basis in arrears on the last Business Day of each calendar month based upon Standby Letters of Credit outstanding for that month as calculated by the Administrative Agent. Such letter of credit fees shall be due and payable monthly in arrears on the last Business Day of each calendar month during which Standby Letters of Credit are outstanding, commencing on the first such monthly date to occur after the Effective Date, to the Revolving Loan Maturity Date (or such later date upon which the outstanding Letters of Credit shall expire), with the final payment to be made on the Revolving

Loan Maturity Date (or such later expiration date). Such fees are fully earned when due and, once paid, are non-refundable.

(b) Holdings shall pay to the L/C Issuer, for the L/C Issuer's sole account, a letter of credit fee with respect to the amount from time to time available to be drawn under Commercial Letters of Credit in such amount and on such dates as shall separately be agreed upon between the L/C Issuer and Holdings. Such fees are fully earned when due and, once paid, are non-refundable.

(c) Holdings shall pay to the L/C Issuer, for the L/C Issuer's sole account, a letter of credit fronting fee for each Standby Letter of Credit Issued by the L/C Issuer equal to 0.125% per annum of the actual daily maximum amount available to be drawn of the outstanding Standby Letters of Credit, computed on a monthly basis in arrears on the last Business Day of each calendar month based upon Standby Letters of Credit outstanding for that month as calculated by the L/C Issuer. Such letter of credit fronting fees shall be due and payable monthly in arrears on the last Business Day of each calendar month during which Standby Letters of Credit are outstanding, commencing on the first such monthly date to occur after the Effective Date, to the Revolving Loan Maturity Date (or such later date upon which the outstanding Letters of Credit shall expire), with the final payment to be made on the Revolving Loan Maturity Date (or such later expiration date). Such fees are fully earned when due and, once paid, are non-refundable.

(d) Holdings shall pay to the L/C Issuer from time to time on demand the normal issuance, presentation, transfer, amendment and other processing fees, and other standard costs and charges, of the L/C Issuer relating to letters of credit as from time to time in effect.

(e) Notwithstanding subsection (a) of this Section 3.08, while any Event of Default exists or after acceleration, Holdings shall pay a letter of credit fee (after as well as before entry of judgment thereon to the extent permitted by law) on the actual daily maximum amount available to be drawn of the outstanding Letters of Credit, at a rate per annum which is determined by adding 4% per annum to the rate otherwise then in effect hereunder for such Letters of Credit.

3.09 Applicability of ISP98 and UCP. Unless otherwise expressly agreed by the L/C Issuer and Holdings when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), (i) the rules of the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance) shall apply to each Standby Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits (the "UCP"), as most recently published by the International Chamber of Commerce (the "ICC") at the time of issuance (including the ICC decision published by the Commission on Banking Technique and Practice on April 6, 1998 regarding the European single currency (euro)) shall apply to each Commercial Letter of Credit.

ARTICLE IV.

TAXES, YIELD PROTECTION AND ILLEGALITY

4.01 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of Holdings hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes, provided that if Holdings shall be required by applicable law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent, Lender or L/C Issuer, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) Holdings shall make such deductions and (iii) Holdings shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) Payment of Other Taxes by Holdings. Without limiting the provisions of subsection (a) above, Holdings shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Indemnification by Holdings. Holdings shall indemnify the Administrative Agent, each Lender and the L/C Issuer, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent, such Lender or the L/C Issuer, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to Holdings by a Lender or the L/C Issuer (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender or the L/C Issuer, shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by Holdings to a Governmental Authority, Holdings shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders. Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which Holdings is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to Holdings (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or reasonably requested by Holdings or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made

without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by Holdings or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by Holdings or the Administrative Agent as will enable Holdings or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

Without limiting the generality of the foregoing, in the event that Holdings is resident for tax purposes in the United States, any Foreign Lender shall deliver to Holdings and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of Holdings or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(i) duly completed copies of Internal Revenue Service Form W-8BEN claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(ii) duly completed copies of Internal Revenue Service Form W-8ECI,

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (x) a certificate to the effect that such Foreign Lender is not (A) a “bank” within the meaning of section 881(c)(3)(A) of the Code, (B) a “10 percent shareholder” of Holdings within the meaning of section 881(c)(3)(B) of the Code, or (C) a “controlled foreign corporation” described in section 881(c)(3)(C) of the Code and (y) duly completed copies of Internal Revenue Service Form W-8BEN, or

(iv) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in United States Federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable law to permit Holdings to determine the withholding or deduction required to be made.

(f) Treatment of Certain Refunds. If the Administrative Agent, any Lender or the L/C Issuer determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by Holdings or with respect to which Holdings has paid additional amounts pursuant to this Section, it shall pay to Holdings an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by Holdings under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent, such Lender or the L/C Issuer, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that Holdings, upon the request of the Administrative Agent, such Lender or the L/C Issuer, agrees to repay the amount paid over to Holdings (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, such Lender or the L/C Issuer in the event the Administrative Agent, such Lender or the L/C Issuer is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require the Administrative

Agent, any Lender or the L/C Issuer to make available its tax returns (or any other information relating to its taxes that it deems confidential) to Holdings or any other Person.

4.02 Illegality.

(a) If any Lender determines that the introduction of any Requirement of Law, or any change in any Requirement of Law, or in the interpretation or administration of any Requirement of Law, has made it unlawful, or that any central bank or other Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make or maintain Loans priced by reference to LIBOR, then, on notice thereof by such Lender to Holdings through the Administrative Agent, the Base Rate shall be determined without reference to any element incorporating LIBOR until such Lender notifies the Administrative Agent and Holdings that the circumstances giving rise to such determination no longer exist.

(b) Before giving any notice to the Administrative Agent under this Section 4.02, the affected Lender shall designate a different Lending Office with respect to its Loans priced by reference to LIBOR if such designation will avoid the need for giving such notice or making such demand and will not, in the judgment of such Lender, be illegal or otherwise disadvantageous to such Lender.

4.03 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender or the L/C Issuer;

(ii) subject any Lender or the L/C Issuer to any tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Loan made by it, or change the basis of taxation of payments to such Lender or the L/C Issuer in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 4.01 and the imposition of, or any change in the rate of, any Excluded Tax payable by such Lender or the L/C Issuer); or

(iii) impose on any Lender or the L/C Issuer or the London interbank market any other condition, cost or expense affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein; and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or the L/C Issuer of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or the L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or the L/C Issuer, Holdings will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or the L/C Issuer determines that any Change in Law affecting such Lender or the L/C Issuer or any Lending Office of such Lender or such Lender's or the L/C Issuer's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's or the L/C Issuer's capital or on the capital of such Lender's or the L/C Issuer's holding company, if any, as a consequence of this Agreement, the Revolving Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by the L/C Issuer, to a level below that which such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the L/C Issuer's policies and the policies of such Lender's or the L/C Issuer's holding company with respect to capital adequacy), then from time to time Holdings will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or the L/C Issuer delivered pursuant to Section 4.06 setting forth the amount or amounts necessary to compensate such Lender or the L/C Issuer or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to Holdings shall be conclusive absent manifest error. Holdings shall pay such Lender or the L/C Issuer, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or the L/C Issuer to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Lender's or the L/C Issuer's right to demand such compensation, provided that Holdings shall not be required to compensate a Lender or the L/C Issuer pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender or the L/C Issuer, as the case may be, notifies Holdings of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the L/C Issuer's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

4.04 Funding Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, Holdings shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any failure by Holdings (for a reason other than the failure of such Lender to make a Loan) to prepay or borrow any Loan on the date or in the amount notified by Holdings; or

(b) any assignment of a Loan based on LIBOR as a result of a request by Holdings pursuant to Section 11.11;

including any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained.

For purposes of calculating amounts payable by Holdings to the Lenders under this Section 4.04, each Lender shall be deemed to have funded each Loan based on LIBOR made by it by a matching deposit or other borrowing in the London interbank market for a comparable amount and for a comparable period, whether or not such Loan was in fact so funded.

4.05 Inability to Determine Rates. If the Administrative Agent or the Majority Lenders determine that for any reason adequate and reasonable means do not exist for determining LIBOR with respect to a proposed Borrowing of Loans or of Loans outstanding, the Base Rate shall be determined without reference to any element incorporating LIBOR.

4.06 Certificates of Lenders. Any Lender claiming reimbursement or compensation under this Article IV shall deliver to Holdings (with a copy to the Administrative Agent) a certificate setting forth in reasonable detail the amount payable to such Lender hereunder, and the basis for calculation of such amount, and such certificate shall be conclusive and binding on Holdings in the absence of manifest error.

4.07 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 4.03, or Holdings is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 4.01, or if any Lender gives a notice pursuant to Section 4.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 4.01 or 4.03, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 4.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. Holdings hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 4.03, or if Holdings is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 4.01, Holdings may replace such Lender in accordance with Section 11.11.

4.08 Survival. The agreements and obligations of Holdings in this Article IV shall survive the termination of the Revolving Commitments, the termination or expiration of all Letters of Credit and the payment of all other Obligations.

ARTICLE V.

CONDITIONS PRECEDENT

5.01 **Conditions to Effective Date.** The obligations of each Lender and the L/C Issuer to make its initial Credit Extension hereunder shall be subject to the condition that the Administrative Agent shall have received on or before the Effective Date all of the following, in form and substance reasonably satisfactory to the Administrative Agent:

(a) **Credit Agreement.** This Agreement executed by (i) Holdings, the Company and each direct or indirect U.S. Wholly-Owned Subsidiary of Holdings; (ii) each Lender and the L/C Issuer; and (iii) the Administrative Agent.

(b) **Resolutions; Incumbency.**

(i) Copies of the resolutions of the board of directors of each Loan Party (or other similar enabling action of each Loan Party that is not a corporation) authorizing the transactions contemplated hereby, certified as of the Effective Date by the Secretary or an Assistant Secretary of such Person; and

(ii) a certificate of the Secretary or Assistant Secretary of each Loan Party, dated as of the Effective Date, certifying the names, titles and true signatures of the officers of such Person authorized to execute, deliver and perform, as applicable, this Agreement and all other Loan Documents to be delivered by it hereunder.

(c) **Financial Statements.**

(i) the unaudited consolidated balance sheet of Holdings and its Subsidiaries as at April 30, 2009, and the related consolidated statements of income or operations and cash flows for the fiscal month then ended, certified by a Responsible Officer of Holdings; and

(ii) such other financial information as the Administrative Agent may reasonably request.

(d) **Organization Documents; Good Standing.** Each of the following documents:

(i) the Organization Documents of each Loan Party as in effect on the Effective Date, certified by the Secretary or Assistant Secretary of such Person as of the Effective Date; and

(ii) a good standing certificate, as of a recent date, for each Loan Party from the Secretary of State (or similar, applicable Governmental Authority) of its state of incorporation or formation and each state where (A) its ownership, lease or operation of property or (B) the conduct of its business requires such Loan Party be qualified or otherwise licensed to do business, except to the extent that, in the case of the preceding clause (B), the

failure to be so qualified in any such foreign jurisdiction could not reasonably be expected to cause a Material Adverse Effect.

(e) Legal Opinion. An opinion of Gibson, Dunn & Crutcher LLP, counsel to the Loan Parties and addressed to the Administrative Agent and the Lenders, dated the Effective Date, substantially in the form of Exhibit C.

(f) Payment of Fees. Evidence of payment by Holdings of all accrued and unpaid fees, costs and expenses related to the transactions contemplated hereby to the extent then due and payable on the Effective Date, together with reasonable Attorney Costs and financial advisor fees and expenses of Wells Fargo and the Lenders to the extent invoiced prior to or on the Effective Date, plus such additional amounts of reasonable Attorney Costs and financial advisor fees and expenses as shall constitute Wells Fargo's and the applicable Lenders' reasonable estimate of Attorney Costs and financial advisor fees and expenses incurred or to be incurred by it through the date of entry of the Interim Financing Order (provided that such estimate shall not thereafter preclude final settling of accounts between Holdings and Wells Fargo); including any such costs, fees and expenses arising under or referenced in Section 2.09 (including the Agency Fee and the Closing Fee) and Section 11.04.

(g) Officer's Certificate. A certificate signed by a Responsible Officer of each of Holdings and the Company, dated as of the Effective Date, stating that:

(i) the representations and warranties contained in Article VI are true and correct on and as of such date, as though made on and as of such date; and

(ii) no Default exists or would result from the initial Credit Extension.

(h) Collateral Documents. The Collateral Documents, executed by each Loan Party, in appropriate form for recording, where necessary, together with:

(i) copies of all UCC-1 financing statements to be filed to perfect the security interests of the Administrative Agent for the benefit of the Lenders; and

(ii) receipt by the Administrative Agent of all certificates and instruments representing the Pledged Collateral, together with stock transfer powers executed in blank with signatures guaranteed, as the Administrative Agent may specify.

(i) Insurance Policies. Evidence that the Administrative Agent has been named as loss payee under all policies of casualty insurance under a Form 438BFU or other standard lender's loss payable endorsement and as additional insured under all policies of liability insurance required in accordance with Section 7.06 and the Collateral Documents, together with a certificate of insurance as to all insurance coverage on the properties of Holdings and its Subsidiaries.

(j) Control Agreements. Any control agreements for the perfection of the Administrative Agent's Lien on the deposit accounts of Holdings and the Guarantors party hereto which have been requested by the Administrative Agent prior to the Effective Date shall

have been executed by Holdings or such Guarantor, as applicable, and any applicable financial institutions.

(k) Assignments of Trademarks. Such actions shall have been taken as the Administrative Agent deems necessary to ensure the Administrative Agent's and the Lenders' rights as secured party with respect to any trademarks of Holdings or any Guarantor party hereto.

(l) Notes. Notes executed by Holdings for the Lenders requesting Notes.

(m) Other Documents. Such other approvals, documents or materials as the Administrative Agent may reasonably request.

(n) Commencement of Bankruptcy Cases; First Day Orders. The commencement of the Bankruptcy Cases and the Borrowings and other transactions contemplated hereunder and by the other Loan Documents shall have been duly authorized by Holdings and each applicable Guarantor and the Bankruptcy Cases shall have been commenced by Holdings and the Guarantors and the same shall each be a debtor and a debtor-in-possession therein. All of the First Day Orders sought to be entered at the time of the commencement of the Bankruptcy Cases shall be in form and substance satisfactory to the Administrative Agent and the Majority Lenders.

(o) Cash Management Order and Interim Financing Order. The Bankruptcy Court shall have entered the Cash Management Order and Interim Financing Order, after notice given and a hearing conducted in accordance with Bankruptcy Rule 4001(c), authorizing and approving the applicable Borrowing and the transactions contemplated by the Loan Documents (including the granting of Liens according to the Requisite Priority and the Superpriority Status of the claims hereunder) and finding that the Lenders are extending credit to Holdings in good faith within the meaning of Bankruptcy Code Section 364(e), which orders shall, among other things, (i) approve the payment by Holdings of all of the fees provided for or referenced herein, (ii) grant Adequate Protection, (iii) otherwise be in form and substance reasonably satisfactory to the Administrative Agent and the Majority Lenders and (iv) be in full force and effect and shall not have been stayed, reversed, vacated, subject to appeal, or otherwise modified in a manner materially adverse to the Lenders (as reasonably determined by the Administrative Agent and the Majority Lenders).

(p) Releases. Holdings and the Guarantors shall have released (for themselves and their respective bankruptcy estates) (i) the Lenders and the Administrative Agent from any and all claims, Liens, priority, actions or inactions arising hereunder or in any other manner, and (ii) the lenders under the Prepetition Credit Agreement and Prepetition Administrative Agent from any and all claims, Liens, priority, actions or inactions arising under the Prepetition Credit Agreement or in any other manner (the releases set forth in this clause (ii) being subject only to the right of any statutory committee appointed in the Bankruptcy Cases or any party in interest to investigate and bring any such claims within 90 days of the filing of the Bankruptcy Cases), with such releases being satisfactory to such Lenders and Prepetition Credit Agreement lenders, as applicable, in their discretion.

(q) DIP Budget. The Administrative Agent shall have received and be satisfied with the DIP Budget.

5.02 Conditions to All Credit Extensions. The obligation of each Lender to make any Credit Extension (including its initial Credit Extension) and the obligation of the L/C Issuer to Issue any Letter of Credit (including the initial Letter of Credit) shall be subject to the satisfaction of the following conditions precedent on the relevant Borrowing Date or Issuance Date:

(a) Notice, Application. The Administrative Agent shall have received a Notice of Revolving Borrowing or in the case of any Issuance of any Letter of Credit, the L/C Issuer and the Administrative Agent shall have received an L/C Application or L/C Amendment Application, as required under Section 3.02.

(b) Continuation of Representations and Warranties. The representations and warranties in Article VI shall be true and correct on and as of such Borrowing Date or Issuance Date with the same effect as if made on and as of such Borrowing Date or Issuance Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and except that for purposes of this Section 5.02(b), the representations and warranties contained in Section 6.11(a) shall be deemed to refer to the most recent statements furnished pursuant to such Section.

(c) No Existing Default. No Default shall exist or shall result from such Borrowing or Issuance.

(d) No Material Adverse Effect. There has occurred since the Petition Date, no event or circumstance that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(e) No Future Advance Notice. Neither the Administrative Agent nor any Lender shall have received from Holdings or any other Person any notice that any Collateral Document will no longer secure on a first priority basis future advances or future Loans to be made or extended under this Agreement.

(f) No L/C Cash Collateral Account or Cash Collateral Account Balances. Unless waived by the Administrative Agent, in the event of a Borrowing the balances in the Cash Collateral Account and L/C Cash Collateral Account shall be zero.

(g) No Prepetition Cash Collateral Remaining. Unless waived by the Administrative Agent, in the event of a Borrowing Holdings shall have exhausted all available prepetition cash collateral (from its operations or otherwise), except to the extent such cash collateral is (i) being held by the Prepetition Administrative Agent pursuant to Sections 2.06(a)(iii) and 2.06(a)(vii) or (ii) otherwise excluded from the Collateral.

Each Notice of Revolving Borrowing and L/C Application or L/C Amendment Application submitted by Holdings hereunder shall constitute a representation and warranty by

Holdings hereunder, as of the date of each such notice and as of each Borrowing Date or Issuance Date, as applicable, that the conditions in this Section 5.02 are satisfied.

ARTICLE VI.

REPRESENTATIONS AND WARRANTIES

Each of Holdings and the Company represents and warrants to the Administrative Agent and each Lender that:

6.01 Corporate Existence and Power. Holdings and each of its Subsidiaries:

(a) is a corporation, limited liability company or partnership duly organized or formed, as the case may be, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation;

(b) subject to the entry of the Financing Orders and the First Day Orders, has the power and authority and all governmental licenses, authorizations, consents and approvals (i) to own its assets and carry on its business and (ii) in the case of any Loan Party, to execute, deliver, and perform its obligations under the Loan Documents;

(c) is duly qualified, licensed and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification, license or good standing; and

(d) subject to the entry of the Financing Orders and the First Day Orders and other than as a result of the Bankruptcy Cases (including the operation of the automatic stay), is in compliance with all Requirements of Law;

except, in each case referred to in clauses (b)(i), (c) or (d) of this Section 6.01, to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect.

6.02 Corporate Authorization; No Contravention. Subject, in each case, to the entry of the Financing Orders and the filing of the Bankruptcy Cases, the execution, delivery and performance by each Loan Party of this Agreement and each other Loan Document to which such Loan Party is party, have been duly authorized by all necessary corporate, limited liability company or other applicable organizational action, and do not and will not:

(a) contravene the terms of any of that Person's Organization Documents;

(b) other than the Prepetition Credit Agreement, and except for such conflicts, breaches or defaults resulting from the filing of the Bankruptcy Cases, conflict with or result in any breach or contravention of, or the creation of any Lien under, any document evidencing any Indebtedness or any material Contractual Obligation to which such Person is a party or any order, injunction, writ or decree of any Governmental Authority to which such Person or its property is subject; or

(c) subject to the entry of the applicable Financing Orders and the First Day Orders, violate any Requirement of Law that could reasonably be expected to result in a Material Adverse Effect.

6.03 Governmental Authorization. Subject to the entry of the Financing Orders and the First Day Orders, no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority (except for recordings or filings in connection with the Liens granted to the Administrative Agent under the Collateral Documents and any filings that may be required under Securities Laws in connection with the enforcement of such Liens) is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document.

6.04 Binding Effect. Subject to the entry of the Financing Orders, this Agreement and each other Loan Document to which any Loan Party is a party constitute the legal, valid and binding obligations of such Loan Party, enforceable against such Loan Party in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

6.05 Litigation. Other than the Bankruptcy Cases and except as specifically disclosed in Schedule 6.05, there are no actions, suits, proceedings, claims or disputes pending, or to the best knowledge of Holdings and the Company, threatened or contemplated, at law, in equity, in arbitration or before any Governmental Authority, against Holdings or any of its Subsidiaries or any of their respective properties which:

(a) purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby or thereby; or

(b) are reasonably likely to result in an adverse result for Holdings or any of its Subsidiaries, which adverse result would reasonably be expected to have a Material Adverse Effect. No injunction, writ, temporary restraining order or any order of any nature has been issued by any court or other Governmental Authority purporting to enjoin or restrain the execution, delivery or performance of this Agreement or any other Loan Document, or directing that the transactions provided for herein or therein not be consummated as herein or therein provided.

6.06 No Defaults. Neither Holdings nor any Subsidiary is in default under or with respect to any Contractual Obligation that is a Postpetition Liability in any respect which, individually or together with all such defaults, could reasonably be expected to have a Material Adverse Effect, or that would create an Event of Default under Section 9.01(e).

6.07 ERISA Compliance. Except as specifically disclosed in Schedule 6.07:

(a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other federal or state law. Each Plan which is intended to qualify under section 401(a) of the Code has received a favorable determination letter from the IRS and to the best knowledge of Holdings and the Company, nothing has occurred which would cause the loss of such qualification. Holdings, the Company and each ERISA

Affiliate have made all required contributions to any Plan subject to section 412 of the Code, and no application for a funding waiver or an extension of any amortization period pursuant to section 412 of the Code has been made with respect to any Plan.

(b) There are no pending or, to the best knowledge of Company, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan which has resulted or would reasonably be expected to result in a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan which has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as would not reasonably be expected to have a Material Adverse Effect, (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability; (iii) neither Holdings nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under section 4007 of ERISA); (iv) neither Holdings nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under section 4219 of ERISA, would result in such liability) under section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) neither Holdings nor any ERISA Affiliate has engaged in a transaction that could be subject to section 4069 or 4212(c) of ERISA.

6.08 Use of Proceeds; Margin Regulations. The proceeds of the Revolving Loans and the Letters of Credit will be used solely for the purposes set forth in and permitted by Section 7.12 and Section 8.07. No Loan Party is generally engaged in the business of purchasing or selling Margin Stock or extending credit for the purpose of purchasing or carrying Margin Stock.

6.09 Title to Properties; Liens. Other than as a result of the Bankruptcy Cases, Holdings and each Subsidiary have good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of their respective businesses, except for such defects in title as could not, individually or in the aggregate, have a Material Adverse Effect. Subject to the entry of the Financing Orders, the real and personal property of Holdings and its Subsidiaries is subject to no Liens, other than Permitted Liens. Holdings and each Guarantor has complied with all postpetition obligations under all real property leases to which it is a party to the extent non-compliance with which could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect and except as provided in any order of the Bankruptcy Court approving the rejection of one or more leases pursuant to Section 365 of the Bankruptcy Code. Except to the extent the Bankruptcy Court enters an order pursuant to Section 365 approving the rejection of such lease or leases, Holdings and each Subsidiary enjoy peaceful and undisturbed possession under all such material leases.

6.10 Taxes. Holdings and its Subsidiaries have filed all Federal and other material tax returns and reports required to be filed, and have paid all Federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except (i) as prohibited or excused by

the Bankruptcy Code during the pendency of the Bankruptcy Cases or pursuant to an order of the Bankruptcy Court, or (ii) those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with GAAP. There is no proposed tax assessment against Holdings or any Subsidiary arising after the commencement of the Bankruptcy Cases that would, if made, have a Material Adverse Effect.

6.11 Financial Condition. Except as specifically disclosed in Schedule 6.11(a):

(a) The audited consolidated balance sheet of Holdings and its Subsidiaries dated December 31, 2008, the unaudited balance sheet of Holdings and its Subsidiaries for the fiscal quarter ended March 31, 2009 and, in each case, the related consolidated statements of income or operations and cash flows for the fiscal period ended on that date:

(i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, subject to year end audit adjustments and the absence of footnotes in the case of quarterly financial statements;

(ii) are complete and accurate in all material respects and fairly present the financial condition of Holdings and its Subsidiaries as of the date thereof and results of operations and cash flows for the period covered thereby; and

(iii) except as specifically disclosed in Schedule 6.11(a)(iii), show all material Indebtedness and other material liabilities, direct or contingent, of Holdings and its consolidated Subsidiaries as of the date thereof, including liabilities for taxes, material commitments and Contingent Obligations.

(b) Since the Petition Date, there has not been, nor is it reasonably likely that there will be, any Material Adverse Effect.

(c) Any pro forma financial statements of Holdings and its Subsidiaries furnished by Holdings to the Administrative Agent hereunder, and any financial projections furnished to the Administrative Agent hereunder (including the projection set forth in the DIP Budget), were prepared by Holdings based on estimates and assumptions believed to be reasonable and fair in light of current conditions and facts known to Holdings on the date such pro forma financial statements or projections, as the case may be, were furnished to the Administrative Agent, and as of the date so furnished reflect, in the case of pro forma financial statements, Holdings good faith representation of the pro forma financial condition of Holdings and its Subsidiaries as of the date thereof and, in the case of financial projections, Holdings good faith and reasonable estimates of the future financial performance of Holdings and its Subsidiaries for the periods set forth therein.

6.12 Environmental Matters. Holdings conducts in the Ordinary Course of Business a review of the effect of existing Environmental Laws and existing Environmental Claims on its business, operations and properties, and as a result thereof Holdings has reasonably concluded that, except as specifically disclosed in Schedule 6.12, such Environmental Laws and

Environmental Claims could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(a) Except as specifically disclosed in Schedule 6.12, the ongoing operations of Holdings and each of its Subsidiaries comply in all respects with all Environmental Laws, except such non-compliance which would not reasonably be expected to result in a Material Adverse Effect.

(b) Holdings and each of its Subsidiaries have obtained all licenses, permits, authorizations and registrations required under any Environmental Law (“Environmental Permits”) and necessary for their respective ordinary course operations, all such Environmental Permits are in good standing, and Holdings and each of its Subsidiaries are in compliance with all material terms and conditions of such Environmental Permits, except to the extent the failure to obtain any such Environmental Permit or to maintain any such Environmental Permit in good standing or otherwise to be in compliance with the material terms thereof could not reasonably be expected to have a Material Adverse Effect.

(c) Except as specifically disclosed in Schedule 6.12, none of Holdings, any of its Subsidiaries or any of their respective property or operations is subject to any outstanding written order from or agreement with any Governmental Authority, nor subject to any judicial or docketed administrative proceeding, respecting any Environmental Law, Environmental Claim or Hazardous Material that would reasonably be expected to result in a Material Adverse Effect.

(d) Except as specifically disclosed in Schedule 6.12, there are no Hazardous Materials or other conditions or circumstances existing with respect to any property of Holdings or any Subsidiary, or arising from operations prior to the Effective Date of Holdings or any of its Subsidiaries, that would reasonably be expected to give rise to Environmental Claims that could reasonably be expected to result in a Material Adverse Effect. In addition, (i) neither Holdings nor any Subsidiary has any underground storage tanks (A) that are not properly registered or permitted under applicable Environmental Laws, or (B) that are leaking or disposing of Hazardous Materials off-site, in each case, that would reasonably be expected to give rise to a Material Adverse Effect and (ii) Holdings and its Subsidiaries have notified all of their employees of the existence, if any, of any health hazard arising from the conditions of their employment and have met all notification requirements under Title III of CERCLA and all other Environmental Laws.

6.13 Collateral Documents.

(a) Subject to the entry of the Financing Orders, the provisions of each of the Collateral Documents are effective to create in favor of the Administrative Agent for the benefit of the Lenders, a legal, valid and enforceable first priority Lien in all right, title and interest of Holdings, or the applicable Loan Party (as the case may be), in the Collateral described therein to secure the Obligations, subject only to Permitted Liens.

(b) All representations and warranties of Holdings and each of its Subsidiaries party thereto contained in the Collateral Documents are true and correct.

6.14 Regulated Entities. None of Holdings, any Person Controlling Holdings, or any Subsidiary is or is required to be registered as an “investment company” under the Investment Company Act of 1940.

6.15 No Burdensome Restrictions. Neither Holdings nor any Subsidiary is a party to or bound by any Contractual Obligation that is a Postpetition Liability, or subject to any restriction in any Organization Document, or any Requirement of Law, which could reasonably be expected to have a Material Adverse Effect.

6.16 Copyrights, Patents, Trademarks and Licenses, Etc. Holdings or its Subsidiaries own or are licensed or otherwise have the right to use all of the patents, trademarks, service marks, trade names, copyrights, contractual franchises, authorizations and other rights that are reasonably necessary for the operation of their respective businesses, without conflict with the rights of any other Person, except for such conflicts as would not reasonably be expected to have a Material Adverse Effect. To the best knowledge of Holdings and the Company, no slogan or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by Holdings or any Subsidiary infringes upon any rights held by any other Person, except for those infringements that would, individually or in the aggregate, not reasonably be expected to have a Material Adverse Effect. Except as specifically disclosed in Schedule 6.05, no claim or litigation regarding any of the foregoing is pending or, to the best knowledge of Holdings and the Company, threatened, and no patent, invention, device, application, principle or any statute, law, rule, regulation, standard or code is pending or, to the best knowledge of Holdings and the Company, proposed, which, in either case, could reasonably be expected to have a Material Adverse Effect.

6.17 Subsidiaries. As of the Effective Date, Holdings has no Subsidiaries other than those specifically disclosed in part (a) of Schedule 6.17 and has no equity investments in any other Person other than those specifically disclosed in part (b) of Schedule 6.17. All U.S. Subsidiaries of Holdings as of the Effective Date are identified as such on part (a) of Schedule 6.17, as well as a denotation as to whether such Subsidiary is a Wholly-Owned Subsidiary or Non-Wholly-Owned Subsidiary. All of the outstanding equity interests in the Subsidiaries of Holdings which are owned directly or indirectly by Holdings have been validly issued, are fully paid and nonassessable and are owned, as of the Effective Date, in the amounts specified on Part (a) of Schedule 6.17 free and clear of all Liens, other than Liens granted to the Administrative Agent and other than Liens created under the “Loan Documents” under and defined in the Prepetition Credit Agreement.

6.18 Insurance. Except as specifically disclosed in Schedule 6.18, the properties of Holdings and its Subsidiaries are insured with financially sound and reputable insurance companies not Affiliates of Holdings, in such amounts, with such deductibles and covering such risks as are deemed to be appropriate by Holdings in the exercise of its reasonable business judgment.

6.19 Full Disclosure. Except as specifically disclosed in Schedule 6.19, none of the representations or warranties made by any Loan Party in the Loan Documents as of the date such representations and warranties are made or deemed made, and none of the statements

contained in any exhibit, report, statement or certificate furnished by or on behalf of any Loan Party in connection with the Loan Documents (including the offering and disclosure materials delivered by or on behalf of any Loan Party to the Lenders prior to the Effective Date), contains any untrue statement of a material fact (when taken as a whole) or omits any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading as of the time when made or delivered; provided, however, that with respect to information relating to Holdings' industry generally and not to Holdings or its Subsidiaries specifically, the Loan Parties' represent and warrant only that such information was derived from sources the Loan Parties believe to be reliable and the Loan Parties have no reason to believe at the time such information was furnished or provided to the Administrative Agent or any Lender that such information was misleading; and provided further that to the extent any such information, report, financial statement, exhibit or schedule was based upon or constitutes a forecast or projection, such Loan Party represents only that it acted in good faith and utilized reasonable assumptions and due care in the preparation of such information, report, financial statement, exhibit or schedule (it being understood that forecasts and projections by their nature involve approximations and uncertainties).

6.20 Real Property. Schedule 6.20 contains a complete listing of all real property owned in fee simple by Holdings and each other Loan Party as of the Effective Date.

6.21 Eligible Accounts. As to each Account that is identified by Holdings as an Eligible Account in a Borrowing Base Certificate submitted to the Administrative Agent, such Account is (a) a bona fide existing payment obligation of the applicable Account Debtor created by the sale and delivery of Inventory or the rendition of services to such Account Debtor in the Ordinary Course of Business of Holdings or any Guarantor, (b) owed to Holdings or a Guarantor, and (c) not excluded as ineligible by virtue of one or more of the excluding criteria set forth in the definition of Eligible Accounts.

6.22 Eligible Fixed Assets. As to each item of fixed assets that is identified by Holdings as Eligible Fixed Assets in a Borrowing Base Certificate submitted to Administrative Agent, such fixed assets are (a) of good and saleable quality, and (b) not excluded as ineligible by virtue of one or more of the excluding criteria set forth in the definition of Eligible Fixed Assets.

6.23 Eligible Inventory. As to each item of Inventory that is identified by Holdings as Eligible Inventory or Eligible Truss and Millwork Inventory in a Borrowing Base Certificate submitted to Administrative Agent, such Inventory is (a) of good and merchantable quality, free from known defects, and (b) not excluded as ineligible by virtue of one or more of the excluding criteria set forth in the definition of Eligible Inventory.

6.24 Senior Secured, Super-Priority Obligations.

(a) On and after the Effective Date, the provisions of the Loan Documents and the Financing Orders are effective to create in favor of the Administrative Agent, for the benefit of the Lenders, legal, valid and perfected Liens on and security interests (having the priority provided for herein and in the Financing Orders) in all right, title and interest in the Collateral, enforceable against each Loan Party that owns an interest in such Collateral.

(b) Pursuant to the Financing Orders, all Obligations are secured by valid and perfected Liens and security interests having the Requisite Priority.

(c) Pursuant to the Financing Orders, all Obligations shall have a superpriority administrative expense status pursuant to Section 364(c)(1) of the Bankruptcy Code, with priority over all other costs and expenses of the kinds specified in, or ordered pursuant to, Sections 105, 326, 328, 330, 331, 363, 364, 503(b), 506(c), 507(a), 507(b), 546, 726, 1113 and 1114 of the Bankruptcy Code, subject and subordinate only to the Carve-Out (the “Superpriority Status”).

(d) The Financing Orders and the transactions contemplated hereby and thereby, are in full force and effect and have not been vacated, reversed, modified, amended or stayed without the prior written consent of the Administrative Agent and, to the extent required in the Financing Orders, the Majority Lenders.

ARTICLE VII.

AFFIRMATIVE COVENANTS

So long as any Lender shall have any Revolving Commitment hereunder, or any Loan or other Obligation shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding, unless the Majority Lenders waive compliance in writing:

7.01 Financial Statements. Holdings shall deliver to the Administrative Agent (which will promptly deliver to each Lender):

(a) as soon as available, but not later than forty-five (45) days after the end of each fiscal quarter of each fiscal year, a copy of the unaudited consolidated balance sheet of Holdings and its Subsidiaries as of the end of such quarter and the related consolidated statements of income, shareholders’ equity and cash flows for the period commencing on the first day and ending on the last day of such quarter, and certified by a Responsible Officer of Holdings as being complete and accurate in all material respects and fairly presenting, in accordance with GAAP (subject to year-end audit adjustments and the absence of footnotes), the financial position and the results of operations and cash flows of Holdings and the Subsidiaries;

(b) as soon as available, but not later than thirty (30) days after the end of each fiscal month, (i) a copy of the unaudited consolidated balance sheet of Holdings and its Subsidiaries as of the end of such month and the related consolidated statements of income and cash flows for the period commencing on the first day and ending on the last day of such month, and certified by a Responsible Officer of Holdings as fairly presenting in accordance with GAAP (subject to year-end audit adjustments, quarterly accounting adjustments and the absence of footnotes), the consolidated financial position and the results of operations and cash flows of Holdings and the Subsidiaries, (ii) a management commentary in respect of the financial condition and results of operations of Holdings and its Subsidiaries for such fiscal month for which financial statements have then been delivered in accordance with the preceding clause (i), and (iii) a rolling 13-week consolidated operating budget (the “DIP Budget”), updated monthly, for Holdings and its Subsidiaries, which budget shall (A) state the assumptions used in the

preparation thereof, (B) be otherwise in form satisfactory to the Administrative Agent, and (C) be accompanied by a certificate of a Responsible Officer of Holdings certifying that such cash flow forecast represents Holdings' reasonable good faith estimates and assumptions as to future performance, which Holdings believes to be fair and reasonable as of the time made in light of then current and reasonably foreseeable business conditions (it being understood that forecasts and projections by their nature involve approximations and uncertainties);

(c) as reasonably requested by Administrative Agent from time to time, an updated consolidated financial forecast for Holdings and its Subsidiaries for the then current fiscal month and each fiscal month thereafter through the Revolving Loan Maturity Date, including forecasted consolidated balance sheets and consolidated statements of income and cash flows of Holdings and its Subsidiaries, which forecast shall (A) state the assumptions used in the preparation thereof, (B) compare Holdings actual financial results versus the consolidated financial forecast delivered by Holdings to the Administrative Agent and the Lenders on or about the Effective Date, (C) be otherwise in form satisfactory to the Administrative Agent, and (D) be accompanied by a certificate of a Responsible Officer of Holdings certifying that such financial projections represent Holdings' reasonable good faith estimates and assumptions as to future performance, which Holdings believes to be fair and reasonable as of the time made in light of then current and reasonably foreseeable business conditions (it being understood that forecasts and projections by their nature involve approximations and uncertainties);

(d) promptly, such other financial statements and information (including financial information regarding Minority Investments) as the Administrative Agent, at the request of any Lender, may from time to time request;

(e) promptly, any financial information and pleadings filed with the Bankruptcy Court; and

(f) promptly, any financial information and reports prepared by Holdings, as required by the Bankruptcy Court or by the Operating Guidelines and Reporting Requirements of the U.S. Trustee's Office, but only to the extent filed with the Bankruptcy Court or U.S. Trustee.

As to any information contained in materials furnished pursuant to Section 7.02(b), Holdings shall not be separately required to furnish such information under Section 7.01(a) above, but the foregoing shall not be in derogation of the obligation of Holdings to furnish the information and materials described in Section 7.01(a) above at the times specified therein.

7.02 Certificates; Other Information. Holdings shall furnish to the Administrative Agent (which shall promptly furnish to each Lender), in form and detail satisfactory to the Administrative Agent and the Majority Lenders:

(a) concurrently with the delivery of the financial statements referred to in Section 7.01(a), and Section 7.01(b), a completed Compliance Certificate certified by a Responsible Officer of Holdings;

(b) promptly, copies of all financial statements and reports that Holdings sends to its shareholders, and copies of all financial statements and regular, periodical

or special reports (including Forms 10K, 10Q and 8K) that Holdings or any Subsidiary may make to, or file with, the SEC;

(c) promptly upon sending or receipt, copies of any and all management letters and correspondence relating to management letters, sent or received by Holdings or any of its Subsidiaries to or from the Independent Auditor;

(d) within twenty (20) days of the Administrative Agent's or any Lender's request therefor, (i) a current list of the names, addresses and outstanding debts of all account debtors, and (ii) a current list of the names, addresses and outstanding amounts due all creditors of Holdings or any Subsidiary;

(e) concurrently with the delivery of the financial statements referred to in Section 7.01(a), a completed Update Certificate, certified by a Responsible Officer of Holdings;

(f) promptly, and in any event within ten Business Days after receipt thereof by Holdings or any Subsidiary, copies of each notice or other correspondence received from the SEC concerning any investigation or possible investigation or other inquiry by such agency regarding financial or other operational results of Holdings or any Subsidiary thereof;

(g) (i) not later than 30 days after the end of each fiscal month, a completed Borrowing Base Certificate setting forth the calculation of the Borrowing Base as of the close of business on the last day of such month then most recently ended, certified by a Responsible Officer of Holdings, and (ii) promptly upon the request from time to time of the Administrative Agent, reports detailing to the best knowledge of a Responsible Officer of Holdings, daily sales, gross accounts receivable and other items included in or related to the calculation of the Borrowing Base;

(h) as soon as available, but not later than 7 days after the end of each week, a weekly DIP Budget variance report, which report shall (i) compare Holdings' actual consolidated cash flows for the week then ended versus the forecasted cash flows for such week set forth in the DIP Budget then most recently delivered by Holdings to the Administrative Agent under Section 7.01(b) and (ii) be in a form satisfactory to the Administrative Agent;

(i) as soon as available, but not later than 30 days after the end of each fiscal month, a monthly status report on the Wind-Down of Non-Core Operations, which report shall address such matters as may be reasonably requested from time to time by the Administrative Agent and shall otherwise be in a form satisfactory to the Administrative Agent;

(j) promptly upon the request from time to time of the Administrative Agent, a status report on (i) any federal or state tax audits of Holdings or any of its Subsidiaries, (ii) the filing of any federal or state tax returns, (iii) any anticipated tax refunds, tax abatements or other credits and (iv) such other tax-related matters as the Administrative Agent may reasonably request;

(k) promptly, upon the reasonable request of the Administrative Agent from time to time, a report of all outstanding Surety Instruments; and

(l) promptly, such additional information regarding the business, financial or corporate affairs of Holdings or any Subsidiary as the Administrative Agent, at the request of any Lender, may from time to time reasonably request.

7.03 Notices. Holdings shall promptly notify the Administrative Agent (which shall promptly notify each Lender):

(a) of the occurrence of any Default, and of the occurrence or existence of any event or circumstance that foreseeably will become a Default;

(b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including (i) any breach or non-performance of, or any default under, any Contractual Obligation of Holdings or any of its Subsidiaries which has resulted or could result in a Material Adverse Effect; and (ii) any dispute, litigation, investigation, proceeding or suspension which may exist at any time between Holdings or any of its Subsidiaries and any Governmental Authority (including under or pursuant to any Environmental Laws) which has resulted or could reasonably be expected to result in a Material Adverse Effect;

(c) of the commencement of, or any material development in, any litigation or proceeding affecting Holdings or any Subsidiary (i) which, if adversely determined, would reasonably be expected to have a Material Adverse Effect, or (ii) in which the relief sought is an injunction or other stay of the performance of this Agreement or any Loan Document;

(d) upon, but in no event later than ten (10) days after, becoming aware of (i) any and all material enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Holdings or any Subsidiary or any of their respective properties pursuant to any applicable Environmental Laws, (ii) all other Environmental Claims, and (iii) any environmental or similar condition on any real property adjoining or in the vicinity of the property of Holdings or any Subsidiary that could reasonably be anticipated to cause such property or any part thereof to be subject to any material restrictions on the ownership, occupancy, transferability or use of such property under any Environmental Laws;

(e) of any other litigation or proceeding affecting Holdings or any of its Subsidiaries which Holdings would be required to report to the SEC pursuant to the Exchange Act, within four (4) days after reporting the same to the SEC;

(f) of the occurrence of any of the following events affecting Holdings or any ERISA Affiliate (but in no event more than ten (10) days after such event), and deliver to the Administrative Agent and each Lender a copy of any notice with respect to such event that is filed with a Governmental Authority and any notice delivered by a Governmental Authority to Holdings or any ERISA Affiliate with respect to such event:

(i) an ERISA Event;

- (ii) a material increase in the Unfunded Pension Liability of any Pension Plan;
- (iii) the adoption of, or the commencement of contributions to, any Plan subject to section 412 of the Code by Holdings or any ERISA Affiliate; or
- (iv) the adoption of any amendment to a Plan subject to section 412 of the Code, if such amendment results, or would reasonably be expected to result, in a material increase in contributions or Unfunded Pension Liability;
- (g) of any material change in accounting policies or financial reporting practices by Holdings or any of its consolidated Subsidiaries; and
- (h) the occurrence of any Event of Loss exceeding \$5,000,000.

Each notice under this Section 7.03 shall be accompanied by a written statement by a Responsible Officer of Holdings setting forth details of the occurrence referred to therein, and stating what action Holdings or any affected Subsidiary proposes to take with respect thereto and at what time. Each notice under Section 7.03(a) shall describe with particularity any and all clauses or provisions of this Agreement or other Loan Document that have been (or foreseeably will be) breached or violated.

7.04 Preservation of Corporate Existence, Etc. Except as otherwise excused by the Bankruptcy Code during the pendency of the Bankruptcy Cases or pursuant to an order of the Bankruptcy Court, Holdings shall, and shall cause each Subsidiary to, except in connection with transactions permitted by Section 8.03 and sales of assets permitted by Section 8.02:

- (a) preserve and maintain in full force and effect its (i) legal existence and (ii) good standing under the laws of its state or jurisdiction of incorporation or formation;
- (b) preserve and maintain in full force and effect all governmental rights, privileges, qualifications, permits, licenses and franchises necessary or desirable in the normal conduct of its business;
- (c) use reasonable efforts, in the Ordinary Course of Business, to preserve its business organization and goodwill; and
- (d) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non preservation of which could reasonably be expected to have a Material Adverse Effect.

7.05 Maintenance of Property. Except as otherwise excused by the Bankruptcy Code during the pendency of the Bankruptcy Cases or pursuant to an order of the Bankruptcy Court, Holdings shall, and shall cause each Subsidiary to, maintain, and preserve all its property which is used or useful in its business in good repair and condition (ordinary wear and tear excepted), and from time to time make necessary repairs, renewals and replacements thereto so that its property shall be preserved and maintained consistent with Holdings' or such Subsidiary's past practice.

7.06 Insurance. In addition to insurance requirements set forth in the Collateral Documents, Holdings shall maintain, and shall cause each Subsidiary to maintain, with financially sound and reputable independent insurers, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons, including workers' compensation insurance, public liability and property and casualty insurance. All such insurance shall name the Administrative Agent as loss payee and as additional insured, for the benefit of the Lenders, as their interests may appear. All casualty and key man insurance maintained by Holdings shall name the Administrative Agent as loss payee and all liability insurance shall name the Administrative Agent as additional insured for the benefit of the Lenders, as their interests may appear. Upon the request of the Administrative Agent or any Lender, Holdings shall furnish the Administrative Agent, with sufficient copies for each Lender, at reasonable intervals (but not more than once per calendar year) a certificate of a Responsible Officer of Holdings (and, if requested by the Administrative Agent, any insurance broker of Holdings) setting forth the nature and extent of all insurance maintained by Holdings and its Subsidiaries in accordance with this Section 7.06 or any Collateral Documents (and which, in the case of a certificate of a broker, were placed through such broker).

7.07 Payment of Obligations. Except (i) as otherwise excused by the Bankruptcy Code during the pendency of the Bankruptcy Cases or pursuant to an order of the Bankruptcy Court, or (ii) where the failure to satisfy any of the following as they become due and payable could not reasonably be expected to result in a Material Adverse Effect, Holdings shall, and shall cause each of its Subsidiaries to, pay and discharge as the same shall become due and payable, all their respective obligations and liabilities, including:

(a) all material tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings and adequate reserves in accordance with GAAP are being maintained by Holdings or such Subsidiary;

(b) all lawful claims which, if unpaid, would by law become a Lien upon its property not constituting a Permitted Lien; and

(c) all Indebtedness, as and when due and payable, but subject to any subordination provisions contained in any instrument or agreement evidencing such Indebtedness (except where failure to do so would not otherwise constitute a Default hereunder).

7.08 Compliance with Laws. Holdings shall comply, and shall cause each Subsidiary to comply, with all Requirements of Law of any Governmental Authority having jurisdiction over it or its business (including the Federal Fair Labor Standards Act), except as otherwise excused by the Bankruptcy Code during the pendency of the Bankruptcy Cases or pursuant to an order of the Bankruptcy Court, or such as may be contested in good faith or as to which a bona fide dispute may exist or where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

7.09 Compliance with ERISA. Holdings shall, and shall cause each of its ERISA Affiliates to: (a) maintain each Plan in compliance with the applicable provisions of ERISA, the Code and other federal or state law except for any noncompliance that would not reasonably be expected to have a Material Adverse Effect; (b) cause each Plan which is qualified under section 401(a) of the Code to maintain such qualification; and (c) make all required contributions to any Plan subject to section 412 of the Code.

7.10 Inspection of Property and Books and Records.

(a) Holdings shall, and shall cause each Subsidiary to, maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of Holdings and such Subsidiary. Holdings shall permit, and shall cause each Subsidiary to permit, representatives and independent contractors of the Administrative Agent or any Lender to visit and inspect any of their respective properties, to examine their respective corporate, financial, operating and other records, and make copies thereof or abstracts therefrom, and to discuss their respective affairs, finances and accounts with their respective directors, officers, and independent public accountants, all at the expense of Holdings and the Company and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to Holdings; provided, however, when an Event of Default exists the Administrative Agent or any Lender may do any of the foregoing at any time during normal business hours and without advance notice.

(b) Without limiting the generality of Section 7.10(a), as frequently as the Administrative Agent or the Majority Lenders may deem appropriate, each of Holdings and the Company will provide Administrative Agent or its designees access to Holdings', the Company's and the Subsidiaries' records and premises and allow auditors or appraisers to conduct audits and appraisals of Holdings' and its Subsidiaries' property, plant, equipment, inventory and accounts. Holdings shall pay all reasonable fees and expenses of each such audit and appraisal.

7.11 Environmental Laws.

(a) Holdings shall, and shall cause each Subsidiary to, conduct its operations and keep and maintain its property in compliance with all Environmental Laws, except to the extent the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect or is otherwise excused by the Bankruptcy Code during the pendency of the Bankruptcy Cases or pursuant to an order of the Bankruptcy Court.

(b) Upon the written request of the Administrative Agent or any Lender, Holdings shall submit and cause each of its Subsidiaries to submit, to the Administrative Agent, at Holdings' sole cost and expense, at reasonable intervals, a report providing an update of the status of any environmental, health or safety compliance, hazard or liability issue identified in any notice or report required pursuant to Section 7.03(d), that could, individually or in the aggregate, result in liability in excess of \$1,000,000.

7.12 Use of Proceeds. Holdings will use the proceeds of the Revolving Loans and the Letters of Credit solely (i) to pay fees, interest and expenses associated with this Agreement, (ii) to provide ongoing working capital and to satisfy capital expenditure needs of Holdings and its Subsidiaries during the pendency of the Bankruptcy Cases and for the purposes set forth in the DIP Budget, including the payment of fees and expenses of Professional Persons approved by the Bankruptcy Court during the pendency of the Bankruptcy Cases, (iii) to provide for other general corporate purposes of Holdings and its Subsidiaries during the pendency of the Bankruptcy Cases and for the purposes set forth in the DIP Budget, (iv) to fund the Carve-Out, and (v) to repay amounts, not to exceed \$4,000,000, owing under the Prepetition Credit Agreement's revolving credit facility. Nothing herein shall in any way prejudice or prevent the Administrative Agent or the Lenders from objecting, for any reason, to any requests, motions or applications made in the Bankruptcy Court, including any applications for interim or final allowances of compensation for services rendered or reimbursement of expenses incurred under clause (a) of Section 105, or Section 330 or 331 of the Bankruptcy Code, by any party in interest. For avoidance of doubt, no proceeds of any Revolving Loans or any cash collateral shall be available for any fees or expenses incurred in connection with the initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against (i) the Administrative Agent or the Lenders or (ii) in connection with challenging, invalidating, disallowing, recharacterizing, setting aside, avoiding, subordinating, in whole or in part, or taking or attempting to take any other action to render unenforceable, the Liens, claims, interests and Adequate Protection of the Administrative Agent and the Lenders or the administrative agent and lenders under the Prepetition Credit Agreement as of the Petition Date; provided up to \$50,000 in the aggregate may be used by any statutory committee appointed in the Bankruptcy Cases for purposes of investigating the Liens, claims and interests under the Prepetition Credit Agreement.

7.13 Additional Guarantors.

(a) If a Minority Investment or Subsidiary shall at any time after the Effective Date become a U.S. Wholly-Owned Subsidiary, or if Holdings, or any U.S. Wholly-Owned Subsidiary of Holdings, otherwise shall incorporate, create or acquire any U.S. Wholly-Owned Subsidiary, Holdings shall cause such U.S. Wholly-Owned Subsidiary to furnish promptly, but in no event more than thirty (30) days thereafter, each of the following to the Administrative Agent:

(i) a duly executed notice and agreement in substantially the form of Exhibit F (an "Additional Guarantor Assumption Agreement");

(ii) (A) copies of the resolutions of the board of directors (or equivalent governing body) of such Subsidiary approving and authorizing the execution, delivery and performance by such Subsidiary of its Additional Guarantor Assumption Agreement and this Agreement, certified as of the date of such Additional Guarantor Assumption Agreement (the "Additional Guarantor Accession Date") by the Secretary or an Assistant Secretary (or other appropriate officer) of such Subsidiary; (B) a certificate of the Secretary or Assistant Secretary (or other appropriate officer) of such Subsidiary certifying the names and true signatures of the officers of such Subsidiary authorized to execute and deliver and perform, as applicable, its Additional Guarantor Assumption Agreement, this Agreement and all other Loan Documents to be delivered hereunder; (C) copies of the articles or certificate of incorporation and bylaws (or

other applicable Organization Documents) of such Subsidiary as in effect on the Additional Guarantor Accession Date, certified by the Secretary or Assistant Secretary (or other appropriate officer) of such Subsidiary as of the Additional Guarantor Accession Date; and

(iii) (A) such amendments to the schedules to the Security Agreement as shall be required in connection with the accession of such Subsidiary thereto; (B) UCC-1 financing statements for each jurisdiction in which such filing is necessary to perfect the security interest of the Administrative Agent on behalf of the Lenders in the Collateral of such Subsidiary and in which the Administrative Agent requests that such filing be made; and (C) if requested by the Administrative Agent, within ninety (90) days of such request (or such later date as the Administrative Agent may approve in its discretion), such Mortgages and other documents as may be required to create and perfect a Lien in the interests of such Subsidiary in any real property owned in fee simple by such Subsidiary having a fair market value or book value at the time of the incorporation, creation or acquisition of such Subsidiary of greater than \$1,000,000, and such title insurance policies and other documents as the Administrative Agent or the Majority Lenders may reasonably request in connection therewith.

(b) Additionally, Holdings and such Subsidiary shall have executed and delivered to the Administrative Agent such other items as reasonably requested by the Administrative Agent in connection with the foregoing, including officers' certificates, search reports, control agreements and other certificates and documents.

7.14 Additional Stock Pledges. If Holdings, directly or indirectly, incorporates, creates or acquires any additional Subsidiary, or if any Person in which Holdings, directly or indirectly, has a Minority Investment shall become a Subsidiary, then within ten (10) days thereafter, Holdings shall (i) (A) pledge the capital stock, membership interests or other equity interests of such additional Subsidiary to the Administrative Agent pursuant to the Security Agreement, if such stock, membership interest or other interest is directly owned by Holdings, or (B) if such stock, membership interest or other interest is owned by a Subsidiary, cause such Subsidiary to pledge the capital stock, membership interest or other equity interest of such additional Subsidiary to the Administrative Agent pursuant to the Security Agreement, and (ii) execute and deliver, or cause such Subsidiary to have executed and delivered, to the Administrative Agent stock transfer powers executed in blank with signatures guaranteed as the Administrative Agent shall request, such UCC-1 financing statements (as furnished by the Administrative Agent) in each jurisdiction in which such filing is necessary to perfect the security interest of the Administrative Agent in the Collateral with respect to Holdings or such Subsidiary, and (iii) deliver such other items as reasonably requested by the Administrative Agent in connection with the foregoing, including resolutions, incumbency and officers' certificates, search reports, control agreements and other certificates and documents; provided, however, that if any such additional Subsidiary is not a U.S. Subsidiary, in no event shall more than 65% of the voting capital stock (and 100% of the non-voting stock) of any such Subsidiary be required to be so pledged.

7.15 Further Assurances.

(a) Holdings shall ensure that all written information, exhibits and reports furnished to the Administrative Agent or the Lenders do not and will not contain, when

considered with all other information so furnished, any untrue statement of a material fact and do not and will not omit to state any material fact or any fact necessary to make the statements contained therein not misleading in light of the circumstances in which made, and will promptly disclose to the Administrative Agent and the Lenders and correct any material defect or error that may be discovered therein or in any Loan Document or in the execution, acknowledgement or recordation thereof, provided that to the extent any such written information, exhibit or report was based upon or constitutes a forecast or projection, Holdings shall ensure only that it acted in good faith and utilized reasonable assumptions and due care in the preparation of such information, exhibit or report (it being understood that forecasts and projections by their nature involve approximations and uncertainties).

(b) If at any time after the Effective Date, Holdings or any other Loan Party shall become the owner in fee simple of any real property having a fair market value or book value in excess of \$250,000, then Holdings shall promptly, and in any event within thirty (30) days following the acquisition of such real property (or such later date as the Administrative Agent may approve in its discretion), deliver to the Administrative Agent a Mortgage, in form and substance satisfactory to the Administrative Agent, in respect of such real property, duly executed by the Administrative Agent and the record owner of the real property encumbered thereby (such execution to be duly acknowledged by a notary public) and in proper form for recording in the real estate records of the county in which such real property is located. Schedule 6.20 shall be deemed amended to include as Mortgaged Property all real property as to which a Mortgage is delivered to the Administrative Agent as provided in this Section 7.15(b).

(c) Promptly upon request by the Administrative Agent or the Majority Lenders, Holdings shall (and shall cause any Guarantor to) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register, any and all such further acts, deeds, conveyances, security agreements, assignments, estoppel certificates, financing statements and continuations thereof, termination statements, notices of assignment, transfers, certificates, assurances and other instruments the Administrative Agent or such Lenders, as the case may be, may reasonably require from time to time in order (i) to carry out more effectively the purposes of this Agreement or any other Loan Document, (ii) to subject to the Liens created by any of the Collateral Documents any of the properties, rights or interests covered by any of the Collateral Documents, (iii) to perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and the Liens intended to be created thereby, and (iv) to better assure, convey, grant, assign, transfer, preserve, protect and confirm to the Administrative Agent and Lenders the rights granted or now or hereafter intended to be granted to the Lenders under any Loan Document or under any other document executed in connection therewith.

7.16 Financial Advisor. Holdings shall use its commercially reasonable efforts to retain Alvarez & Marsal, or another firm acceptable to the Administrative Agent, to provide financial advisory services to Holdings and to ensure the continued involvement of Steven Varner (or other Professional Person reasonably acceptable to the Administrative Agent) on behalf of Alvarez & Marsal. Such financial advisor will, among other things, coordinate and consult with management of Holdings in the preparation of the DIP Budget. Holdings may terminate the engagement of such financial advisor after obtaining the consent of the Administrative Agent.

7.17 Cash Balance; Cash Sweep. Holdings shall, and shall cause its Subsidiaries to, take all steps necessary to ensure that the Cash Balance is at all times subject to a first priority Lien in favor of the Administrative Agent for the ratable benefit of the Lenders to secure the Obligations and that the Cash Balance is held in deposit accounts or securities accounts, or any combination thereof, that are maintained by a branch office of a bank or securities intermediary located within the United States and that are subject to the control of the Administrative Agent within the meaning of Section 9-314 of the UCC. Holdings shall, and shall cause its Subsidiaries to, take all steps necessary to ensure that the Collected and Available Cash in excess of \$1,000,000 is swept to the Cash Collateral Account on a daily basis.

7.18 Bankruptcy Cases. Holdings shall use its commercially reasonable efforts to obtain an order of the Bankruptcy Court authorizing Holdings to enter into this Agreement and the other Loan Documents and deliver or cause to be delivered to the Administrative Agent and its counsel all material pleadings, motions and other documents filed on behalf of all of the Loan Parties with the Bankruptcy Court.

ARTICLE VIII.

NEGATIVE COVENANTS

So long as any Lender shall have any Revolving Commitment hereunder, or any Loan or other Obligation shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding, unless the Majority Lenders waive compliance in writing:

8.01 Limitation on Liens.

(a) Holdings shall not, and shall not suffer or permit any Subsidiary to, directly or indirectly, make, create, incur, assume or suffer to exist any Lien upon or with respect to any part of its property, whether now owned or hereafter acquired, other than the following (“Permitted Liens”):

(i) any Lien existing on the Effective Date set forth in Schedule 8.01, provided that (a) such Lien shall not attach to any property or asset of Holdings or any Subsidiary other than the property or asset originally so encumbered on the Effective Date and (b) such Lien shall secure only those obligations that it secures on the Effective Date;

(ii) any Lien created under any Loan Document;

(iii) Liens for taxes, fees, assessments or other governmental charges which are not delinquent or remain payable without penalty, or which are being contested in good faith and by appropriate proceedings, if adequate reserves in accordance with GAAP are maintained by Holdings or such Subsidiary, which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto;

(iv) carriers’, warehousemen’s, mechanics’, landlords’, materialmen’s, repairmen’s or other similar Liens arising in the Ordinary Course of Business which are not delinquent or which are being contested in good faith and by appropriate proceedings, if adequate reserves in accordance with GAAP are maintained by Holdings or such

Subsidiary, which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto;

(v) Liens (other than any Lien imposed by ERISA and other than on the Collateral) consisting of pledges or deposits required in the Ordinary Course of Business in connection with workers' compensation, unemployment insurance and other social security legislation;

(vi) Liens securing (A) the non-delinquent performance of bids, trade contracts (other than for borrowed money), leases (other than Capital Leases), statutory obligations, (B) contingent obligations on surety and appeal bonds, and (C) other non-delinquent obligations of a like nature; in each case, incurred in the Ordinary Course of Business, provided all such Liens in the aggregate would not (even if enforced) cause a Material Adverse Effect;

(vii) Liens consisting of judgment or judicial attachment liens with respect to any judgment that does not constitute an Event of Default under Section 9.01(g);

(viii) easements, rights of way, restrictions and other similar encumbrances incurred in the Ordinary Course of Business which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the businesses of Holdings and its Subsidiaries;

(ix) Liens on specific tangible assets of Persons which become Subsidiaries after the date of this Agreement; provided, however, that (A) such Liens existed at the time the respective Persons became Subsidiaries and were not created in anticipation thereof, (B) any such Lien does not by its terms cover any assets after the time such Person becomes a Subsidiary which were not covered immediately prior thereto, (C) any such Lien does not by its terms secure any Indebtedness other than Indebtedness existing immediately prior to the time such Person becomes a Subsidiary, and (D) such Indebtedness is permitted by Section 8.05(d);

(x) purchase money Liens on any property acquired or held by Holdings or its Subsidiaries in the Ordinary Course of Business, securing Indebtedness incurred or assumed for the purpose of financing all or any part of the cost of acquiring such property; provided that (i) any such Lien attaches to such property concurrently with or within one hundred eighty (180) days after the acquisition thereof, (ii) such Lien attaches solely to the property so acquired in such transaction, (iii) the principal amount of the Indebtedness secured thereby does not exceed 100% of the cost of such property, and (iv) such Indebtedness is permitted under Section 8.05(d);

(xi) Liens securing obligations in respect of Capital Leases on assets subject to such leases, provided that such Capital Leases are otherwise permitted hereunder;

(xii) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution; provided that (A) such deposit account is not a dedicated cash collateral account and is not subject to

restrictions against access by Holdings in excess of those set forth by regulations promulgated by the FRB, and (B) such deposit account is not intended by Holdings or any Subsidiary to provide collateral to the depository institution;

(xiii) Liens on the property of direct and indirect Subsidiaries of Holdings that are not Loan Parties in favor of Holdings created in connection with extensions of credit provided by Holdings to Subsidiaries that are not Loan Parties as permitted pursuant to Section 8.04(d), which Liens have been assigned to the Administrative Agent for the benefit of the Lenders pursuant to Section 8.04(d);

(xiv) precautionary Uniform Commercial Code financing statement filings in respect of Operating Leases entered into by Holdings or any of its Subsidiaries in the Ordinary Course of Business; and

(xv) Liens in respect of the Carve-Out and any Adequate Protection Lien pursuant to the First Day Orders.

(b) Holdings shall not, and shall not permit any of its Subsidiaries to, enter into or suffer to exist any agreement (other than this Agreement and the Prepetition Credit Agreement) prohibiting or conditioning the creation or assumption of any Lien upon any of its properties, revenues or assets, whether now owned or hereafter acquired, except (i) with respect to specific tangible assets subject to a Permitted Lien, (ii) agreements for the sale of a Subsidiary or assets, provided that (A) any such prohibition or condition on the creation or assumption of any Lien applies only to the Subsidiary or assets that are to be sold while such sale is pending and (B) such sale is permitted under Section 8.02, (iii) stockholders agreements, charter or other formation or joint venture documents relating to Non-Wholly-Owned Subsidiaries, and (iv) pursuant to customary anti-assignment or no-subletting clauses in leases, licenses or contracts entered into in the Ordinary Course of Business, which restrict only the assignment of such lease, license or contract, as applicable.

Notwithstanding the foregoing, no Liens may exist at any time on or with respect to the Pledged Collateral, except under this Agreement, the Prepetition Credit Agreement and the Carve-Out.

8.02 Disposition of Assets. Holdings shall not, and shall not suffer or permit any Subsidiary to, directly or indirectly, sell, assign, lease, convey, transfer or otherwise dispose of (whether in one or a series of transactions) any property (including accounts and notes receivable, with or without recourse), except:

(a) dispositions of inventory, all in the Ordinary Course of Business;

(b) the sale of equipment to the extent that such equipment is exchanged for credit against the purchase price of similar replacement equipment, or the proceeds of such sale are reasonably promptly applied to the purchase price of such replacement equipment;

(c) dispositions of inventory and equipment by the Company or any other Loan Party to the Company or any other Loan Party pursuant to reasonable business requirements and in the Ordinary Course of Business;

(d) the lease or sublease of real property by Holdings or any Subsidiary to other Persons in the Ordinary Course of Business;

(e) the sale of cash equivalents and other short term money market investments in the Ordinary Course of Business pursuant to Holdings' usual and customary cash management policies and procedures;

(f) dispositions pursuant to sales and leaseback transactions permitted under Section 8.13; and

(g) dispositions not otherwise permitted hereunder which are made for Fair Market Value (as determined in good faith by Holdings) and are either (i) permitted by the Bankruptcy Code or (ii) consummated pursuant to an order of the Bankruptcy Court; provided that (i) at the time of any disposition, no Event of Default shall exist or shall result from such disposition, (ii) 100% of the aggregate purchase price for such disposition shall be paid in cash or otherwise on terms reasonably acceptable to the Administrative Agent, and (iii) the Net Proceeds of such disposition shall be applied in accordance with Section 2.06(a)(iii) or Section 2.06(a)(vii), as the case may be.

8.03 Consolidations and Mergers. Holdings shall not, and shall not suffer or permit any Subsidiary to, merge, consolidate with or into, or convey, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except:

(a) one or more Subsidiaries may merge with Holdings, provided that Holdings shall be the continuing or surviving Person, or with any one or more Subsidiaries, provided that if any transaction shall be between a Subsidiary and a Wholly-Owned Subsidiary, the Wholly-Owned Subsidiary shall be the continuing or surviving Person, and provided further that if any transaction shall be between a Subsidiary and a Loan Party, the Loan Party shall be the continuing or surviving Person;

(b) as permitted by Section 8.02; and

(c) any Subsidiary may distribute or sell all or substantially all of its assets (upon voluntary liquidation, dissolution or otherwise) to Holdings or to a Wholly-Owned Subsidiary, provided that if the Subsidiary distributing or selling its assets is a Loan Party, then the Person purchasing or otherwise receiving the assets must also be a Loan Party.

8.04 Loans and Investments. Holdings shall not purchase or acquire, or suffer or permit any Subsidiary to purchase or acquire, any capital stock, equity interest, or any obligations or other securities of, or any interest in, any Person, or make any Acquisitions, or make any advance, loan, extension of credit or capital contribution to or any other investment in, any Person including any Affiliate of Holdings (together, "Investments") except for:

(a) Investments held by Holdings or Subsidiary in the form of cash equivalents and short term money market investments in the Ordinary Course of Business pursuant to Holdings' usual and customary cash management policies and procedures;

(b) extensions of credit in the nature of accounts receivable or notes receivable arising from the sale or lease of goods or services in the Ordinary Course of Business, together with investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(c) (i) Investments by Holdings and its Subsidiaries in the equity interests of their respective Subsidiaries outstanding on the Effective Date, (ii) additional Investments by Holdings and its Subsidiaries that are Loan Parties in other Loan Parties (other than Holdings) and (iii) additional Investments by Subsidiaries of Holdings that are not Loan Parties in other Subsidiaries that are not Loan Parties;

(d) Loans, advances and other extensions of credit by Holdings or any Loan Party to any Subsidiary that is not a Loan Party outstanding on the Effective Date and set forth on Schedule 8.04(d);

(e) (i) Investments constituting Minority Investments existing on the Effective Date set forth on Schedule 8.04(e)(i), and (ii) Investments in respect of exercised Put Obligations existing on the Effective Date and set forth on Schedule 8.04(e)(ii);

(f) Payments or advances under Swap Contracts existing on the Effective Date set forth on Schedule 8.04(f);

(g) Officer, shareholder, director and employee loans and guarantees in accordance with applicable law and with Holdings' and its Subsidiaries' usual and customary practices with respect thereto in an aggregate amount not exceeding \$1,000,000 at any time outstanding; and

(h) Investments constituting non-cash consideration received by Holdings or any Subsidiary in respect of any asset dispositions permitted under Section 8.02.

8.05 Limitation on Indebtedness. Holdings shall not, and shall not suffer or permit any Subsidiary to, create, incur, assume, suffer to exist, or otherwise become or remain directly or indirectly liable with respect to, any Indebtedness, except:

(a) Indebtedness incurred pursuant to this Agreement;

(b) Indebtedness consisting of Contingent Obligations permitted pursuant to Section 8.08;

(c) Indebtedness existing or deemed to exist on the Effective Date;

(d) (i) Indebtedness secured by Liens permitted by clauses (ix), (x) and (xi) of Section 8.01(a) outstanding on the Effective Date; and (ii) Indebtedness incurred after the

Effective Date secured by Liens permitted by clauses (x) or (xi) of Section 8.01(a) in an aggregate principal amount not to exceed \$5,000,000 at any time outstanding;

(e) Indebtedness of Holdings or other Loan Parties to Holdings or other Loan Parties;

(f) Indebtedness of Subsidiaries that are not Loan Parties to Holdings or any other Loan Party to the extent permitted pursuant to Section 8.04(d);

(g) Indebtedness incurred pursuant to sales and leaseback transactions permitted under Section 8.14.

Notwithstanding anything to the contrary in this Section 8.05, the Indebtedness of all Subsidiaries that are not Guarantors which is otherwise permitted under this Section 8.05 shall be limited to (i) such Indebtedness outstanding on the Effective Date and set forth on Schedule 8.05 and (ii) any Indebtedness of such Subsidiaries at any time outstanding under Section 8.05(f) or 8.05(d)(ii).

8.06 Transactions with Affiliates. Holdings shall not, and shall not suffer or permit any Subsidiary to, enter into any transaction with any Affiliate of Holdings, except upon fair and reasonable terms no less favorable to Holdings or such Subsidiary than it would obtain in a comparable arm's length transaction with a Person not an Affiliate of Holdings or such Subsidiary.

8.07 Use of Proceeds. Holdings shall not, and shall not suffer or permit any Subsidiary to, use any portion of the Loan proceeds or any Letter of Credit, directly or indirectly, (i) to purchase or carry Margin Stock, (ii) to repay or otherwise refinance indebtedness of Holdings or others incurred to purchase or carry Margin Stock, (iii) to extend credit for the purpose of purchasing or carrying any Margin Stock, except, in each case, for the purchase, redemption or other acquisition of shares of common stock of Holdings permitted under Section 8.11 in a manner that would not result in the contravention of Regulation T, U or X of the FRB, or (iv) for any use not permitted under Section 7.12.

8.08 Contingent Obligations. Holdings shall not, and shall not suffer or permit any Subsidiary to, create, incur, assume or suffer to exist any Contingent Obligations, except:

(a) endorsements for collection or deposit in the Ordinary Course of Business;

(b) Contingent Obligations in respect of Swap Contracts permitted under Section 8.04(f);

(c) Contingent Obligations of Holdings in respect of Indebtedness of any other Loan Party, or Contingent Obligations of any Loan Party in respect of Indebtedness of another Loan Party or of Holdings, in each case to the extent such Indebtedness is permitted hereunder;

(d) Contingent Obligations of any Subsidiary that is not a Loan Party in respect of Indebtedness of any other Subsidiary that is not a Loan Party, to the extent such Indebtedness is permitted hereunder;

(e) Contingent Obligations of Holdings and its Subsidiaries existing or deemed to exist as of the Effective Date;

(f) Contingent Obligations with respect to Surety Instruments incurred in the Ordinary Course of Business and not exceeding at any time \$75,000,000 in aggregate principal amount in respect of Holdings and its Subsidiaries together;

(g) Contingent Obligations of Holdings with respect to Stock Price Guaranties existing on the Effective Date set forth on Schedule 8.08(g);

(h) Contingent Obligations of Holdings and its Subsidiaries in respect of any Put Obligations existing on the Effective Date set forth on Schedule 8.04(e)(ii);

(i) Contingent Obligations consisting of normal and customary indemnities issued in the Ordinary Course of Business (including, without limitation, under professional services agreements, construction and materials supply agreements, intellectual property agreements or employment and consulting agreements) or consisting of normal and customary indemnities pursuant to the issuance and sale of securities;

(j) Contingent Obligations in respect of Operating Leases, to the extent such Operating Leases are permitted to be entered into hereby; and

(k) Contingent Obligations consisting of customary indemnification and purchase price adjustment obligations incurred in connection with asset dispositions permitted under Section 8.02.

8.09 Subsidiaries. Holdings shall not, and shall not suffer or permit any Subsidiary to, incorporate, create or acquire any Subsidiary which is not a U.S. Subsidiary.

8.10 Lease Obligations. Holdings shall not, and shall not suffer or permit any Subsidiary to, create or suffer to exist any obligations for the payment of rent for any property under any Operating Lease which exceed an aggregate amount of \$35,000,000 for all Operating Leases in any fiscal year; except for such payment obligations under any Operating Lease that has been rejected in the Bankruptcy Cases.

8.11 Restricted Payments. Holdings shall not, and shall not suffer or permit any Subsidiary to, declare or make any dividend payment or other distribution of assets, properties, cash, rights, obligations or securities on account of any shares of any class of its capital stock or other equity interests (other than dividends or other distributions by a Subsidiary to Holdings or to a Subsidiary that is a Loan Party), or purchase, redeem or otherwise acquire for value any shares of its capital stock or other equity interests or any warrants, rights or options to acquire such shares or other equity interests, now or hereafter outstanding.

8.12 ERISA. Holdings shall not, and shall not suffer or permit any of its ERISA Affiliates to: (a) engage in a prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan which has resulted or could reasonably be expected to result in liability of Holdings in an aggregate amount in excess of \$5,000,000; or (b) engage in a transaction that could be subject to section 4069 or 4212(c) of ERISA and that would reasonably be expected to have a Material Adverse Effect.

8.13 Sales and Leasebacks. Except on terms reasonably acceptable to the Administrative Agent and the Majority Lenders, Holdings shall not, and shall not permit any of its Subsidiaries to, become liable, directly or indirectly, with respect to any lease, whether an Operating Lease or a Capital Lease, of any property (whether real, personal or mixed), whether now owned or hereafter acquired, (i) which Holdings or such Subsidiary has sold or transferred or is to sell or transfer to any other Person or (ii) which Holdings or such Subsidiary intends to use for substantially the same purposes as any other property which has been or is to be sold or transferred by Holdings or such Subsidiary to any other Person in connection with such lease.

8.14 Change in Business. Holdings shall not, and shall not suffer or permit any Subsidiary to, engage in any material line of business substantially different from those lines of business carried on by Holdings and its Subsidiaries on the date hereof and lines of business ancillary thereto.

8.15 Accounting Changes. Holdings shall not, and shall not suffer or permit any Subsidiary to, make any significant change in accounting treatment or reporting practices, except as permitted by GAAP, or change the fiscal year of Holdings or of any Subsidiary, except to change the fiscal year of a Subsidiary to conform its fiscal year to that of Holdings.

8.16 Financial Covenants.

(a) Holdings shall not permit its EBITDAR From Continuing Operations as at the end of any fiscal quarter to be less than the following amounts for the respective periods set forth below:

<u>Measurement Period</u>	<u>Minimum EBITDAR From Continuing Operations</u>
Three months ending September 30, 2009	(\$5,000,000)
Six months ending December 31, 2009	(\$10,000,000)

8.17 No Restrictions on Subsidiary Dividends. Holdings shall not, and shall not suffer or permit any Subsidiary to, enter into or be bound by any Contractual Obligation which restricts, limits or prohibits the payment of dividends by any Subsidiary or the making of any other distribution in respect of such Subsidiary's capital stock or other equity interests, except for the following:

(a) agreements of Subsidiaries that are not Loan Parties in respect of Indebtedness that is permitted to be incurred by Subsidiaries that are not Loan Parties pursuant to Section 8.05 hereof;

(b) agreements for the sale of a Subsidiary or assets, provided that (i) any such restriction, limitation or prohibition on the payment of dividends or other distributions applies only to the Subsidiary to be sold or to the Subsidiary that owns the assets to be sold, in each case, while such sale is pending and (ii) such sale is permitted under Section 8.02;

(c) shareholder agreements, charter or other formation or joint venture documents in respect of Subsidiaries that are not Loan Parties; and

(d) agreements in respect of Indebtedness permitted under Section 8.05 of any Subsidiary acquired after the Effective Date that was incurred by such Subsidiary prior to the date on which such Subsidiary was acquired (other than Indebtedness incurred as consideration for, in contemplation of, or to provide all or any portion of the funds or credit support utilized to consummate the transaction or series of related transactions pursuant to which such Subsidiary becomes a Subsidiary or was otherwise acquired).

8.18 Capital Expenditures. Holdings shall not, and shall not permit any of its Subsidiaries to, make any Capital Expenditures in excess of, on a consolidated basis, in any fiscal year the following amounts for the respective periods set forth below:

<u>Period</u>	<u>CapEx Limit</u>
Fiscal 2009	\$3,200,000
Fiscal 2010	\$5,000,000
	(not to exceed \$1,250,000 per fiscal quarter)

8.19 No Opt-In to Article 8 of the UCC. Holdings shall not suffer or permit any Subsidiary which is either a limited partnership or limited liability company to amend its limited partnership agreement or limited liability company operating agreement, as the case may be, to certificate any of its limited partnership interests or membership interests, as the case may be, or opt into Article 8 of the UCC, without the prior written consent of the Administrative Agent.

8.20 Chapter 11 Claims. Holdings shall not incur, create, assume or permit to exist any administrative expense, unsecured claim, or other superpriority claim or Lien that is *pari passu* with or senior to the claims of the Administrative Agent and the Lenders against the Loan Parties hereunder, or apply to the Bankruptcy Court for authority to do so, except for the Carve-Out and Permitted Liens under Sections 8.01(a)(ix), (x) and (xi).

8.21 The Orders. Holdings shall not make or permit to be made any change, amendment or modification, or any application or motion for any change, amendment or modification, to the Financing Orders or any First Day Orders without the prior written consent

of the Administrative Agent and the Majority Lenders, except for any change, amendment or modification that would not adversely affect the Lenders (as reasonably determined by the Administrative Agent and the Majority Lenders).

ARTICLE IX.

EVENTS OF DEFAULT

9.01 Event of Default. Any of the following shall constitute an “Event of Default”:

(a) Non Payment. Holdings fails to make, (i) when and as required to be made herein, payments of any amount of principal of any Loan or of any L/C Obligation or (ii) within three (3) Business Days after the same becomes due, payment of any interest, fee or any other amount payable hereunder or under any other Loan Document; or

(b) Representation or Warranty. Any representation or warranty by any Loan Party made or deemed made herein, in any other Loan Document, or which is contained in any certificate, document or financial or other statement by any Loan Party, or any Responsible Officer, furnished at any time under this Agreement, or in or under any other Loan Document, is incorrect in any material respect on or as of the date made or deemed made; or

(c) Specific Defaults. Holdings or the Company or any other Loan Party fails to perform or observe any term, covenant or agreement contained in any of Sections 7.01(a) or 7.01(b), Sections 7.02(a) or 7.02(g) or 7.02(h), Section 7.03(a), Section 7.04(a)(i) or Section 7.12 or in Article VIII; or

(d) Other Defaults. Any Loan Party fails to perform or observe any other term or covenant contained in this Agreement or any other Loan Document, and such default shall continue unremedied for a period of twenty (20) days after the earlier of (i) the date upon which a Responsible Officer of Holdings or the Company obtained actual knowledge of such failure and (ii) the date upon which written notice thereof is given to Holdings by the Administrative Agent or any Lender; or

(e) Cross Default. (i) Unless otherwise excused or prohibited by the Bankruptcy Code or provided for in an order entered by the Bankruptcy Court (i) Holdings or any Subsidiary (A) fails to make any payment in respect of any Indebtedness or Contingent Obligation (other than the Obligations and other than in respect of Swap Contracts), in either case arising after the Petition Date and not in respect of any agreement entered into prior to the Petition Date, having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than \$5,000,000 when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) and such failure continues after the applicable grace or notice period, if any, specified in the relevant document on the date of such failure; or (B) fails to perform or observe any other condition or covenant, or any other event shall occur or condition exist, under any agreement or instrument relating to any such Indebtedness or Contingent Obligation (other than the Obligations), in either case arising after the Petition Date

and not in respect of any agreement entered into prior to the Petition Date, and such failure continues after the applicable grace or notice period, if any, specified in the relevant document on the date of such failure if the effect of such failure, event or condition is to cause, or to permit the holder or holders of such Indebtedness or beneficiary or beneficiaries of such Indebtedness (or a trustee or administrative agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause such Indebtedness to be declared to be due and payable or to be repurchased, prepaid, defeased or redeemed prior to its stated maturity, or such Contingent Obligation to become payable or cash collateral in respect thereof to be demanded; or (ii) there occurs under any Swap Contract (other than any Swap Contract entered into prior to the Petition Date) an Early Termination Date (as defined in such Swap Contract) resulting from (1) any event of default under such Swap Contract as to which Holdings or any Subsidiary is the Defaulting Party (as defined in such Swap Contract) or (2) any Termination Event (as so defined) as to which Holdings or any Subsidiary is an Affected Party (as so defined), and, in either event, the Swap Termination Value owed by Holdings or such Subsidiary as a result thereof is greater than \$5,000,000; or

(f) ERISA. (i) An ERISA Event shall occur with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of Holdings under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of \$5,000,000; (ii) the aggregate amount of Unfunded Pension Liability among all Pension Plans at any time exceeds \$5,000,000; or (iii) Holdings or any ERISA Affiliate shall fail to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of \$5,000,000; or

(g) Monetary Judgments. One or more non-interlocutory judgments, non interlocutory orders, decrees or arbitration awards is entered against Holdings or any Subsidiary involving in the aggregate a post-Petition Date liability (to the extent not covered by independent third party insurance as to which the insurer does not dispute coverage) as to any single or related or unrelated series of transactions, incidents or conditions, of \$5,000,000 or more, and the same shall remain unsatisfied, unvacated and unstayed pending appeal for a period of thirty (30) days after the entry thereof; or

(h) Non Monetary Judgments. Any non monetary judgment, order or decree is entered against Holdings or any Subsidiary which does or would reasonably be expected to have a Material Adverse Effect, and there shall be any period of thirty (30) consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(i) Guarantor Defaults. Any Guarantor fails in any material respect to perform or observe any term, covenant or agreement in its Guaranty; or any Guaranty is for any reason partially (including with respect to future advances) or wholly revoked or invalidated, or otherwise ceases to be in full force and effect, or such Guarantor or any other Person contests in any manner the validity or enforceability thereof or denies that it has any further liability or obligation thereunder; or

(j) Subordination. The Indebtedness hereunder is for any reason subordinated or does not have the priority in either case to the extent contemplated by this Agreement or the Financing Orders; or

(k) Bankruptcy Defaults.

(i) (A) The Loan Documents and the Financing Orders shall, for any reason, cease to create a valid Lien on any of the Collateral purported to be covered thereby or such Lien shall cease to be a perfected Lien having the priority provided herein pursuant to Section 364 of the Bankruptcy Code against each Loan Party, or any Loan Party shall so allege in any pleading filed in any court or any material provision of any Loan Document shall, for any reason, cease to be valid and binding on each Loan Party party thereto or any Loan Party shall so state in writing or (B) any Loan Party shall file a complaint or initiate any other action against any of the Lenders or the lenders under the Prepetition Credit Agreement or any entity shall obtain a judgment that materially and adversely affects such Lenders' or lenders' claims or the Collateral, except to the extent expressly allowed in the Interim Financing Order or the Final Financing Order; or

(ii) Any of the Bankruptcy Cases shall be dismissed (or the Bankruptcy Court shall make a ruling requiring the dismissal of the Bankruptcy Cases), suspended or converted to a case under Chapter 7 of the Bankruptcy Code, or any Loan Party shall file any pleading requesting any such relief; or an application shall be filed by any Loan Party for the approval of, or there shall arise, (A) other than the Carve-Out, any other claim having priority senior to or pari passu with the claims of the Administrative Agent and the Lenders under the Loan Documents or any other claim having priority over any or all administrative expenses of the kind specified in clause (b) of Section 503 or clause (b) of Section 507 of the Bankruptcy Code (other than the Carve-Out) or (B) other than the Carve-Out, any Lien on the Collateral having a priority senior to or pari passu with the Liens and security interests granted herein, except as expressly provided herein; or

(iii) The Bankruptcy Court shall enter an order appointing (A) a Chapter 11 trustee in any of the Bankruptcy Cases or (B) a responsible officer or an examiner with powers (I) to operate or manage the financial affairs of any Loan Party or (II) beyond the duty to investigate and report, as set forth in subclauses (3) and (4) of clause (a) of Section 1106 of the Bankruptcy Code, in any of the Bankruptcy Cases; or

(iv) (A) The Interim Financing Order shall (I) not have been entered by the Bankruptcy Court within five (5) Business Days after the Petition Date or (II) once issued, cease to be in full force and effect and the Final Financing Order shall not have been entered prior to such cessation, (B) the Final Financing Order shall not have been entered by the Bankruptcy Court on or before the 45th day following the Effective Date, (C) from and after the date of entry thereof, the Final Financing Order shall cease to be in full force and effect, (D) any Loan Party shall fail to comply with the terms of the Interim Financing Order or the Final Financing Order in any material respect or (E) the Interim Financing Order or the Final Financing Order shall be amended, supplemented, stayed, reversed, vacated or otherwise modified (or any of the Loan Parties shall apply for authority to do so) without the written consent of the Administrative Agent; or

(v) Any Loan Party shall (A) pay any prepetition claim in whole or in part other than a Permitted Prepetition Claim Payment, absent consent of the Administrative Agent and the Majority Lenders or (B) file a motion seeking, or the Bankruptcy Court shall enter, an order, other than an order involving or related to the Plan of Reorganization, granting (i) a First Day Order not approved by the Administrative Agent, such approval not to be unreasonably withheld (except in the case of the Interim Financing Order), (ii) relief from the automatic stay applicable under Section 362 of the Bankruptcy Code to any holder of any security interest to permit foreclosure on any assets having a book value in excess of \$1,000,000 in the aggregate or (iii) except to the extent the same would not constitute an Event of Default under any of the previous clauses, approval of settlements or other stipulations with any creditors of any Loan Party, other than the Administrative Agent and the Lenders, that provide for the payment, as Adequate Protection with respect to the prepetition claims of such creditors, to such creditors, individually or in the aggregate for any and all such creditors, of more than \$1,000,000, without the written consent of the Administrative Agent; or

(vi) Holdings or any Guarantor shall file a plan of reorganization that is not the Plan of Reorganization; or

(vii) claims arising under Section 506(c) of the Bankruptcy Code shall be asserted against the Lenders or other actions adverse to the Lenders or their respective rights and remedies hereunder or under any other Loan Document or any Bankruptcy Court order shall be commenced; or

(viii) the period of exclusivity in the Bankruptcy Cases terminates or exclusivity is otherwise lifted in the Bankruptcy Cases; or

(ix) Holdings and the Guarantors shall consummate a sale of all or substantially all of their respective assets that does not provide for payment in full in cash of all outstanding Loans and other non-contingent obligations hereunder and the replacement, cancellation or cash collateralization of all Letters of Credit.

9.02 Remedies. At any time after the occurrence and during the continuance of any Event of Default, without further order of, application to or action by the Bankruptcy Court:

(a) the Administrative Agent may or shall, upon instructions from the Majority Lenders, by written notice to Holdings (i) terminate the Revolving Commitments, any obligation of the L/C Issuer to make L/C Credit Extensions and the obligations of the Lenders to make Loans, (ii) require that Holdings Cash Collateralize the L/C Obligations in an amount equal to the then Effective Amount of the L/C Obligations; and/or (iii) declare all or a portion of the outstanding Obligations owed to the Lenders and payable by Holdings to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Notes to the contrary notwithstanding; and

(b) in addition, subject solely to any requirement of the giving of notice by the terms of the Interim Financing Order or the Final Financing Order, the automatic stay provided in Section 362 of the Bankruptcy Code shall be deemed automatically vacated

without further action or order of the Bankruptcy Court, and the Administrative Agent and the Lenders, upon three (3) Business Days' written notice to Holdings, the U.S. Trustee and any statutory committee appointed in the Bankruptcy Cases, shall be entitled to exercise all of their respective rights and remedies under the Loan Documents, including all rights and remedies with respect to the Collateral and the Guarantors.

In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, upon three (3) Business Days' written notice to Holdings, the U.S. Trustee and any statutory committee appointed in the Bankruptcy Cases, the Administrative Agent may exercise any other right, power or remedy available to it under any of the Loan Documents or otherwise by law, either by suit in equity or by action at law, or both.

9.03 Application of Funds. After the exercise of remedies provided for in Section 9.02, any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order:

(a) First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of the legal counsel and the financial advisors to the Administrative Agent and amounts payable under Article IV) payable to the Administrative Agent in its capacity as such;

(b) Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest and fees payable under Section 2.09(b) and Section 3.08(a)) payable to the Lenders and the L/C Issuer (including fees, charges and disbursements of counsel to the respective Lenders and the L/C Issuer and amounts payable under Article IV), ratably among them in proportion to the respective amounts described in this clause (b) payable to them;

(c) Third, to payment of that portion of the Obligations constituting accrued and unpaid fees payable under Section 2.09(b) and Section 3.08(a) and interest on the Loans, L/C Borrowings and other Obligations, ratably among the Lenders and the L/C Issuer in proportion to the respective amounts described in this clause (c) payable to them;

(d) Fourth, (i) to payment of that portion of the Obligations constituting unpaid principal of the Loans and L/C Borrowings, and (ii) to Cash Collateralize that portion of the L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit, ratably among the Lenders and the L/C Issuer in proportion to the respective amounts described in this clause (d) held by them;

(e) Fifth, to payment of all other Obligations, ratably among the Persons owed such Obligations in proportion to the respective amounts described in this clause (e) held by them; and

(f) Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to Holdings or as otherwise required by applicable law.

Subject to Section 3.03, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause (d) above shall be applied to satisfy drawings under such

Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

ARTICLE X.

THE ADMINISTRATIVE AGENT

10.01 Appointment and Authority. Each of the Lenders and the L/C Issuer hereby irrevocably appoints Wells Fargo to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuer, and neither Holdings nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

10.02 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with Holdings or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

10.03 Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a 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 other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Majority Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to Holdings or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Majority Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.01 and 9.02 or (ii) in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by Holdings, a Lender or the L/C Issuer.

The Administrative Agent 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 other Loan 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, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article V or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

10.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the L/C Issuer, the Administrative Agent may presume that such condition is satisfactory to such Lender or the L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or the L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for Holdings), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

10.05 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub agents appointed by the Administrative Agent. The Administrative Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub agent and to the Related Parties of the Administrative Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

10.06 Resignation of Administrative Agent. The Administrative Agent may at any time give notice of its resignation to the Lenders, the L/C Issuer and Holdings. Upon receipt

of any such notice of resignation, the Majority Lenders shall have the right, in consultation with Holdings (except during the continuance of an Event of Default, in which case no consultation with Holdings shall be required), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Majority Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders and the L/C Issuer, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that if the Administrative Agent shall notify Holdings and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders or the L/C Issuer under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and the L/C Issuer directly, until such time as the Majority Lenders appoint a successor Administrative Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by Holdings to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between Holdings and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 11.04 shall continue in effect for the benefit of such retiring Administrative Agent, its sub agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

Any resignation by Wells Fargo as Administrative Agent pursuant to this Section shall also constitute its resignation as L/C Issuer. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer, (b) the retiring L/C Issuer shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

10.07 Non-Reliance on Administrative Agent and Other Lenders. Each Lender and the L/C Issuer acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and the L/C Issuer also acknowledges that it

will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

10.08 Collateral Matters.

(a) The Administrative Agent is authorized on behalf of all the Lenders, without the necessity of any notice to or further consent from the Lenders, from time to time to take any action with respect to any Collateral or the Collateral Documents which may be necessary to perfect and maintain perfected the security interest in and Liens upon the Collateral granted pursuant to the Collateral Documents.

(b) The Lenders irrevocably authorize the Administrative Agent, at its option and in its discretion, to release any Lien granted to or held by the Administrative Agent upon any Collateral (i) upon termination of the Revolving Commitments and payment in full of all Loans and all other Obligations known to the Administrative Agent and payable under this Agreement or any other Loan Document; (ii) constituting property sold or to be sold or disposed of as part of or in connection with any disposition permitted hereunder; (iii) constituting property in which Holdings or any Subsidiary owned no interest at the time the Lien was granted or at any time thereafter; (iv) constituting property leased to Holdings or any Subsidiary in a transaction permitted under this Agreement; (v) consisting of an instrument evidencing Indebtedness or other debt instrument, if the indebtedness evidenced thereby has been paid in full; (vi) if approved, authorized or ratified in writing by the Majority Lenders or all the Lenders, as the case may be, as provided in Section 11.01. Upon request by the Administrative Agent at any time, the Lenders will confirm in writing the Administrative Agent's authority to release particular types or items of Collateral pursuant to this Section 10.08(b), provided that the absence of any such confirmation for whatever reason shall not affect the Administrative Agent's rights under this Section 10.08.

(c) Each Lender agrees with and in favor of each other (which agreement shall not be for the benefit of Holdings or any Subsidiary) that the Obligations to such Lender under this Agreement and the other Loan Documents shall not be secured by any real property collateral now or hereafter acquired by such Lender other than the Mortgaged Properties described in the Mortgages.

10.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on Holdings) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that

are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuer and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuer and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuer and the Administrative Agent under Sections 2.09, 3.08 and 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the L/C Issuer to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuer, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents, financial advisors and counsel, and any other amounts due the Administrative Agent under Sections 2.09 and 11.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or the L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

ARTICLE XI.

MISCELLANEOUS

11.01 Amendments and Waivers.

(a) Except as otherwise provided herein or in any other Loan Document, (i) no amendment to any provision of this Agreement or any of the other Loan Documents shall in any event be effective unless the same shall be in writing and signed by Holdings (or other Loan Party thereto, as applicable), the Administrative Agent and the Majority Lenders (or the Administrative Agent with the written consent of the Majority Lenders); and (ii) no waiver of any provision of this Agreement or any other Loan Document, or consent to any departure by Holdings or other party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent and the Majority Lenders (or the Administrative Agent with the consent of the Majority Lenders). Any such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver or consent shall do any of the following:

(i) increase the amount, or extend the stated expiration or termination date, of the Revolving Commitment of any Lender without the consent of such Lender;

(ii) reduce or forgive the principal of, or interest or rate of interest on, the Revolving Loans of any Lender or any fee or other amount payable to any Lender

hereunder without the consent of such Lender; provided, however, that only the consent of the Majority Lenders shall be necessary to change the manner of computation of any financial covenant or related definition used in determining the Applicable Margin or Applicable Fee Amount that would result in a reduction of any interest rate on any Revolving Loan or in a reduction of any Commitment Fees or Letter of Credit fees, or to amend the default rate of interest as determined under Section 2.08(c) or to waive any obligation of Holdings to pay interest at the default rate of interest;

(iii) postpone any date fixed for any payment in respect of principal of, or interest on, the Revolving Loans of any Lender or any fee or other amount payable to any Lender hereunder without the consent of such Lender;

and provided further, however, that, unless in writing and signed by all of the Lenders (or by the Administrative Agent with the written consent of all the Lenders), no amendment, waiver or consent shall do any of the following:

(iv) change the definition of “Majority Lenders” or any definition or provision of this Agreement requiring the approval of Majority Lenders or some other specified amount of Lenders;

(v) consent to the assignment or transfer by Holdings or any other Loan Party of any of its rights and obligations under the Loan Documents;

(vi) release any Guarantor or any material portion of the Collateral except as contemplated herein, in the Guaranty or in the Collateral Documents;

(vii) amend, modify or waive the provisions of Section 2.12 or Section 9.03;

(viii) amend, modify or waive the provisions of this Section 11.01(a);

provided, further, that (1) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required hereinabove to take such action, affect the rights, obligations or duties of the Administrative Agent under any Loan Document, (2) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuer in addition to the Lenders required hereinabove to take such action, affect the rights, obligations or duties of the L/C Issuer under any Loan Document, (3) the Agency Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto and (4) Section 11.06(h) may not be amended, waived or otherwise modified without the consent of each Granting Lender all or any part of whose Loans are being funded by an SPC at the time of such amendment, waiver or other modification. Notwithstanding anything to the contrary herein, a Defaulting Lender shall not have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Revolving Commitment of such Lender may not be increased without its consent, nor may any amendment, waiver or consent reduce or forgive the principal of, or accrued and unpaid interest on, the outstanding Loans of such Lender or any accrued fee or other accrued amount payable to such Lender without its consent.

(b) In connection with any such proposed amendment, waiver or consent requiring the consent of all Lenders (such proposed amendment, waiver or consent, a “Proposed Change”), if the consent of the Majority Lenders is obtained, but the consent of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained as described in this Section 11.01 being referred to as a “Non-Consenting Lender”), then, so long as the Lender that is acting as the Administrative Agent is not a Non-Consenting Lender, Holdings may replace such Non-Consenting Lender in accordance with Section 11.11.

No failure or delay by the Administrative Agent or any Lender in exercising any right under this Agreement or any other Loan Document shall operate as a waiver thereof or of any other right hereunder or thereunder nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right hereunder or thereunder. Unless otherwise specified in such waiver or consent, a waiver or consent given hereunder shall be effective only in the specific instance and for the specific purpose for which given. The Lenders may condition the giving or making of any amendment, waiver or consent of any term, covenant, agreement or condition of this Agreement or any other Loan Document on payment of a fee by Holdings.

11.02 Notices; Effectiveness; Electronic Communication.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to Holdings, the Administrative Agent or the L/C Issuer, to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 11.02; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the L/C Issuer hereunder may be delivered or furnished by electronic communication (including e mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender or the L/C Issuer pursuant to Article II or Article III if such Lender or the L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices

under such Article by electronic communication. The Administrative Agent or Holdings may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Change of Address, Etc. Each of Holdings, the Administrative Agent and the L/C Issuer may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to Holdings, the Administrative Agent and the L/C Issuer.

(d) Reliance by Administrative Agent, L/C Issuer and Lenders. The Administrative Agent, the L/C Issuer and the Lenders shall be entitled to rely and act upon any notices (including telephonic Notices of Borrowing) purportedly given by or on behalf of Holdings even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. Holdings shall indemnify the Administrative Agent, the L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of Holdings. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

11.03 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights provided for in this Agreement and the other Loan Documents are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law or in equity, or under any other instrument, document or agreement now existing or hereafter arising.

11.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. Holdings shall pay (i) all reasonable out of pocket expenses incurred by the Administrative Agent and its Affiliates (including the

reasonable fees, charges and disbursements of counsel for the Administrative Agent), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement, the other Loan Documents, the Financing Orders, the First Day Orders, the Bankruptcy Plan and any other documentation in connection with the Bankruptcy Cases or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out of pocket expenses incurred by the L/C Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all out of pocket expenses incurred by the Administrative Agent, any Lender or the L/C Issuer (including the fees, charges and disbursements of any counsel for the Administrative Agent, any Lender or the L/C Issuer), and shall pay all fees and time charges for attorneys who may be employees of the Administrative Agent, any Lender or the L/C Issuer, in connection with the enforcement of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made or Letters of Credit issued hereunder.

(b) Indemnification by Holdings. Holdings shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender and the L/C Issuer, and each Related Party of any of the foregoing Persons (each such Person being called an “Indemnatee”) against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnatee), and shall indemnify and hold harmless each Indemnatee from all fees and time charges and disbursements for attorneys who may be employees of any Indemnatee, incurred by any Indemnatee or asserted against any Indemnatee by any third party or by Holdings or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by Holdings or any of its Subsidiaries, or any Environmental Claims related in any way to Holdings or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Holdings or any other Loan Party, and regardless of whether any Indemnatee is a party thereto; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnatee or (y) result from a claim brought by Holdings or any other Loan Party against an Indemnatee for breach in bad faith of such Indemnatee’s obligations hereunder or under any other Loan Document, if Holdings or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

(c) Reimbursement by Lenders. To the extent that Holdings for any reason fails to indefeasibly pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the L/C Issuer or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the L/C Issuer or such Related Party, as the case may be, such Lender's Proportionate Share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or the L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or L/C Issuer in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.11(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, Holdings shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of the Administrative Agent and the L/C Issuer, the replacement of any Lender, the termination of the Aggregate Revolving Commitment and the repayment, satisfaction or discharge of all the other Obligations.

11.05 Marshalling; Payments Set Aside. Neither the Administrative Agent nor the Lenders shall be under any obligation to marshal any assets in favor of Holdings or any other Person or against or in payment of any or all of the Obligations. To the extent that any Loan Party makes a payment to the Administrative Agent or the Lenders, or the Administrative Agent or the Lenders exercise their right of set-off, and such payment or the proceeds of such set-off or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any Insolvency Proceeding or otherwise, then (a) to the extent of such recovery the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such set-off had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its Proportionate Share of any amount so recovered from or repaid by the Administrative Agent.

11.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither Holdings nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of subsection (b) of this Section, (ii) by way of participation in accordance with the provisions of subsection (d) of this Section, (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (f) of this Section, or (iv) to an SPC in accordance with the provisions of subsection (h) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuer and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Revolving Commitment and the Loans (including for purposes of this subsection (b), participations in L/C Obligations) at the time owing to it); provided that:

(i) except in the case of an assignment of the entire remaining amount of the assigning Lender's Revolving Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Revolving Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Revolving Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$5,000,000, in the case of any assignment in respect of the Revolving Commitments, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, Holdings otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Revolving Commitment assigned;

(iii) any assignment of a Revolving Commitment must be approved by the Administrative Agent and the L/C Issuer unless the Person that is the proposed

assignee is itself a Lender (whether or not the proposed assignee would otherwise qualify as an Eligible Assignee) (each such approval not to be unreasonably withheld or delayed); and

(iv) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount, if any, required as set forth in Schedule 11.06, and the Eligible Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 4.01, 4.03, 4.04, and 11.04. Upon request, Holdings (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with subsection (d) of this Section.

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of Holdings, shall maintain at the Administrative Agent's Payment Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Revolving Commitments of, and principal amounts of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and Holdings, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by each of Holdings, the L/C Issuer and J.P. Morgan Securities, Inc. at any reasonable time and from time to time upon reasonable prior notice. In addition, at any time that a request for a consent, waiver or amendment to the Loan Documents is pending, any Lender may request and receive from the Administrative Agent a copy of the Register.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, Holdings or the Administrative Agent, sell participations to any Person (other than a natural person or Holdings or any of Holdings's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Revolving Commitment and/or the Loans (including such Lender's participations in L/C Obligations) owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) Holdings, the Administrative Agent, the Lenders and the L/C Issuer shall continue to deal solely and

directly with such Lender in connection with such Lender's rights and obligations under this Agreement.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the provisos to Section 11.01(a) that affects such Participant. Subject to subsection (e) of this Section, Holdings agrees that each Participant shall be entitled to the benefits of Sections 4.01, 4.03 and 4.04 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.12 as though it were a Lender.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 4.01 or 4.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with Holdings's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 4.01 unless Holdings is notified of the participation sold to such Participant and such Participant agrees, for the benefit of Holdings, to comply with Section 4.01(e) as though it were a Lender.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Special Purpose Funding Vehicles. Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and Holdings (an "SPC") the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to fund any Loan, and (ii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such

Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof or, if it fails to do so, to make such payment to the Administrative Agent as is required under Section 2.11. Each party hereto hereby agrees that (i) neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of Holdings under this Agreement (including its obligations under Section 4.03), (ii) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable, and (iii) the Granting Lender shall for all purposes, including the approval of any amendment, waiver or other modification of any provision of any Loan Document, remain the lender of record hereunder. The making of a Loan by an SPC hereunder shall utilize the Revolving Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior debt of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceeding under the laws of the United States or any State thereof. Notwithstanding anything to the contrary contained herein, any SPC may (i) with notice to, but without prior consent of Holdings and the Administrative Agent and with the payment of a processing fee in the amount of \$2,500, assign all or any portion of its right to receive payment with respect to any Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its funding of Loans to any rating agency, commercial paper dealer or provider of any surety or guarantee or credit or liquidity enhancement to such SPC.

(i) Resignation as L/C Issuer after Assignment. Notwithstanding anything to the contrary contained herein, if at any time Wells Fargo assigns all of its Revolving Commitment and Loans pursuant to subsection (b) above, Wells Fargo may, upon 30 days' notice to Holdings and the Lenders, resign as L/C Issuer. In the event of any such resignation as L/C Issuer, Holdings shall be entitled to appoint from among the Lenders a successor L/C Issuer hereunder; provided, however, that no failure by Holdings to appoint any such successor shall affect the resignation of Wells Fargo as L/C Issuer, as the case may be. If Wells Fargo resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Revolving Loans or fund risk participations in unreimbursed drawings, pursuant to Section 3.03). Upon the appointment of a successor L/C Issuer, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer, and (b) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Wells Fargo to effectively assume the obligations of Wells Fargo with respect to such Letters of Credit.

11.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent, the Lenders and the L/C Issuer agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will

be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any pledgee referred to in Section 11.06(f) or (iii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to Holdings and its obligations, (g) with the consent of Holdings or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender, the L/C Issuer or any of their respective Affiliates on a nonconfidential basis from a source other than Holdings.

For purposes of this Section, “Information” means all information received from Holdings or any Subsidiary relating to Holdings or any Subsidiary or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or the L/C Issuer on a nonconfidential basis prior to disclosure by Holdings or any Subsidiary. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Holdings acknowledges that (a) the Administrative Agent will make available to the Lenders and the L/C Issuer materials and/or information provided by or on behalf of Holdings hereunder (collectively, “Borrower Materials”) by posting the Borrower Materials on IntraLinks or another similar electronic system (the “Platform”) and (b) certain of the Lenders may be “public-side” Lenders (*i.e.*, Lenders that do not wish to receive material non-public information with respect to Holdings or its securities) (each, a “Public Lender”). Holdings hereby agrees that (w) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked “PUBLIC” which, at a minimum, shall mean that the word “PUBLIC” shall appear prominently on the first page thereof; (x) by marking Borrower Materials “PUBLIC,” Holdings shall be deemed to have authorized the Administrative Agent, the L/C Issuer and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to Holdings or its securities for purposes of United States Federal and state securities laws; (y) all Borrower Materials marked “PUBLIC” are permitted to be made available through a portion of the Platform designated “Public Investor;” and (z) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked “PUBLIC” as being suitable only for posting on a portion of the Platform not designated “Public Investor.”

11.08 Set off. If an Event of Default shall have occurred and be continuing, each Lender, the L/C Issuer and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, upon five (5) Business

Days' written notice to Holdings, the U.S. Trustee and any statutory committee appointed in the Bankruptcy Cases, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, the L/C Issuer or any such Affiliate to or for the credit or the account of Holdings or any other Loan Party against any and all of the obligations of Holdings or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender or the L/C Issuer, irrespective of whether or not such Lender or the L/C Issuer shall have made any demand under this Agreement or any other Loan Document and although such obligations of Holdings or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender or the L/C Issuer different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Lender, the L/C Issuer and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, the L/C Issuer or their respective Affiliates may have. Each Lender and the L/C Issuer agrees to notify Holdings and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

NOTWITHSTANDING THE FOREGOING, NO LENDER SHALL EXERCISE, OR ATTEMPT TO EXERCISE, ANY RIGHT OF SET-OFF, BANKER'S LIEN, OR THE LIKE, AGAINST ANY DEPOSIT ACCOUNT OR PROPERTY OF HOLDINGS OR ANY SUBSIDIARY OF HOLDINGS HELD OR MAINTAINED BY THE LENDER WITHOUT THE PRIOR WRITTEN CONSENT OF THE ADMINISTRATIVE AGENT.

11.09 USA PATRIOT Act Notice. Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies Holdings that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the Act.

11.10 (a) Guaranty. Each of the Guarantors unconditionally and irrevocably, jointly and severally, guarantees to the Administrative Agent, the L/C Issuer and the Lenders, and their respective successors, endorsers, transferees and assigns (the "Guaranteed Persons"), the full and prompt payment when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) and performance of all indebtedness, liabilities and other obligations of Holdings to any Guaranteed Person, whether arising out of or in connection with this Agreement, any other Loan Document or otherwise, including all unpaid principal of the Loans, all L/C Obligations, all interest accrued thereon, all fees due under this Agreement and all other amounts payable by Holdings to any Guaranteed Person thereunder or in connection therewith. The terms "indebtedness," "liabilities" and "obligations" are used herein in their most comprehensive sense and include any and all advances, debts, obligations and liabilities, now existing or hereafter arising, whether voluntary or involuntary and whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether recovery upon such indebtedness, liabilities and obligations may be or hereafter

become unenforceable or shall be an allowed or disallowed claim under the Bankruptcy Code or other applicable law. The foregoing indebtedness, liabilities and other obligations of Holdings shall hereinafter be collectively referred to as the “Guaranteed Obligations.” The Guaranteed Obligations include interest which, but for an Insolvency Proceeding, would have accrued on such Guaranteed Obligations, whether or not a claim is allowed against Holdings for such interest in any such Insolvency Proceeding.

(b) Separate Obligation. Each Guarantor acknowledges and agrees (i) that the Guaranteed Obligations are separate and distinct from any indebtedness, obligations or liabilities arising under or in connection with any other agreement, instrument or guaranty, including under any provision of this Agreement other than this Section 11.10, executed at any time by such Guarantor in favor of any Guaranteed Person, and (ii) such Guarantor shall pay and perform all of the Guaranteed Obligations as required under this Section 11.10, and each Guaranteed Person may enforce any and all of its rights and remedies hereunder, without regard to any other agreement, instrument or guaranty, including any provision of this Agreement other than this Section 11.10, at any time executed by such Guarantor in favor of any Guaranteed Person, regardless of whether or not any such other agreement, instrument or guaranty, or any provision thereof or hereof, shall for any reason become unenforceable or any of the indebtedness, obligations or liabilities thereunder or hereunder shall have been discharged, whether by performance, avoidance or otherwise. Each Guarantor acknowledges that in providing benefits to Holdings and such Guarantor, the Guaranteed Persons are relying upon the enforceability of this Section 11.10 and the Guaranteed Obligations as separate and distinct indebtedness, obligations and liabilities of such Guarantor, and each Guarantor agrees that each Guaranteed Person would be denied the full benefit of their bargain if at any time this Section 11.10 or the Guaranteed Obligations were treated any differently. The fact that the Guaranty of each Guarantor is set forth in this Agreement rather than in a separate guaranty document is for the convenience of Holdings and the Guarantors and shall in no way impair or adversely affect the rights or benefits of any Guaranteed Person under this Section 11.10. Each Guarantor agrees to execute and deliver a separate agreement, immediately upon request at any time of any Guaranteed Person, evidencing such Guarantor’s obligations under this Section 11.10. Upon the occurrence of any Event of Default, a separate action or actions may be brought against each Guarantor, whether or not Holdings or any other Guarantor or Person is joined therein or a separate action or actions are brought against Holdings or any other Guarantor or Person.

(c) Limitation of Guaranty. To the extent that any court of competent jurisdiction shall impose by final judgment under applicable law (including the California Uniform Fraudulent Transfer Act and §§544 and 548 of the Bankruptcy Code) any limitations on the amount of any Guarantor’s liability with respect to the Guaranteed Obligations which any Guaranteed Person can enforce under this Section 11.10, each Guaranteed Person by its acceptance hereof accepts such limitation on the amount of such Guarantor’s liability hereunder to the extent needed to make this Section 11.10 fully enforceable and nonavoidable.

(d) Liability of Guarantor. The liability of each Guarantor under this Section 11.10 shall be irrevocable, absolute, independent and unconditional, and shall not be affected by any circumstance which might constitute a discharge of a surety or guarantor other than the indefeasible payment and performance in full of all Guaranteed Obligations. In

furtherance of the foregoing and without limiting the generality thereof, each Guarantor agrees as follows:

(i) such Guarantor's liability hereunder shall be the immediate, direct, and primary obligation of such Guarantor and shall not be contingent upon any Guaranteed Person's exercise or enforcement of any remedy it may have against Holdings or any other Person, or against any collateral or other security for any Guaranteed Obligations;

(ii) this Guaranty is a guaranty of payment when due and not merely of collectibility;

(iii) such Guarantor's payment of a portion, but not all, of the Guaranteed Obligations shall in no way limit, affect, modify or abridge such Guarantor's liability for any portion of the Guaranteed Obligations remaining unsatisfied; and

(iv) such Guarantor's liability with respect to the Guaranteed Obligations shall remain in full force and effect without regard to, and shall not be impaired or affected by, nor shall such Guarantor be exonerated or discharged by, any of the following events:

(A) any Insolvency Proceeding;

(B) any limitation, discharge, or cessation of the liability of Holdings or any other guarantor or Person for any Guaranteed Obligations due to any statute, regulation or rule of law, or any invalidity or unenforceability in whole or in part of any of the Guaranteed Obligations or the Loan Documents;

(C) any merger, acquisition, consolidation or change in structure of Holdings or any other Guarantor or Person, or any sale, lease, transfer or other disposition of any or all of the assets or shares of Holdings or any other Guarantor or other Person;

(D) any assignment or other transfer, in whole or in part, of any Guaranteed Person's interests in and rights under this Guaranty or the other Loan Documents;

(E) any claim, defense, counterclaim or set-off, other than that of prior performance, that Holdings, such Guarantor, any other guarantor or other Person may have or assert, including any defense of incapacity or lack of corporate or other authority to execute any of the Loan Documents;

(F) any Guaranteed Person's amendment, modification, renewal, extension, cancellation or surrender of any Loan Document or any Guaranteed Obligations;

(G) any Guaranteed Person's exercise or nonexercise of any power, right or remedy with respect to any Guaranteed Obligations or any collateral;

(H) any Guaranteed Person's vote, claim, distribution, election, acceptance, action or inaction in any Insolvency Proceeding; or

(I) any other guaranty, whether by any Guarantor or any other Person, of all or any part of the Guaranteed Obligations or any other indebtedness, obligations or liabilities of any Guaranteed Person.

(e) Consents of Guarantor. Each Guarantor hereby unconditionally consents and agrees that, without notice to or further assent from such Guarantor:

(i) the principal amount of the Guaranteed Obligations may be increased or decreased and additional indebtedness or obligations of Holdings under the Loan Documents may be incurred and the time, manner, place or terms of any payment under any Loan Document be extended or changed, by one or more amendments, modifications, renewals or extensions of any Loan Document or otherwise;

(ii) the time for Holdings' (or any other Person's) performance of or compliance with any term, covenant or agreement on its part to be performed or observed under any Loan Document may be extended, or such performance or compliance waived, or failure in or departure from such performance or compliance consented to, all in such manner and upon such terms as any Guaranteed Person (or the Majority Lenders, as the case may be) may deem proper;

(iii) each Guaranteed Person may request and accept other guarantees and may take and hold other security as collateral for the Guaranteed Obligations, and may, from time to time, in whole or in part, exchange, sell, surrender, release, subordinate, modify, waive, rescind, compromise or extend such other guaranties or security and may permit or consent to any such action or the result of any such action, and may apply such security and direct the order or manner of sale thereof;

(iv) each Guaranteed Person may exercise, or waive or otherwise refrain from exercising, any other right, remedy, power or privilege even if the exercise thereof affects or eliminates any right of subrogation or any other right of such Guarantor against Holdings.

(f) Guarantor's Waivers. Each Guarantor waives and agrees not to assert:

(i) any right to require the Administrative Agent, the L/C Issuer or any Lender to marshal assets in favor of Holdings, the Guarantors, any other guarantor or any other Person, to proceed against Holdings, any other guarantor or any other Person, to proceed against or exhaust any of the Collateral, to give notice of the terms, time and place of any public or private sale of personal property security constituting the Collateral or other collateral for the Guaranteed Obligations or comply with any other provisions of Chapter 6 of Division 9 of the UCC (or any equivalent provision of any other applicable law) or to pursue any other right, remedy, power or privilege of the Administrative Agent, the L/C Issuer or any Lender whatsoever;

(ii) the defense of the statute of limitations in any action hereunder or for the collection or performance of the Guaranteed Obligations;

(iii) any defense arising by reason of any lack of corporate or other authority or any other defense of Holdings, such Guarantor or any other Person;

(iv) any defense based upon any Guaranteed Person's errors or omissions in the administration of the Guaranteed Obligations;

(v) any rights to set-offs and counterclaims;

(vi) without limiting the generality of the foregoing, to the fullest extent permitted by law, any defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties, or which may conflict with the terms of this Section 11.10;

(vii) any defense based upon an election of remedies (including, if available, an election to proceed by nonjudicial foreclosure) which destroys or impairs the subrogation rights of such Guarantor or the right of such Guarantor to proceed against Holdings or any other obligor of the Guaranteed Obligations for reimbursement;

(viii) without limiting the generality of the foregoing, to the fullest extent permitted by law, any defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties, or which may conflict with the terms of this Section 11.10, including any and all benefits that otherwise might be available to such Guarantor under California Civil Code §§1432, 2809, 2787 to 2855, inclusive, 2899 and 3433 and California Code of Civil Procedure §§580a, 580b, 580d and 726 or Texas Property Code §§51.003 – 51.005. Accordingly, each Guarantor waives all rights and defenses that such Guarantor may have because Holdings' debt is secured by real property. This means, among other things: (A) the Administrative Agent, the L/C Issuer and the Lenders may collect from such Guarantor without first foreclosing on any real or personal property Collateral pledged by Holdings or such Guarantor; and (B) if the Administrative Agent forecloses on any real property Collateral pledged by Holdings or such Guarantor: (1) the amount of the debt may be reduced only by the price for which that Collateral is sold at the foreclosure sale, even if the Collateral is worth more than the sale price, and (2) the Administrative Agent, the L/C Issuer and the Lenders may collect from such Guarantor even if the Administrative Agent, by foreclosing on the real property Collateral, has destroyed any right such Guarantor may have to collect from Holdings. This is an unconditional and irrevocable waiver of any rights and defenses such Guarantor may have because Holdings' debt is secured by real property. These rights and defenses include, but are not limited to, any rights of defenses based upon section 580a, 580b, 580d or 726 of the California Code of Civil Procedure or sections 51.003 – 51.005 of the Texas Property Code; and

(ix) any and all notice of the acceptance of this Guaranty, and any and all notice of the creation, renewal, modification, extension or accrual of the Guaranteed Obligations, or the reliance by any Guaranteed Person upon this Guaranty, or the exercise of any right, power or privilege hereunder. The Guaranteed Obligations shall conclusively be deemed to have been created, contracted, incurred and permitted to exist in reliance upon this Guaranty. Each Guarantor waives promptness, diligence, presentment, protest, demand for payment, notice

of default, dishonor or nonpayment and all other notices to or upon Holdings, such Guarantor or any other Person with respect to the Guaranteed Obligations.

(g) Financial Condition of Holdings. No Guarantor shall have any right to require any Guaranteed Person to obtain or disclose any information with respect to: the financial condition or character of Holdings or the ability of Holdings to pay and perform the Guaranteed Obligations; the Guaranteed Obligations; any collateral or other security for any or all of the Guaranteed Obligations; the existence or nonexistence of any other guarantees of all or any part of the Guaranteed Obligations; any action or inaction on the part of any Guaranteed Person or any other Person; or any other matter, fact or occurrence whatsoever. Each Guarantor hereby acknowledges that it has undertaken its own independent investigation of the financial condition of Holdings and the other Loan Parties and all other matters pertaining to this Guaranty and further acknowledges that it is not relying in any manner upon any representation or statement of any Guaranteed Person with respect thereto.

(h) Subrogation. Until the Guaranteed Obligations shall be satisfied in full and the Revolving Commitments shall be terminated, each Guarantor shall not have, and shall not directly or indirectly exercise (i) any rights that it may acquire by way of subrogation under this Section 11.10, by any payment hereunder or otherwise, (ii) any rights of contribution, indemnification, reimbursement or similar suretyship claims arising out of this Section 11.10 or (iii) any other right which it might otherwise have or acquire (in any way whatsoever) which could entitle it at any time to share or participate in any right, remedy or security of any Guaranteed Person as against Holdings or other guarantors, whether in connection with this Section 11.10, any of the other Loan Documents or otherwise. If any amount shall be paid to any Guarantor on account of the foregoing rights at any time when all the Guaranteed Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of each Guaranteed Person and shall forthwith be paid to the Administrative Agent to be credited and applied to the Guaranteed Obligations, whether matured or unmatured, in accordance with the terms of the Loan Documents.

(i) Continuing Guaranty. This Guaranty is a continuing guaranty and agreement of subordination and shall continue in effect and be binding upon each Guarantor until termination of the Revolving Commitments and payment and performance in full of all Guaranteed Obligations, including Guaranteed Obligations which may exist continuously or which may arise from time to time under successive transactions, and each Guarantor expressly acknowledges that this Guaranty shall remain in full force and effect notwithstanding that there may be periods in which no Guaranteed Obligations exist.

(j) Reinstatement. This Guaranty shall continue to be effective or shall be reinstated and revived, as the case may be, if, for any reason, any payment of the Guaranteed Obligations by or on behalf of Holdings (or receipt of any proceeds of collateral) shall be rescinded, invalidated, declared to be fraudulent or preferential, set aside, voided or otherwise required to be repaid to Holdings, its estate, trustee, receiver or any other Person (including under the Bankruptcy Code or other state or federal law), or must otherwise be restored by any Guaranteed Person, whether as a result of Insolvency Proceedings or otherwise. All losses, damages, costs and expenses that any Guaranteed Person may suffer or incur as a

result of any voided or otherwise set aside payments shall be specifically covered by the indemnity in favor of the Lenders and the Administrative Agent contained in Section 11.04.

(k) Substantial Benefits. The funds that have been borrowed from the Lenders by Holdings have been and are to be contemporaneously used for the direct or indirect benefit of Holdings and each Guarantor. It is the position, intent and expectation of the parties that Holdings and each Guarantor have derived and will derive significant and substantial direct or indirect benefits from the accommodations that have been made by the Lenders under the Loan Documents.

(l) Knowing and Explicit Waivers. EACH GUARANTOR ACKNOWLEDGES THAT IT EITHER HAS OBTAINED THE ADVICE OF LEGAL COUNSEL OR HAS HAD THE OPPORTUNITY TO OBTAIN SUCH ADVICE IN CONNECTION WITH THE TERMS AND PROVISIONS OF THIS SECTION 11.10. EACH GUARANTOR ACKNOWLEDGES AND AGREES THAT EACH OF THE WAIVERS AND CONSENTS SET FORTH HEREIN ARE MADE WITH FULL KNOWLEDGE OF THEIR SIGNIFICANCE AND CONSEQUENCES, AND THAT ALL SUCH WAIVERS AND CONSENTS HEREIN ARE EXPLICIT AND KNOWING AND WHICH EACH GUARANTOR EXPECTS TO BE FULLY ENFORCEABLE.

(m) Release of Subsidiary Guarantors. Holdings may at any time deliver to the Administrative Agent a certificate from a Responsible Officer of Holdings certifying as of the date of the certificate that, after the consummation of the transaction or series of transactions described in such certificate (which certification shall also state that such transactions, individually or in the aggregate, will be in compliance with the terms and conditions of this Agreement, including to the extent applicable Section 8.02 and Section 8.03, and that no Event of Default existed, exists or will exist, as the case may be, immediately before, as a result of or immediately after giving effect to such transaction or transactions and termination), the Guarantor identified in such certification will no longer be a Subsidiary of Holdings. Effective upon the consummation of the transaction or series of transactions described in such certificate effected in compliance with this Agreement, the Subsidiary identified in such certification shall thereupon automatically cease to be a Guarantor hereunder and shall cease to be a party hereto and shall thereupon automatically be released from its obligations under this Section 11.10 and under the Security Agreement, and all Liens in favor of the Administrative Agent and the Lenders under the Collateral Documents in respect of the property of such Subsidiary shall thereupon terminate. Holdings shall promptly notify the Administrative Agent of the consummation of any such transaction or series of transactions. The Administrative Agent, on behalf of the Lenders, shall, at Holdings' expense, execute and deliver such instruments as Holdings may reasonably request to evidence such release and Lien termination.

(n) Subordination. All payments on account of all indebtedness, liabilities and other obligations of Holdings to each Guarantor, whether created under, arising out of or in connection with any documents or instruments evidencing any credit extensions to Holdings or otherwise, including all principal on any such credit extensions, all interest accrued thereon, all fees and all other amounts payable by Holdings to such Guarantor in connection therewith, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined shall be subject,

subordinate and junior in right of payment and exercise of remedies to the prior payment in full in cash or cash equivalents of the Guaranteed Obligations.

11.11 Replacement of Lenders. If any Lender requests compensation under Section 4.03, or if Holdings is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 4.01, or if any Lender is a Defaulting Lender or if any other circumstance exists hereunder that gives Holdings the right to replace a Lender as a party hereto (including pursuant to Section 11.01(b)), then Holdings may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(i) Holdings shall have paid to the Administrative Agent the assignment fee specified in Section 11.06;

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and L/C Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 4.04) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or Holdings (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 4.03 or payments required to be made pursuant to Section 4.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(iv) such assignment does not conflict with any Requirement of Law.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling Holdings to require such assignment and delegation cease to apply.

11.12 Notification of Addresses, Lending Offices, Etc. Each Lender shall notify the Administrative Agent in writing of any changes in the address to which notices to such Lender should be directed, of addresses of any Lending Office, of payment instructions in respect of all payments to be made to it hereunder and of such other administrative information as the Administrative Agent shall reasonably request.

11.13 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 5.01, this Agreement shall become effective when it shall have been executed by the

Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or by email in pdf format shall be effective as delivery of a manually executed counterpart of this Agreement.

11.14 Severability. Whenever possible, each provision of the Loan Documents shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of any of the Loan Documents shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of such Loan Document, or the validity or effectiveness of such provision in any other jurisdiction.

11.15 No Third Parties Benefited. This Agreement is made and entered into for the sole protection and legal benefit of Holdings, the Company and the other Loan Parties, the Lenders, the Administrative Agent and the Administrative Agent-Related Persons, the Indemnitees and their respective permitted successors and assigns, and no other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any of the other Loan Documents.

11.16 Governing Law; Jurisdiction, Etc.

(a) GOVERNING LAW; SUBMISSION TO JURISDICTION. EXCEPT TO THE EXTENT GOVERNED BY THE BANKRUPTCY CODE, THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAWS PROVISIONS PROVIDED THAT ISSUES WITH RESPECT TO CREATION, PERFECTION OR ENFORCEMENT OF LIENS UNDER ARTICLE 9 OF THE UCC MAY GIVE EFFECT TO APPLICABLE CHOICE OR CONFLICT OF LAW RULES SET FORTH IN ARTICLE 9 OF THE UCC) OF THE STATE OF CALIFORNIA; PROVIDED THAT THE ADMINISTRATIVE AGENT AND THE LENDERS SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW (INCLUDING THE BANKRUPTCY CODE).

IN THE EVENT THE BANKRUPTCY COURT DOES NOT HAVE OR REFUSES TO EXERCISE JURISDICTION WITH RESPECT THERETO, ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE ADMINISTRATIVE AGENT, EACH LENDER, AND EACH LOAN PARTY, CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE ADMINISTRATIVE AGENT, EACH LENDER, AND EACH LOAN PARTY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH

JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO.

(b) WAIVER OF VENUE. HOLDINGS AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (A) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(c) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

11.17 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered in San Francisco, California, by their proper and duly authorized officers as of the day and year first above written.

THE BORROWER

BUILDING MATERIALS HOLDING
CORPORATION

By Mark R. Kailer
Name: Mark R. Kailer
Title: Vice President and Treasurer

THE GUARANTORS

BMC WEST CORPORATION

By Mark R. Kailer
Name: Mark R. Kailer
Title: Vice President and Treasurer

SELECTBUILD CONSTRUCTION, INC.

By Mark R. Kailer
Name: Mark R. Kailer
Title: Vice President and Treasurer

SELECTBUILD NORTHERN CALIFORNIA, INC.

By Mark R. Kailer
Name: Mark R. Kailer
Title: Vice President and Treasurer

C CONSTRUCTION, INC.

By Mark R. Kailer
Name: Mark R. Kailer
Title: Vice President and Treasurer

TWF CONSTRUCTION, INC.

By Mark R. Kailer
Name: Mark R. Kailer
Title: Vice President and Treasurer

H.N.R. FRAMING SYSTEMS INC.

By Mark R. Kailer
Name: Mark R. Kailer
Title: Vice President and Treasurer

SELECTBUILD SOUTHERN CALIFORNIA, INC.

By Mark R. Kailer
Name: Mark R. Kailer
Title: Vice President and Treasurer

SELECTBUILD NEVADA, INC.

By Mark R. Kailer
Name: Mark R. Kailer
Title: Vice President and Treasurer

SELECTBUILD ARIZONA, LLC

By Mark R. Kailer
Name: Mark R. Kailer
Title: Vice President and Treasurer

SELECTBUILD ILLINOIS, LLC

By Mark R. Kailer
Name: Mark R. Kailer
Title: Vice President and Treasurer


ILLINOIS FRAMING, INC.

By Mark R. Kailer
Name: Mark R. Kailer
Title: Vice President and Treasurer

WELLS FARGO BANK, NATIONAL
ASSOCIATION,

as Administrative Agent, L/C Issuer and Lender

By



Name:

Seth D. Moldoff

Title:

Senior Vice President

EXHIBIT C

TO BE PROVIDED

EXHIBIT B

Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

IN RE:

BUILDING MATERIALS HOLDING
CORPORATION, *et al.*,¹

Debtors.

Chapter 11

Case No. 09-12074 (KJC)

Jointly Administered

**INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO
(A) OBTAIN POSTPETITION SECURED FINANCING
AND (B) UTILIZE CASH COLLATERAL, (II) GRANTING LIENS AND
SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS, (III) GRANTING
ADEQUATE PROTECTION TO PREPETITION LENDERS, (IV) MODIFYING
THE AUTOMATIC STAY AND (V) SCHEDULING A FINAL HEARING**

Upon the motion (the "**DIP Motion**"), dated June 16, 2009, of Building Materials Holding Company ("**BMHC**" or the "**Borrower**") and its debtor affiliates, as debtors and debtors in possession (the "**Debtors**") for entry of an order authorizing the Debtors to, among other things:

(i) enter into (a) a Debtor in Possession Credit Agreement (the "**DIP Credit Agreement**"), attached hereto as **Exhibit 1** (as such agreement may be amended or modified from time to time),² by and among, BMHC, the guarantors party thereto (collectively, the "**Guarantors**"), and the other lenders from time to time party thereto (collectively, the "**Lenders**") and Wells Fargo Bank, National Association ("**WFB**"), as the Agent for the

¹ The Debtors, along with the last four digits of each Debtor's tax identification number, are as follows: Building Materials Holding Corporation (4269), BMC West Corporation (0454), SelectBuild Construction, Inc. (1340), SelectBuild Northern California, Inc. (7579), Illinois Framing, Inc. (4451), C Construction, Inc. (8206), TWF Construction, Inc. (3334), H.N.R. Framing Systems, Inc. (4329), SelectBuild Southern California, Inc. (9378), SelectBuild Nevada, Inc. (8912), SelectBuild Arizona, LLC (0036); and SelectBuild Illinois, LLC (0792).

² Each capitalized term used in this Order, but not defined herein, shall have the meaning ascribed to it in the DIP Credit Agreement.

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Lenders (the "**Agent**"); and (b) all other loan documents (together with the DIP Credit Agreement, the "**DIP Loan Documents**");

(ii) borrow, on an interim basis, pursuant to the DIP Loan Documents, postpetition financing in an aggregate principal amount of up to \$40,000,000 (the "**Interim Commitment Amount**") and seek other financial accommodations from the Lenders pursuant to the DIP Credit Agreement, the other DIP Loan Documents, and this Order;

(iii) borrow, on a final basis, pursuant to the DIP Loan Documents, postpetition financing in an aggregate principal amount of up to \$80,000,000 (subject to certain borrowing base and other restrictions as set forth in the DIP Credit Agreement) and seek other financial accommodations from the Lenders pursuant to the DIP Credit Agreement, the other DIP Loan Documents, and this Order;

(iv) grant priming liens, security interests, and mortgages in substantially all of the Debtors' assets (subject to certain exceptions more fully set forth in the DIP Loan Documents and this Order) to secure repayment of the borrowings made under the DIP Loan Documents by, and financial accommodations made to, the Debtors;

(v) grant superpriority administrative expense status to the claims of the Agent and the Lenders under the DIP Loan Documents;

(vi) use the proceeds arising from the DIP Loan Documents in a manner consistent with the terms and conditions of the DIP Loan Documents and this Order;

(vii) use "Cash Collateral" (the "**Cash Collateral**") as such term is defined in section 363(a) of title 11 of the United States Code (the "**Bankruptcy Code**");

(viii) grant, as set forth more fully below, replacement liens and superpriority claims to the Prepetition Lenders (as defined below) only to the extent of any diminution in value

of such Prepetition Lenders' respective interests in property of the Debtors or their estates, as adequate protection for the use of Cash Collateral;

(ix) vacate and modify the automatic stay imposed by section 362 of the Bankruptcy Code to the extent necessary to implement and effectuate the terms and provisions of the DIP Loan Documents and this Order;

(x) pay all amounts contemplated to be paid under the DIP Documents (as defined below), including all fees and expenses set forth therein;

(xi) schedule a hearing (the "**Final Hearing**") to consider entry of a final order (the "**Final Order**") which, among other things, approves, on a final basis, the DIP Documents; and

(xii) waive any applicable stay of the effectiveness of this Order and provide for the immediate effectiveness of this Order.

The Court having considered the DIP Motion, examined the exhibits attached thereto, and having completed an interim hearing (the "**Interim Hearing**") as provided for under section 364 of the Bankruptcy Code and Rule 4001 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and finding the Debtors provided adequate notice to all necessary parties and that no further notice is required:

BASED UPON THE RECORD ESTABLISHED AT THE INTERIM HEARING INCLUDING THE REPRESENTATIONS MADE ON THE RECORD, THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. **Petition Date.** Commencing on June 16, 2009 (the "**Petition Date**"), the Debtors each filed voluntary petitions under chapter 11 of the Bankruptcy Code (the "**Chapter 11 Cases**") with the United States Bankruptcy Court for the District of Delaware (the "**Court**"). The Debtors have continued in the management and operation of their businesses and properties

as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

B. **Jurisdiction and Venue.** This Court has jurisdiction over these proceedings pursuant to sections 157(b) and 1334 of title 28 of the United States Code and over the persons and property affected hereby. This Court's consideration of the DIP Motion constitutes a core proceeding under section 157(b)(2) of title 28 of the United States Code. Venue for these cases and the proceedings regarding the DIP Motion is proper in this district under sections 1408 and 1409 of title 28 of the United States Code.

C. **Committee Formation.** As of the date hereof, the United States Trustee for the District of Delaware (the "**United States Trustee**") has not yet appointed an official committee of unsecured creditors in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (a "**Creditors' Committee**").

D. **The Prepetition Credit Agreement.** BMHC, as borrower, the other Debtors, as guarantors, WFB, as administrative agent (the "**Prepetition Administrative Agent**"), and the lenders party thereto (together with the Prepetition Administrative Agent, the "**Prepetition Credit Agreement Lenders**") are parties to the Second Amended and Restated Credit Agreement, dated as of November 10, 2006 (as amended, the "**Prepetition Credit Agreement**"). The Prepetition Credit Agreement provides for a \$340 million term loan facility maturing November 2011 (the "**Prepetition Term Loan**") and a \$200 million revolving credit facility maturing November 2011 (the "**Prepetition Revolving Credit Facility**"). In addition, the Debtors caused to be issued various letters of credit (the "**Prepetition Letters of Credit**") in favor of certain of the Debtors' creditors. WFB issued the Prepetition Letters of Credit under the terms of the Prepetition Credit Agreement, by which the outstanding Prepetition Letters of Credit

reduce the \$200 million amount available to the Debtors under the Prepetition Revolving Credit Facility.

E. **The Swap Transactions.** The Debtors are party to two ISDA Master Agreements, (a) an ISDA Master agreement with BNP Paribas dated as of April 7, 2004 (along with all schedules, confirmations, and amendments to the same, the "**BNP Paribas Master Agreement**") and (b) an ISDA Master agreement with Suntrust Bank dated as October 10, 2006 (along with all schedules, confirmations, and amendments to the same, the "**Suntrust Bank Master Agreement**" and, together with the BNP Paribas Master Agreement, the "**Prepetition Master Agreements**"). The Prepetition Master Agreements govern multiple Transactions (as defined in the Prepetition Master Agreements) between the parties. For purposes of this Order, the term "**Prepetition Lenders**" shall mean the Prepetition Credit Agreement Lenders, BNP Paribas, and Suntrust Bank, in each case, in their capacities under the Prepetition Master Agreements.

F. **Other Secured Debt.** The Debtors' other long-term secured debt ("**Other Secured Debt**") consists of term notes, equipment notes, and capital leases for equipment that total approximately \$1.3 million. The interest rates on these borrowings vary and the dates of maturity extend through March 2021.

G. **Prepetition Indebtedness and Documents.** For purposes of this Order: (i) the term "**Prepetition Lender Debt**" shall mean all indebtedness and other amounts owed under the Prepetition Credit Agreement and the Prepetition Master Agreements and (ii) the term "**Prepetition Documents**" shall mean the Prepetition Credit Agreement, the Prepetition Security Agreement (as defined below), and the Prepetition Master Agreements, and all other agreements, documents, notes, instruments, and any other agreements delivered pursuant thereto or in

connection therewith.

H. **Prepetition Liens.** To secure the Prepetition Lender Debt, the Debtors granted the Prepetition Lenders valid liens and senior security interests (the "**Prepetition Liens**") upon and in substantially all of the Debtors' property and assets (the "**Prepetition Collateral**"). The Prepetition Credit Agreement is secured pursuant to that certain Third Amended and Restated Security Agreement by and among the Debtors and the Prepetition Administrative Agent, dated as of November 10, 2006 (the "**Prepetition Security Agreement**"), which grants the Prepetition Credit Agreement Lenders a security interest in substantially all of the Debtors' assets. Obligations under the Prepetition Master Agreements, moreover, are secured by the Prepetition Collateral, and the resulting security interests are *pari passu* with that created under the Prepetition Security Agreement.

I. **Debtors' Stipulations.**

Subject to paragraph 6 of this Order, the Debtors acknowledge, represent, stipulate, and agree as follows:

i. In requesting postpetition financing under the DIP Loan Documents, the Debtors acknowledge, represent, stipulate, and agree that in entering into the DIP Loan Documents, and as consideration therefor, that until such time as all non-contingent obligations under the DIP Credit Agreement (the "**DIP Obligations**") are paid in full and the commitments related thereto are terminated in accordance with the terms of the DIP Loan Documents, the Debtors shall not in any way grant, seek to grant, or cause to be granted any lien and/or claim that is senior to or *pari passu* with any of the liens, security interests, and claims provided under this Order to the Agent or the Lenders, including, without limitation, by offering a subsequent lender or any other party a superior or *pari passu* lien or claim pursuant to

Bankruptcy Code section 364(d), or otherwise, except with respect to the Permitted Priority Liens³ and the Carve-Out (as defined herein). Nothing herein is intended to limit the Debtors' ability to pay off in full the DIP Obligations through alternative financing.

ii. The Debtors acknowledge, represent, stipulate, and agree that as of the Petition Date (A) the aggregate unpaid principal amount of the Prepetition Lender Debt is approximately \$310.3 million and the outstanding face amount of all undrawn letters of credit under the Prepetition Credit Agreement of approximately \$112.5 million, exclusive of accrued but unpaid interest, fees, costs, and expenses incurred, or anticipated to be incurred, in connection therewith, as provided under the Prepetition Credit Agreement and/or the Prepetition Master Agreements; (B) all of the Prepetition Lender Debt under the Prepetition Credit Agreement is unconditionally due and owing by the Debtors to the Prepetition Credit Agreement Lenders; (C) all claims in respect of the Prepetition Lender Debt are not subject to any avoidance, reductions, disallowance, set off, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, or any other challenges under the Bankruptcy Code or any other applicable law or regulation; and (D) the Debtors have waived, discharged, and released any right they may have to challenge any of the Prepetition Lender Debt and the security for those obligations and to assert any offsets, defenses,

³ For the purposes of this Order, "**Permitted Priority Liens**" shall mean, among others, certain prepetition liens for taxes, fees, assessments or other governmental charges which are not delinquent or remain payable without penalty, or which are being contested in good faith and by appropriate proceedings, if adequate reserves in accordance with GAAP are maintained by BMHC or such subsidiary, which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto; carriers', warehousemen's, mechanics', landlords', materialmen's, repairmen's or other similar liens arising in the ordinary course of business which are not delinquent or which are being contested in good faith and by appropriate proceedings, if adequate reserves in accordance with GAAP are maintained by BMHC or such subsidiary, which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto; liens (other than any lien imposed by ERISA and other than on the Collateral) consisting of pledges or deposits required in the ordinary course of business in connection with workers' compensation, unemployment insurance and other social security legislation; and easements, rights of way, restrictions and other similar encumbrances incurred in the ordinary course of business which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the businesses of BMC and its subsidiaries.

claims, objections, challenges, causes of action, and/or choses of action against the Prepetition Administrative Agent and the Prepetition Lenders and any of their respective affiliates, parents, subsidiaries, agents, attorneys, advisors, professionals, officers, directors, and employees; provided, however, that the Debtors' waiver, discharge, and release under this paragraph shall only relate to claims and security arising under or related to the Prepetition Documents.

iii. The Debtors acknowledge, represent, stipulate, and agree that as of the Petition Date and immediately prior to giving effect of this Order, the Prepetition Documents are valid and binding agreements and obligations of the Debtors and the Prepetition Liens (A) constitute valid, binding, enforceable, and first-priority properly perfected security interests and liens on the Prepetition Collateral; and (B) are not be subject to avoidance, reductions, disallowance, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaims, cross-claims, defenses, or any other challenges under the Bankruptcy Code or any other applicable law or regulation by any person or entity.

J. **Notice.** The Interim Hearing was held in accordance with Bankruptcy Rule 4001 and Local Rule 4001-2. Notice of the Interim Hearing and the relief requested in the DIP Motion was provided by the Debtors on June 16, 2009, whether by telecopy, email, overnight courier, or hand delivery, to parties-in-interest, including: (i) the Office of the United States Trustee; (ii) the Securities and Exchange Commission; (iii) the Internal Revenue Service; (iv) WFB, as Agent and Prepetition Administrative Agent; (v) BNP Paribas; (vi) Suntrust Bank; (vii) the parties listed on the Debtors' list of thirty (30) largest unsecured creditors; and (viii) counsel to the Agent and Prepetition Administrative Agent. Such notice of the Interim Hearing and the relief requested in the DIP Motion is due and sufficient notice and complies with sections 102(1) and 364 of the Bankruptcy Code; Bankruptcy Rules 2002, 4001(c), 4001(d); and

the Local Rules.

K. **Need for Postpetition Financing.** Entry of this Order is necessary to prevent substantial harm to the Debtors' estates that would otherwise result if the Debtors fail to obtain the financing contemplated herein to preserve the Debtors' assets and continue their operations. The Debtors' businesses have an immediate need to obtain the postpetition financing under the DIP Loan Documents in order to permit, among other things, the orderly continuation of the operation of their businesses, to maintain business relationships with vendors, suppliers, and customers, to make payroll, to make capital expenditures and to satisfy other working capital and operational, financial, and general corporate needs. The Debtors will suffer substantial harm unless this Court immediately authorizes the Debtors to obtain loans and other financial accommodations from the Lenders in accordance with the terms of this Order, the DIP Loan Documents, and any other documents, instruments, or agreements related thereto or delivered or executed in connection therewith (the DIP Loan Documents, together with such documents, instruments, and agreements, the "**DIP Documents**").

L. **No Comparable Credit Available on More Favorable Terms.** The Debtors have made reasonable efforts, under the circumstances, to locate financing of the type contemplated by this Order, and the Court expressly finds that the Debtors are unable to obtain, in the ordinary course of business or otherwise, financing of the type contemplated herein on an unsecured basis. Specifically, the Debtors have been unable to obtain unsecured credit allowable under sections 364(a), 364(b), 364(c)(1), and 503(b)(1) of the Bankruptcy Code as an administrative expense. The Debtors are also unable to obtain secured credit, allowable under Bankruptcy Code sections 364(c) and 364(d), on more favorable terms and conditions than those provided in the DIP Documents and this Order.

M. **Lenders' Requirements.** The Lenders are willing to lend money and provide other financial accommodations to the Debtors only on the terms and conditions and with the protections provided herein and in the DIP Documents and are relying on such terms, conditions, and protections in agreeing to lend money and provide financial accommodations to the Debtors hereunder.

N. **Use of Cash Collateral.** The Debtors also require the use of Cash Collateral to operate their business. Without the use of Cash Collateral, the Debtors will not be able to meet their cash requirements for working capital needs. The Agent and the Lenders consent to the use of their Cash Collateral under the Prepetition Credit Agreement on the terms and conditions, and for the purposes, specified herein and in the DIP Loan Documents. The adequate protection provided herein and other benefits and privileges contained herein are consistent with and authorized by the Bankruptcy Code and are necessary in order to obtain such consent or non-objection of such parties and to adequately protect non-consenting parties' interests in the Prepetition Collateral.

O. **Good Cause.** The ability of the Debtors to obtain sufficient working capital and liquidity and use of Cash Collateral under this Order and the DIP Loan Documents is vital to the Debtors' estate and creditors. The liquidity to be provided pursuant to the receipt of the Interim Commitment Amount and through the use of Cash Collateral will enable the Debtors to continue to operate their businesses in the ordinary course and preserve the value of the Debtors' businesses. The Debtors' estate will be immediately and irreparably harmed if this Order is not entered. Good Cause has, therefore, been shown for the relief sought in the DIP Motion, as modified herein.

P. **Good Faith.** The terms and conditions of the use of Cash Collateral and

the DIP Documents have been negotiated in good faith and at arms' length by all parties involved and reflect the Debtors' exercise of prudent business judgment, and the Agent and the Lenders and the Debtors have offered sufficient proof thereof. Accordingly, the Court expressly finds that the terms of this Order and the DIP Documents have been extended in good faith and that any credit extended, loans to be made, or other financial accommodations granted to the Debtors pursuant to this Order and the DIP Documents shall, in each case, be deemed to be extended in good faith, as that term is used in section 364(e) of the Bankruptcy Code.

Q. **506(c) and 552(b) Waivers.** In light of the Lenders' agreement to subordinate their liens and superpriority claims to the Carve-Out and the Permitted Priority Liens, as applicable, upon entry of a Final DIP Order providing for such relief, the Lenders and the Prepetition Lenders are entitled to a waiver of (i) the provisions of section 506(c) of the Bankruptcy Code and (ii) any "equities of the case" claims under section 552(b) of the Bankruptcy Code, in each case, in respect of the DIP Documents.

R. **Immediate Entry of the Order.** The Debtors have requested that this Order become immediately effective and enforceable upon entry pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). The DIP Motion and this Order comply with Local Rule 4001-2. The Debtors have demonstrated good cause for the entry of this Order and for this Order to become immediately effective and enforceable upon entry. Among other things, entry of this Order and the immediate effectiveness and enforceability of this Order upon entry will minimize the disruption of the Debtors' business operations and permit the Debtors to satisfy their operating expenses, will increase the potential for confirmation of a successful chapter 11 plan for the Debtors, and are in the best interests of the Debtors, their creditors, and the Debtors' estates. The terms of the borrowings and other financial accommodations authorized hereby are fair and

reasonable under the circumstances and reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties.

S. **Entitlement to Adequate Protection.** As a result of the grant of the DIP Liens, subordination to the DIP Liens, the Permitted Priority Liens, and the Carve-Out, the use of the Prepetition Collateral authorized herein, and the imposition of the automatic stay under section 362 of the Bankruptcy Code, the Prepetition Lenders are entitled to adequate protection only to the extent of the diminution of the value of the Prepetition Collateral, pursuant to sections 361, 362, and 363 as set forth herein. The Debtors have agreed, in the exercise of their sound business judgment, to provide adequate protection to the Prepetition Lenders on the terms and conditions set forth in this Order, which terms and conditions are fair and reasonable and were negotiated in good faith and at arms' length.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. **Motion Granted.** The DIP Motion is granted on an interim basis in accordance with the terms and conditions set forth in this Order and the DIP Documents. Any objections and reservations of rights included therein, to the extent not withdrawn with prejudice, settled, or resolved are hereby overruled on the merits. This Order shall be valid, binding on all parties in interest, and fully effective immediately upon entry notwithstanding the possible application of Bankruptcy Rules 6004(h), 7062, and 9014.

2. **Authorization.**

(a) Upon execution and delivery of the DIP Credit Agreement and the other DIP Documents and provided that the Debtors are not in default under the terms of this Order, the Debtors shall be and hereby are authorized to borrow money and seek other financial accommodations on an interim basis, in the aggregate principal amount of up to the Interim

Commitment Amount, from the Lenders on the terms and conditions contained in this Order and the DIP Documents. To effectuate and evidence the terms and conditions of the borrowings and extensions of credit and other financial accommodations to be made to the Debtors by the Lenders pursuant to the terms of this Order, the Debtors are hereby authorized and directed to (i) enter into the DIP Credit Agreement substantially in the form appended as **Exhibit 1** hereto and any other DIP Documents that may be entered into in connection with the DIP Credit Agreement, and (ii) repay a limited portion, \$4.0 million, of the amount owing under the Prepetition Revolving Credit Facility (as described in greater detail below).

(b) Subject to the terms of this Order and the DIP Documents, the Debtors are authorized and directed to use Cash Collateral in which the Prepetition Administrative Agent and/or the Prepetition Lenders may have an interest, in accordance with the terms, conditions, and limitations set forth in this Order and/or the DIP Loan Documents, without further approval by this Court. Any dispute in connection with the use of Cash Collateral in accordance with the DIP Loan Documents and this Order shall be heard by this Court.

3. **Enforceable Obligations.** Upon execution and delivery of the DIP Credit Agreement and the other DIP Documents, such agreements and documents shall constitute valid and binding obligations of the Debtors, enforceable against the Debtors, their estates, and any successors thereto and their creditors in accordance with their terms.

4. **Superpriority Administrative Claim Status.** The Agent, for the benefit of itself and the Lenders, is hereby granted an allowed superpriority expense claim (the "**Superpriority Claim**") against the Borrower and each Guarantor pursuant to section 364(c)(1) of the Bankruptcy Code, with priority over all other costs and expenses of the kinds specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 363, 364, 503(b), 506(c)

(upon entry of a Final DIP Order providing for such relief), 507(a), 507(b), 546, 726 (to the extent permitted by applicable law), 1113, and 1114 of the Bankruptcy Code, subject and subordinate only to the Carve-Out, and at all times, senior to the rights of the Debtors or any successor trustee, examiner, or responsible person, and not subject to subordination, impairment, or avoidance, in the Chapter 11 cases and in any successor case or proceeding under the Bankruptcy Code or otherwise.

5. **Post-Petition Liens.** Upon entry of this Order, the Agent and the Lenders shall be and hereby is granted, as of the date hereof, valid, perfected, enforceable, and non-avoidable first priority priming liens on and senior security interests (the "**DIP Liens**") in all of the property, assets, or interests in property or assets of BMHC and each Guarantor, of any kind or nature whatsoever, real or personal, now existing or hereafter acquired or created (including all property of the estate (within the meaning of the Bankruptcy Code), all accounts, deposit accounts, money, letter of credit rights, commercial tort claims, inventory, contract rights, instruments, documents, chattel paper, general intangibles, machinery and equipment, real property, leases, capital stock or other equity interests in any subsidiary, intercompany claims, and investment property, and all other causes of action arising under the Bankruptcy Code or otherwise, and all proceeds, rents, products, and profits of any of the foregoing) (the "**Collateral**"), which DIP Liens shall not be subject to subordination, impairment, or avoidance, for all purposes in the Chapter 11 Cases and any successor case or proceeding under the Bankruptcy Code or otherwise; provided, however, that "Collateral" shall not include: (i) any agreements, contracts, permits, or licenses only if and to the extent that the granting of a lien as contemplated hereby would (A) constitute a violation of a restriction in favor of a third party on such grant, (B) give any other party to such contract, instrument, license, license agreement, or

other document the right to terminate its obligations thereunder, or (C) violate any law (other than (but only in respect of agreements or contracts not constituting a document evidencing a Capital Lease or purchase money obligation) to the extent that any such term described in the preceding clauses (A), (B) or (C) would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the UCC (or any successor provision or provisions)) ("**Excluded Contracts and Leases**"; provided, further, that any agreement, contract, permit or license that does not constitute "Collateral" pursuant to this sentence shall immediately become "Collateral," and the Loan Parties, as applicable, shall be deemed to have granted a lien therein, from and after such time as the other party to such agreement, contract, permit or license consents to the grant of a Lien in such agreement, contract, permit or license in favor of the Collateral Agent or the prohibition against granting a lien therein otherwise ceases to be effective; and provided, further, that with respect to Excluded Contracts and Leases, Collateral shall include the proceeds from the disposition of Excluded Contracts and Leases whether now or hereafter arising, whether tangible or intangible, and wherever located; (ii) any equipment subject to certain long-term secured debt consisting of the term notes, equipment notes and capital leases set forth on Part I of Schedule 1.01A of the DIP Credit Agreement and any other equipment in which any Loan Party has rights if and for so long as the grant of a security interest therein shall constitute or result in a breach or termination pursuant to the terms of, or a default under, any capital lease or purchase money agreement entered into in connection with the acquisition or financing of such equipment; provided, however, that such security interest shall attach immediately at such time as the term restricting the attachment of a security interest in such equipment is no longer operative or the attachment of a security interest in such equipment would not constitute or result in a breach or termination pursuant to the terms of, or a default under, the capital lease or purchase money

agreement governing such equipment; (iii) any trademark applications filed in the United States Patent and Trademark Office on the basis of a Loan Party's "intent-to-use" such trademark to the extent that granting a security interest in such trademark application prior to such filing would adversely affect the enforceability or validity or result in the voiding of such trademark application, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Collateral; (iv) any Avoidance Actions; (v) the insurance-related cash collateral accounts set forth on Schedule 1.01B of the DIP Credit Agreement *and any other paid loss deposit funds held by ALE American Insurance Company and its affiliates* the aggregate balances of which shall not exceed \$4,000,000 at any point in time without the prior written consent of the Administrative Agent; or (vi) the real property set forth on Part II of Schedule 1.01A of the DIP Credit Agreement.⁴

(a) Senior Lien Priority. The DIP Liens shall not at any time be (i) made subject or subordinate to, or made *pari passu* with any other lien, security interest, or claim existing as of the Petition Date, or created under Bankruptcy Code sections 363 or 364(d) or otherwise other than the Permitted Priority Liens and the Carve-Out or (ii) made subject to any lien or security interest that is avoided and preserved for the benefit of the Debtors' estate under Bankruptcy Code section 551.

(b) Perfection of Postpetition Liens. The Agent and the Lenders shall not be required to file or record financing statements, mortgages, notices of liens, or other documents in any jurisdiction or take any other action in order to validate, perfect, or establish the priority of the DIP Liens granted to them by this Order or the DIP Loan Documents. The

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For the avoidance of doubt, the Collateral shall not include equipment and other assets pledged as collateral with respect to the Other Secured Debt.

DIP Liens granted in this Order and in the DIP Loan Documents to secure repayment of any of the DIP Obligations are deemed perfected hereby and no further notice, filing, or other act shall be required to effect such perfection. If the Agent and the Lenders shall, in their sole discretion, choose to file (in accordance with the terms and conditions set forth in the DIP Loan Documents) financing statements, mortgages, or other documents or otherwise confirm perfection of such security interests, liens, and mortgages, the Agent and the Lenders are authorized (to the extent not prohibited by the DIP Loan Documents) to effect such filings and recordings and all such financing statements, mortgages, or similar documents shall be deemed to have been filed or recorded at the time and on the date of entry of this Order. The automatic stay imposed by section 362(a) of the Bankruptcy Code shall not limit the right of the Agent or the Lenders to take such steps as it determines in its discretion are necessary or desirable to perfect any of the DIP Liens, even absent an event of default under the DIP Facility. A photocopy of this Order may, in the discretion of the Lenders and the Agent, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, notices of lien, or similar instruments, and all filing offices are directed hereby to accept such copy of this Order for filing and recording.

(c) Term. The DIP Liens, Superpriority Claim, and other rights and remedies granted under this Order to the Agent and the Lenders shall continue in the Chapter 11 Cases and any successor case or proceeding under the Bankruptcy Code or otherwise, and such liens and security interests shall maintain their first priority as provided in this Order until all the DIP Obligations have been paid in full and the Lenders' commitments have been terminated in accordance with the DIP Loan Documents.

6. **Challenge Period.**

(a) **Challenge Period Deadline.** Any non-Debtor party-in-interest with standing (including any Creditors' Committee) shall have until ninety (90) days from the Petition Date or such later date (i) consented to by the Prepetition Administrative Agent or (ii) ordered by this Court (the "**Challenge Period Deadline**") to file/initiate an adversary complaint or a contested matter with this Court (i) challenging the amount, validity, enforceability, extent, or priority of the Prepetition Lender Debt or the Prepetition Liens or (ii) otherwise asserting any other claims or causes of action against the Prepetition Lenders (and their successors and assigns, if applicable) (a "**Challenge**") arising out of the Prepetition Master Agreements or the Prepetition Credit Agreement, and/or the prepetition activities of the Prepetition Administrative Agent or any of the Prepetition Lenders (and/or its and/or their successors and assigns, if applicable). Any Challenge may be filed in the name of the Debtors without leave of the Court, upon three (3) days prior written notice to the Debtors and the Prepetition Administrative Agent.

(b) **Failure to File or Successfully Prosecute a Challenge.** To the extent that (i) a Challenge is not filed by the Challenge Period Deadline (or such other later date as may be extended by the written consent of the Prepetition Administrative Agent, acting on the instruction of the Majority Lenders, with respect to the Prepetition Credit Agreement, or BNP Paribas or Sun Trust, with respect to their respective Prepetition Master Agreements) by any statutory committee or such other non-Debtor party or (ii) if a Challenge is so filed and the Prepetition Administrative Agent or any of the Prepetition Lenders (and/or its and/or their successors and assigns, if applicable) ultimately prevails in its defense thereof pursuant to a non-appealable order: (A) the Prepetition Lender Debt shall constitute allowed claims for all purposes in the Debtors' bankruptcy proceedings and shall not be subject to avoidance, reduction,

recovery, set off, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), counterclaim, cross-claim, defense, or any other challenge under the Bankruptcy Code or any other applicable federal, state, or local law or regulation by any person or entity (including, without limitation, any receiver, administrator, trustee, successor trustee, examiner, or responsible person in the Chapter 11 Cases and any successor case or proceeding under the Bankruptcy Code or otherwise); (B) the Prepetition Liens shall be deemed legal, valid, binding, enforceable, perfected, and otherwise unavoidable first priority liens and security interests, as of the Petition Date, and, except as set forth in this Order, shall not be subject to any claim (as such term is defined in the Bankruptcy Code), counterclaim, cross-claim, defense, avoidance, reduction, recovery, set off, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), or any other challenge under the Bankruptcy Code or any other applicable federal, state, or local law or regulation, by any person or entity (including, without limitation, any receiver, administrator, trustee, successor trustee, examiner, or responsible person in the Chapter 11 Cases and any successor case or proceeding under the Bankruptcy Code or otherwise); (C) each Debtor shall be deemed to have irrevocably waived and released any and all "claims" (as such term is defined in the Bankruptcy Code), counterclaim, cross-claims, causes of action, defenses, offsets, and set off rights against the Prepetition Administrative Agent and each of the Prepetition Lenders, in their respective capacities as Prepetition Administrative Agent and/or Prepetition Lender, and not in any other capacity or in respect of any other relationship it or they may have, or have had, with the Debtors, whether arising at law or in equity, including, without limitation, those asserting avoidance, reduction, recovery, set off, offset, recharacterization, subordination (whether equitable, contractual, or otherwise), or any other

challenge arising under or pursuant to the Bankruptcy Code or any other applicable federal, state, or local law or regulation.

(c) To the extent a Challenge is timely filed on or before the Challenge Period Deadline (or any amendment to such Challenge, as may be allowed thereafter), all claims and actions respecting the Prepetition Lender Debt or the Prepetition Liens or against the Prepetition Lenders shall be deemed, immediately and without further notice, motion or application to, order of, or hearing before, this Court, to have been forever relinquished, discharged, released, and waived as to (i) each such party filing such Challenge, except with respect to claims and actions that are expressly asserted in the Challenge (or any amendment to such Challenge as may be allowed thereafter) and (ii) all other parties that failed to file such Challenge.

7. **Adequate Protection Parties.** The Debtors acknowledge and stipulate that the Prepetition Lenders are entitled, pursuant to sections 361, 363(e), and 364 of the Bankruptcy Code, to adequate protection of their interests in their Prepetition Collateral, including the Cash Collateral, only for and equal in amount to the aggregate diminution in the value of the Prepetition Lenders' interest in the Prepetition Collateral. Pursuant to the terms and conditions of this Order and the DIP Loan Documents, upon the execution and delivery of the DIP Credit Agreement and the other DIP Loan Documents, and provided that no Debtor is in default of the terms and conditions of this Order and the DIP Loan Documents, each Debtor is authorized to use all Cash Collateral for the operation of their respective businesses in accordance with the DIP Loan Documents. As adequate protection, the applicable Prepetition Lenders are hereby granted the following (collectively, the "**Adequate Protection Obligations**"):

(a) Adequate Protection Liens. Pursuant to Bankruptcy Code section 361, 363(e), and 364(d), as adequate protection of the interests of the Prepetition Lenders in the Prepetition Collateral against any diminution in value of such interests in the Prepetition Collateral on account of (i) depreciation, physical deterioration, use, sale, loss, or decline in market value, (ii) the granting of the DIP Liens, (iii) the Debtors' use of Cash Collateral and other Prepetition Collateral, and (iv) the imposition of the automatic stay, the Debtors hereby grant to the Prepetition Lenders, continuing valid, binding, enforceable, and perfected postpetition security interests in and liens on the Collateral (the "**Replacement Liens**") and not subject to subordination, impairment, or avoidance in the Chapter 11 Cases and any successor case or proceeding under the Bankruptcy Code or otherwise. The Replacement Liens shall be junior in priority only to: (i) Permitted Priority Liens; (ii) the DIP Liens; (iii) the Carve-Out; and (iv) the Prepetition Liens on the Prepetition Collateral. The Replacement Liens shall be senior to all other security interests in, liens on, or claims against any of the Prepetition Collateral.

(b) Adequate Protection Claim. As further adequate protection of the interests of the Prepetition Lenders in the Prepetition Collateral against any diminution in value of such interests in the Prepetition Collateral on account of (i) depreciation, physical deterioration, use, sale, loss, or decline in market value, (ii) the granting of the DIP Liens, (iii) the Debtors' use of Cash Collateral and other Prepetition Collateral, and (iv) the imposition of the automatic stay, the Prepetition Lenders are hereby granted as and to the extent provided by Bankruptcy Code section 507(b) an allowed superpriority administrative expense claim in the Chapter 11 Cases (the "**Adequate Protection Priority Claims**") not subject to subordination, impairment, or avoidance in the Chapter 11 Cases and any successor case or proceeding under the Bankruptcy Code or otherwise. Except as set forth herein, the Adequate Protection Priority

Claims shall have priority over all administrative expense claims and unsecured claims against the Debtors or their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to Bankruptcy Code sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 506(c) (upon entry of a Final Order, providing for such relief), 507(a), 507(b), 546(c), 546(d), 726 (to the extent permitted by law), 1113, and 1114; provided, however, that the Adequate Protection Priority Claims shall be junior in priority to the Superpriority Claim and the Carve-Out.

(c) As further adequate protection for the use of the Prepetition Collateral (including Cash Collateral) by the Debtors, and in accordance with Bankruptcy Code sections 361, 363(e), and 364(d), the Prepetition Lenders shall receive, as applicable, from the Debtors:

(i) Fees and Expenses. The Debtors are authorized and directed to pay the reasonable fees and expenses incurred by counsel, financial advisors and other professionals and consultants (to the extent that such other professionals and consultants are provided for under the Prepetition Credit Agreement) retained by the Prepetition Administrative Agent in connection with the Chapter 11 Case (the "**Prepetition Administrative Agent's Professional Costs**"), subject to the same invoice and objection procedures set forth in paragraph 15(j) below for the payment of the professional fees of the Agent and the Lenders; provided, however, that (subject to entry of a Final Order) upon the Debtors' payment of the Prepetition Lender Debt in full, the Debtors shall no longer be obligated under this paragraph 7(c)(i) to reimburse the Prepetition Administrative Agent for the Prepetition Administrative Agent Professional Costs.

(ii) Accrual of Interest and Other Amounts. To the extent allowable under section 506(b) of the Bankruptcy Code, the Debtors shall accrue interest on the

Prepetition Lender Debt at the default contractual rate until such time as the Prepetition Lender Debt is paid in full.

(iii) Continuation of Liens. The Prepetition Lender shall retain continuing liens on all of the Prepetition Collateral until repayment in full of the Prepetition Lender Debt.

(d) Consent to Priming and Adequate Protection. The Agent and Lenders, acting as the Prepetition Administrative Agent and Prepetition Lenders under the Prepetition Credit Agreement, consent to the adequate protection and the priming provided for herein; provided, however, that the consent of the Agent and the Lenders to the priming, the use of Cash Collateral, and the sufficiency of the adequate protection provided for herein is expressly conditioned upon the entry of this Order, and such consent shall not be deemed to extend to any other replacement financing or debtor in possession financing other than such provided under the DIP Loan Documents; and provided, further, that such consent shall be of no force and effect in the event this Order is not entered and the DIP Loan Documents are not approved.

8. Carve-Out. The Lenders agree that the DIP Liens, the Adequate Protection Liens, and the Superpriority Claim shall be subject to: (i) any unpaid fees due to the United States Trustee pursuant to 28 U.S.C. Section 1930 of the United States Code or otherwise and any fees due to the clerk of the Bankruptcy Court, (ii) the reasonable fees and expenses approved by the Bankruptcy Court incurred by a trustee under section 726(b) or 1104 of the Bankruptcy Code in an aggregate amount not to exceed \$100,000, (iii) the reasonable expenses of members of any statutory committee appointed in the Bankruptcy Cases (excluding fees and expenses of professional persons employed by such committee members individually) in an amount not to exceed \$50,000, (iv) to the extent allowed at any time, all unpaid fees and

expenses allowed by the Bankruptcy Court of professionals or professional firms retained pursuant to section 327, 330, 363, or 1103 of the Bankruptcy Code (the "**Professional Persons**") that were incurred or accrued through the date upon which BMHC receives from the Agent a notice of an Event of Default, and (v) after the date upon which BMHC receives from the Agent notice of an Event of Default, to the extent allowed at any time, the payment of the fees and expenses of Professional Persons in an aggregate amount not to exceed \$500,000; provided, however, that: (1) the dollar limitations in clause (v) above on fees and expenses shall not be reduced by the amount of any compensation or reimbursement of expenses incurred by or paid to any Professional Person prior to the notifications of BMHC by the Agent of the occurrence of an Event of Default in respect of which the Carve-Out is invoked or by any fees, expenses, indemnities, or other amounts paid to any Agent, the Lenders, or their respective attorneys or agents under the DIP Credit Agreement or otherwise, and (2) to the extent the dollar limitation in clause (v) on fees and expenses is reduced by an amount as a result of payment of such fees and expenses during the continuation of an Event of Default, and such Event of Default is subsequently cured or waived, such dollar limitation shall be increased by an amount equal to the amount by which it has been so reduced (the amount of all such permitted uses being defined herein as the "**Carve-Out**").

9. **Authorization to Use Proceeds of DIP Loan Documents and Cash Collateral.** To the extent that the Lenders make advances or extend credit on an interim basis, under this Order and the DIP Credit Agreement, the Debtors shall use such loans, and shall otherwise use their Cash Collateral and other assets, solely in a manner that is consistent with the terms of this Order and the DIP Loan Documents, including, without limitation, to repay \$4,000,000 owed under the Prepetition Revolving Credit Facility.

10. **Limitations on the Use of Proceeds.** No proceeds of loans or other financial accommodations made by the Lenders hereunder, and no Cash Collateral, may be used to compensate services rendered or expenses incurred in connection with, directly or indirectly, (i) the filing and prosecution of a Challenge; provided, however, up to \$50,000 in the aggregate of Cash Collateral and advances under the DIP Facility may be used by any statutory committee respecting an investigation of the validity, enforceability, extent, or priority of the Prepetition Lender Debt or the Prepetition Liens; (ii) the modification, stay, or amendment of this Order without the consent of the Agent; or (iii) a violation, breach, or default of this Order or any of the DIP Documents, including, without limitation, any claim or action the purpose of which is to seek or the result of which would be to obtain any relief (a) objecting to or contesting the validity, extent, amount, perfection, priority, or enforceability, in whole or in part, any of the DIP Obligations or the DIP Liens in the Collateral or (b) preventing, hindering, or otherwise delaying, whether directly or indirectly, the Lenders' or the Agent's assertion, enforcement, or realization upon any Collateral as permitted by this Order or such documents.

11. **Sale of the Collateral and Resulting Proceeds.** Any proceeds of the sale, lease, or other disposition of the Collateral shall be applied in the manner consistent with this Order and the terms of the DIP Loan Documents, and the Debtors hereby irrevocably waive any right to direct the manner or application of any payments to the Lenders or any other receipts by the Lenders of proceeds of the Collateral contrary to the provisions of the DIP Loan Documents. Without the consent of the Agent (acting upon the instruction of the Majority Lenders), the Debtors may not sell any Collateral unless the proceeds of the sale of the Collateral are applied in accordance with the terms of the DIP Credit Agreement.

12. **Enforcement of Remedies.** At any time after the occurrence and during the continuance of any Event of Default, without further order of, application to, or action by this Court, the Agent may or shall, upon instructions from the Majority Lenders as defined in the DIP Credit Agreement, by written notice to BMHC (i) terminate all commitments under the DIP Credit Agreement and Debtors' authorization to use Cash Collateral, (ii) require that BMHC cash collateralize the L/C Obligations in an amount equal to the then effective amount of the L/C Obligations; (iii) declare all or a portion of the outstanding DIP Obligations owed to the Lenders and payable by BMHC to be immediately due and payable without presentment, demand, protest, or any other notice of any kind, all of which are hereby expressly waived; and/or (iv) subject to the giving of three business days notice to Borrower, the United States Trustee and any statutory committee, the automatic stay under section 362 of the Bankruptcy Code shall be deemed automatically vacated and the Agent and the Lenders shall be entitled to exercise all of their respective rights and remedies under the DIP Loan Documents.

13. **Reliance by Lender.** The Debtors shall not seek to modify, vacate, or amend this Order without the written consent of the Agent (acting at the direction of the Majority Lenders). If any or all of the provisions of this Order are hereafter modified, vacated, or stayed by subsequent order of this or any other Court, such stay, modification, or vacation shall not affect the validity of any debt to the Lenders incurred pursuant to this Order or the DIP Documents prior to the later of (i) the effective date of such stay, modification, or vacation and (ii) receipt of written notice thereof by counsel to the Agent at the addresses set forth in section 11.2 of the DIP Credit Agreement (the "**Effective Time**"), or otherwise affect the validity and enforceability of any DIP Lien or priority authorized hereby. Notwithstanding any such stay, modification, or vacation, any advances of funds made pursuant to this Order by the Lenders to

or for the benefit of the Debtors prior to the Effective Time shall be governed in all respects by the original provisions of this Order.

14. **Good Faith.** The Court has considered and determined the matters addressed in this Order pursuant to its power under section 364(c) of the Bankruptcy Code. Subject to entry of a Final Order, each of the terms and conditions of the DIP Documents, as part of an authorization under such section, is subject to the protections contained in section 364(e) of the Bankruptcy Code.

15. **Miscellaneous.**

(a) **Section 364 Waiver.** In consideration of the financing and other accommodations made available pursuant hereto, the Debtors irrevocably waive any right to: (i) grant or impose, or request that the Court grant or impose, under section 364 of the Bankruptcy Code or otherwise, liens, security interests, or mortgages on any property, equal or superior to the priority of the DIP Liens, except as provided under the Permitted Priority Liens, the Carve-Out, and the DIP Loan Documents (including the Adequate Protection Obligations); and (ii) seek authority to use Cash Collateral as defined in section 363 of the Bankruptcy Code other than as permitted by this Order, the DIP Credit Agreement, and the other DIP Loan Documents. Such waiver shall be binding upon any successor trustee, examiner, or responsible person in the Chapter 11 Cases or any successor case or proceeding under the Bankruptcy Code or otherwise. Nothing herein is intended to limit the Debtors' ability to pay off in full the DIP Obligations through alternative financing.

(b) **Modification of the Automatic Stay.** Subject solely to any requirement of the giving of notice by the terms of this Order or the Final Order, the automatic stay provided in section 362 of the Bankruptcy Code shall be deemed automatically vacated without further

action or order of the Court, and the Administrative Agent and the Lenders, upon three (3) Business Days' written notice to BMHC, the United States Trustee, and the any statutory committee appointed in the Chapter 11 Cases, shall be entitled to exercise all of their respective rights and remedies under the DIP Loan Documents, including all rights and remedies with respect to the Collateral and the Guarantors. The Debtors and/or the Creditors' Committee shall have the initial burden of proof at any hearing on any request by the Debtors and/or the Creditors' Committee to re-impose or continue the automatic stay as provided herein. This Court shall retain exclusive jurisdiction to hear and resolve any disputes and enter any orders required by the provisions of this paragraph and relating to the application, re-imposition or continuance of the automatic stay as provided hereunder.

(c) Prohibitions In the Event of Dismissal of Any of the Cases. Except to the extent provided in the DIP Loan Documents, the Debtors shall not seek dismissal of any of the Chapter 11 Cases unless and until all of the DIP Obligations shall have been finally paid in full. If an order dismissing any of the Chapter 11 Cases of the Debtors under section 1112 of the Bankruptcy Code or otherwise is at any time entered: (i) the priority claims and DIP Liens granted to the Agent pursuant to this Order and the DIP Loan Documents in the Collateral of such Debtor shall continue in full force and effect and shall maintain their priorities as provided in this Order until the DIP Obligations shall have been finally paid in full; (ii) this Court shall retain jurisdiction, notwithstanding such dismissal, for purposes of interpreting this Order; and (iii) such order shall not modify the rights granted to the Agent and Lenders pursuant to this paragraph.

(d) Section 552(b) Waiver. Upon entry of Final DIP Order providing for such relief, the Agent, the Lenders, the Prepetition Administrative Agent, and the Prepetition

Lenders shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Agent and the Lenders with respect to proceeds, product, offspring, or profits of any of the Collateral.

(e) Section 506(c) Waiver. Upon entry of Final Order providing for such relief, no costs or expenses of administration shall be imposed against the Agent, the Lenders, the Prepetition Administrative Agent, the Prepetition Lenders, the DIP Obligations, the Prepetition Indebtedness, the Collateral, or the Prepetition Collateral under section 506(c) of the Bankruptcy Code or otherwise, and no action or inaction on the part of the Agent, the Lenders, the Prepetition Administrative Agent, or the Prepetition Lenders shall be deemed to constitute a consent to such surcharge.

(f) No Marshaling. The Agent, the Lenders, the Prepetition Administrative Agent, and the Prepetition Lenders shall not be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Collateral.

(g) No Waiver. The failure of the Lenders and the Prepetition Lenders to seek relief or otherwise exercise their rights and remedies under the DIP Documents, the DIP Facility, the Prepetition Documents or this Order, as applicable, shall not constitute a waiver of any of the Lenders' or the Prepetition Lenders' rights hereunder, thereunder or otherwise.

(h) Amendment. The Debtors and the Agent may amend or waive any provision of the DIP Documents without the need for further approval from this Court provided that: (i) the DIP Documents, as so modified, are not materially different from the DIP Documents approved in this Order; (ii) notice of all amendments to the DIP Documents are filed

with the Court; and (iii) notice of all amendments to the DIP Documents is provided to all parties requesting notice in these cases, and the United States Trustee.

(i) Amendment of Organic Documents. Each Debtor shall, and shall cause each applicable entity that it controls to, implement any necessary amendment to its certificate of incorporation, bylaws, or comparable governing documents such that the relief requested herein shall not have any adverse consequences under any provisions in such governing documents or any shareholder rights plan or similar arrangements.

(j) Reimbursement of Costs and Expenses. All fees, costs, and/or expenses payable or reimbursable by the Debtors as set forth in the DIP Loan Documents (other than those in connection with or related to the closing of the DIP Facility, which shall be paid upon entry of the Order) may be paid subject to the following procedures. The Agent and Lenders shall be promptly reimbursed by the Debtors, without further motion to, hearing by, or order of this Court and without conforming with applicable guidelines of the United States Trustee, for all reasonable out-of-pocket costs and expenses (including, without limitation, all filing and recording fees, attorneys' and paralegals' fees and expenses, and out-of-pocket expenses) (the "Expense Reimbursement"), in each case, only as provided for in the DIP Documents; provided, however, that the Agent and the Lenders, as applicable, shall serve, by facsimile or electronic mail, each Expense Reimbursement on the United States Trustee, counsel to the Debtors, and counsel to the Creditors' Committee (the "Expense Reimbursement Notice Parties"). If, after ten (10) Business Days after receipt by the Expense Reimbursement Notice Parties of notice of any Expense Reimbursement, the Expense Reimbursement Notice Parties do not deliver to the Agent or a Lenders, as applicable, an objection to the reasonableness of such Expense Reimbursement, then the Debtors shall promptly pay the Agent or the Lender, as

applicable, such Expense Reimbursement. If an Expense Reimbursement Notice Party objects to any portion of an Expense Reimbursement, then the Expense Reimbursement Notice Party shall, within ten (10) Business Days after receipt of notice of the objectionable Expense Reimbursement, deliver to the Agent or a Lender a written objection outlining the amounts to which the Expense Reimbursement Notice Party objects and the reasons therefore. In such case, the Debtors shall promptly pay the Agent or the Lender, as applicable, the undisputed amount of the Expense Reimbursement and the disputed amount shall not be paid absent agreement of the objecting Expense Reimbursement Notice Party or further order of this Court.

(k) Prepetition Expense Reimbursement. The Debtors shall borrow or obtain cash advances under the DIP Loan Documents to repay a limited portion, \$4.0 million, of the amount owing under the Prepetition Revolving Credit Facility (the "Prepetition Expense Repayment").

(l) Releases. Subject to paragraph 6, *supra*, BMHC and the Guarantors shall release (for themselves and their respective bankruptcy estates) (i) the Lenders and the Agent from any and all claims, liens, priority, actions, or inactions arising hereunder or in any other manner, and (ii) the Prepetition Credit Agreement Lenders and the Prepetition Administrative Agent under the Prepetition Credit Agreement from any and all claims, liens, priority, actions, or inactions arising under the Prepetition Credit Agreement or in any other manner (the releases set forth in this clause (ii) being subject only to the right of the any statutory committee appointed in the Chapter 11 Cases or any party in interest, to the extent provided herein, to investigate and bring claims within 90 days of the filing of the Chapter 11 Cases), with such releases being satisfactory to such Lenders and Prepetition Credit Agreement Lenders, as applicable, in their discretion.

(m) Indemnification. BMHC shall indemnify and hold harmless the Agent, each Lender, affiliates of the Agent and each Lender and each of their respective partners, directors, officers, employees, advisors and agents (each an "**Indemnified Party**") from and against any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnified Party), and shall indemnify and hold harmless each Indemnified Party from all fees and time charges and disbursements for attorneys who may be employees of any Indemnified Party, incurred by any Indemnified Party or asserted against any Indemnified Party by any third party or by BMHC or any other Debtor arising out of, in connection with, or as a result of (i) the execution or delivery of the DIP Credit Agreement, any other Loan Document, the performance by the parties hereto of their respective obligations thereunder, the consummation of the transactions contemplated thereby, or, in the case of the Agent (and any sub-agent thereof) and its related parties only, the administration of the DIP Credit Agreement and the other Loan Documents, (ii) any loan or letter of credit or the use or proposed use of the proceeds therefrom, (iii) certain environmental claims related in any way to BMHC or any of its subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing; provided that such indemnity shall not, as to any Indemnified Party, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnified Party or (y) result from a claim brought by BMHC or any other Debtor against an Indemnified Party for breach in bad faith of such Indemnified Party's obligations under any Loan Document, if BMHC or such other Debtor has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

(n) No Third Party Beneficiary. No party not referenced in this Order is intended to be or shall be deemed to be a third party beneficiary of the provisions of this Order or any of the DIP Documents.

(o) Action by Lenders. Any action authorized to be taken on behalf of the Lenders as a whole by less than all of the Lenders or by the Agent pursuant the terms of any of the DIP Documents shall be deemed to be the action of the Lenders under this Order.

(p) Amendment of Order. The Debtors shall, with the consent of the Agent, be entitled to amend this Order so as to make any non-substantive, non-material changes. Notice of any amendment of the Order shall be provided to all parties entitled to receive notice of such amended Order.

(q) Order Controlling. To the extent any terms of this Order are inconsistent with the terms set forth in the DIP Documents, the terms of this Order shall control.

16. Limitations on Liens. Notwithstanding anything in this Order to the contrary, nothing herein or in the DIP Documents shall be deemed to authorize or grant a lien or security interest in favor of the Agent or the Lenders in or on the collateral securing the Other Secured Debt.

17. Immediate Effectiveness. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062, or 9014 or any other Bankruptcy Rule, this Order shall be valid and fully effective immediately upon its entry, and, upon such entry, shall be binding upon and inure to the benefit of the Agent, the Lenders, the Debtors, their estates, and their respective successors and assigns (including, without limitation, any trustee, examiner, or responsible person hereinafter appointed as a representative of any of the estates in these or any subsequent proceedings under the Bankruptcy Code), and the terms and provisions of this Order as well as the liens, security

interests, and mortgages and other terms of the DIP Credit Agreement and the other DIP Documents shall continue in these proceedings and any superseding proceedings under the Bankruptcy Code or otherwise, and such liens, security interests, and mortgages shall maintain their priority as provided by this Order, until satisfied and discharged. This Order likewise shall be immediately binding and effective on the terms set forth above with respect to any other debtor that shall become part of the Chapter 11 Cases upon the filing of a bankruptcy petition or entry of the order for relief for such debtor, and, at such time, such debtor shall be deemed party to all of the DIP Documents.

18. **Final Hearing Date.** The Final Hearing to consider entry of the Final Order approving the relief sought in the DIP Motion shall be held on [July 1, 2009 at 4:30 pm (prevailing Eastern Time) (as the same may be adjourned or continued by this Court) before the Honorable Judge Carey, at the United States Bankruptcy Court for the District of Delaware.

19. **Notice.** The Debtors shall, within three (3) Business Days, serve by mail a copy of this Order on the Notice Parties and any other persons which the Debtors know are entitled to notice under Bankruptcy Rule 4001(c). Any party-in-interest objecting to the relief sought in the Final Order shall submit any such objection in writing and file same with this Court (with a courtesy copy to chambers) and serve (so as to be received) such objection no later than on June 30, 2009 at 4:00 pm (prevailing Eastern Time) on the following: *For all parties except any official committee, which shall have until Noon ET on July 1, 2009*

(a) Young, Conaway, Stargatt & Taylor, LLP, The Brandywine Building, 1000 West St., 17th Floor, Wilmington, Delaware, DE 19801 (Attn: Sean M. Beach, Esq. and Robert F. Poppiti, Jr., Esq. (Tel. (302) 571-6600; Facsimile (302) 571-1253) and Gibson, Dunn & Crutcher LLP, 200 Park Ave., 47th Floor, New York, New York 10166-0193 (Attn: Michael

A. Rosenthal, Esq. and Matthew K. Kelsey, Esq. (Tel. (212) 351-4000 and Facsimile (212) 351-4035), proposed counsel to Debtors;

(b) Richards, Layton & Finger, P.A., One Rodney Square, 920 King Street, Wilmington, DE 19801 (Attn: Paul N. Heath, Esq. (Tel. (302) 651-7590, Facsimile (302) 498-7590)) and Paul, Hastings, Janofsky & Walker, LLP, 55 Second Street, San Francisco, CA 94105-3441 (Attn: Kevin B. Fisher, Esq. (Tel. (415) 856-7219, Facsimile ((415) 856-7200) and 75 East 55th Street, New York, New York 10022 (Attn: Thomas L. Kent, Esq. (Tel. (212) 318-6060 and Facsimile (212) 230-7899), counsel to the Prepetition Administrative Agent and Agent; and

(c) Office of the United States Trustee for the District of Delaware, 844 King street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Joseph J. McMahon, Jr. (Tel. (302) 573-6491, Facsimile (302) 573-6497).

Dated: Wilmington, Delaware
June 17, 2009

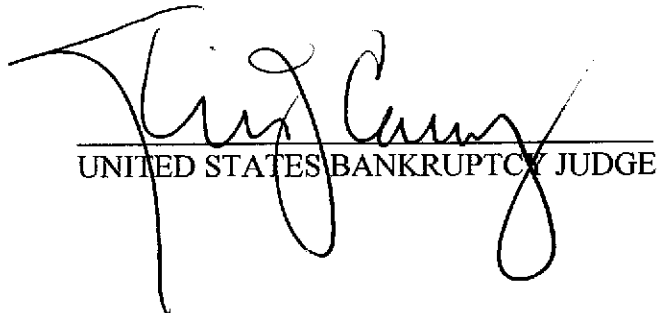

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

\$80,000,000

**SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION
CREDIT AGREEMENT**

Dated as of June 16, 2009

among

**BUILDING MATERIALS HOLDING CORPORATION,
as Borrower,**

**BMC WEST CORPORATION
AND OTHER SUBSIDIARIES,
as Guarantors,**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent and L/C Issuer**

and

**THE FINANCIAL INSTITUTIONS PARTY HERETO,
as Lenders**

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**SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION
CREDIT AGREEMENT**

This Senior Secured Super-Priority Debtor-in-Possession Credit Agreement ("Agreement"), dated as of June 16, 2009, is made and entered into by and among (i) BUILDING MATERIALS HOLDING CORPORATION, a Delaware corporation, as borrower ("Holdings"), (ii) BMC WEST CORPORATION, a Delaware corporation (the "Company"), and certain other subsidiaries of Holdings, as Guarantors (as defined herein), (iii) WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the Lenders (the "Administrative Agent"), and (iv) the various financial institutions from time to time party to this Agreement (individually, a "Lender" and, collectively, the "Lenders").

RECITALS

A. On June 16, 2009 (the "Petition Date"), Holdings and Guarantors filed with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") voluntary petitions for relief (the "Bankruptcy Cases") under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. Sections 101 et seq., and remain in possession of their assets pursuant to Sections 1107 and 1108 thereof. Each Guarantor is a subsidiary of Holdings.

B. Holdings has requested that the Lenders make postpetition loans to Holdings pursuant to a debtor-in-possession credit facility consisting of a revolving credit facility in an aggregate principal amount not to exceed \$80,000,000, including a \$20,000,000 letter of credit subfacility, subject to the terms of this Agreement and, if and when entered, the Financing Orders (as defined herein).

C. The Lenders are severally, and not jointly, willing to extend such credit to Holdings under this Agreement upon the terms and conditions set forth in this Agreement and the Financing Orders.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual agreements, provisions and covenants contained herein, the parties hereto hereby agree as follows:

ARTICLE I.

DEFINITIONS

1.01 Certain Defined Terms. The following terms have the following meanings when used herein (including in the Recitals hereof):

"Account" means an account (as that term is defined in the UCC).

"Account Debtor" means any Person who is obligated on an Account.

"Acquisition" means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (i) the acquisition of all or substantially all of the

assets of a Person, or of any business or division of a Person, (ii) the acquisition of in excess of 50% of the capital stock, partnership interests, membership interests or equity of any Person, or otherwise causing any Person to become a Subsidiary, or (iii) a merger or consolidation or any other combination with another Person (other than a Person that is a Subsidiary).

"Additional Guarantor Accession Date" has the meaning specified in Section 7.13.

"Additional Guarantor Assumption Agreement" has the meaning specified in Section 7.13.

"Adequate Protection" means the adequate protection ordered by the Bankruptcy Court pursuant to Sections 361, 362, 363 and 364 of the Bankruptcy Code, and in the case of the lenders under the Prepetition Credit Agreement, shall include (i) an administrative priority claim junior and subordinate only to the Carve-Out and the Obligations, (ii) replacement Liens on the Collateral junior and subordinate only to the Carve-Out and the Liens securing the Obligations, (iii) new Liens on previously unencumbered Collateral junior and subordinate only to the Carve-Out and the Liens securing the Obligations, (iv) payment of professional fees and expenses, including attorneys' fees and financial advisor fees, of the Prepetition Credit Agreement's administrative agent during the Bankruptcy Cases, whether incurred prepetition or postpetition, (v) to the extent of the value of the collateral securing the obligations under the Prepetition Credit Agreement, the accrual of interest under the Prepetition Credit Agreement at the default rate specified therein, and (vi) the Loan Parties' acknowledgement of the validity and amount of the obligations under the Prepetition Credit Agreement and Liens securing such obligations, subject to the right of the statutory committee of unsecured creditors' (for a limited time period) and other non-debtor Persons to challenge such obligations and Liens.

"Administrative Agent" has the meaning specified in the preamble, and any successor Administrative Agent arising under Section 10.06.

"Administrative Agent Related Persons" means Wells Fargo and any successor Administrative Agent arising under Section 10.06 and any L/C Issuer hereunder, together with their respective Affiliates, and the officers, directors, employees, agents and attorneys-in-fact of such Persons and Affiliates.

"Administrative Agent's Payment Office" means the address for payments set forth on Schedule 11.02 or such other address as the Administrative Agent may from time to time specify.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agency Fee" has the meaning specified in Section 2.09(a).

"Agency Fee Letter" has the meaning specified in Section 2.09(a).

"Aggregate Revolving Commitment" means the combined Revolving Commitments of the Lenders, which combined Revolving Commitments shall not exceed (i) the Interim Commitment Amount from and after the date upon which the Bankruptcy Court issues the Interim Financing Order, and (ii) the Final Commitment Amount from and after the date upon which the Bankruptcy Court issues the Final Financing Order. The Aggregate Revolving Commitment includes the L/C Commitment.

"Agreement" has the meaning specified in the preamble.

"Applicable Fee Amount" means, with respect to the Commitment Fees, 0.50%, and, with respect to the Standby Letter of Credit fees payable hereunder, 4.50%.

"Applicable Margin" means 4.50%.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Assignee Group" means two or more Eligible Assignees that are Affiliates of one another or two or more Approved Funds managed by the same investment advisor.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee (with the consent of any party whose consent is required by Section 11.06), and accepted by the Administrative Agent, in substantially the form of Exhibit D or any other form approved by the Administrative Agent.

"Attorney Costs" means and includes all fees and disbursements of any law firm or other external counsel, the allocated cost of internal legal services and all disbursements of internal counsel.

"Available Commitment" has the meaning specified in Section 2.09(b).

"Avoidance Actions" means all causes of action arising under Sections 502(d), 542, 544, 545, 547, 548, 550, 551, 553(b) or 724(a) of the Bankruptcy Code and any proceeds therefrom and property received thereby, whether by judgment, settlement or otherwise.

"Bankruptcy Cases" has the meaning specified in Recital A.

"Bankruptcy Code" means the Bankruptcy Code of the United States (11 U.S.C. §101, et seq.).

"Bankruptcy Court" has the meaning specified in Recital A.

"Base Rate" means, for any day, a fluctuating rate equal to the highest of: (i) the Prime Rate in effect on such day, (ii) a rate determined by Administrative Agent to be 1.00% above Daily One Month LIBOR in effect on such day, (iii) the Federal Funds Rate plus 1.00%, and (iv) 3.00%.

"Borrowing" means a borrowing hereunder consisting of (i) Revolving Loans made to Holdings on the same day by the Lenders under Article II, or (ii) an L/C Borrowing.

"Borrowing Base" means, as of any date of determination, the result of:

(a) 70% of the (A) amount of Eligible Accounts less the (B) Warranty Reserve less (C) the Gift Certificate Reserve, plus

(b) 50% of (A) the value of Eligible Inventory (other than Truss and Millwork Inventory) less (B) the Inventory Vendor Discount Reserve less (C) the Inventory Volume Rebate Reserve, plus

(c) 25% of (A) the value of Eligible Truss and Millwork Inventory less (B) the Truss and Millwork Vendor Discount Reserve less (C) the Truss and Millwork Volume Rebate Reserve, plus

(d) 75% of the Fixed Assets Orderly Liquidation Value, minus

(e) the Rent Reserve plus the aggregate amount of other reserves, if any, including with respect to the Carve-Out, established by the Administrative Agent in the exercise of its Permitted Discretion.

"Borrowing Base Certificate" means a certificate, in substantially the form of Exhibit I, by which Holdings certifies calculation of the Borrowing Base.

"Borrowing Date" means any date on which a Borrowing occurs.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks in New York City or San Francisco are authorized or required by law to close.

"Capital Expenditures" means, for any period, the aggregate of all expenditures of Holdings and its Subsidiaries during such period determined on a consolidated basis that, in accordance with GAAP, are or should be included in "purchase of property and equipment" or similar items reflected in the consolidated statement of cash flows of Holdings and its Subsidiaries.

"Capital Lease" means, for any Person, any lease of property (whether real, personal or mixed) which, in accordance with GAAP, would, at the time a determination is made, be required to be recorded as a capital lease in respect of which such Person is liable as lessee.

"Carve-Out" means (i) any unpaid fees due to the U.S. Trustee pursuant to 28 U.S.C. Section 1930 of the United States Code or otherwise and any fees due to the clerk of the Bankruptcy Court, (ii) the reasonable fees and expenses approved by the Bankruptcy Court incurred by a trustee under Section 726(b) or 1104 of the Bankruptcy Code in an aggregate amount not to exceed \$100,000, (iii) the reasonable expenses of members of any statutory committee appointed in the Bankruptcy Cases (excluding fees and expenses of professional persons employed by such committee members individually) in an aggregate amount not to

exceed \$50,000, (iv) to the extent allowed at any time, all unpaid fees and expenses allowed by the Bankruptcy Court of professionals or professional firms retained pursuant to Section 327, 330, 363, or 1103 of the Bankruptcy Code (the "Professional Persons") that were incurred or accrued on or after the Petition Date through the date upon which Holdings receives from the Administrative Agent a notice of an Event of Default, and (v) after the date upon which Holdings receives from the Administrative Agent notice of an Event of Default, to the extent allowed at any time, the payment of the fees and expenses of Professional Persons in an aggregate amount not to exceed \$500,000; provided, however, that: (1) the dollar limitations in clause (v) above on fees and expenses shall not be reduced by the amount of any compensation or reimbursement of expenses incurred by or paid to any Professional Person prior to the notifications of Holdings by the Administrative Agent of the occurrence of an Event of Default in respect of which the Carve-Out is invoked or by any fees, expenses, indemnities or other amounts paid to the Administrative Agent, the Lenders or their respective attorneys or agents under this Agreement or otherwise, and (2) to the extent the dollar limitation in clause (v) on fees and expenses is reduced by an amount as a result of payment of such fees and expenses during the continuation of an Event of Default, and such Event of Default is subsequently cured or waived, such dollar limitation shall be increased by an amount equal to the amount by which it has been so reduced.

"Cash Balance" means, at any time, the aggregate Dollar amount of all cash and cash equivalents of Holdings and its Subsidiaries held in deposit accounts, securities accounts or otherwise, as determined in accordance with GAAP, but including, without limitation, any cash or cash equivalents held in a Cash Collateral Account without regard to how the account balance is accounted for on Holdings' financial statements.

"Cash Collateral Account" means that certain deposit account with account number 4121914204 held at Wells Fargo Bank, N.A. (or such other interest-bearing deposit accounts held at Wells Fargo Bank, N.A. or its Affiliates satisfactory to the Administrative Agent) in the name of Holdings, in which cash shall from time to time be deposited pursuant to the Loan Documents as additional collateral for the Obligations, and on which the Administrative Agent shall have a first priority Lien, subject and subordinate only to the Carve-Out and Permitted Priority Liens, and over which the Administrative Agent shall have dominion and control. The Prepetition Administrative Agent shall have a second priority lien on the Cash Collateral Account, subject and subordinate only to the Liens securing the Obligations, the Carve-Out and Permitted Priority Liens.

"Cash Collateralize" means to pledge and deposit with or deliver to the Administrative Agent, as additional collateral for the L/C Obligations or the Obligations, as the case may be, pursuant to the Loan Documents, cash or deposit account balances. Derivatives of such term shall have corresponding meaning.

"Cash Management Order" means that certain order entered by the Bankruptcy Court in the Bankruptcy Cases in form and substance reasonably acceptable to the Administrative Agent and the Majority Lenders, which, among other things, authorizes the continued use of the Loan Parties' existing cash management system.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any

change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any request, guideline or directive (whether or not having the force of law) by any Governmental Authority.

“Closing Fee” has the meaning specified in Section 2.09(d).

“Code” means the Internal Revenue Code of 1986.

“Collateral” means all of the property, assets or interests in property or assets of Holdings and each Guarantor, of any kind or nature whatsoever, real or personal, now existing or hereafter acquired or created (including all property of the estate (within the meaning of the Bankruptcy Code), all accounts, deposit accounts, money, letter of credit rights, commercial tort claims, inventory, contract rights, instruments, documents, chattel paper, general intangibles, machinery and equipment, real property, leases, capital stock or other equity interests in any Subsidiary, intercompany claims, and investment property, and all other causes of action arising under the Bankruptcy Code or otherwise, and all proceeds, rents, products and profits of any of the foregoing); provided, however, that “Collateral” shall not include: (i) any agreements, contracts, permits or licenses only if and to the extent that the granting of a Lien as contemplated hereby would (A) constitute a violation of a restriction in favor of a third party on such grant, (B) give any other party to such contract, instrument, license, license agreement or other document the right to terminate its obligations thereunder, or (C) violate any law (other than (but only in respect of agreements or contracts not constituting a document evidencing a Capital Lease or purchase money obligation) to the extent that any such term described in the preceding clauses (A), (B) or (C) would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the UCC (or any successor provision or provisions)) (“Excluded Contracts and Leases”); provided, further, that any agreement, contract, permit or license that does not constitute “Collateral” pursuant to this sentence shall immediately become “Collateral,” and the Loan Parties, as applicable, shall be deemed to have granted a Lien therein, from and after such time as the other party to such agreement, contract, permit or license consents to the grant of a Lien in such agreement, contract, permit or license in favor of the Collateral Agent or the prohibition against granting a Lien therein otherwise ceases to be effective; and provided, further, that with respect to Excluded Contracts and Leases, Collateral shall include the proceeds from the disposition of Excluded Contracts and Leases whether now or hereafter arising, whether tangible or intangible, and wherever located; (ii) any equipment subject to certain long-term secured debt consisting of the term notes, equipment notes and capital leases set forth on Part I of Schedule 1.01A and any other equipment in which any Loan Party has rights if and for so long as the grant of a security interest therein shall constitute or result in a breach or termination pursuant to the terms of, or a default under, any capital lease or purchase money agreement entered into in connection with the acquisition or financing of such equipment; provided, however, that such security interest shall attach immediately at such time as the term restricting the attachment of a security interest in such equipment is no longer operative or the attachment of a security interest in such equipment would not constitute or result in a breach or termination pursuant to the terms of, or a default under, the capital lease or purchase money agreement governing such equipment; (iii) any trademark applications filed in the United States Patent and Trademark Office on the basis of a Loan Party’s “intent-to-use” such trademark to the extent that granting a security interest in such trademark application prior to such filing would adversely affect the enforceability or validity or result in the voiding of such trademark application, unless and until

acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Collateral; (iv) any Avoidance Actions; (v) the insurance-related cash collateral accounts set forth on Schedule 1.01B, the aggregate balances of which shall not exceed \$4,000,000 at any point in time without the prior written consent of the Administrative Agent; or (vi) or the real property set forth on Part II of Schedule 1.01A.

"Collateral Access Agreement" means a landlord waiver, bailee letter, or acknowledgement agreement of any lessor, warehouseman, processor, consignee, or other Person in possession of, having a Lien upon, or having rights or interests in Holdings' or its Subsidiaries' books and records, Inventory or equipment, in each case, in form and substance reasonably satisfactory to Administrative Agent.

"Collateral Documents" mean, collectively, (i) the Security Agreement, the Intellectual Property Security Agreements, the Mortgages and all other mortgages, deeds of trust, security agreements, patent and trademark assignments, lease assignments, control agreements and other similar agreements between Holdings or any Guarantor and the Lenders, or the Administrative Agent for the benefit of the Lenders and the other Secured Parties (as defined in the Security Agreement), now or hereafter delivered to the Lenders or the Administrative Agent pursuant to or in connection with the transactions contemplated hereby, and all financing statements (or comparable documents now or hereafter filed in accordance with the Uniform Commercial Code or comparable law) against Holdings or any Guarantor as debtor in favor of the Lenders, or the Administrative Agent for the benefit of the Lenders and the other Secured Parties (as defined in the Security Agreement), as secured party, and (ii) any amendments, supplements, modifications, renewals, replacements, consolidations, substitutions and extensions of any of the foregoing.

"Collected and Available Cash" means, at any time, the aggregate Dollar amount of all cash and cash equivalents constituting good and available funds of Holdings and its Subsidiaries, deposited into deposit accounts and concentrated into concentration accounts of Holdings and its Subsidiaries.

"Commercial Letter of Credit" means a commercial Letter of Credit Issued for the account of Holdings in respect of the purchase of inventory or other goods and services by Holdings or any of its Subsidiaries in the Ordinary Course of Business.

"Commitment Fees" has the meaning specified in Section 2.09(b).

"Company" has the meaning specified in the preamble.

"Compliance Certificate" means a certificate substantially in the form of Exhibit B.

"Contingent Obligation" means (without duplication), as to any Person, any direct or indirect liability of that Person, whether or not contingent, with or without recourse, (i) with respect to any Indebtedness, lease, dividend, letter of credit or other obligation (the "primary obligations") of another Person (the "primary obligor"), including any obligation of that Person

(a) to purchase, repurchase or otherwise acquire such primary obligations or any security therefor, (b) to advance or provide funds for the payment or discharge of any such primary obligation, or to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency or any balance sheet item, level of income or financial condition of the primary obligor, (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation, (d) in connection with any synthetic lease or other similar off balance sheet lease transaction, or (e) otherwise to assure or hold harmless the holder of any such primary obligation against loss in respect thereof (each a "Guaranty Obligation"); (ii) with respect to any Surety Instrument issued for the account of that Person or as to which that Person is otherwise liable for reimbursement of drawings or payments; (iii) to purchase any materials, supplies or other property from, or to obtain the services of, another Person if the relevant contract or other related document or obligation requires that payment for such materials, supplies or other property, or for such services, shall be made regardless of whether delivery of such materials, supplies or other property is ever made or tendered, or such services are ever performed or tendered; (iv) in respect of Earn-Out Obligations; (v) in respect of any Swap Contract; and (vi) in respect of Stock Price Guaranties. The amount of any Contingent Obligation shall, in the case of Guaranty Obligations, be deemed equal to the stated or determinable amount of the primary obligation in respect of which such Guaranty Obligation is made or, if not stated or if indeterminable, the maximum reasonably anticipated liability in respect thereof, and in the case of other Contingent Obligations other than in respect of Swap Contracts, shall be equal to the maximum reasonably anticipated liability in respect thereof and, in the case of Contingent Obligations in respect of Swap Contracts, shall be equal to the Swap Termination Value.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, undertaking, contract, indenture, mortgage, deed of trust or other instrument, document or agreement to which such Person is a party or by which it or any of its property is bound.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings correlative thereto.

"Costs of Goods Sold From Continuing Operations" means, for any period, costs of goods sold of Holdings and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, but exclusive of costs of goods sold attributable to the Wind-Down Business Units.

"Credit Extension" means and includes (i) the making of any Revolving Loans hereunder, and (ii) the Issuance of any Letters of Credit hereunder.

"Daily One Month LIBOR" means, for any day, the rate of interest equal to LIBOR then in effect for delivery for a one (1) month period.

"Default" means any Event of Default and any event or circumstance which, with the giving of notice, the lapse of time, or both, would constitute an Event of Default.

"Defaulting Lender" means a Lender that has failed to fund its portion of any Borrowing that it is required to fund under this Agreement and has continued in such failure for three (3) Business Days after written notice from the Administrative Agent.

"DIP Budget" has the meaning specified in Section 7.01(b).

"Disposition" means the sale, lease, conveyance or other disposition of property, including the sale, spinoff or other disposition of any division, business unit, business line, captive insurer or cell captive insurer, other than sales or other dispositions expressly permitted under Sections 8.02(a) through 8.02(e).

"Dollars," "dollars" and "\$" each mean lawful money of the United States.

"Earn-out Obligations" means any obligations, whether contingent or matured, to pay additional consideration in connection with the Acquisition by Holdings or any Subsidiary of any capital stock or assets of any Person.

"EBITDAR From Continuing Operations" means, for any period, the sum of Gross Profit From Continuing Operations for such period minus Selling, General and Administrative Expenses From Continuing Operations for such period plus (to the extent deducted in determining Gross Profit From Continuing Operations pursuant to clause (b) of the definition thereof or to the extent included in Selling, General and Administrative Expenses From Continuing Operations, and without duplication) (i) depreciation expense and amortization expense for such period, (ii) restructuring charges relating to the shutdown or relocation of facilities and other like charges as may from time to time be agreed to by the Administrative Agent in its reasonable discretion, (iii) professional fees and costs attributable to the restructuring of Holdings' consolidated operations or the administration of the Bankruptcy Cases; provided, however, that such charges shall not exceed \$15,000,000 per quarter, except with approval by the Administrative Agent, such approval not to be unreasonably withheld or delayed, (iv) other nonrecurring items attributable to the restructuring of Holdings' consolidated operations as may from time to time be agreed to by the Administrative Agent in its reasonable discretion, (v) non-cash impairment charges of goodwill and other intangibles, (vi) non-cash share based compensation costs; provided, however, that such costs shall not exceed \$2,250,000 per quarter, (vii) severance and early retirement costs attributable to the restructuring of Holdings' consolidated operations; provided, however, that such costs shall not exceed \$1,500,000 per quarter except with approval by the Administrative Agent, such approval not to be unreasonably withheld or delayed, (viii) the write-off or write-down of fixed assets attributable to the restructuring of Holdings' consolidated operations; and (ix) the write-off or write-down of operating leases attributable to the restructuring of Holdings' consolidated operations; all calculated for Holdings and its Subsidiaries on a consolidated basis for such period in accordance with GAAP.

"Effective Amount" means (i) with respect to any Revolving Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any Borrowings and

prepayments or repayments of Revolving Loans occurring on such date; and (ii) with respect to any outstanding L/C Obligations on any date, the amount of such L/C Obligations on such date after giving effect to any Issuances of Letters of Credit occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements of outstanding unpaid drawings under any Letters of Credit or any reductions in the maximum amount available for drawing under Letters of Credit taking effect on such date; provided that for purposes of Section 2.06, the Effective Amount shall be determined without giving effect to any mandatory prepayments to be made under Section 2.06.

“Effective Date” means the date on which all conditions precedent set forth in Section 5.01 are satisfied or waived by all of the Lenders (or, in the case of Section 5.01(f), waived by the Person entitled to receive such payment).

“Eligible Accounts” means those Accounts created by Holdings or any Guarantor in the ordinary course of its business, that arise out of such Person’s sale of goods or rendition of services, that comply with each of the representations and warranties respecting Eligible Accounts made in the Loan Documents, and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, however, that such criteria may be revised from time to time by Administrative Agent in Administrative Agent’s Permitted Discretion to address the results of any audit performed by Administrative Agent from time to time after the Effective Date. Eligible Accounts shall not include the following (unless the Administrative Agent has imposed a reserve in the respect of the relevant Accounts), without duplication:

(a) Accounts that the Account Debtor has failed to pay within 60 days of original due date or Accounts with selling terms of more than 30 days,

(b) Accounts owed by an Account Debtor (or its Affiliates) where 20% or more of all Accounts owed by that Account Debtor (or its Affiliates) are deemed ineligible under clause (a) above,

(c) Accounts with respect to which the Account Debtor is owed a credit by Holdings or any Guarantor, to the extent of such credit,

(d) Accounts consisting of late fees or similar finance charges with respect to Accounts deemed ineligible under clause (a) above,

(e) Accounts subject to a contra account or with respect to which the Account Debtor is otherwise a creditor of Holdings or any Guarantor, has or has asserted a right of setoff, or has disputed its obligation to pay all or any portion of the Account, to the extent of such contra account, claim, right of setoff, or dispute,

(f) Accounts with respect to which the Account Debtor is subject to an Insolvency Proceeding, is not Solvent, has gone out of business, or as to which Holdings or any Guarantor has received notice of an imminent Insolvency Proceeding or a material impairment of the financial condition of such Account Debtor,

- (g) Accounts with respect to which the Account Debtor has made a deposit or other advance payment, to the extent of such deposit or advance payment,
- (h) Accounts with respect to which the Account Debtor is owed premiums by Holdings or any Guarantor for WRAP insurance, to the extent of such premiums,
- (i) Accounts arising from services subject to a performance bond or other Surety Instrument,
- (j) Accounts with respect to which the Account Debtor is an Affiliate of Holdings or an employee or agent of Holdings or any Affiliate of Holdings,
- (k) Accounts with cash-on-delivery, cash-in-advance or similar selling terms,
- (l) Accounts with respect to which the Account Debtor is a school, school district or other similar payor,
- (m) Accounts with respect to which the Account Debtor is either (i) the United States or any department, agency, or instrumentality of the United States (exclusive, however, of Accounts with respect to which Holdings has complied, to the reasonable satisfaction of Administrative Agent, with the Assignment of Claims Act, 31 USC §3727), or (ii) any state of the United States,
- (n) Accounts with respect to which the Account Debtor has earned an allowance or rebate, to the extent of such allowance or rebate,
- (o) Accounts evidenced by a promissory note or other instrument,
- (p) Accounts evidencing billings in excess of costs, to the extent of such excess,
- (q) Accounts arising in a transaction wherein goods are placed on consignment or are sold pursuant to a guaranteed sale, a sale or return, a sale on approval, a bill and hold, or any other terms by reason of which the payment by the Account Debtor may be conditional,
- (r) Accounts that are not payable in Dollars,
- (s) Accounts with respect to which the Account Debtor either (i) does not maintain its chief executive office in the United States, or (ii) is not organized under the laws of the United States or any state thereof, or (iii) is the government of any foreign country or sovereign state, or of any state, province, municipality, or other political subdivision thereof, or of any department, agency, public corporation, or other instrumentality thereof, unless (y) the Account is supported by an irrevocable letter of credit reasonably satisfactory to Administrative Agent (as to form, substance, and issuer or domestic confirming bank) that has been delivered to Administrative Agent and is directly drawable by Administrative Agent, or (z) the Account is

covered by credit insurance in form, substance, and amount, and by an insurer, reasonably satisfactory to Administrative Agent,

(t) Accounts with respect to an Account Debtor whose total obligations owing to Holdings and the Guarantors exceed 20% (such percentage, as applied to a particular Account Debtor, being subject to reduction by Administrative Agent in its Permitted Discretion if the creditworthiness of such Account Debtor deteriorates) of all Eligible Accounts, to the extent of the obligations owing by such Account Debtor in excess of such percentage; provided, however, that, in each case, the amount of Eligible Accounts that are excluded because they exceed the foregoing percentage shall be determined by Administrative Agent based on all of the otherwise Eligible Accounts prior to giving effect to any eliminations based upon the foregoing concentration limit,

(u) Accounts, the collection of which Administrative Agent, in its Permitted Discretion, believes to be doubtful by reason of the Account Debtor's financial condition,

(v) Accounts that are not subject to a valid and perfected first priority Lien in favor of the Administrative Agent,

(w) Accounts with respect to which (i) the goods giving rise to such Account have not been shipped and billed to the Account Debtor, or (ii) the services giving rise to such Account have not been performed and billed to the Account Debtor, or

(x) Accounts with respect to which the Account Debtor is a Sanctioned Person or Sanctioned Entity.

"Eligible Assignee" means (a) a Lender; (b) an Affiliate of a Lender; (c) an Approved Fund; and (d) any other Person (other than a natural person) approved by (i) the Administrative Agent and (ii) in the case of any assignment of a Revolving Commitment, the L/C Issuer (each such approval not to be unreasonably withheld or delayed); provided that notwithstanding the foregoing, "Eligible Assignee" shall not include (x) Holdings or any of Holdings' Affiliates or Subsidiaries or (y) a Defaulting Lender.

"Eligible Fixed Assets" means the fixed assets (other than real estate) of Holdings and the Guarantors that comply with each of the representations and warranties respecting Eligible Fixed Assets made in the Loan Documents and that are not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, however, that such criteria may be revised from time to time by Administrative Agent in Administrative Agent's Permitted Discretion to address the results of any audit or appraisal performed by Administrative Agent from time to time after the Effective Date. An item of fixed assets shall not be included in Eligible Fixed Assets (unless the Administrative Agent has imposed a reserve in the respect of the relevant fixed assets), without duplication, if:

(a) Holdings or any Guarantor does not have good, valid, and marketable title thereto,

(b) it is not located at one of the locations in the continental United States set forth on Schedule 1.01C, as such Schedule may be amended from time to time (or in-transit from one such location to another such location),

(c) it is located on real property leased by Holdings or any Guarantor or in a contract warehouse, in each case, unless either (1) it is subject to a Collateral Access Agreement executed by the lessor or warehouseman, as the case may be, and unless it is segregated or otherwise separately identifiable from goods of others, if any, stored on the premises, or (2) a Rent Reserve has been imposed in respect of the Fixed Assets located at such location, or

(d) it is not subject to a valid and perfected first priority Lien in favor of the Administrative Agent.

“Eligible Inventory” means Inventory consisting of first quality finished goods held for sale in the ordinary course of Holdings’ or any Guarantor’s business, that complies with each of the representations and warranties respecting Eligible Inventory made in the Loan Documents, and that is not excluded as ineligible by virtue of one or more of the excluding criteria set forth below; provided, however, that such criteria may be revised from time to time by Administrative Agent in Administrative Agent’s Permitted Discretion to address the results of any audit or appraisal performed by Administrative Agent from time to time after the Effective Date. In determining the amount to be so included, Inventory shall be valued at the lower of cost or market on a basis consistent with Holdings’ historical accounting practices. An item of Inventory shall not be included in Eligible Inventory if (unless the Administrative Agent has imposed a reserve in the respect of the relevant Inventory), without duplication:

(a) Holdings or any Guarantor does not have good, valid, and marketable title thereto,

(b) it is not located at one of the locations in the continental United States set forth on Schedule 1.01C, as such Schedule may be amended from time to time (or in-transit from one such location to another such location),

(c) it is located on real property leased by Holdings or any Guarantor or in a contract warehouse, in each case, unless (1) it is subject to a Collateral Access Agreement executed by the lessor or warehouseman, as the case may be, and unless it is segregated or otherwise separately identifiable from goods of others, if any, stored on the premises, or (2) a Rent Reserve has been imposed in respect of the Inventory located at such location,

(d) it is not subject to a valid and perfected first priority Lien in favor of the Administrative Agent,

(e) it consists of goods returned or rejected by Holdings’ or any Guarantor’s customers,

(f) it consists of goods that are obsolete or slow moving, restrictive or custom items, work-in-process (other than Truss and Millwork Inventory), raw materials, or goods that constitute spare parts, packaging and shipping materials, supplies used or consumed

in Holdings' or any Guarantor's business, bill and hold goods, defective goods, "seconds," or Inventory acquired on consignment,

- (g) it consists of non-perpetual Inventory,
- (h) it consists of special order Inventory, or
- (i) it consists of racks and pallets Inventory.

"Eligible Truss and Millwork Inventory" means Eligible Inventory consisting of Truss and Millwork Inventory.

"Environmental Claims" means all claims, however asserted, by any Governmental Authority or other Person alleging potential liability or responsibility for violation of any Environmental Law, or for release or injury to the environment or threat to public health, personal injury (including sickness, disease or death), property damage, natural resources damage, or otherwise alleging liability or responsibility for damages (punitive or otherwise), cleanup, removal, remedial or response costs, restitution, civil or criminal penalties, injunctive relief, or other type of relief, resulting from or based upon the presence, placement, discharge, emission or release (including intentional and unintentional, negligent and non-negligent, sudden or non-sudden, accidental or non-accidental, placement, spills, leaks, discharges, emissions or releases) of any Hazardous Material at, in, or from any property, whether or not owned by Holdings or any Subsidiary.

"Environmental Laws" means all federal, state or local laws, statutes, common law duties, rules, regulations, ordinances and codes, together with all administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authorities, in each case relating to environmental, health, safety and land use matters; including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Clean Air Act, the Federal Water Pollution Control Act of 1972, the Solid Waste Disposal Act, the Federal Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Emergency Planning and Community Right-to-Know Act, the California Hazardous Waste Control Law, the California Solid Waste Management, Resource, Recovery and Recycling Act, the California Water Code and the California Health and Safety Code.

"Equity Securities" of any Person shall mean (a) all common stock, preferred stock, participations, shares, partnership interests, limited liability company interests or other equity interests in and of such Person (regardless of how designated and whether or not voting or non-voting) and (b) all warrants, options and other rights to acquire any of the foregoing.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with Holdings or the Company within the meaning of section 414(b) or (c) of the Code (and sections 414(m) and (o) of the Code for purposes of provisions relating to section 412 of the Code).

“ERISA Event” means (i) a Reportable Event with respect to a Pension Plan; (ii) a withdrawal by Holdings, the Company or any ERISA Affiliate from a Pension 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) or a cessation of operations which is treated as such a withdrawal under section 4062(e) of ERISA; (iii) a complete or partial withdrawal by Holdings, the Company or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (iv) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (v) an event or condition which 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 Pension Plan or Multiemployer Plan; or (vi) the imposition of any liability under Title IV of ERISA, other than PBGC premiums due but not delinquent under section 4007 of ERISA, upon Holdings, the Company or any ERISA Affiliate.

“Event of Default” means any of the events or circumstances specified in Section 9.01.

“Event of Loss” means, with respect to any property, any of the following: (i) any loss, destruction or damage of such property; (ii) any pending or threatened institution of any proceedings for the condemnation or seizure of such property or for the exercise of any right of eminent domain; or (iii) any actual condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, of such property, or confiscation of such property or the requisition of the use of such property.

“Excess Real Estate” means the real property assets set forth on Schedule 1.01D.

“Exchange Act” means the Securities Exchange Act of 1934.

“Excluded Taxes” means, with respect to the Administrative Agent, any Lender, the L/C Issuer or any other recipient of any payment to be made by or on account of any obligation of Holdings hereunder, (a) taxes imposed on or measured by its overall net income (however denominated), and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable Lending Office is located, (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction in which Holdings is located and (c) in the case of a Foreign Lender (other than an assignee pursuant to a request by Holdings under Section 4.07), any withholding tax that is imposed on amounts payable to such Foreign Lender at the time such Foreign Lender becomes a party hereto (or designates a new Lending Office) or is attributable to such Foreign Lender’s failure or inability (other than as a result of a Change in Law) to comply with Section 4.01(e), except to the extent that such Foreign Lender (or its assignor, if any) was entitled, at the time of designation of a new Lending Office (or assignment), to receive additional amounts from Holdings with respect to such withholding tax pursuant to Section 4.01(a).

“Extension Option” has the meaning specified in Section 2.15.

“Fair Market Value” means, in respect of any asset, the price at which the asset would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts.

“Federal Funds Rate” means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers for the immediately preceding day, as published by the Federal Reserve Bank of New York; provided that if no such rate is so published on any day, then the Federal Funds Rate for such day shall be the rate most recently published.

“Final Commitment Amount” means the lesser of (i) \$80,000,000 and (ii) the maximum amount approved by the Bankruptcy Court in the Final Financing Order to be made available to Holdings pursuant to this Agreement.

“Final Financing Order” means the final order of the Bankruptcy Court substantially in the form of the Interim Financing Order (except as may otherwise be agreed by the Administrative Agent and the Majority Lenders in writing or on the record at the final hearing with respect to such order in the Bankruptcy Cases) entered in the Bankruptcy Cases after notice and any hearing pursuant to the Bankruptcy Rules and applicable local rules which, among other matters, authorizes the transactions contemplated by this Agreement (including Liens securing the Obligations) and provides for the superpriority of the Administrative Agent’s and the Lenders’ claims; which order shall be in full force and effect and not vacated, modified, amended, renewed, overturned, subject to a pending appeal or stayed in any respect (except in each case with the written consent of the Administrative Agent or as otherwise permitted under Section 8.21); and, in the event such order is the subject of a pending appeal, the performance of any Obligation of any Loan Party shall not be stayed during such appeal.

“Financing Orders” means the Interim Financing Order and the Final Financing Order.

“First Day Orders” means the Cash Management Order, the Interim Financing Order and all other orders entered by the Bankruptcy Court on the Petition Date or within five Business Days of the Petition Date or based on motions filed by Holdings or any Guarantor on the Petition Date.

“Fixed Assets Orderly Liquidation Value” means the Dollar amount that is estimated to be recoverable in an orderly liquidation of the Eligible Fixed Assets net of all associated costs and expenses of such liquidation, such Dollar amount to be as determined from time to time by an appraisal company selected by the Administrative Agent.

“Foreign Lender” means any Lender that is organized under the laws of a jurisdiction other than that in which Holdings is resident for tax purposes. For purposes of this definition, the United States, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

“FRB” means the Board of Governors of the Federal Reserve System, and any Governmental Authority succeeding to any of its principal functions.

“Fund” means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“GAAP” means generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession), which are applicable to the circumstances as of the date of determination, subject to Section 1.03.

“Gift Certificate Reserve” means, as of any date of determination, a Dollar amount equal to Holdings’ and its Subsidiaries’ accrued liabilities for outstanding gift certificates as of such date.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Gross Profit From Continuing Operations” means, for any period, (a) Total Sales From Continuing Operations for such period minus (b) Costs of Goods Sold From Continuing Operations for such period.

“Guarantor” means each direct or indirect U.S. Wholly-Owned Subsidiary of Holdings that currently exists or is hereafter acquired or created and which is a party to a Guaranty in its capacity as a guarantor of any of the Obligations, and shall include the Company and each U.S. Wholly-Owned Subsidiary of Holdings party hereto; provided, however, that in no event shall any Guarantor be released of its obligations under any Guaranty in the event such Guarantor ceases to be a U.S. Wholly-Owned Subsidiary, by operation of any disposition of the equity thereof or otherwise, except as permitted under this Agreement.

“Guaranty” means the guaranty of each Guarantor made pursuant to Section 11.10 and any other guaranty under any separate agreement executed by any Guarantor pursuant to which it guarantees any of the Obligations.

“Guaranty Obligation” has the meaning specified in the definition of “Contingent Obligation.”

“Hazardous Materials” means all those substances that are regulated by, or which may form the basis of liability under, any Environmental Law, including any substance identified under any Environmental Law as a pollutant, contaminant, hazardous waste, hazardous constituent, special waste, hazardous substance, hazardous material, or toxic substance, or petroleum or petroleum derived substance or waste.

“Holdings” has the meaning specified in the preamble.

"Honor Date" has the meaning specified in Section 3.03(b).

"Indebtedness" of any Person means, without duplication, (i) all indebtedness for borrowed money; (ii) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (other than trade payables entered into in the Ordinary Course of Business on ordinary terms and (x) not past due for more than 120 days or (y) if past due for more than 120 days, are being contested in good faith with any reserves as may be required by GAAP made therefor, but including all non-contingent Earn-Out Obligations); (iii) all reimbursement or payment obligations with respect to Surety Instruments (contingent or otherwise); (iv) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses; (v) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to property acquired by the Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property); (vi) all obligations with respect to Capital Leases; (vii) all indebtedness referred to in clauses (i) through (vi) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in property (including accounts and contract rights) owned by such Person, even though such Person has not assumed or become liable for the payment of such Indebtedness; (viii) all Guaranty Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (i) through (vii) above; and (ix) all Stock Price Guaranties. For all purposes of this Agreement, the Indebtedness of any Person shall include all recourse Indebtedness of any partnership or joint venture or limited liability company in which such Person is a general partner or a joint venturer or a member.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Insolvency Proceeding" means, with respect to any Person, (i) any case, action or proceeding with respect to such Person before any court or other Governmental Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (ii) any general assignment for the benefit of creditors, composition, marshalling of assets for creditors, or other, similar arrangement in respect of its creditors generally or any substantial portion of its creditors; in either case undertaken under U.S. Federal, state or foreign law, including the Bankruptcy Code.

"Intellectual Property Security Agreement" has the meaning specified in the Security Agreement.

"Interest Payment Date" means the last Business Day of each calendar month and the Revolving Loan Maturity Date.

"Interim Commitment Amount" means the lesser of (i) \$40,000,000 and (ii) the maximum amount approved by the Bankruptcy Court in the Interim Financing Order to be made available to Holdings prior to the issuance of the Final Financing Order pursuant to this Agreement.

"Interim Financing Order" means that certain order issued by the Bankruptcy Court in substantially the form of Exhibit J, as the same may be amended, modified or supplemented from time to time with the express written consent of Holdings, the Administrative Agent and the Majority Lenders or as otherwise permitted under Section 8.21.

"Inventory" means inventory (as that term is defined in the UCC).

"Inventory Vendor Discount Reserve" means, as of any date of determination, (i) 100% minus the Truss and Millwork Inventory Percentage multiplied by (ii) the amount of reserves that Holdings has recorded in its books as of such date, in accordance with GAAP, in respect of vendor discounts earned on Holdings' and its Subsidiaries' Inventory.

"Inventory Volume Rebate Reserve" means, as of any date of determination, (i) 100% minus the Truss and Millwork Inventory Percentage multiplied by (ii) the amount of reserves that Holdings has recorded in its books as of such date, in accordance with GAAP, in respect of rebates earned by vendors relating to volume purchases of Holdings' and its Subsidiaries' Inventory.

"Investment" has the meaning specified in Section 8.04.

"IRS" means the Internal Revenue Service, and any Governmental Authority succeeding to any of its principal functions under the Code.

"Issuance Date" has the meaning specified in Section 3.01(a).

"Issue" means, with respect to any Letter of Credit, to issue or to extend the expiry of, or to renew or increase the amount of or otherwise amend, such Letter of Credit; and the terms "Issued," "Issuing" and "Issuance" have corresponding meanings.

"L/C Advance" means each Lender's participation in any L/C Borrowing in accordance with its Proportionate Share.

"L/C Amendment Application" means an application form for amendment of outstanding Standby or Commercial Letters of Credit as shall at any time be in use at the L/C Issuer, as the L/C Issuer shall request.

"L/C Application" means an application form for issuances of Standby or Commercial Letters of Credit as shall at any time be in use at the L/C Issuer, as the L/C Issuer shall request.

"L/C Borrowing" means an extension of credit resulting from a drawing under any Letter of Credit which shall not have been reimbursed on the date when made nor converted into a Borrowing of Revolving Loans under Section 3.03(c).

"L/C Cash Collateral Account" means that certain deposit account with account number 4121914212 held at Wells Fargo Bank, N.A. (or such other interest-bearing deposit accounts held at Wells Fargo Bank, N.A. or its Affiliates satisfactory to the Administrative Agent) in the name of Holdings, in which cash shall from time to time be deposited pursuant to

the Loan Documents as additional collateral for the L/C Obligations, and on which the Administrative Agent shall have a first priority Lien, subject and subordinate only to the Carve-Out and Permitted Priority Liens, and over which the Administrative Agent shall have dominion and control. The Prepetition Administrative Agent shall have a second priority lien on the L/C Cash Collateral Account, subject and subordinate only to the Liens securing the Obligations, the Carve-Out and Permitted Priority Liens.

"L/C Commitment" means the commitment of the L/C Issuer to Issue, and the commitment of the Lenders severally to participate in, Letters of Credit from time to time Issued or outstanding under Article III, in an aggregate amount not to exceed on any date the amount of \$20,000,000, as the same shall be reduced as a result of a reduction in the L/C Commitment pursuant to Section 2.04 or Section 2.06; provided that the L/C Commitment is a part of the Aggregate Revolving Commitment rather than a separate, independent commitment; and provided further that if as a result of any Revolving Commitment reductions hereunder the L/C Commitment shall exceed the Aggregate Revolving Commitment, the L/C Commitment shall automatically reduce by the amount of such excess.

"L/C Issuer" means Wells Fargo in its capacity as issuer of one or more Letters of Credit hereunder, together with any replacement letter of credit issuer arising under Section 10.06 or Section 11.06.

"L/C Obligations" means at any time the sum of (i) the aggregate undrawn amount of all Letters of Credit then outstanding, plus (ii) the amount of all unreimbursed drawings under all Letters of Credit, including all outstanding L/C Borrowings.

"L/C-Related Documents" means the Letters of Credit, the L/C Applications, the L/C Amendment Applications and any other documents relating to any Letter of Credit, including any of the L/C Issuer's standard form documents for letter of credit issuances.

"Lender" has the meaning specified in the preamble. References to the "Lenders" shall include Wells Fargo, including in its capacity as L/C Issuer; for purposes of clarification only, to the extent that Wells Fargo may have any rights or obligations in addition to those of the Lenders due to its status as L/C Issuer, its status as such will be specifically referenced.

"Lending Office" means, as to any Lender, the office or offices of such Lender described as such in such Lender's Administrative Questionnaire, or such other office or offices as a Lender may from time to time notify Holdings and the Administrative Agent.

"Letters of Credit" means any letters of credit Issued by the L/C Issuer pursuant to Article III (which may be Commercial Letters of Credit or Standby Letters of Credit).

"LIBOR" means the rate per annum (rounded upward, if necessary, to the nearest whole 1/8 of 1%) and determined pursuant to the following formula:

$$\text{LIBOR} = \frac{\text{Base LIBOR}}{100\% - \text{LIBOR Reserve Percentage}}$$

“Base LIBOR” means the rate per annum for United States dollar deposits quoted by Wells Fargo, for the purpose of calculating effective rates of interest for loans making reference to the Daily One Month LIBOR Rate, as the Inter-Bank Market Offered Rate in effect from time to time for delivery of funds for one (1) month in amounts approximately equal to the principal amount of such loans. Holdings understands and agrees that Wells Fargo may base its quotation of the Inter-Bank Market Offered Rate upon such offers or other market indicators of the Inter-Bank Market as Wells Fargo in its discretion deems appropriate including, but not limited to, the rate offered for U.S. dollar deposits on the London Inter-Bank Market.

“LIBOR Reserve Percentage” means the reserve percentage prescribed by the FRB (or any successor) for “Eurocurrency Liabilities” (as defined in Regulation D of the Federal Reserve Board, as amended), adjusted by Wells Fargo for expected changes in such reserve percentage during the applicable term of this Agreement.

“Lien” means any security interest, mortgage, deed of trust, pledge, hypothecation, assignment, charge or deposit arrangement, encumbrance, lien (statutory or other) or preferential arrangement of any kind or nature whatsoever in respect of any property (including those created by, arising under or evidenced by any conditional sale or other title retention agreement, the interest of a lessor under a Capital Lease, any financing lease having substantially the same economic effect as any of the foregoing, or the authorized filing of any financing statement naming the owner of the asset to which such lien relates as debtor, under the Uniform Commercial Code or any comparable law) and any contingent or other agreement to provide any of the foregoing.

“Loan” means an extension of credit by a Lender to Holdings (i) under Article II, in the form of a Revolving Loan, or (ii) under Article III in the form of an L/C Advance.

“Loan Documents” means this Agreement, the Notes, each Guaranty, the Collateral Documents, the Agency Fee Letter, the L/C Related Documents and all other documents delivered to the Administrative Agent or any Lender in connection herewith.

“Loan Party” means Holdings, the Company and each other Guarantor.

“Majority Lenders” means two or more Lenders (or if there is only one Lender, such Lender) whose Revolving Commitments (or, if all Revolving Commitments have been terminated, whose outstanding Revolving Loans plus Proportionate Share, if any, of the Effective Amount of all L/C Obligations) exceed 50% of the Aggregate Revolving Commitment (or, if all Revolving Commitments have been terminated, the Effective Amount of all Revolving Loans plus the Effective Amount of all L/C Obligations); provided, however, that at any time any Lender is a Defaulting Lender, all Defaulting Lenders shall be excluded in determining “Majority Lenders” and such Defaulting Lenders’ Revolving Commitments (or Revolving Loans and Proportionate Share of L/C Obligations, as the case may be) shall be excluded in such determination, and “Majority Lenders” shall mean two or more non-Defaulting Lenders (or if

there is only one non-Defaulting Lender, such Lender) otherwise meeting the criteria set forth in this definition.

"Margin Stock" means "margin stock" as such term is defined in Regulation T, U or X of the FRB.

"Material Adverse Effect" means (i) a material adverse change in, or a material adverse effect upon, the operations, business, properties or condition (financial or otherwise) of Holdings or Holdings and its Subsidiaries taken as a whole; (ii) a material impairment of the ability of the Loan Parties to perform under the Loan Documents; or (iii) a material adverse effect upon (a) the legality, validity, binding effect or enforceability against any Loan Party of any Loan Document or (b) the perfection or priority of any Lien granted under the Collateral Documents; provided, however, that the filing of the Bankruptcy Cases and/or the events leading thereto or resulting therefrom shall not constitute a Material Adverse Effect.

"Maximum Commitment Amount" means \$80,000,000.

"Minimum Amount" means (i) in respect of any Borrowing of Loans, (a) in the case of Revolving Loans, an aggregate minimum amount of \$250,000 or any integral multiple of \$100,000 in excess thereof, (ii) in the case of any reduction of the Revolving Commitments under Section 2.04, \$250,000 or any multiple of \$100,000 in excess thereof, and (iii) in the case of any optional prepayment of Loans under Section 2.05, \$250,000 or any multiple of \$100,000 in excess thereof.

"Minority Investment" means the direct or indirect Investment by Holdings in the equity interests of any Person, provided in each case that such Person is not a Subsidiary at the time of such Investment and after giving effect thereto.

"Mortgage" means any deed of trust, mortgage, assignment of rents or other document, in each case as amended, creating a Lien on real property or any interest in real property owned by any Loan Party.

"Mortgaged Property" means all real property set forth on Schedule 6.20 hereto, as such Schedule may be amended from time to time in accordance with Section 7.15.

"Multiemployer Plan" means a "multiemployer plan," within the meaning of section 4001(a)(3) of ERISA, to which Holdings, the Company or any ERISA Affiliate makes, is making, or is obligated to make contributions or, during the preceding three calendar years, has made, or been obligated to make, contributions.

"Net Issuance Proceeds" means, as to any issuance of debt or equity by any Person, cash proceeds received or receivable by such Person in connection therewith, net of costs and expenses paid or incurred in connection therewith in favor of any Person not an Affiliate of such Person.

"Net Proceeds" means, as to any Disposition by a Person, proceeds in cash, checks or other cash equivalent financial instruments as and when received by such Person, net of: (i) the direct costs relating to such Disposition excluding amounts payable to such Person or

any Affiliate of such Person, (ii) sale, use or other transaction taxes and capital gains taxes paid or payable by such Person as a direct result thereof, and (iii) amounts required to be applied to repay principal, interest and prepayment premiums and penalties on Indebtedness secured by a purchase money security interest on any asset which is the subject of such Disposition. "Net Proceeds" shall also include proceeds paid on account of any Event of Loss, net of (a) all money actually applied to repair or reconstruct the damaged property or property affected by the condemnation or taking, (b) all of the direct costs and expenses incurred in connection with the collection of such proceeds, award or other payments, and (c) any amounts retained by or paid to parties having superior rights to such proceeds, awards or other payments.

"Non-Wholly-Owned Subsidiaries" means all direct and indirect Subsidiaries of Holdings which are not Wholly-Owned Subsidiaries.

"Note" means a promissory note executed by Holdings in favor of a Lender pursuant to Section 2.02(b), in substantially the form of Exhibit E.

"Notice of Revolving Loan Borrowing" means a notice in substantially the form of Exhibit A.

"Obligations" means all advances to, and debts and liabilities of, any Loan Party arising under any Loan Document, or otherwise with respect to any Loan or Letter of Credit, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising.

"OFAC" means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

"Operating Lease" means, for any Person, any lease of property (whether real, personal or mixed) which, in accordance with GAAP, would, at the time a determination is made, be required to be recorded as an operating lease in respect of which such Person is liable as lessee.

"Ordinary Course of Business" means, in respect of any transaction involving a Loan Party, the ordinary course of such Loan Party's business, and undertaken by such Loan Party in good faith and not for purposes of evading any covenant or restriction in any Loan Document.

"Organization Documents" means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"Other Taxes" means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this Agreement or any other Loan Document.

"Participant" has the meaning specified in Section 11.06(d).

"PBGC" means the Pension Benefit Guaranty Corporation, or any Governmental Authority succeeding to any of its principal functions under ERISA.

"PCAOB" means the Public Company Accounting Oversight Board.

"Pension Plan" means a pension plan (as defined in section 3(2) of ERISA) subject to Title IV of ERISA which Holdings or the Company sponsors, maintains, or to which it makes, is making, or is obligated to make contributions, or in the case of a multiple employer plan (as described in section 4064(a) of ERISA) has made contributions at any time during the immediately preceding five (5) plan years.

"Permitted Discretion" means a determination made in the exercise of reasonable (from the perspective of a secured lender) business judgment.

"Permitted Liens" has the meaning specified in Section 8.01.

"Permitted Prepetition Claim Payment" means a payment on account of any claim arising or deemed to have arisen prior to the Petition Date, the payment of which is approved pursuant to the First Day Orders or otherwise authorized by the Bankruptcy Court; provided, however, that no such payment shall be made after the occurrence and during the continuance of an Event of Default.

"Permitted Priority Liens" means any Permitted Liens described in clauses (iii) [taxes], (iv) [carriers, warehouseman], (v) [ordinary course liens], and (viii) [ordinary course real estate liens] of Section 8.01(a), but only to the extent such Liens were perfected, non-avoidable, first priority Liens by operation of law prior to the Petition Date.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Petition Date" has the meaning specified in Recital A.

"Plan" means an employee benefit plan (as defined in section 3(3) of ERISA) which Holdings or the Company sponsors or maintains or to which Holdings or the Company makes, is making, or is obligated to make contributions and includes any Pension Plan.

"Plan of Reorganization" means any Chapter 11 plan or plans for Holdings and each Guarantor to be filed with the Bankruptcy Court in the Bankruptcy Cases; provided, however, that notwithstanding anything to the contrary set forth herein, the Plan of Reorganization (or any amendments or modifications thereto) shall provide for the payment in full in cash of all outstanding Loans and other non-contingent obligations hereunder and the

replacement, cancellation, cash collateralization or satisfactory rollover of all Letters of Credit on the effective date of the Plan of Reorganization.

"Pledged Collateral" means the "Pledged Collateral" as defined in the Security Agreement and shall include all products and Proceeds (as defined in the Security Agreement) of the Pledged Collateral.

"Postpetition Liabilities" means any liabilities or other obligations of Holdings or any Subsidiary incurred or assumed after the Petition Date.

"Prepetition Administrative Agent" means Wells Fargo in its capacity as "Administrative Agent" under the Prepetition Credit Agreement, and its successors and assigns in such capacity.

"Prepetition Credit Agreement" means the Second Amended and Restated Credit Agreement dated as of November 10, 2006, by and among Holdings, the Guarantors, the lenders party thereto and Wells Fargo, as administrative agent, as amended by that certain First Amendment to Second Amended and Restated Credit Agreement dated as of February 29, 2008 and that certain Second Amendment to Second Amended and Restated Credit Agreement dated as of September 30, 2008.

"Prime Rate" means at any time the rate of interest most recently announced within Wells Fargo at its principal office as its Prime Rate, with the understanding that the Prime Rate is one of Wells Fargo's base 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 publication or publications as Wells Fargo may designate.

"Professional Persons" has the meaning specified in the definition of "Carve-Out" herein.

"Proportionate Share" means, as to any Lender at any time, the percentage equivalent (expressed as a decimal, rounded to the ninth decimal place) at such time of such Lender's Revolving Commitment divided by the Aggregate Revolving Commitment (or, if all Revolving Commitments have been terminated, (i) the sum of (A) the Effective Amount of such Lender's Revolving Loans and (B) such Lender's pro rata share, if any, of the Effective Amount of all L/C Obligations, divided by (ii) the sum of (A) the Effective Amount of all Revolving Loans and (B) the Effective Amount of all L/C Obligations).

"Put Obligations" mean obligations of Holdings either directly or indirectly to purchase from any Person such Person's equity interest in Non-Wholly-Owned Subsidiaries or such Person's equity interest in Persons in which Holdings has a Minority Investment.

"Reimbursement Date" has the meaning specified in Section 3.03(b).

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"Rent Reserve" means, as of any date of determination and without duplication for multiple classes of eligible assets held at any particular location, a Dollar amount equal to (i) three multiplied by (ii) the aggregate monthly rent payable by Holdings and its Subsidiaries in respect of all real property leased by Holdings and its Subsidiaries and all contract warehouses, in each case, where Eligible Inventory or Eligible Fixed Assets are located, but only to the extent that the underlying real property lease or contract has been assumed by a Loan Party in the Bankruptcy Cases.

"Reportable Event" means any of the events set forth in section 4043(c) of ERISA or the regulations thereunder, other than any such event for which the 30-day notice requirement under ERISA has been waived in regulations issued by the PBGC.

"Requirement of Law" means, as to any Person, any law (statutory or common), treaty, rule or regulation or determination of an arbitrator or of a Governmental Authority, in each case applicable to or binding upon the Person or any of its property or to which the Person or any of its property is subject.

"Requisite Priority" means the following with respect to Holdings and each Guarantor in the Bankruptcy Cases, subject and subordinate only to the Carve-Out (provided that such exceptions set forth in the definition of "Carve-Out" shall only apply upon the actual accrual of such amounts in accordance therewith and, at all times prior to such accruals, such amounts shall be subject to clauses (i) and (ii) below) and Permitted Priority Liens:

(i) pursuant to Bankruptcy Code Section 364(c)(2), a first priority, perfected Lien upon each Loan Party's right, title and interest in, to and under the Collateral that is not otherwise encumbered by a valid perfected security interest or Lien on the Petition Date; and

(ii) pursuant to Bankruptcy Code Section 364(d)(1), a first priority, senior, priming, perfected Lien upon all of each Loan Party's right, title and interest in, to and under all other Collateral, including the collateral under the Prepetition Credit Agreement.

"Responsible Officer" means as to any Person, the chief executive officer or the president of such Person, or any other officer having substantially the same authority and responsibility; or, with respect to compliance with financial covenants, the chief financial officer or the treasurer of such Person, or any other officer having substantially the same authority and responsibility.

"Revolving Commitment" means, as to each Lender, its obligation to (a) make Revolving Loans to Holdings pursuant to Section 2.01(a) and (b) purchase participations in L/C Obligations, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule 2.01(a) or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement.

"Revolving Loan" has the meaning specified in Section 2.01(a).

"Revolving Loan Maturity Date" means the earliest to occur of (a) January 2, 2010 or, upon the effectiveness of the Extension Option, March 31, 2010; (b) the date upon which the Interim Financing Order expires unless the Final Financing Order has been entered and has become effective; (c) the earlier of the effectiveness or effective date of the Plan of Reorganization; (d) the date of the closing of a sale of all or substantially all of Holdings' assets pursuant to Section 363 of the Bankruptcy Code; (e) a dismissal of the Bankruptcy Cases or a conversion of the Bankruptcy Cases to Chapter 7 cases under the Bankruptcy Code; and (f) the date of termination of the Revolving Commitments in accordance with the provisions of this Agreement.

"Sale Cash Collateral Excess Proceeds Account" means that certain deposit account with account number 4121914295 held at Wells Fargo Bank, N.A. (or such other interest-bearing deposit accounts held at Wells Fargo Bank, N.A. or its Affiliates satisfactory to the Administrative Agent) in the name of Holdings, in which cash shall from time to time be deposited as provided in Sections 2.06(a)(iii) and 2.06(a)(vii) as additional collateral for the Indebtedness under the Prepetition Credit Agreement, and on which the Administrative Agent shall have a first priority Lien, subject and subordinate only to the Carve-Out and Permitted Priority Liens, and over which the Administrative Agent shall have dominion and control, which account shall be treated in accordance with the Plan of Reorganization. The Prepetition Administrative Agent shall have a second priority lien on the Sale Cash Collateral Excess Proceeds Account, subject and subordinate only to the Liens securing the Obligations, the Carve-Out and Permitted Priority Liens.

"Sanctioned Entity" means (a) a country or a government of a country, (b) an agency of the government of a country, (c) an organization directly or indirectly controlled by a country or its government, (d) a Person resident in or determined to be resident in a country, in each case, that is subject to a country sanctions program administered and enforced by OFAC.

"Sanctioned Person" means a person named on the list of Specially Designated Nationals maintained by OFAC.

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Securities Laws" means the Securities Act of 1933, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002, and the applicable accounting and auditing principles, rules, standards and practices promulgated, approved or incorporated by the SEC or the PCAOB.

"Security Agreement" means that certain Security Agreement, dated as of the Effective Date, among Holdings, the Guarantors and the Administrative Agent for the benefit of the Lenders and the other Secured Parties (as defined in the Security Agreement) in substantially the form of Exhibit G.

"Selling, General and Administrative Expenses From Continuing Operations" means, for any period, selling, general and administrative expenses of Holdings and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, but exclusive of selling, general and administrative expenses of the Wind-Down Business Units.

"Servicing Fee" has the meaning specified in Section 2.09(c).

"Solvent" means, with respect to any Person on a particular date, that, at fair valuations, the sum of such Person's assets is greater than all of such Person's debts.

"Standby Letter of Credit" means a standby Letter of Credit issued for the account of Holdings to support obligations of Holdings or any Subsidiary, contingent or otherwise (and excluding all Commercial Letters of Credit).

"Stock Price Guaranty" means a guaranty that (i) is issued by Holdings or an Affiliate of Holdings in connection with the Acquisition of another Person, and (ii) is for the payment of cash or issuance of Holdings' common stock if the common stock issued by Holdings in connection with such an Acquisition is sold for less than the price provided for in the guaranty during its term, provided that for purposes of determining the amount of any Stock Price Guaranty at any time, the amount of such guaranty shall be equal to (a) the guaranteed stock price multiplied by the number of shares covered by the guaranty, minus (b) the current fair market value of one share of Holdings' common stock (which fair market value shall be equal to the five day trailing average closing price for Holdings' common stock as reported by the Nasdaq National Stock Market) multiplied by the number of shares covered by the guaranty, provided further, that for purposes of determining the amount of any Stock Price Guaranty which is payable solely in common stock of Holdings, the amount of such Stock Price Guaranty shall equal zero.

"Subsidiary" of a Person means any corporation, association, partnership, limited liability company, joint venture or other business entity of which more than 50% of the voting stock, membership interests or other equity interests, is owned or controlled directly or indirectly by the Person, or one or more of the Subsidiaries of the Person, or a combination thereof. Unless the context otherwise clearly requires, references herein to a "Subsidiary" refer to a Subsidiary of Holdings.

"Superpriority Status" has the meaning specified in Section 6.24(c).

"Surety Instruments" means all letters of credit (including standby and commercial), banker's acceptances, bank guaranties, shipside bonds, surety bonds and similar instruments.

"Swap Contract" means any agreement, whether or not in writing, relating to any transaction that is a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap or option, bond, note or bill option, interest rate option, forward foreign exchange transaction, cap, collar or floor transaction, currency swap, cross-currency rate swap, swaption, currency option or any other, similar transaction (including any option to enter into any of the foregoing) or any combination of the foregoing, and, unless the context otherwise clearly requires, any master agreement relating to or governing any or all of the foregoing.

"Swap Termination Value" means, in respect of any one or more Swap Contracts, after taking into account the effect of any legally enforceable netting agreement relating to such Swap Contracts, (i) for any date on or after the date such Swap Contracts have been closed out

and termination value(s) determined in accordance therewith, such termination value(s), and (ii) for any date prior to the date referenced in clause (i) the amount(s) determined as the mark-to-market value(s) for such Swap Contracts, as determined by Holdings based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Swap Contracts (which may include any Lender).

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Total Sales From Continuing Operations" means, for any period, total sales of Holdings and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, but exclusive of total sales of the Wind-Down Business Units.

"Truss and Millwork Inventory" means Inventory consisting of trusses and millwork.

"Truss and Millwork Inventory Percentage" means, as of any date of determination, the percentage of Holdings' and its Subsidiaries' total Inventory consisting of Truss and Millwork Inventory as of such date.

"Truss and Millwork Vendor Discount Reserve" means, as of any date of determination, (i) the Truss and Millwork Inventory Percentage multiplied by (ii) the amount of reserves that Holdings has recorded in its books as of such date, in accordance with GAAP, in respect of vendor discounts earned on Holdings' and its Subsidiaries' Inventory.

"Truss and Millwork Volume Rebate Reserve" means, as of any date of determination, (i) the Truss and Millwork Inventory Percentage multiplied by (ii) the amount of reserves that Holdings has recorded in its books as of such date, in accordance with GAAP, in respect of rebates earned by vendors relating to volume purchases of Holdings' and its Subsidiaries' Inventory.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of California.

"Unfunded Pension Liability" means the excess of a Plan's benefit liabilities under section 4001(a)(16) of ERISA, over the current value of that Plan's assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to section 412 of the Code for the applicable plan year.

"United States" and "U.S." each means the United States of America.

"Update Certificate" means a certificate in substantially the form of Exhibit H.

"U.S. Subsidiary" and "U.S. Wholly-Owned Subsidiary" means a Subsidiary or Wholly-Owned Subsidiary, as the case may be, that is located in and a resident of the United States.

"U.S. Trustee" means the U.S. Trustee for the District of Delaware.

"Warranty Reserve" means, as of any date of determination, the amount of reserves that Holdings has recorded in its books as of such date, in accordance with GAAP, in respect of actual or estimated warranty claims relating to products or services provided by Holdings and its Subsidiaries.

"Wells Fargo" has the meaning specified in the preamble, or any successor by merger thereto.

"Wholly-Owned Subsidiary" means any Person in which (other than directors' qualifying shares required by law) 100% of the capital stock or similar equity interest of each class having ordinary voting power, and 100% of the capital stock or similar equity interest of every other class, in each case, at the time as of which any determination is being made, is owned, beneficially and of record, by Holdings, or by one or more of the other Wholly-Owned Subsidiaries, or both.

"Wind-Down Business Units" means the business units identified on Schedule 1.01E, together with such other business units as Holdings may designate and that are approved by the Administrative Agent and the Majority Lenders, such approval not to be unreasonably withheld or delayed.

"Wind-Down of Non-Core Operations" means the termination or transfer of all employees and the cessation of business operations (within the meaning of Section 165 of the Code) of the Wind-Down Business Units.

1.02 Other Interpretive Provisions.

(a) 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, (i) any definition of or reference to any agreement, instrument or other document (including any Organization Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words "herein," "hereof" and "hereunder," and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, (vi) 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, and (vii) the term “documents” includes any and all instruments, documents, agreements, certificates, indentures, notices and other writings, however evidenced.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding,” and the word “through” means “to and including.”

(c) The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

(d) This Agreement and other Loan Documents may use several different limitations, tests or measurements to regulate the same or similar matters. All such limitations, tests and measurements are cumulative and shall each be performed in accordance with their terms. Unless otherwise expressly provided, any reference to any action of the Administrative Agent or the Lenders by way of consent, approval or waiver shall be deemed modified by the phrase “in its/their sole discretion.”

(e) This Agreement and the other Loan Documents are the result of negotiations among the Administrative Agent, Holdings, the Company and the other parties, have been reviewed by counsel to the Administrative Agent, Holdings, the Company and such other parties, and are the products of all parties. Accordingly, they shall not be construed against the Lenders or the Administrative Agent merely because of the Administrative Agent’s or Lenders’ involvement in their preparation.

1.03 Accounting Principles.

(a) Unless the context otherwise clearly requires, all accounting terms not expressly defined herein shall be construed, and all financial computations required under this Agreement shall be made, in accordance with GAAP, consistently applied; provided, however, that if GAAP shall have been modified after the Effective Date and the application of such modified GAAP shall have a material effect on such financial computations (including the computations required for the purpose of determining compliance with the covenants set forth in Article VIII), then such computations shall be made and such financial statements, certificates and reports shall be prepared, and all accounting terms not otherwise defined herein shall be construed, in accordance with GAAP as in effect prior to such modification, unless and until the Majority Lenders and Holdings shall have agreed upon the terms of the application of such modified GAAP.

(b) References herein to “fiscal year”, “fiscal quarter” and “fiscal month” refer to such fiscal periods of Holdings.

ARTICLE II.

THE CREDITS

2.01 Amounts and Terms of Commitments and Loans.

(a) The Revolving Credit. On the terms and subject to the conditions of this Agreement, each Lender severally agrees to advance to Holdings from time to time during the period beginning on the Effective Date and ending on the Revolving Loan Maturity Date such loans (each such loan, a "Revolving Loan") in Dollars as Holdings may request under this Section 2.01(a); provided, however, that (i) after giving effect to any Borrowing of Revolving Loans, (A) the Effective Amount of all Revolving Loans and the Effective Amount of all L/C Obligations shall not exceed the Aggregate Revolving Commitment, (B) the Effective Amount of the Revolving Loans of any Lender plus the participation of such Lender in the Effective Amount of all L/C Obligations shall not at any time exceed such Lender's Revolving Commitment and (C) the Effective Amount of all Revolving Loans and L/C Obligations shall not exceed the Borrowing Base then in effect. Within the limits of each Lender's Revolving Commitment, and subject to the other terms and conditions hereof, Holdings may borrow under this Section 2.01(a), prepay under Section 2.05 and reborrow under this Section 2.01(a).

2.02 Loan Accounts.

(a) The Loans made by each Lender and the Letters of Credit Issued by the L/C Issuer shall be evidenced by one or more accounts or records maintained by such Lender or L/C Issuer, as the case may be, in the ordinary course of business. The accounts or records maintained by the Administrative Agent, the L/C Issuer and each Lender shall be conclusive absent manifest error of the amount of the Loans made by the Lenders to Holdings and the Letters of Credit Issued for the account of Holdings, and the interest and payments thereon. Any failure so to record or any error in doing so shall not, however, limit or otherwise affect the obligation of Holdings hereunder to pay any amount owing with respect to the Loans or any Letter of Credit.

(b) Upon the request of any Lender made through the Administrative Agent, the Loans made by such Lender may be evidenced by one or more Notes, instead of or in addition to loan accounts. Each such Lender shall endorse on the schedules annexed to its Note(s) the date, amount and maturity of each Loan made by it and the amount of each payment of principal made by Holdings with respect thereto. Each such Lender is irrevocably authorized by Holdings to endorse its Note(s), and each Lender's record shall be conclusive absent manifest error; provided, however, that the failure of a Lender to make, or an error in making, a notation thereon with respect to any Loan shall not limit or otherwise affect the obligations of Holdings hereunder or under any such Note to such Lender.

2.03 Procedure for Borrowing.

(a) Each Borrowing of Revolving Loans shall be made upon Holdings' irrevocable written notice delivered to the Administrative Agent in the form of a Notice of Revolving Borrowing, which notice must be received by the Administrative Agent prior to 9:00 a.m. (San Francisco time) on the requested Borrowing Date, specifying:

(i) the amount of the Borrowing, which shall be in a Minimum Amount; and

(ii) the requested Borrowing Date, which shall be a Business Day.

(b) The Administrative Agent will promptly notify each Lender of its receipt of any Notice of Revolving Borrowing and of the amount of such Lender's Proportionate Share of that Borrowing.

(c) Each Lender will make the amount of its Proportionate Share of each Borrowing available to the Administrative Agent for the account of Holdings at the Administrative Agent's Payment Office by 11:00 a.m. (San Francisco time) on the Borrowing Date requested by Holdings in funds immediately available to the Administrative Agent. The proceeds of each such Borrowing will then be made available to Holdings by the Administrative Agent at such office by crediting the account of Holdings on the books of Wells Fargo with the aggregate of the amounts made available to the Administrative Agent by the Lenders and in like funds as received by the Administrative Agent, or if requested by Holdings, by wire transfer in accordance with written instructions provided to the Administrative Agent by Holdings of such funds as received by the Administrative Agent, unless on the date of the Borrowing all or any portion of the proceeds thereof shall then be required to be applied to the repayment of any outstanding Loans or L/C Obligations, in which case such proceeds or portion thereof shall be applied to the payment of such Loans or L/C Obligations.

2.04 Voluntary Termination or Reduction of Commitments. Holdings may, upon not less than three (3) Business Days' prior written notice to the Administrative Agent, terminate the Revolving Commitments, or permanently reduce the Revolving Commitments, provided that the aggregate amount of any partial reduction is in a Minimum Amount; unless, after giving effect thereto and to any prepayments of any Loans made on the effective date thereof, (i) the Effective Amount of all Revolving Loans and L/C Obligations together would exceed the Aggregate Revolving Commitment then in effect, or (ii) the Effective Amount of all L/C Obligations would exceed the L/C Commitment then in effect. Once reduced in accordance with this Section 2.04, the Revolving Commitments may not be increased. Any reduction of the Revolving Commitments shall be applied to each Lender according to its Proportionate Share. If and to the extent specified by Holdings in the notice to the Administrative Agent, some or all of the reduction in the Revolving Commitments shall be applied to reduce the L/C Commitment. All accrued commitment and letter of credit fees to, but not including, the effective date of any reduction or termination of Revolving Commitments, shall be paid on the effective date of such reduction or termination.

2.05 Optional Prepayments. Subject to Section 4.04, Holdings may, at any time or from time to time, upon irrevocable written notice to the Administrative Agent provided prior to 9:00 a.m. (San Francisco time) on the day of such prepayment (provided that, if such prepayment is received by the Administrative Agent on or prior to 11:00 a.m. (San Francisco time) on any Business Day, such payment shall be applied against the outstanding Loans on the same Business Day), ratably prepay Loans in whole or in part, in Minimum Amounts without penalty; provided, however, that such notice may state that it is conditioned upon the consummation of a refinancing or other transaction, in which case such notice may be revoked by Holdings (by written notice to the Administrative Agent on or prior to the specified prepayment date), subject to Section 4.04, if such condition is not satisfied. Such notice of

prepayment shall specify the date and amount of such prepayment. The Administrative Agent will promptly notify the Lenders of its receipt of any such notice and of such prepayment. If such notice is given by Holdings, Holdings shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein, together with (in the case of Loans based on LIBOR) accrued interest to each such date on the amount prepaid and any amounts required pursuant to Section 4.04.

2.06 Mandatory Prepayments of Loans; Mandatory Commitment Reductions.

(a) Mandatory Prepayments of Loans.

(i) Over L/C Commitment. If at any time the Effective Amount of all L/C Obligations exceeds the L/C Commitment, Holdings shall Cash Collateralize on such date the outstanding Letters of Credit in an amount equal to the excess of the maximum amount then available to be drawn under the Letters of Credit over the L/C Commitment.

(ii) Over Aggregate Revolving Commitment. If at any time the Effective Amount of all Revolving Loans plus the Effective Amount of all L/C Obligations exceeds the Aggregate Revolving Commitment, Holdings shall immediately, and without notice or demand, pay an amount equal to the applicable excess in the following order of priority: first, Holdings shall prepay any L/C Borrowings then outstanding up to an amount equal to any remaining excess; and second, Holdings shall prepay the Revolving Loans then outstanding up to an amount equal to any remaining excess.

(iii) Dispositions of Property other than Excess Real Estate. If Holdings, the Company or any other Subsidiary shall at any time make or agree to make a Disposition of assets other than Excess Real Estate, then (A) Holdings shall promptly notify the Administrative Agent and the Prepetition Administrative Agent of such Disposition (including notice of the amount of the estimated Net Proceeds to be received by Holdings, the Company or such other Subsidiary in respect thereof), and (B) promptly upon, and in no event later than one (1) Business Day after, receipt by Holdings, the Company or such other Subsidiary of the Net Proceeds of such Disposition, Holdings shall pay an amount equal to 100% of such Net Proceeds in the following order of priority: first, Holdings shall prepay the outstanding amount of any L/C Borrowings; second, with any remaining excess, Holdings shall prepay the outstanding amount of any Revolving Loans; third, with any remaining excess, Holdings shall Cash Collateralize the L/C Obligations in accordance with Section 3.07; and fourth, to the extent that Holdings and its Subsidiaries have received such Net Proceeds exceeding \$25,000,000 in the aggregate, and provided no Default then exists, Holdings shall pay any remaining excess to the Prepetition Administrative Agent as cash collateral for the Indebtedness under the Prepetition Credit Agreement, which excess would be deposited in the Sale Cash Collateral Excess Proceeds Account and be treated in accordance with the Plan of Reorganization; provided, however, that with respect to any Non-Wholly-Owned Subsidiary, Holdings shall only be required to make the payments provided above in an amount equal to the ratable portion of the Net Proceeds received by such Non-Wholly-Owned Subsidiary based on Holdings' direct or indirect interest in such Non-Wholly-Owned Subsidiary; and provided, further, however, that if the Net Proceeds of any Disposition are less than \$100,000, then Holdings may delay the payments required under this

Section 2.06(a)(iii) until such time as aggregate Net Proceeds from Dispositions in respect of which a payment under this Section 2.06(a)(iii) has not been made exceed \$100,000.

(iv) New Debt. If Holdings, the Company or any other Subsidiary shall at any time or from time to time issue any debt securities or otherwise borrow money (other than any Loans and other Indebtedness permitted under Section 8.05), then (i) Holdings shall promptly notify the Administrative Agent in advance of the estimated Net Issuance Proceeds of such issuance or borrowing, and (ii) promptly upon, and in no event later than one (1) Business Day after, receipt by Holdings, the Company or such other Subsidiary of the Net Issuance Proceeds of such issuance or borrowing, Holdings shall pay an amount equal to 100% of such Net Issuance Proceeds in the following order of priority: first, Holdings shall prepay the outstanding amount of any L/C Borrowings; second, with any remaining excess, Holdings shall prepay the outstanding amount of any Revolving Loans; third, with any remaining excess, Holdings shall Cash Collateralize the outstanding amount of any L/C Obligations in accordance with Section 3.07; and fourth, with any remaining excess, Holdings shall fund the Cash Collateral Account; provided, however, that with respect to any Non-Wholly-Owned Subsidiary, Holdings shall only be required to make the payments provided above in an amount equal to the ratable portion of the Net Issuance Proceeds received by such Non-Wholly-Owned Subsidiary in respect of such issuance or borrowing based on Holdings' direct or indirect interest in such Non-Wholly-Owned Subsidiary.

(v) Over Borrowing Base. If at any time the Effective Amount of all Revolving Loans plus the Effective Amount of all L/C Obligations exceeds the Borrowing Base then in effect, Holdings shall immediately, and without notice or demand, pay an amount equal to the applicable excess in the following order of priority: first, Holdings shall prepay any L/C Borrowings then outstanding up to an amount equal to the applicable excess; second, Holdings shall prepay the Revolving Loans then outstanding up to an amount equal to any remaining excess; and third, Holdings shall Cash Collateralize the L/C Obligations then outstanding up to an amount equal to any remaining excess in accordance with Section 3.07.

(vi) New Equity. Unless waived by the Majority Lenders in each instance, upon the receipt of Net Issuance Proceeds in respect of the issuance and sale of any Equity Securities by Holdings or any Subsidiary, Holdings shall, within one (1) Business Day of Holdings' or such Subsidiary's receipt of such Net Issuance Proceeds, pay an amount equal to 100% of such Net Issuance Proceeds in the following priority: first, Holdings shall prepay the outstanding amount of any L/C Borrowings; second, with any remaining excess, Holdings shall prepay the outstanding amount of any Revolving Loans; third, with any remaining excess, Holdings shall Cash Collateralize the outstanding amount of any L/C Obligations in accordance with Section 3.07; and fourth, with any remaining excess, Holdings shall fund the Cash Collateral Account.

(vii) Dispositions of Excess Real Estate. If Holdings, the Company or any other Subsidiary shall at any time make or agree to make a Disposition of Excess Real Estate, then (A) Holdings shall promptly notify the Administrative Agent and the Prepetition Administrative Agent of such Disposition (including notice of the amount of the estimated Net Proceeds to be received by Holdings, the Company or such other Subsidiary in respect thereof), and (B) provided no Default then exists, then promptly upon, and in no event

later than one (1) Business Day after, receipt by Holdings, the Company or such other Subsidiary of the Net Proceeds of such Disposition, Holdings shall pay an amount equal to 100% of such Net Proceeds to the Prepetition Administrative Agent as cash collateral for the Indebtedness under the Prepetition Credit Agreement, which excess would be deposited in the Sale Cash Collateral Excess Proceeds Account and be treated in accordance with the Plan of Reorganization; provided, however, that with respect to any Non-Wholly-Owned Subsidiary, Holdings shall only be required to make the payments provided above in an amount equal to the ratable portion of the Net Proceeds received by such Non-Wholly-Owned Subsidiary based on Holdings' direct or indirect interest in such Non-Wholly-Owned Subsidiary.

(viii) Extraordinary Payments. If Holdings, the Company or any other Subsidiary shall at any time or from time to time receive extraordinary payments (*i.e.*, payments received outside of the Ordinary Course of Business) of cash, checks or other cash equivalent financial instruments, including payments from any Governmental Authority in respect of any federal, state or local tax refunds, then promptly upon, and in no event later than one (1) Business Day after, receipt by Holdings, the Company or such other Subsidiary of such extraordinary payments, Holdings shall pay an amount equal to 100% of such extraordinary payments in the following order of priority: first, Holdings shall prepay the outstanding amount of any L/C Borrowings; second, with any remaining excess, Holdings shall prepay the outstanding amount of any Revolving Loans; third, with any remaining excess, Holdings shall Cash Collateralize the outstanding amount of any L/C Obligations in accordance with Section 3.07; and fourth, with any remaining excess, Holdings shall fund the Cash Collateral Account; provided, however, that if the Net Proceeds of any extraordinary payment are less than \$100,000, then Holdings may delay the payments required under this Section 2.06(a)(viii) until such time as aggregate Net Proceeds from extraordinary payments in respect of which a payment under this Section 2.06(a)(viii) has not been made exceed \$100,000.

(ix) Cash Collateral Account Balance. If as of the close of business on any Business Day the balance in the Cash Collateral Account on such day exceeds \$1,000,000, then Holdings shall within one (1) Business Day, and without notice or demand, pay an amount equal to the applicable excess in the following order of priority: first, Holdings shall prepay any L/C Borrowings then outstanding up to an amount equal to any remaining excess; second, Holdings shall prepay the Revolving Loans then outstanding up to an amount equal to any remaining excess; and third, Holdings shall Cash Collateralize the L/C Obligations then outstanding up to an amount equal to any remaining excess in accordance with Section 3.07.

(x) Holdings shall pay, together with each prepayment under this Section 2.06, accrued interest on the amount of any Loans prepaid and any amounts required pursuant to Section 4.04.

(b) Mandatory Commitment Reductions. The Aggregate Revolving Commitment shall be automatically and permanently reduced to \$0 on the Revolving Loan Maturity Date.

2.07 Repayment.

(a) The Revolving Loans. Holdings shall repay to the Administrative Agent for the account of the Lenders on the Revolving Loan Maturity Date the aggregate principal amount of Revolving Loans outstanding on such date.

2.08 Interest.

(a) Subject to Section 2.08(c) below, each Revolving Loan shall bear interest on the outstanding principal amount thereof from the applicable Borrowing Date at a rate per annum equal to the Base Rate plus the Applicable Margin.

(b) Interest on each Revolving Loan shall be paid in arrears on each Interest Payment Date. Interest shall also be paid on the date of any prepayment of the Loans under Section 2.05 or Section 2.06 for the portion of such Loans so prepaid and upon payment (including prepayment) in full thereof, and on the Revolving Loan Maturity Date. During the existence of any Event of Default, interest shall be paid on demand of the Administrative Agent at the request or with the consent of the Majority Lenders.

(c) Notwithstanding Section 2.08(a), while any Event of Default exists or after acceleration, Holdings shall pay interest (after as well as before entry of judgment thereon to the extent permitted by law) on the principal amount of all outstanding Loans and other Obligations of Holdings, at a rate per annum which is determined by adding 4% per annum to the Applicable Margin and, in the case of Obligations not subject to the Applicable Margin, at a rate per annum equal to the Base Rate plus the Applicable Margin plus 4% per annum.

(d) Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to Holdings. In determining whether the interest contracted for, charged, or received by the Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

2.09 Fees. In addition to certain fees described in Section 3.08:

(a) Agency Fee. On the Effective Date, Holdings shall pay the fee specified in that certain letter agreement between Holdings and Wells Fargo dated June 16, 2009 (the "Agency Fee Letter", and such fee, the "Agency Fee"). The Agency Fee is fully earned when due and, once paid, is non-refundable.

(b) Commitment Fees. Holdings shall pay to the Administrative Agent for the account of each Lender a commitment fee on the actual daily unused portion of such Lender's Proportionate Share of the then effective Aggregate Revolving Commitment (the "Available Commitment"), computed on a monthly basis in arrears on the last Business Day of each calendar month based upon the daily utilization for that month as calculated by the

Administrative Agent at a rate per annum equal to the Applicable Fee Amount (such fees, the "Commitment Fees"). For purposes of calculating the Available Commitment under this Section 2.09, the Revolving Commitments shall be deemed used to the extent of the Effective Amount of Revolving Loans then outstanding plus the Effective Amount of L/C Obligations then outstanding (other than L/C Obligations consisting of the aggregate undrawn amount of all Commercial Letters of Credit then outstanding). Such Commitment Fees shall accrue from the Effective Date to the Revolving Loan Maturity Date and shall be due and payable monthly in arrears on the last Business Day of each calendar month, commencing on June 30, 2009, to the Revolving Loan Maturity Date, with the final payment to be made on the Revolving Loan Maturity Date; provided that in connection with any termination of Revolving Commitments hereunder, the accrued Commitment Fees calculated for the period ending on such date shall also be paid on the date of termination. The Commitment Fees provided in this Section 2.09(b) shall accrue at all times after the Effective Date, including at any time during which one or more conditions in Article V are not met. The Commitment Fees are fully earned when due and, once paid, are non-refundable.

(c) Servicing Fee. Holdings shall pay to the Administrative Agent, for the Administrative Agent's sole account, a servicing fee equal to \$2,500 per month for each month (or a pro-rata share thereof, if in respect of a portion of a month) from and after the Effective Date up to the Revolving Loan Maturity Date (the "Servicing Fee"), which shall be due and payable monthly in arrears on the last Business Day of each calendar month, commencing on June 30, 2009, to the Revolving Loan Maturity Date, with the final payment to be made on the Revolving Loan Maturity Date. The Servicing Fee is fully earned when due and, once paid, is non-refundable.

(d) Closing Fee. On the Effective Date, Holdings shall pay to the Administrative Agent for the account of each of the Lenders in accordance with its respective Proportionate Share a closing fee equal to 2.00% of the Maximum Commitment Amount (such fee, the "Closing Fee"). The Closing Fee is fully earned when due and, once paid, is non-refundable.

(e) Audit, Appraisal and Examination Fees. Holdings shall pay to the Administrative Agent, for the Administrative Agent's sole account, (i) a fee equal to \$1,000 per day, per auditor, plus reasonable out-of-pocket expenses for each financial audit of Holdings or any Guarantor performed by personnel, employed by the Administrative Agent, (ii) if implemented, a fee equal to \$1,000 per day, per applicable individual, plus reasonable out-of-pocket expenses for the establishment of electronic collateral reporting, and (iii) the actual charges paid or incurred by the Administrative Agent if it elects to employ the services of one or more third persons to perform financial audits or quality of the earnings analyses of Holdings or any Guarantor, to establish electronic collateral reporting systems, to appraise the Collateral, or any portion thereof, or to assess Holdings' or any Guarantor's business valuation.

2.10 Computation of Fees and Interest.

(a) All computations of fees and interest shall be made on the basis of a 360-day year and actual days elapsed. Interest and fees shall accrue during each period during which interest or such fees are computed from the first day thereof to the last day thereof.

(b) Each determination of an interest rate by the Administrative Agent shall be conclusive and binding on Holdings and the Lenders in the absence of manifest error. The Administrative Agent will, at the request of Holdings or any Lender, deliver to Holdings or the Lender, as the case may be, a statement showing the quotations used by the Administrative Agent in determining any interest rate and the resulting interest rate.

2.11 Payments Generally; Administrative Agent's Clawback.

(a) General. All payments to be made by Holdings shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by Holdings hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Payment Office in Dollars and in immediately available funds not later than 11:00 a.m. (San Francisco time) on the date specified herein. The Administrative Agent will promptly distribute to each Lender its Proportionate Share (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 11:00 a.m. (San Francisco time) shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by Holdings shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing (or prior to the time of any Borrowing, in the case of any same day advance of Revolving Loans) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.03 and may, in reliance upon such assumption, make available to Holdings a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and Holdings severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to Holdings to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation and (B) in the case of a payment to be made by Holdings, the interest rate applicable to Revolving Loans. If Holdings and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to Holdings the amount of such interest paid by Holdings for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by Holdings shall be without prejudice to any claim Holdings may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Holdings; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from Holdings prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or the L/C Issuer hereunder that Holdings will not make such payment, the Administrative Agent may assume that Holdings has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders or the L/C Issuer, as the case may be, the amount due. In such event, if Holdings has not in fact made such payment, then each of the Lenders or the L/C Issuer, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or the L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Lender or Holdings with respect to any amount owing under this subsection (b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to Holdings by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article V are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender, without interest.

(d) Obligations of Lenders Several. The obligations of the Lenders hereunder to make Loans, to fund participations in Letters of Credit and to make payments pursuant to Section 11.04(c) are several and not joint. The failure of any Lender to make any Loan, to fund any such participation or to make any payment under Section 11.04(c) on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan, to purchase its participation or to make its payment under Section 11.04(c).

2.12 Sharing of Payments, Etc.

(a) Except as otherwise provided herein:

(i) Each Revolving Loan and reduction of the Aggregate Revolving Commitment shall be made or shared among the Lenders pro rata according to their respective Proportionate Shares;

(ii) Each payment of principal on Loans in any Borrowing shall be shared among the Lenders which made or funded the Loans in such Borrowing pro rata according to the respective unpaid principal amounts of such Loans then owed to such Lenders;

(iii) Each payment of interest on Loans in any Borrowing shall be shared among the Lenders that made or funded the Loans in such Borrowing pro rata

according to (A) the respective unpaid principal amounts of such Loans so made or funded by such Lenders and (B) the dates on which such Lenders so made or funded such Loans;

(iv) Each payment of Commitment Fees pursuant to this Agreement shall be shared among the Lenders (except for Defaulting Lenders) pro rata according to (A) their respective Proportionate Shares and (B) in the case of each Lender which becomes a Lender hereunder after the date hereof, the date upon which such Lender so became a Lender;

(v) Each payment of any fees due in connection with any amendment hereto or any waiver of or forbearance from any Event of Default existing hereunder shall be shared among those Lenders consenting to such amendment, waiver or forbearance or as otherwise agreed to by such Lenders;

(vi) Each payment of interest (other than interest on Loans) and fees (other than Commitment Fees) shall be shared among the Lenders and the Administrative Agent owed the amount upon which such interest or fee accrues pro rata according to (A) the respective amounts so owed such Lenders and the Administrative Agent and (B) the dates on which such amounts became owing to such Lenders and the Administrative Agent; and

(vii) All other payments under this Agreement and the other Loan Documents shall be for the benefit of the Person or Persons specified.

(b) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of the Loans made by it, or the participations in L/C Obligations held by it or other obligations hereunder resulting in such Lender's receiving payment of a proportion of the aggregate amount of such Loans or participations and accrued interest thereon or other such obligations greater than its pro rata share thereof as provided herein, then the Lender receiving such greater proportion shall (a) notify the Administrative Agent of such fact, and (b) purchase (for cash at face value) participations in the Loans, subparticipations in L/C Obligations and participations in such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them, provided that:

(i) if any such participations or subparticipations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations or subparticipations shall be rescinded and the purchase price restored to the extent of such recovery, without interest; and

(ii) the provisions of this Section 2.12(b) shall not be construed to apply to (x) any payment made by Holdings pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or subparticipations in L/C Obligations to any assignee or participant, other than to Holdings or any Subsidiary thereof (as to which the provisions of this Section 2.12(b) shall apply).

Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against such Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this Section 2.12(b) and will in each case notify the applicable Lenders following any such purchases or repayments.

2.13 Security and Guaranty.

(a) All Obligations under this Agreement, the Notes and all other Loan Documents shall be secured in accordance with the Collateral Documents.

(b) All Obligations of Holdings under this Agreement, each of the Notes and all other Loan Documents to which it is a party shall be unconditionally guaranteed by each Guarantor pursuant to its Guaranty.

2.14 Cash Collateral. Upon the occurrence of the circumstances described in Section 2.06 requiring Holdings to fund the Cash Collateral Account, then Holdings shall immediately fund the Cash Collateral Account and Cash Collateralize the Obligations in the applicable amount required under Section 2.06. Cash collateral held under this Section 2.14 shall be maintained in the Cash Collateral Account pursuant to the Security Agreement. Unless an Event of Default has occurred and is continuing, Holdings shall have access to the funds in the Cash Collateral Account and Holdings may from time to time give instructions to the depository bank directing the disposition of the funds in the Cash Collateral Account. If an Event of Default has occurred and is continuing, Holdings shall not have access to the funds in the Cash Collateral Account and may not direct the disposition of the funds in the Cash Collateral Account, except with the consent of the Administrative Agent.

2.15 Extension Option. Holdings may extend the date set forth in clause (a) of the definition of Revolving Loan Maturity Date from January 2, 2010 to March 31, 2010 (the "Extension Option") subject to (and such date shall be so extended upon the satisfaction of) the following conditions:

(a) Holdings shall provide written notice to the Administrative Agent at least thirty (30) days prior to January 2, 2010 of its intention to exercise the Extension Option;

(b) Holdings shall pay a fee to the Administrative Agent on or before January 2, 2010 for the ratable amount of the Lenders equal to 1.00% of the Aggregate Revolving Commitment less any permanent reductions of Revolving Commitments;

(c) the Loan Parties shall have filed with the Bankruptcy Court the Plan of Reorganization; and

(d) no Default or Event of Default shall have occurred and be continuing as of January 2, 2010.

The Administrative Agent shall promptly notify Holdings and the Lenders upon the effectiveness of the Extension Option.

ARTICLE III.

THE LETTERS OF CREDIT

3.01 The Letter of Credit Subfacility.

(a) On the terms and subject to the conditions set forth herein (i) the L/C Issuer agrees, (A) from time to time on any Business Day during the period from the Effective Date to the Revolving Loan Maturity Date to issue Letters of Credit for the account of Holdings, and to amend or renew Letters of Credit previously issued by it, in accordance with Section 3.02(c) and Section 3.02(d), and (B) to honor drafts under the Letters of Credit; and (ii) the Lenders severally agree to participate in Letters of Credit Issued for the account of Holdings; provided that the L/C Issuer shall not be obligated to Issue, and no Lender shall be obligated to participate in, any Letter of Credit if such Letter of Credit is not denominated in Dollars or if as of the date of Issuance of such Letter of Credit (the "Issuance Date") and after giving effect thereto (w) the Effective Amount of all L/C Obligations plus the Effective Amount of all Revolving Loans shall exceed the Aggregate Revolving Commitment, (x) the participation of any Lender in the Effective Amount of all L/C Obligations plus the Effective Amount of the Revolving Loans of such Lender shall exceed such Lender's Revolving Commitment, (y) the Effective Amount of L/C Obligations shall exceed the L/C Commitment or (z) the Effective Amount of all Revolving Loans and L/C Obligations shall exceed the Borrowing Base then in effect. Within the foregoing limits, and subject to the other terms and conditions hereof, Holdings' ability to obtain Letters of Credit shall be fully revolving, and, accordingly, Holdings may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit which have expired or which have been drawn upon and reimbursed.

(b) The L/C Issuer is under no obligation to Issue any Letter of Credit if:

(i) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain the L/C Issuer from Issuing such Letter of Credit, or any Requirement of Law applicable to the L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over the L/C Issuer shall prohibit, or request that the L/C Issuer refrain from, the Issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon the L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which the L/C Issuer is not otherwise compensated hereunder) not in effect on the Effective Date, or shall impose upon the L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Effective Date and which the L/C Issuer in good faith deems material to it;

(ii) the L/C Issuer has received written notice from any Lender, the Administrative Agent or Holdings, on or prior to the Business Day prior to the requested date of Issuance of such Letter of Credit, that one or more of the applicable conditions contained in Article V is not then satisfied;

(iii) the expiry date of any requested Letter of Credit is after the Revolving Loan Maturity Date, unless all of the Lenders have approved such expiry date in writing;

(iv) the expiry date of any requested Letter of Credit is prior to the maturity date of any financial obligation to be supported by the requested Letter of Credit;

(v) any requested Letter of Credit does not provide for drafts, or is not otherwise in form and substance acceptable to the L/C Issuer, or the Issuance of a Letter of Credit shall violate any applicable policies of the L/C Issuer;

(vi) any Standby Letter of Credit is in a face amount less than \$1,000,000; or

(vii) any requested Letter of Credit is to be denominated in a currency other than Dollars.

(c) Letters of Credit issued under this Article III shall be either Commercial Letters of Credit or Standby Letters of Credit.

3.02 Issuance, Amendment and Renewal of Letters of Credit.

(a) Each Letter of Credit shall be issued upon the irrevocable written request of Holdings received by the L/C Issuer (with a copy sent by Holdings to the Administrative Agent) at least four (4) Business Days (or such shorter time as the L/C Issuer may agree in a particular instance in its sole discretion) prior to the proposed date of issuance. Each such request for issuance of a Letter of Credit shall be by facsimile, confirmed immediately in an original writing, in the form of an L/C Application, and shall specify in form and detail satisfactory to the L/C Issuer: (i) the proposed date of issuance of the Letter of Credit (which shall be a Business Day); (ii) the face amount of the Letter of Credit; (iii) the expiry date of the Letter of Credit; (iv) the name and address of the beneficiary thereof; (v) the documents to be presented by the beneficiary of the Letter of Credit in case of any drawing thereunder; (vi) the full text of any certificate to be presented by the beneficiary in case of any drawing thereunder; and (vii) such other matters as the L/C Issuer may require.

(b) At least two (2) Business Days prior to the Issuance of any Letter of Credit, the L/C Issuer will confirm with the Administrative Agent (by telephone or in writing) that the Administrative Agent has received a copy of the L/C Application or L/C Amendment Application from Holdings and, if not, the L/C Issuer will provide the Administrative Agent with a copy thereof. Unless the L/C Issuer has received notice on or before the Business Day immediately preceding the date the L/C Issuer is to issue a requested Letter of Credit from the Administrative Agent (A) directing the L/C Issuer not to issue such Letter of Credit because such issuance is not then permitted under Section 3.01(a) as a result of the limitations set forth in clauses (w) through (z) thereof or Section 3.01(b)(ii); or (B) that one or more conditions specified in Article V are not then satisfied; then, subject to the terms and conditions hereof, the L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of Holdings in accordance with the L/C Issuer's usual and customary business practices.

(c) From time to time while a Letter of Credit is outstanding and prior to the Revolving Loan Maturity Date, the L/C Issuer will, upon the written request of Holdings received by the L/C Issuer (with a copy sent by Holdings to the Administrative Agent) at least four (4) Business Days (or such shorter time as the L/C Issuer may agree in a particular instance in its sole discretion) prior to the proposed date of amendment (including a renewal or extension thereof), amend any Letter of Credit issued by it. Each such request for amendment of a Letter of Credit shall be made by facsimile, confirmed immediately in an original writing, made in the form of an L/C Amendment Application and shall specify in form and detail satisfactory to the L/C Issuer: (i) the Letter of Credit to be amended; (ii) the proposed date of amendment of the Letter of Credit (which shall be a Business Day); (iii) the nature of the proposed amendment; and (iv) such other matters as the L/C Issuer may require. The L/C Issuer shall be under no obligation to amend any Letter of Credit if: (A) the L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended form under the terms of this Agreement; or (B) the beneficiary of any such Letter of Credit does not accept the proposed amendment to the Letter of Credit. The Administrative Agent will promptly notify the Lenders of the Issuance of any Standby Letter of Credit notified to it by the L/C Issuer. The Lenders acknowledge and agree that the Administrative Agent will not notify them of the receipt by the Administrative Agent of any L/C Application or L/C Amendment Application or of the Issuance of any Commercial Letter of Credit. From time to time the Administrative Agent will notify the Lenders of the amount of all outstanding Letters of Credit hereunder.

(d) The L/C Issuer and the Lenders agree that, while a Letter of Credit is outstanding and prior to the Revolving Loan Maturity Date, the L/C Issuer shall be entitled to authorize the renewal of any Letter of Credit issued by it. The L/C Issuer shall be under no obligation to so renew any Letter of Credit if: (A) the L/C Issuer would have no obligation at such time to issue or amend such Letter of Credit in its renewed form under the terms of this Agreement; or (B) the beneficiary of any such Letter of Credit does not accept the proposed renewal of the Letter of Credit. If any outstanding Letter of Credit shall provide that it shall be automatically renewed unless the beneficiary thereof receives notice from the L/C Issuer that such Letter of Credit shall not be renewed, and if at the time of renewal, the L/C Issuer would be entitled to authorize the renewal of such Letter of Credit in accordance with this Section 3.02(d) upon the request of Holdings, but the L/C Issuer shall not have received any written direction by Holdings with respect thereto, the L/C Issuer shall nonetheless be permitted to allow such Letter of Credit to renew, and Holdings and the Lenders hereby authorize such renewal, and, accordingly, the L/C Issuer shall be deemed to have received an L/C Amendment Application from Holdings requesting such renewal.

(e) The L/C Issuer may, at its election (or as required by the Administrative Agent at the direction of the Majority Lenders), deliver any notices of termination or other communications to any Letter of Credit beneficiary or transferee, and take any other action as necessary or appropriate, at any time and from time to time, in order to cause the expiry date of such Letter of Credit to be a date not later than the Revolving Loan Maturity Date.

(f) This Agreement shall control in the event of any conflict with any L/C Related Document (other than any Letter of Credit).

(g) The L/C Issuer will also deliver to the Administrative Agent, concurrently or promptly following its delivery of a Letter of Credit, or amendment to or renewal of a Letter of Credit, to an advising bank or a beneficiary, a true and complete copy of each such Letter of Credit or amendment to or renewal of a Letter of Credit.

3.03 Risk Participations, Drawings and Reimbursements.

(a) Immediately upon the Issuance of each Letter of Credit, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the L/C Issuer a participation in such Letter of Credit and each drawing thereunder in an amount equal to the product of (i) the Proportionate Share of such Lender, times (ii) the maximum amount available to be drawn under such Letter of Credit and the amount of such drawing, respectively. Each Issuance of a Letter of Credit shall be deemed to utilize the Revolving Commitment of each Lender by an amount equal to the amount of such participation.

(b) In the event of any request for a drawing under a Letter of Credit by the beneficiary or transferee thereof, the L/C Issuer will promptly notify Holdings and specify in such notice the date such drawing will be honored by the L/C Issuer (the "Honor Date"). If the L/C Issuer so notifies Holdings prior to 9:00 a.m. (San Francisco time) on the Honor Date, Holdings, as account party under such Letter of Credit, shall reimburse the L/C Issuer no later than 11:00 a.m. (San Francisco time) on the Honor Date for the amount paid by the L/C Issuer under such Letter of Credit or, if the L/C Issuer shall so notify Holdings after 9:00 a.m. (San Francisco time) on the Honor Date, Holdings, as account party under such Letter of Credit, shall reimburse the L/C Issuer no later than 11:00 a.m. (San Francisco time) on the next succeeding Business Day for the amount paid by the L/C Issuer under such Letter of Credit on the Honor Date (each such date, a "Reimbursement Date"), in each case, in an amount equal to the amount so paid by the L/C Issuer. In the event Holdings fails to reimburse the L/C Issuer for the full amount of any drawing under any Letter of Credit by the required time as provided above on the Reimbursement Date, the L/C Issuer will promptly notify the Administrative Agent, and the Administrative Agent will promptly notify each Lender thereof (including the amount thereof and such Lender's Proportionate Share thereof), and Holdings shall be deemed to have requested that Revolving Loans be made by the Lenders to Holdings to be disbursed on the Reimbursement Date for such Letter of Credit, subject to the amount of the unutilized portion of the Aggregate Revolving Commitment and subject to the conditions set forth in Section 5.02. Holdings hereby directs that the proceeds of any such Loans deemed to be borrowed by it shall be used to pay its reimbursement obligations in respect of any such drawing. Solely for the purposes of making such Loans, the Minimum Amount limitations set forth in Section 2.03 shall not be applicable. Any notice given by the L/C Issuer or the Administrative Agent pursuant to this Section 3.03(b) may be oral if immediately confirmed in writing (including by facsimile); provided that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice. In the event that any amount of any drawing under any Letter of Credit is not reimbursed by Holdings on the Honor Date, such unreimbursed amount shall bear interest until it is either deemed to be an L/C Borrowing as provided in Section 3.03(d) or deemed to be converted to a Revolving Loan as provided in this Section 3.03(b), at a rate per annum equal to the Base Rate plus the Applicable Margin.

(c) Each Lender shall, upon receipt of any notice pursuant to Section 3.03(b), make available to the Administrative Agent for the account of the L/C Issuer an amount in Dollars and in immediately available funds equal to its Proportionate Share of the amount of the drawing, whereupon such Lender shall (subject to Section 3.03(f)) be deemed to have made a Revolving Loan to Holdings in that amount. The Administrative Agent will promptly give notice of the occurrence of the Reimbursement Date, but failure of the Administrative Agent to give any such notice on the Reimbursement Date or in sufficient time to enable any Lender to effect such payment on such date shall not relieve such Lender from its obligations under this Section 3.03.

(d) With respect to any unreimbursed drawing that is not converted into Revolving Loans in whole or in part, because of Holdings' failure to satisfy the conditions set forth in Section 5.02 or for any other reason, Holdings shall be deemed to have incurred from the L/C Issuer an L/C Borrowing in the amount of such drawing, which L/C Borrowing shall be due and payable on demand (together with interest) and shall bear interest at a rate per annum equal to the Base Rate, plus the Applicable Margin plus 4% per annum. In such event, each Lender shall upon receipt of any notice pursuant to Section 3.03(b) make available to the Administrative Agent for the account of the L/C Issuer an amount in Dollars and in immediately available funds equal to its Proportionate Share of the amount of the drawing. Each Lender's payment to the L/C Issuer pursuant to this Section 3.03(d) shall be deemed payment in respect of its participation in such L/C Borrowing and shall constitute an L/C Advance from such Lender in satisfaction of its participation obligation under this Section 3.03.

(e) If any Lender fails to make available to the Administrative Agent for the account of the L/C Issuer the amount of such Lender's Proportionate Share of the amount of any drawing by no later than 12:00 noon (San Francisco time) on the Reimbursement Date, then interest shall accrue on such Lender's obligation to make such payment, from the Reimbursement Date to the date such Lender makes such payment, at (i) the Federal Funds Rate in effect from time to time during the period commencing on the Reimbursement Date and ending on the date three (3) Business Days thereafter, and (ii) thereafter at the Base Rate as in effect from time to time, payable on demand of the Administrative Agent.

(f) Each Lender's obligation in accordance with this Agreement to make or participate in the Revolving Loans or L/C Advances, as contemplated by this Section 3.03, as a result of a drawing under a Letter of Credit, shall be absolute and unconditional and without recourse to the L/C Issuer and shall not be affected by any circumstance, including (i) any set-off, counterclaim, recoupment, defense or other right which such Lender may have against the L/C Issuer, Holdings or any other Person for any reason whatsoever; (ii) the occurrence or continuance of a Default, an Event of Default or a Material Adverse Effect; or (iii) any other circumstance, happening or event whatsoever, whether or not similar to any of the foregoing; provided, however, that each Lender's obligation to make Revolving Loans under this Section 3.03 is subject to the conditions set forth in Section 5.02; and provided, further, however, that a Lender may have recourse against the L/C Issuer, and the L/C Issuer may be liable to a Lender, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by such Lender which such Lender proves were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the

beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit.

3.04 Repayment of Participations.

(a) Upon (and only upon) receipt by the Administrative Agent for the account of the L/C Issuer of immediately available funds from Holdings (i) in reimbursement of any payment made by the L/C Issuer under the Letter of Credit with respect to which any Lender has paid the Administrative Agent for the account of the L/C Issuer for such Lender's participation in the Letter of Credit pursuant to Section 3.03 or (ii) in payment of interest thereon, the Administrative Agent will pay to each Lender, in the same funds as those received by the Administrative Agent for the account of the L/C Issuer, the amount of such Lender's Proportionate Share of such funds, and the L/C Issuer shall receive the amount of the Proportionate Share of such funds of any Lender that did not so pay the Administrative Agent for the account of the L/C Issuer.

(b) If the Administrative Agent or the L/C Issuer is required at any time to return to Holdings, or to a trustee, receiver, liquidator, custodian, or any official in any Insolvency Proceeding, any portion of the payments made by Holdings to the Administrative Agent for the account of the L/C Issuer pursuant to Section 3.04(a) in reimbursement of a payment made under the Letter of Credit or interest or fee thereon, each Lender shall, on demand of the Administrative Agent, forthwith return to the Administrative Agent or the L/C Issuer the amount of its Proportionate Share of any amounts so returned by the Administrative Agent or the L/C Issuer plus interest thereon from the date such demand is made to the date such amounts are returned by such Lender to the Administrative Agent or the L/C Issuer, at a rate per annum equal to the Federal Funds Rate in effect from time to time.

3.05 Role of the L/C Issuer.

(a) Each Lender and Holdings agree that, in paying any drawing under a Letter of Credit, the L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft and certificates expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document.

(b) No Administrative Agent-Related Person nor any of the respective correspondents, participants or assignees of the L/C Issuer shall be liable to any Lender for: (i) any action taken or omitted in connection herewith at the request or with the approval of the Lender (including the Majority Lenders, as applicable); (ii) any action taken or omitted in the absence of gross negligence or willful misconduct; or (iii) the due execution, effectiveness, validity or enforceability of any L/C-Related Document.

(c) Holdings hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude Holdings pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. No Administrative Agent-Related Person, nor any of the respective correspondents,

participants or assignees of the L/C Issuer, shall be liable or responsible for any of the matters described in clauses (i) through (vii) of Section 3.06; provided, however, anything in such clauses to the contrary notwithstanding, that Holdings may have a claim against the L/C Issuer, and the L/C Issuer may be liable to Holdings, to the extent, but only to the extent, of any direct, as opposed to consequential or exemplary, damages suffered by Holdings which Holdings proves were caused by the L/C Issuer's willful misconduct or gross negligence or the L/C Issuer's willful failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing: (i) the L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary; and (ii) the L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

3.06 Obligations Absolute. The obligations of Holdings under this Agreement and any L/C-Related Document to reimburse the L/C Issuer for a drawing under a Letter of Credit, and to repay any L/C Borrowing and any drawing under a Letter of Credit converted into Revolving Loans, shall be unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement and each such other L/C-Related Document under all circumstances, including the following:

(i) any lack of validity or enforceability of this Agreement or any L/C-Related Document;

(ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the obligations of Holdings in respect of any Letter of Credit or any other amendment or waiver of or any consent to departure from all or any of the L/C-Related Documents;

(iii) the existence of any claim, set-off, defense or other right that Holdings may have at any time against any beneficiary or any transferee of any Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by the L/C-Related Documents or any unrelated transaction;

(iv) any draft, demand, certificate or other document presented under any Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under any Letter of Credit;

(v) any payment by the L/C Issuer under any Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of any Letter of Credit; or any payment made by the L/C Issuer under any Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any

transferee of any Letter of Credit, including any arising in connection with any Insolvency Proceeding;

(vi) any exchange, release or non-perfection of any collateral, or any release or amendment or waiver of or consent to departure from any other guarantee, for all or any of the obligations of Holdings in respect of any Letter of Credit; or

(vii) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, Holdings or a Guarantor.

3.07 Cash Collateral Pledge. (a) Upon the request of the Administrative Agent, if the L/C Issuer has honored any full or partial drawing request on any Letter of Credit and such drawing has resulted in an L/C Borrowing hereunder, or (b) if, as of the Revolving Loan Maturity Date, any Letters of Credit may for any reason remain outstanding and partially or wholly undrawn, or (c) upon the occurrence of the circumstances described in Sections 2.06(a)(i) or 2.06(a)(v) requiring Holdings to Cash Collateralize Letters of Credit, or (d) upon the occurrence of the circumstances described elsewhere in Section 2.06(a) requiring Holdings to Cash Collateralize Letters of Credit, then Holdings shall immediately Cash Collateralize the L/C Obligations in an amount equal to such L/C Obligations, or in such other applicable amount required under Section 2.06(a). In the case of the preceding clauses (a), (b) and (c), Holdings shall, to the extent necessary, make such additional pledges from time to time as shall be necessary to ensure that all such L/C Obligations remain at all times fully Cash Collateralized. Cash collateral held under this Section 3.07 or Section 9.02 shall be maintained in the L/C Cash Collateral Account pursuant to the Security Agreement. If L/C Obligations are Cash Collateralized pursuant to Sections 2.06(a)(iii) through 2.06(a)(ix) and at any time thereafter the Borrowing Base then in effect exceeds the Effective Amount of all Revolving Loans and L/C Obligations, then Holdings may request in writing that the Administrative Agent release funds from the L/C Cash Collateral Account in an amount up to the Dollar amount of the applicable excess, and promptly following its receipt of such written request the Administrative Agent shall, subject to the other provisions of this Agreement and the other Loan Documents, so release such funds in such Dollar amount, provided that no Default then exists and the Administrative Agent has received a certification to such effect from a Responsible Officer of Holdings.

3.08 Letter of Credit Fees.

(a) Holdings shall pay to the Administrative Agent for the account of each of the Lenders in accordance with its respective Proportionate Share a letter of credit fee with respect to the Standby Letters of Credit equal to the rate per annum equal to the Applicable Fee Amount of the actual daily maximum amount available to be drawn of the outstanding Standby Letters of Credit, computed on a monthly basis in arrears on the last Business Day of each calendar month based upon Standby Letters of Credit outstanding for that month as calculated by the Administrative Agent. Such letter of credit fees shall be due and payable monthly in arrears on the last Business Day of each calendar month during which Standby Letters of Credit are outstanding, commencing on the first such monthly date to occur after the Effective Date, to the Revolving Loan Maturity Date (or such later date upon which the outstanding Letters of Credit shall expire), with the final payment to be made on the Revolving

Loan Maturity Date (or such later expiration date). Such fees are fully earned when due and, once paid, are non-refundable.

(b) Holdings shall pay to the L/C Issuer, for the L/C Issuer's sole account, a letter of credit fee with respect to the amount from time to time available to be drawn under Commercial Letters of Credit in such amount and on such dates as shall separately be agreed upon between the L/C Issuer and Holdings. Such fees are fully earned when due and, once paid, are non-refundable.

(c) Holdings shall pay to the L/C Issuer, for the L/C Issuer's sole account, a letter of credit fronting fee for each Standby Letter of Credit Issued by the L/C Issuer equal to 0.125% per annum of the actual daily maximum amount available to be drawn of the outstanding Standby Letters of Credit, computed on a monthly basis in arrears on the last Business Day of each calendar month based upon Standby Letters of Credit outstanding for that month as calculated by the L/C Issuer. Such letter of credit fronting fees shall be due and payable monthly in arrears on the last Business Day of each calendar month during which Standby Letters of Credit are outstanding, commencing on the first such monthly date to occur after the Effective Date, to the Revolving Loan Maturity Date (or such later date upon which the outstanding Letters of Credit shall expire), with the final payment to be made on the Revolving Loan Maturity Date (or such later expiration date). Such fees are fully earned when due and, once paid, are non-refundable.

(d) Holdings shall pay to the L/C Issuer from time to time on demand the normal issuance, presentation, transfer, amendment and other processing fees, and other standard costs and charges, of the L/C Issuer relating to letters of credit as from time to time in effect.

(e) Notwithstanding subsection (a) of this Section 3.08, while any Event of Default exists or after acceleration, Holdings shall pay a letter of credit fee (after as well as before entry of judgment thereon to the extent permitted by law) on the actual daily maximum amount available to be drawn of the outstanding Letters of Credit, at a rate per annum which is determined by adding 4% per annum to the rate otherwise then in effect hereunder for such Letters of Credit.

3.09 Applicability of ISP98 and UCP. Unless otherwise expressly agreed by the L/C Issuer and Holdings when a Letter of Credit is issued (including any such agreement applicable to an Existing Letter of Credit), (i) the rules of the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance) shall apply to each Standby Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits (the "UCP"), as most recently published by the International Chamber of Commerce (the "ICC") at the time of issuance (including the ICC decision published by the Commission on Banking Technique and Practice on April 6, 1998 regarding the European single currency (euro)) shall apply to each Commercial Letter of Credit.

ARTICLE IV.

TAXES, YIELD PROTECTION AND ILLEGALITY

4.01 Taxes.

(a) Payments Free of Taxes. Any and all payments by or on account of any obligation of Holdings hereunder or under any other Loan Document shall be made free and clear of and without reduction or withholding for any Indemnified Taxes or Other Taxes, provided that if Holdings shall be required by applicable law to deduct any Indemnified Taxes (including any Other Taxes) from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section) the Administrative Agent, Lender or L/C Issuer, as the case may be, receives an amount equal to the sum it would have received had no such deductions been made, (ii) Holdings shall make such deductions and (iii) Holdings shall timely pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) Payment of Other Taxes by Holdings. Without limiting the provisions of subsection (a) above, Holdings shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) Indemnification by Holdings. Holdings shall indemnify the Administrative Agent, each Lender and the L/C Issuer, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent, such Lender or the L/C Issuer, as the case may be, and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to Holdings by a Lender or the L/C Issuer (with a copy to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender or the L/C Issuer, shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by Holdings to a Governmental Authority, Holdings shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders. Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which Holdings is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall deliver to Holdings (with a copy to the Administrative Agent), at the time or times prescribed by applicable law or reasonably requested by Holdings or the Administrative Agent, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made

without withholding or at a reduced rate of withholding. In addition, any Lender, if requested by Holdings or the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by Holdings or the Administrative Agent as will enable Holdings or the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements.

Without limiting the generality of the foregoing, in the event that Holdings is resident for tax purposes in the United States, any Foreign Lender shall deliver to Holdings and the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the request of Holdings or the Administrative Agent, but only if such Foreign Lender is legally entitled to do so), whichever of the following is applicable:

(i) duly completed copies of Internal Revenue Service Form W-8BEN claiming eligibility for benefits of an income tax treaty to which the United States is a party,

(ii) duly completed copies of Internal Revenue Service Form W-8ECI,

(iii) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under section 881(c) of the Code, (x) a certificate to the effect that such Foreign Lender is not (A) a "bank" within the meaning of section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of Holdings within the meaning of section 881(c)(3)(B) of the Code, or (C) a "controlled foreign corporation" described in section 881(c)(3)(C) of the Code and (y) duly completed copies of Internal Revenue Service Form W-8BEN, or

(iv) any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in United States Federal withholding tax duly completed together with such supplementary documentation as may be prescribed by applicable law to permit Holdings to determine the withholding or deduction required to be made.

(f) Treatment of Certain Refunds. If the Administrative Agent, any Lender or the L/C Issuer determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by Holdings or with respect to which Holdings has paid additional amounts pursuant to this Section, it shall pay to Holdings an amount equal to such refund (but only to the extent of indemnity payments made, or additional amounts paid, by Holdings under this Section with respect to the Taxes or Other Taxes giving rise to such refund), net of all out-of-pocket expenses of the Administrative Agent, such Lender or the L/C Issuer, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund), provided that Holdings, upon the request of the Administrative Agent, such Lender or the L/C Issuer, agrees to repay the amount paid over to Holdings (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, such Lender or the L/C Issuer in the event the Administrative Agent, such Lender or the L/C Issuer is required to repay such refund to such Governmental Authority. This subsection shall not be construed to require the Administrative

Agent, any Lender or the L/C Issuer to make available its tax returns (or any other information relating to its taxes that it deems confidential) to Holdings or any other Person.

4.02 Illegality.

(a) If any Lender determines that the introduction of any Requirement of Law, or any change in any Requirement of Law, or in the interpretation or administration of any Requirement of Law, has made it unlawful, or that any central bank or other Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make or maintain Loans priced by reference to LIBOR, then, on notice thereof by such Lender to Holdings through the Administrative Agent, the Base Rate shall be determined without reference to any element incorporating LIBOR until such Lender notifies the Administrative Agent and Holdings that the circumstances giving rise to such determination no longer exist.

(b) Before giving any notice to the Administrative Agent under this Section 4.02, the affected Lender shall designate a different Lending Office with respect to its Loans priced by reference to LIBOR if such designation will avoid the need for giving such notice or making such demand and will not, in the judgment of such Lender, be illegal or otherwise disadvantageous to such Lender.

4.03 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender or the L/C Issuer;

(ii) subject any Lender or the L/C Issuer to any tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Loan made by it, or change the basis of taxation of payments to such Lender or the L/C Issuer in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 4.01 and the imposition of, or any change in the rate of, any Excluded Tax payable by such Lender or the L/C Issuer); or

(iii) impose on any Lender or the L/C Issuer or the London interbank market any other condition, cost or expense affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein; and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or the L/C Issuer of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or the L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or the L/C Issuer, Holdings will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer, as the case may be, for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender or the L/C Issuer determines that any Change in Law affecting such Lender or the L/C Issuer or any Lending Office of such Lender or such Lender's or the L/C Issuer's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's or the L/C Issuer's capital or on the capital of such Lender's or the L/C Issuer's holding company, if any, as a consequence of this Agreement, the Revolving Commitments of such Lender or the Loans made by, or participations in Letters of Credit held by, such Lender, or the Letters of Credit issued by the L/C Issuer, to a level below that which such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company could have achieved but for such Change in Law (taking into consideration such Lender's or the L/C Issuer's policies and the policies of such Lender's or the L/C Issuer's holding company with respect to capital adequacy), then from time to time Holdings will pay to such Lender or the L/C Issuer, as the case may be, such additional amount or amounts as will compensate such Lender or the L/C Issuer or such Lender's or the L/C Issuer's holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender or the L/C Issuer delivered pursuant to Section 4.06 setting forth the amount or amounts necessary to compensate such Lender or the L/C Issuer or its holding company, as the case may be, as specified in subsection (a) or (b) of this Section and delivered to Holdings shall be conclusive absent manifest error. Holdings shall pay such Lender or the L/C Issuer, as the case may be, the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender or the L/C Issuer to demand compensation pursuant to the foregoing provisions of this Section shall not constitute a waiver of such Lender's or the L/C Issuer's right to demand such compensation, provided that Holdings shall not be required to compensate a Lender or the L/C Issuer pursuant to the foregoing provisions of this Section for any increased costs incurred or reductions suffered more than nine months prior to the date that such Lender or the L/C Issuer, as the case may be, notifies Holdings of the Change in Law giving rise to such increased costs or reductions and of such Lender's or the L/C Issuer's intention to claim compensation therefor (except that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the nine-month period referred to above shall be extended to include the period of retroactive effect thereof).

4.04 Funding Losses. Upon demand of any Lender (with a copy to the Administrative Agent) from time to time, Holdings shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any failure by Holdings (for a reason other than the failure of such Lender to make a Loan) to prepay or borrow any Loan on the date or in the amount notified by Holdings; or

(b) any assignment of a Loan based on LIBOR as a result of a request by Holdings pursuant to Section 11.11;

including any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained.

For purposes of calculating amounts payable by Holdings to the Lenders under this Section 4.04, each Lender shall be deemed to have funded each Loan based on LIBOR made by it by a matching deposit or other borrowing in the London interbank market for a comparable amount and for a comparable period, whether or not such Loan was in fact so funded.

4.05 Inability to Determine Rates. If the Administrative Agent or the Majority Lenders determine that for any reason adequate and reasonable means do not exist for determining LIBOR with respect to a proposed Borrowing of Loans or of Loans outstanding, the Base Rate shall be determined without reference to any element incorporating LIBOR.

4.06 Certificates of Lenders. Any Lender claiming reimbursement or compensation under this Article IV shall deliver to Holdings (with a copy to the Administrative Agent) a certificate setting forth in reasonable detail the amount payable to such Lender hereunder, and the basis for calculation of such amount, and such certificate shall be conclusive and binding on Holdings in the absence of manifest error.

4.07 Mitigation Obligations; Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 4.03, or Holdings is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 4.01, or if any Lender gives a notice pursuant to Section 4.02, then such Lender shall use reasonable efforts to designate a different Lending Office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 4.01 or 4.03, as the case may be, in the future, or eliminate the need for the notice pursuant to Section 4.02, as applicable, and (ii) in each case, would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. Holdings hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders. If any Lender requests compensation under Section 4.03, or if Holdings is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 4.01, Holdings may replace such Lender in accordance with Section 11.11.

4.08 Survival. The agreements and obligations of Holdings in this Article IV shall survive the termination of the Revolving Commitments, the termination or expiration of all Letters of Credit and the payment of all other Obligations.

ARTICLE V.

CONDITIONS PRECEDENT

5.01 Conditions to Effective Date. The obligations of each Lender and the L/C Issuer to make its initial Credit Extension hereunder shall be subject to the condition that the Administrative Agent shall have received on or before the Effective Date all of the following, in form and substance reasonably satisfactory to the Administrative Agent:

(a) Credit Agreement. This Agreement executed by (i) Holdings, the Company and each direct or indirect U.S. Wholly-Owned Subsidiary of Holdings; (ii) each Lender and the L/C Issuer; and (iii) the Administrative Agent.

(b) Resolutions; Incumbency.

(i) Copies of the resolutions of the board of directors of each Loan Party (or other similar enabling action of each Loan Party that is not a corporation) authorizing the transactions contemplated hereby, certified as of the Effective Date by the Secretary or an Assistant Secretary of such Person; and

(ii) a certificate of the Secretary or Assistant Secretary of each Loan Party, dated as of the Effective Date, certifying the names, titles and true signatures of the officers of such Person authorized to execute, deliver and perform, as applicable, this Agreement and all other Loan Documents to be delivered by it hereunder.

(c) Financial Statements.

(i) the unaudited consolidated balance sheet of Holdings and its Subsidiaries as at April 30, 2009, and the related consolidated statements of income or operations and cash flows for the fiscal month then ended, certified by a Responsible Officer of Holdings; and

(ii) such other financial information as the Administrative Agent may reasonably request.

(d) Organization Documents; Good Standing. Each of the following documents:

(i) the Organization Documents of each Loan Party as in effect on the Effective Date, certified by the Secretary or Assistant Secretary of such Person as of the Effective Date; and

(ii) a good standing certificate, as of a recent date, for each Loan Party from the Secretary of State (or similar, applicable Governmental Authority) of its state of incorporation or formation and each state where (A) its ownership, lease or operation of property or (B) the conduct of its business requires such Loan Party be qualified or otherwise licensed to do business, except to the extent that, in the case of the preceding clause (B), the

failure to be so qualified in any such foreign jurisdiction could not reasonably be expected to cause a Material Adverse Effect.

(e) Legal Opinion. An opinion of Gibson, Dunn & Crutcher LLP, counsel to the Loan Parties and addressed to the Administrative Agent and the Lenders, dated the Effective Date, substantially in the form of Exhibit C.

(f) Payment of Fees. Evidence of payment by Holdings of all accrued and unpaid fees, costs and expenses related to the transactions contemplated hereby to the extent then due and payable on the Effective Date, together with reasonable Attorney Costs and financial advisor fees and expenses of Wells Fargo and the Lenders to the extent invoiced prior to or on the Effective Date, plus such additional amounts of reasonable Attorney Costs and financial advisor fees and expenses as shall constitute Wells Fargo's and the applicable Lenders' reasonable estimate of Attorney Costs and financial advisor fees and expenses incurred or to be incurred by it through the date of entry of the Interim Financing Order (provided that such estimate shall not thereafter preclude final settling of accounts between Holdings and Wells Fargo); including any such costs, fees and expenses arising under or referenced in Section 2.09 (including the Agency Fee and the Closing Fee) and Section 11.04.

(g) Officer's Certificate. A certificate signed by a Responsible Officer of each of Holdings and the Company, dated as of the Effective Date, stating that:

(i) the representations and warranties contained in Article VI are true and correct on and as of such date, as though made on and as of such date; and

(ii) no Default exists or would result from the initial Credit Extension.

(h) Collateral Documents. The Collateral Documents, executed by each Loan Party, in appropriate form for recording, where necessary, together with:

(i) copies of all UCC-1 financing statements to be filed to perfect the security interests of the Administrative Agent for the benefit of the Lenders; and

(ii) receipt by the Administrative Agent of all certificates and instruments representing the Pledged Collateral, together with stock transfer powers executed in blank with signatures guaranteed, as the Administrative Agent may specify.

(i) Insurance Policies. Evidence that the Administrative Agent has been named as loss payee under all policies of casualty insurance under a Form 438BFU or other standard lender's loss payable endorsement and as additional insured under all policies of liability insurance required in accordance with Section 7.06 and the Collateral Documents, together with a certificate of insurance as to all insurance coverage on the properties of Holdings and its Subsidiaries.

(j) Control Agreements. Any control agreements for the perfection of the Administrative Agent's Lien on the deposit accounts of Holdings and the Guarantors party hereto which have been requested by the Administrative Agent prior to the Effective Date shall

have been executed by Holdings or such Guarantor, as applicable, and any applicable financial institutions.

(k) Assignments of Trademarks. Such actions shall have been taken as the Administrative Agent deems necessary to ensure the Administrative Agent's and the Lenders' rights as secured party with respect to any trademarks of Holdings or any Guarantor party hereto.

(l) Notes. Notes executed by Holdings for the Lenders requesting Notes.

(m) Other Documents. Such other approvals, documents or materials as the Administrative Agent may reasonably request.

(n) Commencement of Bankruptcy Cases; First Day Orders. The commencement of the Bankruptcy Cases and the Borrowings and other transactions contemplated hereunder and by the other Loan Documents shall have been duly authorized by Holdings and each applicable Guarantor and the Bankruptcy Cases shall have been commenced by Holdings and the Guarantors and the same shall each be a debtor and a debtor-in-possession therein. All of the First Day Orders sought to be entered at the time of the commencement of the Bankruptcy Cases shall be in form and substance satisfactory to the Administrative Agent and the Majority Lenders.

(o) Cash Management Order and Interim Financing Order. The Bankruptcy Court shall have entered the Cash Management Order and Interim Financing Order, after notice given and a hearing conducted in accordance with Bankruptcy Rule 4001(c), authorizing and approving the applicable Borrowing and the transactions contemplated by the Loan Documents (including the granting of Liens according to the Requisite Priority and the Superpriority Status of the claims hereunder) and finding that the Lenders are extending credit to Holdings in good faith within the meaning of Bankruptcy Code Section 364(e), which orders shall, among other things, (i) approve the payment by Holdings of all of the fees provided for or referenced herein, (ii) grant Adequate Protection, (iii) otherwise be in form and substance reasonably satisfactory to the Administrative Agent and the Majority Lenders and (iv) be in full force and effect and shall not have been stayed, reversed, vacated, subject to appeal, or otherwise modified in a manner materially adverse to the Lenders (as reasonably determined by the Administrative Agent and the Majority Lenders).

(p) Releases. Holdings and the Guarantors shall have released (for themselves and their respective bankruptcy estates) (i) the Lenders and the Administrative Agent from any and all claims, Liens, priority, actions or inactions arising hereunder or in any other manner, and (ii) the lenders under the Prepetition Credit Agreement and Prepetition Administrative Agent from any and all claims, Liens, priority, actions or inactions arising under the Prepetition Credit Agreement or in any other manner (the releases set forth in this clause (ii) being subject only to the right of any statutory committee appointed in the Bankruptcy Cases or any party in interest to investigate and bring any such claims within 90 days of the filing of the Bankruptcy Cases), with such releases being satisfactory to such Lenders and Prepetition Credit Agreement lenders, as applicable, in their discretion.

(q) DIP Budget. The Administrative Agent shall have received and be satisfied with the DIP Budget.

5.02 Conditions to All Credit Extensions. The obligation of each Lender to make any Credit Extension (including its initial Credit Extension) and the obligation of the L/C Issuer to Issue any Letter of Credit (including the initial Letter of Credit) shall be subject to the satisfaction of the following conditions precedent on the relevant Borrowing Date or Issuance Date:

(a) Notice, Application. The Administrative Agent shall have received a Notice of Revolving Borrowing or in the case of any Issuance of any Letter of Credit, the L/C Issuer and the Administrative Agent shall have received an L/C Application or L/C Amendment Application, as required under Section 3.02.

(b) Continuation of Representations and Warranties. The representations and warranties in Article VI shall be true and correct on and as of such Borrowing Date or Issuance Date with the same effect as if made on and as of such Borrowing Date or Issuance Date, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and except that for purposes of this Section 5.02(b), the representations and warranties contained in Section 6.11(a) shall be deemed to refer to the most recent statements furnished pursuant to such Section.

(c) No Existing Default. No Default shall exist or shall result from such Borrowing or Issuance.

(d) No Material Adverse Effect. There has occurred since the Petition Date, no event or circumstance that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(e) No Future Advance Notice. Neither the Administrative Agent nor any Lender shall have received from Holdings or any other Person any notice that any Collateral Document will no longer secure on a first priority basis future advances or future Loans to be made or extended under this Agreement.

(f) No L/C Cash Collateral Account or Cash Collateral Account Balances. Unless waived by the Administrative Agent, in the event of a Borrowing the balances in the Cash Collateral Account and L/C Cash Collateral Account shall be zero.

(g) No Prepetition Cash Collateral Remaining. Unless waived by the Administrative Agent, in the event of a Borrowing Holdings shall have exhausted all available prepetition cash collateral (from its operations or otherwise), except to the extent such cash collateral is (i) being held by the Prepetition Administrative Agent pursuant to Sections 2.06(a)(iii) and 2.06(a)(vii) or (ii) otherwise excluded from the Collateral.

Each Notice of Revolving Borrowing and L/C Application or L/C Amendment Application submitted by Holdings hereunder shall constitute a representation and warranty by

Holdings hereunder, as of the date of each such notice and as of each Borrowing Date or Issuance Date, as applicable, that the conditions in this Section 5.02 are satisfied.

ARTICLE VI.

REPRESENTATIONS AND WARRANTIES

Each of Holdings and the Company represents and warrants to the Administrative Agent and each Lender that:

6.01 Corporate Existence and Power. Holdings and each of its Subsidiaries:

(a) is a corporation, limited liability company or partnership duly organized or formed, as the case may be, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation;

(b) subject to the entry of the Financing Orders and the First Day Orders, has the power and authority and all governmental licenses, authorizations, consents and approvals (i) to own its assets and carry on its business and (ii) in the case of any Loan Party, to execute, deliver, and perform its obligations under the Loan Documents;

(c) is duly qualified, licensed and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification, license or good standing; and

(d) subject to the entry of the Financing Orders and the First Day Orders and other than as a result of the Bankruptcy Cases (including the operation of the automatic stay), is in compliance with all Requirements of Law;

except, in each case referred to in clauses (b)(i), (c) or (d) of this Section 6.01, to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect.

6.02 Corporate Authorization; No Contravention. Subject, in each case, to the entry of the Financing Orders and the filing of the Bankruptcy Cases, the execution, delivery and performance by each Loan Party of this Agreement and each other Loan Document to which such Loan Party is party, have been duly authorized by all necessary corporate, limited liability company or other applicable organizational action, and do not and will not:

(a) contravene the terms of any of that Person's Organization Documents;

(b) other than the Prepetition Credit Agreement, and except for such conflicts, breaches or defaults resulting from the filing of the Bankruptcy Cases, conflict with or result in any breach or contravention of, or the creation of any Lien under, any document evidencing any Indebtedness or any material Contractual Obligation to which such Person is a party or any order, injunction, writ or decree of any Governmental Authority to which such Person or its property is subject; or

(c) subject to the entry of the applicable Financing Orders and the First Day Orders, violate any Requirement of Law that could reasonably be expected to result in a Material Adverse Effect.

6.03 Governmental Authorization. Subject to the entry of the Financing Orders and the First Day Orders, no approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority (except for recordings or filings in connection with the Liens granted to the Administrative Agent under the Collateral Documents and any filings that may be required under Securities Laws in connection with the enforcement of such Liens) is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document.

6.04 Binding Effect. Subject to the entry of the Financing Orders, this Agreement and each other Loan Document to which any Loan Party is a party constitute the legal, valid and binding obligations of such Loan Party, enforceable against such Loan Party in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability.

6.05 Litigation. Other than the Bankruptcy Cases and except as specifically disclosed in Schedule 6.05, there are no actions, suits, proceedings, claims or disputes pending, or to the best knowledge of Holdings and the Company, threatened or contemplated, at law, in equity, in arbitration or before any Governmental Authority, against Holdings or any of its Subsidiaries or any of their respective properties which:

(a) purport to affect or pertain to this Agreement or any other Loan Document, or any of the transactions contemplated hereby or thereby; or

(b) are reasonably likely to result in an adverse result for Holdings or any of its Subsidiaries, which adverse result would reasonably be expected to have a Material Adverse Effect. No injunction, writ, temporary restraining order or any order of any nature has been issued by any court or other Governmental Authority purporting to enjoin or restrain the execution, delivery or performance of this Agreement or any other Loan Document, or directing that the transactions provided for herein or therein not be consummated as herein or therein provided.

6.06 No Defaults. Neither Holdings nor any Subsidiary is in default under or with respect to any Contractual Obligation that is a Postpetition Liability in any respect which, individually or together with all such defaults, could reasonably be expected to have a Material Adverse Effect, or that would create an Event of Default under Section 9.01(e).

6.07 ERISA Compliance. Except as specifically disclosed in Schedule 6.07:

(a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other federal or state law. Each Plan which is intended to qualify under section 401(a) of the Code has received a favorable determination letter from the IRS and to the best knowledge of Holdings and the Company, nothing has occurred which would cause the loss of such qualification. Holdings, the Company and each ERISA

Affiliate have made all required contributions to any Plan subject to section 412 of the Code, and no application for a funding waiver or an extension of any amortization period pursuant to section 412 of the Code has been made with respect to any Plan.

(b) There are no pending or, to the best knowledge of Company, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan which has resulted or would reasonably be expected to result in a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan which has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) Except as would not reasonably be expected to have a Material Adverse Effect, (i) no ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability; (iii) neither Holdings nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under section 4007 of ERISA); (iv) neither Holdings nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under section 4219 of ERISA, would result in such liability) under section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) neither Holdings nor any ERISA Affiliate has engaged in a transaction that could be subject to section 4069 or 4212(c) of ERISA.

6.08 Use of Proceeds; Margin Regulations. The proceeds of the Revolving Loans and the Letters of Credit will be used solely for the purposes set forth in and permitted by Section 7.12 and Section 8.07. No Loan Party is generally engaged in the business of purchasing or selling Margin Stock or extending credit for the purpose of purchasing or carrying Margin Stock.

6.09 Title to Properties; Liens. Other than as a result of the Bankruptcy Cases, Holdings and each Subsidiary have good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of their respective businesses, except for such defects in title as could not, individually or in the aggregate, have a Material Adverse Effect. Subject to the entry of the Financing Orders, the real and personal property of Holdings and its Subsidiaries is subject to no Liens, other than Permitted Liens. Holdings and each Guarantor has complied with all postpetition obligations under all real property leases to which it is a party to the extent non-compliance with which could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect and except as provided in any order of the Bankruptcy Court approving the rejection of one or more leases pursuant to Section 365 of the Bankruptcy Code. Except to the extent the Bankruptcy Court enters an order pursuant to Section 365 approving the rejection of such lease or leases, Holdings and each Subsidiary enjoy peaceful and undisturbed possession under all such material leases.

6.10 Taxes. Holdings and its Subsidiaries have filed all Federal and other material tax returns and reports required to be filed, and have paid all Federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except (i) as prohibited or excused by

the Bankruptcy Code during the pendency of the Bankruptcy Cases or pursuant to an order of the Bankruptcy Court, or (ii) those which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with GAAP. There is no proposed tax assessment against Holdings or any Subsidiary arising after the commencement of the Bankruptcy Cases that would, if made, have a Material Adverse Effect.

6.11 Financial Condition. Except as specifically disclosed in Schedule 6.11(a):

(a) The audited consolidated balance sheet of Holdings and its Subsidiaries dated December 31, 2008, the unaudited balance sheet of Holdings and its Subsidiaries for the fiscal quarter ended March 31, 2009 and, in each case, the related consolidated statements of income or operations and cash flows for the fiscal period ended on that date:

(i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, subject to year end audit adjustments and the absence of footnotes in the case of quarterly financial statements;

(ii) are complete and accurate in all material respects and fairly present the financial condition of Holdings and its Subsidiaries as of the date thereof and results of operations and cash flows for the period covered thereby; and

(iii) except as specifically disclosed in Schedule 6.11(a)(iii), show all material Indebtedness and other material liabilities, direct or contingent, of Holdings and its consolidated Subsidiaries as of the date thereof, including liabilities for taxes, material commitments and Contingent Obligations.

(b) Since the Petition Date, there has not been, nor is it reasonably likely that there will be, any Material Adverse Effect.

(c) Any pro forma financial statements of Holdings and its Subsidiaries furnished by Holdings to the Administrative Agent hereunder, and any financial projections furnished to the Administrative Agent hereunder (including the projection set forth in the DIP Budget), were prepared by Holdings based on estimates and assumptions believed to be reasonable and fair in light of current conditions and facts known to Holdings on the date such pro forma financial statements or projections, as the case may be, were furnished to the Administrative Agent, and as of the date so furnished reflect, in the case of pro forma financial statements, Holdings good faith representation of the pro forma financial condition of Holdings and its Subsidiaries as of the date thereof and, in the case of financial projections, Holdings good faith and reasonable estimates of the future financial performance of Holdings and its Subsidiaries for the periods set forth therein.

6.12 Environmental Matters. Holdings conducts in the Ordinary Course of Business a review of the effect of existing Environmental Laws and existing Environmental Claims on its business, operations and properties, and as a result thereof Holdings has reasonably concluded that, except as specifically disclosed in Schedule 6.12, such Environmental Laws and

Environmental Claims could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(a) Except as specifically disclosed in Schedule 6.12, the ongoing operations of Holdings and each of its Subsidiaries comply in all respects with all Environmental Laws, except such non-compliance which would not reasonably be expected to result in a Material Adverse Effect.

(b) Holdings and each of its Subsidiaries have obtained all licenses, permits, authorizations and registrations required under any Environmental Law ("Environmental Permits") and necessary for their respective ordinary course operations, all such Environmental Permits are in good standing, and Holdings and each of its Subsidiaries are in compliance with all material terms and conditions of such Environmental Permits, except to the extent the failure to obtain any such Environmental Permit or to maintain any such Environmental Permit in good standing or otherwise to be in compliance with the material terms thereof could not reasonably be expected to have a Material Adverse Effect.

(c) Except as specifically disclosed in Schedule 6.12, none of Holdings, any of its Subsidiaries or any of their respective property or operations is subject to any outstanding written order from or agreement with any Governmental Authority, nor subject to any judicial or docketed administrative proceeding, respecting any Environmental Law, Environmental Claim or Hazardous Material that would reasonably be expected to result in a Material Adverse Effect.

(d) Except as specifically disclosed in Schedule 6.12, there are no Hazardous Materials or other conditions or circumstances existing with respect to any property of Holdings or any Subsidiary, or arising from operations prior to the Effective Date of Holdings or any of its Subsidiaries, that would reasonably be expected to give rise to Environmental Claims that could reasonably be expected to result in a Material Adverse Effect. In addition, (i) neither Holdings nor any Subsidiary has any underground storage tanks (A) that are not properly registered or permitted under applicable Environmental Laws, or (B) that are leaking or disposing of Hazardous Materials off-site, in each case, that would reasonably be expected to give rise to a Material Adverse Effect and (ii) Holdings and its Subsidiaries have notified all of their employees of the existence, if any, of any health hazard arising from the conditions of their employment and have met all notification requirements under Title III of CERCLA and all other Environmental Laws.

6.13 Collateral Documents.

(a) Subject to the entry of the Financing Orders, the provisions of each of the Collateral Documents are effective to create in favor of the Administrative Agent for the benefit of the Lenders, a legal, valid and enforceable first priority Lien in all right, title and interest of Holdings, or the applicable Loan Party (as the case may be), in the Collateral described therein to secure the Obligations, subject only to Permitted Liens.

(b) All representations and warranties of Holdings and each of its Subsidiaries party thereto contained in the Collateral Documents are true and correct.

6.14 Regulated Entities. None of Holdings, any Person Controlling Holdings, or any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

6.15 No Burdensome Restrictions. Neither Holdings nor any Subsidiary is a party to or bound by any Contractual Obligation that is a Postpetition Liability, or subject to any restriction in any Organization Document, or any Requirement of Law, which could reasonably be expected to have a Material Adverse Effect.

6.16 Copyrights, Patents, Trademarks and Licenses, Etc. Holdings or its Subsidiaries own or are licensed or otherwise have the right to use all of the patents, trademarks, service marks, trade names, copyrights, contractual franchises, authorizations and other rights that are reasonably necessary for the operation of their respective businesses, without conflict with the rights of any other Person, except for such conflicts as would not reasonably be expected to have a Material Adverse Effect. To the best knowledge of Holdings and the Company, no slogan or other advertising device, product, process, method, substance, part or other material now employed, or now contemplated to be employed, by Holdings or any Subsidiary infringes upon any rights held by any other Person, except for those infringements that would, individually or in the aggregate, not reasonably be expected to have a Material Adverse Effect. Except as specifically disclosed in Schedule 6.05, no claim or litigation regarding any of the foregoing is pending or, to the best knowledge of Holdings and the Company, threatened, and no patent, invention, device, application, principle or any statute, law, rule, regulation, standard or code is pending or, to the best knowledge of Holdings and the Company, proposed, which, in either case, could reasonably be expected to have a Material Adverse Effect.

6.17 Subsidiaries. As of the Effective Date, Holdings has no Subsidiaries other than those specifically disclosed in part (a) of Schedule 6.17 and has no equity investments in any other Person other than those specifically disclosed in part (b) of Schedule 6.17. All U.S. Subsidiaries of Holdings as of the Effective Date are identified as such on part (a) of Schedule 6.17, as well as a denotation as to whether such Subsidiary is a Wholly-Owned Subsidiary or Non-Wholly-Owned Subsidiary. All of the outstanding equity interests in the Subsidiaries of Holdings which are owned directly or indirectly by Holdings have been validly issued, are fully paid and nonassessable and are owned, as of the Effective Date, in the amounts specified on Part (a) of Schedule 6.17 free and clear of all Liens, other than Liens granted to the Administrative Agent and other than Liens created under the "Loan Documents" under and defined in the Prepetition Credit Agreement.

6.18 Insurance. Except as specifically disclosed in Schedule 6.18, the properties of Holdings and its Subsidiaries are insured with financially sound and reputable insurance companies not Affiliates of Holdings, in such amounts, with such deductibles and covering such risks as are deemed to be appropriate by Holdings in the exercise of its reasonable business judgment.

6.19 Full Disclosure. Except as specifically disclosed in Schedule 6.19, none of the representations or warranties made by any Loan Party in the Loan Documents as of the date such representations and warranties are made or deemed made, and none of the statements

contained in any exhibit, report, statement or certificate furnished by or on behalf of any Loan Party in connection with the Loan Documents (including the offering and disclosure materials delivered by or on behalf of any Loan Party to the Lenders prior to the Effective Date), contains any untrue statement of a material fact (when taken as a whole) or omits any material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading as of the time when made or delivered; provided, however, that with respect to information relating to Holdings' industry generally and not to Holdings or its Subsidiaries specifically, the Loan Parties' represent and warrant only that such information was derived from sources the Loan Parties believe to be reliable and the Loan Parties have no reason to believe at the time such information was furnished or provided to the Administrative Agent or any Lender that such information was misleading; and provided further that to the extent any such information, report, financial statement, exhibit or schedule was based upon or constitutes a forecast or projection, such Loan Party represents only that it acted in good faith and utilized reasonable assumptions and due care in the preparation of such information, report, financial statement, exhibit or schedule (it being understood that forecasts and projections by their nature involve approximations and uncertainties).

6.20 Real Property. Schedule 6.20 contains a complete listing of all real property owned in fee simple by Holdings and each other Loan Party as of the Effective Date.

6.21 Eligible Accounts. As to each Account that is identified by Holdings as an Eligible Account in a Borrowing Base Certificate submitted to the Administrative Agent, such Account is (a) a bona fide existing payment obligation of the applicable Account Debtor created by the sale and delivery of Inventory or the rendition of services to such Account Debtor in the Ordinary Course of Business of Holdings or any Guarantor, (b) owed to Holdings or a Guarantor, and (c) not excluded as ineligible by virtue of one or more of the excluding criteria set forth in the definition of Eligible Accounts.

6.22 Eligible Fixed Assets. As to each item of fixed assets that is identified by Holdings as Eligible Fixed Assets in a Borrowing Base Certificate submitted to Administrative Agent, such fixed assets are (a) of good and saleable quality, and (b) not excluded as ineligible by virtue of one or more of the excluding criteria set forth in the definition of Eligible Fixed Assets.

6.23 Eligible Inventory. As to each item of Inventory that is identified by Holdings as Eligible Inventory or Eligible Truss and Millwork Inventory in a Borrowing Base Certificate submitted to Administrative Agent, such Inventory is (a) of good and merchantable quality, free from known defects, and (b) not excluded as ineligible by virtue of one or more of the excluding criteria set forth in the definition of Eligible Inventory.

6.24 Senior Secured, Super-Priority Obligations.

(a) On and after the Effective Date, the provisions of the Loan Documents and the Financing Orders are effective to create in favor of the Administrative Agent, for the benefit of the Lenders, legal, valid and perfected Liens on and security interests (having the priority provided for herein and in the Financing Orders) in all right, title and interest in the Collateral, enforceable against each Loan Party that owns an interest in such Collateral.

(b) Pursuant to the Financing Orders, all Obligations are secured by valid and perfected Liens and security interests having the Requisite Priority.

(c) Pursuant to the Financing Orders, all Obligations shall have a superpriority administrative expense status pursuant to Section 364(c)(1) of the Bankruptcy Code, with priority over all other costs and expenses of the kinds specified in, or ordered pursuant to, Sections 105, 326, 328, 330, 331, 363, 364, 503(b), 506(c), 507(a), 507(b), 546, 726, 1113 and 1114 of the Bankruptcy Code, subject and subordinate only to the Carve-Out (the "Superpriority Status").

(d) The Financing Orders and the transactions contemplated hereby and thereby, are in full force and effect and have not been vacated, reversed, modified, amended or stayed without the prior written consent of the Administrative Agent and, to the extent required in the Financing Orders, the Majority Lenders.

ARTICLE VII.

AFFIRMATIVE COVENANTS

So long as any Lender shall have any Revolving Commitment hereunder, or any Loan or other Obligation shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding, unless the Majority Lenders waive compliance in writing:

7.01 Financial Statements. Holdings shall deliver to the Administrative Agent (which will promptly deliver to each Lender):

(a) as soon as available, but not later than forty-five (45) days after the end of each fiscal quarter of each fiscal year, a copy of the unaudited consolidated balance sheet of Holdings and its Subsidiaries as of the end of such quarter and the related consolidated statements of income, shareholders' equity and cash flows for the period commencing on the first day and ending on the last day of such quarter, and certified by a Responsible Officer of Holdings as being complete and accurate in all material respects and fairly presenting, in accordance with GAAP (subject to year-end audit adjustments and the absence of footnotes), the financial position and the results of operations and cash flows of Holdings and the Subsidiaries;

(b) as soon as available, but not later than thirty (30) days after the end of each fiscal month, (i) a copy of the unaudited consolidated balance sheet of Holdings and its Subsidiaries as of the end of such month and the related consolidated statements of income and cash flows for the period commencing on the first day and ending on the last day of such month, and certified by a Responsible Officer of Holdings as fairly presenting in accordance with GAAP (subject to year-end audit adjustments, quarterly accounting adjustments and the absence of footnotes), the consolidated financial position and the results of operations and cash flows of Holdings and the Subsidiaries, (ii) a management commentary in respect of the financial condition and results of operations of Holdings and its Subsidiaries for such fiscal month for which financial statements have then been delivered in accordance with the preceding clause (i), and (iii) a rolling 13-week consolidated operating budget (the "DIP Budget"), updated monthly, for Holdings and its Subsidiaries, which budget shall (A) state the assumptions used in the

preparation thereof, (B) be otherwise in form satisfactory to the Administrative Agent, and (C) be accompanied by a certificate of a Responsible Officer of Holdings certifying that such cash flow forecast represents Holdings' reasonable good faith estimates and assumptions as to future performance, which Holdings believes to be fair and reasonable as of the time made in light of then current and reasonably foreseeable business conditions (it being understood that forecasts and projections by their nature involve approximations and uncertainties);

(c) as reasonably requested by Administrative Agent from time to time, an updated consolidated financial forecast for Holdings and its Subsidiaries for the then current fiscal month and each fiscal month thereafter through the Revolving Loan Maturity Date, including forecasted consolidated balance sheets and consolidated statements of income and cash flows of Holdings and its Subsidiaries, which forecast shall (A) state the assumptions used in the preparation thereof, (B) compare Holdings actual financial results versus the consolidated financial forecast delivered by Holdings to the Administrative Agent and the Lenders on or about the Effective Date, (C) be otherwise in form satisfactory to the Administrative Agent, and (D) be accompanied by a certificate of a Responsible Officer of Holdings certifying that such financial projections represent Holdings' reasonable good faith estimates and assumptions as to future performance, which Holdings believes to be fair and reasonable as of the time made in light of then current and reasonably foreseeable business conditions (it being understood that forecasts and projections by their nature involve approximations and uncertainties);

(d) promptly, such other financial statements and information (including financial information regarding Minority Investments) as the Administrative Agent, at the request of any Lender, may from time to time request;

(e) promptly, any financial information and pleadings filed with the Bankruptcy Court; and

(f) promptly, any financial information and reports prepared by Holdings, as required by the Bankruptcy Court or by the Operating Guidelines and Reporting Requirements of the U.S. Trustee's Office, but only to the extent filed with the Bankruptcy Court or U.S. Trustee.

As to any information contained in materials furnished pursuant to Section 7.02(b), Holdings shall not be separately required to furnish such information under Section 7.01(a) above, but the foregoing shall not be in derogation of the obligation of Holdings to furnish the information and materials described in Section 7.01(a) above at the times specified therein.

7.02 Certificates; Other Information. Holdings shall furnish to the Administrative Agent (which shall promptly furnish to each Lender), in form and detail satisfactory to the Administrative Agent and the Majority Lenders:

(a) concurrently with the delivery of the financial statements referred to in Section 7.01(a), and Section 7.01(b), a completed Compliance Certificate certified by a Responsible Officer of Holdings;

(b) promptly, copies of all financial statements and reports that Holdings sends to its shareholders, and copies of all financial statements and regular, periodical

or special reports (including Forms 10K, 10Q and 8K) that Holdings or any Subsidiary may make to, or file with, the SEC;

(c) promptly upon sending or receipt, copies of any and all management letters and correspondence relating to management letters, sent or received by Holdings or any of its Subsidiaries to or from the Independent Auditor;

(d) within twenty (20) days of the Administrative Agent's or any Lender's request therefor, (i) a current list of the names, addresses and outstanding debts of all account debtors, and (ii) a current list of the names, addresses and outstanding amounts due all creditors of Holdings or any Subsidiary;

(e) concurrently with the delivery of the financial statements referred to in Section 7.01(a), a completed Update Certificate, certified by a Responsible Officer of Holdings;

(f) promptly, and in any event within ten Business Days after receipt thereof by Holdings or any Subsidiary, copies of each notice or other correspondence received from the SEC concerning any investigation or possible investigation or other inquiry by such agency regarding financial or other operational results of Holdings or any Subsidiary thereof;

(g) (i) not later than 30 days after the end of each fiscal month, a completed Borrowing Base Certificate setting forth the calculation of the Borrowing Base as of the close of business on the last day of such month then most recently ended, certified by a Responsible Officer of Holdings, and (ii) promptly upon the request from time to time of the Administrative Agent, reports detailing to the best knowledge of a Responsible Officer of Holdings, daily sales, gross accounts receivable and other items included in or related to the calculation of the Borrowing Base;

(h) as soon as available, but not later than 7 days after the end of each week, a weekly DIP Budget variance report, which report shall (i) compare Holdings' actual consolidated cash flows for the week then ended versus the forecasted cash flows for such week set forth in the DIP Budget then most recently delivered by Holdings to the Administrative Agent under Section 7.01(b) and (ii) be in a form satisfactory to the Administrative Agent;

(i) as soon as available, but not later than 30 days after the end of each fiscal month, a monthly status report on the Wind-Down of Non-Core Operations, which report shall address such matters as may be reasonably requested from time to time by the Administrative Agent and shall otherwise be in a form satisfactory to the Administrative Agent;

(j) promptly upon the request from time to time of the Administrative Agent, a status report on (i) any federal or state tax audits of Holdings or any of its Subsidiaries, (ii) the filing of any federal or state tax returns, (iii) any anticipated tax refunds, tax abatements or other credits and (iv) such other tax-related matters as the Administrative Agent may reasonably request;

(k) promptly, upon the reasonable request of the Administrative Agent from time to time, a report of all outstanding Surety Instruments; and

(l) promptly, such additional information regarding the business, financial or corporate affairs of Holdings or any Subsidiary as the Administrative Agent, at the request of any Lender, may from time to time reasonably request.

7.03 Notices. Holdings shall promptly notify the Administrative Agent (which shall promptly notify each Lender):

(a) of the occurrence of any Default, and of the occurrence or existence of any event or circumstance that foreseeably will become a Default;

(b) of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including (i) any breach or non-performance of, or any default under, any Contractual Obligation of Holdings or any of its Subsidiaries which has resulted or could result in a Material Adverse Effect; and (ii) any dispute, litigation, investigation, proceeding or suspension which may exist at any time between Holdings or any of its Subsidiaries and any Governmental Authority (including under or pursuant to any Environmental Laws) which has resulted or could reasonably be expected to result in a Material Adverse Effect;

(c) of the commencement of, or any material development in, any litigation or proceeding affecting Holdings or any Subsidiary (i) which, if adversely determined, would reasonably be expected to have a Material Adverse Effect, or (ii) in which the relief sought is an injunction or other stay of the performance of this Agreement or any Loan Document;

(d) upon, but in no event later than ten (10) days after, becoming aware of (i) any and all material enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Holdings or any Subsidiary or any of their respective properties pursuant to any applicable Environmental Laws, (ii) all other Environmental Claims, and (iii) any environmental or similar condition on any real property adjoining or in the vicinity of the property of Holdings or any Subsidiary that could reasonably be anticipated to cause such property or any part thereof to be subject to any material restrictions on the ownership, occupancy, transferability or use of such property under any Environmental Laws;

(e) of any other litigation or proceeding affecting Holdings or any of its Subsidiaries which Holdings would be required to report to the SEC pursuant to the Exchange Act, within four (4) days after reporting the same to the SEC;

(f) of the occurrence of any of the following events affecting Holdings or any ERISA Affiliate (but in no event more than ten (10) days after such event), and deliver to the Administrative Agent and each Lender a copy of any notice with respect to such event that is filed with a Governmental Authority and any notice delivered by a Governmental Authority to Holdings or any ERISA Affiliate with respect to such event:

(i) an ERISA Event;

- (ii) a material increase in the Unfunded Pension Liability of any Pension Plan;
- (iii) the adoption of, or the commencement of contributions to, any Plan subject to section 412 of the Code by Holdings or any ERISA Affiliate; or
- (iv) the adoption of any amendment to a Plan subject to section 412 of the Code, if such amendment results, or would reasonably be expected to result, in a material increase in contributions or Unfunded Pension Liability;
- (g) of any material change in accounting policies or financial reporting practices by Holdings or any of its consolidated Subsidiaries; and
- (h) the occurrence of any Event of Loss exceeding \$5,000,000.

Each notice under this Section 7.03 shall be accompanied by a written statement by a Responsible Officer of Holdings setting forth details of the occurrence referred to therein, and stating what action Holdings or any affected Subsidiary proposes to take with respect thereto and at what time. Each notice under Section 7.03(a) shall describe with particularity any and all clauses or provisions of this Agreement or other Loan Document that have been (or foreseeably will be) breached or violated.

7.04 Preservation of Corporate Existence, Etc. Except as otherwise excused by the Bankruptcy Code during the pendency of the Bankruptcy Cases or pursuant to an order of the Bankruptcy Court, Holdings shall, and shall cause each Subsidiary to, except in connection with transactions permitted by Section 8.03 and sales of assets permitted by Section 8.02:

- (a) preserve and maintain in full force and effect its (i) legal existence and (ii) good standing under the laws of its state or jurisdiction of incorporation or formation;
- (b) preserve and maintain in full force and effect all governmental rights, privileges, qualifications, permits, licenses and franchises necessary or desirable in the normal conduct of its business;
- (c) use reasonable efforts, in the Ordinary Course of Business, to preserve its business organization and goodwill; and
- (d) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non preservation of which could reasonably be expected to have a Material Adverse Effect.

7.05 Maintenance of Property. Except as otherwise excused by the Bankruptcy Code during the pendency of the Bankruptcy Cases or pursuant to an order of the Bankruptcy Court, Holdings shall, and shall cause each Subsidiary to, maintain, and preserve all its property which is used or useful in its business in good repair and condition (ordinary wear and tear excepted), and from time to time make necessary repairs, renewals and replacements thereto so that its property shall be preserved and maintained consistent with Holdings' or such Subsidiary's past practice.

7.06 Insurance. In addition to insurance requirements set forth in the Collateral Documents, Holdings shall maintain, and shall cause each Subsidiary to maintain, with financially sound and reputable independent insurers, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts as are customarily carried under similar circumstances by such other Persons, including workers' compensation insurance, public liability and property and casualty insurance. All such insurance shall name the Administrative Agent as loss payee and as additional insured, for the benefit of the Lenders, as their interests may appear. All casualty and key man insurance maintained by Holdings shall name the Administrative Agent as loss payee and all liability insurance shall name the Administrative Agent as additional insured for the benefit of the Lenders, as their interests may appear. Upon the request of the Administrative Agent or any Lender, Holdings shall furnish the Administrative Agent, with sufficient copies for each Lender, at reasonable intervals (but not more than once per calendar year) a certificate of a Responsible Officer of Holdings (and, if requested by the Administrative Agent, any insurance broker of Holdings) setting forth the nature and extent of all insurance maintained by Holdings and its Subsidiaries in accordance with this Section 7.06 or any Collateral Documents (and which, in the case of a certificate of a broker, were placed through such broker).

7.07 Payment of Obligations. Except (i) as otherwise excused by the Bankruptcy Code during the pendency of the Bankruptcy Cases or pursuant to an order of the Bankruptcy Court, or (ii) where the failure to satisfy any of the following as they become due and payable could not reasonably be expected to result in a Material Adverse Effect, Holdings shall, and shall cause each of its Subsidiaries to, pay and discharge as the same shall become due and payable, all their respective obligations and liabilities, including:

(a) all material tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings and adequate reserves in accordance with GAAP are being maintained by Holdings or such Subsidiary;

(b) all lawful claims which, if unpaid, would by law become a Lien upon its property not constituting a Permitted Lien; and

(c) all Indebtedness, as and when due and payable, but subject to any subordination provisions contained in any instrument or agreement evidencing such Indebtedness (except where failure to do so would not otherwise constitute a Default hereunder).

7.08 Compliance with Laws. Holdings shall comply, and shall cause each Subsidiary to comply, with all Requirements of Law of any Governmental Authority having jurisdiction over it or its business (including the Federal Fair Labor Standards Act), except as otherwise excused by the Bankruptcy Code during the pendency of the Bankruptcy Cases or pursuant to an order of the Bankruptcy Court, or such as may be contested in good faith or as to which a bona fide dispute may exist or where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

7.09 Compliance with ERISA. Holdings shall, and shall cause each of its ERISA Affiliates to: (a) maintain each Plan in compliance with the applicable provisions of ERISA, the Code and other federal or state law except for any noncompliance that would not reasonably be expected to have a Material Adverse Effect; (b) cause each Plan which is qualified under section 401(a) of the Code to maintain such qualification; and (c) make all required contributions to any Plan subject to section 412 of the Code.

7.10 Inspection of Property and Books and Records.

(a) Holdings shall, and shall cause each Subsidiary to, maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of Holdings and such Subsidiary. Holdings shall permit, and shall cause each Subsidiary to permit, representatives and independent contractors of the Administrative Agent or any Lender to visit and inspect any of their respective properties, to examine their respective corporate, financial, operating and other records, and make copies thereof or abstracts therefrom, and to discuss their respective affairs, finances and accounts with their respective directors, officers, and independent public accountants, all at the expense of Holdings and the Company and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to Holdings; provided, however, when an Event of Default exists the Administrative Agent or any Lender may do any of the foregoing at any time during normal business hours and without advance notice.

(b) Without limiting the generality of Section 7.10(a), as frequently as the Administrative Agent or the Majority Lenders may deem appropriate, each of Holdings and the Company will provide Administrative Agent or its designees access to Holdings', the Company's and the Subsidiaries' records and premises and allow auditors or appraisers to conduct audits and appraisals of Holdings' and its Subsidiaries' property, plant, equipment, inventory and accounts. Holdings shall pay all reasonable fees and expenses of each such audit and appraisal.

7.11 Environmental Laws.

(a) Holdings shall, and shall cause each Subsidiary to, conduct its operations and keep and maintain its property in compliance with all Environmental Laws, except to the extent the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect or is otherwise excused by the Bankruptcy Code during the pendency of the Bankruptcy Cases or pursuant to an order of the Bankruptcy Court.

(b) Upon the written request of the Administrative Agent or any Lender, Holdings shall submit and cause each of its Subsidiaries to submit, to the Administrative Agent, at Holdings' sole cost and expense, at reasonable intervals, a report providing an update of the status of any environmental, health or safety compliance, hazard or liability issue identified in any notice or report required pursuant to Section 7.03(d), that could, individually or in the aggregate, result in liability in excess of \$1,000,000.

7.12 Use of Proceeds. Holdings will use the proceeds of the Revolving Loans and the Letters of Credit solely (i) to pay fees, interest and expenses associated with this Agreement, (ii) to provide ongoing working capital and to satisfy capital expenditure needs of Holdings and its Subsidiaries during the pendency of the Bankruptcy Cases and for the purposes set forth in the DIP Budget, including the payment of fees and expenses of Professional Persons approved by the Bankruptcy Court during the pendency of the Bankruptcy Cases, (iii) to provide for other general corporate purposes of Holdings and its Subsidiaries during the pendency of the Bankruptcy Cases and for the purposes set forth in the DIP Budget, (iv) to fund the Carve-Out, and (v) to repay amounts, not to exceed \$4,000,000, owing under the Prepetition Credit Agreement's revolving credit facility. Nothing herein shall in any way prejudice or prevent the Administrative Agent or the Lenders from objecting, for any reason, to any requests, motions or applications made in the Bankruptcy Court, including any applications for interim or final allowances of compensation for services rendered or reimbursement of expenses incurred under clause (a) of Section 105, or Section 330 or 331 of the Bankruptcy Code, by any party in interest. For avoidance of doubt, no proceeds of any Revolving Loans or any cash collateral shall be available for any fees or expenses incurred in connection with the initiation or prosecution of any claims, causes of action, adversary proceedings or other litigation against (i) the Administrative Agent or the Lenders or (ii) in connection with challenging, invalidating, disallowing, recharacterizing, setting aside, avoiding, subordinating, in whole or in part, or taking or attempting to take any other action to render unenforceable, the Liens, claims, interests and Adequate Protection of the Administrative Agent and the Lenders or the administrative agent and lenders under the Prepetition Credit Agreement as of the Petition Date; provided up to \$50,000 in the aggregate may be used by any statutory committee appointed in the Bankruptcy Cases for purposes of investigating the Liens, claims and interests under the Prepetition Credit Agreement.

7.13 Additional Guarantors.

(a) If a Minority Investment or Subsidiary shall at any time after the Effective Date become a U.S. Wholly-Owned Subsidiary, or if Holdings, or any U.S. Wholly-Owned Subsidiary of Holdings, otherwise shall incorporate, create or acquire any U.S. Wholly-Owned Subsidiary, Holdings shall cause such U.S. Wholly-Owned Subsidiary to furnish promptly, but in no event more than thirty (30) days thereafter, each of the following to the Administrative Agent:

(i) a duly executed notice and agreement in substantially the form of Exhibit F (an "Additional Guarantor Assumption Agreement");

(ii) (A) copies of the resolutions of the board of directors (or equivalent governing body) of such Subsidiary approving and authorizing the execution, delivery and performance by such Subsidiary of its Additional Guarantor Assumption Agreement and this Agreement, certified as of the date of such Additional Guarantor Assumption Agreement (the "Additional Guarantor Accession Date") by the Secretary or an Assistant Secretary (or other appropriate officer) of such Subsidiary; (B) a certificate of the Secretary or Assistant Secretary (or other appropriate officer) of such Subsidiary certifying the names and true signatures of the officers of such Subsidiary authorized to execute and deliver and perform, as applicable, its Additional Guarantor Assumption Agreement, this Agreement and all other Loan Documents to be delivered hereunder; (C) copies of the articles or certificate of incorporation and bylaws (or

other applicable Organization Documents) of such Subsidiary as in effect on the Additional Guarantor Accession Date, certified by the Secretary or Assistant Secretary (or other appropriate officer) of such Subsidiary as of the Additional Guarantor Accession Date; and

(iii) (A) such amendments to the schedules to the Security Agreement as shall be required in connection with the accession of such Subsidiary thereto; (B) UCC-1 financing statements for each jurisdiction in which such filing is necessary to perfect the security interest of the Administrative Agent on behalf of the Lenders in the Collateral of such Subsidiary and in which the Administrative Agent requests that such filing be made; and (C) if requested by the Administrative Agent, within ninety (90) days of such request (or such later date as the Administrative Agent may approve in its discretion), such Mortgages and other documents as may be required to create and perfect a Lien in the interests of such Subsidiary in any real property owned in fee simple by such Subsidiary having a fair market value or book value at the time of the incorporation, creation or acquisition of such Subsidiary of greater than \$1,000,000, and such title insurance policies and other documents as the Administrative Agent or the Majority Lenders may reasonably request in connection therewith.

(b) Additionally, Holdings and such Subsidiary shall have executed and delivered to the Administrative Agent such other items as reasonably requested by the Administrative Agent in connection with the foregoing, including officers' certificates, search reports, control agreements and other certificates and documents.

7.14 Additional Stock Pledges. If Holdings, directly or indirectly, incorporates, creates or acquires any additional Subsidiary, or if any Person in which Holdings, directly or indirectly, has a Minority Investment shall become a Subsidiary, then within ten (10) days thereafter, Holdings shall (i) (A) pledge the capital stock, membership interests or other equity interests of such additional Subsidiary to the Administrative Agent pursuant to the Security Agreement, if such stock, membership interest or other interest is directly owned by Holdings, or (B) if such stock, membership interest or other interest is owned by a Subsidiary, cause such Subsidiary to pledge the capital stock, membership interest or other equity interest of such additional Subsidiary to the Administrative Agent pursuant to the Security Agreement, and (ii) execute and deliver, or cause such Subsidiary to have executed and delivered, to the Administrative Agent stock transfer powers executed in blank with signatures guaranteed as the Administrative Agent shall request, such UCC-1 financing statements (as furnished by the Administrative Agent) in each jurisdiction in which such filing is necessary to perfect the security interest of the Administrative Agent in the Collateral with respect to Holdings or such Subsidiary, and (iii) deliver such other items as reasonably requested by the Administrative Agent in connection with the foregoing, including resolutions, incumbency and officers' certificates, search reports, control agreements and other certificates and documents; provided, however, that if any such additional Subsidiary is not a U.S. Subsidiary, in no event shall more than 65% of the voting capital stock (and 100% of the non-voting stock) of any such Subsidiary be required to be so pledged.

7.15 Further Assurances.

(a) Holdings shall ensure that all written information, exhibits and reports furnished to the Administrative Agent or the Lenders do not and will not contain, when

considered with all other information so furnished, any untrue statement of a material fact and do not and will not omit to state any material fact or any fact necessary to make the statements contained therein not misleading in light of the circumstances in which made, and will promptly disclose to the Administrative Agent and the Lenders and correct any material defect or error that may be discovered therein or in any Loan Document or in the execution, acknowledgement or recordation thereof, provided that to the extent any such written information, exhibit or report was based upon or constitutes a forecast or projection, Holdings shall ensure only that it acted in good faith and utilized reasonable assumptions and due care in the preparation of such information, exhibit or report (it being understood that forecasts and projections by their nature involve approximations and uncertainties).

(b) If at any time after the Effective Date, Holdings or any other Loan Party shall become the owner in fee simple of any real property having a fair market value or book value in excess of \$250,000, then Holdings shall promptly, and in any event within thirty (30) days following the acquisition of such real property (or such later date as the Administrative Agent may approve in its discretion), deliver to the Administrative Agent a Mortgage, in form and substance satisfactory to the Administrative Agent, in respect of such real property, duly executed by the Administrative Agent and the record owner of the real property encumbered thereby (such execution to be duly acknowledged by a notary public) and in proper form for recording in the real estate records of the county in which such real property is located. Schedule 6.20 shall be deemed amended to include as Mortgaged Property all real property as to which a Mortgage is delivered to the Administrative Agent as provided in this Section 7.15(b).

(c) Promptly upon request by the Administrative Agent or the Majority Lenders, Holdings shall (and shall cause any Guarantor to) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register, any and all such further acts, deeds, conveyances, security agreements, assignments, estoppel certificates, financing statements and continuations thereof, termination statements, notices of assignment, transfers, certificates, assurances and other instruments the Administrative Agent or such Lenders, as the case may be, may reasonably require from time to time in order (i) to carry out more effectively the purposes of this Agreement or any other Loan Document, (ii) to subject to the Liens created by any of the Collateral Documents any of the properties, rights or interests covered by any of the Collateral Documents, (iii) to perfect and maintain the validity, effectiveness and priority of any of the Collateral Documents and the Liens intended to be created thereby, and (iv) to better assure, convey, grant, assign, transfer, preserve, protect and confirm to the Administrative Agent and Lenders the rights granted or now or hereafter intended to be granted to the Lenders under any Loan Document or under any other document executed in connection therewith.

7.16 Financial Advisor. Holdings shall use its commercially reasonable efforts to retain Alvarez & Marsal, or another firm acceptable to the Administrative Agent, to provide financial advisory services to Holdings and to ensure the continued involvement of Steven Varner (or other Professional Person reasonably acceptable to the Administrative Agent) on behalf of Alvarez & Marsal. Such financial advisor will, among other things, coordinate and consult with management of Holdings in the preparation of the DIP Budget. Holdings may terminate the engagement of such financial advisor after obtaining the consent of the Administrative Agent.

7.17 Cash Balance; Cash Sweep. Holdings shall, and shall cause its Subsidiaries to, take all steps necessary to ensure that the Cash Balance is at all times subject to a first priority Lien in favor of the Administrative Agent for the ratable benefit of the Lenders to secure the Obligations and that the Cash Balance is held in deposit accounts or securities accounts, or any combination thereof, that are maintained by a branch office of a bank or securities intermediary located within the United States and that are subject to the control of the Administrative Agent within the meaning of Section 9-314 of the UCC. Holdings shall, and shall cause its Subsidiaries to, take all steps necessary to ensure that the Collected and Available Cash in excess of \$1,000,000 is swept to the Cash Collateral Account on a daily basis.

7.18 Bankruptcy Cases. Holdings shall use its commercially reasonable efforts to obtain an order of the Bankruptcy Court authorizing Holdings to enter into this Agreement and the other Loan Documents and deliver or cause to be delivered to the Administrative Agent and its counsel all material pleadings, motions and other documents filed on behalf of all of the Loan Parties with the Bankruptcy Court.

ARTICLE VIII.

NEGATIVE COVENANTS

So long as any Lender shall have any Revolving Commitment hereunder, or any Loan or other Obligation shall remain unpaid or unsatisfied, or any Letter of Credit shall remain outstanding, unless the Majority Lenders waive compliance in writing:

8.01 Limitation on Liens.

(a) Holdings shall not, and shall not suffer or permit any Subsidiary to, directly or indirectly, make, create, incur, assume or suffer to exist any Lien upon or with respect to any part of its property, whether now owned or hereafter acquired, other than the following ("Permitted Liens"):

(i) any Lien existing on the Effective Date set forth in Schedule 8.01, provided that (a) such Lien shall not attach to any property or asset of Holdings or any Subsidiary other than the property or asset originally so encumbered on the Effective Date and (b) such Lien shall secure only those obligations that it secures on the Effective Date;

(ii) any Lien created under any Loan Document;

(iii) Liens for taxes, fees, assessments or other governmental charges which are not delinquent or remain payable without penalty, or which are being contested in good faith and by appropriate proceedings, if adequate reserves in accordance with GAAP are maintained by Holdings or such Subsidiary, which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto;

(iv) carriers', warehousemen's, mechanics', landlords', materialmen's, repairmen's or other similar Liens arising in the Ordinary Course of Business which are not delinquent or which are being contested in good faith and by appropriate proceedings, if adequate reserves in accordance with GAAP are maintained by Holdings or such

Subsidiary, which proceedings have the effect of preventing the forfeiture or sale of the property subject thereto;

(v) Liens (other than any Lien imposed by ERISA and other than on the Collateral) consisting of pledges or deposits required in the Ordinary Course of Business in connection with workers' compensation, unemployment insurance and other social security legislation;

(vi) Liens securing (A) the non-delinquent performance of bids, trade contracts (other than for borrowed money), leases (other than Capital Leases), statutory obligations, (B) contingent obligations on surety and appeal bonds, and (C) other non-delinquent obligations of a like nature; in each case, incurred in the Ordinary Course of Business, provided all such Liens in the aggregate would not (even if enforced) cause a Material Adverse Effect;

(vii) Liens consisting of judgment or judicial attachment liens with respect to any judgment that does not constitute an Event of Default under Section 9.01(g);

(viii) easements, rights of way, restrictions and other similar encumbrances incurred in the Ordinary Course of Business which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the businesses of Holdings and its Subsidiaries;

(ix) Liens on specific tangible assets of Persons which become Subsidiaries after the date of this Agreement; provided, however, that (A) such Liens existed at the time the respective Persons became Subsidiaries and were not created in anticipation thereof, (B) any such Lien does not by its terms cover any assets after the time such Person becomes a Subsidiary which were not covered immediately prior thereto, (C) any such Lien does not by its terms secure any Indebtedness other than Indebtedness existing immediately prior to the time such Person becomes a Subsidiary, and (D) such Indebtedness is permitted by Section 8.05(d);

(x) purchase money Liens on any property acquired or held by Holdings or its Subsidiaries in the Ordinary Course of Business, securing Indebtedness incurred or assumed for the purpose of financing all or any part of the cost of acquiring such property; provided that (i) any such Lien attaches to such property concurrently with or within one hundred eighty (180) days after the acquisition thereof, (ii) such Lien attaches solely to the property so acquired in such transaction, (iii) the principal amount of the Indebtedness secured thereby does not exceed 100% of the cost of such property, and (iv) such Indebtedness is permitted under Section 8.05(d);

(xi) Liens securing obligations in respect of Capital Leases on assets subject to such leases, provided that such Capital Leases are otherwise permitted hereunder;

(xii) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution; provided that (A) such deposit account is not a dedicated cash collateral account and is not subject to

restrictions against access by Holdings in excess of those set forth by regulations promulgated by the FRB, and (B) such deposit account is not intended by Holdings or any Subsidiary to provide collateral to the depository institution;

(xiii) Liens on the property of direct and indirect Subsidiaries of Holdings that are not Loan Parties in favor of Holdings created in connection with extensions of credit provided by Holdings to Subsidiaries that are not Loan Parties as permitted pursuant to Section 8.04(d), which Liens have been assigned to the Administrative Agent for the benefit of the Lenders pursuant to Section 8.04(d);

(xiv) precautionary Uniform Commercial Code financing statement filings in respect of Operating Leases entered into by Holdings or any of its Subsidiaries in the Ordinary Course of Business; and

(xv) Liens in respect of the Carve-Out and any Adequate Protection Lien pursuant to the First Day Orders.

(b) Holdings shall not, and shall not permit any of its Subsidiaries to, enter into or suffer to exist any agreement (other than this Agreement and the Prepetition Credit Agreement) prohibiting or conditioning the creation or assumption of any Lien upon any of its properties, revenues or assets, whether now owned or hereafter acquired, except (i) with respect to specific tangible assets subject to a Permitted Lien, (ii) agreements for the sale of a Subsidiary or assets, provided that (A) any such prohibition or condition on the creation or assumption of any Lien applies only to the Subsidiary or assets that are to be sold while such sale is pending and (B) such sale is permitted under Section 8.02, (iii) stockholders agreements, charter or other formation or joint venture documents relating to Non-Wholly-Owned Subsidiaries, and (iv) pursuant to customary anti-assignment or no-subletting clauses in leases, licenses or contracts entered into in the Ordinary Course of Business, which restrict only the assignment of such lease, license or contract, as applicable.

Notwithstanding the foregoing, no Liens may exist at any time on or with respect to the Pledged Collateral, except under this Agreement, the Prepetition Credit Agreement and the Carve-Out.

8.02 Disposition of Assets. Holdings shall not, and shall not suffer or permit any Subsidiary to, directly or indirectly, sell, assign, lease, convey, transfer or otherwise dispose of (whether in one or a series of transactions) any property (including accounts and notes receivable, with or without recourse), except:

(a) dispositions of inventory, all in the Ordinary Course of Business;

(b) the sale of equipment to the extent that such equipment is exchanged for credit against the purchase price of similar replacement equipment, or the proceeds of such sale are reasonably promptly applied to the purchase price of such replacement equipment;

(c) dispositions of inventory and equipment by the Company or any other Loan Party to the Company or any other Loan Party pursuant to reasonable business requirements and in the Ordinary Course of Business;

(d) the lease or sublease of real property by Holdings or any Subsidiary to other Persons in the Ordinary Course of Business;

(e) the sale of cash equivalents and other short term money market investments in the Ordinary Course of Business pursuant to Holdings' usual and customary cash management policies and procedures;

(f) dispositions pursuant to sales and leaseback transactions permitted under Section 8.13; and

(g) dispositions not otherwise permitted hereunder which are made for Fair Market Value (as determined in good faith by Holdings) and are either (i) permitted by the Bankruptcy Code or (ii) consummated pursuant to an order of the Bankruptcy Court; provided that (i) at the time of any disposition, no Event of Default shall exist or shall result from such disposition, (ii) 100% of the aggregate purchase price for such disposition shall be paid in cash or otherwise on terms reasonably acceptable to the Administrative Agent, and (iii) the Net Proceeds of such disposition shall be applied in accordance with Section 2.06(a)(iii) or Section 2.06(a)(vii), as the case may be.

8.03 Consolidations and Mergers. Holdings shall not, and shall not suffer or permit any Subsidiary to, merge, consolidate with or into, or convey, transfer, lease or otherwise dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person, except:

(a) one or more Subsidiaries may merge with Holdings, provided that Holdings shall be the continuing or surviving Person, or with any one or more Subsidiaries, provided that if any transaction shall be between a Subsidiary and a Wholly-Owned Subsidiary, the Wholly-Owned Subsidiary shall be the continuing or surviving Person, and provided further that if any transaction shall be between a Subsidiary and a Loan Party, the Loan Party shall be the continuing or surviving Person;

(b) as permitted by Section 8.02; and

(c) any Subsidiary may distribute or sell all or substantially all of its assets (upon voluntary liquidation, dissolution or otherwise) to Holdings or to a Wholly-Owned Subsidiary, provided that if the Subsidiary distributing or selling its assets is a Loan Party, then the Person purchasing or otherwise receiving the assets must also be a Loan Party.

8.04 Loans and Investments. Holdings shall not purchase or acquire, or suffer or permit any Subsidiary to purchase or acquire, any capital stock, equity interest, or any obligations or other securities of, or any interest in, any Person, or make any Acquisitions, or make any advance, loan, extension of credit or capital contribution to or any other investment in, any Person including any Affiliate of Holdings (together, "Investments") except for:

(a) Investments held by Holdings or Subsidiary in the form of cash equivalents and short term money market investments in the Ordinary Course of Business pursuant to Holdings' usual and customary cash management policies and procedures;

(b) extensions of credit in the nature of accounts receivable or notes receivable arising from the sale or lease of goods or services in the Ordinary Course of Business, together with investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(c) (i) Investments by Holdings and its Subsidiaries in the equity interests of their respective Subsidiaries outstanding on the Effective Date, (ii) additional Investments by Holdings and its Subsidiaries that are Loan Parties in other Loan Parties (other than Holdings) and (iii) additional Investments by Subsidiaries of Holdings that are not Loan Parties in other Subsidiaries that are not Loan Parties;

(d) Loans, advances and other extensions of credit by Holdings or any Loan Party to any Subsidiary that is not a Loan Party outstanding on the Effective Date and set forth on Schedule 8.04(d);

(e) (i) Investments constituting Minority Investments existing on the Effective Date set forth on Schedule 8.04(e)(i), and (ii) Investments in respect of exercised Put Obligations existing on the Effective Date and set forth on Schedule 8.04(e)(ii);

(f) Payments or advances under Swap Contracts existing on the Effective Date set forth on Schedule 8.04(f);

(g) Officer, shareholder, director and employee loans and guarantees in accordance with applicable law and with Holdings' and its Subsidiaries' usual and customary practices with respect thereto in an aggregate amount not exceeding \$1,000,000 at any time outstanding; and

(h) Investments constituting non-cash consideration received by Holdings or any Subsidiary in respect of any asset dispositions permitted under Section 8.02.

8.05 Limitation on Indebtedness. Holdings shall not, and shall not suffer or permit any Subsidiary to, create, incur, assume, suffer to exist, or otherwise become or remain directly or indirectly liable with respect to, any Indebtedness, except:

(a) Indebtedness incurred pursuant to this Agreement;

(b) Indebtedness consisting of Contingent Obligations permitted pursuant to Section 8.08;

(c) Indebtedness existing or deemed to exist on the Effective Date;

(d) (i) Indebtedness secured by Liens permitted by clauses (ix), (x) and (xi) of Section 8.01(a) outstanding on the Effective Date; and (ii) Indebtedness incurred after the

Effective Date secured by Liens permitted by clauses (x) or (xi) of Section 8.01(a) in an aggregate principal amount not to exceed \$5,000,000 at any time outstanding;

(e) Indebtedness of Holdings or other Loan Parties to Holdings or other Loan Parties;

(f) Indebtedness of Subsidiaries that are not Loan Parties to Holdings or any other Loan Party to the extent permitted pursuant to Section 8.04(d);

(g) Indebtedness incurred pursuant to sales and leaseback transactions permitted under Section 8.14.

Notwithstanding anything to the contrary in this Section 8.05, the Indebtedness of all Subsidiaries that are not Guarantors which is otherwise permitted under this Section 8.05 shall be limited to (i) such Indebtedness outstanding on the Effective Date and set forth on Schedule 8.05 and (ii) any Indebtedness of such Subsidiaries at any time outstanding under Section 8.05(f) or 8.05(d)(ii).

8.06 Transactions with Affiliates. Holdings shall not, and shall not suffer or permit any Subsidiary to, enter into any transaction with any Affiliate of Holdings, except upon fair and reasonable terms no less favorable to Holdings or such Subsidiary than it would obtain in a comparable arm's length transaction with a Person not an Affiliate of Holdings or such Subsidiary.

8.07 Use of Proceeds. Holdings shall not, and shall not suffer or permit any Subsidiary to, use any portion of the Loan proceeds or any Letter of Credit, directly or indirectly, (i) to purchase or carry Margin Stock, (ii) to repay or otherwise refinance indebtedness of Holdings or others incurred to purchase or carry Margin Stock, (iii) to extend credit for the purpose of purchasing or carrying any Margin Stock, except, in each case, for the purchase, redemption or other acquisition of shares of common stock of Holdings permitted under Section 8.11 in a manner that would not result in the contravention of Regulation T, U or X of the FRB, or (iv) for any use not permitted under Section 7.12.

8.08 Contingent Obligations. Holdings shall not, and shall not suffer or permit any Subsidiary to, create, incur, assume or suffer to exist any Contingent Obligations, except:

(a) endorsements for collection or deposit in the Ordinary Course of Business;

(b) Contingent Obligations in respect of Swap Contracts permitted under Section 8.04(f);

(c) Contingent Obligations of Holdings in respect of Indebtedness of any other Loan Party, or Contingent Obligations of any Loan Party in respect of Indebtedness of another Loan Party or of Holdings, in each case to the extent such Indebtedness is permitted hereunder;

(d) Contingent Obligations of any Subsidiary that is not a Loan Party in respect of Indebtedness of any other Subsidiary that is not a Loan Party, to the extent such Indebtedness is permitted hereunder;

(e) Contingent Obligations of Holdings and its Subsidiaries existing or deemed to exist as of the Effective Date;

(f) Contingent Obligations with respect to Surety Instruments incurred in the Ordinary Course of Business and not exceeding at any time \$75,000,000 in aggregate principal amount in respect of Holdings and its Subsidiaries together;

(g) Contingent Obligations of Holdings with respect to Stock Price Guaranties existing on the Effective Date set forth on Schedule 8.08(g);

(h) Contingent Obligations of Holdings and its Subsidiaries in respect of any Put Obligations existing on the Effective Date set forth on Schedule 8.04(e)(ii);

(i) Contingent Obligations consisting of normal and customary indemnities issued in the Ordinary Course of Business (including, without limitation, under professional services agreements, construction and materials supply agreements, intellectual property agreements or employment and consulting agreements) or consisting of normal and customary indemnities pursuant to the issuance and sale of securities;

(j) Contingent Obligations in respect of Operating Leases, to the extent such Operating Leases are permitted to be entered into hereby; and

(k) Contingent Obligations consisting of customary indemnification and purchase price adjustment obligations incurred in connection with asset dispositions permitted under Section 8.02.

8.09 Subsidiaries. Holdings shall not, and shall not suffer or permit any Subsidiary to, incorporate, create or acquire any Subsidiary which is not a U.S. Subsidiary.

8.10 Lease Obligations. Holdings shall not, and shall not suffer or permit any Subsidiary to, create or suffer to exist any obligations for the payment of rent for any property under any Operating Lease which exceed an aggregate amount of \$35,000,000 for all Operating Leases in any fiscal year; except for such payment obligations under any Operating Lease that has been rejected in the Bankruptcy Cases.

8.11 Restricted Payments. Holdings shall not, and shall not suffer or permit any Subsidiary to, declare or make any dividend payment or other distribution of assets, properties, cash, rights, obligations or securities on account of any shares of any class of its capital stock or other equity interests (other than dividends or other distributions by a Subsidiary to Holdings or to a Subsidiary that is a Loan Party), or purchase, redeem or otherwise acquire for value any shares of its capital stock or other equity interests or any warrants, rights or options to acquire such shares or other equity interests, now or hereafter outstanding.

8.12 ERISA. Holdings shall not, and shall not suffer or permit any of its ERISA Affiliates to: (a) engage in a prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan which has resulted or could reasonably be expected to result in liability of Holdings in an aggregate amount in excess of \$5,000,000; or (b) engage in a transaction that could be subject to section 4069 or 4212(c) of ERISA and that would reasonably be expected to have a Material Adverse Effect.

8.13 Sales and Leasebacks. Except on terms reasonably acceptable to the Administrative Agent and the Majority Lenders, Holdings shall not, and shall not permit any of its Subsidiaries to, become liable, directly or indirectly, with respect to any lease, whether an Operating Lease or a Capital Lease, of any property (whether real, personal or mixed), whether now owned or hereafter acquired, (i) which Holdings or such Subsidiary has sold or transferred or is to sell or transfer to any other Person or (ii) which Holdings or such Subsidiary intends to use for substantially the same purposes as any other property which has been or is to be sold or transferred by Holdings or such Subsidiary to any other Person in connection with such lease.

8.14 Change in Business. Holdings shall not, and shall not suffer or permit any Subsidiary to, engage in any material line of business substantially different from those lines of business carried on by Holdings and its Subsidiaries on the date hereof and lines of business ancillary thereto.

8.15 Accounting Changes. Holdings shall not, and shall not suffer or permit any Subsidiary to, make any significant change in accounting treatment or reporting practices, except as permitted by GAAP, or change the fiscal year of Holdings or of any Subsidiary, except to change the fiscal year of a Subsidiary to conform its fiscal year to that of Holdings.

8.16 Financial Covenants.

(a) Holdings shall not permit its EBITDAR From Continuing Operations as at the end of any fiscal quarter to be less than the following amounts for the respective periods set forth below:

<u>Measurement Period</u>	<u>Minimum EBITDAR From Continuing Operations</u>
Three months ending September 30, 2009	(\$5,000,000)
Six months ending December 31, 2009	(\$10,000,000)

8.17 No Restrictions on Subsidiary Dividends. Holdings shall not, and shall not suffer or permit any Subsidiary to, enter into or be bound by any Contractual Obligation which restricts, limits or prohibits the payment of dividends by any Subsidiary or the making of any other distribution in respect of such Subsidiary's capital stock or other equity interests, except for the following:

(a) agreements of Subsidiaries that are not Loan Parties in respect of Indebtedness that is permitted to be incurred by Subsidiaries that are not Loan Parties pursuant to Section 8.05 hereof;

(b) agreements for the sale of a Subsidiary or assets, provided that (i) any such restriction, limitation or prohibition on the payment of dividends or other distributions applies only to the Subsidiary to be sold or to the Subsidiary that owns the assets to be sold, in each case, while such sale is pending and (ii) such sale is permitted under Section 8.02;

(c) shareholder agreements, charter or other formation or joint venture documents in respect of Subsidiaries that are not Loan Parties; and

(d) agreements in respect of Indebtedness permitted under Section 8.05 of any Subsidiary acquired after the Effective Date that was incurred by such Subsidiary prior to the date on which such Subsidiary was acquired (other than Indebtedness incurred as consideration for, in contemplation of, or to provide all or any portion of the funds or credit support utilized to consummate the transaction or series of related transactions pursuant to which such Subsidiary becomes a Subsidiary or was otherwise acquired).

8.18 Capital Expenditures. Holdings shall not, and shall not permit any of its Subsidiaries to, make any Capital Expenditures in excess of, on a consolidated basis, in any fiscal year the following amounts for the respective periods set forth below:

<u>Period</u>	<u>CapEx Limit</u>
Fiscal 2009	\$3,200,000
Fiscal 2010	\$5,000,000 (not to exceed \$1,250,000 per fiscal quarter)

8.19 No Opt-In to Article 8 of the UCC. Holdings shall not suffer or permit any Subsidiary which is either a limited partnership or limited liability company to amend its limited partnership agreement or limited liability company operating agreement, as the case may be, to certificate any of its limited partnership interests or membership interests, as the case may be, or opt into Article 8 of the UCC, without the prior written consent of the Administrative Agent.

8.20 Chapter 11 Claims. Holdings shall not incur, create, assume or permit to exist any administrative expense, unsecured claim, or other superpriority claim or Lien that is *pari passu* with or senior to the claims of the Administrative Agent and the Lenders against the Loan Parties hereunder, or apply to the Bankruptcy Court for authority to do so, except for the Carve-Out and Permitted Liens under Sections 8.01(a)(ix), (x) and (xi).

8.21 The Orders. Holdings shall not make or permit to be made any change, amendment or modification, or any application or motion for any change, amendment or modification, to the Financing Orders or any First Day Orders without the prior written consent

of the Administrative Agent and the Majority Lenders, except for any change, amendment or modification that would not adversely affect the Lenders (as reasonably determined by the Administrative Agent and the Majority Lenders).

ARTICLE IX.

EVENTS OF DEFAULT

9.01 Event of Default. Any of the following shall constitute an "Event of Default":

(a) Non Payment. Holdings fails to make, (i) when and as required to be made herein, payments of any amount of principal of any Loan or of any L/C Obligation or (ii) within three (3) Business Days after the same becomes due, payment of any interest, fee or any other amount payable hereunder or under any other Loan Document; or

(b) Representation or Warranty. Any representation or warranty by any Loan Party made or deemed made herein, in any other Loan Document, or which is contained in any certificate, document or financial or other statement by any Loan Party, or any Responsible Officer, furnished at any time under this Agreement, or in or under any other Loan Document, is incorrect in any material respect on or as of the date made or deemed made; or

(c) Specific Defaults. Holdings or the Company or any other Loan Party fails to perform or observe any term, covenant or agreement contained in any of Sections 7.01(a) or 7.01(b), Sections 7.02(a) or 7.02(g) or 7.02(h), Section 7.03(a), Section 7.04(a)(i) or Section 7.12 or in Article VIII; or

(d) Other Defaults. Any Loan Party fails to perform or observe any other term or covenant contained in this Agreement or any other Loan Document, and such default shall continue unremedied for a period of twenty (20) days after the earlier of (i) the date upon which a Responsible Officer of Holdings or the Company obtained actual knowledge of such failure and (ii) the date upon which written notice thereof is given to Holdings by the Administrative Agent or any Lender; or

(e) Cross Default. (i) Unless otherwise excused or prohibited by the Bankruptcy Code or provided for in an order entered by the Bankruptcy Court (i) Holdings or any Subsidiary (A) fails to make any payment in respect of any Indebtedness or Contingent Obligation (other than the Obligations and other than in respect of Swap Contracts), in either case arising after the Petition Date and not in respect of any agreement entered into prior to the Petition Date, having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than \$5,000,000 when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) and such failure continues after the applicable grace or notice period, if any, specified in the relevant document on the date of such failure; or (B) fails to perform or observe any other condition or covenant, or any other event shall occur or condition exist, under any agreement or instrument relating to any such Indebtedness or Contingent Obligation (other than the Obligations), in either case arising after the Petition Date

and not in respect of any agreement entered into prior to the Petition Date, and such failure continues after the applicable grace or notice period, if any, specified in the relevant document on the date of such failure if the effect of such failure, event or condition is to cause, or to permit the holder or holders of such Indebtedness or beneficiary or beneficiaries of such Indebtedness (or a trustee or administrative agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause such Indebtedness to be declared to be due and payable or to be repurchased, prepaid, defeased or redeemed prior to its stated maturity, or such Contingent Obligation to become payable or cash collateral in respect thereof to be demanded; or (ii) there occurs under any Swap Contract (other than any Swap Contract entered into prior to the Petition Date) an Early Termination Date (as defined in such Swap Contract) resulting from (1) any event of default under such Swap Contract as to which Holdings or any Subsidiary is the Defaulting Party (as defined in such Swap Contract) or (2) any Termination Event (as so defined) as to which Holdings or any Subsidiary is an Affected Party (as so defined), and, in either event, the Swap Termination Value owed by Holdings or such Subsidiary as a result thereof is greater than \$5,000,000; or

(f) ERISA. (i) An ERISA Event shall occur with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to result in liability of Holdings under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of \$5,000,000; (ii) the aggregate amount of Unfunded Pension Liability among all Pension Plans at any time exceeds \$5,000,000; or (iii) Holdings or any ERISA Affiliate shall fail to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of \$5,000,000; or

(g) Monetary Judgments. One or more non-interlocutory judgments, non interlocutory orders, decrees or arbitration awards is entered against Holdings or any Subsidiary involving in the aggregate a post-Petition Date liability (to the extent not covered by independent third party insurance as to which the insurer does not dispute coverage) as to any single or related or unrelated series of transactions, incidents or conditions, of \$5,000,000 or more, and the same shall remain unsatisfied, unvacated and unstayed pending appeal for a period of thirty (30) days after the entry thereof; or

(h) Non Monetary Judgments. Any non monetary judgment, order or decree is entered against Holdings or any Subsidiary which does or would reasonably be expected to have a Material Adverse Effect, and there shall be any period of thirty (30) consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(i) Guarantor Defaults. Any Guarantor fails in any material respect to perform or observe any term, covenant or agreement in its Guaranty; or any Guaranty is for any reason partially (including with respect to future advances) or wholly revoked or invalidated, or otherwise ceases to be in full force and effect, or such Guarantor or any other Person contests in any manner the validity or enforceability thereof or denies that it has any further liability or obligation thereunder; or

(j) Subordination. The Indebtedness hereunder is for any reason subordinated or does not have the priority in either case to the extent contemplated by this Agreement or the Financing Orders; or

(k) Bankruptcy Defaults.

(i) (A) The Loan Documents and the Financing Orders shall, for any reason, cease to create a valid Lien on any of the Collateral purported to be covered thereby or such Lien shall cease to be a perfected Lien having the priority provided herein pursuant to Section 364 of the Bankruptcy Code against each Loan Party, or any Loan Party shall so allege in any pleading filed in any court or any material provision of any Loan Document shall, for any reason, cease to be valid and binding on each Loan Party party thereto or any Loan Party shall so state in writing or (B) any Loan Party shall file a complaint or initiate any other action against any of the Lenders or the lenders under the Prepetition Credit Agreement or any entity shall obtain a judgment that materially and adversely affects such Lenders' or lenders' claims or the Collateral, except to the extent expressly allowed in the Interim Financing Order or the Final Financing Order; or

(ii) Any of the Bankruptcy Cases shall be dismissed (or the Bankruptcy Court shall make a ruling requiring the dismissal of the Bankruptcy Cases), suspended or converted to a case under Chapter 7 of the Bankruptcy Code, or any Loan Party shall file any pleading requesting any such relief; or an application shall be filed by any Loan Party for the approval of, or there shall arise, (A) other than the Carve-Out, any other claim having priority senior to or pari passu with the claims of the Administrative Agent and the Lenders under the Loan Documents or any other claim having priority over any or all administrative expenses of the kind specified in clause (b) of Section 503 or clause (b) of Section 507 of the Bankruptcy Code (other than the Carve-Out) or (B) other than the Carve-Out, any Lien on the Collateral having a priority senior to or pari passu with the Liens and security interests granted herein, except as expressly provided herein; or

(iii) The Bankruptcy Court shall enter an order appointing (A) a Chapter 11 trustee in any of the Bankruptcy Cases or (B) a responsible officer or an examiner with powers (I) to operate or manage the financial affairs of any Loan Party or (II) beyond the duty to investigate and report, as set forth in subclauses (3) and (4) of clause (a) of Section 1106 of the Bankruptcy Code, in any of the Bankruptcy Cases; or

(iv) (A) The Interim Financing Order shall (I) not have been entered by the Bankruptcy Court within five (5) Business Days after the Petition Date or (II) once issued, cease to be in full force and effect and the Final Financing Order shall not have been entered prior to such cessation, (B) the Final Financing Order shall not have been entered by the Bankruptcy Court on or before the 45th day following the Effective Date, (C) from and after the date of entry thereof, the Final Financing Order shall cease to be in full force and effect, (D) any Loan Party shall fail to comply with the terms of the Interim Financing Order or the Final Financing Order in any material respect or (E) the Interim Financing Order or the Final Financing Order shall be amended, supplemented, stayed, reversed, vacated or otherwise modified (or any of the Loan Parties shall apply for authority to do so) without the written consent of the Administrative Agent; or

(v) Any Loan Party shall (A) pay any prepetition claim in whole or in part other than a Permitted Prepetition Claim Payment, absent consent of the Administrative Agent and the Majority Lenders or (B) file a motion seeking, or the Bankruptcy Court shall enter, an order, other than an order involving or related to the Plan of Reorganization, granting (i) a First Day Order not approved by the Administrative Agent, such approval not to be unreasonably withheld (except in the case of the Interim Financing Order), (ii) relief from the automatic stay applicable under Section 362 of the Bankruptcy Code to any holder of any security interest to permit foreclosure on any assets having a book value in excess of \$1,000,000 in the aggregate or (iii) except to the extent the same would not constitute an Event of Default under any of the previous clauses, approval of settlements or other stipulations with any creditors of any Loan Party, other than the Administrative Agent and the Lenders, that provide for the payment, as Adequate Protection with respect to the prepetition claims of such creditors, to such creditors, individually or in the aggregate for any and all such creditors, of more than \$1,000,000, without the written consent of the Administrative Agent; or

(vi) Holdings or any Guarantor shall file a plan of reorganization that is not the Plan of Reorganization; or

(vii) claims arising under Section 506(c) of the Bankruptcy Code shall be asserted against the Lenders or other actions adverse to the Lenders or their respective rights and remedies hereunder or under any other Loan Document or any Bankruptcy Court order shall be commenced; or

(viii) the period of exclusivity in the Bankruptcy Cases terminates or exclusivity is otherwise lifted in the Bankruptcy Cases; or

(ix) Holdings and the Guarantors shall consummate a sale of all or substantially all of their respective assets that does not provide for payment in full in cash of all outstanding Loans and other non-contingent obligations hereunder and the replacement, cancellation or cash collateralization of all Letters of Credit.

9.02 Remedies. At any time after the occurrence and during the continuance of any Event of Default, without further order of, application to or action by the Bankruptcy Court:

(a) the Administrative Agent may or shall, upon instructions from the Majority Lenders, by written notice to Holdings (i) terminate the Revolving Commitments, any obligation of the L/C Issuer to make L/C Credit Extensions and the obligations of the Lenders to make Loans, (ii) require that Holdings Cash Collateralize the L/C Obligations in an amount equal to the then Effective Amount of the L/C Obligations; and/or (iii) declare all or a portion of the outstanding Obligations owed to the Lenders and payable by Holdings to be immediately due and payable without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived, anything contained herein or in the Notes to the contrary notwithstanding; and

(b) in addition, subject solely to any requirement of the giving of notice by the terms of the Interim Financing Order or the Final Financing Order, the automatic stay provided in Section 362 of the Bankruptcy Code shall be deemed automatically vacated

without further action or order of the Bankruptcy Court, and the Administrative Agent and the Lenders, upon three (3) Business Days' written notice to Holdings, the U.S. Trustee and any statutory committee appointed in the Bankruptcy Cases, shall be entitled to exercise all of their respective rights and remedies under the Loan Documents, including all rights and remedies with respect to the Collateral and the Guarantors.

In addition to the foregoing remedies, upon the occurrence or existence of any Event of Default, upon three (3) Business Days' written notice to Holdings, the U.S. Trustee and any statutory committee appointed in the Bankruptcy Cases, the Administrative Agent may exercise any other right, power or remedy available to it under any of the Loan Documents or otherwise by law, either by suit in equity or by action at law, or both.

9.03 Application of Funds. After the exercise of remedies provided for in Section 9.02, any amounts received on account of the Obligations shall be applied by the Administrative Agent in the following order:

(a) First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of the legal counsel and the financial advisors to the Administrative Agent and amounts payable under Article IV) payable to the Administrative Agent in its capacity as such;

(b) Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest and fees payable under Section 2.09(b) and Section 3.08(a)) payable to the Lenders and the L/C Issuer (including fees, charges and disbursements of counsel to the respective Lenders and the L/C Issuer and amounts payable under Article IV), ratably among them in proportion to the respective amounts described in this clause (b) payable to them;

(c) Third, to payment of that portion of the Obligations constituting accrued and unpaid fees payable under Section 2.09(b) and Section 3.08(a) and interest on the Loans, L/C Borrowings and other Obligations, ratably among the Lenders and the L/C Issuer in proportion to the respective amounts described in this clause (c) payable to them;

(d) Fourth, (i) to payment of that portion of the Obligations constituting unpaid principal of the Loans and L/C Borrowings, and (ii) to Cash Collateralize that portion of the L/C Obligations comprised of the aggregate undrawn amount of Letters of Credit, ratably among the Lenders and the L/C Issuer in proportion to the respective amounts described in this clause (d) held by them;

(e) Fifth, to payment of all other Obligations, ratably among the Persons owed such Obligations in proportion to the respective amounts described in this clause (e) held by them; and

(f) Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to Holdings or as otherwise required by applicable law.

Subject to Section 3.03, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to clause (d) above shall be applied to satisfy drawings under such

Letters of Credit as they occur. If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

ARTICLE X.

THE ADMINISTRATIVE AGENT

10.01 Appointment and Authority. Each of the Lenders and the L/C Issuer hereby irrevocably appoints Wells Fargo to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Administrative Agent, the Lenders and the L/C Issuer, and neither Holdings nor any other Loan Party shall have rights as a third party beneficiary of any of such provisions.

10.02 Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with Holdings or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

10.03 Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent:

(a) shall not be subject to any fiduciary or other implied duties, regardless of whether a 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 other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Majority Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law; and

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to Holdings or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Majority Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Sections 11.01 and 9.02 or (ii) in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until notice describing such Default is given to the Administrative Agent by Holdings, a Lender or the L/C Issuer.

The Administrative Agent 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 other Loan 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, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article V or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

10.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the L/C Issuer, the Administrative Agent may presume that such condition is satisfactory to such Lender or the L/C Issuer unless the Administrative Agent shall have received notice to the contrary from such Lender or the L/C Issuer prior to the making of such Loan or the issuance of such Letter of Credit. The Administrative Agent may consult with legal counsel (who may be counsel for Holdings), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

10.05 Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub agents appointed by the Administrative Agent. The Administrative Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub agent and to the Related Parties of the Administrative Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

10.06 Resignation of Administrative Agent. The Administrative Agent may at any time give notice of its resignation to the Lenders, the L/C Issuer and Holdings. Upon receipt

of any such notice of resignation, the Majority Lenders shall have the right, in consultation with Holdings (except during the continuance of an Event of Default, in which case no consultation with Holdings shall be required), to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Majority Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders and the L/C Issuer, appoint a successor Administrative Agent meeting the qualifications set forth above; provided that if the Administrative Agent shall notify Holdings and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by the Administrative Agent on behalf of the Lenders or the L/C Issuer under any of the Loan Documents, the retiring Administrative Agent shall continue to hold such collateral security until such time as a successor Administrative Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender and the L/C Issuer directly, until such time as the Majority Lenders appoint a successor Administrative Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by Holdings to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between Holdings and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 11.04 shall continue in effect for the benefit of such retiring Administrative Agent, its sub agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

Any resignation by Wells Fargo as Administrative Agent pursuant to this Section shall also constitute its resignation as L/C Issuer. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer, (b) the retiring L/C Issuer shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (c) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the retiring L/C Issuer to effectively assume the obligations of the retiring L/C Issuer with respect to such Letters of Credit.

10.07 Non-Reliance on Administrative Agent and Other Lenders. Each Lender and the L/C Issuer acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and the L/C Issuer also acknowledges that it

will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

10.08 Collateral Matters.

(a) The Administrative Agent is authorized on behalf of all the Lenders, without the necessity of any notice to or further consent from the Lenders, from time to time to take any action with respect to any Collateral or the Collateral Documents which may be necessary to perfect and maintain perfected the security interest in and Liens upon the Collateral granted pursuant to the Collateral Documents.

(b) The Lenders irrevocably authorize the Administrative Agent, at its option and in its discretion, to release any Lien granted to or held by the Administrative Agent upon any Collateral (i) upon termination of the Revolving Commitments and payment in full of all Loans and all other Obligations known to the Administrative Agent and payable under this Agreement or any other Loan Document; (ii) constituting property sold or to be sold or disposed of as part of or in connection with any disposition permitted hereunder; (iii) constituting property in which Holdings or any Subsidiary owned no interest at the time the Lien was granted or at any time thereafter; (iv) constituting property leased to Holdings or any Subsidiary in a transaction permitted under this Agreement; (v) consisting of an instrument evidencing Indebtedness or other debt instrument, if the indebtedness evidenced thereby has been paid in full; (vi) if approved, authorized or ratified in writing by the Majority Lenders or all the Lenders, as the case may be, as provided in Section 11.01. Upon request by the Administrative Agent at any time, the Lenders will confirm in writing the Administrative Agent's authority to release particular types or items of Collateral pursuant to this Section 10.08(b), provided that the absence of any such confirmation for whatever reason shall not affect the Administrative Agent's rights under this Section 10.08.

(c) Each Lender agrees with and in favor of each other (which agreement shall not be for the benefit of Holdings or any Subsidiary) that the Obligations to such Lender under this Agreement and the other Loan Documents shall not be secured by any real property collateral now or hereafter acquired by such Lender other than the Mortgaged Properties described in the Mortgages.

10.09 Administrative Agent May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on Holdings) shall be entitled and empowered, by intervention in such proceeding or otherwise

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that

are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders, the L/C Issuer and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders, the L/C Issuer and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders, the L/C Issuer and the Administrative Agent under Sections 2.09, 3.08 and 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender and the L/C Issuer to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the L/C Issuer, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents, financial advisors and counsel, and any other amounts due the Administrative Agent under Sections 2.09 and 11.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or the L/C Issuer any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

ARTICLE XI.

MISCELLANEOUS

11.01 Amendments and Waivers.

(a) Except as otherwise provided herein or in any other Loan Document, (i) no amendment to any provision of this Agreement or any of the other Loan Documents shall in any event be effective unless the same shall be in writing and signed by Holdings (or other Loan Party thereto, as applicable), the Administrative Agent and the Majority Lenders (or the Administrative Agent with the written consent of the Majority Lenders); and (ii) no waiver of any provision of this Agreement or any other Loan Document, or consent to any departure by Holdings or other party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Administrative Agent and the Majority Lenders (or the Administrative Agent with the consent of the Majority Lenders). Any such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no amendment, waiver or consent shall do any of the following:

(i) increase the amount, or extend the stated expiration or termination date, of the Revolving Commitment of any Lender without the consent of such Lender;

(ii) reduce or forgive the principal of, or interest or rate of interest on, the Revolving Loans of any Lender or any fee or other amount payable to any Lender

hereunder without the consent of such Lender; provided, however, that only the consent of the Majority Lenders shall be necessary to change the manner of computation of any financial covenant or related definition used in determining the Applicable Margin or Applicable Fee Amount that would result in a reduction of any interest rate on any Revolving Loan or in a reduction of any Commitment Fees or Letter of Credit fees, or to amend the default rate of interest as determined under Section 2.08(c) or to waive any obligation of Holdings to pay interest at the default rate of interest;

(iii) postpone any date fixed for any payment in respect of principal of, or interest on, the Revolving Loans of any Lender or any fee or other amount payable to any Lender hereunder without the consent of such Lender;

and provided further, however, that, unless in writing and signed by all of the Lenders (or by the Administrative Agent with the written consent of all the Lenders), no amendment, waiver or consent shall do any of the following:

(iv) change the definition of "Majority Lenders" or any definition or provision of this Agreement requiring the approval of Majority Lenders or some other specified amount of Lenders;

(v) consent to the assignment or transfer by Holdings or any other Loan Party of any of its rights and obligations under the Loan Documents;

(vi) release any Guarantor or any material portion of the Collateral except as contemplated herein, in the Guaranty or in the Collateral Documents;

(vii) amend, modify or waive the provisions of Section 2.12 or Section 9.03;

(viii) amend, modify or waive the provisions of this Section 11.01(a);

provided, further, that (1) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent in addition to the Lenders required hereinabove to take such action, affect the rights, obligations or duties of the Administrative Agent under any Loan Document, (2) no amendment, waiver or consent shall, unless in writing and signed by the L/C Issuer in addition to the Lenders required hereinabove to take such action, affect the rights, obligations or duties of the L/C Issuer under any Loan Document, (3) the Agency Fee Letter may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto and (4) Section 11.06(h) may not be amended, waived or otherwise modified without the consent of each Granting Lender all or any part of whose Loans are being funded by an SPC at the time of such amendment, waiver or other modification. Notwithstanding anything to the contrary herein, a Defaulting Lender shall not have any right to approve or disapprove any amendment, waiver or consent hereunder, except that the Revolving Commitment of such Lender may not be increased without its consent, nor may any amendment, waiver or consent reduce or forgive the principal of, or accrued and unpaid interest on, the outstanding Loans of such Lender or any accrued fee or other accrued amount payable to such Lender without its consent.

(b) In connection with any such proposed amendment, waiver or consent requiring the consent of all Lenders (such proposed amendment, waiver or consent, a "Proposed Change"), if the consent of the Majority Lenders is obtained, but the consent of other Lenders whose consent is required is not obtained (any such Lender whose consent is not obtained as described in this Section 11.01 being referred to as a "Non-Consenting Lender"), then, so long as the Lender that is acting as the Administrative Agent is not a Non-Consenting Lender, Holdings may replace such Non-Consenting Lender in accordance with Section 11.11.

No failure or delay by the Administrative Agent or any Lender in exercising any right under this Agreement or any other Loan Document shall operate as a waiver thereof or of any other right hereunder or thereunder nor shall any single or partial exercise of any such right preclude any other further exercise thereof or of any other right hereunder or thereunder. Unless otherwise specified in such waiver or consent, a waiver or consent given hereunder shall be effective only in the specific instance and for the specific purpose for which given. The Lenders may condition the giving or making of any amendment, waiver or consent of any term, covenant, agreement or condition of this Agreement or any other Loan Document on payment of a fee by Holdings.

11.02 Notices; Effectiveness; Electronic Communication.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to Holdings, the Administrative Agent or the L/C Issuer, to the address, telecopier number, electronic mail address or telephone number specified for such Person on Schedule 11.02; and

(ii) if to any other Lender, to the address, telecopier number, electronic mail address or telephone number specified in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in subsection (b) below, shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the L/C Issuer hereunder may be delivered or furnished by electronic communication (including e mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender or the L/C Issuer pursuant to Article II or Article III if such Lender or the L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving notices

under such Article by electronic communication. The Administrative Agent or Holdings may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Change of Address, Etc. Each of Holdings, the Administrative Agent and the L/C Issuer may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to Holdings, the Administrative Agent and the L/C Issuer.

(d) Reliance by Administrative Agent, L/C Issuer and Lenders. The Administrative Agent, the L/C Issuer and the Lenders shall be entitled to rely and act upon any notices (including telephonic Notices of Borrowing) purportedly given by or on behalf of Holdings even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. Holdings shall indemnify the Administrative Agent, the L/C Issuer, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of Holdings. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

11.03 No Waiver; Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights provided for in this Agreement and the other Loan Documents are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law or in equity, or under any other instrument, document or agreement now existing or hereafter arising.

11.04 Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. Holdings shall pay (i) all reasonable out of pocket expenses incurred by the Administrative Agent and its Affiliates (including the

reasonable fees, charges and disbursements of counsel for the Administrative Agent), in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement, the other Loan Documents, the Financing Orders, the First Day Orders, the Bankruptcy Plan and any other documentation in connection with the Bankruptcy Cases or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out of pocket expenses incurred by the L/C Issuer in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all out of pocket expenses incurred by the Administrative Agent, any Lender or the L/C Issuer (including the fees, charges and disbursements of any counsel for the Administrative Agent, any Lender or the L/C Issuer), and shall pay all fees and time charges for attorneys who may be employees of the Administrative Agent, any Lender or the L/C Issuer, in connection with the enforcement of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section, or (B) in connection with the Loans made or Letters of Credit issued hereunder.

(b) Indemnification by Holdings. Holdings shall indemnify the Administrative Agent (and any sub-agent thereof), each Lender and the L/C Issuer, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnatee") against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnatee), and shall indemnify and hold harmless each Indemnatee from all fees and time charges and disbursements for attorneys who may be employees of any Indemnatee, incurred by any Indemnatee or asserted against any Indemnatee by any third party or by Holdings or any other Loan Party arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder, the consummation of the transactions contemplated hereby or thereby, or, in the case of the Administrative Agent (and any sub-agent thereof) and its Related Parties only, the administration of this Agreement and the other Loan Documents, (ii) any Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the L/C Issuer to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by Holdings or any of its Subsidiaries, or any Environmental Claims related in any way to Holdings or any of its Subsidiaries, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by Holdings or any other Loan Party, and regardless of whether any Indemnatee is a party thereto; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnatee or (y) result from a claim brought by Holdings or any other Loan Party against an Indemnatee for breach in bad faith of such Indemnatee's obligations hereunder or under any other Loan Document, if Holdings or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

(c) Reimbursement by Lenders. To the extent that Holdings for any reason fails to indefeasibly pay any amount required under subsection (a) or (b) of this Section to be paid by it to the Administrative Agent (or any sub-agent thereof), the L/C Issuer or any Related Party of any of the foregoing, each Lender severally agrees to pay to the Administrative Agent (or any such sub-agent), the L/C Issuer or such Related Party, as the case may be, such Lender's Proportionate Share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against the Administrative Agent (or any such sub-agent) or the L/C Issuer in its capacity as such, or against any Related Party of any of the foregoing acting for the Administrative Agent (or any such sub-agent) or L/C Issuer in connection with such capacity. The obligations of the Lenders under this subsection (c) are subject to the provisions of Section 2.11(d).

(d) Waiver of Consequential Damages, Etc. To the fullest extent permitted by applicable law, Holdings shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(e) Payments. All amounts due under this Section shall be payable not later than ten Business Days after demand therefor.

(f) Survival. The agreements in this Section shall survive the resignation of the Administrative Agent and the L/C Issuer, the replacement of any Lender, the termination of the Aggregate Revolving Commitment and the repayment, satisfaction or discharge of all the other Obligations.

11.05 Marshalling; Payments Set Aside. Neither the Administrative Agent nor the Lenders shall be under any obligation to marshal any assets in favor of Holdings or any other Person or against or in payment of any or all of the Obligations. To the extent that any Loan Party makes a payment to the Administrative Agent or the Lenders, or the Administrative Agent or the Lenders exercise their right of set-off, and such payment or the proceeds of such set-off or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any Insolvency Proceeding or otherwise, then (a) to the extent of such recovery the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such set-off had not occurred, and (b) each Lender severally agrees to pay to the Administrative Agent upon demand its Proportionate Share of any amount so recovered from or repaid by the Administrative Agent.

11.06 Successors and Assigns.

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither Holdings nor any other Loan Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender, and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of subsection (b) of this Section, (ii) by way of participation in accordance with the provisions of subsection (d) of this Section, (iii) by way of pledge or assignment of a security interest subject to the restrictions of subsection (f) of this Section, or (iv) to an SPC in accordance with the provisions of subsection (h) of this Section (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in subsection (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of each of the Administrative Agent, the L/C Issuer and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Revolving Commitment and the Loans (including for purposes of this subsection (b), participations in L/C Obligations) at the time owing to it); provided that:

(i) except in the case of an assignment of the entire remaining amount of the assigning Lender's Revolving Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Revolving Commitment (which for this purpose includes Loans outstanding thereunder) or, if the Revolving Commitment is not then in effect, the principal outstanding balance of the Loans of the assigning Lender subject to each such assignment, determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date, shall not be less than \$5,000,000, in the case of any assignment in respect of the Revolving Commitments, unless each of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, Holdings otherwise consents (each such consent not to be unreasonably withheld or delayed); provided, however, that concurrent assignments to members of an Assignee Group and concurrent assignments from members of an Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group) will be treated as a single assignment for purposes of determining whether such minimum amount has been met;

(ii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loans or the Revolving Commitment assigned;

(iii) any assignment of a Revolving Commitment must be approved by the Administrative Agent and the L/C Issuer unless the Person that is the proposed

assignee is itself a Lender (whether or not the proposed assignee would otherwise qualify as an Eligible Assignee) (each such approval not to be unreasonably withheld or delayed); and

(iv) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee in the amount, if any, required as set forth in Schedule 11.06, and the Eligible Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire.

Subject to acceptance and recording thereof by the Administrative Agent pursuant to subsection (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 4.01, 4.03, 4.04, and 11.04. Upon request, Holdings (at its expense) shall execute and deliver a Note to the assignee Lender. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this subsection shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with subsection (d) of this Section.

(c) Register. The Administrative Agent, acting solely for this purpose as an agent of Holdings, shall maintain at the Administrative Agent's Payment Office a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Revolving Commitments of, and principal amounts of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and Holdings, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by each of Holdings, the L/C Issuer and J.P. Morgan Securities, Inc. at any reasonable time and from time to time upon reasonable prior notice. In addition, at any time that a request for a consent, waiver or amendment to the Loan Documents is pending, any Lender may request and receive from the Administrative Agent a copy of the Register.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, Holdings or the Administrative Agent, sell participations to any Person (other than a natural person or Holdings or any of Holdings's Affiliates or Subsidiaries) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Revolving Commitment and/or the Loans (including such Lender's participations in L/C Obligations) owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) Holdings, the Administrative Agent, the Lenders and the L/C Issuer shall continue to deal solely and

directly with such Lender in connection with such Lender's rights and obligations under this Agreement.

Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the provisos to Section 11.01(a) that affects such Participant. Subject to subsection (e) of this Section, Holdings agrees that each Participant shall be entitled to the benefits of Sections 4.01, 4.03 and 4.04 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to subsection (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.08 as though it were a Lender, provided such Participant agrees to be subject to Section 2.12 as though it were a Lender.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 4.01 or 4.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with Holdings's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 4.01 unless Holdings is notified of the participation sold to such Participant and such Participant agrees, for the benefit of Holdings, to comply with Section 4.01(e) as though it were a Lender.

(f) Certain Pledges. Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement (including under its Note, if any) to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(g) Electronic Execution of Assignments. The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(h) Special Purpose Funding Vehicles. Notwithstanding anything to the contrary contained herein, any Lender (a "Granting Lender") may grant to a special purpose funding vehicle identified as such in writing from time to time by the Granting Lender to the Administrative Agent and Holdings (an "SPC") the option to provide all or any part of any Loan that such Granting Lender would otherwise be obligated to make pursuant to this Agreement; provided that (i) nothing herein shall constitute a commitment by any SPC to fund any Loan, and (ii) if an SPC elects not to exercise such option or otherwise fails to make all or any part of such

Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof or, if it fails to do so, to make such payment to the Administrative Agent as is required under Section 2.11. Each party hereto hereby agrees that (i) neither the grant to any SPC nor the exercise by any SPC of such option shall increase the costs or expenses or otherwise increase or change the obligations of Holdings under this Agreement (including its obligations under Section 4.03), (ii) no SPC shall be liable for any indemnity or similar payment obligation under this Agreement for which a Lender would be liable, and (iii) the Granting Lender shall for all purposes, including the approval of any amendment, waiver or other modification of any provision of any Loan Document, remain the lender of record hereunder. The making of a Loan by an SPC hereunder shall utilize the Revolving Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, prior to the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior debt of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency, or liquidation proceeding under the laws of the United States or any State thereof. Notwithstanding anything to the contrary contained herein, any SPC may (i) with notice to, but without prior consent of Holdings and the Administrative Agent and with the payment of a processing fee in the amount of \$2,500, assign all or any portion of its right to receive payment with respect to any Loan to the Granting Lender and (ii) disclose on a confidential basis any non-public information relating to its funding of Loans to any rating agency, commercial paper dealer or provider of any surety or guarantee or credit or liquidity enhancement to such SPC.

(i) Resignation as L/C Issuer after Assignment. Notwithstanding anything to the contrary contained herein, if at any time Wells Fargo assigns all of its Revolving Commitment and Loans pursuant to subsection (b) above, Wells Fargo may, upon 30 days' notice to Holdings and the Lenders, resign as L/C Issuer. In the event of any such resignation as L/C Issuer, Holdings shall be entitled to appoint from among the Lenders a successor L/C Issuer hereunder; provided, however, that no failure by Holdings to appoint any such successor shall affect the resignation of Wells Fargo as L/C Issuer, as the case may be. If Wells Fargo resigns as L/C Issuer, it shall retain all the rights, powers, privileges and duties of the L/C Issuer hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer and all L/C Obligations with respect thereto (including the right to require the Lenders to make Revolving Loans or fund risk participations in unreimbursed drawings, pursuant to Section 3.03). Upon the appointment of a successor L/C Issuer, (a) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring L/C Issuer, and (b) the successor L/C Issuer shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to Wells Fargo to effectively assume the obligations of Wells Fargo with respect to such Letters of Credit.

11.07 Treatment of Certain Information; Confidentiality. Each of the Administrative Agent, the Lenders and the L/C Issuer agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will

be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any pledgee referred to in Section 11.06(f) or (iii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to Holdings and its obligations, (g) with the consent of Holdings or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to the Administrative Agent, any Lender, the L/C Issuer or any of their respective Affiliates on a nonconfidential basis from a source other than Holdings.

For purposes of this Section, "Information" means all information received from Holdings or any Subsidiary relating to Holdings or any Subsidiary or any of their respective businesses, other than any such information that is available to the Administrative Agent, any Lender or the L/C Issuer on a nonconfidential basis prior to disclosure by Holdings or any Subsidiary. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

Holdings acknowledges that (a) the Administrative Agent will make available to the Lenders and the L/C Issuer materials and/or information provided by or on behalf of Holdings hereunder (collectively, "Borrower Materials") by posting the Borrower Materials on IntraLinks or another similar electronic system (the "Platform") and (b) certain of the Lenders may be "public-side" Lenders (*i.e.*, Lenders that do not wish to receive material non-public information with respect to Holdings or its securities) (each, a "Public Lender"). Holdings hereby agrees that (w) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, shall mean that the word "PUBLIC" shall appear prominently on the first page thereof; (x) by marking Borrower Materials "PUBLIC," Holdings shall be deemed to have authorized the Administrative Agent, the L/C Issuer and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to Holdings or its securities for purposes of United States Federal and state securities laws; (y) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated "Public Investor;" and (z) the Administrative Agent shall be entitled to treat any Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not designated "Public Investor."

11.08 Set off. If an Event of Default shall have occurred and be continuing, each Lender, the L/C Issuer and each of their respective Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, upon five (5) Business

Days' written notice to Holdings, the U.S. Trustee and any statutory committee appointed in the Bankruptcy Cases, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender, the L/C Issuer or any such Affiliate to or for the credit or the account of Holdings or any other Loan Party against any and all of the obligations of Holdings or such Loan Party now or hereafter existing under this Agreement or any other Loan Document to such Lender or the L/C Issuer, irrespective of whether or not such Lender or the L/C Issuer shall have made any demand under this Agreement or any other Loan Document and although such obligations of Holdings or such Loan Party may be contingent or unmatured or are owed to a branch or office of such Lender or the L/C Issuer different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each Lender, the L/C Issuer and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such Lender, the L/C Issuer or their respective Affiliates may have. Each Lender and the L/C Issuer agrees to notify Holdings and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

NOTWITHSTANDING THE FOREGOING, NO LENDER SHALL EXERCISE, OR ATTEMPT TO EXERCISE, ANY RIGHT OF SET-OFF, BANKER'S LIEN, OR THE LIKE, AGAINST ANY DEPOSIT ACCOUNT OR PROPERTY OF HOLDINGS OR ANY SUBSIDIARY OF HOLDINGS HELD OR MAINTAINED BY THE LENDER WITHOUT THE PRIOR WRITTEN CONSENT OF THE ADMINISTRATIVE AGENT.

11.09 USA PATRIOT Act Notice. Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies Holdings that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each Loan Party and other information that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the Act.

11.10 (a) Guaranty. Each of the Guarantors unconditionally and irrevocably, jointly and severally, guarantees to the Administrative Agent, the L/C Issuer and the Lenders, and their respective successors, endorsers, transferees and assigns (the "Guaranteed Persons"), the full and prompt payment when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) and performance of all indebtedness, liabilities and other obligations of Holdings to any Guaranteed Person, whether arising out of or in connection with this Agreement, any other Loan Document or otherwise, including all unpaid principal of the Loans, all L/C Obligations, all interest accrued thereon, all fees due under this Agreement and all other amounts payable by Holdings to any Guaranteed Person thereunder or in connection therewith. The terms "indebtedness," "liabilities" and "obligations" are used herein in their most comprehensive sense and include any and all advances, debts, obligations and liabilities, now existing or hereafter arising, whether voluntary or involuntary and whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether recovery upon such indebtedness, liabilities and obligations may be or hereafter

become unenforceable or shall be an allowed or disallowed claim under the Bankruptcy Code or other applicable law. The foregoing indebtedness, liabilities and other obligations of Holdings shall hereinafter be collectively referred to as the "Guaranteed Obligations." The Guaranteed Obligations include interest which, but for an Insolvency Proceeding, would have accrued on such Guaranteed Obligations, whether or not a claim is allowed against Holdings for such interest in any such Insolvency Proceeding.

(b) Separate Obligation. Each Guarantor acknowledges and agrees (i) that the Guaranteed Obligations are separate and distinct from any indebtedness, obligations or liabilities arising under or in connection with any other agreement, instrument or guaranty, including under any provision of this Agreement other than this Section 11.10, executed at any time by such Guarantor in favor of any Guaranteed Person, and (ii) such Guarantor shall pay and perform all of the Guaranteed Obligations as required under this Section 11.10, and each Guaranteed Person may enforce any and all of its rights and remedies hereunder, without regard to any other agreement, instrument or guaranty, including any provision of this Agreement other than this Section 11.10, at any time executed by such Guarantor in favor of any Guaranteed Person, regardless of whether or not any such other agreement, instrument or guaranty, or any provision thereof or hereof, shall for any reason become unenforceable or any of the indebtedness, obligations or liabilities thereunder or hereunder shall have been discharged, whether by performance, avoidance or otherwise. Each Guarantor acknowledges that in providing benefits to Holdings and such Guarantor, the Guaranteed Persons are relying upon the enforceability of this Section 11.10 and the Guaranteed Obligations as separate and distinct indebtedness, obligations and liabilities of such Guarantor, and each Guarantor agrees that each Guaranteed Person would be denied the full benefit of their bargain if at any time this Section 11.10 or the Guaranteed Obligations were treated any differently. The fact that the Guaranty of each Guarantor is set forth in this Agreement rather than in a separate guaranty document is for the convenience of Holdings and the Guarantors and shall in no way impair or adversely affect the rights or benefits of any Guaranteed Person under this Section 11.10. Each Guarantor agrees to execute and deliver a separate agreement, immediately upon request at any time of any Guaranteed Person, evidencing such Guarantor's obligations under this Section 11.10. Upon the occurrence of any Event of Default, a separate action or actions may be brought against each Guarantor, whether or not Holdings or any other Guarantor or Person is joined therein or a separate action or actions are brought against Holdings or any other Guarantor or Person.

(c) Limitation of Guaranty. To the extent that any court of competent jurisdiction shall impose by final judgment under applicable law (including the California Uniform Fraudulent Transfer Act and §§544 and 548 of the Bankruptcy Code) any limitations on the amount of any Guarantor's liability with respect to the Guaranteed Obligations which any Guaranteed Person can enforce under this Section 11.10, each Guaranteed Person by its acceptance hereof accepts such limitation on the amount of such Guarantor's liability hereunder to the extent needed to make this Section 11.10 fully enforceable and nonavoidable.

(d) Liability of Guarantor. The liability of each Guarantor under this Section 11.10 shall be irrevocable, absolute, independent and unconditional, and shall not be affected by any circumstance which might constitute a discharge of a surety or guarantor other than the infeasible payment and performance in full of all Guaranteed Obligations. In

furtherance of the foregoing and without limiting the generality thereof, each Guarantor agrees as follows:

(i) such Guarantor's liability hereunder shall be the immediate, direct, and primary obligation of such Guarantor and shall not be contingent upon any Guaranteed Person's exercise or enforcement of any remedy it may have against Holdings or any other Person, or against any collateral or other security for any Guaranteed Obligations;

(ii) this Guaranty is a guaranty of payment when due and not merely of collectibility;

(iii) such Guarantor's payment of a portion, but not all, of the Guaranteed Obligations shall in no way limit, affect, modify or abridge such Guarantor's liability for any portion of the Guaranteed Obligations remaining unsatisfied; and

(iv) such Guarantor's liability with respect to the Guaranteed Obligations shall remain in full force and effect without regard to, and shall not be impaired or affected by, nor shall such Guarantor be exonerated or discharged by, any of the following events:

(A) any Insolvency Proceeding;

(B) any limitation, discharge, or cessation of the liability of Holdings or any other guarantor or Person for any Guaranteed Obligations due to any statute, regulation or rule of law, or any invalidity or unenforceability in whole or in part of any of the Guaranteed Obligations or the Loan Documents;

(C) any merger, acquisition, consolidation or change in structure of Holdings or any other Guarantor or Person, or any sale, lease, transfer or other disposition of any or all of the assets or shares of Holdings or any other Guarantor or other Person;

(D) any assignment or other transfer, in whole or in part, of any Guaranteed Person's interests in and rights under this Guaranty or the other Loan Documents;

(E) any claim, defense, counterclaim or set-off, other than that of prior performance, that Holdings, such Guarantor, any other guarantor or other Person may have or assert, including any defense of incapacity or lack of corporate or other authority to execute any of the Loan Documents;

(F) any Guaranteed Person's amendment, modification, renewal, extension, cancellation or surrender of any Loan Document or any Guaranteed Obligations;

(G) any Guaranteed Person's exercise or nonexercise of any power, right or remedy with respect to any Guaranteed Obligations or any collateral;

(H) any Guaranteed Person's vote, claim, distribution, election, acceptance, action or inaction in any Insolvency Proceeding; or

(l) any other guaranty, whether by any Guarantor or any other Person, of all or any part of the Guaranteed Obligations or any other indebtedness, obligations or liabilities of any Guaranteed Person.

(e) Consents of Guarantor. Each Guarantor hereby unconditionally consents and agrees that, without notice to or further assent from such Guarantor:

(i) the principal amount of the Guaranteed Obligations may be increased or decreased and additional indebtedness or obligations of Holdings under the Loan Documents may be incurred and the time, manner, place or terms of any payment under any Loan Document be extended or changed, by one or more amendments, modifications, renewals or extensions of any Loan Document or otherwise;

(ii) the time for Holdings' (or any other Person's) performance of or compliance with any term, covenant or agreement on its part to be performed or observed under any Loan Document may be extended, or such performance or compliance waived, or failure in or departure from such performance or compliance consented to, all in such manner and upon such terms as any Guaranteed Person (or the Majority Lenders, as the case may be) may deem proper;

(iii) each Guaranteed Person may request and accept other guarantees and may take and hold other security as collateral for the Guaranteed Obligations, and may, from time to time, in whole or in part, exchange, sell, surrender, release, subordinate, modify, waive, rescind, compromise or extend such other guaranties or security and may permit or consent to any such action or the result of any such action, and may apply such security and direct the order or manner of sale thereof;

(iv) each Guaranteed Person may exercise, or waive or otherwise refrain from exercising, any other right, remedy, power or privilege even if the exercise thereof affects or eliminates any right of subrogation or any other right of such Guarantor against Holdings.

(f) Guarantor's Waivers. Each Guarantor waives and agrees not to assert:

(i) any right to require the Administrative Agent, the L/C Issuer or any Lender to marshal assets in favor of Holdings, the Guarantors, any other guarantor or any other Person, to proceed against Holdings, any other guarantor or any other Person, to proceed against or exhaust any of the Collateral, to give notice of the terms, time and place of any public or private sale of personal property security constituting the Collateral or other collateral for the Guaranteed Obligations or comply with any other provisions of Chapter 6 of Division 9 of the UCC (or any equivalent provision of any other applicable law) or to pursue any other right, remedy, power or privilege of the Administrative Agent, the L/C Issuer or any Lender whatsoever;

(ii) the defense of the statute of limitations in any action hereunder or for the collection or performance of the Guaranteed Obligations;

(iii) any defense arising by reason of any lack of corporate or other authority or any other defense of Holdings, such Guarantor or any other Person;

(iv) any defense based upon any Guaranteed Person's errors or omissions in the administration of the Guaranteed Obligations;

(v) any rights to set-offs and counterclaims;

(vi) without limiting the generality of the foregoing, to the fullest extent permitted by law, any defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties, or which may conflict with the terms of this Section 11.10;

(vii) any defense based upon an election of remedies (including, if available, an election to proceed by nonjudicial foreclosure) which destroys or impairs the subrogation rights of such Guarantor or the right of such Guarantor to proceed against Holdings or any other obligor of the Guaranteed Obligations for reimbursement;

(viii) without limiting the generality of the foregoing, to the fullest extent permitted by law, any defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties, or which may conflict with the terms of this Section 11.10, including any and all benefits that otherwise might be available to such Guarantor under California Civil Code §§1432, 2809, 2787 to 2855, inclusive, 2899 and 3433 and California Code of Civil Procedure §§580a, 580b, 580d and 726 or Texas Property Code §§51.003 – 51.005. Accordingly, each Guarantor waives all rights and defenses that such Guarantor may have because Holdings' debt is secured by real property. This means, among other things: (A) the Administrative Agent, the L/C Issuer and the Lenders may collect from such Guarantor without first foreclosing on any real or personal property Collateral pledged by Holdings or such Guarantor; and (B) if the Administrative Agent forecloses on any real property Collateral pledged by Holdings or such Guarantor: (1) the amount of the debt may be reduced only by the price for which that Collateral is sold at the foreclosure sale, even if the Collateral is worth more than the sale price, and (2) the Administrative Agent, the L/C Issuer and the Lenders may collect from such Guarantor even if the Administrative Agent, by foreclosing on the real property Collateral, has destroyed any right such Guarantor may have to collect from Holdings. This is an unconditional and irrevocable waiver of any rights and defenses such Guarantor may have because Holdings' debt is secured by real property. These rights and defenses include, but are not limited to, any rights of defenses based upon section 580a, 580b, 580d or 726 of the California Code of Civil Procedure or sections 51.003 – 51.005 of the Texas Property Code; and

(ix) any and all notice of the acceptance of this Guaranty, and any and all notice of the creation, renewal, modification, extension or accrual of the Guaranteed Obligations, or the reliance by any Guaranteed Person upon this Guaranty, or the exercise of any right, power or privilege hereunder. The Guaranteed Obligations shall conclusively be deemed to have been created, contracted, incurred and permitted to exist in reliance upon this Guaranty. Each Guarantor waives promptness, diligence, presentment, protest, demand for payment, notice

of default, dishonor or nonpayment and all other notices to or upon Holdings, such Guarantor or any other Person with respect to the Guaranteed Obligations.

(g) Financial Condition of Holdings. No Guarantor shall have any right to require any Guaranteed Person to obtain or disclose any information with respect to: the financial condition or character of Holdings or the ability of Holdings to pay and perform the Guaranteed Obligations; the Guaranteed Obligations; any collateral or other security for any or all of the Guaranteed Obligations; the existence or nonexistence of any other guarantees of all or any part of the Guaranteed Obligations; any action or inaction on the part of any Guaranteed Person or any other Person; or any other matter, fact or occurrence whatsoever. Each Guarantor hereby acknowledges that it has undertaken its own independent investigation of the financial condition of Holdings and the other Loan Parties and all other matters pertaining to this Guaranty and further acknowledges that it is not relying in any manner upon any representation or statement of any Guaranteed Person with respect thereto.

(h) Subrogation. Until the Guaranteed Obligations shall be satisfied in full and the Revolving Commitments shall be terminated, each Guarantor shall not have, and shall not directly or indirectly exercise (i) any rights that it may acquire by way of subrogation under this Section 11.10, by any payment hereunder or otherwise, (ii) any rights of contribution, indemnification, reimbursement or similar suretyship claims arising out of this Section 11.10 or (iii) any other right which it might otherwise have or acquire (in any way whatsoever) which could entitle it at any time to share or participate in any right, remedy or security of any Guaranteed Person as against Holdings or other guarantors, whether in connection with this Section 11.10, any of the other Loan Documents or otherwise. If any amount shall be paid to any Guarantor on account of the foregoing rights at any time when all the Guaranteed Obligations shall not have been paid in full, such amount shall be held in trust for the benefit of each Guaranteed Person and shall forthwith be paid to the Administrative Agent to be credited and applied to the Guaranteed Obligations, whether matured or unmatured, in accordance with the terms of the Loan Documents.

(i) Continuing Guaranty. This Guaranty is a continuing guaranty and agreement of subordination and shall continue in effect and be binding upon each Guarantor until termination of the Revolving Commitments and payment and performance in full of all Guaranteed Obligations, including Guaranteed Obligations which may exist continuously or which may arise from time to time under successive transactions, and each Guarantor expressly acknowledges that this Guaranty shall remain in full force and effect notwithstanding that there may be periods in which no Guaranteed Obligations exist.

(j) Reinstatement. This Guaranty shall continue to be effective or shall be reinstated and revived, as the case may be, if, for any reason, any payment of the Guaranteed Obligations by or on behalf of Holdings (or receipt of any proceeds of collateral) shall be rescinded, invalidated, declared to be fraudulent or preferential, set aside, voided or otherwise required to be repaid to Holdings, its estate, trustee, receiver or any other Person (including under the Bankruptcy Code or other state or federal law), or must otherwise be restored by any Guaranteed Person, whether as a result of Insolvency Proceedings or otherwise. All losses, damages, costs and expenses that any Guaranteed Person may suffer or incur as a

result of any voided or otherwise set aside payments shall be specifically covered by the indemnity in favor of the Lenders and the Administrative Agent contained in Section 11.04.

(k) Substantial Benefits. The funds that have been borrowed from the Lenders by Holdings have been and are to be contemporaneously used for the direct or indirect benefit of Holdings and each Guarantor. It is the position, intent and expectation of the parties that Holdings and each Guarantor have derived and will derive significant and substantial direct or indirect benefits from the accommodations that have been made by the Lenders under the Loan Documents.

(l) Knowing and Explicit Waivers. EACH GUARANTOR ACKNOWLEDGES THAT IT EITHER HAS OBTAINED THE ADVICE OF LEGAL COUNSEL OR HAS HAD THE OPPORTUNITY TO OBTAIN SUCH ADVICE IN CONNECTION WITH THE TERMS AND PROVISIONS OF THIS SECTION 11.10. EACH GUARANTOR ACKNOWLEDGES AND AGREES THAT EACH OF THE WAIVERS AND CONSENTS SET FORTH HEREIN ARE MADE WITH FULL KNOWLEDGE OF THEIR SIGNIFICANCE AND CONSEQUENCES, AND THAT ALL SUCH WAIVERS AND CONSENTS HEREIN ARE EXPLICIT AND KNOWING AND WHICH EACH GUARANTOR EXPECTS TO BE FULLY ENFORCEABLE.

(m) Release of Subsidiary Guarantors. Holdings may at any time deliver to the Administrative Agent a certificate from a Responsible Officer of Holdings certifying as of the date of the certificate that, after the consummation of the transaction or series of transactions described in such certificate (which certification shall also state that such transactions, individually or in the aggregate, will be in compliance with the terms and conditions of this Agreement, including to the extent applicable Section 8.02 and Section 8.03, and that no Event of Default existed, exists or will exist, as the case may be, immediately before, as a result of or immediately after giving effect to such transaction or transactions and termination), the Guarantor identified in such certification will no longer be a Subsidiary of Holdings. Effective upon the consummation of the transaction or series of transactions described in such certificate effected in compliance with this Agreement, the Subsidiary identified in such certification shall thereupon automatically cease to be a Guarantor hereunder and shall cease to be a party hereto and shall thereupon automatically be released from its obligations under this Section 11.10 and under the Security Agreement, and all Liens in favor of the Administrative Agent and the Lenders under the Collateral Documents in respect of the property of such Subsidiary shall thereupon terminate. Holdings shall promptly notify the Administrative Agent of the consummation of any such transaction or series of transactions. The Administrative Agent, on behalf of the Lenders, shall, at Holdings' expense, execute and deliver such instruments as Holdings may reasonably request to evidence such release and Lien termination.

(n) Subordination. All payments on account of all indebtedness, liabilities and other obligations of Holdings to each Guarantor, whether created under, arising out of or in connection with any documents or instruments evidencing any credit extensions to Holdings or otherwise, including all principal on any such credit extensions, all interest accrued thereon, all fees and all other amounts payable by Holdings to such Guarantor in connection therewith, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined shall be subject,

subordinate and junior in right of payment and exercise of remedies to the prior payment in full in cash or cash equivalents of the Guaranteed Obligations.

11.11 Replacement of Lenders. If any Lender requests compensation under Section 4.03, or if Holdings is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 4.01, or if any Lender is a Defaulting Lender or if any other circumstance exists hereunder that gives Holdings the right to replace a Lender as a party hereto (including pursuant to Section 11.01(b)), then Holdings may, at its sole expense and effort, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.06), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(i) Holdings shall have paid to the Administrative Agent the assignment fee specified in Section 11.06;

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans and L/C Advances, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 4.04) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or Holdings (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 4.03 or payments required to be made pursuant to Section 4.01, such assignment will result in a reduction in such compensation or payments thereafter; and

(iv) such assignment does not conflict with any Requirement of Law.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling Holdings to require such assignment and delegation cease to apply.

11.12 Notification of Addresses, Lending Offices, Etc. Each Lender shall notify the Administrative Agent in writing of any changes in the address to which notices to such Lender should be directed, of addresses of any Lending Office, of payment instructions in respect of all payments to be made to it hereunder and of such other administrative information as the Administrative Agent shall reasonably request.

11.13 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 5.01, this Agreement shall become effective when it shall have been executed by the

Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or by email in pdf format shall be effective as delivery of a manually executed counterpart of this Agreement.

11.14 Severability. Whenever possible, each provision of the Loan Documents shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of any of the Loan Documents shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of such Loan Document, or the validity or effectiveness of such provision in any other jurisdiction.

11.15 No Third Parties Benefited. This Agreement is made and entered into for the sole protection and legal benefit of Holdings, the Company and the other Loan Parties, the Lenders, the Administrative Agent and the Administrative Agent-Related Persons, the Indemnitees and their respective permitted successors and assigns, and no other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement or any of the other Loan Documents.

11.16 Governing Law; Jurisdiction, Etc.

(a) GOVERNING LAW; SUBMISSION TO JURISDICTION. EXCEPT TO THE EXTENT GOVERNED BY THE BANKRUPTCY CODE, THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICT OF LAWS PROVISIONS PROVIDED THAT ISSUES WITH RESPECT TO CREATION, PERFECTION OR ENFORCEMENT OF LIENS UNDER ARTICLE 9 OF THE UCC MAY GIVE EFFECT TO APPLICABLE CHOICE OR CONFLICT OF LAW RULES SET FORTH IN ARTICLE 9 OF THE UCC) OF THE STATE OF CALIFORNIA; PROVIDED THAT THE ADMINISTRATIVE AGENT AND THE LENDERS SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW (INCLUDING THE BANKRUPTCY CODE).

IN THE EVENT THE BANKRUPTCY COURT DOES NOT HAVE OR REFUSES TO EXERCISE JURISDICTION WITH RESPECT THERETO, ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE ADMINISTRATIVE AGENT, EACH LENDER, AND EACH LOAN PARTY, CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE ADMINISTRATIVE AGENT, EACH LENDER, AND EACH LOAN PARTY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH

JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO.

(b) WAIVER OF VENUE. HOLDINGS AND EACH OTHER LOAN PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN PARAGRAPH (A) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(c) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

11.17 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered in San Francisco, California, by their proper and duly authorized officers as of the day and year first above written.

THE BORROWER

BUILDING MATERIALS HOLDING
CORPORATION

By _____
Name:
Title:

THE GUARANTORS

BMC WEST CORPORATION

By _____
Name:
Title:

SELECTBUILD CONSTRUCTION, INC.

By _____
Name:
Title:

SELECTBUILD NORTHERN CALIFORNIA, INC.

By _____
Name:
Title:

C CONSTRUCTION, INC.

By _____
Name:
Title:

TWF CONSTRUCTION, INC.

By _____
Name:
Title:

H.N.R. FRAMING SYSTEMS INC.

By _____
Name:
Title:

SELECTBUILD SOUTHERN CALIFORNIA, INC.

By _____
Name:
Title:

SELECTBUILD NEVADA, INC.

By _____
Name:
Title:

SELECTBUILD ARIZONA, LLC

By _____
Name:
Title:

SELECTBUILD ILLINOIS, LLC

By _____
Name:
Title:

ILLINOIS FRAMING, INC.

By _____
Name:
Title:

WELLS FARGO BANK, NATIONAL
ASSOCIATION,

as Administrative Agent, L/C Issuer and Lender

By _____
Name:
Title:

BAYSIDE CAPITAL, INC. FOR GRACE BAY
HOLDINGS II LLC

By _____

Name:

Title:

HSBC BANK USA, NATIONAL ASSOCIATION

By _____
Name:
Title:

U.S. BANK

By _____

Name:

Title:

COOPERATIEVE CENTRALE RAIFFEISEN-
BOERENLEENBANK B. A.,

"Rabobank International", New York Branch

By _____
Name:
Title:

By _____
Name:
Title:

CREDIT AGREEMENT SCHEDULES

SCHEDULE 1.01A	Other Secured Debt
SCHEDULE 1.01B	Insurance-Related Cash Collateral Accounts
SCHEDULE 1.01C	Locations of Fixed Assets and Inventory
SCHEDULE 1.01D	Excess Real Estate
SCHEDULE 1.01E	Wind-Down Business Units
SCHEDULE 2.01(a)	Lender Commitments
SCHEDULE 6.05	Litigation
SCHEDULE 6.07	ERISA
SCHEDULE 6.11(a)	Financial Statement Exceptions
SCHEDULE 6.11(a)(iii)	Permitted Liabilities
SCHEDULE 6.12	Environmental Matters
SCHEDULE 6.17	Subsidiaries and Minority Interests
SCHEDULE 6.18	Insurance Matters
SCHEDULE 6.19	Financial Statement Disclosures
SCHEDULE 6.20	Mortgaged Property
SCHEDULE 8.01	Permitted Liens
SCHEDULE 8.04(d)	Existing Loans to Non-Wholly Owned Subsidiaries
SCHEDULE 8.04(e)(i)	Minority Investments
SCHEDULE 8.04(e)(ii)	Put Obligations
SCHEDULE 8.04(f)	Swap Obligations
SCHEDULE 8.05A	Indebtedness of Non-Wholly Owned Subsidiaries
SCHEDULE 8.08G	Stock Price Guaranties
SCHEDULE 11.02	Payment Offices; Addresses for Notices; Lending Offices
SCHEDULE 11.06	Processing Fees

SCHEDULE 1.01A Other Secured Debt

Part I

1. Capitalized leases with an outstanding principal balance of \$8,031.15 as of June 1, 2009.

Part II

1. The real property located at 121 South Norwood Drive, Hurst, Texas.

SCHEDULE 1.01B Insurance-Related Cash Collateral Accounts

BMHC Collateral/Imprest Accounts

Beneficiary Account Information				Source of Funding			
Bank	Account Name	Routing Number	Account Number	Tax ID Used	Imprest/Target Balance (000)	Payment Frequency	Account Owner
Benefits Accounts							
JP Morgan Chase	BMHC SelectBuild Florida	021000021	475-731-409	91-1834269	\$75	as needed	CLGNA
JP Morgan Chase	BMHC SelectBuild California	021000021	475-731-417	91-1834269	\$30	as needed	CLGNA
JP Morgan Chase	Building Materials Holding Corp.	021000021	475-737-318	91-1834269	\$1,100	weekly	CLGNA
Casualty Insurance Accounts:							
Wachovia Bank	ESIS (Ace)	031201467	2014174985825	unknown	\$35	daily	ESIS
Wachovia Bank	ESIS (Ace)	031201467	2014174985825	unknown	(see note)	as needed	ESIS
Citibank	Gallagher Bassett	021000089	30605334	unknown	\$1,100	monthly	Gallagher
Citibank	Gallagher Bassett	021000089	30605334	unknown	(see note)	as needed	Gallagher
unknown	AIG	unknown	unknown	unknown	\$596	monthly	AIG
unknown	AIG	unknown	unknown	unknown	(see note)	as needed	AIG
unknown	Argonaut	unknown	unknown	unknown	unknown	as needed	Argonaut
unknown	Arrowpoint Capital (Royal)	unknown	unknown	unknown	\$255	monthly	Arrowpoint
unknown	Arrowpoint Capital (Royal)	unknown	unknown	unknown	\$14	monthly	Arrowpoint
Total:					\$3,305		

Note: For ESIS, Gallagher Bassett and AIG, the normal payment cycle follows the frequency and method shown on the first entry, but each may occasionally be paid by check, in which case the funding account number differs.

SCHEDULE 1.01C Locations of Fixed Assets and Inventory

Real Property Owned

	State	City Location Name	Street Address	Land Acreage
1	AZ	BBP 70th Glendale	7777 North 70th Avenue	11.02
2	AZ	BBP Chandler (Land)	E of SWC of Arizona Ave. & Riggs Rd.	9.00
3	AZ	BBP Irving Tucson	4749 South Irving Street	1.50
4	AZ	KBI Glendale	6840 Frier Drive	19.17
5	AZ	KBI Topline Windows Glendale	10883 West Northview Avenue	2.49
6	AZ	KBI Tucson	3911 North Highway Drive	9.11
7	CA	Fresno	1330 North Maple Avenue	13.00
8	CA	Hanford (Land)	10701 Idaho Avenue	90.00
9	CA	Merced	398 West 16th Street	2.92
10	CA	Modesto	4237 Murphy Road	14.04
11	CA	Modesto Truss	2724 Nathan Avenue	11.58
12	CO	Colorado Springs	870 Paonia Street	7.70
13	CO	Colorado Springs Truss	720 Paonia Street	3.72
14	CO	Denver Centennial	7272 South Eagle Street	9.43
15	CO	Denver Door	7881 South Wheeling Court	10.82
16	CO	Denver Reload	1031 West Mississippi	2.24
17	CO	Fort Lupton Truss	1241 Denver Avenue	10.38
18	CO	Greeley	500 27th Street	10.72
19	CO	Pueblo	2700 West 4th Street	11.30
20	FL	WBC Sunrise	5555 Nob Hill Road	2.56
21	ID	Boise	11670 West Franklin Road	15.83
22	ID	Caldwell	Sky Ranch Business Park (Lots 6, 7, 8, 9)	17.00
23	ID	Idaho Falls	1425 North Holmes Avenue	4.86

	State	City Location Name	Street Address	Land Acreage
24	ID	Idaho Falls Millwork	1550 Bennett Avenue	2.94
25	ID	Idaho Falls Truss	3715 Bombardier Avenue	5.99
26	ID	McCall Truss	14054 Burr Drive	7.72
27	ID	Rexburg	202 West Main Street	1.88
28	ID	Shelley	580 North State Street	9.01
29	MT	Helena	3200 US Highway 12 East	4.14
30	MT	Helena (Land)	Located on Prickly Pear Simmental Ranch (2515 Canyon Ferry Rd) - Helena School Tracts blk 7,8,11,12,15,16 south of York Rd	25.60
31	MT	Helena Truss	790 Nicole Street	3.62
32	MT	Kalispell Door	448 Ash Road	1.26
33	MT	Missoula	7320 Expressway	14.79
34	NV	Carson Valley (Minden)	2587 Business Parkway	10.30
35	NV	KBI Las Vegas (Land)	Range Road	33.56
	NV	KBI Las Vegas (Land)	Range Road - FLF98	9.43
	NV	KBI Las Vegas (Land)	Range Road - Monteverdi	1.05
	NV	KBI Las Vegas (Land)	Range Road - Premsrut	0.97
	NV	KBI Las Vegas (Land)	Range Road - Reeve	0.62
	NV	KBI Las Vegas (Land)	Range Road - Ripplinger	0.20
	NV	KBI Las Vegas (Land)	Range Road - Whiting	1.07
	NV	KBI Las Vegas (Land)	Range Road - Bevco	17.55
	NV	KBI Las Vegas (Land)	Range Road - Tottori	2.67
36	OR	Sherwood Millwork	20285 Cipole Road	18.25
37	TX	Abilene	2025 Industrial Boulevard	4.38
38	TX	Abilene Millwork	2241 Industrial Boulevard	9.83
39	TX	Cedar Park	1201 BMC Drive	18.00
40	TX	Cedar Park Millwork	1920 East Whitestone Boulevard	9.77

	State	City Location Name	Street Address	Land Acreage
42	TX	El Paso Truss	12121 Dyer Road	24.57
43	TX	Frisco	7065 County Road 712	10.00
44	TX	Houston (Land)	7355 West Road	11.00
45	TX	Houston Millwork	16002 Tomball Parkway	28.99
46	TX	Hurst	104 East Hurst Boulevard	6.58
47	TX	Hurst Truss	121 South Norwood Drive	2.56
48	TX	Killeen	1000 East Veterans Memorial Blvd	3.60
49	TX	New Braunfels	3620 Highway FM 482	23.31
50	TX	Rosenberg	239 Highway 36 North	10.82
51	TX	Rosenberg Millwork	1319 State Spur 529	19.49
52	TX	Terrell LBM	501 Apache Trail	19.17
53	UT	Ogden	2380 South 1900 West	5.45
54	UT	Orem	117 South 1600 West	9.55
55	UT	Salt Lake City	7902 South 1410 West	10.62
56	UT	Salt Lake City Truss	7963 South 1530 West	2.61
57	WA	Everett	3200 35th Avenue NE	28.12
58	WA	Issaquah	5210 East Lake Sammamish Parkway SE	16.46
59	WA	Tacoma	9721 40th Avenue SW	8.86
60	WA	Vancouver	11316 NE Highway 99	5.60

Real Property Leased

	ST	City Location Name	Property Address
1	AZ	Scottsdale Office Space	21803 North Scottsdale Rd., Suite 220
2	AZ	Tucson Framing (8913)	3781 N. Highway Drive, Building 2, Suite 109 Tucson, AZ 85705
3	AZ	Tucson Framing	3824 N. Highway Drive, Tucson AZ
4	AZ	Phoenix Marvin Windows	4346 E Elwood Street, Ste 102, Phoenix, AZ
5	AZ	AZ Plumbing	4863 E Ingram, Mesa AZ
6	AZ	Chandler Lumber	6800 W Sundust, Chandler, AZ
7	AZ	AZ Admin	6845 West Frier Drive-- Orangewood Glen MCR 221-37
8	AZ	MWPC Phoenix-Millwork	705 E Sheldon St Suite B, Prescott AZ 86301
9	AZ	AZ Admin	Dockage for Houseboat Slip Rental
10	AZ	AZ Admin	Storage Units
11	CA	San Diego Market Administration	1021 W Mission Ave, Ste A, Escondido, CA 92025
12	CA	Norcal Framing	1100 Business Pkwy. Stes A&B, Dixon, CA 95620
13	CA	Socal Division Admin	13465 & 13495 Gregg ST. Poway, CA
14	CA	Roseville Office Space	1410 Rocky Ridge Dr, Roseville, CA 95661
15	CA	Socal Concrete-RV	1640 W. Pellisier, Colton, CA 92324
16	CA	KBI Norcal Framing	1855 N 1st St. Ste C, Dixon, CA 95620
17	CA	KBI Norcal (Merced Office) - Framing	2260 Cooper Av. Ste B, Merced, CA 95348
18	CA	SelectBuild Nevada	2930 Marco St. Las Vegas, NV 89115
19	CA	Socal Dist-Truss Imperial	340 W Ralph Road, Imperial CA

	ST	City Location Name	Property Address
21	CA	SelectBuild Distribution-Mira Loma	3401 Etiwanda Bldg 831C Mira Loma, CA 91752
22	CA	San Francisco Apt	440 Davis Ct #1712, SF CA 94111
23	CA	Socal Concrete-LD	45-311 Golf Center Pkwy Ste. C Indio, CA 92201
24	CA	Socal Framing-LD	45-311 Golf Center Pkwy Ste B Indio, CA 92201
25	CA	Socal Dist-Truss-LD	45-311 Golf Ctr Pkwy, Ste D, Indio CA 92201
26	CA	Fresno-Truss	4685 E Hedges, Fresno CA
27	CA	C Construction	49751 OATES LANE COACHELLA, CA 92236
28	CA	Socal Framing-Inland Emp-RC	8780 Prestige Ct. Rancho Cucamonga, CA
29	CA	Socal Framing-SD	ALL Suites - New 2009 lease
30	CA	Marysville EWP	EWP Lease - Marysville
31	CA	Admin	Four Embarcadero Ctr, Stes 3200,3220,3250,3260,3280 & 3260, San Fran
32	CA	Fresno-Building Materials	Industrial Grade Crossing, Fresno, CA
33	CA	Marysville EWP	Kilns/Railcars - Marysville
34	CA	San Diego Storage Units	Offsite Storage Facilities
35	CA	Socal Dist-Truss-LD	Rail Spur 45-311 Golf Ctr Pkwy, Ste D, Indio CA 92201
36	CO	Denver Door	12299 Grant Street, Thornton, CO
37	CO	Ft. Collins BMC	2416 Donella Ct., Unit B, Fort Collins CO 80524
38	CO	Centennial BMC	3020 Carbon Place, Unit 101, Boulder, CO 80302
39	CO	Col. Springs Millwork	615 Wooten Road, Units 1 & 2, Colorado Springs, CO 90815
40	ID	Boise Millwork	12040 West Executive Drive, Boise, ID

	ST	City Location Name	Property Address
41	ID	Rexburg-Building Materials	189 N Main, Ste 111, Driggs, ID + warehouse
42	ID	Boise-Building Materials	2925 S Cole Rd., Boise ID
43	ID	Idaho Falls-Building Materials	5028 Rainbow Lane, Chubbuck, Idaho
44	ID	Boise Admin	720 Park Boulevard, Suite 230, Boise, ID 2568 sq ft
45	ID	Boise Admin	720 Park Boulevard, Suite 108, Boise, ID 10045 sq ft
46	ID	Boise Admin	720 Park Boulevard, Suite 115, Boise, ID 5935 sq ft
47	ID	Boise Admin	720 Park Boulevard, Suite 200, Boise, ID 27413 sq ft
48	ID	Boise Admin	720 Park Boulevard, Suite 275, Boise, ID 4477 sq ft with 280
49	ID	Boise Admin	720 Park Boulevard, Suite 280, Boise, ID 4477 sq ft with 275
50	ID	Eastern Idaho-Door & Millwork	8' x 20' Booth at 1568 Hitt Rd. Idaho Falls, ID
51	ID	Eastern Idaho-Garage Doors	966 Lincoln Rd, Ste H, Idaho Falls, ID 83401-2163
52	ID	Idaho Falls Rail Spur	Audit 166317-Folder 0049503, Idaho Falls, ID
53	IL	Chicago Framing	1060 E. Lake St. Hanover Park, IL
54	MT	Helena-Building Materials	3220 US Highway 12 East, Helena, MT
55	MT	Montana Framing	32D Shawnee Way, Bozeman, MT
56	NC	Charlotte BMC Millwork	1401 Tar Heel Rd, Charlotte, NC
57	NV	LV Stucco	1220 S Commerce St. Suite A, Las Vegas, NV
58	NV	LV Windows	2191 Mendenhall Dr Las Vegas, NV 89081
59	NV	LV Framing Storage Units	3 Storage Units: 9,36,355
60	NV	LV Data Center	302 East Carson St, Suite 100, Las Vegas NV 89101

	ST	City Location Name	Property Address
61	NV	LV Mechanical	3823 Losee Rd., N. Las Vegas, NV 89030
62	NV	LV Plumbing	4040 W. Russell Road, Las Vegas, NV 89118
63	NV	SelectBuild Nevada	4339 CORPORATE DRIVE LAS VEGAS, NV
64	NV	SB LV Admin	5201 S Polaris, Las Vegas, NV 89118
65	NV	LV Framing	6255 Range Rd Las Vegas, NV
66	NV	LV Framing	6255 Range Rd Las Vegas, NV
67	NV	Sparks-Millwork	650 Innovation Drive, Unit C, Reno, NV
68	NV	LV Concrete	6767 Spencer St. Las Vegas, NV 89119
69	NV	Sparks Rail Spur	Folder 02363-52
70	OR	Sherwood-Framing Install	12700 NW Barnes Rd., Portland, OR 97229
71	TX	Central Texas Truss	3620 FM 482, New Braunfels, TX 78132
72	TX	Frisco - BMC Millwork	10351 Home Road, Frisco, TX
73	TX	Austin Hardware/Showroom	11212 Metric Blvd, Ste 300, Austin, TX 78758
74	TX	San Antonio - BMC Millwork	11634 Rainbow Ridge, Helotes, TX
75	TX	Austin/San Antonio Windows	1311 Industrial Drive, New Braunfels, TX
76	TX	Houston - Lone Star Cabinets	16001 Tomball Parkway, Houston
77	TX	Rosenberg LBM /Showroom	1621 Avenue G, Rosenberg, TX
78	TX	MWPC Dallas-Millwork	1747 Northwest Loop 281, Longview, TX
79	TX	Houston Metro	3428 Fondren, Houston, TX
80	TX	MWPC Dallas-Millwork	4455 Camp Bowie #110, Fort Worth, TX

	ST	City Location Name	Property Address
81	TX	MWPC Dallas-Millwork	5920 66th Street- Units 6,7,8 & 9
82	TX	Austin/San Antonio Windows	603 RR Route 2093, Unit 1103, Fredericksburg, TX 78624
83	TX	Austin/San Antonio Windows	814 Arion Parkway, Ste 170, San Antonio, TX 78216
84	TX	San Antonio - BMC Millwork	9815 Signal Hill, Helotes, TX
85	TX	Rosenberg LBM	Property No. 1617-Lease 80187822- Rosenberg TX-parking lot by RR tracks
86	UT	Salt Lake-Building Materials	7132 N Silver Creek Rd., Suites C & D, Park City, UT 84098
87	UT	Orem-Rail Spur	Audit 246371 Folder 0247280 (Orem)
88	UT	Orem-Rail Spur	Audit 246371 Folder 0247280 (Orem)
89	UT	Clyde Rail Spur	Audit 50557-Folder 0050557,Clyde,UT old(Utah Transit Authority)=Acct 1228633-UP 0050557, Clyde, UT
90	WA	Issaquah-Building Materials	5210 E Lake Sammamish Pkwy SE, Issaquah WA 98029
91	WA	Everett Satellite-Burlington	940 Spruce St. Burlington WA 98233
92	WA	Tacoma-Building Materials	9721 40th Ave SW, Tacoma, WA 97499
93	WA	Tacoma-Building Materials Booth	Space 90/91 6010 Main Street, Lakewood WA

SCHEDULE 1.01D Excess Real Estate

	State	City Location Name	Street Address	Land Acreage
1	AZ	BBP Chandler (Land)	E of SWC of Arizona Ave. & Riggs Rd.	9.00
2	AZ	BBP 70th Glendale	7777 North 70th Avenue	11.02
3	AZ	BBP Irving Tucson	4749 South Irving Street	1.50
4	AZ	KBI Topline Windows Glendale	10883 West Northview Avenue	2.49
5	AZ	KBI Tucson	3911 North Highway Drive	9.11
6	CA	Hanford (Land)	10701 Idaho Avenue	90.00
7	CA	Merced	398 West 16th Street	2.92
8	FL	WBC Sunrise	5555 Nob Hill Road	2.56
9	ID	Caldwell	Sky Ranch Business Park (Lots 6, 7, 8, 9)	17.00
10	ID	Idaho Falls Millwork	1550 Bennett Avenue	2.94
11	ID	McCall Truss	14054 Burr Drive	7.72
12	NV	Carson Valley (Minden)	2587 Business Parkway	10.30
13	NV	KBI Las Vegas (Land)	Range Road	33.56
	NV	KBI Las Vegas (Land)	Range Road - FLF98	9.43
	NV	KBI Las Vegas (Land)	Range Road - Monteverdi	1.05
	NV	KBI Las Vegas (Land)	Range Road - Premsrut	0.97
	NV	KBI Las Vegas (Land)	Range Road - Reeve	0.62
	NV	KBI Las Vegas (Land)	Range Road - Ripplinger	0.20
	NV	KBI Las Vegas (Land)	Range Road - Whiting	1.07
	NV	KBI Las Vegas (Land)	Range Road -Bevco	17.55
	NV	KBI Las Vegas (Land)	Range Road -Tottori	2.67
14	OR	Sherwood Millwork	20285 Cipole Road	18.25
15	TX	Houston (Land)	7355 West Road	11.00
16	TX	Killeen	1000 East Veterans Memorial Blvd	3.60

SCHEDULE 1.01E Wind-Down Business Units

See attached Wind-Down Business Unit annex.

SCHEDULE 2.01(a) Lender Commitments

Banks / Lender	Lender Commitment¹	Proportionate Share
Wells Fargo Bank, National Association	\$80,000,000	100.00%

¹ The Revolving Commitment of each Lender shall be proportionately reduced to the extent that the Aggregate Commitment Amount, as approved by the Bankruptcy Court, is less than \$40 million or \$80 million, as the case may be.

SCHEDULE 6.05 Litigation

The two litigated matters described below are in the early discovery stage making it very difficult to determine what, if any, liability the Company may have. However, in the spirit of full disclosure, we are listing these two cases.

1. Alvarado, Pedro v. BMHC, SelectBuild and HNR Framing (Los Angeles, California)

This is a class action lawsuit by a former employee of HNR Framing. It alleges that the plaintiff and all similarly situated employees were not paid overtime, given break times or lunch periods. We have retained defense counsel and tendered the case to our employee liability carrier. AIG declined coverage based on the "wage and hour litigation" exclusion of the policy. We are advised that the plaintiff's law firm is not particularly well respected in this area and there may be an opportunity for a quick settlement. We have instructed our defense counsel to pursue a quick settlement.

May 31, 2009: An early mediation between the parties was conducted in Los Angeles. Although some initial discovery was provided to Plaintiff's counsel, Plaintiff's counsel indicated at the mediation that he did not have sufficient information to evaluate his clients' case and he did not make a settlement demand. Thus, no meaningful settlement discussions occurred. In addition, Plaintiff's counsel did not show up for the Court's status conference on January 20. At a subsequent status conference the Court agreed to stay formal discovery 90 days in order to allow the parties to informally exchange information and make another attempt at mediation. We are currently discussing potential mediators and mediation dates with Plaintiff's counsel. A follow-up status conference is scheduled for June 23, 2009. We do not have enough information about the extent of this case to assign a value to it at this time.

2. Acevedo, Eduardo et al. v BMHC and all subsidiaries (Los Angeles, California)

Suit filed in California, but Plaintiffs are former employees in NV, CA, and AZ. Some appear to be involved in the NLRB actions. It alleges that the Plaintiff and all similarly situated employees have not been properly paid for all of their compensable time. Defense counsel has been retained.

May 31, 2009: Plaintiffs' counsel have continued to file consents to join additional individuals as Plaintiffs in the lawsuit. The Plaintiffs' class certification motion is due on June 8, the opposition is due June 29, the reply is due July 13; and the motion is scheduled to be heard on July 27. In a recent status conference the Court gave some initial indication that it is likely to disfavor a multi-state class as well as multi-state claims. However, the Court may be willing to consider certification of subclasses at the class certification hearing. The parties are currently involved in discovery in preparation for the class certification hearing. Documents have been produced and depositions are underway. Because our investigation and discovery is ongoing potential liability is difficult to assess at this point. We do not have enough information about the extent of this case to assign a value to it at this time.

SCHEDULE 6.07 ERISA

The filing of the Bankruptcy Cases is a "reportable event" under the ERISA; and, each of the representations and warranties set forth in this Section 6.07 are qualified by reference to any consequences resulting from such filing.

SCHEDULE 6.11(a) Financial Statement Exceptions

With respect to the consolidated financial statements of Holdings for the periods ending December 31, 2008 and March 31, 2009, it has come to the attention of management that an aggregate of approximately \$12.3 million in sales, representing approximately \$8.6 million in unrecognized gross profit, should have been recognized in accordance with GAAP for those historical periods. The precise impact on the historical consolidated financial statements of Holdings (including the WIP inventory and billings in excess of cost and estimated earnings balance sheet accounts as well as the audit opinion issued in connection with the December 31, 2008 audited consolidated financial statements) is undetermined at this time.

SCHEDULE 6.11(a)(iii) Permitted Liabilities

BMC West Corporation is a party to certain capital leases, which have an outstanding balance of \$9,622 as of April 30, 2009.

BMC West Corporation is a party to certain notes, which have an outstanding balance of \$41,175 as of April 30, 2009.

BMC West Corporation is a party to certain notes involving land and buildings, which have an outstanding balance of \$961,310 as of April 30, 2009,

BMC West Corporation is a party to certain notes, which have an outstanding balance of \$217,823 as of April 30, 2009.

SelectBuild Arizona, LLC (BBP) is a party to certain notes involving equipment, which have an outstanding balance of \$30,263 as of April 30, 2009.

SCHEDULE 6.12 Environmental Matters

None.

SCHEDULE 6.17 Subsidiaries and Minority Interests

Wholly-Owned Subsidiaries

BMC WEST CORPORATION, a Delaware corporation

C CONSTRUCTION, INC., a Delaware corporation

HNR FRAMING SYSTEMS, INC., a California corporation

SELECTBUILD ARIZONA, LLC, a Delaware limited liability company

SELECTBUILD CONSTRUCTION, INC., a Delaware corporation

SELECTBUILD ILLINOIS, LLC, a Delaware company

SELECTBUILD NEVADA, INC

SELECTBUILD NORTHERN CALIFORNIA, INC, a Delaware limited liability company

SELECTBUILD SOUTHERN CALIFORNIA, INC, a Delaware limited liability company

TWF CONSTRUCTION, INC., a Delaware corporation

ILLINOIS FRAMING, INC., a Delaware corporation

Minority Investments

None.

SCHEDULE 6.18 Insurance Matters

None.

SCHEDULE 6.19 Financial Statement Disclosures

With respect to the consolidated financial statements of Holdings for the periods ending December 31, 2008 and March 31, 2009, it has come to the attention of management that an aggregate of approximately \$12.3 million in sales, representing approximately \$8.6 million in unrecognized gross profit, should have been recognized in accordance with GAAP for those historical periods. The precise impact on the historical consolidated financial statements of Holdings (including the WIP inventory and billings in excess of cost and estimated earnings balance sheet accounts as well as the audit opinion issued in connection with the December 31, 2008 audited consolidated financial statements) is undetermined at this time.

SCHEDULE 6.20 Mortgaged Property

	State	City Location Name	Street Address	Land Acreage
1	AZ	BBP 70th Glendale	7777 North 70th Avenue	11.02
2	AZ	BBP Chandler (Land)	E of SWC of Arizona Ave. & Riggs Rd.	9.00
3	AZ	BBP Irving Tucson	4749 South Irving Street	1.50
4	AZ	KBI Glendale	6840 Frier Drive	19.17
5	AZ	KBI Topline Windows Glendale	10883 West Northview Avenue	2.49
6	AZ	KBI Tucson	3911 North Highway Drive	9.11
7	CA	Fresno	1330 North Maple Avenue	13.00
8	CA	Hanford (Land)	10701 Idaho Avenue	90.00
9	CA	Merced	398 West 16th Street	2.92
10	CA	Modesto	4237 Murphy Road	14.04
11	CA	Modesto Truss	2724 Nathan Avenue	11.58
12	CO	Colorado Springs	870 Paonia Street	7.70
13	CO	Colorado Springs Truss	720 Paonia Street	3.72
14	CO	Denver Centennial	7272 South Eagle Street	9.43
15	CO	Denver Door	7881 South Wheeling Court	10.82
16	CO	Denver Reload	1031 West Mississippi	2.24
17	CO	Fort Lupton Truss	1241 Denver Avenue	10.38
18	CO	Greeley	500 27th Street	10.72
19	CO	Pueblo	2700 West 4th Street	11.30
20	FL	WBC Sunrise	5555 Nob Hill Road	2.56
21	ID	Boise	11670 West Franklin Road	15.83
22	ID	Caldwell	Sky Ranch Business Park (Lots 6, 7, 8, 9)	17.00
23	ID	Idaho Falls	1425 North Holmes Avenue	4.86
24	ID	Idaho Falls Millwork	1550 Bennett Avenue	2.94
25	ID	Idaho Falls Truss	3715 Bombardier Avenue	5.99

	State	City Location Name	Street Address	Land Acreage
26	ID	McCall Truss	14054 Burr Drive	7.72
27	ID	Rexburg	202 West Main Street	1.88
28	ID	Shelley	580 North State Street	9.01
29	MT	Helena	3200 US Highway 12 East	4.14
30	MT	Helena (Land)	Located on Prickly Pear Simmental Ranch (2515 Canyon Ferry Rd) - Helena School Tracts blk 7,8,11,12,15,16 south of York Rd	25.60
31	MT	Helena Truss	790 Nicole Street	3.62
32	MT	Kalispell Door	448 Ash Road	1.26
33	MT	Missoula	7320 Expressway	14.79
34	NV	Carson Valley (Minden)	2587 Business Parkway	10.30
35	NV	KBI Las Vegas (Land)	Range Road	33.56
	NV	KBI Las Vegas (Land)	Range Road - FLF98	9.43
	NV	KBI Las Vegas (Land)	Range Road - Monteverdi	1.05
	NV	KBI Las Vegas (Land)	Range Road - Premsrut	0.97
	NV	KBI Las Vegas (Land)	Range Road - Reeve	0.62
	NV	KBI Las Vegas (Land)	Range Road - Ripplinger	0.20
	NV	KBI Las Vegas (Land)	Range Road - Whiting	1.07
	NV	KBI Las Vegas (Land)	Range Road -Bevco	17.55
	NV	KBI Las Vegas (Land)	Range Road -Tottori	2.67
36	OR	Sherwood Millwork	20285 Cipole Road	18.25
37	TX	Abilene	2025 Industrial Boulevard	4.38
38	TX	Abilene Millwork	2241 Industrial Boulevard	9.83
39	TX	Cedar Park	1201 BMC Drive	18.00
40	TX	Cedar Park Millwork	1920 East Whitestone Boulevard	9.77
41	TX	Coppell Marvin	425 Airline Drive	9.42
42	TX	El Paso Truss	12121 Dyer Road	24.57
43	TX	Frisco	7065 County Road 712	10.00

	State	City Location Name	Street Address	Land Acreage
44	TX	Houston (Land)	7355 West Road	11.00
45	TX	Houston Millwork	16002 Tomball Parkway	28.99
46	TX	Hurst	104 East Hurst Boulevard	6.58
48	TX	Killeen	1000 East Veterans Memorial Blvd	3.60
49	TX	New Braunfels	3620 Highway FM 482	23.31
50	TX	Rosenberg	239 Highway 36 North	10.82
51	TX	Rosenberg Millwork	1319 State Spur 529	19.49
52	TX	Terrell LBM	501 Apache Trail	19.17
53	UT	Ogden	2380 South 1900 West	5.45
54	UT	Orem	117 South 1600 West	9.55
55	UT	Salt Lake City	7902 South 1410 West	10.62
56	UT	Salt Lake City Truss	7963 South 1530 West	2.61
57	WA	Everett	3200 35th Avenue NE	28.12
58	WA	Issaquah	5210 East Lake Sammamish Parkway SE	16.46
59	WA	Tacoma	9721 40th Avenue SW	8.86
60	WA	Vancouver	11316 NE Highway 99	5.60

SCHEDULE 8.01 Permitted Liens

In addition to Liens (including Capital Leases) described on Schedule 6.11, Liens set forth on the Lien Schedule annex attached hereto, Liens in respect of the leased equipment included by reference to Schedule 1.8 of the Security Agreement, and Liens on file with the Administrative Agent.

SCHEDULE 8.04(d) Existing Loans to Non-Wholly Owned Subsidiaries

None.

SCHEDULE 8.04(e)(i)

Minority Investments

None.

SCHEDULE 8.04(e)(ii)

Put Obligations

None.

SCHEDULE 8.04(f) Swap Obligations

As of June 9, 2009, the Company is party to the following floating-to-fixed interest rate swap contracts:

ISDA Master Agreement with BNP Paribas dated as of April 7, 2004 and related trade confirmation as of May 29, 2009 with notional principal amount of \$85,344,312.77

ISDA Master Agreement with SunTrust Bank dated as of October 10, 2006 and related trade confirmation as of May 29, 2009 with notional principal amount of \$29,605,263.16

SCHEDULE 8.05A Indebtedness of Non-Wholly Owned Subsidiaries

None.

SCHEDULE 8.08G Stock Price Guaranties

None.

SCHEDULE 11.02 Payment Offices; Addresses for Notices; Lending Offices

Notice Address for Holdings and its Subsidiaries

Building Materials Holding Corporation
720 Park Blvd., Ste 200
P.O. Box 70006
Boise, ID 83712
Phone: 208.331.4381
Fax: 208.331.4377
Attention: Paul S. Street

With a copy to:

Michael Rosenthal
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166-0193
phone: 212.351-3969
fax: 214.571.2951

With a copy to:

Cromwell Montgomery
Gibson, Dunn & Crutcher LLP
2029 Century Park East, 40th Floor
Los Angeles, CA 90067-3026
phone: 310.551.8744
fax: 310.552.7063

Notice Address for the Administrative Agent

Wells Fargo Bank, National Association
333 Market Street, 3rd Floor
MAC A0109-030
San Francisco, CA 94105
Phone: 415.371.3011
Fax: 415.371.3007
Attention: Seth Moldoff

With a copy to:

Kevin Fisher
Paul, Hastings, Janofsky & Walker LLP
55 Second Street, 24th Floor
San Francisco, CA 94105-3441
Phone: 415.856.7219

Fax: 415.856.7319

With a copy to:

David Dedyo
Paul, Hastings, Janofsky & Walker LLP
1117 S. California Avenue
Palo Alto, CA 94304-1106
Phone: 650.320.1837
Fax: 650.320.1847

SCHEDULE 11.06 Processing Fees

The Administrative Agent will charge a processing and recordation fee (an "Assignment Fee") in the amount of \$300.00 for each assignment effected more than 45 days following the Effective Date of the Credit Agreement; provided, however, that in the event of two or more concurrent assignments to members of the same Assignee Group (which may be effected by a suballocation of an assigned amount among members of such Assignee Group) or two or more concurrent assignments by members of the same Assignee Group to a single Eligible Assignee (or to an Eligible Assignee and members of its Assignee Group), the Assignment Fee will be \$300.00 plus the amount set forth below:

Transaction	Assignment Fee
First four concurrent assignments or suballocations to members of an Assignee Group (or from members of an Assignee Group, as applicable)	-0-
Each additional concurrent assignment or suballocation to a member of such Assignee Group (or from a member of such Assignee Group, as applicable)	\$100

EXHIBIT A

FORM OF NOTICE OF REVOLVING BORROWING

Date: _____

To: Wells Fargo Bank,
National Association,
as Administrative Agent

Ladies and Gentlemen:

The undersigned, Building Materials Holding Corporation ("Holdings"), refers to the Senior Secured Super-Priority Debtor-in-Possession Credit Agreement, dated as of June [], 2009 (as extended, renewed, amended or restated from time to time, the "Credit Agreement"), among Holdings, BMC West Corporation (the "Company") and certain other affiliates of Holdings, as guarantors, the several financial institutions from time to time party thereto (the "Lenders") and Wells Fargo Bank, National Association, as issuing bank of certain letters of credit (in such capacity, the "L/C Issuer") and as administrative agent (in such capacity, the "Administrative Agent"), the terms defined therein being used herein as therein defined, and hereby gives you notice irrevocably, pursuant to Section 2.03 of the Credit Agreement, of the Borrowing specified below:

1. The Business Day of the proposed Borrowing is _____.
2. The aggregate amount of the proposed Borrowing is \$_____.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the proposed Borrowing, before and after giving effect thereto and to the application of the proceeds therefrom:

(a) the representations and warranties of Holdings contained in Article VI of the Credit Agreement are true and correct as though made on and as of such date, except to the extent such representations and warranties expressly refer to an earlier date, in which case they are true and correct as of such date, and except that this notice shall be deemed instead to refer to the last day of the most recent fiscal year and fiscal quarter for which financial statements have then been delivered in respect of the representation and warranty made in Section 6.11(a) of the Credit Agreement;

(b) no Default or Event of Default has occurred and is continuing, or would result from such proposed Borrowing;

(c) there has occurred since the Petition Date no event or circumstance that has resulted or could reasonably be expected to result in a Material Adverse Effect;

(d) after giving effect to the proposed Borrowing, the Effective Amount of all outstanding Revolving Loans plus the Effective Amount of all L/C Obligations shall not exceed (i) the Borrowing Base in effect, nor (ii) the Aggregate Revolving Commitment;

(e) the balances in the L/C Cash Collateral Account and Cash Collateral Account are zero; and

(f) Holdings has exhausted all available prepetition cash collateral (from its operations or otherwise), except to the extent such cash collateral is (i) being held by the Prepetition Administrative Agent pursuant to Sections 2.06(a)(iii) and 2.06(a)(vii) of the Credit Agreement or (ii) otherwise excluded from the Collateral.

BUILDING MATERIALS HOLDING
CORPORATION

By:
Title:

EXHIBIT B

FORM OF COMPLIANCE CERTIFICATE

BUILDING MATERIALS HOLDING CORPORATION

Financial Statements Date: _____

Reference is made to that certain Senior Secured Super-Priority Debtor-in-Possession Credit Agreement, dated as of June [____], 2009 (as extended, renewed, amended or restated from time to time, the "Credit Agreement"), among Building Materials Holding Corporation ("Holdings"), BMC West Corporation (the "Company") and certain other affiliates of Holdings, as guarantors, the several financial institutions from time to time party thereto (the "Lenders") and Wells Fargo Bank, National Association, as issuing bank of certain letters of credit (in such capacity, the "L/C Issuer") and as administrative agent (in such capacity, the "Administrative Agent"). Unless otherwise defined herein, capitalized terms used herein have the respective meanings assigned to them in the Credit Agreement.

The undersigned Responsible Officer of Holdings hereby certifies as of the date hereof that he/she is the [_____] of Holdings, and that, as such, he/she is authorized to execute and deliver this Certificate to the Administrative Agent on the behalf of Holdings and its consolidated Subsidiaries, and that:

[Use the following paragraph if this Certificate is delivered in connection with the quarterly financial statements required by Section 7.01(a) of the Credit Agreement.]

(a) Attached hereto are true and correct copies of the unaudited consolidated balance sheet of Holdings and its Subsidiaries as of the end of the fiscal quarter ended _____ and the related consolidated statements of income, shareholders' equity and cash flows for the period commencing on the first day and ending on the last day of such quarter, which are complete and accurate in all material respects and fairly present, in accordance with GAAP (subject to year-end audit adjustments and the absence of footnotes), the financial position, the results of operations and the cash flows of Holdings and the Subsidiaries.

or

[Use the following paragraph if this Certificate is delivered in connection with the monthly financial statements required by Section 7.01(b) of the Credit Agreement.]

(a) Attached hereto are true and correct copies of (i) the unaudited consolidated balance sheet of Holdings and its Subsidiaries as of the end of the fiscal month ended _____ and the related consolidated statements of income and cash flows for the period commencing on the first day and ending on the last day of such month, which are complete and accurate in all material respects and fairly present, in accordance with GAAP (subject to year-end audit adjustments, quarterly accounting adjustments, and the absence of footnotes), the consolidated financial position, the results of operations and the cash flows of Holdings and the Subsidiaries, (ii) a management commentary in respect of the financial condition and results of operations of

Holdings and its Subsidiaries for the financial statements delivered in accordance with the preceding clause (i), and (iii) a rolling 13-week consolidated operating budget for Holdings and its Subsidiaries, which budget states the assumptions used in the preparation thereof and represents Holdings' reasonable good faith estimates and assumptions as to future performance, which Holdings believes to be fair and reasonable as of the time made in light of then current and reasonably foreseeable business conditions (it being understood that forecasts and projections by their nature involve approximations and uncertainties).

(b) The undersigned has reviewed and is familiar with the terms of the Credit Agreement and has made, or has caused to be made under his/her supervision, a detailed review of the transactions and condition (financial or otherwise) of Holdings and its Subsidiaries during the accounting period covered by the attached financial statements.

(c) Holdings and its Subsidiaries, during such period, have observed, performed or satisfied all of the covenants and other agreements, and satisfied every condition in the Credit Agreement to be observed, performed or satisfied by Holdings and its Subsidiaries, and the undersigned has no knowledge of any Default or Event of Default.

(d) The representations and warranties of Holdings and the Company contained in Article VI of the Credit Agreement are true and correct as though made on and as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they shall be true and correct as of such date; and except that this notice shall be deemed instead to refer to the last day of the most recent year and fiscal quarter for which financial statements have then been delivered in respect of the representation and warranty made in Section 6.11(a) of the Credit Agreement).

[Use the following paragraph if this Certificate is delivered in connection with the quarterly financial statements required by Section 7.01(a) of the Credit Agreement.]

(e) The financial covenant analyses and information set forth on Schedule 1 attached hereto are true and accurate on and as of the date of this Certificate.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as the _____ of Holdings as of _____.

BUILDING MATERIALS HOLDING
CORPORATION

By:
Title:

Schedule 1
to Compliance Certificate

Effective Date of Calculation:	_____	
A. Section 8.16(a) – EBITDAR From Continuing Operations		
1. Total Sales From Continuing Operations for the applicable period	\$ _____	
2. Costs of Goods Sold From Continuing Operations for the applicable period	\$ _____	
3. Gross Profit From Continuing Operations for the applicable period (<i>Item B.1 minus Item B.2</i>)		\$ _____
4. Selling, General and Administrative Expenses From Continuing Operations for the applicable period		\$ _____
5. Depreciation expense and amortization expense for the applicable period	\$ _____	
6. Restructuring charges relating to the shutdown or relocation of facilities and other like charges	\$ _____	
7. Professional fees and costs attributable to the restructuring of Holdings' consolidated operations or the administration of the Bankruptcy Cases	\$ _____	
8. The lesser of <i>Item B.7</i> and \$15,000,000		\$ _____
9. Other nonrecurring items attributable to the restructuring of Holdings' consolidated operations as may from time to time be agreed to by the Administrative Agent in its reasonable discretion	\$ _____	
10. Non-cash impairment charges of goodwill and other intangibles	\$ _____	
11. Non-cash share based compensation costs	\$ _____	
12. The lesser of <i>Item B.11</i> and \$2,250,000		\$ _____
13. Severance and early retirement costs attributable to the restructuring of Holdings' consolidated operations	\$ _____	

14. The lesser of <i>Item B.13</i> and \$1,500,000		\$ _____
15. The write-off or write-down of fixed assets attributable to the restructuring of Holdings' consolidated operations	\$ _____	
16. The write-off or write-down of operating leases attributable to the restructuring of Holdings' consolidated operations	\$ _____	
17. <i>Sum of Items 5, 6, 8, 9, 10, 12, 14, 15, 16 (to the extent included in B.2 or to the extent included in B.4, and without duplication)</i>		\$ _____
EBITDA From Continuing Operations (<i>Item B.3 minus Item B.4 plus Item B.17</i>) shall not be less than \$ _____ as of the last day of the _____ months ending _____, 20__		\$ _____
<i>B. Section 8.10 – Lease Obligations</i>		
1. Obligations for payment of rent for any property under Operating Leases since beginning of current fiscal year, except for such payment obligations under any Operating Lease that has been rejected in the Bankruptcy Cases; shall not exceed \$35,000,000 in any fiscal year		\$ _____
<i>C. Section 8.18 – Capital Expenditures</i>		
1. Capital Expenditures shall not be greater than \$3,200,000 for Fiscal 2009, or \$5,000,000 for Fiscal 2010		\$ _____
<i>D. Section 8.08(f) – Contingent Obligations</i>		
1. Contingent Obligations with respect to Surety Instruments incurred in the Ordinary Course of Business shall not exceed \$75,000,000 in aggregate principal amount		\$ _____

June __, 2009

(415) 393-8200

C 08299-00087

(415) 986-5309

Wells Fargo Bank, National Association,
as Administrative Agent for the
Lenders party to the Credit
Agreement referred to below

Each of the Lenders party to
the Credit Agreement referred to below

Re: *Building Materials Holding Corporation -- Senior Secured Super-Priority
Debtor-in-Possession Credit Agreement dated June __, 2009*

Ladies and Gentlemen:

We have acted as counsel to Building Materials Holding Corporation, a Delaware corporation, as debtor-in-possession in the Bankruptcy Case (the "Company"), in connection with the Senior Secured Super-Priority Debtor-in-Possession Credit Agreement dated as of June __, 2009 (the "Credit Agreement") among the Company, as borrower, the Subsidiaries of the Company party thereto and listed on Schedule A hereto (such Subsidiaries, as debtors-in-possession in the Bankruptcy Case, the "Subsidiary Guarantors"), the lenders party thereto (the "Lenders") and Wells Fargo Bank, National Association, as Administrative Agent (the "Administrative Agent"; and, together with the Lenders, the "Lender Parties"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as therein defined.

In rendering this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction as being true copies, of the following documents and instruments:

- (i) the Credit Agreement, including the Schedules and Exhibits thereto;
- (ii) the Notes dated as of June __, 2009 (the "Notes") made by the Company payable to the order of the Lenders;

(iii) the Security Agreement dated as of June __, 2009 (the "Security Agreement") among the Company, the Subsidiary Guarantors and the Administrative Agent;

(iv) the Trademark Security Agreement dated as of June __, 2009 (the "Trademark Security Agreement") among the Company, the Subsidiary Guarantors and the Administrative Agent;

(v) the Restricted Account Agreement with respect to account number 4121914295 dated as of June __, 2009 ("Restricted Account Agreement 1") among the Company, the Subsidiary Guarantors and the Administrative Agent;

(vi) the Restricted Account Agreement with respect to account numbers 4121914204 and 4121914212 dated as of June __, 2009 ("Restricted Account Agreement 2", and, together with Restricted Account Agreement 1, the Control Agreements") among the Company, the Subsidiary Guarantors and the Administrative Agent;

(vii) the mortgages and trust deeds, each executed by the Company or a Subsidiary Guarantor, as the case may be, with respect to the properties listed on Schedule B hereto (collectively, the "Real Property Collateral Documents"); and

(viii) the financing statements on Form UCC1 naming the Company and each Subsidiary Guarantors, as debtors, and the Administrative Agent, as secured party, each to be filed in the respective governmental offices listed on Schedule C hereto (collectively, the "Financing Statements").

We have also reviewed a copy of (a) the Interim Order dated as of June __, 2009 of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") in In re: Building Materials Holding Corporation, et. al., Case No. 09-____ ("Bankruptcy Case") (I) Authorizing the debtors to (A) Obtain Postpetition Secured Financing, and (B) Utilize cash collateral, (II) Granting adequate protection to the Prepetition Lenders, (III) Modifying the Automatic Stay and (IV) Scheduling a Final Hearing (the "Interim Order") and (b) the docket of the Bankruptcy Court in the Bankruptcy Case (the "Case Docket").

The Credit Agreement, the Notes, the Security Agreement, the Trademark Security Agreement, the Control Agreements, and the Real Property Collateral Documents are collectively referred to herein as the "Financing Documents". The Real Property Collateral Documents with respect to the properties listed on Part I of Schedule B hereto are collectively referred to herein as the "California Trust Deeds". The Financing Documents, other than the Control Agreements and the Real Property Collateral Documents with respect to the properties listed on Part II of Schedule B hereto, are collectively referred to herein as the "Designated Financing Documents". The Company and the Subsidiary Guarantors are collectively referred to herein as the "Obligors". The personal property collateral described in the Security Agreement and the Trademark Security Agreement is collectively described as the "UCC Collateral". The

Uniform Commercial Code as enacted and in effect in the State of California is referred to herein as the "CUCC". The Uniform Commercial Code as enacted and in effect in the State of Delaware is referred to herein as the "DUCC". The CUCC and the DUCC are each referred to herein as a "UCC". All references to sections or other subparts of the CUCC include references to the equivalent provisions of the DUCC, unless the context otherwise requires. All terms defined in the UCC are used herein as defined therein.

We have assumed with your consent and without independent investigation that:

- a) The signatures on all documents examined by us are genuine and all individuals executing such documents had all requisite legal capacity and competency and (except in the case of documents signed on behalf of the Obligors) were duly authorized to do so; the documents submitted to us as originals are authentic and the documents submitted to us as certified or reproduction copies conform to the originals;
- b) There are no agreements or understandings between or among any of the parties to the Financing Documents or third parties that would expand, modify or otherwise affect the terms of the Financing Documents or the respective rights or obligations of the parties thereunder or that would modify, release, terminate, subordinate or delay the attachment of the security interest and liens granted thereunder (see Trident Center v. Connecticut General Life Insurance Company, 847 F.2d 564 (9th Cir. 1988));
- c) To the extent that the ability of the Administrative Agent to enforce remedies under the Financing Documents in respect of UCC Collateral comprised of inventory may be affected thereby, each Obligor is in compliance with the Fair Labor Standards Act (see Citicorp Industrial Credit, Inc. v. Brock, 483 U.S. 27, 107 S.Ct. 2694 (1987));
- d) Each Obligor has, and will have at all times relevant to this opinion, rights in the UCC Collateral within the meaning of Section 9203(b)(2) of the CUCC;
- e) The legal description of the real property encumbered by the California Deeds of Trust is legally sufficient to enable a subsequent purchaser or mortgagee to identify such property;
- f) The California Deeds of Trust will be properly recorded in the official records of the counties in which the real properties encumbered thereby are located in accordance with applicable law;
- g) All applicable recording, stamp or similar will be paid in respect of the California Deeds of Trust;

- h) With reference to the requirements for certain exemptions from the restrictions of Section 1 of Article XV of the Constitution of the State of California relating to rates of interest upon loans or forbearances, each Lender Party is (i) a national bank, (ii) a California bank, (iii) a foreign (other state) bank, (iv) a foreign (other nation) bank that has assets at least equal to \$100 million, is licensed to maintain an office in California, is licensed or otherwise authorized by another state to maintain an agency or branch office in that state, or which maintains a federal agency or federal branch in any state; (v) a subsidiary of a bank holding company within the meaning of Chapter 17 of Title 12 of the United States Code; (vi) a finance lender licensed under Section 22000 et seq. of the Financial Code of the State of California; or (vii) a person which, for purposes of Section 25118 of the Corporations Code of the State of California, has the capacity to protect its own interests in connection with the transactions contemplated by the Financing Documents;
- i) The Lender Parties have acted in good faith and without notice of any fact which has caused such Lender Parties to reach any conclusion contrary to any of the conclusions provided in this opinion; and
- j) The Interim Order has been entered by the Bankruptcy Court and has not been amended, stayed, vacated, rescinded or superseded.

In rendering this opinion, we have made such inquiries and examined, among other things, originals or copies, certified or otherwise identified to our satisfaction, of such records, agreements, certificates, instruments and other documents as we have considered necessary or appropriate for purposes of this opinion. As to certain factual matters, we have relied to the extent we deemed appropriate and without independent investigation upon the representations and warranties of the Obligors in the Financing Documents, certificates of officers of the Obligors (collectively, the "Officers' Certificate") or certificates obtained from public officials and others.

Based on the foregoing and in reliance thereon, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that:

1. Each Obligor is a validly existing corporation or limited liability company, as the case may be, in good standing under the laws of its state of incorporation or formation and, subject to the limitations imposed by the Bankruptcy Code, has all requisite corporate or limited liability company power to execute and deliver the Financing Documents to which it is a party and to perform its obligations thereunder .

2. Subject to the entry of the Interim Order into the Case Docket, the execution and delivery by each Obligor of the Financing Documents to which it is a party, and the performance of its obligations thereunder, have been duly authorized by all necessary corporate

or limited liability company action. Each Financing Document has been duly executed and delivered by each Obligor party thereto.

3. Subject to the entry of the Interim Order into the Case Docket and subject to the terms and conditions thereof, each Designated Financing Document constitutes a legal, valid and binding obligation of each Obligor party thereto, enforceable against it in accordance with its terms.

4. Assuming the loans and other credit extensions under the Credit Agreement are used for the purposes set forth therein and the Interim Order has been entered into the Case Docket and is in effect, the execution and delivery by each Obligor of the Financing Documents to which it is a party, and the performance of its obligations thereunder, do not violate the certificate or articles of incorporation or bylaws or limited liability company agreement, as the case may be, of any such Obligor.

5. Assuming the loans and other credit extensions under the Credit Agreement are used for the purposes set forth therein and the Interim Order has been entered into the Case Docket and is in effect, the execution and delivery by each Obligor of the Financing Documents to which it is a party, and performance of its obligations thereunder, do not (i) violate, or require any filing with or approval of any governmental authority or regulatory body of the State of California or the United States of America (other than the Bankruptcy Court) under, any law or regulation of the State of California or the United States of America applicable to such Obligor that, in our experience, is generally applicable to transactions in the nature of those contemplated by the Financing Documents, or (ii) violate the Delaware General Corporation Law or Delaware Limited Liability Company Act, except in each case for filings required for the perfection of Liens.

6. No Obligor is required to register as an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

7. Assuming the Interim Order has been entered into the Case Docket and is in effect, each Obligor has granted a valid security interest in favor of the Administrative Agent, for the benefit of the Lender Parties, in its interests in the UCC Collateral described in the Security Agreement and Trademark Security Agreement, securing the performance of the obligations purported to be secured thereby, to the extent a security interest can be created therein under Division 9 of the CUCC (such security interest being referred to herein as the "Security Interest"). Upon the entry of the Interim Order into the Case Docket, the Security Interest in the interests of each Obligor in the UCC Collateral will be perfected by the entry of the Interim Order. The Financing Statements are in proper form for filing in the governmental offices indicated on Schedule C.

8. Each California Trust Deed is in proper form for recording in the real property records in the respective California counties where the real property encumbered thereby is located. Upon the entry of the Interim Order into the Case Docket, each California

Trust Deed will create a valid and enforceable lien on the "Subject Property" described therein, securing the performance of the obligations purported to be secured thereby.

The foregoing opinions are subject to the following exceptions, qualifications and limitations:

A. We render no opinion herein as to matters involving the laws of any jurisdiction other than (i) the State of California, (ii) the United States of America and (iii) for purposes of Paragraphs 1, 2, 4 and 5(ii) above the Delaware General Corporation Law, the Delaware Limited Liability Company Act and the DUCC. We are not admitted to practice in the State of Delaware; however, we are generally familiar with the Delaware General Corporation Law, the Delaware Limited Liability Company Act and the DUCC as currently in effect and have made such inquiries as we consider necessary to render the opinions contained in Paragraph 1, 2, 4 and 5(ii) above. We have assumed without independent investigation that the limited liability company agreement of each Obligor that is a Delaware limited liability company constitutes a legal, valid and binding obligation of each party thereto, enforceable against such party in accordance with its terms. This opinion is limited to the effect of the present state of the laws of the State of California, the United States of America and, to the limited extent set forth above, the State of Delaware and the facts as they currently exist. We assume no obligation to revise or supplement this opinion in the event of future changes in such laws or the interpretations thereof or such facts. we express no opinion regarding the Securities Act of 1933, as amended (the "Securities Act"), or any other federal or state securities laws or regulations.

B. Our opinions set forth in Paragraphs 3 and 7 are subject to (i) the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the rights and remedies of creditors generally (including, without limitation, the effect of statutory or other laws regarding fraudulent transfers or preferential transfers), (ii) general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance, injunctive relief or other equitable remedies, regardless of whether enforceability is considered in a proceeding in equity or at law, (iii) the qualification that certain default remedies provided in the Financing Documents may not be enforceable, but (subject to the limitations set forth in the foregoing clauses (i) and (ii), and elsewhere in this opinion) we believe that the inclusion of such provisions that may not be enforced, as opposed to any attempt to enforce same, will not in and of itself render the Financing Documents invalid or unenforceable as a whole, and (iv) the provisions of (a) Article Sixth of the Certificate of Incorporation of each of the Company and BMC West Corporation and (b) Article X of the Certificate of Incorporation of each of C Construction, Inc., TWF Construction, Inc., and SelectBuild Construction, Inc.

C. We express no opinion regarding the effect on the enforceability of the Credit Agreement or other Financing Documents against, or on the ability of a secured party to realize upon collateral security pledged or granted by, any Subsidiary Guarantor or any other "surety" (which could include a co-borrower jointly liable for loans extended to another co-borrower, a hypothecator of property to secure obligations owed by another person or a

common creditor that has subordinated obligations owing to it), of any facts or circumstances that would constitute a defense to the obligation of a surety (including without limitation any defense that may arise out of rights of a guarantor or other surety under California Civil Code Sections 2787 through 2855, inclusive), unless such defense has been waived effectively by such Subsidiary Guarantor or other surety. Without limiting the generality of the foregoing, a surety may have exoneration rights in any setting where a creditor proceeds against the principal obligor or any security in a manner that impairs a surety's right of reimbursement under Civil Code Section 2847 or right of subrogation under Civil Code Sections 2848 and 2849, see, e.g., Krueger v. Bank of America, 145 Cal. App. 3d 204 (1983); Union Bank v. Gradsky, 265 Cal. App. 2d 140 (1968). We also call to your attention that (i) there is law to the effect that a continuing guaranty may be revoked at any time by a guarantor or other surety, with respect to future transactions, unless there is a continuing consideration as to such transactions which the guarantor does not renounce, see Civil Code Section 2815; Sumitomo Bank of California v. Iwasaki, 70 Cal 2d 81, 447 P. 2d 956, 73 Cal. Rptr. 564 (1968); Pearl v. GMAC, 13 Cal. App. 4th 1023, 15 Cal. Rptr. 2d 805 (1993), and (ii) a creditor may have a duty to disclose certain facts to a guarantor, see Sumitomo Bank of California v. Iwasaki, supra.

D. We express no opinion with respect to the legality, validity, binding nature or enforceability of (i) any waiver of unknown future rights or any waiver of rights existing, or duties owed, that is broadly or vaguely stated or does not describe the right or duty purportedly waived with reasonable specificity, (ii) any waivers or consents (whether or not characterized as a waiver or consent in the Financing Documents) relating to the rights of any Obligor or duties owing to it existing as a matter of law, including, without limitation, waivers of the benefits of statutory or constitutional provisions, to the extent such waivers or consents may be found by a court to be against public policy or which are ineffective pursuant to California statutes and judicial decisions, (iii) any waivers of any statute of limitations to the extent such waivers are in excess of four years beyond the statutory period, (iv) provisions in the Financing Documents that may be construed as imposing penalties or forfeitures, late payment charges or an increase in interest rate, upon delinquency in payment or the occurrence of a default, (v) the availability of damages or other remedies not specified in the Financing Documents in respect of breach of covenants (other than covenants relating to the payment of principal, interest, indemnities and expenses), (vi) any power of attorney granted under the Financing Documents, (vii) any rights of setoff under California law (other than such as are provided by Section 3054 of the Civil Code of the State of California, as interpreted by applicable judicial decisions), (viii) any provision purporting to establish evidentiary standards, (ix) any provision in any Financing Document waiving the right to object to venue in any court, (x) any agreement to submit to the jurisdiction of any Federal Court, or (xi) any waiver of the right to jury trial.

E. We express no opinion with respect to the legality, validity, binding nature or enforceability of any provision of the Financing Documents (i) to the effect that rights or remedies are not exclusive, that every right or remedy is cumulative and may be exercised in addition to any other right or remedy, that the election of some particular remedy does not preclude recourse to one or more others or that failure to exercise or delay in exercising rights or

remedies will not operate as a waiver of any such right or remedy or (ii) requiring written amendments or waivers of such documents insofar as it suggests that oral or other modifications, amendments or waivers could not be effectively agreed upon by the parties or that the doctrine of promissory estoppel might not apply.

F. We express no opinion as to the legality, validity, binding nature or enforceability (i) of provisions relating to indemnification, exculpation or contribution, to the extent such provisions may be held unenforceable as contrary to public policy or federal or state securities laws or due to the active or passive negligence or willful misconduct of the indemnified party, (ii) of any provision of any Financing Document insofar as it provides for the payment or reimbursement of costs and expenses or for claims, losses or liabilities in excess of a reasonable amount determined by any court or other tribunal or (iii) regarding any Lender Party's ability to collect attorneys' fees and costs in an action involving the Financing Documents if the Lender Party is not the prevailing party in such action (we call your attention that, under California law, where a contract permits one party thereto to recover attorneys' fees, the prevailing party in any action to enforce any provision of the contract shall be entitled to recover its reasonable attorneys' fees).

G. We express no opinion as to (i) any waivers or variations of rights of a debtor, including a guarantor, or duties of a secured party under provisions referred to in Section 9602 of the CUCC or (ii) any provision in the Security Agreement or Trademark Security Agreement (A) that may be deemed to permit the Administrative Agent or any other person to sell or otherwise foreclose upon any UCC Collateral, or to apply the proceeds thereof, except in compliance with the CUCC, applicable laws of the United States and other applicable state and local laws, or (B) that may be deemed to impose on the Administrative Agent standards for the care of the UCC Collateral in the possession or control of the Administrative Agent that would violate Section 9207 or 9208 of the CUCC or to render such standards inapplicable. Without limitation of clause (ii)(A), we express no opinion with respect to any provision to the extent that it authorizes the Lender Parties to purchase UCC Collateral at a private sale, if such Collateral is neither customarily sold in a recognized market nor the subject of widely distributed standard price quotations. We call to your attention that Section 9611, Section 9612 and Section 9613 of the CUCC include requirements for notice in connection with a private sale or other disposition of UCC Collateral as well as a public sale, unless the UCC Collateral is perishable or threatens to decline speedily in value or is a type customarily sold in a recognized market.

H. Our opinion is subject to the effect of Section 552 of the United States Bankruptcy Code (limiting security interests in property acquired after the commencement of a case under the United States Bankruptcy Code). We call to your attention that under the provisions of the CUCC certain third parties, such as buyers and lessees of goods in the ordinary course of business, licensees of general intangibles (including software) in the ordinary course of business, holders in due course of negotiable instruments, protected purchasers of securities or certain purchasers of security entitlements or financial assets, could acquire an interest in the

UCC Collateral free of the security interests of the Lender Parties, even though such security interests are perfected.

I. We express no opinion with respect to (i) the existence, non-existence or value of any UCC Collateral, (ii) any part of the UCC Collateral that is or may be such that a security interest therein is not covered by Division 9 of the CUCC by virtue of Section 9109 and (iii) the perfection of the security interests in any portion of the UCC Collateral, including deposit accounts, goods covered by a certificate of title (such as automobiles), patents, trademarks, copyrights, letter-of-credit rights, insurance policies (other than health care insurance receivables), approved air contaminant emission reductions (Sections 40709 to 40713, inclusive of Health and Safety Code) and money, to the extent that filing of a financing statement is not or may not be sufficient to perfect a security interest therein (whether as a result of requirements for control or possession of such collateral, the applicability of preemptive United States laws or of certificate of title statutes or otherwise). Without limitation, certain remedies otherwise available under the CUCC in regard to accounts included in the UCC Collateral may not be available with respect to accounts owing by the United States Government, or a department, agency or instrumentality thereof, as to which the procedures specified in the Federal Assignment of Claims Act have not been completed. We further express no opinion as to any license contained in the Security Agreement or the Trademark Security Agreement, as the case may be, to use patents, trademarks or copyrights in connection with the exercise of remedies against UCC Collateral that are not owned by any Obligor.

J. We express no opinion with respect to (i) the adequacy or accuracy of the descriptions of the UCC Collateral contained in the Security Agreement, the Trademark Security Agreement, the Financing Statements or in any document prepared in connection with any of the foregoing, except for the legal adequacy of descriptions of UCC Collateral (A) to the extent that such descriptions consist of the collateral types defined in the CUCC (other than commercial tort claims) and (B) contained in Financing Statements to the extent such descriptions consist of "all assets" or "all personal property", (ii) the enforceability or perfection of any security interest in the proceeds of any UCC Collateral other than pursuant to Section 9315 of the UCC of the relevant Perfection States, (iii) any security interest in consumer goods or commercial tort claims or (iv) perfection (or the law governing perfection) of any security interest in timber to be cut or as-extracted collateral (including oil, gas and other minerals).

K. We express no opinion with respect to the attachment, perfection or priority (and therefore no opinion as to the respective rights of any third party, creditor or encumbrancer, as against the rights of the Lender Parties) of any security interest or lien created by the Financing Documents, except as expressly covered by our opinion in Paragraphs 7 and 8 above.

L. Our opinions set forth in Paragraphs 3 and 7 above are subject to the following qualifications: (i) the Administrative Agent may not be entitled to vote the equity interests included in the UCC Collateral (the "Pledged Equity Interests") or to receive dividends or other distributions directly from the issuer thereof prior to becoming the record holder of the Pledged Equity Interests; (ii) none of the Pledged Equity Interests or any interest therein may be

sold or further transferred by the Administrative Agent without registration under the Securities Act, except pursuant to an exemption from registration contained in such Act, and qualification or exemption from qualification under any applicable State securities or Blue Sky laws; and (iii) compliance with the Hart-Scott-Rodino Antitrust Improvements Act of 1976 may be required prior to the exercise of any remedies under the Financing Documents with respect to the Pledged Equity Interests.

M. With respect to our opinions set forth in Paragraphs 3 and 7, we have assumed that none of the equipment subject to the Security Agreement constitutes an interest in real property within the meaning of Code of Civil Procedure Sections 580a, 580d or 728. If the equipment were found to be real property, notwithstanding such characterization of the parties, then the enforceability of the Financing Documents could be affected by the provisions of applicable law governing enforcement of obligations secured by real property.

N. We further advise you of limitations imposed by California law and court decisions relating to the strict enforcement of certain covenants in debt instruments absent a showing of damage to the lender, impairment of the value of collateral or impairment of a borrower's ability to pay (such covenants may include, without limitation, covenants to provide reports or notices, provisions relating to the application of insurance or condemnation proceeds without regard to impairment of the value of the collateral, covenants relating to the maintenance of insurance, and covenants relating to the rights or remedies of a lessor under a lease that may constitute collateral for a loan); *see e.g.*, Freeman v. Lind, 181 Cal. App. 3d 791, 226 Cal. Rptr. 515 (1986); Kreshek v. Sperling, 157 Cal. App. 3d 279, 204 Cal. Rptr. 30 (1984); Schoolcraft v. Ross, 81 Cal. App. 3d 75, 146 Cal. Rptr. 57 (1978); Milstein v. Security Pacific National Bank, 27 Cal. App. 3d 482, 103 Cal. Rptr. 16 (1972) (we do note, however, the effect of Civil Code Section 2924.7 which generally permits enforcement of trust deed provisions permitting a beneficiary to receive and control the disbursement of insurance proceeds or to accelerate the indebtedness secured thereby if a trustor fails to maintain required insurance coverage without regard to the value of the underlying security); and, in addition, the effect of certain California court decisions indicating that a California court would probably refuse to give strict and literal effect to provisions (including upon a change of control) accelerating indebtedness under certain circumstances, if it concluded that enforcement of such clauses, on the basis of the facts and circumstances then before such court, was not reasonably necessary to protect against impairment of a lender's security or the risk of default. Depending on the particular facts of such a hypothetical instance, such refusal might rest on one or more public policies as expressed in the statutes and appellate authorities in California disfavoring forfeitures, penalties and restraints against, or the imposition of burdens upon, the alienation of property.

O. We express no opinion as to the applicability to, or the effect of noncompliance by, any Lender Party with any state or federal laws applicable to the transactions contemplated by the Financing Documents because of the nature of the business of such Lender Party.

P. We have assumed without independent verification that the list of the names and addresses of creditors to whom notice of the Interim Order was given was accurate and the notice given under the circumstances was adequate.

Q. Our opinions are subject to the effect of the California "one-form-of-action" rule (Section 726 of the Code of Civil Procedure), which provides that any lawsuit to recover on a debt or other right secured by a mortgage or deed of trust on real (or real and personal) property must be in accordance with the provisions of that section relating to the sale of the encumbered property, application of proceeds, rendition in certain cases of a deficiency judgment and other related matters. Without limiting the generality of the foregoing, we advise you that: (i) the "one-form-of-action" rule has been interpreted by California courts as a defense to any judicial action on indebtedness secured in whole or in part by a lien on real property except for judicial foreclosure of the lien on all of the real and personal property security; (ii) the taking of judgment in any action (including a judgment in an action in another state (Ould v. Stoddard, 54 Cal. 613 (1880)) will discharge the lender's lien with respect to all security not included in the action leading to such judgment; and (iii) the exercise of a right of set off (but not including enforcement of a perfected security interest in accordance with the CUCC) by a secured party has been interpreted by California courts as a failure to comply with the "one-form-of-action" rule, in certain circumstances effectively preventing the secured party from thereafter foreclosing on its security or proceeding against the obligor for any deficiency. See, e.g., Security Pacific National Bank v. Wozab, 51 Cal. 3d 991, 800 P.2d 557, 275 Cal. Rptr. 201 (1990).

R. We further advise you of sections 726.5 and 736 of the California Code of Civil Procedure, dealing with the exercise of remedies and recovery of certain costs and expenses when real property collateral is environmentally impaired. While this legislation has not yet been the subject of judicial interpretation, we believe that the Agent satisfies the conditions and requirements set forth in such legislation and should be able to recover costs and expenses that are permitted to be recovered under such provisions.

S. Our opinions are subject to the effect of the California anti-deficiency and fair value statutes (Sections 580a-580d of the California Code of Civil Procedure) including, without limitation, Section 580d of the California Code of Civil Procedure, which provides that no deficiency judgment against a debtor for an obligation secured in whole or in part by real property may be obtained in any action after a power of sale has been used to sell any of the real property securing the obligation. Under Section 580d, California courts may not allow a deficiency judgment against a debtor after a creditor, secured by real property both in California and in another state, has realized upon any of the real property collateral located outside of California. In order to obtain a deficiency judgment against a debtor on obligations secured by real property, California statutes provide, among other things, (i) that the holder of such debt must first judicially foreclose the debtor's interest in the security in strict accordance with the statutory procedures, (ii) that the holder's deficiency judgment against the debtor after a judicial foreclosure sale will be based upon a judicially supervised appraisal of the security or the actual

sale price, whichever is higher, and (iii) that the debtor will have a right to redeem the security from the purchaser after any judicial foreclosure for a specified period after the sale. However, there is authority to the effect that a deficiency judgment, obtained in a court in another state following a nonjudicial foreclosure sale (i.e. pursuant to a power of sale) of real property located in California, does not provide a basis for an exception to the "full faith and credit" clause of the United States Constitution and does not prevent entry of judgment in California on the other state judgment pursuant to Sections 1714.10-1714.65 of the California Code of Civil Procedure. United Bank of Denver v. K & W Trucking Company, Inc., 147 Cal.App.3d 217, 195 Cal. Rptr. 49 (1983); see also Sanpietro v. Collins, 250 Cal. App. 3d 203, 58 Cal. Rptr. 219 (1967) (rejecting the argument that Section 580b of the California Code of Civil Procedure provided a defense to the enforcement in California of an Arizona judgment obtained after foreclosure on Arizona property).

T. Our opinions are subject to the effect of (i) Section 2924 through Section 2924h of the California Civil Code, specifying the manner of foreclosure of real property collateral and permitting the borrower and certain other persons having an interest in the property being foreclosed for a specified period of time to reinstate the obligation secured by such property; (ii) the effect of certain provisions of the California Code of Civil Procedure and the effect of Sections 2903 through 2905 of the California Civil Code, which grant certain rights of redemption in the event of a judicial foreclosure of any California Deed of Trust, (iii) the effect of California Civil Code Sections 2954.1 and 2955, which impose certain limitations on the impounding of taxes and insurance premiums, and the location and manner of investment of any funds so impounded and (iv) the effect of California Civil Code Section 2955.5, which imposes certain limitations on the amount of hazard insurance that a lender may require and requires the lender to disclose those limitations to the borrower in writing before execution of any note or security documents.

U. The use of insurance and condemnation proceeds by the beneficiaries under the California Deeds of Trust is limited by Section 1265.225 of the Code of Civil Procedure (in the case of condemnation awards) and by California case law (in the case of both condemnation proceeds and insurance awards).

V. We have not made or undertaken to make any investigation of and we express no opinion with respect to the description of the "Subject Property" in any California Deed of Trust, title to the Subject Property or the priority of any liens thereon. Instead, we understand that the Lender Parties will rely exclusively upon title policies issued by Chicago Title Insurance Company with respect to the description of the Subject Property, the state of title thereto and the priority of the lien of any California Deed of Trust. We have not made or undertaken to make any investigation concerning the factual and technical aspects of any Subject Property and improvements thereon and we express no opinion as to the compliance with law of the construction on or operation of any Subject Property and improvements thereon or the obtaining or necessity of obtaining any licenses or permits therefor, whether in the event of sale

or disposition of such real property by the trustee under any California Deed of Trust or otherwise.

W. Our opinions with respect to the effectiveness of any "after-acquired property" clauses contained in any California Deed of Trust are subject to the fact that liens on such after-acquired property which constitutes real property may only be effective against third parties from and after the date on which appropriate amendments to such California Deed of Trust specifically describing such after-acquired property are executed, delivered and properly recorded.

X. Enforcement of the restrictions on further encumbrances contained in any California Deed of Trust may be limited by California judicial decisions that prohibit the enforcement of such restrictions contained in Financing Documents secured by real property, unless such security is impaired. In Section 341 of the Garn-St. Germain Depository Institutions and Deregulation Act of 1982 (the "Garn Act"), the United States Congress has provided that, with certain exceptions and notwithstanding any provision of the constitution, laws or judicial decisions of a state to the contrary, a lender may enter into and enforce a "due-on-sale" clause with respect to a real property loan. We note that although the Garn Act preempts California law and authorizes the enforcement of certain due-on-sale provisions contained in such Financing Documents, subject to specified exceptions, at this time it remains unclear whether the Garn Act is applicable to transfers of interests or control in a borrower.

Y. We note that with respect to the assignment of rents included in each California Deed of Trust, provisions in commercial space leases purporting to prohibit or restrict assignment or subletting are subject to the effect of California Civil Code Sections 1997.010 et seq. Under these provisions, an Obligor may be precluded, as a matter of law, from withholding its consent to any assignment or subletting or otherwise enforcing any lease provision purporting to preclude any unconsented assignment or subletting. We express no opinion as to any provision of any California Deed of Trust that requires the relevant Obligor to enforce the terms of all leases assigned thereby and the obligations of each lessee thereunder, as well as any guaranties thereof, to the extent that the provisions of such leases are not enforceable under applicable law.

This opinion is rendered as of the date hereof to the Lender Parties in connection with the Financing Documents and may not be relied upon by any person other than the Lender Parties or by the Lender Parties in any other context. The Lender Parties may not furnish this opinion or copies hereof to any other person except: (i) to bank examiners and other regulatory authorities should they so request in connection with their normal examinations, (ii) to the independent auditors and attorneys of the Lender Parties, (iii) pursuant to order or legal process of any court or governmental agency, (iv) in connection with any legal action to which any Lender Party is a party arising out of the transactions contemplated by the Financing Documents, or (v) any potential permitted assignee of or participant in the interest of any Lender Party under the Financing Documents for its information. Notwithstanding the foregoing, parties referred to in clause (v) of the immediately preceding sentence who become Lenders after the date hereof may

Wells Fargo Bank, National Association,
as Administrative Agent, et al.
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rely on this opinion as if it were addressed to them (provided that such delivery shall not constitute a re-issue or reaffirmation of this opinion as of any date after the date hereof). This opinion may not be quoted without the prior written consent of this Firm.

Very truly yours,

SCHEDULE A - SUBSIDIARY GUARANTORS

BMC West Corporation, a Delaware corporation

SelectBuild Construction, Inc., a Delaware corporation

C Construction, Inc., a Delaware corporation

TWF Construction, Inc., a Delaware corporation

H.N.R. Framing Systems Inc., a California corporation

SelectBuild Arizona, LLC, a Delaware limited liability company

SelectBuild Nevada, Inc., a Delaware corporation

SelectBuild Northern California, Inc., a Delaware corporation

SelectBuild Southern California, Inc., a Delaware corporation

SelectBuild Illinois, LLC, a Delaware limited liability company

Illinois Framing, Inc., LLC, a Delaware corporation

**SCHEDULE B - LOCATIONS WITH RESPECT TO REAL PROPERTY COLLATERAL
DOCUMENTS**

PART I

State	Location Name	Street Address
CA	Fresno	1330 North Maple Avenue
CA	Hanford (Land)	10701 Idaho Avenue
CA	Merced	398 West 16th Street
CA	Modesto	4237 Murphy Road
CA	Modesto Truss	2724 Nathan Avenue

PART II

State	Location Name	Street Address
AZ	BBP Chandler (Land)	E of SWC of Arizona Ave. & Riggs Rd. APN 303-58-972A
AZ	BBP 70th Glendale	7777 North 70th Avenue
AZ	BBP Tucson	4749 South Irving
AZ	KBI Glendale	6840 Frier Drive
AZ	KBI Topline Windows Glendale	10883 West Northview Avenue
AZ	KBI Tucson	3911 North Highway Drive
CO	Colorado Springs	870 Paonia Street
CO	Denver Centennial	7272 South Eagle Street
CO	Denver Door	7881 South Wheeling Court

State	Location Name	Street Address
CO	Denver Reload	1031 West Mississippi
CO	Fort Lupton Truss	1241 Denver Avenue
CO	Greeley	500 27th Street
CO	Pueblo Millwork	2700 West 4th Street
FL	WBC Sunrise	5555 Nob Hill Road
ID	Boise	11670 West Franklin Road
ID	Caldwell	Lots 6, 7, 8, 9 Sky Ranch Subdivision
ID	Idaho Falls	1425 North Holmes Avenue
ID	Idaho Falls Truss	3715 Bombardier Avenue
ID	Idaho Falls Millwork	1550 Bennett Avenue
ID	McCall Truss	14054 Burr Drive
ID	Rexburg	202 West Main Street
ID	Shelley	580 North State Street
MT	Helena	3200 US Highway 12 East
MT	Helena Truss	790 Nicole Street
MT	Helena (Land)	Located on Prickly Pear Simmental Ranch (2515 Canyon Ferry Rd) Helena School Tracts blk 7,8,11,12,15,16 south of York Rd
MT	Kalispell Truss	140 Industrial Court
MT	Kalispell Door	448 Ash Road
MT	Missoula	7320 Expressway
NV	Carson Valley Truss	2587 Business Parkway

State	Location Name	Street Address
NV	KBI Las Vegas (Land)	Range Road (I)
NV	KBI Las Vegas (Land)	Range Road (II)
OR	Sherwood Truss	20285 Cipole Road
TX	Abilene	2025 Industrial Boulevard
TX	Cedar Park (Land)	Lot 1 Block A, BMC Lumber Subd Number 1, Williamson County
TX	Cedar Park Millwork	1920 East Whitestone Boulevard
TX	Coppell Marvin	425 Airline Drive
TX	El Paso	1366 Lomaland Drive
TX	El Paso Truss	12121 Dyer Road
TX	Frisco	7065 County Road 712
TX	Houston	16002 Tomball Parkway
TX	Houston (Land)	7355 West Road
TX	Hurst	104 East Hurst Boulevard
TX	Hurst Truss	121 South Norwood Drive
TX	Killeen	1000 East Veterans Memorial Blvd
TX	New Braunfels Millwork	3620 Highway FM 482
TX	Rosenberg	239 Highway 36 North
TX	Rosenberg Millwork	1319 State Spur 529
UT	Ogden	2380 South 1900 West
UT	Orem	117 South 1600 West
UT	Salt Lake City	7902 South 1410 West

State	Location Name	Street Address
WA	Everett	3200 35th Avenue NE
WA	Issaquah	5210 East Lake Sammamish Parkway SE
WA	Tacoma Truss	9721 40th Avenue SW
WA	Vancouver	11316 NE Highway 99

SCHEDULE C – FILING LOCATIONS

<u>Obligor</u>	<u>Jurisdiction</u>	<u>Filing Office</u>
Building Materials Holding Corporation	Delaware	Secretary of State
BMC West Corporation	Delaware	Secretary of State
SelectBuild Construction, Inc.	Delaware	Secretary of State
C Construction, Inc.	Delaware	Secretary of State
TWF Construction, Inc.	Delaware	Secretary of State
H.N.R. Framing Systems Inc.	California	Secretary of State
SelectBuild Arizona, LLC	Delaware	Secretary of State
SelectBuild Nevada, Inc.	Delaware	Secretary of State
SelectBuild Northern California, Inc.	Delaware	Secretary of State
SelectBuild Southern California, Inc.	Delaware	Secretary of State
SelectBuild Illinois, LLC	Delaware	Secretary of State
Illinois Framing, Inc.	Delaware	Secretary of State

EXHIBIT D

FORM OF ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between the each Assignor identified in item 1 below (the "Assignor") and the Assignee identified in item 2 below (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including without limitation any letters of credit and guarantees included in such facilities) and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by the Assignor to the Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Each such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor: _____

2. Assignee: _____

[for Assignee, indicate [Affiliate][Approved Fund] of [*identify Lender*]

3. Borrower(s): Building Materials Holding Corporation
4. Administrative Agent: Wells Fargo Bank, National Association, as the administrative agent under the Credit Agreement

5. Credit Agreement: The Senior Secured Super-Priority Debtor-in-Possession Credit Agreement, dated as of June [], 2009 among Borrower, BMC West Corporation and certain other affiliates of Borrower, as guarantors, the financial institutions from time to time party thereto and Wells Fargo Bank, National Association, as issuing bank of certain letters of credit and as Administrative Agent.

6. Assigned Interest:

Facility Assigned ¹	Aggregate Amount of Commitment/ Loans for all Lenders ²	Amount of Commitment/ Loans Assigned ³	Percentage Assigned of Commitment/ Loans ³	CUSIP Number
	\$	\$	%	
	\$	\$	%	
	\$	\$	%	

[7. Trade Date: _____]⁴

[Page break]

¹ Fill in the appropriate terminology for the types of facilities under the Credit Agreement that are being assigned under this Assignment (e.g. "Revolving Commitment," etc.)

² Amount to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

³ Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

⁴ To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

Effective Date: _____, 20____ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Title:

[Consented to and]⁵ Accepted:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: _____
Title:

[Consented to:]⁶

BUILDING MATERIALS HOLDING
CORPORATION

By: _____
Title:

⁵ To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

⁶ To be added only if the consent of the Borrower and/or other parties (e.g. Issuing Bank) is required by the terms of the Credit Agreement.

ANNEX 1

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all the requirements to be an assignee under Section 11.06(b) of the Credit Agreement (subject to such consents, if any, as may be required under Section 11.06(b) of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 7.01 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest, and (vii) if it is a Foreign Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan

Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of California.

EXHIBIT E

FORM OF NOTE

U.S. \$ _____

FOR VALUE RECEIVED, the undersigned, BUILDING MATERIALS HOLDING CORPORATION, a Delaware corporation ("Holdings"), hereby promises to pay to the order of _____ (the "Lender") the principal sum of _____ Dollars (\$ _____) or, if less, the aggregate unpaid principal amount of all Revolving Loans made by the Lender to Holdings pursuant to the Senior Secured Super-Priority Debtor-in-Possession Credit Agreement, dated as of June [____], 2009 (as extended, renewed, amended or restated from time to time, the "Credit Agreement"), among Holdings, BMC West Corporation (the "Company") and certain other affiliates of Holdings, as guarantors, the several financial institutions from time to time party thereto (the "Lenders") and Wells Fargo Bank, National Association, as issuing bank of certain letters of credit (in such capacity, the "L/C Issuer"), and as administrative agent (in such capacity, the "Administrative Agent"), on the dates and in the amounts provided in the Credit Agreement. Holdings further promises to pay interest on the unpaid principal amount of the Revolving Loans evidenced hereby from time to time at the rates, on the dates, and otherwise as provided in the Credit Agreement.

The Lender is authorized to endorse the amount of each Revolving Loan, the date on which each Revolving Loan is made, and each payment of principal with respect thereto on the schedule annexed hereto and made a part hereof, or on continuations thereof which shall be attached hereto and made a part hereof; provided that any failure to endorse such information on such schedule or continuation thereof shall not in any manner affect any obligation of Holdings under the Credit Agreement and this promissory note (this "Note").

This Note is one of the Notes referred to in, and is entitled to the benefits of, the Credit Agreement, which Credit Agreement, among other things, contains provisions for acceleration of the maturity hereof upon the happening of certain stated events and also for prepayments on account of principal hereof prior to the maturity hereof upon the terms and conditions therein specified.

This Note is secured by certain Collateral more specifically described in the Credit Agreement and the Collateral Documents.

Terms defined in the Credit Agreement are used herein with their defined meanings therein unless otherwise defined herein.

This Note shall be governed by, and construed and interpreted in accordance with, the laws of the State of California.

BUILDING MATERIALS HOLDING
CORPORATION

By _____
Name:
Title:

SCHEDULE
to Revolving Note

Date Loan Disbursed	Amount of Loan	Principal Payment	Date Principal Paid

EXHIBIT F

FORM OF ADDITIONAL GUARANTOR ASSUMPTION AGREEMENT

Date: _____

To each of the Lenders party to the Credit Agreement referred to below, and to Wells Fargo Bank, National Association, as Administrative Agent

Ladies and Gentlemen:

This Additional Guarantor Assumption Agreement, dated as of _____, is made and delivered pursuant to Section 7.13 of that certain Senior Secured Super-Priority Debtor-in-Possession Credit Agreement, dated as of June [], 2009 (as extended, renewed, amended or restated from time to time, the "Credit Agreement"), among Building Materials Holding Corporation ("Holdings"), BMC West Corporation (the "Company") and certain other affiliates of Holdings, as guarantors, the several financial institutions from time to time party thereto and Wells Fargo Bank, National Association, as issuing bank of certain letters of credit (in such capacity, the "L/C Issuer"), and as administrative agent (in such capacity, the "Administrative Agent"). All capitalized terms used in this Additional Guarantor Assumption Agreement and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

_____ (the "Subsidiary") hereby confirms, represents and warrants to the Administrative Agent and the Lenders that the Subsidiary is a U.S. Subsidiary effective as of _____.

The documents required to be delivered to the Administrative Agent under clauses (ii) and (iii) of Section 7.13(a) of the Credit Agreement will be furnished to the Administrative Agent in accordance with the requirements of the Credit Agreement.

The parties hereto hereby confirm that with effect from the date hereof, the Subsidiary shall be a party to the Credit Agreement and a party to the Security Agreement (as amended), and shall have the obligations which the Subsidiary would have had if the Subsidiary had been an original party to the Credit Agreement as a Guarantor and the Security Agreement as a Grantor (and pursuant to Section 2(a) of the Security Agreement (and subject to Section 3(i) of the Security Agreement), the Subsidiary hereby grants to the Administrative Agent a security interest in all Collateral (as defined in the Security Agreement) in which Subsidiary has an interest to secure the Secured Obligations (as defined in the Security Agreement)). The Subsidiary confirms its acceptance of, and consents to, all terms and provisions of the Credit Agreement (including, without limitation, Section 11.10 thereof), and the Security Agreement applicable to the Guarantors or the Grantors, as the case may be, and to any other Loan Documents to which the Guarantors or Grantors are parties.

Without limiting the generality of the foregoing, the Subsidiary hereby (a) unconditionally and irrevocably guarantees to the Guaranteed Persons (as defined in Section 11.10 of the Credit Agreement), jointly and severally with each other Guarantor, the full and prompt payment when due (whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise) and performance of all Guaranteed Obligations (as defined in Section 11.10 of the Credit Agreement) of Holdings to any such Guaranteed Person, whether arising out of or in connection with the Credit Agreement, any other Loan Document or otherwise, including all unpaid principal of the Loans, all L/C Obligations, all interest accrued thereon, all fees due under the Credit Agreement and all other amounts payable by Holdings to any such Guaranteed Person thereunder or in connection therewith; and (b) subject to Section 3(i) of the Security Agreement, pledges, assigns, transfers, hypothecates, sets over and grants to the Administrative Agent, for the benefit of itself and on behalf of and for the ratable benefit of the L/C Issuer and the Lenders, and their respective successors, endorsers, transferees and assigns, a security interest in all of its right, title and interest in, to and under any Collateral (as defined in the Security Agreement) to secure the payment and performance of the Secured Obligations (as defined in the Security Agreement).

This Additional Guarantor Assumption Agreement shall constitute a Loan Document under the Credit Agreement.

THIS ADDITIONAL GUARANTOR ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.

IN WITNESS WHEREOF, the Subsidiary has caused this Additional Guarantor Assumption Agreement to be duly executed and delivered in _____ by its proper and duly authorized officer as of the day and year first above written.

[SUBSIDIARY]

By: _____
Title:

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of June __, 2009, is made by and among Building Materials Holding Corporation, a Delaware corporation ("Holdings"), BMC West Corporation, a Delaware corporation (the "Company"), certain other affiliates of Holdings signatories hereto or acceding hereto as provided in Section 25 hereof, and Wells Fargo Bank, National Association ("Wells Fargo"), as administrative agent for itself and the other Secured Parties (in such capacity, the "Administrative Agent").

RECITALS

WHEREAS, Holdings, the Company, the other Loan Parties named therein, certain lending institutions as lenders, the L/C Issuer and the Administrative Agent are parties to that certain Senior Secured Super Priority Debtor-in-Possession Credit Agreement dated as of even date herewith (as amended, restated, modified, renewed or extended from time to time, the "Credit Agreement"); and

WHEREAS, it is a condition precedent to the borrowings under the Credit Agreement that the Grantors enter into this Agreement and grant to the Administrative Agent, for itself and for the ratable benefit of the other Secured Parties, the security interests hereinafter provided to secure the Secured Obligations described below.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Credit Agreement. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Accounts" means any and all of any Grantor's accounts, as such term is defined in Article 9 of the UCC.

"Books" means all books, records and other written, electronic or other documentation in whatever form maintained now or hereafter by or for any Grantor in connection with the ownership of its assets or the conduct of its business or evidencing or containing information relating to the Collateral, including: (i) ledgers; (ii) records indicating, summarizing, or evidencing any Grantor's assets (including Inventory and Rights to Payment), business operations or financial condition; (iii) computer programs and software; (iv) computer discs, tapes, files, manuals, spreadsheets; (v) computer printouts and output of whatever kind; (vi) any other computer prepared or electronically stored, collected or reported information and equipment of any kind; and (vii) any and all other rights now or hereafter arising out of any contract or agreement between any Grantor and any service bureau, computer or data processing company or other Person charged with preparing or maintaining any of any Grantor's books or records or with credit reporting, including with regard to any Grantor's Accounts.

"Capital Stock" means and includes (a) any and all shares, interests, participations or other equivalents of or interests in (however designated) corporate stock, including shares of preferred or preference stock, (b) all partnership interests (whether general or limited) in any Person which is a partnership, (c) all membership interests or limited liability company interests in any limited liability company, and (d) all equity or ownership interests in any Person of any other type.

"Chattel Paper" means any and all of any Grantor's chattel paper, as such term is defined in Article 9 of the UCC, including all Electronic Chattel Paper.

"Collateral" has the meaning set forth in Section 2.

"Commercial Tort Claims" means any and all of any Grantor's commercial tort claims, as such term is defined in Article 9 of the UCC, including any described in Schedule 1.

"Control Agreement" means any control agreement or other agreement with any securities intermediary, bank or other Person establishing the Administrative Agent's control with respect to any Deposit Accounts, Letter-of-Credit Rights or Investment Property, for purposes of Article 9 of the UCC.

"Deposit Account" means any deposit account, as such term is defined in Article 9 of the UCC, maintained by or for the benefit of the Grantors, whether or not restricted or designated for a particular purpose.

"Documents" means any of the Grantors' documents, as such term is defined in Article 9 of the UCC.

"Electronic Chattel Paper" means any and all of any Grantor's electronic chattel paper, as such term is defined in Article 9 of the UCC.

"Equipment" means any and all of any Grantors' equipment, including any and all fixtures, as such terms are defined in Article 9 of the UCC.

"Filing Offices" has the meaning set forth in Section 3(a).

"General Intangibles" means any and all of any Grantor's general intangibles, as such term is defined in Article 9 of the UCC.

"Grantors" means Holdings, the Company and the other Loan Parties.

"Instruments" means any and all of any Grantor's instruments, as such term is defined in Article 9 of the UCC.

"Intellectual Property Collateral" means the following properties and assets owned or held by any Grantor or in which any Grantor otherwise has any interest, now existing or hereafter acquired or arising:

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents, patent applications and patent licenses as described in Schedule 2), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all copyrights and applications for copyright, domestic or foreign, together with the underlying works of authorship (including titles), whether or not the underlying works of authorship have been published and whether said copyrights are statutory or arise under the common law, and all other rights and works of authorship (including the copyrights and copyright applications described in Schedule 2), all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating any copyrights, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, and all other rights, claims and demands in any way relating to any such copyrights or works, including royalties and rights to sue for past, present or future infringement, and all rights of renewal and extension of copyright;

(iii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names, applications and licenses as described in Schedule 2), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iv) all trade secrets, trade dress, trade styles, logos, other source of business identifiers, mask-works, mask-work registrations, mask-work applications, software, confidential information, customer lists, license rights, advertising materials, operating manuals, methods, processes, know-how, algorithms, formulae, databases, quality control procedures, product, service and technical specifications, operating, production and quality control manuals, sales literature, drawings, specifications, blue prints, descriptions, inventions, name plates and catalogs;

(v) the entire goodwill of or associated with the businesses now or hereafter conducted by such Grantor connected with and symbolized by any of the aforementioned properties and assets; and

(vi) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above.

"Intellectual Property Security Agreement" means each Patent and Trademark Security Agreement, each Copyright Security Agreement or any amendment thereto, in form and substance satisfactory to the Administrative Agent, supplementary to this Agreement and prepared for purposes of recordation with the U.S. Copyright Office or the U.S. Patent and Trademark Office, as applicable.

"Inventory" means any of any Grantor's inventory, as such term is defined in Article 9 of the UCC.

"Investment Property" means any of any Grantor's investment property, as such term is defined in Article 9 of the UCC.

"Lenders" has the meaning specified in the Credit Agreement, and includes the L/C Issuer.

"Letter-of-Credit Rights" means any and all of any Grantor's letter-of-credit rights, as such term is defined in Article 9 of the UCC.

"Partnership and LLC Collateral" means any and all limited, limited liability and general partnership interests and limited liability company interests of any type or nature, whether now existing or hereafter acquired or arising, including any more specifically described in Schedule 3.

"Pledged Collateral" means any and all (i) Pledged Shares; (ii) additional Capital Stock of the direct or indirect Subsidiaries of Holdings (other than Subsidiaries which are owned by Non-Wholly-Owned Subsidiaries), whether certificated or uncertificated; (iii) other Investment Property of any Grantor; (iv) warrants, options or other rights entitling any Grantor to acquire any interest in capital stock or other securities of such Subsidiaries or any other Person; (v) Partnership and LLC Collateral; (vi) Instruments; (vii) Pledged Debt; (viii) securities, property, interest, dividends and other payments and distributions issued as an addition to, in redemption of, in renewal or exchange for, in substitution or upon conversion of, or otherwise on account of, any of the foregoing; (ix) certificates and instruments now or hereafter representing or evidencing any of the foregoing; (x) rights, interests and claims with respect to the foregoing, including under any and all related agreements, instruments and other documents, and (xi) cash and non-cash proceeds of any of the foregoing, in each case whether presently existing or owned or hereafter arising or acquired and wherever located, and as from time to time received or receivable by, or otherwise paid or distributed to or acquired by, any Grantor.

"Pledged Debt" means the indebtedness described in Schedule 3.

"Pledged Shares" means all of the issued and outstanding shares of Capital Stock, whether certificated or uncertificated, of Holdings' direct or indirect Subsidiaries (other than Subsidiaries which are owned by Non-Wholly-Owned Subsidiaries) now owned by any Grantor, as more specifically described in Schedule 3.

"Primary Account" means each Deposit Account for which a Control Agreement in form and substance reasonably satisfactory to the Administrative Agent has been executed and delivered to the Administrative Agent by the applicable Grantor and the bank or other depository institution at which such Deposit Account is maintained.

"Proceeds" means all proceeds, as such term is defined in Article 9 of the UCC.

"Rights to Payment" means any and all of any Grantor's Accounts and any and all of any Grantor's rights and claims to the payment or receipt of money or other forms of

consideration of any kind in, to and under or with respect to its Chattel Paper, Documents, General Intangibles, Instruments, Investment Property, Letter-of-Credit Rights, Proceeds and Supporting Obligations.

"Secured Obligations" means all indebtedness, liabilities and other obligations of the Grantors to the Secured Parties created under, or arising out of or in connection with, the Credit Agreement, the Notes or any of the other Loan Documents, and any and all other indebtedness, liabilities and other obligations of the Grantors to the Administrative Agent, the Lenders or any Affiliate thereof, including all unpaid principal of the Loans, all interest accrued thereon, all fees due under the Credit Agreement, and all other amounts payable by the Grantors to any Secured Party thereunder or in connection therewith, whether now existing or hereafter arising, and whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and including interest that accrues after the commencement by or against any Grantor of any Insolvency Proceedings naming such Person as the debtor in such proceeding.

"Secured Parties" means the Lenders and the Administrative Agent, and each of their respective successors, transferees and assigns.

"Supporting Obligations" means all supporting obligations, as such term is defined in Article 9 of the UCC.

"UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of California.

"Zero Balance Account" means each Deposit Account designated as a "zero balance" account on Schedule 1 hereto and any other Deposit Account designated as a "zero balance" account in a written notice to the Administrative Agent pursuant to Section 5(m) hereof.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Interpretation. The rules of interpretation set forth in Section 1.02 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2 Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Secured Obligations, each Grantor hereby grants to the Administrative Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under all of its personal property, wherever located and whether now existing or owned or hereafter acquired or arising, including the following property (collectively, the "Collateral"): (i) all Accounts; (ii) all Chattel Paper; (iii) all Commercial Tort Claims; (iv) all Deposit Accounts; (v) all Documents; (vi) all Equipment; (vii) all General Intangibles; (viii) all Instruments; (ix) all Inventory; (x) all Investment Property; (xi)

all Letter-of-Credit Rights; and (xii) all money, all products and Proceeds of any and all of the foregoing, and all Supporting Obligations of any and all of the foregoing. Notwithstanding the foregoing, except for fixtures (to the extent covered by Article 9 of the UCC), such grant of a security interest shall not extend to, and the term "Collateral" shall not include, (i) any agreements, contracts, permits or licenses only if and to the extent that the granting of a Lien as contemplated hereby would (A) constitute a violation of a restriction in favor of a third party on such grant, (B) give any other party to such contract, instrument, license, license agreement or other document the right to terminate its obligations thereunder, or (C) violate any law (other than (but only in respect of agreements or contracts not constituting a document evidencing a Capital Lease or purchase money obligation) to the extent that any such term described in the preceding clauses (A), (B) or (C) would be rendered ineffective pursuant to Section 9-406, 9-407 or 9-408 of the UCC (or any successor provision or provisions)) ("Excluded Contracts and Leases"); provided, further, that any agreement, contract, permit or license that does not constitute "Collateral" pursuant to this sentence shall immediately become "Collateral," and the Grantors, as applicable, shall be deemed to have granted a Lien therein, from and after such time as the other party to such agreement, contract, permit or license consents to the grant of a Lien in such agreement, contract, permit or license in favor of the Administrative Agent or the prohibition against granting a Lien therein otherwise ceases to be effective; and provided, further, that with respect to Excluded Contracts and Leases, Collateral shall include the proceeds from the disposition of Excluded Contracts and Leases whether now or hereafter arising, whether tangible or intangible, and wherever located; (ii) any equipment subject to certain long-term secured debt consisting of the term notes, equipment notes and capital leases set forth on Part I of Schedule 1.01A of the Credit Agreement and any other equipment in which any Grantor has rights if and for so long as the grant of a security interest therein shall constitute or result in a breach or termination pursuant to the terms of, or a default under, any capital lease or purchase money agreement entered into in connection with the acquisition or financing of such equipment; provided, however, that such security interest shall attach immediately at such time as the term restricting the attachment of a security interest in such equipment is no longer operative or the attachment of a security interest in such equipment would not constitute or result in a breach or termination pursuant to the terms of, or a default under, the capital lease or purchase money agreement governing such equipment; (iii) any trademark applications filed in the United States Patent and Trademark Office on the basis of a Grantor's "intent-to-use" such trademark to the extent that granting a security interest in such trademark application prior to such filing would adversely affect the enforceability or validity or result in the voiding of such trademark application, unless and until acceptable evidence of use of the Trademark has been filed with and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Collateral; (iv) any Avoidance Actions; (v) the insurance-related cash collateral accounts set forth on Schedule 1.01B of the Credit Agreement, the aggregate balances of which shall not exceed \$4,000,000 at any point in time without the prior written consent of the Administrative Agent; or (vi) or the real property set forth on Part II of Schedule 1.01A.

(b) Grantors Remain Liable. Anything herein to the contrary notwithstanding, (i) each Grantor shall remain liable under any contracts, agreements and other documents included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the

exercise by the Administrative Agent of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under such contracts, agreements and other documents included in the Collateral, and (iii) neither the Administrative Agent nor any other Secured Party shall have any obligation or liability under any contracts, agreements and other documents included in the Collateral by reason of this Agreement, nor shall the Administrative Agent or any other Secured Party be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Collateral hereunder.

(c) Continuing Security Interest. Each Grantor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 24.

SECTION 3 Perfection Procedures. Each Grantor shall (if necessary) execute and deliver to the Administrative Agent concurrently with the execution of this Agreement, and each Grantor hereby authorizes the Administrative Agent to file (with or without such Grantor's signature) at any time and from time to time thereafter, all financing statements, continuation statements, termination statements, security agreements relating to the Intellectual Property Collateral, assignments, fixture filings, affidavits, reports, notices, and other documents and instruments, in form satisfactory to the Administrative Agent, and take all other action, as the Administrative Agent or the Majority Lenders may request, to perfect and continue perfected, maintain the priority of or provide notice of the Administrative Agent's security interest in the Collateral and to accomplish the purposes of this Agreement. Without limiting the generality of the foregoing, each Grantor (1) ratifies and authorizes the filing by the Administrative Agent of any financing statements filed prior to the date hereof, (2) authorizes the Administrative Agent to use the collateral description "all assets" or "all personal property now owned or hereafter acquired" or words of similar import in any financing statements and (3) shall from time to time take the following actions:

(a) Filing of Financing Statements. On or prior to the Effective Date each Grantor authorizes the Administrative Agent to file completed UCC-1 financing statements in the offices described in Schedule 4 (the "Filing Offices"), and after the Effective Date the applicable Grantor authorizes the Administrative Agent to file completed UCC-1 financing statements in the appropriate filing office or offices in any state identified by a Grantor in a notice delivered to the Administrative Agent pursuant to subsection 5(e).

(b) Delivery of Pledged Collateral. Each Grantor hereby agrees to deliver to or for the account of the Administrative Agent, at the address and to the Person to be designated by the Administrative Agent, the certificates, instruments and other writings representing any Pledged Collateral, which shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, in form satisfactory to the Administrative Agent. If any Grantor shall become entitled to receive or shall receive any Pledged Collateral after the date hereof, such Grantor shall accept the foregoing as the agent for the Administrative Agent, shall hold it in trust for the Administrative Agent, shall segregate it from other property or funds of such Grantor, and shall immediately deliver the same and all certificates, instruments and other writings representing such Pledged Collateral forthwith to or for the account of the Administrative Agent, at the address and to the Person to be

designated by the Administrative Agent, which shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank in form satisfactory to the Administrative Agent. Anything to the contrary notwithstanding, so long as no Event of Default shall have occurred and be continuing, (i) each Grantor may retain for collection in the ordinary course any Instruments received by such Grantor in the ordinary course of business, and the Administrative Agent shall, promptly upon request of such Grantor, make appropriate arrangements for making any other Instruments and/or Pledged Debt pledged by such Grantor available to the payor of any such Instrument or Pledged Debt for purposes of presentation, collection or renewal (any such arrangement to be effected, to the extent required under applicable law to continue perfected the Administrative Agent's security interest hereunder in such Instruments or Pledged Debt, against trust receipt or like document), and (ii) each Grantor may retain any additional Pledged Collateral consisting of Instruments with a face value of less than \$100,000 individually and \$500,000 in the aggregate for all such Instruments or, in the case of any such additional Pledged Collateral with no face value, then such additional Pledged Collateral with a fair market value of less than \$100,000 individually and \$500,000 in the aggregate for all such Instruments, as determined by such Grantor in good faith.

(c) Transfer of Security Interest Other Than by Delivery. If for any reason Pledged Collateral cannot be delivered to or for the account of the Administrative Agent as provided in subsection 3(b), each Grantor shall promptly take such other steps as may be necessary or as shall be reasonably requested from time to time by the Administrative Agent to effect a transfer of a perfected first priority security interest in and pledge of the Pledged Collateral to the Administrative Agent for itself and on behalf of and for the ratable benefit of the other Secured Parties pursuant to the UCC. To the extent practicable, such Grantor shall thereafter deliver the Pledged Collateral to or for the account of the Administrative Agent as provided in subsection 3(b).

(d) Deposit Accounts. Each Grantor shall execute such notices, and shall take such other action, including delivery of Control Agreements, as the Administrative Agent may reasonably request, to perfect and continue perfected, maintain the priority of or provide notice of the Administrative Agent's security interest in Collateral consisting of Deposit Accounts (other than any Zero Balance Accounts, unless the Administrative Agent determines in its reasonable discretion that obtaining a Control Agreement in respect of one or more Zero Balance Accounts is necessary or desirable) and to accomplish the purposes of this Agreement.

(e) Intellectual Property Collateral. (i) Each Grantor shall execute and deliver to the Administrative Agent, concurrently with the execution of this Agreement, such Intellectual Property Security Agreements as the Administrative Agent may reasonably request, and authorizes the Administrative Agent to record such Intellectual Property Security Agreements with the U.S. Copyright Office or the U.S. Patent and Trademark Office, as applicable, and take such other action as may be necessary, or as the Administrative Agent may reasonably request, to perfect the Administrative Agent's security interest in such Intellectual Property Collateral. (ii) Immediately following the creation or other acquisition of any Intellectual Property Collateral by any Grantor after the date hereof which is registered or becomes registered or the subject of an application for registration with the U.S. Copyright Office or the U.S. Patent and Trademark Office, as applicable, such Grantor shall modify this

Agreement by amending Schedule 2 to include any Intellectual Property Collateral which becomes part of the Collateral and which was not included on Schedule 2 as of the date hereof and authorizes the Administrative Agent to record any Intellectual Property Security Agreement related thereto with the U.S. Copyright Office or the U.S. Patent and Trademark Office, as applicable, and take such other action as may be necessary, or as the Administrative Agent may reasonably request, to perfect the Administrative Agent's security interest in such Intellectual Property Collateral.

(f) Documents, Etc. Each Grantor shall deliver to the Administrative Agent, or an agent designated by it, appropriately endorsed or accompanied by appropriate instruments of transfer or assignment, all Documents and Chattel Paper, and all other Rights to Payment at any time evidenced by promissory notes, trade acceptances or other instruments, not already delivered hereunder pursuant to this Section 3; provided, however, that unless an Event of Default shall have occurred and be continuing, such Grantor shall not be required to deliver any Document, Chattel Paper, promissory note, trade acceptance or other instrument having a face amount not in excess of \$100,000 individually and \$500,000 in the aggregate for all such items. Upon the request of the Administrative Agent, Grantors shall mark all Documents and Chattel Paper with such legends as the Administrative Agent shall reasonably specify.

(g) Bailees. At any time and from time to time, the Administrative Agent may give notice to any Person holding all or any portion of the Collateral that such Person is holding the Collateral as the agent and bailee of, and as pledge holder for, the Administrative Agent, and obtain such Person's written acknowledgment thereof. Without limiting the generality of the foregoing, each Grantor, upon the Administrative Agent's reasonable request, will join with the Administrative Agent in notifying any Person who has possession of any Collateral of the Administrative Agent's security interest therein and obtaining an acknowledgment from such Person that it is holding the Collateral for the benefit of the Administrative Agent.

(h) Control. Without limiting the foregoing provisions of this Section 3, each Grantor will cooperate with the Administrative Agent in obtaining control (as defined in the UCC) of Collateral consisting of any Deposit Accounts (other than any Zero Balance Account, unless the Administrative Agent determines in its reasonable discretion that obtaining control in respect of one or more Zero Balance Accounts is necessary or desirable), Electronic Chattel Paper, Investment Property or Letter-of-Credit Rights.

(i) Controlled Foreign Corporations. Notwithstanding anything herein to the contrary, in no event shall the Collateral include, and no Grantor shall be deemed to have granted a security interest in, any of such Grantor's right, title or interest in any of the outstanding capital stock or other ownership interests of a Controlled Foreign Corporation (as defined below) in excess of 65% of the voting power of all classes of capital stock or other ownership interests of such Controlled Foreign Corporation entitled to vote; provided that immediately upon the amendment of the Code to allow the pledge of a greater percentage of the voting power of capital stock or other ownership interests in a Controlled Foreign Corporation without adverse tax consequences, the Collateral shall include, and such Grantor shall be deemed to have granted a security interest in, such greater percentage of capital stock or other ownership interests of each

Controlled Foreign Corporation. As used herein, "Controlled Foreign Corporation" shall mean a "controlled foreign corporation" as defined in the Code.

SECTION 4 Representations and Warranties. In addition to the representations and warranties of the Grantors set forth in the Credit Agreement, which are incorporated herein by this reference, each Grantor represents and warrants to each Lender and the Administrative Agent that:

(a) Location of Chief Executive Office. Each Grantor's chief executive office is set forth in Schedule 1.

(b) Locations of Books. All locations where Books pertaining to the Rights to Payment are kept, including all equipment necessary for accessing such Books and the names and addresses of all service bureaus, computer or data processing companies and other Persons keeping any Books or collecting Rights to Payment for any Grantor, are set forth in Schedule 1.

(c) Jurisdiction of Organization and Names. Each Grantor's jurisdiction of organization is set forth in Schedule 1; and each Grantor's exact legal name is as set forth in the first paragraph of this Agreement. All trade names and trade styles under which each Grantor presently conducts its business operations are set forth in Schedule 1, and, except as set forth in Schedule 1, each Grantor has not, at any time in the past five years: (i) been known as or used any other corporate, trade or fictitious name; (ii) changed its name; (iii) been the surviving or resulting corporation in a merger or consolidation; or (iv) acquired through asset purchase or otherwise any business of any Person.

(d) Collateral. Each Grantor has rights in or the power to transfer the Collateral, and each Grantor is, and, except as permitted by Section 5(i), will continue to be, the sole and complete owner of the Collateral (or, in the case of after-acquired Collateral, at the time any Grantor acquires rights in such Collateral, will be the sole and complete owner thereof), free from any Lien other than Permitted Liens.

(e) Enforceability; Priority of Security Interest. (i) This Agreement creates a security interest which is enforceable against the Collateral in which each Grantor now has rights and will create a security interest which is enforceable against the Collateral in which such Grantor hereafter acquires rights at the time such Grantor acquires any such rights; and (ii) the Administrative Agent has a perfected and first priority security interest in the Collateral in which such Grantor now has rights, and will have a perfected and first priority security interest in the Collateral in which such Grantor hereafter acquires rights at the time such Grantor acquires any such rights, in each case for the Administrative Agent's own benefit and for the ratable benefit of the other Secured Parties and subject to Permitted Liens, securing the payment and performance of the Secured Obligations.

(f) Other Financing Statements. Other than (i) financing statements disclosed to the Administrative Agent and (ii) financing statements in favor of the Administrative Agent in its capacity as Administrative Agent for itself and the other Secured Parties under the Credit Agreement and any other Loan Documents, no effective financing statement naming the Grantor as debtor, assignor, grantor, mortgagor, pledgor or the like and covering all or any part of the

Collateral is on file in any filing or recording office in any jurisdiction, except in respect of Permitted Liens.

(g) Rights to Payment.

(i) The Rights to Payment represent valid, binding and enforceable obligations of the account debtors or other Persons obligated thereon, representing undisputed, bona fide transactions completed in accordance with the terms and provisions contained in any documents related thereto, and are and will be genuine, free from Liens (other than Permitted Liens), and not subject to any adverse claims, counterclaims, setoffs, defaults, disputes, defenses, discounts, retainages, holdbacks or conditions precedent of any kind of character, except to the extent reflected by the Grantors' reserves for uncollectible Rights to Payment or to the extent, if any, that such account debtors or other Persons may be entitled to normal and ordinary course trade discounts, returns, adjustments and allowances in accordance with Section 5(1), or as otherwise disclosed to the Administrative Agent in writing or occurring in the ordinary course of business;

(ii) to the best of each Grantor's knowledge, all account debtors and other obligors on the Rights to Payment are solvent and generally paying their debts as they come due, except to the extent that such Grantor has established adequate reserves therefor in accordance with GAAP;

(iii) all Rights to Payment comply in all material respects with all applicable laws concerning form, content and manner of preparation and execution, including where applicable any federal or state consumer credit laws;

(iv) no Grantor has assigned any of its rights under the Rights to Payment except as provided in this Agreement or as set forth in the other Loan Documents;

(v) all statements made, all unpaid balances and all other information in the Books and other documentation relating to the Rights to Payment in all material respects are true and correct and what they purport to be; and

(vi) no Grantor has any knowledge of any fact or circumstance which would materially impair the validity or collectibility of any of the Rights to Payment, except to the extent that such Grantor has established adequate reserves therefor in accordance with GAAP;

(h) Inventory. No Inventory is stored with any bailee, warehouseman or similar Person, nor has any Inventory been consigned to any Grantor or consigned by any Grantor to any Person or is held by any Grantor for any Person under any "bill and hold" or other arrangement, except at locations listed, and as specified, in Schedule 1.

(i) Intellectual Property.

(i) Except as set forth in Schedule 2, no Grantor (directly or through any Subsidiary) owns, possesses or uses under any licensing arrangement any patents, copyrights, trademarks, service marks or trade names, nor is there currently pending before any

Governmental Authority any application for registration of any patent, copyright, trademark, service mark or trade name material to its business and operations;

(ii) all of each Grantor's patents, copyrights, trademarks, service marks and trade names are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(iii) all maintenance fees required to be paid by any Grantor on account of any of its patents have been timely paid for maintaining such patents in force, and, to the best of such Grantor's knowledge, each of such patents is valid and enforceable;

(iv) to the best of each Grantor's knowledge, no infringement or unauthorized use presently is being made of any Intellectual Property Collateral by any Person that could reasonably be expected to have a Material Adverse Effect; and

(v) each Grantor owns, has material rights under, is a party to, or an assignee of a party to all material licenses, patents, patent applications, copyrights, service marks, trademarks, trademark applications, trade names and all other Intellectual Property Collateral necessary to continue to conduct its business as heretofore conducted.

(j) Equipment. As of the Effective Date, none of the Equipment that is material to any Grantor is leased from any Person, except as set forth in UCC record searches delivered to the Administrative Agent or as otherwise disclosed to the Administrative Agent.

(k) Deposit Accounts. The names and addresses of all financial institutions at which any Grantor maintains its Deposit Accounts, and the account numbers and account names of such Deposit Accounts, are set forth in Schedule 1.

(l) Pledged Debt and Instrument Collateral. (i) No Grantor has previously assigned any interest in the Pledged Debt or any Instrument Collateral (other than to the Administrative Agent, the Prepetition Administrative Agent, and such interests as will be released on or before the date hereof), (ii) no Person other than such Grantor owns an interest in the Pledged Debt or Instrument Collateral (whether as joint holders, participants or otherwise), (iii) the entire Pledged Debt and Instrument Collateral is owing only to such Grantor, and (iv) no material default exists under or in respect of the Pledged Debt or Instrument Collateral.

(m) Pledged Shares, Partnership and LLC Collateral and other Pledged Collateral. (i) All the Pledged Shares and Partnership and LLC Collateral have been, and upon issuance any additional Pledged Collateral consisting of Pledged Shares, Partnership and LLC Collateral or any other securities, will be, duly and validly issued, and are and will be fully paid and non-assessable, subject in the case of Partnership and LLC Collateral to future assessments required under applicable law and any applicable partnership agreement, (ii) the applicable Grantor is or, in the case of any such additional Pledged Collateral will be, the legal record and beneficial owner thereof, (iii) there are no restrictions on the transferability of the Pledged Collateral or such additional Pledged Collateral to the Administrative Agent or with respect to the foreclosure, transfer or disposition thereof by the Administrative Agent, except as provided under applicable securities or "Blue Sky" laws, (iv) except as set forth in Schedule 3, the Pledged Shares and Partnership and LLC Collateral constitute 100% of the issued and outstanding shares

of capital stock, membership interests and partnership interests of Holdings' direct and indirect U.S. Subsidiaries (other than Subsidiaries which are owned by Non-Wholly-Owned Subsidiaries), and no securities convertible into or exchangeable for any shares of capital stock, membership interests and partnership interests of any such Subsidiary, or any options, warrants or other commitments entitling any Person to purchase or otherwise acquire any shares of capital stock, membership interests and partnership interests of any such Subsidiary, are issued and outstanding, and (v) any and all shareholders agreements, voting trusts, proxy agreements or other agreements or understandings which affect or relate to the voting or giving of written consents with respect to any of the Pledged Shares, and any and all partnership agreements, operating agreements and other agreements relating to the Partnership and LLC Collateral, have been disclosed in writing to the Administrative Agent.

(n) Other Investment Property; Instruments; and Chattel Paper. All securities accounts of the Grantors and other Investment Property of the Grantors are set forth in Schedule 1, and all Instruments and Chattel Paper held by Grantors are also set forth in Schedule 1.

(o) Control Agreements. No Control Agreements exist with respect to any Collateral other than any Control Agreements in favor of the Administrative Agent and the Prepetition Administrative Agent.

(p) Letter-of-Credit Rights. None of the Grantors have any Letter-of-Credit Rights except as set forth in Schedule 1.

(q) Commercial Tort Claims. None of the Grantors have any Commercial Tort Claims except as set forth in Schedule 1.

SECTION 5 Covenants. In addition to the covenants of the Grantors set forth in the Credit Agreement, which are incorporated herein by this reference, so long as any of the Secured Obligations remain unsatisfied or any Lender shall have any Commitment or any Letter of Credit shall be outstanding, each Grantor agrees that:

(a) Defense of Collateral. Each Grantor shall appear in and defend any action, suit or proceeding which may affect to a material extent its title to, or right or interest in, or the Administrative Agent's right or interest in, the Collateral.

(b) Preservation of Collateral. Each Grantor shall do and perform all reasonable acts that may be necessary and appropriate to maintain, preserve and protect the Collateral.

(c) Compliance with Laws, Etc. Each Grantor shall comply in all material respects with all laws, regulations and ordinances, and all policies of insurance, relating in a material way to the possession, operation, maintenance and control of the Collateral.

(d) Location of Books and Chief Executive Office. Each Grantor shall:
(i) keep all Books (other than copies) pertaining to the Rights to Payment at the locations set forth in Schedule 1; and (ii) give prompt written notice to the Administrative Agent, but in any event within 30 days, of (a) any changes in any such location where Books pertaining to the

Rights to Payment are kept, including any change of name or address of any service bureau, computer or data processing company or other Person preparing or maintaining any Books or collecting Rights to Payment for such Grantor or (b) any changes in the location of such Grantor's chief executive office or principal place of business.

(e) Change in Name, Identity or Structure. Each Grantor shall give prompt written notice to the Administrative Agent, but in any event within 10 days, of (i) any change in name, (ii) any change in its jurisdiction of organization, (iii) any change in its registration as an organization (or any new such registration); and (iv) any changes in its identity or structure in any manner which might make any financing statement filed hereunder incorrect or misleading; provided that no Grantor shall change its jurisdiction of organization to a jurisdiction outside of the United States.

(f) Maintenance of Records. Each Grantor shall keep accurate and complete Books with respect to the Collateral, disclosing the Administrative Agent's security interest hereunder.

(g) Invoicing of Sales. The Grantor will invoice all of its sales upon forms customary in the industry and maintain proof of delivery and customer acceptance of goods.

(h) Disposition of Collateral. Each Grantor shall not surrender or lose possession of (other than to the Administrative Agent), sell, lease, rent, or otherwise dispose of or transfer any of the Collateral or any right or interest therein, except to the extent permitted by the Loan Documents (including disposition permitted under Section 8.02 of the Credit Agreement).

(i) Liens. Each Grantor shall keep the Collateral free of all Liens except Permitted Liens.

(j) Expenses. The Grantor (or purchaser of Inventory) will pay all expenses of protecting, storing, warehousing, insuring, handling and shipping the Collateral.

(k) Leased Premises. At the Administrative Agent's request, any Grantor shall obtain from each Person from whom such Grantor leases any premises at which any Collateral is at any time present such collateral access, subordination, waiver, consent and estoppel agreements as the Administrative Agent may reasonably require, in form and substance satisfactory to the Administrative Agent.

(l) Rights to Payment. Each Grantor shall:

(i) with such frequency as the Administrative Agent may require, furnish to the Administrative Agent such information relating to the Accounts as the Administrative Agent shall from time to time reasonably request;

(ii) give only normal discounts, allowances and credits as to Accounts and other Rights to Payment, in the ordinary course of business, according to normal trade practices, and enforce all Accounts and other Rights to Payment strictly in accordance with their terms, and during the existence of an Event of Default, take all such action to such end as may

from time to time be reasonably requested by the Administrative Agent, except that such Grantor may at any time grant any extension of the time for payment or enter into any agreement to make a rebate or otherwise to reduce the amount owing on or with respect to, or compromise or settle for less than the full amount thereof, any Account or other Right to Payment, in the ordinary course of business, according to normal trade practices;

(iii) if any discount, allowance, credit, extension of time for payment, agreement to make a rebate or otherwise to reduce the amount owing on, or compromise or settle, an Account or other Right to Payment exists or occurs, or if, to the knowledge of any Grantor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to an Account or other Right to Payment, disclose such fact to the Administrative Agent in the Books relating to such Account or other Right to Payment when such Books are requested for inspection by the Administrative Agent, and in connection with any invoice or report furnished by any Grantor to the Administrative Agent relating to such Account or other Right to Payment;

(iv) if any Accounts arise from contracts with the United States or any department, agency or instrumentality thereof, promptly notify the Administrative Agent thereof and execute any documents and instruments and take any other steps reasonably requested by the Administrative Agent in order that all monies due and to become due thereunder shall be assigned to the Administrative Agent and notice thereof given to the Federal authorities under the Federal Assignment of Claims Act (provided that such assignment and notice shall not be required if the applicable contract prohibits assignment);

(v) in accordance with its sound business judgment perform and comply in all material respects with its obligations in respect of the Accounts and other Rights to Payment;

(vi) upon the request of the Administrative Agent (a) at any time, notify all or any designated portion of the account debtors and other obligors on the Rights to Payment of the security interest hereunder, and (b) upon the occurrence of an Event of Default notify the account debtors and other obligors on the Rights to Payment or any designated portion thereof that payment shall be made directly to the Administrative Agent or to such other Person or location as the Administrative Agent shall specify; and

(vii) upon the occurrence of any Event of Default, establish such lockbox or similar arrangements for the payment of the Accounts and other Rights to Payment as the Administrative Agent shall require.

(m) Deposit Accounts and Securities Accounts. Each Grantor shall give the Administrative Agent prompt written notice of the establishment of any new Deposit Account and any new securities account with respect to any Investment Property.

(n) Inventory. Each Grantor shall:

(i) at such times as the Administrative Agent shall request, prepare and deliver to the Administrative Agent a report of all Inventory, in form and substance satisfactory to the Administrative Agent;

(ii) upon the request of the Administrative Agent, take a physical listing of the Inventory and promptly deliver a copy of such physical listing to the Administrative Agent; and

(iii) not store any Inventory with a bailee, warehouseman or similar Person or on premises leased to any Grantor, nor dispose of any Inventory on a bill-and-hold, guaranteed sale, sale and return, sale on approval, consignment or similar basis, nor acquire any Inventory from any Person on any such basis, except in the ordinary course of business and in accordance with its normal practices.

(o) Equipment. Each Grantor shall, upon the Administrative Agent's request, deliver to the Administrative Agent a report of each item of Equipment, in form and substance satisfactory to the Administrative Agent.

(p) Intellectual Property Collateral. Each Grantor shall:

(i) not allow or suffer any Intellectual Property Collateral to become abandoned, nor any registration thereof to be terminated, forfeited, expired or dedicated to the public, except for Intellectual Property Collateral having negligible commercial value;

(ii) not enter into any agreements or transactions (including any license, sublicense or royalty agreement) pertaining to any Intellectual Property Collateral outside of the ordinary course of business, or enter into any exclusive license or sublicense of any Intellectual Property Collateral, except in a transaction permitted under the Loan Documents;

(iii) promptly give the Administrative Agent notice of any rights any Grantor may obtain to any new patentable inventions, copyrightable works or other new Intellectual Property Collateral which such Grantor intends to register, prior to the filing of any application for registration thereof; and

(iv) diligently prosecute all applications for patents, copyrights and trademarks, and file and prosecute any and all continuations, continuations-in-part, applications for reissue, applications for certificate of correction and like matters as shall be reasonable and appropriate in accordance with prudent business practice, and promptly and timely pay any and all maintenance, license, registration and other fees, taxes and expenses incurred in connection with any Intellectual Property Collateral.

(q) Notices, Reports and Information. Each Grantor shall (i) notify the Administrative Agent of any material claim made or asserted against the Collateral by any Person and of any change in the composition of the Collateral or other event which could materially adversely affect the value of the Collateral or the Administrative Agent's Lien thereon; (ii) furnish to the Administrative Agent such statements and schedules further identifying and describing the Collateral and such other reports and other information in connection with the Collateral as the Administrative Agent may reasonably request, all in reasonable detail; and (iii) upon reasonable request of the Administrative Agent make such demands and requests for information and reports as any Grantor is entitled to make in respect of the Collateral.

(r) Commercial Tort Claims. Each Grantor will give the Administrative Agent prompt written notice if such Grantor shall at any time hold or acquire any Commercial Tort Claim.

(s) Letter-of-Credit Rights. Each Grantor will give the Administrative Agent immediate notice if such Grantor shall at any time hold or acquire any Letter-of-Credit Rights.

(t) Shareholder Agreements and Other Agreements. (i) Each Grantor shall comply with all of its obligations under any shareholders agreement, operating agreement, partnership agreement, voting trust, proxy agreement or other agreement or understanding (collectively, the "Pledged Collateral Agreements") to which it is a party and shall enforce all of its rights thereunder.

(ii) No Grantor shall vote to enable or take any other action to amend or terminate, or waive compliance with any of the terms of, any Pledged Collateral Agreement, certificate or articles of incorporation, bylaws or other organizational documents in any way that materially changes the rights of such Grantor with respect to any Pledged Collateral in a manner adverse to the Administrative Agent or the Lenders or that adversely affects the validity, perfection or priority of the Administrative Agent's security interest therein.

(u) Insurance. (i) Each Grantor shall carry and maintain in full force and effect, at the expense of the Grantors and with financially sound and reputable insurance companies, insurance with respect to the Collateral in such amounts, with such deductibles and covering such risks as shall be specified in the Credit Agreement. Upon the request of the Administrative Agent, and in any event not less often than annually, each Grantor shall furnish the Administrative Agent with full information as to the insurance carried by it and, if so requested, copies of all such insurance policies. All insurance policies required under this subsection (v) shall provide that they shall not be terminated or cancelled nor shall any such policy be materially changed without at least 30 days' prior written notice to the Grantor and the Administrative Agent (or 10 days' prior written notice if the Administrative Agent consents to such shorter notice). Receipt of notice of termination or cancellation of any such insurance policies or reduction of coverages or amounts thereunder shall entitle the Administrative Agent to renew any such policies, cause the coverages and amounts thereof to be maintained at levels required pursuant to the first sentence of this subsection (u) or otherwise to obtain similar insurance in place of such policies, in each case at the expense of the Grantors.

(ii) If Collateral with a value exceeding \$100,000 of any Grantor shall be materially damaged or destroyed, in whole or in part, by fire or other casualty, such Grantor shall give prompt notice thereof to the Administrative Agent. No settlement on account of any loss on any such Collateral covered by insurance shall be made for less than insured value without the consent of the Administrative Agent. After the occurrence and during the continuance of an Event of Default, or as otherwise required under the Loan Documents, all sums payable to any Grantor by any insurer with respect to a casualty relating to all or any part of the Collateral shall be paid to the Administrative Agent. If any Grantor shall receive any insurance proceeds which are to be paid to the Administrative Agent pursuant to the previous sentence, such Grantor shall hold such proceeds in trust for the Administrative Agent, shall segregate such proceeds from other funds of such Grantor, and shall immediately forward such

proceeds in the form received to the Administrative Agent (appropriately indorsed by such Grantor to the order of the Administrative Agent or in such other manner as shall be satisfactory to the Administrative Agent). All such insurance proceeds may be retained by the Administrative Agent as part of Collateral hereunder and held in the Cash Collateral Account, applied by the Administrative Agent toward payment of all or part of the Secured Obligations in such order as is provided herein, or released to such Grantor upon its request with the consent of the Administrative Agent.

(v) Zero Balance Accounts. Each Grantor shall take all steps necessary to ensure that (i) each Zero Balance Account is swept into a Primary Account no less frequently than every other day, and (ii) no Zero Balance Account shall maintain a balance in excess of \$5,000 for a period in excess of two consecutive Business Days.

SECTION 6 Administration of the Rights to Payment and Pledged Collateral.

(a) Collection of Rights to Payment. Until the Administrative Agent exercises its rights hereunder to collect Rights to Payment, each Grantor shall endeavor in the first instance diligently to collect all amounts due or to become due on or with respect to the Rights to Payment. At the request of the Administrative Agent, during the continuance of any Event of Default, all remittances received by any Grantor shall be held in trust for the Administrative Agent and, in accordance with the Administrative Agent's instructions, remitted to the Administrative Agent or deposited to an account with the Administrative Agent in the form received (with any necessary endorsements or instruments of assignment or transfer).

(b) Investment Property and Instruments. Unless and until an Event of Default shall have occurred, each Grantor shall be entitled to receive and retain for its own account any cash dividend on or other cash distribution, if any, in respect of the Pledged Collateral, to the extent consistent with the Credit Agreement; provided, however, that, except in connection with transactions permitted under Section 8.02 or Section 8.03 of the Credit Agreement, such Grantor shall not be entitled to receive (i) cash paid, payable or otherwise distributed in redemption of, or in exchange for or in substitution of, any Pledged Collateral, or (ii) dividends and other distributions paid or payable in cash in respect of any Pledged Collateral in connection with a partial or total liquidation or dissolution of such Grantor or in connection with a reduction of capital, capital surplus or paid-in-surplus or any other type of recapitalization. At the request of the Administrative Agent, during the continuance of any Event of Default, the Administrative Agent shall be entitled to receive all distributions and payments of any nature with respect to any Investment Property or Instruments, and all such distributions or payments received by any Grantor shall be held in trust for the Administrative Agent and, in accordance with the Administrative Agent's instructions, remitted to the Administrative Agent or deposited to an account with the Administrative Agent in the form received (with any necessary endorsements or instruments of assignment or transfer). During the continuance of an Event of Default any such distributions and payments with respect to any Investment Property held in any securities account shall be held and retained in such securities account, in each case as part of the Collateral hereunder. Additionally, the Administrative Agent shall have the right, during the continuance of an Event of Default, following prior written notice to any Grantor, to vote and to give consents, ratifications and waivers with respect to any Investment Property, Pledged Debt and Instruments, and to exercise all rights of conversion, exchange, subscription or any other

rights, privileges or options pertaining thereto, as if the Administrative Agent were the absolute owner thereof; provided that the Administrative Agent shall have no duty to exercise any of the foregoing rights afforded to it and shall not be responsible to any Grantor or any other Person for any failure to do so or delay in doing so.

(c) Voting Prior to an Event of Default. Unless and until an Event of Default shall have occurred and be continuing each Grantor shall have the right to vote the Pledged Collateral and to give consents, ratifications and waivers in respect thereof, and shall retain the power to control the direction, management and policies of any Person comprising the Pledged Collateral to the same extent as such Grantor would if the Pledged Collateral were not pledged to the Administrative Agent pursuant to this Agreement; provided, however, that no vote shall be cast or consent, waiver or ratification given or action taken which would have the effect of materially impairing the position or interest of the Administrative Agent and the Secured Parties in respect of the Pledged Collateral or which would alter the voting rights with respect to the stock or other ownership interest in or of any such Person or be inconsistent with or violate any provision of this Agreement, the Credit Agreement, or any other Loan Documents. If applicable, such Grantor shall be deemed the beneficial owner of all Pledged Collateral for purposes of Sections 13 and 16 of the Exchange Act and agrees to file all reports required to be filed by beneficial owners of securities thereunder. The Administrative Agent shall execute and deliver (or cause to be executed and delivered) to each Grantor all such proxies and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and other rights which it is entitled to exercise pursuant to this subsection (c) and to receive the distributions which it is authorized to receive and retain pursuant to this subsection (c).

(d) General Authority upon an Event of Default. During the continuance of any Event of Default:

(i) the Administrative Agent shall be entitled to receive all distributions and payments of any nature with respect to the Pledged Collateral, to be held by the Administrative Agent as part of the Collateral; and

(ii) the Administrative Agent shall have the right following prior written notice to the Grantor to vote or consent to take any action with respect to the Pledged Collateral and exercise all rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to the Pledged Collateral, as if the Administrative Agent were the absolute owner thereof.

(e) Distributions to Be Held for Administrative Agent. Distributions and other payments which are received by the Grantor but which it is not entitled to retain as a result of the operation of this Section 6 shall be held in trust for the benefit of the Administrative Agent, be segregated from the other property or funds of such Grantor, and be forthwith paid over or delivered to the Administrative Agent in the same form as so received.

(f) Certain Other Administrative Matters. The Administrative Agent may cause any of the Pledged Collateral to be transferred into its name or into the name of its nominee or nominees (subject to the revocable rights specified in this Section 6) if, in the

Administrative Agent's reasonable discretion, such action is necessary or desirable to protect or exercise the Administrative Agent's rights and interests hereunder. The Administrative Agent shall at all times have the right to exchange uncertificated Pledged Collateral for certificated Pledged Collateral, and to exchange certificated Pledged Collateral for certificates of larger or smaller denominations, for any purpose consistent with this Agreement.

SECTION 7 Authorization; Administrative Agent Appointed Attorney-in-Fact.

The Administrative Agent shall have the right to, in the name of any Grantor, or in the name of the Administrative Agent or otherwise, without notice to or assent by such Grantor, and each Grantor hereby constitutes and appoints the Administrative Agent (and any of the Administrative Agent's officers or employees or agents designated by the Administrative Agent) as such Grantor's true and lawful attorney-in-fact, with full power and authority to:

- (a) sign and file any of the financing statements which must be executed or filed to perfect or continue perfected, maintain the priority of or provide notice of the Administrative Agent's security interest in the Collateral and file any such financing statements by electronic means with or without a signature as authorized or required by applicable law or filing procedures;
- (b) take possession of and endorse any notes, acceptances, checks, drafts, money orders or other forms of payment or security and collect any Proceeds of any Collateral;
- (c) sign and endorse any invoice or bill of lading relating to any of the Collateral, warehouse or storage receipts, drafts against customers or other obligors, assignments, notices of assignment, verifications and notices to customers or other obligors;
- (d) notify the U.S. Postal Service and other postal authorities to change the address for delivery of mail addressed to any Grantor to such address as the Administrative Agent may designate (provided that the Administrative Agent agrees it will promptly deliver over to such Grantors any mail that does not relate to the Collateral); and, without limiting the generality of the foregoing, establish with any Person lockbox or similar arrangements for the payment of the Rights to Payment;
- (e) receive, open and dispose of all mail addressed to any Grantor (provided that the Administrative Agent agrees it will promptly deliver over to such Grantors any mail that does not relate to the Collateral);
- (f) send requests for verification of Rights to Payment to the customers or other obligors of any Grantor;
- (g) contact, or direct any Grantor to contact, all account debtors and other obligors on the Rights to Payment and instruct such account debtors and other obligors to make all payments directly to the Administrative Agent;
- (h) assert, adjust, sue for, compromise or release any claims under any policies of insurance;

(i) exercise dominion and control over, and refuse to permit further withdrawals from, Deposit Accounts maintained with Wells Fargo or any other bank, financial institution or other Person;

(j) notify each Person maintaining lockbox or similar arrangements for the payment of the Rights to Payment to remit all amounts representing collections on the Rights to Payment directly to the Administrative Agent;

(k) ask, demand, collect, receive and give acquittances and receipts for any and all Rights to Payment, enforce payment or any other rights in respect of the Rights to Payment and other Collateral, grant consents, agree to any amendments, modifications or waivers of the agreements and documents governing the Rights to Payment and other Collateral, and otherwise file any claims, take any action or institute, defend, settle or adjust any actions, suits or proceedings with respect to the Collateral, as the Administrative Agent may deem necessary or desirable to maintain, preserve and protect the Collateral, to collect the Collateral or to enforce the rights of the Administrative Agent with respect to the Collateral;

(l) execute any and all applications, documents, papers and instruments necessary for the Administrative Agent to use the Intellectual Property Collateral and grant or issue any exclusive or non-exclusive license or sublicense with respect to any Intellectual Property Collateral;

(m) execute any and all endorsements, assignments or other documents and instruments necessary to sell, lease, assign, convey or otherwise transfer title in or dispose of the Collateral;

(n) execute and deliver to any securities intermediary or other Person any entitlement order or other notice, document or instrument which the Administrative Agent may deem necessary or advisable (A) to realize upon the Collateral, and (B) to maintain, protect and preserve the Deposit Accounts and Investment Property and the Administrative Agent's security interest therein; and

(o) execute any and all such other documents and instruments, and do any and all acts and things for and on behalf of any Grantor, which the Administrative Agent may deem necessary or advisable (A) to realize upon the Collateral, and (B) to maintain, protect and preserve the Collateral and the Administrative Agent's security interest therein and to accomplish the purposes of this Agreement.

The Administrative Agent agrees that, except during the continuance of an Event of Default, it shall not exercise the power of attorney, or any rights granted to the Administrative Agent, pursuant to clauses (b) through (m), (n)(A) and (o)(A) above. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Lenders have any Commitments or any Letter of Credit remains outstanding or the Secured Obligations have not been paid and performed in full. Each Grantor hereby ratifies, to the extent permitted by law, all that the Administrative Agent shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

SECTION 8 Administrative Agent Performance of Company Obligations. The Administrative Agent may perform or pay any obligation which any Grantor has agreed to perform or pay under or in connection with this Agreement, and which such Grantor has failed to perform or pay as and when due, and such Grantor shall reimburse the Administrative Agent on demand for any amounts paid by the Administrative Agent pursuant to this Section 8.

SECTION 9 Administrative Agent's Duties. Notwithstanding any provision contained in this Agreement, the Administrative Agent shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to any Grantor or any other Person for any failure to do so or delay in doing so. Beyond the exercise of reasonable care to assure the safe custody of Collateral in the Administrative Agent's possession and the accounting for moneys actually received by the Administrative Agent hereunder, the Administrative Agent shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Collateral.

SECTION 10 Remedies.

(a) Remedies. Subject to Section 9.02 of the Credit Agreement, during the continuance of any Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies granted to it in this Agreement, the Credit Agreement or any other Loan Document, all rights and remedies of a secured party under the UCC and other applicable laws. Without limiting the generality of the foregoing, each Grantor agrees that:

(i) The Administrative Agent may peaceably and without notice enter any premises of any Grantor, take possession of any Collateral, remove or dispose of all or part of the Collateral on any premises of any Grantor or elsewhere, or, in the case of Equipment, render it nonfunctional, and otherwise collect, receive, appropriate and realize upon all or any part of the Collateral, and demand, give receipt for, settle, renew, extend, exchange, compromise, adjust, or sue for all or any part of the Collateral, as the Administrative Agent may determine.

(ii) The Administrative Agent may require any Grantor to assemble all or any part of the Collateral and make it available to the Administrative Agent, at any place and time designated by the Administrative Agent.

(iii) The Administrative Agent may use or transfer any of any Grantor's rights and interests in any Intellectual Property Collateral, by license, by sublicense (to the extent permitted by an applicable license) or otherwise, on such conditions and in such manner as the Administrative Agent may determine.

(iv) The Administrative Agent may secure the appointment of a receiver of the Collateral or any part thereof (to the extent and in the manner provided by applicable law).

(v) The Administrative Agent may withdraw (or cause to be withdrawn) any and all funds from any Deposit Accounts or securities accounts.

(vi) The Administrative Agent may sell, resell, lease, use, assign, transfer or otherwise dispose of any or all of the Collateral in its then condition or following any

commercially reasonable preparation or processing (utilizing in connection therewith any of any Grantor's assets, without charge or liability to the Administrative Agent therefor) at public or private sale, by one or more contracts, in one or more parcels, at the same or different times, for cash or credit or for future delivery without assumption of any credit risk, all as the Administrative Agent deems advisable; provided, however, that such Grantor shall be credited with the net proceeds of sale only when such proceeds are finally collected by the Administrative Agent. The Administrative Agent and each of the Lenders shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption, which right or equity of redemption each Grantor hereby releases, to the extent permitted by law. The Administrative Agent shall give each Grantor such notice of any public or private sale as may be required by the UCC or other applicable law. Each Grantor recognizes that the Administrative Agent may be unable to make a public sale of any or all of the Pledged Collateral, by reason of prohibitions contained in applicable securities laws or otherwise, and expressly agrees that a private sale to a restricted group of purchasers for investment and not with a view to any distribution thereof shall be considered a commercially reasonable sale.

(b) Sale of Collateral; Administrative Agent's Obligations. Neither the Administrative Agent nor any Lender shall have any obligation to clean up or otherwise prepare the Collateral for sale. The Administrative Agent has no obligation to attempt to satisfy the Secured Obligations by collecting them from any other Person liable for them and the Administrative Agent and the Lenders may release, modify or waive any Collateral provided by any other Person to secure any of the Secured Obligations, all without affecting the Administrative Agent's or any Lender's rights against the Grantors. Each Grantor waives any right it may have to require the Administrative Agent or any Lender to pursue any third Person for any of the Secured Obligations. The Administrative Agent and the Lenders may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. The Administrative Agent may sell the Collateral without giving any warranties as to the Collateral. The Administrative Agent may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral. If the Administrative Agent sells any of the Collateral upon credit, the Grantors will be credited only with payments actually made by the purchaser, received by the Administrative Agent and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, the Administrative Agent may resell the Collateral and the Grantors shall be credited with the proceeds of the sale.

(c) License. For the purpose of enabling the Administrative Agent to exercise its rights and remedies under this Section 10 or otherwise in connection with this Agreement, each Grantor hereby grants to the Administrative Agent an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to any Grantor) to use, license or sublicense any Intellectual Property Collateral.

(d) Proceeds Account. To the extent that any of the Secured Obligations may be contingent, unmatured or unliquidated at such time as there may exist an Event of Default (including with respect to undrawn amounts under any Letter of Credit), the Administrative Agent may, at its election (or at the direction of the Majority Lenders), (i) retain the proceeds of

any sale, collection, disposition or other realization upon the Collateral (or any portion thereof) in a special purpose non-interest-bearing restricted deposit account (the "Proceeds Account") created and maintained by the Administrative Agent for such purpose (which shall constitute a Deposit Account included within the Collateral hereunder) until such time as the Administrative Agent may elect to apply such proceeds to the Secured Obligations, and each Grantor agrees that such retention of such proceeds by the Administrative Agent shall not be deemed strict foreclosure with respect thereto; (ii) in any manner elected by the Administrative Agent, estimate the liquidated amount of any such contingent, unmatured or unliquidated claims and apply the proceeds of the Collateral against such amount; or (iii) otherwise proceed in any manner permitted by applicable law. Each Grantor agrees that the Proceeds Account shall be a blocked account and that upon the irrevocable deposit of funds into the Proceeds Account, such Grantor shall not have any right of withdrawal with respect to such funds without the consent of the Administrative Agent. Accordingly, each Grantor irrevocably waives until the termination of the security interests granted under this Agreement in accordance with Section 24 the right, without the consent of the Administrative Agent, to make any withdrawal from the Proceeds Account and the right, without the consent of the Administrative Agent, to instruct the Administrative Agent to honor drafts against the Proceeds Account.

(e) Application of Proceeds. Subject to subsection (d), cash proceeds actually received from the sale or other disposition or collection of Collateral, and any other amounts received in respect of the Collateral the application of which is not otherwise provided for herein, shall be applied in the order specified in Section 9.03 of the Credit Agreement. Any surplus thereof which exists after payment and performance in full of the Secured Obligations shall be promptly paid over to the Grantors entitled thereto or otherwise disposed of in accordance with the UCC or other applicable law. Each Grantor shall remain liable to the Administrative Agent and other Secured Parties for any deficiency which exists after any sale or other disposition or collection of Collateral.

SECTION 11 Certain Waivers. Each Grantor waives, to the fullest extent permitted by law, (i) any right of redemption with respect to the Collateral, whether before or after sale hereunder, and all rights, if any, of marshalling of the Collateral or other collateral or security for the Secured Obligations; (ii) any right to require the Administrative Agent or the Lenders (a) to proceed against any Person, (b) to exhaust any other collateral or security for any of the Secured Obligations, (c) to pursue any remedy in the Administrative Agent's or any of the Lenders' power, or (d) to make or give any presentments, demands for performance, notices of nonperformance, protests, notices of protests or notices of dishonor in connection with any of the Collateral; and (iii) all claims, damages, and demands against the Administrative Agent or the Lenders arising out of the repossession, retention, sale or application of the proceeds of any sale of the Collateral.

SECTION 12 Notices. All notices or other communications hereunder shall be given in the manner and to the addresses specified in, and shall be effective as provided in, the Credit Agreement.

SECTION 13 No Waiver; Cumulative Remedies. No failure on the part of the Administrative Agent or any Lender to exercise, and no delay in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial

exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies under this Agreement are cumulative and not exclusive of any rights, remedies, powers and privileges that may otherwise be available to the Administrative Agent or any Lender.

SECTION 14 Costs and Expenses; Indemnification; Other Charges.

(a) Costs and Expenses. The Grantors jointly and severally agree to pay on demand:

(i) the reasonable out-of-pocket costs and expenses of the Administrative Agent and any of its Affiliates, and the Administrative Agent's reasonable Attorney Costs, in connection with the negotiation, preparation, execution, delivery and administration of this Agreement, and any amendments, modifications or waivers of the terms thereof, any releases of Collateral, and the custody of the Collateral;

(ii) all reasonable title, appraisal (including the allocated costs of internal appraisal services), survey, audit, consulting, search, recording, filing and similar fees, costs and expenses incurred or sustained by the Administrative Agent or any of its Affiliates in connection with this Agreement or the Collateral; and

(iii) all costs and expenses of the Administrative Agent and its Affiliates, including all Attorney Costs, in connection with the enforcement or attempted enforcement of, and preservation of any rights or interests under, this Agreement, any out-of-court workout or other refinancing or restructuring or in any bankruptcy case, and the protection, sale or collection of, or other realization upon, any of the Collateral, including all expenses of taking, collecting, holding, sorting, handling, preparing for sale, selling, or the like, and other such expenses of sales and collections of Collateral, and any and all losses, costs and expenses sustained by the Administrative Agent and any Lender as a result of any failure by any Grantor to perform or observe its obligations contained herein.

(b) Indemnification. The Grantors jointly and severally hereby agree to indemnify, defend and hold the Agent-Related Persons, and each Secured Party and their respective Affiliates, directors, officers, employees, counsel, agents and attorneys-in-fact (collectively the "Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses and disbursements (including Attorney Costs) of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted against any such Indemnitee in any way relating to or arising out of or in connection with (i) the execution, delivery, enforcement, performance or administration of this Agreement or other Loan Document to which any Grantor is a party or any other agreement, letter or instrument delivered in connection with the transactions contemplated thereby or the consummation of the transactions contemplated thereby, or (ii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding) and regardless of whether any Indemnitee is a party thereto (all the foregoing, collectively, the "Indemnified Liabilities"), in all cases, whether or not caused by or arising, in whole or in part,

out of the negligence of the Indemnitee; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted to have resulted from the gross negligence or willful misconduct of such Indemnitee or (y) result from a claim brought by Holdings or any other Loan Party against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if Holdings or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. No Indemnitee shall be liable for any damages arising from the use by others of any information or other materials obtained through IntraLinks or other similar information transmission systems in connection with this Agreement, except to the extent such damages are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee, nor shall any Indemnitee have any liability for any indirect or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Effective Date).

(c) Other Charges. The Grantors jointly and severally agree to indemnify the Administrative Agent and each of the other Secured Parties against and hold each of them harmless from any and all present and future stamp, transfer, documentary and other such taxes, levies, fees, assessments and other charges made by any jurisdiction by reason of the execution, delivery, performance and enforcement of this Agreement.

(d) Interest. Any amounts payable to the Administrative Agent or any Secured Party under this Section 14 or otherwise under this Agreement if not paid upon demand shall bear interest from the date of such demand until paid in full, at a fluctuating interest rate per annum at all times equal to the default rate of interest applicable to Base Rate Loans specified in Section 2.08(c) of the Credit Agreement to the fullest extent permitted by applicable Law. Any such interest shall be due and payable upon demand and shall be calculated on the basis of a year of 365 or 366 days, as the case may be, and the actual number of days elapsed.

(e) Payment. Any All amounts due under this Section 14 shall be payable within ten Business Days after demand therefor.

(f) Survival. The agreements in this Section 14 shall survive the termination of the Commitments and repayment of all Secured Obligations.

SECTION 15 Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by any Grantor, the Administrative Agent, each Secured Party, each Indemnified Person referred to in Section 14 and their respective successors and assigns and shall bind any Person who becomes bound as a debtor to this Agreement.

SECTION 16 Governing Law. EXCEPT TO THE EXTENT GOVERNED BY THE BANKRUPTCY CODE, THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE

EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN CALIFORNIA; PROVIDED THAT THE ADMINISTRATIVE AGENT SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW (INCLUDING THE BANKRUPTCY CODE).

SECTION 17 Forum Selection and Consent to Jurisdiction.

(a) SUBMISSION TO JURISDICTION. IN THE EVENT THE BANKRUPTCY COURT DOES NOT HAVE OR REFUSES TO EXERCISE JURISDICTION WITH RESPECT THERETO, THE GRANTORS AND ADMINISTRATIVE AGENT EACH IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA SITTING IN SAN FRANCISCO COUNTY AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY DOCUMENT RELATING HERETO, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH CALIFORNIA STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR THE L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO AGAINST HOLDINGS OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(b) WAIVER OF VENUE. THE GRANTORS AND ADMINISTRATIVE AGENT EACH IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO IN ANY COURT REFERRED TO IN PARAGRAPH (A) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(c) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL

AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

SECTION 18 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

SECTION 19 Entire Agreement; Amendment. This Agreement, together with the other Loan Documents, embodies the entire agreement and understanding among the Grantors, the Lenders and the Administrative Agent, and supersedes all prior or contemporaneous agreements and understandings of such Persons, verbal or written, relating to the subject matter hereof and thereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

SECTION 20 Severability. If any provision of this Agreements or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 21 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 22 Incorporation of Provisions of the Credit Agreement. To the extent the Credit Agreement contains provisions of general applicability to the Loan Documents, including any such provisions contained in Article XI thereof, such provisions are incorporated herein by this reference.

SECTION 23 No Inconsistent Requirements. Each Grantor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and

provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 24 Termination; Releases. (i) Upon the termination of the Commitments of the Lenders, the surrender of any Letters of Credit issued for the account of any Grantor under the Credit Agreement and payment and performance in full of all Secured Obligations, the security interests granted under this Agreement shall terminate and the Administrative Agent shall promptly execute and deliver to each Grantor such documents and instruments reasonably requested by such Grantor as shall be necessary to evidence termination of all security interests given by any Grantor to the Administrative Agent hereunder; (ii) Concurrently with any permitted disposition of Collateral under the Loan Documents, the security interest hereunder shall automatically be released from the Collateral so disposed of; provided, however, that the security interest shall continue in the Proceeds thereof. Upon satisfaction of all conditions precedent to any permitted disposition set forth herein or in the other Loan Documents, at the expense of the Grantors, the Administrative Agent shall execute and deliver any releases or other documents reasonably requested by the relevant Grantor to accomplish or confirm the release of Collateral provided by this Section. Any such release shall specifically describe the portion of the Collateral to be released and shall be without recourse or warranty (other than a warranty that the Administrative Agent has not assigned its rights and interests to any other Person).

SECTION 25 Accession. Upon execution and delivery to the Administrative Agent of an Additional Guarantor Accession Agreement by a Subsidiary of Holdings as provided in Section 7.13 of the Credit Agreement, effective as of the Additional Guarantor Accession Date applicable thereto, such Guarantor shall be deemed a Grantor party hereto, and this Agreement shall be deemed amended to include any amendments to the Schedules provided by such Subsidiary in connection therewith.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered in San Francisco, California, by their proper and duly authorized officers as of the day and year first above written.

GRANTORS:

BUILDING MATERIALS HOLDING
CORPORATION

By _____
Name:
Title:

BMC WEST CORPORATION

By _____
Name:
Title:

SELECTBUILD CONSTRUCTION, INC.

By _____
Name:
Title:

SELECTBUILD NORTHERN
CALIFORNIA, INC.

By _____
Name:
Title:

C CONSTRUCTION, INC.

By _____
Name:
Title:

TWF CONSTRUCTION, INC.

By _____
Name:
Title:

H.N.R. FRAMING SYSTEMS INC.

By _____
Name:
Title:

SELECTBUILD SOUTHERN
CALIFORNIA, INC.

By _____
Name:
Title:

SELECTBUILD NEVADA, INC.

By _____
Name:
Title:

SELECTBUILD ARIZONA, LLC

By _____
Name:
Title:

SELECTBUILD ILLINOIS, LLC

By _____
Name:
Title:

ILLINOIS FRAMING, INC.

By _____
Name:
Title:

ADMINISTRATIVE AGENT:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By _____
Name:
Title:

SCHEDULE 1
to the Security Agreement

1. Locations of Chief Executive Office and other Locations, including of Collateral

a. Chief Executive Office and Principal Place of Business:

	Name	State	Entity Type	Location of Books and Chief Executive Office
1.	Building Materials Holding Corporation	Delaware	Corporation	720 Park Blvd., Ste 200 P. O. Box 70006 Boise, ID 83712-7714
2.	BMC West Corporation	Delaware	Corporation	720 Park Blvd., Ste 200 P. O. Box 70006 Boise, ID 83712-7714
3.	Illinois Framing, Inc.	Delaware	Corporation	410 Illinois Avenue St. Charles, IL 45947
4.	SelectBuild Construction, Inc.	Delaware	Corporation	720 Park Blvd., Ste 200 P. O. Box 70006 Boise, ID 83712-7714
5.	SelectBuild Northern California, Inc.	Delaware	Corporation	720 Park Blvd., Ste 200 P. O. Box 70006 Boise, ID 83712-7714
6.	SelectBuild Southern California, Inc.	Delaware	Corporation	720 Park Blvd., Ste 200 P. O. Box 70006 Boise, ID 83712-7714
7.	C Construction, Inc.	Delaware	Corporation	720 Park Blvd., Ste 200 P. O. Box 70006 Boise, ID 83712-7714

	Name	State	Entity Type	Location of Books and Chief Executive Office
8.	TWF Construction, Inc.	Delaware	Corporation	720 Park Blvd., Ste 200 P. O. Box 70006 Boise, ID 83712-7714
9.	H.N.R. Framing Systems Inc.	California	Corporation	720 Park Blvd., Ste 200 P. O. Box 70006 Boise, ID 83712-7714
10.	SelectBuild Illinois, LLC	Delaware	LLC	720 Park Blvd., Ste 200 P. O. Box 70006 Boise, ID 83712-7714
11.	SelectBuild Arizona, LLC	Delaware	LLC	720 Park Blvd., Ste 200 P. O. Box 70006 Boise, ID 83712-7714
12.	SelectBuild Nevada, Inc. (fka SelectBuild Nevada, LLC and KBI Construction, LLC)	Delaware	Corporation	720 Park Blvd., Ste 200 P. O. Box 70006 Boise, ID 83712-7714

b. Other locations where any Grantor conducts business or Collateral is kept:

Owned Real Property

	State	City Location Name	Street Address
1	AZ	BBP 70th Glendale	7777 North 70th Avenue
2	AZ	BBP Chandler (Land)	E of SWC of Arizona Ave. & Riggs Rd.
3	AZ	BBP Irving Tucson	4749 South Irving Street
4	AZ	KBI Glendale	6840 Frier Drive
5	AZ	KBI Topline Windows Glendale	10883 West Northview Avenue
6	AZ	KBI Tucson	3911 North Highway Drive

7	CA	Fresno	1330 North Maple Avenue
8	CA	Hanford (Land)	10701 Idaho Avenue
9	CA	Merced	398 West 16th Street
10	CA	Modesto	4237 Murphy Road
11	CA	Modesto Truss	2724 Nathan Avenue
12	CO	Colorado Springs	870 Paonia Street
13	CO	Colorado Springs Truss	720 Paonia Street
14	CO	Denver Centennial	7272 South Eagle Street
15	CO	Denver Door	7881 South Wheeling Court
16	CO	Denver Reload	1031 West Mississippi
17	CO	Fort Lupton Truss	1241 Denver Avenue
18	CO	Greeley	500 27th Street
19	CO	Pueblo	2700 West 4th Street
20	FL	WBC Sunrise	5555 Nob Hill Road
21	ID	Boise	11670 West Franklin Road
22	ID	Caldwell	Sky Ranch Business Park (Lots 6, 7, 8, 9)
23	ID	Idaho Falls	1425 North Holmes Avenue

	State	City Location Name	Street Address
24	ID	Idaho Falls Millwork	1550 Bennett Avenue
25	ID	Idaho Falls Truss	3715 Bombardier Avenue
26	ID	McCall Truss	14054 Burr Drive
27	ID	Rexburg	202 West Main Street
28	ID	Shelley	580 North State Street
29	MT	Helena	3200 US Highway 12 East
30	MT	Helena (Land)	Located on Prickly Pear Simmental Ranch (2515 Canyon Ferry Rd) - Helena School Tracts blk 7,8,11,12,15,16 south of York Rd
31	MT	Helena Truss	790 Nicole Street
32	MT	Kalispell Door	448 Ash Road
33	MT	Missoula	7320 Expressway
34	NV	Carson Valley (Minden)	2587 Business Parkway
35	NV	KBI Las Vegas (Land)	Range Road
	NV	KBI Las Vegas (Land)	Range Road - FLF98
	NV	KBI Las Vegas (Land)	Range Road - Monteverdi
	NV	KBI Las Vegas (Land)	Range Road - Premsrut
	NV	KBI Las Vegas (Land)	Range Road - Reeve
	NV	KBI Las Vegas (Land)	Range Road - Ripplinger
	NV	KBI Las Vegas (Land)	Range Road - Whiting
	NV	KBI Las Vegas (Land)	Range Road - Bevco
	NV	KBI Las Vegas (Land)	Range Road - Tottori
36	OR	Sherwood Millwork	20285 Cipole Road
37	TX	Abilene	2025 Industrial Boulevard
38	TX	Abilene Millwork	2241 Industrial Boulevard
39	TX	Cedar Park	1201 BMC Drive
40	TX	Cedar Park Millwork	1920 East Whitestone Boulevard

	State	City Location Name	Street Address
42	TX	El Paso Truss	12121 Dyer Road
43	TX	Frisco	7065 County Road 712
44	TX	Houston (Land)	7355 West Road
45	TX	Houston Millwork	16002 Tomball Parkway
46	TX	Hurst	104 East Hurst Boulevard
47	TX	Hurst Truss	121 South Norwood Drive
48	TX	Killeen	1000 East Veterans Memorial Blvd
49	TX	New Braunfels	3620 Highway FM 482
50	TX	Rosenberg	239 Highway 36 North
51	TX	Rosenberg Millwork	1319 State Spur 529
52	TX	Terrell LBM	501 Apache Trail
53	UT	Ogden	2380 South 1900 West
54	UT	Orem	117 South 1600 West
55	UT	Salt Lake City	7902 South 1410 West
56	UT	Salt Lake City Truss	7963 South 1530 West
57	WA	Everett	3200 35th Avenue NE
58	WA	Issaquah	5210 East Lake Sammamish Parkway SE
59	WA	Tacoma	9721 40th Avenue SW
60	WA	Vancouver	11316 NE Highway 99

Real Property Leased

	ST	City Location Name	Property Address
1	AZ	Scottsdale Office Space	21803 North Scottsdale Rd., Suite 220
2	AZ	Tucson Framing (8913)	3781 N. Highway Drive, Building 2, Suite 109 Tucson, AZ 85705
3	AZ	Tucson Framing	3824 N. Highway Drive, Tucson AZ
4	AZ	Phoenix Marvin Windows	4346 E Elwood Street, Ste 102, Phoenix, AZ
5	AZ	AZ Plumbing	4863 E Ingram, Mesa AZ
6	AZ	Chandler Lumber	6800 W Sundust, Chandler, AZ
7	AZ	AZ Admin	6845 West Frier Drive– Orangewood Glen MCR 221-37
8	AZ	MWPC Phoenix-Millwork	705 E Sheldon St Suite B, Prescott AZ 86301
9	AZ	AZ Admin	Dockage for Houseboat Slip Rental
10	AZ	AZ Admin	Storage Units
11	CA	San Diego Market Administration	1021 W Mission Ave, Ste A, Escondido, CA 92025
12	CA	Norcal Framing	1100 Business Pkwy. Stes A&B, Dixon, CA 95620
13	CA	Socal Division Admin	13465 & 13495 Gregg ST. Poway, CA
14	CA	Roseville Office Space	1410 Rocky Ridge Dr, Roseville, CA 95661
15	CA	Socal Concrete-RV	1640 W. Pellisier, Colton, CA 92324
16	CA	KBI Norcal Framing	1855 N 1st St. Ste C, Dixon, CA 95620
17	CA	KBI Norcal (Merced Office) - Framing	2260 Cooper Av. Ste B, Merced, CA 95348
18	CA	SelectBuild Nevada	2930 Marco St. Las Vegas, NV 89115
19	CA	Socal Dist-Truss Imperial	340 W Ralph Road, Imperial CA

	ST	City Location Name	Property Address
21	CA	SelectBuild Distribution-Mira Loma	3401 Etiwanda Bldg 831C Mira Loma, CA 91752
22	CA	San Francisco Apt	440 Davis Ct #1712, SF CA 94111
23	CA	Socal Concrete-LD	45-311 Golf Center Pkwy Ste. C Indio, CA 92201
24	CA	Socal Framing-LD	45-311 Golf Center Pkwy Ste B Indio, CA 92201
25	CA	Socal Dist-Truss-LD	45-311 Golf Ctr Pkwy, Ste D, Indio CA 92201
26	CA	Fresno-Truss	4685 E Hedges, Fresno CA
27	CA	C Construction	49751 OATES LANE COACHELLA, CA 92236
28	CA	Socal Framing-Inland Emp-RC	8780 Prestige Ct. Rancho Cucamonga, CA
29	CA	Socal Framing-SD	ALL Suites - New 2009 lease
30	CA	Marysville EWP	EWP Lease - Marysville
31	CA	Admin	Four Embarcadero Ctr, Stes 3200,3220,3250,3260,3280 & 3260, San Fran
32	CA	Fresno-Building Materials	Industrial Grade Crossing, Fresno,CA
33	CA	Marysville EWP	Kilns/Railcars - Marysville
34	CA	San Diego Storage Units	Offsite Storage Facilities
35	CA	Socal Dist-Truss-LD	Rail Spur 45-311 Golf Ctr Pkwy, Ste D, Indio CA 92201
36	CO	Denver Door	12299 Grant Street, Thornton, CO
37	CO	Ft. Collins BMC	2416 Donella Ct., Unit B, Fort Collins CO 80524
38	CO	Centennial BMC	3020 Carbon Place, Unit 101, Boulder, CO 80302
39	CO	Col. Springs Millwork	615 Wooten Road, Units 1 & 2, Colorado Springs, CO 90815
40	ID	Boise Millwork	12040 West Executive Drive, Boise, ID

	ST	City Location Name	Property Address
41	ID	Rexburg-Building Materials	189 N Main, Ste 111, Driggs, ID + warehouse
42	ID	Boise-Building Materials	2925 S Cole Rd., Boise ID
43	ID	Idaho Falls-Building Materials	5028 Rainbow Lane, Chubbuck, Idaho
44	ID	Boise Admin	720 Park Boulevard, Suite 230, Boise, ID 2568 sq ft
45	ID	Boise Admin	720 Park Boulevard, Suite 108, Boise, ID 10045 sq ft
46	ID	Boise Admin	720 Park Boulevard, Suite 115, Boise, ID 5935 sq ft
47	ID	Boise Admin	720 Park Boulevard, Suite 200, Boise, ID 27413 sq ft
48	ID	Boise Admin	720 Park Boulevard, Suite 275, Boise, ID 4477 sq ft with 280
49	ID	Boise Admin	720 Park Boulevard, Suite 280, Boise, ID 4477 sq ft with 275
50	ID	Eastern Idaho-Door & Millwork	8' x 20' Booth at 1568 Hitt Rd. Idaho Falls, ID
51	ID	Eastern Idaho-Garage Doors	966 Lincoln Rd, Ste H, Idaho Falls, ID 83401-2163
52	ID	Idaho Falls Rail Spur	Audit 166317-Folder 0049503, Idaho Falls, ID
53	IL	Chicago Framing	1060 E. Lake St. Hanover Park, IL
54	MT	Helena-Building Materials	3220 US Highway 12 East, Helena, MT
55	MT	Montana Framing	32D Shawnee Way, Bozeman, MT
56	NC	Charlotte BMC Millwork	1401 Tar Heel Rd, Charlotte, NC
57	NV	LV Stucco	1220 S Commerce St. Suite A, Las Vegas, NV
58	NV	LV Windows	2191 Mendenhall Dr Las Vegas, NV 89081
59	NV	LV Framing Storage Units	3 Storage Units: 9,36,355
60	NV	LV Data Center	302 East Carson St, Suite 100, Las Vegas NV 89101

	ST	City Location Name	Property Address
61	NV	LV Mechanical	3823 Losee Rd., N. Las Vegas, NV 89030
62	NV	LV Plumbing	4040 W. Russell Road, Las Vegas, NV 89118
63	NV	SelectBuild Nevada	4339 CORPORATE DRIVE LAS VEGAS, NV
64	NV	SB LV Admin	5201 S Polaris, Las Vegas, NV 89118
65	NV	LV Framing	6255 Range Rd Las Vegas, NV
66	NV	LV Framing	6255 Range Rd Las Vegas, NV
67	NV	Sparks-Millwork	650 Innovation Drive, Unit C, Reno, NV
68	NV	LV Concrete	6767 Spencer St. Las Vegas, NV 89119
69	NV	Sparks Rail Spur	Folder 02363-52
70	OR	Sherwood-Framing Install	12700 NW Barnes Rd., Portland, OR 97229
71	TX	Central Texas Truss	3620 FM 482, New Braunfels, TX 78132
72	TX	Frisco - BMC Millwork	10351 Home Road, Frisco, TX
73	TX	Austin Hardware/Showroom	11212 Metric Blvd, Ste 300, Austin, TX 78758
74	TX	San Antonio - BMC Millwork	11634 Rainbow Ridge, Helotes, TX
75	TX	Austin/San Antonio Windows	1311 Industrial Drive, New Braunfels, TX
76	TX	Houston - Lone Star Cabinets	16001 Tomball Parkway, Houston
77	TX	Rosenberg LBM /Showroom	1621 Avenue G, Rosenberg, TX
78	TX	MWPC Dallas-Millwork	1747 Northwest Loop 281, Longview, TX
79	TX	Houston Metro	3428 Fondren, Houston, TX
80	TX	MWPC Dallas-Millwork	4455 Camp Bowie #110, Fort Worth, TX

	ST	City Location Name	Property Address
81	TX	MWPC Dallas-Millwork	5920 66th Street- Units 6,7,8 & 9
82	TX	Austin/San Antonio Windows	603 RR Route 2093, Unit 1103, Fredericksburg, TX 78624
83	TX	Austin/San Antonio Windows	814 Arion Parkway, Ste 170, San Antonio, TX 78216
84	TX	San Antonio - BMC Millwork	9815 Signal Hill, Helotes, TX
85	TX	Rosenberg LBM	Property No. 1617-Lease 80187822- Rosenberg TX- parking lot by RR tracks
86	UT	Salt Lake-Building Materials	7132 N Silver Creek Rd., Suites C & D, Park City, UT 84098
87	UT	Orem-Rail Spur	Audit 246371 Folder 0247280 (Orem)
88	UT	Orem-Rail Spur	Audit 246371 Folder 0247280 (Orem)
89	UT	Clyde Rail Spur	Audit 50557-Folder 0050557, Clyde, UT old(Utah Transit Authority)=Acct 1228633-UP 0050557, Clyde, UT
90	WA	Issaquah-Building Materials	5210 E Lake Sammamish Pkwy SE, Issaquah WA 98029
91	WA	Everett Satellite-Burlington	940 Spruce St. Burlington WA 98233
92	WA	Tacoma-Building Materials	9721 40th Ave SW, Tacoma, WA 97499
93	WA	Tacoma-Building Materials Booth	Space 90/91 6010 Main Street, Lakewood WA

2. Locations of Books Pertaining to Rights to Payment

See Schedule 1.

3. Jurisdiction of Organization

Grantor	Filing Office
Building Materials Holding Corporation	Delaware Secretary of State
BMC West Corporation	Delaware Secretary of State

Illinois Framing, Inc.	Delaware Secretary of State
SelectBuild Construction, Inc.	Delaware Secretary of State
SelectBuild Northern California, Inc.	Delaware Secretary of State
SelectBuild Southern California, Inc.	Delaware Secretary of State
C Construction, Inc.	Delaware Secretary of State
TWF Construction, Inc.	Delaware Secretary of State
H.N.R. Framing Systems Inc.	California Secretary of State
SelectBuild Arizona, LLC	Delaware Secretary of State
SelectBuild Nevada, Inc.	Delaware Secretary of State
SelectBuild Illinois, LLC	Delaware Secretary of State

4. Trade Names and Trade Styles; Other Corporate, Trade or Fictitious Names; Etc.

<u>Mark</u>	<u>Applicant</u>	<u>Reg. #</u>	<u>Filing Date</u>
Star Logo	BMC West Corporation	1,082,551	5/2/77
Lonestar	BMC West Corporation	2,838,268	6/17/03
Lone Star Plywood & Door Corporation	BMC West Corporation	1,877,642	11/29/93
Heritage Architectural Moulding (abandoned)	BMC West Corporation	2,158,706	4/17/97
BMC West	BMC West Corporation	2,015,252	9/26/95
Castleberry (abandoned)	BMCW SouthCentral, L.P.	2,377,185	4/30/99
BMC Millwork	BMC West Corporation	2,772,209	6/07/01
Hillsdale (abandoned)	BMC West Corporation	2,546,790	1/12/01
KBI [the design] (will not renew)	BMC Framing, Inc.	2,656,432	2/04/02

KBI [the mark]	Knipp Brothers Industries, LLC	3,087,643	5/19/05
Knipp Brothers Industries (will not renew)	BMC Framing, Inc.	2,644,835	10/29/02
Performa (abandoned)	BMC West Corporation	2,687,040	4/19/00
Performa Vinyl Windows (abandoned)	BMC West Corporation	2,732,576	4/19/00
Stripling Blake (abandoned)	BMCW SouthCentral, L.P.	2,536,414	6/07/01
Royal Door (abandoned)	BMCW SouthCentral, L.P.	2,624,689	10/26/01
BMC Construction	BMC West Corporation	2,931,314	12/13/02
Castleberry (abandoned)	BMCW SouthCentral, L.P.	58656	5/3/99
SelectBuild	BMC Construction, Inc.	3,267,514	9/28/06
SelectBuild [and design]	BMC Construction, Inc.	3,267,516	9/28/06
Plumb Bob [service mark]	Building Materials Holding Corporation	3,599,000	3/31/09

Other DBAs and Fictitious Business Names

**BMC WEST CORPORATION
(formerly known as BMC Holdings, Inc.)**

ARIZONA

BMC Wholesale Building Materials (expired)
BMC West

CALIFORNIA

BMC West
Royal Door
SelectBuild

COLORADO

BMC Construction
BMC West Door & Millwork
Denver Custom Millwork
Denver Door and Millwork, Inc.
Economy Building Materials
Economy Lumber and Hardware

Economy Lumber Co.
Metro Door and Window Inc.
Top Flight Stairs

FLORIDA

BMC Millwork

IDAHO

BMC West
BMC West Building Materials
Sawtooth Door
Sawtooth Door Co.
Sawtooth Pre-hung Doors

MINNESOTA

BMC Millwork

MISSOURI

BMC Millwork

MONTANA

BMC Millwork
Poulsen's (expired)
Poulsen's, Inc. (expired)
Western Door Company (inactive)
Wood Specialty Company

NEVADA

BMC Millwork
Carson Building Supply
Carson Valley Truss
Champion Building Supply
Logan Lumber Company
Marvin Windows Planning Center (expired)
Sticks' n' Stones

NORTH CAROLINA

BMC Millwork
Royal Door

OKLAHOMA

Marvin Windows Planning Center

OREGON

BMC West
BMC Construction

PENNSYLVANIA

Royal Door
BMC Millwork

TEXAS:

Abilene Lumber
Abilene Door & Truss
BMC Millwork
Castleberry Mill & Lumber, Inc.
Clarke/Farek Building Supply Center (expired)
Home Lumber
Hurst Lumber
Lone Star Plywood & Door
Marvin Windows Planning Center
Royal Door
Stripling Blake Window Division
Stripling-Blake Lumber Company

UTAH

Pioneer Architectural Sales
Pioneer Lumber Sales
Pioneer Window Sales
BMC West Building Materials
BMC West Building Materials Centers
BMC West
Salt Lake Door & Hardware
BMC Millwork

VIRGINIA

BMC Millwork

WASHINGTON

BMC Holdings, Inc.
BMC West Corporation
BMC West
Heart Truss
Henry Bacon
Henry Bacon Building Materials, Inc.
Hillsdale Sash and Door
Lone Star Plywood and Door Corp.
Star Building Materials

**SELECTBUILD CONSTRUCTION, INC.
(formerly known as BMC Construction, Inc.,
BMC Framing, Inc., and BMHC Framing, Inc.)**

CALIFORNIA

Vaughn Road, LLC

SELECTBUILD NORTHERN CALIFORNIA, INC.
(formerly known as KBI Norcal, KBI Norcal Windows, Inc.,
RJ Norcal, LLC, and Vaughn Road, LLC)

CALIFORNIA

BMC West Building Materials (pending)
KBI Distribution
KBI Truss
SelectBuild
SelectBuild Distribution

C CONSTRUCTION, INC.

ARIZONA

Campbell Concrete of Arizona

CALIFORNIA

BMC West Building Materials
Campbell Concrete of California
Campbell Concrete of Northern California
SR Campbell Plumbing of California
SelectBuild
Sterling Trenching of California
SB Logistics

NEVADA

BMC Concrete
Campbell Concrete of Nevada
SelectBuild
SR Campbell Plumbing of Nevada
Sterling Trenching of Nevada

H.N.R. FRAMING SYSTEMS INC.

CALIFORNIA

Poway Truss
SelectBuild
SelectBuild Distribution

TWF CONSTRUCTION, INC.

CALIFORNIA

Boulders West Components
SelectBuild
SelectBuild Distribution

SELECTBUILD NEVADA, INC.
(formerly known as SelectBuild Nevada, LLC, KBI Construction, LLC, Knipp Brothers Industries, LLC, and Knipp Brothers, LLC)

ARIZONA

Glendale Truss
KBI Distribution
SelectBuild Distribution
SelectBuild

NEVADA

BMC West Building Materials
SelectBuild
SelectBuild Distribution
Glendale Truss

SELECTBUILD ARIZONA, LLC

ARIZONA

SelectBuild
SelectBuild Distribution

SELECTBUILD ILLINOIS, LLC
(formerly known as RCI Construction, LLC)

ILLINOIS

SelectBuild

5. Deposit Accounts

Debtors' Bank Accounts

	Bank	Account Number	Description	ZBA Link
1.	Wells Fargo Bank	12662417	BMHC – Short-term Money Market Investments	Stand Alone
2.	Wells Fargo Bank	4121791669	BMHC – Building Materials Holding Corporation (Collateral Acct)	Stand Alone
3.	Wells Fargo Bank	4518014824	BMHC - Concentration	Stand Alone

	Bank	Account Number	Description	ZBA Link
4.	Wells Fargo Bank	4588533182	BMCW – Corporation (Co. 10) - General	4518014824
5.	Wells Fargo Bank	4945051712	BMCW – Corporation (Co. 10) - ACH	4588533182
6.	Wells Fargo Bank	4759608268	BMCW – Corporation (Co. 10) - Payroll	4588533182
7.	Wells Fargo Bank	4759608276	BMCW – Corporation (Co. 10) - A/P	4588533182
8.	Wells Fargo Bank	4187515523	BMCW – Corporation - Returns	4588533182
9.	Wells Fargo Bank	4375671781	BMCW – Depository	4588533182
10.	Wells Fargo Bank	4518081286	BMCW – Corporation - DTC	4588533182
11.	Wells Fargo Bank	4030005185	BMCW – Electronic Receipts	4588533182
12.	Wells Fargo Bank	9600089749	BMCW – Corporation (Co. 10) - A/P	4588533182
13.	Wells Fargo Bank	4759625908	BMCW – LP SouthCentral (Co. 32) - A/P	4588533182
14.	Wells Fargo Bank	4759625940	BMCW – LP SouthCentral (Co. 32) - Payroll	4588533182
15.	Wells Fargo Bank	4121232698	SB – SelectBuild – Corporation (Co. 90) - General	4518014824
16.	Wells Fargo Bank	9600064635	SB – SelectBuild – Corporation (Co. 90) - Payroll	4121232698
17.	Wells Fargo Bank	9600064654	SB – SelectBuild – Corporation (Co. 90) - A/P	4121232698
18.	Wells Fargo Bank	4121232706	SB – SelectBuild – Corporation (Co. 90) ACH	4121232698
19.	Wells Fargo Bank	4121339584	BMHC – Corporation (Co. 99) - General	4518014824
20.	Wells Fargo Bank	4121339592	BMHC – Corporation (Co. 99) - ACH	4121339584
21.	Wells Fargo Bank	9600080313	BMHC – Corporation (Co. 99) - A/P	4121339584
22.	Wells Fargo Bank	9600080328	BMHC – Corporation (Co. 99) - Payroll	4121339584
23.	Wells Fargo Bank	4091215152	BMHC – San Francisco Disbursements	4121339584
24.	Wells Fargo Bank	9600092916	BMHC – BMC Insurance	4121339584
25.	Wells Fargo Bank	4759037062	BMHC – Flexible Spending	4121339584
26.	Wells Fargo Bank	4759608250	BMHC – Corporation - Benefits	4121339584
27.	Wells Fargo Bank	9600087357	BMHC – California Employee Benefit Plan	4121339584
28.	Wells Fargo Bank	4121468102	BMHC – SelectBuild Florida	4121339584
29.	Wells Fargo Bank	4121468110	BMHC – SelectBuild California	4121339584
30.	Wells Fargo Bank	9600097213	BMHC – CoreSource Benefits	4121339584
31.	Wells Fargo Bank	9600097228	BMHC – CoreSource Flexible Spending	4121339584
32.	Wells Fargo Bank	4121824429	BMHC – BMHC Cigna Benefit Plan	4588533182
33.	Wells Fargo Bank	9600108678	SB – Riggs Plumbing - A/P	4121232698
34.	Wells Fargo Bank	9600108682	SB – TWF Construction, Inc. - A/P	4121232698
35.	Wells Fargo Bank	9600108697	SB – SelectBuild Northern California, Inc. - A/P	4121232698

	Bank	Account Number	Description	ZBA Link
36.	Wells Fargo Bank	9600108703	SB – SelectBuild Nevada, Inc. - A/P	4121232698
37.	Wells Fargo Bank	9600108741	SB – SelectBuild Arizona, LLC - A/P	4121232698
38.	Wells Fargo Bank	9600108794	SB – C Construction Inc. - A/P	4121232698
39.	Wells Fargo Bank	9600110991	SB – Riggs Plumbing LLC - Payroll	4121232698
40.	Wells Fargo Bank	9600110987	SB – TWF Construction, Inc. - Payroll	4121232698
41.	Wells Fargo Bank	9600110628	SB – SelectBuild Northern California, Inc. - Payroll	4121232698
42.	Wells Fargo Bank	9600110972	SB – SelectBuild Nevada, Inc. - Payroll	4121232698
43.	Wells Fargo Bank	9600110949	SB – SelectBuild Arizona, LLC - Payroll	4121232698
44.	Wells Fargo Bank	9600110934	SB – C Construction Inc. - Payroll	4121232698
45.	Wells Fargo Bank	9600060474	SB – HNR Framing Systems, Inc. - Payroll	4121232698
46.	Wells Fargo Bank	4121140586	SB – SelectBuild Nevada – Las Vegas - General	4121232698
47.	Wells Fargo Bank	9600191134	SB – SelectBuild Nevada – Las Vegas Payroll	4121140586
48.	Wells Fargo Bank	4000036335	SB – SelectBuild Northern California - Concentration	4121232698
49.	Wells Fargo Bank	9600032759	SB – SelectBuild Northern California A/P	4000036335
50.	Wells Fargo Bank	9600032763	SB – SelectBuild Northern California - Payroll	4000036335
51.	Wells Fargo Bank	4121180798	SB – C – Campbell Companies - Concentration	4121232698
52.	Wells Fargo Bank	4121349336	SB – SelectBuild – Southern California Framing - Concentration	4121232698
53.	Wells Fargo Bank	4945075448	SB – SelectBuild Arizona – Knipp Brothers Depository	4121232698
54.	Wells Fargo Bank	9600088686	SB – SelectBuild Arizona – Flexible Spending Account	4945075448
55.	Wells Fargo Bank	4121176440	SB – SelectBuild Arizona – Companies Concentration	4121232698
56.	Wells Fargo Bank	4121176457	SB – SelectBuild Arizona – Concrete Depository	4121176440
57.	Wells Fargo Bank	9600059228	SB – SelectBuild Arizona – Concrete Health	4121176440
58.	Wells Fargo Bank	4121112502	SB – SelectBuild Arizona – Plumbing Concentration	4121232698
59.	Wells Fargo Bank	4121112510	SB – SelectBuild Arizona - Plumbing Merchant	4121112502
60.	Wells Fargo Bank	4121112528	SB – SelectBuild Arizona - Plumbing Depository	4121112502
61.	Wells Fargo Bank	4121230353	SB – TWF Construction, Inc. - Concentration	4121232698
62.	Wachovia Bank	2000045277715	SB – SelectBuild Illinois, LLC - Payroll	Stand Alone

	Bank	Account Number	Description	ZBA Link
63.	Wachovia Bank	2000045263606	SB – Illinois Framing, Inc. - Payroll	Stand Alone
64.	First National Bank	2600199401	BMC West Depository - Abilene Lumber	Stand Alone
65.	Union State Bank	27006603	BMC West Depository - Killeen	Stand Alone
66.	Whitney National Bank	0750084014	BMC West Depository - Houston	Stand Alone
67.	US Bank-Idaho	153352231598	BMC West Depository - Shelley 1408	Stand Alone

6. Investment Property

All Investment Property is set forth on Schedule 3 below.

7. Instruments and Chattel Paper

None.

8. Leased Equipment

See attached Leased Equipment Annex, on file with the Administrative Agent.

9. Commercial Tort Claims

None

10. Letter-of-Credit Rights

None

SCHEDULE 1

8. Leased Equipment

Q1-09 SB Lease Expense	875,297
Q1-09 West Lease Expense	1,713,516
Lease Expense (All Co. SBOS)	2,588,813
Q1-09 Continuing Ops Expense	2,588,813

Remaining 2009 SB Lease Expense
Remaining 2009 West Lease Expense
Remaining 2009 Continuing Ops Expense

2010 SB Lease Expense	1,713,516
2010 West Lease Expense	1,713,516
Lease Expense (All Co. SBOS)	3,427,032

2010 SB Lease Expense	1,713,516
2010 West Lease Expense	1,713,516
Lease Expense (All Co. SBOS)	3,427,032

2011 SB Lease Expense	1,713,516
2011 West Lease Expense	1,713,516
Lease Expense (All Co. SBOS)	3,427,032

2012 SB Lease Expense	1,713,516
2012 West Lease Expense	1,713,516
Lease Expense (All Co. SBOS)	3,427,032

2013 SB Lease Expense	1,713,516
2013 West Lease Expense	1,713,516
Lease Expense (All Co. SBOS)	3,427,032

2014 SB Lease Expense	1,713,516
2014 West Lease Expense	1,713,516
Lease Expense (All Co. SBOS)	3,427,032

2015 SB Lease Expense	1,713,516
2015 West Lease Expense	1,713,516
Lease Expense (All Co. SBOS)	3,427,032

CO-Acct	Asset-BU	Acct	CO	ASSET #	BU	LEASE CO	SERIAL #VIN	EFF DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8300-8020	19191 BU 1800	8300-8020	10	19191	1800	GE Fleet	1FDAF57P13EC02237	21/03	12/109	35.00	72	2003	FORD F250
10-8300-8020	18580 BU 2226	8300-8020	10	18580	2226	GE Fleet	1FTSX20565E48043	21/05	12/109	35.00	48	2005	FORD F250
10-8300-8020	18508 BU 3508	8300-8020	10	18508	3508	GE Fleet	1FTNF21L24EB26782	31/04	228/09	35.00	60	2004	FORD F250
10-8300-8020	18514 BU 1102	8300-8020	10	18514	1102	GE Fleet	1FTNF20LX4EB64696	41/04	321/09	395.15	60	2004	FORD F250
10-8300-8020	97826 BU 4300	8300-8020	10	97826	4300	GE Fleet	1HTNMAAN131578754	21/03	12/109	35.00	72	2003	INTL 4300
10-8300-8020	18483 BU 5703	8300-8020	10	18483	5703	GE Fleet	2FTRX1TW4CA3C3988	21/04	12/109	35.00	60	2004	FORD F150
10-8300-8020	19190 BU 5953	8300-8020	10	19190	5953	GE Fleet	1FDAF56P3XC07356	21/03	228/09	35.00	72	2003	FORD F550
10-8300-8020	97537A BU 5953	8300-8020	10	97537A	5953	GE Fleet	97537B	31/04	228/09	35.00	60	2004	Morgan DMTBL van
10-8300-8020	97537B BU 5953	8300-8020	10	97537B	5953	GE Fleet	97539A	31/04	228/09	35.00	60	2003	Morgan DMTBL van
10-8300-8020	97539A BU 5953	8300-8020	10	97539A	5953	GE Fleet	97539B	31/04	228/09	35.00	60	2003	Morgan DMTBL van
10-8300-8020	97540A BU 6903	8300-8020	10	97540A	6903	GE Fleet	97540B	31/04	228/09	35.00	60	2003	Morgan DMTBL van
10-8300-8020	97540B BU 6903	8300-8020	10	97540B	6903	GE Fleet	97540C	31/04	228/09	35.00	60	2003	Morgan DMTBL van
10-8300-8020	97540C BU 6903	8300-8020	10	97540C	6903	GE Fleet	750408	21/04	12/109	35.00	60	2003	Morgan DMTBL van
10-8300-8020	5023M BU 7100	8300-8020	10	5023M	7100	GE Fleet	H177B46859B	41/04	321/09	35.00	60	2004	HYSTR H65XM
10-8300-8020	5016H BU 1102	8300-8020	10	5016H	1102	GE Fleet	K005V05993A	41/04	321/09	35.00	60	2004	HYSTR H90XMS
10-8300-8020	1666H BU 4500	8300-8020	10	1666H	4500	GE Fleet	INKDLU9X93R96444	41/03	321/09	35.00	72	2003	KNWTH T800
10-8300-8020	89387 BU 6700	8300-8020	10	89387	6700	GE Fleet	2FTRF17204C42452	41/03	321/09	35.00	60	2004	FORD F150
10-8300-8020	18516 BU 6712	8300-8020	10	18516	6712	GE Fleet	2NKMHD7X63M396655	41/03	321/09	35.00	72	2003	KNWTH T300
10-8300-8020	97527 BU 6753	8300-8020	10	97527	6753	GE Fleet	L005V01552B	41/04	321/09	35.00	60	2004	HYSTR H100XM
10-8300-8020	5024H BU 7200	8300-8020	10	5024H	7200	GE Fleet	1D7HA18P171544430	12/104	321/09	35.00	28	2007	DODGE
10-8300-8020	50227 BU 7253	8300-8020	10	50227	7253	GE Fleet	1FTNX21844EB72991	11/04	12/108	35.00	60	2004	FORD F250
10-8300-8020	18480 BU 1402	8300-8020	10	18480	1402	GE Fleet	548663115532D	12/103	103/008	35.00	60	2003	SLUCK TMP55
10-8300-8020	1012F BU 3501	8300-8020	10	1012F	3501	GE Fleet	1FTVFI2564NA33077	11/103	103/008	35.00	60	2004	FORD F150
10-8300-8020	18473 BU 5783	8300-8020	10	18473	5783	GE Fleet	1FTNE21L03HBA2426	71/03	630/08	35.00	60	2003	FORD E250
10-8300-8020	18446 BU 5954	8300-8020	10	18446	5954	GE Fleet	00E187V20831A	11/103	103/108	35.00	60	2003	YALE GLC 050 TG
10-8300-8020	8001P BU 6903	8300-8020	10	8001P	6903	GE Fleet	00E187V20831A	11/103	103/108	35.00	60	2003	YALE GLC 050 TG
10-8300-8020	8002P BU 6903	8300-8020	10	8002P	6903	GE Fleet	00E187V20831A	11/103	103/108	35.00	60	2003	HYSTR H90XMS
10-8300-8020	5021H BU 7502	8300-8020	10	5021H	7502	GE Fleet	K005V04463A	11/103	103/108	35.00	60	2003	FORD F550
10-8300-8020	19192 BU 1402	8300-8020	10	19192	1402	GE Fleet	1FDAF57P73EC13078	31/03	228/09	540.76	72	2003	FORD F550
10-8300-8020	1695H BU 1101	8300-8020	10	1695H	1101	GE Fleet	L005V02670B	101/04	321/09	707.63	60	2004	HYSTR H100XM
10-8300-8020	89385 BU 4500	8300-8020	10	89385	4500	GE Fleet	1XKDDU9X13395449	12/2010	12/2010	1,080.81	84	2003	KNWTH T800
10-8300-8020	18504 BU 2400	8300-8020	10	18504	2400	GE Fleet	1FTNF20LX4BC69965	51/04	430/09	363.01	60	2004	FORD F250
10-8300-8020	18511 BU 3508	8300-8020	10	18511	3508	GE Fleet	1FTNF21L34BC37609	51/04	430/09	409.19	60	2004	FORD F250
10-8300-8020	97529 BU 3533	8300-8020	10	97529	3533	GE Fleet	2NKMHD7X04M050358	51/03	430/09	966.92	72	2004	KNWTH T300
10-8300-8020	1672M BU 2200	8300-8020	10	1672M	2200	GE Fleet	750439	51/04	430/09	609.74	60	2004	MNTOU
10-8300-8020	1683K BU 6800	8300-8020	10	1683K	6800	GE Fleet	56294035532D27569	51/04	430/09	627.73	60	2004	SLUCK TMP55
10-8300-8020	18498 BU 5402	8300-8020	10	18498	5402	GE Fleet	1FDWF36S24EC75179	61/04	531/09	471.04	60	2004	FORD F350
10-8300-8020	18521 BU 1800	8300-8020	10	18521	1800	GE Fleet	3FTNF21L94MA13678	61/04	531/09	471.13	60	2004	FORD F350
10-8300-8020	60312 BU 6910	8300-8020	10	60312	6910	GE Fleet	1D7HA18P571507421	21/07	531/09	774.80	28	2007	DODGE 1500
10-8300-8020	79210 BU 8915	8300-8020	10	79210	8915	GE Fleet	2XKMD48X14M051253	61/03	531/09	901.93	72	2004	KNWTH T300
10-8300-8020	89389 BU 2700	8300-8020	10	89389	2700	GE Fleet	1XKDDU9X34R051623	61/03	531/09	1,269.22	72	2004	KNWTH T800
10-8300-8020	89390 BU 2800	8300-8020	10	89390	2800	GE Fleet	1XKDDU9X34R052483	61/03	531/09	1,245.41	72	2004	KNWTH T800
10-8300-8020	99399 BU 1100	8300-8020	10	99399	1100	GE Fleet	1XKDDU9X44R052540	61/03	531/09	1,530.19	72	2004	KNWTH T800 #28
10-8300-8020	1694M BU 4250	8300-8020	10	1694M	4250	GE Fleet	750743	61/04	531/09	644.74	60	2004	MNTOU
10-8300-8020	18520 BU 3803	8300-8020	10	18520	3803	GE Fleet	1FDWF36L64BC43103	71/04	630/09	502.86	60	2004	FORD F350
10-8300-8020	18523 BU 4303	8300-8020	10	18523	4303	GE Fleet	1FTVX14514NA81967	71/04	630/09	572.59	60	2004	FORD F350
10-8300-8020	19259 BU 6655	8300-8020	10	19259	6655	GE Fleet	1FTWF22P14BC95946	71/04	630/09	534.08	60	2004	FORD F350
10-8300-8020	60027 BU 6711	8300-8020	10	60027	6711	GE Fleet	1FTRW12W26K4C5246	31/06	630/09	725.94	40	2006	FORD F150
10-8300-8020	89391 BU 4502	8300-8020	10	89391	4502	GE Fleet	1XKDDU9X44R052636	71/03	630/09	2,697.68	72	2004	KNWTH T800
10-8300-8020	89392 BU 4502	8300-8020	10	89392	4502	GE Fleet	1XKDDU9X44R052637	71/03	630/09	2,697.68	72	2004	KNWTH T800
10-8300-8020	89393 BU 6000	8300-8020	10	89393	6000	GE Fleet	1XKDDU9X44R055425	71/03	630/09	1,239.38	72	2003	KNWTH T800
10-8300-8020	89394 BU 6710	8300-8020	10	89394	6710	GE Fleet	1XKDDU9X44R055426	71/03	630/09	605.91	60	2004	HYSTR H90XMS
10-8300-8020	1667H BU 4500	8300-8020	10	1667H	4500	GE Fleet	L005V02193B	71/04	630/09	614.44	60	2004	HYSTR H80XL
10-8300-8020	1679H BU 1100	8300-8020	10	1679H	1100	GE Fleet	L005V02181B	71/04	630/09	614.44	60	2004	HYSTR H80XL
10-8300-8020	1680H BU 1101	8300-8020	10	1680H	1101	GE Fleet	L005V02181B	71/04	630/09	614.44	60	2004	HYSTR H80XL
10-8300-8020	1682H BU 7100	8300-8020	10	1682H	7100	GE Fleet	L005V02184B	71/04	630/09	589.26	60	2004	HYSTR H90XMS
10-8300-8020	1703P BU 5800	8300-8020	10	1703P	5800	GE Fleet	TP95001804	71/04	630/09	628.41	60	2004	PRCTN P350
10-8300-8020	1704M BU 2320	8300-8020	10	1704M	2320	GE Fleet	750760	71/04	630/09	651.46	60	2004	MNTOU TMT 320 F
10-8300-8020	7006K BU 3490	8300-8020	10	7006K	3490	GE Fleet	56834055532D	71/04	630/09	631.38	60	2004	SLUCK TMP55
10-8300-8020	7009M BU 1100	8300-8020	10	7009M	1100	GE Fleet	00ARB0980U554067K	71/04	630/09	1,108.65	60	2004	MNTOU 1340L SKT
10-8300-8020	18519 BU 6903	8300-8020	10	18519	6903	GE Fleet	2FTRE17W4CA97224	81/04	731/09	351.65	60	2004	FORD F150

CO-Asset	Asset-BU	Asset	CO	ASSET #	BU	LEASE CO	SERIAL #VIN	EFF DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8300-8020	18523 BU 7206	8300-8020	10	18523	7206	GE Fleet	1FTNX20L44EC9248	8/1/04	7/31/09	452.59	60	2004	FORD F250
10-8300-8020	18526 BU 7253	8300-8020	10	18526	7253	GE Fleet	1FTRE14W84HB05566	9/1/04	8/31/09	367.74	60	2004	FORD E150 Van
10-8300-8020	18536 BU 6903	8300-8020	10	18536	6903	GE Fleet	1FTYRL0D64PB35322	9/1/04	8/31/09	300.89	60	2004	FORD Ranger
10-8895-8020	60106 BU 6753	8895-8020	10	60106	6753	GE Fleet	1DTHA18P87J518802	9/1/06	8/31/09	607.82	36	2007	DODGE 1500
10-8895-8020	60107 BU 6753	8895-8020	10	60107	6753	GE Fleet	1DTHA18P87J516222	9/1/06	8/31/09	605.79	36	2007	DODGE 1500
10-8895-8020	60370 BU 6903	8895-8020	10	60370	6903	GE Fleet	1DTHA18P37J599266	5/1/07	8/31/09	775.06	28	2007	DODGE 1500
10-8300-8020	89395 BU 6700	8300-8020	10	89395	6700	GE Fleet	1XKDDU9X34R058610	9/1/03	8/31/09	1,306.16	72	2004	KNWTH T800
10-8300-8020	97534 BU 3533	8300-8020	10	97534	3533	GE Fleet	2NKGDDHTX4M058589	9/1/03	8/31/09	1,034.83	72	2004	KNWTH T300
10-8300-8020	99403 BU 2400	8300-8020	10	99403	2400	GE Fleet	1NKDLU9X34R057843	9/1/03	8/31/09	1,536.18	72	2004	KNWTH T800
10-8300-8020	99404 BU 1800	8300-8020	10	99404	1800	GE Fleet	1NKDLU9X14R056724	9/1/03	8/31/09	1,558.66	72	2004	KNWTH T800
10-8300-8020	99405 BU 5150	8300-8020	10	99405	5150	GE Fleet	1NKDLU9X04R058611	9/1/03	8/31/09	1,556.04	72	2004	KNWTH T800
10-8500-8020	1668H BU 1402	8500-8020	10	1668H	1402	GE Fleet	G006V01824B	9/1/04	8/31/09	922.65	60	2004	HYSTR H135XL2
10-8500-8020	1687H BU 5800	8500-8020	10	1687H	5800	GE Fleet	H17B50566B	9/1/04	8/31/09	497.97	60	2004	HYSTR H65XM
10-8500-8020	1688H BU 5800	8500-8020	10	1688H	5800	GE Fleet	H17B50516B	9/1/04	8/31/09	497.97	60	2004	HYSTR H65XM
10-8500-8020	1689H BU 5800	8500-8020	10	1689H	5800	GE Fleet	H17B50532B	9/1/04	8/31/09	497.97	60	2004	HYSTR H65XM
10-8500-8020	1690H BU 5800	8500-8020	10	1690H	5800	GE Fleet	H17B50528B	9/1/04	8/31/09	497.97	60	2004	HYSTR H65XM
10-8500-8020	1691H BU 5800	8500-8020	10	1691H	5800	GE Fleet	751159	9/1/04	8/31/09	629.51	60	2004	MNTOU 320
10-8500-8020	1711M BU 4000	8500-8020	10	1711M	4000	GE Fleet	751315	9/1/04	8/31/09	628.50	60	2004	MNTOU 320
10-8500-8020	1716M BU 4000	8500-8020	10	1716M	4000	GE Fleet	57424075532D	9/1/04	8/31/09	657.75	60	2004	SLLUCK TMF55
10-8500-8020	1723K BU 3501	8500-8020	10	1723K	3501	GE Fleet	97943104	9/1/04	8/31/09	638.94	60	2004	PRCTN
10-8500-8020	1724P BU 2700	8500-8020	10	1724P	2700	GE Fleet	MTXVB16201003	9/1/04	8/31/09	194.92	60	2004	DMTBL Van Body
10-8300-8020	97490B BU 5953	8300-8020	10	97490B	5953	GE Fleet	MPABV875410001	9/1/04	8/31/09	278.38	60	2004	Morgan DMTBL van
10-8300-8020	97555A BU 6903	8300-8020	10	97555A	6903	GE Fleet	MTXVB16201001	9/1/04	8/31/09	194.92	60	2004	DMTBL Van Body
10-8300-8020	97558A BU 5783	8300-8020	10	97558A	5783	GE Fleet	80600008	9/1/08	8/31/13	449.06	60	2008	24' DMTBL
10-8300-8020	70091 BU 7100	8300-8020	10	70091	7100	GE Fleet	MTXVB16201002	9/1/04	8/31/09	194.92	60	2004	DMTBL Van Body
10-8300-8020	97558B BU 5953	8300-8020	10	97558B	5953	GE Fleet	1DTHA18P7J516212	10/1/06	9/30/09	602.10	36	2007	DODGE 1500
10-8895-8020	60077 BU 5706	8895-8020	10	60077	5706	GE Fleet	1DTHA18P7J516213	10/1/06	9/30/09	602.10	36	2007	DODGE 1500
10-8895-8020	60079 BU 6753	8895-8020	10	60079	6753	GE Fleet	1DTHA18P7J516214	10/1/06	9/30/09	656.96	36	2007	DODGE 1500
10-8895-8020	60119 BU 2706	8895-8020	10	60119	2706	GE Fleet	1DTHU18P67J517344	10/1/06	9/30/09	655.55	36	2007	DODGE 1500
10-8895-8020	60122 BU 2700	8895-8020	10	60122	2700	GE Fleet	1DTHU18P7J5122349	10/1/06	9/30/09	700.08	60	2004	HYSTR H110XM
10-8500-8020	1669H BU 7200	8500-8020	10	1669H	7200	GE Fleet	L005V02636B	10/1/04	9/30/09	594.07	60	2004	HYSTR H80XM
10-8500-8020	1670H BU 2400	8500-8020	10	1670H	2400	GE Fleet	L005V02599B	10/1/04	9/30/09	682.49	60	2004	HYSTR H100XM
10-8500-8020	1674H BU 4700	8500-8020	10	1674H	4700	GE Fleet	L005V02638B	10/1/04	9/30/09	590.08	60	2004	HYSTR H80XM
10-8500-8020	1677H BU 6000	8500-8020	10	1677H	6000	GE Fleet	L005V02631B	10/1/04	9/30/09	590.08	60	2004	HYSTR H80XM
10-8500-8020	1678H BU 6002	8500-8020	10	1678H	6002	GE Fleet	L005V02500B	10/1/04	9/30/09	905.24	60	2004	HYSTR H135XL2
10-8500-8020	1684H BU 6712	8500-8020	10	1684H	6712	GE Fleet	G006V01930B	10/1/04	9/30/09	741.66	60	2004	HYSTR H120XM
10-8500-8020	1685H BU 4700	8500-8020	10	1685H	4700	GE Fleet	L005V02684B	10/1/04	9/30/09	714.74	60	2004	HYSTR H110XM
10-8500-8020	1686H BU 5800	8500-8020	10	1686H	5800	GE Fleet	L005V02681B	10/1/04	9/30/09	599.18	60	2004	HYSTR H90XMS
10-8500-8020	1693H BU 4500	8500-8020	10	1693H	4500	GE Fleet	L005V02655B	10/1/04	9/30/09	581.76	60	2004	HYSTR H90XMS
10-8500-8020	1699H BU 3350	8500-8020	10	1699H	3350	GE Fleet	L005V02654B	10/1/04	9/30/09	599.18	60	2004	HYSTR H90XMS
10-8500-8020	1712H BU 4500	8500-8020	10	1712H	4500	GE Fleet	L005V02671B	10/1/04	9/30/09	631.22	60	2004	PRCTN
10-8500-8020	1714P BU 6600	8500-8020	10	1714P	6600	GE Fleet	TP95A12904	10/1/04	9/30/09	608.34	60	2004	HYSTR H90XMS
10-8500-8020	1715H BU 6910	8500-8020	10	1715H	6910	GE Fleet	L005V02657B	10/1/04	9/30/09	905.24	60	2004	HYSTR H135XL2
10-8500-8020	1721H BU 5702	8500-8020	10	1721H	5702	GE Fleet	G006V01946B	10/1/04	9/30/09	676.21	60	2004	HYSTR H110XM
10-8500-8020	1722H BU 3501	8500-8020	10	1722H	3501	GE Fleet	L005V02414B	10/1/04	9/30/09	901.24	60	2004	HYSTR H155XL2
10-8500-8020	1734H BU 9100	8500-8020	10	1734H	9100	GE Fleet	G006V01933B	10/1/04	9/30/09	697.00	60	2004	HYSTR H110XM
10-8500-8020	1736H BU 2200	8500-8020	10	1736H	2200	GE Fleet	L005V02677B	10/1/04	9/30/09	238.16	60	2004	DMTBL Van Body
10-8500-8020	7007H BU 2320	8300-8020	10	7007H	2320	GE Fleet	L005V02691B	10/1/04	10/31/09	382.31	60	2005	FORD F250
10-8300-8020	97559A BU 5953	8300-8020	10	97559A	5953	GE Fleet	1FTNF205057A75464	11/1/04	10/31/09	473.37	60	2005	FORD F250
10-8300-8020	18344 BU 5953	8300-8020	10	18344	5953	GE Fleet	1FTNF205358A30276	11/1/04	10/31/09	2,700.00	72	2004	PRCTN
10-8300-8020	99407 BU 2402	8300-8020	10	99407	2402	GE Fleet	2NFA1J0X64M813344	11/1/03	10/31/09	631.11	60	2004	DODGE 1500
10-8500-8020	1720P BU 6700	8500-8020	10	1720P	6700	GE Fleet	TP9663804	11/1/04	10/31/09	616.49	36	2007	HYSTR H100XM
10-8895-8020	60273 BU 6903	8895-8020	10	60273	6903	GE Fleet	1DTHA18P27J551712	12/1/06	11/30/09	681.79	60	2004	HYSTR H90XMS
10-8500-8020	1671H BU 2400	8500-8020	10	1671H	2400	GE Fleet	L005V03025B	12/1/04	11/30/09	612.66	60	2004	HYSTR H90XMS
10-8500-8020	1735H BU 6910	8500-8020	10	1735H	6910	GE Fleet	L005V03023B	12/1/04	11/30/09	703.02	60	2004	HYSTR H110XM
10-8500-8020	7008H BU 7100	8500-8020	10	7008H	7100	GE Fleet	L005V03094B	12/1/04	11/30/09	434.70	60	2005	FORD F250
10-8300-8020	18552 BU 7300	8300-8020	10	18552	7300	GE Fleet	1FTNF215258B32410	1/1/05	12/31/09	490.70	60	2005	FORD F250
10-8300-8020	18553 BU 7400	8300-8020	10	18553	7400	GE Fleet	1FTFX21Y85EB48847	1/1/05	12/31/09	528.47	60	2005	FORD F350
10-8300-8020	18554 BU 6675	8300-8020	10	18554	6675	GE Fleet	1FTWF32P25EB48844	1/1/05	12/31/09	547.85	40	2007	DODGE 1500
10-8895-8020	60060 BU 5783	8895-8020	10	60060	5783	GE Fleet	1DTHA18P27J516202	9/1/06	12/31/09	191.75	40	2007	DODGE 1500
10-8895-8020	60061 BU 5703	8895-8020	10	60061	5703	GE Fleet	1DTHA18P47J516203	9/1/06	12/31/09	356.12	40	2007	DODGE 1500
10-8895-8020	60061 BU 5700	8895-8020	10	60061	5700	GE Fleet	1DTHA18P47J516203	9/1/06	12/31/09	192.85	40	2007	DODGE 1500
10-8895-8020	60062 BU 5703	8895-8020	10	60062	5703	GE Fleet	1DTHA18P67J516204	9/1/06	12/31/09	338.15	40	2007	DODGE 1500
10-8895-8020	60062 BU 5700	8895-8020	10	60062	5700	GE Fleet	1DTHA18P67J516204	9/1/06	12/31/09	338.15	40	2007	DODGE 1500

CO-Acct	Asset-BU	Acct	CO	ASSET #	BU	LEASE CO	SERIAL #/VIN	EFF DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8895-8020	60084 BU 2702	8895-8020	10	60084	2702	GE Fleet	ID7HU18P47J515740	9/1/06	12/31/09	592.37	40	2007	DODGE 1500
10-8895-8020	60093 BU 2700	8895-8020	10	60093	2700	GE Fleet	ID7HA18P7J1515744	9/1/06	12/31/09	592.22	40	2007	DODGE 1500
10-8895-8020	60120 BU 6753	8895-8020	10	60120	6753	GE Fleet	ID7HA18P7J1518690	9/1/06	12/31/09	532.73	40	2007	DODGE 1500
10-8895-8020	60123 BU 5702	8895-8020	10	60123	5702	GE Fleet	ID7HA18P7J1518690	9/1/06	12/31/09	532.62	40	2007	DODGE 1500
10-8895-8020	60130 BU 6655	8895-8020	10	60130	6655	GE Fleet	ID7HA18P7J1518691	9/1/06	12/31/09	531.00	40	2007	DODGE 1500
10-8895-8020	60279 BU 7253	8895-8020	10	60279	7253	GE Fleet	ID7HU18P7J15152705	1/1/05	12/31/09	656.99	36	2007	DODGE 1500
10-8300-8020	1737H BU 4503	8300-8020	10	1737H	4503	GE Fleet	ID7HU18P7J15152705	1/1/05	12/31/09	362.59	60	2004	HYSTR S40XMS
10-8300-8020	97560A BU 5953	8300-8020	10	97560A	5953	GE Fleet	MTXV80416602001	1/1/05	12/31/09	259.16	60	2005	Morgan DMTBL van
10-8300-8020	97560B BU 5953	8300-8020	10	97560B	5953	GE Fleet	MTXV80416602002	1/1/05	12/31/09	259.16	60	2005	Morgan DMTBL van
10-8895-8020	60209 BU 7253	8895-8020	10	60209	7253	GE Fleet	ID7HU18P7J1533455	10/1/06	13/1/10	596.92	40	2007	DODGE
10-8300-8020	18573 BU 3333	8300-8020	10	18573	3333	GE Fleet	ID7HU18P7J1533455	2/1/05	13/1/10	404.11	60	2005	FORD F150
10-8300-8020	18575 BU 3803	8300-8020	10	18575	3803	GE Fleet	ID7HU18P7J1533455	2/1/05	13/1/10	590.92	60	2005	FORD F150
10-8895-8020	60016 BU 3750	8895-8020	10	60016	3750	GE Fleet	ID7HU18P7J1533455	10/1/06	13/1/10	540.83	48	2006	FORD F150
10-8895-8020	60063 BU 5700	8895-8020	10	60063	5700	GE Fleet	ID7HA18P7J1516205	10/1/06	13/1/10	192.83	40	2007	DODGE 1500
10-8895-8020	60063 BU 5700	8895-8020	10	60063	5700	GE Fleet	ID7HA18P7J1516205	10/1/06	13/1/10	358.11	40	2007	DODGE 1500
10-8895-8020	60067 BU 2800	8895-8020	10	60067	2800	GE Fleet	ID7HU18P7J1510318	10/1/06	13/1/10	599.20	40	2007	DODGE 1500
10-8895-8020	60072 BU 1133	8895-8020	10	60072	1133	GE Fleet	ID7HU18P7J1510318	10/1/06	13/1/10	588.03	40	2007	DODGE 1500
10-8895-8020	60076 BU 5702	8895-8020	10	60076	5702	GE Fleet	ID7HA18P7J1516211	10/1/06	13/1/10	547.87	40	2007	DODGE 1500
10-8895-8020	60135 BU 1401	8895-8020	10	60135	1401	GE Fleet	ID7HU18P7J1522348	10/1/06	13/1/10	588.22	40	2007	DODGE 1500
10-8895-8020	60137 BU 4000	8895-8020	10	60137	4000	GE Fleet	ID7HU18P7J1522348	10/1/06	13/1/10	588.69	40	2007	DODGE 1500
10-8895-8020	60142 BU 6700	8895-8020	10	60142	6700	GE Fleet	ID7HA18P7J1518803	10/1/06	13/1/10	532.35	40	2007	DODGE 1500
10-8895-8020	60162 BU 1800	8895-8020	10	60162	1800	GE Fleet	ID7HA18P7J152036	10/1/06	13/1/10	587.54	40	2007	DODGE 1500
10-8895-8020	60168 BU 6655	8895-8020	10	60168	6655	GE Fleet	ID7HU18P7J151596	10/1/06	13/1/10	549.70	40	2007	DODGE 1500
10-8895-8020	60175 BU 6910	8895-8020	10	60175	6910	GE Fleet	ID7HA18P7J151603	10/1/06	13/1/10	546.43	40	2007	DODGE
10-8895-8020	60176 BU 6910	8895-8020	10	60176	6910	GE Fleet	ID7HA18P7J151604	10/1/06	13/1/10	547.14	40	2007	DODGE
10-8895-8020	60177 BU 6910	8895-8020	10	60177	6910	GE Fleet	ID7HA18P7J151615	10/1/06	13/1/10	558.26	40	2007	DODGE
10-8895-8020	60178 BU 6903	8895-8020	10	60178	6903	GE Fleet	ID7HA18P7J151608	10/1/06	13/1/10	547.14	40	2007	DODGE
10-8895-8020	60184 BU 6710	8895-8020	10	60184	6710	GE Fleet	ID7HA18P7J151605	10/1/06	13/1/10	548.50	40	2007	DODGE
10-8895-8020	60187 BU 6910	8895-8020	10	60187	6910	GE Fleet	ID7HA18P7J151609	10/1/06	13/1/10	549.24	40	2007	DODGE
10-8895-8020	60189 BU 6910	8895-8020	10	60189	6910	GE Fleet	ID7HA18P7J151613	10/1/06	13/1/10	549.24	40	2007	DODGE 1500
10-8895-8020	60212 BU 6675	8895-8020	10	60212	6675	GE Fleet	ID7HA18P7J1533318	10/1/06	13/1/10	559.87	40	2007	DODGE
10-8895-8020	60407 BU 4300	8895-8020	10	60407	4300	GE Fleet	ID7HA18N8XJ176524	2/1/08	13/1/10	1,004.53	24	2008	DODGE 1500
10-8300-8020	89381 BU 7200	8300-8020	10	89383	7200	GE Fleet	1XKDDU0X83J95447	2/1/05	13/1/10	1,080.81	84	2003	KNWTH T800
10-8300-8020	1738H BU 7200	8300-8020	10	1738H	7200	GE Fleet	L005V03610B	2/1/05	13/1/10	687.11	60	2004	HYSTR H90SXMS
10-8300-8020	1739H BU 7200	8300-8020	10	1739H	7200	GE Fleet	L005V03699B	2/1/05	13/1/10	598.52	60	2005	Hystr H80XKM
10-8300-8020	1793F BU 2800	8300-8020	10	1793F	2800	GE Fleet	L005V02637B	2/1/05	13/1/10	720.16	60	2005	HYSTR H110XM
10-8300-8020	48419F BU 6710	8300-8020	10	48419F	6710	GE Fleet	1JN1482C031518697	2/1/03	13/1/10	221.12	84	2003	FNTR 48"
10-8300-8020	48423F BU 5700	8300-8020	10	48423F	5700	GE Fleet	1JN1482C031518701	2/1/03	13/1/10	221.12	84	2003	FNTR 48"
10-8300-8020	18587 BU 5702	8300-8020	10	18587	5702	GE Fleet	1FNP205382EB31862	3/1/05	2/28/10	467.32	60	2005	FORD F250
10-8895-8020	60075 BU 1102	8895-8020	10	60075	1102	GE Fleet	ID7HU18P7J1510321	11/1/06	2/28/10	588.60	40	2007	DODGE 1500
10-8895-8020	60098 BU 5800	8895-8020	10	60098	5800	GE Fleet	ID7HA18P7J1516220	11/1/06	2/28/10	532.01	40	2007	DODGE 1500
10-8895-8020	60154 BU 2400	8895-8020	10	60154	2400	GE Fleet	ID7HA18P7J1529357	11/1/06	2/28/10	510.65	40	2007	DODGE 1500
10-8895-8020	60155 BU 2400	8895-8020	10	60155	2400	GE Fleet	ID7HA18P7J1529358	11/1/06	2/28/10	512.50	40	2007	DODGE 1500
10-8895-8020	60160 BU 5700	8895-8020	10	60160	5700	GE Fleet	ID7HA18P7J1529362	11/1/06	2/28/10	509.53	40	2007	DODGE 1500
10-8895-8020	60174 BU 6903	8895-8020	10	60174	6903	GE Fleet	ID7HA18P7J1531602	11/1/06	2/28/10	549.24	40	2007	DODGE
10-8895-8020	60207 BU 3809	8895-8020	10	60207	3809	GE Fleet	ID7HA18P7J1533315	11/1/06	2/28/10	520.34	40	2007	DODGE BACK TO 3
10-8895-8020	60216 BU 6675	8895-8020	10	60216	6675	GE Fleet	ID7HA18P7J1541300	11/1/06	2/28/10	538.16	40	2007	DODGE
10-8895-8020	60225 BU 7253	8895-8020	10	60225	7253	GE Fleet	ID7HA18P7J1544422	11/1/06	2/28/10	522.04	40	2007	DODGE
10-8895-8020	60234 BU 4500	8895-8020	10	60234	4500	GE Fleet	ID7HA18P7J1541306	11/1/06	2/28/10	520.42	40	2007	DODGE
10-8300-8020	97537 BU 5953	8300-8020	10	97537	5953	GE Fleet	2NKMHD6X04M066366	3/1/04	2/28/10	830.04	72	2004	KNWTH T300
10-8300-8020	97539 BU 5953	8300-8020	10	97539	5953	GE Fleet	2NKMHD7X44N066711	3/1/04	2/28/10	989.02	72	2004	KNWTH T300
10-8300-8020	97540 BU 6903	8300-8020	10	97540	6903	GE Fleet	2NKMHD7X94M066588	3/1/04	2/28/10	1,004.12	72	2004	KNWTH T300
10-8300-8020	97541 BU 6903	8300-8020	10	97541	6903	GE Fleet	2NKMHD7X04M066589	3/1/04	2/28/10	1,004.12	72	2004	KNWTH T300
10-8300-8020	97542 BU 6903	8300-8020	10	97542	6903	GE Fleet	2NKMHD7X74M066590	3/1/04	2/28/10	1,004.12	72	2004	KNWTH T300
10-8300-8020	99406 BU 1101	8300-8020	10	99406	1101	GE Fleet	1NKL159X04R061340	3/1/04	2/28/10	1,823.14	72	2004	KNWTH T800
10-8300-8020	99408 BU 4500	8300-8020	10	99408	4500	GE Fleet	3BKDL19X54F066766	3/1/04	2/28/10	1,623.77	72	2004	KNWTH T800
10-8300-8020	99409 BU 2322	8300-8020	10	99409	2322	GE Fleet	1NKL18P7J1541301	3/1/04	2/28/10	2,795.83	72	2005	KNWTH T800
10-8300-8020	1806T BU 6700	8300-8020	10	1806T	6700	GE Fleet	98984504	3/1/05	2/28/10	823.43	60	2005	PRCTN PB50
10-8300-8020	3642L BU 4700	8300-8020	10	3642L	4700	GE Fleet	1P0CF3603B343103	3/1/03	2/28/10	247.02	84	2002	PRA1T
10-8300-8020	18574 BU 4700	8300-8020	10	18574	4700	GE Fleet	1FTNF20535EC46644	4/1/05	3/31/10	390.52	60	2005	FORD F250
10-8300-8020	18592 BU 5783	8300-8020	10	18592	5783	GE Fleet	1FTNF20535EC12300	4/1/05	3/31/10	497.01	60	2005	FORD F250
10-8300-8020	19282 BU 6753	8300-8020	10	19282	6753	GE Fleet	1FTSX20P85EAS8444	4/1/05	3/31/10	614.62	60	2005	FORD F250
10-8895-8020	60221 BU 7200	8895-8020	10	60221	7200	GE Fleet	ID7HA18P7J1541309	12/1/06	3/31/10	520.84	40	2007	DODGE
10-8895-8020	60223 BU 7200	8895-8020	10	60223	7200	GE Fleet	ID7HA18P7J1541301	12/1/06	3/31/10	520.84	40	2007	DODGE
10-8895-8020	60224 BU 6711	8895-8020	10	60224	6711	GE Fleet	ID7HA18P7J1544416	12/1/06	3/31/10	560.27	40	2007	DODGE

CO-Acct	Asset-BU	Acct	CO	ASSET #	BU	LEASE CO	SERIAL #/VIN	EFF DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8895-8020	60226 BU 7253	8895-8020	10	60226	7253	GE Fleet	1D7HA18P0TJ5544418	12/1/06	3/31/10	520.84	40	2007	DODGE
10-8895-8020	60263 BU 6903	8895-8020	10	60263	6903	GE Fleet	1D7HA18P0TJ555922	12/1/06	3/31/10	560.27	40	2007	DODGE 1500
10-8895-8020	60276 BU 6903	8895-8020	10	60276	6903	GE Fleet	1D7HA18P0TJ551715	12/1/06	3/31/10	560.27	40	2007	DODGE 1500
10-8895-8020	60278 BU 6903	8895-8020	10	60278	6903	GE Fleet	1D7HA18P0TJ551717	12/1/06	3/31/10	560.72	40	2007	DODGE 1500
10-8300-8020	89388 BU 1101	8300-8020	10	89388	1101	GE Fleet	1XKDDU09X44R050743	4/1/03	3/31/10	1,094.79	84	2004	KNWTH T800
10-8300-8020	97573 BU 6903	8300-8020	10	97573	6903	GE Fleet	2NKMCHD72X5M116118	4/1/05	3/31/10	1,151.99	72	2005	KNWTH T300
10-8500-8020	1752F BU 2400	8500-8020	10	1752F	2400	GE Fleet	L005V03784C	4/1/05	3/31/10	670.39	60	2005	Hyater H80XM
10-8500-8020	1754F BU 2322	8500-8020	10	1754F	2322	GE Fleet	L005V03781C	4/1/05	3/31/10	670.39	60	2005	Hyater H80XM
10-8500-8020	1810T BU 6712	8500-8020	10	1810T	6712	GE Fleet	P100184604	4/1/05	3/31/10	838.64	60	2005	PRCTN PB50
10-8500-8020	1815F BU 1100	8500-8020	10	1815F	1100	GE Fleet	L005V03633B	4/1/05	3/31/10	799.42	60	2005	HYSTR H100XM
10-8500-8020	1823T BU 6700	8500-8020	10	1823T	6700	GE Fleet	P100650205	4/1/05	3/31/10	826.47	60	2005	PRCTN PB50
10-8500-8020	1824T BU 6710	8500-8020	10	1824T	6710	GE Fleet	TP98974504	4/1/05	3/31/10	826.47	60	2005	PRCTN PB50
10-8300-8020	30101T BU 2402	8300-8020	10	30101T	2402	GE Fleet	1L9U04323X31104302	4/1/03	3/31/10	292.72	84	2003	LINCLN
10-8300-8020	30103T BU 1402	8300-8020	10	30103T	1402	GE Fleet	1L9U043131104303	4/1/03	3/31/10	292.72	84	2003	LINCLN
10-8300-8020	97572A BU 6903	8300-8020	10	97572A	6903	GE Fleet	1J9FG3022XW097232	4/1/03	3/31/10	287.60	84	2003	IRNST
10-8300-8020	97572B BU 6903	8300-8020	10	97572B	6903	GE Fleet	TX1740902	4/1/05	3/31/10	302.33	60	2005	MORGAN Demounta
10-8300-8020	97572C BU 6903	8300-8020	10	97572C	6903	GE Fleet	TX1740903	4/1/05	3/31/10	302.33	60	2005	MORGAN Demounta
10-8300-8020	18581 BU 6000	8300-8020	10	18581	6000	GE Fleet	1FTNPN20535EC72239	5/1/05	4/30/10	422.57	60	2005	FORD F250
10-8300-8020	18597 BU 7259	8300-8020	10	18597	7259	GE Fleet	1FTRE14W35HA97121	5/1/05	4/30/10	419.19	60	2005	FORD E150 Van
99-8895-8020	19258 BU 9000	8895-8020	99	19258	9000	GE Fleet	1PMCU93198KA391112	5/1/07	4/30/10	624.67	36	2008	FORD Escape
10-8300-8020	19279 BU 3803	8300-8020	10	19279	3803	GE Fleet	1PDWE35P85HB18689	5/1/05	4/30/10	614.99	60	2005	FORD E350
10-8895-8020	60290 BU 2733	8895-8020	10	60290	2733	GE Fleet	1D7HUI18P2T3161887	1/1/07	4/30/10	597.51	40	2007	DODGE 1500
10-8895-8020	60363 BU 6711	8895-8020	10	60363	6711	GE Fleet	1D7HA18P47J5599258	5/1/07	4/30/10	615.59	36	2007	DODGE 1500
10-8895-8020	60368 BU 2200	8895-8020	10	60368	2200	GE Fleet	1D7HA18P75J599263	5/1/07	4/30/10	571.80	36	2007	DODGE 1500
10-8300-8020	89409 BU 1102	8300-8020	10	89409	1102	GE Fleet	1XKDDU09X74066592	5/1/04	4/30/10	1,370.63	72	2004	KNWTH T800
10-8300-8020	99400 BU 7100	8300-8020	10	99400	7100	GE Fleet	1NKDL1J9X54R050926	5/1/03	4/30/10	1,286.29	84	2003	KNWTH T800
10-8300-8020	99401 BU 2400	8300-8020	10	99401	2400	GE Fleet	1NKDL1J9X04R051191	5/1/03	4/30/10	1,286.29	84	2003	KNWTH T800
10-8500-8020	1747F BU 5800	8500-8020	10	1747F	5800	GE Fleet	1H177B55402C	5/1/05	4/30/10	567.23	60	2005	Hyater H65XM
10-8500-8020	1750F BU 5800	8500-8020	10	1750F	5800	GE Fleet	L005V04322C	5/1/05	4/30/10	704.60	60	2005	Hyater H80XM
10-8300-8020	42852F BU 5702	8300-8020	10	42852F	5702	GE Fleet	1L9RD42208C094055	5/1/03	4/30/10	471.56	84	2003	IDHXX T-MASTER
10-8300-8020	18583 BU 4703	8300-8020	10	18583	4703	GE Fleet	1FTNPN20535EC88485	6/1/05	5/31/10	388.86	60	2005	FORD F250
10-8300-8020	18601 BU 1400	8300-8020	10	18601	1400	GE Fleet	1FTNPN21563EB75924	6/1/05	5/31/10	552.25	60	2005	FORD F250
10-8300-8020	18602 BU 1800	8300-8020	10	18602	1800	GE Fleet	1FTNPN21545EC65184	6/1/05	5/31/10	542.40	60	2005	FORD F250
10-8300-8020	18603 BU 1403	8300-8020	10	18603	1403	GE Fleet	1FTNPN21535EC00522	6/1/05	5/31/10	539.70	60	2005	FORD F250
10-8895-8020	60015 BU 5953	8895-8020	10	60015	5953	GE Fleet	1P1TRX12W76KC29606	2/1/06	5/31/10	504.11	52	2006	FORD F150
10-8895-8020	60299 BU 6655	8895-8020	10	60299	6655	GE Fleet	1D7HA18P17J564404	2/1/07	5/31/10	519.74	40	2007	DODGE 1500
10-8895-8020	60301 BU 6903	8895-8020	10	60301	6903	GE Fleet	1D7HA18P57J564406	2/1/07	5/31/10	519.74	40	2007	DODGE 1500
10-8895-8020	60304 BU 2320	8895-8020	10	60304	2320	GE Fleet	1D7HA18P0TJ564409	2/1/07	5/31/10	519.74	40	2007	DODGE 1500
10-8895-8020	60305 BU 2322	8895-8020	10	60305	2322	GE Fleet	1D7HA18P57J565474	2/1/07	5/31/10	519.74	40	2007	DODGE 1500
10-8895-8020	60318 BU 5783	8895-8020	10	60318	5783	GE Fleet	1D7HA18P77J55391	2/1/07	5/31/10	521.10	40	2007	DODGE 1500
10-8300-8020	89413 BU 2200	8300-8020	10	89413	2200	GE Fleet	3WKDDU09X45F082144	6/1/04	5/31/10	1,337.56	72	2005	KNWTH T800
10-8300-8020	89414 BU 2400	8300-8020	10	89414	2400	GE Fleet	3WKDDU09X05F082142	6/1/04	5/31/10	1,337.56	72	2005	KNWTH T800
10-8300-8020	97832 BU 7400	8300-8020	10	97832	7400	GE Fleet	1JTMMA4M75H680164	6/1/04	5/31/10	801.81	72	2003	INTL 4300
10-8500-8020	1406F BU 7300	8500-8020	10	1406F	7300	GE Fleet	L005V04265C	6/1/05	5/31/10	666.16	60	2005	Hyater H80XM
10-8500-8020	1746T BU 3350	8500-8020	10	1746T	3350	GE Fleet	752019	6/1/05	5/31/10	766.18	60	2005	Hyater H80XM
10-8500-8020	1748F BU 5800	8500-8020	10	1748F	5800	GE Fleet	L005V04558C	6/1/05	5/31/10	704.60	60	2005	Hyater H80XM
10-8500-8020	1749F BU 5800	8500-8020	10	1749F	5800	GE Fleet	L005V04559C	6/1/05	5/31/10	704.60	60	2005	Hyater H80XM
10-8500-8020	1751F BU 3350	8500-8020	10	1751F	3350	GE Fleet	L005V04542C	6/1/05	5/31/10	726.32	60	2005	Hyater H80XM
10-8500-8020	1753F BU 7100	8500-8020	10	1753F	7100	GE Fleet	L005V04562C	6/1/05	5/31/10	720.26	60	2005	Hyater H90XM
10-8500-8020	1756F BU 4700	8500-8020	10	1756F	4700	GE Fleet	H177B57649C	6/1/05	5/31/10	519.15	60	2005	Hyater H60XM
10-8500-8020	1760F BU 2202	8500-8020	10	1760F	2202	GE Fleet	L005V04573C	6/1/05	5/31/10	747.29	60	2005	Hyater H90XMS
10-8500-8020	1761F BU 4100	8500-8020	10	1761F	4100	GE Fleet	L005V04544C	6/1/05	5/31/10	729.75	60	2005	Hyater H90XMS
10-8500-8020	1762F BU 4002	8500-8020	10	1762F	4002	GE Fleet	L005V04597C	6/1/05	5/31/10	948.28	60	2005	Hyater H110XM
10-8500-8020	1792F BU 6902	8500-8020	10	1792F	6902	GE Fleet	L005V04563C	6/1/05	5/31/10	704.60	60	2005	HYSTR H82XM
10-8500-8020	1793F BU 1400	8500-8020	10	1793F	1400	GE Fleet	L005V04591C	6/1/05	5/31/10	966.48	60	2005	Hyater H110XM
10-8500-8020	1795F BU 4000	8500-8020	10	1795F	4000	GE Fleet	L005V04545C	6/1/05	5/31/10	689.97	60	2005	HYSTR H80XM
10-8500-8020	1796F BU 7300	8500-8020	10	1796F	7300	GE Fleet	L005V04545C	6/1/05	5/31/10	739.84	60	2005	Hyater H90XM
10-8500-8020	1797F BU 7200	8500-8020	10	1797F	7200	GE Fleet	L005V04622C	6/1/05	5/31/10	739.84	60	2005	Hyater H90XMS
10-8500-8020	1799F BU 5702	8500-8020	10	1799F	5702	GE Fleet	L005V04574C	6/1/05	5/31/10	716.12	60	2005	HYSTR H80XM
10-8500-8020	1801F BU 9100	8500-8020	10	1801F	9100	GE Fleet	G800V02731C	6/1/05	5/31/10	1,063.84	60	2005	HYSTR H155XL2
10-8500-8020	1803F BU 6910	8500-8020	10	1803F	6910	GE Fleet	L005V04529C	6/1/05	5/31/10	733.29	60	2005	HYSTR H90XMS
10-8500-8020	1804F BU 6910	8500-8020	10	1804F	6910	GE Fleet	L005V04561C	6/1/05	5/31/10	733.29	60	2005	HYSTR H90XMS

CO-Acct	Asset-BU	Acct	CO	ASSET #	BU	LEASE CO	SERIAL #/VIN	EFF DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8500-8020	1805T BU 4500	8500-8020	10	1805T	4500	GE Fleet	752011	6/1/05	5/31/10	753.47	60	2004	Manitou TMT320FLH
10-8500-8020	1817F BU 6770	8500-8020	10	1817F	6770	GE Fleet	L005V04636C	6/1/05	5/31/10	743.57	60	2005	HYSTR H90XMS
10-8500-8020	1819T BU 3501	8500-8020	10	1819T	3501	GE Fleet	752010	6/1/05	5/31/10	754.22	60	2005	Manitou TMT320FLH
10-8500-8020	1820T BU 2800	8500-8020	10	1820T	2800	GE Fleet	110965	6/1/05	5/31/10	591.49	60	2005	PRCTN E2-3RVX
10-8500-8020	1827F BU 6003	8500-8020	10	1827F	6003	GE Fleet	H177B58075C	6/1/05	5/31/10	539.37	60	2005	HYSTR 60XM
10-8500-8020	1830T BU 2200	8500-8020	10	1830T	2200	GE Fleet	P109231905	6/1/05	5/31/10	856.85	60	2005	PRCTN PBX
10-8500-8020	3601C BU 1133	8500-8020	10	3601C	1133	GE Fleet	1GRDM72254M700260	6/1/05	5/31/10	488.49	84	2004	GRDIN P080905
10-8500-8020	48425F BU 2700	8500-8020	10	48425F	2700	GE Fleet	1GRDM96214M700259	6/1/05	5/31/10	254.60	84	2004	GRDIN 48' Semi PB
10-8895-8020	600332 BU 5800	8895-8020	10	600332	5800	GE Fleet	1FTRW12W56K5C00750	3/1/06	6/30/10	574.99	52	2006	FORD F150
10-8895-8020	60332 BU 2700	8895-8020	10	60332	2700	GE Fleet	1D7HU1827S176549	3/1/07	6/30/10	597.70	40	2007	DODGE 1500
10-8500-8020	89410 BU 6712	8500-8020	10	89410	6712	GE Fleet	3WKDD09X13F082493	7/1/04	6/30/10	1,368.74	72	2005	KNWTH T800
10-8500-8020	99415 BU 7400	8500-8020	10	99415	7400	GE Fleet	3BKDL1U9X75F082145	7/1/04	6/30/10	1,702.17	72	2005	KNWTH T800
10-8500-8020	99416 BU 6800	8500-8020	10	99416	6800	GE Fleet	3BKDL1U9X75F082146	7/1/04	6/30/10	1,132.53	72	2005	KNWTH T800
10-8500-8020	99425 BU 2222	8500-8020	10	99425	2222	GE Fleet	3BKDL1U9X75F082146	7/1/04	6/30/10	3,225.75	72	2005	KNWTH T800
10-8500-8020	99426 BU 2220	8500-8020	10	99426	2220	GE Fleet	3BKDL1U9X75F082160	7/1/04	6/30/10	1,554.44	72	2005	KNWTH T800
10-8500-8020	1408F BU 4000	8500-8020	10	1408F	4000	GE Fleet	L005V045059C	7/1/05	6/30/10	745.07	60	2005	HYSTR H90XMS
10-8500-8020	1411F BU 7100	8500-8020	10	1411F	7100	GE Fleet	L005V04543C	7/1/05	6/30/10	716.21	60	2005	Hystr H100XM
10-8500-8020	1755F BU 4700	8500-8020	10	1755F	4700	GE Fleet	L005V04832C	7/1/05	6/30/10	804.91	60	2005	Hystr H100XM
10-8500-8020	1759F BU 7400	8500-8020	10	1759F	7400	GE Fleet	L005V04596C	7/1/05	6/30/10	799.34	60	2005	Hystr H100XM
10-8500-8020	1800F BU 6700	8500-8020	10	1800F	6700	GE Fleet	L005V04833C	7/1/05	6/30/10	829.08	60	2005	HYSTR H110XM
10-8500-8020	1802F BU 4002	8500-8020	10	1802F	4002	GE Fleet	L005V04613C	7/1/05	6/30/10	880.07	60	2005	HYSTR H120XM
10-8500-8020	1816F BU 2700	8500-8020	10	1816F	2700	GE Fleet	L005V04866C	7/1/05	6/30/10	834.55	60	2005	HYSTR H110XM
10-8500-8020	1818F BU 5703	8500-8020	10	1818F	5703	GE Fleet	1J60N02094C	7/1/05	6/30/10	543.52	60	2005	HYSTR J402T
10-8500-8020	1826F BU 6000	8500-8020	10	1826F	6000	GE Fleet	L005V04987C	7/1/05	6/30/10	838.03	60	2005	HYSTR H100XM
10-8500-8020	1828F BU 6700	8500-8020	10	1828F	6700	GE Fleet	L005V04978C	7/1/05	6/30/10	762.52	60	2005	HYSTR H90XMS
10-8500-8020	1829F BU 2200	8500-8020	10	1829F	2200	GE Fleet	L005V04989C	7/1/05	6/30/10	854.56	60	2005	HYSTR H110XM
10-8895-8020	18604 BU 6903	8895-8020	10	18604	6903	GE Fleet	1FTRW14573F843086	8/1/05	7/31/10	573.18	60	2005	FORD F150
10-8500-8020	18610 BU 6711	8500-8020	10	18610	6711	GE Fleet	1FTRF12V05N5A43020	8/1/05	7/31/10	372.40	60	2005	FORD F150
10-8500-8020	18611 BU 5953	8500-8020	10	18611	5953	GE Fleet	1FTRF12V05N5A43020	8/1/05	7/31/10	385.08	60	2005	FORD F150
10-8500-8020	19260 BU 4000	8500-8020	10	19260	4000	GE Fleet	1FTRF12V05N5A43020	8/1/05	7/31/10	708.70	72	2004	FORD F550
10-8500-8020	19262 BU 6903	8500-8020	10	19262	6903	GE Fleet	1FTRF12V05N5A43020	8/1/05	7/31/10	536.22	72	2004	FORD F550
10-8500-8020	19263 BU 6903	8500-8020	10	19263	6903	GE Fleet	1FTRF12V05N5A43020	8/1/05	7/31/10	536.07	72	2004	FORD F550
10-8500-8020	19277 BU 3350	8500-8020	10	19277	3350	GE Fleet	1FTRF12V05N5A43020	8/1/05	7/31/10	813.89	60	2005	FORD F550
10-8895-8020	60021 BU 5800	8895-8020	10	60021	5800	GE Fleet	1FTRW12W56K5C00750	2/1/06	7/31/10	556.36	54	2006	FORD F150
10-8895-8020	60319 BU 6903	8895-8020	10	60319	6903	GE Fleet	1D7HA18P57592576	4/1/07	7/31/10	558.18	40	2007	DODGE 1500
10-8895-8020	60323 BU 6913	8895-8020	10	60323	6913	GE Fleet	1D7HA18P57592576	4/1/07	7/31/10	558.18	40	2007	DODGE 1500
10-8895-8020	60335 BU 1402	8895-8020	10	60335	1402	GE Fleet	1D7HU18P71584289	4/1/07	7/31/10	596.70	40	2007	DODGE 1500
10-8500-8020	89418 BU 7100	8500-8020	10	89418	7100	GE Fleet	3WKDD09X13F082155	8/1/04	7/31/10	1,373.85	72	2005	KNWTH T800
10-8500-8020	97552 BU 5700	8500-8020	10	97552	5700	GE Fleet	3BKMDH7X45F082155	8/1/04	7/31/10	919.64	72	2005	KNWTH T300
10-8500-8020	97553 BU 4002	8500-8020	10	97553	4002	GE Fleet	3BKMDH7X45F082155	8/1/04	7/31/10	902.16	72	2005	KNWTH T300
10-8500-8020	97829 BU 1101	8500-8020	10	97829	1101	GE Fleet	3BKMDH7X45F082155	8/1/04	7/31/10	1,038.95	72	2005	KNWTH T300 (#611)
10-8500-8020	97830 BU 1101	8500-8020	10	97830	1101	GE Fleet	3BKMDH7X45F082155	8/1/04	7/31/10	1,032.63	72	2005	KNWTH T300 (#60)
10-8500-8020	99418 BU 4500	8500-8020	10	99418	4500	GE Fleet	3BKDL1U9X75F082157	8/1/04	7/31/10	1,705.41	72	2005	KNWTH T800
10-8500-8020	99419 BU 2200	8500-8020	10	99419	2200	GE Fleet	1NKDXBEX3R086310	8/1/04	7/31/10	1,863.29	72	2005	KNWTH T800
10-8500-8020	99420 BU 7200	8500-8020	10	99420	7200	GE Fleet	1NKDXBEX3R086310	8/1/04	7/31/10	1,863.29	72	2005	KNWTH T800
10-8500-8020	99421 BU 7100	8500-8020	10	99421	7100	GE Fleet	3BKDL1U9X75F082158	8/1/04	7/31/10	1,733.14	72	2005	KNWTH T800
10-8500-8020	99423 BU 6600	8500-8020	10	99423	6600	GE Fleet	3BKDL1U9X75F082159	8/1/04	7/31/10	1,711.03	72	2005	KNWTH T800
10-8500-8020	99428 BU 4700	8500-8020	10	99428	4700	GE Fleet	3BKDL1U9X75F082156	8/1/04	7/31/10	1,715.23	72	2005	KNWTH T800
10-8500-8020	1403F BU 4702	8500-8020	10	1403F	4702	GE Fleet	L005V05147C	8/1/05	7/31/10	924.58	60	2005	HYSTR H120XM
10-8500-8020	1409F BU 5953	8500-8020	10	1409F	5953	GE Fleet	H177B59567C	8/1/05	7/31/10	532.93	60	2005	HYSTR H60XM
10-8500-8020	1414F BU 2400	8500-8020	10	1414F	2400	GE Fleet	L005V04601C	8/1/05	7/31/10	827.47	60	2005	HYSTR H100XM
10-8500-8020	1791F BU 7452	8500-8020	10	1791F	7452	GE Fleet	L005V05196C	8/1/05	7/31/10	912.70	60	2005	Hystr H120XM
10-8500-8020	1807F BU 5700	8500-8020	10	1807F	5700	GE Fleet	H177B59487C	8/1/05	7/31/10	536.40	60	2005	HYSTR H60XM
10-8500-8020	1808F BU 5700	8500-8020	10	1808F	5700	GE Fleet	H177B59497C	8/1/05	7/31/10	536.40	60	2005	HYSTR H60XM
10-8500-8020	1809F BU 5783	8500-8020	10	1809F	5783	GE Fleet	H177B59574C	8/1/05	7/31/10	532.93	60	2005	HYSTR H60XM
10-8500-8020	19261 BU 4500	8500-8020	10	19261	4500	GE Fleet	1FTRF12V05N5A43020	9/1/04	8/31/10	624.60	72	2004	FORD F550
10-8500-8020	19281 BU 3803	8500-8020	10	19281	3803	GE Fleet	1FTRF12V05N5A43020	9/1/05	8/31/10	636.95	60	2005	FORD F550
10-8500-8020	19292 BU 3758	8500-8020	10	19292	3758	GE Fleet	1FTRF12V05N5A43020	9/1/05	8/31/10	636.95	60	2005	FORD F550
10-8895-8020	60328 BU 4000	8895-8020	10	60328	4000	GE Fleet	1FTRF12V05N5A43020	5/1/07	8/31/10	718.49	60	2007	DODGE 1500
10-8895-8020	60329 BU 7253	8895-8020	10	60329	7253	GE Fleet	1D7HA18P71584289	5/1/07	8/31/10	520.00	40	2007	DODGE 1500
10-8895-8020	60361 BU 6711	8895-8020	10	60361	6711	GE Fleet	1D7HA18P71584289	5/1/07	8/31/10	520.00	40	2007	DODGE 1500
10-8895-8020	60362 BU 6711	8895-8020	10	60362	6711	GE Fleet	1D7HA18P71584289	5/1/07	8/31/10	520.00	40	2007	DODGE 1500
10-8895-8020	60363 BU 6711	8895-8020	10	60363	6711	GE Fleet	1D7HA18P71584289	5/1/07	8/31/10	520.00	40	2007	DODGE 1500
10-8895-8020	60371 BU 6903	8895-8020	10	60371	6903	GE Fleet	1D7HA18P71584289	5/1/07	8/31/10	520.00	40	2007	DODGE 1500
10-8500-8020	89420 BU 4000	8500-8020	10	89420	4000	GE Fleet	3WKDD09X13F082117	9/1/04	8/31/10	1,196.16	84	2005	KNWTH T800

CO-Acct	Asset-BU	Acct	CO	ASSET #	BU	LEASE CO	SERIAL #/VIN	EFF DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8300-8020	89421 BU 3501	8300-8020	10	89421	3501	GE Fleet	3WKDDU9X15F082716	9/1/04	8/31/10	1,373.27	72	2005	KNWTH T800
10-8300-8020	97555 BU 6903	8300-8020	10	97555	6903	GE Fleet	3BKMDH7X55F082147	9/1/04	8/31/10	1,015.04	72	2005	KNWTH T300
10-8300-8020	97558 BU 5783	8300-8020	10	97558	5783	GE Fleet	3BKMDH7X55F082150	9/1/04	8/31/10	967.08	72	2005	KNWTH T300
10-8300-8020	48426F BU 2800	8300-8020	10	48426F	2800	GE Fleet	1GRND96214M700763	9/1/03	8/31/10	240.71	84	2004	GRNDN 48 Semi FB
10-8300-8020	48427F BU 3501	8300-8020	10	48427F	3501	GE Fleet	1GRND96214M700764	9/1/03	8/31/10	240.71	84	2004	GRNDN 48 Semi FB
10-8300-8020	18621 BU 7400	8300-8020	10	18621	7400	GE Fleet	1FTN2P151ED33439	10/1/05	9/30/10	543.29	60	2005	FORD F250
10-8300-8020	19264 BU 3500	8300-8020	10	19264	3500	GE Fleet	1PDFA57P54EB07352	10/1/04	9/30/10	672.31	72	2005	FORD F550
10-8300-8020	19291 BU 6655	8300-8020	10	19291	6655	GE Fleet	1FTWF52P16B000155	10/1/05	9/30/10	556.79	60	2006	FORD F350
10-8895-8020	60033 BU 6910	8895-8020	10	60033	6910	GE Fleet	1FTRW12W86FA96110	6/1/06	9/30/10	683.64	52	2006	FORD F150
10-8895-8020	60034 BU 6910	8895-8020	10	60034	6910	GE Fleet	1FTRW12W76KD41955	6/1/06	9/30/10	681.87	52	2006	FORD F150
10-8895-8020	60338 BU 5783	8895-8020	10	60338	5783	GE Fleet	1D7HA18P67J599276	6/1/07	9/30/10	559.81	40	2007	DODGE 1500
10-8895-8020	60345 BU 2303	8895-8020	10	60345	2303	GE Fleet	1D7HA18P17J601743	6/1/07	9/30/10	520.00	40	2007	DODGE 1500
10-8895-8020	60364 BU 6711	8895-8020	10	60364	6711	GE Fleet	1D7HA18P67J599259	6/1/07	9/30/10	559.81	40	2007	DODGE 1500
10-8300-8020	97557 BU 2653	8300-8020	10	97557	2653	GE Fleet	3BKMDH7X55F082149	10/1/04	9/30/10	918.42	72	2005	KNWTH T300
10-8300-8020	97559 BU 5953	8300-8020	10	97559	5953	GE Fleet	2NKMMDH7X45M098320	10/1/04	9/30/10	1,025.45	72	2005	KNWTH T300
10-8500-8020	1401F BU 6800	8500-8020	10	1401F	6800	GE Fleet	1L005V0541583	10/1/05	9/30/10	755.70	60	2005	HYSTR H90XMS
10-8300-8020	19273 BU 5953	8300-8020	10	19273	5953	GE Fleet	1PDFA56P13EA87448	11/1/04	10/31/10	692.69	72	2005	FORD F550
10-8300-8020	19287 BU 5703	8300-8020	10	19287	5703	GE Fleet	1FDX47P30EA85799	11/1/05	10/31/10	766.08	60	2006	FORD F450
10-8895-8020	60339 BU 5783	8895-8020	10	60339	5783	GE Fleet	1D7HA18P87J599277	7/1/07	10/31/10	559.81	40	2007	DODGE 1500
10-8895-8020	60376 BU 7253	8895-8020	10	60376	7253	GE Fleet	1D7HA18P7J621277	7/1/07	10/31/10	522.87	40	2007	DODGE 1500
10-8895-8020	60379 BU 2402	8895-8020	10	60379	2402	GE Fleet	1D7HA18P7J621281	7/1/07	10/31/10	520.00	40	2007	DODGE 1500
10-8300-8020	99443 BU 2322	8300-8020	10	99443	2322	GE Fleet	1NKL00X46R117838	11/1/05	10/31/10	3,587.75	84	2006	KNWTH T800 mantle
10-8300-8020	45374F BU 4502	8300-8020	10	45374F	4502	GE Fleet	13N14520X41518499	11/1/03	10/31/10	194.88	84	2004	FNTRR 45
10-8300-8020	45375F BU 4502	8300-8020	10	45375F	4502	GE Fleet	13N14520X41518501	11/1/03	10/31/10	194.88	84	2004	FNTRR 45
10-8300-8020	45376F BU 4502	8300-8020	10	45376F	4502	GE Fleet	1PDFA56P76EA92154	11/1/03	10/31/10	194.88	84	2004	FNTRR 45
10-8300-8020	19290 BU 5800	8300-8020	10	19290	5800	GE Fleet	1PDFA56P76EA92154	12/1/05	11/30/10	838.40	60	2006	FORD F550
10-8895-8020	60008 BU 2200	8895-8020	10	60008	2200	GE Fleet	1FTRX12W46FA09378	12/1/05	11/30/10	531.14	60	2006	FORD F150
10-8895-8020	60009 BU 2200	8895-8020	10	60009	2200	GE Fleet	1FTRX12W46FA09378	12/1/05	11/30/10	530.82	60	2006	FORD F150
10-8895-8020	60386 BU 5953	8895-8020	10	60386	5953	GE Fleet	1D7HA18P57J632705	8/1/07	11/30/10	522.87	40	2007	DODGE 1500
10-8300-8020	99429 BU 4000	8300-8020	10	99429	4000	GE Fleet	1NKL00X46R117838	12/1/04	11/30/10	1,723.00	72	2005	KNWTH T800
10-8500-8020	1413F BU 6600	8500-8020	10	1413F	6600	GE Fleet	1L005V06275C	12/1/05	11/30/10	924.62	60	2005	HYSTR H120XM
10-8500-8020	1422F BU 6700	8500-8020	10	1422F	6700	GE Fleet	P112264505	12/1/05	11/30/10	815.92	60	2005	PRCTN P850
10-8500-8020	1422F BU 6710	8500-8020	10	1422F	6710	GE Fleet	P112274505	12/1/05	11/30/10	815.92	60	2005	PRCTN P850
10-8300-8020	18622 BU 3803	8300-8020	10	18622	3803	GE Fleet	1FTN2F1516EB70129	11/1/06	12/31/10	466.10	60	2006	FORD F250
10-8300-8020	18631 BU 7100	8300-8020	10	18631	7100	GE Fleet	1FTN2F0576EC02602	11/1/06	12/31/10	402.86	60	2006	FORD F250
10-8300-8020	18638 BU 6603	8300-8020	10	18638	6603	GE Fleet	1FTRF12W06KB74029	11/1/06	12/31/10	464.05	60	2006	FORD F150
10-8300-8020	19266 BU 1400	8300-8020	10	19266	1400	GE Fleet	1PDFA57P54EB07077	11/1/05	12/31/10	738.23	72	2005	FORD F550
10-8300-8020	19301 BU 4503	8300-8020	10	19301	4503	GE Fleet	3PRML55216V240576	11/1/06	12/31/10	1,075.66	60	2006	FORD LCP
10-8895-8020	60073 BU 6753	8895-8020	10	60073	6753	GE Fleet	1D7HA18P17J516210	9/1/06	12/31/10	438.78	52	2007	DODGE 1500
10-8895-8020	60089 BU 2700	8895-8020	10	60089	2700	GE Fleet	1D7HU18P87J515742	9/1/06	12/31/10	470.23	52	2007	DODGE
10-8895-8020	60096 BU 5706	8895-8020	10	60096	5706	GE Fleet	1D7HA18P7J516217	9/1/06	12/31/10	437.99	52	2007	DODGE
10-8895-8020	60104 BU 1138	8895-8020	10	60104	1138	GE Fleet	1D7HU18P47J515754	9/1/06	12/31/10	467.93	52	2007	DODGE 1500
10-8895-8020	60113 BU 6700	8895-8020	10	60113	6700	GE Fleet	1D7HA18P17J516224	9/1/06	12/31/10	437.77	52	2007	DODGE 1500
10-8300-8020	97560 BU 5953	8300-8020	10	97560	5953	GE Fleet	2NKMMDH7X95M103348	11/1/05	12/31/10	997.03	72	2005	KNWTH T300
10-8300-8020	97562 BU 3803	8300-8020	10	97562	3803	GE Fleet	2NKMMDH7X95M103349	11/1/05	12/31/10	1,047.09	72	2005	KNWTH T300
10-8300-8020	97563 BU 4000	8300-8020	10	97563	4000	GE Fleet	2NKMMDH7X75M103350	11/1/05	12/31/10	987.13	72	2005	KNWTH T300
10-8300-8020	97565 BU 6600	8300-8020	10	97565	6600	GE Fleet	3PRX7F5444V577089	11/1/05	12/31/10	895.06	72	2004	FORD F750
10-8300-8020	97566 BU 6600	8300-8020	10	97566	6600	GE Fleet	3PRX7F5444V577089	11/1/05	12/31/10	895.06	72	2004	FORD F750
10-8300-8020	97567 BU 5800	8300-8020	10	97567	5800	GE Fleet	3PRX7F5444V577089	11/1/05	12/31/10	895.06	72	2004	FORD F750
10-8300-8020	97583 BU 5703	8300-8020	10	97583	5703	GE Fleet	1WC200P2162056135	11/1/06	12/31/10	228.68	84	2005	WELLS CARGO
10-8300-8020	30104T BU 5703	8300-8020	10	30104T	5703	GE Fleet	1WC200P2162056135	11/1/06	12/31/10	228.68	84	2005	WELLS CARGO
10-8300-8020	30105T BU 5703	8300-8020	10	30105T	5703	GE Fleet	1WC200P2162056134	11/1/06	12/31/10	228.68	84	2005	WELLS CARGO
10-8300-8020	42101T BU 4702	8300-8020	10	42101T	4702	GE Fleet	1P9CP602X4B343525	11/1/06	12/31/10	618.80	84	2004	PRATT
10-8895-8020	18619 BU 6710	8895-8020	10	18619	6710	GE Fleet	1FTPW14530FA69263	21/1/06	12/31/11	134.80	60	2006	FORD F150
10-8895-8020	18619 BU 6712	8895-8020	10	18619	6712	GE Fleet	1FTPW14530FA69263	21/1/06	12/31/11	134.79	60	2006	FORD F150
10-8895-8020	18619 BU 6753	8895-8020	10	18619	6753	GE Fleet	1FTPW14530FA69263	21/1/06	12/31/11	134.78	60	2006	FORD F150
10-8895-8020	18619 BU 6713	8895-8020	10	18619	6713	GE Fleet	1FTPW14530FA69263	21/1/06	12/31/11	134.78	60	2006	FORD F150
10-8895-8020	18619 BU 6700	8895-8020	10	18619	6700	GE Fleet	1FTPW14530FA69263	21/1/06	12/31/11	134.78	60	2006	FORD F150
10-8895-8020	18619 BU 1102	8895-8020	10	18632	1102	GE Fleet	1FTN2F1516EC2047	21/1/06	12/31/11	462.78	60	2006	FORD F250
10-8300-8020	18633 BU 2656	8300-8020	10	18633	2656	GE Fleet	1PDW3X7Y06BC37548	21/1/06	12/31/11	545.79	60	2006	FORD F350
10-8300-8020	18642 BU 5783	8300-8020	10	18642	5783	GE Fleet	1FTSE30556EC07323	21/1/06	12/31/11	544.92	60	2006	FORD F350
10-8300-8020	19295 BU 6675	8300-8020	10	19295	6675	GE Fleet	1PDW7F36P5EBB288	21/1/06	12/31/11	739.30	60	2006	FORD F350
10-8300-8020	19302 BU 6003	8300-8020	10	19302	6003	GE Fleet	1FTWF40P36BB7886	21/1/06	12/31/11	636.62	60	2006	FORD F350
10-8895-8020	60005 BU 2552	8895-8020	10	60005	2552	GE Fleet	1FTRX12W46FA64100	21/1/06	12/31/11	447.04	60	2006	FORD F150
10-8895-8020	60006 BU 7253	8895-8020	10	60006	7253	GE Fleet	1FTRX12W46FA62274	21/1/06	12/31/11	447.04	60	2006	FORD F150
10-8895-8020	60010 BU 2552	8895-8020	10	60010	2552	GE Fleet	1FTRX12W76KC11763	21/1/06	12/31/11	445.02	60	2006	FORD F150

CO-Acct	Asset-BU	Acct	CO	ASSET #	BU	LEASE CO	SERIAL #VIN	EFF DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8895-8020	60011 BU 4000	8895-8020	10	60011	4000	GE Fleet	1FTRX14W76KC29599	2/1/06	1/3/11	580.95	60	2006	FORD F150
10-8300-8020	60012 BU 3803	8300-8020	10	60012	3803	GE Fleet	1FTRX12W36KC29604	2/1/06	1/3/11	495.52	60	2006	FORD F150
10-8895-8020	60013 BU 9922	8895-8020	10	60013	9922	GE Fleet	1FTRX12W36KC29604	2/1/06	1/3/11	445.39	60	2006	FORD F150
10-8895-8020	60017 BU 5953	8895-8020	10	60017	5953	GE Fleet	1FTRW12W96FA73824	2/1/06	1/3/11	508.06	60	2006	FORD F150
10-8895-8020	60018 BU 5800	8895-8020	10	60018	5800	GE Fleet	1FTRW12W96FA73824	2/1/06	1/3/11	508.06	60	2006	FORD F150
10-8895-8020	60019 BU 5800	8895-8020	10	60019	5800	GE Fleet	1FTRW12W96FA73824	2/1/06	1/3/11	508.06	60	2006	FORD F150
10-8300-8020	60020 BU 6713	8300-8020	10	60020	6713	GE Fleet	1FTRW14W96KC29588	2/1/06	1/3/11	530.68	60	2006	FORD F150
10-8895-8020	60021 BU 5953	8895-8020	10	60021	5953	GE Fleet	1FTRW12W46KC37200	2/1/06	1/3/11	508.01	60	2006	FORD F150
10-8895-8020	60071 BU 1100	8895-8020	10	60071	1100	GE Fleet	1D7HU18P75110320	10/1/06	1/3/11	464.59	52	2007	DODGE 1500
10-8895-8020	60074 BU 5402	8895-8020	10	60074	5402	GE Fleet	1D7HU18P75122345	10/1/06	1/3/11	468.60	52	2007	DODGE 1500
10-8895-8020	60082 BU 1100	8895-8020	10	60082	1100	GE Fleet	1D7HU18P7515749	10/1/06	1/3/11	465.72	52	2007	DODGE 1500
10-8895-8020	60103 BU 5153	8895-8020	10	60103	5153	GE Fleet	1D7HU18P7515749	10/1/06	1/3/11	470.51	52	2007	DODGE 1500
10-8895-8020	60108 BU 5702	8895-8020	10	60108	5702	GE Fleet	1D7HU18P7516223	10/1/06	1/3/11	437.16	52	2007	DODGE 1500
10-8895-8020	60110 BU 4700	8895-8020	10	60110	4700	GE Fleet	1D7HU18P7515749	10/1/06	1/3/11	469.73	52	2007	DODGE 1500
10-8895-8020	60112 BU 1133	8895-8020	10	60112	1133	GE Fleet	1D7HU18P7515749	10/1/06	1/3/11	467.89	52	2007	DODGE 1500
10-8895-8020	60116 BU 2653	8895-8020	10	60116	2653	GE Fleet	1D7HU18P7516710	10/1/06	1/3/11	467.83	52	2007	DODGE 1500
10-8895-8020	60129 BU 1100	8895-8020	10	60129	1100	GE Fleet	1D7HU18P75122347	10/1/06	1/3/11	466.78	52	2007	DODGE 1500
99-8895-8020	60134 BU 9000	8895-8020	99	60134	9000	GE Fleet	1D7HU18P7515749	10/1/06	1/3/11	467.22	52	2007	DODGE 1500
10-8895-8020	60138 BU 2202	8895-8020	10	60138	2202	GE Fleet	1D7HU18P7515749	10/1/06	1/3/11	467.22	52	2007	DODGE 1500
10-8895-8020	60145 BU 4002	8895-8020	10	60145	4002	GE Fleet	1D7HU18P7515749	10/1/06	1/3/11	467.22	52	2007	DODGE 1500
10-8895-8020	60156 BU 2400	8895-8020	10	60156	2400	GE Fleet	1D7HU18P7515749	10/1/06	1/3/11	467.22	52	2007	DODGE 1500
10-8895-8020	60161 BU 1800	8895-8020	10	60161	1800	GE Fleet	1D7HU18P7515749	10/1/06	1/3/11	467.22	52	2007	DODGE 1500
10-8895-8020	60169 BU 6655	8895-8020	10	60169	6655	GE Fleet	1D7HU18P7515749	10/1/06	1/3/11	467.22	52	2007	DODGE 1500
10-8895-8020	60170 BU 6655	8895-8020	10	60170	6655	GE Fleet	1D7HU18P7515749	10/1/06	1/3/11	467.22	52	2007	DODGE 1500
10-8895-8020	60173 BU 7303	8895-8020	10	60173	7303	GE Fleet	1D7HU18P7515749	10/1/06	1/3/11	467.22	52	2007	DODGE 1500
10-8895-8020	60185 BU 6700	8895-8020	10	60185	6700	GE Fleet	1D7HU18P7515749	10/1/06	1/3/11	467.22	52	2007	DODGE 1500
10-8895-8020	60404 BU 6700	8895-8020	10	60404	6700	GE Fleet	1D7HU18P7515749	10/1/06	1/3/11	467.22	52	2007	DODGE 1500
10-8500-8020	1417F BU 6711	8500-8020	10	1417F	6711	GE Fleet	1D7HU18P7515749	2/1/06	1/3/11	734.93	36	2008	DODGE 1500
10-8500-8020	1424F BU 7206	8500-8020	10	1424F	7206	GE Fleet	1D7HU18P7515749	2/1/06	1/3/11	2,276.27	60	2005	INGERSOLL RAND
10-8500-8020	1425F BU 6903	8500-8020	10	1425F	6903	GE Fleet	1D7HU18P7515749	2/1/06	1/3/11	2,276.27	60	2005	INGERSOLL RAND
10-8300-8020	42102T BU 6770	8300-8020	10	42102T	6770	GE Fleet	1L9RD42254094179	2/1/06	1/3/11	609.47	60	2005	HYSTR STOF
10-8300-8020	18648 BU 4300	8300-8020	10	18648	4300	GE Fleet	1FTRW12W96FA73824	2/1/06	1/3/11	472.03	84	2004	JDH TMASTER T18
10-8300-8020	18635 BU 3350	8300-8020	10	18635	3350	GE Fleet	1FTRW12W96FA73824	2/1/06	22/11	602.26	60	2006	FORD F150 4X2 S
99-8895-8020	18644 BU 9000	8895-8020	99	18644	9000	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	405.76	60	2006	FORD F250
10-8300-8020	19272 BU 5953	8300-8020	10	19272	5953	GE Fleet	1FTRW12W96FA73824	3/1/05	22/11	759.66	60	2006	Ford F550
10-8300-8020	19299 BU 1800	8300-8020	10	19299	1800	GE Fleet	1FTRW12W96FA73824	3/1/05	22/11	687.61	72	2005	Ford F550
10-8300-8020	19300 BU 1403	8300-8020	10	19300	1403	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	604.90	72	2005	Ford F550
10-8300-8020	19308 BU 1101	8300-8020	10	19308	1101	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	1,093.70	60	2006	FORD F550
10-8895-8020	60030 BU 5800	8895-8020	10	60030	5800	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	1,037.35	60	2006	FORD F550
10-8895-8020	60031 BU 5800	8895-8020	10	60031	5800	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	921.24	60	2006	FORD F550
10-8895-8020	60035 BU 5150	8895-8020	10	60035	5150	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	508.01	60	2006	FORD F150
10-8895-8020	60131 BU 2706	8895-8020	10	60131	2706	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	511.39	60	2006	FORD F150
10-8895-8020	60182 BU 3809	8895-8020	10	60182	3809	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	479.29	52	2007	DODGE 1500
10-8895-8020	60215 BU 3809	8895-8020	10	60215	3809	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	467.72	52	2007	DODGE 1500
10-8895-8020	60232 BU 4700	8895-8020	10	60232	4700	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	404.58	52	2007	DODGE 1500
10-8895-8020	60245 BU 7300	8895-8020	10	60245	7300	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	476.90	52	2007	DODGE 1500
10-8895-8020	60246 BU 7303	8895-8020	10	60246	7303	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	482.69	52	2007	DODGE 1500
10-8895-8020	60248 BU 7206	8895-8020	10	60248	7206	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	482.69	52	2007	DODGE 1500
10-8895-8020	60417 BU 6713	8895-8020	10	60417	6713	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	474.60	52	2007	DODGE 1500
10-8300-8020	89426 BU 4700	8300-8020	10	89426	4700	GE Fleet	1FTRW12W96FA73824	3/1/08	22/11	677.56	36	2008	DODGE 1500
10-8300-8020	97842 BU 3803	8300-8020	10	97842	3803	GE Fleet	1FTRW12W96FA73824	3/1/05	22/11	1,305.42	84	2005	KNWTH T800
10-8300-8020	97843 BU 3803	8300-8020	10	97843	3803	GE Fleet	1FTRW12W96FA73824	3/1/05	22/11	1,078.72	72	2005	KNWTH T300
10-8300-8020	1426F BU 6770	8300-8020	10	1426F	6770	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	1,078.72	72	2005	KNWTH T300
10-8500-8020	1427F BU 5702	8500-8020	10	1427F	5702	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	777.63	60	2006	HYSTR H90XMS
10-8500-8020	1429F BU 7200	8500-8020	10	1429F	7200	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	777.63	60	2006	HYSTR H90XMS
10-8300-8020	1432F BU 7302	8300-8020	10	1432F	7302	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	897.61	60	2006	HYSTR H110XM
10-8300-8020	18641 BU 2800	8300-8020	10	18641	2800	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	698.95	60	2006	HYSTR H80XM
10-8300-8020	18643 BU 6713	8300-8020	10	18643	6713	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	397.76	60	2006	FORD F150
10-8300-8020	18663 BU 3533	8300-8020	10	18663	3533	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	507.66	60	2006	FORD F250
10-8300-8020	18668 BU 5783	8300-8020	10	18668	5783	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	452.35	60	2006	FORD E250
10-8300-8020	19303 BU 6675	8300-8020	10	19303	6675	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	555.53	60	2006	FORD F350
10-8300-8020	19305 BU 6655	8300-8020	10	19305	6655	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	560.20	60	2006	FORD F350
10-8300-8020	19310 BU 1101	8300-8020	10	19310	1101	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	735.38	60	2006	FORD F350
10-8300-8020	19310 BU 1101	8300-8020	10	19310	1101	GE Fleet	1FTRW12W96FA73824	3/1/06	22/11	952.07	60	2006	FORD F350

CO-Asset	Asset-BU	Asset	CO	ASSET #	BU	LEASE CO	SERIAL #VIN	EFF DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8300-8020	19314 BU 3500	8300-8020	10	19314	3500	GE Fleet	3PRML55266V269104	4/1/06	3/31/11	898.10	60	2006	FORD LCF
10-8300-8020	19315 BU 3501	8300-8020	10	19315	3501	GE Fleet	3PRML55266V315835	4/1/06	3/31/11	913.63	60	2006	FORD LCF
10-8895-8020	60068 BU 5702	8895-8020	10	60068	5702	GE Fleet	ID7HA189P7J516208	12/1/06	3/31/11	435.80	52	2007	DODGE 1500
10-8895-8020	60265 BU 6903	8895-8020	10	60265	6903	GE Fleet	ID7HA189P7J51706	12/1/06	3/31/11	445.03	52	2007	DODGE 1500
10-8895-8020	60267 BU 6903	8895-8020	10	60267	6903	GE Fleet	ID7HA189P7J550510	12/1/06	3/31/11	445.03	52	2007	DODGE 1500
10-8895-8020	60268 BU 6903	8895-8020	10	60268	6903	GE Fleet	ID7HA189P7J551707	12/1/06	3/31/11	445.03	52	2007	DODGE 1500
10-8895-8020	60271 BU 6903	8895-8020	10	60271	6903	GE Fleet	ID7HA189P7J551710	12/1/06	3/31/11	445.03	52	2007	DODGE 1500
10-8895-8020	60272 BU 6903	8895-8020	10	60272	6903	GE Fleet	ID7HA189P7J551711	12/1/06	3/31/11	445.03	52	2007	DODGE 1500
10-8895-8020	60274 BU 6903	8895-8020	10	60274	6903	GE Fleet	ID7HA189P7J551713	12/1/06	3/31/11	445.03	52	2007	DODGE 1500
10-8895-8020	60275 BU 6903	8895-8020	10	60275	6903	GE Fleet	ID7HA189P7J551714	12/1/06	3/31/11	444.56	52	2007	DODGE 1500
10-8895-8020	60283 BU 6600	8895-8020	10	60283	6600	GE Fleet	ID7HA189P7J552760	12/1/06	3/31/11	445.93	52	2007	DODGE 1500
10-8895-8020	60286 BU 4500	8895-8020	10	60286	4500	GE Fleet	ID7HA189P7J552761	12/1/06	3/31/11	442.96	52	2007	DODGE 1500
10-8895-8020	60410 BU 4500	8895-8020	10	60410	4500	GE Fleet	1FTPW14528F841735	4/1/08	3/31/11	831.44	36	2008	FORD F150
10-8300-8020	97568 BU 2400	8300-8020	10	97568	2400	GE Fleet	2NKMHD7X5M116116	4/1/05	3/31/11	1,165.37	72	2005	KNWTH T300
10-8300-8020	97572 BU 6903	8300-8020	10	97572	6903	GE Fleet	2NKMHD7X5M116117	4/1/05	3/31/11	1,151.99	72	2005	KNWTH T300
10-8500-8020	1430F BU 2400	8500-8020	10	1430F	2400	GE Fleet	R020028	4/1/06	3/31/11	881.17	60	2006	MOFFET M5500
10-8500-8020	1431F BU 2400	8500-8020	10	1431F	2400	GE Fleet	R030268	4/1/06	3/31/11	834.61	48	2006	MOFFET M5500
10-8500-8020	1449F BU 6000	8500-8020	10	1449F	6000	GE Fleet	1P9CP45234H43201	4/1/04	3/31/11	269.92	84	2004	PRAATT
10-8300-8020	45380F BU 5800	8300-8020	10	45380F	5800	GE Fleet	1P9CP45234H43202	4/1/04	3/31/11	269.92	84	2004	PRAATT
10-8300-8020	45381F BU 5800	8300-8020	10	45381F	5800	GE Fleet	1P9CP45234H43203	4/1/04	3/31/11	269.92	84	2004	PRAATT
10-8300-8020	45382F BU 5800	8300-8020	10	45382F	5800	GE Fleet	1P9CP45234H43204	4/1/04	3/31/11	285.10	84	2004	PRAATT
10-8300-8020	45383F BU 5700	8300-8020	10	45383F	5700	GE Fleet	1P9CP45234H43205	4/1/04	3/31/11	285.10	84	2004	PRAATT
10-8300-8020	45384F BU 5700	8300-8020	10	45384F	5700	GE Fleet	1P9CP45234H43206	4/1/04	3/31/11	285.10	84	2004	PRAATT
10-8500-8020	1456F BU 3350	8500-8020	10	1456F	3350	GE Fleet	L005V07762D	5/1/06	4/30/11	705.75	60	2006	HYSTR H80XMS
10-8300-8020	18653 BU 7502	8300-8020	10	18653	7502	GE Fleet	1FTRF14V6N8B24799	5/1/06	4/30/11	436.42	60	2006	FORD F150
10-8300-8020	18671 BU 1402	8300-8020	10	18671	1402	GE Fleet	1FTVX14386NAA66529	5/1/06	4/30/11	593.70	60	2006	FORD F150
10-8300-8020	19317 BU 6655	8300-8020	10	19317	6655	GE Fleet	1FTW32P28EC82713	5/1/06	4/30/11	662.54	60	2006	FORD F150
10-8895-8020	60294 BU 6903	8895-8020	10	60294	6903	GE Fleet	ID7HA189P7J564771	1/1/07	4/30/11	412.26	52	2007	DODGE 1500
10-8895-8020	60397 BU 2200	8895-8020	10	60397	2200	GE Fleet	ID7HA189P7J564719	1/1/08	4/30/11	628.18	40	2007	DODGE 1500
10-8895-8020	60399 BU 2200	8895-8020	10	60399	2200	GE Fleet	ID7HA189P7J564719	1/1/08	4/30/11	628.18	40	2007	DODGE 1500
10-8895-8020	60420 BU 6704	8895-8020	10	60420	6704	GE Fleet	ID7HA189P7J564719	5/1/08	4/30/11	718.03	36	2008	DODGE 1500
10-8300-8020	97569 BU 3350	8300-8020	10	97569	3350	GE Fleet	2NKMHD7X96M117851	5/1/05	4/30/11	1,070.81	72	2005	KNWTH T300
10-8300-8020	97571 BU 6003	8300-8020	10	97571	6003	GE Fleet	2NKMHD7X96M117851	5/1/05	4/30/11	1,186.59	72	2005	KNWTH T300
10-8300-8020	97837 BU 1100	8300-8020	10	97837	1100	GE Fleet	2NKMHD7X66M116123	5/1/05	4/30/11	1,196.97	72	2005	KNWTH T300
10-8300-8020	97838 BU 1100	8300-8020	10	97838	1100	GE Fleet	2NKMHD7X66M116124	5/1/05	4/30/11	1,196.13	72	2005	KNWTH T300
10-8300-8020	97839 BU 1133	8300-8020	10	97839	1133	GE Fleet	2NKMHD7X66M116125	5/1/05	4/30/11	1,427.12	72	2005	KNWTH T300
10-8300-8020	97840 BU 1402	8300-8020	10	97840	1402	GE Fleet	2NKMHD7X66M116125	5/1/05	4/30/11	1,197.76	72	2005	KNWTH T300
10-8300-8020	97844 BU 7253	8300-8020	10	97844	7253	GE Fleet	2NKMHD7X66M116125	5/1/05	4/30/11	1,024.51	72	2005	KNWTH T300
10-8300-8020	97844 BU 7253	8300-8020	10	97844	7253	GE Fleet	2NKMHD7X66M116125	5/1/05	4/30/11	1,024.51	72	2005	KNWTH T300
10-8300-8020	99432 BU 7100	8300-8020	10	99432	7100	GE Fleet	1NKDL19X06R117841	5/1/05	4/30/11	1,874.41	72	2005	KNWTH T800
10-8300-8020	99434 BU 4000	8300-8020	10	99434	4000	GE Fleet	1NKDL19X06R117841	5/1/05	4/30/11	1,851.73	72	2005	KNWTH T800
10-8500-8020	1450F BU 2800	8500-8020	10	1450F	2800	GE Fleet	L005V07733D	5/1/06	4/30/11	765.20	60	2006	HYSTR H90XMS
10-8500-8020	1452F BU 6700	8500-8020	10	1452F	6700	GE Fleet	L005V07733D	5/1/06	4/30/11	767.87	60	2006	HYSTR H90XMS
10-8500-8020	1453F BU 6700	8500-8020	10	1453F	6700	GE Fleet	L005V07733D	5/1/06	4/30/11	767.87	60	2006	HYSTR H90XMS
10-8300-8020	45377F BU 2200	8300-8020	10	45377F	2200	GE Fleet	1P9CP45234H43208	5/1/04	4/30/11	292.84	84	2004	PRAATT
10-8300-8020	45378F BU 7200	8300-8020	10	45378F	7200	GE Fleet	1P9CP45234H43207	5/1/04	4/30/11	325.37	84	2004	PRAATT
10-8300-8020	45379F BU 7200	8300-8020	10	45379F	7200	GE Fleet	1P9CP45234H43207	5/1/04	4/30/11	304.97	84	2004	PRAATT
10-8300-8020	48431F BU 6710	8300-8020	10	48431F	6710	GE Fleet	1P9CP45234H43207	5/1/04	4/30/11	644.83	72	2005	FORD F550
10-8300-8020	19278 BU 1133	8300-8020	10	19278	1133	GE Fleet	1P9CP45234H43208	6/1/06	5/31/11	717.71	60	2006	DODGE Sprinter 350
10-8300-8020	19318 BU 3803	8300-8020	10	19318	3803	GE Fleet	1P9CP45234H43208	6/1/06	5/31/11	669.37	60	2006	FORD F150
10-8895-8020	60406 BU 2322	8895-8020	10	60406	2322	GE Fleet	1FTW32P28EC82713	2/1/07	5/31/11	412.26	52	2007	DODGE 1500
10-8895-8020	60313 BU 5402	8895-8020	10	60313	5402	GE Fleet	ID7HA189P7J564719	2/1/07	5/31/11	476.03	52	2007	DODGE 1500
10-8895-8020	60405 BU 7258	8895-8020	10	60405	7258	GE Fleet	ID7HA189P7J564719	2/1/08	5/31/11	626.73	40	2008	DODGE 1500
10-8895-8020	60408 BU 5800	8895-8020	10	60408	5800	GE Fleet	ID7HA189P7J564719	2/1/08	5/31/11	666.75	40	2008	DODGE 1500
10-8300-8020	7921F BU 7452	8300-8020	10	7921F	7452	GE Fleet	1HSMATA26H2373702	6/1/05	5/31/11	1,025.49	72	2005	INTL 4400
10-8300-8020	89415 BU 2400	8300-8020	10	89415	2400	GE Fleet	3WKDDU9X23F082143	6/1/04	5/31/11	1,168.41	84	2005	KNWTH T800
10-8300-8020	97564 BU 1403	8300-8020	10	97564	1403	GE Fleet	2NKMHD7X66M117691	6/1/05	5/31/11	1,227.62	72	2005	KNWTH T300
10-8300-8020	97570 BU 4000	8300-8020	10	97570	4000	GE Fleet	2NKMHD7X66M117684	6/1/05	5/31/11	1,064.54	72	2006	KNWTH T300
10-8300-8020	97841 BU 2320	8300-8020	10	97841	2320	GE Fleet	2NKMHD7X66M117683	6/1/05	5/31/11	1,096.05	72	2006	KNWTH T300
10-8300-8020	99430 BU 1400	8300-8020	10	99430	1400	GE Fleet	1NKDL19X06R117844	6/1/05	5/31/11	1,959.04	72	2006	KNWTH T800
10-8300-8020	99431 BU 1400	8300-8020	10	99431	1400	GE Fleet	1NKDL19X06R117845	6/1/05	5/31/11	1,959.04	72	2006	KNWTH T800
10-8300-8020	99435 BU 2800	8300-8020	10	99435	2800	GE Fleet	1NKDL19X06R117846	6/1/05	5/31/11	1,792.87	72	2006	KNWTH T800
10-8300-8020	99436 BU 4500	8300-8020	10	99436	4500	GE Fleet	1NKDL19X06R117847	6/1/05	5/31/11	1,866.68	72	2006	KNWTH T800
10-8300-8020	99437 BU 5700	8300-8020	10	99437	5700	GE Fleet	2NKM7D9X26M117685	6/1/05	5/31/11	1,379.32	72	2006	KNWTH T300
10-8300-8020	99438 BU 1800	8300-8020	10	99438	1800	GE Fleet	1NKDL19X06R117848	6/1/05	5/31/11	1,898.61	72	2006	KNWTH T800

CO-Asset	Asset-BU	Acct	CO	ASSET #	BU	LEASE CO	SERIAL #/VIN	EFF DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8300-8020	99439 BU 7100	8300-8020	10	99439	7100	GE Fleet	INKDLUPX56R117849	6/1/05	5/31/11	1,877.09	72	2006	KNWTH T800
10-8300-8020	99440 BU 7400	8300-8020	10	99440	7400	GE Fleet	1HTWYAH866219031	6/1/05	5/31/11	1,631.14	72	2006	INTL T600
10-8300-8020	99441 BU 3350	8300-8020	10	99441	3350	GE Fleet	INKDLUPX86R117862	6/1/05	5/31/11	1,869.15	72	2006	KNWTH T800
10-8300-8020	99442 BU 7200	8300-8020	10	99442	7200	GE Fleet	INKDLUPX66R117861	6/1/05	5/31/11	1,806.58	72	2006	KNWTH T800
10-8500-8020	1433F BU 3501	8500-8020	10	1433F	3501	GE Fleet	L005V07699D	6/1/06	5/31/11	906.07	60	2006	HYSTR H110XM
10-8500-8020	1437F BU 2202	8500-8020	10	1437F	2202	GE Fleet	L005V0776D	6/1/06	5/31/11	902.96	60	2006	HYSTR H110XM
10-8500-8020	1438F BU 2202	8500-8020	10	1438F	2202	GE Fleet	L005V0776D	6/1/06	5/31/11	902.96	60	2006	HYSTR H110XM
10-8500-8020	1441F BU 5800	8500-8020	10	1441F	5800	GE Fleet	P125061206	6/1/06	5/31/11	796.39	60	2006	PRCTN PB50
10-8500-8020	1445F BU 5700	8500-8020	10	1445F	5700	GE Fleet	L005V0775D	6/1/06	5/31/11	571.31	60	2006	TOYOTA TFGU30
10-8500-8020	1446F BU 5700	8500-8020	10	1446F	5700	GE Fleet	L005V0799D	6/1/06	5/31/11	571.31	60	2006	TOYOTA TFGU30
10-8500-8020	1451F BU 4002	8500-8020	10	1451F	4002	GE Fleet	L005V07849D	6/1/06	5/31/11	893.40	60	2006	HYSTR H110XM
10-8500-8020	1457F BU 3350	8500-8020	10	1457F	3350	GE Fleet	L005V0799D	6/1/06	5/31/11	724.28	60	2006	HYSTR H110XM
10-8500-8020	1470F BU 2402	8500-8020	10	1470F	2402	GE Fleet	L005V0799D	6/1/06	5/31/11	961.70	60	2006	HYSTR H110XM
10-8500-8020	1472F BU 2400	8500-8020	10	1472F	2400	GE Fleet	L005V07849D	6/1/06	5/31/11	1,115.90	60	2006	HYSTR H135XL2
10-8500-8020	1478F BU 6910	8500-8020	10	1478F	6910	GE Fleet	P020328	6/1/06	5/31/11	801.26	60	2006	HYSTR H90XMS
10-8300-8020	1929F BU 4000	8300-8020	10	1929F	4000	GE Fleet	1EDAF6P26ED71110	6/1/06	5/31/11	823.70	60	2006	MOFET M5500
10-8300-8020	19320 BU 1400	8300-8020	10	19320	1400	GE Fleet	1FTNFP2156ED95413	7/1/06	6/30/11	787.24	60	2006	FORD F550
10-8895-8020	60409 BU 5800	8895-8020	10	60409	5800	GE Fleet	1D7HA18N98180032	7/1/06	6/30/11	567.15	60	2006	FORD F250
10-8895-8020	60418 BU 6770	8895-8020	10	60418	6770	GE Fleet	1D7HA18N48180035	7/1/06	6/30/11	652.64	40	2008	DODGE 1500
10-8895-8020	60427 BU 6903	8895-8020	10	60427	6903	GE Fleet	1D7HA18N08238643	7/1/06	6/30/11	652.64	40	2008	DODGE 1500
10-8895-8020	60435 BU 2733	8895-8020	10	60435	2733	GE Fleet	1D7HU18N28239185	7/1/06	6/30/11	773.35	36	2008	DODGE 1500
10-8895-8020	60438 BU 3750	8895-8020	10	60438	3750	GE Fleet	1D7HU18N68239190	7/1/06	6/30/11	773.35	36	2008	DODGE 1500
10-8300-8020	89411 BU 3350	8300-8020	10	89411	3350	GE Fleet	3WKDDDB9X3F082714	7/1/04	6/30/11	1,201.71	84	2005	KNWTH T800
10-8300-8020	89416 BU 6000	8300-8020	10	89416	6000	GE Fleet	3WKDDDB9X3F082495	7/1/04	6/30/11	1,201.71	84	2005	KNWTH T800
10-8300-8020	89417 BU 3501	8300-8020	10	89417	3501	GE Fleet	3WKDDDB9X3F082494	7/1/04	6/30/11	1,201.60	84	2005	KNWTH T800
10-8300-8020	97574 BU 7303	8300-8020	10	97574	7303	GE Fleet	1HTMMAAP76H219848	7/1/05	6/30/11	939.47	72	2006	INTL 4300
10-8300-8020	97577 BU 3333	8300-8020	10	97577	3333	GE Fleet	2NKMED6X2M4116122	7/1/05	6/30/11	1,144.44	72	2006	KNWTH T300
10-8300-8020	99433 BU 6001	8300-8020	10	99433	6001	GE Fleet	INKDLUPX26R117842	7/1/05	6/30/11	1,872.92	72	2006	KNWTH T800
10-8500-8020	1306F BU 2800	8500-8020	10	1306F	2800	GE Fleet	L005V08370D	7/1/06	6/30/11	855.57	60	2006	HYSTR H90XMS
10-8500-8020	1454F BU 2700	8500-8020	10	1454F	2700	GE Fleet	L005V08202D	7/1/06	6/30/11	906.09	60	2006	HYSTR H110XM
10-8500-8020	1455F BU 2700	8500-8020	10	1455F	2700	GE Fleet	L005V08202D	7/1/06	6/30/11	926.13	60	2006	HYSTR H110XM
10-8500-8020	1458F BU 3350	8500-8020	10	1458F	3350	GE Fleet	L005V08204D	7/1/06	6/30/11	781.70	60	2006	HYSTR H90XMS
10-8500-8020	1459F BU 3352	8500-8020	10	1459F	3352	GE Fleet	L005V08427D	7/1/06	6/30/11	814.51	60	2006	HYSTR H110XM
10-8500-8020	1460F BU 6700	8500-8020	10	1460F	6700	GE Fleet	L005V08426D	7/1/06	6/30/11	885.81	60	2006	HYSTR H110XM
10-8500-8020	1461F BU 6700	8500-8020	10	1461F	6700	GE Fleet	L008V08214D	7/1/06	6/30/11	838.02	60	2006	HYSTR H110XM
10-8500-8020	1462F BU 6700	8500-8020	10	1462F	6700	GE Fleet	L005V08199D	7/1/06	6/30/11	771.80	60	2006	HYSTR H90XMS
10-8500-8020	1463F BU 7100	8500-8020	10	1463F	7100	GE Fleet	L005V08205D	7/1/06	6/30/11	892.17	60	2006	HYSTR H110XM
10-8500-8020	1464F BU 1800	8500-8020	10	1464F	1800	GE Fleet	L005V08479D	7/1/06	6/30/11	938.80	60	2006	HYSTR H110XM
10-8500-8020	1465F BU 2200	8500-8020	10	1465F	2200	GE Fleet	L005V08453D	7/1/06	6/30/11	752.63	60	2006	HYSTR H90XMS
10-8500-8020	1466F BU 7100	8500-8020	10	1466F	7100	GE Fleet	L006V08458D	7/1/06	6/30/11	752.63	60	2006	HYSTR H90XMS
10-8500-8020	1467F BU 4700	8500-8020	10	1467F	4700	GE Fleet	G006V04086D	7/1/06	6/30/11	1,109.78	60	2006	HYSTR H135XL2
10-8500-8020	1469F BU 6710	8500-8020	10	1469F	6710	GE Fleet	L005V08405D	7/1/06	6/30/11	804.71	60	2006	HYSTR H90XMS
10-8500-8020	1475F BU 6000	8500-8020	10	1475F	6000	GE Fleet	L005V08299D	7/1/06	6/30/11	761.77	60	2006	HYSTR H80XMS
10-8500-8020	1476F BU 6002	8500-8020	10	1476F	6002	GE Fleet	L005V08298D	7/1/06	6/30/11	761.77	60	2006	HYSTR H80XMS
10-8300-8020	48432F BU 4000	8300-8020	10	48432F	4000	GE Fleet	1TTF4820X31071669	7/1/04	6/30/11	290.49	84	2003	WABSH FB SEMI T
10-8300-8020	48433F BU 3350	8300-8020	10	48433F	3350	GE Fleet	1TTF4820X31071670	7/1/04	6/30/11	279.21	84	2003	WABSH FB SEMI T
10-8300-8020	48434F BU 3501	8300-8020	10	48434F	3501	GE Fleet	1TTF4820X31071648	7/1/04	6/30/11	279.21	84	2003	WABSH FB SEMI T
10-8300-8020	18690 BU 7300	8300-8020	10	18690	7300	GE Fleet	1D7K828062123270	8/1/06	7/31/11	632.09	60	2006	DODGE 2500
10-8895-8020	60037 BU 1403	8895-8020	10	60037	7606	GE Fleet	1D7HU18N568512613	8/1/06	7/31/11	619.58	60	2006	DODGE 1500
10-8895-8020	60038 BU 1400	8895-8020	10	60038	1403	GE Fleet	1D7HU18N56863398	8/1/06	7/31/11	604.62	60	2007	DODGE 1500
10-8895-8020	60411 BU 7200	8895-8020	10	60411	7200	GE Fleet	1D7HU18N56875583	8/1/06	7/31/11	613.03	60	2007	DODGE 1500
10-8895-8020	60412 BU 3803	8895-8020	10	60412	3803	GE Fleet	1D7HU18N68181940	4/1/08	7/31/11	752.78	40	2008	FORD F150
10-8895-8020	60430 BU 6711	8895-8020	10	60430	6711	GE Fleet	1D7HA18N48238645	8/1/08	7/31/11	725.20	36	2008	DODGE 1500
10-8300-8020	89412 BU 4000	8300-8020	10	89412	4000	GE Fleet	3WKDDDB9X3F082496	8/1/04	7/31/11	1,259.56	84	2005	KNWTH T800
10-8300-8020	99417 BU 1400	8300-8020	10	99417	1400	GE Fleet	3BKJDLB9X3F082497	8/1/04	7/31/11	1,550.59	84	2005	KNWTH W900
10-8300-8020	99422 BU 7300	8300-8020	10	99422	7300	GE Fleet	3HSCBAPR45N058319	8/1/04	7/31/11	1,198.74	84	2005	KNWTH T800
10-8300-8020	99446 BU 2700	8300-8020	10	99446	2700	GE Fleet	INKDLUPX16R117850	8/1/05	7/31/11	1,821.95	72	2006	KNWTH T800
10-8300-8020	1313F BU 6711	8300-8020	10	1313F	6711	GE Fleet	189583	8/1/06	7/31/11	2,538.11	60	2006	INERSOLL RAND
10-8300-8020	36901L BU 4700	8300-8020	10	36901L	4700	GE Fleet	1P9C36284B343593	8/1/04	7/31/11	383.88	84	2004	PRAIT
10-8300-8020	48430T BU 1402	8300-8020	10	48430T	1402	GE Fleet	1P9C70264B343592	8/1/04	7/31/11	689.28	84	2004	PRAIT
10-8300-8020	48435F BU 4500	8300-8020	10	48435F	4500	GE Fleet	1GRDM9624M701529	8/1/04	7/31/11	254.23	84	2004	GRITON 48' Flatbed
10-8300-8020	48436F BU 6712	8300-8020	10	48436F	6712	GE Fleet	1GRDM9624M701528	8/1/04	7/31/11	265.91	84	2004	GRITON 48' Flatbed
10-8300-8020	48437F BU 3501	8300-8020	10	48437F	3501	GE Fleet	1GRDM9624M701531	8/1/04	7/31/11	252.78	84	2004	GRITON 48' Flatbed

CO-Asset	Asset-BU	Asset	CO	ASSET #	BU	LEASE CO	SERIAL #VIN	EFF DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8300-8020	48438F BU 4000	8300-8020	10	48438F	4000	GE Fleet	1QRDM96248M701530	8/1/04	7/31/11	252.78	84	2004	GRDIN 48' Flatbed
10-8300-8020	36101T BU 3352	8300-8020	10	36101T	3352	GE Fleet	1P9CP50214B343620	9/1/04	8/30/11	596.57	84	2004	PRAV
10-8300-8020	18693 BU 4502	8300-8020	10	18693	4502	GE Fleet	1FTS2X0530ED39553	9/1/06	8/31/11	563.24	60	2006	FORD F250
10-8300-8020	18703 BU 7502	8300-8020	10	18703	7502	GE Fleet	1FTYR11037PA02916	9/1/06	8/31/11	403.11	60	2006	FORD Ranger
10-8300-8020	18704 BU 2700	8300-8020	10	18704	2700	GE Fleet	1FTYR11037PA02908	9/1/06	8/31/11	403.11	60	2006	FORD Ranger
10-8300-8020	18705 BU 2700	8300-8020	10	18705	2700	GE Fleet	3D7K326D586277909	9/1/06	8/31/11	575.10	60	2006	DODGE 2500
10-8895-8020	60064 BU 6600	8895-8020	10	60064	6600	GE Fleet	1D7HA18PX7J516206	9/1/06	8/31/11	387.01	60	2007	DODGE 1500
10-8895-8020	60065 BU 6600	8895-8020	10	60065	6600	GE Fleet	1D7HA18PX7J516207	9/1/06	8/31/11	387.01	60	2007	DODGE 1500
10-8895-8020	60081 BU 5783	8895-8020	10	60081	5783	GE Fleet	1D7HA18PX7J516219	9/1/06	8/31/11	386.99	60	2007	DODGE 1500
10-8895-8020	60085 BU 6753	8895-8020	10	60085	6753	GE Fleet	1D7HA18PX7J516215	9/1/06	8/31/11	388.23	60	2007	DODGE 1500
10-8895-8020	60088 BU 5402	8895-8020	10	60088	5402	GE Fleet	1D7HA18PX7J516219	9/1/06	8/31/11	388.23	60	2007	DODGE 1500
10-8895-8020	60143 BU 6712	8895-8020	10	60143	6712	GE Fleet	1D7HA18PX7J518804	9/1/06	8/31/11	414.08	60	2007	DODGE 1500
10-8895-8020	60333 BU 2552	8895-8020	10	60333	2552	GE Fleet	1D7HA18PX7J5199271	5/1/07	8/31/11	412.52	52	2007	DODGE 1500
10-8895-8020	60337 BU 2552	8895-8020	10	60337	2552	GE Fleet	1D7HA18PX7J5199271	5/1/07	8/31/11	472.99	52	2007	DODGE 1500
10-8895-8020	60419 BU 6700	8895-8020	10	60419	6700	GE Fleet	1D7HA18PX7J5197433	5/1/08	8/31/11	622.41	40	2008	DODGE 1500
10-8895-8020	60425 BU 6700	8895-8020	10	60425	6700	GE Fleet	1D7HA18PX7J5197433	5/1/08	8/31/11	737.67	36	2008	DODGE 1500
10-8500-8020	1301F BU 4700	8500-8020	10	1301F	4700	GE Fleet	1E510338	9/1/06	8/31/11	992.85	60	2006	MOPETT M5500
10-8500-8020	1439F BU 5700	8500-8020	10	1439F	5700	GE Fleet	1D7HU18PX7J515741	9/1/06	8/31/11	871.32	60	2006	PRTN P8500
10-8895-8020	60069 BU 2653	8895-8020	10	60069	2653	GE Fleet	1D7HU18PX7J510323	10/1/06	9/30/11	413.00	60	2007	DODGE 1500
10-8895-8020	60078 BU 2700	8895-8020	10	60078	2700	GE Fleet	1D7HU18PX7J5122346	10/1/06	9/30/11	414.95	60	2007	DODGE 1500
10-8895-8020	60080 BU 5150	8895-8020	10	60080	5150	GE Fleet	1D7HU18PX7J5122346	10/1/06	9/30/11	414.50	60	2007	DODGE 1500
10-8895-8020	60087 BU 2653	8895-8020	10	60087	2653	GE Fleet	1D7HU18PX7J515741	10/1/06	9/30/11	414.01	60	2007	DODGE 1500
10-8895-8020	60090 BU 3803	8895-8020	10	60090	3803	GE Fleet	1D7HU18PX7J515751	10/1/06	9/30/11	414.01	60	2007	DODGE 1500
10-8895-8020	60091 BU 4000	8895-8020	10	60091	4000	GE Fleet	1D7HU18PX7J515743	10/1/06	9/30/11	413.13	60	2007	DODGE 1500
10-8895-8020	60092 BU 1138	8895-8020	10	60092	1138	GE Fleet	1D7HU18PX7J515752	10/1/06	9/30/11	414.08	60	2007	DODGE 1500
10-8895-8020	60097 BU 6753	8895-8020	10	60097	6753	GE Fleet	1D7HA18PX7J516218	10/1/06	9/30/11	385.28	60	2007	DODGE 1500
10-8895-8020	60099 BU 1133	8895-8020	10	60099	1133	GE Fleet	1D7HU18PX7J515746	10/1/06	9/30/11	414.00	60	2007	DODGE 1500
99-8895-8020	60100 BU 9000	8895-8020	99	60100	9000	GE Fleet	1D7HU18PX7J515747	10/1/06	9/30/11	414.00	60	2007	DODGE 1500
10-8895-8020	60101 BU 5800	8895-8020	10	60101	5800	GE Fleet	1D7HA18PX7J516221	10/1/06	9/30/11	386.96	60	2007	DODGE 1500
10-8895-8020	60102 BU 2702	8895-8020	10	60102	2702	GE Fleet	1D7HU18PX7J516708	10/1/06	9/30/11	413.98	60	2007	DODGE 1500
10-8895-8020	60109 BU 7400	8895-8020	10	60109	7400	GE Fleet	1D7HU18PX7J512029	10/1/06	9/30/11	418.98	60	2007	DODGE 1500
10-8895-8020	60111 BU 7400	8895-8020	10	60111	7400	GE Fleet	1D7HU18PX7J512020	10/1/06	9/30/11	418.98	60	2007	DODGE 1500
10-8895-8020	60114 BU 1133	8895-8020	10	60114	1133	GE Fleet	1D7HU18PX7J516709	10/1/06	9/30/11	413.91	60	2007	DODGE 1500
10-8895-8020	60124 BU 1133	8895-8020	10	60124	1133	GE Fleet	1D7HU18PX7J512021	10/1/06	9/30/11	413.22	60	2007	DODGE 1500
10-8895-8020	60125 BU 2700	8895-8020	10	60125	2700	GE Fleet	1D7HU18PX7J512022	10/1/06	9/30/11	413.22	60	2007	DODGE 1500
10-8895-8020	60126 BU 3750	8895-8020	10	60126	3750	GE Fleet	1D7HU18PX7J517345	10/1/06	9/30/11	419.80	60	2007	DODGE 1500
10-8895-8020	60127 BU 2733	8895-8020	10	60127	2733	GE Fleet	1D7HU18PX7J512027	10/1/06	9/30/11	413.91	60	2007	DODGE 1500
10-8895-8020	60128 BU 7400	8895-8020	10	60128	7400	GE Fleet	1D7HU18PX7J5126759	10/1/06	9/30/11	417.98	60	2007	DODGE 1500
10-8895-8020	60132 BU 1100	8895-8020	10	60132	1100	GE Fleet	1D7HU18PX7J512023	10/1/06	9/30/11	413.22	60	2007	DODGE 1500
10-8895-8020	60133 BU 2733	8895-8020	10	60133	2733	GE Fleet	1D7HU18PX7J512028	10/1/06	9/30/11	416.31	60	2007	DODGE 1500
10-8895-8020	60136 BU 3803	8895-8020	10	60136	3803	GE Fleet	1D7HU18PX7J512025	10/1/06	9/30/11	413.22	60	2007	DODGE 1500
10-8895-8020	60144 BU 7606	8895-8020	10	60144	7606	GE Fleet	1D7HU18PX7J5126764	10/1/06	9/30/11	417.98	60	2007	DODGE 1500
10-8895-8020	60146 BU 7606	8895-8020	10	60146	7606	GE Fleet	1D7HU18PX7J5126766	10/1/06	9/30/11	417.98	60	2007	DODGE 1500
10-8895-8020	60149 BU 2700	8895-8020	10	60149	2700	GE Fleet	1D7HU18PX7J5126769	10/1/06	9/30/11	412.35	60	2007	DODGE 1500
10-8895-8020	60150 BU 2706	8895-8020	10	60150	2706	GE Fleet	1D7HU18PX7J5126761	10/1/06	9/30/11	412.13	60	2007	DODGE 1500
10-8895-8020	60151 BU 2800	8895-8020	10	60151	2800	GE Fleet	1D7HU18PX7J5126762	10/1/06	9/30/11	413.77	60	2007	DODGE 1500
10-8895-8020	60152 BU 2800	8895-8020	10	60152	2800	GE Fleet	1D7HU18PX7J5126770	10/1/06	9/30/11	414.66	60	2007	DODGE 1500
10-8895-8020	60153 BU 2400	8895-8020	10	60153	2400	GE Fleet	1D7HA18PX7J5129359	10/1/06	9/30/11	359.76	60	2007	DODGE 1500
10-8895-8020	60157 BU 2400	8895-8020	10	60157	2400	GE Fleet	1D7HA18PX7J5129361	10/1/06	9/30/11	359.76	60	2007	DODGE 1500
10-8895-8020	60158 BU 2400	8895-8020	10	60158	2400	GE Fleet	1D7HA18PX7J51531597	10/1/06	9/30/11	356.54	60	2007	DODGE 1500
10-8895-8020	60159 BU 1401	8895-8020	10	60159	1401	GE Fleet	1D7HU18PX7J512034	10/1/06	9/30/11	414.79	60	2007	DODGE 1500
10-8895-8020	60164 BU 6700	8895-8020	10	60164	6700	GE Fleet	1D7HA18PX7J51531593	10/1/06	9/30/11	357.90	60	2007	DODGE 1500
10-8895-8020	60165 BU 7400	8895-8020	10	60165	7400	GE Fleet	1D7HU18PX7J512033	10/1/06	9/30/11	418.98	60	2007	DODGE 1500
10-8895-8020	60166 BU 6655	8895-8020	10	60166	6655	GE Fleet	1D7HA18PX7J51531594	10/1/06	9/30/11	385.01	60	2007	DODGE 1500
10-8895-8020	60179 BU 1401	8895-8020	10	60179	1401	GE Fleet	1D7HU18PX7J512040	10/1/06	9/30/11	412.42	60	2007	DODGE 1500
10-8895-8020	60181 BU 2400	8895-8020	10	60181	2400	GE Fleet	1D7HA18PX7J51531601	10/1/06	9/30/11	359.76	60	2007	DODGE 1500
10-8895-8020	60183 BU 4703	8895-8020	10	60183	4703	GE Fleet	1D7HA18PX7J51531612	10/1/06	9/30/11	358.50	60	2007	DODGE 1500
10-8895-8020	60186 BU 6704	8895-8020	10	60186	6704	GE Fleet	1D7HA18PX7J51531607	10/1/06	9/30/11	387.19	60	2007	DODGE 1500
10-8895-8020	60188 BU 4700	8895-8020	10	60188	4700	GE Fleet	1D7HA18PX7J51531328	10/1/06	9/30/11	367.48	60	2007	DODGE 1500
10-8895-8020	60203 BU 4250	8895-8020	10	60203	4250	GE Fleet	1D7HA18PX7J51531322	10/1/06	9/30/11	365.95	60	2007	DODGE 1500
10-8895-8020	60204 BU 4250	8895-8020	10	60204	4250	GE Fleet	1D7HA18PX7J51531323	10/1/06	9/30/11	375.54	60	2007	DODGE 1500
10-8895-8020	60206 BU 3809	8895-8020	10	60206	3809	GE Fleet	1D7HA18PX7J51531314	10/1/06	9/30/11	381.88	60	2007	DODGE 1500
10-8895-8020	60208 BU 7253	8895-8020	10	60208	7253	GE Fleet	1D7HA18PX7J51531316	10/1/06	9/30/11	364.93	60	2007	DODGE 1500
10-8895-8020	60210 BU 6675	8895-8020	10	60210	6675	GE Fleet	1D7HA18PX7J51531326	10/1/06	9/30/11	386.51	60	2007	DODGE 1500
10-8895-8020	60211 BU 6675	8895-8020	10	60211	6675	GE Fleet	1D7HA18PX7J51531317	10/1/06	9/30/11	393.86	60	2007	DODGE 1500

CO-Asset	Asset-BU	Acct	CO	ASSET #	BU	LEASE CO	SERIAL #VIN	EFF DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8895-8020	60213 BU 1402	8895-8020	10	60213	1402	GE Fleet	ID7HU18P97533456	10/1/06	9/30/11	420.15	60	2007	DODGE
10-8895-8020	60214 BU 1402	8895-8020	10	60214	1402	GE Fleet	ID7HU18P97533457	10/1/06	9/30/11	420.15	60	2007	DODGE
10-8895-8020	60217 BU 6675	8895-8020	10	60217	6675	GE Fleet	ID7HA18P57534273	10/1/06	9/30/11	391.86	60	2007	DODGE
10-8895-8020	60369 BU 7200	8895-8020	10	60369	7200	GE Fleet	ID7HA18P73599264	6/1/07	9/30/11	412.52	52	2007	DODGE 1500
10-8300-8020	99444 BU 2402	8300-8020	10	99444	2402	GE Fleet	1XKDDUUX76R117836	10/1/05	9/30/11	3,847.14	72	2006	KNIGHT T800
10-8300-8020	1302F BU 7253	8300-8020	10	1302F	7253	GE Fleet	G138N023860	10/1/06	9/30/11	697.61	60	2006	HYSTR N45XMR3
10-8300-8020	1305F BU 1100	8300-8020	10	1305F	1100	GE Fleet	L005V08212D	10/1/06	9/30/11	785.47	60	2006	HYSTR H90XMR
10-8300-8020	1307F BU 5800	8300-8020	10	1307F	5800	GE Fleet	L177B02067C	10/1/06	9/30/11	576.88	60	2006	HYSTR H60FT
10-8300-8020	1318F BU 2700	8300-8020	10	1318F	2700	GE Fleet	L005V08645D	10/1/06	9/30/11	920.40	60	2006	PRCTN E2-3RVX
10-8300-8020	1321F BU 5702	8300-8020	10	1321F	5702	GE Fleet	L005V08922D	10/1/06	9/30/11	768.23	60	2006	HYSTR H80XMR
10-8300-8020	1322F BU 2650	8300-8020	10	1322F	2650	GE Fleet	L005V08941D	10/1/06	9/30/11	729.95	60	2007	HYSTR H100XMR
10-8300-8020	1323F BU 2650	8300-8020	10	1323F	2650	GE Fleet	P125793106	10/1/06	9/30/11	838.20	60	2007	PRINCETON PB50
10-8300-8020	1440F BU 5700	8300-8020	10	1440F	5700	GE Fleet	P125073106	10/1/06	9/30/11	871.51	60	2006	PRINCETON PB50
10-8300-8020	1442F BU 5800	8300-8020	10	1442F	5800	GE Fleet	P125083106	10/1/06	9/30/11	792.24	60	2006	PRINCETON PB50
10-8300-8020	1444F BU 5800	8300-8020	10	1444F	5800	GE Fleet	P125093106	10/1/06	9/30/11	792.24	60	2006	PRINCETON PB50
10-8300-8020	1474F BU 2322	8300-8020	10	1474F	2322	GE Fleet	L005V08675D	10/1/06	9/30/11	927.62	60	2006	HYSTR H110XMR
10-8300-8020	97605A BU 6753	8300-8020	10	97605A	6753	GE Fleet	L005V08675D	10/1/06	9/30/11	294.82	60	2006	SUPREME DEMOL
10-8300-8020	97603B BU 6753	8300-8020	10	97603B	6753	GE Fleet	L005V08675D	10/1/06	9/30/11	294.82	60	2006	SUPREME DEMOL
10-8895-8020	60260 BU 3501	8895-8020	10	60260	3501	GE Fleet	ID7HA18P67545106	11/1/06	10/31/11	365.71	60	2007	DODGE
10-8895-8020	60262 BU 3501	8895-8020	10	60262	3501	GE Fleet	ID7HA18P87545106	11/1/06	10/31/11	365.71	60	2007	DODGE
10-8300-8020	19319 BU 6635	8300-8020	10	19319	6635	GE Fleet	ID7HA18P87545106	11/1/06	10/31/11	714.26	60	2007	FORD F350
10-8895-8020	19332 BU 6713	8895-8020	10	19332	6713	GE Fleet	3D7MX38C1G717418	11/1/06	10/31/11	621.11	60	2007	DODGE 3500
10-8300-8020	19333 BU 6704	8300-8020	10	19333	6704	GE Fleet	3D7KR36C5G7170776	11/1/06	10/31/11	509.66	60	2007	DODGE 2500
10-8300-8020	19334 BU 6704	8300-8020	10	19334	6704	GE Fleet	3D7KR36C5G7170776	11/1/06	10/31/11	668.65	60	2007	DODGE 2500
10-8300-8020	19353 BU 1400	8300-8020	10	19353	1400	GE Fleet	3D7KR36C5G7170776	11/1/06	10/31/11	520.23	60	2007	DODGE 2500
10-8895-8020	60117 BU 7452	8895-8020	10	60117	7452	GE Fleet	ID7HU18P73532030	11/1/06	10/31/11	418.98	60	2007	DODGE 1500
10-8895-8020	60121 BU 5150	8895-8020	10	60121	5150	GE Fleet	ID7HU18P73532030	11/1/06	10/31/11	414.17	60	2007	DODGE 1500
10-8895-8020	60167 BU 6655	8895-8020	10	60167	6655	GE Fleet	ID7HA18P73531595	11/1/06	10/31/11	384.06	60	2007	DODGE 1500
10-8895-8020	60190 BU 3350	8895-8020	10	60190	3350	GE Fleet	ID7HA18P73531616	11/1/06	10/31/11	366.73	60	2007	DODGE 1500
10-8895-8020	60192 BU 3350	8895-8020	10	60192	3350	GE Fleet	ID7HU18P73532425	11/1/06	10/31/11	432.23	60	2007	DODGE
10-8895-8020	60193 BU 3350	8895-8020	10	60193	3350	GE Fleet	ID7HU18P73532425	11/1/06	10/31/11	422.25	60	2007	DODGE
10-8895-8020	60194 BU 3809	8895-8020	10	60194	3809	GE Fleet	ID7HA18P73532250	11/1/06	10/31/11	366.90	60	2007	DODGE
10-8895-8020	60195 BU 3350	8895-8020	10	60195	3350	GE Fleet	ID7HU18P73532424	11/1/06	10/31/11	421.84	60	2007	DODGE
10-8895-8020	60197 BU 3333	8895-8020	10	60197	3333	GE Fleet	ID7HU18P73533110	11/1/06	10/31/11	366.73	60	2007	DODGE
10-8895-8020	60198 BU 4250	8895-8020	10	60198	4250	GE Fleet	ID7HA18P73533311	11/1/06	10/31/11	366.73	60	2007	DODGE
10-8895-8020	60199 BU 3809	8895-8020	10	60199	3809	GE Fleet	ID7HA18P73533454	11/1/06	10/31/11	421.84	60	2007	DODGE
10-8895-8020	60200 BU 3501	8895-8020	10	60200	3501	GE Fleet	ID7HA18P73533312	11/1/06	10/31/11	366.73	60	2007	DODGE
10-8895-8020	60201 BU 3809	8895-8020	10	60201	3809	GE Fleet	ID7HA18P73533325	11/1/06	10/31/11	366.73	60	2007	DODGE
10-8895-8020	60202 BU 3333	8895-8020	10	60202	3333	GE Fleet	ID7HA18P73533313	11/1/06	10/31/11	367.07	60	2007	DODGE
10-8895-8020	60203 BU 7253	8895-8020	10	60203	7253	GE Fleet	ID7HA18P73544420	11/1/06	10/31/11	365.71	60	2007	DODGE
10-8895-8020	60219 BU 1402	8895-8020	10	60219	1402	GE Fleet	ID7HU18P73541564	11/1/06	10/31/11	420.88	60	2007	DODGE
10-8895-8020	60220 BU 4000	8895-8020	10	60220	4000	GE Fleet	ID7HA18P7354274	11/1/06	10/31/11	365.24	60	2007	DODGE BACK TO 3
10-8895-8020	60230 BU 7258	8895-8020	10	60230	7258	GE Fleet	ID7HA18P73544419	11/1/06	10/31/11	365.71	60	2007	DODGE
10-8895-8020	60231 BU 4502	8895-8020	10	60231	4502	GE Fleet	ID7HA18N73541303	11/1/06	10/31/11	365.07	60	2007	DODGE
10-8895-8020	60236 BU 3750	8895-8020	10	60236	3750	GE Fleet	ID7HA18P73541310	11/1/06	10/31/11	365.71	60	2007	DODGE 1500
10-8895-8020	60237 BU 4000	8895-8020	10	60237	4000	GE Fleet	ID7HU18P7354274	11/1/06	10/31/11	421.44	60	2007	DODGE 1500
10-8895-8020	60238 BU 3750	8895-8020	10	60238	3750	GE Fleet	ID7HA18P73544420	11/1/06	10/31/11	368.22	60	2007	DODGE
10-8895-8020	60239 BU 3750	8895-8020	10	60239	3750	GE Fleet	ID7HA18P73541314	11/1/06	10/31/11	367.07	60	2007	DODGE
10-8895-8020	60242 BU 7300	8895-8020	10	60242	7300	GE Fleet	ID7HU18P73544897	11/1/06	10/31/11	427.03	60	2007	DODGE
10-8895-8020	60243 BU 7300	8895-8020	10	60243	7300	GE Fleet	ID7HU18P73544897	11/1/06	10/31/11	427.03	60	2007	DODGE
10-8895-8020	60244 BU 7300	8895-8020	10	60244	7300	GE Fleet	ID7HU18P73548820	11/1/06	10/31/11	425.56	60	2007	DODGE
10-8895-8020	60247 BU 7206	8895-8020	10	60247	7206	GE Fleet	ID7HU18P73548825	11/1/06	10/31/11	419.94	60	2007	DODGE 1500
10-8895-8020	60249 BU 7206	8895-8020	10	60249	7206	GE Fleet	ID7HU18P73548827	11/1/06	10/31/11	419.94	60	2007	DODGE 1500
10-8895-8020	60250 BU 7206	8895-8020	10	60250	7206	GE Fleet	ID7HU18P73548830	11/1/06	10/31/11	419.94	60	2007	DODGE 1500
10-8895-8020	60251 BU 7259	8895-8020	10	60251	7259	GE Fleet	ID7HA18P73546286	11/1/06	10/31/11	365.71	60	2007	DODGE
10-8895-8020	60256 BU 7803	8895-8020	10	60256	7803	GE Fleet	ID7HU18P73549242	11/1/06	10/31/11	419.88	60	2007	DODGE
10-8895-8020	60257 BU 7803	8895-8020	10	60257	7803	GE Fleet	ID7HU18P73549243	11/1/06	10/31/11	419.88	60	2007	DODGE
10-8895-8020	60258 BU 3750	8895-8020	10	60258	3750	GE Fleet	ID7HA18P73544897	11/1/06	10/31/11	365.71	60	2007	DODGE 1500
10-8895-8020	60259 BU 3750	8895-8020	10	60259	3750	GE Fleet	ID7HA18P73544898	11/1/06	10/31/11	365.71	60	2007	DODGE 1500
10-8895-8020	60277 BU 6903	8895-8020	10	60277	6903	GE Fleet	ID7HA18P73551716	11/1/06	10/31/11	393.71	60	2007	DODGE 1500
10-8895-8020	60343 BU 3333	8895-8020	10	60343	3333	GE Fleet	ID7HA18P73551716	7/1/07	10/31/11	427.88	52	2007	DODGE 1500
10-8895-8020	60426 BU 6903	8895-8020	10	60426	6903	GE Fleet	ID7HA18N981238642	7/1/08	10/31/11	657.72	40	2008	DODGE 1500
10-8895-8020	60434 BU 4703	8895-8020	10	60434	4703	GE Fleet	ID7HA18N981238647	7/1/08	10/31/11	618.23	40	2008	DODGE 1500
10-8300-8020	99447 BU 7200	8300-8020	10	99447	7200	GE Fleet	1NKDLB0X96107485	11/1/05	10/31/11	3,762.36	72	2006	KNWTH T800

CO-Acct	Asset-BU	Acct	CO	ASSET #	BU	LEASE CO	SERIAL #/VIN	EFF DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8500-8020	1300FF BU 2650	8500-8020	10	1300FF	2650	GE Fleet	P110138	1/1/06	10/31/11	871.91	60	2006	MOFFETT M5500
10-8300-8020	19335 BU 6903	8300-8020	10	19335	6903	GE Fleet	1FTSS34P36DB4882	12/1/06	11/30/11	640.84	60	2006	FORD E350
10-8895-8020	60228 BU 7206	8895-8020	10	60228	7206	GE Fleet	1D7HU18P7S148823	12/1/06	11/30/11	419.88	60	2007	DODGE
10-8895-8020	60240 BU 7606	8895-8020	10	60240	7606	GE Fleet	1D7HU18P7S148817	12/1/06	11/30/11	425.66	60	2007	DODGE 1500
10-8895-8020	60252 BU 3501	8895-8020	10	60252	3501	GE Fleet	1D7HA18P4J7547323	12/1/06	11/30/11	365.71	60	2007	DODGE
10-8895-8020	60253 BU 3501	8895-8020	10	60253	3501	GE Fleet	1D7HA18P7J1547322	12/1/06	11/30/11	365.71	60	2007	DODGE
10-8895-8020	60254 BU 4502	8895-8020	10	60254	4502	GE Fleet	1D7HA18N6J7552277	12/1/06	11/30/11	365.26	60	2007	DODGE 1500
10-8895-8020	60264 BU 7200	8895-8020	10	60264	7200	GE Fleet	1D7HA18P7S152762	12/1/06	11/30/11	365.28	60	2007	DODGE 1500
10-8895-8020	60280 BU 2200	8895-8020	10	60280	2200	GE Fleet	1D7HA18P7S152761	12/1/06	11/30/11	365.26	60	2007	DODGE 1500
10-8895-8020	60289 BU 4500	8895-8020	10	60289	4500	GE Fleet	1D7HA18N9J7555920	12/1/06	11/30/11	365.26	60	2007	DODGE 1500
10-8895-8020	60289 BU 7253	8895-8020	10	60289	7253	GE Fleet	1D7HA18P7J1601735	6/1/07	11/30/11	412.52	52	2007	DODGE 1500
10-8895-8020	60440 BU 5953	8895-8020	10	60440	5953	GE Fleet	1D7HA18N08J238903	8/1/08	11/30/11	657.72	40	2008	DODGE 1500
10-8300-8020	89422 BU 4002	8300-8020	10	89422	4002	GE Fleet	1XKDDU0X43R104074	12/1/04	11/30/11	1,216.39	84	2005	KNWTH T800
10-8300-8020	89424 BU 4502	8300-8020	10	89424	4502	GE Fleet	1XKDDU0X23R104073	12/1/04	11/30/11	1,157.43	84	2005	KNWTH T800
10-8500-8020	1303FF BU 7253	8500-8020	10	1303FF	7253	GE Fleet	1J77BD09718D	12/1/06	11/30/11	630.59	60	2006	HYSTR H60FT
10-8500-8020	1320FF BU 2702	8500-8020	10	1320FF	2702	GE Fleet	L005V08209D	12/1/06	11/30/11	998.75	60	2006	HYSTR H120XM
10-8500-8020	1477FF BU 6910	8500-8020	10	1477FF	6910	GE Fleet	R020318	12/1/06	11/30/11	829.95	60	2006	MOFFETT M5500
10-8500-8020	6068FF BU 2800	8500-8020	10	6068FF	2800	GE Fleet	2L112319	12/1/06	11/30/11	933.27	60	2006	PRCTN E2-3RVX
10-8300-8020	97604B BU 7103	8300-8020	10	97604B	7103	GE Fleet	3D7KSJ6C1G756691	12/1/06	11/30/11	487.57	60	2006	SUPREME DEMOL
10-8300-8020	18707 BU 2734	8300-8020	10	18707	2734	GE Fleet	1FDW736P77B09255	1/1/07	12/31/11	695.59	60	2007	FORD F350
10-8300-8020	19331 BU 6675	8300-8020	10	19331	6675	GE Fleet	1D7HU18P7S152707	1/1/07	12/31/11	425.16	60	2007	DODGE 1500
10-8895-8020	60255 BU 7400	8895-8020	10	60255	7400	GE Fleet	1D7HU18P7S152707	1/1/07	12/31/11	425.16	60	2007	DODGE 1500
10-8895-8020	60282 BU 2800	8895-8020	10	60282	2800	GE Fleet	1D7HU18P7S152704	1/1/07	12/31/11	419.39	60	2007	DODGE 1500
10-8895-8020	60284 BU 7206	8895-8020	10	60284	7206	GE Fleet	1D7HA18P7S155916	1/1/07	12/31/11	365.28	60	2007	DODGE 1500
10-8895-8020	60287 BU 4002	8895-8020	10	60287	4002	GE Fleet	1D7HA18P7S155916	1/1/07	12/31/11	365.28	60	2007	DODGE 1500
10-8895-8020	60314 BU 2326	8895-8020	10	60314	2326	GE Fleet	1XKDDU0X66R154525	1/1/06	12/31/11	1,596.41	72	2006	KNWTH T800
10-8300-8020	89450 BU 6700	8300-8020	10	89450	6700	GE Fleet	1HTMMAAN56H262728	1/1/06	12/31/11	1,241.97	72	2006	INTL 4300
10-8300-8020	97580 BU 1100	8300-8020	10	97580	1100	GE Fleet	2NKMMD7X6M116126	1/1/06	12/31/11	1,159.38	72	2006	KNWTH T300
10-8300-8020	97581 BU 2400	8300-8020	10	97581	2400	GE Fleet	2NKMMD7X6M116126	1/1/06	12/31/11	1,159.38	72	2006	KNWTH T300
10-8300-8020	97582 BU 7200	8300-8020	10	97582	7200	GE Fleet	1F87V07976D	1/1/07	12/31/11	610.52	60	2006	HYSTR S70FT
10-8500-8020	1324FF BU 6913	8500-8020	10	1324FF	6913	GE Fleet	1F87V07968D	1/1/07	12/31/11	578.38	60	2006	HYSTR S60FT
10-8500-8020	1325FF BU 6913	8500-8020	10	1325FF	6913	GE Fleet	1F87V07975D	1/1/07	12/31/11	578.38	60	2006	HYSTR S60FT
10-8500-8020	1326FF BU 6913	8500-8020	10	1326FF	6913	GE Fleet	YGL02050558	1/1/07	12/31/11	590.38	60	2006	NISSAN PLD70
10-8300-8020	1473FF BU 1400	8300-8020	10	1473FF	1400	GE Fleet	1L01B422051157471	1/1/05	12/31/11	283.56	84	2004	LUPKIN FLOAT
10-8300-8020	42105F BU 4502	8300-8020	10	42105F	4502	GE Fleet	1F87V07867D	1/1/07	12/31/11	578.38	60	2006	HYSTR S60FT
10-8500-8020	6069FF BU 6903	8500-8020	10	6069FF	6903	GE Fleet	1F87V07874D	1/1/07	12/31/11	578.38	60	2006	HYSTR S60FT
10-8500-8020	6070FF BU 6913	8500-8020	10	6070FF	6913	GE Fleet	97604A	1/1/07	12/31/11	131.84	60	2006	SUPREME DEMOL
10-8300-8020	97604A BU 7103	8300-8020	10	97604A	7103	GE Fleet	1DGP24E17B150342	2/1/07	13/1/12	369.90	60	2007	DODGE Grand Cirav
10-8300-8020	18706 BU 9945	8300-8020	10	18706	9945	GE Fleet	1PDAP56P87BEB12414	2/1/07	13/1/12	848.67	60	2006	FORD F550
10-8300-8020	19336 BU 6913	8300-8020	10	19336	6913	GE Fleet	1FDAP56P87BEB12414	2/1/07	13/1/12	924.03	60	2006	FORD F550
10-8300-8020	19337 BU 6913	8300-8020	10	19337	6913	GE Fleet	1FDAP56P87BEB12414	2/1/07	13/1/12	924.03	60	2006	FORD F550
10-8300-8020	19354 BU 1400	8300-8020	10	19354	1400	GE Fleet	1FDW737P757E4A4840	2/1/07	13/1/12	820.20	60	2007	DODGE 1500
10-8895-8020	60283 BU 2705	8895-8020	10	60283	2705	GE Fleet	1D7HU18P7S161391	2/1/07	13/1/12	420.18	60	2007	DODGE 1500
10-8895-8020	60291 BU 2200	8895-8020	10	60291	2200	GE Fleet	1D7HA18P7S1563241	2/1/07	13/1/12	364.59	60	2007	DODGE 1500
10-8895-8020	60292 BU 2320	8895-8020	10	60292	2320	GE Fleet	1D7HA18P7S1564769	2/1/07	13/1/12	364.59	60	2007	DODGE 1500
10-8895-8020	60293 BU 7253	8895-8020	10	60293	7253	GE Fleet	1D7HA18P7S1564770	2/1/07	13/1/12	364.59	60	2007	DODGE 1500
10-8895-8020	60295 BU 2400	8895-8020	10	60295	2400	GE Fleet	1D7HA18P7S1564774	2/1/07	13/1/12	364.59	60	2007	DODGE 1500
10-8895-8020	60296 BU 2320	8895-8020	10	60296	2320	GE Fleet	1D7HA18P7S1564772	2/1/07	13/1/12	364.59	60	2007	DODGE 1500
10-8895-8020	60297 BU 7253	8895-8020	10	60297	7253	GE Fleet	1D7HA18P7S1564773	2/1/07	13/1/12	364.59	60	2007	DODGE 1500
10-8895-8020	60300 BU 2200	8895-8020	10	60300	2200	GE Fleet	1D7HA18P7S1564405	2/1/07	13/1/12	364.59	60	2007	DODGE 1500
10-8895-8020	60302 BU 7206	8895-8020	10	60302	7206	GE Fleet	1D7HA18P7S1564407	2/1/07	13/1/12	364.59	60	2007	DODGE 1500
10-8895-8020	60303 BU 7253	8895-8020	10	60303	7253	GE Fleet	1D7HA18P7S1564775	2/1/07	13/1/12	364.59	60	2007	DODGE 1500
10-8895-8020	60307 BU 7253	8895-8020	10	60307	7253	GE Fleet	1D7HA18P7S1564408	2/1/07	13/1/12	364.59	60	2007	DODGE 1500
10-8895-8020	60308 BU 6903	8895-8020	10	60308	6903	GE Fleet	1D7HA18P7S1564476	2/1/07	13/1/12	422.59	60	2007	DODGE 1500
10-8895-8020	60310 BU 3803	8895-8020	10	60310	3803	GE Fleet	1D7HU18P7S163323	2/1/07	13/1/12	368.39	60	2007	DODGE 1500
10-8895-8020	60316 BU 3803	8895-8020	10	60316	3803	GE Fleet	1D7HA18P7S153189	2/1/07	13/1/12	980.16	60	2006	HYSTR H120XM
10-8500-8020	1319FF BU 2700	8500-8020	10	1319FF	2700	GE Fleet	L005V09100D	2/1/07	13/1/12	433.12	84	2004	IRNST 10R-25
10-8500-8020	1327FF BU 6913	8500-8020	10	1327FF	6913	GE Fleet	D174N03195D	2/1/07	13/1/12	279.29	84	2004	PRATT B560
10-8300-8020	25101T BU 7400	8300-8020	10	25101T	7400	GE Fleet	1P9CF23275S0097282	2/1/05	13/1/12	678.21	84	2004	HYSTR H110FT
10-8300-8020	42103T BU 2402	8300-8020	10	42103T	2402	GE Fleet	1P9CF23275S0097282	2/1/05	13/1/12	979.99	60	2006	HYSTR H110FT
10-8500-8020	6071F BU 2800	8500-8020	10	6071F	2800	GE Fleet	N005V01834D	2/1/07	13/1/12	369.25	60	2006	FORD F150
10-8500-8020	6072F BU 2800	8500-8020	10	6072F	2800	GE Fleet	1FTRF12W06XB10585	3/1/06	2/28/12	369.25	60	2006	FORD F150
10-8300-8020	18639 BU 6711	8300-8020	10	18639	6711	GE Fleet	1FTRF12W06XB10585	3/1/06	2/28/12	369.25	60	2006	FORD F150
10-8300-8020	18640 BU 6711	8300-8020	10	18640	6711	GE Fleet	1FTRF12W06XB10586	3/1/06	2/28/12	666.23	36	2007	DODGE 1500
10-8895-8020	60321 BU 2702	8895-8020	10	60321	2702	GE Fleet	1D7HU18P7S173357	3/1/07	2/28/12				

CO-Asset	Asset-BU	Asset	CO	ASSET #	BU	LEASE CO	SERIAL #VIN	EFF DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8895-8020	60325 BU 3750	8895-8020	10	60325	3750	GE Fleet	1D7HU18P07S176548	3/1/07	2/28/12	419.58	60	2007	DODGE 1500
10-8895-8020	60331 BU 2706	8895-8020	10	60331	2706	GE Fleet	1D7HU18P92S176550	3/1/07	2/28/12	419.58	60	2007	DODGE 1500
10-8895-8020	60393 BU 6770	8895-8020	10	60393	6770	GE Fleet	1D7HA18N98S136239	1/1/07	2/28/12	535.00	52	2008	DODGE Ram 1500
10-8300-8020	89425 BU 5800	8300-8020	10	89425	5800	GE Fleet	1XKDDU9X35R108050	3/1/06	2/28/12	1,392.62	84	2005	KNWTH T800
10-8300-8020	97385 BU 7100	8300-8020	10	97385	7100	GE Fleet	2NKMHD7X36M117859	3/1/06	2/28/12	1,068.06	72	2006	KNWTH T300
10-8300-8020	99448 BU 3501	8300-8020	10	99448	3501	GE Fleet	1NKDLU9X36R117863	3/1/06	2/28/12	1,986.57	72	2006	KNWTH T800
10-8300-8020	1485F BU 6002	8300-8020	10	1485F	6002	GE Fleet	1L005V08644D	3/1/07	2/28/12	765.81	60	2007	Hyater H80XM
10-8300-8020	1486F BU 6002	8300-8020	10	1486F	6002	GE Fleet	1L005V08226D	3/1/07	2/28/12	969.58	60	2007	Hyater H120M
10-8895-8020	60395 BU 2653	8895-8020	10	60395	2653	GE Fleet	1D7HU18N18131592	1/1/07	2/29/12	571.63	52	2008	DODGE 1500
10-8100-8020	19309 BU 5703	8100-8020	10	19309	5703	GE Fleet	1FDA5F7P96G36148	4/1/06	3/31/12	905.82	60	2006	FORD F550
10-8895-8020	60320 BU 6753	8895-8020	10	60320	6753	GE Fleet	1D7HA18P27S178022	4/1/07	3/31/12	393.43	60	2007	DODGE 1500
10-8895-8020	60322 BU 6675	8895-8020	10	60322	6675	GE Fleet	1D7HA18P81S92573	4/1/07	3/31/12	391.10	60	2007	DODGE 1500
10-8895-8020	60324 BU 2400	8895-8020	10	60324	2400	GE Fleet	1D7HA18P27S178022	4/1/07	3/31/12	363.29	60	2007	DODGE 1500
10-8895-8020	60327 BU 7803	8895-8020	10	60327	7803	GE Fleet	1D7HU18P17S191043	4/1/07	3/31/12	417.09	60	2007	DODGE 1500
10-8895-8020	60330 BU 7502	8895-8020	10	60330	7502	GE Fleet	1D7HU18P27S191043	4/1/07	3/31/12	417.09	60	2007	DODGE 1500
10-8895-8020	60336 BU 2800	8895-8020	10	60336	2800	GE Fleet	1D7HU18P17S191043	4/1/07	3/31/12	420.58	60	2007	DODGE 1500
10-8300-8020	70007 BU 6635	8300-8020	10	70007	6635	GE Fleet	1FTW3X2R38EA38003	4/1/07	3/31/12	639.73	60	2007	FORD F350
10-8300-8020	97387 BU 3350	8300-8020	10	97387	3350	GE Fleet	2NKMHD7X36M117860	4/1/06	3/31/12	1,212.26	72	2006	KNWTH T300
10-8300-8020	99450 BU 7300	8300-8020	10	99450	7300	GE Fleet	1HTWY18P94G6J78887	4/1/06	3/31/12	1,757.87	72	2007	INTL 7600
10-8300-8020	99451 BU 5800	8300-8020	10	99451	5800	GE Fleet	1NKDLU9X67R161943	4/1/06	3/31/12	2,080.03	84	2006	KNWTH T800
10-8300-8020	99452 BU 4000	8300-8020	10	99452	4000	GE Fleet	1NKDLU9X37R161950	4/1/06	3/31/12	1,937.59	84	2007	KNWTH T800
10-8300-8020	99455 BU 7300	8300-8020	10	99455	7300	GE Fleet	1NKDLU9X77R161949	4/1/06	3/31/12	1,977.48	72	2007	KNWTH T800
10-8300-8020	99456 BU 2650	8300-8020	10	99456	2650	GE Fleet	1NKDLU9X87R161944	4/1/06	3/31/12	1,962.32	72	2007	KNWTH T800
10-8300-8020	48441F BU 2800	8300-8020	10	48441F	2800	GE Fleet	1L01B482861159056	4/1/05	3/31/12	309.21	84	2005	LUFKIN
10-8300-8020	48442F BU 3350	8300-8020	10	48442F	3350	GE Fleet	1L01B482861159055	4/1/05	3/31/12	309.21	84	2005	LUFKIN
10-8300-8020	48443F BU 6700	8300-8020	10	48443F	6700	GE Fleet	1L01B482861159054	4/1/05	3/31/12	328.53	84	2005	LUFKIN
10-8300-8020	19316 BU 1400	8300-8020	10	19316	1400	GE Fleet	1FDXB45P56HA29206	5/1/06	4/30/12	512.02	72	2006	FORD E450
10-8895-8020	60326 BU 7253	8895-8020	10	60326	7253	GE Fleet	1D7HA18P77S192577	5/1/07	4/30/12	363.29	60	2007	DODGE 1500
10-8895-8020	60340 BU 6753	8895-8020	10	60340	6753	GE Fleet	1D7HA18P77S192577	5/1/07	4/30/12	392.79	60	2007	DODGE 1500
10-8895-8020	60355 BU 6000	8895-8020	10	60355	6000	GE Fleet	1D7HA18P92J601747	5/1/07	4/30/12	392.79	60	2007	DODGE 1500
10-8895-8020	60360 BU 4000	8895-8020	10	60360	4000	GE Fleet	1D7HA18P57J601759	5/1/07	4/30/12	364.85	60	2007	DODGE 1500
10-8895-8020	60366 BU 7100	8895-8020	10	60366	7100	GE Fleet	1D7HA18P47S192561	5/1/07	4/30/12	364.85	60	2007	DODGE 1500
10-8895-8020	60398 BU 2552	8895-8020	10	60398	2552	GE Fleet	1D7HU18N28148174	1/1/08	4/30/12	561.10	52	2007	DODGE 1500
10-8300-8020	70010 BU 4002	8300-8020	10	70010	4002	GE Fleet	1FDWF37P37EB40274	5/1/07	4/30/12	626.57	60	2007	FORD F350
10-8300-8020	70012 BU 6753	8300-8020	10	70012	6753	GE Fleet	3FRLL45Z46V385763	5/1/07	4/30/12	751.45	60	2006	FORD LCP
10-8300-8020	70013 BU 6753	8300-8020	10	70013	6753	GE Fleet	3FRLL45Z16V368158	5/1/07	4/30/12	751.45	60	2006	FORD LCP
10-8300-8020	70014 BU 6753	8300-8020	10	70014	6753	GE Fleet	3FRLL45Z76V327016	5/1/07	4/30/12	747.97	60	2006	FORD LCP
10-8300-8020	89433 BU 5800	8300-8020	10	89433	5800	GE Fleet	1XKDDU9X56R117840	5/1/05	4/30/12	1,311.82	84	2003	KNWTH T800
10-8300-8020	89434 BU 5800	8300-8020	10	89434	5800	GE Fleet	1XKDDU9X46R116128	5/1/05	4/30/12	1,282.38	84	2006	KNWTH T800
10-8300-8020	89453 BU 6711	8300-8020	10	89453	6711	GE Fleet	1NKDLU9X96R117866	5/1/06	4/30/12	2,305.05	72	2006	KNWTH T800
10-8300-8020	97384 BU 5800	8300-8020	10	97384	5800	GE Fleet	3FRNF6806V316293	5/1/06	4/30/12	1,027.44	72	2006	FORD F650
10-8300-8020	97601 BU 4703	8300-8020	10	97601	4703	GE Fleet	2NKMHD7X16M117858	5/1/06	4/30/12	2,014.33	72	2006	KNWTH T300
10-8300-8020	99453 BU 7100	8300-8020	10	99453	7100	GE Fleet	1NKDLU9X77R161952	5/1/07	4/30/12	1,972.12	72	2007	KNWTH T800
10-8500-8020	1484F BU 7100	8500-8020	10	1484F	7100	GE Fleet	734145	5/1/07	4/30/12	818.64	60	2007	Manitou TMT55HT
10-8300-8020	19344A BU 6903	8300-8020	10	19344A	6903	GE Fleet	DC24TTS17360307BM	5/1/07	4/30/12	331.11	60	2007	DMTBL EQUIPMEN
10-8300-8020	19344B BU 6913	8300-8020	10	19344B	6913	GE Fleet	DCBFA24961	5/1/07	4/30/12	380.43	60	2007	DMTBL EQUIPMEN
10-8300-8020	19345A BU 6903	8300-8020	10	19345A	6903	GE Fleet	DC24TTS17390307BM	5/1/07	4/30/12	331.11	60	2007	DMTBL EQUIPMEN
10-8300-8020	19345B BU 6913	8300-8020	10	19345B	6913	GE Fleet	DCBFA24962	5/1/07	4/30/12	380.43	60	2007	DMTBL EQUIPMEN
10-8300-8020	19346A BU 6903	8300-8020	10	19346A	6903	GE Fleet	DC24TTS17410307BM	5/1/07	4/30/12	331.11	60	2007	DMTBL EQUIPMEN
10-8300-8020	19347A BU 6903	8300-8020	10	19347A	6903	GE Fleet	DC24TTS17450307BM	5/1/07	4/30/12	331.11	60	2007	DMTBL EQUIPMEN
10-8300-8020	19348A BU 6903	8300-8020	10	19348A	6903	GE Fleet	DC24TTS17450307BM	5/1/07	4/30/12	331.11	60	2007	DMTBL EQUIPMEN
10-8300-8020	19349A BU 6913	8300-8020	10	19349A	6913	GE Fleet	DC24TTS1730307BM	5/1/07	4/30/12	331.11	60	2007	DMTBL EQUIPMEN
10-8300-8020	19350A BU 6913	8300-8020	10	19350A	6913	GE Fleet	DC24TTS1750407BM	5/1/07	4/30/12	331.11	60	2007	DMTBL EQUIPMEN
10-8300-8020	19351A BU 6913	8300-8020	10	19351A	6913	GE Fleet	DC24TTS1750407BM	5/1/07	4/30/12	331.11	60	2007	DMTBL EQUIPMEN
10-8300-8020	19352A BU 6913	8300-8020	10	19352A	6913	GE Fleet	DC24TTS1750407BM	5/1/07	4/30/12	331.11	60	2007	DMTBL EQUIPMEN
10-8300-8020	45387F BU 2700	8300-8020	10	45387F	2700	GE Fleet	13N1452C561530511	5/1/05	4/30/12	312.79	84	2005	FONTAINE FB
10-8300-8020	45388F BU 2700	8300-8020	10	45388F	2700	GE Fleet	13N1452C761530512	5/1/05	4/30/12	312.90	84	2005	FONTAINE FB
10-8300-8020	45389F BU 2650	8300-8020	10	45389F	2650	GE Fleet	13N1452C961530513	5/1/05	4/30/12	258.14	84	2005	FONTAINE FB
10-8300-8020	45390F BU 6710	8300-8020	10	45390F	6710	GE Fleet	13N1452C061530514	5/1/05	4/30/12	273.66	84	2005	FONTAINE FB
10-8300-8020	45391F BU 6710	8300-8020	10	45391F	6710	GE Fleet	13N1452C261530515	5/1/05	4/30/12	273.66	84	2005	FONTAINE FB
10-8300-8020	45392F BU 6700	8300-8020	10	45392F	6700	GE Fleet	13N1452C461530516	5/1/05	4/30/12	273.66	84	2005	FONTAINE FB
10-8300-8020	18711 BU 7200	8895-8020	10	18711	7200	GE Fleet	1D7HA18P77S192577	6/1/07	5/31/12	368.84	60	2007	DODGE 1500
10-8895-8020	19306 BU 2303	8300-8020	10	19306	2303	GE Fleet	1FDXB45P56HB32870	6/1/06	5/31/12	594.57	72	2006	FORD E450
10-8300-8020	19356 BU 6753	8300-8020	10	19356	6753	GE Fleet	3FRLL45Z96V313531	6/1/07	5/31/12	699.81	60	2006	FORD LCP
10-8895-8020	60341 BU 5800	8895-8020	10	60341	5800	GE Fleet	1D7HA18P77S192577	6/1/07	5/31/12	364.85	60	2007	DODGE 1500

CO-Acct	Asset-BU	Acct	CO	ASSET #	BU	LEASE CO	SERIAL #VIN	EFF DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8895-8020	60342 BU 4000	8895-8020	10	60342	4000	GE Fleet	ID7HA18P971601733	6/1/07	5/31/12	364.85	60	2007	DODGE 1500
10-8895-8020	60344 BU 2200	8895-8020	10	60344	2200	GE Fleet	ID7HA18P71601742	6/1/07	5/31/12	364.85	60	2007	DODGE 1500
10-8895-8020	60346 BU 3501	8895-8020	10	60346	3501	GE Fleet	ID7HA18P71599265	6/1/07	5/31/12	364.85	60	2007	DODGE 1500
10-8895-8020	60350 BU 6655	8895-8020	10	60350	6655	GE Fleet	ID7HA18P621601740	6/1/07	5/31/12	367.26	60	2007	DODGE 1500
10-8895-8020	60351 BU 6655	8895-8020	10	60351	6655	GE Fleet	ID7HA18P71601744	6/1/07	5/31/12	392.79	60	2007	DODGE 1500
10-8895-8020	60352 BU 6000	8895-8020	10	60352	6000	GE Fleet	ID7HA18P71601757	6/1/07	5/31/12	392.79	60	2007	DODGE 1500
10-8895-8020	60353 BU 6000	8895-8020	10	60353	6000	GE Fleet	ID7HA18P571601745	6/1/07	5/31/12	392.79	60	2007	DODGE 1500
10-8895-8020	60354 BU 6000	8895-8020	10	60354	6000	GE Fleet	ID7HA18P71601746	6/1/07	5/31/12	392.79	60	2007	DODGE 1500
10-8895-8020	60356 BU 6000	8895-8020	10	60356	6000	GE Fleet	ID7HA18P71601748	6/1/07	5/31/12	392.79	60	2007	DODGE 1500
10-8895-8020	60357 BU 6003	8895-8020	10	60357	6003	GE Fleet	ID7HA18P71601749	6/1/07	5/31/12	392.79	60	2007	DODGE 1500
10-8895-8020	60358 BU 6000	8895-8020	10	60358	6000	GE Fleet	ID7HA18P71601750	6/1/07	5/31/12	392.79	60	2007	DODGE 1500
10-8895-8020	60359 BU 6002	8895-8020	10	60359	6002	GE Fleet	ID7HA18P71601758	6/1/07	5/31/12	392.79	60	2007	DODGE 1500
10-8895-8020	60402 BU 6700	8895-8020	10	60402	6700	GE Fleet	ID7HA18N58172705	2/1/08	5/31/12	525.26	52	2008	DODGE 1500
10-8895-8020	60406 BU 6711	8895-8020	10	60406	6711	GE Fleet	ID7HA18N8XJ174496	2/1/08	5/31/12	525.26	52	2008	DODGE 1500
10-8500-8020	70016 BU 6712	8500-8020	10	70016	6712	GE Fleet	L005V08215D	6/1/07	5/31/12	945.48	60	2007	Hystr H100XM
10-8500-8020	70020 BU 5800	8500-8020	10	70020	5800	GE Fleet	N605V02637E	6/1/07	5/31/12	765.82	60	2007	Hystr H80FT
10-8300-8020	70026 BU 2733	8300-8020	10	70026	2733	GE Fleet	IFDWF37R98B39200	6/1/07	5/31/12	682.05	60	2008	FORD F350
10-8300-8020	70030 BU 7100	8300-8020	10	70030	7100	GE Fleet	G006V04067D	6/1/07	5/31/12	1,132.21	60	2007	Hystr H135XL2
10-8500-8020	70035 BU 5700	8500-8020	10	70035	5700	GE Fleet	P129982007	6/1/07	5/31/12	806.24	60	2007	PRCTN PB50
10-8300-8020	70036 BU 5700	8300-8020	10	70036	5700	GE Fleet	P130162007	6/1/07	5/31/12	806.24	60	2007	PRCTN PB50
10-8300-8020	79214 BU 6000	8300-8020	10	79214	6000	GE Fleet	2XKMD8X66M118351	6/1/05	5/31/12	937.73	84	2006	KNWTH T300
10-8300-8020	79215 BU 6002	8300-8020	10	79215	6002	GE Fleet	2XKMD8X66M118352	6/1/05	5/31/12	937.73	84	2006	KNWTH T300
10-8300-8020	79219 BU 4002	8300-8020	10	79219	4002	GE Fleet	2XKMD8X66M117603	6/1/06	5/31/12	1,234.74	72	2007	KNWTH T300
10-8300-8020	89432 BU 3350	8300-8020	10	89432	3350	GE Fleet	1XKDDU9X96R117839	6/1/05	5/31/12	1,482.52	84	2005	KNWTH T800
10-8300-8020	89433 BU 4002	8300-8020	10	89433	4002	GE Fleet	1XKDDU9X66R116129	6/1/05	5/31/12	1,351.95	84	2005	KNWTH T800
10-8300-8020	89436 BU 6710	8300-8020	10	89436	6710	GE Fleet	1XKDDU9X26R116130	6/1/05	5/31/12	1,265.26	84	2006	KNWTH T800
10-8300-8020	89437 BU 5702	8300-8020	10	89437	5702	GE Fleet	1XKDDU9X46R116131	6/1/05	5/31/12	1,290.03	84	2006	KNWTH T800
10-8300-8020	89438 BU 5702	8300-8020	10	89438	5702	GE Fleet	1XKDDU9X66R116132	6/1/05	5/31/12	1,290.03	84	2006	KNWTH T800
10-8300-8020	89439 BU 6910	8300-8020	10	89439	6910	GE Fleet	1XKDDU9X36R116133	6/1/05	5/31/12	1,335.04	84	2006	KNWTH T800
10-8300-8020	89441 BU 2200	8300-8020	10	89441	2200	GE Fleet	1XKDDU9X46R116134	6/1/05	5/31/12	1,396.13	84	2006	KNWTH T800
10-8300-8020	97589 BU 7303	8300-8020	10	97589	7303	GE Fleet	1HTMMAA0P7H405247	6/1/06	5/31/12	1,134.51	72	2007	INTL 4300
10-8300-8020	99473 BU 6910	8300-8020	10	99473	6910	GE Fleet	1NKDLU9X17R161946	6/1/06	5/31/12	2,086.28	72	2007	KNWTH T800
10-8300-8020	99474 BU 1100	8300-8020	10	99474	1100	GE Fleet	1NKDLU9X37R161947	6/1/06	5/31/12	2,086.28	72	2007	KNWTH T800
10-8300-8020	99477 BU 2320	8300-8020	10	99477	2320	GE Fleet	1NKDLU9X77R161945	6/1/06	5/31/12	2,162.73	72	2007	KNWTH T800
10-8300-8020	42106T BU 4002	8300-8020	10	42106T	4002	GE Fleet	1NKDLU9X07R161954	6/1/06	5/31/12	1,974.48	72	2007	KNWTH T800
10-8895-8020	60334 BU 7100	8895-8020	10	60334	7100	GE Fleet	1P9CF0285B345590	6/1/05	5/31/12	693.66	84	2005	Pratt BE60
10-8895-8020	60372 BU 2305	8895-8020	10	60372	2305	GE Fleet	ID7HA18P971599272	7/1/07	6/30/12	367.78	60	2007	DODGE 1500
10-8895-8020	60374 BU 2320	8895-8020	10	60374	2320	GE Fleet	ID7HA18P71621272	7/1/07	6/30/12	367.78	60	2007	DODGE 1500
10-8500-8020	70019 BU 6910	8500-8020	10	70019	6910	GE Fleet	ID7HA18P471621274	7/1/07	6/30/12	367.78	60	2007	DODGE 1500
10-8300-8020	70025 BU 1403	8300-8020	10	70025	1403	GE Fleet	G140438	7/1/07	6/30/12	845.08	60	2007	MORPETT M55
10-8300-8020	70028 BU 1403	8300-8020	10	70028	1403	GE Fleet	1FDAF57R08E436124	7/1/07	6/30/12	862.34	60	2008	FORD F550
10-8300-8020	70051 BU 1403	8300-8020	10	70051	1403	GE Fleet	1FDAF57R48E457137	7/1/07	6/30/12	790.06	60	2008	FORD F550
10-8300-8020	89468 BU 7300	8300-8020	10	89468	7300	GE Fleet	3D7KS26A27G798642	7/1/07	6/30/12	566.48	60	2007	DODGE 2500
10-8300-8020	99478 BU 2800	8300-8020	10	99478	2800	GE Fleet	1XKDDU9X07R161939	7/1/06	6/30/12	1,636.70	72	2007	KNWTH T800
10-8300-8020	99480 BU 2400	8300-8020	10	99480	2400	GE Fleet	1NKDLU9X97R161953	7/1/06	6/30/12	1,959.01	72	2007	KNWTH T800
10-8895-8020	60348 BU 7253	8895-8020	10	60348	7253	GE Fleet	1NKDLU9X57R161951	7/1/06	6/30/12	2,024.82	72	2007	KNWTH T800
10-8895-8020	60373 BU 2305	8895-8020	10	60373	2305	GE Fleet	ID7HA18P71621273	8/1/07	7/31/12	423.26	60	2007	DODGE 1500
10-8895-8020	60383 BU 1800	8895-8020	10	60383	1800	GE Fleet	ID7HA18P71636031	8/1/07	7/31/12	367.78	60	2007	DODGE 1500
10-8895-8020	60378 BU 7400	8895-8020	10	60378	7400	GE Fleet	ID7HA18P71636093	8/1/07	7/31/12	421.87	60	2007	DODGE 1500
10-8895-8020	60384 BU 2200	8895-8020	10	60384	2200	GE Fleet	ID7HA18P571636096	8/1/07	7/31/12	424.12	60	2007	DODGE 1500
10-8895-8020	60413 BU 6753	8895-8020	10	60413	6753	GE Fleet	ID7HA18N071622301	8/1/07	7/31/12	424.13	60	2007	DODGE 1500
10-8895-8020	60414 BU 3809	8895-8020	10	60414	3809	GE Fleet	ID7HA18N081800033	4/1/08	7/31/12	508.26	52	2008	DODGE 1500
10-8300-8020	70009 BU 5700	8300-8020	10	70009	5700	GE Fleet	1FTSF20R38EB7383	8/1/07	7/31/12	519.95	60	2007	FORD F250
10-8300-8020	70046 BU 7253	8300-8020	10	70046	7253	GE Fleet	ID7HA182971566471	8/1/07	7/31/12	447.03	60	2007	DODGE 1500
10-8300-8020	70049 BU 7206	8300-8020	10	70049	7206	GE Fleet	1FTSX20518EB17905	8/1/07	7/31/12	562.92	60	2008	FORD F250
10-8300-8020	70055 BU 6700	8300-8020	10	70055	6700	GE Fleet	3FRLL45267V575324	8/1/07	7/31/12	840.62	60	2007	FORD LCF
10-8300-8020	70056 BU 7206	8300-8020	10	70056	7206	GE Fleet	1FTSX20518EB17915	8/1/07	7/31/12	574.05	60	2008	FORD F250
10-8300-8020	89440 BU 5402	8300-8020	10	89440	5402	GE Fleet	1XKDDU9X96R117837	8/1/05	7/31/12	3,547.18	84	2005	KNWTH T800 w/TB
10-8300-8020	89467 BU 7103	8300-8020	10	89467	7103	GE Fleet	1NKDLU9X67R161955	8/1/06	7/31/12	3,818.39	72	2007	KNWTH T800
10-8300-8020	97604 BU 7103	8300-8020	10	97604	7103	GE Fleet	2NKMHD7X06M117852	8/1/06	7/31/12	1,396.78	72	2006	KNWTH T300
10-8300-8020	99475 BU 6910	8300-8020	10	99475	6910	GE Fleet	1NKDLU9X57R161948	8/1/06	7/31/12	2,077.30	72	2007	KNWTH T800
10-8300-8020	99479 BU 1400	8300-8020	10	99479	1400	GE Fleet	1NKDXUEX77R183307	8/1/06	7/31/12	3,937.44	72	2007	KNWTH T800
10-8500-8020	70059 BU 6713	8500-8020	10	70059	6713	GE Fleet	L177B15842E	9/1/07	8/30/12	555.43	60	2007	Hystr H50FT
10-8895-8020	60385 BU 5800	8895-8020	10	60385	5800	GE Fleet	ID7HA18P31632704	9/1/07	8/31/12	366.57	60	2007	DODGE 1500

CO-Asst	Asst-BU	Asst	CO	ASSET #	BU	LEASE CO	SERIAL #/VIN	EFF DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8895-8020	60421 BU 6655	8895-8020	10	60421	6655	GE Fleet	ID7HA18N681197435	5/1/08	8/31/12	517.39	52	2008	DODGE 1500
10-8895-8020	60422 BU 7253	8895-8020	10	60422	7253	GE Fleet	ID7HA18N78203128	5/1/08	8/31/12	479.45	52	2008	DODGE 1500
10-8500-8020	70048 BU 3333	8500-8020	10	70048	3333	GE Fleet	54007A03360	9/1/07	8/31/12	524.82	60	2007	Raymond 5400
10-8500-8020	70052 BU 2200	8500-8020	10	70052	2200	GE Fleet	N005V030676	9/1/07	8/31/12	591.68	60	2007	HYSTR H100FT
10-8500-8020	70058 BU 3350	8500-8020	10	70058	3350	GE Fleet	N005V030676	9/1/07	8/31/12	797.02	60	2007	Manitou TMT 55 HT
10-8500-8020	70060 BU 5703	8500-8020	10	70060	5703	GE Fleet	3D7KR28D28G134703	9/1/07	8/31/12	464.67	60	2008	DODGE Ram 2500
10-8500-8020	70066 BU 6655	8500-8020	10	70066	6655	GE Fleet	1FTWF32R68EB11818	9/1/07	8/31/12	702.47	60	2008	FORD F350
10-8895-8020	70174 BU 7922	8895-8020	10	70174	7922	GE Fleet	ID7HU18N481193116	5/1/08	8/31/12	546.68	52	2008	DODGE 1500
10-8500-8020	99442 BU 6700	8500-8020	10	99442	6700	GE Fleet	1XKDDU9X16R116135	9/1/05	8/31/12	1,367.31	84	2006	KNWTH T800
10-8500-8020	99458 BU 7302	8500-8020	10	99458	7302	GE Fleet	1HSWY/AHT071405245	9/1/06	8/31/12	3,508.07	72	2007	INTL 7600
10-8500-8020	99462 BU 6753	8500-8020	10	99462	6753	GE Fleet	2NKMHD6G86M117857	9/1/06	8/31/12	1,201.67	72	2006	KNWTH T300
10-8500-8020	99482 BU 2700	8500-8020	10	99482	2700	GE Fleet	1NKLDU9X57R178040	9/1/06	8/31/12	1,903.86	72	2007	KNWTH T800
10-8500-8020	99483 BU 4000	8500-8020	10	99483	4000	GE Fleet	1NKLDU9X57R175991	9/1/06	8/31/12	2,014.54	72	2007	KNWTH T800
10-8500-8020	99484 BU 6000	8500-8020	10	99484	6000	GE Fleet	1NKLDU9X17R175992	9/1/06	8/31/12	2,014.54	72	2007	KNWTH T800
10-8500-8020	20314C BU 3803	8500-8020	10	20314C	3803	GE Fleet	4RACS20D46N0818928	9/1/05	8/31/12	124.00	84	2005	Interstate V-Nose
10-8500-8020	42107T BU 5702	8500-8020	10	42107T	5702	GE Fleet	1P9SR602545654007	9/1/05	8/31/12	592.98	84	2005	Precision Eqp Truss S
10-8500-8020	70064 BU 2202	8500-8020	10	70064	2202	GE Fleet	N005V021456	10/1/07	9/30/12	775.26	60	2007	HYSTR H80FT
10-8500-8020	99443 BU 6710	8500-8020	10	99443	6710	GE Fleet	1XKDDU9X36R116136	10/1/05	9/30/12	1,433.10	84	2006	KNWTH T800
10-8500-8020	99444 BU 2700	8500-8020	10	99444	2700	GE Fleet	1XKDDU9X56R116137	10/1/05	9/30/12	1,337.14	84	2006	KNWTH T800
10-8500-8020	97606 BU 3803	8500-8020	10	97606	3803	GE Fleet	2NKMHD6X66M117856	10/1/06	9/30/12	1,243.10	72	2006	KNWTH T300
10-8895-8020	60387 BU 7303	8895-8020	10	60387	7303	GE Fleet	ID7HU18N8X131388	11/1/07	10/31/12	502.99	60	2007	DODGE 1500
10-8895-8020	60389 BU 7206	8895-8020	10	60389	7206	GE Fleet	ID7HU18N881131590	11/1/07	10/31/12	504.79	60	2007	DODGE 1500
10-8895-8020	60390 BU 7302	8895-8020	10	60390	7302	GE Fleet	ID7HU18N813131589	11/1/07	10/31/12	508.67	60	2007	DODGE 1500
10-8895-8020	60392 BU 2200	8895-8020	10	60392	2200	GE Fleet	ID7HA18N8X131485	11/1/07	10/31/12	637.38	60	2007	DODGE 1500
10-8895-8020	60396 BU 5800	8895-8020	10	60396	5800	GE Fleet	ID7HA18N82141315	11/1/07	10/31/12	473.93	60	2007	DODGE Ram 1500
10-8895-8020	60423 BU 5800	8895-8020	10	60423	5800	GE Fleet	ID7HA18N881232122	7/1/08	10/31/12	513.82	52	2008	DODGE 1500
10-8895-8020	60424 BU 5953	8895-8020	10	60424	5953	GE Fleet	ID7HA18N8X232123	7/1/08	10/31/12	513.80	52	2008	DODGE 1500
10-8895-8020	60429 BU 6711	8895-8020	10	60429	6711	GE Fleet	ID7HA18N82328644	7/1/08	10/31/12	519.38	52	2008	DODGE 1500
10-8895-8020	60437 BU 6903	8895-8020	10	60437	6903	GE Fleet	ID7HA18N18238649	7/1/08	10/31/12	517.66	52	2008	DODGE 1500
10-8500-8020	70061 BU 2700	8500-8020	10	70061	2700	GE Fleet	1FTYR10D68P28843	11/1/07	10/31/12	227.22	60	2008	FORD Ranger
10-8500-8020	70067 BU 2700	8500-8020	10	70067	2700	GE Fleet	ZL112512	11/1/07	10/31/12	902.39	60	2007	PRCTN E2-4RVX
10-8500-8020	89446 BU 6910	8500-8020	10	89446	6910	GE Fleet	2HSCAR15C014285	11/1/05	10/31/12	1,359.41	84	2005	INTL 9900L
10-8500-8020	19341 BU 2800	8500-8020	10	19341	2800	GE Fleet	1XKDDU9X37R179710	12/1/06	11/30/12	1,620.96	72	2006	KNWTH T300
10-8500-8020	19342 BU 2800	8500-8020	10	19342	2800	GE Fleet	1XKDDU9X37R178041	12/1/06	11/30/12	1,999.92	72	2006	KNWTH T800
10-8895-8020	60400 BU 6903	8895-8020	10	60400	6903	GE Fleet	ID7HA18N8X159626	12/1/07	11/30/12	463.97	60	2008	DODGE 1500
10-8895-8020	60431 BU 6753	8895-8020	10	60431	6753	GE Fleet	ID7HA18N8238646	8/1/08	11/30/12	517.66	52	2008	DODGE 1500
10-8895-8020	60432 BU 4002	8895-8020	10	60432	4002	GE Fleet	ID7HU18N781239182	8/1/08	11/30/12	565.36	52	2008	DODGE 1500
10-8895-8020	60436 BU 6903	8895-8020	10	60436	6903	GE Fleet	ID7HA18N8X238648	8/1/08	11/30/12	511.56	52	2008	DODGE 1500
10-8500-8020	70071 BU 2700	8500-8020	10	70071	2700	GE Fleet	1GDKJ34617E596162	12/1/07	11/30/12	745.58	60	2007	OMC Sierra 3500
10-8500-8020	70072 BU 5800	8500-8020	10	70072	5800	GE Fleet	C470N03399D	12/1/07	11/30/12	551.58	60	2006	HYSTR N40XMR3
10-8500-8020	19343 BU 6712	8500-8020	10	19343	6712	GE Fleet	1GDKJ34617E596162	11/1/07	12/31/12	1,640.95	72	2006	KNWTH T800
10-8500-8020	19355 BU 6704	8500-8020	10	19355	6704	GE Fleet	1GDKJ34617E596162	11/1/07	12/31/12	1,427.49	72	2006	OMC Tonkick
10-8500-8020	70057 BU 2402	8500-8020	10	70057	2402	GE Fleet	3D8W646A07G731752	11/1/08	12/31/12	659.74	60	2007	DODGE Ram 3500
10-8500-8020	89449 BU 1102	8500-8020	10	89449	1102	GE Fleet	1XKDDU9X68R154526	11/1/06	12/31/12	1,330.41	84	2006	KNWTH T800
10-8500-8020	97609 BU 2200	8500-8020	10	97609	2200	GE Fleet	2NKMHD6X26M117689	11/1/07	12/31/12	1,285.59	72	2006	KNWTH T300
10-8500-8020	19339 BU 4002	8500-8020	10	19339	4002	GE Fleet	2XKMA08X67M211678	2/1/07	1/31/13	1,079.00	72	2006	KNWTH T300
10-8500-8020	19340 BU 2700	8500-8020	10	19340	2700	GE Fleet	2XKMA08X67M211677	2/1/07	1/31/13	1,079.00	72	2006	KNWTH T300
10-8895-8020	60403 BU 6655	8895-8020	10	60403	6655	GE Fleet	ID7HA18N78172706	2/1/08	1/31/13	462.42	60	2008	DODGE 1500
10-8500-8020	89447 BU 5402	8500-8020	10	89447	5402	GE Fleet	1XKDDU9X68R154527	2/1/06	1/31/13	1,356.91	84	2006	KNWTH T800
10-8500-8020	89459 BU 7452	8500-8020	10	89459	7452	GE Fleet	1HSWY/AHT271405246	2/1/07	1/31/13	3,633.35			
10-8500-8020	97602 BU 6003	8500-8020	10	97602	6003	GE Fleet	2NKMHD7X36M117853	2/1/07	1/31/13	1,311.25			
10-8500-8020	97607 BU 7253	8500-8020	10	97607	7253	GE Fleet	2NKMHD7X67M206293	2/1/07	1/31/13	1,284.54	72	2006	KNWTH T300
10-8500-8020	19330 BU 4500	8500-8020	10	19330	4500	GE Fleet	5TEBU42N962268253	6/1/06	6/6/2011	591.84	60	2006	TOYOT TACOMA 4
10-8500-8020	99485 BU 5700	8500-8020	10	99485	5700	GE Fleet	2NKMJD9X57M198814	2/1/07	1/31/13	1,475.03			
10-8500-8020	42108T BU 6002	8500-8020	10	42108T	6002	GE Fleet	2R9FS92416G672003	2/1/06	1/31/13	722.45	84	2006	NU PROSPECT
10-8500-8020	70069 BU 5953	8500-8020	10	70069	5953	GE Fleet	3D7KR28A18G190167	3/1/08	2/28/13	579.22	60	2008	DODGE RAM 2500 4
10-8500-8020	70075 BU 5800	8500-8020	10	70075	5800	GE Fleet	P138490208	3/1/08	2/28/13	762.27	60	2008	PRCTN PB
10-8500-8020	70082 BU 5700	8500-8020	10	70082	5700	GE Fleet	P138490208	3/1/08	2/28/13	792.66	60	2008	PRCTN
10-8500-8020	70097 BU 5702	8500-8020	10	70097	5702	GE Fleet	3D7KR26D98G190155	3/1/08	2/28/13	399.40	60	2008	DODGE RAM 2500 4
10-8500-8020	70098 BU 5783	8500-8020	10	70098	5783	GE Fleet	3D7KR26D98G190156	3/1/08	2/28/13	401.44	60	2008	DODGE RAM 2500 4
10-8500-8020	70099 BU 5783	8500-8020	10	70099	5783	GE Fleet	3D7KR26D98G190166	3/1/08	2/28/13	401.09	60	2008	DODGE RAM 2500 4
10-8500-8020	70105 BU 7303	8500-8020	10	70105	7303	GE Fleet	3D7KS26D38G190559	3/1/08	2/28/13	426.53	60	2008	DODGE RAM 2500 4
10-8500-8020	70106 BU 7303	8500-8020	10	70106	7303	GE Fleet	3D7KS26D18G190560	3/1/08	2/28/13	426.53	60	2008	DODGE RAM 2500 4
10-8500-8020	70108 BU 7803	8500-8020	10	70108	7803	GE Fleet	3D7KS26D38G190566	3/1/08	2/28/13	429.04	60	2008	DODGE RAM 2500 4
10-8500-8020	70109 BU 2706	8500-8020	10	70109	2706	GE Fleet	3D7KS26D38G190563	3/1/08	2/28/13	429.14	60	2008	DODGE RAM 2500 4

CO-Asset	Asset-BU	Asset	CO	ASSET #	BU	LEASE CO	SERIAL #VIN	EFT DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8300-8020	70169 BU 6910	8300-8020	10	70169	6910	GE Fleet	T30211107	3/1/08	2/28/13	965.06	60	2008	SPYDER Tarantula
10-8300-8020	89445 BU 7302	8300-8020	10	89445	7302	GE Fleet	IHSWYAH06J316399	3/1/06	2/28/13	3,020.36	84	2006	INTL 7600 w crane
10-8300-8020	89451 BU 4702	8300-8020	10	89451	4702	GE Fleet	1XKDDU9X96R155071	3/1/06	2/28/13	1,326.42	84	2006	KNWTH T800
10-8300-8020	89452 BU 6712	8300-8020	10	89452	6712	GE Fleet	1XKDDU9X77R161937	3/1/06	2/28/13	1,375.51	84	2006	KNWTH T800
10-8300-8020	89454 BU 4700	8300-8020	10	89454	4700	GE Fleet	1XKDDU9X97R161938	3/1/06	2/28/13	1,375.51	84	2006	KNWTH T800
10-8300-8020	19344 BU 6903	8300-8020	10	19344	6903	GE Fleet	2NKMHD7X7M211679	4/1/07	3/31/13	1,172.80	72	2006	KNWTH T300
10-8300-8020	19345 BU 6903	8300-8020	10	19345	6903	GE Fleet	2NKMHD7X7M211680	4/1/07	3/31/13	1,157.40	72	2006	KNWTH T300
10-8300-8020	19346 BU 6903	8300-8020	10	19346	6903	GE Fleet	2NKMHD7X7M211681	4/1/07	3/31/13	1,161.12	72	2006	KNWTH T300
10-8300-8020	19347 BU 6903	8300-8020	10	19347	6903	GE Fleet	2NKMHD7X7M211682	4/1/07	3/31/13	1,167.31	72	2006	KNWTH T300
10-8300-8020	19348 BU 6903	8300-8020	10	19348	6903	GE Fleet	2NKMHD7X7M211683	4/1/07	3/31/13	1,167.88	72	2006	KNWTH T300
10-8300-8020	19349 BU 6913	8300-8020	10	19349	6913	GE Fleet	2NKMHD7X7M211684	4/1/07	3/31/13	1,167.88	72	2006	KNWTH T300
10-8300-8020	19350 BU 6913	8300-8020	10	19350	6913	GE Fleet	2NKMHD7X7M211685	4/1/07	3/31/13	1,167.88	72	2006	KNWTH T300
10-8300-8020	19351 BU 6913	8300-8020	10	19351	6913	GE Fleet	2NKMHD7X7M211686	4/1/07	3/31/13	1,151.49	72	2006	KNWTH T300
10-8300-8020	19352 BU 6913	8300-8020	10	19352	6913	GE Fleet	2NKMHD7X7M211687	4/1/07	3/31/13	1,181.44	72	2006	KNWTH T300
10-8300-8020	70004 BU 5800	8300-8020	10	70004	5800	GE Fleet	1XKDDU9X57R179711	4/1/07	3/31/13	1,647.62	72	2007	KNWTH T800
10-8300-8020	70011 BU 5700	8300-8020	10	70011	5700	GE Fleet	1XKDDU9X77R179712	4/1/07	3/31/13	1,647.62	72	2007	KNWTH T800
10-8300-8020	70076 BU 6712	8300-8020	10	70076	6712	GE Fleet	G350218	4/1/08	3/31/13	973.34	60	2008	MOFFETT M
10-8300-8020	70079 BU 4500	8300-8020	10	70079	4500	GE Fleet	1DTHA16X81194904	4/1/08	3/31/13	860.14	60	2008	PRCTN PB
10-8300-8020	70096 BU 6603	8300-8020	10	70096	6603	GE Fleet	G260158	4/1/08	3/31/13	313.04	60	2008	DODGE 1500
10-8300-8020	70146 BU 1800	8300-8020	10	70146	1800	GE Fleet	1XKDDU9X07R165828	4/1/08	3/31/13	765.49	60	2008	MOFFETT M
10-8300-8020	89453 BU 2700	8300-8020	10	89453	2700	GE Fleet	1FUCYDA06DX15349	4/1/06	3/31/13	1,415.54	84	2006	KNWTH T800
10-8300-8020	89456 BU 3152	8300-8020	10	89456	3152	GE Fleet	1XKDDU9X77R161940	4/1/06	3/31/13	1,018.17	84	2006	PRTLNR M2 106
10-8300-8020	89457 BU 6000	8300-8020	10	89457	6000	GE Fleet	1XKDDU9X77R161940	4/1/06	3/31/13	1,373.88	84	2007	KNWTH T800
10-8300-8020	36902T BU 7452	8300-8020	10	36902T	7452	GE Fleet	1L9RD362XG6094508	4/1/06	3/31/13	415.43	84	2006	JDE TRUSSMASTER
10-8300-8020	45393F BU 4700	8300-8020	10	45393F	4700	GE Fleet	1GRDM902266700727	4/1/06	3/31/13	341.66	84	2006	GRDIN 48' Flatbed
10-8300-8020	70003 BU 5800	8300-8020	10	70003	5800	GE Fleet	1HTMMA127H413041	5/1/07	4/30/13	1,028.17	72	2007	INTL 4300
10-8300-8020	70005 BU 6753	8300-8020	10	70005	6753	GE Fleet	3PRLL4526V912723	5/1/07	4/30/13	652.29	72	2007	FORD LCF
10-8300-8020	70080 BU 6910	8300-8020	10	70080	6910	GE Fleet	G340388	5/1/08	4/30/13	782.67	60	2008	MOFFETT M55
10-8300-8020	70107 BU 7400	8300-8020	10	70107	7400	GE Fleet	3D7KS26D48G202555	5/1/08	4/30/13	428.80	60	2008	DODGE 2500
10-8300-8020	70110 BU 2703	8300-8020	10	70110	2703	GE Fleet	3D7KS26A38G202555	5/1/08	4/30/13	547.24	60	2008	DODGE 2500
10-8300-8020	70111 BU 6003	8300-8020	10	70111	6003	GE Fleet	3D7ML46D08X198635	5/1/08	4/30/13	430.71	60	2008	DODGE 3500
10-8300-8020	70148 BU 5703	8300-8020	10	70148	5703	GE Fleet	G108N09137F	5/1/08	4/30/13	678.15	60	2008	HYSTR E50Z
10-8300-8020	70173 BU 6753	8300-8020	10	70173	6753	GE Fleet	10741	5/1/08	4/30/13	1,189.50	60	2008	CMBLT
10-8300-8020	89466 BU 5700	8300-8020	10	89466	5700	GE Fleet	1XKDDU9X97R161941	5/1/08	4/30/13	1,463.77	84	2007	KNWTH T800
10-8300-8020	42109T BU 1102	8300-8020	10	42109T	1102	GE Fleet	1P9CP60246B343118	5/1/06	4/30/13	725.48	84	2006	PRATT BE60
10-8300-8020	48002T BU 2700	8300-8020	10	48002T	2700	GE Fleet	1P9CP60246B343105	5/1/06	4/30/13	671.60	84	2006	PRATT 48-70 Stred
10-8300-8020	48444T BU 6000	8300-8020	10	48444T	6000	GE Fleet	1GRDM902266700962	5/1/06	4/30/13	339.06	84	2006	GRDIN Flatbed
10-8300-8020	70038 BU 2200	8300-8020	10	70038	2200	GE Fleet	1XKDDU9X67R178051	6/1/07	5/31/13	1,679.55	72	2007	KNWTH T800
10-8300-8020	70068 BU 5953	8300-8020	10	70068	5953	GE Fleet	3FRML5528V089465	6/1/08	5/31/13	761.79	60	2008	FORD LCF
10-8300-8020	70101 BU 1400	8300-8020	10	70101	1400	GE Fleet	3D7KS26D58G208669	6/1/08	5/31/13	436.62	60	2008	DODGE 2500
10-8300-8020	70102 BU 1403	8300-8020	10	70102	1403	GE Fleet	3D7KS26D38G226779	6/1/08	5/31/13	434.93	60	2008	DODGE 2500
10-8300-8020	70103 BU 1400	8300-8020	10	70103	1400	GE Fleet	3D7KS26D28G202554	6/1/08	5/31/13	438.92	60	2008	DODGE 2500
10-8300-8020	70104 BU 4500	8300-8020	10	70104	4500	GE Fleet	3D7KS26D38G226780	6/1/08	5/31/13	435.52	60	2008	DODGE 2500
10-8300-8020	70113 BU 3803	8300-8020	10	70113	3803	GE Fleet	3FRML55208V069466	6/1/08	5/31/13	736.49	60	2008	FORD LCF
10-8300-8020	70114 BU 6903	8300-8020	10	70114	6903	GE Fleet	3FRML55228V069467	6/1/08	5/31/13	814.58	60	2008	FORD LCF
10-8300-8020	70149 BU 1403	8300-8020	10	70149	1403	GE Fleet	L17B232568F	6/1/08	5/31/13	498.17	60	2008	HYSTR H50FT
10-8300-8020	70150 BU 6002	8300-8020	10	70150	6002	GE Fleet	L17B232568F	6/1/08	5/31/13	569.63	60	2008	HYSTR H60FT
10-8300-8020	70151 BU 6003	8300-8020	10	70151	6003	GE Fleet	L17B232807F	6/1/08	5/31/13	574.99	60	2008	HYSTR H60FT
10-8300-8020	70158 BU 5800	8300-8020	10	70158	5800	GE Fleet	N005V04293F	6/1/08	5/31/13	705.99	60	2008	HYSTR H80FT
10-8300-8020	70159 BU 5800	8300-8020	10	70159	5800	GE Fleet	N005V04294F	6/1/08	5/31/13	706.38	60	2008	HYSTR H80FT
10-8300-8020	70160 BU 5800	8300-8020	10	70160	5800	GE Fleet	N005V04295F	6/1/08	5/31/13	705.99	60	2008	HYSTR H80FT
10-8300-8020	70168 BU 6000	8300-8020	10	70168	6000	GE Fleet	N005V04645F	6/1/08	5/31/13	870.47	60	2008	HYSTR H-FT
10-8300-8020	70183 BU 6163	8300-8020	10	70183	6163	GE Fleet	L17B232351F	6/1/08	5/31/13	518.81	60	2008	HYSTR H-FT
10-8300-8020	70184 BU 6163	8300-8020	10	70184	6163	GE Fleet	L17B232568F	6/1/08	5/31/13	518.81	60	2008	HYSTR H-FT
55-8300-8020	70185 BU 8775	8300-8020	55	70185	8775	GE Fleet	K005V02687Z	6/1/08	5/31/13	736.82	60	2002	HYSTR HXM
55-8300-8020	70186 BU 8775	8300-8020	55	70186	8775	GE Fleet	L005V04525C	6/1/08	5/31/13	736.82	60	2005	HYSTR HXM
55-8300-8020	70187 BU 8775	8300-8020	55	70187	8775	GE Fleet	N005V03090E	6/1/08	5/31/13	1,022.49	60	2008	HYSTR HFT
55-8300-8020	70188 BU 8775	8300-8020	55	70188	8775	GE Fleet	N005V03092E	6/1/08	5/31/13	1,022.49	60	2008	HYSTR HFT
10-8300-8020	79220 BU 6002	8300-8020	10	79220	6002	GE Fleet	2XKMDX657M180030	6/1/06	5/31/13	1,006.35	84	2007	KNWTH T300
10-8300-8020	36103T BU 4002	8300-8020	10	36103T	4002	GE Fleet	1P9CP50166B343140	6/1/06	5/31/13	730.34	84	2006	PRATT BE 50
10-8895-8020	60439 BU 3750	8895-8020	10	60439	3750	GE Fleet	ID7HU18N88239191	7/1/08	6/30/13	485.72	60	2008	DODGE 1500
10-8300-8020	70006 BU 6753	8300-8020	10	70006	6753	GE Fleet	3PRLL45276V374093	7/1/07	6/30/13	681.26	72	2006	FORD LCF
10-8300-8020	70027 BU 7200	8300-8020	10	70027	7200	GE Fleet	2NKMHD6A68M422265	7/1/07	6/30/13	1,448.65	72	2008	KNWTH T300
10-8500-8020	70073 BU 1403	8500-8020	10	70073	1403	GE Fleet	10811	7/1/08	6/30/13	1,013.82	60	2008	CMBLT
10-8300-8020	70087 BU 1400	8300-8020	10	70087	1400	GE Fleet	2NKHNL9X29M245534	7/1/08	6/30/13	1,545.83	72	2009	KNWTH T300

CO-Asset	Asset-BU	Asset	CO	ASSET #	BU	LEASE CO	SERIAL #VIN	EFF DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8300-8020	70093 BU 5953	8300-8020	10	70093	5953	GE Fleet	80210550	7/1/08	6/30/13	496.81	60	2008	SPRME DMTBL BO
10-8300-8020	70100 BU 1400	8300-8020	10	70100	1400	GE Fleet	3D7KS26D38C208668	7/1/08	6/30/13	428.52	60	2008	DODGE 2500
10-8300-8020	70112 BU 6655	8300-8020	10	70112	6655	GE Fleet	3D6WL46D38C193570	7/1/08	6/30/13	566.36	60	2008	DODGE 3500
10-8300-8020	70115 BU 6903	8300-8020	10	70115	6903	GE Fleet	3FRML55248V069468	7/1/08	6/30/13	862.57	60	2008	FORD LCF
10-8300-8020	70137 BU 6700	8300-8020	10	70137	6700	GE Fleet	3FRLL45248V069464	7/1/08	6/30/13	907.31	60	2008	FORD LCF
10-8300-8020	70138 BU 5700	8300-8020	10	70138	5700	GE Fleet	3D6WC76A48G191529	7/1/08	6/30/13	945.74	60	2008	DODGE RAM 5500
10-8300-8020	30119T BU 1402	8300-8020	10	30119T	1402	GE Fleet	19FG30226W097320	7/1/06	6/30/13	362.64	84	2006	IRON STEER 12R30
10-8300-8020	45394F BU 5700	8300-8020	10	45394F	5700	GE Fleet	1GRDM9027H704077	7/1/06	6/30/13	332.02	84	2006	GRDIN Flatbed
10-8300-8020	45395T BU 5700	8300-8020	10	45395T	2650	GE Fleet	1GRDM9027H704077	7/1/06	6/30/13	332.02	84	2006	GRDIN Flatbed
10-8895-8020	60428 BU 7502	8895-8020	10	60428	7502	GE Fleet	1D7HU18N58J239181	8/1/08	7/31/13	511.74	60	2008	DODGE 1500
10-8895-8020	60433 BU 4250	8895-8020	10	60433	4250	GE Fleet	1D7HU18N58J239183	8/1/08	7/31/13	499.13	60	2008	DODGE 1500
10-8895-8020	60441 BU 6713	8895-8020	10	60441	6713	GE Fleet	1D7HA18N28J238904	8/1/08	7/31/13	455.47	60	2008	DODGE 1500
10-8300-8020	70017 BU 5700	8300-8020	10	70017	5700	GE Fleet	2NKM1N9X18M223070	8/1/07	7/31/13	1,113.31	72	2007	KNWTH T300
10-8300-8020	70018 BU 5700	8300-8020	10	70018	5700	GE Fleet	2NKM1N9X18M223070	8/1/07	7/31/13	1,113.31	72	2007	KNWTH T300
10-8300-8020	70031 BU 1400	8300-8020	10	70031	1400	GE Fleet	1NKL0J9X57R175994	8/1/07	7/31/13	2,056.07	72	2007	KNWTH T800
10-8300-8020	70032 BU 1400	8300-8020	10	70032	1400	GE Fleet	1NKL0J9X57R175994	8/1/07	7/31/13	2,056.07	72	2007	KNWTH T800
10-8300-8020	70081 BU 6910	8300-8020	10	70081	6910	GE Fleet	G340328	8/1/08	7/31/13	699.09	60	2008	MOFT M
10-8300-8020	70140 BU 3803	8300-8020	10	70140	3803	GE Fleet	3D6WD76A98G191474	8/1/08	7/31/13	907.81	60	2008	DODGE RAM 5500
10-8500-8020	70152 BU 6753	8500-8020	10	70152	6753	GE Fleet	L177B2378F	8/1/08	7/31/13	302.05	60	2008	HYSTR H60FT
10-8500-8020	70153 BU 6903	8500-8020	10	70153	6903	GE Fleet	F187V11891F	8/1/08	7/31/13	486.67	60	2008	HYSTR H60FT
10-8500-8020	70154 BU 6903	8500-8020	10	70154	6903	GE Fleet	F187V11891F	8/1/08	7/31/13	486.67	60	2008	HYSTR H60FT
10-8500-8020	70155 BU 6903	8500-8020	10	70155	6903	GE Fleet	F187V11891F	8/1/08	7/31/13	486.67	60	2008	HYSTR H60FT
10-8500-8020	70156 BU 5953	8500-8020	10	70156	5953	GE Fleet	L177B23435F	8/1/08	7/31/13	502.41	60	2008	HYSTR H50FT
10-8500-8020	70157 BU 5700	8500-8020	10	70157	5700	GE Fleet	N005V04371F	8/1/08	7/31/13	636.65	60	2008	HYSTR H60FT
10-8500-8020	70161 BU 6910	8500-8020	10	70161	6910	GE Fleet	L177B23878F	8/1/08	7/31/13	500.65	60	2008	HYSTR H60FT
10-8500-8020	70162 BU 6910	8500-8020	10	70162	6910	GE Fleet	N005V04364F	8/1/08	7/31/13	607.63	60	2008	HYSTR HFT
10-8500-8020	70163 BU 6000	8500-8020	10	70163	6000	GE Fleet	N005V04643F	8/1/08	7/31/13	702.53	60	2008	HYSTR HFT
10-8500-8020	70165 BU 6000	8500-8020	10	70165	6000	GE Fleet	N005V04656F	8/1/08	7/31/13	723.65	60	2008	HYSTR HFT
10-8500-8020	70166 BU 6712	8500-8020	10	70166	6712	GE Fleet	N005V04642F	8/1/08	7/31/13	720.35	60	2008	HYSTR HFT
10-8500-8020	70167 BU 1400	8500-8020	10	70167	1400	GE Fleet	N005V04650F	8/1/08	7/31/13	876.94	60	2008	HYSTR HFT
10-8500-8020	70074 BU 6000	8500-8020	10	70074	6000	GE Fleet	G040139	9/1/08	8/31/13	836.95	60	2008	MOFT LP
10-8500-8020	70095 BU 5800	8500-8020	10	70095	5800	GE Fleet	P120800607	9/1/08	8/31/13	734.16	60	2008	PCTN PB50
10-8300-8020	45396T BU 7302	8300-8020	10	45396T	7302	GE Fleet	1GRDM9027H704079	9/1/06	8/31/13	319.51	84	2006	GRDIN Flatbed
10-8300-8020	70077 BU 6903	8300-8020	10	70077	6903	GE Fleet	SB0801404	10/1/08	9/30/13	1,265.25	60	2008	RYMND EASI REAG
10-8300-8020	70078 BU 6903	8300-8020	10	70078	6903	GE Fleet	SB0801396	10/1/08	9/30/13	1,265.25	60	2008	RYMND EASI REAG
10-8300-8020	70092 BU 7103	8300-8020	10	70092	7103	GE Fleet	9M242480	10/1/08	9/30/13	221.91	60	2008	SPRME DMTBL BO
10-8300-8020	60105T BU 5702	8300-8020	10	60105T	5702	GE Fleet	1P9CF60217B343029	11/1/06	10/31/13	724.22	84	2006	PRAIT 42-60 TRUSS
10-8300-8020	60106T BU 6712	8300-8020	10	60106T	6712	GE Fleet	1P9CF60217B343030	11/1/06	10/31/13	726.59	84	2006	PRAIT 42-60 TRUSS
10-8300-8020	48445T BU 2700	8300-8020	10	48445T	2700	GE Fleet	1P9CF50227B343100	12/1/06	11/30/13	645.39	84	2007	PRAIT BESO
10-8300-8020	45866T BU 6910	8300-8020	10	45866T	6910	GE Fleet	1GRDM9027H706535	2/1/07	1/31/14	345.79	84	2007	GRDIN 45' Flatbed
10-8300-8020	48446T BU 2800	8300-8020	10	48446T	2800	GE Fleet	1GRDM96297H705111	2/1/07	1/31/14	353.26	84	2007	GRDIN 48' Flatbed
10-8300-8020	48447T BU 6712	8300-8020	10	48447T	6712	GE Fleet	1P9CF48247B343131	2/1/07	1/31/14	573.00	84	2007	PRAIT TRAILER
10-8300-8020	70015 BU 5702	8300-8020	10	70015	5702	GE Fleet	1GRDM9027H706536	4/1/07	3/31/14	342.51	84	2007	GRDIN 45' Flatbed
10-8300-8020	70116 BU 5953	8300-8020	10	70116	5953	GE Fleet	2NKH1HM7X39M242477	4/1/08	3/31/14	895.54	72	2008	KNWTH T300
10-8300-8020	70119 BU 7103	8300-8020	10	70119	7103	GE Fleet	2NKH1HM7X39M242480	4/1/08	3/31/14	832.21	72	2008	KNWTH T300
10-8300-8020	70120 BU 6903	8300-8020	10	70120	6903	GE Fleet	2NKH1HM7X39M242481	4/1/08	3/31/14	890.37	72	2008	KNWTH T300
10-8300-8020	70121 BU 6903	8300-8020	10	70121	6903	GE Fleet	2NKH1HM7X39M242482	4/1/08	3/31/14	890.37	72	2008	KNWTH T300
10-8300-8020	70122 BU 6903	8300-8020	10	70122	6903	GE Fleet	2NKH1HM7X39M243010	4/1/08	3/31/14	893.25	72	2008	KNWTH T300
10-8300-8020	70123 BU 6903	8300-8020	10	70123	6903	GE Fleet	2NKH1HM7X69M243011	4/1/08	3/31/14	890.37	72	2008	KNWTH T300
10-8300-8020	20092T BU 2713	8300-8020	10	20092T	2713	GE Fleet	5N1JULY2071411760	4/1/07	3/31/14	179.61	84	2007	Eliminator 20' Carbau
10-8300-8020	70088 BU 1800	8300-8020	10	70088	1800	GE Fleet	2NKH1N9X39M243577	5/1/08	4/30/14	1,525.00	72	2008	KNWTH T300
10-8300-8020	70130 BU 5800	8300-8020	10	70130	5800	GE Fleet	2NKH1HM7X09M242484	5/1/08	4/30/14	1,212.80	72	2008	KNWTH T300
10-8300-8020	70131 BU 5800	8300-8020	10	70131	5800	GE Fleet	2NKH1HM7X29M242485	5/1/08	4/30/14	1,209.24	72	2008	KNWTH T300
10-8300-8020	70132 BU 6600	8300-8020	10	70132	6600	GE Fleet	2NKH1HM7X49M242486	5/1/08	4/30/14	1,145.52	72	2008	KNWTH T300
10-8300-8020	70139 BU 5700	8300-8020	10	70139	5700	GE Fleet	2NKH1HM7X29M242470	5/1/08	4/30/14	923.56	72	2008	KNWTH T300
10-8300-8020	70141 BU 5800	8300-8020	10	70141	5800	GE Fleet	2NKH1HM7X39M242483	5/1/08	4/30/14	1,129.36	72	2008	KNWTH T300
10-8300-8020	70029 BU 6710	8300-8020	10	70029	6710	GE Fleet	1GRDM90237H706537	6/1/07	5/31/14	400.90	84	2007	GRDIN 45' Flatbed
10-8300-8020	70037 BU 5701	8300-8020	10	70037	5701	GE Fleet	1GRDM90237H706541	6/1/07	5/31/14	344.18	84	2007	GRDIN 45' Flatbed
10-8300-8020	70086 BU 6600	8300-8020	10	70086	6600	GE Fleet	2NKH1N9X39M243576	6/1/08	5/31/14	1,933.56	72	2008	KNWTH T300
10-8300-8020	70124 BU 6003	8300-8020	10	70124	6003	GE Fleet	2NKH1HM7X39M242475	6/1/08	5/31/14	1,102.75	72	2008	KNWTH T300
10-8300-8020	70125 BU 6603	8300-8020	10	70125	6603	GE Fleet	2NKH1HM7X19M242476	6/1/08	5/31/14	1,065.10	72	2008	KNWTH T300
10-8300-8020	70129 BU 5700	8300-8020	10	70129	5700	GE Fleet	2NKH1N9X19M243578	6/1/08	5/31/14	1,577.37	72	2008	KNWTH T300
10-8300-8020	70142 BU 5783	8300-8020	10	70142	5783	GE Fleet	2NKH1HM7X69M242474	6/1/08	5/31/14	1,044.70	72	2009	KNWTH T300
10-8300-8020	70034 BU 6711	8300-8020	10	70034	6711	GE Fleet	1GVEX202472873543	7/1/07	6/30/14	330.04	84	2007	BIG TEX 5XGL
10-8300-8020	70089 BU 7300	8300-8020	10	70089	7300	GE Fleet	2NKH1N9X49M245535	7/1/08	6/30/14	1,561.27	72	2009	KNWTH T300

CO-Asset	Asset-BU	Asset	CO	ASSET #	BU	LEASE CO	SERIAL #VIN	EFF DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8300-8020	70117 BU 2733	8300-8020	10	70117	2733	GE Fleet	2NKHMH6H19M242472	7/1/08	6/30/14	1,122.60	72	2008	KNWTH T300
10-8300-8020	70118 BU 2733	8300-8020	10	70118	2733	GE Fleet	2NKHMH6H19M242473	8/1/08	7/31/14	1,154.83	72	2008	KNWTH T300
10-8300-8020	70126 BU 6905	8300-8020	10	70126	6905	GE Fleet	2NKHMH6H19M243009	8/1/08	7/31/14	1,302.64	72	2008	KNWTH T300
10-8300-8020	70127 BU 6913	8300-8020	10	70127	6913	GE Fleet	2NKHMH6H19M242478	8/1/08	7/31/14	1,478.73	72	2008	KNWTH T300
10-8300-8020	70128 BU 6913	8300-8020	10	70128	6913	GE Fleet	2NKHMH6H19M242479	8/1/08	7/31/14	1,370.89	72	2008	KNWTH T300
10-8300-8020	70065 BU 2202	8300-8020	10	70065	2202	GE Fleet	117B16070E	10/1/07	9/30/14	592.77	84	2007	HYSTR H60FT
10-8300-8020	70133 BU 5702	8300-8020	10	70133	5702	GE Fleet	1XKDD09X9244868	4/1/08	3/31/15	1,308.01	84	2008	KNWTH T800
10-8300-8020	70134 BU 6600	8300-8020	10	70134	6600	GE Fleet	1XKDD09X9244869	4/1/08	3/31/15	1,308.01	84	2008	KNWTH T800
10-8300-8020	70135 BU 6002	8300-8020	10	70135	6002	GE Fleet	2XKHAN8X9M239347	4/1/08	3/31/15	970.03	84	2008	KNWTH T300
10-8300-8020	70136 BU 7302	8300-8020	10	70136	7302	GE Fleet	2XKHAN8X9M239348	4/1/08	3/31/15	942.34	84	2008	KNWTH T300
10-8300-8020	70145 BU 6002	8300-8020	10	70145	6002	GE Fleet	1P9C40268B343303	4/1/08	3/31/15	724.79	84	2008	PRATT
10-8300-8020	70180 BU 2200	8300-8020	10	70180	2200	GE Fleet	1P9C435267K343099	6/1/08	5/31/15	420.69	84	2007	PRATT
10-8300-8020	70175 BU 6700	8300-8020	10	70175	6700	GE Fleet	1M9R25W381104198	7/1/08	6/30/15	480.16	84	2008	MAXEY
10-8300-8020	70176 BU 6700	8300-8020	10	70176	6700	GE Fleet	1M9R25W381104199	7/1/08	6/30/15	480.16	84	2008	MAXEY
10-8300-8020	70143 BU 6000	8300-8020	10	70143	6000	GE Fleet	1P9C435268B343647	7/1/08	7/31/15	432.89	84	2008	PRATT
10-8300-8020	60382 BU 1400	8895-8020	10	60382	1400	GE Fleet	1D7HU18P7J636097	8/1/07	11/31/11	601.74	40	2007	DODGE 1500
10-8895-8020	60288 BU 4509	8895-8020	10	60288	4509	GE Fleet	1D7HA18N97J555917	12/1/06	11/31/11	365.26	60	2007	DODGE 1500
10-8895-8020	60377 BU 2706	8895-8020	10	60377	2706	GE Fleet	1D7HU18P7J636098	8/1/07	11/31/11	478.10	52	2007	DODGE 1500
10-8895-8020	60380 BU 1800	8895-8020	10	60380	1800	GE Fleet	1D7HU18P7J636099	8/1/07	11/31/11	478.10	52	2007	DODGE 1500
10-8895-8020	60381 BU 2653	8895-8020	10	60381	2653	GE Fleet	1D7HU18P7J636095	8/1/07	11/31/11	478.10	52	2007	DODGE 1500
10-8895-8020	60171 BU 4000	8895-8020	10	60171	4000	GE Fleet	1D7HU18P7J636098	10/1/06	9/31/11	412.64	60	2007	DODGE
10-8895-8020	60172 BU 7303	8895-8020	10	60172	7303	GE Fleet	1D7HU18P7J636099	10/1/06	9/31/11	412.64	60	2007	DODGE
10-8300-8020	99410 BU 6710	8300-8020	10	99410	6710	GECC	2FZHAZAX52AK92917	5/21/02	5/30/09	904.00	84	2002	STERLING L79501
10-8500-8020	37697 BU 1100	8500-8020	10	37697	1100	GECC	K005V02234Z	9/1/02	8/1/09	459.78	84	2002	HYSTR H120XM
10-8500-8020	1014F BU 4000	8500-8020	10	1014F	4000	GECC	175625	9/1/02	8/1/09	441.67	84	2002	MYTOU
10-8500-8020	1532H BU 2200	8500-8020	10	1532H	2200	GECC	K005V02863Z	9/1/02	8/1/09	493.41	84	2002	HYSTR H100XM
10-8500-8020	1696H BU 2200	8500-8020	10	1696H	2200	GECC	K005V02869Z	9/1/02	8/1/09	512.14	84	2002	HYSTR H800XMS
10-8500-8020	1697H BU 4000	8500-8020	10	1697H	4000	GECC	K005V02835Z	9/1/02	8/1/09	421.57	84	2002	HYSTR H800XMS
10-8500-8020	1701H BU 1101	8500-8020	10	1701H	1101	GECC	K005V02918Z	9/1/02	8/1/09	426.25	84	2002	HYSTR H800XMS
10-8500-8020	1315F BU 6700	8500-8020	10	1315F	6700	GECC	K005V03030Z	9/1/02	8/30/09	510.29	84	2002	HYSTR H100XM
10-8500-8020	1316F BU 6700	8500-8020	10	1316F	6700	GECC	K005V03031Z	9/1/02	8/30/09	510.29	84	2002	HYSTR H100XM
10-8500-8020	1627P BU 6700	8500-8020	10	1627P	6700	GECC	1P807733	9/1/02	8/30/09	475.65	84	2002	PRCTN
10-8500-8020	5050M BU 7100	8500-8020	10	5050M	7100	GECC	175624	9/1/02	8/30/09	458.77	84	2002	MYTOU TMT 120 FI
10-8500-8020	1565H BU 3501	8500-8020	10	1565H	3501	GECC	E004V02171Z	10/1/02	9/30/09	397.21	84	2002	HYSTR S80XMBCS
10-8500-8020	1566H BU 3501	8500-8020	10	1566H	3501	GECC	E004V01836Z	10/1/02	9/30/09	620.46	84	2002	HYSTR H135XL2
10-8500-8020	1648H BU 6800	8500-8020	10	1648H	6800	GECC	K005V03025Z	10/1/02	9/30/09	467.33	84	2002	HYSTR H800XMS
10-8500-8020	1007F BU 1400	8500-8020	10	1007F	1400	GECC	5149209553Z	11/1/02	10/30/09	487.00	84	2003	SLICK TME55
10-8300-8020	89404 BU 6713	8300-8020	10	89404	6713	GECC	1FUA6C063L02045	1/1/03	12/31/09	759.82	84	2003	FRTL R CL12064
10-8300-8020	89406 BU 6713	8300-8020	10	89406	6713	GECC	1FUA6C063L02046	1/1/03	12/31/09	759.82	84	2003	FRTL R CL12064
10-8500-8020	1610M BU 7200	8500-8020	10	1610M	7200	GECC	172155	12/03	1/1/10	458.09	84	2002	MYTOU T10320FL
10-8500-8020	1650M BU 7100	8500-8020	10	1650M	7100	GECC	175629	2/1/03	1/30/10	469.00	84	2002	T10 FLHT rough terra
10-8500-8020	1501H BU 1101	8500-8020	10	1501H	1101	GECC	K005V04216A	6/1/03	5/30/10	416.51	84	2003	HYSTR H800XMS
10-8500-8020	1567H BU 3533	8500-8020	10	1567H	3533	GECC	H160N03648A	6/1/03	5/30/10	379.54	84	2003	HYSTR 140X10 w/18
10-8500-8020	1589H BU 4250	8500-8020	10	1589H	4250	GECC	E004V03042A	6/1/03	5/30/10	418.09	84	2003	HYSTR S80XMBCS
10-8500-8020	1623H BU 6713	8500-8020	10	1623H	6713	GECC	E004V03051A	6/1/03	5/30/10	477.56	84	2003	HYSTR H900XMS
10-8500-8020	HY5009 BU 1101	8500-8020	10	HY5009	1101	GECC	K005V04576A	6/1/03	5/30/10	437.21	84	2003	HYSTR H900XMS
10-8500-8020	MT4999 BU 6000	8500-8020	10	MT4999	6000	GECC	181150	6/1/03	5/31/10	457.40	84	2002	MYTOU T10320FL
10-8500-8020	HY5001 BU 4502	8500-8020	10	HY5001	4502	GECC	K005V04695A	7/1/03	6/30/10	435.24	84	2003	HYSTR H900XMS
10-8500-8020	HY5002 BU 4502	8500-8020	10	HY5002	4502	GECC	F006V02221A	7/1/03	6/30/10	653.70	84	2003	HYSTR H135XL2
10-8500-8020	HY5004 BU 5700	8500-8020	10	HY5004	5700	GECC	K005V04953A	7/1/03	6/30/10	408.55	84	2003	HYSTR H800XMS
10-8500-8020	HY5005 BU 7200	8500-8020	10	HY5005	7200	GECC	K005V04736A	7/1/03	6/30/10	446.09	84	2003	HYSTR H900XMS
10-8500-8020	HY5011 BU 2400	8500-8020	10	HY5011	2400	GECC	K005V05030A	9/1/03	8/30/10	443.39	84	2003	HYSTR H800XMS
10-8500-8020	HY5012 BU 4000	8500-8020	10	HY5012	4000	GECC	K005V04697A	9/1/03	8/30/10	451.21	84	2003	HYSTR H900XMS
10-8500-8020	HY5013 BU 4502	8500-8020	10	HY5013	4502	GECC	H17B41981A	9/1/03	8/30/10	347.52	84	2003	HYSTR H600XMS
10-8500-8020	HY5014 BU 4700	8500-8020	10	HY5014	4700	GECC	K005V05019A	9/1/03	8/30/10	508.87	84	2003	HYSTR H1000XMS
10-8500-8020	HY5015 BU 5800	8500-8020	10	HY5015	5800	GECC	H17B42190A	9/1/03	8/30/10	355.62	84	2003	HYSTR H65XMS
10-8300-8020	80027 BU 5702	8300-8020	10	424385	5702	PENSKB	1FUA6CK94DN36602	4/29/04	4/28/10	1,192.12	72	2004	FRTL R
10-8300-8020	422914 BU 6700	8300-8020	10	422914	6700	PENSKB	1FUA6CK42PN25813	4/8/04	4/30/10	1,750.40	72	2004	TADC TRACTOR
10-8300-8020	80029 BU 6000	8300-8020	10	475590	6000	PENSKB	1FVHCYDC76HW11686	9/26/05	9/26/11	1,809.93	72	2006	FRTL R
10-8300-8020	478552 BU 6713	8300-8020	10	478552	6713	PENSKB	1FUA6CKX6DW14694	9/29/05	9/30/11	1,772.13	72	2006	TADC TRACTOR
10-8300-8020	80026 BU 2700	8300-8020	10	478714	2700	PENSKB	1FUA6CKX6DW23166	5/6/05	10/31/11	1,842.51	77	2006	FRTL R
10-8300-8020	80062 BU 6000	8300-8020	10	478548	6000	PENSKB	1FUA6CK45DW14691	10/1/05	10/31/11	1,772.06	72	2006	FRTL R
10-8300-8020	80063 BU 6001	8300-8020	10	478549	6001	PENSKB	1FUA6CK45DW14691	10/1/05	10/31/11	1,772.06	72	2006	FRTL R
10-8300-8020	80076 BU 6000	8300-8020	10	478580	6000	PENSKB	1FVACXDC06DW14738	10/1/05	10/31/11	1,355.84	72	2006	FRTL R
10-8300-8020	478551 BU 6710	8300-8020	10	478551	6710	PENSKB	1FUA6CK86DW14693	10/1/05	10/31/11	1,772.06	72	2006	TADC TRACTOR

CO-Acct	Asset-BU	Acct	CO	ASSET #	BU	LEASE CO	SERIAL #/VIN	EFF DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8300-8020	80018 BU 2700	8300-8020	10	457569	2700	PENSKE	1FUJA6CK46PV46682	6/14/05	6/30/12	1,842.51	84	2005	PRTR
10-8300-8020	80022 BU 5800	8300-8020	10	457573	5800	PENSKE	1FUJA6CK16PV46686	6/21/05	6/30/12	1,814.56	84	2005	PRTR
10-8300-8020	80023 BU 5800	8300-8020	10	457574	5800	PENSKE	1FUJA6CK36PV46687	6/20/05	6/30/12	1,814.56	84	2005	PRTR
10-8300-8020	80075 BU 6001	8300-8020	10	478578	6001	PENSKE	1FVHC3DL26HW14736	8/1/06	8/31/12	1,846.51	72	2006	PRTR
10-8300-8020	80071 BU 6000	8300-8020	10	478579	6000	PENSKE	1FVHC3DL46HW14737	9/1/06	9/30/12	1,846.51	72	2006	PRTR
10-8300-8020	478577 BU 6710	8300-8020	10	478577	6710	PENSKE	1FVHC3DL06HW14735	9/28/05	9/30/12	1,846.51	84	2006	24FT TAD HEAVY F
10-8300-8020	518411 BU 6700	8300-8020	10	518411	6700	PENSKE	1FUJA6CK67PY15489	9/1/06	9/30/12	1,815.97	72	2007	TADC TRACTOR
10-8300-8020	422911 BU 1133	8300-8020	10	422911	1133	PENSKE	1FUBA5CK24PN23812	6/10/04	6/30/10	1,707.57	72	2004	SADC TRACTOR
10-8300-8020	523434 BU 7200	8300-8020	10	523434	7200	PENSKE	1FVHC3DL07HY37911	11/17/06	11/30/13	1,895.45	84	2007	24FT TAD HEAVY F
10-8300-8020	523433 BU 4500	8300-8020	10	523433	4500	PENSKE	1FVACDXC2THV37910	11/22/06	11/30/12	1,416.35	72	2005	20FT SAD MEDIUM
10-8820-8020	1-01236 BU 6635	8820-8020	10	1-01236	6635	Ricoh Corp	19046702483	10/11/2004	4/10/2009	78.94	-		Ricoh Aficio 2015
10-8820-8020	1-01325 BU 4502	8820-8020	10	1-01325	4502	Ricoh Corp	K68459003572	1/10/2005	7/9/2009	376.06	54		Ricoh Aficio 2060
10-8820-8020	1-01050 BU 6000	8820-8020	10	1-01050	6000	De Lage Landen	32038198	12/4/2003	8/27/2009	99.51	68		Sharp AR-277
10-8820-8020	1-01416 BU 6753	8820-8020	10	1-01416	6753	Ricoh Corp	K685500773	9/16/2005	9/15/2009	401.53	48		Ricoh Aficio 2060
99-8820-8020	1-01423 BU 9916	8820-8020	99	1-01423	9916	Ricoh Corp	K685500656	9/26/2005	9/25/2009	390.53	48		Ricoh Aficio 2060
10-8820-8020	1-01357 BU 1133	8820-8020	10	1-01357	1133	Ricoh Corp	18455200580	4/18/2005	10/17/2009	130.46	54		Ricoh Aficio 2027
10-8820-8020	1-01364 BU 6655	8820-8020	10	1-01364	6655	Ricoh Corp	19256500710	6/22/2005	12/21/2009	84.36	54		Ricoh Aficio 2018
10-8820-8020	1-01381 BU 9947	8820-8020	10	1-01381	9947	Ricoh Corp	K2855402350	8/3/2005	2/2/2010	251.43	54		Ricoh Aficio 2035
10-8820-8020	1-01404 BU 4502	8820-8020	10	1-01404	4502	Ricoh Corp	K6855006232	8/31/2005	2/28/2010	376.00	54		Ricoh Aficio 2060
10-8820-8020	1-01410 BU 9946	8820-8020	10	1-01410	9946	Ricoh Corp	K2955600589	9/26/2005	3/25/2010	277.31	54		Ricoh Aficio 2045
10-8820-8020	1-01237 BU 6675	8820-8020	10	1-01237	6675	Ricoh Corp	19046701998	10/11/2004	4/1/2010	78.94	66		Ricoh Aficio 2015
10-8820-8020	1-01421 BU 4002	8820-8020	10	1-01421	4002	Ricoh Corp	K4555600144	10/3/2005	4/2/2010	347.63	54		Ricoh Aficio 2060
10-8820-8020	1-01436 BU 6903	8820-8020	10	1-01436	6903	De Lage Landen	K9455700435	10/20/2005	4/19/2010	212.37	54		Ricoh Aficio 3045
99-8820-8020	1-01522 BU 9000	8820-8020	99	1-01522	9000	Ricoh Corp	K6856000100	1/10/2006	7/9/2010	382.76	54		Ricoh Aficio 2060
10-8820-8020	1-01823 BU 1133	8820-8020	10	1-01823	1133	XEROX	K856520265	7/25/2006	7/25/2010	122.90	48		Ricoh Aficio 3025
10-8820-8020	1-01821 BU 6713	8820-8020	10	1-01821	6713	XEROX	UTU-904530	7/25/2006	7/26/2010	449.84	48		Xerox WCP 265h
10-8820-8020	1-01533 BU 5953	8820-8020	10	1-01533	5953	Ricoh Corp	A4959401187	1/26/2006	7/30/2010	19.38	54		Ricoh Fax 2210L
10-8820-8020	1-01534 BU 5953	8820-8020	10	1-01534	5953	Ricoh Corp	K6750600022	1/26/2006	7/30/2010	267.21	54		Ricoh Aficio 2051
10-8820-8020	1-01535 BU 5953	8820-8020	10	1-01535	5953	Ricoh Corp	K8566001465	1/26/2006	7/30/2010	177.34	#N/A		Ricoh Aficio 3030
10-8820-8020	1-01540 BU 9932	8820-8020	10	1-01540	9932	Ricoh Corp	K6755900391	2/14/2006	8/13/2010	234.87	54		Ricoh Aficio 2051
10-8820-8020	1-01541 BU 9932	8820-8020	10	1-01541	9932	Ricoh Corp	K8664900232	2/14/2006	8/13/2010	182.96	54		Ricoh Aficio 3030
10-8820-8020	1-01542 BU 9932	8820-8020	10	1-01542	9932	Ricoh Corp	K8564900950	2/14/2006	8/13/2010	148.53	54		Ricoh Aficio 3025
10-8820-8020	1-01543 BU 9932	8820-8020	10	1-01543	9932	Ricoh Corp	K5251000446	2/14/2006	8/13/2010	280.13	54		Ricoh Aficio 3228C
10-8820-8020	1-01544 BU 9932	8820-8020	10	1-01544	9932	Ricoh Corp	A4959400494	2/14/2006	9/27/2010	19.38	54		Ricoh Fax 2210L
10-8820-8020	1-01748 BU 6700	8820-8020	10	1-01748	6700	Ricoh Corp	K94649001381	3/28/2006	9/27/2010	233.98	54		Ricoh Aficio 3045
10-8820-8020	1-01751 BU 2326	8820-8020	10	1-01751	2326	De Lage Landen	420E0E0196	4/6/2006	10/5/2010	179.30	54		Minolta Di-420
10-8820-8020	1-03016 BU 7253	8820-8020	10	1-03016	7253	XEROX	UTV-852159	10/19/2006	10/18/2010	288.15	48		Xerox WCP 255h
10-8820-8020	1-01759 BU 7206	8820-8020	10	1-01759	7206	XEROX	UTV-150794	5/16/2006	1/15/2010	214.90	54		Xerox WCP 245h
10-8820-8020	1-03031 BU 4002	8820-8020	10	1-03031	4002	XEROX	UTV-854646	1/22/2006	1/21/2010	251.02	48		Xerox WCP 245h
10-8820-8020	1-01818 BU 6903	8820-8020	10	1-01818	6903	Ricoh Corp	K8665400153	7/20/2006	1/9/2011	194.60	54		Ricoh Aficio 3030
10-8820-8020	1-03028 BU 4500	8820-8020	10	1-03028	4500	Toshiba Financial S	CO4611336	9/11/2006	3/10/2011	236.00	54		Toshiba e-STUDIO 35
10-8820-8020	1-03021 BU 1409	8820-8020	10	1-03021	1409	XEROX	TWY-032744	10/16/2006	4/15/2011	130.27	54		Xerox DC330S
10-8820-8020	1-03078 BU 1402	8820-8020	10	1-03078	1402	XEROX	UTV-867004	11/1/2007	4/30/2011	265.14	41		Xerox WCP 255h
10-8820-8020	1-03071 BU 3803	8820-8020	10	1-03071	3803	Ricoh Corp	M1075000346	5/11/2007	5/10/2011	195.25	48		Ricoh Aficio 3030
10-8820-8020	1-03085 BU 6903	8820-8020	10	1-03085	6903	Ricoh Corp	M1075300553	6/22/2007	6/21/2011	195.08	48		Ricoh Aficio MP 3010
10-8820-8020	1-03086 BU 6910	8820-8020	10	1-03086	6910	Ricoh Corp	M1075300418	6/22/2007	6/21/2011	116.38	48		Ricoh Aficio MP 3010
10-8820-8020	1-03117 BU 6910	8820-8020	10	1-03117	6910	Ricoh Corp	M1075201046	7/26/2007	7/25/2011	170.02	48		Ricoh Aficio MP 3010
10-8820-8020	1-01546 BU 5703	8820-8020	10	1-01546	5703	Ricoh Corp	K8664900153	2/11/2006	8/10/2011	56.97	66		Ricoh Aficio 3030
10-8820-8020	1-01546 BU 5700	8820-8020	10	1-01546	5700	Ricoh Corp	K8664900153	2/11/2006	8/10/2011	56.98	66		Ricoh Aficio 3030
10-8820-8020	1-03058 BU 5800	8820-8020	10	1-03058	5800	XEROX	RYU-340431	4/1/2007	10/1/2011	52.18	54		Xerox WCM 20i
10-8820-8020	1-03417 BU 6800	8820-8020	10	1-03417	6800	De Lage Landen	TFW029539	10/16/2007	10/15/2011	107.11	48		Xerox WC 123
10-8820-8020	1-03068 BU 7253	8820-8020	10	1-03068	7253	XEROX	UTV-865987	5/17/2007	10/31/2011	311.88	53		Xerox WC 255h
10-8820-8020	1-03072 BU 5700	8820-8020	10	1-03072	5700	XEROX	RYU-344701	5/11/2007	11/10/2011	52.18	54		Xerox WCM 20i
10-8820-8020	1-03072 BU 5703	8820-8020	10	1-03072	5703	XEROX	RYU-344701	5/11/2007	11/10/2011	52.18	54		Xerox WCM 20i
10-8820-8020	1-03444 BU 5702	8820-8020	10	1-03444	5702	De Lage Landen	WTD705988	11/14/2007	11/13/2011	267.95	48		Xerox WC 5655
10-8820-8020	1-03084 BU 5800	8820-8020	10	1-03084	5800	XEROX	UTV-865096	6/4/2007	12/4/2011	214.90	54		Xerox WCP 245h
10-8820-8020	1-03077 BU 6655	8820-8020	10	1-03077	6655	XEROX	UTV-863757	7/1/2007	12/31/2011	214.90	53		Xerox WCP 245h
10-8820-8020	1-03401 BU 6713	8820-8020	10	1-03401	6713	De Lage Landen	URT824550	9/12/2007	5/11/2012	130.29	54		Xerox WCP 238h
10-8820-8020	1-03572 BU 6163	8820-8020	10	1-03572	6163	De Lage Landen	WPM001030	5/5/2008	5/15/2012	316.95	48		Xerox 5655
10-8820-8020	1-03572 BU 7502	8820-8020	10	1-03572	7502	De Lage Landen	WTD722626	5/16/2008	5/15/2012	224.38	48		Xerox WC 5655
10-8820-8020	1-03445 BU 6675	8820-8020	10	1-03445	6675	Pacific Office Autom	6876440121	12/14/2007	6/13/2012	79.74	54		Ricoh Aficio MP 160

CO-Asset	Asset-BU	Asset	CO	ASSET #	BU	LEASE CO	SERIAL #/VIN	EFF DATE	EXP DATE	MONTHLY PMT	TERM	YEAR	MAKE/MODEL
10-8820-8020	1-03462 BU 6675	8820-8020	10	1-03462	6675	De Lage Landen	TFW032496	1/10/2008	7/9/2012	78.19	54		Xerox 123
10-8820-8020	1-03465 BU 2702	8820-8020	10	1-03465	2702	De Lage Landen	WTD716013	1/16/2008	7/15/2012	206.38	54		Xerox WC 5655
10-8820-8020	1-03466 BU 6711	8820-8020	10	1-03466	6711	De Lage Landen	VDR551668	2/5/2008	8/4/2012	119.32	54		Xerox WC 7655
10-8820-8020	1-03466 BU 6710	8820-8020	10	1-03466	6710	De Lage Landen	VDR551668	2/5/2008	8/4/2012	119.33	54		Xerox WC 7655
10-8820-8020	1-03466 BU 6712	8820-8020	10	1-03466	6712	De Lage Landen	VDR551668	2/5/2008	8/4/2012	119.32	54		Xerox WC 7655
99-8820-8020	1-03462 BU 9919	8820-8020	99	1-03462	9919	Ricoh Corp	M2875300062	8/22/2007	8/21/2012	242.00	60		Xerox 5675
10-8820-8020	1-03538 BU 4702	8820-8020	10	1-03538	4702	De Lage Landen	WTM759261	3/12/2008	9/11/2012	174.09	54		Xerox 5675
10-8820-8020	1-03538 BU 4700	8820-8020	10	1-03538	4700	De Lage Landen	WTM759261	3/12/2008	9/11/2012	174.09	54		Xerox 5675
10-8820-8020	1-03551 BU 5783	8820-8020	10	1-03551	5783	De Lage Landen	WRT614896	9/20/2012	9/20/2012	143.55	54		Xerox WC 5638
10-8820-8020	1-03550 BU 6800	8820-8020	10	1-03550	6800	De Lage Landen	WRT614719	9/24/2012	9/24/2012	115.33	54		Xerox WC 5638
10-8820-8020	1-03558 BU 2202	8820-8020	10	1-03558	2202	De Lage Landen	WTD713376	10/15/2012	10/15/2012	197.36	54		Xerox WC 5655
10-8820-8020	1-03643 BU 5954	8820-8020	10	1-03643	5954	US BANK OFFICE	KMB523309	8/29/2008	2/28/2013	46.31	54		Xerox 5225
10-8820-8020	1-03643 BU 5953	8820-8020	10	1-03643	5953	US BANK OFFICE	KMB523309	8/29/2008	2/28/2013	46.31	54		Xerox 5225
10-8820-8020	1-03726 BU 7100	8820-8020	10	1-03726	7100	Pacific Office Asset	31134139	10/29/2008	4/28/2013	154.73	54		Konica Bizhub 350
10-8820-8020	1-03725 BU 5800	8820-8020	10	1-03725	5800	US BANK OFFICE	AGF595641	10/30/2008	4/29/2013	125.54	54		Xerox 6204
10-8820-8020	1-03725 BU 5702	8820-8020	10	1-03725	5702	US BANK OFFICE	AGF595641	10/30/2008	4/29/2013	125.54	54		Xerox 6204
10-8820-8020	1-03725 BU 5706	8820-8020	10	1-03725	5706	US BANK OFFICE	AGF595641	10/30/2008	4/29/2013	125.54	54		Xerox 6204
10-8830-8020	80065466 BU 7803	8830-8020	10	60225913-2030112	7803	Neopost Inc	80065465	1/15/2006	1/14/2009	43.31	36		IP25A1
10-8830-8020	7333327 BU 5783	8830-8020	10	500028155 386426	5783	Francotyp Postalia	17333327	4/10/2001	4/9/2009	18.00	60		T-1000 PP-SLI rental
99-8920-8020	Fax BU 9919	8920-8020	99		9919	Imagistics / Pitney B	2047255, 6429704	4/23/2002	4/22/2009	84.63	M-M		PB2030 & 2MB mem
10-8920-8020	K10502173 BU 1800	8920-8020	10	1-03422	1800	KIP America Inc	K10502173	7/1/2006	6/30/2009	565.41	36		KIP 3002 CPS
10-8920-8020	Q10500347 BU 1400	8920-8020	10	1-03726	1400	KIP America Inc	Q10500347	7/1/2006	6/30/2009	565.41	36		KIP 3002 CPS
10-8830-8020	Q10500348 BU 1100	8830-8020	10	6088168	1100	KIP America Inc	Q10500348	7/1/2006	6/30/2009	565.41	36		KIP 3002 CPS
10-8830-8020	82036319 BU 1100	8830-8020	10	6088168	1100	Neopost Leasing	82036319	8/31/06	11/30/2009	82.18	39		MA70-LWP10H Met
10-8830-8020	82036319 BU 1100	8830-8020	10	6088168	1100	Neopost Leasing	82036319	8/31/06	11/30/2009	82.18	39		MA70-LWP10H Met
10-8830-8020	82036319 BU 1100	8830-8020	10	6088168	1100	Neopost Leasing	82036319	8/31/06	11/30/2009	82.18	39		MA70-LWP10H Met
10-8830-8020	80074362 BU 7500	8830-8020	10	60125683-1983000	7500	Neopost Inc	80074362	12/18/2006	12/18/2009	17.95	36		IP25A1 w WP4 free
10-8830-8020	80075604 BU 5954	8830-8020	10	60125683-1983000	5953	Neopost Leasing	80075604	1/30/2007	1/29/2010	17.95	36		IP25A1
10-8830-8020	6785243 2304627	8830-8020	10	007-0300671-000	6800	GreatAmerica Leasing	6785243 2304627	4/1/2005	3/31/2010	200.48	60		Ultimail 60
10-8830-8020	Automatic Feeder	8830-8020	10	5031422	3501	Neopost Leasing	83036852	3/1/2007	5/31/2010	159.93	39		MH40-P5 automatic f
10-8830-8020	83058852 BU 6600	8830-8020	10	5091918	6600	Neopost Leasing	83058852	6/16/2005	9/16/2010	69.45	63		MH40-P5 / U40B / W
10-8830-8020	332973(4) S90431	8830-8020	10	5091918	6753	Neopost Leasing	332973(4) S904316	12/9/2005	12/9/2010	186.94	60		I160 w 3 lb
10-8830-8020	83093159 BU 265	8830-8020	10	7088129	2653	Neopost Leasing	83093158	8/30/2007	1/25/2011	52.24	39		I140 AI W 5LB
10-8830-8020	Ice Machine BU 58	8920-8020	10	0271775-086	5800	Prosty Refrigeration	83093158	2/10/1997	Y to Y	110.00	24		Ice Machine
10-8830-8020	2392800 BU 1403	8830-8020	10	0271775-045	1403	Pitney Bowes	2392800	10/20/2004	4/19/2009	93.00	54		SBK Meter 1P00
10-8830-8020	83058852 BU 6600	8830-8020	10	0271775-045	1400	Pitney Bowes	4388221	7/20/2003	4/20/2009	334.00	69		DM500 PB N500 SC
10-8830-8020	8680379 BU 1800	8830-8020	10	4732922-002	1800	Pitney Bowes	8680379	7/20/2003	4/20/2009	66.00	57		B700 PB
10-8830-8020	4379063 BU 7303	8830-8020	10	4732922-002	7303	Pitney Bowes	4379063	9/10/2004	6/10/2009	161.65	57		DG000 1A00 1FWY D
10-8830-8020	4379063 BU 7303	8830-8020	10	4732922-002	7303	Pitney Bowes	4379063	9/10/2004	6/10/2009	161.65	57		DG000 1A00 1FWY D
10-8830-8020	4399914 BU 2400	8830-8020	10	0271775-052	2400	Pitney Bowes	439914	10/20/2004	9/19/2009	231.00	66		DDM4 FBM2 meter
10-8830-8020	5564226 BU 4703	8830-8020	10	0271775-052	4702	Pitney Bowes	5564226	10/20/2004	9/19/2009	38.22	60		DDM4 FBM2 meter
10-8830-8020	5564226 BU 4703	8830-8020	10	0271775-052	4703	Pitney Bowes	5564226	10/20/2004	9/19/2009	23.66	60		DDM4 FBM2 meter
10-8830-8020	4339425 BU 4000	8830-8020	10	0271775-049	4000	Pitney Bowes	4339425	1/20/2004	10/19/2009	359.00	69		DGPI 1A00
10-8820-8020	1-01822 BU 7100	8820-8020	10	1-01822	7100	De Lage Landen	57AE00122	6/23/2006	12/22/2010	368.34	54		Konica Minolta 750
10-8830-8020	4392090 BU 7100	8830-8020	10	0271775-069	7100	Pitney Bowes	4392090	7/20/2005	4/19/2010	290.00	57		SBWA XB33 DM500
10-8830-8020	4392230 BU 6700	8830-8020	10	0271775-073	6700	Pitney Bowes	4392230	7/20/2005	4/19/2010	203.00	57		SBWA XB44 DM500
10-8830-8020	4392230 BU 6704	8830-8020	10	0271775-073	6704	Pitney Bowes	4392230	7/20/2005	4/19/2010	87.00	57		SBWA XB44 DM500
10-8830-8020	4373161 BU 2700	8830-8020	10	0271775-076	2700	Pitney Bowes	4373161	7/20/2005	4/20/2010	290.00	57		SBWA XB44 DM500
10-8830-8020	2374211 BU 4500	8830-8020	10	0271775-060	4500	Pitney Bowes	2374211	6/20/2005	3/19/2011	155.67	69		G800 ser 0011366 - D
10-8830-8020	2155408 BU 3333	8830-8020	10	0271775-066	3333	Pitney Bowes	2155408	7/20/2005	4/19/2011	131.00	69		SBKX XB33 DM200
10-8830-8020	2379227 BU 5703	8830-8020	10	0271775-070	5700	Pitney Bowes	2379227	7/20/2005	4/19/2011	51.33	69		SBPC XB33 DM300
10-8830-8020	2379227 BU 5702	8830-8020	10	0271775-070	5702	Pitney Bowes	2379227	7/20/2005	4/19/2011	51.33	69		SBPC XB33 DM300
10-8830-8020	2379227 BU 5705	8830-8020	10	0271775-070	5703	Pitney Bowes	2379227	7/20/2005	4/19/2011	51.33	69		SBPC XB33 DM300
10-8830-8020	2380088 BU 3350	8830-8020	10	0271775-067	3350	Pitney Bowes	2380088	7/20/2005	4/19/2011	205.00	69		SBKX XB33 DM300

SCHEDULE 2
to the Security Agreement

1. **Patents, Trademarks, Copyrights, Etc.**

Trademark Registrations/Applications

<u>Mark</u>	<u>Applicant</u>	<u>Reg. #</u>	<u>Filing Date</u>
Star Logo	BMC West Corporation	1,082,551	5/2/77
Lonestar	BMC West Corporation	2,838,268	6/17/03
Lone Star Plywood & Door Corporation	BMC West Corporation	1,877,642	11/29/93
Heritage Architectural Moulding (abandoned)	BMC West Corporation	2,158,706	4/17/97
BMC West	BMC West Corporation	2,015,252	9/26/95
Castleberry (abandoned)	BMCW SouthCentral, L.P.	2,377,185	4/30/99
BMC Millwork	BMC West Corporation	2,772,209	6/07/01
Hillsdale (abandoned)	BMC West Corporation	2,546,790	1/12/01
KBI [the design] (will not renew)	BMC Framing, Inc.	2,656,432	2/04/02
KBI [the mark]	Knipp Brothers Industries, LLC	3,087,643	5/19/05
Knipp Brothers Industries (will not renew)	BMC Framing, Inc.	2,644,835	10/29/02
Performa (abandoned)	BMC West Corporation	2,687,040	4/19/00
Performa Vinyl Windows (abandoned)	BMC West Corporation	2,732,576	4/19/00
Stripling Blake (abandoned)	BMCW SouthCentral, L.P.	2,536,414	6/07/01
Royal Door (abandoned)	BMCW SouthCentral, L.P.	2,624,689	10/26/01
BMC Construction	BMC West Corporation	2,931,314	12/13/02
Castleberry (abandoned)	BMCW SouthCentral, L.P.	58656	5/3/99
SelectBuild	BMC Construction, Inc.	3,267,514	9/28/06
SelectBuild [and design]	BMC Construction, Inc.	3,267,516	9/28/06

Plumb Bob [service mark] Building Materials Holding Corporation 3,599,000 3/31/09

Trade Names

Other DBAs and Fictitious Business Names

**BMC WEST CORPORATION
(formerly known as BMC Holdings, Inc.)**

ARIZONA

BMC Wholesale Building Materials (expired)
BMC West

CALIFORNIA

BMC West
Royal Door
SelectBuild

COLORADO

BMC Construction
BMC West Door & Millwork
Denver Custom Millwork
Denver Door and Millwork, Inc.
Economy Building Materials
Economy Lumber and Hardware
Economy Lumber Co.
Metro Door and Window Inc.
Top Flight Stairs

FLORIDA

BMC Millwork

IDAHO

BMC West
BMC West Building Materials
Sawtooth Door
Sawtooth Door Co.
Sawtooth Pre-hung Doors

MINNESOTA

BMC Millwork

MISSOURI

BMC Millwork

MONTANA

BMC Millwork
Poulsen's (expired)
Poulsen's, Inc. (expired)
Western Door Company (inactive)
Wood Specialty Company

NEVADA

BMC Millwork
Carson Building Supply
Carson Valley Truss
Champion Building Supply
Logan Lumber Company
Marvin Windows Planning Center (expired)
Sticks' n' Stones

NORTH CAROLINA

BMC Millwork
Royal Door

OKLAHOMA

Marvin Windows Planning Center

OREGON

BMC West
BMC Construction

PENNSYLVANIA

Royal Door
BMC Millwork

TEXAS:

Abilene Lumber
Abilene Door & Truss
BMC Millwork
Castleberry Mill & Lumber, Inc.
Clarke/Farek Building Supply Center (expired)
Home Lumber
Hurst Lumber
Lone Star Plywood & Door
Marvin Windows Planning Center
Royal Door
Stripling Blake Window Division
Stripling-Blake Lumber Company

UTAH

Pioneer Architectural Sales
Pioneer Lumber Sales
Pioneer Window Sales
BMC West Building Materials
BMC West Building Materials Centers
BMC West
Salt Lake Door & Hardware
BMC Millwork

VIRGINIA

BMC Millwork

WASHINGTON

BMC Holdings, Inc.
BMC West Corporation
BMC West
Heart Truss
Henry Bacon
Henry Bacon Building Materials, Inc.
Hillsdale Sash and Door
Lone Star Plywood and Door Corp.
Star Building Materials

SELECTBUILD CONSTRUCTION, INC.
(formerly known as BMC Construction, Inc.,
BMC Framing, Inc., and BMHC Framing, Inc.)

CALIFORNIA

Vaughn Road, LLC

SELECTBUILD NORTHERN CALIFORNIA, INC.
(formerly known as KBI Norcal, KBI Norcal Windows, Inc.,
RJ Norcal, LLC, and Vaughn Road, LLC)

CALIFORNIA

BMC West Building Materials (pending)
KBI Distribution
KBI Truss
SelectBuild
SelectBuild Distribution

C CONSTRUCTION, INC.

ARIZONA

Campbell Concrete of Arizona

CALIFORNIA

BMC West Building Materials
Campbell Concrete of California
Campbell Concrete of Northern California
SR Campbell Plumbing of California
SelectBuild
Sterling Trenching of California
SB Logistics

NEVADA

BMC Concrete
Campbell Concrete of Nevada
SelectBuild
SR Campbell Plumbing of Nevada
Sterling Trenching of Nevada

H.N.R. FRAMING SYSTEMS INC.

CALIFORNIA

Poway Truss
SelectBuild
SelectBuild Distribution

TWF CONSTRUCTION, INC.

CALIFORNIA

Boulders West Components
SelectBuild
SelectBuild Distribution

SELECTBUILD NEVADA, INC.

(formerly known as SelectBuild Nevada, LLC, KBI Construction, LLC, Knipp Brothers Industries, LLC, and Knipp Brothers, LLC)

ARIZONA

Glendale Truss
KBI Distribution
SelectBuild Distribution
SelectBuild

NEVADA

BMC West Building Materials
SelectBuild
SelectBuild Distribution

Glendale Truss

SELECTBUILD ARIZONA, LLC

ARIZONA

SelectBuild
SelectBuild Distribution

SELECTBUILD ILLINOIS, LLC
(formerly known as RCI Construction, LLC)

ILLINOIS

SelectBuild

Common Law Trademarks

See above.

Trademarks Not Currently In Use

See notations above with respect to abandoned trademarks and trademarks not currently in use.

Trademark Licenses

As noted above.

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SCHEDULE 3
to the Security Agreement

1. Pledged LLC Interests. Interests in each limited liability company that is a Subsidiary as follows:

SelectBuild Construction, Inc.

Subsidiary	Percentage or Number of Units	Date of Issuance of Units
SelectBuild Arizona, LLC	100%	
SelectBuild Illinois, LLC	100%	

2. Pledged Partnership Interests.

None

3. Pledged Shares. Capital stock of each Subsidiary being represented by stock certificates as follows:

Building Materials Holding Corporation

Subsidiary and Percentage Ownership Interest	Certificate No.	Certificate Date	No. and Class of Shares
SelectBuild Construction, Inc.	2	1999	100
BMC West Corporation	1	09/23/97	100

BMC West Corporation

Subsidiary and Percentage Ownership Interest	Certificate No.	Certificate Date	No. and Class of Shares
Illinois Framing, Inc.	001	09/02/08	100

SelectBuild Construction, Inc.

Subsidiary and Percentage Ownership Interest	Certificate No.	Certificate Date	No. and Class of Shares
C Construction, Inc.	002	03/03/08	100
TWF Construction, Inc.	001	09/26/05	100
H.N.R. Framing Systems, Inc.	005	10/17/05	10,000
SelectBuild Nevada, Inc.	001	06/01/07	100
SelectBuild Southern California, Inc.	001	08/15/07	100
SelectBuild Northern California, Inc.	001	08/09/07	100

2. **Pledged Debt**

None

SCHEDULE 4
to the Security Agreement

Filing Offices

See Schedule 1.3

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Collateral Description

A = Accounts
E(S) = Equipment (specified items only)
E(C) = Equipment (all items sold, leased or financed under specific contract)
E(A) = Equipment (all equipment)
B = Blanket
O = Other

UPDATED: 6/16/2009
3:09 PM

BUILDING MATERIALS HOLDING CORPORATION C/M # 08299-00071						
ACTIVE FINANCING STATEMENT SEARCH SUMMARY CHART						
DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO. FILE DATE	COLLATERAL DESCRIPTION	COMMENT
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 5400 LBJ Freeway, Suite 1280 Dallas, TX 75240	Initial (Lease) 10544705 06/08/01	Not available	No copy of UCC's provided with search report
				Amendment 61584994 05/10/06		
				Continuation 61585009 05/10/06		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 5400 LBJ Freeway, Suite 1280 Dallas, TX 75240	Initial 10785316 07/24/01	Not available	No copy of UCC's provided with search report
				Continuation 62088235 06/19/06		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 5400 LBJ Freeway, Suite 1280 Dallas, TX 75240	Initial (Lease) 10890413 08/01/01	Not available	No copy of UCC's provided with search report
				Continuation 62233385 06/28/06		

Collateral Description

A = Accounts

E(S) = Equipment (specified items only)

E(C) = Equipment (all items sold, leased or financed under specific contract)

E(A) = Equipment (all equipment)

B = Blanket

O = Other

UPDATED: 6/16/2009
3:09 PM

DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO/ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
Building Materials Holding Corporation	Delaware SOS	02/12/08	Wells Fargo Bank, NA 420 Montgomery Street, 9th Fl San Francisco, CA 94104	Initial 10963699 09/05/01	Not available	No copy of UCC's provided with search report
BMC West Corporation				Amendment 10974555 09/06/01		Removed Bank of America, N.A., as Agent as Secured Party
BMC West Corporation Southcentral				Amendment 20972046 04/19/02		
BMCW, LLC				Amendment 30136518 01/16/03		
BMC Construction, Inc.				Amendment 32210386 08/25/03		
				Amendment 32210444 08/25/03		
				Amendment 32210972 08/25/03		
				Continuation 61131721 04/04/06		

Collateral Description

A = Accounts

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E(C) = Equipment (all items sold, leased or financed under specific contract)

E(A) = Equipment (all equipment)

B = Blanket

O = Other

UPDATED: 6/16/2009
3:09 PM

DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO / FILE DATE	COLLATERAL DESCRIPTION	COMMENT
				Amendment 61148485 04/05/06		Removed BMC Framing, Inc. as debtor
				Amendment 73637989 09/26/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 5400 LBJ Freeway, Suite 1280 Dallas, TX 75240	Initial (Lease) 11273940 10/09/01	Not available	No copy of UCC's provided with search report
				Continuation 62811974 08/14/06		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 5400 LBJ Freeway, Suite 1280 Dallas, TX 75240	Initial 20348122 01/16/02	Not available	No copy of UCC's provided with search report
				Continuation 63566296 10/14/06		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporate Systems 260 Long Ridge Road Stamford, CT 06927	Initial (Lease) 20417820 01/24/02	Not available	No copy of UCC's provided with search report
				Continuation 63764289 10/28/06		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 5400 LBJ Freeway, Suite 1280 Dallas, TX 75240	Initial 21110091 05/03/02	Not available	No copy of UCC's provided with search report

Collateral Description

A = Accounts

E(S) = Equipment (specified items only)

E(C) = Equipment (all items sold, leased or financed under specific contract)

E(A) = Equipment (all equipment)

B = Blanket

O = Other

UPDATED: 6/16/2009
3:09 PM

DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO / FILE DATE	COLLATERAL DESCRIPTION	COMMENT
				Continuation 70036557 01/04/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 5400 LBJ Freeway, Suite 1280 Dallas, TX 75240	Initial 21152044 05/08/02	Not available	No copy of UCC's provided with search report
				Continuation 70332394 01/26/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 5400 LBJ Freeway, Suite 1280 Dallas, TX 75240	Initial 21192172 05/13/02	Not available	No copy of UCC's provided with search report
				Continuation 70333541 01/26/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation, as Agent 16479 Dallas Parkway #300 Addison, TX 75001- 2512	Initial (Lease) 21509037 06/19/02	Not available	No copy of UCC's provided with search report
				Continuation 70567023 02/13/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation, as Agent 16479 Dallas Parkway #300 Addison, TX 75001- 2512	Initial (Lease) 21546187 06/24/02	Not available	No copy of UCC's provided with search report

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001- 2512	Continuation 70636935 02/19/07 Initial 21634348 07/03/02	Not available	No copy of UCC's provided with search report
				Amendment 30339948 01/29/03		
				Continuation 70832625 03/06/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001- 2512	Initial 21785181 07/19/02	Not available	No copy of UCC's provided with search report
				Continuation 71114918 03/26/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001- 2512	Initial (Lease) 21855364 07/26/02	Not available	No copy of UCC's provided with search report
				Continuation 71114908 03/26/07		

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO / FILE DATE	COLLATERAL DESCRIPTION	COMMENT
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial 21855398 07/26/02	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial (Lease) 21884141 07/30/02	Not available	No copy of UCC's provided with search report
				Continuation 71119402 03/26/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial 22087744 08/16/02	Not available	No copy of UCC's provided with search report
				Continuation 71311116 04/09/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial 22087751 08/16/02	Not available	No copy of UCC's provided with search report
				Continuation 71311108 04/09/07		

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001- 2512	Initial 2221692 09/03/02	Not available	No copy of UCC's provided with search report
				Continuation 71408540 04/16/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001- 2512	Initial (Lease) 22229692 09/04/02	Not available	No copy of UCC's provided with search report
				Continuation 71409100 04/16/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001- 2512	Initial 22229700 09/04/02	Not available	No copy of UCC's provided with search report
				Continuation 71409050 04/16/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001- 2512	Initial (Lease) 22229767 04/16/07	Not available	No copy of UCC's provided with search report
				Continuation 71409084 04/16/07		

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial 22498099 10/03/02	Not available	No copy of UCC's provided with search report
				Continuation 71861904 05/17/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial (Lease) 22525388 10/07/02	Not available	No copy of UCC's provided with search report
				Continuation 71861961 05/17/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial 22578478 10/08/02	Not available	No copy of UCC's provided with search report
				Continuation 71861516 05/17/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial (Lease) 22660342 10/22/02	Not available	No copy of UCC's provided with search report
				Continuation 72085503 06/04/07		

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Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial (Lease) 22685026 10/24/02	Not available	No copy of UCC's provided with search report
				Continuation 72085511 06/04/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial 22784100 10/25/02	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial 23035007 12/04/02	Not available	No copy of UCC's provided with search report
				Continuation 73348090 09/04/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial 23071127 12/09/02	Not available	No copy of UCC's provided with search report
				Continuation 73080446 08/14/07		

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Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial 232710008 12/31/02	Not available	No copy of UCC's provided with search report
				Continuation 73080438 08/14/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial 30315518 01/21/03	Not available	No copy of UCC's provided with search report
				Continuation 73553509 09/20/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 3224734 01/24/03	Not available	No copy of UCC's provided with search report
				Continuation 73537742 09/19/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 30361199 02/10/03	Not available	No copy of UCC's provided with search report
				Continuation 73565784 09/20/07		

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 30604978 03/12/03	Not available	No copy of UCC's provided with search report
				Continuation 73796421 10/09/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001- 2512	Initial (Lease) 30955016 04/11/03	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 30961410 04/14/03	Not available	No copy of UCC's provided with search report
				Continuation 74875380 12/27/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 31021313 04/21/03	Not available	No copy of UCC's provided with search report
				Continuation 74875372 12/27/07		

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 31136673 05/02/03	Not available	No copy of UCC's provided with search report
				Continuation 74875364 12/27/07		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial 31253832 05/15/03	Not available	No copy of UCC's provided with search report
				Continuation 80369817 01/30/08		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial 31418596 06/04/03	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial 31442527 06/06/03	Not available	No copy of UCC's provided with search report
				Continuation 80369940 01/30/08		

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 31593428 06/24/03	Not available	No copy of UCC's provided with search report
				Continuation 80173177 01/15/08		
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 31823460 07/17/03	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial 32066952 08/08/03	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial 32067026 08/08/03	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 32135831 08/16/03	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 32135849 06/16/03	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Wells Fargo Bank, NA 420 Montgomery Street, 9th Fl San Francisco, CA 94104	Initial 32212101 08/25/03	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 32425083 09/18/03	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 32579327 10/03/03	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 32789694 10/24/03	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 32789850 10/24/03	Not available	No copy of UCC's provided with search report

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				Termination 32790288 10/24/03		
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 32863499 10/31/03	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 32996257 11/14/03	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 33125146 11/26/03	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 33366666 12/22/03	Not available	No copy of UCC's provided with search report
				Termination 33370601 12/22/03		
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 40085235 01/13/04	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 40250136 01/30/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 40342073 02/09/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 40370140 02/11/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Herc Exchange, LLC 3817 Northwest Expressway Oklahoma City, OK 73112	Initial 40376261 02/11/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 40417495 02/16/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 16479 Dallas Parkway #300 Addison, TX 75001-2512	Initial 40431561 02/17/04	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 40604423 03/03/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 40689531 03/11/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 40740755 03/17/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 40890980 03/30/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 41053521 04/14/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 41082934 04/19/04	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 41165275 04/27/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 41223520 05/03/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 41361437 05/17/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 41570623 06/08/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 41589797 06/09/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 41590274 06/09/04	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 41643503 06/15/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 41698523 06/21/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 41763269 06/25/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 41885286 07/07/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 41987371 07/15/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 42044933 07/21/04	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 42274662 08/12/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 42313627 08/17/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 42416040 08/26/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 42515155 09/08/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 42657866 09/22/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 42658104 09/22/04	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 42696740 09/27/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 42772988 10/04/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 42869917 10/13/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 43059831 10/29/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 43090232 11/03/04	Not available	No copy of UCC's provided with search report
				Amendment 50417726 02/07/05		

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 43231091 11/16/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 43283464 11/22/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 43451731 12/08/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 43504877 12/13/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 43505064 12/13/04	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 43580745 12/20/04	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 50007162 01/03/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 50219494 01/20/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 50356973 02/02/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 50447764 02/09/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 50581596 02/23/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 50628488 02/28/05	Not available	No copy of UCC's provided with search report

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO/ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
Building Materials Holding Corporation	Delaware SOS	02/12/08	Geico Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 50697905 03/04/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Geico Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 50767377 03/10/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Geico Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 50826561 03/16/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Geico Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 50842766 03/17/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Geico Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 50915620 03/24/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Geico Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 51081166 04/08/05	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 51200055 04/19/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 51339903 05/02/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 51432948 05/10/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 51503938 05/16/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 51577858 05/23/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 51629634 05/26/05	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 51642108 05/27/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 51708453 06/03/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 51711432 06/03/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 51824508 06/14/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 51825604 06/14/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 51885483 06/20/05	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Geico Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 520055545 06/29/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Geico Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 52008010 06/29/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Wells Fargo Bank, National Association, As Administrative Agent 420 Montgomery Street MAC A 0101-096 San Francisco, CA 94104	Initial 52032598 06/30/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Wells Fargo Bank, National Association, As Administrative Agent 420 Montgomery Street MAC A 0101-096 San Francisco, CA 94104	Initial 52033000 06/30/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Geico Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 52145390 07/13/05	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation BMC West Corporation	Delaware SOS	02/12/08	Mitek Industries, Inc. 14515 North Outer Forty Road Suite 300 Chesterfield, MO 63017	Initial 52398148 08/03/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 52481639 08/10/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 52515741 08/12/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 52607977 08/22/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 52738426 09/02/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 52844315 09/14/05	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 52966415 09/26/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 53197051 10/17/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 53332930 10/26/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 53620870 11/22/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 53683969 11/30/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 53743656 12/05/05	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 53895001 12/15/05	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 60060707 01/06/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 60217026 01/19/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation BMC West Corporation	Delaware SOS	02/12/08	Whirlpool Corporation 500 Momany Drive Saint Joseph, MI 49085	Initial 60265314 01/18/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 60347161 01/30/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 60659029 02/24/06	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 60799866 03/08/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 60821678 03/09/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 60969451 03/22/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 61006048 03/24/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 61188366 04/10/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 61190198 04/10/06	Not available	No copy of UCC's provided with search report

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				Amendment 62933265 08/22/06		
Building Materials Holding Corporation	Delaware SOS	02/12/08	General Electric Capital Corporation 5400 LBJ Freeway, Suite 1280 Dallas, TX 75240	Initial 61852718 05/10/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 61660125 05/16/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 61660331 05/16/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 61703735 05/19/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 61867571 05/31/06	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 62034031 06/14/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 62034510 06/14/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 62088524 06/19/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 62088524 06/19/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 62231462 06/28/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 62231504 06/28/06	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Geico Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 62231504 06/28/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Geico Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 62306074 06/29/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Geico Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 62394773 07/12/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Geico Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 62629954 07/31/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Geico Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 62853307 08/16/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Geico Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 63206612 09/18/06	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Geico Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 63753563 10/10/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Geico Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 63944592 11/13/06	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Wells Fargo Bank, National Association, As Administrative Agent 420 Montgomery Street MAC A 0101-096 San Francisco, CA 94104	Initial 63954831 11/13/06	Not available	No copy of UCC's provided with search report
BMC West Corporation						
BMC West Corporation Southcentral						
BMCW, LLC						
KBI Construction, LLC						
KBI Norcal Windows, Inc.						
KBI Stucco, Inc.						
BMC Realty, Inc.						
C Construction, Inc.						
FSC Construction, Inc.						
KBI Windows, Inc.						
TWF Construction, Inc.						
				Amendment 71700276 05/04/07		

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				Amendment 72471398 06/28/07		
				Amendment 73358354 08/31/07		
				Amendment 73358438 08/31/07		
				Amendment 73638094 09/26/07		
				Amendment 74455423 11/21/07		
				Amendment 74455514 11/21/07		
				Amendment 74458062 11/21/07		
				Amendment 74826888 12/20/07		
				Amendment 74828538 12/20/07		
Building Materials Holding Corporation BMC West Corporation	Delaware SOS	02/12/08	Wells Fargo Bank, National Association, As Administrative Agent 420 Montgomery Street MAC A 0101-096 San Francisco, CA 94104	Initial 64092540 11/21/06	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 6431522 12/11/06	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation BMC West Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 70009000 01/02/07	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation Selectbuild Construction, Inc.	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 70117480 01/10/07	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation BMC West Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 70279017 01/23/07	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation Selectbuild Construction, Inc.	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 70374636 01/30/07	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation BMC West Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 70527605 02/09/07	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation Selectbuild Construction, Inc.	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 70527886 02/09/07	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation Selectbuild Construction, Inc.	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 70950054 03/13/07	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation BMC West Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 71013845 03/19/07	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation BMC West Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 71404937 04/09/07	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation BMC West Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 71584795 04/27/07	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation BMC West Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 71927283 05/22/07	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation Selectbuild Construction, Inc.	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 72105053 06/05/07	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation BMC West Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 72133907 06/07/07	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation Selectbuild Construction, Inc.	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 72367190 06/21/07	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation BMC West Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 72395563 06/25/07	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation BMC West Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 72510070 07/02/07	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation BMC West Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 73164224 08/20/07	Not available	No copy of UCC's provided with search report

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Building Materials Holding Corporation BMC West Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 73376547 09/05/07	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation BMC West Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 73576385 09/21/07	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 73706990 10/02/07	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation BMC West Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 73980447 10/22/07	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation BMC West Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 74225867 11/06/07	Not available	No copy of UCC's provided with search report
Building Materials Holding Corporation BMC West Corporation	Delaware SOS	02/12/08	Gelco Corporation DBA GE Capital Fleet Services 3 Capital Drive Eden Prairie, MN 55344	Initial 80070001 01/07/08	Not available	No copy of UCC's provided with search report

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BMC Framing, Inc.	Delaware SOS	02/04/08	Bank of America, N.A., as Agent Diversified Industries #9994, 555 California Street, 41st Floor, San Francisco, CA 94104	Initial 10963699 09/05/01	Not available	No copy of UCCs provided with search report
BMC West Corporation			Wells Fargo Bank, N.A., as Agent 420 Montgomery Street, 9th Floor, San Francisco, CA 94104			
Building Materials Holding Corporation						
BMC West Corporation Southcentral						
BMCW, LLC BMC Construction, Inc.						
			Amendment 10974555 09/06/01			
			Amendment 20972046 04/19/02			
			Amendment 30136518 01/16/03			
			Amendment 32210386 08/25/03			
			Amendment 32210972 08/25/03			
			Continuation 61131721 04/04/06			
			Amendment 61148485 04/05/06			

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			Amendment 73637989 09/26/07			
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., 7659 SW Mohawk Street, Tualatin, OR 97062	Initial 21047988 04/26/02	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	U.S. Bancorp Equipment Finance, Inc., PO Box 2177, Tualatin, OR 97062	Initial 21353311 05/31/02	Not available	No copy of UCCs provided with search report
				Amendment 30136567 01/16/03		
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 2177, Tualatin, OR 97062	Initial 22373573 09/20/02	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	U.S. Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281- 0789	Initial 30577034 03/10/03	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281- 0789	Initial 31153694 05/05/03	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281- 0789	Initial 31975054 07/31/03	Not available	No copy of UCCs provided with search report

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BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281- 0789	Initial 31975104 07/31/03	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	Wells Fargo Bank, National Association, as administrative Agent, 420 Montgomery Street, 9th Floor, San Francisco, CA 94104	Initial 32211905 08/25/03	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 40294878 02/04/04	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 40294886 02/04/04	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 4024951 02/04/04	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 40294969 02/04/04	Not available	No copy of UCCs provided with search report

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BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 40294977 02/04/04	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 40294985 02/04/04	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 40294993 02/04/04	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 40295008 02/04/04	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 40795155 03/22/04	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 40795163 03/22/04	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 40795239 03/22/04	Not available	No copy of UCCs provided with search report

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BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 40795296 03/22/04	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 40795338 03/22/04	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 40849648 03/25/04	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 40043944 04/13/04	Not available	No copy of UCCs provided with search report
				Termination 52992122 09/27/05		
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 41043969 04/13/04	Not available	No copy of UCCs provided with search report
				Termination 52992171 09/27/05		
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 41043977 04/13/04	Not available	No copy of UCCs provided with search report

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BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Termination 52992197 09/27/05 Initial 41043985 04/13/04	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Termination 52992155 09/27/05 Initial 41043993 04/13/04	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Termination 52992130 09/27/05 Initial 41313453 05/11/04	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 43176924 11/10/04	Not available	No copy of UCCs provided with search report
				Termination 61957745 06/08/06		

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BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 50113085 01/11/05	Not available	No copy of UCCs provided with search report
				Termination 63160462 09/13/06		
				Termination 72395779 06/25/07		
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 50908013 03/23/05	Not available	No copy of UCCs provided with search report
				Termination 63160470 09/13/06		
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 50908237 03/23/05	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 51311712 04/28/05	Not available	No copy of UCCs provided with search report
				Amendment 51452862 05/11/05		
				Termination 63160488 09/13/06		

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BMC West Corporation	Delaware SOS	02/04/08	US Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 51311753 04/28/05	Not available	No copy of UCCs provided with search report
				Termination 63312501 09/26/06		
BMC West Corporation	Delaware SOS	02/04/08	Wells Fargo Bank, National Association, as Administrative Agent, 420 Montgomery Street, MAC A0101-096, San Francisco, CA 94104	Initial 52032622 06/30/05	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	Wells Fargo Bank, National Association, as Administrative Agent, 420 Montgomery Street, MAC A0101-096, San Francisco, CA 94104	Initial 52033034 06/30/05	Not available	No copy of UCCs provided with search report
				Amendment 73638078 09/26/07		
BMC West Corporation	Delaware SOS	02/04/08	SCM Group USA, Inc., 2475 Satellite Blvd., Duluth, GA 30096	Initial 52336635 07/25/05	Not available	No copy of UCCs provided with search report
				Termination 53360683 10/28/05		

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BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/04/08	Mitek Industries, Inc., 14515 North Outer Forty Road, Suite 300, Chesterfield, MO 63017	Initial 52398148 08/03/05	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	U.S. Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 52803337 09/09/05	Not available	No copy of UCCs provided with search report
				Termination 70354653 01/29/07		
BMC West Corporation	Delaware SOS	02/04/08	U.S. Bancorp, 1310 Madrid Street, Ste. 101, Marshall, MN 56258	Initial 53116853 10/07/05		
BMC West Corporation	Delaware SOS	02/04/08	U.S. Bancorp Equipment Finance, Inc., PO Box 230789, Portland, OR 97281	Initial 53267938 10/20/05	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	Paper Material Handling, 9892 40th Ave. South, Seattle, WA 98118	Initial 53457489 11/07/05	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	United Rentals Highway Technologies, Inc., PO Box 16480, Missoula, MT 59808	Initial 60083279 01/10/06	Not available	No copy of UCCs provided with search report
				Termination 60749911 03/03/06		

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BMC West Corporation	Delaware SOS	02/04/08	Whirlpool Corporation, 500 Momany Drive, Saint Joseph, MI 49085	Initial 60265314 01/18/06	Not available	No copy of UCCs provided with search report (Missing portion of ZIP code)
BMC West Corporation	Delaware SOS	02/04/08	Greatamerica Leasing Corporation, PO Box 609, Cedar Rapids, IA 52406	Initial 63551181 10/13/06	Not available	No copy of UCCs provided with search report
BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Capital Fleet Services, 3 Capital Drive, Eden Prairie MN 55344	Initial 63753563 10/10/06	Not available	No copy of UCCs provided with search report
BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Capital Fleet Services, 3 Capital Drive, Eden Prairie MN 55344	Initial 63944592 11/13/06	Not available	No copy of UCCs provided with search report

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BMC West Corporation Building Materials Holding Corporation BMC West Corporation Southcentral BMCW, LLC KBI Construction, LLC KBI Norcal Windows, Inc. KBI Stucco, Inc. BC Realty, Inc. C Construction, Inc. FSC Construction, Inc. KBI Windows, Inc. TWF Construction, Inc.	Delaware SOS	02/04/08	Wells Fargo Bank, National Association, as Administrative Agent for Itself and Other Secured parties, 420 Montgomery St., MAC A0101-096, San Francisco, CA 94104	Initial 63954831 11/13/06	Not available	No copy of UCCs provided with search report

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Selectbuild Nevada, LLC						
Selectbuild Northern California, Inc.						
Selectbuild Distribution, Inc.						
A-1 Building Components, LLC						
Selectbuild Southern California, Inc.						
Selectbuild Mid- Atlantic, LLC						
Selectbuild Trim, LLC						
				Amendment 71700276 05/04/07		
				Amendment 72471398 06/28/07		
				Amendment 73358354 08/31/07		
				Amendment 73358438 08/31/07		
				Amendment 73638094 09/26/07		

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				Amendment 74455423 11/21/07		
				Amendment 74455514 11/21/07		
				Amendment 74458062 11/21/07		
				Amendment 74826888 12/20/07		
				Amendment 74828538 12/20/07		
BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/04/08	Wells Fargo Bank, National Association, as Administrative Agent for Itself and Other Secured parties, 420 Montgomery St., MAC A0101-096, San Francisco, CA 94104	Initial 64092540 11/21/06	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/12/08	Gelco Corporation dba GE Fleet Services, Three Capital Drive, Eden Prairie MN 55344	Initial 64345377 12/12/06	Not available	No copy of UCCs provided with search report
BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/12/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie MN 55344	Initial 70009000 01/02/07	Not available	No copy of UCCs provided with search report

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BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie MN 55344	Initial 70279017 01/23/07	Not available	No copy of UCCs provided with search report
BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie MN 55344	Initial 70527605 02/09/07	Not available	No copy of UCCs provided with search report
BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie MN 55344	Initial 71013845 03/19/07	Not available	No copy of UCCs provided with search report
BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie MN 55344	Initial 71404937 04/09/07	Not available	No copy of UCCs provided with search report
BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie MN 55344	Initial 71584795 04/27/07	Not available	No copy of UCCs provided with search report
BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie MN 55344	Initial 71927283 05/22/07	Not available	No copy of UCCs provided with search report
BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie MN 55344	Initial 72133907 06/07/07	Not available	No copy of UCCs provided with search report

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BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie MN 55344	Initial 72395563 06/25/07	Not available	No copy of UCCs provided with search report
BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, Three Capital Drive, Eden Prairie MN 55344	Initial 72510070 07/02/07	Not available	No copy of UCCs provided with search report
BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie MN 55344	Initial 73164224 08/20/07	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, Three Capital Drive, Eden Prairie MN 55344	Initial 73297008 08/29/07	Not available	No copy of UCCs provided with search report
BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie MN 55344	Initial 73376547 09/05/07	Not available	No copy of UCCs provided with search report
BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie MN 55344	Initial 73576385 09/21/07	Not available	No copy of UCCs provided with search report
BMC West Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, Three Capital Drive, Eden Prairie MN 55344	Initial 73706982 10/02/07	Not available	No copy of UCCs provided with search report

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie MN 55344	Initial 73980447 10/22/07	Not available	No copy of UCCs provided with search report
BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie MN 55344	Initial 74225867 11/6/17	Not available	No copy of UCCs provided with search report
BMC West Corporation Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie MN 55344	Initial 80070001 01/07/08	Not available	No copy of UCCs provided with search report
American Plumbing & Mechanical, Inc.	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie MN 55344	Initial 31021206 04/21/03	E(S)	
Selectbuild Construction, Inc.				Amendment 31041782 04/23/03	Restated collateral	New equipment
				Amendment 80110237 01/09/08		Removed KBI Construction, LLC as Debtor and replaced with Selectbuild Construction, Inc.
				Continuation 20110385 01/09/08		

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
BMC West Corporation Building Materials Holding Corporation BMC West Corporation Southcentral BMCW, LLC KBI Norcal Windows, Inc. KBI Stucco, Inc. BMC Realty, Inc. C Construction, Inc. FSC Construction, Inc. KBI Windows, Inc. TWF Construction, Inc. Selectbuild Construction, Inc.	Delaware SOS	02/04/08	Wells Fargo Bank, National Association, as Administrative Agent and for itself and other Secured Parties, 420 Montgomery St., MAC A0101-096, San Francisco, CA 94104	Initial 63954831 11/13/06	B	
				Amendment 71700276 05/04/07		Removed KBI Construction, LLC as Debtor and replaced with SelectBuild Nevada, LLC

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
				Amendment 72471398 06/28/07		Added SelectBuild Northern California, Inc. as Debtor
				Amendment 73358354 06/31/07		Removed SelectBuild Nevada, LLC, as Debtor. Name changed to SelectBuild Nevada, Inc.
				Amendment 73358438 08/31/07		Removed SelectBuild Distribution, LLC, as Debtor. Name changed to SelectBuild Distribution, Inc.
				Amendment 73638094 09/26/07		Specific collateral deleted
				Amendment 74455423 11/21/07		Added SelectBuild Southern California, Inc. as Debtor
				Amendment 74455514 11/21/07		Added A-1 Building components, LLC as Debtor
				Amendment 74458062 11/21/07		Added SelectBuild Mid-Atlantic, LLC as Debtor
				Amendment 74826888 12/20/07		Deletion of collateral
				Amendment 74828538 12/20/07		Added SelectBuild Trim, LLC as Debtor
Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie, MN 55344	Initial 70117480 01/10/07	ES	
Selectbuild Construction, Inc.						

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
Selectbuild Construction, Inc. Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie, MN 55344	Initial 70374636 01/30/07	ES	
Selectbuild Construction, Inc. Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie, MN 55344	Initial 70527886 02/09/07	ES	
Selectbuild Construction, Inc. Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie, MN 55344	Initial 70950054 03/13/07	ES	
Selectbuild Construction, Inc. Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie, MN 55344	Initial 72105053 06/05/07	ES	
Selectbuild Construction, Inc. Building Materials Holding Corporation	Delaware SOS	02/04/08	Gelco Corporation dba GE Fleet Services, 3 Capital Drive, Eden Prairie, MN 55344	Initial 72367190 06/21/07	ES	
C Construction, Inc.	Delaware SOS	02/04/08	Wells Fargo Bank 420 Montgomery Street, MAC A0101-096 San Francisco, CA 94104	Initial 62289700 06/29/06	B	

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Building Materials Holding Corporation	Delaware SOS	02/04/08	Wells Fargo Bank 420 Montgomery Street, MAC A0101-096 San Francisco, CA 94104	Initial 63954831 11/13/06	B	
BMC West Corporation						
BMC West Corporation Southcentral						
BMCW, LLC						
SelectBuild Nevada, Inc.						
KBI Norcal Windows, Inc.						
KBI Stucco, Inc.						
BMC Realty, Inc.						
C Construction, Inc.						
FSC Construction, Inc.						

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
TWF Construction, Inc.	"	"	"	"	"	"
SelectBuild Construction, Inc.	"	"	"	"	"	"
SelectBuild Florida, LLC	"	"	"	"	"	"
SelectBuild Distribution, Inc.	"	"	"	"	"	"
SelectBuild Arizona, LLC	"	"	"	"	"	"
SelectBuild Northern California, Inc.	"	"	"	"	"	"
SelectBuild Southern California, Inc.	"	"	"	"	"	"
A-1 Building Components, LLC	"	"	"	"	"	"
Selec	"	"	"	"	"	"
				Amendment 20071700276 05/04/07		Name change from KBI Construction, LLC to SelectBuild Nevada, LLC
				Amendment 20072471398 06/28/07		Addition of Debtor SelectBuild Northern California, Inc.

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO/ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
				Amendment 20073358354 08/31/07		Name change from SelectBuild Nevada, LLC (formerly KBI Construction LLC) to SelectBuild Nevada, Inc.
				Amendment 20073358438 08/31/07		Name change from SelectBuild Distribution, LLC to SelectBuild Distribution, Inc.
				Amendment 20073638094 09/26/07		Partial lien release by Secured Party
				Amendment 20074455423 11/21/07		Addition of Debtor SelectBuild Southern California, Inc.
				Amendment 20074455514 11/21/07		Addition of Debtor A-1 Building Components, LLC
				Amendment 20074458062 11/21/07		Addition of Debtor SelectBuild Mid-Atlantic, LLC
				Amendment 20074826888 12/20/07		Partial collateral deletion
				Amendment 20074828538 12/20/07		Addition of Debtor SelectBuild Trim, LLC
C Construction, Inc.	Delaware SOS	02/04/08	U.S. Bank N.A. 222 2nd Ave. SE Cedar Rapids, IA 52401 Central Forest Products, Inc. 1804 Tasler Drive Webster City, I	Initial 20074426184 11/19/07	E(S)	

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TWF Construction, Inc.	Delaware SOS	02/04/08	Wells Fargo Bank 420 Montgomery Street MAC A0101-096 San Francisco, CA 94104	Initial 62290831 06/29/06	B	
SelectBuild Nevada Inc.	Delaware SOS	02/04/08	US Bancorp 1310 Madrid Street Marshall, MN 56258	Initial 20073514055 09/17/07	Not noted	
SelectBuild Nevada Inc.	Delaware SOS	02/04/08	NMHG Financial Services, Inc. 10 Riverview Drive Danbury, CT 06810	Initial 61235431 04/12/06	B	
				Amendment 20080276632 01/23/08		Name change from KBI Construction, LLC to SelectBuild Nevada, Inc.
KBI Stucco, Inc. (fka Ecker Enterprises, Inc.)	Delaware SOS	02/04/08	Banc One Leasing Corporation 1111 Polaris Pkwy, Suite A-3 Columbus, OH 43240	Initial 21512924 05/22/02	E(S)	
				Amendment 20071292910 04/06/2007		Change Debtor to KBI Stucco, Inc.
				Continuation 20071292944 04/06/07		
				Amendment 22040008 08/05/02		Add equipment to Collateral Description
				Amendment 22040321 08/05/02		Add equipment to Collateral Description
				Amendment 22042962 08/05/02		Add equipment to Collateral Description

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
				Amendment 22302754 09/09/02		Add equipment to Collateral Description
				Amendment 21512924 09/09/02		Add equipment to Collateral Description
				Amendment 22404501 09/18/02		Add equipment to Collateral Description
				Amendment 22435489 09/20/02		Add equipment to Collateral Description
				Amendment 22756330 10/23/02		Add equipment to Collateral Description
				Amendment 23071671 11/22/02		Add equipment to Collateral Description
				Amendment 30101587 12/24/02		Add equipment to Collateral Description
				Amendment 30157027 01/02/03		Add equipment to Collateral Description
				Amendment 30547201 02/03/03		Add equipment to Collateral Description
				Amendment 30842644 03/28/03		Add equipment to Collateral Description
				Amendment 31775199 06/04/03		Add equipment to Collateral Description

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
				Amendment 32155599 08/01/03		Add equipment to Collateral Description
KBI Stucco, Inc. (fka Ecker Enterprises, Inc.)	Delaware SOS	02/04/08	Banc One Leasing Corporation 1111 Polaris Pkwy, Suite A-3 Columbus, OH 43240	Initial 22526154 09/30/02	E(S)	
				Continuation 20072737129 07/20/07		
				Amendment 20072879665 07/31/07		Change Debtor to KBI Stucco, Inc.
KBI Stucco, Inc. (fka Ecker Enterprises, Inc.)	Delaware SOS	02/04/08	Banc One Leasing Corporation 1111 Polaris Pkwy, Suite A-3 Columbus, OH 43240	Initial 31591521 05/21/03	E(S)	
				Amendment 20071292936 04/06/07		Change Debtor to KBI Stucco, Inc.
				Amendment 32155482 08/01/03		Add equipment to Collateral Description
KBI Stucco, Inc.	Delaware SOS	02/04/08	Wells Fargo Bank, National Association 420 Montgomery Street, MAC A0101- 096 San Francisco, CA 94104	Initial 52033489 06/30/05	B	

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
Building Materials Holding Corporation	Delaware SOS	02/04/08	Wells Fargo Bank, National Association 420 Montgomery Street, MAC A0101- 096 San Francisco, CA 94104	Initial 63954831 11/13/06	B	
SelectBuild Northern California, Inc.						
BMC West Corporation						
BMC West Corporation						
SouthCentral						
BMCW, LLC						
SelectBuild Construction, Inc.						
SelectBuild Nevada, Inc. (fka SelectBuild Nevada, LLC (fka KBI Construction, LLC))						
C Construction, Inc.						
KBI Norcal Windows, Inc.						
KBI Stucco, Inc.						
TWF Construction, Inc.						
				Amendment 20071700276 05/04/07		Change Debtor KBI Construction, LLC to SelectBuild Nevada, LLC

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
				Amendment 20072471398 06/28/07		Change Debtor Building Materials Holding Corporation to SelectBuild Northern California, Inc.
				Amendment 20073358354 08/31/07		Change Debtor SelectBuild Nevada, LLC to SelectBuild Nevada, Inc.
				Amendment 20073638094 09/26/07		Partial Lien Release
				Amendment 20074455423 11/21/07		Add Debtor SelectBuild Southern California, Inc.
				Amendment 20074455514 11/21/07		Add Debtor A-1 Building Components, LLC
				Amendment 20074458062 11/21/07		Add Debtor SelectBuild Mid- Atlantic, LLC
				Amendment 20074826888 12/20/07		Delete Part of Collateral Description
				Amendment 20074828538 12/20/07		Add Debtor SelectBuild Trim, LLC
KBI Windows, Inc.	Delaware SOS	02/04/08	Wells Fargo Bank, National Association 420 Montgomery Street, MAC A0101- 096 San Francisco, CA 94104	Initial 62290765 06/29/06	B	

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO. / FILE DATE	COLLATERAL DESCRIPTION	COMMENT
Building Materials Holding Corporation	Delaware SOS	02/04/08	Wells Fargo Bank, National Association 420 Montgomery Street, MAC A0101- 096 San Francisco, CA 94104	Initial 63954831 11/13/06	B	
SelectBuild Northern California, Inc.						
BMC West Corporation						
BMC West Corporation						
SouthCentral						
BMCW, LLC						
SelectBuild Construction, Inc.						
SelectBuild Nevada, Inc. (fka SelectBuild Nevada, LLC (fka KBI Construction, LLC))						
C Construction, Inc.						
KBI Norcal Windows, Inc.						
KBI Stucco, Inc.						
TWF Construction, Inc.						
				Amendment 63954831 05/04/07		Change Debtor KBI Construction, LLC to SelectBuild Nevada, LLC

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO/ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
				Amendment 63954831 05/04/07		Add Debtor SelectBuild Northern California, Inc.
				Amendment 63954831 08/31/07		Change Debtor SelectBuild Nevada, LLC to SelectBuild Nevada, Inc.
				Amendment 63954831 08/31/07		Change Debtor SelectBuild Distribution, LLC to SelectBuild Distribution, Inc.
				Amendment 20073638094 09/26/07		Partial Lien Release
				Amendment 20074455423 11/21/07		Add Debtor SelectBuild Southern California, Inc.
				Amendment 20074455514 11/21/07		Add Debtor A-1 Building Components, LLC
				Amendment 20074458062 11/21/07		Add Debtor SelectBuild Mid- Atlantic, LLC
				Amendment 20074826888 12/20/07		Delete Part of Collateral Description
				Amendment 20074828538 12/20/07		Add Debtor SelectBuild Trim, LLC

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO. FILE DATE	COLLATERAL DESCRIPTION	COMMENT
Building Materials Holding Corporation	Delaware SOS	02/04/08	Wells Fargo Bank, National Association 420 Montgomery Street, MAC A0101- 096 San Francisco, CA 94104	Initial 63954831 11/13/06	B	
SelectBuild Northern California, Inc.						
BMC West Corporation						
BMC West Corporation						
SouthCentral						
BMCW, LLC						
SelectBuild Construction, Inc.						
SelectBuild Nevada, Inc. (fka SelectBuild Nevada, LLC (fka KBI Construction, LLC))						
C Construction, Inc.						
KBI Norcal Windows, Inc.						
KBI Stucco, Inc.						
TWF Construction, Inc.						
				Amendment 63954831 05/04/07		Change Debtor KBI Construction, LLC to SelectBuild Nevada, LLC

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				Amendment 63954831 05/04/07		Add Debtor SelectBuild Northern California, Inc.
				Amendment 63954831 08/31/07		Change Debtor SelectBuild Nevada, LLC to SelectBuild Nevada, Inc.
				Amendment 63954831 08/31/07		Change Debtor SelectBuild Distribution, LLC to SelectBuild Distribution, Inc. Partial Lien Release
				Amendment 20073638094 09/26/07		
				Amendment 20074455423 11/21/07		Add Debtor SelectBuild Southern California, Inc.
				Amendment 20074455514 11/21/07		Add Debtor A-1 Building Components, LLC
				Amendment 20074458062 11/21/07		Add Debtor SelectBuild Mid- Atlantic, LLC
				Amendment 20074826888 12/20/07		Delete Part of Collateral Description
				Amendment 20074828538 12/20/07		Add Debtor SelectBuild Trim, LLC
SelectBuild Arizona, LLC	Delaware SOS	02/04/08	NMHG Financial Services, Inc. 10 Riverview Drive Danbury, CT 06810	Initial 20070839653	E(A)	

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
Building Materials Holding Corporation	Delaware SOS	02/04/08	Wells Fargo Bank, National Association 420 Montgomery Street, MAC A0101-096 San Francisco, CA 94104	Initial 63954831 11/13/06	B	
SelectBuild Northern California, Inc.						
BMC West Corporation						
BMC West Corporation SouthCentral						
BMCW, LLC						
SelectBuild Construction, Inc.						
SelectBuild Nevada, Inc. (fka SelectBuild Nevada, LLC (fka KBI Construction, LLC))						
C Construction, Inc.						
KBI Norcal Windows, Inc.						
KBI Stucco, Inc.						
TWF Construction, Inc.						
				Amendment 63954831 05/04/07		Change Debtor KBI Construction, LLC to SelectBuild Nevada, LLC

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
				Amendment 63954831 05/04/07		Add Debtor SelectBuild Northern California, Inc.
				Amendment 63954831 08/31/07		Change Debtor SelectBuild Nevada, LLC to SelectBuild Nevada, Inc.
				Amendment 63954831 08/31/07		Change Debtor SelectBuild Distribution, LLC to SelectBuild Distribution, Inc.
				Amendment 20073638094 09/26/07		Partial Lien Release
				Amendment 20074455423 11/21/07		Add Debtor SelectBuild Southern California, Inc.
				Amendment 20074455514 11/21/07		Add Debtor A-1 Building Components, LLC
				Amendment 20074458062 11/21/07		Add Debtor SelectBuild Mid- Atlantic, LLC
				Amendment 20074826888 12/20/07		Delete Part of Collateral Description
				Amendment 20074828538 12/20/07		Add Debtor SelectBuild Trm, LLC

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Building Materials Holding Corporation	Delaware SOS	02/04/08	Wells Fargo Bank, National Association 420 Montgomery Street, MAC A0101- 096 San Francisco, CA 94104	Initial 63954831 11/13/06	B	
SelectBuild Northern California, Inc.						
BMC West Corporation						
BMC West Corporation SouthCentral						
BMCW, LLC						
SelectBuild Construction, Inc.						
SelectBuild Nevada, Inc. (fka SelectBuild Nevada, LLC (fka KBI Construction, LLC))						
C Construction, Inc.						
KBI Norcal Windows, Inc.						
KBI Stucco, Inc.						
TWF Construction, Inc.						
				Amendment 63954831 05/04/07		Change Debtor KBI Construction, LLC to SelectBuild Nevada, LLC

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
				Amendment 63954831 05/04/07		Add Debtor SelectBuild Northern California, Inc.
				Amendment 63954831 08/31/07		Change Debtor SelectBuild Nevada, LLC to SelectBuild Nevada, Inc.
				Amendment 63954831 08/31/07		Change Debtor SelectBuild Distribution, LLC to SelectBuild Distribution, Inc.
				Amendment 20073638094 09/26/07		Partial Lien Release
				Amendment 20074455423 11/21/07		Add Debtor SelectBuild Southern California, Inc.
				Amendment 20074455514 11/21/07		Add Debtor A-1 Building Components, LLC
				Amendment 20074458062 11/21/07		Add Debtor SelectBuild Mid- Atlantic, LLC
				Amendment 20074826888 12/20/07		Delete Part of Collateral Description
				Amendment 20074828538 12/20/07		Add Debtor SelectBuild Trim, LLC
A-1 Building Components, LLC	Delaware SOS	02/04/08	Building Materials Holding Corporation Four Embarcadero Center, Suite 3250 San Francisco, CA 94111	Initial 42487595 09/02/04	B	

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A-1 Building Components, LLC	Delaware SOS	02/04/08	Alter Moneta Corporation 50 Lakefront Blvd., Suite 208 Buffalo, NY 14202	Initial 43695832 12/31/04	E(S)	In lieu
A-1 Building Components, LLC	Delaware SOS	02/04/08	LaSalle National Leasing Corporation One West Pennsylvania Ave. Towson, MD 21204	Initial 54005154 12/23/05	E(S)	

Collateral Description

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UPDATED: 6/16/2009
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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
Building Materials Holding Corporation	Delaware SOS	02/04/08	Wells Fargo Bank, National Association 420 Montgomery Street, MAC A0101- 096 San Francisco, CA 94104	Initial 63954831 11/13/06	B	
SelectBuild Northern California, Inc.						
BMC West Corporation						
BMC West Corporation						
SouthCentral						
BMCW, LLC						
SelectBuild Construction, Inc.						
SelectBuild Nevada, Inc. (fka SelectBuild Nevada, LLC (fka KBI Construction, LLC))						
C Construction, Inc.						
KBI Norcal Windows, Inc.						
KBI Stucco, Inc.						
TWF Construction, Inc.						
				Amendment 63954831 05/04/07		Change Debtor KBI Construction, LLC to SelectBuild Nevada, LLC

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
				Amendment 63954831 05/04/07		Add Debtor SelectBuild Northern California, Inc.
				Amendment 63954831 08/31/07		Change Debtor SelectBuild Nevada, LLC to SelectBuild Nevada, Inc.
				Amendment 63954831 08/31/07		Change Debtor SelectBuild Distribution, LLC to SelectBuild Distribution, Inc.
				Amendment 20073638094 09/26/07		Partial Lien Release
				Amendment 20074455423 11/21/07		Add Debtor SelectBuild Southern California, Inc.
				Amendment 20074455514 11/21/07		Add Debtor A-1 Building Components, LLC
				Amendment 20074458062 11/21/07		Add Debtor SelectBuild Mid- Atlantic, LLC
				Amendment 20074826888 12/20/07		Delete Part of Collateral Description
				Amendment 20074828538 12/20/07		Add Debtor SelectBuild Trim, LLC
H.N.R. Framing Systems, Inc.	California SOS	02/06/08	Grossmont Bank El Cajon Office 1024 Graves Avenue P.O. Box 1004 El Cajon, CA 92022	Initial 93155101 07/30/93	B	
				Cont 98049C0234 02/09/98		continuation

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
				Cont 03206C0412 07/23/03		continuation
				Termination 06-70712166 05/23/06		termination
H.N.R. Framing Systems, Inc.	California SOS	02/06/08	Protruss Corporation 13465 Gregg Street Poway, CA 92021	Initial 04-7001724146 10/27/04	E(S)	
H.N.R. Framing Systems, Inc.	California SOS	02/06/08	MITek Industries, Inc. 14515 North Outer Forty Road, Suite 300 Chesterfield, MO 63017	Initial 05-7044341492 10/07/05	E(S)	
H.N.R. Framing Systems, Inc.	California SOS	02/06/08	Citi Capital Commercial Leasing Corporation 3950 Regent Blvd, 2nd Floor Irving, TX 75063	Initial 06-7065389913 04/07/06	E(S)	
H.N.R. Framing Systems, Inc.	California SOS	02/06/08	Wells Fargo Bank, National Association 420 Montgomery Street, MAC A0101- 096 San Francisco, CA 94104	Initial 06-7075918053 06/28/06	B	
H.N.R. Framing Systems, Inc.	California SOS	02/06/08	Citicorp Leasing, Inc. 450 Mamaroneck Ave. Harrison, NY 10528	Initial 06-7083550721 08/31/06	E(S)	
H.N.R. Framing Systems, Inc.	California SOS	02/06/08	Citicorp Leasing, Inc. 450 Mamaroneck Ave. Harrison, NY 10528	Initial 06-7083550842 08/31/06	E(S)	

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H.N.R. Framing Systems, Inc.	California SOS	02/06/08	Citicorp Leasing, Inc. 450 Mamaroneck Ave. Harrison, NY 10528	Initial 06-7085902461 09/22/06	E(S)	
SelectBuild, LP Vaughn Road, LLC RJ Norcal, LLC KBI Norcal H.N.R. Framing Systems, Inc.	California SOS	02/06/08	Wells Fargo Bank, National Association 420 Montgomery Street, MAC A0101- 096 San Francisco, CA 94104	Initial 06-7091854383 11/13/06	B	
SelectBuild, LP Vaughn Road, LLC RJ Norcal, LLC KBI Norcal H.N.R. Framing Systems, Inc.	California SOS	02/06/08	Wells Fargo Bank, National Association 420 Montgomery Street, MAC A0101- 096 San Francisco, CA 94104	Initial 06-7091854383 11/13/06	B	
RGR Plumbing, LLC Riggs Plumbing, LLC	Arizona SOS	02/11/08	First National Bank of Arizona 17600 North Perimeter Drive Scottsdale, AZ 85255	Initial 200413184291 06/11/04	B	
				Termination 200413184291 06/07/05		termination

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./ FILE DATE	COLLATERAL DESCRIPTION	COMMENT
Riggs Plumbing LLC	Arizona SOS	02/11/08	Case Credit Corporation P.O. Box 292 Racine, WI 53401	Initial 200413256356 08/10/04	E(S)	
Riggs Plumbing LLC	Arizona SOS	02/11/08	Case Credit Corporation P.O. Box 292 Racine, WI 53401	Initial 200413256378 08/10/04	E(S)	
Riggs Plumbing LLC	Arizona SOS	02/11/08	Case Credit Corporation P.O. Box 292 Racine, WI 53401	Initial 200413256390 08/10/04	E(S)	
Riggs Plumbing LLC	Arizona SOS	02/11/08	Building Materials Holding Corporation Four Embarcadero Center, Suite 3250 San Francisco, CA 94111	Initial 200513615897 04/19/05	B	
Riggs Plumbing LLC	Arizona SOS	02/11/08	CNH Capital America LLC 100 Brubaker Ave New Holland, PA 17557	Initial 200513631217 05/11/05	E(S)	
Riggs Plumbing LLC	Arizona SOS	02/11/08	CNH Capital America LLC 100 Brubaker Ave New Holland, PA 17557	Initial 20051367696 08/08/05	E(S)	
Riggs Plumbing LLC	Arizona SOS	02/11/08	CNH Capital America LLC 100 Brubaker Ave New Holland, PA 17557	Initial 200513767709 08/08/05	E(S)	

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Riggs Plumbing LLC	Arizona SOS	02/11/08	Naumann/Hobbs Material Handling, Inc. 4336 South 43rd Place Phoenix, AZ 85040	Initial 200513887997 11/17/05	E(S)	
Riggs Plumbing LLC	Arizona SOS	02/11/08	CNH Capital America LLC 100 Brubaker Ave New Holland, PA 17557	Initial 200614043139 02/03/06	E(S)	
Riggs Plumbing LLC	Arizona SOS	02/11/08	Naumann/Hobbs Material Handling, Inc. 4336 South 43rd Place Phoenix, AZ 85040	Initial 200614291219 07/12/06	E(S)	
Riggs Plumbing LLC	Arizona SOS	02/11/08	Redburn Tire Company 3801 West Clarendon Phoenix, AZ 85019	Initial 200614311510 07/14/06	O	
Riggs Plumbing LLC	Arizona SOS	02/11/08	CNH Capital America LLC 100 Brubaker Ave New Holland, PA 17557	Initial 200614342506 08/11/06	E(S)	
Riggs Plumbing LLC	Arizona SOS	02/11/08	CNH Capital America LLC 100 Brubaker Ave New Holland, PA 17557	Initial 200614342620 08/16/06	E(S)	

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO./S FILE DATE	COLLATERAL DESCRIPTION	COMMENT
BBP Concrete Co.	Arizona SOS	02/11/08	Wells Fargo Bank, National Association 420 Montgomery Street, MAC A0101- 096 San Francisco, CA 94104	Initial 200614518519 11/16/06	B	
BBP Construction Co.						
BBP Commercial Co.						
TBA Materials, LLC						
Seventieth and Northern Avenues Holdings, LLC						
Riggs Plumbing, LLC				Amendment 200614518519 06/07/07		Deleted Part of Collateral Description
				Amendment 200614518519 06/29/07		Add Debtor Riggs Plumbing, LLC
Riggs Plumbing, LLC	Arizona SOS	02/11/08	CNH Capital America LLC 100 Brubaker Ave New Holland, PA 17557	Initial 200714600363 01/08/07	E(S)	
Riggs Plumbing, LLC	Arizona SOS	02/11/08	CNH Capital America LLC 100 Brubaker Ave New Holland, PA 17557	Initial 200714794515 05/15/07	E(S)	

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DEBTOR(S)	JURISDICTION SEARCHED	SEARCH VALID THRU	SECURED PARTY	FILE NO. / FILE DATE	COLLATERAL DESCRIPTION	COMMENT
Riggs Plumbing, LLC	Arizona SOS	02/11/08	Naumann/Hobbs Material Handling, Inc. 4336 South 43rd Place Phoenix, AZ 85040	Initial 200714822021 05/24/07	E(S)	
Riggs Plumbing, LLC	Arizona SOS	02/11/08	CNH Capital America LLC 100 Brubaker Ave New Holland, PA 17557	Initial 200714934151 08/01/07	E(S)	
Riggs Plumbing, LLC	Arizona SOS	02/11/08	CNH Capital America LLC 100 Brubaker Ave New Holland, PA 17557	Initial 200714934162 08/01/07	E(S)	
Riggs Plumbing, LLC	Arizona SOS	02/11/08	Toyota Motor Credit Corporation P.O. Box 3457 Torrance, CA 90510-3457 Toyota Lift of Arizona 1445 N. 26th Ave. Phoenix, AZ 85009	Initial 200715190108 12/24/07	E(S)	

EXHIBIT H

FORM OF UPDATE CERTIFICATE

for the Reporting Period ended _____, 20__

TO: Wells Fargo Bank, National Association, as Administrative Agent

Reference is made to the Senior Secured Super-Priority Debtor-in-Possession Credit Agreement, dated as of June [____], 2009 (as extended, renewed, amended or restated from time to time, the "Credit Agreement"), among Building Materials Holding Corporation ("Holdings"), BMC West Corporation (the "Company") and certain other affiliates of Holdings, as guarantors, the several financial institutions from time to time party thereto (the "Lenders") and Wells Fargo Bank, National Association, as issuing bank of certain letters of credit (in such capacity, the "L/C Issuer"), and as administrative agent (in such capacity, the "Administrative Agent"). Capitalized terms used and not defined herein shall have the meanings assigned to such terms in the Credit Agreement.

This Update Certificate is provided pursuant to Section 7.02(e) of the Credit Agreement without limiting the ongoing reporting obligations of the Loan Parties under the Credit Agreement and the Security Agreement (as amended) with respect to the matters covered by this Update Certificate.

The undersigned hereby certifies to the Administrative Agent and the Lenders on behalf of each Loan Party that, during the fiscal quarter ended _____, 20__ (the "Reporting Period"), there has not been (i) any change in its corporate name or in its jurisdiction of organization, (ii) any change in the location of its chief executive office or (iii) the creation or acquisition of any Wholly-Owned Subsidiary by a Loan Party, except as follows:

1. Names.

(a) During the Reporting Period, a Loan Party changed its corporate name as follows:

(b) During the Reporting Period, a Loan Party changed its jurisdiction of organization as follows:

2. Locations. During the Reporting Period, a Loan Party changed the location of its chief executive office as follows:

3. Subsidiaries. During the Reporting Period, a Loan Party created or acquired the following direct or indirect Wholly-Owned Subsidiaries:

The undersigned hereby certifies to the Administrative Agent and the Lenders on behalf of each Loan Party that, during the Reporting Period, no new Deposit Account or

securities account with respect to any Investment Property (as such terms are defined in the Security Agreement) has been established, except as follows:

Consistent with the provisions of revised Article 9 of the Uniform Commercial Code of the relevant jurisdiction(s) (as and when adopted), the Loan Parties hereby authorize the Administrative Agent to file (with or without a Loan Party's signature), at any time and from time to time thereafter, all financing statements, assignments, continuation financing statements, financing statement amendments, termination statements and other documents and instruments, in form reasonably satisfactory to the Administrative Agent, and take all other action, as the Administrative Agent may deem reasonable, to perfect and continue perfected, maintain the priority of or provide notice of any security interest of the Administrative Agent in the Collateral and to accomplish the purposes of the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Update Certificate on behalf of itself and each other Loan Party this _____ day of

_____.

BUILDING MATERIALS HOLDING
CORPORATION

By: _____

Name:

Title:

EXHIBIT I

FORM OF BORROWING BASE CERTIFICATE

[DATE]

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent
201 3rd Street, 8th Floor
San Francisco, CA 94103
Attention: Records Management MAC #A0187-084

Ladies and Gentlemen:

The undersigned Responsible Officer of Holdings, pursuant to Section 7.02(g) or 7.02(m), as the case may be, of that certain Senior Secured Super-Priority Debtor-in-Possession Credit Agreement, dated as of June [], 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), by and among (i) BUILDING MATERIALS HOLDING CORPORATION, a Delaware corporation ("**Holdings**"), as borrower, (ii) BMC WEST CORPORATION, a Delaware corporation (the "**Company**"), and certain other affiliates of Holdings, as guarantors, (iii) the Lenders party thereto, and (iv) WELLS FARGO BANK, NATIONAL ASSOCIATION, as L/C Issuer and Administrative Agent (in such capacity, the "**Administrative Agent**"), hereby certifies, solely in such capacity, to the Administrative Agent that (1) the information attached hereto as Exhibit A is true and correct as of the effective date of the calculation set forth thereon and (2) no Event of Default has occurred and is continuing on such date.

All initially capitalized terms used in this Borrowing Base Certificate have the meanings set forth in the Credit Agreement unless specifically defined herein.

BUILDING MATERIALS HOLDING
CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT A
BORROWING BASE CALCULATION
(BUILDING MATERIALS HOLDING CORPORATION)

Building Materials Holding Corporation

Borrowing Base Certificate

As of _____, 20__

Total Collateral Availability	<i>From Borrowing Base</i>	_____
Borrowing Base Availability	Lesser of Collateral Availability or \$40,000,00 / \$80,000,000	_____
Less:		_____
Revolver Balance		_____
Letters of Credit Outstanding		_____
Revolver Availability		=====

Building Materials Holding Corporation
Borrowing Base Certificate
As of _____, 20__

Gross Trade Accounts Receivable _____

Less: Ineligible Accounts and Applicable Reserves _____

See Schedule A.1

Eligible Accounts _____

Advance Rate _____

70%

Accounts Receivable Availability

A

Gross Inventory (excluding Truss & Millwork
Inventory) _____

Less: Ineligible Inventory and Applicable Reserves _____

See Schedule A.2

Eligible Inventory _____

Advance Rate _____

50%

Gross Truss & Millwork Inventory _____

Less: Ineligible Inventory and Applicable Reserves _____

See Schedule A.3

Eligible Truss & Millwork Inventory _____

Advance Rate _____

25%

Inventory Availability

B

Fixed Asset Orderly Liquidation Value _____

Advance Rate _____

75%

Fixed Asset Availability

C

Other Reserves

D

Total Collateral Availability

A+B+C-D=E

Maximum Commitment

F

Borrowing Base Availability

Min of E or F

EXHIBIT J

FORM OF INTERIM FINANCING ORDER