UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) September 6, 2007

GIBRALTAR INDUSTRIES, INC.

(Exact name of registrant as specified in its charter)

Delaware	0-22462	16-1445150
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

3556 Lake Shore Road
P.O. Box 2028
Buffalo, New York 14219-0228
(Address of principal executive offices) (Zip Code)

(716) 826-6500
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

o Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)).

Item 1.01 Entry into a Material Definitive Agreement

Amended and Restated Credit Agreement

On August 31, 2007, Gibraltar Industries, Inc. (the "Company"), and its wholly-owned subsidiary Gibraltar Steel Corporation of New York as co-borrower, entered into a second amended and restated credit agreement (the "Amended and Restated Credit Agreement") with a syndicate of banks led by KeyBank National Association, JPMorgan Chase Bank, N.A., Harris N.A., HSBC Bank USA, National Association, and Manufacturers and Traders Trust Company, that provides for a revolving credit facility with aggregate commitments up to $375.0 million, including a $50.0 million sub-limit for letters of credit and a swingline loan sub-limit of $20.0 million. In addition to increasing the maximum principal amount of the revolving facility from $300.0 million to $375.0 million and the sub-limit for letters of credit from $25.0 million to $50.0 million, the Amended and Restated Credit Agreement amends the interest rate margins and fees applicable to amounts outstanding under the revolving credit facility, extends the tenor for the revolving credit facility, adds a principal sub-limit for foreign currency of $50.0 million and improves flexibility with respect to permitted acquisitions and under certain financial covenants. Under the terms of the Amended and Restated Credit Agreement, a term loan, originally advanced on December 8, 2005, having a current outstanding principal balance of $122.7 million and maturing on December 8, 2012, is permitted to remain outstanding.

Loans under the Amended and Restated Credit Agreement bear interest, at the borrowers' option at (i) LIBOR plus a margin ranging from 0.60% to 1.40%, depending on the Company's consolidated leverage ratio, or (ii) the higher of the administrative agent's prime rate or the federal funds effective rate plus 0.50%. Under the Company's prior credit agreement, amounts outstanding under the revolving credit facility accrued interest at the borrowers' option at (i) LIBOR plus a margin ranging from 0.575% to 1.60%, depending on the Company's consolidated leverage ratio, or (ii) the higher of the administrative agent's prime rate or the federal funds effective rate plus 0.50%. Facility fees are payable to the lenders on their revolving commitments at a rate ranging from 0.150% to 0.350% (under the prior credit agreement, facility fees were payable at a range from 0.175% to 0.650%) and annual letter of credit fees range from 0.60% to 1.40% of the stated amount of the letter of credit. The letter of credit fronting fees are subject to agreement between the borrowers and the issuing bank.

The senior credit facility is guaranteed by each of the Company's material domestic subsidiaries (other than Gibraltar Steel Corporation of New York, which is a co-borrower) and 3073819 Nova Scotia Company, f/k/a B&W Heat Treating Corp., a subsidiary organized under the laws of Nova Scotia. The senior credit facility and the related guarantees are secured by first priority security interests (subject to permitted liens) in substantially all the tangible and intangible assets of the Company, its material domestic subsidiaries and 3073819 Nova Scotia Company, subject to certain exceptions, and a pledge of 65% of the voting stock of the Company's other foreign subsidiaries.

As amended, the revolving credit facility is scheduled to terminate on December 8, 2012, an extension of two years from the prior facility termination date, and all revolving credit borrowings must be repaid on or before that date of December 8, 2012. The aggregate acquisition limit for each fiscal year has been increased from $175.0 million to $210.0 million for fiscal year 2007, and $200.0 million for each fiscal year thereafter, provided that the Company maintains a consolidated pro forma leverage ratio, taking into account each of its acquisitions, of less than 4.00 to 1.00. In addition, the limitation on the amount permitted for any one acquisition has been increased from $100.0 million to $125.0 million.

The Amended and Restated Credit Agreement contains numerous affirmative and negative covenants which should be reviewed for a complete understanding of the covenants this agreement contains. In addition, the Company must maintain a consolidated net worth of at least $400.0 million plus 50% of cumulative net income in each fiscal quarter commencing September 30, 2007.

Capitalized terms not defined herein, have the definitions set forth in the Amended and Restated Credit Agreement filed herewith as Exhibit 10.1.

The foregoing summary of the Amended and Restated Credit Agreement is not complete, and is qualified in its entirety by reference to the full text of the Amended and Restated Credit Agreement, which is filed as Exhibit 10.1 hereto and incorporated herein by reference. The Amended and Restated Credit Agreement has been filed to provide investors and security holders with information regarding its terms, provisions, conditions and covenants and is not intended to provide any other factual information respecting the Company. In particular the Amended and Restated Credit Agreement contains representations and warranties solely for the benefit of the transactions contemplated therein, allocating the various risks of the transactions. The assertions embodied in those representations and warranties are qualified or modified by information in confidential disclosure schedules that the parties have exchanged in connection with signing the Amended and Restated Credit Agreement. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Amended and Restated Credit Agreement, which subsequent information may or may not be fully reflected in our public disclosures. Accordingly, investors and security holders should not rely on the representations and warranties in the Amended and Restated Credit Agreement as characterizations of the actual state of any fact or facts.

Stock Purchase Agreement

On August 31, 2007 Gibraltar Industries, Inc., a Delaware corporation, (the “Purchaser”), Florence Corporation (”Florence”), an Illinois corporation, the Darlene M. Schooley Living Trust u/a/d 12/6/94, the Deborah Schooley Irrevocable Trust u/a/d 12/21/88, and the David, Douglas and Darren Schooley Irrevocable Trust u/a/d 12/21/88 comprising the shareholders of Florence (each a “Seller” and, collectively the “Sellers”) and David P.

Dailey, entered into a Stock Purchase Agreement (the “Stock Purchase Agreement”) and consummated all transactions contemplated therein. See the discussion in Item 2.01 below.

Item 2.01. Completion of Acquisition or Disposition of Assets.

Closing of Stock Purchase Agreement

On August 31, 2007, simultaneously with execution of the Stock Purchase Agreement, the Purchaser acquired from the Sellers all the issued and outstanding common stock of Florence, par value $10.00 per share, for an aggregate purchase price of $116,600,000 (the “Purchase Price”). The Purchase Price is subject to adjustment to the extent that the working capital of Florence as of the closing is more than $14.3 million or less than $13.3 million. There is no material relationship between the Sellers and the Purchaser or between the Sellers and any of the Purchaser’s affiliates or any director or officer of the Purchaser or any associate of any such director or officer.

Florence designs and manufacturers a complete line of products and systems for storage and distribution, including specialty products for commercial customers such as distributors, catalogue houses, national retail chains and wholesalers.

The description of the transaction contained in this report does not purport to be complete and is qualified in its entirety by reference to the terms, provisions, conditions, and covenants of the Stock Purchase Agreement, which we have filed as Exhibit 10.2 hereto and incorporated herein by reference. The Stock Purchase Agreement has been filed to provide investors and security holders with information regarding its terms, provisions, conditions and covenants and is not intended to provide any other factual information respecting Florence. In particular the Stock Purchase Agreement contains representations and warranties the Purchaser and Sellers made to and solely for the benefit of each other, allocating among themselves various risks of the transaction. The assertions embodied in those representations and warranties are qualified or modified by information in confidential disclosure schedules that the parties have exchanged in connection with signing the Stock Purchase Agreement. Moreover, information concerning the subject matter of the representations and warranties may change after the date of the Stock Purchase Agreement, which subsequent information may or may not be fully reflected in our public disclosures. Accordingly, investors and security holders should not rely on the representations and warranties in the Stock Purchase Agreement as characterizations of the actual state of any fact or facts.

Item 8.01. Other Events.

On September 4, 2007 the Registrant issued a press release announcing that it had completed the purchase of Florence. A copy of that press release is furnished as Exhibit 99.1 hereto and is incorporated herein by reference.

ITEM 9.01. Financial Statements and Exhibits

(c) Exhibits.

10.1 Second Amended and Restated Credit Agreement

10.2 Stock Purchase Agreement

99.1 Press Release issued September 4, 2007

SIGNATURES

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

Dated: September 6, 2007

GIBRALTAR INDUSTRIES, INC.

/S/ David W. Kay
Name: David W. Kay
Title: Executive Vice President, Chief Financial Officer and Treasurer

EXHIBIT INDEX

10.1 Second Amended and Restated Credit Agreement

10.2 Stock Purchase Agreement.

99.1 Press Release issued September 4, 2007.

Exhibit 10.1

EXECUTION VERSION

AMENDMENT AND RESTATEMENT AGREEMENT dated as of August 31, 2007 (this "Agreement"), among the following:

(i) GIBRALTAR INDUSTRIES, INC., a Delaware corporation ("GII"), and GIBRALTAR STEEL CORPORATION OF NEW YORK, a New York corporation ("GSNY," and together with GII, each a "Borrower" and collectively the "Borrowers").

(ii) the lending institutions party hereto (each a "Lender" and collectively, the "Lenders");

(iii) KEYBANK NATIONAL ASSOCIATION, a national banking association, as a Lender, an LC Issuer, the lead arranger (the "Lead Arranger"), the sole book runner, the Swing Line Lender and the administrative agent (the "Administrative Agent");

(iv) JPMORGAN CHASE BANK, N.A., a national banking association, as a Lender, LC Issuer and a co-syndication agent (a "Co-Syndication Agent");

(v) BMO CAPITAL MARKETS FINANCING, INC., as a Lender and a Co-Syndication Agent;

(vi) HARRIS N.A., a national banking association, as an LC Issuer; and

(vii) HSBC BANK USA, NATIONAL ASSOCIATION, a national banking association and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York State banking corporation, each as a Lender and a co-documentation agent (each a "Co-Documentation Agent" and collectively, the "Co-Documentation Agents").

WHEREAS, the Borrowers, the Administrative Agent, the Required Lenders and the Revolving Lenders have agreed, upon the terms and subject to the conditions set forth herein, that the Amended and Restated Credit Agreement, dated as of December 8, 2005 (as amended, the "Original Credit Agreement"), shall be amended and restated;

NOW, THEREFORE, the Borrowers, the Administrative Agent, the Required Lenders and the Revolving Lenders agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Restated Credit Agreement (as defined below).

SECTION 2. Restatement Closing Date. (a) The transactions provided for in Section 3 hereof shall be consummated at a closing to be held on the Restatement Closing Date (as defined below).

(b) The "Restatement Closing Date" shall be the date upon which all of the conditions set forth or referred to in Article IV of the Second Amended and Restated Credit Agreement shall have been satisfied.

SECTION 3. Amendment and Restatement of the Credit Agreement. On the Restatement Closing Date, the Original Credit Agreement, including the schedules and exhibits thereto, shall be amended and restated to read in its entirety as set forth at Exhibit A hereto (the "Restated Credit

Agreement"), and the Administrative Agent is hereby directed to enter into such Loan Documents and to take such other actions as may be required to give effect to the transactions contemplated hereby and thereby. From and after the effectiveness of such amendment and restatement, the terms "Agreement", "this Agreement", "herein", "hereinafter", "hereto", "hereof" and words of similar import, as used in the Restated Credit Agreement, shall, unless the context otherwise requires, refer to the Original Credit Agreement as amended and restated in the form of the Restated Credit Agreement, and the term "Credit Agreement," as used in the Loan Documents, shall mean the Restated Credit Agreement.

SECTION 4. Effectiveness; Counterparts. This Agreement shall become effective when counterparts hereof which, when taken together, bear the signatures of each of the Loan Parties, the Administrative Agent, the Required Lenders and the Revolving Lenders, shall have been received by the Administrative Agent. The failure of any Term Lender to sign a counterpart of this Agreement shall not limit the effectiveness of this Agreement. This Agreement may not be amended nor may any provision hereof be waived except pursuant to a writing signed by each of the Loan Parties, the Administrative Agent, the Required Lenders and the Revolving Lenders. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. No Novation. Neither this Agreement nor the execution, delivery or effectiveness of any other Loan Document shall extinguish the outstanding Loans or any other outstanding obligations under the Original Credit Agreement. Nothing herein contained shall be construed as a substitution or novation of the outstanding Loans or any other outstanding obligations, or a release or discharge of the Borrower or any Guarantor from any of its obligations and liabilities as a "Borrower," "Loan Party" or "Subsidiary Guarantor" under the Original Credit Agreement, which shall remain outstanding as modified hereby.

SECTION 6. Notices. All notices hereunder shall be given in accordance with the provisions of Section 11.05 of the Restated Credit Agreement.

SECTION 7. Applicable Law; Waiver of Jury Trial. (A) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(B) EACH PARTY HERETO HEREBY AGREES AS SET FORTH IN SECTION 11.08 OF THE ORIGINAL CREDIT AGREEMENT AS IF SUCH SECTION WERE SET FORTH IN FULL HEREIN.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GIBRALTAR INDUSTRIES, INC.

By: /s/ David W. Kay
Name: David W. Kay
Title: Executive Vice President, Chief Financial Officer and Treasurer

GIBRALTAR STEEL CORPORATION OF NEW YORK

By: /s/ David W. Kay
Name: David W. Kay
Title: Executive Vice President, Chief Financial Officer and Treasurer

KEYBANK NATIONAL ASSOCIATION,
as a Lender, LC Issuer, Swing Line Lender, Book Runner, and Lead Arranger and Administrative Agent

By: /s/ Mark F. Wachowiak
Name: Mark F. Wachowiak
Title: V.P.

JPMORGAN CHASE BANK, N.A., ***as a Lender, LC Issuer and a Co-Syndication Agent***

By: /s/ Cary J. Haller
Name: Cary J. Haller
Title: Vice President

BMO CAPITAL MARKETS FINANCING, INC., ***as a Lender and a Co-Syndication Agent***

By: /s/ Thad D. Rasche
Name: Thad D. Rasche
Title: Director

HARRIS N.A., ***as an LC Issuer***

By: /s/ Thad D. Rasche
Name: Thad D. Rasche
Title: Director

HSBC BANK USA, NATIONAL ASSOCIATION, ***as a Lender and a Co-Documentation Agent***

By: /s/ John C. Wright
Name: John C. Wright
Title: Vice President

MANUFACTURERS AND TRADERS TRUST COMPANY,
as a Lender and a Co-Documentation Agent

By: /s/ Jonathan Z. Falk
Name: Jonathan Z. Falk
Title: Vice President

US BANK, NATIONAL ASSOCIATION, ***as a Lender***

By: /s/ PATRICK McGRAW
Name: PATRICK McGRAW
Title: VICE PRESIDENT
U.S. BANK, N.A.

BANK OF AMERICA, N.A., successor by merger to Fleet National Bank, *as a Lender*

By: /s/ Thomas C. Lillis
Name: Thomas C. Lillis
Title: Senior Vice President

NATIONAL CITY BANK, ***as a Lender***

By: /s/ Susan J. Dimmick
Name: Susan J. Dimmick
Title: Senior Vice President

COMERICA BANK, ***as a Lender***

By: /s/ Sarah R. West
Name: Sarah R. West
Title: Assistant Vice President

CITIZENS BANK, ***as a Lender***

By: /s/ Thomas L. Giles
Name: Thomas L. Giles
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION, ***as a Lender***

By: /s/ James F. Stevenson
Name: James F. Stevenson
Title: Vice President

CITIBANK, N.A., ***as a Lender***

By: /s/ George Calfo
Name: George Calfo
Title: Vice President

Exhibit A

Restated Credit Agreement

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

dated as of
August 31, 2007

Among

GIBRALTAR INDUSTRIES, INC., and
GIBRALTAR STEEL CORPORATION OF NEW YORK,
as Borrowers,

THE LENDING INSTITUTIONS NAMED HEREIN,
as Lenders,

and

KEYBANK NATIONAL ASSOCIATION,
as an LC Issuer, Swing Line Lender, Book Runner,
Lead Arranger and Administrative Agent

JPMORGAN CHASE BANK, N.A.
as Co-Syndication Agent and LC Issuer

BMO CAPITAL MARKETS FINANCING, INC.,
as Co-Syndication Agent

HSBC BANK USA, NATIONAL ASSOCIATION
as Co-Documentation Agent

MANUFACTURERS AND TRADERS TRUST COMPANY
as Co-Documentation Agent

$375,000,000 Revolving Facility
$122,700,000 Term Facility

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EXHIBITS

EXECUTION VERSION

THIS SECOND AMENDED AND RESTATED CREDIT AGREEMENT, dated as of August 31, 2007, is among the following:

(i) GIBRALTAR INDUSTRIES, INC., a Delaware corporation ("GII"), and GIBRALTAR STEEL CORPORATION OF NEW YORK, a New York corporation ("GSNY," and together with GII, each a "Borrower" and collectively the "Borrowers").

(ii) the lending institutions from time to time party hereto (each a "Lender" and collectively, the "Lenders");

(iii) KEYBANK NATIONAL ASSOCIATION, a national banking association, as a Lender, an LC Issuer, the lead arranger (the "Lead Arranger"), the sole book runner, the Swing Line Lender and the administrative agent (the "Administrative Agent");

(iv) JPMORGAN CHASE BANK, N.A., a national banking association, as a Lender, an LC Issuer and a co-syndication agent (a "Co-Syndication Agent");

(v) BMO CAPITAL MARKETS FINANCING, INC., as a Lender and a Co-Syndication Agent;

(vi) HARRIS N.A., a national banking association, as an LC Issuer; and

(vii) HSBC BANK USA, NATIONAL ASSOCIATION, a national banking association and MANUFACTURERS AND TRADERS TRUST COMPANY, a New York State banking corporation, each as a Lender and a co-documentation agent (each a "Co-Documentation Agent" and collectively, the "Co-Documentation Agents").

RECITALS:

(1) The Borrowers and certain lenders are parties to the Amended and Restated Credit Agreement, dated as of the Original Closing Date (as hereinafter defined) (as amended, the "Original Credit Agreement").

(2) The Borrowers have requested that the Original Credit Agreement be amended and restated to make certain modifications thereto.

(3) Subject to and upon the terms and conditions set forth herein, the Lenders, the Swing Line Lender and each LC Issuer are willing to amend and restate the Original Credit Agreement, upon the terms and conditions set forth herein.

AGREEMENT:

In consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I.

DEFINITIONS; TERMS AND GENERAL PROVISIONS

Section 1.01 Certain Defined Terms. As used herein, the following terms shall have the meanings herein specified unless the context otherwise requires:

"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 any Person, or any business or division of any Person, (ii) the acquisition or ownership of in excess of 50% of the Equity Interest of any Person, or (iii) the acquisition of another Person by a merger, consolidation, amalgamation or any other combination with such Person.

"Additional Security Document" has the meaning provided in Section 6.10(a).

"Adjusted Eurocurrency Rate" means with respect to each Interest Period for a Eurodollar Loan or a Foreign Currency Loan, (i) the rate per annum equal to the offered rate appearing on the applicable electronic page of Reuters (or on the appropriate page of any successor to or substitute for such service, or, if such rate is not available, on the appropriate page of any generally recognized financial information service, as selected by the Administrative Agent from time to time) that displays an average British Bankers Association Interest Settlement Rate at approximately 11:00 A.M. (London time) two Business Days prior to the commencement of such Interest Period, for deposits in Dollars with a maturity comparable to such Interest Period, divided (and rounded to the nearest 1/16th of 1%) by (ii) a percentage equal to 100% minus the then stated maximum rate of all reserve requirements (including, without limitation, any marginal, emergency, supplemental, special or other reserves and without benefit of credits for proration, exceptions or offsets that may be available from time to time) applicable to any member bank of the Federal Reserve System in respect of Eurocurrency liabilities as defined in Regulation D (or any successor category of liabilities under Regulation D); *provided, however,* that if the rate referred to in clause (i) above is not available at any such time for any reason, then the rate referred to in clause (i) shall instead be the interest rate per annum, as determined by the Administrative Agent, to be the average (rounded to the nearest 1/16th of 1%) of the rates per annum at which deposits in Dollars or the applicable Foreign Currency in an amount equal to the amount of such Eurodollar Loan or Foreign Currency Loan are offered to major banks in the London interbank market at approximately 11:00 A.M. (London time), two Business Days prior to the commencement of such Interest Period, for contracts that would be entered into at the commencement of such Interest Period for the same duration as such Interest Period.

"Administrative Agent" has the meaning provided in the first paragraph of this Agreement and includes any successor to the Administrative Agent appointed pursuant to Section 9.11.

"Administrative Agent Fee Letter" means the Administrative Agent Fee Letter dated as of the Closing Date between the Borrowers and the Administrative Agent.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under direct or indirect common control with such Person, or, in the case of any Lender that is an investment fund, the investment advisor thereof and any investment fund having the same investment advisor. A Person shall be deemed to control a second Person if such first Person possesses, directly or indirectly, the power (i) to vote 10% or more of the securities having ordinary voting power for the election of directors or managers of such second Person or (ii) to direct or cause the direction of the management and policies of such second Person, whether through the ownership of voting securities, by

contract or otherwise. Notwithstanding the foregoing, neither the Administrative Agent nor any Lender shall in any event be considered an Affiliate of any Borrower or any Borrower's Subsidiaries.

"Affiliate Transaction" has the meaning provided in Section 7.10.

"Aggregate Credit Facility Exposure" means, at any time, the sum of (i) the Dollar Equivalent of the Aggregate Revolving Facility Exposure at such time, (ii) the aggregate principal amount of Swing Loans outstanding at such time, and (iii) the aggregate principal amount of the Term Loans outstanding at such time.

"Aggregate Revolving Facility Exposure" means, at any time, the sum of (i) the Dollar Equivalent of the principal amounts of all Revolving Loans made by all Revolving Lenders and outstanding at such time and (ii) the Dollar Equivalent of the aggregate amount of the LC Outstandings at such time.

"Agreement" means this Credit Agreement, as the same may from time to time be amended, amended and restated, supplemented or otherwise modified.

"Allocable Amount" means, as of any date of determination, for either Borrower, the maximum amount of liability that could be asserted against such Borrower under this Agreement with respect to the applicable Borrower Payment without (i) rendering such Borrower "insolvent" within the meaning of Section 101(31) of the Bankruptcy Code or Section 2 of either the Uniform Fraudulent Transfer Act (as in effect in any applicable State, the "UFTA") or the Uniform Fraudulent Conveyance Act (as in effect in any applicable State, the "UFCA"), (ii) leaving such Borrower with unreasonably small capital, within the meaning of Section 548 of the Bankruptcy Code or Section 4 of the UFTA or Section 5 of the UFCA, or (iii) leaving such Borrower unable to pay its debts as they become due within the meaning of Section 548 of the Bankruptcy Code or Section 4 of the UFTA or Section 6 of the UFCA.

"Anti-Terrorism Law" means the USA Patriot Act or any other law pertaining to the prevention of future acts of terrorism, in each case as such law may be amended from time to time.

"Applicable Facility Fee Rate" means,

(i) Initially, until changed hereunder in accordance with the provisions set forth in this definition, the Applicable Facility Fee Rate shall be 35.0 basis points;

(ii) Commencing with the fiscal quarter of the Borrower ended on September 30, 2007, and continuing with each fiscal quarter thereafter, the Administrative Agent shall determine the Applicable Facility Fee Rate in accordance with the following matrix, based on the Total Leverage Ratio:

Total Leverage Ratio	Applicable Facility Fee Rate
Greater than or equal to 3.50 to 1.00	35.0 bps
Greater than or equal to 3.00 to 1.00 but less than 3.50 to 1.00	30.0 bps
Greater than or equal to 2.50 to 1.00 but less than 3.00 to 1.00	25.0 bps
Greater than or equal to 2.00 to 1.00 but less than 2.50 to 1.00	20.0 bps

Total Leverage Ratio	Applicable Facility Fee Rate
Greater than or equal to 1.50 to 1.00 but less than 2.00 to 1.00	17.5 bps
Less than 1.50 to 1.00	15.0 bps

(iii) Changes in the Applicable Facility Fee Rate based upon changes in the Total Leverage Ratio shall become effective on the first day of the month following each Financial Statement Due Date, based upon the Total Leverage Ratio in effect at the end of the applicable period covered (in whole or in part) by the financial statements to be delivered by the applicable Financial Statement Due Date. Notwithstanding the foregoing, during any period when the Borrower Representative has failed to timely deliver the consolidated financial statements referred to in Section 6.01(a) or (b), accompanied by the certificate and calculations referred to in Section 6.01(c), the Applicable Facility Fee Rate shall be the highest number of basis points indicated therefor in the above matrix, regardless of the Total Leverage Ratio at such time.

"Applicable Lending Office" means, with respect to each Revolving Lender, the office designated by such Lender to the Administrative Agent as such Lender's lending office for all purposes of this Agreement. A lender may have a different Applicable Lending Office for Base Rate Loans, Eurodollar Loans and Foreign Currency Loans.

"Applicable Margin" means, with respect to the Revolving Facility:

(i) Initially, until changed hereunder in accordance with the following provisions, the Applicable Margin shall be (A) 0 basis points for Base Rate Loans, and (B) 140.0 basis points for Eurocurrency Loans;

(ii) Commencing with the fiscal quarter of the Borrowers ended on September 30, 2007, and continuing with each fiscal quarter thereafter, the Administrative Agent shall determine the Applicable Margin in accordance with the following matrix, based on the Total Leverage Ratio:

Total Leverage Ratio	Revolving Facility — Applicable Margin for Base Rate Loans	Revolving Facility — Applicable Margin for Eurocurrency Loans and Swing Loans
Greater than or equal to 3.50 to 1.00	0 bps	140.0 bps
Greater than or equal to 3.00 to 1.00 but less than 3.50 to 1.00	0 bps	120.00 bps
Greater than or equal to 2.50 to 1.00 but less than 3.00 to 1.00	0 bps	100.0 bps
Greater than or equal to 2.00 to 1.00 but less than 2.50 to 1.00	0 bps	80.0 bps

Total Leverage Ratio	Revolving Facility — Applicable Margin for Base Rate Loans	Revolving Facility — Applicable Margin for Eurocurrency Loans and Swing Loans
Greater than or equal to 1.50 to 1.00 but less than 2.00 to 1.00	0 bps	70.0 bps
Less than 1.50 to 1.00	0 bps	60.0 bps

(iii) Changes in the Applicable Margin based upon changes in the Total Leverage Ratio shall become effective on the first day of the month following each Financial Statement Due Date based upon the Total Leverage Ratio in effect at the end of the applicable period covered (in whole or in part) by the financial statements to be delivered by the applicable Financial Statement Due Date. Notwithstanding the foregoing provisions, during any period when (A) the Borrower Representative has failed to timely deliver their consolidated financial statements referred to in Section 6.01(a) or (b), accompanied by the certificate and calculations referred to in Section 6.01(c) or (B) a Default under Section 8.01(a) has occurred and is continuing, the Applicable Margin shall be the highest number of basis points indicated therefor in the above matrix, regardless of the Total Leverage Ratio at such time.

"Applicable Term Loan Margin" means, with respect to the Term Loan Facility:

(i) Initially, until changed hereunder in accordance with the following provisions, the Applicable Term Loan Margin shall be (A) 0 basis points for Base Rate Loans, and (B) 175.0 basis points for Eurodollar Loans;

(ii) Commencing with the fiscal quarter of the Borrowers ended on September 30, 2007, and continuing with each fiscal quarter thereafter, the Administrative Agent shall determine the Applicable Term Loan Margin in accordance with the following matrix, based on the Total Leverage Ratio:

Total Leverage Ratio	Term Loan Facility — Applicable Term Loan Margin for Base Rate Loans	Term Loan Facility — Applicable Term Loan Margin for Eurodollar Loans
Greater than or equal to 2.50 to 1.00	0 bps	175.0 bps
Less than 2.50 to 1.00	0 bps	150.0 bps

(iii) Changes in the Applicable Term Loan Margin based upon changes in the Total Leverage Ratio shall become effective on the first day of the month following each Financial Statement Due Date based upon the Total Leverage Ratio in effect at the end of the applicable period covered (in whole or in part) by the financial statements to be delivered by the applicable Financial Statement Due Date. Notwithstanding the foregoing provisions, during any period when (A) the Borrower Representative has failed to timely deliver their consolidated financial statements referred to in Section 6.01(a) or (b), accompanied by the certificate and calculations referred to in Section 6.01(c) or (B) a Default under Section 8.01(a) has occurred and is continuing, the Applicable Term Loan Margin shall be the highest

number of basis points indicated therefor in the above matrix, regardless of the Total Leverage Ratio at such time.

"Approved Bank" has the meaning provided in subpart (ii) of the definition of "Cash Equivalents."

"Approved Fund" means a fund that is engaged in making, purchasing, holding or otherwise investing in bank loans and similar extensions of credit and that is administered or managed by a Lender or an Affiliate of a Lender, or by an entity or an Affiliate of any entity that administers or manages a Lender.

"Asset Sale" means the sale, lease, transfer or other disposition (including by means of Sale and Lease-Back Transactions, and by means of mergers, consolidations, amalgamations and liquidations of a corporation, partnership or limited liability company of the interests therein of any Borrower or any Subsidiary) by any Borrower or any Subsidiary to any Person of any of such Borrower's or such Subsidiary's respective assets, *provided* that the term Asset Sale specifically excludes (i) any sales, transfers or other dispositions of inventory, or obsolete, worn-out or excess furniture, fixtures, equipment or other property, real or personal, tangible or intangible, in each case in the ordinary course of business, and (ii) any Event of Loss.

"Assignment Agreement" means an Assignment Agreement substantially in the form of Exhibit G hereto.

"Authorized Officer" means (i) with respect to a Borrower or the Borrower Representative, any of the following officers of such Borrower or the Borrower Representative, as applicable: the Chairman, the President, any Vice President, the Chief Executive Officer, the Chief Financial Officer, the Treasurer, the Assistant Treasurer or the Controller, or such other Person as is authorized in writing to act on behalf of such Borrower or the Borrower Representative, as applicable, and is acceptable to the Administrative Agent; and (ii) with respect to any other Loan Party, the President, any Vice President, the Chief Financial Officer or the Treasurer of such Loan Party, or such other Person as is authorized in writing to act on behalf of such Loan Party and is acceptable to the Administrative Agent. Unless otherwise qualified, all references herein to an Authorized Officer shall refer to an Authorized Officer of the Borrower Representative.

"Bankruptcy Code" means Title 11 of the United States Code entitled "Bankruptcy," as now or hereafter in effect, or any successor thereto, as hereafter amended.

"Base Rate" means, for any day, a fluctuating interest rate per annum as shall be in effect from time to time which rate per annum shall at all times be equal to the greater of (i) the rate of interest established by KeyBank National Association, from time to time, as its "prime rate," whether or not publicly announced, which interest rate may or may not be the lowest rate charged by it for commercial loans or other extensions of credit; or (ii) the Federal Funds Effective Rate in effect from time to time, determined one Business Day in arrears, plus 1/2 of 1% per annum.

"Base Rate Loan" means any Loan bearing interest at a rate based upon the Base Rate in effect from time to time.

"Benefited Creditors" means, with respect to the Borrower Guaranteed Obligations pursuant to Article X, each of the Administrative Agent, the Lenders, each LC Issuer and the Swing Line Lender and each Designated Hedge Creditor, and the respective successors and assigns of each of the foregoing.

"Bond Documents" means (a) the Trust Indenture dated as of April 1, 2003, between the City of Manhattan, Kansas, as issuer, and U.S. Bank National Association, as trustee, as amended, modified or supplemented from time to time, and (b) any other document or instrument executed and delivered in connection with the issuance of the Bonds and any amendment, modification or supplement thereto.

"Bond Letter of Credit" means the irrevocable transferable letter of credit in the initial stated amount of $8,076,713 issued by Harris N.A. (as successor by merger to Harris Trust and Savings Bank) to secure the payment of the Bonds.

"Bonds" means the Manhattan, Kansas Variable Rate Demand Industrial Development Revenue Refunding Bonds (Florence Corporation of Kansas Project), Series 2003.

"Borrower" and "Borrowers" have the meaning specified in the first paragraph of this Agreement.

"Borrower Guaranteed Obligations" has the meaning provided in Section 10.01.

"Borrower Payment" has the meaning provided in Section 1.07.

"Borrower Representative" means GII in its capacity as Borrower Representative pursuant to Section 1.05.

"Borrowing" means a Revolving Borrowing, a Term Borrowing or the incurrence of a Swing Loan.

"Business Day" means (i) any day other than Saturday, Sunday or any other day on which commercial banks in Cleveland, Ohio are authorized or required by law to close and (ii) with respect to any matters relating to (A) Eurodollar Loans, any day on which dealings in U.S. Dollars are carried on in the London interbank market, and (B) Foreign Currency Loans, any day on which commercial banks are open for international business (including the clearing of currency transfers in the relevant Designated Foreign Currency) in the principal financial center of the home country of the applicable Designated Foreign Currency (or in the case of a Foreign Currency Loan denominated in Euros, a day on which the TARGET payment system is open for settlement of payments in Euros).

"Capital Distribution" means a payment made, liability incurred or other consideration given for the purchase, acquisition, repurchase, redemption or retirement of any Equity Interest of any Borrower or any Subsidiary or as a dividend, return of capital or other distribution in respect of any of such Borrower's or such Subsidiary's Equity Interest.

"Capital Lease" as applied to any Person means any lease of any property (whether real, personal or mixed) by that Person as lessee that, in conformity with GAAP, should be accounted for as a capital lease on the balance sheet of that Person.

"Capitalized Lease Obligations" means all obligations under Capital Leases of the Borrowers or any of their Subsidiaries, without duplication, in each case taken at the amount thereof accounted for as liabilities identified as "capital lease obligations" (or any similar words) on a consolidated balance sheet of the Borrowers and their Subsidiaries prepared in accordance with GAAP.

"Cash Dividend" means a Capital Distribution of GII payable in cash to the shareholders of the GII with respect to any class or series of Equity Interest of the Borrower.

"Cash Equivalents" means any of the following:

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

(ii) U.S. dollar denominated time deposits, certificates of deposit and bankers' acceptances of (x) any Lender, (y) any domestic commercial bank of recognized standing having capital and surplus in excess of $500,000,000 or (z) any bank (or the parent company of such bank) whose short-term commercial paper rating from S&P is at least A-1, A-2 or the equivalent thereof or from Moody's is at least P-1, P-2 or the equivalent thereof (any such bank, an "Approved Bank"), in each case with maturities of not more than 180 days from the date of acquisition;

(iii) commercial paper issued by any Lender or Approved Bank or by the parent company of any Lender or Approved Bank and commercial paper issued by, or guaranteed by, any industrial or financial company with a short-term commercial paper rating of at least A-1 or the equivalent thereof by S&P or at least P-1 or the equivalent thereof by Moody's, or guaranteed by any industrial company with a long-term unsecured debt rating of at least A or A2, or the equivalent of each thereof, from S&P or Moody's, as the case may be, and in each case maturing within 180 days after the date of acquisition;

(iv) fully collateralized repurchase agreements entered into with any Lender or Approved Bank having a term of not more than 30 days and covering securities described in clause (i) above;

(v) investments in money market funds substantially all the assets of which are comprised of securities of the types described in clauses (i) through (iv) above;

(vi) investments in money market funds access to which is provided as part of "sweep" accounts maintained with a Lender or an Approved Bank;

(vii) investments in industrial development revenue bonds that (A) "re-set" interest rates not less frequently than quarterly, (B) are entitled to the benefit of a remarketing arrangement with an established broker dealer, and (C) are supported by a direct pay letter of credit covering principal and accrued interest that is issued by an Approved Bank; and

(viii) investments in pooled funds or investment accounts consisting of investments of the nature described in the foregoing clause (vii).

"Cash Proceeds" means, with respect to (i) any Asset Sale, the aggregate cash payments (including any cash received by way of deferred payment pursuant to a note receivable issued in connection with such Asset Sale, other than the portion of such deferred payment constituting interest, but only as and when so received) received by any Borrower or any Subsidiary from such Asset Sale, and (ii) any Event of Loss, the aggregate cash payments, including all insurance proceeds and proceeds of any award for condemnation or taking, received in connection with such Event of Loss.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as the same may be amended from time to time, 42 U.S.C. § 9601 *et seq.*

"Change of Control" means (i) the occupation of a majority of the seats (other than vacant seats) on the board of directors of GII by Persons who were neither (A) nominated by the Board of Directors of GII nor (B) appointed by directors so nominated; (ii) the acquisition of, or, if earlier, the shareholder or director approval of the acquisition of, ownership or voting control, directly or indirectly, beneficially or of record, on or after the Closing Date, by any Person or group (within the meaning of Rule 13d-3 of the SEC under the 1934 Act, as then in effect), of shares representing more than 50% of the aggregate ordinary Voting Power represented by the issued and outstanding capital stock of GII; or (iii) the occurrence of a change in control, or other similar provision, under or with respect to any Material Indebtedness Agreement.

"Charges" has the meaning provided in Section 11.23.

"CIP Regulations" has the meaning provided in Section 9.07.

"Claims" has the meaning set forth in the definition of "Environmental Claims."

"Class," when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are Revolving Loans, Term Loans or Swingline Loans and, when used in reference to any Commitment, refers to whether such Commitment is a Revolving Commitment, Term Commitment or Swing Line Commitment, in each case, under this Agreement as originally in effect.

"Closing Date" means August 31, 2007.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated and the rulings issued thereunder. Section references to the Code are to the Code as in effect at the Closing Date and any subsequent provisions of the Code, amendatory thereof, supplemental thereto or substituted therefor.

"Collateral" means the "Collateral" as defined in the Security Agreement, together with any other collateral (whether real property or personal property) covered by any Security Document.

"Collateral Assignment Agreements" has the meaning specified in the Security Agreement.

"Commitment" means with respect to each Lender, (i) its Revolving Commitment, if any, or (ii) its Term Commitment, if any, or, in the case of any such Lender, all of such Commitments.

"Commodities Hedge Agreement" means a commodities contract purchased by any Borrower or any Subsidiary in the ordinary course of business, and not for speculative purposes, with respect to raw materials necessary to the manufacturing or production of goods in connection with the business of the Borrowers and their Subsidiaries.

"Compliance Certificate" has the meaning provided in Section 6.01(c).

"Confidential Information" has the meaning provided in Section 11.15(b).

"Consideration" means, in connection with an Acquisition, the aggregate consideration paid, including borrowed funds, cash, the issuance of securities or notes, the assumption or incurring of liabilities (direct or contingent), the payment of consulting fees (excluding any fees payable to any investment banker in connection with such Acquisition) or fees for a covenant not to compete and any other consideration paid for the purchase.

"Consolidated Capital Expenditures" means, for any period, the aggregate of all expenditures (whether paid in cash or accrued as liabilities and including in all events amounts expended or capitalized under Capital Leases and Synthetic Leases but excluding any amount representing capitalized interest) by the Borrowers and their Subsidiaries during that period that, in conformity with GAAP, are or are required to be included in the property, plant or equipment reflected in the consolidated balance sheet of the Borrowers and their Subsidiaries.

"Consolidated Depreciation and Amortization Expense" means, for any period, all depreciation and amortization expenses of the Borrowers and their Subsidiaries, all as determined for the Borrowers and their Subsidiaries on a consolidated basis in accordance with GAAP.

"Consolidated EBIT" means, for any period, Consolidated Net Income for such period; plus (A) the sum of the amounts for such period included in determining such Consolidated Net Income of (without duplication) (i) Consolidated Interest Expense, (ii) Consolidated Income Tax Expense and (iii) extraordinary and other non-recurring non-cash losses and charges, less (B) gains on sales of assets and other extraordinary gains and other non-recurring gains; *provided that*, notwithstanding anything to the contrary contained herein, the Borrowers' Consolidated EBIT for any Testing Period shall (x) include the appropriate financial items for any Person or business unit that has been acquired by a Borrower for any portion of such Testing Period prior to the date of acquisition on a *pro forma* basis (but excluding anticipated operating synergies), and (y) exclude the appropriate financial items for any Person or business unit that has been disposed of by a Borrower, for the portion of such Testing Period prior to the date of disposition, in the case of clauses (x) and (y), subject to the Administrative Agent's reasonable discretion and supporting documentation acceptable to the Administrative Agent.

"Consolidated EBITDA" means, for any period, Consolidated EBIT for such period, plus Consolidated Depreciation and Amortization Expense, as determined for the Borrowers and their Subsidiaries on a consolidated basis in accordance with GAAP; provided that, notwithstanding anything to the contrary contained herein, the Borrowers' Consolidated EBITDA for any Testing Period shall (x) include the appropriate financial items for any Person or business unit that has been acquired by a Borrower for any portion of such Testing Period prior to the date of acquisition on a *pro forma* basis (but excluding anticipated operating synergies), and (y) exclude the appropriate financial items for any Person or business unit that has been disposed of by a Borrower, for the portion of such Testing Period prior to the date of disposition, in the case of clauses (x) and (y), subject to the Administrative Agent's reasonable discretion and supporting documentation acceptable to the Administrative Agent.

"Consolidated Income Tax Expense" means, for any period, all provisions for taxes based on the net income of the Borrowers or any of their Subsidiaries (including, without limitation, any additions to such taxes, and any penalties and interest with respect thereto), all as determined for the Borrowers and their Subsidiaries on a consolidated basis in accordance with GAAP.

"Consolidated Interest Expense" means, for any period, total interest expense (including, without limitation, that which is capitalized and that which is attributable to Capital Leases or Synthetic Leases) of the Borrowers and their Subsidiaries on a consolidated basis with respect to all outstanding indebtedness of the Borrowers and their Subsidiaries, including, without limitation, all commissions, discounts and other fees and charges owed with respect to letters of credit and net costs under hedge agreements.

"Consolidated Net Income" means for any period, the net income (or loss) of the Borrowers and their Subsidiaries on a consolidated basis for such period taken as a single accounting period determined in conformity with GAAP.

"Consolidated Net Working Capital" means current assets (excluding cash and Cash Equivalents), minus current liabilities, all as determined for the Borrowers and their Subsidiaries on a consolidated basis in accordance with GAAP.

"Consolidated Net Worth" means at any time, all amounts that, in conformity with GAAP, would be included under the caption "total stockholders' equity" (or any like caption) on a consolidated balance sheet of the Borrowers at such time.

"Consolidated Total Funded Debt" means the sum (without duplication) of all Indebtedness of the Borrowers and each of their Subsidiaries for borrowed money, all as determined on a consolidated basis.

"Continue," "Continuation" and "Continued" each refers to a continuation of a Eurocurrency Loan for an additional Interest Period as provided in Section 2.10.

"Control Agreements" has the meaning set forth in the Security Agreement.

"Convert," "Conversion" and "Converted" each refers to a conversion of Loans of one Type into Loans of another Type.

"Credit Event" means the making of any Borrowing, any Conversion or Continuation or any LC Issuance.

"Credit Facility" means the credit facility established under this Agreement pursuant to which (i) the Revolving Lenders shall make Revolving Loans to the Borrowers and shall participate in LC Issuances, under the Revolving Facility pursuant to the Revolving Commitment of each such Revolving Lender, (ii) each Term Lender shall make a Term Loan to the Borrowers pursuant to such Term Commitment of such Term Lender, (iii) the Swing Line Lender shall make Swing Loans to the Borrowers under the Swing Line Facility pursuant to the Swing Line Commitment, and (iv) each LC Issuer shall issue Letters of Credit for the account of the LC Obligors in accordance with the terms of this Agreement.

"Credit Facility Exposure" means, for any Lender at any time, the sum of (i) the Dollar Equivalent of such Lender's Revolving Facility Exposure at such time, if any, (ii) in the case of the Swing Line Lender, the aggregate principal amount of Swing Loans outstanding at such time, and (iii) the outstanding aggregate principal amount of the Term Loan made by such Lender, if any.

"Default" means any event, act or condition that with notice or lapse of time, or both, would constitute an Event of Default.

"Default Rate" means, for any day, with respect to any Loan, a rate per annum equal to 2% per annum above the interest rate that would be applicable to Revolving Loans that are Base Rate Loans pursuant to section 2.09(a)(i).

"Designated Foreign Currency" means Euros, British Pounds Sterling, Czech Republic Koruna, Polish Zloty, Japanese Yen, Canadian Dollars, or any other currency (other than Dollars) approved in writing by the Lenders and that is freely traded and exchangeable into Dollars.

"Designated Hedge Agreement" means any Hedge Agreement (other than a Commodities Hedge Agreement) to which any Borrower or any Subsidiary is a party and as to which a Lender or any of its Affiliates is a counterparty that, pursuant to a written instrument signed by the Administrative Agent, has been designated as a Designated Hedge Agreement so that such Borrower's or such Subsidiary's counterparty's credit exposure thereunder will be entitled to share in the benefits of the Subsidiary

Guaranty and the Security Documents to the extent the Subsidiary Guaranty and such Security Documents provide guarantees or security for creditors of any Borrower or any Subsidiary under Designated Hedge Agreements.

"Designated Hedge Creditor" means each Lender or Affiliate of a Lender that participates as a counterparty to any Loan Party pursuant to any Designated Hedge Agreement with such Lender or Affiliate of such Lender.

"Dollars," "U.S. Dollars" and the sign "$" each means lawful money of the United States.

"Dollar Equivalent" means, (i) with respect to any amount denominated in Dollars, such amount, (ii) with respect to a Foreign Currency Loan to be made, the Dollar equivalent of the amount of such Foreign Currency Loan, determined by the Administrative Agent on the basis of its spot rate at approximately 11:00 A.M. London time on the date three Business Days before the date such Foreign Currency Loan is to be made, for the purchase of the relevant Designated Foreign Currency with Dollars for delivery on the date such Foreign Currency Loan is to be made, (iii) with respect to any Letter of Credit to be issued in any Designated Foreign Currency, the Dollar equivalent of the Stated Amount of such Letter of Credit, determined by the applicable LC Issuer on the basis of its spot rate at approximately 11:00 A.M. London time on the date two Business Days before the issuance of such Letter of Credit, for the purchase of the relevant Designated Foreign Currency with Dollars for delivery on such date of issuance, and (iv) with respect to any other amount not denominated in Dollars, and with respect to Foreign Currency Loans and Letters of Credit issued in any Designated Foreign Currency at any other time, the Dollar equivalent of such amount, Foreign Currency Loan or Letter of Credit, as the case may be, determined by the Administrative Agent on the basis of its spot rate at approximately 11:00 A.M. London time on the date for which the Dollar equivalent amount of such amount, Foreign Currency Loan or Letter of Credit, as the case may be, is being determined, for the purchase of the relevant Designated Foreign Currency with Dollars for delivery on such date.

"Domestic Subsidiary" means any Subsidiary organized under the laws of the United States of America, any State thereof, or the District of Columbia.

"Eligible Assignee" means (i) a Lender, (ii) an Affiliate of a Lender, (iii) an Approved Fund, and (iv) any other Person (other than a natural Person) approved by (A) the Administrative Agent, (B) each LC Issuer (but only in the case of any assignment with respect to the Revolving Facility), and (C) unless an Event of Default has occurred and is continuing, the Borrower Representative (but only in the case of any assignment with respect to the Revolving Facility), each such approval not to be unreasonably withheld or delayed; *provided, however,* that notwithstanding the foregoing, "Eligible Assignee" shall not include the Borrowers or any of their Affiliates or Subsidiaries.

"Environmental Claims" means any and all administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigations or proceedings relating in any way to any Environmental Law or any permit issued under any such law (hereafter "Claims"), including, without limitation, (i) any and all Claims by any Governmental Authority for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law, and (ii) any and all Claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from the storage, treatment or Release (as defined in CERCLA) of any Hazardous Materials or arising from alleged injury or threat of injury to health, safety or the environment.

"Environmental Law" means any applicable Federal, state, foreign or local statute, law, rule, regulation, ordinance, code, binding and enforceable guideline, binding and enforceable written policy

and rule of common law now or hereafter in effect and in each case as amended, and any binding and enforceable judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment issued to or rendered against any Borrower or any Subsidiary relating to the environment, employee health and safety or Hazardous Materials, including, without limitation, CERCLA; RCRA; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; the Oil Pollution Act of 1990, 33 U.S.C. § 2701 *et seq.*; the Emergency Planning and the Community Right-to-Know Act of 1986, 42 U.S.C. § 11001 *et seq.*, the Hazardous Material Transportation Act, 49 U.S.C. § 5101 *et seq.* and the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.* (to the extent it regulates occupational exposure to Hazardous Materials); and any state and local or foreign counterparts or equivalents, in each case as amended from time to time.

"Equity Interest" means with respect to any Person, any and all shares, interests, participations or other equivalents, including membership interests (however designated, whether voting or non-voting) of equity of such Person, including, if such Person is a partnership, partnership interests (whether general or limited) or any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, such partnership, but in no event will Equity Interest include any debt securities convertible or exchangeable into equity unless and until actually converted or exchanged.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated and rulings issued thereunder. Section references to ERISA are to ERISA, as in effect at the Closing Date and any subsequent provisions of ERISA, amendatory thereof, supplemental thereto or substituted therefor.

"ERISA Affiliate" means each Person (as defined in Section 3(9) of ERISA), which together with a Borrower or a Subsidiary, would be deemed to be a "single employer" (i) within the meaning of Section 414(b), (c), (m) or (o) of the Code or Section 4001(a)(14) or 4001(b)(i) of ERISA or (ii) as a result of any Borrower or a Subsidiary of any Borrower being or having been a general partner of such Person.

"Eurocurrency Loan" means any Eurodollar Loan or Foreign Currency Loan.

"Eurodollar Loan" means each Loan denominated in Dollars bearing interest at a rate based upon the Adjusted Eurocurrency Rate.

"Event of Default" has the meaning provided in Section 8.01.

"Event of Loss" means, with respect to any property, (i) the actual or constructive total loss of such property or the use thereof, resulting from destruction, damage beyond repair, or the rendition of such property permanently unfit for normal use from any casualty or similar occurrence whatsoever, (ii) the destruction or damage of a portion of such property from any casualty or similar occurrence whatsoever under circumstances in which such damage cannot reasonably be expected to be repaired, or such property cannot reasonably be expected to be restored to its condition immediately prior to such destruction or damage, within 90 days after the occurrence of such destruction or damage, (iii) the condemnation, confiscation or seizure of, or requisition of title to or use of, any property, or (iv) in the case of any property located upon a leasehold, the termination or expiration of such leasehold.

"Excess Cash Flow" means, for any period, the excess of (i) Consolidated EBITDA for such period, over (ii) the sum for such period of (A) Consolidated Interest Expense, (B) Consolidated Income Tax Expense, (C) Consolidated Capital Expenditures, (D) the increase (or decrease), if any, in Consolidated Net Working Capital, (E) scheduled or mandatory repayments, prepayments or redemptions

of the principal of Indebtedness so long as in the case of any revolving credit facility there is a permanent reduction in the commitment thereunder, (F) without duplication of any amount included under the preceding clause (E), scheduled payments representing the principal portion of Capitalized Leases and Synthetic Leases, and (G) Cash Dividends by GII paid in accordance with Section 7.06(c).

"Excess Cash Flow Prepayment Amount" has the meaning provided in Section 2.13(c)(iv).

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

"Existing Letters of Credit" shall have the meaning provided in Section 2.05(h).

"Facility Fees" has the meaning provided in Section 2.11(a).

"Federal Funds Effective Rate" means, for any period, a fluctuating interest rate equal for each day during such period to the weighted average of the rates on overnight Federal Funds transactions with members of the Federal Reserve System arranged by Federal Funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three Federal Funds brokers of recognized standing selected by the Administrative Agent.

"Fees" means all amounts payable pursuant to, or referred to in, Section 2.11, together with any other fees payable pursuant to this Agreement or any other Loan Document.

"Financial Statement Due Date" means, for the first three quarters of each fiscal year, each date by which quarterly financial statements are required to be delivered pursuant to Section 6.01(b), and for the last fiscal quarter of each fiscal year, the date by which annual financial statements are required to be delivered pursuant to Section 6.01(a).

"Florence Acquisition" shall mean the acquisition by GII of 100% of the Equity Interests of the Target.

"Florence Documents" shall mean all of the agreements, documents and instruments executed and/or delivered in connection with the Florence Acquisition.

"Foreign Currency Exposure" means, at any time, the sum of the Aggregate Revolving Facility Exposure at such time that is denominated in any Designated Foreign Currency.

"Foreign Currency Loan" means each Revolving Loan denominated in a Designated Foreign Currency and bearing interest at a rate based upon the Adjusted Eurocurrency Rate.

"Foreign Subsidiary" means any Subsidiary that is not a Domestic Subsidiary.

"GAAP" means generally accepted accounting principles in the United States of America as in effect from time to time.

"GII" has the meaning specified in the first paragraph of this Agreement.

"GSNY" has the meaning specified in the first paragraph of this Agreement.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative

tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Guaranty Obligations" means as to any Person (without duplication) any obligation of such Person guaranteeing any Indebtedness ("primary Indebtedness") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent, (i) to purchase any such primary Indebtedness or any property constituting direct or indirect security therefor, (ii) to advance or supply funds for the purchase or payment of any such primary Indebtedness or to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor, (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary Indebtedness of the ability of the primary obligor to make payment of such primary Indebtedness, or (iv) otherwise to assure or hold harmless the owner of such primary Indebtedness against loss in respect thereof, *provided*, *however*, that the definition of Guaranty Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guaranty Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary Indebtedness in respect of which such Guaranty Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder), as determined by such Person in good faith.

"Hazardous Materials" means (i) any petrochemical or petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls, and radon gas; and (ii) any chemicals, materials or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "restricted hazardous materials," "extremely hazardous wastes," "restrictive hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or words of similar meaning and regulatory effect, under any applicable Environmental Law.

"Hedge Agreement" means (i) any interest rate swap agreement, any interest rate cap agreement, any interest rate collar agreement or other similar interest rate management agreement or arrangement, (ii) any currency swap or option agreement, foreign exchange contract, forward currency purchase agreement or similar currency management agreement or arrangement or (iii) any Commodities Hedge Agreement.

"Indebtedness" of any Person means, without duplication: (i) all indebtedness of such Person for borrowed money; (ii) all bonds, notes, debentures and similar debt securities of such Person; (iii) the deferred purchase price of capital assets or services that in accordance with GAAP would be shown on the liability side of the balance sheet of such Person; (iv) the face amount of all letters of credit issued for the account of such Person and, without duplication, all drafts drawn thereunder; (v) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances; (vi) all Indebtedness of a second Person secured by any Lien on any property owned by such first Person, whether or not such indebtedness has been assumed; (vii) all Capitalized Lease Obligations of such Person; (viii) the present value, determined on the basis of the implicit interest rate, of all basic rental obligations under all Synthetic Leases of such Person; (ix) all obligations of such Person to pay a specified purchase price for goods or services whether or not delivered or accepted, i.e., take-or-pay and similar obligations; (x) all net obligations of such Person under Hedge Agreements; (xi) the full outstanding balance of trade receivables, notes or other instruments sold with full recourse (and the portion thereof subject to potential recourse, if sold with limited recourse), other than in any such case any thereof sold solely for purposes of collection of delinquent accounts; (xii) the stated value, or liquidation value if higher, of all Redeemable Stock of such Person; and (xiii) all Guaranty Obligations of such Person (without duplication under

clause (vi)); *provided*, *however* that (x) neither trade payables nor other similar accrued expenses, in each case arising in the ordinary course of business, nor obligations in respect of insurance policies or performance or surety bonds that themselves are not guarantees of Indebtedness (nor drafts, acceptances or similar instruments evidencing the same nor obligations in respect of letters of credit supporting the payment of the same), shall constitute Indebtedness; and (y) the Indebtedness of any Person shall in any event include (without duplication) the Indebtedness of any other entity (including any general partnership in which such Person is a general partner) to the extent such Person is liable thereon as a result of such Person's ownership interest in or other relationship with such entity, *except* to the extent the terms of such Indebtedness provide expressly that such Person is not liable thereon.

"Indemnitees" has the meaning provided in Section 11.02.

"Insolvency Event" means, with respect to any Person: (i) the commencement of a voluntary case by such Person under the Bankruptcy Code or the seeking of relief by such Person under any bankruptcy or insolvency or analogous law in any jurisdiction outside of the United States; (ii) the commencement of an involuntary case against such Person under the Bankruptcy Code and the petition is not controverted within 10 days, or is not dismissed within 90 days, after commencement of the case; (iii) a custodian (as defined in the Bankruptcy Code) is appointed for, or takes charge of, all or substantially all of the property of such Person; (iv) such Person commences (including by way of applying for or consenting to the appointment of, or the taking of possession by, a rehabilitator, receiver, custodian, trustee, conservator or liquidator (collectively, a "conservator") of such Person or all or any substantial portion of its property) any other proceeding under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency, liquidation, rehabilitation, conservatorship or similar law of any jurisdiction whether now or hereafter in effect relating to such Person; (v) any such proceeding of the type set forth in clause (iv) above is commenced against such Person to the extent such proceeding is consented to by such Person or remains undismissed for a period of 90 days; (vi) such Person is adjudicated insolvent or bankrupt; (vii) any order of relief or other order approving any such case or proceeding is entered; (viii) such Person suffers any appointment of any conservator or the like for it or any substantial part of its property that continues undischarged or unstayed for a period of 90 days; (ix) such Person makes a general assignment for the benefit of creditors or generally does not pay its debts as such debts become due; or (x) any corporate (or similar organizational) action is taken by such Person for the purpose of effecting any of the foregoing.

"Interest Coverage Ratio" means, for any Testing Period, the ratio of (i) Consolidated EBITDA to (ii) Consolidated Interest Expense.

"Interest Period" means, with respect to each Eurocurrency Loan, a period of one, two, three or six months as selected by the Borrower Representative; *provided*, *however*, that (i) the initial Interest Period for any Borrowing of such Eurocurrency Loan shall commence on the date of such Borrowing (the date of a Borrowing resulting from a Conversion or Continuation shall be the date of such Conversion or Continuation) and each Interest Period occurring thereafter in respect of such Borrowing shall commence on the day on which the next preceding Interest Period expires; (ii) if any Interest Period begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period, such Interest Period shall end on the last Business Day of such calendar month; (iii) if any Interest Period would otherwise expire on a day that is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; *provided*, *however*, that if any Interest Period would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the next preceding Business Day; (iv) no Interest Period for any Eurocurrency Loan may be selected that would end after the Revolving Facility Termination Date or the Term Loan Maturity Date, as the case may be; and (v) if, upon the expiration of any Interest Period, the Borrower Representative has failed to (or may not) elect a new Interest Period to

be applicable to the respective Borrowing of Eurocurrency Loans as provided above, the Borrower Representative shall be deemed to have elected to Convert such Borrowing to Base Rate Loans effective as of the expiration date of such current Interest Period or, in the case of any Foreign Currency Loan, the Borrowers shall be required to repay the same in full.

"Investment" means (i) any direct or indirect purchase or other acquisition by a Person of any Equity Interest of any other Person; (ii) any loan, advance (other than deposits with financial institutions available for withdrawal on demand) or extension of credit to, guarantee or assumption of debt or purchase or other acquisition of any other Indebtedness of, any Person by any other Person; or (iii) the purchase, acquisition or investment of or in any stocks, bonds, mutual funds, notes, debentures or other securities, or any deposit account, certificate of deposit or other investment of any kind.

"LC Commitment Amount" means $50,000,000 or the Dollar Equivalent thereof in Designated Foreign Currency.

"LC Documents" means, with respect to any Letter of Credit, any documents executed in connection with such Letter of Credit, including the Letter of Credit itself, and, in the case of the Bond Letter of Credit, includes the Bond Documents.

"LC Fee" means any of the fees payable pursuant to Section 2.11(b) or Section 2.11(c) in respect of Letters of Credit.

"LC Issuance" means the issuance of any Letter of Credit by any LC Issuer for the account of an LC Obligor in accordance with the terms of this Agreement, and shall include any amendment thereto that increases the Stated Amount thereof or extends the expiry date of such Letter of Credit.

"LC Issuer" means (i) in respect of each Existing Letter of Credit, the Lender that has issued the same as of the Closing Date, which includes, in the case of the Bond Letter of Credit, Harris N.A. as the issuer thereof; and (ii) in respect of any other Letter of Credit, KeyBank National Association or any of its Affiliates, or such other Revolving Lender that is requested by the Borrowers and agrees to be an LC Issuer hereunder and is approved by the Administrative Agent.

"LC Obligor" means, with respect to each LC Issuance, the Borrower or the Subsidiary Guarantor for whose account such Letter of Credit is issued.

"LC Outstandings" means, at any time, the sum, without duplication, of (i) the Dollar Equivalent of the aggregate Stated Amount of all outstanding Letters of Credit and (ii) the Dollar Equivalent of the aggregate amount of all Unpaid Drawings with respect to Letters of Credit.

"LC Participant" has the meaning provided in Section 2.05(g)(i).

"LC Participation" has the meaning provided in Section 2.05(g).

"LC Request" has the meaning provided in Section 2.05(b).

"Lead Arranger" has the meaning provided in the first paragraph of this Agreement.

"Leaseholds" of any Person means all the right, title and interest of such Person as lessee or licensee in, to and under leases or licenses of land, improvements and/or fixtures.

"Lender" and "Lenders" have the meaning provided in the first paragraph of this Agreement and includes any other Person that becomes a party hereto pursuant to an Assignment Agreement, other than any such Person that ceases to be a party hereto pursuant to an Assignment Agreement. Unless the context otherwise requires, the term "Lenders" includes the Swing Line Lender.

"Lender Register" has the meaning provided in Section 2.08(b).

"Letter of Credit" means (i) any Existing Letter of Credit and (ii) any Standby Letter of Credit issued by any LC Issuer under this Agreement pursuant to Section 2.05 for the account of any LC Obligor.

"Lien" means any mortgage, pledge, security interest, hypothecation, encumbrance, lien or charge of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement or any lease in the nature thereof).

"Loan" means any Revolving Loan, Term Loan or Swing Loan.

"Loan Documents" means this Agreement, the Notes, the Subsidiary Guaranty, the Security Documents, the Administrative Agent Fee Letter, and each Letter of Credit and each other LC Document.

"Loan Party" means any Borrower or any Subsidiary Guarantor.

"Margin Stock" has the meaning provided in Regulation U.

"Material Adverse Effect" means any or all of the following: (i) any material adverse effect on the business, operations, property, assets, liabilities, financial or other condition or prospects of the Borrowers or the Borrowers and their Subsidiaries, taken as a whole; (ii) any material adverse effect on the ability of the Borrowers or any other material Loan Party to perform its obligations under any of the Loan Documents to which it is a party; (iii) any material adverse effect on the ability of the Borrowers and their Subsidiaries, taken as a whole, to pay their liabilities and obligations as they mature or become due; or (iv) any material adverse effect on the validity, effectiveness or enforceability, as against any Loan Party, of any of the Loan Documents to which it is a party.

"Material Indebtedness" means, as to the Borrowers or any of their Subsidiaries, any particular Indebtedness of such Borrower or such Subsidiary (including any Guaranty Obligations) in excess of the aggregate principal amount of $25,000,000 (or the Dollar Equivalent thereof), and shall at all times include, but not be limited to, any Indebtedness incurred in connection with the Subordinated Indenture.

"Material Indebtedness Agreement" means any agreement governing or evidencing any Material Indebtedness.

"Maximum Foreign Currency Exposure Amount" means the Dollar Equivalent of $50,000,000.

"Maximum Rate" has the meaning provided in Section 11.23.

"Minimum Borrowing Amount" means (i) with respect to any Base Rate Loan, $1,000,000 (or the Dollar Equivalent thereof in any Designated Foreign Currency), with minimum increments thereafter of $500,000 (or the Dollar Equivalent thereof in any Designated Foreign Currency), (ii) with respect to any Eurodollar Loan, $10,000,000 (or the Dollar Equivalent thereof in any Designated Foreign Currency), with minimum increments thereafter of $1,000,000 (or the Dollar Equivalent thereof in any Designated Foreign Currency), and (iii) with respect to Swing Loans, $1,000,000, with minimum increments

thereafter of $500,000.

"Moody's" means Moody's Investors Service, Inc. and its successors.

"Multi-Employer Plan" means a multi-employer plan, as defined in Section 4001(a)(3) of ERISA to which the Borrowers or any Subsidiary or any ERISA Affiliate is making or accruing an obligation to make contributions or has within any of the preceding five plan years made or accrued an obligation to make contributions.

"Multiple Employer Plan" means an employee benefit plan, other than a Multi-Employer Plan, to which any Borrower or any Subsidiary or any ERISA Affiliate, and one or more employers other than a Borrowers or a Subsidiary or an ERISA Affiliate, is making or accruing an obligation to make contributions or, in the event that any such plan has been terminated, to which a Borrower or a Subsidiary or an ERISA Affiliate made or accrued an obligation to make contributions during any of the five plan years preceding the date of termination of such plan.

"Net Cash Proceeds" means, with respect to (i) any Asset Sale, the Cash Proceeds resulting therefrom net of (A) reasonable and customary expenses of sale incurred in connection with such Asset Sale, and other reasonable and customary fees and expenses incurred, and all state and local taxes paid or reasonably estimated to be payable by such Person as a consequence of such Asset Sale and the payment of principal, premium and interest of Indebtedness (other than the Obligations) secured by the asset which is the subject of the Asset Sale and required to be, and which is, repaid under the terms thereof as a result of such Asset Sale, and (B) incremental federal, state and local income taxes paid or payable as a result thereof; and (ii) any Event of Loss, the Cash Proceeds resulting therefrom net of (A) reasonable and customary expenses incurred in connection with such Event of Loss, and local taxes paid or reasonably estimated to be payable by such Person as a consequence of such Event of Loss and the payment of principal, premium and interest of Indebtedness (other than the Obligations) secured by the asset which is the subject of the Event of Loss and required to be, and which is, repaid under the terms thereof as a result of such Event of Loss, and (B) incremental federal, state and local income taxes paid or payable as a result thereof.

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

"Note" means a Revolving Facility Note, a Term Note or a Swing Line Note, as applicable.

"Notice of Borrowing" has the meaning provided in Section 2.06(b).

"Notice of Continuation or Conversion" has the meaning provided in Section 2.10(b).

"Notice of Swing Loan Refunding" has the meaning provided in Section 2.04(b).

"Notice Office" means the office of the Administrative Agent at Key Tower, 127 Public Square, Cleveland, Ohio 44114, Attention: Dianne Cox (Telecopier No. (216) 689-4814; Telephone No. (216) 689-4450); email: dianne_cox@keybank.com, or such other office(s), as the Administrative Agent may designate to the Borrower Representative in writing from time to time.

"Obligations" means all amounts, indemnities and reimbursement obligations, direct or indirect, contingent or absolute, of every type or description, and at any time existing, owing by the Borrowers or any other Loan Party to the Administrative Agent, any Lender, the Swing Line Lender or any LC Issuer pursuant to the terms of this Agreement or any other Loan Document (including, but not limited to, interest and fees that accrue after the commencement by or against any Loan Party of any insolvency

proceeding, regardless of whether allowed or allowable in such proceeding or subject to an automatic stay under Section 362(a) of the Bankruptcy Code).

"Operating Lease" as applied to any Person means any lease of any property (whether real, personal or mixed) by that Person as lessee that, in conformity with GAAP, is not accounted for as a Capital Lease on the balance sheet of that Person.

"Organizational Documents" means, with respect to any Person (other than an individual), such Person's articles (certificate) of incorporation, or equivalent formation documents, and regulations (bylaws), or equivalent governing documents, and, in the case of any partnership, includes any partnership agreement and any amendments to any of the foregoing.

"Original Closing Date" means December 8, 2005.

"Original Credit Agreement" has the meaning provided in the Recitals hereto.

"Payment Office" means the office of the Administrative Agent at Key Tower, 127 Public Square, Cleveland, Ohio 44114, Attention: Dianne Cox (Telecopier No. (216) 689-4814; Telephone No. (216) 689-4450); email: dianne_cox@keybank.com, or such other office(s), as the Administrative Agent may designate to the Borrower Representative in writing from time to time.

"PBGC" means the Pension Benefit Guaranty Corporation established pursuant to Section 4002 of ERISA, or any successor thereto.

"Permitted Acquisition" means any Acquisition as to which all of the following conditions are satisfied:

(i) such Acquisition involves a line or lines of business that will not substantially change the general nature of the business in which the Borrowers and their Subsidiaries, considered as an entirety, are engaged on the Closing Date;

(ii) no Default or Event of Default shall exist prior to or immediately after giving effect to such Acquisition;

(iii) the Borrowers would, after giving effect to such Acquisition, on a *pro forma* basis, be in compliance with the financial covenants set forth in Section 7.07;

(iv) the Borrowers would, after giving effect to such Acquisition, on a *pro forma* basis, have Post-Acquisition Liquidity of no less than $50,000,000;

(v) the Total Leverage Ratio as determined on a *pro forma* basis after giving effect to such Acquisition must be less than 4.00 to 1.00;

(vi) the aggregate Consideration to be paid in connection with such Acquisition shall not exceed $125,000,000, and when together with the aggregate Consideration paid in connection with all other Permitted Acquisitions made within the same fiscal year as such Acquisition, shall not exceed $210,000,000 for the fiscal year 2007 and $200,000,000 thereafter; and

(vii) at least five Business Days prior to the completion of such Acquisition, the Borrowers shall have delivered to the Administrative Agent and the Lenders (A) in the case of any Acquisition in which the aggregate Consideration to be paid is in excess of $25,000,000 (or

in the case of any Acquisition in which the Consideration to be paid, together with the aggregate Consideration paid in connection with all other Permitted Acquisitions made during the same fiscal quarter as such Acquisition, is in excess of the aggregate amount of $25,000,000), a certificate of an Authorized Officer demonstrating, to the reasonable satisfaction of the Administrative Agent, the computation of the financial covenants referred to in Section 7.07 on a *pro forma* basis as of the most recently ended fiscal quarter, and (B) in the case of any Acquisition in which the aggregate Consideration is in excess of $25,000,000, (1) to the extent available to the Borrowers, historical financial statements relating to the business or Person to be acquired and (2) such other information as the Administrative Agent may reasonably request.

Notwithstanding the foregoing, with respect to the Florence Acquisition, in lieu of the above, the Borrower shall be required to comply with Section 4.01(xxi), provided that such Acquisition shall be included for purposes of calculating the amounts set forth in clause (vi) of this definition.

"Permitted Foreign Subsidiary Loans and Investments" means: (i) loans and investments by a Loan Party to or in a Foreign Subsidiary made on or after the Closing Date in the ordinary course of business, so long as the aggregate amount of all such loans and investments by all Loan Parties does not, at any time, exceed $100,000,000; and (ii) loans to a Foreign Subsidiary by any Person (other than the Borrowers or any of their respective Subsidiaries), and any guaranty of such loans by a Loan Party, so long as the aggregate principal amount of all such loans does not at any time exceed $25,000,000.

"Permitted Lien" means any Lien permitted by Section 7.03.

"Person" means any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust or other entity or any government or political subdivision or any agency, department or instrumentality thereof.

"Plan" means any Multi-Employer Plan or Single-Employer Plan.

"Post-Acquisition Liquidity" means the sum of Unused Total Revolving Commitment and any unencumbered cash balances of the Borrowers and their Subsidiaries.

"primary Indebtedness" has the meaning provided in the definition of "Guaranty Obligations."

"primary obligor" has the meaning provided in the definition of "Guaranty Obligations."

"Prohibited Transaction" means a transaction with respect to a Plan that is prohibited under Section 4975 of the Code or Section 406 of ERISA and not exempt under Section 4975 of the Code or Section 408 of ERISA.

"Projections" has the meaning provided in Section 4.01(xxi)(D).

"Purchase Date" has the meaning provided in Section 2.04(c).

"Quoted Rate" means, with respect to any Swing Loan, the interest rate quoted to the Borrower Representative by the Swing Line Lender and agreed to by the Borrower Representative as being the interest rate applicable to such Swing Loan.

"RCRA" means the Resource Conservation and Recovery Act, as the same may be amended from time to time, 42 U.S.C. § 6901 *et. seq.*

"Real Property" of any Person means all of the right, title and interest of such Person in and to land, improvements and fixtures, including Leaseholds.

"Regulation D" means Regulation D of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor to all or a portion thereof establishing reserve requirements.

"Regulation U" means Regulation U of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor to all or a portion thereof establishing margin requirements.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"Reportable Event" means an event described in Section 4043 of ERISA or the regulations thereunder with respect to a Plan, other than those events as to which the notice requirement is waived under subsection .22, .23, .25, .27, .28, .29, .30, .31, .32, .34, .35, .62, .63, .64, .65 or .67 of PBGC Regulation Section 4043.

"Required Lenders" means Lenders whose Credit Facility Exposure and Unused Revolving Commitments constitute at least 51% of the sum of the Aggregate Credit Facility Exposure (other than Swing Loans) and the Unused Total Revolving Commitment.

"Required Revolving Lenders" means Revolving Lenders whose Revolving Facility Exposure and Unused Total Revolving Commitments constitute at least 51% of the sum of the Aggregate Revolving Facility Exposure and the Unused Total Revolving Commitment.

"Required Term Lenders" means Term Lenders whose outstanding Term Loans constitute at least 51% of the aggregate principal amount of all outstanding Term Loans.

"Restricted Payment" means: (i) any Capital Distribution; (ii) any amount paid by any Borrower or any Subsidiary in repayment, redemption, retirement, repurchase, direct or indirect, of any Subordinated Indebtedness, including, but not limited to, the Indebtedness incurred pursuant to the notes issued in connection with the Subordinated Indenture; or (iii) the exercise by the Borrower or any Subsidiary of any right of defeasance or covenant defeasance or similar right with respect to any Subordinated Indebtedness, including but not limited to the Indebtedness incurred pursuant to the notes issued in connection with the Subordinated Indenture.

"Revolving Borrowing" means the incurrence of Revolving Loans consisting of one Type of Revolving Loan by the Borrowers from all of the Revolving Lenders on a *pro rata* basis on a given date (or resulting from Conversions or Continuations on a given date), having in the case of any Eurocurrency Loans the same Interest Period.

"Revolving Commitment" means, with respect to each Revolving Lender, the amount set forth opposite such Revolving Lender's name in Schedule 1 hereto as its "Revolving Commitment," or in the case of any Revolving Lender that becomes a party hereto pursuant to an Assignment Agreement, the amount set forth in such Assignment Agreement, as such commitment may be reduced from time to time pursuant to Section 2.12(c) or adjusted from time to time as a result of assignments to or from such Revolving Lender pursuant to Section 11.06.

"Revolving Facility" means the credit facility established under Section 2.02 pursuant to the Revolving Commitment of each Revolving Lender.

"Revolving Facility Availability Period" means the period from the Closing Date until the Revolving Facility Termination Date.

"Revolving Facility Exposure" means, for any Revolving Lender at any time, the sum of (i) the Dollar Equivalent of the principal amount of Revolving Loans made by such Revolving Lender and outstanding at such time, and (ii) such Revolving Lender's share of the LC Outstandings at such time.

"Revolving Facility Note" means a promissory note substantially in the form of Exhibit A-1 hereto.

"Revolving Facility Percentage" means, at any time for any Revolving Lender, the percentage obtained by dividing such Revolving Lender's Revolving Commitment by the Total Revolving Commitment, *provided, however*, that if the Total Revolving Commitment has been terminated, the Revolving Facility Percentage for each Revolving Lender shall be determined by dividing such Revolving Lender's Revolving Commitment immediately prior to such termination by the Total Revolving Commitment immediately prior to such termination.

"Revolving Facility Termination Date" means the earlier of (i) August 30, 2012, or (ii) the date that the Commitments have been terminated pursuant to Section 8.02.

"Revolving Lender" means any Lender that has a Revolving Commitment.

"Revolving Loan" means, with respect to each Revolving Lender, any loan made by such Revolving Lender pursuant to Section 2.02.

"Sale and Lease-Back Transaction" means any arrangement with any Person providing for the leasing by a Borrower or any Subsidiary of any property (except for temporary leases for a term, including any renewal thereof, of not more than one year and except for leases between Borrowers or between a Borrower and a Subsidiary or between Subsidiaries), which property has been or is to be sold or transferred by such Borrower or such Subsidiary to such Person.

"S&P" means Standard & Poor's Ratings Group, a division of McGraw Hill, Inc., and its successors.

"Scheduled Repayment" has the meaning provided in Section 2.13(b).

"SEC" means the United States Securities and Exchange Commission.

"SEC Regulation D" means Regulation D as promulgated under the Securities Act of 1933, as amended, as the same may be in effect from time to time.

"Secured Creditors" has the meaning provided in the Security Agreement.

"Security Agreement" has the meaning provided in Section 4.01(iv).

"Security Documents" means the Security Agreement, each Additional Security Document, any UCC financing statement, any Control Agreement, any Collateral Assignment Agreement and any document pursuant to which any Lien is granted or perfected by any Loan Party to the Administrative Agent as security for any of the Obligations.

"Senior Leverage Ratio" means, for any Testing Period, the ratio of (i) Consolidated Total Funded Debt (other than Subordinated Indebtedness) to (ii) Consolidated EBITDA.

"Standard Permitted Lien" means any of the following: (i) Liens for taxes not yet delinquent or Liens for taxes, assessments or governmental charges being contested in good faith and by appropriate proceedings for which adequate reserves in accordance with GAAP have been established; (ii) Liens in respect of property or assets imposed by law that were incurred in the ordinary course of business, such as carriers', suppliers', warehousemen's, materialmen's and mechanics' Liens and other similar Liens arising in the ordinary course of business, that do not in the aggregate materially detract from the value of such property or assets or materially impair the use thereof in the operation of the business of the Borrowers or any of their Subsidiaries and do not secure any Indebtedness; (iii) Liens created by this Agreement or the other Loan Documents; (iv) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default under Section 8.01(g); (v) Liens (other than any Lien imposed by ERISA) incurred or deposits made in the ordinary course of business in connection with workers compensation, unemployment insurance and other types of social security, and mechanic's Liens, carrier's Liens, and other Liens to secure the performance of tenders, statutory obligations, contract bids, government contracts, surety, appeal, customs, performance and return-of-money bonds and other similar obligations, incurred in the ordinary course of business (exclusive of obligations in respect of the payment for borrowed money), whether pursuant to statutory requirements, common law or consensual arrangements; (vi) leases or subleases granted in the ordinary course of business to others not interfering in any material respect with the business of the Borrowers or any of their Subsidiaries and any interest or title of a lessor under any lease not in violation of this Agreement; (vii) easements, rights-of-way, zoning or other restrictions, charges, encumbrances, defects in title, prior rights of other persons, and obligations contained in similar instruments, in each case that do not secure Indebtedness and do not involve, and are not likely to involve at any future time, either individually or in the aggregate, (A) a substantial and prolonged interruption or disruption of the business activities of the Borrowers and their Subsidiaries considered as an entirety, or (B) a Material Adverse Effect; (viii) Liens arising from the rights of lessors under leases (including financing statements regarding property subject to lease) not in violation of the requirements of this Agreement, *provided* that such Liens are only in respect of the property subject to, and secure only, the respective lease (and any other lease with the same or an affiliated lessor); and (ix) rights of consignors of goods, whether or not perfected by the filing of a financing statement under the UCC.

"Standby Letter of Credit" means any standby letter of credit issued for the purpose of supporting workers compensation, liability insurance, releases of contract retention obligations, contract performance guarantee requirements and other bonding obligations or for other lawful purposes.

"Stated Amount" of each Letter of Credit means the maximum amount available to be drawn thereunder (regardless of whether any conditions or other requirements for drawing could then be met).

"Subordinated" means, as applied to any Indebtedness, that the Indebtedness shall have been subordinated (by written terms or written agreement being, in either case, in form and substance satisfactory to the Administrative Agent and the Required Lenders) in favor of the prior payment in full of the Obligations, it being understood that the Subordinated Indenture, as in effect on the Closing Date and without regard to any amendment, supplement, restatement or other modification or replacement thereof to the Closing Date, is in form and substance satisfactory to the Administrative Agent and the Lenders.

"Subordinated Indenture" means the Indenture, dated as of the Original Closing Date, among GII, the subsidiary guarantors party thereto and The Bank of New York Trust Company, N.A., as trustee, as the same may, in accordance with Section 7.09 hereof, from time to time be amended, supplemented,

restated or otherwise modified or replaced, pursuant to which GII has issued 8% Senior Subordinated Notes Due 2015.

"Subsidiary" of any Person means (i) any corporation more than 50% of whose stock of any class or classes having by the terms thereof ordinary Voting Power to elect a majority of the directors of such corporation (irrespective of whether or not at the time stock of any class or classes of such corporation shall have or might have Voting Power by reason of the happening of any contingency) is at the time owned by such Person directly or indirectly through Subsidiaries, and (ii) any partnership, limited liability company, association, joint venture or other entity in which such Person directly or indirectly through Subsidiaries, owns more than 50% of the Equity Interests of such Person at the time or in which such Person, one or more other Subsidiaries of such Person or such Person and one or more Subsidiaries of such Person, directly or indirectly, has the power to direct the policies, management and affairs thereof. Unless otherwise expressly provided, all references herein to "Subsidiary" means a Subsidiary of the Borrower.

"Subsidiary Guarantor" means any Subsidiary that is or hereafter becomes a party to the Subsidiary Guaranty. Schedule 2 hereto lists each Subsidiary Guarantor as of the Closing Date.

"Subsidiary Guaranty" has the meaning provided in Section 4.01(iii).

"Swing Line Commitment" means $20,000,000.

"Swing Line Facility" means the credit facility established under Section 2.04 pursuant to the Swing Line Commitment of the Swing Line Lender.

"Swing Line Lender" means KeyBank National Association.

"Swing Line Note" means a promissory note substantially in the form of Exhibit A-2 hereto.

"Swing Loan" means any loan made by the Swing Line Lender under the Swing Line Facility pursuant to Section 2.04.

"Swing Loan Maturity Date" means, with respect to any Swing Loan, the earlier of (i) the last day of the period for such Swing Loan as established by the Swing Line Lender and agreed to by the Borrowers, which shall be less than 15 days, and (ii) the Revolving Facility Termination Date.

"Swing Loan Participation" has the meaning provided in Section 2.04(c).

"Swing Loan Participation Amount" has the meaning provided in Section 2.04(c).

"Synthetic Lease" means any lease (i) that is accounted for by the lessee as an Operating Lease, and (ii) under which the lessee is intended to be the "owner" of the leased property for federal income tax purposes.

"Target" means Florence Corporation, an Illinois corporation.

"Target Existing Indebtedness Agreement" means the Credit Agreement, dated April 22, 2003, by the Target and Harris Trust and Savings Bank, as amended.

"Target Financials" has the meaning provided in Section 4.01(xxi)(D).

"Taxes" has the meaning provided in Section 3.03(a).

"Term Borrowing" means the incurrence of Term Loans consisting of one Type of Term Loan by the Borrowers from all of the Term Lenders on a *pro rata* basis on a given date (or resulting from Conversions or Continuations on a given date), having in the case of Eurodollar Loans the same Interest Period.

"Term Commitment" means, with respect to each Term Lender, the amount, if any, set forth opposite such Term Lender's name in Schedule 1 attached to the Original Credit Agreement as its "Term Commitment" (as the same may have been reduced pursuant to Section 11.06(c) thereof), or in any Assignment Agreement pursuant to which such Term Lender provided its "Term Commitment."

"Term Loan" means, with respect to each Term Lender, any loan made by such Term Lender pursuant to Section 2.03.

"Term Lender" means any Lender with a Term Commitment.

"Term Loan Facility" means the credit facility established pursuant to Section 2.03.

"Term Loan Maturity Date" means December 8, 2012.

"Term Note" means a promissory note substantially in the form of Exhibit A-3 hereto.

"Testing Period" means a single period consisting of the four consecutive fiscal quarters of the Borrowers then last ended (whether or not such quarters are all within the same fiscal year), *except* that if a particular provision of this Agreement indicates that a Testing Period shall be of a different specified duration, such Testing Period shall consist of the particular fiscal quarter or quarters then last ended that are so indicated in such provision.

"Total Credit Facility Amount" means the aggregate of the Total Revolving Commitment and the Total Term Loan Commitment. As of the Closing Date, the Total Credit Facility Amount is $497,700,000.

"Total Leverage Ratio" means, for any Testing Period, the ratio of (i) Consolidated Total Funded Debt to (ii) Consolidated EBITDA.

"Total Revolving Commitment" means the sum of the Revolving Commitments of the Revolving Lenders as the same may be decreased pursuant to Section 2.12(c) hereof. As of the Closing Date, the amount of the Total Revolving Commitment is $375,000,000.

"Total Term Loan Commitment" means the sum of the Term Commitments of the Term Lenders. As of the Closing Date, the amount of the Total Term Loan Commitment is $122,700,000.

"Type" means any type of Loan determined with respect to the interest option applicable thereto, which in each case shall be a Base Rate Loan, a Eurodollar Loan or a Foreign Currency Loan.

"UCC" means the Uniform Commercial Code as in effect from time to time. Unless otherwise specified, the UCC shall refer to the UCC as in effect in the State of New York.

"Unfunded Current Liability" of any Plan shall mean the amount, if any, by which the actuarial present value of the accumulated plan benefits under the Plan as of the close of its most recent plan year exceeds the fair market value of the assets allocable thereto, each determined in accordance with

Statement of Financial Accounting Standards No. 87, based upon the actuarial assumptions used by the Plan's actuary in the most recent annual valuation of the Plan.

"United States" and "U.S." each means United States of America.

"Unpaid Drawing" means, with respect to any Letter of Credit, the aggregate Dollar or Dollar Equivalent amount, as applicable, of the draws made on such Letter of Credit that have not been reimbursed by the Borrowers or the applicable LC Obligor or converted to a Revolving Loan pursuant to Section 2.05(f)(i), and, in each case, all interest that accrues thereon pursuant to this Agreement.

"Unused Revolving Commitment" means, for any Revolving Lender at any time, the excess of (i) such Revolving Lender's Revolving Commitment at such time over (ii) such Revolving Lender's Revolving Facility Exposure at such time.

"Unused Total Revolving Commitment" means, at any time, the excess of (i) the Total Revolving Commitment at such time over (ii) the Aggregate Revolving Facility Exposure at such time plus the aggregate outstanding principal amount of Swing Loans.

"USA Patriot Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act) Act of 2001.

"Voting Power" means, with respect to any Person, the exclusive ability to control, through the ownership of shares of capital stock, partnership interests, membership interests or otherwise, the election of members of the board of directors or other similar governing body of such Person, and the holding of a designated percentage of Voting Power of a Person means the ownership of shares of capital stock, partnership interests, membership interests or other interests of such Person sufficient to control exclusively the election of that percentage of the members of the board of directors or similar governing body of such Person.

Section 1.02 Computation of Time Periods. In this Agreement 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 means "to but excluding" and the word "through" means "through and including."

Section 1.03 Accounting Terms. Except as otherwise specifically provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time.

Section 1.04 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections, Schedules and Exhibits shall be construed to refer to Sections of, and Schedules and Exhibits to, this Agreement, (e) the words "asset" and

"property" shall be construed to have the same meaning and effect and to refer to any and all Real Property, tangible and intangible assets and properties, including cash, securities, accounts and contract rights, and interests in any of the foregoing, and (f) any reference to a statute, rule or regulation is to that statute, rule or regulation as now enacted or as the same may from time to time be amended, re-enacted or expressly replaced.

Section 1.05 Borrower Representative. For purposes of this Agreement, GSNY (i) authorizes GII to make such requests, give such notices or furnish such certificates to the Administrative Agent or any Lender as may be required or permitted by this Agreement for the benefit of the Borrowers and (ii) authorizes the Administrative Agent to treat such requests, notices, certificates or consents given or made by GII to have been made, given or furnished by the Borrowers for purposes of this Agreement. The Administrative Agent and each Lender shall be entitled to rely on each such request, notice, certificate or consent made, given or furnished by the Borrower Representative pursuant to the provisions of this Agreement or any other Loan Document as being made or furnished on behalf of, and with the effect of irrevocably binding, such Borrower. Each warranty, covenant, agreement and undertaking made on its behalf by the Borrower Representative shall be deemed for all purposes to have been made by each Borrower and shall be binding upon and enforceable against each Borrower to the same extent as if the same had been made directly by each Borrower.

Section 1.06 Joint and Several Liability of the Borrowers. Each request by the Borrower Representative for a Borrowing, Continuation or Conversion of any Loan shall be deemed to be a joint and several request by both of the Borrowers. Each Borrower hereby authorizes any other Borrower to request a Borrowing, Continuation or Conversion of a Loan hereunder and agrees that it is receiving or will receive a direct pecuniary benefit therefor. Each Borrower acknowledges and agrees that the Lenders are entering into this Agreement at the request of each Borrower and with the understanding that each Borrower is and shall remain fully liable, jointly and severally, for payment in full of all of the Obligations.

Section 1.07 Contribution Among Borrowers. To the extent that any Borrower shall make a payment (each a "Borrower Payment") of all or any portion of the Obligations, then such Borrower shall be entitled to contribution and indemnification from, and be reimbursed by, the other Borrower in an amount equal to a fraction of such Borrower Payment, the numerator of which fraction is such other Borrower's Allocable Amount and the denominator of which is the sum of the Allocable Amounts of both Borrowers. This Section 1.07 is intended only to define the relative rights of the Borrowers, and nothing set forth in this Section 1.07 is intended to or shall impair the obligations of the Borrowers, jointly and severally, to pay any amounts, as and when the same shall become due and payable in accordance with the terms of this Agreement and the other Loan Documents. The Borrowers acknowledge that the rights of contribution and indemnification hereunder shall constitute assets in favor of each Borrower to which such contribution and indemnification is owing. Any right of contribution of any of the Borrowers shall be subject and subordinate to the prior indefeasible payment in full of the Obligations.

Section 1.08 Currency Equivalents. Except as otherwise specified herein, all references herein or in any other Loan Document to a dollar amount shall mean such amount in U.S. Dollars or, if the context so requires, the Dollar Equivalent of such amount in any Designated Foreign Currency. The Dollar Equivalent of any amount shall be determined in accordance with the definition of "Dollar Equivalent"; *provided*, *however*, that (a) notwithstanding the foregoing or anything elsewhere in this Agreement to the contrary, in calculating the Dollar Equivalent of any amount for purposes of determining (i) the Borrowers' obligation to prepay Loans or cash collateralize Letters of Credit pursuant to Section 2.13(c), or (ii) the Borrowers' ability to request additional Loans or Letters of Credit pursuant to the Commitments, the Administrative Agent may, in the case of either of the foregoing, in its discretion, calculate the Dollar Equivalent of such amount on any Business Day selected by the

Administrative Agent, and (b) in determining whether the Borrowers and their respective Subsidiaries have exceeded any basket limitation set forth in Sections 7.02, 7.04 or 7.05, the Borrowers and their respective Subsidiaries shall not be deemed to have exceeded any such basket limitation to the extent that, and only to the extent that, any such basket limitation was exceeded solely as a result of fluctuations in the exchange rate applicable to any Designated Foreign Currency.

ARTICLE II.

THE TERMS OF THE CREDIT FACILITY

Section 2.01 Establishment of the Credit Facility. On the Closing Date, and subject to and upon the terms and conditions set forth in this Agreement and the other Loan Documents, the Administrative Agent, the Revolving Lenders, the Swing Line Lender and each LC Issuer agree to establish the Credit Facility for the benefit of the Borrowers; *provided*, *however*, that at no time will (i) the Aggregate Credit Facility Exposure exceed the Total Credit Facility Amount, or (ii) the Credit Facility Exposure of any Revolving Lender exceed the aggregate amount of such Revolving Lender's Commitment.

Section 2.02 Revolving Facility. During the Revolving Facility Availability Period, each Revolving Lender severally agrees, on the terms and conditions set forth in this Agreement, to make a Revolving Loan or Revolving Loans to the Borrowers from time to time pursuant to such Revolving Lender's Revolving Commitment, which Revolving Loans: (i) may, except as set forth herein, at the option of the Borrower Representative, be incurred and maintained as, or Converted into, Revolving Loans that are Base Rate Loans, Eurodollar Loans or Foreign Currency Loans, in each case denominated in Dollars or a Designated Foreign Currency, *provided* that all Revolving Loans made as part of the same Revolving Borrowing shall consist of Revolving Loans of the same Type; (ii) may be repaid or prepaid and reborrowed in accordance with the provisions hereof; and (iii) shall not be made if, after giving effect to any such Revolving Loan, (A) the Revolving Facility Exposure of any Revolving Lender would exceed such Revolving Lender's Revolving Commitment, (B) the Aggregate Revolving Facility Exposure plus the aggregate outstanding principal amount of Swing Loans would exceed the Total Revolving Commitment, (C) the Foreign Currency Exposure would exceed the Maximum Foreign Currency Exposure Amount, or (D) the Borrowers would be required to prepay Loans or cash collateralize Letters of Credit pursuant to Section 2.13(c). The Revolving Loans to be made by each Revolving Lender will be made by such Revolving Lender on a *pro rata* basis based upon such Revolving Lender's Revolving Facility Percentage of each Revolving Borrowing, in each case in accordance with Section 2.07 hereof.

Section 2.03 Term Loan. On the Original Closing Date, each Term Lender made a Term Loan to the Borrowers pursuant to such Term Lender's Term Commitment, which Term Loans: (i) once prepaid or repaid, may not be reborrowed, (ii) may, except as set forth herein, at the option of the Borrower Representative, be maintained as, or Converted into, Term Loans that are Base Rate Loans or Eurodollar Loans, in each case denominated in Dollars; and (iii) shall be repaid in accordance with Section 2.13(b).

Section 2.04 Swing Line Facility.

(a) Swing Loans. During the Revolving Facility Availability Period, the Swing Line Lender agrees, on the terms and conditions set forth in this Agreement, to make a Swing Loan or Swing Loans to the Borrowers from time to time, which Swing Loans: (i) shall be payable on the Swing Loan Maturity Date applicable to each such Swing Loan; (ii) shall be made only in U.S. Dollars; (iii) may be repaid or prepaid and reborrowed in accordance with the provisions hereof; (iv) may only be made if after giving effect thereto (A) the aggregate principal amount of Swing Loans outstanding does not exceed the Swing

Line Commitment, and (B) the Aggregate Revolving Facility Exposure plus the aggregate outstanding principal amount of Swing Loans would not exceed the Total Revolving Commitment; and (v) shall not be made if, after giving effect thereto, the Borrowers would be required to prepay Loans or cash collateralize Letters of Credit pursuant to Section 2.13(c) hereof.

(b) Swing Loan Refunding. The Swing Line Lender may at any time, in its sole and absolute discretion, direct that the Swing Loans owing to it be refunded by delivering a notice to such effect to the Administrative Agent, specifying the aggregate principal amount thereof (a "Notice of Swing Loan Refunding"). Promptly upon receipt of a Notice of Swing Loan Refunding, the Administrative Agent shall give notice of the contents thereof to the Revolving Lenders and, unless an Event of Default specified in Section 8.01(h) in respect of any Borrower have occurred, the Borrower Representative. Each such Notice of Swing Loan Refunding shall be deemed to constitute delivery by the Borrower Representative of a Notice of Borrowing requesting Revolving Loans consisting of Base Rate Loans in the amount of the Swing Loans to which it relates. Each Revolving Lender (including the Swing Line Lender) hereby unconditionally agrees (notwithstanding that any of the conditions specified in Section 4.02 or elsewhere in this Agreement shall not have been satisfied, but subject to the provisions of paragraph (d) below) to make a Revolving Loan to the Borrowers in the amount of such Revolving Lender's Revolving Facility Percentage of the aggregate amount of the Swing Loans to which such Notice of Swing Loan Refunding relates. Each such Revolving Lender shall make the amount of such Revolving Loan available to the Administrative Agent in immediately available funds at the Payment Office not later than 2:00 P.M. (local time at the Payment Office), if such notice is received by such Revolving Lender prior to 11:00 A.M. (local time at its Applicable Lending Office), or not later than 2:00 P.M. (local time at the Payment Office) on the next Business Day, if such notice is received by such Revolving Lender after such time. The proceeds of such Revolving Loans shall be made immediately available to the Swing Line Lender and applied by it to repay the principal amount of the Swing Loans to which such Notice of Swing Loan Refunding relates.

(c) Swing Loan Participation. If prior to the time a Revolving Loan would otherwise have been made as provided above as a consequence of a Notice of Swing Loan Refunding, any of the events specified in Section 8.01(h) shall have occurred in respect of the Borrowers or one or more of the Revolving Lenders shall determine that it is legally prohibited from making a Revolving Loan under such circumstances, each Revolving Lender (other than the Swing Line Lender), or each Revolving Lender (other than such Swing Line Lender) so prohibited, as the case may be, shall, on the date such Revolving Loan would have been made by it (the "Purchase Date"), purchase an undivided participating interest (a "Swing Loan Participation") in the outstanding Swing Loans to which such Notice of Swing Loan Refunding relates, in an amount (the "Swing Loan Participation Amount") equal to such Revolving Lender's Revolving Facility Percentage of such outstanding Swing Loans. On the Purchase Date, each such Revolving Lender or each such Revolving Lender so prohibited, as the case may be, shall pay to the Swing Line Lender, in immediately available funds, such Revolving Lender's Swing Loan Participation Amount, and promptly upon receipt thereof the Swing Line Lender shall, if requested by such other Revolving Lender, deliver to such Revolving Lender a participation certificate, dated the date of the Swing Line Lender's receipt of the funds from, and evidencing such Revolving Lender's Swing Loan Participation in, such Swing Loans and its Swing Loan Participation Amount in respect thereof. If any amount required to be paid by a Revolving Lender to the Swing Line Lender pursuant to the above provisions in respect of any Swing Loan Participation is not paid on the date such payment is due, such Revolving Lender shall pay to the Swing Line Lender on demand interest on the amount not so paid at the overnight Federal Funds Effective Rate from the due date until such amount is paid in full. Whenever, at any time after the Swing Line Lender has received from any other Revolving Lender such Revolving Lender's Swing Loan Participation Amount, the Swing Line Lender receives any payment from or on behalf of the Borrowers on account of the related Swing Loans, the Swing Line Lender will promptly distribute to such Revolving Lender its ratable share of such amount based on its Revolving Facility

Percentage of such amount on such date on account of its Swing Loan Participation (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Revolving Lender's participating interest was outstanding and funded); *provided*, *however*, that if such payment received by the Swing Line Lender is required to be returned, such Revolving Lender will return to the Swing Line Lender any portion thereof previously distributed to it by the Swing Line Lender.

(d) Obligations Unconditional. Each Revolving Lender's obligation to make Revolving Loans pursuant to Section 2.04(b) and/or to purchase Swing Loan Participations in connection with a Notice of Swing Loan Refunding shall be subject to the conditions that (i) such Revolving Lender shall have received a Notice of Swing Loan Refunding complying with the provisions hereof and (ii) at the time the Swing Loans that are the subject of such Notice of Swing Loan Refunding were made, the Swing Line Lender making the same had no actual written notice from another Revolving Lender that an Event of Default had occurred and was continuing, but otherwise shall be absolute and unconditional, shall be solely for the benefit of the Swing Line Lender that gives such Notice of Swing Loan Refunding, and shall not be affected by any circumstance, including, without limitation, (A) any set-off, counterclaim, recoupment, defense or other right that such Revolving Lender may have against any other Revolving Lender, any Loan Party, or any other Person, or any Loan Party may have against any Revolving Lender or other Person, as the case may be, for any reason whatsoever, (B) the occurrence or continuance of Default or Event of Default, (C) any event or circumstance involving a Material Adverse Effect, (D) any breach of any Loan Document by any party thereto, or (E) any other circumstance, happening or event, whether or not similar to any of the foregoing.

Section 2.05 Letters of Credit.

(a) LC Issuances. During the Revolving Facility Availability Period, the Borrower Representative may request an LC Issuer at any time and from time to time to issue, for the account of the Borrowers or any Subsidiary Guarantor, and subject to and upon the terms and conditions herein set forth, each LC Issuer agrees to issue from time to time Letters of Credit denominated and payable in Dollars or any Designated Foreign Currency and in each case in such form as may be approved by such LC Issuer and the Administrative Agent; *provided*, *however*, that notwithstanding the foregoing, no LC Issuance shall be made if, after giving effect thereto, (i) the LC Outstandings would exceed the LC Commitment Amount, (ii) the Revolving Facility Exposure of any Revolving Lender would exceed such Revolving Lender's Revolving Commitment, (iii) the Foreign Currency Exposure would exceed the Maximum Foreign Currency Exposure Amount, (iv) the Aggregate Revolving Facility Exposure plus the aggregate outstanding principal amount of Swing Loans outstanding would exceed the Total Revolving Commitment, or (v) the Borrowers would be required to prepay Loans or cash collateralize Letters of Credit pursuant to Section 2.13(c) hereof. Subject to Section 2.05(c) below, each Letter of Credit shall have an expiry date (including any renewal periods) occurring not later than the earlier of (y) one year from the date of issuance thereof, or (z) 30 Business Days prior to the Revolving Facility Termination Date.

(b) LC Requests. Whenever the Borrowers desire that a Letter of Credit be issued for its account or the account of any eligible LC Obligor, the Borrower Representative shall give the Administrative Agent and the applicable LC Issuer written or telephonic notice (in the case of telephonic notice, promptly confirmed in writing if so requested by the Administrative Agent) which, if in the form of written notice, shall be substantially in the form of Exhibit B-3 (each such request, a "LC Request"), or transmit by electronic communication (if arrangements for doing so have been approved by the applicable LC Issuer), prior to 11:00 A.M. (local time at the Notice Office) at least three Business Days (or such shorter period as may be acceptable to the relevant LC Issuer) prior to the proposed date of issuance (which shall be a Business Day), which LC Request shall include such supporting documents that such LC Issuer customarily requires in connection therewith (including, in the case of a Letter of Credit for an

account party other than a Borrower, an application for, and if applicable a reimbursement agreement with respect to, such Letter of Credit). In the event of any inconsistency between any of the terms or provisions of any LC Document and the terms and provisions of this Agreement respecting Letters of Credit, the terms and provisions of this Agreement shall control.

(c) Auto-Renewal Letters of Credit. If an LC Obligor so requests in any applicable LC Request, each LC Issuer shall agree to issue a Letter of Credit that has automatic renewal provisions; *provided*, *however*, that any Letter of Credit that has automatic renewal provisions must permit such LC Issuer to prevent any such renewal at least once in each twelve-month period (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day in each such twelve-month period to be agreed upon at the time such Letter of Credit is issued. Once any such Letter of Credit that has automatic renewal provisions has been issued, the Revolving Lenders shall be deemed to have authorized (but may not require) such LC Issuer to permit the renewal of such Letter of Credit at any time to an expiry date not later than 30 Business Days prior to the Revolving Facility Termination Date; *provided*, *however*, that such LC Issuer shall not permit any such renewal if (i) such LC Issuer has determined that it would have no obligation at such time to issue such Letter of Credit in its renewed form under the terms hereof, or (ii) it has received notice (which may be by telephone or in writing) on or before the day that is two Business Days before the date that such LC Issuer is permitted to send a notice of non-renewal from the Administrative Agent, any Revolving Lender or the Borrower Representative that one or more of the applicable conditions specified in Section 4.02 is not then satisfied.

(d) Applicability of ISP98. Unless otherwise expressly agreed by the applicable LC Issuer and the applicable LC Obligor, when a Letter of Credit is issued, 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 Letter of Credit.

(e) Notice of LC Issuance. Each LC Issuer shall, on the date of each LC Issuance by it, give the Administrative Agent, each applicable Revolving Lender and the Borrower Representative written notice of such LC Issuance, accompanied by a copy to the Administrative Agent of the Letter of Credit or Letters of Credit issued by it. Each LC Issuer shall provide to the Administrative Agent a quarterly (or monthly if requested by any applicable Revolving Lender) summary describing each Letter of Credit issued by such LC Issuer and then outstanding and an identification for the relevant period of the daily aggregate LC Outstandings represented by Letters of Credit issued by such LC Issuer.

(f) Reimbursement Obligations.

(i) The Borrowers hereby agree to reimburse (or cause any LC Obligor for whose account a Letter of Credit was issued to reimburse) each LC Issuer, by making payment directly to such LC Issuer in immediately available funds at the payment office of such LC Issuer, for any Unpaid Drawing with respect to any Letter of Credit immediately after, and in any event on the date on which, such LC Issuer notifies the Borrower Representative (or any such other LC Obligor for whose account such Letter of Credit was issued) of such payment or disbursement (which notice to the Borrower Representative (or such other LC Obligor) shall be delivered reasonably promptly after any such payment or disbursement), such payment to be made in Dollars or in the applicable Designated Foreign Currency, with interest on the amount so paid or disbursed by such LC Issuer, to the extent not reimbursed prior to 1:00 P.M. (local time at the payment office of the applicable LC Issuer) on the date of such payment or disbursement, from and including the date paid or disbursed to but not including the date such LC Issuer is reimbursed therefor at a rate per annum that shall be the rate then applicable to Revolving Loans pursuant to Section 2.09(a)(i) that are Base Rate Loans or, if not reimbursed on the date of such payment or disbursement, at the Default Rate, any such interest also to be payable on demand. If

by 11:00 A.M. on the Business Day immediately following notice to it of its obligation to make reimbursement in respect of an Unpaid Drawing, the Borrower Representative or the relevant LC Obligor has not made such reimbursement out of its available cash on hand or, in the case of a Borrower, a contemporaneous Borrowing hereunder (if such Borrowing is otherwise available to the Borrowers), (x) the Borrower Representative will in each case be deemed to have given a Notice of Borrowing for Revolving Loans that are Base Rate Loans in an aggregate Dollar Equivalent principal amount sufficient to reimburse such Unpaid Drawing (and the Administrative Agent shall promptly give notice to the Revolving Lenders of such deemed Notice of Borrowing), (y) the Revolving Lenders shall, unless they are legally prohibited from doing so, make the Revolving Loans contemplated by such deemed Notice of Borrowing (which Revolving Loans shall be considered made under Section 2.02), and (z) the proceeds of such Revolving Loans shall be disbursed directly to the applicable LC Issuer to the extent necessary to effect such reimbursement and repayment of the Unpaid Drawing, with any excess proceeds to be made available to the Borrowers in accordance with the applicable provisions of this Agreement.

(ii) Obligations Absolute. Each LC Obligor's obligation under this Section to reimburse each LC Issuer with respect to Unpaid Drawings (including, in each case, interest thereon) shall be absolute and unconditional under any and all circumstances and irrespective of any setoff, counterclaim or defense to payment that such LC Obligor may have or have had against such LC Issuer, the Administrative Agent or any Revolving Lender, including, without limitation, any defense based upon the failure of any drawing under a Letter of Credit to conform to the terms of the Letter of Credit or any non-application or misapplication by the beneficiary of the proceeds of such drawing; *provided*, *however*, that no LC Obligor shall be obligated to reimburse an LC Issuer for any wrongful payment made by such LC Issuer under a Letter of Credit as a result of acts or omissions constituting willful misconduct or gross negligence on the part of such LC Issuer.

(g) LC Participations.

(i) Immediately upon each LC Issuance (and on the Closing Date with respect to any Existing Letter of Credit), the LC Issuer of such Letter of Credit shall be deemed to have sold and transferred to each Revolving Lender, and each such Revolving Lender (each an "LC Participant") shall be deemed irrevocably and unconditionally to have purchased and received from such LC Issuer, without recourse or warranty, an undivided interest and participation (an "LC Participation"), to the extent of such Revolving Lender's Revolving Facility Percentage of the Stated Amount of such Letter of Credit in effect at such time of issuance, in such Letter of Credit, each substitute Letter of Credit, each drawing made thereunder, the obligations of any LC Obligor under this Agreement with respect thereto (although LC Fees relating thereto shall be payable directly to the Administrative Agent for the account of the Revolving Lenders as provided in Section 2.11 and the LC Participants shall have no right to receive any portion of any fees of the nature contemplated by Section 2.11(c) or Section 2.11(d)), the obligations of any LC Obligor under any LC Documents pertaining thereto, and any security for, or guaranty pertaining to, any of the foregoing.

(ii) In determining whether to pay under any Letter of Credit, an LC Issuer shall not have any obligation relative to the LC Participants other than to determine that any documents required to be delivered under such Letter of Credit have been delivered and that they appear to comply on their face with the requirements of such Letter of Credit. Any action taken or omitted to be taken by an LC Issuer under or in connection with any Letter of Credit, if taken or omitted in the absence of gross negligence or willful misconduct, shall not create for such LC Issuer any resulting liability.

(iii) If an LC Issuer makes any payment under any Letter of Credit and the applicable LC Obligor shall not have reimbursed such amount in full to such LC Issuer pursuant to Section 2.05(f), such LC Issuer shall promptly notify the Administrative Agent, and the Administrative Agent shall promptly notify each LC Participant of such failure, and each LC Participant shall promptly and unconditionally pay to the Administrative Agent for the account of such LC Issuer, the amount of such LC Participant's Revolving Facility Percentage of such payment in Dollars or the applicable Designated Foreign Currency and in same-day funds; *provided*, *however*, that no LC Participant shall be obligated to pay to the Administrative Agent its Revolving Facility Percentage of such unreimbursed amount for any wrongful payment made by such LC Issuer under a Letter of Credit as a result of acts or omissions constituting willful misconduct or gross negligence on the part of such LC Issuer. If the Administrative Agent so notifies any LC Participant required to fund a payment under a Letter of Credit prior to 11:00 A.M. (local time at its Notice Office) on any Business Day, such LC Participant shall make available to the Administrative Agent for the account of the relevant LC Issuer such LC Participant's Revolving Facility Percentage of the amount of such payment on such Business Day in same-day funds. If and to the extent such LC Participant shall not have so made its Revolving Facility Percentage of the amount of such payment available to the Administrative Agent for the account of the relevant LC Issuer, such LC Participant agrees to pay to the Administrative Agent for the account of such LC Issuer, forthwith on demand, such amount, together with interest thereon, for each day from such date until the date such amount is paid to the Administrative Agent for the account of such LC Issuer at the Federal Funds Effective Rate. The failure of any LC Participant to make available to the Administrative Agent for the account of the relevant LC Issuer its Revolving Facility Percentage of any payment under any Letter of Credit shall not relieve any other LC Participant of its obligation hereunder to make available to the Administrative Agent for the account of such LC Issuer its Revolving Facility Percentage of any payment under any Letter of Credit on the date required, as specified above, but no LC Participant shall be responsible for the failure of any other LC Participant to make available to the Administrative Agent for the account of such LC Issuer such other LC Participant's Revolving Facility Percentage of any such payment.

(iv) Whenever an LC Issuer receives a payment of a reimbursement obligation as to which the Administrative Agent has received for the account of such LC Issuer any payments from the LC Participants pursuant to subpart (iii) above, such LC Issuer shall pay to the Administrative Agent and the Administrative Agent shall promptly pay to each LC Participant that has paid its Revolving Facility Percentage thereof, in same-day funds, an amount equal to such LC Participant's Revolving Facility Percentage of the principal amount thereof and interest thereon accruing after the purchase of the respective LC Participations, as and to the extent so received.

(v) The obligations of the LC Participants to make payments to the Administrative Agent for the account of each LC Issuer with respect to Letters of Credit shall be irrevocable and not subject to counterclaim, set-off or other defense or any other qualification or exception whatsoever and shall be made in accordance with the terms and conditions of this Agreement under all circumstances, including, without limitation, any of the following circumstances:

(A) any lack of validity or enforceability of this Agreement or any of the other Loan Documents;

(B) the existence of any claim, set-off defense or other right that any LC Obligor may have at any time against a beneficiary named in a Letter of Credit, any transferee of any Letter of Credit (or any Person for whom any such transferee may be

acting), the Administrative Agent, any LC Issuer, any Revolving Lender, or other Person, whether in connection with this Agreement, any Letter of Credit, the transactions contemplated herein or any unrelated transactions (including any underlying transaction between the applicable LC Obligor and the beneficiary named in any such Letter of Credit), other than any claim that the applicable LC Obligor may have against any applicable LC Issuer for gross negligence or willful misconduct of such LC Issuer in making payment under any applicable Letter of Credit;

(C) any draft, certificate or other document presented under the 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;

(D) the surrender or impairment of any security for the performance or observance of any of the terms of any of the Loan Documents; or

(E) the occurrence of any Default or Event of Default.

(vi) To the extent any LC Issuer or any of its Related Parties is not indemnified by the Borrowers or any LC Obligor, the LC Participants will reimburse and indemnify such LC Issuer and its Related Parties, in proportion to their respective Revolving Facility Percentages, for and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements of whatsoever kind or nature that may be imposed on, asserted against or incurred by such LC Issuer or such Related Party in performing their respective duties in any way related to or arising out of LC Issuances by it; *provided*, *however,* that no LC Participants, nor any of its Related Parties, shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, claims, actions, judgments, costs, expenses or disbursements resulting from such LC Issuer's or Related Party's gross negligence or willful misconduct.

(h) Existing Letters of Credit. Schedule 2.05 hereto contains a description of all Letters of Credit outstanding on, and to continue in effect after, the Closing Date, in each case issued by an LC Issuer, other than pursuant to the Original Credit Agreement. Each such Letter of Credit issued by a bank that is or becomes a Lender under this Agreement (each, an "***Existing Letter of Credit***") shall constitute a "Letter of Credit" for all purposes of this Agreement, issued, for purposes of Section 2.05, on the Closing Date, and the Borrowers, the Administrative Agent and the applicable Lenders hereby agree that, from and after such date, the terms of this Agreement shall apply to such Letters of Credit, superseding any other agreement theretofore applicable to them to the extent inconsistent with the terms hereof.

Section 2.06 Notice of Borrowing.

(a) Time of Notice. Each Borrowing of a Loan (other than a Continuation or Conversion) shall be made upon notice in the form provided for below which shall be provided by the Borrower Representative to the Administrative Agent at its Notice Office not later than (i) in the case of each Borrowing of a Eurocurrency Loan, 12:00 noon (local time at its Notice Office) at least three Business Days' prior to the date of such Borrowing, (ii) in the case of each Borrowing of a Base Rate Loan, prior to 12:00 noon (local time at its Notice Office) on the proposed date of such Borrowing, and (iii) in the case of any Borrowing under the Swing Line Facility, prior to 1:00 P.M. (local time at its Notice Office) on the proposed date of such Borrowing.

(b) Notice of Borrowing. Each request for a Borrowing (other than a Continuation or Conversion) shall be made by an Authorized Officer by delivering written notice of such request

substantially in the form of Exhibit B-1 hereto (each such notice, a "Notice of Borrowing") or by telephone (to be confirmed immediately in writing by delivery by an Authorized Officer of a Notice of Borrowing), and in any event each such request shall be irrevocable and shall specify (i) the aggregate principal amount of the Loans to be made pursuant to such Borrowing, (ii) the date of the Borrowing (which shall be a Business Day), (iii) the Type of Loans such Borrowing will consist of, and (iv) if applicable, the initial Interest Period, the Swing Loan Maturity Date and the Designated Foreign Currency applicable thereto. Without in any way limiting the obligation of the Borrower Representative to confirm in writing any telephonic notice permitted to be given hereunder, the Administrative Agent may act prior to receipt of written confirmation without liability upon the basis of such telephonic notice believed by the Administrative Agent in good faith to be from an Authorized Officer entitled to give telephonic notices under this Agreement on behalf of the Borrowers. In each such case, the Administrative Agent's record of the terms of such telephonic notice shall be conclusive absent manifest error.

(c) Minimum Borrowing Amount. The aggregate principal amount of each Borrowing by the Borrowers shall not be less than the Minimum Borrowing Amount.

(d) Maximum Borrowings. More than one Borrowing may be incurred by the Borrowers on any day; *provided*, *however*, that (i) if there are two or more Borrowings on a single day by the Borrowers that consist of Eurocurrency Loans, each such Borrowing shall have a different initial Interest Period, and (ii) at no time shall there be more than ten Borrowings of Eurocurrency Loans outstanding hereunder.

Section 2.07 Funding Obligations; Disbursement of Funds.

(a) Several Nature of Funding Obligations. The Commitments of each Lender hereunder and the obligation of each Lender to make Loans, acquire and fund Swing Loan Participations, and LC Participations, as the case may be, are several and not joint obligations. No Lender shall be responsible for any default by any other Lender in its obligation to make Loans or fund any participation hereunder and each Lender shall be obligated to make the Loans provided to be made by it and fund its participations required to be funded by it hereunder, regardless of the failure of any other Lender to fulfill any of its Commitments hereunder. Nothing herein and no subsequent termination of the Commitments pursuant to Section 2.12 shall be deemed to relieve any Lender from its obligation to fulfill its commitments hereunder and in existence from time to time or to prejudice any rights that the Borrowers may have against any Lender as a result of any default by such Lender hereunder.

(b) Borrowings *Pro Rata*. Except with respect to the making of Swing Loans by the Swing Line Lender, all Revolving Loans made, and LC Participations acquired by each Revolving Lender, shall be made or acquired, as the case may be, on a *pro rata* basis based upon each Revolving Lender's Revolving Facility Percentage of the amount of such Revolving Borrowing or Letter of Credit in effect on the date the applicable Revolving Borrowing is to be made or the Letter of Credit is to be issued.

(c) Notice to Lenders. The Administrative Agent shall promptly give each Lender, as applicable, written notice (or telephonic notice promptly confirmed in writing) of each proposed Borrowing, or Conversion or Continuation thereof, and LC Issuance, and of such Lender's proportionate share thereof or participation therein and of the other matters covered by the Notice of Borrowing, Notice of Continuation or Conversion, or LC Request, as the case may be, relating thereto.

(d) Funding of Loans.

(i) Loans Generally. No later than 2:00 P.M. (local time at the Payment Office) on the date specified in each Notice of Borrowing, each Lender will make available its amount, if any, of each Borrowing requested to be made on such date to the Administrative Agent at the

Payment Office in Dollars or the applicable Designated Foreign Currency and in immediately available funds and the Administrative Agent promptly will make available to the Borrowers by depositing to its account at the Payment Office (or such other account as the Borrower Representative shall specify) the aggregate of the amounts so made available in the type of funds received.

(ii) Swing Loans. No later than 2:00 P.M. (local time at the Payment Office) on the date specified in each Notice of Borrowing, the Swing Line Lender will make available to the Borrowers by depositing to its account at the Payment Office (or such other account as the Borrower Representative shall specify) the aggregate of Swing Loans requested in such Notice of Borrowing.

(e) Advance Funding. Unless the Administrative Agent shall have been notified by any Lender prior to the date of Borrowing that such Lender does not intend to make available to the Administrative Agent its portion of the Borrowing or Borrowings to be made on such date, the Administrative Agent may assume that such Lender has made such amount available to the Administrative Agent on such date of Borrowing, and the Administrative Agent, in reliance upon such assumption, may (in its sole discretion and without any obligation to do so) make available to the Borrowers a corresponding amount. If such corresponding amount is not in fact made available to the Administrative Agent by such Lender and the Administrative Agent has made the same available to the Borrowers, the Administrative Agent shall be entitled to recover such corresponding amount from such Lender. If such Lender does not pay such corresponding amount forthwith upon the Administrative Agent's demand therefor, the Administrative Agent shall promptly notify the Borrower Representative, and the Borrowers shall immediately repay such corresponding amount to the Administrative Agent. The Administrative Agent shall also be entitled to recover from such Lender or the Borrowers, as the case may be, interest on such corresponding amount in respect of each day from the date such corresponding amount was made available by the Administrative Agent to the Borrowers to the date such corresponding amount is recovered by the Administrative Agent at a rate per annum equal to (i) if paid by such Lender, the overnight Federal Funds Effective Rate or (ii) if paid by the Borrowers, the then applicable rate of interest, calculated in accordance with Section 2.09, for the respective Loans (but without any requirement to pay any amounts in respect thereof pursuant to Section 3.02).

Section 2.08 Evidence of Obligations.

(a) Loan Accounts of Lenders. Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Obligations of the Borrowers to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(b) Loan Accounts of Administrative Agent; Lender Register. The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan and Borrowing made hereunder, the Type thereof, the currency in which such Loan is denominated, the Interest Period and applicable interest rate and, in the case of a Swing Loan, the Swing Loan Maturity Date applicable thereto, (ii) the amount and other details with respect to each Letter of Credit issued hereunder, (iii) the amount of any principal due and payable or to become due and payable from the Borrowers to each Lender hereunder, (iv) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof, and (v) the other details relating to the Loans, Letters of Credit and other Obligations. In addition, the Administrative Agent shall maintain a register (the "Lender Register") on or in which it will record the names and addresses of the Lenders, and the Commitments from time to time of each of the Lenders. The Administrative Agent will make the Lender Register available to any Lender or the Borrowers upon request.

(c) Effect of Loan Accounts, etc. The entries made in the accounts maintained pursuant to Section 2.08(b) shall be *prima facie* evidence of the existence and amounts of the Obligations recorded therein; *provided*, that the failure of the Administrative Agent to maintain such accounts or any error (other than manifest error) therein shall not in any manner affect the obligation of any Loan Party to repay or prepay the Loans or the other Obligations in accordance with the terms of this Agreement.

(d) Notes. Upon request of any Lender or the Swing Line Lender, the Borrowers will execute and deliver to such Lender or the Swing Line Lender, as the case may be, (i) a Revolving Facility Note with blanks appropriately completed in conformity herewith to evidence the Borrowers' obligation to pay the principal of, and interest on, the Revolving Loans made to it by such Lender, (ii) a Term Note with blanks appropriately completed in conformity herewith to evidence their obligation to pay the principal of, and interest on, the Term Loan made to it by such Lender, and (iii) a Swing Line Note with blanks appropriately completed in conformity herewith to evidence the Borrowers' obligation to pay the principal of, and interest on, the Swing Loans made to it by the Swing Line Lender; *provided*, *however*, that the decision of any Lender or the Swing Line Lender to not request a Note shall in no way detract from the Borrowers' obligation to repay the Loans and other amounts owing by the Borrowers to such Lender or the Swing Line Lender.

Section 2.09 Interest; Default Rate.

(a) Interest on Revolving Loans. The outstanding principal amount of each Revolving Loan made by each Revolving Lender shall bear interest for the account of each Revolving Lender at a fluctuating rate per annum that shall at all times be equal to (i) during such periods as such Revolving Loan is a Base Rate Loan, the Base Rate plus the Applicable Margin in effect from time to time, (ii) during such periods as such Revolving Loan is a Eurodollar Loan, the relevant Adjusted Eurocurrency Rate for such Eurodollar Loan for the applicable Interest Period plus the Applicable Margin in effect from time to time and (iii) during such periods as a Revolving Loan is a Foreign Currency Loan, the relevant Adjusted Eurocurrency Rate for such Foreign Currency Loan for the applicable Interest Period plus the Applicable Margin in effect from time to time.

(b) Interest on Term Loans. The outstanding principal amount of each Term Loan made by each Term Lender shall bear interest for the account of each Term Lender at a fluctuating rate per annum that shall at all times be equal to (i) during such periods as such Term Loan is a Base Rate Loan, the Base Rate plus the Applicable Term Loan Margin, and (ii) during such periods as such Term Loan is a Eurodollar Loan, the relevant Adjusted Eurocurrency Rate for such Eurodollar Loan for the applicable Interest Period plus the Applicable Term Loan Margin.

(c) Interest on Swing Loans. The outstanding principal amount of each Swing Loan shall bear interest for the account of the Swing Line Lender (and, if applicable, the account of each holder of a Swing Loan Participation) from the date of the Borrowing at a rate per annum that shall be equal to the Quoted Rate applicable thereto plus the Applicable Margin in effect from time to time.

(d) Default Interest. Notwithstanding the above provisions, if an Event of Default is in existence, upon written notice by the Administrative Agent (which notice the Administrative Agent shall give at the direction of the Required Lenders), (i) all outstanding amounts of principal and, to the extent permitted by law, all overdue interest, in respect of each Loan shall bear interest, payable on demand, at a rate per annum equal to the Default Rate, and (ii) the LC Fees shall be increased by an additional 2% per annum in excess of the LC Fees otherwise applicable thereto. In addition, if any amount (other than amounts as to which the foregoing subparts (i) and (ii) are applicable) payable by the Borrowers under the Loan Documents is not paid when due, upon written notice by the Administrative Agent (which notice the

Administrative Agent shall give at the direction of the Required Lenders), such amount shall bear interest, payable on demand, at a rate per annum equal to the Default Rate.

(e) Accrual and Payment of Interest. Interest shall accrue from and including the date of any Borrowing to but excluding the date of any prepayment or repayment thereof and shall be payable by the Borrowers: (i) in respect of each Base Rate Loan, quarterly in arrears on the last Business Day of each March, June, September and December, (ii) in respect of each Eurocurrency Loan, on the last day of each Interest Period applicable thereto and, in the case of an Interest Period in excess of three months, on the dates that are successively three months after the commencement of such Interest Period, (iii) in respect of any Swing Loan, on the Swing Loan Maturity Date applicable thereto, and (iv) in respect of all Loans, other than Revolving Loans accruing interest at a Base Rate, on any repayment, prepayment or Conversion (on the amount repaid, prepaid or Converted), at maturity (whether by acceleration or otherwise), and, after such maturity or, in the case of any interest payable pursuant to Section 2.09(c), on demand.

(f) Computations of Interest. All computations of interest on Eurocurrency Loans and Swing Loans hereunder shall be made on the actual number of days elapsed over a year of 360 days. All computations of interest on Base Rate Loans and Unpaid Drawings hereunder shall be made on the actual number of days elapsed over a year of 365 or 366 days, as applicable.

(g) Information as to Interest Rates. The Administrative Agent, upon determining the interest rate for any Borrowing, shall promptly notify the Borrower Representative and the Lenders thereof. Any changes in the Applicable Margin shall be determined by the Administrative Agent in accordance with the provisions set forth in the definition of "Applicable Margin" and the Administrative Agent will promptly provide notice of such determinations to the Borrower Representative and the Lenders. Any such determination by the Administrative Agent shall be conclusive and binding absent manifest error.

Section 2.10 Conversion and Continuation of Loans.

(a) Conversion and Continuation of Revolving Loans. The Borrowers shall have the right, subject to the terms and conditions of this Agreement, to (i) Convert all or a portion of the outstanding principal amount of Loans of one Type made to it into a Borrowing or Borrowings of another Type of Loans that can be made to it pursuant to this Agreement and (ii) Continue a Borrowing of Eurodollar Loans or Foreign Currency Loans, as the case may be, at the end of the applicable Interest Period as a new Borrowing of Eurodollar Loans or Foreign Currency Loans (in the same Designated Foreign Currency as the original Foreign Currency Loan) with a new Interest Period; *provided, however,* that (A) no Foreign Currency Loan may be Converted into a Base Rate Loan, Eurodollar Loan or a Foreign Currency Loan that is denominated in a different Designated Foreign Currency, and (B) any Conversion of Eurodollar Loans into Base Rate Loans shall be made on, and only on, the last day of an Interest Period for such Eurodollar Loans.

(b) Notice of Continuation and Conversion. Each Continuation or Conversion of a Loan shall be made upon notice in the form provided for below provided by the Borrower Representative to the Administrative Agent at its Notice Office not later than (i) in the case of each Continuation of or Conversion into a Eurocurrency Loan, prior to 12:00 noon (local time at its Notice Office) at least three Business Days' prior to the date of such Continuation or Conversion, and (ii) in the case of each Conversion to a Base Rate Loan, prior to 12:00 noon (local time at its Notice Office) on the proposed date of such Conversion. Each such request shall be made by an Authorized Officer delivering written notice of such request substantially in the form of Exhibit B-2 hereto (each such notice, a "Notice of Continuation or Conversion") or by telephone (to be confirmed immediately in writing by delivery by an

Authorized Officer of a Notice of Continuation or Conversion), and in any event each such request shall be irrevocable and shall specify (A) the Borrowings to be Continued or Converted, (B) the date of the Continuation or Conversion (which shall be a Business Day), and (C) the Interest Period or, in the case of a Continuation, the new Interest Period. Without in any way limiting the obligation of the Borrowers to confirm in writing any telephonic notice permitted to be given hereunder, the Administrative Agent may act prior to receipt of written confirmation without liability upon the basis of such telephonic notice believed by the Administrative Agent in good faith to be from an Authorized Officer entitled to give telephonic notices under this Agreement on behalf of the Borrower. In each such case, the Administrative Agent's record of the terms of such telephonic notice shall be conclusive absent manifest error.

Section 2.11 Fees.

(a) Facility Fees. The Borrowers agree to pay to the Administrative Agent, for the ratable benefit of each Revolving Lender based upon each such Revolving Lender's Revolving Facility Percentage, as consideration for the Revolving Commitments of the Revolving Lenders, facility fees (the "Facility Fees") for the period from the Closing Date to, but not including, the Revolving Facility Termination Date, computed for each day at a rate per annum equal to (i) the Applicable Facility Fee Rate in effect on such day times (ii) the Total Revolving Commitment in effect on such day. Accrued Facility Fees shall be due and payable in arrears on the last Business Day of each September, December, March and June and on the Revolving Facility Termination Date.

(b) LC Fees. The Borrowers agree to pay to the Administrative Agent, for the ratable benefit of each Revolving Lender based upon each such Revolving Lender's Revolving Facility Percentage, a fee in respect of each Letter of Credit issued hereunder for the period from the date of issuance of such Letter of Credit until the expiration date thereof (including any extensions of such expiration date that may be made at the election of the account party or the beneficiary), computed for each day at a rate per annum equal to (A) the Applicable Margin for Revolving Loans that are Eurocurrency Loans in effect on such day times (B) the Stated Amount of such Letter of Credit on such day. The foregoing fees shall be payable quarterly in arrears on the last Business Day of each September, December, March and June and on the Revolving Facility Termination Date.

(c) Fronting Fees. The Borrowers agree to pay directly to each LC Issuer, for its own account, any fronting fees agreed to in writing between the Borrowers and such LC Issuer in respect of each Letter of Credit issued by it. Such fronting fees shall be due and payable on the date or dates agreed to between the Borrowers and such LC Issuer.

(d) Additional Charges of LC Issuer. The Borrowers agree to pay directly to each LC Issuer upon each LC Issuance, drawing under, or amendment, extension, renewal or transfer of, a Letter of Credit issued by it such amount as shall at the time of such LC Issuance, drawing under, amendment, extension, renewal or transfer be the processing charge that such LC Issuer is customarily charging for issuances of, drawings under or amendments, extensions, renewals or transfers of, letters of credit issued by it.

(e) Administrative Agent Fees. The Borrowers shall pay to the Administrative Agent, on the Closing Date and thereafter, for its own account, the fees set forth in the Administrative Agent Fee Letter.

(f) Computations and Determination of Fees. Any changes in the Applicable Facility Fee Rate shall be determined by the Administrative Agent in accordance with the provisions set forth in the definition of "Applicable Facility Fee Rate" and the Administrative Agent will promptly provide notice of such determination to the Borrowers and the Revolving Lenders. Any such determination by the Administrative Agent shall be conclusive and binding absent manifest error. All computations of Facility

Fees, LC Fees and other Fees hereunder shall be made on the actual number of days elapsed over a year of 360 days.

Section 2.12 Termination and Reduction of Revolving Commitments.

(a) Mandatory Termination of Revolving Commitments. All of the Revolving Commitments shall terminate on the Revolving Facility Termination Date.

(b) Voluntary Termination of the Total Revolving Commitment. Upon at least three Business Days' prior irrevocable written notice to the Administrative Agent at its Notice Office (which notice the Administrative Agent shall promptly transmit to each of the Lenders), the Borrowers shall have the right to terminate in whole the Total Revolving Commitment, *provided* that (i) all outstanding Revolving Loans and Unpaid Drawings are contemporaneously prepaid in accordance with Section 2.13 and (ii) either there are no outstanding Letters of Credit or the Borrowers shall contemporaneously cause all outstanding Letters of Credit to be surrendered for cancellation (any such Letters of Credit to be replaced by letters of credit issued by other financial institutions acceptable to each LC Issuer and the Revolving Lenders).

(c) Partial Reduction of Total Revolving Commitment. Upon at least three Business Days' prior irrevocable written notice to the Administrative Agent at its Notice Office (which notice the Administrative Agent shall promptly transmit to each of the Lenders), the Borrowers shall have the right to partially and permanently reduce the Unused Total Revolving Commitment; *provided*, *however,* that (i) any such reduction shall apply to proportionately (based on each Revolving Lender's Revolving Facility Percentage) and permanently reduce the Revolving Commitment of each Revolving Lender, (ii) such reduction shall apply to proportionately and permanently reduce the LC Commitment Amount and the Maximum Foreign Currency Exposure Amount, but only to the extent that the Unused Total Revolving Commitment would be reduced below any such limits, (iii) no such reduction shall be permitted if the Borrowers would be required to make a mandatory prepayment of Loans or cash collateralize Letters of Credit pursuant to Section 2.13, and (iv) any partial reduction shall be in the amount of at least $10,000,000 (or, if greater, in integral multiples of $1,000,000).

Section 2.13 Voluntary, Scheduled and Mandatory Prepayments of Loans.

(a) Voluntary Prepayments. The Borrowers shall have the right to prepay any of the Loans owing by them, in whole or in part, without premium or penalty, *except* as specified in subparts (d) and (e) below, from time to time. The Borrower Representative shall give the Administrative Agent at the Notice Office written or telephonic notice (in the case of telephonic notice, promptly confirmed in writing if so requested by the Administrative Agent) of its intent to prepay the Loans, the amount of such prepayment and (in the case of Eurocurrency Loans) the specific Borrowing(s) pursuant to which the prepayment is to be made, which notice shall be received by the Administrative Agent by (y) 11:00 A.M. (local time at the Notice Office) three Business Days prior to the date of such prepayment, in the case of any prepayment of Eurocurrency Loans, or (z) 11:00 A.M. (local time at the Notice Office) one Business Day prior to the date of such prepayment, in the case of any prepayment of Base Rate Loans, and which notice shall promptly be transmitted by the Administrative Agent to each of the affected Lenders, *provided* that:

(i) each partial prepayment shall be in an aggregate principal amount of at least (A) in the case of any prepayment of a Eurocurrency Loan, $10,000,000 (or, if less, the full amount of such Borrowing) or the Dollar Equivalent thereof, or an integral multiple of $1,000,000 or the Dollar Equivalent thereof in excess thereof, (B) in the case of any prepayment of a Base Rate Loan, $1,000,000 (or, if less, the full amount of such Borrowing) or the Dollar

Equivalent thereof, or an integral multiple of $500,000 or the Dollar Equivalent thereof in excess thereof, and (C) in the case of any prepayment of a Swing Loan, in the full amount thereof;

(ii) no partial prepayment of any Loans made pursuant to a Borrowing shall reduce the aggregate principal amount of such Loans outstanding pursuant to such Borrowing to an amount less than the Minimum Borrowing Amount applicable thereto; and

(iii) in the case of any prepayment of Term Loans, such prepayment shall be applied to reduce the Scheduled Repayments in respect of the Term Loans in the inverse order of maturity.

(b) Scheduled Repayments of Term Loans. On each of the dates set forth below, the Borrowers shall repay the principal amount of the Term Loans in the amount set forth opposite such date, *except* that the payment due on the Term Loan Maturity Date shall in any event be in the amount of the entire remaining principal amount of the outstanding Term Loans (each such repayment, as the same may be reduced by reason of the application of prepayments pursuant to Section 2.13(c), a "Scheduled Repayment"):

Date	Amount of Payment
September 30, 2007	$ 575,000
December 31, 2007	$ 575,000
March 31, 2008	$ 575,000
June 30, 2008	$ 575,000
September 30, 2008	$ 575,000
December 31, 2008	$ 575,000
March 31, 2009	$ 575,000
June 30, 2009	$ 575,000
September 30, 2009	$ 575,000
December 31, 2009	$ 575,000
March 31, 2010	$ 575,000
June 30, 2010	$ 575,000
September 30, 2010	$ 575,000
December 31, 2010	$ 575,000
March 31, 2011	$ 575,000
June 30, 2011	$ 575,000
September 30, 2011	$ 575,000
December 31, 2011	$ 575,000
March 31, 2012	$ 575,000
June 30, 2012	$ 575,000
September 30, 2012	$ 575,000
December 8, 2012	$110,625,000

(c) Mandatory Payments. The Loans shall be subject to mandatory repayment or prepayment (in the case of any partial prepayment conforming to the requirements as to the amounts of partial prepayments set forth in Section 2.13(a) above), and the LC Outstandings shall be subject to cash collateralization requirements, in accordance with the following provisions:

(i) Revolving Facility Termination Date. The entire principal amount of all outstanding Revolving Loans shall be repaid in full on the Revolving Facility Termination Date.

(ii) Loans Exceed the Commitments. If on any date (after giving effect to any other payments on such date) (A) the Aggregate Credit Facility Exposure exceeds the Total Credit Facility Amount, (B) the Revolving Facility Exposure of any Revolving Lender exceeds such Revolving Lender's Revolving Commitment, (C) the Foreign Currency Exposure would exceed the Maximum Foreign Currency Exposure Amount, (D) the Aggregate Revolving Facility Exposure plus the aggregate outstanding principal amount of Swing Loans exceeds the Total Revolving Commitment, or (E) the aggregate principal amount of Swing Loans outstanding exceeds the Swing Line Commitment, *then*, in the case of each of the foregoing, the Borrowers shall, on such day, prepay on such date the principal amount of Loans and, after Loans have been paid in full, Unpaid Drawings, in an aggregate amount at least equal to such excess.

(iii) LC Outstandings Exceed LC Commitment If on any date the LC Outstandings exceed the LC Commitment Amount, *then* the applicable LC Obligor or the Borrowers shall, on such day, pay to the Administrative Agent an amount in cash equal to such excess and the Administrative Agent shall hold such payment as security for the reimbursement obligations of the applicable LC Obligors hereunder in respect of Letters of Credit pursuant to a cash collateral agreement to be entered into in form and substance reasonably satisfactory to the Administrative Agent, each LC Issuer and the Borrowers (which shall permit certain investments in Cash Equivalents satisfactory to the Administrative Agent, each LC Issuer and the Borrowers until the proceeds are applied to any Unpaid Drawings or to any other Obligations in accordance with any such cash collateral agreement).

(iv) Excess Cash Flow. Within 90 days after each fiscal year of the Borrowers, commencing with the financial statements of the Borrowers for the fiscal year ending December 31, 2006, in which the Total Leverage Ratio as of the end of any such fiscal year is greater than 3.50 to 1.00, the Borrowers shall prepay the principal of the Term Loans in an aggregate amount (an "Excess Cash Flow Prepayment Amount") at least equal to 50% of the amount of Excess Cash Flow for such fiscal year, with such amount to be applied as set forth in Section 2.13(d) below.

(v) Certain Proceeds of Asset Sales. If during any fiscal year of the Borrowers, the Loan Parties have received cumulative Net Cash Proceeds during such fiscal year from one or more Asset Sales of at least $10,000,000 made pursuant to Section 7.02(c), not later than the third Business Day following the date of receipt of any Cash Proceeds in excess of such amount, an amount equal to 100% of the Net Cash Proceeds then received in excess of such amount from any Asset Sale shall be applied as a mandatory prepayment of the Term Loans in accordance with Section 2.13(d) below.

(vi) Certain Proceeds of Indebtedness. Not later than the Business Day following the date of the receipt by any Loan Party of the cash proceeds (net of underwriting discounts and commissions, placement agent fees and other customary fees and costs associated therewith) from any sale or issuance of any Indebtedness incurred pursuant to Section 7.04(f), Section 7.04(g) or

Section 7.04(h)(i), the Borrowers will make a prepayment of the Term Loans in an amount equal to 100% of such net cash proceeds in accordance with Section 2.13(d) below.

(vii) Certain Proceeds of an Event of Loss. If during any fiscal year of the Borrowers, any Loan Party has received cumulative Cash Proceeds during such fiscal year from one or more Events of Loss of more than 5% of Consolidated Net Worth, not later than the third Business Day following the date of receipt of any Cash Proceeds in excess of such amount, the Borrowers will make a prepayment of the Term Loans with an amount equal to 100% of the Net Cash Proceeds then received in excess of such amount from any Event of Loss in accordance with Section 2.13(d) below; *provided*, *however*, that if (A) no Default or Event of Default has occurred and is continuing, and (B) the Borrower Representative notifies the Administrative Agent and the Lenders in writing that it intends to rebuild or restore the affected property and that such rebuilding or restoration can be accomplished within 270 days out of such Cash Proceeds and other funds available to the Borrowers, *then* no such prepayment of the Loans shall be required if the Borrowers actually use such Cash Proceeds for application to the costs of rebuilding or restoration of the affected property within such 270 day period. Any amounts not so applied to the costs of rebuilding or restoration within such 270 day period shall be applied to the prepayment of the Term Loans as provided above.

(d) Applications of Certain Prepayment Proceeds. Each prepayment required to be made pursuant to Sections 2.13(c)(iv), (v), (vi) or (vii) above shall be applied as a mandatory prepayment of principal of the outstanding Term Loans, with such amounts being applied to reduce the Scheduled Repayments thereof in the inverse order of maturity.

(e) Particular Loans to be Prepaid. With respect to each repayment or prepayment of Loans made or required by this Section, the Borrower Representative shall designate the Types of Loans that are to be repaid or prepaid and the specific Borrowing(s) pursuant to which such repayment or prepayment is to be made; *provided*, *however*, that (i) the Borrower Representative shall first so designate all Loans that are Base Rate Loans and Eurocurrency Loans with Interest Periods ending on the date of repayment or prepayment prior to designating any other Eurocurrency Loans for repayment or prepayment, and (ii) if the outstanding principal amount of Eurocurrency Loans made pursuant to a Borrowing is reduced below the applicable Minimum Borrowing Amount as a result of any such repayment or prepayment, then all the Loans outstanding pursuant to such Borrowing shall, in the case of Eurodollar Loans, be Converted into Base Rate Loans and, in the case of Foreign Currency Loans, be repaid in full. In the absence of a designation by the Borrower Representative as described in the preceding sentence, the Administrative Agent shall, subject to the above, make such designation in its sole discretion with a view, but no obligation, to minimize breakage costs owing under Article III.

(f) Breakage and Other Compensation. Any prepayment made pursuant to this Section 2.13 shall be accompanied by any amounts payable in respect thereof under Article III hereof.

Section 2.14 Method and Place of Payment.

(a) Generally. All payments made by the Borrowers hereunder (including any payments made with respect to the Borrower Guaranteed Obligations under Article X) under any Note or any other Loan Document, shall be made without setoff, counterclaim or other defense.

(b) Application of Payments. Except as specifically set forth elsewhere in this Agreement and subject to Section 8.03, (i) all payments and prepayments of Revolving Loans and Unpaid Drawings with respect to Letters of Credit shall be applied by the Administrative Agent on a *pro rata* basis based upon each Revolving Lender's Revolving Facility Percentage of the amount of such prepayment, (ii) all

payments and prepayments of Term Loans shall be applied by the Administrative Agent to reduce the principal amount of the Term Loans made by each Term Lender, *pro rata* on the basis of their respective Term Commitments, and (iii) all payments or prepayments of Swing Loans shall be applied by the Administrative Agent to pay or prepay such Swing Loans.

(c) Payment of Obligations. Except as specifically set forth elsewhere in this Agreement, all payments under this Agreement with respect to any of the Obligations shall be made to the Administrative Agent on the date when due and shall be made at the Payment Office in immediately available funds and shall be made in Dollars. With respect to any Foreign Currency Loan, all payments (including prepayments) to any Lender of the principal of or interest on such Foreign Currency Loan shall be made in the same Designated Foreign Currency as the original Loan and, with respect to any Letter of Credit issued in a Designated Foreign Currency, all Unpaid Drawings with respect to each such Letter of Credit shall be made in the same Designated Foreign Currency in which each such Letter of Credit was issued.

(d) Timing of Payments. Any payments under this Agreement that are made later than 12:00 noon (local time at the Payment Office) shall be deemed to have been made on the next succeeding Business Day. Whenever any payment to be made hereunder shall be stated to be due on a day that is not a Business Day, (i) the due date thereof shall be extended to the next succeeding Business Day, (ii) with respect to payments of principal, interest shall be payable during such extension at the applicable rate in effect immediately prior to such extension and (iii) except as set forth in the next sentence, shall be made in Dollars. With respect to any Foreign Currency Loan, all payments (including prepayments) to any Lender of the principal of or interest on such Foreign Currency Loan shall be made in the same Designated Foreign Currency as the original Loan and, with respect to any Letter of Credit issued in a Designated Foreign Currency, all Unpaid Drawings with respect to each such Letter of Credit shall be made in the same Designated Foreign Currency in which each such Letter of Credit was issued.

Section 2.15 Distribution to Lenders. Upon the Administrative Agent's receipt of payments hereunder, the Administrative Agent shall immediately distribute to each Lender or the applicable LC Issuer, as the case may be, its ratable share, if any, of the amount of principal, interest, and Fees received by it for the account of such Lender. Payments received by the Administrative Agent in Dollars shall be delivered to the Lenders or the applicable LC Issuer, as the case may be, in Dollars in immediately available funds and payments received by the Administrative Agent in any Designated Foreign Currency shall be delivered to the Lenders or the applicable LC Issuer, as the case may be, in such Designated Foreign Currency in same-day funds; *provided, however,* that if at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, Unpaid Drawings, interest and Fees then due hereunder then, except as specifically set forth elsewhere in this Agreement and subject to Section 8.03, such funds shall be applied, *first*, towards payment of interest and Fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and Fees then due to such parties, and *second*, towards payment of principal and Unpaid Drawings then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and Unpaid Drawings then due to such parties.

ARTICLE III.

INCREASED COSTS, ILLEGALITY AND TAXES

Section 3.01 Increased Costs, Illegality, etc.

(a) In the event that (y) in the case of clause (i) below, the Administrative Agent or (z) in the case of clauses (ii) and (iii) below, any Lender, shall have determined on a reasonable basis (which determination shall, absent manifest error, be final and conclusive and binding upon all parties hereto):

(i) on any date for determining the interest rate applicable to any Eurocurrency Loan for any Interest Period that, by reason of any changes arising after the Closing Date, adequate and fair means do not exist for ascertaining the applicable interest rate on the basis provided for in this Agreement for such Eurocurrency Loan; or

(ii) at any time, that such Lender shall incur increased costs or reductions in the amounts received or receivable by it hereunder in an amount that such Lender deems material with respect to any Eurocurrency Loans (other than any increased cost or reduction in the amount received or receivable resulting from the imposition of or a change in the rate of taxes or similar charges) because of (x) any change since the Closing Date in any applicable law, governmental rule, regulation, guideline, order or request (whether or not having the force of law), or in the interpretation or administration thereof and including the introduction of any new law or governmental rule, regulation, guideline, order or request (such as, for example, but not limited to, a change in official reserve requirements, but, in all events, excluding reserves already includable in the interest rate applicable to such Eurocurrency Loan pursuant to this Agreement) or (y) other circumstances adversely affecting the London interbank market or the position of such Lender in any such market; or

(iii) at any time, that the making or continuance of any Eurocurrency Loan has become unlawful by compliance by such Lender in good faith with any change since the Closing Date in any law, governmental rule, regulation, guideline or order, or the interpretation or application thereof, or would conflict with any thereof not having the force of law but with which such Lender customarily complies, or has become impracticable as a result of a contingency occurring after the Closing Date that materially adversely affects the London interbank market;

then, and in each such event, such Lender (or the Administrative Agent in the case of clause (i) above) shall (1) on or promptly following such date or time and (2) within 10 Business Days of the date on which such event no longer exists give notice (by telephone confirmed in writing) to the Borrower Representative and to the Administrative Agent of such determination (which notice the Administrative Agent shall promptly transmit to each of the other Lenders). Thereafter (x) in the case of clause (i) above, the affected Type of Eurocurrency Loans shall no longer be available until such time as the Administrative Agent notifies the Borrower Representative and the Lenders that the circumstances giving rise to such notice by the Administrative Agent no longer exist, and any Notice of Borrowing or Notice of Continuation or Conversion given by the Borrower Representative with respect to such Type of Eurocurrency Loans that have not yet been incurred, Converted or Continued shall be deemed rescinded by the Borrower Representative or, in the case of a Notice of Borrowing, other than a Borrowing of Foreign Currency Loans, shall, at the option of the Borrower Representative, be deemed converted into a Notice of Borrowing for Base Rate Loans to be made on the date of Borrowing contained in such Notice of Borrowing, (y) in the case of clause (ii) above, the Borrowers shall pay to such Lender, upon written demand therefor, such additional amounts (in the form of an increased rate of, or a different method of calculating, interest or otherwise as such Lender shall determine) as shall be required to compensate such Lender for such increased costs or reductions in amounts receivable hereunder (a written notice as to the additional amounts owed to such Lender, showing the basis for the calculation thereof, which basis must be reasonable, submitted to the Borrower Representative by such Lender shall, absent manifest error, be final and conclusive and binding upon all parties hereto) and (z) in the case of clause (iii) above, the Borrowers shall take one of the actions specified in Section 3.01(b) as promptly as possible and, in any event, within the time period required by law.

(b) At any time that any Eurocurrency Loan is affected by the circumstances described in Section 3.01(a)(ii) or (iii), the Borrower Representative may (and in the case of a Eurocurrency Loan affected pursuant to Section 3.01(a)(iii), the Borrower Representative shall) either (i) if the affected

Eurocurrency Loan is then being made pursuant to a Borrowing, by giving the Administrative Agent telephonic notice (confirmed promptly in writing) thereof on the same date that the Borrower Representative was notified by a Lender pursuant to Section 3.01(a)(ii) or (iii), cancel said Borrowing, or convert the related Notice of Borrowing, other than a Borrowing of Foreign Currency Loans, into one requesting a Borrowing of Base Rate Loans or require the affected Lender to make its requested Loan as a Base Rate Loan, or (ii) if the affected Eurocurrency Loan is then outstanding, upon at least one Business Day's notice to the Administrative Agent, require the affected Lender to Convert each such Eurocurrency Loan into a Base Rate Loan, or, in the case of Foreign Currency Loans, prepay in full such Foreign Currency Loans; *provided, however,* that if more than one Lender is affected at any time, then all affected Lenders must be treated the same pursuant to this Section 3.01(b).

(c) If any Lender shall have determined that after the Closing Date, the adoption of any applicable law, rule or regulation regarding capital adequacy, or any change therein, or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged by law with the interpretation or administration thereof, or compliance by such Lender or its parent corporation with any request or directive regarding capital adequacy (whether or not having the force of law) of any such authority, central bank, or comparable agency, in each case made subsequent to the Closing Date, has or would have the effect of reducing by an amount reasonably deemed by such Lender to be material to the rate of return on such Lender's or its parent corporation's capital or assets as a consequence of such Lender's commitments or obligations hereunder to a level below that which such Lender or its parent corporation could have achieved but for such adoption, effectiveness, change or compliance (taking into consideration such Lender's or its parent corporation's policies with respect to capital adequacy), then from time to time, within 15 days after demand by such Lender (with a copy to the Administrative Agent), the Borrowers shall pay to such Lender such additional amount or amounts as will compensate such Lender or its parent corporation for such reduction. Each Lender, upon determining in good faith that any additional amounts will be payable pursuant to this Section 3.01(c), will give prompt written notice thereof to the Borrower Representative, which notice shall set forth, in reasonable detail, the basis of the calculation of such additional amounts, which basis must be reasonable, although the failure to give any such notice shall not release or diminish any of the Borrowers' obligations to pay additional amounts pursuant to this Section 3.01(c) upon the subsequent receipt of such notice.

Section 3.02 Breakage Compensation. The Borrowers shall compensate each Lender (including the Swing Line Lender), upon its written request (which request shall set forth the detailed basis for requesting and the method of calculating such compensation), for all reasonable losses, costs, expenses and liabilities (including, without limitation, any loss, cost, expense or liability incurred by reason of the liquidation or reemployment of deposits or other funds required by such Lender to fund its Eurocurrency Loans or Swing Loans and costs associated with foreign currency hedging obligations incurred by such Lender in connection with any Eurocurrency Loan) which such Lender may sustain in connection with any of the following: (i) if for any reason (other than a default by such Lender or the Administrative Agent) a Borrowing of Eurocurrency Loans or Swing Loans does not occur on a date specified therefor in a Notice of Borrowing or a Notice of Continuation or Conversion (whether or not withdrawn by the Borrower Representative or deemed withdrawn pursuant to Section 3.01(a)); (ii) if any repayment, prepayment, Conversion or Continuation of any Eurocurrency Loan occurs on a date that is not the last day of an Interest Period applicable thereto or any Swing Loan is paid prior to the Swing Loan Maturity Date applicable thereto; (iii) if any prepayment of any of its Eurocurrency Loans is not made on any date specified in a notice of prepayment given by the Borrower; (iv) as a result of an assignment by a Lender of any Eurocurrency Loan other than on the last day of the Interest Period applicable thereto pursuant to a request by the Borrower Representative pursuant to Section 3.05(b); or (v) as a consequence of (y) any other default by the Borrowers to repay or prepay any Eurocurrency Loans when required by the terms of this Agreement or (z) an election made pursuant to Section 3.05(b). The written request of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this

Section shall be delivered to the Borrower Representative and shall be conclusive absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such request within 10 days after receipt thereof.

Section 3.03 Net Payments.

(a) Except as provided for in Section 3.03(b), all payments made by the Borrowers hereunder, under any Note or any other Loan Document, including all payments made by the Borrowers pursuant to its guaranty obligations under Article X, will be made free and clear of, and without deduction or withholding for, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature now or hereafter imposed by any jurisdiction or by any political subdivision or taxing authority thereof or therein with respect to such payments (but excluding, except as provided in this Section 3.03(a), any tax imposed on or measured by the net income or net profits of a Lender and franchise taxes imposed on it pursuant to the laws of the jurisdiction under which such Lender is organized or the jurisdiction in which the principal office or Applicable Lending Office of such Lender, as applicable, is located or any subdivision thereof or therein) and all interest, penalties or similar liabilities with respect to such non-excluded taxes, levies imposts, duties, fees, assessments or other charges (all such non-excluded taxes, levies, imposts, duties, fees, assessments or other charges being referred to collectively as "Taxes"). If any Taxes are so levied or imposed, the Borrowers agree to pay the full amount of such Taxes and such additional amounts (including additional amounts to compensate for withholding on amounts paid pursuant to this Section 3.03) as may be necessary so that every payment by it of all amounts due hereunder, under any Note or under any other Loan Document, after withholding or deduction for or on account of any Taxes will not be less than the amount provided for herein or in such Note or in such other Loan Document. The Borrowers will indemnify and hold harmless the Administrative Agent and each Lender, and reimburse the Administrative Agent or such Lender upon its written request, for the amount of any Taxes imposed on and paid by such Lender. If any amounts are payable in respect of Taxes pursuant to this Section 3.03(a), the Borrowers agree to reimburse each Lender, upon the written request of such Lender, for taxes imposed on or measured by the net income, profits or franchise of such Lender pursuant to the laws of the jurisdiction in which such Lender is organized or in which the principal office or Applicable Lending Office of such Lender is located, as the case may be, or under the laws of any political subdivision or taxing authority therein, and for any withholding of taxes as such Lender shall determine are payable by, or withheld from, such Lender in respect of such reimbursement of taxes, which request shall be accompanied by a statement from such Lender setting forth, in reasonable detail, the computations used in determining such amounts. The Borrowers will furnish to the Administrative Agent within 45 days after the date the payment of any Taxes, or any withholding or deduction on account thereof, is due pursuant to applicable law certified copies of tax receipts, or other evidence satisfactory to the respective Lender, evidencing such payment by the Borrower.

(b) Each Lender that is not a United States Person (as such term is defined in Section 7701(a)(30) of the Code) for federal income tax purposes and that is entitled to claim an exemption from or reduction in United States withholding tax with respect to a payment by Borrowers agree to provide to the Borrower Representative and the Administrative Agent on or prior to the Closing Date, or in the case of a Lender that is an assignee or transferee of an interest under this Agreement pursuant to Section 11.06 (unless the respective Lender was already a Lender hereunder immediately prior to such assignment or transfer and such Lender is in compliance with the provisions of this Section), on the date of such assignment or transfer to such Lender, and from time to time thereafter if required by the Borrower Representative or the Administrative Agent two accurate and complete original signed copies of Internal Revenue Service Forms W-8BEN, W-8ECI, W-8EXP or W-8IMY (or successor, substitute or other appropriate forms and, in the case of Form W-8IMY, complete with accompanying Forms W-8BEN with respect to beneficial owners of the payment) certifying to such Lender's entitlement to exemption from or

a reduced rate of withholding of United States withholding tax with respect to payments to be made under this Agreement, any Note or any other Loan Document, along with any other appropriate documentation establishing such exemption or reduction (such as statements certifying qualification for exemption with respect to portfolio interest). In addition, each Lender agrees that from time to time after the Closing Date, when a lapse in time or change in circumstances renders the previous certification obsolete or inaccurate in any material respect, it will deliver to the Borrower Representative and the Administrative Agent two new accurate and complete original signed copies of the applicable Internal Revenue Service form establishing such exemption or reduction (such as statements certifying qualification for exemption with respect to portfolio interest) and any related documentation as may be required in order to confirm or establish the entitlement of such Lender to a continued exemption from or reduction in United States withholding tax if the Lender continues to be so entitled. No Lender shall be required by this Section 3.03(b) to deliver a form or certificate that it is not legally entitled to deliver. The Borrowers shall not be obligated pursuant to Section 3.03(a) hereof to pay additional amounts on account of or indemnify with respect to United States withholding taxes to the extent that such taxes arise solely due to a Lender's failure to deliver forms that it was legally entitled to but failed to deliver under this Section 3.03(b). The Borrowers agree to pay additional amounts and indemnify each Lender in the manner set forth in Section 3.03(a) in respect of any Taxes deducted or withheld by it as a result of any changes after the Closing Date in any applicable law, treaty, governmental rule, regulation, guideline or order, or in the interpretation thereof, relating to the deducting or withholding of income or similar Taxes.

(c) If any Lender, in its sole opinion, determines that it has finally and irrevocably received or been granted a refund in respect of any Taxes as to which indemnification has been paid by the Borrowers pursuant to this Section 3.03, it shall promptly remit such refund (including any interest received in respect thereof), net of all out-of-pocket costs and expenses to the Borrower; *provided*, *however*, that the Borrowers agree to promptly return any such refund (plus interest) to such Lender in the event such Lender is required to repay such refund to the relevant taxing authority. Any such Lender shall provide the Borrower Representative with a copy of any notice of assessment from the relevant taxing authority (redacting any unrelated confidential information contained therein) requiring repayment of such refund. Nothing contained herein shall impose an obligation on any Lender to apply for any such refund.

Section 3.04 Increased Costs to LC Issuers. If after the Closing Date, the adoption of any applicable law, rule or regulation, or any change therein, or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any LC Issuer or any Lender with any request or directive (whether or not having the force of law) by any such authority, central bank or comparable agency (in each case made subsequent to the Closing Date) shall either (i) impose, modify or make applicable any reserve, deposit, capital adequacy or similar requirement against Letters of Credit issued by such LC Issuer or such Lender's participation therein, or (ii) impose on such LC Issuer or any Lender any other conditions affecting this Agreement, any Letter of Credit or such Lender's participation therein; and the result of any of the foregoing is to increase the cost to such LC Issuer or such Lender of issuing, maintaining or participating in any Letter of Credit, or to reduce the amount of any sum received or receivable by such LC Issuer or such Lender hereunder (other than any increased cost or reduction in the amount received or receivable resulting from the imposition of or a change in the rate of taxes or similar charges), then, upon demand to the Borrower Representative by such LC Issuer or such Lender (a copy of which notice shall be sent by such LC Issuer or such Lender to the Administrative Agent), the Borrowers shall pay to such LC Issuer or such Lender such additional amount or amounts as will compensate any such LC Issuer or such Lender for such increased cost or reduction. A certificate submitted to the Borrower Representative by any LC Issuer or any Lender, as the case may be (a copy of which certificate shall be sent by such LC Issuer or such Lender to the Administrative Agent), setting forth, in reasonable detail, the basis for the determination of such additional amount or amounts necessary

to compensate any LC Issuer or such Lender as aforesaid shall be conclusive and binding on the Borrowers absent manifest error, although the failure to deliver any such certificate shall not release or diminish the Borrowers' obligations to pay additional amounts pursuant to this Section 3.04.

Section 3.05 Change of Applicable Lending Office; Replacement of Lenders.

(a) Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Sections 3.01(a)(ii) or (iii), 3.01(c), 3.03 or 3.04 requiring the payment of additional amounts to the Lender, such Lender will, if requested by the Borrower Representative, use reasonable efforts (subject to overall policy considerations of such Lender) to designate another Applicable Lending Office for any Loans or Commitments affected by such event; *provided, however,* that such designation is made on such terms that such Lender and its Applicable Lending Office suffer no economic, legal or regulatory disadvantage, with the object of avoiding the consequence of the event giving rise to the operation of any such Section.

(b) If (i) any Lender requests any compensation, reimbursement or other payment under Sections 3.01(a)(ii) or (iii), 3.01(c) or 3.04 with respect to such Lender, or (ii) the Borrowers are required to pay any additional amount to any Lender or Governmental Authority pursuant to Section 3.03, then the Borrowers may, at their 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 the restrictions contained in Section 11.06(c)), all its interests, rights and obligations under this Agreement to an Eligible Assignee that shall assume such obligations; *provided, however,* that (1) the Borrower Representative shall have received the prior written consent of the Administrative Agent, which consent shall not be unreasonably withheld or delayed, (2) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts, including any breakage compensation under Section 3.02 hereof), and (3) in the case of any such assignment resulting from a claim for compensation, reimbursement or other payments required to be made under Section 3.01(a)(ii) or (iii), Section 3.01(c) or Section 3.04 with respect to such Lender, or resulting from any required payments to any Lender or Governmental Authority pursuant to Section 3.03, such assignment will result in a reduction in such compensation, reimbursement or payments. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrowers to require such assignment and delegation cease to apply.

(c) Nothing in this Section 3.05 shall affect or postpone any of the obligations of the Borrowers or the right of any Lender provided in Sections 3.01, 3.03 or 3.04.

ARTICLE IV.

CONDITIONS PRECEDENT

Section 4.01 Conditions Precedent at Closing Date. The obligation of the Lenders to make Loans, and of any LC Issuer to issue Letters of Credit, is subject to the satisfaction of each of the following conditions on or prior to the Closing Date:

(i) Credit Agreement. This Agreement shall have been executed by the Borrowers, the Administrative Agent, each LC Issuer and each of the Lenders.

(ii) Notes. The Borrowers shall have executed and delivered to the Administrative Agent the appropriate Note or Notes for the account of each Lender that has requested the same.

(iii) Subsidiary Guaranty. The Subsidiary Guarantors shall have duly executed and delivered a Second Amended and Restated Subsidiary Guaranty (the "Subsidiary Guaranty"), substantially in the form attached hereto as Exhibit C-1.

(iv) Security Agreement. The Borrowers and each Subsidiary Guarantor shall have duly executed and delivered a Second Amended and Restated Pledge and Security Agreement (the "Security Agreement"), substantially in the form attached hereto as Exhibit C-2, and shall have executed and delivered the Collateral Assignment Agreements required pursuant to the terms of the Security Agreement.

(v) Fees and Fee Letters. The Borrowers shall have (A) executed and delivered to the Administrative Agent the Administrative Agent Fee Letter and therein shall have paid to the Administrative Agent, for its own account, the fees required to be paid by it on the Closing Date, and (B) paid or caused to be paid all reasonable fees and expenses of the Administrative Agent and of special counsel to the Administrative Agent that have been invoiced on or prior to the Closing Date in connection with the preparation, execution and delivery of this Agreement and the other Loan Documents and the consummation of the transactions contemplated hereby and thereby.

(vi) Corporate Resolutions and Approvals. The Administrative Agent shall have received certified copies of the resolutions of the Board of Directors of the Borrowers and each Subsidiary Guarantor approving the Loan Documents to which the Borrowers or any such Subsidiary Guarantor, as the case may be, are or may become a party, and of all documents evidencing other necessary corporate action and governmental approvals, if any, with respect to the execution, delivery and performance by the Borrowers or any such Subsidiary Guarantor of the Loan Documents to which it is or may become a party.

(vii) Incumbency Certificates. The Administrative Agent shall have received a certificate of the Secretary or an Assistant Secretary of each Borrower and of each Subsidiary Guarantor certifying the names and true signatures of the officers of such Borrower or such Subsidiary Guarantor, as the case may be, authorized to sign the Loan Documents to which such Borrower or such Subsidiary Guarantor is a party and any other documents to which such Borrower or any such other Subsidiary Guarantor is a party that may be executed and delivered in connection herewith.

(viii) Opinions of Counsel. The Administrative Agent shall have received such opinions of counsel from counsel to the Borrowers and the Subsidiary Guarantors as the Administrative Agent shall request, each of which shall be addressed to the Administrative Agent and each of the Lenders and dated the Closing Date and in form and substance satisfactory to the Administrative Agent.

(ix) Recordation of Security Documents, Delivery of Collateral, Taxes, etc. The Security Documents (or proper notices or UCC financing statements in respect thereof) shall have been duly recorded, published and filed in such manner and in such places as is required by law to establish, perfect, preserve and protect the rights, Liens and security interests of the parties thereto and their respective successors and assigns, all Collateral items required to be physically delivered to the Administrative Agent thereunder shall have been so delivered, accompanied by any appropriate instruments of transfer, and all taxes, fees and other charges then due and payable in connection with the execution, delivery, recording, publishing and filing of such instruments and the issuance of the Obligations and the delivery of the Notes shall have been paid in full.

(x) Evidence of Insurance. The Administrative Agent shall have received certificates of insurance and other evidence, satisfactory to it, of compliance with the insurance requirements of this Agreement and the Security Documents.

(xi) Search Reports. The Administrative Agent shall have received the results of UCC and other search reports from one or more commercial search firms acceptable to the Administrative Agent, listing all of the effective financing statements filed against any Loan Party, together with copies of such financing statements.

(xii) Corporate Charter and Good Standing Certificates. The Administrative Agent shall have received: (A) an original certified copy of the Certificate or Articles of Incorporation or equivalent formation document of each Loan Party and any and all amendments and restatements thereof, certified as of a recent date by the relevant Secretary of State; (B) an original good standing certificate from the Secretary of State of the state of incorporation, dated as of a recent date, listing all charter documents affecting such Loan Party and certifying as to the good standing of such Loan Party; and (C) original certificates of good standing from each other jurisdiction in which each Loan Party is authorized or qualified to do business.

(xiii) Closing Certificate. The Administrative Agent shall have received a certificate substantially in the form of Exhibit D hereto, dated the Closing Date, of an Authorized Officer to the effect that, at and as of the Closing Date and both before and after giving effect to the initial Borrowings hereunder and the application of the proceeds thereof: (A) no Default or Event of Default has occurred or is continuing; and (B) all representations and warranties of the Loan Parties contained herein or in the other Loan Documents are true and correct in all material respects as of the Closing Date.

(xiv) Consolidated EBITDA. The Borrowers shall have provided to the Administrative Agent and the Lenders a certificate of a financial officer of the Borrowers certifying that the Borrowers' consolidated (including the Target) *pro forma* EBITDA for the most recent twelve-month period ending on June 30, 2007 is greater than $158,500,000;

(xv) Solvency Certificate. The Administrative Agent shall have received a solvency certificate substantially in the form attached hereto as Exhibit E, dated as of the Closing Date, and executed by the Chief Financial Officer of the Borrower Representative.

(xvi) Proceedings and Documents. All corporate and other proceedings and all documents incidental to the transactions contemplated hereby shall be satisfactory in substance and form to the Administrative Agent and the Lenders and the Administrative Agent and its special counsel and the Lenders shall have received all such counterpart originals or certified or other copies of such documents as the Administrative Agent or its special counsel or any Lender may reasonably request.

(xvii) Total Leverage Ratio. The Borrower Representative shall have provided to the Administrative Agent evidence satisfactory to it that on the Closing Date, after giving effect to the making of the Loans contemplated hereby and on a *pro forma* basis after giving effect to Florence Acquisition, the Total Leverage Ratio is less than 4.00 to 1.00.

(xviii) No Material Adverse Effect. There shall not have occurred any event or condition since December 31, 2006 that, in the opinion of the Lenders, has had or could reasonably be expected to have a Material Adverse Effect.

(xix) No Litigation. There shall not exist any action, suit, investigation or proceeding pending or threatened in any court or before any arbitrator or Governmental Authority that purports to materially and adversely affect any transaction contemplated hereby or the ability of the Borrowers or any other obligor to perform their respective obligations under the Loan Documents.

(xx) Post-Acquisition Liquidity. Prior to and after giving effect to the consummation of the Florence Acquisition, the Borrowers will, after giving effect to such Acquisition, on a *pro forma* basis, have Post-Acquisition Liquidity of no less than $50,000,000.

(xxi) Florence Acquisition. In connection with the Florence Acquisition:

(A) the Borrowers shall have delivered to the Administrative Agent a copy of all of the Florence Documents certified by an officer of the Borrower Representative as being true, complete and correct, and the Administrative Agent and the Lenders shall be satisfied in all respects with the material terms thereof;

(B) the Borrowers shall have provided to the Administrative Agent and the Lenders a *pro forma* consolidated balance sheet of the Borrowers and their Subsidiaries (including the Target) as of June 30, 2007;

(C) the Borrower shall have delivered to the Administrative Agent a certificate of an Authorized Officer demonstrating, to the reasonable satisfaction of the Administrative Agent, the computation of the financial covenants referred to in Section 7.07 on a *pro forma* basis as of the most recently ended fiscal quarter of the Borrowers;

(D) the Borrowers shall have delivered to the Administrative Agent and the Lenders the audited financial statements relating to the Target and its Subsidiaries for the fiscal years ended December 31, 2005 and 2006 and unaudited financial statements relating to the Target and its Subsidiaries for the quarters ended March 31, 2007 and June 30, 2007 (the "Target Financials"), financial projections through 2009 relating to the Borrowers and their Subsidiaries (including the Target and its Subsidiaries) after giving effect to such Acquisition (the "Projections"), and a closing balance sheet prepared on a *pro forma* basis relating to the Borrowers and their Subsidiaries (including the Target and its Subsidiaries) after giving effect to such Acquisition and such other information as the Administrative Agent may reasonably request;

(E) (i) the Administrative Agent shall have received a fully executed release letter satisfactory to the Administrative Agent confirming that all Liens under the Target Existing Indebtedness Agreement on any property constituting Collateral have been, or upon the consummation of the Florence Acquisition will be, released; (ii) the Loan Parties shall have delivered UCC termination statements with respect to any filings against the Collateral as may be requested by the Administrative Agent and the secured parties listed on such filings referred to in such termination statements shall have authorized the filing of such termination statements or amendments; and (iii) the Administrative Agent shall have been authorized to file any UCC financing statements that the Administrative Agent deems necessary to perfect its Liens in the Collateral and Liens creating a first priority security interest (subject to Permitted Liens) in the Collateral in favor of the Administrative Agent shall have been perfected;

(F) such Acquisition shall have been (or contemporaneously with the making of the Loans hereunder on the Closing Date shall be) consummated in accordance with applicable law and the terms and conditions of the Florence Documents (without giving effect to any amendments or waivers to or of such documents that are adverse to the Administrative Agent and the Lenders and not approved by the Administrative Agent and the Lenders);

(G) the Administrative Agent shall have received the results of UCC and other search reports from one or more commercial search firms acceptable to the Administrative Agent, listing all of the effective financing statements and other Liens filed against the Target and/or its Subsidiaries (i) in each jurisdiction in which the Target and the Subsidiaries are organized or formed, (ii) in any jurisdiction in which the Target or a Subsidiary maintains an office or (iii) in any jurisdiction in which any Collateral of the Target or any of its Subsidiaries is located;

(H) there shall not exist any action, suit, investigation or proceeding pending or threatened in any court or before any arbitrator or governmental authority that purports to affect (a) the Florence Acquisition, or (b) any transaction contemplated hereby or the ability of the Borrowers or any other Loan Party under the Loan Documents to perform their respective obligations under such Loan Documents;

(I) the Administrative Agent shall have received and be satisfied with the amount and nature of any material contingent liabilities (including but not limited to environmental and employee health and safety exposures) to which the Borrowers and their Subsidiaries may be subject after giving effect to the Florence Acquisition and with the plans of the Borrowers or such Subsidiaries with respect thereto; and

(J) all necessary governmental, third-party and other approvals shall have been obtained and be in full force and effect (including, without limitation, any board and shareholder approval and approval under Hart-Scott Rodino or other similar competition law) and any applicable waiting periods shall have expired without any action being taken or threatened by any applicable authority, which, without limitation, would restrain, prevent or otherwise impose materially adverse conditions on the Florence Acquisition.

(xxii) Miscellaneous. The Loan Parties shall have provided to the Administrative Agent and the Lenders such other items and shall have satisfied such other conditions as may be reasonably required by the Administrative Agent or the Lenders.

Section 4.02 Conditions Precedent to All Credit Events. The obligations of the Lenders, the Swing Line Lender and each LC Issuer to make or participate in each Credit Event is subject, at the time thereof, to the satisfaction of the following conditions:

(a) Notice. The Administrative Agent (and in the case of subpart (iii) below, the applicable LC Issuer) shall have received, as applicable, (i) a Notice of Borrowing meeting the requirements of Section 2.06(b) with respect to any Borrowing (other than a Continuation or Conversion), (ii) a Notice of Continuation or Conversion meeting the requirements of Section 2.10(b) with respect to a Continuation or Conversion, or (iii) an LC Request meeting the requirements of Section 2.05(b) with respect to each LC Issuance.

(b) No Default; Representations and Warranties. At the time of each Credit Event and also after giving effect thereto, (i) there shall exist no Default or Event of Default, (ii) there shall have

occurred no Material Adverse Effect, and (iii) all representations and warranties of the Loan Parties contained herein or in the other Loan Documents shall be true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the date of such Credit Event, except to the extent that such representations and warranties expressly relate to an earlier specified date, in which case such representations and warranties shall have been true and correct in all material respects as of the date when made.

The acceptance of the benefits of each Credit Event shall constitute a representation and warranty by the Borrowers to the Administrative Agent, the Swing Line Lender, each LC Issuer and each of the Lenders that all of the applicable conditions specified in Section 4.01 and Section 4.02 have been satisfied as of the times referred to in such Sections.

ARTICLE V.

REPRESENTATIONS AND WARRANTIES

In order to induce the Administrative Agent, the Lenders and each LC Issuer to enter into this Agreement and to make the Loans and to issue and to participate in the Letters of Credit provided for herein, the Borrowers make the following representations and warranties to, and agreements with, the Administrative Agent, the Lenders and each LC Issuer, all of which shall survive the execution and delivery of this Agreement and each Credit Event:

Section 5.01 Corporate Status. Each Borrower and each of their respective Subsidiaries (i) is a duly organized or formed and validly existing corporation, partnership or limited liability company, as the case may be, in good standing or in full force and effect under the laws of the jurisdiction of its formation and has the corporate, partnership or limited liability company power and authority, as applicable, to own its property and assets and to transact the business in which it is engaged and presently proposes to engage, and (ii) has duly qualified and is authorized to do business in all jurisdictions where it is required to be so qualified or authorized except where the failure to be so qualified would not have a Material Adverse Effect. Schedule 5.01 hereto lists, as of the Closing Date, each Subsidiary (and the direct and indirect ownership interest of the Borrowers therein).

Section 5.02 Corporate Power and Authority. Each Loan Party has the corporate or other organizational power and authority to execute, deliver and carry out the terms and provisions of the Loan Documents to which it is party and has taken all necessary corporate or other organizational action to authorize the execution, delivery and performance of the Loan Documents to which it is party. Each Loan Party has duly executed and delivered each Loan Document to which it is party and each Loan Document to which it is party constitutes the legal, valid and binding agreement and obligation of such Loan Party enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles (regardless of whether enforcement is sought in equity or at law).

Section 5.03 No Violation. Neither the execution, delivery and performance by any Loan Party of the Loan Documents to which it is party nor compliance with the terms and provisions thereof (i) will contravene any provision of any law, statute, rule, regulation, order, writ, injunction or decree of any Governmental Authority applicable to such Loan Party or its properties and assets, (ii) will conflict with or result in any breach of, any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Lien (other than the Liens created pursuant to the Security Documents) upon any of the property or assets of such Loan Party pursuant to the terms of any promissory note, bond, debenture, indenture, mortgage, deed of trust,

credit or loan agreement, or any other agreement or other instrument, to which such Loan Party is a party or by which it or any of its property or assets are bound or to which it may be subject, other than when consent has been obtained, or (iii) will violate any provision of the Organizational Documents of such Loan Party.

Section 5.04 Governmental Approvals. No order, consent, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, any Governmental Authority is required to authorize or is required as a condition to (i) the execution, delivery and performance by any Loan Party of any Loan Document to which it is a party or any of its obligations thereunder, or (ii) the legality, validity, binding effect or enforceability of any Loan Document to which any Loan Party is a party, *except* the filing and recording of financing statements and other documents necessary in order to perfect the Liens created by the Security Documents.

Section 5.05 Litigation. There are no actions, suits or proceedings pending or, to the knowledge of the Borrowers, threatened with respect to the Borrowers or any of their Subsidiaries (i) that have had, or could reasonably be expected to have, a Material Adverse Effect, or (ii) that question the validity or enforceability of any of the Loan Documents, or of any action to be taken by any Borrower or any of the other Loan Parties pursuant to any of the Loan Documents.

Section 5.06 Use of Proceeds; Margin Regulations.

(a) The proceeds of all Loans and LC Issuances shall be utilized to refinance existing senior debt facilities, provide funds for Permitted Acquisitions (including the Florence Acquisition) and provide working capital and funds for general corporate purposes, in each case, not inconsistent with the terms of this Agreement.

(b) No part of the proceeds of any Credit Event will be used directly or indirectly to purchase or carry Margin Stock, or to extend credit to others for the purpose of purchasing or carrying any Margin Stock, in violation of any of the provisions of Regulations U or X of the Board of Governors of the Federal Reserve System. No Borrower is engaged in the business of extending credit for the purpose of purchasing or carrying any Margin Stock. At no time would more than 25% of the value of the assets of the Borrowers or of the Borrowers and their consolidated Subsidiaries that are subject to any "arrangement" (as such term is used in Section 221.2(g) of such Regulation U) hereunder be represented by Margin Stock.

Section 5.07 Financial Statements. The Borrower Representative has furnished to the Lenders and the Administrative Agent complete and correct copies of (i) the audited consolidated balance sheets of the Borrowers and their consolidated Subsidiaries as of December 31, 2005 and December 31, 2006 and the related audited consolidated statements of income, shareholders' equity, and cash flows of the Borrowers and their consolidated Subsidiaries for the fiscal years then ended, accompanied by the report thereon of PricewaterhouseCoopers LLP; (ii) the Target Financials; (iii) the unaudited quarterly consolidated balance sheets of the Borrowers and their consolidated Subsidiaries as of March 31, 2007 and June 30, 2007 and the related consolidated statements of income and of cash flows of the Borrowers and their consolidated Subsidiaries for the fiscal period then ended, as included in GII's Report on Form 10-Q for the fiscal quarters ended March 31, 2007 and June 30, 2007, respectively, filed with the SEC; (iv) financial projections through 2009 for the Borrowers and their Subsidiaries; and (v) the Projections. All such financial statements have been prepared in accordance with GAAP, consistently applied (except as stated therein), and fairly present the financial position of the entities described in such financial statements as of the respective dates indicated and the consolidated results of their operations and cash flows for the respective periods indicated, subject in the case of any such financial statements that are unaudited, to normal audit adjustments, none of which will involve a Material Adverse Effect. The

Borrowers and their Subsidiaries did not have, as of the date of the latest financial statements referred to above, and will not have as of the Closing Date after giving effect to the incurrence of Loans hereunder, any material or significant contingent liability or liability for taxes, long-term lease or unusual forward or long-term commitment that is not reflected in the foregoing financial statements or the notes thereto in accordance with GAAP and that in any such case is material in relation to the business, operations, properties, assets, financial or other condition or prospects of the Borrowers or any of their Subsidiaries.

Section 5.08 Solvency. The Borrowers have received consideration that is the reasonable equivalent value of the obligations and liabilities that the Borrowers have incurred to the Administrative Agent, each LC Issuer and the Lenders under the Loan Documents. The Borrowers now have capital sufficient to carry on their business and transactions and all business and transactions in which it is about to engage and is now solvent and able to pay their debts as they mature and the Borrowers, as of the Closing Date, owns property having a value, both at fair valuation and at present fair salable value, greater than the amount required to pay the Borrowers' debts; and the Borrowers are not entering into the Loan Documents with the intent to hinder, delay or defraud their creditors. For purposes of this Section, "debt" means any liability on a claim, and "claim" means (y) right to payment whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (z) right to an equitable remedy for breach of performance if such breach gives rise to a payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

Section 5.09 No Material Adverse Change. Since December 31, 2006, there has been no change in the financial or other condition, business, affairs or prospects of the Borrowers and their Subsidiaries taken as a whole, or their properties and assets considered as an entirety, *except* for changes none of which, individually or in the aggregate, has had or could reasonably be expected to have, a Material Adverse Effect.

Section 5.10 Tax Returns and Payments. Each of the Borrowers and their Subsidiaries have filed all federal income tax returns and all other tax returns, domestic and foreign, required to be filed by it and has paid all taxes and assessments payable by it that have become due, other than those not yet delinquent and except for those contested in good faith. Each of the Borrowers and their Subsidiaries have established on its books such charges, accruals and reserves in respect of taxes, assessments, fees and other governmental charges for all fiscal periods as are required by GAAP. Neither the Borrowers nor any of their Subsidiaries know of any proposed assessment for additional federal, foreign or state taxes for any period, or of any basis therefor, which, individually or in the aggregate, taking into account such charges, accruals and reserves in respect thereof as the Borrowers and their Subsidiaries have made, could reasonably be expected to have a Material Adverse Effect.

Section 5.11 Title to Properties, etc. Each of the Borrowers and their Subsidiaries has good and marketable title, in the case of Real Property, and good title (or valid Leaseholds, in the case of any leased property), in the case of all other property, to all of its properties and assets free and clear of Liens other than Permitted Liens. The interests of the Borrowers and their Subsidiaries in the properties reflected in the most recent balance sheet referred to in Section 5.07, taken as a whole, were sufficient, in the judgment of the Borrowers, as of the date of such balance sheet for purposes of the ownership and operation of the businesses conducted by the Borrowers and their Subsidiaries.

Section 5.12 Lawful Operations, etc. Each of the Borrowers and their Subsidiaries: (i) holds all necessary foreign, federal, state, local and other governmental licenses, registrations, certifications, permits and authorizations necessary to conduct its business, except to the extent the failure to so hold could reasonably be expected to have a Material Adverse Effect; (ii) is in full compliance with all requirements imposed by law, regulation or rule, whether foreign, federal, state or local, that are

applicable to it, its operations, or its properties and assets, including, without limitation, applicable requirements of Environmental Laws, *except* for any failure to obtain and maintain in effect, or noncompliance that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect; (iii) conducts its business in compliance with all provisions of the Fair Debt Practices Collection Act and all other applicable federal, state or local laws governing the collection of debts and neither Borrowers nor any of their Subsidiaries is in material violation of any of such laws; and (iv) is in compliance with all federal, state and local privacy laws.

Section 5.13 Environmental Matters.

(a) Each of the Borrowers and their Subsidiaries is in compliance with all Environmental Laws, except to the extent that any such failure to comply (together with any resulting penalties, fines or forfeitures) would not reasonably be expected to have a Material Adverse Effect. All licenses, permits, registrations or approvals required for the conduct of the business of the Borrowers and their Subsidiaries under any Environmental Law have been secured and the Borrowers and their Subsidiaries is in substantial compliance therewith, except for such licenses, permits, registrations or approvals the failure to secure or to comply therewith is not reasonably likely to have a Material Adverse Effect. Neither the Borrowers nor any of their Subsidiaries have received written notice, or otherwise knows, that it is in any respect in noncompliance with, breach of or default under any applicable writ, order, judgment, injunction, or decree to which the Borrower or such Subsidiary is a party or that would affect the ability of the Borrower or such Subsidiary to operate any Real Property and no event has occurred and is continuing that, with the passage of time or the giving of notice or both, would constitute noncompliance, breach of or default thereunder, except in each such case, such noncompliance, breaches or defaults as would not reasonably be expected to, in the aggregate, have a Material Adverse Effect. There are no Environmental Claims pending or, to the best knowledge of any Borrower, threatened herein an unfavorable decision, ruling or finding would reasonably be expected to have a Material Adverse Effect. There are no facts, circumstances, conditions or occurrences on any Real Property now or at any time owned, leased or operated by the Borrowers or any of their Subsidiaries or on any property adjacent to any such Real Property, that are known by the Borrower or as to which the Borrower or any such Subsidiary has received written notice, that could reasonably be expected: (i) to form the basis of an Environmental Claim against the Borrowers or any of their Subsidiaries or any Real Property of the Borrowers or any of their Subsidiaries; or (ii) to cause such Real Property to be subject to any restrictions on the ownership, occupancy, use or transferability of such Real Property under any Environmental Law, except in each such case, such Environmental Claims or restrictions that individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect.

(b) Hazardous Materials have not at any time been (i) generated, used, treated or stored on, or transported to or from, any Real Property of the Borrowers or any of their Subsidiaries or (ii) released on any such Real Property, in each case where such occurrence or event is not in compliance with Environmental Laws and is reasonably likely to have a Material Adverse Effect.

Section 5.14 Compliance with ERISA. Compliance by the Borrowers with the provisions hereof and Credit Events contemplated hereby will not involve any prohibited transaction within the meaning of ERISA or Section 4975 of the Code. The Borrowers and their Subsidiaries, (i) have fulfilled all obligations under minimum funding standards of ERISA and the Code with respect to each Plan that is not a Multi-Employer Plan or a Multiple Employer Plan, (ii) have satisfied all respective contribution obligations in respect of each Multi-Employer Plan and each Multiple Employer Plan, (iii) are in compliance in all material respects with all other applicable provisions of ERISA and the Code with respect to each Plan, each Multi-Employer Plan and each Multiple Employer Plan, and (iv) have not incurred any liability under the Title IV of ERISA to the PBGC with respect to any Plan, any Multi-Employer Plan, any Multiple Employer Plan, or any trust established thereunder. No Plan or trust created

thereunder has been terminated, and there have been no Reportable Events, with respect to any Plan or trust created thereunder or with respect to any Multi-Employer Plan or Multiple Employer Plan, which termination or Reportable Event will or could result in the termination of such Plan, Multi-Employer Plan or Multiple Employer Plan and give rise to a material liability of the Borrower or any ERISA Affiliate in respect thereof. Neither Borrower nor any ERISA Affiliate is at the date hereof, or has been at any time within the two years preceding the date hereof, an employer required to contribute to any Multi-Employer Plan or Multiple Employer Plan, or a "contributing sponsor" (as such term is defined in Section 4001 of ERISA) in any Multi-Employer Plan or Multiple Employer Plan. Neither the Borrower nor any ERISA Affiliate has any contingent liability with respect to any post-retirement "welfare benefit plan" (as such term is defined in ERISA) except as has been disclosed to the Lenders in writing.

Section 5.15 Intellectual Property, etc. The Borrowers and their Subsidiaries have obtained or have the right to use all material patents, trademarks, service marks, trade names, copyrights, licenses and other rights with respect to the foregoing necessary for the present and planned future conduct of its business, without any known conflict with the rights of others, *except* for such patents, trademarks, service marks, trade names, copyrights, licenses and rights, the loss of which, and such conflicts which, in any such case individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect.

Section 5.16 Investment Company Act, etc. Neither the Borrowers nor any of their Subsidiaries are subject to regulation with respect to the creation or incurrence of Indebtedness under the Investment Company Act of 1940, as amended, the Interstate Commerce Act, as amended, the Federal Power Act, as amended, the Energy Policy Act of 2005, as amended, or any applicable state public utility law.

Section 5.17 Insurance. The Borrowers and their Subsidiaries maintain insurance coverage by such insurers and in such forms and amounts and against such risks as are generally consistent with industry standards and in each case in compliance with the terms of the Loan Documents.

Section 5.18 Burdensome Contracts; Labor Relations. Neither the Borrowers nor any of their Subsidiaries (a) are subject to any burdensome contract, agreement, corporate restriction, judgment, decree or order, (b) are a party to any labor dispute affecting any bargaining unit or other group of employees generally, (c) are subject to any strike, slowdown, walk out or other concerted interruptions of operations by employees of the Borrower or any Subsidiary, whether or not relating to any labor contracts, (d) are subject to any pending or, to the knowledge of the Borrowers, threatened, unfair labor practice complaint, before the National Labor Relations Board, (e) are subject to any pending or, to the knowledge of the Borrowers, threatened grievance or arbitration proceeding arising out of or under any collective bargaining agreement, (f) are subject to any significant pending or, to the knowledge of the Borrowers, threatened strike, labor dispute, slowdown or stoppage, or (g) are, to the knowledge of the Borrowers, involved or subject to any union representation organizing or certification matter with respect to the employees of the Borrowers or any of their Subsidiaries, *except* (with respect to any matter specified in any of the above clauses) for such matters as, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

Section 5.19 Security Interests. Once executed and delivered, each of the Security Documents creates, as security for the Secured Obligations (as defined in the Security Agreement), a valid and enforceable, and upon making the filings and recordings referenced in the next sentence, perfected security interest in and Lien on all of the Collateral subject thereto from time to time, in favor of the Administrative Agent for the benefit of the Secured Creditors, superior to and prior to the rights of all third persons and subject to no other Liens, *except* that the Collateral under the Security Documents may be subject to Permitted Liens. No filings or recordings are required in order to perfect the security

interests created under any Security Document except for filings or recordings required in connection with any such Security Document that shall have been made, or for which satisfactory arrangements have been made, upon or prior to the execution and delivery thereof. All recording, stamp, intangible or other similar taxes required to be paid by any Person under applicable legal requirements or other laws applicable to the property encumbered by the Security Documents in connection with the execution, delivery, recordation, filing, registration, perfection or enforcement thereof have been paid.

Section 5.20 True and Complete Disclosure. All factual information (taken as a whole) heretofore or contemporaneously furnished by or on behalf of the Borrowers or any of their Subsidiaries in writing to the Administrative Agent or any Lender for purposes of or in connection with this Agreement or any transaction contemplated herein, is, and all other such factual information (taken as a whole) hereafter furnished by or on behalf of such Person in writing to the Administrative Agent or any Lender will be, true and accurate in all material respects on the date as of which such information is dated or certified and not incomplete by omitting to state any material fact necessary to make such information (taken as a whole) not misleading at such time in light of the circumstances under which such information was provided.

Section 5.21 Defaults. No Default or Event of Default exists as of the Closing Date hereunder, nor will any Default or Event of Default begin to exist immediately after the execution and delivery hereof.

Section 5.22 Anti-Terrorism Law Compliance. Neither the Borrowers nor any of their Subsidiaries are subject to or in violation of any law, regulation, or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list, Executive Order No. 13224 or the USA Patriot Act) that prohibits or limits the conduct of business with or the receiving of funds, goods or services to or for the benefit of certain Persons specified therein or that prohibits or limits any Lender or LC Issuer from making any advance or extension of credit to the Borrower or from otherwise conducting business with the Borrower.

ARTICLE VI.

AFFIRMATIVE COVENANTS

The Borrower hereby covenants and agrees that on the Closing Date and thereafter so long as this Agreement is in effect and until such time as the Commitments have been terminated, no Notes remain outstanding and the Loans, together with interest, Fees and all other Obligations incurred hereunder and under the other Loan Documents, have been paid in full.

Section 6.01 Reporting Requirements. The Borrower Representative will furnish to the Administrative Agent and each Lender:

(a) Annual Financial Statements. As soon as available and in any event within 90 days after the close of each fiscal year of the Borrowers (but no later than the date on which GII would be required to file a Form 10-K under the Exchange Act if it were subject to Sections 15 and 13(d) of the Exchange Act), the consolidated balance sheets of the Borrowers and their respective consolidated Subsidiaries as at the end of such fiscal year and the related consolidated statements of income, of stockholders' equity and of cash flows for such fiscal year, in each case setting forth comparative figures for the preceding fiscal year, all in reasonable detail and accompanied by the opinion with respect to such consolidated financial statements of independent public accountants of recognized national standing selected by the Borrowers, which opinion shall be unqualified and shall (i) state that such accountants audited such consolidated financial statements in accordance with generally accepted auditing standards, that such accountants

believe that such audit provides a reasonable basis for their opinion, and that in their opinion such consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Borrowers and their respective consolidated subsidiaries as at the end of such fiscal year and the consolidated results of their operations and cash flows for such fiscal year in conformity with generally accepted accounting principles, or (ii) contain such statements as are customarily included in unqualified reports of independent accountants in conformity with the recommendations and requirements of the American Institute of Certified Public Accountants (or any successor organization).

(b) Quarterly Financial Statements. As soon as available and in any event within 45 days after the close of the first three quarterly accounting periods in each fiscal year of the Borrowers (but no later than the date on which GII would be required to file a Form 10-Q under the Exchange Act if it were subject to Sections 15 and 13(d) of the Exchange Act), the unaudited consolidated balance sheets of the Borrowers and their respective consolidated Subsidiaries as at the end of such quarterly period and the related unaudited consolidated statements of income and of cash flows for such quarterly period and/or for the fiscal year to date, and setting forth, in the case of such unaudited consolidated statements of income and of cash flows, comparative figures for the related periods in the prior fiscal year, and which shall be certified on behalf of the Borrowers by the Chief Financial Officer of the Borrower Representative, subject to changes resulting from normal year-end audit adjustments.

(c) Officer's Compliance Certificates. At the time of the delivery of the financial statements provided for in Sections 6.01(a) and (b), a certificate (a "Compliance Certificate"), in substantially the form attached hereto as Exhibit F, on behalf of the Borrowers by an Authorized Officer to the effect that (i) no Default or Event of Default exists or, if any Default or Event of Default does exist, specifying the nature and extent thereof and the actions the Borrowers propose to take with respect thereto, and (ii) the representations and warranties of the Loan Parties are true and correct in all material respects, except to the extent that any relate to an earlier specified date, in which case, such representations shall be true and correct in all material respects as of the date made, which certificate shall set forth the calculations required to establish compliance with the provisions of Section 7.07.

(d) Notices. Promptly, and in any event within three Business Days after any Borrower or Subsidiary obtains knowledge thereof, notice of:

(i) the occurrence of any event that constitutes a Default or Event of Default, which notice shall specify the nature thereof, the period of existence thereof and what action the Borrowers propose to take with respect thereto; or

(ii) the commencement of, or any other material development concerning, any litigation or governmental or regulatory proceeding pending against the Borrowers or any of their Subsidiaries or the occurrence of any other event, if the same would be reasonably likely to have a Material Adverse Effect.

(e) ERISA. Promptly, and in any event within 10 days after any Borrower, any Subsidiary or any ERISA Affiliate knows of the occurrence of any of the following, the Borrower Representative will deliver to each of the Lenders a certificate on behalf of the Borrowers by an Authorized Officer setting forth the full details as to such occurrence and the action, if any, that such Borrower, such Subsidiary or such ERISA Affiliate is required or proposes to take, together with any notices required or proposed to be given to or filed with or by any Borrower, the Subsidiary, the ERISA Affiliate, the PBGC, a Plan participant or the Plan administrator with respect thereto (i) that a Reportable Event has occurred with respect to any Plan; (ii) the institution of any steps by any Borrower, any ERISA Affiliate, the PBGC or any other Person to terminate any Plan; (iii) the institution of any steps by any Borrower or any ERISA Affiliate to withdraw from any Plan; (iv) the institution of any steps by any Borrower or any Subsidiary to

withdraw from any Multi-Employer Plan or Multiple Employer Plan, if such withdrawal could result in withdrawal liability (as described in Part 1 of Subtitle E of Title IV of ERISA) in excess of $5,000,000; (v) a non-exempt "prohibited transaction" within the meaning of Section 406 of ERISA in connection with any Plan; (vi) that a Plan has an Unfunded Current Liability exceeding $5,000,000; (vii) any material increase in the contingent liability of any Borrower or any Subsidiary with respect to any post-retirement welfare liability; or (viii) the taking of any action by, or the threatening of the taking of any action by, the Internal Revenue Service, the Department of Labor or the PBGC with respect to any of the foregoing.

(f) Environmental Matters. Promptly upon, and in any event within 10 Business Days after, an officer of the Borrowers or any of their Subsidiaries obtaining knowledge thereof, notice of one or more of the following environmental matters to the extent any of the following would reasonably be expected to have a Material Adverse Effect: (i) any pending or threatened Environmental Claim against the Borrowers or any of their Subsidiaries or any Real Property owned or operated by the Borrowers or any of their Subsidiaries; (ii) any condition or occurrence on or arising from any Real Property owned or operated by the Borrowers or any of their Subsidiaries that (A) results in noncompliance by the Borrowers or any of their Subsidiaries with any applicable Environmental Law or (B) would reasonably be expected to form the basis of a Environmental Claim against the Borrowers or any of their Subsidiaries or any such Real Property; (iii) any condition or occurrence on any Real Property owned, leased or operated by the Borrowers or any of their Subsidiaries that could reasonably be expected to cause such Real Property to be subject to any restrictions on the ownership, occupancy, use or transferability by the Borrowers or any of their Subsidiaries of such Real Property under any Environmental Law; and (iv) the taking of any removal or remedial action in response to the actual or alleged presence of any Hazardous Material on any Real Property owned, leased or operated by the Borrowers or any of their Subsidiaries as required by any Environmental Law or any governmental or other administrative agency. All such notices shall describe in reasonable detail the nature of the Environmental Claim, such Borrower's or such Subsidiary's response thereto and the potential exposure in Dollars of the Borrowers and their Subsidiaries with respect thereto.

(g) SEC Reports and Registration Statements. Promptly after transmission thereof or other filing with the SEC, copies of all registration statements and all annual, quarterly or current reports that any Borrower or any of its Subsidiaries is required to file with the SEC on Form 10-K, 10-Q or 8-K (or any successor forms).

(h) Annual, Quarterly and Other Reports. Promptly after transmission thereof to its stockholders, copies of all annual, quarterly and other reports and all proxy statements that GII furnishes to its stockholders generally.

(i) Auditors' Internal Control Comment Letters, etc. Promptly upon receipt thereof, a copy of each letter or memorandum commenting on internal accounting controls and/or accounting or financial reporting policies followed by the Borrowers and/or any of their Subsidiaries which is submitted to the Borrowers by their independent accountants in connection with any annual or interim audit made by them of the books of the Borrowers or any of their Subsidiaries.

(j) Information Relating to Collateral. At the time of the delivery of the annual financial statements provided for in subpart (a) above, a certificate of an Authorized Officer certifying that (i) no changes have occurred since the Closing Date that would give rise to the need for the Administrative Agent to file amendments to any UCC financing statements currently filed or file new UCC financing statements, or if any such changes have occurred, such certificate shall set forth such information as is necessary to file such amendments or additional UCC financing statements, and (ii) neither the Borrowers nor any of their Subsidiaries have taken any actions (and is not aware of any actions so taken) to terminate any UCC financing statements or other appropriate filings, recordings or registrations, including

all refilings, rerecordings and reregistrations, containing a description of the Collateral that have been filed of record in each governmental, municipal or other appropriate office in each appropriate jurisdiction to the extent necessary to protect and perfect the security interests and Liens under the Security Documents for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period).

(k) Other Notices. Promptly after the transmission or receipt thereof, as applicable, copies of all notices received or sent by any Borrower or any Subsidiary to or from the holders of any Material Indebtedness or any trustee with respect thereto.

(l) Other Information. Promptly, but in any event within 10 days after a request therefor, such other information or documents (financial or otherwise) relating to the Borrowers or any of their Subsidiaries as the Administrative Agent or any Lender may reasonably request from time to time.

Section 6.02 Books, Records and Inspections. The Borrowers will, and will cause each of their respective Subsidiaries to, (i) keep proper books of record and account, in which full and correct entries shall be made of all financial transactions and the assets and business of the Borrowers or such Subsidiary, as the case may be, in accordance with GAAP; and (ii) permit, upon reasonable prior notice to the Borrower Representative, officers and designated representatives of the Administrative Agent or any of the Lenders to visit and inspect any of the properties or assets of the Borrowers and their Subsidiaries in whomsoever's possession (but only to the extent the Borrowers or such Subsidiary has the right to do so to the extent in the possession of another Person), to examine the books of account of the Borrowers and any of its Subsidiaries, and make copies thereof and take extracts therefrom, and to discuss the affairs, finances and accounts of the Borrowers and of their Subsidiaries with, and be advised as to the same by, its and their officers and independent accountants and independent actuaries, if any, all at such reasonable times and intervals and to such reasonable extent as the Administrative Agent or any of the Lenders may request.

Section 6.03 Insurance.

(a) The Borrowers will, and will cause each of their respective Subsidiaries to, (i) maintain insurance coverage by such insurers and in such forms and amounts and against such risks as are generally consistent with the insurance coverage maintained by the Borrowers and their Subsidiaries as of the Closing Date, and (ii) forthwith upon the Administrative Agent's or any Lender's written request, furnish to the Administrative Agent or such Lender such information about such insurance as the Administrative Agent or such Lender may from time to time reasonably request, which information shall be prepared in form and detail satisfactory to the Administrative Agent or such Lender and certified by an Authorized Officer.

(b) The Borrowers will, and will cause each of their Subsidiaries that is a Loan Party to, at all times keep their respective property that is subject to the Lien of any of the Security Documents insured in favor of the Administrative Agent, and all policies or certificates (or certified copies thereof) with respect to such insurance (and any other insurance maintained by any Borrower or any such Subsidiary) (i) shall be endorsed to the Administrative Agent's satisfaction for the benefit of the Administrative Agent (including, without limitation, by naming the Administrative Agent as an additional loss payee (with respect to Collateral) or, to the extent permitted by applicable law, as an additional insured as its interests may appear), (ii) shall state that such insurance policies shall not be canceled, reduced or expire without 30 days' prior written notice thereof (or 10 days' prior written notice in the case of cancellation for the non-payment of premiums) by the respective insurer to the Administrative Agent, (iii) shall provide that the respective insurers irrevocably waive any and all rights of subrogation with respect to the Administrative Agent and the Lenders, (iv) shall in the case of any such certificates or endorsements in

favor of the Administrative Agent, be delivered to or deposited with the Administrative Agent, and (v) shall provide that the interests of the Administrative Agent shall not be invalidated by an act or negligence of any Borrower or any Subsidiary or any Person having an interest in any facility owned, leased or used by any Borrower or any of its Subsidiaries nor by occupancy or use of any facility owned, leased or used by any Borrower or any Subsidiary for purposes more hazardous than permitted by such policy nor by any foreclosure or other proceedings relating to any facility owned, leased or used by any Borrower or any Subsidiary. The Borrower Representative shall deliver to the Administrative Agent contemporaneously with the expiration or replacement of any policy of insurance required to be maintained by this Agreement a certificate as to the new or renewal policy. The Borrower Representative shall advise the Administrative Agent promptly upon the cancellation, reduction or amendment of any policy. If requested to do so by the Administrative Agent at any time, the Borrower Representative shall deliver copies of all insurance policies maintained by it as required by this Agreement. The Administrative Agent shall deliver copies of any certificates of insurance to a Lender upon such Lender's reasonable request.

(c) If the Borrowers or any other Loan Party shall fail to maintain any insurance in accordance with this Section, or if the Borrower Representative or any such Loan Party shall fail to so endorse and deliver or deposit all endorsements or certificates with respect thereto, the Administrative Agent shall have the right (but shall be under no obligation), upon prior written notice to the Borrower Representative, to procure such insurance and the Borrowers agree to reimburse the Administrative Agent on demand for all costs and expenses of procuring such insurance.

Section 6.04 Payment of Taxes and Claims. The Borrowers will pay and discharge, and will cause each of its Subsidiaries to pay and discharge, all taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits, or upon any properties belonging to it, prior to the date on which penalties attach thereto, and all lawful claims that, if unpaid, might become a Lien or charge upon any properties of the Borrowers or any of their Subsidiaries; *provided, however,* that neither the Borrowers nor any of their Subsidiaries shall be required to pay any such tax, assessment, charge, levy or claim that is being contested in good faith and by proper proceedings if it has maintained adequate reserves with respect thereto in accordance with GAAP. Without limiting the generality of the foregoing, the Borrowers will, and will cause each of its Subsidiaries to, pay in full all of its wage obligations to its employees in accordance with the Fair Labor Standards Act (29 U.S.C. Sections 206-207) and any comparable provisions of applicable law.

Section 6.05 Corporate Franchises. The Borrowers will do, and will cause each of their Subsidiaries to do, or cause to be done, all things necessary to preserve and keep in full force and effect its corporate existence, rights and authority; *provided, however,* that nothing in this Section shall be deemed to prohibit any transaction permitted by Section 7.02.

Section 6.06 Good Repair. The Borrowers will, and will cause each of their Subsidiaries to, ensure that its material properties and equipment used or useful in its business in whomsoever's possession they may be, are kept in good repair, working order and condition, normal wear and tear excepted, and that from time to time there are made in such properties and equipment all needful and proper repairs, renewals, replacements, extensions, additions, betterments and improvements thereto, to the extent and in the manner customary for companies in similar businesses.

Section 6.07 Compliance with Statutes, etc. The Borrowers will, and will cause each of their Subsidiaries to, comply with all applicable statutes, regulations and orders of, and all applicable restrictions imposed by, all Governmental Authorities in respect of the conduct of its business and the ownership of its property, other than those the noncompliance with which would not be reasonably expected to have a Material Adverse Effect.

Section 6.08 Compliance with Environmental Laws. Without limitation of the covenants contained in Section 6.07:

(a) The Borrowers will comply, and will cause each of their Subsidiaries to comply, with all Environmental Laws applicable to the ownership, lease or use of all Real Property now or hereafter owned, leased or operated by the Borrowers or any of their Subsidiaries, and will promptly pay or cause to be paid all costs and expenses incurred in connection with such compliance, *except* to the extent that such compliance with Environmental Laws is being contested in good faith and by appropriate proceedings and for which adequate reserves have been established to the extent required by GAAP, and an adverse outcome in such proceedings is not reasonably expected to have a Material Adverse Effect.

(b) The Borrowers will keep or cause to be kept, and will cause each of their Subsidiaries to keep or cause to be kept, all such Real Property free and clear of any Liens imposed pursuant to such Environmental Laws other than Permitted Liens.

(c) Neither the Borrowers nor any of their Subsidiaries will generate, use, treat, store, release or dispose of, or permit the generation, use, treatment, storage, release or disposal of, Hazardous Materials on any Real Property now or hereafter owned, leased or operated by the Borrowers or any of their Subsidiaries or transport or permit the transportation of Hazardous Materials to or from any such Real Property other than in compliance with applicable Environmental Laws, except for such noncompliance as would not be reasonably expected to have a Material Adverse Effect.

(d) If required to do so under any applicable order of any Governmental Authority, the Borrowers will undertake, and cause each of their Subsidiaries to undertake, any clean up, removal, remedial or other action necessary to remove and clean up any Hazardous Materials from any Real Property owned, leased or operated by the Borrowers or any of their Subsidiaries in accordance with, in all material respects, the requirements of all applicable Environmental Laws and in accordance with, in all material respects, such orders of all Governmental Authorities, except to the extent that such Borrower or such Subsidiary is contesting such order in good faith and by appropriate proceedings and for which adequate reserves have been established to the extent required by GAAP.

(e) At the written request of the Administrative Agent or the Required Lenders, which request shall specify in reasonable detail the basis therefor, at any time and from time to time after the Lenders receive notice under Section 6.01(f) for any Environmental Claim involving potential expenditures by any Borrower or any of its Subsidiaries in excess of $5,000,000 in the aggregate for any Real Property, the Borrower Representative will provide, at its sole cost and expense, an environmental site assessment report concerning any such Real Property now or hereafter owned, leased or operated by such Borrower or any of its Subsidiaries, prepared by an environmental consulting firm reasonably acceptable to the Administrative Agent, indicating the presence or absence of Hazardous Materials and the potential cost of any removal or a remedial action in connection with any Hazardous Materials on such Real Property. If the Borrower Representative fails to provide the same within 90 days after such request was made, the Administrative Agent may order the same, and such Borrower shall grant and hereby grants, to the Administrative Agent and the Lenders and their agents, access to such Real Property and specifically grants the Administrative Agent and the Lenders an irrevocable non-exclusive license, subject to the rights of tenants, to undertake such an assessment, all at the Borrowers' expense.

Section 6.09 Certain Subsidiaries to Join in Subsidiary Guaranty. In the event that at any time after the Closing Date (x) any Borrower creates, holds, acquires or at any time has any Subsidiary (other than non-material Subsidiaries and Foreign Subsidiaries as to which Section 6.10(b) applies) that is not a party to the Subsidiary Guaranty, or (y) an Event of Default shall have occurred and be continuing and any Borrower has any Subsidiary that is not a party to the Subsidiary Guaranty, such Borrower will

immediately, but in any event within 5 Business Days, notify the Administrative Agent in writing of such event, identifying the Subsidiary in question and referring specifically to the rights of the Administrative Agent and the Lenders under this Section. The Borrower will, within 15 days following request therefor from the Administrative Agent (who may give such request on its own initiative or upon request by the Required Lenders), cause such Subsidiary to deliver to the Administrative Agent, in sufficient quantities for the Lenders, (i) a joinder supplement, reasonably satisfactory in form and substance to the Administrative Agent, duly executed by such Subsidiary, pursuant to which such Subsidiary joins in the Subsidiary Guaranty as a guarantor thereunder, and (ii) if such Subsidiary is a corporation, resolutions of the Board of Directors of such Subsidiary, certified by the Secretary or an Assistant Secretary of such Subsidiary as duly adopted and in full force and effect, authorizing the execution and delivery of such joinder supplement, or if such Subsidiary is not a corporation, such other evidence of the authority of such Subsidiary to execute such joinder supplement as the Administrative Agent may reasonably request. If any Subsidiary is required to provide any Additional Security Document or join in any existing Security Document, whether pursuant to Section 6.10(b) or otherwise, such Subsidiary shall also be subject to the requirements of this Section 6.09.

Section 6.10 Additional Security; Further Assurances.

(a) Additional Security. Subject to subpart (b) below, if the Borrowers or any Subsidiary Guarantor acquires, owns or holds any personal property that is not at the time included in the Collateral, the Borrower Representative will promptly notify the Administrative Agent in writing of such event, identifying the property or interests in question and referring specifically to the rights of the Administrative Agent and the Lenders under this Section, and the Borrower Representative will, or will cause such Subsidiary to, within 10 Business Days following request by the Administrative Agent, grant to the Administrative Agent for the benefit of the Lenders a Lien on such personal property pursuant to the terms of such security agreements, assignments or other documents as the Administrative Agent deems appropriate (collectively, the "Additional Security Document") or a joinder in any existing Security Document. Furthermore, the Borrower Representative shall cause to be delivered to the Administrative Agent such opinions of local counsel, corporate resolutions and other related documents as may be reasonably requested by the Administrative Agent in connection with the execution, delivery and recording of any such Additional Security Document or joinder, all of which documents shall be in form and substance reasonably satisfactory to the Administrative Agent. Notwithstanding the foregoing, no Borrower or Subsidiary Guarantor shall be required to deliver stock certificates (or the equivalent) or stock powers (or the equivalent).

(b) Foreign and Non-Material Subsidiaries. Notwithstanding anything in subpart (a) above or elsewhere in this Agreement to the contrary, (i) a Domestic Subsidiary shall not be required to become a party to any of the Security Documents so long as (A) the total assets of such Subsidiary shall be less than $10,000,000, and (B) the aggregate of the total assets of all such Subsidiaries with total asset values of less than $10,000,000 that are not Loan Parties shall not exceed $25,000,000, and (ii) no Loan Party shall be required to pledge (or cause to be pledged) more than 65% of the Equity Interests in any first tier Foreign Subsidiary, or any of the Equity Interests in any other Foreign Subsidiary, or to cause a Foreign Subsidiary to join in the Subsidiary Guaranty or to become a party to the Security Agreement or any other Security Document, if (A) to do so would subject such Borrower to liability for additional United States income taxes by virtue of Section 956 of the Code in an amount such Borrower considers material, and (B) such Borrower provides the Administrative Agent with documentation, including computations prepared by such Borrower's internal tax officer, its independent accountants or tax counsel, reasonably acceptable to the Required Lenders, in support thereof.

(c) Further Assurances. The Borrowers will, and will cause each of their respective Subsidiaries to, at the expense of the Borrowers, make, execute, endorse, acknowledge, file and/or deliver

to the Administrative Agent from time to time such conveyances, financing statements, transfer endorsements, powers of attorney, certificates, and other assurances or instruments and take such further steps relating to the Collateral covered by any of the Security Documents as the Administrative Agent may reasonably require. If at any time the Administrative Agent determines, based on applicable law, that all applicable taxes (including, without limitation, mortgage recording taxes or similar charges) were not paid in connection with the recordation of any mortgage or deed of trust, the Borrowers shall promptly pay the same upon demand.

Section 6.11 Most Favored Covenant Status. If any Loan Party at any time after the Closing Date enters into or modifies any Material Indebtedness Agreement such that such Material Indebtedness Agreement includes affirmative or negative covenants (or any events of default or other type of restriction that would have the practical effect of any affirmative or negative business or financial covenant, including, without limitation, any "put" or mandatory prepayment of such Indebtedness upon the occurrence of a "change of control") that are applicable to any Loan Party, other than those set forth herein or in any of the other Loan Documents, the Borrower Representative shall promptly so notify the Administrative Agent and the Lenders and, if the Administrative Agent shall so request by written notice to the Borrower Representative (after a determination has been made by the Required Lenders that such Material Indebtedness Agreement contains any such provisions that either individually or in the aggregate are more favorable to the holders of such Indebtedness than any of the provisions set forth herein), the Borrowers, the Administrative Agent and the Lenders shall promptly amend this Agreement to incorporate some or all of such provisions, in the discretion of the Administrative Agent and the Required Lenders, into this Agreement and, to the extent necessary and reasonably desirable to the Administrative Agent and the Required Lenders, into any of the other Loan Documents, all at the election of the Administrative Agent and the Required Lenders.

Section 6.12 Fiscal Years, Fiscal Quarters No Borrower shall change its or any of its Subsidiaries' fiscal years or fiscal quarters (other than the fiscal year or fiscal quarters of a Person that becomes a Subsidiary, made at the time such Person becomes a Subsidiary to conform to such Borrower's fiscal year and fiscal quarters).

Section 6.13 Senior Debt. The Obligations shall, and the Borrowers shall take all necessary action to ensure that the Obligations shall, at all times rank at least *pari passu* in right of payment (to the fullest extent permitted by law) with all other senior Secured Indebtedness of the Borrowers and each Subsidiary Guarantor.

ARTICLE VII.

NEGATIVE COVENANTS

The Borrowers hereby covenant and agree that on the Closing Date and thereafter for so long as this Agreement is in effect and until such time as the Commitments have been terminated, no Notes remain outstanding and the Loans, together with interest, Fees and all other Obligations incurred hereunder and under the other Loan Documents, have been paid in full:

Section 7.01 Changes in Business. Neither the Borrowers nor any of their Subsidiaries will engage in any business if, as a result, the general nature of the business, taken on a consolidated basis, which would then be engaged in by the Borrowers and their Subsidiaries, would be substantially changed from the general nature of the business engaged in by the Borrowers and their Subsidiaries on the Closing Date.

Section 7.02 Consolidation, Merger, Acquisitions, Asset Sales, etc. The Borrowers will not, and will not permit any Subsidiary to, (1) wind up, liquidate or dissolve its affairs, (2) enter into any transaction of merger or consolidation, (3) make or otherwise effect any Acquisition, (4) sell or otherwise dispose of any of its property or assets outside the ordinary course of business, or otherwise make or otherwise effect any Asset Sale, or (5) agree to do any of the foregoing at any future time, except that the following shall be permitted:

(a) Certain Intercompany Mergers. If no Default or Event of Default shall have occurred and be continuing or would result therefrom: (i) the merger, consolidation or amalgamation of any Domestic Subsidiary with or into a Borrower, *provided* such Borrower is the surviving or continuing or resulting corporation; (ii) the merger, consolidation or amalgamation of any Domestic Subsidiary of any Borrower with or into any Subsidiary Guarantor, provided that the surviving or continuing or resulting corporation is a Subsidiary Guarantor; (iii) the merger, consolidation or amalgamation of any Foreign Subsidiary with or into any other Foreign Subsidiary; (iv) any Asset Sale by any Loan Party to any other Loan Party; (v) any Asset Sale by any Foreign Subsidiary to any Loan Party; or (vi) any Asset Sale by any Foreign Subsidiary to any other Foreign Subsidiary;

(b) Acquisitions. The Borrowers or any Subsidiary may make (i) the Florence Acquisition and (ii) any other Acquisition that is a Permitted Acquisition, *provided that* all of the conditions contained in the definition of the term Permitted Acquisition are satisfied; and

(c) Permitted Dispositions. If no Default or Event of Default shall have occurred and be continuing or would result therefrom, and no Material Adverse Effect has occurred or will result therefrom, the Borrowers or any of their Subsidiaries may consummate any Asset Sale, *provided that*: (i) the consideration for each such Asset Sale represents fair value and at least 80% of such consideration consists of cash; (ii) the cumulative aggregate value of the assets sold or transferred does not exceed 5% of the Borrowers' Consolidated Net Worth for all such transactions completed during any fiscal year, (iii) in the case of any such transaction involving a sale of assets having a value in excess of $10,000,000, at least five Business Days prior to the date of completion of such transaction the applicable Borrower shall have delivered to the Administrative Agent an officer's certificate executed on behalf of such Borrower by an Authorized Officer, which certificate shall contain (x) a description of the proposed transaction, and (y) a certification that no Default, Event of Default or Material Adverse Effect has occurred and is continuing, or would result from consummation of such transaction, and (iv) the proceeds of such Asset Sale are, to the extent required pursuant to Section 2.13(c)(v), applied as a prepayment of the Loans.

Section 7.03 Liens. The Borrowers will not, and will not permit any of their respective Subsidiaries to, create, incur, assume or suffer to exist any Lien upon or with respect to any property or assets of any kind (real or personal, tangible or intangible) of any of the Borrowers or any such Subsidiary whether now owned or hereafter acquired, or sell any such property or assets subject to an understanding or agreement, contingent or otherwise, to repurchase such property or assets (including sales of accounts receivable or notes with or without recourse to a Borrower or any of its Subsidiaries, other than for purposes of collection of delinquent accounts in the ordinary course of business) or assign any right to receive income, or file or permit the filing of any financing statement under the UCC or any other similar notice of Lien under any similar recording or notice statute, except that the foregoing restrictions shall not apply to:

(a) Standard Permitted Liens: Standard Permitted Liens;

(b) Existing Liens, etc.: Liens (i) in existence on the Closing Date that are listed on Schedule 7.03, or (ii) arising out of the refinancing, extension, renewal or refunding of any Indebtedness secured by

any such Liens, *provided that* the principal amount of the Indebtedness secured by such Liens is not increased and such Indebtedness is not secured by any additional assets;

(c) Purchase Money Liens: Capital Leases, Synthetic Leases and Liens (i) that are placed upon fixed or capital assets, acquired, constructed or improved by any Borrower or any Subsidiary, provided that (A) the maximum principal amount of Indebtedness secured thereby does not exceed $35,000,000 in the aggregate at any one time (using Capitalized Lease Obligations in lieu of principal amount, in the case of any Capital Leases, and using the present value, based on the implicit interest rate, in lieu of principal amount, in the case of any Synthetic Lease), (B) such Liens and the Indebtedness secured thereby are incurred prior to or within 120 days after such acquisition or the completion of such construction or improvement, (C) the Indebtedness secured thereby does not exceed the cost of acquiring, constructing or improving such fixed or capital assets; and (D) such Liens shall not apply to any other property or assets of any Borrower or any Subsidiary; or (ii) arising out of the refinancing, extension, renewal or refunding of any Indebtedness secured by any such Liens, provided that the principal amount of such Indebtedness is not increased and such Indebtedness is not secured by any additional assets; and

(d) Liens For Permitted Secured Indebtedness: Liens securing the indebtedness described in Section 7.04(b) below.

Section 7.04 Indebtedness. The Borrowers will not, and will not permit any of their respective Subsidiaries to, contract, create, incur, assume or suffer to exist any Indebtedness of the Borrowers or any of their Subsidiaries, *except*:

(a) Loan Documents: Indebtedness incurred under this Agreement and the other Loan Documents;

(b) Existing Indebtedness: Indebtedness listed on Schedule 7.04 hereto and existing on the Closing Date, and any refinancing, extension, renewal or refunding of any such Indebtedness not involving an increase in the principal amount thereof;

(c) Purchase Money Debt and Capital Lease Obligations: Capital Lease Obligations, Synthetic Leases and other Indebtedness secured by Liens permitted pursuant to Section 7.03(c);

(d) Hedge Agreements: Indebtedness of the Borrowers and their Subsidiaries under Hedge Agreements, *provided* such Hedge Agreements have been entered into in the ordinary course of business and not for speculative purposes;

(e) Guaranty Obligations: Indebtedness constituting Guaranty Obligations permitted by Section 7.05;

(f) Subordinated Indenture: the unsecured Indebtedness of GII in connection with the notes (including any replacement or exchange notes) issued pursuant to the Subordinated Indenture, so long as (i) all of such Indebtedness shall be Subordinated at all times, and (ii) the aggregate principal amount of such Indebtedness shall not exceed $354,000,000 at any time;

(g) Other Unsecured Debt: other unsecured Indebtedness to the extent not permitted by any of the foregoing clauses, *provided that* at the time of any incurrence thereof after the date hereof, and after giving effect thereto, (i) the Borrowers and their Subsidiaries shall be in compliance with the financial covenants set forth in Section 7.07 both immediately before and after giving *pro forma* effect to the incurrence of such Indebtedness, (ii) no Default or Event of Default shall have occurred and be continuing

or would result therefrom, and (iii) the aggregate principal amount of all such Indebtedness outstanding at any time shall not exceed $50,000,000;

(h) Other Subordinated Indebtedness: (i) other unsecured Indebtedness of the Borrowers to the extent not permitted by any of the foregoing clauses, *provided* that (A) no Default or Event of Default shall then exist or immediately after incurring any of such Indebtedness will exist, (B) all of such Indebtedness shall be Subordinated at all times, (C) the Borrowers and their Subsidiaries shall be in compliance with the financial covenants set forth in Section 7.07 both immediately before and after giving *pro forma* effect to the incurrence of such Indebtedness, and (D) the terms of all such Indebtedness are acceptable to the Administrative Agent and the Required Lenders in their discretion; and (ii) other unsecured Indebtedness of the Borrowers to the extent not permitted by any of the foregoing clauses, including clause (i) of this paragraph (h), *provided* that (A) all of such Indebtedness shall be Subordinated at all times and (B) such Indebtedness is incurred, and owed to a seller, in connection with a Permitted Acquisition;

(i) Foreign Subsidiary Indebtedness: Indebtedness constituting Permitted Foreign Subsidiary Loans and Investments; and

(j) Intercompany Loans: any intercompany loans (i) made by a Borrower or any Subsidiary to any Loan Party or (ii) made by any Foreign Subsidiary of a Borrower to any other Foreign Subsidiary of a Borrower.

Section 7.05 Investments and Guaranty Obligations. The Borrowers will not, and will not permit any of their respective Subsidiaries to, directly or indirectly, (i) make or commit to make any Investment or (ii) be or become obligated under any Guaranty Obligations, *except*:

(a) Investments by any Borrower or any Subsidiary in cash and Cash Equivalents;

(b) any endorsement of a check or other medium of payment for deposit or collection, or any similar transaction in the normal course of business;

(c) the Borrowers and their Subsidiaries may acquire and hold receivables owing to them in the ordinary course of business and payable or dischargeable in accordance with customary trade terms;

(d) Investments acquired by the Borrowers or any of their Subsidiaries (i) in exchange for any other Investment held by any such Borrower or any such Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the issuer of such other Investment, or (ii) as a result of a foreclosure by a Borrower or any of its Subsidiaries with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(e) loans and advances to employees for business-related travel expenses, moving expenses, costs of replacement homes, business machines or supplies, automobiles and other similar expenses, in each case incurred in the ordinary course of business in an aggregate amount not to exceed $2,500,000 at any time outstanding;

(f) to the extent not permitted by the foregoing clauses, Investments existing as of the Closing Date and described on Schedule 7.05 hereto;

(g) any Guaranty Obligations in favor of the Lenders and any other benefited creditors under any Designated Hedge Agreements pursuant to the Loan Documents;

(h) Investments of the Borrowers and their Subsidiaries in Hedge Agreements;

(i) Investments (i) of any Borrower or any of their Subsidiaries in any Subsidiary existing as of the Closing Date, (ii) of any Borrower in any Loan Party made after the Closing Date, (iii) of any Loan Party in any other Loan Party made after the Closing Date, or (iv) constituting Permitted Foreign Subsidiary Loans and Investments;

(j) Investments of any Foreign Subsidiary in any other Subsidiary of any Borrower;

(k) intercompany loans and advances permitted by Section 7.04(j);

(l) the Acquisitions permitted by Section 7.02;

(m) any Guaranty Obligation incurred by any Loan Party with respect to Indebtedness of another Loan Party which Indebtedness is permitted by Section 7.04;

(n) Investments in joint ventures made on or after the Closing Date in an aggregate amount not to exceed $25,000,000 in any of the Borrowers' fiscal years; and

(o) notes held by a Borrower or a Subsidiary evidencing a portion of the purchase price of an asset disposed of pursuant to Section 7.02(c).

Section 7.06 Restricted Payments. The Borrowers will not, and will not permit any of their respective Subsidiaries to, declare or make, or agree to pay or make, directly or indirectly, any Restricted Payment, *except*:

(a) the Borrower or any of its Subsidiaries may declare and pay or make Capital Distributions that are payable solely in additional shares of its common stock (or warrants, options or other rights to acquire additional shares of its common stock);

(b) (i) GSNY may declare and pay or make Restricted Payments to GII, (ii) any Subsidiary may declare and pay or make Restricted Payments to any Loan Party, and (iii) any Foreign Subsidiary may declare and pay or make Restricted Payments to any other Foreign Subsidiary to any Loan Party;

(c) GII may declare and pay or make Cash Dividends, *provided* that (i) no Default or Event of Default shall have occurred and be continuing or would result therefrom, (ii) the Borrowers will be in compliance with the financial covenants set forth in Section 7.07 after giving *pro forma* effect to each such Cash Dividend, and (iii) the aggregate amount of all Cash Dividends made by GII during any fiscal year shall not exceed $10,000,000;

(d) if no Event of Default shall then exist or immediately thereafter shall begin to exist, the Borrowers may, in addition to the Cash Dividends permitted to be made pursuant to any other clause of this Section, make Capital Distributions not to exceed $35,000,000 in the aggregate since the Closing Date, *provided* that (i) no Default or Event of Default shall have occurred and be continuing or would result therefrom, and (ii) the Borrowers will be in compliance with the financial covenants set forth in Section 7.07 after giving *pro forma* effect to each such Capital Distribution; and

(e) any Borrower may make regularly scheduled payments of interest with respect to any Subordinated Indebtedness (including, in the case of the Subordinated Indenture, any additional interest payable in accordance with the terms of any related registration rights agreement), subject in each case to the terms and conditions (including the subordination terms) of such Subordinated Indebtedness.

Section 7.07 Financial Covenants.

(a) Total Leverage Ratio. The Borrowers will not at any time permit the Total Leverage Ratio to exceed 4.25 to 1.00.

(b) Senior Leverage Ratio. The Borrowers will not at any time permit the Senior Leverage Ratio to exceed 3.25 to 1.00.

(c) Interest Coverage Ratio. Borrowers will not at any time permit the Interest Coverage Ratio to be less than 2.75 to 1.00.

(d) Minimum Consolidated Net Worth. The Borrowers will not permit Consolidated Net Worth to be less than $400,000,000 plus, commencing September 30, 2007, and as of the end of each fiscal quarter thereafter, 50% of Cumulative Net Income (as defined below). Cumulative Net Income shall be determined as of the last day of each of the Borrowers' fiscal quarters and shall be determined based upon the Consolidated Net Income of the Borrowers, on a consolidated basis for the Borrowers and their Subsidiaries as of the last day of each of the Borrowers' fiscal quarters, commencing with the fiscal quarter beginning July 1, 2007 and ending with the last day of the fiscal quarter for which the calculation of Consolidated Net Worth is being made. For purposes of this Section, in no event shall Cumulative Net Income be less than $0.

Section 7.08 Limitation on Certain Restrictive Agreements. The Borrowers will not, and will not permit any of their respective Subsidiaries to, directly or indirectly, enter into, incur or permit to exist or become effective, any "negative pledge" covenant or other agreement, restriction or arrangement that prohibits, restricts or imposes any condition upon (a) the ability of a Borrower or any Subsidiary to create, incur or suffer to exist any Lien upon any of its property or assets as security for Indebtedness, or (b) the ability of any such Subsidiary to make Capital Distributions or any other interest or participation in its profits owned by the Borrowers or any Subsidiary, or pay any Indebtedness owed to the Borrowers or a Subsidiary, or to make loans or advances to the Borrowers or any other Subsidiaries, or transfer any of its property or assets to the Borrowers or any other Subsidiaries, *except* for such restrictions existing under or by reason of (i) applicable law, (ii) this Agreement and the other Loan Documents, (iii) customary provisions restricting subletting or assignment of any lease governing a leasehold interest, (iv) customary provisions restricting assignment of any licensing agreement entered into in the ordinary course of business, (v) customary provisions restricting the transfer or further encumbering of assets subject to Liens permitted under Section 7.03(c), (vi) customary restrictions affecting only a Subsidiary under any agreement or instrument governing any of the Indebtedness of a Subsidiary permitted pursuant to Section 7.04, (vii) restrictions affecting any Foreign Subsidiary under any agreement or instrument governing any Indebtedness of such Foreign Subsidiary permitted pursuant to Section 7.04, and customary restrictions contained in "comfort" letters and guarantees of any such Indebtedness, (viii) any document relating to Indebtedness secured by a Lien permitted by Section 7.03, insofar as the provisions thereof limit grants of junior liens on the assets securing such Indebtedness, (ix) restrictions contained in the Subordinated Indenture relating to any Indebtedness permitted under Section 7.04(f), and (x) any Operating Lease or Capital Lease, insofar as the provisions thereof limit grants of a security interest in, or other assignments of, the related leasehold interest to any other Person.

Section 7.09 Amendments to Material Indebtedness Agreements. The Borrowers shall not, and shall not permit any Subsidiary to, amend, restate, supplement or otherwise modify any Material Indebtedness without the prior written consent of the Administrative Agent if any such amendment, restatement, supplement or other modification would, in the opinion of the Administrative Agent, materially impact the rights or remedies of the Administrative Agent and the Lenders hereunder.

Section 7.10 Transactions with Affiliates. The Borrowers will not, and will not permit any Subsidiary to, enter into any transaction or series of transactions with any Affiliate (other than, in the case of the Borrowers, any Subsidiary, and in the case of a Subsidiary, the Borrowers or another Subsidiary) (each, an "Affiliate Transaction"), *except* agreements and transactions with and payments to officers, directors and shareholders that are either (i) entered into in the ordinary course of business and not prohibited by any of the provisions of this Agreement or that are expressly permitted by the provisions of this Agreement, or (ii) entered into outside the ordinary course of business, approved by the directors or shareholders of the Borrowers, and not prohibited by any of the provisions of this Agreement or in violation of any law, rule or regulation, and *unless* (i) the transaction is entered into in the ordinary course of business and pursuant to the reasonable requirements of such Borrower's or such Subsidiary's business and upon fair and reasonable terms no less favorable to such Borrower or such Subsidiary than would be obtained in a comparable arm's-length transaction with a Person other than an Affiliate, (ii) in the event such Affiliate Transaction involves an aggregate consideration in excess of $5,000,000, the terms of such transaction have been approved by a majority of the members of the Board of Directors of GII and by a majority of the disinterested directors, if any (and such majority or majorities, as the case may be, determines that such transaction satisfies the requirements set forth in clause (i) hereof), and (iii) in the event such Affiliate Transaction involves an aggregate consideration in excess of $10,000,000, GII has received a written opinion from an independent investment banking, accounting or appraisal firm of nationally recognized standing that such Affiliate Transaction is either (x) not materially less favorable than those that might reasonably have been obtained in a comparable transaction at such time on an arm's-length basis from a Person that is not an Affiliate or (b) fair to the Borrowers or such Subsidiary, as the case may be, from a financial point of view.

Section 7.11 Plan Terminations, Minimum Funding, etc. The Borrowers will not, and will not permit any ERISA Affiliate to terminate any Plan or Plans so as to result in liability of a Borrower or any ERISA Affiliate to the PBGC in excess of, in the aggregate, the amount that is equal to the greater of (i) (x) $5,000,000, or (y) 5% of the Borrowers' Consolidated Net Worth as of the date of the then most recent financial statements furnished to the Lenders pursuant to the provisions of this Agreement, (ii) permit to exist one or more events or conditions that reasonably present a material risk of the termination by the PBGC of any Plan or Plans with respect to which the Borrowers or any ERISA Affiliate would, in the event of such termination, incur liability to the PBGC in excess of such amount in the aggregate, or (iii) fail to comply with the minimum funding standards of ERISA and the Code with respect to any Plan.

Section 7.12 Prepayments and Refinancings of Other Debt, etc. After the Closing Date, the Borrowers will not, and will not permit any of their Subsidiaries to, make (or give any notice in respect thereof) any voluntary or optional payment or prepayment or redemption or acquisition for value of (including, without limitation, by way of depositing with the trustee with respect thereto money or securities before due for the purpose of paying when due) or exchange of, or refinance or refund, any Indebtedness of any Borrower or its Subsidiaries that has an outstanding principal balance (or Capitalized Lease Obligation, in the case of a Capital Lease, or present value, based on the implicit interest rate, in the case of a Synthetic Lease) greater than $5,000,000 (other than the Obligations and intercompany loans and advances among a Borrower and its Subsidiaries); *provided that* a Borrower or any Subsidiary may refinance or refund any such Indebtedness if the aggregate principal amount thereof (or Capitalized Lease Obligation, in the case of a Capital Lease, or present value, based on the implicit interest rate, in the case of a Synthetic Lease) is not increased.

Section 7.13 Anti-Terrorism Laws. Neither the Borrowers nor any of their Subsidiaries shall be subject to or in violation of any law, regulation, or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list, Executive Order No. 13224 or the USA Patriot Act) that prohibits or limits the conduct of business with or the receiving of funds, goods or services to or for the benefit of certain Persons specified therein or that prohibits or limits any Lender or

LC Issuer from making any advance or extension of credit to the Borrowers or from otherwise conducting business with the Borrower.

ARTICLE VIII.

EVENTS OF DEFAULT

Section 8.01 Events of Default. Any of the following specified events shall constitute an Event of Default (each an "Event of Default"):

(a) Payments: the Borrowers shall (i) default in the payment when due (whether at maturity, on a date fixed for a scheduled repayment, on a date on which a required prepayment is to be made, upon acceleration or otherwise) of any principal of the Loans or any reimbursement obligation in respect of any Unpaid Drawing; or (ii) default, and such default shall continue for five or more Business Days, in the payment when due of any interest on the Loans, any Fees or any other Obligations; or

(b) Representations, etc.: any representation, warranty or statement made by the Borrowers or any other Loan Party herein or in any other Loan Document or in any statement or certificate delivered or required to be delivered pursuant hereto or thereto shall prove to be untrue in any material respect on the date as of which made or deemed made; or

(c) Certain Covenants: the Borrowers shall default in the due performance or observance by it of any term, covenant or agreement contained in Sections 6.01, 6.09, 6.10, 6.11, 6.12 or Article VII of this Agreement; or

(d) Other Covenants: any Loan Party shall default in the due performance or observance by it of any term, covenant or agreement contained in this Agreement or any other Loan Document (other than those referred to in Section 8.01(a) or (b) or (c) above) and such default is not remedied within 30 days after the earlier of (i) an Authorized Officer of any Loan Party obtaining knowledge of such default or (ii) the Borrowers receiving written notice of such default from the Administrative Agent or the Required Lenders (any such notice to be identified as a "notice of default" and to refer specifically to this paragraph); or

(e) Cross Default Under Other Agreements: the Borrowers or any of their Subsidiaries shall (i) default in any payment with respect to any Material Indebtedness (other than the Obligations), and such default shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Material Indebtedness, or (ii) default in the observance or performance of any agreement or condition relating to any such Material Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto (and all grace periods applicable to such observance, performance or condition shall have expired), or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Material Indebtedness (or a trustee or agent on behalf of such holder or holders) to cause any such Material Indebtedness to become due prior to its stated maturity; or any such Material Indebtedness of the Borrowers or any of their Subsidiaries shall be declared to be due and payable, or shall be required to be prepaid (other than by a regularly scheduled required prepayment or redemption, prior to the stated maturity thereof); or (iii) without limitation of the foregoing clauses, default in any payment obligation under a Designated Hedge Agreement, and such default shall continue after the applicable grace period, if any, specified in such Designated Hedge Agreement or any other agreement or instrument relating thereto; or

(f) Subordinated Indenture: if (i) any Event of Default (as defined in the Subordinated Indenture) shall occur under the Subordinated Indenture, (ii) the Obligations shall fail to constitute "Senior Indebtedness" (as defined in the Subordinated Indenture), (iii) if any Indebtedness other than the Obligations is designated as "Designated Senior Indebtedness" (as defined in the Subordinated Indenture) or (iv) any Indebtedness other than the Obligations is classified by GII as Indebtedness incurred pursuant to clause (l) of the second paragraph of Section 3.2 of the Subordinated Indenture; or

(g) Invalidity of Loan Documents or Liens: (i) any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or under such Loan Document or satisfaction in full of all the Obligations, ceases to be in full force and effect; (ii) any Loan Party or any other Person contests in any manner the validity or enforceability of any provision of any Loan Document to which it is a party and which has not been terminated in accordance with its terms; (iii) any Loan Party denies that it has any or further liability or obligation under any Loan Document to which it is a party and which has not been terminated in accordance with its terms, or purports to revoke, terminate or (other than in accordance with its terms) rescind any Loan Document; or (iv) the Administrative Agent shall not have or shall cease to have a valid and perfected Lien in any Collateral purported to be covered by the Security Documents with the priority required by the relevant Security Document, in each case for any reason other than an affirmative act by the Administrative Agent or the failure of the Administrative Agent to take any action within its control; or

(h) Judgments: (i) one or more judgments, orders or decrees shall be entered against any Borrower and/or any of its Subsidiaries involving a liability (other than a liability covered by insurance, as to which the carrier has adequate claims paying ability and has not effectively reserved its rights) of $25,000,000 or more in the aggregate for all such judgments, orders and decrees for the Borrowers and their Subsidiaries, and any such judgments or orders or decrees shall not have been vacated, discharged or stayed or bonded pending appeal within 30 days (or such longer period, not in excess of 60 days, during which enforcement thereof, and the filing of any judgment lien, is effectively stayed or prohibited) from the entry thereof; or (ii) one or more judgments, orders or decrees shall be entered against any Borrower and/or any of its Subsidiaries involving a required divestiture of any material properties, assets or business reasonably estimated to have a fair value in excess of $10,000,000, and any such judgments, orders or decrees shall not have been vacated, discharged or stayed or bonded pending appeal within 30 days (or such longer period, not in excess of 60 days, during which enforcement thereof, and the filing of any judgment lien, is effectively stayed or prohibited) from the entry thereof; or

(i) Insolvency Event: any Insolvency Event shall occur with respect to any Borrower or any Subsidiary; or

(j) ERISA: (i) any of the events described in clauses (i) through (viii) of Section 6.01(e) shall have occurred; and (ii) there shall result from any such event or events the imposition of a Lien, the granting of a security interest, or a liability or a material risk of incurring a liability; or

(k) Change of Control: if there occurs a Change of Control.

Section 8.02 Remedies. Upon the occurrence of any Event of Default, and at any time thereafter, if any Event of Default shall then be continuing, the Administrative Agent shall, upon the written request of the Required Lenders, by written notice to the Borrower Representative, take any or all of the following actions, without prejudice to the rights of the Administrative Agent or any Lender to enforce its claims against any Borrower or any other Loan Party in any manner permitted under applicable law:

(a) declare the Commitments terminated, whereupon the Commitment of each Lender shall forthwith terminate immediately without any other notice of any kind;

(b) declare the principal of and any accrued interest in respect of all Loans, all Unpaid Drawings and all other Obligations (other than any Obligations under any Designated Hedge Agreement) owing hereunder and thereunder to be, whereupon the same shall become, forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower;

(c) terminate any Letter of Credit that may be terminated in accordance with its terms; or

(d) direct the Borrowers to pay (and the Borrowers hereby agree that on receipt of such notice or upon the occurrence of an Event of Default with respect to the Borrowers under Section 8.01(i), it will pay) to the Administrative Agent an amount of cash equal to the aggregate Stated Amount of all Letters of Credit then outstanding (such amount to be held as security for the Borrowers' and any other LC Obligor that is an account party) reimbursement obligations in respect thereof); and/or

(e) exercise any other right or remedy available under any of the Loan Documents or applicable law;

provided that, if an Event of Default specified in Section 8.01(h) shall occur, the result that would occur upon the giving of written notice by the Administrative Agent as specified in clauses (a) and/or (b) above shall occur automatically without the giving of any such notice.

Section 8.03 Application of Certain Payments and Proceeds. All payments and other amounts received by the Administrative Agent or any Lender through the exercise of remedies hereunder or under the other Loan Documents shall, unless otherwise required by the terms of the other Loan Documents or by applicable law, be applied as follows:

(i) *first*, to the payment of all expenses (to the extent not otherwise paid by the Borrowers or any of the other Loan Parties) incurred by the Administrative Agent and the Lenders in connection with the exercise of such remedies, including, without limitation, all reasonable costs and expenses of collection, reasonable documented attorneys' fees, court costs and any foreclosure expenses;

(ii) *second*, to the payment *pro rata* of interest then accrued on the outstanding Loans;

(iii) *third*, to the payment *pro rata* of any fees then accrued and payable to the Administrative Agent, any LC Issuer or any Lender under this Agreement in respect of the Loans or the LC Outstandings;

(iv) *fourth*, to the payment *pro rata* of (A) the principal balance then owing on the outstanding Loans, (B) the amounts then due under Designated Hedge Agreements to creditors of the Borrowers or any Subsidiary, subject to confirmation by the Administrative Agent of any calculations of termination or other payment amounts being made in accordance with normal industry practice, and (C) the Stated Amount of the LC Outstandings (to be held and applied by the Administrative Agent as security for the reimbursement obligations in respect thereof);

(v) *fifth*, to the payment to the Lenders of any amounts then accrued and unpaid under Sections 3.01, 3.02, 3.03 and 3.04 hereof, and if such proceeds are insufficient to pay such amounts in full, to the payment of such amounts *pro rata*;

(vi) *sixth*, to the payment *pro rata* of all other amounts owed by the Borrower to the Administrative Agent, to any LC Issuer or any Lender under this Agreement or any other Loan Document, and to any counterparties under Designated Hedge Agreements of the Borrowers and their Subsidiaries, and if such proceeds are insufficient to pay such amounts in full, to the payment of such amounts *pro rata*; and

(vii) *finally*, any remaining surplus after all of the Obligations have been paid in full, to the Borrowers or to whomsoever shall be lawfully entitled thereto.

ARTICLE IX.

THE ADMINISTRATIVE AGENT

Section 9.01 Appointment. Each Lender hereby irrevocably designates and appoints KeyBank National Association as Administrative Agent to act as specified herein and in the other Loan Documents, and each such Lender hereby irrevocably authorizes KeyBank National Association as the Administrative Agent for such Lender, to take such action on its behalf under the provisions of this Agreement and the other Loan Documents and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement and the other Loan Documents, together with such other powers as are reasonably incidental thereto. The Administrative Agent agrees to act as such upon the express conditions contained in this Article. Notwithstanding any provision to the contrary elsewhere in this Agreement, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein or in the other Loan Documents, nor any fiduciary relationship with any Lender or LC Issuer, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against the Administrative Agent. The provisions of this Article are solely for the benefit of the Administrative Agent and the Lenders, and no Loan Party shall have any rights as a third-party beneficiary of any of the provisions hereof. In performing its functions and duties under this Agreement, the Administrative Agent shall act solely as agent of the Lenders and does not assume and shall not be deemed to have assumed any obligation or relationship of agency or trust with or for the Borrowers or any of their Subsidiaries.

Section 9.02 Delegation of Duties. The Administrative Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, sub-agents or attorneys-in-fact, and shall be entitled to advice of counsel concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents, sub-agents or attorneys-in-fact selected by it with reasonable care except to the extent otherwise required by Section 9.03. Each L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith. Each L/C Issuer shall have all of the benefits and immunities (i) provided to the Administrative Agent in this Article IX with respect to any acts taken or omissions suffered by such L/C Issuer in connection with Letters of Credit issued or proposed to be issued by it and the applications pertaining to such Letters of Credit as fully as if the term "Administrative Agent," as used in this Article IX, included the L/C Issuer with respect to such acts or omissions and (ii) as additionally provided in this Agreement with respect to such L/C Issuer.

Section 9.03 Exculpatory Provisions. Neither the Administrative Agent nor any of its Related Parties shall be (a) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement or any other Loan Document (except for its or such Related

Parties' own gross negligence or willful misconduct) or (b) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by the Borrowers or any of their Subsidiaries or any of their respective officers contained in this Agreement, any other Loan Document or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document or for any failure of the Borrowers or any Subsidiary or any of their respective officers to perform its obligations hereunder or thereunder. The Administrative Agent shall not be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of the Borrowers or any Subsidiary. The Administrative Agent shall not be responsible to any Lender for the effectiveness, genuineness, validity, enforceability, collectibility or sufficiency of this Agreement or any Loan Document or for any representations, warranties, recitals or statements made herein or therein or made in any written or oral statement or in any financial or other statements, instruments, reports, certificates or any other documents in connection herewith or therewith furnished or made by the Administrative Agent to the Lenders or by or on behalf of the Borrowers or any of their Subsidiaries to the Administrative Agent or any Lender or be required to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained herein or therein or as to the use of the proceeds of the Loans or of the existence or possible existence of any Default or Event of Default.

Section 9.04 Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any note, writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, e-mail or other electronic transmission, facsimile transmission, telex or teletype message, statement, order or other document or conversation believed by it, in good faith, to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including, without limitation, counsel to the Borrowers or any of their Subsidiaries), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense that may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement and the other Loan Documents in accordance with a request of the Required Lenders or all of the Lenders, as applicable, as to any matter that, pursuant to Section 11.12, can only be effectuated with the consent of all Required Lenders, or all applicable Lenders, as the case may be), and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders.

Section 9.05 Notice of Default. The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default hereunder unless the Administrative Agent has received notice from a Lender or the Borrowers referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default." If the Administrative Agent receives such a notice, the Administrative Agent shall give prompt notice thereof to the Lenders. The Administrative Agent shall take such action with respect to such Default or Event of Default as shall be reasonably directed by the Required Lenders; *provided, however,* that unless and until the Administrative Agent shall have received such directions, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable in the best interests of the Lenders.

Section 9.06 Non-Reliance. Each Lender expressly acknowledges that neither the Administrative Agent nor any of its Related Parties has made any representations or warranties to it and

that no act by the Administrative Agent hereinafter taken, including, without limitation, any review of the affairs of the Borrowers or any of their Subsidiaries, shall be deemed to constitute any representation or warranty by the Administrative Agent to any Lender. Each Lender represents to the Administrative Agent that 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 appraisal of and investigation into the business, assets, operations, property, financial and other conditions, prospects and creditworthiness of the Borrowers and their Subsidiaries and made its own decision to make its Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon the Administrative Agent, 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 analysis, appraisals and decisions in taking or not taking action under this Agreement, and to make such investigation as it deems necessary to inform itself as to the business, assets, operations, property, financial and other conditions, prospects and creditworthiness of the Borrowers and their Subsidiaries. The Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, assets, property, financial and other conditions, prospects or creditworthiness of the Borrowers or any of their Subsidiaries that may come into the possession of the Administrative Agent or any of its Related Parties.

Section 9.07 No Reliance on Administrative Agent's Customer Identification Program. Each Lender acknowledges and agrees that neither such Lender, nor any of its Affiliates, participants or assignees, may rely on the Administrative Agent to carry out such Lender's, Affiliate's, participant's or assignee's customer identification program, or other obligations required or imposed under or pursuant to the USA Patriot Act or the regulations thereunder, including the regulations contained in 31 CFR 103.121 (as hereafter amended or replaced, the "CIP Regulations"), or any other Anti-Terrorism Law, including any programs involving any of the following items relating to or in connection with the Borrowers or any of their Subsidiaries, any of their respective Affiliates or agents, the Loan Documents or the transactions hereunder: (a) any identity verification procedures, (b) any record keeping, (c) any comparisons with government lists, (d) any customer notices or (e) any other procedures required under the CIP Regulations or such other laws.

Section 9.08 USA Patriot Act. Each Lender or assignee or participant of a Lender that is not organized under the laws of the United States of America or a state thereof (and is not excepted from the certification requirement contained in Section 313 of the USA Patriot Act and the applicable regulations because it is both (a) an affiliate of a depository institution or foreign bank that maintains a physical presence in the United States or foreign country, and (b) subject to supervision by a banking authority regulating such affiliated depository institution or foreign bank) shall deliver to the Administrative Agent the certification, or, if applicable, recertification, certifying that such Lender is not a "shell" and certifying to other matters as required by Section 313 of the USA Patriot Act and the applicable regulations: (i) within 10 days after the Closing Date, and (ii) at such other times as are required under the USA Patriot Act.

Section 9.09 Indemnification. The Lenders agree to indemnify the Administrative Agent and its Related Parties, ratably according to their *pro rata* share of the Aggregate Credit Facility Exposure (excluding Swing Loans), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, reasonable expenses or disbursements of any kind whatsoever that may at any time (including, without limitation, at any time following the payment of the Obligations) be imposed on, incurred by or asserted against the Administrative Agent or such Related Parties in any way relating to or arising out of this Agreement or any other Loan Document, or any documents contemplated by or referred to herein or the transactions contemplated hereby or any action taken or omitted to be taken by the Administrative Agent or such Related Parties under or in connection with any of the foregoing, but only to the extent that any of the foregoing is not paid by the Borrower; *provided, however,* that no

Lender shall be liable to the Administrative Agent or any of its Related Parties for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements to the extent resulting solely from the Administrative Agent's or such Related Parties' gross negligence or willful misconduct. If any indemnity furnished to the Administrative Agent or any such Related Parties for any purpose shall, in the opinion of the Administrative Agent, be insufficient or become impaired, the Administrative Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against until such additional indemnity is furnished. The agreements in this Section shall survive the payment of all Obligations.

Section 9.10 The Administrative Agent in Individual Capacity. The Administrative Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Borrowers, their respective Subsidiaries and their respective Affiliates as though not acting as Administrative Agent hereunder. With respect to the Loans made by it and all Obligations owing to it, the Administrative Agent shall have the same rights and powers under this Agreement as any Lender and may exercise the same as though it were not the Administrative Agent, and the terms "Lender" and "Lenders" shall include the Administrative Agent in its individual capacity.

Section 9.11 Successor Administrative Agent. The Administrative Agent may resign at any time upon not less than 30 days notice to the Lenders, each LC Issuer and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower Representative, to appoint a successor. If no such successor shall have been so appointed by the Required 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 each LC Issuer, appoint a successor Administrative Agent; *provided, however,* that if the Administrative Agent shall notify the Borrower Representative and the Lenders that no such successor is willing to accept such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (i) 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 any LC 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 (ii) 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 LC Issuer directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this paragraph. 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 paragraph). The fees payable by the Borrowers to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrowers and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 11.02 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.

Section 9.12 Other Agents. Any Lender identified herein as a Co-Agent, Syndication Agent, Documentation Agent, Managing Agent, Manager, Lead Arranger, Arranger or any other corresponding title, other than "Administrative Agent," shall have no right, power, obligation, liability, responsibility or duty under this Agreement or any other Loan Document except those applicable to all Lenders as such. Each Lender acknowledges that it has not relied, and will not rely, on any Lender so identified in deciding to enter into this Agreement or in taking or not taking any action hereunder.

ARTICLE X.

GUARANTY

Section 10.01 Guaranty by the Borrowers. The Borrowers hereby unconditionally guarantee, for the benefit of the Benefited Creditors, all of the following (collectively, the "Borrower Guaranteed Obligations"): (a) all reimbursement obligations and Unpaid Drawings with respect to Letters of Credit issued for the benefit of any LC Obligor (other than the Borrowers) under this Agreement, and (b) all amounts, indemnities and reimbursement obligations, direct or indirect, contingent or absolute, of every type or description, and at any time existing owing by any Subsidiary under any Designated Hedge Agreement or any other document or agreement executed and delivered in connection therewith to any Designated Hedge Creditor, in all cases under subparts (a) or (b) above, whether now existing, or hereafter incurred or arising, including any such interest or other amounts incurred or arising during the pendency of any bankruptcy, insolvency, reorganization, receivership or similar proceeding, regardless of whether allowed or allowable in such proceeding or subject to an automatic stay under Section 362(a) of the Bankruptcy Code). Upon failure by any Loan Party to pay punctually any of the Borrower Guaranteed Obligations, the Borrowers shall forthwith on demand by the Administrative Agent pay the amount not so paid at the place and in the currency and otherwise in the manner specified in this Agreement or any other applicable agreement or instrument.

Section 10.02 Additional Undertaking. As a separate, additional and continuing obligation, the Borrowers unconditionally and irrevocably undertake and agree, for the benefit of the Benefited Creditors that, should any Borrower Guaranteed Obligations not be recoverable from any Borrower under Section 10.01 for any reason whatsoever (including, without limitation, by reason of any provision of any Loan Document or any other agreement or instrument executed in connection therewith being or becoming void, unenforceable, or otherwise invalid under any applicable law) then, notwithstanding any notice or knowledge thereof by any Lender, the Administrative Agent, any of their respective Affiliates, or any other Person, at any time, the Borrowers as sole, original and independent obligors, upon demand by the Administrative Agent, will make payment to the Administrative Agent, for the account of the Benefited Creditors, of all such obligations not so recoverable by way of full indemnity, in such currency and otherwise in such manner as is provided in the Loan Documents or any other applicable agreement or instrument.

Section 10.03 Guaranty Unconditional. The obligations of the Borrowers under this Article shall be unconditional and absolute and, without limiting the generality of the foregoing shall not be released, discharged or otherwise affected by the occurrence, one or more times, of any of the following:

(a) any extension, renewal, settlement, compromise, waiver or release in respect to the Borrower Guaranteed Obligations under any agreement or instrument, by operation of law or otherwise;

(b) any modification or amendment of or supplement to this Agreement, any Note, any other Loan Document, or any agreement or instrument evidencing or relating to any Borrower Guaranteed Obligation;

(c) any release, non-perfection or invalidity of any direct or indirect security for the Borrower Guaranteed Obligations under any agreement or instrument evidencing or relating to any Borrower Guaranteed Obligations;

(d) any change in the corporate existence, structure or ownership of any Loan Party or other Subsidiary or any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Loan Party or other Subsidiary or its assets or any resulting release or discharge of any obligation of any Loan

Party or other Subsidiary contained in any agreement or instrument evidencing or relating to any of the Borrower Guaranteed Obligations;

(e) the existence of any claim, set-off or other rights which the Borrowers may have at any time against any other Loan Party, the Administrative Agent, any Lender, any Affiliate of any Lender or any other Person, whether in connection herewith or any unrelated transactions;

(f) any invalidity or unenforceability relating to or against any other Loan Party for any reason of any agreement or instrument evidencing or relating to any of the Borrower Guaranteed Obligations, or any provision of applicable law or regulation purporting to prohibit the payment by any Loan Party of any of the Borrower Guaranteed Obligations; or

(g) any other act or omission of any kind by any other Loan Party, the Administrative Agent, any Lender or any other Person or any other circumstance whatsoever which might, but for the provisions of this Article, constitute a legal or equitable discharge of the Borrowers' obligations under this Section other than the irrevocable payment in full of all Borrower Guaranteed Obligations.

Section 10.04 Borrowers' Obligations to Remain in Effect; Restoration. The Borrowers' obligations under this Article shall remain in full force and effect until the Commitments shall have terminated, and the principal of and interest on the Notes and other Borrower Guaranteed Obligations, and all other amounts payable by the Borrowers, any other Loan Party or other Subsidiary, under the Loan Documents or any other agreement or instrument evidencing or relating to any of the Borrower Guaranteed Obligations, shall have been paid in full. If at any time any payment of any of the Borrower Guaranteed Obligations is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of such Loan Party, the Borrowers' obligations under this Article with respect to such payment shall be reinstated at such time as though such payment had been due but not made at such time.

Section 10.05 Waiver of Acceptance, etc. The Borrowers irrevocably waive acceptance hereof, presentment, demand, protest and any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any other Loan Party or any other Person, or against any collateral or guaranty of any other Person.

Section 10.06 Subrogation. Until the indefeasible payment in full of all of the Obligations and the termination of the Commitments hereunder, the Borrowers shall have no rights, by operation of law or otherwise, upon making any payment under this Section to be subrogated to the rights of the payee against any other Loan Party with respect to such payment or otherwise to be reimbursed, indemnified or exonerated by any such Loan Party in respect thereof.

Section 10.07 Effect of Stay. In the event that acceleration of the time for payment of any amount payable by any Loan Party under any of the Borrower Guaranteed Obligations is stayed upon insolvency, bankruptcy or reorganization of such Loan Party, all such amounts otherwise subject to acceleration under the terms of any applicable agreement or instrument evidencing or relating to any of the Borrower Guaranteed Obligations shall nonetheless be payable by the Borrowers under this Article forthwith on demand by the Administrative Agent.

ARTICLE XI.

MISCELLANEOUS

Section 11.01 Payment of Expenses etc. The Borrowers agree to pay (or reimburse the Administrative Agent, the Lenders or their Affiliates, as the case may be) all of the following: (i) whether or not the transactions contemplated hereby are consummated, for all reasonable out-of-pocket costs and expenses of the Administrative Agent (including, but not limited to, reasonable costs of external legal counsel) in connection with the negotiation, preparation, syndication, administration and execution and delivery of the Loan Documents and the documents and instruments referred to therein and the syndication of the Commitments; (ii) all reasonable out-of-pocket costs and expenses of the Administrative Agent (including, but not limited to, reasonable costs of external legal counsel) in connection with any amendment, waiver or consent relating to any of the Loan Documents that are requested by any Loan Party; (iii) all reasonable out-of-pocket costs and expenses of the Administrative Agent, each LC Issuer, the Lenders and their Affiliates in connection with the enforcement of any of the Loan Documents or the other documents and instruments referred to therein, including, without limitation, the reasonable fees and disbursements of any individual counsel to the Administrative Agent and any Lender (including, without limitation, allocated costs of internal counsel); (iv) any and all present and future stamp and other similar taxes with respect to the foregoing matters and save the Administrative Agent, each LC Issuer and each of the Lenders harmless from and against any and all liabilities with respect to or resulting from any delay or omission (other than to the extent attributable to any such indemnified Person) to pay such taxes.

Section 11.02 Indemnification. The Borrowers agree to indemnify the Administrative Agent, Lead Arranger, each LC Issuer, each Lender, and their respective Related Parties (collectively, the "Indemnitees") from and hold each of them harmless against any and all losses, liabilities, claims, damages or expenses reasonably incurred by any of them as a result of, or arising out of, or in any way related to, or by reason of (i) any investigation, litigation or other proceeding (whether or not any Lender or other Indemnitee is a party thereto) related to the entering into and/or performance of any Loan Document or the use of the proceeds of any Loans hereunder or the consummation of any transactions contemplated in any Loan Document, other than any such investigation, litigation or proceeding arising out of transactions solely between any of the Lenders or the Administrative Agent, transactions solely involving the assignment by a Lender of all or a portion of its Loans and Commitments, or the granting of participations therein, as provided in this Agreement, or arising solely out of any examination of a Lender by any regulatory or other Governmental Authority having jurisdiction over it, or (ii) the actual or alleged presence of Hazardous Materials in the air, surface water or groundwater or on the surface or subsurface of any Real Property owned, leased or at any time operated by the Borrowers or any of their Subsidiaries, the release, generation, storage, transportation, handling or disposal of Hazardous Materials at any location, whether or not owned or operated by the Borrowers or any of their Subsidiaries, if such Borrower or any such Subsidiary could have or is alleged to have any responsibility in respect thereof, the non-compliance of any such Real Property with foreign, federal, state and local laws, regulations and ordinances (including applicable permits thereunder) applicable thereto, or any Environmental Claim asserted against the Borrowers or any of their Subsidiaries, in respect of any such Real Property, including, in the case of each of (i) and (ii) above, without limitation, the reasonable documented fees and disbursements of counsel incurred in connection with any such investigation, litigation or other proceeding (but excluding any such losses, liabilities, claims, damages or expenses to the extent incurred by reason of the gross negligence or willful misconduct of the Person to be indemnified or of any other Indemnitee who is such Person or an Affiliate of such Person). To the extent that the undertaking to indemnify, pay or hold harmless any Person set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, the Borrowers shall make the maximum contribution to the payment and satisfaction of each of the indemnified liabilities that is permissible under applicable law.

Section 11.03 Right of Setoff. In addition to any rights now or hereafter granted under applicable law or otherwise, and not by way of limitation of any such rights, upon the occurrence and during the continuance of an Event of Default, each Lender and each LC Issuer is hereby authorized at any time or from time to time, without presentment, demand, protest or other notice of any kind to the Borrower Representative or to any other Person, any such notice being hereby expressly waived, to set off and to appropriate and apply any and all deposits (general or special) and any other Indebtedness at any time held or owing by such Lender or such LC Issuer (including, without limitation, by branches, agencies and Affiliates of such Lender or LC Issuer wherever located) to or for the credit or the account of the Borrowers against and on account of the Obligations and liabilities of the Borrowers to such Lender or LC Issuer under this Agreement or under any of the other Loan Documents, including, without limitation, all claims of any nature or description arising out of or connected with this Agreement or any other Loan Document, irrespective of whether or not such Lender or LC Issuer shall have made any demand hereunder and although said Obligations, liabilities or claims, or any of them, shall be contingent or unmatured. Each Lender and LC Issuer agrees to promptly notify the Borrower Representative after any such set off and application, *provided*, *however*, that the failure to give such notice shall not affect the validity of such set off and application.

Section 11.04 Equalization.

(a) Equalization. If at any time any Lender receives any amount hereunder (whether by voluntary payment, by realization upon security, by the exercise of the right of setoff or banker's lien, by counterclaim or cross action, by the enforcement of any right under the Loan Documents, or otherwise) that is applicable to the payment of the principal of, or interest on, the Loans (other than Swing Loans), LC Participations, Swing Loan Participations or Fees (other than Fees that are intended to be paid solely to the Administrative Agent or an LC Issuer and amounts payable to a Lender under Article III), of a sum that with respect to the related sum or sums received by other Lenders is in a greater proportion than the total of such Obligation then owed and due to such Lender bears to the total of such Obligation then owed and due to all of the Lenders immediately prior to such receipt, *then* such Lender receiving such excess payment shall purchase for cash without recourse or warranty from the other Lenders an interest in the Obligations to such Lenders in such amount as shall result in a proportional participation by all of the Lenders in such amount.

(b) Recovery of Amounts. If any amount paid to any Lender pursuant to subparts (i) or (ii) above is recovered in whole or in part from such Lender, such original purchase shall be rescinded, and the purchase price restored ratably to the extent of the recovery.

(c) Consent of Borrower. The Borrowers consent 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 the Borrowers rights of set-off and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrowers in the amount of such participation.

Section 11.05 Notices.

(a) Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subpart (c) 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:

(i) if to any Borrower or any other Loan Party, c/o the Borrower Representative, at 3556 Lakeshore Road, Buffalo, New York 14219, Attention: Chief Financial Officer (Telecopier No. (716) 826-1589; Telephone No. (716) 826-6500;

(ii) if to the Administrative Agent, to it at the Notice Office; and

(iii) if to a Lender, to it at its address (or telecopier number) set forth next to its name on the signature pages hereto or, in the case of any Lender that becomes a party to this Agreement by way of assignment under Section 11.06 of this Agreement, to it at the address set forth in the Assignment Agreement to which it is a party.

(b) Receipt of Notices. Notices and communications 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 and receipt has been confirmed by telephone. Notices delivered through electronic communications to the extent provided in subpart (c) below shall be effective as provided in said subpart (c).

(c) Electronic Communications. Notices and other communications to the Administrative Agent, an LC Issuer or any Lender hereunder and required to be delivered pursuant to Sections 6.01(a), (b), (c), (d), (h) or (i) may be delivered or furnished by electronic communication (including e-mail and Internet or intranet web sites) pursuant to procedures approved by the Administrative Agent. The Administrative Agent and the Borrowers may, in their discretion, agree in a separate writing to accept notices and other communications to them 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 web site 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 web site address therefor.

(d) Change of Address, Etc. Any party hereto may change its address or telecopier number for notices and other communications hereunder by notice to each of the other parties hereto in accordance with Section 11.05(a).

Section 11.06 Successors and Assigns.

(a) Successors and Assigns Generally. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns; *provided*, *however*, that the Borrowers may not assign or transfer any of its rights or obligations hereunder without the prior written consent of all the Lenders, *provided*, *further*, that any assignment or participation by a Lender of any of its rights and obligations hereunder shall be effected in accordance with this Section 11.06.

(b) Participations. Each Lender may at any time grant participations in any of its rights hereunder or under any of the Notes to an Eligible Assignee, *provided* that in the case of any such participation,

(i) the participant shall not have any rights under this Agreement or any of the other Loan Documents, including rights of consent, approval or waiver (the participant's rights against such Lender in respect of such participation to be those set forth in the agreement executed by such Lender in favor of the participant relating thereto),

(ii) such Lender's obligations under this Agreement (including, without limitation, its Commitments hereunder) shall remain unchanged,

(iii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations,

(iv) such Lender shall remain the holder of the Obligations owing to it and of any Note issued to it for all purposes of this Agreement, and

(v) the Borrowers, the Administrative Agent, and the other Lenders shall continue to deal solely and directly with the selling Lender in connection with such Lender's rights and obligations under this Agreement, and all amounts payable by the Borrowers hereunder shall be determined as if such Lender had not sold such participation, except that the participant shall be entitled to the benefits of Article III to the extent that such Lender would be entitled to such benefits if the participation had not been entered into or sold,

and, *provided further*, that no Lender shall transfer, grant or sell any participation under which the participant shall have rights to approve any amendment to or waiver of this Agreement or any other Loan Document except to the extent such amendment or waiver would (x) extend the final scheduled maturity of the date of any Scheduled Repayment of any of the Loans in which such participant is participating, or reduce the rate or extend the time of payment of interest or Fees thereon (except in connection with a waiver of the applicability of any post-default increase in interest rates), or reduce the principal amount thereof, or increase such participant's participating interest in any Commitment over the amount thereof then in effect (it being understood that a waiver of any Default or Event of Default shall not constitute a change in the terms of any such Commitment), (y) release all or any substantial portion of the Collateral, or release any guarantor from its guaranty of any of the Obligations, except strictly in accordance with the terms of the Loan Documents, or (z) consent to the assignment or transfer by the Borrowers of any of its rights and obligations under this Agreement.

(c) Assignments by Lenders.

(i) Any Lender may assign all, or if less than all, a fixed portion, of its Loans, LC Participations, Swing Loan Participations and/or Commitments and its rights and obligations hereunder to one or more Eligible Assignees, each of which shall become a party to this Agreement as a Lender by execution of an Assignment Agreement; *provided*, *however*, that

(A) except in the case of (x) an assignment of the entire remaining amount of the assigning Lender's Loans and/or Commitments or (y) an assignment to another Lender, an Affiliate of such Lender or an Approved Fund with respect to such Lender, the aggregate amount of the Commitment so assigned (which for this purpose includes the Loans outstanding thereunder) shall not be less than, in the case of any Revolving Commitment, $5,000,000, and in the case of any Term Commitment, $1,000,000; *provided* that Approved Funds shall be aggregated for purposes of such minimum assignment amount;

(B) in the case of any assignment to an Eligible Assignee at the time of any such assignment the Lender Register shall be deemed modified to reflect the Commitments of such new Lender and of the existing Lenders;

(C) upon surrender of the old Notes, if any, upon request of the new Lender, new Notes will be issued, at the Borrowers' expense, to such new Lender and to the assigning Lender, to the extent needed to reflect the revised Commitments; and

(D) unless waived by the Administrative Agent, the Administrative Agent shall receive at the time of each such assignment, from the assigning or assignee Lender, the payment of a non-refundable assignment fee of $3,500, *provided that* only one such fee shall be payable in the event of a contemporaneous assignment to or by two or more Approved Funds.

(ii) To the extent of any assignment pursuant to this subpart (c), the assigning Lender shall be relieved of its obligations hereunder with respect to its assigned Commitments.

(iii) At the time of each assignment pursuant to this subpart (c), to a Person that is not already a Lender hereunder and that is not a United States Person (as such term is defined in Section 7701(a)(30) of the Code) for Federal income tax purposes, the respective assignee Lender shall provide to the Borrower Representative and the Administrative Agent the applicable Internal Revenue Service Forms (and any necessary additional documentation) described in Section 3.03(b).

(iv) With respect to any Lender, the transfer of any Commitment of such Lender and the rights to the principal of, and interest on, any Loan made pursuant to such Commitment shall not be effective until such transfer is recorded on the Lender Register maintained by the Administrative Agent with respect to ownership of such Commitment and Loans and prior to such recordation all amounts owing to the transferor with respect to such Commitment and Loans shall remain owing to the transferor. The registration of assignment or transfer of all or part of any Commitments and Loans shall be recorded by the Administrative Agent on the Lender Register only upon the acceptance by the Administrative Agent of a properly executed and delivered Assignment Agreement pursuant to this subpart (c).

(v) Nothing in this Section shall prevent or prohibit (A) any Lender that is an Approved Fund, a bank, trust company or other financial institution from pledging its Notes or Loans to a Federal Reserve Bank in support of borrowings made by such Lender from such Federal Reserve Bank, or (B) any Lender that is an Approved Fund, a trust, limited liability company, partnership or other investment company from pledging its Notes or Loans for the benefit of holders of certificates or debt securities issued by it, including any such pledge to any trustee or agent for, or any other representatives of, such holder. No such pledge, or any assignment pursuant to or in lieu of an enforcement of such a pledge, shall relieve the transferor Lender from its obligations hereunder.

(d) No SEC Registration or Blue Sky Compliance. Notwithstanding any other provisions of this Section, no transfer or assignment of the interests or obligations of any Lender hereunder or any grant of participation therein shall be permitted if such transfer, assignment or grant would require the Borrowers to file a registration statement with the SEC or to qualify the Loans under the "Blue Sky" laws of any State.

(e) Representations of Lenders. Each Lender initially party to this Agreement hereby represents, and each Person that becomes a Lender pursuant to an assignment permitted by this Section will, upon its becoming party to this Agreement, represents that it is a commercial lender, other financial institution or other "accredited" investor (as defined in SEC Regulation D) that makes or acquires loans in the ordinary course of its business and that it will make or acquire Loans for its own account in the ordinary course of such business; *provided, however,* that subject to the preceding Sections 11.06(b) and (c), the disposition of any promissory notes or other evidences of or interests in Indebtedness held by such Lender shall at all times be within its exclusive control.

(f) Non-Consenting Lenders. If, in connection with any proposed amendment, consent, waiver, release or termination of any of the provisions of this Agreement or any other Loan Document that requires the consent of all the Lenders, and the consent of the Required Lenders is obtained but the consent of one or more of such other Lenders whose consent is sought is not obtained, then the Borrowers shall have the right, so long as all non-consenting Lenders whose individual consent is sought are treated as described in either clauses (A) or (B) below, to either (A) replace each such non-consenting Lender or Lenders with one or more replacement Lenders in accordance with the provisions set forth below so long as at the time of such replacement, each such replacement Lender consents to the proposed change, waiver, discharge or termination or (B) terminate each such non-consenting Lender's Commitments and repay the outstanding Loans of each such non-consenting Lender; *provided, however,* that, unless the Commitments that are terminated and the Loans that are repaid pursuant to the preceding clause (B) are immediately replaced in full at such time through the addition of new Lenders or the increase of the Commitments and/or outstanding Loans of existing Lenders (who in each case must specifically consent thereto), then in the case of any action pursuant to preceding clause (B), each Lender (determined after giving effect to the proposed action) shall specifically consent thereto. The Borrowers may, at the sole expense and effort of the Borrowers, upon notice to any Lender that the Borrowers desire to replace pursuant to clause (A) above, and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with the restrictions contained in Section 11.06(c)), all its interests, rights and obligations under this Agreement to an Eligible Assignee that shall assume such obligations; *provided, however,* that (i) the Borrowers shall have received the prior written consent of the Administrative Agent, which consent shall not be unreasonably withheld, and (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued Fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts, including any breakage compensation under Section 3.02 hereof).

Section 11.07 No Waiver; Remedies Cumulative. No failure or delay on the part of the Administrative Agent or any Lender in exercising any right, power or privilege hereunder or under any other Loan Document and no course of dealing between the Borrowers and the Administrative Agent or any Lender shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or under any other Loan Document preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. No notice to or demand on the Borrowers in any case shall entitle the Borrowers to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Administrative Agent or the Lenders to any other or further action in any circumstances without notice or demand. Without limiting the generality of the foregoing, the making of a Loan or any LC Issuance shall not be construed as a waiver of any Default or Event of Default, regardless of whether the Administrative Agent, any Lender or any LC Issuer may have had notice or knowledge of such Default or Event of Default at the time. The rights and remedies herein expressly provided are cumulative and not exclusive of any rights or remedies that the Administrative Agent or any Lender would otherwise have.

Section 11.08 Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial.

(a) This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

(b) Each of the Borrowers and each other Loan Party irrevocably and unconditionally submit, for itself and its property, to the nonexclusive jurisdiction of the courts of the State of New York sitting in New York County and of the United States District Court for the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, 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 New York 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 or in any other Loan Document shall affect any right that the Administrative Agent, any Lender or the LC Issuer may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against the Borrowers or any other Loan Party or its properties in the courts of any jurisdiction.

(c) Each of the Borrowers or any 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 (b) 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.

(d) Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 11.05. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law.

(e) 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.

Section 11.09 Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement. A set of counterparts executed by all the parties hereto shall be lodged with the Borrower Representative and the Administrative Agent.

Section 11.10 Integration. This Agreement, the other Loan Documents and any separate letter agreements with respect to fees payable to the Administrative Agent, for its own account and

benefit and/or for the account, benefit of, and distribution to, the Lenders, constitute the entire contract among the parties relating to the subject matter hereof and thereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof or thereof.

Section 11.11 Headings Descriptive. The headings of the several Sections and other portions of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

Section 11.12 Amendment or Waiver.

(a) Neither this Agreement nor any other Loan Document, nor any terms hereof or thereof, may be amended, changed, waived or otherwise modified unless such amendment, change, waiver or other modification is in writing and signed by the Borrowers, the Administrative Agent, and the Required Lenders or by the Administrative Agent acting at the written direction of the Required Lenders; *provided, however,* that

(i) no change, waiver or other modification shall:

(A) increase the amount of any Commitment of any Lender hereunder, without the written consent of such Lender or increase the Total Credit Facility Amount without the consent of all the Lenders;

(B) extend or postpone the Revolving Facility Termination Date, the Term Loan Maturity Date or the maturity date provided for herein that is applicable to any Loan of any Lender, extend or postpone the expiration date of any Letter of Credit as to which such Lender is an LC Participant beyond the latest expiration date for a Letter of Credit provided for herein, or extend or postpone any scheduled expiration or termination date provided for herein that is applicable to a Commitment of any Lender, without the written consent of such Lender;

(C) reduce the principal amount of any Loan made by any Lender, or reduce the rate or extend the time of payment of, or excuse the payment of, interest thereon (other than as a result of (x) waiving the applicability of any post-default increase in interest rates or (y) any amendment or modification of defined terms used in financial covenants), without the written consent of such Lender (it being understood that a modification to or waiver of Section 2.13(c)(iv), (v), (vi), or (vii) or to the definitions of Excess Cash Flow, Excess Cash Flow Prepayment Amount, Cash Proceeds or Net Cash Proceeds shall only require the consent of the Required Revolving Lenders and the Required Term Lenders);

(D) reduce the amount of any Unpaid Drawing as to which any Lender is an LC Participant, or reduce the rate or extend the time of payment of, or excuse the payment of, interest thereon (other than as a result of waiving the applicability of any post-default increase in interest rates), without the written consent of such Lender; or

(E) reduce the rate or extend the time of payment of, or excuse the payment of, any Fees to which any Lender is entitled hereunder, without the written consent of such Lender; and

(ii) no change, waiver or other modification or termination shall, without the written consent of each Lender affected thereby,

(A) release any Borrower from any of its obligations hereunder,

(B) release the Borrowers from their guaranty obligations under Article X or release any Loan Party from the Subsidiary Guaranty, *except*, in the case of a Subsidiary Guarantor, in accordance with a transaction permitted under this Agreement;

(C) release all or any substantial portion of the Collateral, except in connection with a transaction expressly permitted under this Agreement;

(D) amend, modify or waive any provision of this Section 11.12, Section 8.03, or any other provision of any of the Loan Documents pursuant to which the consent or approval of all Lenders, or a number or specified percentage or other required grouping of Lenders or Lenders having Commitments, is by the terms of such provision explicitly required;

(E) reduce the percentage specified in, or otherwise modify, the definition of Required Lenders, Required Revolving Lenders or Required Term Lenders; or

(F) consent to the assignment or transfer by the Borrowers of any of its rights and obligations under this Agreement.

Any waiver or consent with respect to this Agreement given or made in accordance with this Section shall be effective only in the specific instance and for the specific purpose for which it was given or made.

(iii) No change in, or waiver or other modification otherwise affecting, the amount or time of payment of the Scheduled Repayments provided for in Section 2.13(b) to which a Term Lender shall be entitled shall be made without the written consent of each Term Lender and the Required Revolving Lenders.

(b) No provision of Section 2.05 or any other provision in this Agreement specifically relating to Letters of Credit may be amended without the consent of any LC Issuer adversely affected thereby.

(c) No provision of Article IX may be amended without the consent of the Administrative Agent and no provision of Section 2.04 may be amended without the consent of the Swing Line Lender.

(d) To the extent the Required Lenders (or all of the Lenders, as applicable, as shall be required by this Section) waive the provisions of Section 7.02 with respect to the sale, transfer or other disposition of any Collateral, or any Collateral is sold, transferred or disposed of as permitted by Section 7.02, (i) such Collateral shall be sold, transferred or disposed of free and clear of the Liens created by the respective Security Documents; (ii) if such Collateral includes all of the capital stock of a Subsidiary that is a party to the Subsidiary Guaranty or whose stock is pledged pursuant to the Security Agreement, such capital stock shall be released from the Security Agreement and such Subsidiary shall be released from the Subsidiary Guaranty; and (iii) the Administrative Agent shall be authorized to take actions deemed appropriate by it in order to effectuate the foregoing.

Section 11.13 Survival of Indemnities. All indemnities set forth herein including, without limitation, in Article III, Section 9.09 or Section 11.02 shall survive the execution and delivery of this Agreement and the making and repayment of the Obligations.

Section 11.14 Domicile of Loans. Each Lender may transfer and carry its Loans at, to or for the account of any branch office, subsidiary or affiliate of such Lender; *provided*, *however*, that the Borrower shall not be responsible for costs arising under Section 3.01 resulting from any such transfer (other than a transfer pursuant to Section 3.05) to the extent not otherwise applicable to such Lender prior to such transfer.

Section 11.15 Confidentiality.

(a) Each of the Administrative Agent, each LC Issuer and the Lenders agrees to maintain the confidentiality of the Confidential Information, *except* that Confidential Information may be disclosed (1) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential), (2) to any direct or indirect contractual counterparty in any Hedge Agreement (or to any such contractual counterparty's professional advisor), so long as such contractual counterparty (or such professional advisor) agrees to be bound by the provisions of this Section, (3) to the extent requested by any regulatory authority, (4) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (5) to any other party to this Agreement, (6) to any other creditor of any Loan Party that is a direct or intended beneficiary of any of the Loan Documents, (7) in connection with the exercise of any remedies hereunder or under any of the other Loan Documents, or any suit, action or proceeding relating to this Agreement or any of the other Loan Documents or the enforcement of rights hereunder or thereunder, (8) subject to an agreement containing provisions substantially the same as those of this Section, to any assignee of or participant in any of its rights or obligations under this Agreement, (9) with the consent of the Borrowers, or (10) to the extent such Confidential Information (i) becomes publicly available other than as a result of a breach of this Section, or (ii) becomes available to the Administrative Agent, any LC Issuer or any Lender on a non-confidential basis from a source other than a Loan Party and not otherwise in violation of this Section.

(b) As used in this Section, "Confidential Information" means all information received from the Borrowers relating to the Borrowers or their business, other than any such information that is available to the Administrative Agent, any LC Issuer or any Lender on a non-confidential basis prior to disclosure by the Borrowers; *provided*, *however*, that, in the case of information received from the Borrowers after the Closing Date, such information is clearly identified at the time of delivery as confidential.

(c) Any Person required to maintain the confidentiality of Confidential 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 Confidential Information as such Person would accord to its own confidential information. The Borrowers hereby agree that the failure of the Administrative Agent, any LC Issuer or any Lender to comply with the provisions of this Section shall not relieve the Borrowers, or any other Loan Party, of any of its obligations under this Agreement or any of the other Loan Documents.

Section 11.16 Limitations on Liability of the LC Issuers. The Borrowers assume all risks of the acts or omissions of any beneficiary or transferee of any Letter of Credit with respect to its use of such Letters of Credit. Neither any LC Issuer nor any of its officers or directors shall be liable or responsible for: (a) the use that may be made of any Letter of Credit or any acts or omissions of any beneficiary or transferee in connection therewith; (b) the validity, sufficiency or genuineness of documents, or of any endorsement thereon, even if such documents should prove to be in any or all respects invalid, insufficient, fraudulent or forged; (c) payment by an LC Issuer against presentation of documents that do not comply with the terms of a Letter of Credit, including failure of any documents to

bear any reference or adequate reference to such Letter of Credit; or (d) any other circumstances whatsoever in making or failing to make payment under any Letter of Credit, *except* that the LC Obligor shall have a claim against an LC Issuer, and an LC Issuer shall be liable to such LC Obligor, to the extent of any direct, but not consequential, damages suffered by such LC Obligor that such LC Obligor proves were caused by (i) such LC Issuer's willful misconduct or gross negligence in determining whether documents presented under a Letter of Credit comply with the terms of such Letter of Credit or (ii) such LC Issuer's willful failure to make lawful payment under any Letter of Credit after the presentation to it of documentation strictly complying with the terms and conditions of such Letter of Credit. In furtherance and not in limitation of the foregoing, an LC Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation.

Section 11.17 General Limitation of Liability. No claim may be made by any Loan Party, any Lender, the Administrative Agent, any LC Issuer or any other Person against the Administrative Agent, any LC Issuer, or any other Lender or the Affiliates, directors, officers, employees, attorneys or agents of any of them for any damages other than actual compensatory damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Agreement or any of the other Loan Documents, or any act, omission or event occurring in connection therewith; and the Borrowers, each Lender, the Administrative Agent and each LC Issuer hereby, to the fullest extent permitted under applicable law, waive, release and agree not to sue or counterclaim upon any such claim for any special, consequential or punitive damages, whether or not accrued and whether or not known or suspected to exist in their favor.

Section 11.18 No Duty. All attorneys, accountants, appraisers, consultants and other professional persons (including the firms or other entities on behalf of which any such Person may act) retained by the Administrative Agent or any Lender with respect to the transactions contemplated by the Loan Documents shall have the right to act exclusively in the interest of the Administrative Agent or such Lender, as the case may be, and shall have no duty of disclosure, duty of loyalty, duty of care, or other duty or obligation of any type or nature whatsoever to the Borrowers, to any of its Subsidiaries, or to any other Person, with respect to any matters within the scope of such representation or related to their activities in connection with such representation. The Borrowers agree, on behalf of itself and its Subsidiaries, not to assert any claim or counterclaim against any such persons with regard to such matters, all such claims and counterclaims, now existing or hereafter arising, whether known or unknown, foreseen or unforeseeable, being hereby waived, released and forever discharged.

Section 11.19 Lenders and Agent Not Fiduciary to Borrowers, etc. The relationship among the Borrowers and their Subsidiaries, on the one hand, and the Administrative Agent, each LC Issuer and the Lenders, on the other hand, is solely that of debtor and creditor, and the Administrative Agent, each LC Issuer and the Lenders have no fiduciary or other special relationship with the Borrowers and their Subsidiaries, and no term or provision of any Loan Document, no course of dealing, no written or oral communication, or other action, shall be construed so as to deem such relationship to be other than that of debtor and creditor.

Section 11.20 Survival of Representations and Warranties. All representations and warranties herein shall survive the making of Loans and all LC Issuances hereunder, the execution and delivery of this Agreement, the Notes and the other documents the forms of which are attached as Exhibits hereto, the issue and delivery of the Notes, any disposition thereof by any holder thereof, and any investigation made by the Administrative Agent or any Lender or any other holder of any of the Notes or on its behalf. All statements contained in any certificate or other document delivered to the Administrative Agent or any Lender or any holder of any Notes by or on behalf of the Borrowers or any of their Subsidiaries pursuant hereto or otherwise specifically for use in connection with the transactions contemplated hereby shall constitute representations and warranties by the Borrowers hereunder, made as

of the respective dates specified therein or, if no date is specified, as of the respective dates furnished to the Administrative Agent or any Lender.

Section 11.21 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 11.22 Independence of Covenants. All covenants hereunder shall be given independent effect so that if a particular action, event, condition or circumstance is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations or restrictions of, another covenant, shall not avoid the occurrence of a Default or an Event of Default if such action is taken or event, condition or circumstance exists.

Section 11.23 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts that are treated as interest on such Loan under applicable law (collectively, the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Base Rate to the date of repayment, shall have been received by such Lender.

Section 11.24 USA Patriot Act. Each Lender subject to the USA Patriot Act hereby notifies the Borrowers that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify and record information that identifies the Borrowers, which information includes the name and address of the Borrowers and other information that will allow such Lender to identify the Borrowers in accordance with the USA Patriot Act.

Section 11.25 Judgment Currency. If the Administrative Agent, on behalf of the Lenders, obtains a judgment or judgments against the Borrowers in a Designated Foreign Currency, the obligations of the Borrowers in respect of any sum adjudged to be due to the Administrative Agent or the Lenders hereunder or under the Notes (the "Judgment Amount") shall be discharged only to the extent that, on the Business Day following receipt by the Administrative Agent of the Judgment Amount in the Designated Foreign Currency, the Administrative Agent, in accordance with normal banking procedures, may purchase Dollars with the Judgment Amount in such Designated Foreign Currency. If the amount of Dollars so purchased is less than the amount of Dollars that could have been purchased with the Judgment Amount on the date or dates the Judgment Amount (excluding the portion of the Judgment Amount that has accrued as a result of the failure of the Borrowers to pay the sum originally due hereunder or under the Notes when it was originally due hereunder or under the Notes) was originally due and owing (the "Original Due Date") to the Administrative Agent or the Lenders hereunder or under the Notes (the "Loss"), the Borrowers jointly and severally agree, as a separate obligation and notwithstanding any such judgment, to indemnify the Administrative Agent or such Lender, as the case may be, against the Loss, and if the amount of Dollars so purchased exceeds the amount of Dollars that could have been purchased with the Judgment Amount on the Original Due Date, the Administrative Agent or such Lender agrees to remit such excess to the Borrowers.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

[Signature pages intentionally omitted.]

Exhibit 10.2

STOCK PURCHASE AGREEMENT

Dated as of August 31, 2007

By and Among

GIBRALTAR INDUSTRIES, INC.
as Purchaser

FLORENCE CORPORATION
as Company

and

THE SELLERS SPECIFIED HEREIN

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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT, dated as of August 31, 2007, is by and among Gibraltar Industries, Inc., a Delaware corporation (the "**Purchaser**"), Florence Corporation, an Illinois corporation (the "**Company**"), and the shareholders of the Company listed on the signature pages hereof and in Annex 1 (each, a "**Seller**" and, collectively, the "**Sellers**") and David P. Dailey, an individual residing in Illinois.

WITNESSETH:

WHEREAS, the Sellers own an aggregate of 2,440 shares of the Company's common stock, $10.00 par value per share (collectively, the "**Shares**"), which constitute all of the issued and outstanding shares of capital stock of the Company; and

WHEREAS, the Sellers desire to sell to the Purchaser, and the Purchaser desires to purchase from the Sellers, the Shares for the purchase price and upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

1. DEFINITIONS; INTERPRETATION

1.1 Definitions. In this Agreement, unless the context otherwise requires, all of the terms defined in the preamble or the recitals hereto shall have the same meanings herein and the following terms shall have the following meanings:

"Affiliate"	with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through owners of voting securities, by contract or otherwise.
"Agreed Principles"	the accounting principles set forth on Annex 2.
"Agreement"	this Stock Purchase Agreement, as amended, modified and supplemented from time to time.
"Business Day"	any day of the year on which national banking institutions in the City of Chicago, Illinois are open to the public for conducting business and are not required or authorized by law or other governmental action to close.
"Capital Lease Obligations"	any lease of any asset that, in accordance with GAAP, would be required to be capitalized on the balance sheet of the lessee.
"CERCLA"	the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as amended

	through the Closing Date, and regulations promulgated thereunder.
"Claim"	the term defined in Section 9.3.1.
"Closing Date"	the term defined in Section 3.1.
"Closing Net Working Capital"	the term defined in Section 2.3.2.
"Closing Statement"	the term defined in Section 2.3.2.
"Code"	the Internal Revenue Code of 1986, as amended.
"Common Stock"	the term defined in Section 4.3.1.
"Company Property"	the term defined in Section 4.11.
"Contract"	any agreement, contract, indenture, note, bond, loan, instrument, lease, commitment or other arrangement or agreement.
"Covered Breach"	the term defined in Section 9.2.3.
"Current Company Properties"	the term defined in Section 4.19.2.
"Debt"	the following of the Company and the Subsidiary (without duplication): (1) all consolidated indebtedness created, assumed or incurred in any manner, representing money borrowed (including by the issuance of debt securities); (2) all obligations for the deferred purchase price of property or services (other than trade accounts payable arising in the ordinary course of business); (3) all obligations secured by any Lien, whether or not the Company or the Subsidiary has assumed or become liable for the payment of such indebtedness; (4) all Capital Lease Obligations; and (5) all obligations on or with respect to letters of credit, banker's acceptances and other evidences of indebtedness representing extensions of credit whether or not representing obligations for borrowed money provided, however, that the loans to the Corporation from the City of Manhattan, Kansas and from the Department of Economic Development of the State of Kansas, in an aggregate outstanding principal amount of $96,000 shall not be included in the term "Debt".
"Deductible"	the term defined in Section 9.2.3.
"Disclosure Schedule"	the Schedules delivered to the Purchaser concurrent with the execution of this Agreement pursuant to Section 4.
"Documents"	all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, technical documentation (design

	specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials related to the business of the Company in each case whether or not in electronic form.
"Effective Time"	the term defined in Section 2.1.
"Employee Benefit Plans"	the term defined in Section 4.15.1.
"Environmental Costs and Liabilities"	with respect to any Person, all liabilities, obligations, responsibilities, Remedial Actions, losses, damages, punitive damages, consequential damages, treble damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts and consultants and costs of investigation and feasibility studies), fines, penalties, sanctions and interest incurred to the extent based upon, related to, or arising under or pursuant to any Environmental Law, Environmental Permit, order or agreement with any Governmental Body, which relates to any Environmental Law or a Release or threatened Release of Hazardous Materials.
"Environmental Law"	any federal, state or local statute, regulation or ordinance of any Governmental Body now in effect that is applicable to the Company and which relates to pollution or protection of human health or the environment, including any law relating to emissions, discharges, Releases, threatened Releases of pollutants, contaminants or Hazardous Materials or wastes into ambient air, surface water, groundwater or land; provided, however, that OSHA shall not be deemed or considered an Environmental Law.
"ERISA"	the term defined in Section 4.15.1.
"ERISA Affiliate"	the term defined in Section 4.15.2.
"Escrow Account"	the account, established and maintained by the Escrow Agent for the purpose of temporarily holding a portion of the Purchase Price and distributing the same pursuant to the terms of the Escrow Agreement.
"Escrow Agent"	LaSalle Bank, or any successor thereto under the Escrow Agreement.
"Escrow Agreement"	the Escrow Agreement, dated as of the Closing Date, between the Purchaser, the Sellers' Representative, the PR Holder and the Escrow Agent, substantially in the form of Exhibit 1, as amended, modified and supplemented from time to time.

“Estimated Net Working Capital”	the term defined in Section 2.3.1.
“FTC”	the term defined in Section 6.5.
“Final Net Working Capital”	the term defined in Section 2.3.6.
“Financial Statements”	the term defined in Section 4.7.
“FIRPTA Affidavit”	the term defined in Section 7.1 (10).
“GAAP”	generally accepted United States accounting principles as of the date hereof applied on a basis consistent with the basis on which the Financial Statements were prepared.
“Governmental Body”	any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).
“Harris Bank	Harris Trust and Savings Bank, an Illinois banking corporation.
“Hazardous Material”	any (i) “**hazardous waste**” as defined in the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), as amended through the Closing Date, and regulations promulgated thereunder; (ii) any “**hazardous substance**” as defined in CERCLA; and (iii) petroleum.
“Hazardous Materials Contamination”	contamination of the environment, including soil, groundwater or air, by Hazardous Materials that would give rise to liability under applicable Environmental Law.
“Historical Properties”	the term defined in Section 4.19.
“HSR Act”	the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.
“Indemnified Losses”	the term defined in Section 9.1.1.
“Indemnified Party”	the term defined in Section 9.3.1.
“Indemnifying Party”	in connection with the rights of the Purchaser Affiliates to indemnification described in Article 9, the Indemnifying Sellers and, in connection with the rights of the Seller Affiliates to indemnification described in Article 9, the Purchaser.
“Indemnifying Seller”	each Seller and the PR Holder.
“Indenture”	the Trust Indenture, dated as of April 1, 2003, as amended, modified and supplemented from time to time, from Manhattan to U.S. Bank National Association.

"Independent Accountant"	the term defined in Section 2.3.4.
"Intellectual Property"	all Patents, copyrights, technology, know-how, processes, trade secrets, inventions, proprietary data, formulae, research and development data and computer software programs; all trademarks, trade names, service marks and service names; all registrations, applications, recordings, licenses and common-law rights relating thereto, including the right to receive all proceeds and damages therefrom, and all rights to obtain renewals, continuations, divisions or other extensions of legal protections pertaining thereto that are material to the business and operations of the Company or the Subsidiary and used or held for use in the business and operations of the Company or the Subsidiary.
"Intellectual Property Licenses"	the term defined in Section 4.13.3.
"IRB Financing"	$8,000,000 Variable Rate Demand Industrial Development Revenue Bonds (Florence Corporation of Kansas Project) Series 2003, as amended, modified and supplemented from time to time, issued by Manhattan under the Indenture and payable from and secured by: (1) the revenues and receipts derived from the Lease Agreement and (2) payments to be made under the Letter of Credit.
"IRS"	the United States Internal Revenue Service.
"knowledge of the Company" or "to the Company's knowledge"	the actual knowledge of: Lloyd Schooley, David Dailey, Michael Powles, John Altstadt, Frank Vecchione, Kerri Winter and Stacy Kohlmeier.
"knowledge of the Purchaser"	the actual knowledge of Henning Kornbrekke, David W. Kay, Timothy J. Heasley, Paul M. Murray.
"knowledge of the Sellers" or "to the Sellers' knowledge"	the actual knowledge of the Sellers.
"Law"	any federal, state, or local law, statute, code, ordinance, rule, regulation or other requirement of any Governmental Body.
"Lease Agreement"	the Lease Agreement, dated as of April 1, 2003, as amended, modified and supplemented from time to time, between Manhattan and the Subsidiary.
"Legal Proceeding"	any judicial, administrative or arbitral actions, suits, proceedings (public or private), claims or governmental proceedings.
"Letter of Credit"	Letter of Credit Number HACH2093960S (initially issued as Number SPL90010434), dated April 24, 2003, as amended, modified and supplemented from time to time, issued by Harris Bank pursuant to a Reimbursement Agreement, dated as of April 1, 2003, as amended, modified and supplemented from time to

"Lien"	time, between Harris Bank and the Subsidiary. any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, or transfer restriction under any shareholder or similar agreement.
"Manhattan"	the City of Manhattan, Kansas.
"Material Adverse Change"	any fact, event, change, circumstance, or occurrence which has resulted in or would reasonably be expected to result in a Material Adverse Effect.
"Material Adverse Effect"	a material adverse effect on: (i) the business, assets, properties, results of operations or condition (financial or otherwise) of the Company and the Subsidiary taken as a whole; or (ii) the ability of the Sellers to consummate the transactions contemplated by this Agreement; provided, however, that, notwithstanding the foregoing, any changes, circumstance or effects resulting from or relating to changes or developments in the economy, financial markets, commodity markets, or in the political climate generally shall not be deemed to constitute a Material Adverse Effect.
"Material Contracts"	the term defined in Section 4.14.
"Net Working Capital"	on any day, the consolidated current assets of the Company and Subsidiary (excluding cash) less the consolidated current liabilities of the Company and Subsidiary (excluding Debt), as determined on such day in accordance with the Agreed Principles.
"Noncompetition Agreement"	with respect to each of Lloyd Schooley, Darlene Schooley, Deborah Schooley, David Schooley, Douglas Schooley, Darren Schooley and Michael Powles, the Noncompetition Agreement, substantially in the form of Exhibit 2, in favor of the Purchaser and the Company.
"Off-the-Shelf Software"	the term defined in Section 4.13.1.
"Order"	any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of any Governmental Body.
"Ordinary Course of Business"	the ordinary and usual course of day to day operations of the business as conducted prior to the Closing consistent with past practices.
"Organizational Documents"	the term defined in Section 4.5.1
"OSHA"	the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), as amended through the Closing Date, and regulations promulgated thereunder.

"Permits"	any approvals, authorizations, consents, licenses, permits or certificates.
"Permitted Exceptions"	(i) all defects, exceptions, restrictions, easements, rights of way and encumbrances disclosed in policies of title insurance; (ii) statutory liens for current taxes, assessments or other governmental charges not yet delinquent or the amount or validity of which is being contested in good faith by appropriate proceedings; (iii) mechanics', carriers', workers', repairers' and similar Liens arising or incurred in the Ordinary Course of Business that are not material to the business, operations and financial condition of the property so encumbered or the Company; (iv) zoning, entitlement and other land use regulations of any Governmental Body provided that the business and operations of the Company and the Subsidiary at any real property subject to any such zoning, land use or entitlement regulations complies with such zoning, land use or entitlement regulations in all material respects; (v) all Liens contemplated by the IRB Financing; and (vi) such other imperfections in title, charges, easements, restrictions and encumbrances which do not materially detract from the value of or materially interfere with the present use of any Company Property subject thereto or affected thereby.
"Person"	any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.
"Personal Property Lease"	the term defined in Section 4.12.1.
"Phantom Stock Plan"	each of the following: (1) the Phantom Stock Plan between the Company and John Altstadt, effective December 25, 2001; (2) the Phantom Stock Plan between the Company and Michael Powles effective December 25, 2001; (3) the Phantom Rights Agreement between the Company and David Dailey effective February 8, 2005; and (4) the Phantom Stock Plan between the Company and Frank Vecchione effective December 25, 2001 (collectively, the "**Phantom Stock Plans**").
"PR Holder"	David Dailey, as holder of phantom rights under his Phantom Stock Plan.
"Pro Rata"	with respect to this Agreement only: (1) in respect of each Seller (and such Seller in relation to all of the Sellers), the number of Shares owned by such Seller as a percentage of the total number of Shares; and (2) in respect of each Indemnifying Seller (and such Indemnifying Seller in relation to all of the Indemnifying Sellers): for the PR Holder, 15%, and for each of the Indemnifying Sellers that are Sellers, such Sellers' Pro Rata

	share of the remaining 85%.
"Products"	all cluster box units, 4B and private horizontal units, 4C mailbox suites, vertical mailboxes, single tenant mailboxes, parcel lockers, key keepers, collection boxes, mail/book drop boxes, directories, mail-shelters and chimes manufactured by the Company and its Subsidiary.
"PSP Holder"	each of John Altstadt, Michael Powles, Frank Vecchione and David Dailey, as recipients under the respective Phantom Stock Plans (collectively, the "**PSP Holders**").
"Purchase Price"	the term defined in Section 2.2.
"Purchaser"	Gibraltar Industries, Inc., a Delaware corporation.
"Purchaser Affiliates"	the term defined in Section 9.1.1.
"Purchaser's Amount"	the term defined in Section 6.7.
"Real Property Lease"	the term defined in Section 4.11.
"Release"	any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, or dumping into the environment, but excludes: (i) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel or pipeline pumping station engine, and (ii) the normal application of household chemicals such as pesticides, herbicides and fertilizers.
"Remedial Action"	all actions to: (i) clean up, remove, treat or in any other way address any Hazardous Material; (ii) prevent the Release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the indoor or outdoor environment; (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care; or (iv) to correct a condition of noncompliance with Environmental Laws.
"Section 338(h)(10) Election"	the term defined in Section 6.7.
"Securities Act"	the term defined in Section 5.5.
"Seller"	each of the shareholders of the Company listed on the signature pages hereof and in Annex 1 hereto (collectively, the "**Sellers**"); provided, however, that, for purposes of any provision of this Agreement that applies to a Seller by reason of its status as a taxpayer (including without limitation Sections 6.7, 6.8, 9.2.1, 10.1 and 10.2.2), the term "Seller" shall include the grantor, the beneficiaries or any other deemed owner of such Seller that is a trust.
"Seller Affiliates"	the Sellers, the PSP Holders and their respective Affiliates,

	agents, successors and assigns.
"Sellers' Representative"	the term defined in Section 11.10.
"Shareholders Agreement"	the Amended and Restated Stock Purchase Agreement, dated December 15, 2003, among the Sellers, the beneficiaries of the Sellers and the Company.
"Subsidiary"	Florence Corporation of Kansas, a Kansas corporation.
"Target Net Working Capital"	$13,800,000.
"Tax Benefit"	37.6 % of the amount of the payments made by the Company and the Subsidiary on the Closing Date and the payments made by the Purchaser on the Closing Date pursuant to the provisions of Sections 2.4.3, 2.4.4 and 2.4.5 that are not properly deductible for Federal Income Tax purposes by the Company on the final S Corporation Tax Return of the Company or by the Sellers.
"Tax Escrow Agent"	the Escrow Agent, or such other financial institution acceptable to the Purchaser and the Sellers' Representative, which shall act in accordance with the provisions of Section 6.7.
"Tax Indemnification Payment"	the term defined in Section 6.7.
"Tax Return"	all returns, declarations, reports, estimates, information, returns and statements required to be filed in respect of any Taxes.
"Tax Timetable"	the timetable set forth on Annex 3.
"Taxes"	(i) all federal, state, local or foreign taxes, charges, fees, imposts, levies or other assessments, including, without limitation, all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, customs duties, fees, assessments and charges of any kind whatsoever, (ii) all interest, penalties, fines, additions to taxes or additional amounts imposed by any taxing authority in connection with any item described in clause (i).
"Transaction Agreements"	the Escrow Agreement and the Noncompetition Agreement.
"WARN"	the term defined in Section 4.16.
"Wiring Instructions"	the wiring instructions executed and delivered by the Sellers' Representative at the Closing with respect to various payments contemplated under Section 2.4 and the Phantom Stock Plans.

1.2 Interpretation. In this Agreement, unless otherwise specified, any reference to:

(1) (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (iv) any reference to any Article, Section, Exhibit, Annex, Schedule or paragraph shall be deemed to refer to an Article, Section, Exhibit, Annex, Schedule or paragraph of this Agreement, unless the context clearly indicates otherwise; and (v) the word "or" shall be disjunctive but not exclusive;

(2) references to another agreement or instrument shall be construed as a reference to that other agreement or instrument as the same may have been, or may from time to time be, amended or supplemented;

(3) references to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation;

(4) the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against either party;

(5) the annexes, schedules and exhibits to this Agreement are a material part hereof and shall be treated as if fully incorporated into the body of the Agreement.

(6) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified and shall be counted from the day immediately following the date from which such number of days are to be counted; and

(7) any accounting term, any determination of the character or amount of any asset or liability or item of income or expense, and any consolidation or other accounting computation shall, to the extent applicable and except as otherwise specified in this Agreement, be construed or made (as the case may be) in accordance GAAP applied (in the case of determinations or computations) on a basis consistent with the past practices of the Company.

1.3 Table of Contents and Headings. The table of contents and section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement.

2. SALE AND PURCHASE OF SHARES

2.1 Sale and Purchase of Shares. Upon the terms and subject to the conditions contained herein, on the Closing Date, each Seller shall sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser shall purchase from each Seller, the Shares owned by such Seller set forth opposite such Seller's name on Annex 1 hereto. Upon completion of the transactions contemplated by this Agreement, the purchase and sale of the Shares pursuant to this Agreement shall be deemed to be effective as of 8:00 a.m. (Manhattan, Kansas time) on the Closing Date (the "**Effective Time**") provided, however, that all payments by the Company under the Phantom Stock Plans, as well as the distributions and success bonuses contemplated by Section 4.9 and the expenses paid under this Section 2 by the Company, shall be deemed to be effective immediately prior to such Effective Time.

2.2 Amount of Purchase Price. The aggregate purchase price for the Shares shall be an amount equal to $116,600,000 (the "**Purchase Price**"), as adjusted prior to and after the Closing Date pursuant to the provisions of Section 2.3.

2.3 Adjustment of Purchase Price.

2.3.1 Prior to the date hereof, the Company delivered to the Purchaser an estimate, prepared by the Company in good faith (based upon (i) information then available to the Company, (ii) the Agreed Principles and (iii) such assumptions as a reasonably prudent business person would make in preparing such an estimate), of the Net Working Capital as of the Effective Time (the "**Estimated Net Working Capital**"). The Purchase Price payable on the Closing Date under Section 2.2 shall be (1) increased on a dollar for dollar basis by the amount, if any, by which the Estimated Net Working Capital exceeds the total of: (i) the Target Net Working Capital and (ii) $500,000; and (2) decreased, on a dollar for dollar basis by the amount, if any, by which the total of: (i) the Target Net Working Capital less (ii) $500,000 exceeds the Estimated Net Working Capital.

2.3.2 As promptly as practicable, but no later than 60 days after the Closing Date, the Purchaser shall cause to be prepared and delivered to the Sellers' Representative a closing statement (the "**Closing Statement**") fairly presenting the Net Working Capital as determined, as of the Effective Time, in accordance with the Agreed Principles (the "**Closing Net Working Capital**"), together with a certificate based on such Closing Statement setting forth the Purchaser's calculation of the Closing Net Working Capital. The preparation of the Closing Statement and such certificate shall be for the sole purpose of determining the difference between the Closing Net Working Capital and the Target Net Working Capital.

2.3.3 If the Sellers' Representative disagrees with the Purchaser's calculation of the Closing Net Working Capital delivered pursuant to Section 2.3.2, then the Sellers' Representative may, within 30 days after delivery of the Closing Statement, deliver a notice to the Purchaser (with a copy to each of the Indemnifying Sellers) disagreeing with such calculation and setting forth the Sellers' Representative's calculation of such amount. Any such notice of disagreement shall specify those items or amounts as to which the Sellers' Representative disagrees, and the Sellers' Representative shall be deemed to have agreed, on behalf of the Indemnifying Sellers, with all other items and amounts contained in the Closing Statement and the calculation of Closing Net Working Capital delivered pursuant to Section 2.3.2.

2.3.4 If a notice of disagreement shall be duly delivered pursuant to Section 2.3.3, the Purchaser and the Sellers' Representative shall, during the 30 days following such delivery, use their best efforts to reach agreement on the disputed items or amounts in order to determine, as may be required, the amount of Closing Net Working Capital, which amount shall not be more than the amount thereof shown in the Sellers' Representative's calculation delivered pursuant to Section 2.3.3 nor less than the amount thereof shown in the Purchaser's calculation delivered pursuant to Section 2.3.2. If during such period, the Purchaser and the Sellers' Representative are unable to reach such agreement, they shall promptly thereafter cause KPMG Peat Marwick (the "**Independent Accountant**") to review this Agreement and the disputed items or amounts for the purpose of calculating the Closing Net Working Capital (it being understood that, in making such calculation, the Independent Accountant shall be functioning as an expert and not as an arbitrator). In making such calculation, the Independent Accountant shall consider only those items or amounts in the Closing Statement and the Purchaser's calculation of Closing Net Working Capital as to which the Sellers' Representative's has disagreed. The Independent Accountant shall deliver to the Purchaser and the Sellers' Representative and the Indemnifying

Sellers, as promptly as practicable (but in any case no later than 30 days from the date of engagement of the Independent Accountant), a report setting forth such calculation of Closing Net Working Capital. Such report shall be final and binding upon the Purchaser and the Indemnifying Sellers. The cost of such review and report shall be paid equally by the Purchaser and the Sellers.

2.3.5 The Purchaser and the Sellers shall, and shall cause their respective representatives to, cooperate and assist in the preparation of the Closing Statement and the calculation of Closing Net Working Capital and in the conduct of the review referred to in this Section 2.3, including, without limitation, promptly making available to both the Purchaser and the Sellers' Representative any relevant books, records, work papers and personnel.

2.3.6 If the Final Net Working Capital exceeds the total of (I) the Target Net Working Capital and (II) $500,000, then the Purchaser shall pay to each Indemnifying Seller, in the manner and with interest as provided in Section 2.3.7, such Indemnifying Seller's Pro Rata portion of the amount of such excess and, if the total of (A) the Target Net Working Capital less (B) $500,000 exceeds the Final Net Working Capital, then the Indemnifying Sellers shall, severally and not jointly, pay to the Purchaser, in the manner and with interest as provided in Section 2.3.7, such Indemnifying Seller's Pro Rata portion of the amount of such excess. "**Final Net Working Capital**" means the Closing Net Working Capital (1) as shown in the Purchaser's calculation delivered pursuant to Section 2.3.2 if no notice of disagreement with respect thereto is duly delivered pursuant to Section 2.3.3; or (2) if such a notice of disagreement is delivered, (i) as agreed by the Purchaser and the Seller's Representative pursuant to Section 2.3.4 or (ii) in the absence of such agreement, as shown in the Independent Accountant's calculation delivered pursuant to Section 2.3.4; provided, however, that in no event shall the Final Net Working Capital be less than the Purchaser's calculation of Closing Net Working Capital delivered pursuant to Section 2.3.2 or more than the Sellers' Representative's calculation thereof delivered pursuant to Section 2.3.3.

2.3.7 Any payment pursuant to Section 2.3.6 shall be: (1) deemed an adjustment to the Purchase Price, (2) made not later than five Business Days after the Final Net Working Capital has been determined, and (3) made by wire transfer of immediately available funds to the account of such recipient thereof under Section 2.3.6 as such recipient may designate in writing by such other party. The amount of any payment to be made pursuant to this Section 2.3 shall bear interest from and including the Closing Date to but excluding the date of payment at a rate per annum equal to the rate of interest announced by the Harris Bank as its Prime Rate in Chicago, Illinois in effect from time to time during the period from the Closing Date to the date of payment. Such interest shall be payable at the same time as the payment to which it relates and shall be calculated daily on the basis of a year of 365 days and the actual number of days elapsed.

2.4 Payment of Purchase Price; Payments Under Phantom Stock Plans.

On the Closing Date, by wire transfer of immediately available funds to the respective accounts designated by the various recipients specified below and set forth in the Wiring Instructions, the Purchaser shall pay:

2.4.1 to the Escrow Agent $9,840,000 (the "**Escrow Amount**") to be held to satisfy any claims for indemnification pursuant to Section 9, with such Escrow Amount to be held and distributed by the Escrow Agent in accordance with the Escrow Agreement;

2.4.2 to BMO Capital Markets, the amount set forth opposite its name on the Wiring Instructions, such amount representing the total fees and expenses payable pursuant to the terms of the engagement of BMO Capital Markets by the Sellers, the Company and the Subsidiary;

2.4.3 pursuant to the instructions of the Company and the instructions of the PSP Holders, the following: (1) to each PSP Holder (other than the PR Holder), the amount set forth opposite such PSP Holder's name on the Wiring Instructions, such amount representing the amount due to such individual under the applicable Phantom Stock Plan resulting from the transaction contemplated by this Agreement, after subtraction of (i) the employee portion of all applicable withholding taxes payable in connection with such payment and (ii) any withholdings made with respect to such PSP Holder and described in Section 2.4.4(2) and (2) to the PR Holder, the amount due to such individual under the applicable Phantom Stock Plan after subtraction of (i) the amount indicated on the Wiring Instructions as being paid to the Escrow Agent and related to the PR Holder ; and (ii) the full amount of the employee portion of all applicable withholding taxes payable with respect to the entire amount payable to the PR Holder under the applicable Phantom Stock Plan; and (iii) any withholdings made with respect to the PR Holder and described in Section 2.4.4(2);

2.4.4 pursuant to the instructions of the Company:

(1) to ADP Inc. an amount equal to the sum of:

(i) the full amount of the employee portion of all applicable withholding taxes payable in connection with the payments under the Phantom Stock Plans resulting from the transaction contemplated by this Agreement; (including, in the case of the PR Holder, the portion of such amount, if any, which is paid to the Escrow Agent); and

(ii) the full amount of the employer portion of all applicable withholding taxes payable by the Company or the Subsidiary in connection with the payments under the Phantom Stock Plans; and

(2) to Wells Fargo Bank Institutional Trust Services Inc., for credit to the appropriate accounts of each PSP Holder, the portion of the amount payable to the PSP Holders under the applicable Phantom Stock Plan which the PSP Holder has elected to have contributed to the Florence Corporation 401(k) Plan together with the amount of the employer matching contribution required to be made with respect to such payment, all as more particularly set forth in the Wiring Instructions, relating to payments to the PSP Holders under this Section 2.4.

2.4.5 to the attorneys and other business and financial advisers of the Sellers, the amount set forth in the Wiring Instructions; and

2.4.6 to each of the Sellers, the amount set forth in the Wiring Instructions opposite the name of such Seller, such amount representing such Seller's Pro Rata portion of the remaining balance of the Purchase Price.

2.5 Escrow Agreement. Prior to the Closing, the Purchaser, the Sellers' Representative, the PR Holder and the Escrow Agent shall execute and deliver the Escrow Agreement which shall contain terms mutually agreeable to the Purchaser, the Sellers' Representative, the PR Holder and the Escrow Agent.

3. CLOSING AND TERMINATION

3.1 Closing Date. Subject to the satisfaction of the conditions set forth in Sections 7.1 and 7.2 hereof (or the waiver thereof by the party entitled to waive that condition), the closing of the sale and purchase of the Shares provided for in Section 2.1 hereof (the "**Closing**") shall take place at 10:00 a.m. at the offices of Masuda, Funai, Eifert & Mitchell, Ltd., 203 North LaSalle Street, Chicago, Illinois, on the later of: (1) August 31, 2007 or (2) the date that is 8 Business Days following the termination of the applicable waiting period under the HSR Act, or at such other place or on such other date as the Sellers and the Purchaser may agree, including, but not limited to, the date hereof (the "**Closing Date**").

3.2 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing (the "Termination Date") as follows:

3.2.1 by the Purchaser, effective immediately upon delivery of written notice to the Seller's Representative, if, between the date hereof and the time scheduled for the Closing: (1) an event or condition occurs that has resulted in or that would reasonably be expected to result in a Material Adverse Effect or an inability to satisfy any condition to Closing set forth in Section 7.1 and the Sellers are unable to otherwise satisfy such condition within 30 days following the delivery of written notice to the Sellers' Representative of notice of the occurrence of such event or condition; or (2) the Sellers shall have breached any material covenant or obligation hereunder and such breach shall not have been cured within 30 days following the delivery to Sellers' Representative of written notice of such breach;

3.2.2 by the Sellers, effective immediately upon delivery of written notice to the Purchaser, if, between the date hereof and the time scheduled for the Closing, the Purchaser shall have breached any material covenant or obligation hereunder and such breach shall not have been cured by the Purchaser within 30 days following the delivery to the Purchaser of written notice of such breach;

3.2.3 by the Sellers, effective immediately upon delivery of written notice to the Purchaser, or by the Purchaser, effective immediately upon delivery of written notice to the Seller's Representative, if the Closing shall not have occurred by September 14, 2007; provided, however, that the right to terminate this Agreement under this Section 3.2 shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date;

3.2.4 by the Purchaser, effective immediately upon delivery of written notice to the Sellers' Representative, or by the Sellers, effective immediately upon delivery of written notice to the Purchaser, if a final nonappealable Order of a Governmental Body of competent jurisdiction shall be been issued restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement; or

3.2.5 by the mutual written consent of the parties hereto.

3.3 Procedure Upon Termination. In the event of termination by the Purchaser or the Sellers, or both, pursuant to Section 3.2 hereof, this Agreement shall terminate and the purchase of the Shares hereunder shall be abandoned, without further action by the Purchaser or the Sellers. If this Agreement is terminated as provided herein, then each party shall redeliver all documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether obtained before or after the execution hereof, to the party furnishing the same.

3.4 Effect of Termination. If this Agreement is validly terminated as provided herein, then, from and after the Termination Date, each of the parties hereto shall be relieved of their respective duties and obligations arising under this Agreement, except: (1) as set forth in Section 11.1 ; (2) as provided under any Confidentiality Agreement previously signed by such parties; and (3) that nothing herein shall relieve either party from liability for breach of this Agreement. In the event that this Agreement is terminated by the Purchaser, pursuant to the provisions of Section 3.2.1(2) or by Sellers pursuant to the provisions of Section 3.2.2 above, the party that terminated this Agreement shall be entitled to be reimbursed by the other party for all reasonable out of pocket costs incurred by such party in connection with the investigation and negotiation of this Agreement, including but not limited to, the fees and expenses of such party's attorneys, accountants and financial advisors; provided; however, that any amounts provided for in this Section 3.4 shall not exceed $500,000.

4. REPRESENTATIONS AND WARRANTIES OF COMPANY

Each of the Indemnifying Sellers and the Company hereby make the following representations and warranties, as of the date hereof and as of the Effective Time, which representations and warranties shall be qualified by the Disclosure Schedule provided that the disclosure of an item in one section of the Schedules shall be deemed to modify both (i) the representations and warranties contained in the Section of this Agreement to which it corresponds in number, and (ii) any other representation and warranty of the Company and the Indemnifying Sellers in this Agreement to the extent that it is or should be evident from a reading of such disclosure item that it would also qualify or apply to such other representation and warranty; provided that the matters required to be disclosed on Schedule 4.9 (Absence of Certain Developments), Schedule 4.17 (Litigation), Schedule 4.15 (Employee Benefit Plans), Schedule 4.5 (Conflicts; Consents of Third Parties), Schedule 4.19 (Environmental Matters) and Schedule 4.10 (Taxes), shall not be deemed to be disclosed unless disclosed on Schedules corresponding in number to such Sections. Notwithstanding the foregoing, each of the Sellers shall, solely with respect to the representations and warranties set forth in Section 4.6 (Ownership and Transfer of Shares) only be bound by and responsible for the representations and warranties contained in such Section as they apply to the shares owned by such Seller.

4.1 Organization and Good Standing. The Company is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of Illinois and has all necessary corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted, except where any lack of such power or authority would not reasonably be expected to result in a Material Adverse Change. Schedule 4.1 attached hereto contains a list of each jurisdiction in which the Company and the Subsidiary are qualified to do business as a foreign corporation. The Company and the Subsidiary are duly qualified to do business as a foreign corporation in each jurisdiction in which the failure of the Company or the Subsidiary to be so qualified would reasonably be expected to have a Material Adverse Effect.

4.2 Authorization of Agreement.

4.2.1 Authorization of Agreement by Company The Company has all requisite power and authority to execute and deliver this Agreement, each Transaction Agreement to which it is a party and each other agreement, document, or instrument or certificate contemplated by this Agreement to be executed by the Company in connection with the consummation of the transactions contemplated by this Agreement, and to consummate the transactions contemplated hereby or thereby. This Agreement has been, and when executed and delivered, each Transaction Agreement executed by the Company, will be, duly and validly executed and delivered by the

Company and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement and each such Transaction Agreement constitutes the legal, valid and binding obligations of the Company, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to rules of law governing specific performance, injunctive relief and to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

4.2.2 Authorization of Agreement by Sellers. Each Seller has all requisite power, authority and legal capacity to execute and deliver this Agreement, each Transaction Agreement to which it is a party and each other agreement, document, or instrument or certificate contemplated by this Agreement to be executed by such Seller in connection with the consummation of the transactions contemplated by this Agreement and to consummate the transactions contemplated hereby and thereby. This Agreement has been, and when executed and delivered by the Sellers or the Sellers' Representative, each Transaction Agreement to which such Seller or the Sellers' Representative shall be a party will be, duly and validly executed and delivered by each Seller and the Sellers' Representative and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each of such Transaction Agreements, when executed and delivered, will constitute, a legal, valid and binding obligation of such Seller, enforceable against such Seller and the Sellers' Representative in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to rules of law governing specific performance, to injunctive relief and to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

4.3 Capitalization; Officers and Directors.

4.3.1 The authorized capital stock of the Company consists of 5,000 shares of common stock, $10.00 par value per share (the "**Common Stock**"). As of the date hereof, there are 2,440 shares of Common Stock issued and outstanding and 2,560 outstanding shares of Common Stock that are held by the Company as treasury stock. All of the issued and outstanding shares of Common Stock were duly authorized for issuance and are validly issued, fully paid and non-assessable.

4.3.2 Except as contemplated by the Shareholders Agreement and the Phantom Stock Plans, there is no existing option, warrant, call, right, commitment or other agreement of any character to which any Seller or the Company is a party or which are binding on the Company or any Seller requiring, and there are no securities of the Company outstanding which upon conversion or exchange would require, the issuance, sale or transfer of any additional shares of capital stock or other equity securities of the Company or other securities convertible into, exchangeable for or evidencing the right to subscribe for or purchase shares of capital stock or other equity securities of the Company.

4.3.3 Schedule 4.3.3 sets forth, for each of the Company and the Subsidiary, the officers and directors of such corporation, as well as the outside affiliation or employment of such directors.

4.4 Subsidiaries. Except for the Subsidiary, the Company does not own any capital stock or other equity interests in any Person. The Company owns all of the issued and outstanding shares of the

Subsidiary. The outstanding shares of capital stock or equity interests of the Subsidiary are validly issued, fully paid and non-assessable, and all such shares or other equity interests represented as being owned by the Company are owned by it free and clear of any and all Liens, except as set forth in Schedule 4.4 hereto. No shares of capital stock are held by the Subsidiary as treasury stock. There is no existing option, warrant, call, commitment or agreement to which the Company or the Subsidiary is a party requiring, and there are no convertible securities of the Company or the Subsidiary outstanding which upon conversion would require, the issuance of any additional shares of capital stock or other equity interests of the Subsidiary or other securities convertible into shares of capital stock or other equity interests of the Subsidiary. The Subsidiary is a duly organized and validly existing corporation in good standing under the laws of Kansas. The Subsidiary has all requisite corporate power and authority to own its properties and carry on its business as presently conducted, except where any lack of such power or authority would not reasonably be expected to result in a Material Adverse Change.

4.5 Conflicts; Consents of Third Parties.

4.5.1 Neither the execution and delivery by the Company of this Agreement, or any other Transaction Agreement, nor the consummation of the transactions contemplated hereby or thereby, nor compliance by the Company with any of the provisions hereof or thereof will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or give rise to any obligation of the Company to make any payment under, or to the increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any Liens upon any of the properties or assets of the Company or any Subsidiary under any provision of (1) the articles of incorporation and bylaws or comparable organizational documents of the Company or the Subsidiary (collectively, "**Organizational Documents**"), (2) any Contract or Permit or other obligation to which the Company or the Subsidiary is a party or by which any of the properties or assets of the Company or the Subsidiary are bound except the Phantom Stock Plans and as set forth in Schedule 4.5.1; or (3) any Order of any court, Governmental Body or arbitrator applicable to the Company or any Subsidiary or any of the properties or assets of the Company or any Subsidiary as of the date hereof, except in the case of clauses (2) and (3), for such violations, breaches or defaults as would not, individually or in the aggregate, have a Material Adverse Effect.

4.5.2 Neither the execution and delivery by the Sellers of this Agreement and the Transaction Agreements to which the Sellers are a party, nor the compliance by the Sellers with any of the provisions hereof or thereof, will conflict with or result in any violation of or default (with or without notice or lapse of time or both) under any provisions of: (1) the agreements which contain the terms of the trusts which are the holders of the Shares; (2) any Contract or other obligation to which any of the Sellers is a party, or any Contract or other obligation pertaining to the interests in the trusts comprising the Sellers to which any of the beneficiaries of such trusts is a party, other than the Shareholder Agreement which shall be terminated on or prior to the Closing Date; or (3) any Order of any court, Governmental Body or arbitrator applicable to any of the trusts comprising the Sellers or any Order of any court, Governmental Body or arbitrator known by the Sellers, which is applicable to the beneficiaries of the trusts comprising the Sellers.

4.5.3 Except as set forth in Schedule 4.5.3, no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of the Company, the Subsidiary or any Seller in connection with the execution and delivery of this Agreement or the Transaction Agreements to be executed and delivered by the Company or the Sellers in connection with the consummation of the transactions contemplated hereunder or the compliance by the Company, the Subsidiary or any Seller with any

of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby or the taking of any other action contemplated hereby, or the continuing validity and effectiveness immediately following the Closing of any Permit or Contract of the Company, except for compliance with the applicable requirements of the HSR Act and the rules and regulations promulgated thereunder.

4.6 Ownership and Transfer of Shares. Each Seller is the record owner of the Shares and the beneficiary or beneficiaries of such Seller, as the case may be, is the beneficial owner or are the beneficial owners of the Shares indicated as being owned by such Seller on Annex 1. At the Closing, the Purchaser will acquire good title to the Shares free and clear of any and all Liens (other than as contemplated by Section 5.5).

4.7 Financial Statements. Set forth as Schedule 4.7 are: (1) the audited consolidated balance sheets of the Company and its Subsidiary as of December 31, 2006, 2005, and 2004 and the related audited consolidated statements of income and of cash flows of the Company and its Subsidiary for the years then ended; and (2) the unaudited non-consolidated and consolidated balance sheets of the Company and its Subsidiary as of January, February, March and April 2007 and the related non-consolidated and consolidated statements of profit and loss of the Company and its Subsidiary for the four month period then ended (such audited and unaudited statements, including the related notes and schedules thereof, the "**Financial Statements**"). Each of the Financial Statements has been prepared in accordance with GAAP consistently applied by the Company and presents fairly in all material respects the financial position, results of operations of the Company and the Subsidiary as of the dates and for the periods indicated.

4.8 No Undisclosed Liabilities. To the Company's knowledge, except as set forth in the Financial Statements and in Schedule 4.8, neither the Company nor the Subsidiary has any indebtedness, obligations or liabilities of any kind (whether accrued, absolute, contingent or otherwise, and whether due or to become due) that would have been required to be reflected in, reserved against or otherwise described in the Financial Statements in accordance with GAAP or would have a Material Adverse Effect on the assets of the Company or the Subsidiary.

4.9 Absence of Certain Developments. Except as expressly contemplated by this Agreement or as set forth on Schedule 4.9 and in the Financial Statements, since the date of the last set of Financial Statements: (1) the Company has conducted its business in all material respects only in the Ordinary Course of Business and in substantially the same manner as previously conducted; (2) has not made any change in any method of accounting or accounting practice or policy used by the Company or the Subsidiary; (3) has not made any material changes in the customary methods of operating the business of the Company or the Subsidiary including, without limitation, practices and policies relating to marketing, selling and pricing; (4) has not amended, terminated, cancelled or compromised any material claims of the Company or the Subsidiary or waived any rights of substantial value; (5) has not entered into any agreement, arrangement or transaction with any directors, officers, employees or shareholders of the Company or the Subsidiary other than those contemplated by this Agreement or for compensation in the Ordinary Course of Business consistent with past practices; (6) has not granted any general increase in the compensation payable or to become payable to officers or employees (including any such increase pursuant to any bonus, pension, profit-sharing or other plan or commitment), of the Company or the Subsidiary or any special increase in the compensation payable or to become payable to any such officer or employee, or made any bonus payments to any such officer or employee, except for normal, bargained, merit or cost of living payments or increases made in the Ordinary Course of Business; (7) has not made capital expenditures or commitments on behalf of or relating to the business in excess of $50,000 in the aggregate; (8) has not agreed, whether in writing or otherwise, to take any action described in this Section 4.9; or (9) to the knowledge of the Company and the Sellers, there has not been any event, change,

occurrence or circumstance that has had or would reasonably be expected to have a Material Adverse Effect. For purposes of the "Effective Time", the distributions and success bonuses described in this Section shall be deemed to have occurred prior to the Effective Time.

4.10 Taxes.

4.10.1 Except as set forth on Schedule 4.10.1: (1) all Tax Returns required to be filed by or on behalf of the Company and the Subsidiary have been timely filed with the appropriate taxing authorities in all jurisdictions in which such Tax Returns are required to be filed (after giving effect to any valid extensions of time in which to make such filings) and all such Tax Returns are accurate and complete in all respects; (2) all Taxes payable by or on behalf of the Company or the Subsidiary or in respect of their respective income, assets or operations have been fully and timely paid and adequate reserves or accruals for Taxes have been provided in the Financial Statements with respect to any period to which such Financial Statements relate and for which Tax Returns have not yet been filed or for which Taxes are not yet due and owing; (3) neither the Company nor the Subsidiary has executed or filed with the IRS or any other taxing authority any agreement, waiver or other document or arrangement extending or having the effect of extending the period for assessment or collection of Taxes (including, but not limited to, any applicable statute of limitation), and no power of attorney with respect to any Tax matter is currently in force; and (4) there are no pending or, to the knowledge of the Company, threatened actions or proceedings for the assessment or collection of Taxes against the Company or the Subsidiary.

4.10.2 The Company and the Subsidiary have: (1) complied in all material respects with all applicable laws, rules and regulations relating to the payment and withholding of Taxes; (2) duly and timely withheld from employee salaries, wages and other compensation; and (3) paid over to the appropriate taxing authorities all amounts required to be so withheld and paid over for all periods under all applicable laws.

4.10.3 No Seller is a foreign person within the meaning of Section 1445 of the Code.

4.10.4 Neither the Company nor the Subsidiary is liable for the Taxes of any Person under Treasury Regulation Section 1.1502-6 or any similar provision of state, local or foreign Tax Law, as a transferee or successor, by Contract, or otherwise.

4.10.5 The Company is and has been an "S corporation" within the meaning of Section 1361(a)(1) of the Code at all times since January 1, 2001, and the Subsidiary is and has been "qualified subchapter S subsidiary" within the meaning of Section 1361(b)(3)(B) of the Code at all times since July 25, 2003. Except as set forth on Schedule 4.10.5, neither the Company nor the Subsidiary owns any assets that would give rise to a potential tax liability under Section 1374 of the Code, whether as a result of a deemed sale of the Company's and the Subsidiary's assets caused by a Section 338(h)(10) Election (including in connection with the transactions contemplated by this Agreement).

4.11 Real Property.

4.11.1 Neither the Company nor the Subsidiary currently owns any real property. Schedule 4.11.1 sets forth a complete list of all real property and interests in real property leased by the Company and its Subsidiary (collectively, "**Real Property Leases**" and the real properties specified in such leases being referred to herein individually as a "**Company Property**" and, collectively, as the "**Company Properties**") as lessee. The Company Properties constitute all

interests in real property currently used or currently held for use in connection with the business of the Company and its Subsidiary and which are necessary for the continued operation of the business of the Company and its Subsidiary as such business is currently conducted. The Company and its Subsidiary have a valid and enforceable leasehold interest under each of the Real Property Leases, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity), and neither the Company nor the Subsidiary has received any written notice of any default or event that, with notice or lapse of time, or both, would constitute a default by the Company or the Subsidiary under any of the Real Property Leases, and, to the knowledge of the Company, no other party is in default thereof, and no party to the Real Property Leases has exercised any termination rights with respect thereto. True, correct and complete copies of all Real Property Leases have been provided to the Purchaser.

4.11.2 The Company and the Subsidiary have all material certificates of occupancy and Permits of any Governmental Body necessary for the current use and operation of each Company Property, except for such Permits the failure to hold of which would not reasonably be expected to have a Material Adverse Effect .

4.12 Tangible Personal Property.

4.12.1 Schedule 4.12.1 sets forth each lease of personal property (collectively, the "**Personal Property Leases**") involving annual payments in excess of $50,000 relating to personal property used in the business of the Company or its Subsidiary or to which the Company or its Subsidiary is a party or by which the properties or assets of the Company or its Subsidiary is bound.

4.12.2 A copy of each of the Personal Property Leases listed on Schedule 4.12.1 has been delivered to the Purchaser. The Company and its Subsidiary have a valid leasehold interest under each of the Personal Property Leases under which it is a lessee, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity), and there is no default under any Personal Property Leases by the Company or its Subsidiary or, to the knowledge of the Company, by any other parties thereto, other than such defaults by the Company, the Subsidiary or such other parties as would not reasonably be expected to result in a Material Adverse Effect.

4.12.3 Except as set forth on Schedule 4.12.3, the Company and its Subsidiary have good and marketable title to all of the items of tangible personal property reflected in the balance sheet of the most recent of the Financial Statements (except as sold or disposed of subsequent to the date thereof in the Ordinary Course of Business consistent with past practice), free and clear of any and all Liens other than Permitted Exceptions. Except as set forth on Schedule 4.12.3, no material maintenance, replacement or repair of any fixtures or equipment currently used in the business (other than spare parts) has been deferred or neglected.

4.13 Intellectual Property

4.13.1 Schedule 4.13.1 lists all Intellectual Property that, as of the date hereof and at the Effective Time, is owned or used under license or similar agreements by the Company or Subsidiary other than that acquired pursuant to the purchase of off-the-shelf software ("**Off-the-Shelf Software**"). The Company is the sole and exclusive owner of, or has valid and continuing

rights to use, sell and license, as the case may be, all of the Intellectual Property set forth on Schedule 4.13.1 and Products sold or licensed by the Company in the business as presently conducted and as currently proposed to be conducted, free and clear of all Liens or obligations to others (except for those specified licenses included in Schedule 4.13.6).

4.13.2 Neither the Company nor the Subsidiary has received any notice that the use of any Intellectual Property identified on Schedule 4.13.1 violates or infringes the rights of any other Person. To the knowledge of the Company, the Intellectual Property owned, used, practiced or otherwise commercially exploited by the Company, the manufacturing, licensing, marketing, offering for sale, sale or use of the products in connection with the business as presently and as currently proposed to be conducted, and the Company's present and currently proposed business practices and methods do not constitute an unauthorized use or misappropriation of any patent, copyright, trade secret or other similar right, of any Person and, to the knowledge of the Company, does not infringe, constitute an unauthorized use of, or violate any other right of any Person (including, without limitation, pursuant to any non-disclosure agreements or obligations to which the Company is a party). The Intellectual Property owned by or licensed to the Company includes all of the intellectual property rights necessary to enable the Company to conduct the business of the Company and the Subsidiary in the manner in which such business is currently being conducted.

4.13.3 Except with respect to licenses of Off-the-Shelf Software, and except pursuant to the licenses for the use of the Intellectual Property ("**Intellectual Property Licenses**") listed in Schedule 4.13.3, the Company is not required, obligated, or under any liability whatsoever, to make any payments by way of royalties, fees or otherwise to any owner, licensor of, or other claimant to any Intellectual Property, or other third party, with respect to the use thereof or in connection with the conduct of the business as currently conducted or proposed to be conducted.

4.13.4 Neither the execution nor delivery of this Agreement nor the carrying on of the business as currently conducted will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any of the Intellectual Property Licenses or any other material Contract relating to the Intellectual Property under which the Company is now obligated.

4.13.5 Schedule 4.13.5 sets forth an accurate and complete list of all patents or applications therefor, trademarks, trade names, software (other than "Off the Shelf"), domain names, pending applications for registrations of any trademarks and unregistered trademarks, registered copyrights, and pending applications for registration of copyrights, owned or filed by the Company. Schedule 4.13.5 lists the jurisdictions in which each such item of Intellectual Property has been issued or registered or in which any such application for such issuance and registration has been filed.

4.13.6 Schedule 4.13.6 sets forth a complete and accurate list of all Contracts to which the Company is a party: (1) as grantor, granting any rights to third parties to use the Intellectual Property; (2) as a grantee of any rights in the Intellectual Property; or (3) containing a covenant not to compete or otherwise limiting the Company's ability to (i) exploit fully any of the Intellectual Property or (ii) conduct the business in any market or geographical area or with any Person.

4.13.7 No secret information of the Company used in the manufacturing of the Products or any other non-public, proprietary information material to the business of the Company as presently conducted has been authorized to be disclosed or, to the knowledge of the Company, has been actually disclosed by the Company to any third party other than pursuant to a non-

disclosure agreement restricting the disclosure and use of the Intellectual Property. The Company has taken adequate security measures to protect the secrecy and confidentiality of all the secret information of the Company and any other confidential information, including invention disclosures, not covered by any patents owned or patent applications filed by the Company, which measures are reasonable in the industry in which the Company operates.

4.13.8 As of the date hereof, the Company is not the subject of any pending or, to the Company's knowledge, overtly threatened Legal Proceedings that involve a claim of infringement, unauthorized use, or violation by any Person against the Company or challenging the ownership, use, validity or enforceability of, any material Intellectual Property.

4.13.9 To the knowledge of the Company, no Person is infringing, violating, misusing or misappropriating any Intellectual Property of the Company, and no such claims have been made against any Person by the Company.

4.13.10 No present or former employee has any right, title, or interest, directly or indirectly, in whole or in part, in any material Intellectual Property owned or used by the Company.

4.14 Material Contracts. Schedule 4.14 sets forth all of the following Contracts to which the Company or its Subsidiary is a party or by which it is bound (collectively, the "**Material Contracts**"): (1) Contracts with any Seller or any current officer or director of the Company or of its Subsidiary; (2) Contracts pursuant to which any party is required to purchase or sell a stated portion of its requirements or output from or to another party; (3) Contracts for the sale of the assets of the Company or its Subsidiary other than in the Ordinary Course of Business or for the grant to any person of any preferential rights to purchase any of its material assets; (4) Contracts containing covenants of the Company or its Subsidiary not to compete in any line of business or with any other Person in any geographical area or covenants of any other Person not to compete with the Company or its Subsidiary in any line of business or in any geographical area; (5) Contracts relating to the borrowing of money, including indebtedness under capital leases; (6) any other Contracts, other than Real Property Leases, that: (i) involve, individually, the expenditure by the Company or the Subsidiary of more than $50,000 annually, (ii) are not cancelable upon 30 or fewer days notice without any liability or (iii) require performance by any party more than one year from the date hereof; (7) Contracts that provide for the receipt of payment by the Company or the Subsidiary of $100,000 or more annually; (8) Contracts requiring the Company or the Subsidiary to pay, perform, discharge or otherwise guarantee any Debt or obligation of any Person; or (9) Contracts containing any provisions that are contingent upon the occurrence of or prohibit any change in ownership of the capital stock of the Company or the Subsidiary. Except as set forth on Schedule 4.14, all of the Material Contracts and other agreements to which the Company or the Subsidiary is a party: (i) are the legal, valid and binding obligation of the Company and/or its Subsidiary, enforceable against the Company and/or the Subsidiary in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to rules of law governing specific performance, to injunctive relief, and to general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity) and (ii) to the Company's knowledge, are in full force and effect. Unless otherwise stated in Schedule 4.14, neither the Company nor the Subsidiary is in default in any material respect under any Material Contracts and to the Company's knowledge, no other party is in default under the terms of any Material Contract. True, correct and complete copies of all Material Contracts have been provided to the Purchaser.

4.15 Employee Benefits Plans.

4.15.1 Schedule 4.15.1 sets forth a correct and complete list of the following (collectively, the "**Employee Benefit Plans**"): all "employee pension benefit plans" (as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")), any "employee welfare benefit plan (as defined in Section 3(1) of ERISA) and any other written or oral plan, agreement or arrangement involving direct or indirect compensation, including insurance coverage, retirement, life and health insurance, hospitalization, severance benefits, disability benefits, holiday, vacation, severance pay, sick pay, sick leave, disability, tuition refund, service award, company car, scholarship, relocation, patent award, fringe benefit, deferred compensation, Bonuses, stock options, stock purchase, phantom stock, stock appreciation or other forms of incentive compensation or post-retirement compensation currently maintained or contributed to by the Company or its Subsidiary on behalf of employees, former employees, directors or former directors of the Company or its Subsidiary.

4.15.2 None of the Employee Benefit Plans is a "multiemployer plan," (as defined in Section 4001(a)(3) of ERISA) and at no time has the Company or any ERISA Affiliate been obligated to contribute to any multiemployer plan. As used herein, the term "**ERISA Affiliate**" shall mean any Person that is, or at any applicable time was, a member of: (1) a controlled group of corporations (as defined in Section 414(b) of the Code, (2) a group of trades or businesses under common control (as defined in Section 414(c) of the Code), or (3) an affiliated service group (as defined in Section 414(m) of the Code or the regulations under Section 414(o) of the Code), any of which includes or included the Company or its Subsidiary.

4.15.3 Neither the Company nor any ERISA Affiliate has ever maintained an Employee Benefit Plan subject to Section 412 of the Code or Title IV of ERISA.

4.15.4 All Employee Benefit Plans that are intended to be qualified under Section 401(a) of the Code have received determination letters from the IRS to the effect that such Employee Benefit Plans are qualified and the plans and the trusts related thereto are exempt from federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, no such determination letter has been revoked and revocation has not been threatened, and no such Employee Benefit Plan has been amended since the date of its most recent determination letter or application therefor in any material respect. Except as set forth in Schedule 4.15.4, all Employee Benefit Plans have, in all material respects, been operated and administered in accordance with their terms.

4.15.5 Except as set forth in Schedule 4.15.5, all filings and reports as to each Employee Benefit Plan required to have been submitted to the IRS or to the United States Department of Labor have been duly submitted. No Employee Benefit Plan has assets that include securities issued by any of the Company or any ERISA Affiliate.

4.15.6 There are no claims or Legal Proceedings (except claims for benefits payable in the normal operation of the Employee Benefit Plans and Legal Proceedings with respect to qualified domestic relations orders) against or involving any Employee Benefit Plan or asserting any rights or claims to benefits under any Employee Benefit Plan that could give rise to any material liability.

4.15.7 Schedule 4.15.7 discloses each: (1) agreement with any shareholder, director, executive officer or other key employee of the Company or its Subsidiary (i) the benefits of which are contingent, or the terms of which are altered, upon the occurrence of a transaction involving

the Company of the nature of any of the transactions contemplated by this Agreement, (ii) providing any term of employment or compensation guarantee or (iii) providing severance benefits or other benefits after the termination of employment of such director, executive officer or key employee; (2) agreement, plan or arrangement under which any Person may receive payments from the Company or its Subsidiary that may be subject to the tax imposed by Section 4999 of the Code (or any similar applicable foreign tax law) or included in the determination of such Person's "parachute payment" under Section 280G of the Code (or any similar applicable foreign tax law); and (3) other than the Phantom Stock Plans, agreement or plan binding the Company or its subsidiary, including any stock option plan, stock appreciation right plan, restricted stock plan, stock purchase plan, severance benefit plan or Employee Benefit Plan, any of the benefits of which will be increased, or the vesting of the benefits of which will be accelerated, by the occurrence of any of the transactions contemplated by this Agreement or the value of any of the benefits of which will be calculated on the basis of any of the transactions contemplated by this Agreement.

4.15.8 Except as set forth in Schedule 4.15.8, there are no unfunded obligations under any Employee Benefit Plan providing benefits after termination of employment to any employee of the Company or the Subsidiary (or to any beneficiary of any such employee), including but not limited to retiree health coverage and deferred compensation, but excluding continuation of health coverage required to be continued under Section 4980B of the Code or other applicable law (or any similar applicable foreign tax law) and insurance conversion privileges under state law. Except as set forth in Schedule 4.15.8 or as provided herein, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will, either alone or upon the occurrence of subsequent events: (1) result in any payment becoming due to any employee (current, former or retired) of the Company or the Subsidiary, (2) increase any benefits otherwise payable under any Employee Benefit Plan, (3) result in the acceleration of the time of payment or vesting of any benefits under any Employee Benefit Plan, or (4) constitute a "change in control" or similar event under any Employee Benefit Plan, for which the Purchaser, the Company or the Subsidiary shall become liable.

4.15.9 Schedule 4.15.9 sets forth the policy of the Company and its Subsidiary with respect to accrued vacation, accrued sick time and earned time off and the amount of such liabilities as of April 30, 2007.

4.16 Employees and Labor. Schedule 4.16 contains a complete and correct list of all employees employed by the Company and the Subsidiary as of 2 business days prior to the date hereof, including, each active employee and each employee classified as inactive as a result of disability, leave of absence or other absence (collectively, the "Employees"). Neither the Company nor its Subsidiary is currently a party to any collective bargaining agreement or union contract recognizing any labor organization as the bargaining agent of any Employees. To the Company's knowledge, except as set forth in Schedule 4.16, there is no union organization activity involving any of the Employees, pending or threatened. Each of the Company and its Subsidiary is in material compliance with all Laws relating to the employment of labor, including all such Laws relating to wages, hours, the Worker Adjustment and Retraining Notification Act and any similar state or local "mass layoff" or "plant closing" Law ("**WARN**"). There has been no "mass layoff" or "plant closing" (as defined by WARN) with respect to the Company or its Subsidiary within the six months prior to Closing. Except as set forth on Schedule 4.16, neither the Company nor the Subsidiary, during the last three (3) years, has experienced any material labor disputes or any material work stoppages due to labor disagreements.

4.17 Litigation. Except as set forth in Schedule 4.17, there is no Legal Proceeding pending or, to the knowledge of the Company, overtly threatened against the Company or its Subsidiary before any court, or before any governmental department, commission, board, agency, or instrumentality.

4.18 Compliance with Laws; Permits. Except as set forth on Schedule 4.18 hereto: (1) to the Company's knowledge, the Company is in compliance in all material respects with all Laws of any Governmental Body applicable to its business or operations, except where noncompliance thereof would not reasonably be expected to have a Material Adverse Effect; (2) within the past 18 months, neither the Company nor the Subsidiary has received any written or other notice of or been charged with the violation of any Laws; and (3) to the Company's knowledge, neither the Company nor the Subsidiary is under investigation with respect to the violation of any Laws. Schedule 4.18(i) contains a list of all Permits that are required for the operation of the Business as presently conducted and as presently intended to be conducted other than those the failure to hold of which would not reasonably be expected to result in a Material Adverse Effect. The Company and the Subsidiary currently have all Permits that are required for the operation of the business as presently conducted, except where failure to have any such Permit would not reasonably be expected to have a Material Adverse Effect. Except as set forth on Schedule 4.18, all of the Permits are valid and will not be lost or otherwise forfeited as a result of the purchase of the Shares by the Purchaser.

4.19 Environmental Matters.

4.19.1 Schedule 4.19.1 attached hereto sets forth a list, by date of occupancy, of all real property owned or leased by the Company or the Subsidiary at any time prior to January 1, 2003 (such real property, the "**Historical Properties**"); provided, however, that such Schedule and the definition of the term Historical Properties does not include any real property owned by an entity acquired by the Company or the Subsidiary and disposed of by such entity prior to such entity's acquisition by the Company or the Subsidiary. Other than Releases that have occurred in de minimis quantities or that in the aggregate are not material, and except as set forth on Schedule 4.19.1, no Release of Hazardous Materials in violation of any Environmental Law has occurred on any Company Properties or Historical Properties during the period of the Company's ownership, occupancy, or operation thereof in a manner or quantity that triggered or would have triggered a reporting obligation under Section 103 of CERCLA or constituted a reportable event under an existing permit, or in a manner that would reasonably be expected to require remediation by the Company under any Environmental Law, nor does the Company know of any such Release prior to the Company's ownership, occupancy or operation of any Company Properties.

4.19.2 To the knowledge of the Company, the operations of the Company presently comply and, except as set forth on Schedule 4.19.2, have at all times complied with applicable Environmental Laws except where failure so to comply would not reasonably be expected to have a Material Adverse Effect. To the knowledge of the Company, there is no condition in or under any Company Properties at the date of this Agreement ("**Current Company Properties**") that would require remediation under applicable Environmental Law. Except as set forth on Schedule 4.19.2, the Company has not received any written communication in the last 10 years from or on behalf of any Governmental Body or other third party: (1) of any noncompliance of any Current Company Properties or Historical Properties with Environmental Laws or of any condition thereon that would require remediation under applicable Environmental Law or (2) that any Current Company Properties, any Historical Properties or any property to which the Company has directly or indirectly transported or arranged for the transportation of any Hazardous Material is currently on any federal or state "Superfund" list. No Current Company Properties is on any federal or state "Superfund" list.

4.19.3 Except as set forth on Schedule 4.19.3, no administrative order, consent order, settlement agreement, suit or material citation to which the Company is a party with respect to any Environmental Law, Hazardous Materials or Hazardous Materials Contaminations has been received by the Company during the last 10 years with respect to or in connection with the operation of any Current Company Properties or, to the knowledge of the Company, Historical Properties or any off-site location to which Hazardous Materials used or generated by the Company have been transported or disposed of or have come to be located.

4.19.4 Except as set forth on Schedule 4.19.4, to the knowledge of the Company, all Hazardous Materials used, generated or disposed of by the Company in the last 10 years have been disposed in compliance in all material respects with all applicable Environmental Laws except where any such non-compliance would not reasonably be expected to have a Material Adverse Effect.

4.19.5 This Section 4.19 contains the only representations and warranties of the Company with regard to Environmental Laws or Hazardous Materials.

4.19.6 The term "Company" as used in this Section shall be deemed to include the Company and the Subsidiary.

4.20 Insurance. Schedule 4.20 sets forth a complete and accurate list of all policies of insurance of any kind or nature covering the Company or the Subsidiary or any of their respective employees, properties or assets, including, without limitation, policies of life, disability, fire, theft, workers compensations, employee fidelity and other casualty and liability insurance. All such policies are valid and in full force and effect, and neither the Company nor its Subsidiary is in default of any provision thereof, except for such defaults as would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.

4.21 Inventories; Receivables; Payables. Except as set forth in Schedule 4.21:

4.21.1 The inventories of the Company and its Subsidiary are in good and marketable condition, and are usable and saleable in the Ordinary Course of Business. Adequate reserves have been reflected in the Financial Statements for short, obsolete or otherwise unusable inventory, which reserves were calculated in a manner consistent with past practice and in accordance with GAAP consistently applied.

4.21.2 All accounts receivable of the Company and its Subsidiary have arisen from bona fide transactions in the Ordinary Course of Business consistent with past practice, including applicable reserves for returns or doubtful accounts reflected thereon, which reserves were calculated in a manner consistent with past practice and in accordance with GAAP.

4.21.3 All accounts payable of the Company and its Subsidiary reflected in the Financial Statements or arising after the date thereof are the result of bona fide transactions in the Ordinary Course of Business and have been paid or are not yet due and payable.

4.22 Major Customers and Vendors. Schedule 4.22 sets forth: (1) the names of the top 10 customers of the Company and the Subsidiary (with the term "customer", for purposes of this Section, including distributors) by dollar purchase volume during the calendar year 2006 (measured by the net amount invoiced to such party during the fiscal year of the Company and Subsidiary ended on December 31, 2006); and (2) the names and addresses of the top 10 suppliers to the Company and Subsidiary from which the Company and Subsidiary ordered raw materials, components, supplies, merchandise, finished

goods, other goods and services (collectively, "**Goods**") during calendar year 2006 by dollar purchase volume during such year (measured by the net amount invoiced to the Company and Subsidiary by such party during the fiscal year of the Company and Subsidiary ended on December 31, 2006), together with a brief description of the Goods provided. Except as set forth in Schedule 4.22, neither the Company nor the Subsidiary is engaged in any material dispute with any customers or suppliers identified on Schedule 4.22. Except as set forth in Schedule 4.22, neither the Company nor the Subsidiary has received notice of, or, to Company's knowledge, obtained credible information reasonably suggesting, the loss of a supplier or customer identified on Schedule 4.22 or the loss of any group of suppliers or customers of the Company or the Subsidiary where such loss would have a Material Adverse Effect. Except as set forth in Schedule 4.22, no supplier is the sole source of supply of any materials used by the Company or the Subsidiary.

4.23 Corporate Records. The respective minute books of the Company and the Subsidiary contain true, complete and accurate records of all meetings and accurately reflect all other corporate action of the Stockholders and directors of the Company and the Subsidiary. The stock certificate book and stock transfer ledgers are true, complete and correct.

4.24 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Company, the Subsidiary or the Sellers in connection with the transactions contemplated by this Agreement and no person is entitled to any fee or commission or like payment in respect thereof except for BMO Capital Markets.

4.25 Product Warranties. The standard product or service warranties, indemnifications and guarantees which the Company and the Subsidiary extend to customers in the Ordinary Course of Business, copies of which have been delivered to the Purchaser, are identified and described in Schedule 4.25. No warranties, indemnifications or guarantees are now in effect or outstanding with respect to the products or services manufactured, produced or performed by the Company or the Subsidiary, except for the warranties, indemnifications and guarantees identified and described in Schedule 4.25. Except for product returns, the scope and magnitude of which are consistent with the product returns experienced by the Company and the Subsidiary prior to the date hereof, to the knowledge of the Company, the products sold by the Company and the Subsidiary prior to the date hereof do not have any defects or failure rates that have given rise to material warranty, product liability or related claims.

4.26 Bank Accounts; Lockboxes. Schedule 4.26 contains a true, correct and complete list of each bank account maintained by the Company and the Subsidiary together with a true, correct and complete list of each bank or other financial institution at which any lock box for the collection of accounts receivable of the Company or the Subsidiary is maintained, together with the identity of all Persons authorized to withdraw any funds contained in such accounts or lockboxes.

4.27 No Misrepresentation. To the knowledge of the Company and the Sellers : (i), neither this Agreement (including the Schedules and Exhibits hereto) nor any document, certificate or instrument furnished in connection therewith contains, with respect to any Seller or the Company, any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein not misleading; and (ii) there is no fact known to any Sellers, the Company or the Subsidiary which has or would reasonably be expected in the future to result in a Material Adverse Effect and which has not been set forth in this Agreement (including the Schedules and Exhibits hereto).

5. REPRESENTATIONS AND WARRANTIES OF PURCHASER

The Purchaser hereby represents and warrants to the Company and each of the Sellers that:

5.1 Organization and Good Standing. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

5.2 Authorization of Agreement. The Purchaser has full corporate power and authority to execute and deliver this Agreement, each Transaction Agreement to which it is a party, and each other document, instrument or certificate contemplated by this Agreement or to be executed by the Purchaser in connection with the consummation of the transactions contemplated hereby and thereby and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by the Purchaser of this Agreement, the Transaction Agreements and each other agreement to be executed and delivered by the Purchaser in connection with the consummation of the transactions contemplated hereby has been duly authorized by all necessary corporate action on behalf of the Purchaser. This Agreement has been, and the Transaction Agreements to be executed and delivered by the Purchaser in connection with the consummation of the transactions contemplated hereby will be at or prior to the Closing, duly executed and delivered by the Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and the Transaction Agreements to be executed and delivered by the Purchaser in connection with the consummation of the transactions contemplated hereby when so executed and delivered will constitute, legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to rules of law governing specific performance, to injunctive relief and to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

5.3 Conflicts; Consents of Third Parties.

5.3.1 Except as set forth on Schedule 5.3.1 hereto, neither of the execution and delivery by the Purchaser of this Agreement and the Transaction Agreements executed and delivered by the Purchaser in connection with the consummation of the transactions contemplated hereby, nor the compliance by the Purchaser with any of the provisions hereof and thereof will: (1) conflict with, or result in the breach of, any provision of the constituent documents of the Purchaser, (2) conflict with, violate, result in the breach of, or constitute a default under any Contract, instrument or Permit or other obligation to which the Purchaser is a party or by which the Purchaser or its properties or assets are bound or (3) violate any statute, rule, regulation, order or decree of any governmental body or authority by which the Purchaser is bound, except, in the case of clauses (2) and (3), for such violations, breaches or defaults as would not have a material adverse effect on the business, properties, results of operations, conditions (financial or otherwise) of the Purchaser and its subsidiaries, taken as a whole.

5.3.2 Except as set forth in Schedule 5.3.2, no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Body is required on the part of the Purchaser in connection with the execution and delivery of this Agreement or the compliance by the Purchaser of any of the provisions hereof, the consummation of the transactions contemplated hereby or the taking of any other action contemplated hereby, except for compliance with the applicable requirements of the HSR Act and the rules and regulations promulgated thereunder.

5.4 Litigation. There is no Legal Proceeding pending or, to the knowledge of the Purchaser, threatened against the Purchaser or its Affiliates, which, if adversely determined, is reasonably likely to prohibit or restrain the ability of the Purchaser to enter into this Agreement or consummate the transactions contemplated hereby.

5.5 Investment Intention. The Purchaser is acquiring the Shares for its own account, for investment purposes only and not with a view to the distribution (as such term is used in Section 2(11) of the Securities Act of 1933, as amended (the "**Securities Act**"). The Purchaser understands that the Shares have not been registered under the Securities Act and cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available.

5.6 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Purchaser in connection with the transactions contemplated by this Agreement and no person is entitled to any fee or commission or like payment in respect thereof.

5.7 Financial Resources. The Purchaser has sufficient financial resources to consummate the transactions contemplated by this Agreement.

6. COVENANTS

6.1 Access to Information. Prior to the Closing Date, the Purchaser shall be entitled, through its officers, employees and representatives (including, without limitation, its legal advisors and accountants), to make such investigation of the properties, businesses and operations of the Company and its Subsidiary and such examination of the books, records and financial condition of the Company and its Subsidiary as it reasonably requests and to make extracts and copies of such books and records. Any such investigation and examination shall be conducted during regular business hours and under reasonable circumstances, and the Sellers shall cooperate, and shall direct the Company and its Subsidiary to cooperate, fully therein. In order that the Purchaser may have full opportunity to make such physical, business, accounting and legal review, examination or investigation as it may reasonably request of the affairs of the Company and its Subsidiary, the Sellers shall direct the officers, employees, consultants, agents, accountants, attorneys and other representatives of the Company and its Subsidiary to cooperate fully with such representatives in connection with such review and examination.

6.2 Conduct of Business Pending Closing.

6.2.1 Except as otherwise expressly contemplated by this Agreement or with the prior written consent of the Purchaser, the Sellers shall, and shall direct the Company and its Subsidiary to:

(1) conduct the business of the Company and its Subsidiary only in the Ordinary Course of Business;

(2) use its commercially reasonable best efforts to: (i) preserve its present business operations, organization (including, without limitation, management and the sales force) and goodwill of the Company and its Subsidiary; and (ii) preserve its present relationship with Persons having material business dealings with the Company and its Subsidiary; and

(3) maintain the books, accounts and records of the Company and its Subsidiary in the Ordinary Course of Business.

6.2.2 Except as set forth in Section 6.2.3 and except as otherwise expressly contemplated by this Agreement or with the prior written consent of the Purchaser, the Sellers shall not, and shall cause the Company and its Subsidiary not to:

(1) declare, set aside, make or pay any dividend or other distribution in respect of the capital stock of the Company or repurchase, redeem or otherwise acquire any outstanding shares of the capital stock or other securities of, or other ownership interests in, the Company or its Subsidiary;

(2) transfer, issue, sell or dispose of any shares of capital stock or other securities of the Company or its Subsidiary or grant options, warrants, calls or other rights to purchase or otherwise acquire shares of the capital stock or other securities of the Company or its Subsidiary;

(3) effect any recapitalization, reclassification, stock split or like change in the capitalization of the Company or its Subsidiary;

(4) amend the Organizational Documents;

(5) enter into any Contract that, upon execution, would constitute a Material Contract;

(6) incur, assume or guarantee any Debt other than in the Ordinary Course of Business;

(7) create, assume or incur any Lien on any material asset of the Company or the Subsidiary other than the Permitted Exceptions;

(8) grant any increase in compensation or benefits to employees or officers of the Company or the Subsidiary, pay any severance or termination pay or any bonus, enter into or amend any severance agreements or change in control agreements with officers or employees of the Company or the Subsidiary;

(9) adopt any new Employee Benefit Plans or amend or terminate any existing Employee Benefit Plans (other than as set forth in all of the Schedules to Section 4.15);

(10) acquire any material properties or assets or sell, assign, transfer, convey, lease or otherwise dispose of any of the material properties or assets of the Company and its Subsidiary;

(11) permit the Company or its Subsidiary to enter into or agree to enter into any merger or consolidation with, any corporation or other entity, or engage in any material new line of business or invest in, make a loan, advance or capital contribution to, or otherwise acquire the securities of any other Person; or

(12) take any other action or omit to take any other action that would reasonably be expected to have a Material Adverse Change.

6.2.3 Notwithstanding Sections 6.2.1 and 6.2.2, but subject to the Shareholders Agreement, the Phantom Stock Plans and applicable law, at any time prior to the Closing Date, the Sellers may cause the Company and the Subsidiary: (1) to pay the bonuses described in Section 4.9; and (2) to distribute, and the Company and the Subsidiary may distribute, any amount to the Sellers (including, without limitation, distributions to enable the Sellers to pay Taxes or estimated Taxes based upon the operations of the Company and the Subsidiary);

provided that, notwithstanding the foregoing, the Sellers shall not cause the Company or the Subsidiary to pay such bonuses or make any distribution if and to the extent that, following such bonus payment or distribution, the aggregate amount of cash or immediately available funds held in all bank accounts maintained by the Company and the Subsidiary is less than the aggregate dollar amount of all outstanding checks written, as well as all payment instructions (including standing and automatic payment instructions) given, by the Company or the Subsidiary and not yet debited from the actual amount of the funds held by the Company and the Subsidiary in such bank accounts.

6.2.4 Notwithstanding Sections 6.2.1 and 6.2.2, the Sellers shall cause the Company and the Subsidiary, as the case may be, to: (1) pay in full, prior to the Closing Date, all amounts payable to members of the Board of Directors of the Company and members of the Board of Directors of the Subsidiary for services rendered on or prior to the Closing Date; and (2) insure that, following the payment of the amounts described in Section 6.2.4(1) above, the aggregate amount of cash or immediately available funds held in all bank accounts maintained by the Company and the Subsidiary is not less than the aggregate dollar amount of all outstanding checks written, as well as all payment instructions (including standing and automatic payment instructions) given by the Company or the Subsidiary and not yet debited from the actual amount of the funds held by the Company and the Subsidiary in such bank accounts.

6.3 No Solicitation. None of the Company, the Subsidiary, the Sellers' or any of their respective directors, officers, employees or agents, as the case may be, shall, directly or indirectly, encourage, solicit, initiate or enter into any discussions or negotiations concerning, any disposition of all or substantially all of the Shares or assets of the Company or the Subsidiary (other than pursuant to this Agreement), or any proposal therefor, or furnish or cause to be furnished any information concerning the Shares, the Company or the Subsidiary to any party in connection with any transaction involving the acquisition of the Shares or the assets of the Company or the Subsidiary by any person other than the Purchaser. The Sellers will promptly inform the Purchaser of any inquiry (including the terms thereof and the Person making such inquiry) that any Seller, the Company or the Subsidiary may receive or learn of in respect of any such proposal.

6.4 Consents. The Company shall use its commercially reasonable best efforts, and the Purchaser shall cooperate with the Company and the Sellers, to obtain at the earliest practicable date all consents and approvals required to consummate the transactions contemplated by this Agreement, including, without limitation, the consents and approvals referred to in Section 4.5.2 hereof.

6.5 Filings with Governmental Bodies. Each of the Purchaser, the Company (if necessary) and the Indemnifying Sellers shall: (1) make or cause to be made all filings required of each of them or any of their respective Affiliates under the HSR Act or other applicable antitrust Laws with respect to the transactions contemplated hereby as promptly as practicable and, in any event, not later than 10 Business Days after the date of this Agreement in the case of all filings required under the HSR Act and within four weeks in the case of all other filings (if any) required by other such antitrust Laws; (2) comply at the earliest practicable date with any request under the HSR Act or other such antitrust Laws for additional information, documents, or other materials received by each of them or any of their respective subsidiaries from the Federal Trade Commission (the "**FTC**"), the Antitrust Division or any other Governmental Body in respect of such filings or such transactions; and (3) cooperate with each other in connection with any such filing (including, to the extent permitted by applicable law, providing copies of all such documents to the non-filing parties prior to filing and considering all reasonable additions, deletions or changes suggested in connection therewith). The filing fees payable in connection with the filing of the HSR Act Notification and Report form shall be paid by the Purchaser.

6.6 Discharge of Liens. On or before the Closing Date, the Sellers will take such action as may be necessary to discharge any Lien (other than Permitted Exceptions) on the assets and properties of the Company and the Subsidiary.

6.7 Section 338(h)(10) Election. Subject to compliance by the Purchaser with the Tax Timetable, with respect to the acquisition of the Shares hereunder, the Purchaser reserves the right to make an election under Section 338(h)(10) of the Code at any time on or prior to the due date for making any such election as provided for by Section 338(h)(10) of the Code and the Regulations thereunder; provided, however, that the Sellers shall have no obligation to cooperate with the Purchaser with respect to such an election if (1) the Purchaser has not complied in all material respects with the requirements of the Tax Timetable required to be performed by the Purchaser or (2) the Sellers have not received the Tax Indemnification Payment by April 11, 2008. If the Purchaser makes such election and the Purchaser makes the Tax Indemnification Payment (as defined below) to each of the Sellers, the Sellers and the Purchaser shall jointly make an election under Section 338(h)(10) of the Code (and any corresponding elections under state or local tax law) (collectively, a "**Section 338(h)(10) Election**"). The term "**Tax Indemnification Payment**" shall mean, for each Seller, the amount that the Purchaser shall be required to pay to such Seller equal to the aggregate amount reasonably required to reimburse such Seller on a net, after-tax basis for any cost, loss, liability or expense (including any increase in liability for Taxes, penalties, and interest and any reasonable legal and accounting fees) reasonably incurred in connection with: (1) the aforesaid Section 338(h)(10) Election, and (2) the receipt not later than April 11, 2008 by such Seller from the Purchaser of the Tax Indemnification Payment. If the Purchaser makes a Tax Indemnification Payment to a Seller (or, as provided by the following paragraph), to the Tax Escrow Agent on or prior to April 11, 2008, such Seller will take, and will cooperate with the Purchaser and with each other Seller to take, all actions necessary and appropriate (including filing such forms, returns, elections, schedules and other documents as may be required) to effect and preserve a timely Section 338(h)(10) Election in accordance with the Code and the regulations thereunder, or any successor provisions. If the Purchaser has elected to make the Section 338(h)(10) Election, and makes the Tax Indemnification Payment to each of the Sellers, the Sellers and the Purchaser shall, for Tax purposes, report the sale of the Shares pursuant to this Agreement in a manner which is consistent with the Section 338(h)(10) Election and shall take no position contrary thereto or inconsistent therewith in any Tax return or in any discussion with or proceeding before any taxing authority, or otherwise. Promptly after deciding to make a Section 338(h)(10) Election, the Purchaser shall notify the Sellers in writing of such decision so that each Seller has sufficient time to calculate the Tax Indemnification Payment to be made by the Purchaser to such Seller but in no event later than the date specified in the Tax Timetable. As soon as practicable following the receipt by such Seller of the irrevocable written notice from the Purchaser of its decision to make the 338(h)(10) Election, but in any event not later than the date specified in the Tax Timetable for the same, each Seller shall deliver a written statement containing the amount of the Tax Indemnification Payment which is claimed to be due to such Seller and the manner in which the amount of such Tax Indemnification Payment has been calculated to the Purchaser.

If the Purchaser disagrees with a Seller's calculation of the Tax Indemnification Payment, then the Purchaser shall pay (1) to such Seller the amount of the Tax Indemnification Payment as calculated by the Purchaser for such Seller (the "**Purchaser's Amount**") and (2) to the Tax Escrow Agent an amount equal to (i) the amount of the Tax Indemnification Payment which the Purchaser disagrees with (and as calculated by such Seller) less (ii) the Purchaser's Amount. The Tax Escrow Agent shall agree to hold the Purchaser's Amount for the Purchaser and such Seller until the Purchaser and such Seller resolve their differences with respect to the amount of the disputed Tax Indemnification Payment in accordance with the procedures described in Section 2.3.4 (with respect to the calculation of the Closing Net Working Capital). Upon payment by the Purchaser to the Tax Escrow Agent of the amount of the disputed Tax Indemnification Payment, the Seller that has computed the Tax Indemnification Payment which is in

dispute shall take, and cooperate with the Purchaser and each other Seller to take, all actions necessary and appropriate to effect and preserve a timely Section 338(h)(10) Election.

By way of clarification, if the Purchaser elects to make the Section 338(h)(10) Election, the Tax Indemnification Payment that is to be made by the Purchaser to each such Seller shall be computed individually for each such Seller, in an amount which is not only necessary to offset fully any additional Tax (whether denominated as income, excise, sales or use, transfer, Built-In Gains (net of any deduction available to the Sellers which is attributable to the Company's payment of such Built-in-Gains Tax), penalty and interest or other Tax and regardless of whether such additional Tax, penalty or interest is imposed by any Federal, state or local governmental authority) incurred by such Seller as a result of the Section 338(h)(10) Election having been made, but also any additional Tax (whether denominated as income, excise, sales or use, transfer, Built-In Gains (net of any deduction available to the Sellers which is attributable to the Company's payment of such Built-in-Gains Tax), penalty or interest or other Tax and regardless of whether such additional Tax is imposed by any Federal, state or local governmental authority) attributable to the receipt by each such Seller of the Tax Indemnification Payment. The Tax Indemnification Payment for a Seller shall be paid by wire transfer of immediately available funds to such Seller (or, if applicable, to the Tax Escrow Agent) at the Account specified in the Wiring Instructions, no later than April 11, 2008. By way of further clarification, it is the intention of all the parties that the Tax Indemnification Payment that will be paid by the Purchaser to each of the Sellers will be an amount sufficient so that each Seller will receive the same after-tax proceeds from the sale of its Shares, after payment of all such additional Taxes (including penalties, interest, and reasonable legal and accounting fees), that it would have received had the Section 338(h)(10) Election not been made. If any subsequent adjustment made by any taxing authority to the Taxes payable as a result of the Section 338(h)(10) Election increases the Taxes payable by the Sellers as a result of the 338(h)(10) Election, other than any adjustment to the amount of the aggregate payments by the Company under the Phantom Stock Plans which is deductible, the Purchaser shall pay an amount to the Sellers to compensate for such increase within 30 days of written demand by the Sellers Representative. If any such adjustment causes a decrease in the Taxes payable by the Sellers as a result of the Section 338(h)(10) Election, then the Sellers shall reimburse the Purchaser for such amount within 30 days following Purchaser's delivery of written notice of such determination to the Sellers' Representative.

If the Purchaser elects to make the Section 338(h)(10) Election, then the consideration paid for the Shares (and any other amounts required to be capitalized pursuant to Section 338 of the Code) shall be allocated among the Company's and Subsidiary's assets in accordance with the principles of Section 338 of the Code and the regulations thereunder. The Purchaser shall prepare, using its goods faith efforts, and deliver to the Sellers a proposed allocation of such consideration in accordance with the Tax Timetable. Unless, within 10 days from receipt thereof, the Sellers disagree in writing with such allocation, the amount so allocated to each asset shall be as proposed by the Purchaser and shall constitute the agreed upon allocation. The Purchaser and the Sellers shall utilize the allocation of consideration described in and agreed upon pursuant to this Section 6.7 in the preparation of all Tax Returns or forms and for all other Tax purposes, including, but not limited to, the preparation of IRS Form [8883. Neither the Purchaser nor the Sellers shall agree to any adjustment relating to the manner in which the consideration has been allocated as set forth in this Section 6.7 without the prior written approval of the other, which approval shall not be unreasonably withheld. The parties agree to consult and resolve in good faith any disputes in allocating the consideration under this Section 6.7. Any adjustment to the Purchase Price paid pursuant to this Agreement shall result in an appropriate adjustment to such allocation.

For purposes of the Tax Indemnification Payment (including the calculation thereof) under this Section 6.7, the terms "Seller" and "Sellers" shall mean the grantor, the beneficiaries or any other deemed owner of such Seller.

6.8 Tax Benefit Payment.

6.8.1 If the Purchaser does not elect to make a Section 338(h)(10) Election as contemplated by Section 6.7, then the Purchaser shall, not later than the due date (without extension) for filing its Tax Return for the year ending December 31, 2007, pay to each of the Sellers, a Pro Rata portion of the Tax Benefit that will be available to the Company and/or the Purchaser (or their respective successors or assignees) for the tax period ending December 31, 2007, arising from the aggregate amount paid by the Company or the Purchaser (or their respective successors or assignees) and included in the calculation of the Tax Benefit.

6.8.2 In addition, if the Purchaser does not elect to make a Section 338(h)(10) Election, the Sellers shall, promptly following the last day for filing of the Section 338(h)(10) Election set forth in the Tax Timetable, take such action as may be necessary to apply to the applicable Governmental Body for a refund of the full amount of the payment, if any, made by the Purchaser as an estimate of the amount of the Built-in-Gains Tax payable by the Company. If and to the extent that the amount of any refund received by the Company is less than the payment made by the Purchaser as an estimate of the Built-in-Gains Tax payable by the Company, the Sellers shall, jointly and severally pay to the Company, within 30 days following delivery by the Purchaser to the Sellers' Representative of a written demand for payment, the amount by which the amount paid by the Purchaser as an estimate of the Built-in-Gains Tax payable by the Company exceeds the amount of the refund received by the Company.

6.8.3 If the Purchaser makes a Section 338(h)(10) Election and the IRS denies a deduction to the Sellers on their final S Corporation Tax Return for all or any part of the payments made to the PSP Holders, the Purchaser shall cause the Company to pay to the Sellers the Tax Benefit, if any, attributable to the Company's deduction of the portion of the payment made to the PSP Holders that was disallowed by the IRS but only if the IRS approves a full current deduction to the Purchaser, for the first Tax period following the Closing Date, of the portion of the Phantom Stock Plan payment for which the deduction has been disallowed to the Sellers, in addition to a deduction as goodwill of an amount equal to: (1) the portion of the Purchase Price used to make the Phantom Stock Payments; reduced by (2) the portion of the Phantom Stock Plan payment which the IRS has approved as being deductible by the Purchaser. The payment required to be made by the Company to the Sellers pursuant to this Section 6.8.3 shall be paid to the Sellers not later than 30 days after the IRS allows the Purchaser or the Company to claim such deduction.

6.9 Payment of Withholding Taxes. On the Closing Date the Sellers and the Purchaser shall cooperate with each other and take such action as may be reasonably required to cause the employee portion of all applicable withholding taxes payable in connection with the payments made under the Phantom Stock Plans and the employer portion of all applicable withholding taxes payable in connection with the payments made under the Phantom Stock Plans to be paid, on the Closing Date by check or other payment authorization, from funds paid to the Company by Purchaser pursuant to Section 2.4.4.

6.10 Post Closing Severance Payments. The Sellers shall be responsible for and pay, promptly following the Closing Date, any and all severance payments payable to the individuals identified in Schedule 6.10 as required by the Terms of Florence Corporation's Non-Solicitation, Non-Competition and Confidentiality Agreement.

6.11 Other Actions. Each of the Sellers and the Purchaser shall use commercially reasonable efforts to (i) take all actions necessary or appropriate to consummate the transactions contemplated by this Agreement and (ii) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement.

6.12 Preservation of Records. Subject to Section 10.2 hereof (relating to the preservation of Tax records), the Sellers and the Purchaser shall preserve and keep the records held by them relating to the business of the Company and its Subsidiary for a period of 7 years from the Closing Date and shall make such records and personnel available to the other as may be reasonably required by such party in connection with, among other things, any insurance claims by, legal proceedings against or governmental investigations of the Sellers or the Purchaser or any of their Affiliates or in order to enable the Sellers or the Purchaser to comply with their respective obligations under this Agreement.

6.13 Publicity. Prior to the Closing Date, none of the Sellers, the Company, the Subsidiary, nor the Purchaser shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other party hereto, which approval will not be unreasonably withheld or delayed, unless, in the sole judgment of the Purchaser or the Sellers, disclosure is otherwise required by applicable Law or by the applicable rules of any stock exchange, provided that, to the extent required by applicable Law, the party intending to make such release shall use its best efforts consistent with such applicable Law to consult with the other party with respect to the text thereof. Following the Closing, the Purchaser shall use its best efforts consistent with applicable law to consult with the Sellers' Representative and the PR Holder regarding any regulatory filings, including securities laws filings, regarding the transactions contemplated by this Agreement, and, if this Agreement or any portion hereof is required to be included in any such filing, any redactions of provisions of this Agreement.

6.14 Environmental Matters. The Company shall permit, and the Sellers shall cause the Company to permit, the Purchaser and the Purchaser's environmental consultant, to conduct a Phase I investigation of the environmental conditions of any real property owned, operated or leased by or for the Company or its Subsidiary and the operations conducted thereat (subject to any limitations contained in valid, previously executed leases).

6.15 Updated Schedules. All of the Schedules shall be updated by the Company and the Sellers, as provided in this Section 6.15, and delivered to the Purchaser at the Closing (collectively, the "**Updated Schedules**"). The Updated Schedules shall be updated as of the Closing Date to reflect changes occurring between the date hereof and the Closing Date to the information set forth in relation to the corresponding representations and warranties; provided, that, no such changes or Updated Schedules shall have a Material Adverse Effect on the representations and warranties (and corresponding Schedules) made as of the date hereof and, without the consent of the Purchaser, no such changes or Updated Schedules shall be deemed or construed to cure any breach of any representation or warranty made as of the date hereof.

6.16 Confidentiality. The parties hereto shall not, without the prior written consent of the other parties hereto disclose or acquiesce in the disclosure by any person or entity, or use or enable the use to the competitive detriment of the other parties hereto, any non-public information regarding the other parties hereto or the financial condition of such other parties, contained in any documents or otherwise furnished at any time pursuant to the provisions of this Agreement, including, without limitation, all information and documents furnished pursuant to Sections 6.7, 6.8 and 9, except to the legal counsel, accountants, financial advisors, investment bankers and the other authorized agents and representatives of the parties hereto, and to such persons only to the extent required for activities directly related to the obligations of the receiving parties under this Agreement, except to the extent such information has been publicly disclosed or is otherwise in the public domain or is required to be disclosed by law or by a court of competent jurisdiction or Governmental Authority.

7. CONDITIONS TO CLOSING

7.1 Conditions Precedent to Obligations of Purchaser. The obligation of the Purchaser to consummate the transaction contemplated by this Agreement is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by the Purchaser in whole or in part to the extent permitted by applicable law):

(1) all representations and warranties of the Company and the Sellers contained herein qualified as to materiality shall be true and correct, and the representations and warranties of the Company and the Sellers contained herein not qualified as to materiality shall be true and correct in all material respects, at and as of the Effective Time with the same effect as though those representations and warranties had been made again at and as of that time;

(2) the Company and the Sellers shall have performed and complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by them on or prior to the Closing Date;

(3) the Purchaser shall have been furnished with certificates (dated the Closing Date and in form and substance reasonably satisfactory to the Purchaser) executed by each Seller certifying as to the fulfillment of the conditions specified in Sections 7.1.(1) and 7.1.(2) hereof;

(4) the Purchaser shall have been furnished with certificates from the Company, executed by its President and Secretary, certifying as to the fulfillment of the conditions specified in Sections 7.1(1) and 7.1(2) hereof;

(5) no action, suit or proceeding shall have been instituted by any Person before any Governmental Body seeking to restrain, modify or prevent the carrying out of the transactions contemplated hereby, or seeking damages or a discovery order in connection with such transactions, or that has or may have, in the reasonable opinion of the Purchaser, a Material Adverse Effect;

(6) certificates representing 100% of the Shares shall at the Closing be validly delivered and transferred to the Purchaser;

(7) the Purchaser shall have obtained all consents and waivers referred to in Section 5.3 hereof with respect to the transactions contemplated by this Agreement and the Purchaser Documents;

(8) except for bonus payments and distributions permitted under Section 6.2.3, there shall not have been or occurred any Material Adverse Change between the date of this Agreement and the Closing Date;

(9) the Sellers shall have obtained all consents and waivers referred to in Section 4.5 hereof, in a form reasonably satisfactory to the Purchaser, with respect to the transactions contemplated by this Agreement and the Seller Documents;

(10) the Sellers shall have provided the Purchaser with an affidavit of non-foreign status that complies with Section 1445 of the Code;

(11) the Purchaser shall have received the items set forth in Section 8.1; and

(12) the waiting period under the HSR Act shall have expired or early termination shall have been granted.

7.2 Conditions Precedent to Obligations of Sellers. The obligations of the Sellers to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by the Sellers in whole or in part to the extent permitted by applicable law):

(1) all representations and warranties of the Purchaser contained herein qualified as to materiality shall be true and correct, and all representations and warranties of the Purchaser contained herein not qualified as to materiality shall be true and correct in all material respects, at and as of the Effective Time with the same effect as though those representations and warranties had been made again at and as of that date;

(2) the Purchaser shall have performed and complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by the Purchaser on or prior to the Closing Date;

(3) the Sellers shall have been furnished with certificates (dated the Closing Date and in form and substance reasonably satisfactory to the Sellers) executed by the President and Chief Financial Officer of the Purchaser certifying as to the fulfillment of the conditions specified in Sections 7.2.(1) and 7.2.(2);

(4) there shall not be in effect any order by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;

(5) the waiting period under the HSR Act shall have expired or early termination shall have been granted;

(6) the Sellers shall have received a copy of each agreement, amendment or other document that, as of the Closing Date, terminates, assigns, transfers or otherwise amends, modifies or supplements any existing agreement, instrument or document relating to the IRB and to which the Company or the Subsidiary is a party; and

(7) the Sellers' Representative shall have received the items set forth in Section 8.2, in form and substance satisfactory to the Sellers' Representative.

8. DOCUMENTS TO BE DELIVERED

8.1 Documents to Be Delivered by Sellers. At the closing, the Sellers shall deliver, or cause to be delivered, to the Purchaser the following:

(1) stock certificates representing the Shares, duly endorsed in blank or accompanied by stock transfer powers and with all requisite stock transfer tax stamps attached;

(2) the certificates referred to in Section 7.1(3) and 7.1(4);

(3) the opinion of Masuda, Funai, Eifert & Mitchell, Ltd., special counsel to the Sellers, in a form customary for transactions of the type contemplated by this Agreement;

(4) copies of all consents and waivers referred to in Section 7.1.(7) hereof;

(5) a duly executed W-9 from each beneficiary of each Seller;

(6) certificates of good standing with respect to the Company issued by the Secretary of the State of Illinois and with respect to the Subsidiary issued by the Secretary of State of Kansas;

(7) a written resignation from each director and officer of the Company and the Subsidiary;

(8) an employment arrangement between David Dailey and the Company (including a release and non-competition agreement) satisfactory to the Purchaser and David Dailey;

(9) from each Employee that is a party to a Salary Continuation Death Benefit Only Plan, an executed waiver and release of the requirement set forth in the paragraph thereto entitled "Successor Companies";

(10) the Escrow Agreement, duly executed by the Seller's Representative (on behalf of the Sellers), the PR Holder and the Escrow Agent;

(11) from each of Lloyd Schooley, Darlene Schooley, Deborah Schooley, David Schooley, Douglas Schooley and Darren Schooley, a duly executed Non-Competition Agreement;

(12) from Lloyd Schooley, such documents as may be required to release the Company from any obligation to pay Lloyd Schooley any amount he might be entitled to receive from the Company under the terms of the Lloyd Schooley Deferred Compensation Plan; provided that, nothing in this Section shall be deemed to require that Lloyd Schooley release his right to receive any payments he may be entitled to under the profit sharing plan maintained by the Company, under the 401(k) plan maintained by the Company, under the individual retirement account established for Lloyd Schooley in connection with the termination of the defined benefit pension plain maintained by the Company or under the trust established in connection with the Lloyd Schooley Deferred Compensation Plan;

(13) a termination of the Shareholders Agreement;

(14) the Wiring Instructions; and

(15) such other documents as the Purchaser shall reasonably request.

8.2 Documents to Be Delivered by Purchaser. At the Closing, the Purchaser shall deliver to the Sellers the following:

(1) evidence of the wire transfers referred to in Section 2.4 hereof;

(2) the certificates referred to in Section 7.2.(3) hereof;

(3) a certificate from the Secretary of the Purchaser to which is attached a true and correct copy of each the constituent documents of the Purchaser;

(4) the Escrow Agreement, duly executed by the Purchaser and the Escrow Agent;

(5) the opinion of Lippes Mathias Wexler Friedman LLP, special counsel to the Purchaser, in a form customary for transactions of the type contemplated by this Agreement; and

(6) such other documents as the Sellers shall reasonably request.

9. INDEMNIFICATION

9.1 Indemnification.

9.1.1 Indemnification by Sellers. Subject always to Sections 9.2 and 9.3, each Indemnifying Seller, severally, but not jointly, in proportion to such Indemnifying Seller's Pro Rata share of the Indemnified Losses (as defined below), and the Company shall indemnify and hold the Purchaser, the Company, the Subsidiary and their respective directors, officers, employees, Affiliates, agents, successors and assigns (collectively, the "**Purchaser Affiliates**") harmless from and against any and all notices, actions, causes of action, suits, proceedings, claims, demands, obligations, assessments, judgments, damages, losses, costs, penalties and expenses, including reasonable attorneys' and other professionals' fees and disbursements (collectively, "**Indemnified Losses**") resulting from:

(1) the failure of any representation or warranty of the Indemnifying Sellers or the Company set forth in Section 4 hereof, other than representations and warranties contained in Section 4.10, or any representation or warranty contained in any certificate delivered by or on behalf of the Sellers or the Company pursuant to this Agreement, to be true and correct as of the date made;

(2) the failure prior to the Closing Date of the Company to file on a timely basis any required Form 5500 Annual Return/Reports of any Employee Benefit Plan that was required to be filed by the Company prior to the Closing Date for any Employee Benefit Plan that is a welfare benefit plan under Section 3(1) of ERISA and the regulations thereunder, including any penalties that may be imposed upon the Company for late filings of such Form 5500 Annual Returns/Reports permitted under the U.S. Department of Labor Delinquent Filer Voluntary Compliance (DFVC) Program;

(3) the breach of any covenant or other agreement on the part of the Sellers under this Agreement or any other agreement entered into between the Company and the Sellers or any of the beneficiaries of the trusts comprising the Sellers in connection with the closing of the transactions contemplated by this Agreement*;* and

(4) (i) the failure of any representation or warranty made by the Indemnifying Sellers or the Company in Section 4.10 hereof to be true and correct; and (ii) any Taxes payable by the Company or the Subsidiary for any Tax period (or portion thereof) ending prior to or on the Closing Date (if a Section 338(h)(10) Election is made) or the day prior to the Closing Date (if no Section 338(h)(10) Election is made) to the extent such Taxes are not taken into account as a current liability for purposes of determining Net Working Capital (other than the amount of Taxes payable by the Company pursuant to Section 1374 of the Code if a Section 338(h)(10) Election is made). For this purpose, in the case of a Tax period that begins before and ends after the Closing Date, the amount of Taxes attributable to the period prior to the Closing Date shall be determined (A) in the case of any Taxes based on or measured by income or receipts, by closing the books of the

Company and the Subsidiary as of the close of business on the Closing Date (if a Section 338(h)(10) Election is made) or the day prior to the Closing Date (if no Section 338(h)(10) Election is made) and (B) in the case of all other Taxes, by multiplying such Taxes by a fraction the numerator of which is the number of days from the beginning of such Tax period through the close of business on the Closing Date (if a Section 338(h)(10) Election is made) or the day prior to the Closing Date (if no Section 338(h)(10) Election is made) and the denominator of which is the total number of days in such Tax period.

9.1.2 Indemnification by Purchaser. Subject always to Section 9.2 and 9.3, the Purchaser shall indemnify and hold each of the Sellers, the PSP Holders and their respective Affiliates, agents, successors and assigns harmless from and against any and all Indemnified Losses resulting from:

(1) the failure of any representation or warranty of the Purchaser set forth in Section 5, or any representation or warranty contained in any certificate delivered by or on behalf of the Purchaser pursuant to this Agreement, to be true and correct as of the date made;

(2) the breach of any covenant or other agreement on the part of the Purchaser under this Agreement;

(3) any event, circumstance, occurrence or condition that occurs on or after the Closing Date and is attributable to the ownership, holding, leasing, possession, operation, transfer, disposition, shutting down, liquidation or abandonment directly or indirectly by the Purchaser, on or after the Closing Date of: (i) any of the Shares; (ii) the assets of the Company or the Subsidiary; (iii) the trade or business of the Company or the Subsidiary; or (iv) the operations, results of operations, financial reporting or tax assets or liabilities of the Company or the Subsidiary; or

(4) if the Purchaser has notified the Seller of the Purchaser's decision to make a Section 338(h)(10) Election, the failure of the Purchaser: (i) to make such election (other than as a result of the Sellers' failure to perform their obligations under Section 6.7) or (ii) to pay the Tax Indemnification Payment to the Sellers on or prior to April 11, 2008.

9.1.3 Furthermore, from and after the Closing Date, the Company and the Subsidiary shall indemnify and hold harmless the current and former directors and officers of the Company and the Subsidiary for actions or omissions by such Persons in their capacities as directors and officers of the Company or the Subsidiary, and provide to the current and former directors and officers of the Company and the Subsidiary exculpation or advancement of expenses existing in favor of current and former directors and of the Company and the Subsidiary, to the same extent and subject to the same conditions provided under the "**Organization Documents**" as in effect on the date of this Agreement and relating to acts or omissions occurring at or prior to the Effective Time; provided, however, that (1) any determination required to be made with respect to whether an indemnified Person's conduct complies with standards set forth in (as applicable) the Illinois Business Corporation Act, as amended, the Kansas General Corporation Code, as amended, or the Organizational Documents, as the case may be, shall be made by independent legal counsel selected by the indemnified Person, paid for by the Company, and reasonably acceptable to the Purchaser; (2) the provisions of this Section 9.1.3 shall not limit or impair any other claims or rights available to any indemnified Person; and (3) the provisions of this Section 9.1.3 and the obligations of the Purchaser, the Company and the Subsidiary hereunder shall not limit, impair or

supersede any claims or rights of the Purchaser under Section 9.1.2. The provisions of this Section 9.1.3 are intended to be for the benefit of, and shall be enforceable by, the Company's and the Subsidiary's current and former directors and officers.

9.2 Limitations on Indemnification.

9.2.1 Provided that no claim for payment of a Tax Indemnification Payment has been made by a Seller against the Purchaser, the obligation of the Purchaser to pay to each Seller the amount of the Tax Indemnification Payment shall terminate and expire 60 days following the expiration of the statute of limitations applicable to the assessment and collection of Taxes for the tax year of the Sellers in which the Closing Date occurs.

9.2.2 The Indemnifying Sellers shall not have any liability under Section 9.1.1 nor shall the Purchaser be entitled to indemnification for any Indemnified Losses based upon, attributable to or resulting from matters within the actual knowledge of the Purchaser at the Effective Time or accounted for or included in the calculation of the Purchase Price pursuant to the procedures of Section 2.3. Notwithstanding anything to the contrary contained in Section 9.1.1, the obligation of the Company to indemnify any party identified in Section 9.1.1, shall terminate, expire and cease to exist at the Effective Time.

9.2.3 Except as otherwise set forth above, an Indemnifying Party shall not have any liability under Section 9.1.1(1) or Section 9.1.2(1) hereof unless: (1) the aggregate amount of Indemnified Losses to the indemnified parties ("**Collectible Damages**"), as finally determined to arise thereunder resulting from the failure of any representation or warranty to be true and correct exceeds $15,000 (each breach, non-fulfillment or other indemnified matter described in Section 9.1.1(1) or Section 9.1.2(1) for which the Collectible Damages exceeds such amount being referred to as "**Covered Breach**"), and (ii) the aggregate amount of Indemnified Losses, collectively, resulting from Covered Breaches (including the first $15,000 of each Covered Breach), exceed $1,000,000 (the "**Deductible**"); it being understood that, if the aggregate amount of Indemnified Losses attributable to Covered Breaches exceeds the Deductible, the Indemnified Party shall only be entitled to recover the amount by which the aggregate amount of Indemnified Losses attributable to Covered Breaches exceeds the Deductible. Notwithstanding the foregoing, the obligation of an Indemnifying Party to indemnify the Indemnified Party from and against Indemnified Losses arising from any matter other than the matters described in Section 9.1.1(1) and Section 9.1.2(1) above shall not, except as set forth in the proviso to this sentence, be limited to the extent that such Indemnified Losses are less than $15,000 or less than the amount of the Deductible, it being the intent of this sentence that an Indemnified Party shall be entitled to be indemnified from and against the full amount of all Indemnified Losses suffered by such Indemnified Party as a result of all matters for which indemnification is provided for by Section 9.1.1 and Section 9.1.2 hereof other than the matters described in Section 9.1.1(1) and Section 9.1.2(1) above, whether or not such Indemnified Losses exceed the Deductible and whether or not such Indemnified Losses are Covered Breaches provided, however, that in no event shall the aggregate obligations of the Indemnifying Sellers with respect to indemnification relating to all matters described in: (I) Section 9.1.1 (other than those under Section 9.1.1(4)) exceed $11,800,000; and (II) Section 9.1.1(4) exceed $20,000,000.

9.2.4 The Indemnifying Sellers acknowledge and agree that the maximum aggregate amount of the Indemnified Losses that the Indemnifying Sellers may be obligated to pay exceeds the portion of the Purchase Price that is to be paid to the Escrow Agent. Accordingly, if the aggregate amount of the Indemnified Losses payable by the Sellers under this Section 9 exceeds the amount held by the Escrow Agent under the Escrow Agreement, each of the Indemnifying

Sellers shall be liable for its Pro Rata share of the amount of any such excess. Each Indemnifying Seller shall pay its share of any such excess to the Indemnified Party within 15 days following receipt of written notice from the Seller's Representative of the amount of such Indemnifying Seller's Pro Rata share. Notwithstanding the foregoing, in no event shall the aggregate liabilities of any Indemnifying Seller under this Section 9 exceed an amount equal to such Indemnifying Sellers' Pro Rata share of $11,800,000 with respect to Indemnified Losses suffered by the Purchaser Affiliates as a result of the matters described in Section 9.1.1 (other than the matters described in Section 9.1.1(4)) or $20,000,000 with respect to Indemnified Losses suffered by the Purchaser Affiliates as a result of the matters described in Section 9.1.1(4).

9.2.5 Except as provided in Section 9.2.1, the obligation of the Purchaser to indemnify the Sellers from and against Indemnified Losses arising from the matters described in Sections 6.7, 6.8 and 9.1.2(4) shall not be limited in any way.

9.3 Indemnification Procedures.

9.3.1 In the event that any Legal Proceedings shall be instituted or that any claim or demand (such Legal Proceedings, claim or demand, a "**Claim**") shall be asserted by any Person in respect of which payment may be sought under Section 9.1 hereof, the Person entitled to indemnification (the "**Indemnified Party**") shall: (1) if the Indemnified Party is any of the Purchaser Affiliates, reasonably and promptly cause written notice of the assertion of any Claim of which it has knowledge which is covered by this indemnity to be forwarded to the Seller's Representative and the Escrow Agent; and (2) if the Indemnified Party is any of the Seller Affiliates, reasonably and promptly cause written notice of the assertion of any Claim of which it has knowledge which is covered by this indemnity to be forwarded to the Purchaser. The Indemnifying Party shall have the right, at its sole option and expense, to be represented by counsel of its choice, which must be reasonably satisfactory to the Indemnified Party, and to defend against, negotiate, settle or otherwise deal with any Claim which relates to any Indemnified Losses hereunder; provided that no settlement of any Claim shall be made by the Indemnifying Party, without the written consent of the Indemnified Party. If the Indemnifying Party elects to defend against, negotiate, settle or otherwise deal with any Claim which relates to any Indemnified Losses, it shall within 5 days (or sooner, if the nature of the Claim so requires) notify the Indemnified Party of its intent to do so. If the Indemnifying Party elects not to defend against, negotiate, settle or otherwise deal with any Claim which relates to any Indemnified Losses, fails to notify the Indemnified Party of its election as herein provided or contests its obligation to indemnify the Indemnified Party for such Indemnified Losses under this Agreement, the Indemnified Party may defend against, negotiate, settle or otherwise deal with such Claim. If the Indemnifying Party shall assume the defense of such Claim, the Indemnified Party may participate, at his or its own expense, in the defense of such Claim. The Indemnifying Party shall not be required to pay for more than one counsel for all indemnified parties in connection with any Claim. The parties hereto agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such Claim.

9.3.2 Upon: (1) final determination of the amount of the Indemnified Losses as a result of any final judgment or award rendered by a court, arbitration board or administrative agency of competent jurisdiction and the expiration of the time in which to appeal therefrom; or (2) the consummation of a settlement of a Claim; or (3) the execution and delivery of a mutually binding agreement between the Indemnified Party and the Indemnifying Party with respect to a Claim hereunder; then (4) if the Indemnified Party is: (i) the Purchaser or any of the Purchaser Affiliates and the amount by which the final amount of the Indemnified Losses exceeds the Deductible is less than or equal to the amount then remaining in the Escrow Account, the Indemnified Party

shall forward to the Sellers' Representative and the Escrow Agent written notice of the sums due and the Sellers' Representative shall take such action as may be necessary to cause the Escrow Agent to pay to the Purchaser or the Purchaser Affiliates, all of the sums so due and owing within 5 Business Days following receipt of such written notice; (ii) the Purchaser or any of the Purchaser Affiliates and the amount by which the Indemnified Losses exceeds the Deductible is greater than the amount then remaining in the Escrow Account, the Indemnified Party shall forward the Sellers' Representative and, if any amount is then remaining in the Escrow Account, forward the Escrow Agent, written notice of the amount of the sums due to the Indemnified Party and the Sellers' Representative shall take such action as may be necessary to cause the Escrow Agent to pay to the Purchaser or the Purchaser's Affiliates, the amount, if any, then remaining in the Escrow Account within 30 days following receipt of such written notice and shall further deliver written notice to each of the Sellers and the PR Holder of the amount of their respective Pro Rata shares of the amount due to the Indemnified Party after payment to the Indemnified Party of the amount, if any, remaining in the Escrow Account; and (iii) any of the Sellers, the Sellers' Representative shall forward to the Purchaser written notice of any sums due and owing by the Purchaser pursuant to this Agreement with respect to such matter and the Purchaser shall be required to pay all of the sums so due and owing to the Sellers by wire transfer of immediately available funds within 30 days after the date of such notice.

9.3.3 The failure of an Indemnified Party to give reasonably prompt notice of any Claim shall not release and waive the Indemnifying Party's obligations with respect thereto unless the Indemnified Party can demonstrate that there was actual loss and prejudice to the Indemnifying Party as a result of such failure.

9.3.4 The representations and warranties of the parties contained in this Agreement shall survive for a period of 365 days beginning on the day immediately following the Closing Date; provided that, notwithstanding the foregoing: (1) the representations and warranties contained in Sections 4.2, 4.3.1, 4.3.2, 4.6 and 5.2 shall survive indefinitely and shall not expire; (2) the representations and warranties contained in Section 4.10 shall survive for a period of 60 days following the expiration of the statute of limitations applicable to the assessment and collection of the Taxes covered by such representations and warranties; and (3) the representations and warranties contained in Section 4.19 shall survive for a period of 731 days beginning on the first day following the Closing Date.

9.3.5 The Purchaser Affiliates shall have no right to be indemnified and the Indemnifying Sellers shall have no obligation to indemnify the Purchaser Affiliates with respect to any Claim which is based upon the failure of any representation or warranty set forth in Section 4 hereof or any representation or warranty contained in any certificate delivered by or on behalf of the Sellers or the Company to be true and correct as of the date made and as of the Closing Date if written notice of the Claim is not delivered to the Seller's Representative prior to the expiration of the period during which the applicable representation or warranty survives the closing as set forth in Section 9.3.4 hereof.

9.3.6 The Seller Affiliates shall have no right to be indemnified and the Purchaser shall have no obligation to indemnify the Seller Affiliates with respect to any Claim which is based upon the failure of any representation or warranty set forth in Section 5 hereof or any representation or warranty contained in any certificate delivered by or on behalf of the Purchaser to be true and correct as of the date made and as of the Closing Date if written notice of the Claim is not delivered to the Purchaser prior to the expiration of the period during which the applicable representation or warranty survives the Closing as set forth in Section 9.3.4 hereof.

10. TAX MATTERS

10.1 Preparation of Tax Returns; Payment of Taxes.

10.1.1 The parties hereto understand that the Company: (1) is a "S Corporation", within the meaning of Section 1361 of the Code, and (2) will retain that status until the Closing Date (if a Section 338(h)(10) Election is made) or until the day prior to the Closing Date (if no Section 338(h)(10) Election is made). Each of the Sellers shall include on his, her or its income Tax Return, such Seller's Pro Rata share of the taxable income of the Company. The Sellers will cause the Company to file: (i) the United States federal income Tax Returns of the Company for the taxable periods of the Company ending on the Closing date or on the day prior to the Closing Date, as the case may be, and (ii) where applicable, all other Tax Returns of the Company for the taxable periods of the Company ending (or the portion of any taxable period ending) on the Closing Date or prior to the Closing Date or on the day prior to the Closing Date, as the case may be. Except for any Built-in-Gains Tax, which shall be paid by the Purchaser, the Sellers shall cause the Company to pay any and all Taxes due with respect to the returns referred to in Section 10.1.1(i) and (ii). The Sellers also shall cause the Company to file all other Tax Returns of the Company required to be filed (taking into account any extensions) prior to or on the Closing Date and shall cause the Company to pay any and all Taxes (other than any Built-in-Gains Tax) due with respect to such Tax Returns. All Tax Returns described in this Section 10.1.1 shall be prepared in a manner consistent with prior practice unless a past practice has been finally determined to be incorrect by the applicable taxing authority or a contrary treatment is required by applicable tax laws (or the judicial or administrative interpretations thereof). The Sellers shall, prior to the filing of any Tax Returns required to be filed after the Closing Date, permit the Purchaser to review and comment upon all such Tax Returns. The Sellers and the Purchaser shall attempt in good faith mutually to resolve any disagreements regarding such Tax Returns prior to the due date for filing thereof. Any disagreements regarding such Tax Returns which are not resolved prior to the filing thereof shall be promptly resolved pursuant to Section 10.5 which shall be binding on the parties.

10.1.2 Following the Closing, the Purchaser shall be responsible for preparing or causing to be prepared all federal, foreign, state and local Tax Returns required to be filed by the Company and the Subsidiary for all taxable periods ending after the Closing Date. The Purchaser shall file or cause to be filed all such Tax Returns and shall pay the Taxes shown due thereon.

10.1.3 For federal income tax purposes, the taxable year of the Company shall end on the Closing Date (if a Section 338(h)(10) Election is made) or on the day prior to the Closing Date (if no Section 338(h)(10) Election is made), and, with respect to all other Taxes, the Sellers and the Purchaser will, unless prohibited by applicable law, close the taxable period of the Company as of the Closing Date (if a Section 338(h)(10) Election is made) or as of the day prior to the Closing Date (if no Section 338(h)(10) Election is made). None of the Sellers nor the Purchaser shall take any position inconsistent with the preceding sentence on any Tax Return.

10.2 Cooperation with Respect to Tax Returns. The Purchaser and the Sellers shall furnish or cause to be furnished to each other, and each at their own expense, as promptly as practicable, such information (including access to books and records) and assistance, including making employees available on a mutually convenient basis to provide additional information and explanations of any material provided, relating to the Company as is reasonably necessary for the filing of any Tax Return, for the preparation for any audit, and for the prosecution or defense of any claim, suit or proceeding relating to any adjustment or proposed adjustment with respect to Taxes. The Purchaser or the Company shall retain in its possession, and shall provide the Sellers reasonable access to (including the right to make copies of), such supporting books and records and any other materials that the Sellers may specify with

respect to Tax matters relating to any taxable period ending on the Closing Date or on the day prior to the Closing Date, as the case may be, until the relevant statute of limitations has expired. After such time, the Purchaser may dispose of such material, provided that, prior to such disposition, the Purchaser shall give the Sellers a reasonable opportunity to take possession of such materials.

10.3 Tax Audits.

10.3.1 After the Closing Date, the Purchaser and the Company shall have the right to participate in any Tax audit or administrative or court proceeding relating to any Tax period ending on or prior to the Closing Date that may have the effect of increasing the Purchaser's, the Company's or the Subsidiary's Tax liability for any Tax period ending before or after the Closing Date and the Sellers shall not settle or compromise any such proceeding without the prior written consent of the Purchaser. In connection with any such proceeding, the Sellers shall bear their own costs and expenses and the Purchaser and the Company shall bear their own costs and expenses.

10.3.2 If any taxing authority asserts a claim, makes an assessment or otherwise disputes or affects any Tax for which the Sellers are responsible hereunder, the Purchaser shall, promptly upon receipt by the Purchaser or the Company of notice thereof, inform the Sellers thereof.

10.3.3 After the Closing Date, the Sellers' Representative shall have the right to participate in any Tax audit or administrative or court proceeding relating to any Tax period beginning on or after the Closing Date that may have the effect of increasing the Tax liability of the Sellers for any Tax period beginning before the Closing Date and the Purchaser and the Company shall not settle or compromise any such proceeding without the prior written consent of the Sellers' Representative. In connection with any such proceeding, the Purchaser and the Company shall bear their own costs and expenses and the Sellers shall bear their own costs and expenses.

10.4 Refund Claims. To the extent any determination of tax liability of the Company, whether as the result of an audit or examination, a claim for refund, the filing of an amended return or otherwise, results in any refund of Taxes paid (other than Built-in-Gains Taxes under Section 1374 of the Code paid by the Purchaser with respect to the Tax period ending on the Closing Date), any such refund shall belong to the Sellers. To the extent any determination of the liability of the Company for Built-in-Gains Taxes for the Tax period ending on the Closing Date, whether as a result of an audit or examination, a claim for a refund, the filing of an amended return or otherwise, results in a refund of any such Built-in-Gains Taxes, any such refund shall belong to the Purchaser. Any payments made under this Section 10.4 shall be net of any Taxes payable with respect to such refund, credit or interest thereon (taking into account any actual reduction in tax liability realized upon the payment pursuant to this Section 10.4).

10.5 Disputes. Except as specifically provided in Section 2.3: (a) any dispute as to any matter covered hereby shall be resolved by an independent accounting firm mutually acceptable to the Sellers and the Purchaser; and (b) the fees and expenses of such accounting firm shall be borne equally by the Sellers and the Purchaser.

11. MISCELLANEOUS

11.1 Expenses. Except as otherwise provided in this Agreement, each of the Company and the Purchaser shall bear its own expenses incurred in connection with the negotiation and execution of this

Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby; provided, however, that the Purchaser shall pay for all sales, use, transfer, intangible, recordation, documentary stamp or similar Taxes or charges, of any nature whatsoever, applicable to, or resulting from, the transactions contemplated by this Agreement.

11.2 Further Assurances. The Sellers and the Purchaser each agree to execute and deliver such other documents or agreements and to take such other action as may be reasonably necessary or desirable for the implementation of this Agreement and the consummation of the transactions contemplated hereby.

11.3 Submission to Jurisdiction; Consent to Service of Process.

11.3.1 The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of any federal or state court located within the State of Illinois, County of Cook, with respect to any legal action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action or proceeding related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such action or proceeding brought in such court or any defense of inconvenient forum for the maintenance of such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

11.3.2 Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by the mailing of a copy thereof in accordance with the provisions of Section 11.6.

11.4 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflicts of laws principles.

11.6 Notices. All notices and other communication under this Agreement shall be in writing and shall be deemed given when delivered personally or mailed by certified mail, return receipt requested, to the parties (and shall also be transmitted by facsimile to the Persons receiving copies thereof) at the

following addresses (or to such other address as a party may have specified by notice given to the other party pursuant to this provision):

If to any Seller, to:	the Contact Information set forth on Annex A
With a copy to:	BMO Capital Markets 111 West Monroe Street 20th Floor, East Chicago, Illinois 60603 Telephone: (312) 765-8186 Facsimile: (312) 293-5325 Attention: Paul Johnson
With a copy to:	Masuda, Funai, Eifert & Mitchell, Ltd. 203 North LaSalle Street Suite 2500 Chicago, Illinois 60601 Telephone (312) 245-7500 Facsimile: (312) 245-7467 Attention: Thomas P. McMenamin, Esq.
If to the Purchaser, to:	Gibraltar Industries, Inc. 3556 Lake Shore Road Buffalo, New York 14219 Telephone: (716) 826-6500 Facsimile: (716) 826-1589 Attention: David W. Kay
With a copy to:	Lippes Mathias Wexler Friedman LLP 665 Main Street, Suite 300 Buffalo, New York 14203 Telephone: (716) 853-5100 Facsimile: (716) 853-5199 Attention: Paul J. Schulz, Esq.
If to the PR Holder, to:	Dave Dailey P.O. Box 812 Geneva, Illinois 60134 Telephone: (630) 667-8766
With a copy to:	Masuda, Funai, Eifert & Mitchell, Ltd 203 North LaSalle Street Suite 2500 Chicago, Illinois 60601

Telephone (312) 245-7500
Facsimile: (312) 245-7467

Attention: Thomas P. McMenamin, Esq.

If to the Sellers' Representative, to:

Lloyd Schooley
40 Shuman Boulevard, Suite 290
Naperville, Illinois 60653

Telephone: (630) 258-3677
Facsimile: (630) 428-1886

With a copy to:

Masuda, Funai, Eifert & Mitchell, Ltd
203 North LaSalle Street
Suite 2500
Chicago, Illinois 60601

Telephone (312) 245-7500
Facsimile: (312) 245-7467

Attention: Thomas P. McMenamin, Esq.

11.7 Severability. If any provision of this Agreement is invalid or unenforceable, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and, to this end, the provisions hereof are enforceable.

11.8 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by either the Sellers or the Purchaser (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void; provided, however, that, upon the consent of the Sellers, which consent shall not be unreasonably withheld, the Purchaser may assign this Agreement and any or all rights or obligations hereunder (including, without limitation, the Purchaser's rights to purchase the Shares and the Purchaser's rights to seek indemnification hereunder) to any Affiliate of the Purchaser. Upon any such permitted assignment, the references in this Agreement to the Purchaser shall also apply to any such assignee unless the context otherwise requires.

11.9 Sellers' Representative. Lloyd Schooley, or such other persons as shall succeed him pursuant to this Section 11.9, is hereby designated as the representative to act for and represent the Sellers and the Indemnifying Sellers (the "**Sellers' Representative**") with respect to all matters arising out of Sections 2.3, 9 and 10 hereof and in those other matters with respect to which this Agreement specifies that the Sellers' Representative shall so act, as well as matters which require notice to be given to the Indemnifying Sellers under this Agreement. In the event of the death or incapacity of the Sellers' Representative, then such other person or persons as may be designated by a majority of the Sellers, shall succeed as the Sellers' Representative.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, as of the date first written above, by themselves or their respective officers or signatories thereunto duly authorized.

PURCHASER:

GIBRALTAR INDUSTRIES, INC.

By: /s/ David W. Kay
Name: David W. Kay
Title: Chief Financial Officer,
Executive Vice President and Treasurer

COMPANY:

FLORENCE CORPORATION

By: /s/ David P. Dailey
Name: David P. Dailey
Title: President

[Signature pages continue.]

SELLERS:

Darlene M. Schooley Living Trust u/a/d 12/6/94

By: /s/ Darlene M. Schooley
Name: Darlene M. Schooley
Title: Trustee

Deborah Schooley Irrevocable Trust u/a/d 12/21/88

By: /s/ Suzanne B. Dallmeyer
Name: Suzanne B. Dallmeyer
Title: Trustee

David, Douglas and Darren Schooley Irrevocable Trust
u/a/d 12/21/88

By: /s/ Suzanne B. Dallmeyer
Name: Suzanne B. Dallmeyer
Title: Trustee

PR HOLDER:

By: /s/ David Dailey
Name: David Dailey

Solely with respect to the appointment as the
Sellers' Representative under Section 11.9:

By: /s/ Lloyd Schooley
Name: Lloyd Schooley
Title: Sellers' Representative

Annex 1

Seller and Seller's Contact Information	Number of Shares Owned	Pro Rata Percentage of Shares
Darlene M. Schooley Living Trust, u/a/d 12/6/94 c/o Lloyd Schooley 40 Shuman Boulevard, Suite 290 Naperville, Illinois 60653	156	6.4%
David, Douglas and Darren Schooley Irrevocable Trust, u/a/d 12/21/88 c/o Suzanne Dallmeyer, Esq. 466 Central Avenue, Suite 47 Northfield, Illinois 60093	1,764	72.3%
Deborah Schooley Irrevocable Trust, u/a/d 12/21/88 c/o Suzanne Dallmeyer, Esq. 466 Central Avenue, Suite 47 Northfield, Illinois 60093	520	21.3%

Annex 2

Agreed Principles

Agreed Principles for Calculating

Estimated Net Working Capital and Closing Net Working Capital

as of August 31, 2007.

Current assets and current liabilities shall be computed in accordance with GAAP and shall be derived in a manner consistent with the Company's internal consolidated financial statements (with a copy of the July, 2007 balance sheet of the Company included for reference as Attachment 1 hereto).

Current assets shall be adjusted to eliminate the following items, to the extent they are reflected on the balance sheet:

(a) Shareholder Receivable: Represents a loan to Debbie Cummings

(b) Prepaid Officer Life Insurance: Prepaid expenses relating to the salary continuation plans for John Alstadt, Frank Vecchione, David Dailey and Mike Powles

(c) Pre-Paid Consulting Fees: Consulting fees prepaid to Kerry Krafthefer

Current liabilities shall be adjusted to eliminate the following items, to the extent they are reflected on the balance sheet:

(a) Accrued Bonus: Accrued bonuses for Lloyd Schooley and Mike Powles

(b) Accrued Legal Fees: Accrued expenses to Suzanne Dallmeyer

(c) Accrued Interest: Accrued interest on the IRB.

In addition, current liabilities shall exclude liabilities related to the transaction contemplated by the Agreement to which this Annex is attached], to the extent they are reflected on the balance sheet, including phantom stock payments, transaction related bonuses, related payroll costs such as FICA, transaction costs, and Section 338 (h) (10) Acquisition Costs that have not been paid on or before the Closing.

For purposes of illustration only, Attachment 1 hereto presents an example of the foregoing methodology to be followed for calculating Net Working Capital.

As used herein, the term "Section 338(h)(10) Acquisition Costs" means all taxes paid or payable by the Company and the Subsidiary as a result of a Section 338(h)(10) Election.

Annex 3

Tax Timetable**

Friday, August 31, 2007	Closing of sale of shares of the Company to the Purchaser.
Prior to October 15, 2007	Cooperation between the Purchaser and the Sellers regarding preparation of good faith estimate of tax amount payable by the Company which is to be paid by the Purchaser for the final "S" corporation Federal and State income tax returns by the Company, together with the payment, if any, of the estimated tax owed by the Company.
Thursday, November 15, 2007	Filing of Extension Requests for final Federal and State income tax returns of the Company as an "S" corporation.
On or prior to Friday, December 21, 2007	Delivery to Crowe Chizek, tax advisors to the Sellers, with a copy to the Sellers' Representative, of the following: (1) valuation reports arranged by the Purchaser of tangible assets of the Company and (2) proposed allocation of purchase price to such assets of the Company.
On or prior to Friday, February 29, 2008	Delivery to the Purchaser by Crowe Chizek, on behalf of Sellers, of information and calculations of the amount of the Tax Indemnification Payments payable to the Sellers if a Section 338(h)(10) Election is made.
Prior to April 11, 2008	Delivery to the Sellers' Representative by the Purchaser of an Irrevocable Notice of the Purchaser's decision on whether it will make a Section 338(h)(10) Election. If the Purchaser's Irrevocable Notice indicates that the Purchaser is making a Section 338(h)(10) Election, then cooperation between Crowe Chizek, as tax advisors to the Sellers, and the Purchaser regarding finalization of the Tax Indemnification Payment amounts.
On or prior to Friday, April 11, 2008	If the Purchaser's Irrevocable Notice indicates that the Purchaser is making a Section 338(h)(10) Election, then: (1) payment of the Tax Indemnification Payment amounts by the Purchaser to the Sellers; and (2) execution of Section 338(h)(10) Election documents by the Purchaser and the Sellers.
April 15, 2008	Filing of Tax Returns by the Sellers.
On or prior to Thursday, May 15, 2008	Filing of Section 338(h)(10) Election.

Capitalized terms used in this Tax Timetable have their respective meanings set forth in the Stock Purchase Agreement to which this Annex is attached.

Exhibit 99.1

For Immediate Release
September 4, 2007

GIBRALTAR ACQUIRES FLORENCE CORPORATION

Company is a Leading Manufacturer of Products for the Centralized Delivery Market;
Acquisition Strengthens Gibraltar's Leadership Position in Engineered Storage Solution Products

BUFFALO, NEW YORK (September 4, 2007) — Gibraltar Industries, Inc. (NASDAQ: ROCK) today announced that it has acquired Florence Corporation, a leading manufacturer of engineered storage solutions, including centralized mail and package delivery products. Terms of the acquisition were not disclosed. Financing was provided by a consortium of banks led by KeyBank, and Florence was represented in the transaction by BMO Capital Markets.

Florence designs and manufacturers a complete line of products and systems for storage and distribution, including specialty products for commercial customers such as distributors, catalog houses, national retail chains, and wholesalers. The company employs approximately 450 people at its 192,000-square-foot manufacturing, distribution, and administrative facility in Manhattan, Kansas. It had 2006 sales of approximately $80 million.

"One aspect of our growth strategy is to build leadership positions in niche markets, and Florence is the recognized leader in all of its product categories and positions us as a leading products supplier, particularly in specialized markets. Florence serves the residential, commercial, storage, and building products markets, which have been growing at a rate greater than GDP growth. We expect this transaction will be immediately accretive to earnings, before any synergies," said Brian J. Lipke, Gibraltar's Chairman and Chief Executive Officer.

"We continue to take steps to enhance Gibraltar's performance characteristics, and the addition of Florence to our portfolio of companies will strengthen our ability to deliver stronger and more consistent results," said Henning N. Kornbrekke, Gibraltar's President and Chief Operating Officer. "Florence has invested in the infrastructure to support continued growth, it is a leader in product design and development, and it also has a comprehensive program to consistently improve its operational efficiency and drive down costs."

Gibraltar first entered the storage products market with its 1998 acquisition of The Solar Group. In 2006, it expanded its market share with the acquisitions of Home Impressions and Steel City. Gibraltar currently sells its storage products throughout North America, Germany, China, and Japan, and believes it is a leading supplier in the markets it serves.

Following the completion of the acquisition, Florence's current management team will continue to run its day-to-day operations.

—more—

Gibraltar Industries is a leading manufacturer, processor, and distributor of products for the building, industrial, and vehicular markets. The company serves customers in a variety of industries in all 50 states and throughout the world. It has approximately 4,000 employees and operates 84 facilities in 27 states, Canada, China, England, Germany, and Poland. Gibraltar's common stock is a component of the S&P SmallCap 600 and the Russell 2000® Index.

Information contained in this release, other than historical information, should be considered forward-looking, and may be subject to a number of risk factors, including: general economic conditions; the impact of the availability and the effects of changing raw material prices on the Company's results of operations; energy prices and usage; the ability to pass through cost increases to customers; changing demand for the Company's products and services; risks associated with the integration of acquisitions; and changes in interest or tax rates.

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CONTACT: Kenneth P. Houseknecht, Vice President of Communications and Investor Relations, at 716/826-6500, khouseknecht@gibraltar1.com.

Gibraltar's news releases, along with comprehensive information about the Company, are available on the Internet, at http://www.gibraltar1.com.