

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

FORM 10-Q

[X] QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACTS OF 1934.

FOR THE QUARTERLY PERIOD ENDED OCTOBER 2, 2000

OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934. FOR THE TRANSITION PERIOD FROM \_\_\_ TO \_\_\_.

COMMISSION FILE NUMBER 0-31285

TTM TECHNOLOGIES, INC.

(Exact Name of Registrant as Specified in its Charter)

WASHINGTON 17550 N.E. 67TH COURT 91-1033443
(State or Other Jurisdiction of Redmond, Washington 98052 (I.R.S. Employer
Incorporation or Organization) (425) 883-7575 Identification No.)

(Address, including zip code, and telephone number, including area code,
of Registrant's Principal Executive Offices)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes [ ] No [X] The Registrant became subject to the above-described filing requirements on September 20, 2000, and has filed all reports required to be filed since such date.

As of November 10, 2000, the number of shares of the issuer's common stock outstanding was 37,338,705.

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PART I -- FINANCIAL INFORMATION

ITEM 1: FINANCIAL STATEMENTS

TTM TECHNOLOGIES, INC.

CONDENSED CONSOLIDATED BALANCE SHEETS  
(UNAUDITED)

(IN THOUSANDS)

		DECEMBER 31, 1999	OCTOBER 2,
		-----	-----
		<C>	<C>
		-----	-----
Assets			
Current assets:			
Cash		\$ 1,316	\$
4,821			
Accounts receivable, net		21,023	
34,000			
Inventories		5,992	
5,987			
Income tax receivable		533	
925			
Prepaid expenses and other		320	
254			
		-----	-----
Total current assets		29,184	
45,987			
		-----	-----
Property, plant and equipment, net		27,547	
32,134			
		-----	-----
Other assets:			
Deferred retention bonus, net		5,470	
-			
Debt issuance costs, net		4,380	
206			
Deferred income taxes		12,998	
24,875			
Intangible assets, net		87,913	
84,230			
Other		835	
3,013			
		-----	-----
Total other assets		111,596	
112,324			
		-----	-----
		\$ 168,327	\$
190,445			
		=====	

Liabilities and Shareholders' Equity

Current liabilities:			
Current maturities of long-term debt		\$ 3,563	\$
6,750			
Accounts payable		6,500	
9,409			
Accrued salaries, wages and benefits		3,663	

6,532			
Other accrued expenses		1,463	
2,662			
-----		-----	-----
	Total current liabilities	15,189	
25,353			
-----		-----	-----
	Long-term liabilities:		
	Long-term debt, less current maturities	128,917	
52,250			
	Deferred retention bonus payable	7,684	
-			
-----		-----	-----
	Total long-term liabilities	136,601	
52,250			
-----		-----	-----
	Shareholders' equity:		
	Common stock	37,505	
120,782			
	Accumulated deficit	(22,987)	
(7,646)			
	Deferred stock-based compensation	-	
(294)			
	Common stock warrants	2,019	
-			
-----		-----	-----
	Total shareholders' equity	16,537	
112,842			
-----		-----	-----
		\$ 168,327	\$
190,445			
-----		=====	-----

</TABLE>

The accompanying notes are an integral part of these condensed consolidated balance sheets.

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TTM TECHNOLOGIES, INC.

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS  
(UNAUDITED)

(IN THOUSANDS, EXCEPT PER SHARE DATA)

	QUARTER ENDED		THREE QUARTERS ENDED	
	OCTOBER 4, 1999	OCTOBER 2, 2000	OCTOBER 4, 1999	OCTOBER 2,
2000				
	-----	-----	-----	-----
<S>	<C>	<C>	<C>	<C>
Net sales	\$ 29,595	\$ 55,060	\$ 73,369	\$
143,220				
Cost of goods sold	21,883	33,588	57,367	
94,418				
-----	-----	-----	-----	-----
Gross profit	7,712	21,472	16,002	
48,802				
-----	-----	-----	-----	-----
	Operating expenses:			
	Selling and marketing	2,912	2,545	
6,939				
	General and administrative	2,037	1,537	
5,429				
	Amortization of intangibles	1,204	1,028	
3,608				
	Amortization of deferred retention bonus	4,546	1,387	
5,470				
	Management fees	1,650	290	
2,150				

-----		-----	-----	-----	-----
23,596	Total operating expenses	3,725	12,349	6,787	
-----		-----	-----	-----	-----
25,206	Operating income	3,987	9,123	9,215	
-----		-----	-----	-----	-----
	Other income (expense):				
(11,197)	Interest expense	(3,386)	(3,570)	(6,951)	
(731)	Amortization of debt issuance costs	(245)	(236)	(510)	
124	Other, net	68	(85)	76	
-----		-----	-----	-----	-----
(11,804)	Total other expense, net	(3,563)	(3,891)	(7,385)	
-----		-----	-----	-----	-----
13,402	Income before income taxes and extraordinary items	424	5,232	1,830	
8,731	Income tax (provision) benefit	(199)	11,763	(695)	
-----		-----	-----	-----	-----
22,133	Income before extraordinary items	225	16,995	1,135	
(6,792)	Extraordinary items, loss on early extinguishment of debts, net of tax benefit	(1,483)	(6,792)	(1,483)	
-----		-----	-----	-----	-----
15,341	Net income (loss)	\$ (1,258)	\$ 10,203	\$ (348)	\$
=====		=====	=====	=====	=====
	Basic earnings per share:				
.73	Income before extraordinary items	\$ .01	\$ .55	\$ .06	\$
(.22)	Extraordinary items	(.05)	(.22)	(.08)	
-----		-----	-----	-----	-----
.51	Net income (loss)	(.04)	.33	(.02)	
=====		=====	=====	=====	=====
	Diluted earnings per share:				
.68	Income before extraordinary items	\$ .01	\$ .50	\$ .06	\$
(.21)	Extraordinary items	(.05)	(.20)	(.08)	
-----		-----	-----	-----	-----
.47	Net income (loss)	(.04)	.30	(.02)	
=====		=====	=====	=====	=====

</TABLE>

The accompanying notes are an integral part of these condensed consolidated statements.

TTM TECHNOLOGIES, INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS  
(UNAUDITED)

(IN THOUSANDS)

<TABLE>  
<CAPTION>

Three Quarters Ended

	OCTOBER 4, 1999 -----	OCTOBER 2, 2000 -----
-		
<S>	<C>	<C>
Cash flows from operating activities:		
Net income (loss)	\$ (348)	\$ 15,341
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization on property and equipment	2,523	4,025
Net loss on sale of property and equipment	40	192
Amortization of goodwill and other intangible assets	1,028	3,608
Amortization of deferred stock-based compensation	-	29
Amortization and write-off of deferred retention bonus	1,387	5,469
Amortization and write-off of debt issuance costs	2,780	4,396
Non-cash interest imputed on long-term subordinated liabilities	322	476
Loss on early retirement of subordinated liabilities	-	6,266
Non-cash compensation expense related to issuance of common stock to employees	-	1,133
Deferred income taxes	179	
(11,877)		
Changes in operating assets and liabilities:		
Accounts receivable, net	1,421	
(12,977)		
Inventories	(1,524)	5
Income tax receivable	-	
(393)		
Prepaid expenses and other	(730)	66
Debt issuance costs	(4,850)	
(222)		
Accounts payable	(256)	2,909
Accrued expenses	(3,536)	4,067
Other	-	75
	-----	-----
-		
Net cash provided by (used in) operating activities	(1,564)	22,588
	-----	-----
-		
Cash flows from investing activities:		
Acquisition of Power Circuits, Inc., net of cash acquired	(95,475)	-
Purchase of property and equipment	(917)	(8,823)
Proceeds from sale of property and equipment	59	20
Equipment and other deposits	-	
(2,177)		
	-----	-----
-		
Net cash used in investing activities	(96,333)	(10,980)
	-----	-----
-		
Cash flows from financing activities:		
Proceeds from issuance of long-term debt	127,368	59,000
Principal payments on long-term debt	(66,759)	(136,106)
Sale of common stock for cash, net of offering costs	37,500	79,522
Exercise of common stock options	-	281
Payments on deferred retention bonus payable	-	(10,800)
	-----	-----
-		
Net cash (used in) provided by financing activities	98,109	(8,103)
	-----	-----
-		
Net increase in cash and cash equivalents	212	3,505
Cash at beginning of period	197	1,316
	-----	-----
-		
Cash at end of period	\$ 409	\$ 4,821
	=====	=====
Supplemental cash flow information:		
Cash paid for interest	\$ 5,707	\$ 9,431
Cash paid for income taxes	450	525

</TABLE>

The accompanying notes are an integral part of these condensed consolidated statements.

1. BASIS OF PRESENTATION

The accompanying condensed consolidated financial statements have been prepared by TTM Technologies, Inc. (the "Company"), without audit, pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States have been condensed or omitted pursuant to such rules and regulations. These condensed consolidated financial statements reflect all adjustments (consisting only of normal recurring adjustments), which in the opinion of management, are necessary to present fairly the financial position, the results of operations and cash flows of the Company for the periods presented. It is suggested that these condensed consolidated financial statements be read in conjunction with the consolidated financial statements and the notes thereto included in the Company's registration statement on Form S-1 filed with the Securities and Exchange Commission (File No. 333-39906).

The results of operations for the interim periods are not necessarily indicative of the results to be expected for the full year.

2. INITIAL PUBLIC OFFERING AND OTHER DEBT TRANSACTIONS

The Company completed its initial public offering ("IPO") on September 20, 2000, and sold 7,500,000 shares of common stock (5,625,000 shares sold by the Company and 1,875,000 shares sold by the selling shareholders) at a public offering price of \$16 per share. The Company received net proceeds of approximately \$79.5 million, after the underwriting discounts and commissions of \$1.12 per share and other IPO related expenses of approximately \$4.2 million, which includes a \$2.0 million financial advisory fee paid to T.C. Management, LLC ("T.C. Management"), T.C. Management IV, LLC ("T.C. Management IV"), and Brockway Moran & Partners Management, L.P. ("Brockway Moran & Partners Management").

The proceeds from the IPO were used to buy-out the Company's deferred retention bonus obligation for approximately \$10.8 million, to redeem senior and subordinated notes for approximately \$16.8 million, to reduce indebtedness under its existing senior credit facility of approximately \$50.4 million and to pay a one-time fee of \$1.5 million to amend and consolidate the existing management agreements with T.C. Management, T.C. Management IV and Brockway Moran & Partners Management.

Effective September 29, 2000, the Company entered into an amended and restated agreement to refinance all remaining amounts outstanding under its existing senior credit facility. Under the amended and restated senior credit facility, the Company borrowed \$45 million under a term loan and \$14 million under a revolving loan commitment. The term loan bears interest ranging from LIBOR plus 1% to 2% or the Alternate Base rate, as defined in the agreement, plus 0% to 0.5% and is due in quarterly payments of various amounts through September 30, 2005. The revolving loan commitment is for up to \$25 million, bears interest at LIBOR plus 1% to 2% or the Alternate Base rate plus 0% to 0.5% and expires September 29, 2005. At October 2, 2000, the term loan and the revolving loans had an interest rate of 9.5%. The Company pays quarterly a commitment fee ranging from 0.30% to 0.45% on the unused revolving commitment amount. In connection with the amended and restated senior credit facility, the Company incurred debt issuance costs of approximately \$222,000 which are capitalized and will be amortized to expense over the period of the underlying indebtedness. All unamortized debt issuance costs related to the existing senior credit facility were written off and classified as part of the extraordinary loss.

In connection with the retirement and early repayment of debt obligations and the amended and restated senior credit facility, the Company recorded an extraordinary loss for the periods ended October 2, 2000 of approximately \$6.8 million, which is net of a tax benefit of approximately \$3.1 million.

In connection with the buy-out of the deferred retention bonus obligation, all amounts which were not vested became 100% vested. Accordingly, deferred amounts of \$4.1 million were expensed and included in the caption

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"amortization of deferred retention bonus" in the accompanying consolidated statements of operations.

Subsequent to October 2, 2000, the underwriters of the IPO exercised an overallotment option to purchase 1,125,000 shares at a public offering price of \$16 per share, of which 843,750 shares were sold by the Company and 281,250 shares were sold by selling shareholders. The Company used the net proceeds to repay revolving loan amounts outstanding under its amended and restated senior credit facility.

In connection with the IPO, the Company effected a 380 for 1 stock split and a change in the authorized common stock to 100,000,000 shares. This stock

split has been retroactively reflected in the accompanying financial statements for all periods presented.

### 3. EARNINGS PER COMMON SHARE

The following is a reconciliation of the numerator and denominator used to calculate basic earnings per common share and diluted earnings per common share for the quarter and the three quarters ended October 4, 1999 and October 2, 2000 (in thousands, except per share amounts):

	QUARTER ENDED OCTOBER 4, 1999			QUARTER ENDED OCTOBER 2, 2000		
PER SHARE	LOSS	SHARES	PER SHARE	INCOME	SHARES	
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Basic EPS	\$ (1,258)	28,221	\$ (.04)	\$ 10,203	30,677	\$
.33						
Effect of stock options and warrants		683			2,913	
Diluted EPS	\$ (1,258)	28,904	\$ (.04)	\$ 10,203	33,590	\$
.30						
=====						
<CAPTION>	THREE QUARTERS ENDED OCTOBER 4, 1999			THREE QUARTERS ENDED OCTOBER 2, 2000		
2000						
PER SHARE	LOSS	SHARES	PER SHARE	INCOME	SHARES	
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Basic EPS	\$ (348)	19,842	\$ (.02)	\$ 15,341	30,173	\$
.51						
Effect of stock options and warrants		224			2,370	
Diluted EPS	\$ (348)	20,066	\$ (.02)	\$ 15,341	32,543	\$
.47						
=====						

### 4. STOCK-BASED COMPENSATION

During the three quarters ended October 2, 2000, the Company issued options to employees to purchase 381,900 shares of common stock with an exercise price of \$2.63 per share, options to purchase 38,000 shares of common stock with an exercise price of \$7.04 per share and options to purchase 416,130 shares with an exercise price of \$16 per share. In addition, options to purchase 98,753 shares were forfeited and options to purchase 106,932 shares were exercised and the Company received proceeds of approximately \$281,000. Of the 836,030 options granted during the three quarters, options to purchase 209,950 shares vest on the eighth anniversary of the date of grant or earlier upon the occurrence of certain events as described in the agreements, and options to purchase 626,080 shares vest equally over five years from the grant date.

In connection with these stock options, the Company recorded deferred stock-based compensation in the aggregate amount of approximately \$322,000, representing the difference between the deemed fair value of the Company's common stock for accounting purposes and the exercise price of stock options at the date of grant. The Company is amortizing the deferred stock-based compensation over the option vesting periods. For the three quarters ended October 2, 2000, amortization expense was \$28,000. At October 2, 2000, the remaining stock-based compensation of \$294,000 is estimated to be amortized as follows: \$15,000 for the remainder of fiscal 2000, \$52,000 in 2001, \$52,000 in 2002, \$52,000 in 2003, \$52,000 in 2004 and \$27,000 in 2005 and \$44,000 thereafter. The amount of deferred stock-based compensation expense to be amortized could change during these periods as a result of accelerated vesting changes and forfeitures.

In June 2000, the stock option plan was amended to provide for the issuance of a maximum of 5,600,000 shares of common stock.

At October 2, 2000, there were outstanding options to purchase 2,465,525 shares of common stock with an exercise price of \$2.63, options to purchase 38,000 shares with an exercise price of \$7.04 and options to purchase 416,130 shares with an exercise price of \$16.

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In connection with the IPO, the Company issued 70,800 shares of common stock with a fair value of \$1.1 million to various employees.

#### 5. RELATED-PARTY TRANSACTIONS

For the three quarters ended October 2, 2000 and October 4, 1999, total management fees and expenses under the agreements with T.C. Management, T.C. Management IV and Brockway Moran & Partners Management were \$2,150,000 and \$289,000, respectively. Management fees for the three quarters ended October 2, 2000 include a one-time fee of \$1.5 million, which was paid with the IPO proceeds (see Note 2).

In connection with the IPO, the Company paid T.C. Management, T.C. Management IV and Brockway Moran & Partners Management a \$2.0 million financial advisory fee which was accounted for as an offering cost and reflected as a reduction of the IPO proceeds.

#### 6. INCOME TAXES

As a result of completing the IPO and increased profitability, the Company reevaluated the realizability of its deferred tax asset and eliminated the previously recorded valuation allowance of approximately \$14.7 million during the quarter ended October 2, 2000. This was based upon the reduction of future interest expense as a result of utilizing the proceeds from the IPO to repay significant debt and increases in operating income during the quarter as well as expectations of operating income in future years. Given these among other factors, the Company believes that its future taxable income will be sufficient to realize the net deferred tax asset. It is possible that the Company's estimates could change in the near term and it may become necessary to record a valuation allowance in future periods which would adversely affect the Company's results of operations.

For the three quarters ended October 2, 2000, the Company's provision for income taxes was approximately \$5.9 million, excluding the reversal of the \$14.7 million valuation allowance.

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### ITEM 2: MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

THE FOLLOWING DISCUSSION OF OUR FINANCIAL CONDITION AND RESULTS OF OPERATIONS SHOULD BE READ IN CONJUNCTION WITH OUR CONSOLIDATED FINANCIAL STATEMENTS AND THE RELATED NOTES, AND THE OTHER FINANCIAL INFORMATION INCLUDED IN THIS QUARTERLY REPORT ON FORM 10-Q. THIS DISCUSSION AND ANALYSIS CONTAINS FORWARD-LOOKING STATEMENTS THAT INVOLVE RISKS AND UNCERTAINTIES. OUR ACTUAL RESULTS MAY DIFFER MATERIALLY FROM THOSE ANTICIPATED IN THESE FORWARD-LOOKING STATEMENTS AS A RESULT OF SPECIFIED FACTORS, INCLUDING THOSE SET FORTH IN THE SECTION BELOW ENTITLED "FACTORS THAT MAY AFFECT FUTURE RESULTS" AND ELSEWHERE IN THIS QUARTERLY REPORT ON FORM 10-Q.

#### OVERVIEW

We provide time-critical, one-stop manufacturing services for highly complex printed circuit boards. Our customers include original equipment manufacturers of electronic products and their suppliers, or electronic manufacturing services providers. Our time-to-market focused manufacturing services enable our customers to shorten the time required to develop new products and bring them to market.

We support a strong and expanding customer base, and we continued to reduce customer concentration through the first three fiscal quarters 2000. At December 31, 1999, we had more than 400 customers. We added approximately 130 new customers for the first three fiscal quarters 2000. Sales to our top 10 customers decreased from 61.5% of our pro forma net sales (assumes we had acquired Power Circuits on January 1, 1999) for the first three fiscal quarters 1999 to 53.3% of our net sales for the first three fiscal quarters 2000.

Sales in our networking and high-end computing segments increased in the third fiscal quarter 2000 compared with the third fiscal quarter 1999 as a result of continued strong demand in those segments.

The following table shows the percentage of our net sales in each of the principal end markets we served for the periods indicated:

<TABLE>  
<CAPTION>



END MARKETS	THIRD FISCAL QUARTER		FIRST THREE FISCAL QUARTERS	
	PRO-FORMA 1999*	ACTUAL 2000	PRO-FORMA 1999*	ACTUAL 2000
<S>	<C>	<C>	<C>	<C>
Networking.....	27.1	39.7	22.5	32.2
High-End Computing.....	16.7	24.9	22.8	26.7
Industrial/Medical.....	24.1	17.9	21.6	19.1
Computer Peripherals.....	22.0	8.8	24.8	13.3
Handheld/Cellular.....	6.1	5.3	4.6	4.6
Other.....	4.0	3.4	3.7	4.1
Total.....	100.0%	100.0%	100.0%	100.0%

</TABLE>

\*Assumes that we acquired Power Circuits on January 1, 1999.

We completed our initial public offering on September 20, 2000, and sold 7,500,000 shares of common stock (5,625,000 shares sold by the Company and 1,875,000 shares sold by the selling shareholders) at a public offering price of \$16 per share. We received net proceeds of approximately \$79.5 million. Subsequent to October 2, 2000, the underwriters exercised an overallotment option to purchase 1,125,000 shares at a public offering price of \$16 per share, of which 843,750 shares were sold by us, and 281,250 shares were sold by selling shareholders. We received net proceeds of approximately \$12.6 million from our sale of shares in connection with the exercise by the underwriters of their over-allotment option.

This discussion and analysis should be read in conjunction with "Management's Discussion and Analysis

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of Financial Condition and Results of Operations" set forth in our prospectus dated September 20, 2000, filed with the Securities and Exchange Commission, relating to our initial public offering.

#### RESULTS OF OPERATIONS

##### THIRD FISCAL QUARTER 2000 COMPARED TO THE THIRD FISCAL QUARTER 1999

##### NET SALES

Net sales increased \$25.5 million, or 86.0%, to \$55.1 million for the third fiscal quarter 2000 from \$29.6 million for the third fiscal quarter 1999. Of this increase, approximately \$2.6 million resulted from the Power Circuits acquisition, which occurred in July 1999, while \$22.9 million resulted from internal sales growth. Internal sales growth increased primarily due to higher levels of units shipped in response to increasing demand from new and existing customers and a favorable sales mix, including a higher proportion of quick-turn and advanced technology printed circuit boards, which have higher average selling prices.

##### COST OF GOODS SOLD

Cost of goods sold increased \$11.7 million, or 53.5%, from \$21.9 million for the third fiscal quarter 1999 to \$33.6 million for the third fiscal quarter 2000. Higher costs of goods sold resulted from the acquisition of Power Circuits, whose costs contributed approximately \$1.1 million to the increase. The remaining \$10.6 million growth in costs was related to increased sales volume.

##### GROSS PROFIT

Gross profit increased \$13.8 million, or 179.2%, from \$7.7 million for the third fiscal quarter 1999 to \$21.5 million for the third fiscal quarter 2000. This increase in gross profit resulted from an improved mix of higher margin quick-turn and advanced technology printed circuit boards as well as generally higher unit volumes and pricing levels for all of our products.

##### OPERATING EXPENSES

Sales and marketing expenses increased \$1.6 million from \$1.3 million for the third fiscal quarter 1999 to \$2.9 million for the third fiscal quarter 2000. Of this increase, approximately \$181,000 was associated with the Power Circuits acquisition. The remaining increase of \$1.4 million resulted from higher commissions related to higher sales volumes and an expansion of our direct sales force.

General and administrative expenses increased \$1.3 million from \$747,000 for the third fiscal quarter 1999 to \$2.0 million for the third fiscal quarter 2000. Rising costs resulted primarily from the Power Circuits

acquisition, increased incentive bonus expense and the hiring of additional management personnel.

Amortization of intangibles consists of amortization of goodwill and other intangible assets from the Power Circuits acquisition, which occurred in July 1999. Amortization of intangibles was \$1.2 million for the third fiscal quarter 2000 compared with \$1.0 million for the third fiscal quarter 1999. The increase in amortization resulted from a complete quarter of amortization in 2000 as compared to a partial quarter in 1999.

Amortization of the deferred retention bonus was \$4.5 million for the third fiscal quarter 2000 as compared to \$463,000 for the third fiscal quarter in 1999. This increase resulted from the vesting and buy-out of our deferred retention bonus plan with the proceeds of our initial public offering. Under the buy-out agreement, the Company vested the remaining balance under the plan, which amounted to approximately \$4.1 million in additional expense.

Management fees and related expenses increased \$1.5 million from \$140,000 for the third fiscal quarter 1999 to \$1.6 million for the third fiscal quarter 2000. This increase is due primarily to a one-time \$1.5 million payment to amend and consolidate our management agreements with T.C. Management, T.C. Management IV and Brockway Moran & Partners Management. Under the amended agreement, we are not required to pay management and consulting fees subsequent to our initial public offering. We are required to pay financial advisory fees in the event of certain transactions as defined in the amended agreement.

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#### INTEREST EXPENSE

Interest expense increased from \$3.4 million for the third fiscal quarter 1999 to \$3.6 million for the third fiscal quarter 2000. This increase resulted from a higher level of indebtedness and higher interest rates associated with the acquisition of Power Circuits. As a result of our repayment of indebtedness with the proceeds of our initial public offering, we anticipate that our interest expense will be significantly lower in subsequent periods.

#### AMORTIZATION OF DEBT ISSUANCE COSTS

Amortization of debt issuance costs remained approximately flat at \$245,000 for the third fiscal quarter 1999 and \$236,000 for the third fiscal quarter 2000. As a result of our repayment of indebtedness and the refinancing of our senior credit facility (more fully described in "Liquidity and Capital Resources" below), we wrote off a significant portion of our debt issuance costs. Accordingly, we expect that our amortization will be significantly lower for subsequent periods.

#### INTEREST INCOME AND OTHER, NET

Interest income and other, net, decreased from income of \$68,000 for the third fiscal quarter 1999 to an expense of \$85,000 for the third fiscal quarter 2000. This decrease was due to the reduction in rental income associated with a sublease the Company terminated in the second fiscal quarter 2000 to accommodate our planned Santa Ana facility expansion.

#### INCOME TAXES

The provision for income taxes decreased from an expense of \$199,000 for the third fiscal quarter 1999 to a benefit of \$11.8 million for the third fiscal quarter 2000. This decrease resulted primarily from a \$14.7 million benefit recorded from eliminating our deferred tax asset valuation allowance. Subsequent to our initial public offering, we reevaluated the realizability of our deferred tax assets and eliminated our previously established valuation allowance. This was based on increases in operating income during the quarter and expected increases in operating income in future years, resulting partly from the reduction of interest expense by utilizing the initial public offering proceeds to repay significant debt. It is possible that our estimates could change in the near term, and it may become necessary to record a valuation allowance, which would adversely affect our results of operations. We expect our future effective tax rate will be approximately 37%.

Our most significant deferred tax asset is tax-deductible goodwill related to the acquisition of Pacific Circuits in December 1998. This goodwill of approximately \$77.5 million, which is not recorded for financial reporting purposes because the transaction was accounted for as a recapitalization, results in an annual tax deduction of \$5.2 million for 15 years, which, assuming an effective income tax rate of 37%, could reduce our cash taxes payable each year by \$1.9 million. We also have goodwill and other intangibles of \$90.1 million resulting from the Power Circuits acquisition in July 1999. These intangibles, which have been recorded for financial and income tax reporting purposes, generate an annual tax deduction of \$6.0 million, or a \$2.2 million reduction to our cash taxes payable, assuming an effective income tax rate of 37%.

## EXTRAORDINARY ITEMS

We recorded extraordinary items in both the third fiscal quarter 1999 and the third fiscal quarter 2000. Both extraordinary items were for losses on early extinguishment of debts, net of the tax benefit. In the third fiscal quarter 2000, we recorded a loss of \$6.8 million, net of a tax benefit of \$3.1 million, to extinguish subordinated debt obligations carried at a discount and to write off debt issuance costs related to repayments and refinancing of our senior credit facility. In the third fiscal quarter 1999, we recorded a loss of \$1.5 million, net of a tax benefit of \$834,000, for the write off of debt issuance costs as a result of new financing obtained in connection with our acquisition of Power Circuits.

## FIRST THREE FISCAL QUARTERS 2000 COMPARED TO THE FIRST THREE FISCAL QUARTERS 1999

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## NET SALES

Net sales increased \$69.8 million, or 95.2%, from \$73.4 million for the first three fiscal quarters 1999 to \$143.2 million for the first three fiscal quarters 2000. Of this increase, \$31.0 million resulted from the acquisition of Power Circuits while \$38.8 million resulted from internal sales growth. Internal sales growth increased primarily due to higher levels of units shipped in response to increasing demand from new and existing customers and a favorable sales mix, including a higher proportion of quick-turn and advanced technology printed circuit boards, which have higher average selling prices.

## COST OF GOODS SOLD

Costs of goods sold increased \$37.0 million, or 64.6%, from \$57.4 million for the first three fiscal quarters 1999 to \$94.4 million for the first three fiscal quarters 2000. Higher costs of goods sold resulted from our acquisition of Power Circuits, which contributed \$16.0 million to the increase. The remaining \$21.0 million increase in costs was related to increased sales volume.

## GROSS PROFIT

Gross profit grew \$32.8 million, or 205.0%, from \$16.0 million during the first three fiscal quarters 1999 to \$48.8 million during the first three fiscal quarters 2000. Of this increase, \$14.9 million resulted from the acquisition of Power Circuits. The remaining increase of \$17.9 million resulted from an improved mix of higher margin quick-turn and advanced technology printed circuit boards as well as generally higher unit volumes and pricing levels for all of our products.

## OPERATING EXPENSES

Sales and marketing expenses increased \$4.4 million from \$2.5 million for the first three fiscal quarters 1999 to \$6.9 million for the first three fiscal quarters 2000. Of this increase, \$2.3 million was associated with the Power Circuits acquisition. The remaining increase of \$2.1 million was due to an increase in commissions related to higher sales volume.

General and administrative expenses grew \$3.9 million from \$1.5 million for the first three fiscal quarters 1999 to \$5.4 million for the first three fiscal quarters 2000. Of this increase, \$1.6 million is associated with the Power Circuits acquisition. The remaining increase of \$2.3 million is due to increased incentive bonus expense and the hiring of additional management and back-office staff to support sales growth.

Amortization of intangibles was \$3.6 million for the first three fiscal quarters 2000, which represents an increase of \$2.6 million from \$1.0 million for the first three fiscal quarters 1999. This increase relates to the acquisition of Power Circuits in July 1999.

Amortization of deferred retention bonus increased \$4.1 million from \$1.4 million for the first three fiscal quarters 1999 to \$5.5 million in the first three fiscal quarters 2000. This increase resulted from the vesting and buy-out of our deferred retention bonus plan with the proceeds of our initial public offering.

Management fees and related expenses were \$290,000 for the first three fiscal quarters 1999 compared with \$2.2 million for the first three fiscal quarters 2000. This increase of \$1.9 million is due primarily to a one-time \$1.5 million payment to amend and consolidate our management agreements with T.C. Management, T.C. Management IV and Brockway Moran & Partners Management. The remaining increase is due to additional management fees related to greater scope and services in 2000 due to the Power Circuits acquisition as well as reimbursable expenses under the agreements.

## INTEREST EXPENSE

Interest expense increased \$4.2 million, or 61.1%, from \$7.0 million for the first three fiscal quarters 1999 to \$11.2 million for the first three fiscal quarters 2000. This increase resulted from a higher level of indebtedness and higher interest rates associated with the acquisition of Power Circuits.

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#### AMORTIZATION OF DEBT ISSUANCE COSTS

Amortization of debt issuance costs increased \$221,000 from \$510,000 for the first three fiscal quarters 1999 to \$731,000 for the first three fiscal quarters 2000. This increase resulted from amortization associated with a higher level of debt issuance costs incurred in connection with the acquisition of Power Circuits.

#### INTEREST INCOME AND OTHER, NET

Interest income and other, net, increased \$48,000 from \$76,000 for the first three fiscal quarters 1999 to \$124,000 for the first three fiscal quarters 2000. This increase is due primarily to additional income from a sublease that we obtained as a result of the Power Circuits acquisition. We terminated the sublease in the second fiscal quarter 2000 to accommodate our planned Santa Ana facility expansion.

#### INCOME TAXES

The provision for income taxes decreased from an expense of \$695,000 for the first three fiscal quarters 1999 to a benefit of \$8.7 million for the first three fiscal quarters 2000. This decrease resulted primarily from a \$14.7 million benefit recorded from eliminating our deferred tax asset valuation allowance. We expect our future effective tax rate will be approximately 37%.

#### EXTRAORDINARY ITEMS

We recorded extraordinary items in both the third fiscal quarter 1999 and the third fiscal quarter 2000. Both extraordinary items were for losses on early extinguishment of debts, net of the tax benefit. In the third fiscal quarter 2000, we recorded a loss of \$6.8 million, net of a tax benefit of \$3.1 million, to extinguish subordinated debt obligations carried at a discount and to write off debt issuance costs related to repayments and refinancing of our senior credit facility. In the third fiscal quarter 1999, we recorded a loss of \$1.5 million, net of a tax benefit of \$834,000, for the write off of debt issuance costs as a result of new financing obtained in connection with our acquisition of Power Circuits.

#### LIQUIDITY AND CAPITAL RESOURCES

Our principal sources of liquidity have been cash provided by operations, proceeds from our initial public offering and borrowings under debt agreements. Our principal uses of cash have been to finance mergers and acquisitions, meet debt service requirements and finance capital expenditures. We anticipate that these uses will continue to be our principal uses of cash in the future.

Net cash provided by operating activities was \$22.6 million for the first three fiscal quarters 2000. Net cash used in operating activities was \$1.6 million for the first three fiscal quarters 1999. The increase in cash from operating activities was due primarily to higher net income levels. Net income increased from a loss of \$348,000 for the first three fiscal quarters 1999 to a profit of \$15.3 million in the first three fiscal quarters 2000. Several non-cash expenses also contributed to an increase in cash from operating activities for the first three fiscal quarters 2000. The one-time buyout and accelerated vesting of our retention bonus plan led to a non-cash charge of \$4.1 million. Other factors that increased cash from operating activities were increased goodwill amortization, a non-cash loss on early retirement of subordinated liabilities, the non-cash write-off of deferred financing fees and a \$14.7 million reduction in the deferred tax asset valuation allowance. Changes in our working capital accounts used \$6.2 million during the first three fiscal quarters 2000. During the first three fiscal quarters 1999, changes in our working capital accounts used \$4.6 million in cash.

Net cash used in investing activities was \$96.3 million for the first three fiscal quarters 1999. Net cash used in investing activities was \$11.0 million during the first three fiscal quarters 2000. The acquisition of Power Circuits in July 1999 accounted for \$95.5 million of the cash used in investing activities during the first three fiscal quarters 1999. In the first three fiscal quarters 2000, the most significant use of cash for investing activities was the purchase of property and equipment. We acquired \$8.8 million in property and equipment during the first three fiscal quarters 2000 compared to \$917,000 of property and equipment purchases in the first three fiscal quarters 1999.

Net cash provided by financing activities was \$98.1 million for the first three fiscal quarters 1999. Net cash

used in financing activities was \$8.1 million during the first three fiscal quarters 2000. We received \$79.5 million from the sale of our common stock, net of offering costs, as part of our initial public offering in September 2000. This was offset during the first three fiscal quarters 2000 by a payment of \$10.8 million to retire our retention bonus plan obligation, option exercises of \$281,000 and a net payment of \$77.1 million on our other long-term debt agreements. Our principal financing activities in the first three fiscal quarters 1999 included the repayment of existing debt facilities and borrowings on our new debt facilities in connection with the Power Circuits acquisition. Common stock amounting to \$37.5 million was also issued to fund this acquisition during the first three fiscal quarters 1999.

Effective September 29, 2000, we entered into an amended and restated agreement to refinance all remaining amounts outstanding under our existing senior credit facility. Under the new agreement, we borrowed \$45 million under a term loan and \$14 million under a revolving loan commitment. The term loan bears interest ranging from LIBOR plus 1% to 2% or the Alternate Base rate, as defined in the agreement, plus 0% to .5% and is due in quarterly payments of various amounts through September 30, 2005. The revolving loan commitment is for up to \$25 million, bears interest at LIBOR plus 1% to 2% or the Alternate Base rate plus 0% to .5% and expires September 29, 2005. At October 2, 2000, the term loan and the revolving loans had an interest rate of 9.5%. We pay quarterly a commitment fee ranging from .30% to .45% on the unused revolving commitment amount. The new credit facility contains financial covenants customary for this type of financing, and as of October 2, 2000, we were in compliance with the covenants. In connection with the amended and restated senior credit facility, we incurred debt issuance costs of approximately \$222,000, which are capitalized and amortized to expense over the period of the underlying indebtedness. All unamortized debt issuance costs related to the existing senior credit facility were written off and classified as part of the extraordinary loss.

Based on our current level of operations, we believe that cash generated from operations, available cash and amounts available under our amended and restated senior credit facility will be adequate to meet the debt service requirements, capital expenditures and working capital needs of our current operations for at least the next twelve months. We may require additional financing if we decide to consummate additional acquisitions. We are leveraged, and our future operating performance and ability to service or refinance our amended and restated senior credit facility will be subject to future economic conditions and to financial, business and other factors, many of which are beyond our control.

#### SPECIAL NOTE REGARDING FORWARD-LOOKING INFORMATION

This Quarterly Report on Form 10-Q contains forward-looking statements in "Item 2: Management's Discussion and Analysis of Financial Condition and Results of Operations," "Item 3: Quantitative and Qualitative Disclosures About Market Risk," and elsewhere. These statements relate to future events or our future financial performance. In some cases, forward-looking statements may be identified by terminology such as "may," "will," "should," "expects," "plans," "anticipates," "believes," "estimates," "predicts," "potential," "continue" or the negative of these terms or other comparable terminology. These statements are only predictions and involve known and unknown risks, uncertainties and other factors that may cause our or our industry's actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements.

Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Moreover, neither we nor any other person assumes responsibility for the accuracy and completeness of these statements. We are under no duty to update any of the forward-looking statements after the date of this Quarterly Report on Form 10-Q to conform these statements to actual future results.

#### FACTORS THAT MAY AFFECT FUTURE RESULTS

AN INVESTMENT IN OUR COMMON STOCK INVOLVES A HIGH DEGREE OF RISK. INVESTORS EVALUATING OUR COMPANY AND ITS BUSINESS SHOULD CAREFULLY CONSIDER THE FACTORS DESCRIBED BELOW AND ALL OTHER INFORMATION CONTAINED IN THIS QUARTERLY REPORT ON FORM 10-Q BEFORE PURCHASING OUR COMMON STOCK. ANY OF THE FOLLOWING FACTORS COULD MATERIALLY HARM OUR BUSINESS, OPERATING RESULTS AND FINANCIAL CONDITION. ADDITIONAL FACTORS AND UNCERTAINTIES NOT CURRENTLY KNOWN TO US OR THAT WE CURRENTLY CONSIDER IMMATERIAL COULD ALSO HARM OUR BUSINESS, OPERATING RESULTS AND FINANCIAL CONDITION. INVESTORS COULD LOSE ALL OR PART OF THEIR INVESTMENT AS A RESULT OF THESE FACTORS.

While management is optimistic about our long-term prospects, the following factors, among others, could materially harm our business, operating

results and financial condition and should be considered in evaluating the Company.

#### DEPENDENCE ON THE ELECTRONICS INDUSTRY

Our business is heavily dependent on the electronics industry. A majority of our revenues are generated from the networking, high-end computing and computer peripherals segments of the electronics industry, which is characterized by intense competition, relatively short product life-cycles and significant fluctuations in product demand. Furthermore, these segments are subject to economic cycles and have experienced in the past, and are likely to experience in the future, recessionary periods. A recession or any other event leading to excess capacity or a downturn in these segments of the electronics industry could result in intensified price competition as well as a decrease in our gross margins and unit volume sales.

#### ABILITY TO RESPOND TO TECHNOLOGICAL CHANGE

The market for our products is characterized by rapidly changing technology and continual implementation of new production processes. The future success of our business will depend in large part upon our ability to maintain and enhance our technological capabilities, to develop and market products that meet changing customer needs and to successfully anticipate or respond to technological changes on a cost-effective and timely basis. We expect that the investment necessary to maintain our technological position will increase as customers make demands for products and services requiring more advanced technology on a quicker turnaround basis. We may not be able to borrow additional funds in order to respond to technological changes as quickly as our competitors. In addition, the printed circuit board industry could encounter competition from new or revised manufacturing and production technologies that render existing manufacturing and production technology less competitive or obsolete. We may not respond effectively to the technological requirements of the changing market. If we need new technologies and equipment to remain competitive, the development, acquisition and implementation of those technologies and equipment may require us to make significant capital investments.

#### DEPENDENCE ON A SMALL NUMBER OF CUSTOMERS

A small number of customers is responsible for a significant portion of our net sales. Solectron accounted for 16.9% of our pro forma net sales and 19.4% of our historical net sales in 1999 and 14.3% of our net sales for the first three fiscal quarters 2000. Sales to Compaq, including sales to Compaq-directed electronic manufacturing services providers, accounted for 15.3% of our pro forma net sales and 16.7% of our historical net sales in 1999 and 14.0% of our net sales for the first three fiscal quarters 2000. Our 10 largest customers accounted for approximately 62.3% of our pro forma net sales and 68.4% of our historical net sales in 1999 and 53.3% of our net sales for the first three fiscal quarters 2000. Our principal customers may not continue to purchase products from us at past levels and we expect a significant portion of our net sales will continue to be generated by a small number of customers. Our customer concentration could increase or decrease depending on future customer requirements, which will depend in large part on market conditions in the electronics industry segments in which our customers participate. The loss of one or more major customers or a decline in sales to our major customers could significantly harm our business and results of operations and lead to declines in the price of our common stock. In addition, we generate significant accounts receivable in connection with providing services to our customers. If one or more of our significant customers were to become insolvent or were otherwise unable to pay for the services provided by us, our results of operations would be harmed.

#### FLUCTUATION IN OPERATING RESULTS

Our results of operations vary for a variety of reasons, including timing of orders from and shipments to major customers; the levels at which we utilize our manufacturing capacity; changes in the pricing of our products or those of our competitors; changes in our mix of revenues generated from quick-turn versus standard lead time production; expenditures or write-offs related to acquisitions; and expenses relating to expanding existing manufacturing facilities. A significant portion of our operating expenses are relatively fixed in nature and planned expenditures are based in part on anticipated orders. Accordingly, even a relatively small revenue shortfall would decrease our gross margins. In addition, we have historically experienced lower sales in our second and third fiscal quarters due to patterns in the capital budgeting and purchasing cycles of our customers and our end-markets served. In particular, the seasonality of the computer industry impacts the overall printed circuit board industry. These seasonal trends have caused fluctuations in our quarterly operating results in the past and may continue to do so in the future. Results of operations in any period should not be considered indicative of the results to be expected for any future period. In addition, our future quarterly operating results may fluctuate and may not meet the expectations of securities analysts or investors. If this occurs, the price of our common stock would

likely decline.

#### UNCERTAINTIES AND VARIABILITY IN DEMAND

We sell to customers on a purchase order basis rather than pursuant to long-term contracts and, consequently, our net sales are subject to short-term variability in demand by our customers. Customers submitting a purchase order may cancel, reduce or delay their order for a variety of reasons. The level and timing of orders placed by our customers vary due to customer attempts to manage inventory; changes in customers' manufacturing strategies, such as a decision by a customer to either diversify or consolidate the number of printed circuit board manufacturers used or to manufacture their own products internally; and variation in demand for our customers' products. Significant or numerous terminations, reductions or delays in our customers' orders could negatively impact our operating results.

#### POTENTIAL FOR EXCESS CAPACITY

We generally schedule our quick-turn production facilities at less than full capacity to retain our ability to respond to unexpected additional quick-turn orders. However, if these orders are not made, we may forego some production and could experience excess capacity. When we experience excess capacity, our sales revenues may be insufficient to fully cover our fixed overhead expenses and our gross margins will fall. Conversely, we may not be able to capture all potential revenue in a given period if our customers' demands for quick-turn services exceed our capacity during that period.

#### POTENTIAL NEW PRODUCTS AND SERVICES

In the future, we may broaden our service offering by providing new products and services. If we do this, we will likely compete with companies that have substantially greater financial and manufacturing resources than we have and who have been providing these services longer than we have. We may not be able to successfully compete on this basis with more established competitors.

#### EXPANSION THROUGH ACQUISITION

We consummated our acquisition of Power Circuits in July 1999. We have a limited history of owning and operating our businesses on a consolidated basis. We may not be able to meet performance expectations or successfully integrate our acquired businesses on a timely basis without disrupting the quality and reliability of service to our customers or diverting management resources. To manage the expansion of our operations and any future growth, we will be required to improve existing and implement new operational, financial and management information controls, reporting systems and procedures; hire, train and manage additional qualified personnel; expand our direct and indirect sales channels; and effectively transition our relationships with our customers, suppliers and partners to operations under our TTM brand. In particular, we expect to implement a new financial and accounting management information system at our Santa Ana facility during the next four months. We may not be able to link this management information and control system in an efficient and timely manner with the financial and accounting management information system at our two other facilities.

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As part of our business strategy, we expect that we will continue to grow by pursuing acquisitions, assets or product lines that complement or expand our existing business. We currently have no commitments or agreements to acquire any business. Our existing credit facilities restrict our ability to acquire the assets or business of other companies and will accordingly require us to obtain the consent of our lenders and could require us to pay significant fees in order to consummate such acquisitions. Consequently, we may not be able to identify suitable acquisition candidates or to finance and complete transactions that we select. Our acquisition of companies and businesses and expansion of operations involve risks, including the following: the potential inability to identify the company best suited to our company's business plan; the potential inability to successfully integrate acquired operations and businesses or to realize anticipated synergies, economics of scale or other expected value; difficulties in managing production and coordinating operations at new sites; the potential need to restructure, modify or terminate customer relationships of the acquired company; and loss of key employees of acquired operations. In addition, future acquisitions may result in dilutive issuances of equity securities, the incurrence of additional debt, large one-time write-offs and the creation of goodwill or other intangible assets that could result in amortization expense.

#### AMORTIZATION OF INTANGIBLE ASSETS

As of October 2, 2000, our consolidated balance sheet reflected \$84.2 million of intangible assets, a substantial portion of our total assets at such date. Intangible assets consist of goodwill and other identifiable intangibles relating to our acquisition of Power Circuits. The balances of these intangible assets may increase in future periods, principally from the consummation of further acquisitions. Amortization of these additional intangibles would, in turn, have a negative impact on earnings. In addition, we continuously evaluate

whether events and circumstances have occurred that indicate the remaining balance of intangible assets may not be recoverable. When factors indicate that assets should be evaluated for possible impairment, we may be required to reduce the carrying value of our intangible assets, which could have a material adverse effect on our results during the periods in which such a reduction is recognized. We may be required to write down intangible assets in future periods.

#### ABILITY TO COMPETE

The printed circuit board industry is intensely competitive, highly fragmented and rapidly changing. We expect competition to continue, which could result in price reductions, reduced gross margins and loss of market share. Our principal competitors include: DDi; Hadco, which recently was acquired by Sanmina; Merix; and Tyco. In addition, new and emerging technologies may result in new competitors entering our market. Many of our competitors and potential competitors have a number of significant advantages over us, including greater financial and manufacturing resources that can be devoted to the development, production and sale of their products; more established and broader sales and marketing channels; more manufacturing facilities worldwide, some of which are closer in proximity to original equipment manufacturers; manufacturing facilities which are located in countries with lower production costs; and greater name recognition.

In addition, these competitors may respond more quickly to new or emerging technologies, or may adapt more quickly to changes in customer requirements and may devote greater resources to the development, promotion and sale of their products than we do. We must continually develop improved manufacturing processes to meet our customers' needs for complex products, and our manufacturing process technology is generally not subject to significant proprietary protection. Furthermore, increased production capacity by our competitors can result in an excess supply of printed circuit boards, which could also lead to price reductions. During recessionary periods in the electronics industry, our competitive advantages in the areas of providing quick-turn services, an integrated manufacturing solution and responsive customer service may be of reduced importance to our customers who may become more price-sensitive. This may force us to compete more on the basis of price and cause our margins to decline. Recently, Internet-based auctions have developed as a channel for the sale of printed circuit boards; if these auctions further develop as a channel for printed circuit board purchasing, our customers' price sensitivity could intensify.

#### EFFECT OF FOREIGN COMPETITION

We may be at a competitive disadvantage with respect to price for volume production when compared to

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manufacturers with lower cost facilities in Asia and other locations. We believe price competition from printed circuit board manufacturers in Asia and other locations with lower production costs may play an increasing role in the market for volume production. We do not currently have offshore facilities in lower cost locations, such as Asia. While historically our competitors in these locations have produced less technologically advanced printed circuit boards, they continue to expand their technology to include higher technology printed circuit boards. In addition, fluctuations in foreign currency exchange rates may benefit these offshore competitors. As a result, these competitors may gain market share in the market for higher technology printed circuit boards, which may force us to lower our prices, reducing our gross profit.

#### AVAILABILITY OF RAW MATERIALS

To manufacture our printed circuit boards, we use raw materials such as laminated layers of fiberglass, copper foil and chemical solutions which we order from our suppliers. Although we have preferred suppliers for most of our raw materials, the materials we use are generally readily available in the open market and numerous other potential suppliers exist. However, from time to time manufacturers of products that also use these raw materials increase their demand for these materials and, as a result, the prices of these materials increase. During these periods of increased demand, our gross margins decrease as we have to pay more for our raw materials.

#### INCREASE IN THE NUMBER OF ELECTRONIC MANUFACTURING SERVICES PROVIDERS

For the first three fiscal quarters 2000, approximately 30.5% of our net sales were to electronic manufacturing services providers. Electronic manufacturing services providers supply electronic product assembly services to original equipment manufacturers, and in recent years, some electronic manufacturing services providers have acquired the ability to directly manufacture printed circuit boards. If a significant number of our electronic manufacturing services customers were to acquire the ability to directly manufacture printed circuit boards, our customer bases may shrink and our business and net sales may decline substantially. In addition, if any of our original equipment manufacturer customers outsource the production of printed



circuit boards to these electronic manufacturing services providers, our business and results of operations may also suffer.

#### RELIANCE ON EMPLOYEES

We have no patent or trade secret protection for our manufacturing process, but instead rely on the collective experience of our employees in the manufacturing process to ensure we continuously evaluate and adopt new technologies in our industry. Although we are not dependent on any one employee or a small number of employees, if a significant number of our employees involved in our manufacturing process were to leave our employment and we were not able to replace these people with new employees with comparable experience, our manufacturing process may suffer as we may be unable to keep up with innovations in the industry. As a result, we may not be able to continue to compete effectively.

#### INTELLECTUAL PROPERTY

We could be subject to legal proceedings and claims for alleged infringement by us of third party proprietary rights, such as patents, from time to time in the ordinary course of business. For example, we were recently informed that our use in the past of a chemical solution in our manufacturing process may have infringed upon the intellectual property rights of the holder of the patent of the chemical solution. Although no legal action has been taken against us, any claims relating to this alleged infringement, even if not meritorious, could result in costly litigation and divert management's attention and resources. In addition, if we are unsuccessful in disputing this assertion, we could be required to pay royalties or damages for our past use of the chemical solution. We no longer use the chemical solution in our manufacturing process.

#### COMPANIES WITH SIMILAR NAMES

It is possible that other companies will adopt trade names similar to ours which would impede our ability to build brand identity and possibly lead to customer confusion. Although we have applied for trademark protection of TTM Technologies, we have not yet received this trademark protection. We are aware of at least one other company using "Pacific Circuits" as part of its corporate name and of another company using "TTM Technologies" as part of

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its corporate name. This may cause confusion as to the source, quality and dependability of our product which may, in turn, dilute our brand name and harm our reputation.

#### RELIANCE ON SENIOR EXECUTIVES

Our future success depends to a large extent on the services of our key managerial employees, particularly Kent Alder, our chief executive officer. Although we have entered into employment agreements with Mr. Alder and other executive officers, we may not be able to retain our executive officers and key personnel or attract additional qualified management in the future. To facilitate our integration of Power Circuits, we entered into transition-related employment agreements with the president and vice-president of our Santa Ana facility. These agreements expire at the end of 2000 and may not be renewed. If these individuals do not continue their employment, we may not be able to replace them with qualified personnel. Our business also depends on our continuing ability to recruit, train and retain highly qualified employees, particularly engineering and sales and marketing personnel. The competition for these employees is intense and the loss of these employees could harm our business. In addition, it may be difficult and costly for us to retain hourly skilled employees, particularly in our Burlington, Washington facility, where there is a shortage of skilled labor. Further, our ability to successfully integrate acquired companies depends in part on our ability to retain key management and existing employees at the time of the acquisition.

#### RELIANCE ON MANAGEMENT TEAM

Our management team has only been working together as a combined unit since the acquisition of Power Circuits in July 1999. In addition, our chief financial officer has been employed by us since February 2000 and our vice president of sales has been employed by us since March 2000. If our management team cannot successfully work together, we may not be able to execute our business strategy successfully or compete effectively. Any failure to manage our expansion effectively could harm our business.

#### POTENTIAL FOR DESIGN OR MANUFACTURING DEFECTS

We manufacture products to our customers' specifications, which are highly complex and may contain design or manufacturing errors or failures despite our quality control and quality assurance efforts. Defects in the products we manufacture, whether caused by a design, manufacturing or component failure or error, may result in delayed shipments, customer dissatisfaction, or

a reduction or cancellation of purchase orders. If these defects occur either in large quantities or too frequently, our business reputation may be impaired. Since our products are used in products that are integral to our customers' businesses, errors, defects or other performance problems could result in financial or other damages to our customers, which we may be legally required to compensate them for. Although our purchase orders generally contain provisions designed to limit our exposure to product liability claims, existing or future laws or unfavorable judicial decisions could negate these limitation of liability provisions. Product liability litigation against us, even if it were unsuccessful, would be time consuming and costly to defend.

#### ENVIRONMENTAL MATTERS

Our operations are regulated under a number of federal, state and foreign environmental and safety laws and regulations that govern, among other things, the discharge of hazardous materials into the air and water, as well as the handling, storage and disposal of such materials. These laws and regulations include the Clean Air Act, the Clean Water Act, the Resource Conservation and Recovery Act, and the Comprehensive Environmental Response, Compensation and Liability Act, as well as analogous state and foreign laws. Compliance with these environmental laws is a major consideration for us because our manufacturing process uses and generates materials classified as hazardous such as ammoniacal etching solutions, copper and nickel. In addition, because we use hazardous materials and generate hazardous wastes in our manufacturing processes, we may be subject to potential financial liability for costs associated with the investigation and remediation of our own sites, or sites at which we have arranged for the disposal of hazardous wastes, if such sites become contaminated. Even if we fully comply with applicable environmental laws and are not directly at fault for the contamination, we may still be liable. The wastes we generate include spent ammoniacal etching solutions, solder stripping solutions and hydrochloric acid solution containing palladium; waste water which contains heavy metals, acids, cleaners and conditioners; and filter cake from equipment used for on-site waste treatment. We believe that our operations substantially comply with all applicable environmental laws. However, any material violations of environmental laws by us could subject us to

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revocation of our effluent discharge permits. Any such revocations could require us to cease or limit production at one or more of our facilities, negatively impacting our revenues and causing our common stock price to decline. Even if we ultimately prevail, environmental lawsuits against us would be time consuming and costly to defend.

Environmental laws could also become more stringent over time, imposing greater compliance costs and increasing risks and penalties associated with violation. We operate in environmentally sensitive locations and we are subject to potentially conflicting and changing regulatory agendas of political, business and environmental groups. Changes or restrictions on discharge limits, emissions levels, material storage, handling or disposal might require a high level of unplanned capital investment, limit our ability to expand our existing facilities and/or require us to relocate one or more of our facilities. It is possible that environmental compliance costs and penalties from new or existing regulations may harm our business, financial condition and results of operations.

#### INFLUENCE OF MAJOR STOCKHOLDER

As of November 10, 2000, Circuit Holdings LLC held approximately 50.9% of our outstanding stock. Thayer Capital Partners controls three entities which together own 60.0% of Circuit Holdings and beneficially owned 59.4% of our shares as of November 10, 2000. Two of our directors are representatives of Thayer Capital Partners. Although Thayer Capital does not own any interests in our competitors, the interests of Thayer Capital Partners may not always coincide with our interests or those of our other stockholders, particularly if Thayer Capital decided to sell its controlling interest in us. By virtue of its stock ownership and board representation, Thayer Capital Partners will continue to have a significant influence over all matters submitted to our board and our stockholders, including the election of our directors, and will be able to exercise significant control over our business, policies and affairs. Through its concentration of voting power, Thayer Capital Partners could cause us to take actions that we would not consider absent its influence, or could delay, deter or prevent a change of control of our company or other business combination that might otherwise be beneficial to our public stockholders.

In addition, Thayer Capital Partners has historically worked closely with Brockway Moran & Partners, Inc. in managing our company and in structuring our leveraged recapitalization and acquisition of Power Circuits. Brockway Moran & Partners Fund, L.P. owns the remaining 40% of Circuit Holdings. In addition, two of our directors are representatives of Brockway Moran & Partners. Although there is no legal agreement requiring Thayer Capital Partners and Brockway Moran & Partners to vote their shares together or for their representatives on our board to vote together, given their relationship in the past these two entities may continue to work together, in which case they would control our board and exercise voting control over 65.0% of our shares.

## POTENTIAL STOCK PRICE VOLATILITY

The stock market has recently experienced volatility which has often been unrelated to the operating performance of any particular company or companies. If market or industry-based fluctuations continue, our stock price could decline regardless of our actual operating performance and investors could lose a substantial part of their investments. In addition, prior to this offering, our stock could not be bought or sold on a public market. If an active public market for our stock is not sustained, it may be difficult to resell our stock. The market price of our common stock will likely fluctuate in response to a number of factors, including the following: our failure to meet the performance estimates of securities analysts; changes in financial estimates of our revenues and operating results by securities analysts; the timing of announcements by us or our competitors of significant contracts or acquisitions; and general stock market conditions.

Recently, when the market price of a company's stock has been volatile, stockholders have often instituted securities class action litigation against the company. If a class action lawsuit is filed against us, we could incur substantial costs defending the lawsuit and management time and attention would be diverted. An adverse judgment could cause our financial condition or operating results to suffer.

## RECENTLY ISSUED ACCOUNTING STANDARDS

In June 1998, the Financial Accounting Standards Board, or FASB, issued Statement of Financial Accounting Standards, or SFAS, No. 133, "Accounting for Derivative Instruments and Hedging Activities." SFAS No. 133 establishes accounting and reporting standards for derivative instruments and hedging activities. It requires

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that an entity recognize all derivatives as either assets or liabilities in the statement of financial position and measure those instruments at fair value. This statement, as amended, is effective for all fiscal quarters of fiscal years beginning after June 15, 2000 and is therefore effective for us beginning with our first fiscal quarter 2001. Based upon the nature of the financial instruments and hedging activities in effect as of the date of this filing, this pronouncement would require us to reflect the fair value of our derivative instruments on the consolidated balance sheet. Changes in fair value of these instruments may be reflected as a component of comprehensive income to the extent our hedging activities are effective while any ineffectiveness will be reported in current earnings.

## ITEM 3: QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The following discusses our exposure to market risk related to changes in interest rates, foreign currency exchange rates and inflation.

### INTEREST RATE RISK

Our amended and restated senior credit facility bears interest at floating rates. We reduce our exposure to interest rate risks through swap agreements. Under the terms of our current swap agreements, we pay maximum annual rates of interest applied to notional amounts. As of October 2, 2000, these notional amounts equaled 100% of the principal balance outstanding under our amended and restated senior credit facility. Subsequent to quarter end, we paid down the balance on our revolving loan, leaving in place interest rate swap agreements totaling more than 100% of the principal balance outstanding under our amended and restated senior credit facility. In the future, we plan to renegotiate these swap agreements to cover less than 100% of the principal balance outstanding on our amended and restated senior credit facility. Under our interest rate swap arrangements, our maximum annual LIBOR rate ranges from 5.08% to 6.36%.

The revolving loan bears interest ranging from 1.0% to 2.0% per annum plus the applicable LIBOR or from 0.0% to 0.5% per annum plus the Alternate Base Rate, as defined in the agreement governing the amended and restated senior credit facility. Therefore, a 10% change in interest rates as of October 2, 2000, is not expected to materially affect the interest expense to be incurred on the revolving loan during such period.

### FOREIGN CURRENCY EXCHANGE RISK

All of our sales are denominated in U.S. dollars, and as a result, we have relatively little exposure to foreign currency exchange risk with respect to sales made.

### IMPACT OF INFLATION

We believe that our results of operations are not dependent upon moderate changes in the inflation rate as we expect that we will be able to pass along component price increases to our customers.

## PART II - OTHER INFORMATION

## ITEM 1: LEGAL PROCEEDINGS

We are not currently subject to any material legal proceedings; however, we may from time to time become a party to various legal proceedings in the ordinary course of our business.

## ITEM 2: CHANGES IN SECURITIES AND USES OF PROCEEDS

- (a) None.
- (b) None.
- (c) None.
- (d) Pursuant to Rule 463 under the Securities Act of 1933, as amended (the "Securities Act"), and Item 701(f) of Regulation S-K promulgated under the Securities Act, the following information is included in this Report:
  - (1) Our Registration Statement on Form S-1 (File No. 333-39906) (as amended, the "Registration Statement") was declared effective by the Securities and Exchange Commission on September 20, 2000.
  - (2) The offering contemplated by the Registration Statement (the "Offering") commenced on September 20, 2000.
  - (3) The Offering was consummated on September 26, 2000. Subsequent to that date, the underwriters exercised their over-allotment option in full, and the sale of shares in connection with the exercise of the over-allotment option was consummated on October 13, 2000.
  - (4) The managing underwriters in the Offering were Robertson Stephens, Inc., Chase Securities Inc., Donaldson, Lufkin & Jenrette Securities Corporation and First Union Securities, Inc.
  - (5) The Registration Statement related to shares of our common stock, no par value (the "Common Stock").
  - (6) The Registration Statement registered an aggregate of 8,625,000 shares of Common Stock (including 1,125,000 shares of Common Stock for which the underwriters had the option to purchase to cover over-allotments). The aggregate gross offering price of the Common Stock registered was \$138,000,000. We sold 6,468,750 shares of Common Stock (including 843,750 shares sold in connection with the exercise by the underwriters of their over-allotment option) for an aggregate gross offering price of \$103,500,000. Circuit Holdings LLC, one of our stockholders, sold 1,953,946 shares of Common Stock (including 254,863 shares sold in connection with the exercise by the underwriters of their over-allotment option) for an aggregate gross offering price of \$31,263,136. Lewis O. Coley, III, one of our stockholders, sold 116,812 shares of Common Stock (including 15,236 shares sold in connection with the exercise by the underwriters of their over-allotment option) for an aggregate gross offering price of \$1,868,992. TCW/Crescent Mezzanine Partners II, L.P., one of our stockholders, sold 61,931 shares of Common Stock (including 8,078 shares sold in connection with the exercise by the underwriters of their over-allotment option) for an aggregate gross offering price of \$990,896. TCW/Crescent Mezzanine Trust II, one of our stockholders, sold 15,011 shares of

Common Stock (including 1,957 shares sold in connection with the exercise by the underwriters of their over-allotment option) for an aggregate gross offering price of \$240,176. TCW Leveraged Income Trust, L.P., one of our stockholders, sold 4,275 shares of Common Stock (including 558 shares sold in connection with the exercise by the underwriters of their over-allotment option) for an aggregate gross offering price of \$68,400. TCW Leveraged Income Trust II, L.P., one of our stockholders, sold 4,275 shares of Common Stock (including 558 shares sold in connection with the exercise by the

underwriters of their over-allotment option) for an aggregate gross offering price of \$68,400.

- (7) Through the date of this Report, we incurred estimated expenses (including underwriters' discount and commissions) of approximately \$11.5 million in connection with the Offering, which included approximately \$7.3 million in underwriters' discount and commissions, \$2.0 million in financial advisory fees to T.C. Management, T.C. Management IV and Brockway Moran & Partners Management (see subparagraph (8)(vi) below for a description of the relationship between these entities and some of our directors and stockholders) and approximately \$2.2 million of other expenses (including filing fees related to the Registration Statement and the National Association of Securities Dealers, Inc., the Nasdaq National Market listing fee, printing and engraving expenses, legal fees and expenses, accounting fees and expenses, blue sky fees and expenses, transfer agent and registrar fees and miscellaneous expenses).
- (8) Through the date of this Report, the aggregate net proceeds to us of approximately \$92.1 million were used as follows:
- i. approximately \$50.4 million was used to reduce our indebtedness under our existing senior credit facility;
  - ii. approximately \$12.6 million was used to reduce our indebtedness under our amended and restated senior credit facility;
  - iii. approximately \$10.8 million was used to eliminate our obligations under our retention bonus plan;
  - iv. approximately \$12.8 million was used to redeem all of our outstanding senior subordinated notes;
  - v. approximately \$4.0 million was used to redeem our outstanding subordinated note; and
  - vi. approximately \$1.5 million was used to pay management consulting and financial advisory fees to T.C. Management, T.C. Management IV and Brockway Moran & Partners Management. T.C. Management and T.C. Management IV are affiliates of Thayer Equity Investors III, L.P., Thayer Equity Investors IV, L.P. and TC Circuits L.L.C. Thayer Equity Investors III, L.P., Thayer Equity Investors IV, L.P. and TC Circuits L.L.C. are affiliates (the "Thayer Capital Partners entities") and beneficially owned 59.4% of our Common Stock as of November 10, 2000. The Thayer Capital Partners entities hold shares directly and, as a result of their ownership of 60% of Circuit Holdings LLC, are deemed to beneficially own all of the shares of our Common Stock which are owned directly by Circuit Holdings LLC. Jeffrey W. Goettman, one of our directors, is a Managing Director of each of the limited liability companies that control Thayer Equity Investors III, L.P. and Thayer Equity Investors IV, L.P. Douglas P. McCormick, one of our directors, is a Vice President of the limited liability company that controls Thayer Equity Investors IV, L.P. Brockway & Moran Partners Management is an affiliate of Brockway & Moran Partners Fund, L.P., which beneficially owned 5.6% of our Common Stock as of

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November 10, 2000 through direct holdings. Brockway & Moran Partners Fund, L.P. owns 40% of Circuit Holdings LLC. Michael E. Moran, one of our directors, is a partner of Brockway & Moran Partners Inc., which controls Brockway & Moran Partners Fund, L.P. Philip M. Carpenter III, one of our directors, is a Vice President of Brockway & Moran Partners Inc.

ITEM 3: DEFAULTS UPON SENIOR SECURITIES

Not applicable.

ITEM 4: SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted to a vote of security holders during the third quarter of 2000.

ITEM 5: OTHER INFORMATION

Not applicable.

ITEM 6: EXHIBITS AND REPORTS ON FORM 8-K

(a) EXHIBITS

<TABLE>

<S>	<C>
2.1	Plan of Reorganization.*
3.1	Restated Articles of Incorporation of TTM Technologies, Inc. (the "Company").*
3.2	Restated Bylaws of the Company.*
4.1	Form of Common Stock Certificate.*
4.2	Registration Rights Agreement dated as of December 15, 1998 among the Company, Lewis O. Coley, III and Circuit Holdings, LLC.*
4.3	Registration Rights Agreement dated as of July 13, 1999 among the Company and certain Purchasers listed on Schedule I thereto.*
4.4	Registration Rights Agreement dated as of July 13, 1999 among the Company and certain Purchasers of Warrants listed on Schedule I thereto.*
4.5	Subscription Agreement dated as of July 13, 1999 among the Company and Purchasers of Company Common Stock listed on Schedule I thereto.*
10.1	Amended and Restated Credit Agreement dated as of September 29, 2000 among the Company, the Domestic Subsidiaries of the Company from time to time parties thereto, the Lender Parties thereto, First Union National Bank, as Administrative Agent, Fleet National Bank, as Syndication Agent, SunTrust Bank, as Documentation Agent, and First Union Capital Markets Corp., as Lead Arranger.
10.2	First Amendment to Amended and Restated Credit Agreement dated as of October 13, 2000 among the Company, the Domestic Subsidiaries of the Company identified as a "Guarantor" on the signature pages thereto, the Lender Parties thereto and First Union National Bank, as Administrative Agent.
10.3	Amended, Restated and Consolidated Management and Consulting Agreement dated as of September 19, 2000 among the Company, T.C. Management, L.L.C., T.C. Management IV, L.L.C. and Brockway Moran & Partners Management, L.P.
10.4	Employment Agreement dated as of August 3, 2000 between the Company and Kenton K. Alder.*
10.5	Amended and Restated Management Stock Option Plan.*
10.6	Form of Management Stock Option Agreement.*
10.7	2000 Equity Compensation Plan.
10.8	Form of Indemnification Agreement with directors, officers and key employees.*
21.1	Subsidiaries of the Company.*
27.1	Financial Data Schedule.

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\*These exhibits were filed as exhibits to the Company's Registration Statement on Form S-1 (File No. 333-39906) as indicated on the following table and are incorporated herein by this reference thereto:

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EXHIBIT IN THIS REPORT	Corresponding Exhibit in REGISTRATION STATEMENT ON FORM S-1 (FILE NO. 333-39906)
-----	-----
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3.1	3.3
3.2	3.4
4.1	4.1
4.2	4.2
4.3	4.3
4.4	4.4
4.5	4.6
10.4	10.7
10.5	10.15
10.6	10.16
10.7	10.19
21.1	21.1

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(b) REPORTS ON FORM 8-K.

On October 27, 2000, the Company filed a Report on Form 8-K dated September 29, 2000 describing the amendment and restatement of the Company's senior credit facility on September 29, 2000 and the amendment thereof on October 13, 2000.

SIGNATURES

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

<TABLE>

<S>

<C>  
TTM TECHNOLOGIES, INC.

By: /s/ Stacey Peterson  
-----

Stacey M. Peterson  
Chief Financial Officer and Secretary  
(Principal Financial and Accounting Officer)

Date: November 15, 2000

</TABLE>

[EXECUTION COPY]

\$70,000,000

AMENDED AND RESTATED  
CREDIT AGREEMENT

among

TTM TECHNOLOGIES, INC.,  
as Borrower,

THE DOMESTIC SUBSIDIARIES OF THE BORROWER  
FROM TIME TO TIME PARTIES HERETO,  
as Guarantors,

THE LENDERS PARTIES HERETO

and

FIRST UNION NATIONAL BANK,  
as Administrative Agent

and

FLEET NATIONAL BANK,  
as Syndication Agent

and

SUNTRUST BANK,  
as Documentation Agent

and

FIRST UNION CAPITAL MARKETS CORP.,  
as Lead Arranger

Dated as of September 29, 2000

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THIS AMENDED AND RESTATED CREDIT AGREEMENT, dated as of September 29, 2000, among TTM TECHNOLOGIES, INC. (formerly known as Pacific Circuits, Inc.), a Washington corporation (the "BORROWER"), those Domestic Subsidiaries of the Borrower identified as a "Guarantor" on the signature pages hereto and such other Domestic Subsidiaries of the Borrower as may from time to time become a party hereto (the "GUARANTORS"), the several banks and other financial institutions as may from time to time become parties to this Agreement

(collectively, the "LENDERS"; and individually, a "LENDER"), and FIRST UNION NATIONAL BANK, a national banking association, as administrative agent for the Lenders hereunder (in such capacity, the "ADMINISTRATIVE AGENT").

W I T N E S S E T H:

WHEREAS, the Borrower (formerly known as Pacific Circuits, Inc.) is party to that certain Credit Agreement, dated as of July 13, 1999, as amended from time to time thereafter (as amended, the "EXISTING CREDIT AGREEMENT"), among the Borrower, Circuit Holdings, LLC, a Delaware limited liability company and the Domestic Subsidiaries of the Borrower, as guarantors, the several banks and other financial institutions party thereto (the "EXISTING LENDERS") and First Union National Bank, as agent for the lenders thereunder; pursuant to which the Existing Lenders have agreed to make loans and other financial accommodations to the Borrower in the amount of up to \$127,500,000 pursuant to the terms and conditions contained therein.

WHEREAS, the Borrower intends to offer for sale certain of its capital stock in connection with the Initial Public Offering (as defined herein) and repay certain existing indebtedness of the Borrower;

WHEREAS, in connection with the Initial Public Offering and the repayment of certain existing indebtedness by the Borrower, the Borrower has requested that the parties to the Existing Credit Agreement increase the Revolving Commitment from \$15,000,000 to \$25,000,000 and restructure and reduce the Tranche A Term Loans in the initial aggregate principal amount of \$37,000,000 and the Tranche B Term Loans in the initial aggregate principal amount of \$75,000,000 to a single Term Loan in the initial aggregate principal amount of \$45,000,000 as more particularly described herein;

WHEREAS, the Lenders have agreed to amend and restate the Existing Credit Agreement and restructure the Existing Credit Agreement to provide for, among other things, \$70,000,000 in loans and other financial accommodations to the Borrower on the terms and conditions contained herein.

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

ARTICLE I

DEFINITIONS

SECTION 1.1 DEFINED TERMS.

As used in this Agreement, terms defined in the preamble to this Agreement have the meanings therein indicated, and the following terms have the following meanings:

"ACCOUNT DESIGNATION LETTER" shall mean the Notice of Account Designation Letter dated the Closing Date from the Borrower to the Administrative Agent substantially in the form attached hereto as SCHEDULE 1.1(A).

"ADDITIONAL CREDIT PARTY" shall mean each Person that becomes a Guarantor by execution of a Joinder Agreement in accordance with Section 5.10.

"ADMINISTRATIVE AGENT" shall have the meaning set forth in the first paragraph of this Agreement and any successors in such capacity.

"AFFILIATE" shall mean as to any Person, any other Person (excluding any Subsidiary) which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, a Person shall be deemed to be "controlled by" a Person if such Person possesses, directly or indirectly, power either (a) to vote 10% or more of the securities having ordinary voting power for the election of directors of such Person or (b) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

"AGREEMENT" shall mean this Amended and Restated Credit Agreement, as amended, modified or supplemented from time to time in accordance with its terms.

"ALTERNATE BASE RATE" shall mean, for any day, a rate per annum equal to the greater of (a) the Prime Rate in effect on such day and (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1%. For purposes hereof: "PRIME RATE" shall mean, at any time, the rate of interest per annum publicly announced from time to time by First Union at its principal office in Charlotte, North Carolina as its prime rate. Each change in the Prime Rate shall be effective as of the opening of business on the day such change in the Prime Rate occurs. The parties hereto acknowledge that the rate announced publicly by First Union as its Prime Rate is an index or base rate and shall not necessarily be its lowest or best rate charged to its customers or other banks; and "FEDERAL FUNDS EFFECTIVE RATE" shall mean, for any day, 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 on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published on the next succeeding Business Day, the average of the quotations for the day of such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it. If for any reason the Administrative Agent shall have determined (which determination shall be conclusive in the absence of manifest error) that it is unable to ascertain the Federal Funds

Effective Rate, for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms thereof, the Alternate Base Rate shall be determined without regard to clause (b) of the first sentence of this definition, as appropriate, until the circumstances giving rise to such inability no longer exist. Any change in the Alternate Base Rate due to a change in the Prime Rate or the Federal Funds Effective Rate shall be effective on the opening of business on the date of such change.

"ALTERNATE BASE RATE LOANS" shall mean Loans that bear interest at an interest rate based on the Alternate Base Rate.

"APPLICABLE PERCENTAGE" shall mean, for any day, the rate per annum set forth below opposite the applicable Level then in effect, it being understood that the Applicable Percentage for (i) Revolving Loans and Term Loans which are Alternate Base Rate Loans shall be the percentage set forth under the column "Alternate Base Rate Margin for Revolving Loans and Term Loans", (ii) Revolving Loans and Term Loans which are LIBOR Rate Loans shall be the percentage set forth under the column "LIBOR Rate Margin for Revolving Loans, Term Loans and Letter of Credit Fee", (iii) the Letter of Credit Fee shall be the percentage set forth under the column "LIBOR Rate Margin for Revolving Loans, Term Loans and Letter of Credit Fee", and (iv) the Commitment Fee shall be the percentage set forth under the column "Commitment Fee":

<TABLE>  
<CAPTION>

Level	Leverage Ratio	Alternate Base Rate Margin for Revolving Loans and Term Loans	LIBOR Rate Margin for Revolving Loans, Term Loans and Letter of Credit Fee	Commitment Fee
I	greater than or equal to 2.50 to 1.0	.50%	2.00%	.45%
II	less than 2.50 to 1.0 but greater than or equal to 2.00 to 1.0	.25%	1.75%	.40%
III	less than 2.00 to 1.0 but greater than or equal to 1.50 to 1.0	0%	1.50%	.35%
IV	less than 1.50 to 1.0 but greater than or equal to 1.00 to 1.0	0%	1.25%	.30%
V	less than 1.00 to 1.0	0%	1.00%	.30%

</TABLE>

The Applicable Percentage shall, in each case, be determined and adjusted quarterly on the date five (5) Business Days after the date on which the Administrative Agent has received from the Borrower the quarterly financial information and certifications required to be delivered to the Administrative Agent and the Lenders in accordance with the provisions of Sections 5.1(b) and 5.2(b) (each an "INTEREST DETERMINATION DATE"). Such Applicable Percentage shall be effective from such Interest Determination Date until the next such Interest Determination Date. The initial Applicable Percentages shall be based on a

minimum of Level III until the first Interest Determination Date occurring after September 30, 2000. After the Closing Date, if the Borrower shall fail to provide the quarterly financial information and certifications in accordance with the provisions of Sections 5.1(b) and 5.2(b), the Applicable Percentage from such Interest Determination Date shall, on the date five (5) Business Days after the date by which the Borrower was so required to provide such financial information and certifications to the Administrative Agent and the Lenders, be based on Level I until such time as such information and certifications are provided, whereupon the Level shall be determined by the then current Leverage Ratio.

"ASSET DISPOSITION" shall mean the disposition of any or all of the assets (including, without limitation, the Capital Stock of a Subsidiary or any ownership interest in a joint venture) of any Credit Party or any Subsidiary whether by sale, lease, transfer or otherwise. The term "Asset Disposition" shall not include (i) Specified Sales, (ii) the sale, lease or transfer of assets permitted by Section 6.5(a)(iii) or (iv) hereof, or (iii) any Equity Issuance.

"BANKRUPTCY CODE" shall mean the Bankruptcy Code in Title 11 of the United States Code, as amended, modified, succeeded or replaced from time to time.

"BORROWER" shall have the meaning set forth in the first paragraph of this Agreement.

"BORROWING DATE" shall mean, in respect of any Loan, the date such Loan is made.

"BUSINESS" shall have the meaning set forth in Section 3.10.

"BUSINESS DAY" shall mean a day other than a Saturday, Sunday or other day on which commercial banks in Charlotte, North Carolina or New York, New York are authorized or required by law to close; PROVIDED, HOWEVER, that when used in connection with a rate determination, borrowing or payment in respect of a LIBOR Rate Loan, the term "Business Day" shall also exclude any day on which banks in London, England are not open for dealings in Dollar deposits in the London interbank market.

"CAPITAL LEASE" shall mean any lease of property, real or personal, the obligations with respect to which are required to be capitalized on a balance sheet of the lessee in accordance with GAAP.

"CAPITAL LEASE OBLIGATIONS" shall mean the capitalized lease obligations relating to a Capital Lease determined in accordance with GAAP.

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"CAPITAL STOCK" shall mean (i) in the case of a corporation, capital stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock, (iii) in the case of a partnership, partnership interests (whether general or limited), (iv) in the case of a limited liability company, membership interests and (v) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"CASH EQUIVALENTS" shall mean (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 twelve months from the date of acquisition ("GOVERNMENT OBLIGATIONS"), (ii) U.S. dollar denominated (or foreign currency fully hedged) time deposits, certificates of deposit, Eurodollar time deposits and Eurodollar certificates of deposit of (y) any domestic commercial bank of recognized standing having capital and surplus in excess of \$250,000,000 or (z) any bank whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody's is at least P-1 or the equivalent thereof (any such bank being an "APPROVED BANK"), in each case with maturities of not more than 364 days from the date of acquisition, (iii) commercial paper and variable or fixed rate notes issued by any Approved Bank (or by the parent company thereof) or any variable rate notes issued by, or guaranteed by any domestic corporation rated A-1 (or the equivalent thereof) or better by S&P or P-1 (or the equivalent thereof) or better by Moody's and maturing within one year of the date of acquisition, (iv) repurchase agreements with a bank or trust company (including a Lender) or a recognized securities dealer having capital and surplus in excess of \$500,000,000 for direct obligations issued by or fully guaranteed by the United States of America, (v) obligations of any state of the United States or any political subdivision thereof for the payment of the principal and redemption price of and interest on which there shall have been irrevocably deposited Government Obligations maturing as to principal and interest at times and in amounts sufficient to provide such payment, and (vi) auction preferred stock rated in the highest short-term credit rating category by S&P or Moody's.

"CHANGE OF CONTROL" shall mean the occurrence of any of the following events: (a) the failure of the Sponsors or one or more of their Affiliates to maintain beneficial ownership, directly or indirectly, of Voting Stock of the Borrower representing at least 20% of the combined voting power of all Voting Stock of the Borrower, (b) any Person or two or more Persons acting in concert shall have acquired beneficial ownership, directly or indirectly, or shall have acquired by contract or otherwise, or shall have entered into a contract or arrangement that, upon consummation, will result in its or their acquisition of control over, Voting Stock of the Borrower (or other securities convertible into such Voting Stock) representing 33% or more of the combined voting power of all Voting Stock of the Borrower or (c) the occupation of a majority of the seats (other than vacant seats) on the board of directors of the Borrower by Persons who were neither (i) nominated by the board of directors of the Borrower nor (ii) appointed by directors so nominated. As used herein, "beneficial ownership" shall have the meaning provided in Rule 13d-3 of the Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934.

"CLOSING DATE" shall mean the date of this Agreement.

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"CODE" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"COLLATERAL" shall mean a collective reference to the collateral which is identified in, and at any time will be covered by, the Security Documents.

"COMMITMENT" shall mean the Revolving Commitment, the LOC Commitment, the Swingline Commitment, and the Term Loan Commitment, individually or collectively, as appropriate.

"COMMITMENT FEE" shall have the meaning set forth in Section 2.6(a).

"COMMITMENT PERCENTAGE" shall mean the Revolving Commitment Percentage, the LOC Commitment Percentage, and/or the Term Loan Commitment Percentage, as appropriate.

"COMMITMENT PERIOD" shall mean the period from and including the Funding Date to but not including the Revolving Commitment Termination Date.

"COMMITMENT TRANSFER SUPPLEMENT" shall mean a Commitment Transfer Supplement, substantially in the form of SCHEDULE 9.6(c).

"COMMONLY CONTROLLED ENTITY" shall mean an entity, whether or not incorporated, which is under common control with the Borrower within the meaning of Section 4001 of ERISA or is part of a group which includes the Borrower and which is treated as a single employer under Section 414 of the Code.

"CONSOLIDATED CAPITAL EXPENDITURES" means, for any period, all capital expenditures of the Borrower and its Subsidiaries on a consolidated basis for such period, as determined in accordance with GAAP. The term "Consolidated Capital Expenditures" shall not include (i) capital expenditures in respect of the reinvestment of proceeds derived from (A) Recovery Events or (B) a sale of assets pursuant to Section 6.5(a)(ii) received by the Borrower and its Subsidiaries to the extent that such reinvestment is permitted under the Credit Documents or (ii) up to \$3,300,000 of capital expenditures in respect of the purchase or conversion of the operating leases set forth on SCHEDULE 6.17 as permitted by Section 6.1(c).

"CONSOLIDATED EBITDA" means, for any period, the sum of (i) Consolidated Net Income for such period, plus (ii) an amount which, in the determination of Consolidated Net Income for such period, has been deducted for (A) Consolidated Interest Expense, (B) total federal, state, local and foreign income, value added and similar taxes, (C) losses (or MINUS gains) on the sale or disposition of assets outside the ordinary course of business, (D) depreciation, amortization expense and other non-cash charges, all as determined in accordance with GAAP, (E) amounts paid in respect of management fees to the extent permitted hereunder, (F) other non-recurring add-backs as set forth on SCHEDULE 1.1(d); provided that, notwithstanding the foregoing, in the event such period includes the first fiscal quarter of 2000 and/or the second fiscal quarter of 2000, Consolidated EBITDA for such fiscal quarters shall be the amounts set forth on SCHEDULE

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1.1(d), and (G) adjustments to EBITDA for such period approved by the Agent in its sole discretion.

"CONSOLIDATED INTEREST EXPENSE" means, for any period, all cash interest expense of the Borrower and its Subsidiaries (including, without limitation, the interest component under Capital Leases), as determined in accordance with GAAP.

"CONSOLIDATED NET INCOME" means, for any period, net income (excluding extraordinary items) after taxes for such period of the Borrower and its Subsidiaries on a consolidated basis, as determined in accordance with GAAP.

"CONSOLIDATED NET WORTH" means, as of any date with respect to the Borrower and its Subsidiaries on a consolidated basis, Consolidated Total Assets MINUS Consolidated Total Liabilities, as determined in accordance with GAAP.

"CONSOLIDATED TOTAL ASSETS" means, as of any date with respect to the Borrower and its Subsidiaries on a consolidated basis, total assets, as determined in accordance with GAAP.

"CONSOLIDATED TOTAL LIABILITIES" means, as of any date with respect to the Borrower and its Subsidiaries on a consolidated basis, total liabilities, as determined in accordance with GAAP.

"CONSOLIDATED WORKING CAPITAL" shall mean, at any time, the excess of (i) current assets (excluding cash) of the Borrower and its Subsidiaries on a consolidated basis at such time less (ii) current liabilities (including the Credit Party Obligations, but excluding the sum of (a) the current portion of long term Indebtedness, PLUS (b) accrued and unpaid interest on Indebtedness) of the Borrower and its Subsidiaries on a consolidated basis at such time, all as determined in accordance with GAAP.

"CONTRACTUAL OBLIGATION" shall mean, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or undertaking to which such Person is a party or by which it or any of its property is bound.

"CREDIT DOCUMENTS" shall mean this Agreement, each of the Notes, any Joinder Agreement, the Letters of Credit, LOC Documents and the Security Documents.

"CREDIT PARTY" shall mean any of the Borrower or the Guarantors.

"CREDIT PARTY OBLIGATIONS" shall mean, without duplication, (i) all of the obligations of the Credit Parties to the Lenders (including the Issuing Lender) and the Administrative Agent, whenever arising, under this Agreement, the Notes or any of the other Credit Documents (including, but not limited to, any interest accruing after the occurrence of a filing of a petition of bankruptcy under the Bankruptcy Code with respect to any Credit Party, regardless of whether such interest is an allowed claim under the Bankruptcy Code) and (ii) all liabilities and obligations, whenever arising, owing from the Borrower or any of its Subsidiaries to any Lender, or any Affiliate of a Lender, arising under any Hedging Agreement.

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"DEBT ISSUANCE" shall mean the issuance of any Indebtedness for borrowed money by any Credit Party or any of its Subsidiaries (excluding, for purposes hereof, any Equity Issuance or any Indebtedness of the Borrower and its Subsidiaries permitted to be incurred pursuant to Section 6.1 hereof).

"DEFAULT" shall mean any of the events specified in Section 7.1, whether or not any requirement for the giving of notice or the lapse of time, or both, or any other condition, has been satisfied.

"DEFAULTING LENDER" shall mean, at any time, any Lender that, at such time (a) has failed to make a Loan required pursuant to the term of this Credit Agreement, including the funding of a Participation Interest in accordance with the terms hereof, (b) has failed to pay to the Administrative Agent or any Lender an amount owed by such Lender pursuant to the terms of this Credit Agreement, or (c) has been deemed insolvent or has become subject to a bankruptcy or insolvency proceeding or to a receiver, trustee or similar official.

"DOLLARS" and "\$" shall mean dollars in lawful currency of the United States of America.

"DOMESTIC LENDING OFFICE" shall mean, initially, the office of each Lender designated as such Lender's Domestic Lending Office shown on SCHEDULE 9.2; and thereafter, such other office of such Lender as such Lender may from time to time specify to the Administrative Agent and the Borrower as the office of such Lender at which Alternate Base Rate Loans of such Lender are to be made.

"DOMESTIC SUBSIDIARY" shall mean any Subsidiary that is organized and existing under the laws of the United States or any state or commonwealth thereof or under the laws of the District of Columbia.

"ENVIRONMENTAL LAWS" shall mean any and all applicable foreign, Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, requirements of any Governmental Authority or other Requirement of Law (including common law) regulating, relating to or imposing

liability or standards of conduct concerning protection of human health or the environment, as now or may at any time be in effect during the term of this Agreement.

"EQUITY ISSUANCE" shall mean any issuance by any Credit Party or any Subsidiary to any Person which is not a Credit Party of (a) shares of its Capital Stock, (b) any shares of its Capital Stock pursuant to the exercise of options or warrants or (c) any shares of its Capital Stock pursuant to the conversion of any debt securities to equity. The term "Equity Issuance" shall not include (i) any Asset Disposition, (ii) any Debt Issuance or (iii) the Initial Public Offering.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

"EURODOLLAR RESERVE PERCENTAGE" shall mean for any day, the percentage (expressed as a decimal and rounded upwards, if necessary, to the next higher 1/100th of 1%) which is in effect for such day as prescribed by the Federal Reserve Board (or any successor) for determining the

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maximum reserve requirement (including without limitation any basic, supplemental or emergency reserves) in respect of Eurocurrency liabilities, as defined in Regulation D of such Board as in effect from time to time, or any similar category of liabilities for a member bank of the Federal Reserve System in New York City.

"EVENT OF DEFAULT" shall mean any of the events specified in Section 7.1; PROVIDED, HOWEVER, that any requirement for the giving of notice or the lapse of time, or both, or any other condition, has been satisfied.

"EXTENSION OF CREDIT" shall mean, as to any Lender, the making of a Loan by such Lender or the issuance of, or participation in, a Letter of Credit by such Lender.

"FEDERAL FUNDS EFFECTIVE RATE" shall have the meaning set forth in the definition of "Alternate Base Rate".

"FEE LETTER" shall mean the letter agreement dated August 29, 2000 addressed to the Borrower from the Administrative Agent, as amended, modified or otherwise supplemented.

"FIRST UNION" shall mean First Union National Bank, a national banking association.

"FIXED CHARGE COVERAGE RATIO" means, as of the end of each fiscal quarter of the Borrower, for the Borrower and its Subsidiaries on a consolidated basis for the four consecutive quarters ending on such date, the ratio of (i) Consolidated EBITDA for the applicable period to (ii) the sum of Consolidated Interest Expense for the applicable period PLUS Scheduled Funded Debt Payments for the applicable period PLUS cash taxes paid during the applicable period PLUS Consolidated Capital Expenditures for the applicable period. For purposes hereof, the Consolidated Interest Expense and the Scheduled Funded Debt Payment components of the Fixed Charge Coverage Ratio for the first three complete fiscal quarters to occur after the Closing Date shall be determined by annualizing the Consolidated Interest Expense and the Scheduled Funded Debt Payment components such that for the first complete fiscal quarter to occur after the Closing Date such components would be multiplied by four (4), the first two complete fiscal quarters would be multiplied by two (2) and the first three fiscal quarters would be multiplied by one and one-third (1 1/3).

"FOREIGN SUBSIDIARY" shall mean any Subsidiary that is not a Domestic Subsidiary.

"FUNDED DEBT" shall mean, with respect to the Borrower and its Subsidiaries on a consolidated basis, without duplication, (a) all Indebtedness of such Person other than Indebtedness of the types referred to in clause (e), (f), (i) and (l) of the definition of "Indebtedness" set forth in this Section 1.1, (b) all Funded Debt of others of the type referred to in clause (a) above secured by (or for which the holder of such Funded Debt has an existing right, contingent or otherwise, to be secured by) any Lien on, or payable out of the proceeds of production from, property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (c) all Guaranty Obligations of such Person with respect to Funded Debt of the type referred to in clause (a) above of another Person, and (d) Funded Debt of the type referred to in clause (a) above of any

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partnership or unincorporated joint venture in which such Person is legally obligated or has a reasonable expectation of being liable with respect thereto.



"FUNDING DATE" shall mean the date upon which the conditions in Section 4.2 shall have been satisfied and the initial Extensions of Credit shall have been made by the Lenders.

"GAAP" shall mean generally accepted accounting principles in effect in the United States of America applied on a consistent basis, SUBJECT, HOWEVER, in the case of determination of compliance with the financial covenants set out in Section 5.9 to the provisions of Section 1.3.

"GOVERNMENT ACTS" shall have the meaning set forth in Section 2.20.

"GOVERNMENTAL AUTHORITY" shall mean any nation or government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"GUARANTY OBLIGATIONS" means, with respect to any Person, without duplication, any obligations of such Person (other than endorsements in the ordinary course of business of negotiable instruments for deposit or collection) guaranteeing or intended to guarantee any Indebtedness of any other Person in any manner, whether direct or indirect, and including without limitation any obligation, whether or not contingent, (i) to purchase any such Indebtedness or any property constituting security therefor, (ii) to advance or provide funds or other support for the payment or purchase of any such Indebtedness or to maintain working capital, solvency or other balance sheet condition of such other Person (including without limitation keep well agreements, maintenance agreements, comfort letters or similar agreements or arrangements) for the benefit of any holder of Indebtedness of such other Person, (iii) to lease or purchase Property, securities or services primarily for the purpose of assuring the holder of such Indebtedness, or (iv) to otherwise assure or hold harmless the holder of such Indebtedness against loss in respect thereof. The amount of any Guaranty Obligation hereunder shall (subject to any limitations set forth therein) be deemed to be an amount equal to the outstanding principal amount (or maximum principal amount, if larger) of the Indebtedness in respect of which such Guaranty Obligation is made.

"GUARANTOR" shall mean the Domestic Subsidiaries identified as a "Guarantor" on the signature pages hereto and the Additional Credit Parties which execute a Joinder Agreement, together with their successors and permitted assigns.

"GUARANTY" shall mean the guaranty of the Guarantors set forth in Article X.

"HEDGING AGREEMENTS" shall mean, with respect to any Person, any agreement entered into to protect such Person against fluctuations in interest rates, or currency or raw materials values, including, without limitation, any interest rate swap, cap or collar agreement or similar arrangement between such Person and one or more counterparties, any foreign currency exchange agreement, currency protection agreements, commodity purchase or option agreements or other interest or exchange rate or commodity price hedging agreements.

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"INDEBTEDNESS" shall mean, with respect to any Person, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, or upon which interest payments are customarily made, (c) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person (other than customary reservations or retentions of title under agreements with suppliers entered into in the ordinary course of business), (d) all obligations of such Person issued or assumed as the deferred purchase price of property or services purchased by such Person (other than trade debt incurred in the ordinary course of business and due within six months of the incurrence thereof) which would appear as liabilities on a balance sheet of such Person, (e) all obligations of such Person under take-or-pay or similar arrangements or under commodities agreements, (f) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on, or payable out of the proceeds of production from, property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (g) all Guaranty Obligations of such Person with respect to Indebtedness of another Person, (h) the principal portion of all obligations of such Person under Capital Leases, (i) all obligations of such Person under Hedging Agreements, (j) the maximum amount of all standby letters of credit issued or bankers' acceptances facilities created for the account of such Person and, without duplication, all drafts drawn thereunder (to the extent unreimbursed), (k) all preferred Capital Stock issued by such Person and which by the terms thereof could be (at the request of the holders thereof or otherwise) subject to mandatory sinking fund payments, redemption or other acceleration, (l) the principal balance outstanding under any synthetic lease, tax retention operating lease, off-balance sheet loan or similar off-balance sheet financing product and (m) the Indebtedness of any partnership or unincorporated joint venture in which such Person is a general partner or a

joint venturer.

"INITIAL PUBLIC OFFERING" shall mean the initial public offering of common Capital Stock of the Borrower.

"INSOLVENCY" shall mean, with respect to any Multiemployer Plan, the condition that such Plan is insolvent within the meaning of such term as used in Section 4245 of ERISA.

"INSOLVENT" shall mean being in a condition of Insolvency.

"INTEREST DETERMINATION DATE" shall have the meaning assigned thereto in the definition of "Applicable Percentage".

"INTEREST PAYMENT DATE" shall mean (a) as to any Alternate Base Rate Loan or Swingline Loan, the last day of each March, June, September and December and on the applicable Maturity Date, (b) as to any LIBOR Rate Loan having an Interest Period of three months or less, the last day of such Interest Period, and (c) as to any LIBOR Rate Loan having an Interest Period longer than three months, each day which is three months after the first day of such Interest Period and the last day of such Interest Period.

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"INTEREST PERIOD" shall mean, with respect to any LIBOR Rate Loan,

(i) initially, the period commencing on the Borrowing Date or conversion date, as the case may be, with respect to such LIBOR Rate Loan and ending one, two, three or six months thereafter, as selected by the Borrower in the notice of borrowing or notice of conversion given with respect thereto; and

(ii) thereafter, each period commencing on the last day of the immediately preceding Interest Period applicable to such LIBOR Rate Loan and ending one, two, three or six months thereafter, as selected by the Borrower by irrevocable notice to the Administrative Agent not less than three Business Days prior to the last day of the then current Interest Period with respect thereto;

PROVIDED that the foregoing provisions are subject to the following:

(A) if any Interest Period pertaining to a LIBOR Rate Loan would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless the result of such extension would be to carry such Interest Period into another calendar month in which event such Interest Period shall end on the immediately preceding Business Day;

(B) any Interest Period pertaining to a LIBOR Rate Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the relevant calendar month;

(C) if the Borrower shall fail to give notice as provided above, the Borrower shall be deemed to have selected an Alternate Base Rate Loan to replace the affected LIBOR Rate Loan;

(D) any Interest Period in respect of any Loan that would otherwise extend beyond the applicable Maturity Date and, further with regard to the Term Loans, no Interest Period shall extend beyond any principal amortization payment date unless the portion of such Term Loan consisting of Alternate Base Rate Loans together with the portion of such Term Loan consisting of LIBOR Rate Loans with Interest Periods expiring prior to or concurrently with the date such principal amortization payment date is due, is at least equal to the amount of such principal amortization payment due on such date; and

(E) no more than six (6) LIBOR Rate Loans may be in effect at any time. For purposes hereof, LIBOR Rate Loans with different Interest Periods shall be considered as separate LIBOR Rate Loans, even if they shall begin on the same date and have the same duration, although borrowings, extensions and conversions may, in accordance with the provisions hereof, be combined at the

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end of existing Interest Periods to constitute a new LIBOR Rate Loan with a single Interest Period.

"ISSUING LENDER" shall mean First Union.

"ISSUING LENDER FEES" shall have the meaning set forth in Section 2.6(c).

"JOINDER AGREEMENT" shall mean a Joinder Agreement substantially in the form of SCHEDULE 5.10, executed and delivered by an Additional Credit Party in accordance with the provisions of Section 5.10.

"LENDER" shall have the meaning set forth in the first paragraph of this Agreement.

"LETTERS OF CREDIT" shall mean any letter of credit issued by the Issuing Lender pursuant to the terms hereof, as such Letters of Credit may be amended, modified, extended, renewed or replaced from time to time.

"LETTER OF CREDIT FEE" shall have the meaning set forth in Section 2.6(b).

"LEVERAGE RATIO" means, with respect to the Borrower and its Subsidiaries on a consolidated basis for the twelve month period ending on the last day of any fiscal quarter, the ratio of (a) Funded Debt of the Borrower and its Subsidiaries on a consolidated basis on the last day of such period to (b) Consolidated EBITDA for such twelve month period.

"LIBOR" shall mean, for any LIBOR Rate Loan for any Interest Period therefor, the rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) appearing on Telerate Page 3750 (or any successor page) as the London interbank offered rate for deposits in Dollars at approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Interest Period for a term comparable to such Interest Period. If for any reason such rate is not available, the term "LIBOR" shall mean, for any LIBOR Rate Loan for any Interest Period therefor, the rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) appearing on Reuters Screen LIBO Page as the London interbank offered rate for deposits in Dollars at approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Interest Period for a term comparable to such Interest Period; PROVIDED, HOWEVER, if more than one rate is specified on Reuters Screen LIBO Page, the applicable rate shall be the arithmetic mean of all such rates (rounded upwards, if necessary, to the nearest 1/100 of 1%). If, for any reason, neither of such rates is available, then "LIBOR" shall mean the rate per annum at which, as determined by the Administrative Agent, Dollars in an amount comparable to the Loans then requested are being offered to leading banks at approximately 11:00 A.M. London time, two (2) Business Days prior to the commencement of the applicable Interest Period for settlement in immediately available funds by leading banks in the London interbank market for a period equal to the Interest Period selected.

"LIBOR LENDING OFFICE" shall mean, initially, the office of each Lender designated as such Lender's LIBOR Lending Office shown on SCHEDULE 9.2; and thereafter, such other office of such Lender as such Lender may from time to time specify to the Administrative Agent and

the Borrower as the office of such Lender at which the LIBOR Rate Loans of such Lender are to be made.

"LIBOR RATE" shall mean a rate per annum (rounded upwards, if necessary, to the next higher 1/100th of 1%) determined by the Administrative Agent pursuant to the following formula:

$$\text{LIBOR Rate} = \frac{\text{LIBOR}}{1.00 - \text{Eurodollar Reserve Percentage}}$$

"LIBOR RATE LOAN" shall mean Loans the rate of interest applicable to which is based on the LIBOR Rate.

"LIEN" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any Capital Lease having substantially the same economic effect as any of the foregoing).

"LOAN" shall mean a Revolving Loan, a Swingline Loan, and/or the Term Loan as appropriate.

"LOC COMMITMENT" shall mean the commitment of the Issuing Lender to

issue Letters of Credit and with respect to each Lender, the commitment of such Lender to purchase participation interests in the Letters of Credit up to such Lender's LOC Committed Amount as specified in SCHEDULE 2.1(a), as such amount may be reduced from time to time in accordance with the provisions hereof.

"LOC COMMITMENT PERCENTAGE" shall mean, for each Lender, the percentage identified as its LOC Commitment Percentage on SCHEDULE 2.1(a), as such percentage may be modified in connection with any assignment made in accordance with the provisions of Section 9.6(c).

"LOC COMMITTED AMOUNT" shall mean, collectively, the aggregate amount of all of the LOC Commitments of the Lenders to issue and participate in Letters of Credit as referenced in Section 2.4 and, individually, the amount of each Lender's LOC Commitment as specified in SCHEDULE 2.1(a).

"LOC DOCUMENTS" shall mean, with respect to any Letter of Credit, such Letter of Credit, any amendments thereto, any documents delivered in connection therewith, any application therefor, and any agreements, instruments, guarantees or other documents (whether general in application or applicable only to such Letter of Credit) governing or providing for (i) the rights and obligations of the parties concerned or (ii) any collateral security for such obligations.

"LOC OBLIGATIONS" shall mean, at any time, the sum of (i) the maximum amount which is, or at any time thereafter may become, available to be drawn under Letters of Credit then outstanding, assuming compliance with all requirements for drawings referred to in such Letters

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of Credit PLUS (ii) the aggregate amount of all drawings under Letters of Credit honored by the Issuing Lender but not theretofore reimbursed.

"MANDATORY BORROWING" shall have the meaning set forth in Section 2.4(e) or Section 2.5(b)(ii), as the context may require.

"MATERIAL ADVERSE EFFECT" shall mean a material adverse effect on (a) the business, operations, property, condition (financial or otherwise) of the Borrower and its Subsidiaries taken as a whole, (b) the ability of the Borrower or any Guarantor to perform its obligations, when such obligations are required to be performed, under this Agreement, any of the Notes or any other Credit Document to which it is a party or (c) the validity or enforceability of this Agreement, any of the Notes or any of the other Credit Documents or the rights or remedies of the Administrative Agent or the Lenders hereunder or thereunder.

"MATERIAL CONTRACT" shall mean any contract or other arrangement, whether written or oral, to which the Borrower or any of its Subsidiaries is a party as to which the breach, nonperformance, cancellation or failure to renew by any party thereto could reasonably be expected to have a Material Adverse Effect.

"MATERIALS OF ENVIRONMENTAL CONCERN" shall mean any gasoline or petroleum (including crude oil or any fraction thereof) or petroleum products or any hazardous or toxic substances, materials or wastes, defined or regulated as such in or under any Environmental Law, including, without limitation, friable asbestos, polychlorinated biphenyls and urea-formaldehyde insulation.

"MATURITY DATE" shall mean (i) with respect to the Term Loan, the last scheduled quarterly payment date for the Term Loan set forth in Section 2.2(b) and (ii) with respect to the Revolving Loans, the Revolving Commitment Termination Date.

"MOODY'S" shall mean Moody's Investors Service, Inc.

"MORTGAGE INSTRUMENTS" shall have the meaning set forth in Section 4.2(c)(i).

"MORTGAGE POLICIES" shall have the meaning set forth in Section 4.2(c)(iii).

"MORTGAGED PROPERTIES" shall have the meaning set forth in Section 4.2(c)(i).

"MULTIEMPLOYER PLAN" shall mean a Plan which is a multiemployer plan as defined in Section 4001(a)(3) of ERISA.

"NET CASH PROCEEDS" shall mean the aggregate cash proceeds received by any Credit Party or any Subsidiary in respect of any Asset Disposition, Equity Issuance or Debt Issuance, net of (a) direct costs (including, without limitation, reasonable and customary legal, accounting, brokerage commissions, finder's fees and investment banking fees, and sales commissions and other similar fees and commissions), (b) taxes paid or payable as a result thereof and (c) the amount of any Indebtedness secured by a Lien in such asset that is required to be repaid upon such disposition; it being understood that "Net Cash

Proceeds" shall include, without limitation,

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any cash received upon the sale or other disposition of any non-cash consideration received by the Borrower or any Subsidiary in any Asset Disposition, Equity Issuance or Debt Issuance.

"NOTE" or "NOTES" shall mean the Revolving Notes, the Swingline Note, and/or the Term Notes, collectively, separately or individually, as appropriate.

"NOTICE OF BORROWING" shall mean the written notice of borrowing as referenced and defined in Section 2.1(b) (i) or 2.5(b) (i), as appropriate.

"NOTICE OF CONVERSION" shall mean the written notice of extension or conversion as referenced and defined in Section 2.11.

"OBLIGATIONS" shall mean, collectively, Loans and LOC Obligations.

"PARTICIPANT" shall have the meaning set forth in Section 9.6(b).

"PARTICIPATION INTEREST" shall mean the purchase by a Lender of a participation interest in Letters of Credit as provided in Section 2.4.

"PBGC" shall mean the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA.

"PERMITTED INVESTMENTS" shall mean:

- (i) cash and Cash Equivalents;
- (ii) receivables owing to the Borrower or any of its Subsidiaries or any receivables and advances to suppliers, in each case if created, acquired or made in the ordinary course of business and payable or dischargeable in accordance with customary trade terms;
- (iii) investments in and loans to any Credit Parties;
- (iv) loans and advances to officers, directors, employees and Affiliates in an aggregate amount not to exceed \$1,000,000 at any time outstanding;
- (v) investments (including debt obligations) received in connection with the bankruptcy or reorganization of suppliers and customers and in settlement of delinquent obligations of, and other disputes with, customers and suppliers arising in the ordinary course of business;
- (vi) investments, acquisitions or transactions permitted under Section 6.5(b);
- (vii) additional loan advances and/or investments of a nature not contemplated by the foregoing clauses hereof, PROVIDED that such loans, advances and/or investments made pursuant to this clause (vii) shall not exceed an aggregate amount of \$100,000;

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(viii) investments existing on the date hereof and set forth on SCHEDULE 1.1(c);

(ix) investments by the Borrower in Hedge Agreements permitted under Section 6.1(e); and

(x) investments consisting of intercompany debt permitted under Section 6.1(d).

As used herein, "INVESTMENT" means all investments, in cash or by delivery of property made, directly or indirectly in, to or from any Person, whether by acquisition of shares of Capital Stock, property, assets, indebtedness or other obligations or securities or by loan advance, capital contribution or otherwise.

"PERMITTED LIENS" shall mean:

(i) Liens created by or otherwise existing, under or in connection with this Agreement or the other Credit Documents in favor of the Lenders;

(ii) Liens in favor of a Lender hereunder in connection with Hedging Agreements, but only (A) to the extent such Liens secure obligations under Hedging Agreements with any Lender, or any Affiliate

of a Lender, (B) to the extent such Liens are on the same collateral as to which the Administrative Agent on behalf of the Lenders also has a Lien and (C) if such provider and the Lenders shall share PARI PASSU in the collateral subject to such Liens;

(iii) purchase money Liens securing purchase money indebtedness (and refinancings thereof) to the extent permitted under Section 6.1(c);

(iv) Liens for taxes, assessments, charges or other governmental levies not yet due or as to which the period of grace (not to exceed 60 days), if any, related thereto has not expired or which are being contested in good faith by appropriate proceedings, PROVIDED that adequate reserves with respect thereto are maintained on the books of the Borrower or its Subsidiaries, as the case may be, in conformity with GAAP (or, in the case of Subsidiaries with significant operations outside of the United States of America, generally accepted accounting principles in effect from time to time in their respective jurisdictions of incorporation);

(v) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other like Liens arising in the ordinary course of business which are not overdue for a period of more than 60 days or which are being contested in good faith by appropriate proceedings;

(vi) pledges or deposits in connection with workers' compensation, unemployment insurance and other social security legislation and deposits securing liability to insurance carriers under insurance or self-insurance arrangements;

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(vii) deposits to secure the performance of bids, trade contracts, (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;

(viii) any extension, renewal or replacement (or successive extensions, renewals or replacements) , in whole or in part, of any Lien referred to in the foregoing clauses; PROVIDED that such extension, renewal or replacement Lien shall be limited to all or a part of the property which secured the Lien so extended, renewed or replaced (plus improvements on such property);

(ix) Liens existing on the Closing Date and set forth on SCHEDULE 1.1(b); provided that (a) no such Lien shall at any time be extended to cover property or assets other than the property or assets subject thereto on the Closing Date and (b) the principal amount of the Indebtedness secured by such Liens shall not be extended, renewed, refunded or refinanced;

(x) Liens arising in connection with Capitalized Leases to the extent permitted under SECTION 6.1(c);

(xi) Liens on property of a Person existing at the time such Person is acquired, merged into or consolidated with the Borrower or any Subsidiary of the Borrower so long as such Liens were not created in contemplation of such acquisition, merger or consolidation;

(xii) Liens set forth in Exhibit B to the real property title reports set forth on SCHEDULE 1.1(b);

(xiii) any attachment or judgment Lien the existence of which, individually or in the aggregate, does not result in an Event of Default under Section 7.1(f); and

(xiv) other Liens securing debt outstanding in an aggregate principal amount not to exceed \$500,000.

"PERSON" shall mean an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity of whatever nature.

"PLAN" shall mean, at any particular time, any employee benefit plan which is covered by Title IV of ERISA and in respect of which the Borrower or a Commonly Controlled Entity is (or, if such plan were terminated at such time, would under Section 4069 of ERISA be deemed to be) an "employer" as defined in Section 3(5) of ERISA.

"PLEDGE AGREEMENT" shall mean the Amended and Restated Pledge Agreement dated as of the Closing Date to be executed in favor of the Administrative Agent by the Borrower and each of the other Credit Parties, as amended, modified,

restated or supplemented from time to time.

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"PRIME RATE" shall have the meaning set forth in the definition of Alternate Base Rate.

"PROPERTIES" shall have the meaning set forth in Section 3.10(a).

"PURCHASING LENDERS" shall have the meaning set forth in Section 9.6(c).

"RECOVERY EVENT" shall mean the receipt by the Borrower or any of its Subsidiaries of any cash insurance proceeds or condemnation award payable by reason of theft, loss, physical destruction or damage, taking or similar event with respect to any of their respective property or assets.

"REGISTER" shall have the meaning set forth in Section 9.6(d).

"REORGANIZATION" shall mean, with respect to any Multiemployer Plan, the condition that such Plan is in reorganization within the meaning of such term as used in Section 4241 of ERISA.

"REPORTABLE EVENT" shall mean any of the events set forth in Section 4043(c) of ERISA, other than those events as to which the thirty-day notice period is waived under PBGC Reg. Section 4043.

"REQUIRED LENDERS" means, at any time, Lenders which are then in compliance with their obligations hereunder (as determined by the Administrative Agent) and holding in the aggregate at least 51% of the Revolving Commitments (and Participation Interests therein) and the outstanding Term Loans (and Participation Interests therein) or if the Commitments have been terminated, the outstanding Revolving Loans and Term Loans and Participation Interests (including the Participation Interests of the Issuing Lender in any Letters of Credit and of the Swingline Lender in any Swingline Loans).

"REQUIREMENT OF LAW" shall mean, as to any Person, the Certificate of Incorporation and By-laws or other organizational or governing documents of such Person, and each law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"RESPONSIBLE OFFICER" shall mean, as to (a) the Borrower, the President and the Chief Executive Officer or the Chief Financial Officer or (b) any other Credit Party, any duly authorized officer thereof.

"RESTRICTED PAYMENT" shall mean (a) any dividend or other distribution, direct or indirect, on account of any shares of any class of Capital Stock of the Borrower or any of its Subsidiaries, now or hereafter outstanding, (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares of any class of Capital Stock of the Borrower or any of its Subsidiaries, now or hereafter outstanding, (c) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of Capital Stock of the Borrower or any of its Subsidiaries, now or

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hereafter outstanding, or (d) any payment or prepayment of principal of, premium, if any, or interest on, redemption, purchase, retirement, defeasance, sinking fund or similar payment with respect to, any Subordinated Debt.

"REVOLVING COMMITMENT" shall mean, with respect to each Lender, the commitment of such Lender to make Revolving Loans in an aggregate principal amount at any time outstanding up to such Lender's Revolving Committed Amount as specified in SCHEDULE 2.1(a), as such amount may be reduced from time to time in accordance with the provisions hereof.

"REVOLVING COMMITMENT PERCENTAGE" shall mean, for each Lender, the percentage identified as its Revolving Commitment Percentage on SCHEDULE 2.1(a), as such percentage may be modified in connection with any assignment made in accordance with the provisions of Section 9.6(c).

"REVOLVING COMMITMENT TERMINATION DATE" shall mean September 29, 2005.

"REVOLVING COMMITTED AMOUNT" shall mean, collectively, the aggregate amount of all Revolving Commitments as referenced in Section 2.1(a), as such amount may be reduced from time to time in accordance with the provisions hereof, and, individually, the amount of each Lender's Revolving Commitment as specified on SCHEDULE 2.1(a).

"REVOLVING LOANS" shall have the meaning set forth in Section 2.1.

"REVOLVING NOTE" or "REVOLVING NOTES" shall mean the promissory notes of the Borrower in favor of each of the Lenders evidencing the Revolving Loans provided pursuant to Section 2.1(e), individually or collectively, as appropriate, as such promissory notes may be amended, modified, supplemented, extended, renewed or replaced from time to time.

"S&P" shall mean Standard & Poor's Ratings Group, a division of McGraw Hill, Inc.

"SCHEDULED FUNDED DEBT PAYMENTS" shall mean, as of any date of determination for the Borrower and its Subsidiaries, the sum of all scheduled payments of principal on Funded Debt for the applied period ending on the date of determination (including the principal component of payments due on Capital Leases during the applicable period ending on the date of determination).

"SECURITY AGREEMENT" shall mean the Amended and Restated Security Agreement dated as of the Closing Date given by the Borrower and the other Credit Parties to the Administrative Agent, as amended, modified or supplemented from time to time in accordance with its terms.

"SECURITY DOCUMENTS" shall mean the Security Agreement, the Pledge Agreement, the Mortgage Instruments and such other documents executed and delivered in connection with the attachment and perfection of the Administrative Agent's security interests and liens arising thereunder, including, without limitation, UCC financing statements.

"SINGLE EMPLOYER PLAN" shall mean any Plan which is not a Multiemployer Plan.

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"SPECIFIED SALES" shall mean (a) the sale, transfer, lease or other disposition of inventory and materials in the ordinary course of business and (b) the sale, transfer or other disposition of Permitted Investments described in clause (i) of the definition thereof.

"SPONSORS" shall mean a collective reference to each of Brockway Moran & Partners Fund L.P. and Thayer Equity Investors IV, L.P.

"SUBORDINATED DEBT" shall mean any Indebtedness incurred by any Credit Party which by its terms is specifically subordinated in right of payment to the prior payment of the Credit Party Obligations.

"SUBORDINATED NOTES" shall mean collectively, (a) that certain subordinated note dated December 15, 1998 in the amount of \$51,043.65 from the Borrower to The Colleen Beckdolt Trust No. 2, (b) that certain Subordinated Note dated December 15, 1998 in the amount of \$51,043.65 from the Borrower to The Ian Lewis Coley Trust No. 2, (c) that certain subordinated note dated December 15, 1998 in the amount of \$3,547,912.70 from the Borrower to Lewis O. Coley, III, (d) that certain subordinated note dated December 15, 1998 in the amount of \$350,000.00 from the Borrower to Simon Dadoun and (e) those certain senior subordinated notes dated as of July 13, 1999 in the aggregate amount of \$12,500,000, from the Borrower to TCW/Crescent Mezzanine Partners II, L.P. and its Affiliates.

"SUBSIDIARY" shall mean, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of the Borrower.

"SWINGLINE COMMITMENT" shall mean the commitment of the Swingline Lender to make Swingline Loans in an aggregate principal amount at any time outstanding up to the Swingline Committed Amount, and the commitment of the Lenders to purchase participation interests in the Swingline Loans as provided in Section 2.5(b)(ii), as such amounts may be reduced from time to time in accordance with the provisions hereof.

"SWINGLINE COMMITTED AMOUNT" shall mean the amount of the Swingline Lender's Swingline Commitment as specified in Section 2.5(a).

"SWINGLINE LENDER" shall mean First Union, in its capacity as such.

"SWINGLINE LOAN" or "SWINGLINE LOANS" shall have the meaning set forth in Section 2.5(a).

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"SWINGLINE NOTE" shall mean the promissory note of the Borrower in favor of the Swingline Lender evidencing the Swingline Loans provided pursuant to Section 2.5(d), as such promissory note may be amended, modified, supplemented, extended, renewed or replaced from time to time.

"TAXES" shall have the meaning set forth in Section 2.19.

"TERM LOAN" shall have the meaning set forth in Section 2.2(a).

"TERM LOAN COMMITMENT" shall mean, with respect to each Lender, the commitment of such Lender to make its portion of the Term Loan in a principal amount equal to such Lender's Term Loan Commitment Percentage of the Term Loan Committed Amount (and for purposes of making determinations of Required Lenders hereunder after the Closing Date, the principal amount outstanding on the Term Loan).

"TERM LOAN COMMITMENT PERCENTAGE" shall mean, for any Lender, the percentage identified as its Term Loan Commitment Percentage on SCHEDULE 2.1(a), as such percentage may be modified in connection with any assignment made in accordance with the provisions of Section 9.6.

"TERM LOAN COMMITTED AMOUNT" shall have the meaning set forth in Section 2.2(a).

"TERM NOTE" or "TERM NOTES" shall mean the promissory notes of the Borrower in favor of each of the Lenders evidencing the portion of the Term Loan provided pursuant to Section 2.2(d), individually or collectively, as appropriate, as such promissory notes may be amended, modified, restated, supplemented, extended, renewed or replaced from time to time.

"TRANCHE" shall mean the collective reference to LIBOR Rate Loans whose Interest Periods begin and end on the same day. A Tranche may sometimes be referred to as a "LIBOR Tranche".

"TRANSFER EFFECTIVE DATE" shall have the meaning set forth in each Commitment Transfer Supplement.

"2.19 CERTIFICATE" shall have the meaning set forth in Section 2.19.

"TYPE" shall mean, as to any Loan, its nature as an Alternate Base Rate Loan or LIBOR Rate Loan or Swingline Loan, as the case may be.

"VOTING STOCK" means, with respect to any Person, Capital Stock issued by such Person the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even though the right so to vote has been suspended by the happening of such a contingency.

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## SECTION 1.2 OTHER DEFINITIONAL PROVISIONS.

(a) Unless otherwise specified therein, all terms defined in this Agreement shall have the defined meanings when used in the Notes or other Credit Documents or any certificate or other document made or delivered pursuant hereto.

(b) The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, subsection, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

## SECTION 1.3 ACCOUNTING TERMS.

Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder shall be made, and all financial statements required to be delivered hereunder shall be prepared in accordance with GAAP applied on a basis consistent with the most recent audited consolidated financial statements of the Borrower delivered to the Lenders; PROVIDED that, if the Borrower notifies the Administrative Agent that it wishes to amend any covenant in Section 5.9 to eliminate the effect of any change in GAAP on the operation of such covenant (or if the Administrative Agent notifies the Borrower that the Required Lenders wish to amend Section 5.9 for such purpose), then the Borrower's compliance with such covenant shall be determined on the basis of GAAP in effect immediately before the relevant change in GAAP became effective, until either such notice is withdrawn or such covenant is amended in a manner satisfactory to the Borrower and the Required Lenders.

The Borrower shall deliver to the Administrative Agent and each Lender

at the same time as the delivery of any annual or quarterly financial statements given in accordance with the provisions of Section 5.1, (i) a description in reasonable detail of any material change in the application of accounting principles employed in the preparation of such financial statements from those applied in the most recently preceding quarterly or annual financial statements as to which no objection shall have been made in accordance with the provisions above and (ii) a reasonable estimate of the effect on the financial statements on account of such changes in application.

## ARTICLE II

### THE LOANS; AMOUNT AND TERMS

#### SECTION 2.1 REVOLVING LOANS.

(a) REVOLVING COMMITMENT. During the Commitment Period, subject to the terms and conditions hereof, each Lender severally agrees to make revolving credit loans ("REVOLVING LOANS") to the Borrower from time to time for the purposes hereinafter set

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forth; PROVIDED, HOWEVER, that (i) with regard to each Lender individually, the sum of such Lender's share of outstanding Revolving Loans PLUS such Lender's Revolving Commitment Percentage of Swingline Loans PLUS such Lender's LOC Commitment Percentage of LOC Obligations shall not exceed such Lender's Revolving Commitment Percentage of the aggregate Revolving Committed Amount, and (ii) with regard to the Lenders collectively, the sum of the aggregate amount of outstanding Revolving Loans PLUS Swingline Loans PLUS LOC Obligations shall not exceed the Revolving Committed Amount. For purposes hereof, the aggregate amount available hereunder shall be TWENTY FIVE MILLION DOLLARS (\$25,000,000) (as such aggregate maximum amount may be reduced from time to time as provided in Section 2.7, the "REVOLVING COMMITTED AMOUNT"). Revolving Loans may consist of Alternate Base Rate Loans or LIBOR Rate Loans, or a combination thereof, as the Borrower may request, and may be repaid and reborrowed in accordance with the provisions hereof.

#### (b) REVOLVING LOAN BORROWINGS.

(i) NOTICE OF BORROWING. The Borrower shall request a Revolving Loan borrowing by written notice (or telephone notice promptly confirmed in writing which confirmation may be by fax) to the Administrative Agent not later than 1:00 P.M. (Charlotte, North Carolina time) on the Business Day prior to the date of requested borrowing in the case of Alternate Base Rate Loans, and on the third Business Day prior to the date of the requested borrowing in the case of LIBOR Rate Loans. Each such request for borrowing shall be irrevocable and shall specify (A) that a Revolving Loan is requested, (B) the date of the requested borrowing (which shall be a Business Day), (C) the aggregate principal amount to be borrowed, (D) whether the borrowing shall be comprised of Alternate Base Rate Loans, LIBOR Rate Loans or a combination thereof, and if LIBOR Rate Loans are requested, the Interest Period(s) therefor. A form of Notice of Borrowing (a "NOTICE OF BORROWING") is attached as SCHEDULE 2.1(b)(i). If the Borrower shall fail to specify in any such Notice of Borrowing (I) an applicable Interest Period in the case of a LIBOR Rate Loan, then such notice shall be deemed to be a request for an Interest Period of one month, or (II) the type of Revolving Loan requested, then such notice shall be deemed to be a request for an Alternate Base Rate Loan hereunder. The Administrative Agent shall give notice to each Lender promptly upon receipt of each Notice of Borrowing, the contents thereof and each such Lender's share thereof.

(ii) MINIMUM AMOUNTS. Each Revolving Loan borrowing shall be in a minimum aggregate amount of (A) with respect to LIBOR Rate Loans, \$1,000,000 and integral multiples of \$500,000 in excess thereof (or the remaining amount of the Revolving Committed Amount, if less) and (B) with respect to Alternate Base Rate Loans, \$500,000 and integral multiples of \$100,000 in excess thereof (or the remaining amount of the Revolving Committed Amount, if less).

(iii) ADVANCES. Each Lender will make its Revolving Commitment Percentage of each Revolving Loan borrowing available to the Administrative

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Agent for the account of the Borrower at the office of the Administrative Agent specified in SCHEDULE 9.2, or at such other office as the Administrative Agent may designate in writing, by 3:00 P.M. (Charlotte, North Carolina time) on the date specified in the applicable Notice of Borrowing in Dollars and in funds immediately available to the Administrative Agent. Such borrowing will then be made available to the Borrower by the Administrative Agent by crediting the account of the Borrower on the books of such office with the aggregate of the amounts made available to the Administrative Agent by the Lenders and in like funds as received by the Administrative Agent.

(c) REPAYMENT. The principal amount of all Revolving Loans shall be due and payable in full on the Revolving Commitment Termination Date.

(d) INTEREST. Subject to the provisions of Section 2.10, Revolving Loans shall bear interest as follows:

(i) ALTERNATE BASE RATE LOANS. During such periods as Revolving Loans shall be comprised of Alternate Base Rate Loans, each such Alternate Base Rate Loan shall bear interest at a per annum rate equal to the sum of the Alternate Base Rate PLUS the Applicable Percentage; and

(ii) LIBOR RATE LOANS. During such periods as Revolving Loans shall be comprised of LIBOR Rate Loans, each such LIBOR Rate Loan shall bear interest at a per annum rate equal to the sum of the LIBOR Rate PLUS the Applicable Percentage.

Interest on Revolving Loans shall be payable in arrears on each Interest Payment Date.

(e) REVOLVING NOTES. Each Lender's Revolving Commitment Percentage of the Revolving Loans shall be evidenced by a duly executed promissory note of the Borrower to such Lender in substantially the form of SCHEDULE 2.1(e).

SECTION 2.2 TERM LOAN FACILITY.

(a) TERM LOAN. Subject to the terms and conditions hereof and in reliance upon the representations and warranties set forth herein, each Lender severally agrees to make available to the Borrower on the Funding Date such Lender's Term Loan Commitment Percentage of a term loan in Dollars (the "TERM LOAN") in the aggregate principal amount of FORTY FIVE MILLION DOLLARS (\$45,000,000) (the "TERM LOAN COMMITTED AMOUNT") for the purposes hereinafter set forth. The Term Loan may consist of Alternate Base Rate Loans or LIBOR Rate Loans, or a combination thereof, as the Borrower may request. The Borrower shall request the initial Term Loan borrowing by written notice (or telephone notice promptly confirmed in writing which confirmation may be by fax) to the Administrative Agent not later than 1:00 P.M. (Charlotte, North Carolina time) on the Business Day prior to the date of requested borrowing. LIBOR Rate Loans shall be made by each Lender at its LIBOR Lending Office and Alternate

Base Rate Loans at its Domestic Lending Office. Amounts repaid on the Term Loan may not be reborrowed.

(b) REPAYMENT OF TERM LOAN. The principal amount of the Term Loan shall be repaid in twenty (20) consecutive fiscal quarterly installments as follows, unless accelerated sooner pursuant to Section 7.2:

<TABLE>  
<CAPTION>

PRINCIPAL AMORTIZATION PAYMENT DATES	TERM LOAN PRINCIPAL AMORTIZATION PAYMENT
DECEMBER 31, 2000	\$1,687,500
MARCH 31, 2001	\$1,687,500
JUNE 30, 2001	\$1,687,500
SEPTEMBER 30, 2001	\$1,687,500
DECEMBER 31, 2001	\$1,968,750

MARCH 31, 2002	\$1,968,750
JUNE 30, 2002	\$1,968,750
SEPTEMBER 30, 2002	\$1,968,750
DECEMBER 31, 2002	\$2,250,000
MARCH 31, 2003	\$2,250,000
JUNE 30, 2003	\$2,250,000
SEPTEMBER 30, 2003	\$2,250,000
DECEMBER 31, 2003	\$2,671,875
MARCH 31, 2004	\$2,671,875
JUNE 30, 2004	\$2,671,875
SEPTEMBER 30, 2004	\$2,671,875
DECEMBER 31, 2004	\$2,671,875
MARCH 31, 2005	\$2,671,875
JUNE 30, 2005	\$2,671,875
SEPTEMBER 30, 2005	\$2,671,875

</TABLE>

(c) INTEREST ON THE TERM LOAN. Subject to the provisions of Section 2.10, the Term Loan shall bear interest as follows:

(i) ALTERNATE BASE RATE LOANS. During such periods as the Term Loan shall be comprised of Alternate Base Rate Loans, each such Alternate Base Rate Loan shall bear interest at a per annum rate equal to the sum of the Alternate Base Rate PLUS the Applicable Percentage; and

(ii) LIBOR RATE LOANS. During such periods as the Term Loan shall be comprised of LIBOR Rate Loans, each such LIBOR Rate Loan shall bear interest at a per annum rate equal to the sum of the LIBOR Rate PLUS the Applicable Percentage.

Interest on the Term Loan shall be payable in arrears on each Interest Payment Date.

(d) TERM NOTES. Each Lender's Term Loan Commitment Percentage of the Term Loan outstanding as of the Closing Date shall be evidenced by a duly executed promissory note of the Borrower to such Lender in substantially the form of SCHEDULE 2.2(d).

SECTION 2.3 [INTENTIONALLY OMITTED].

SECTION 2.4 LETTER OF CREDIT SUBFACILITY.

(a) ISSUANCE. Subject to the terms and conditions hereof and of the LOC Documents, if any, and any other terms and conditions which the Issuing Lender may reasonably require, during the Commitment Period the Issuing Lender shall issue, and the Lenders shall participate in, Letters of Credit for the account of the Borrower from time to time upon request in a form acceptable to the Issuing Lender; PROVIDED, HOWEVER, that (i) the aggregate amount of LOC Obligations shall not at any time exceed FIVE MILLION DOLLARS (\$5,000,000) (the "LOC COMMITTED AMOUNT"), (ii) the sum of the aggregate amount of Revolving Loans PLUS Swingline Loans PLUS LOC Obligations shall not at any time exceed the Revolving Committed Amount, (iii) all Letters of Credit shall be denominated in U.S. Dollars and (iv) Letters of Credit shall be issued for the purpose of supporting tax-advantaged variable rate demand note financing and for other lawful corporate purposes and may be issued as standby letters of credit, including in connection with workers' compensation and other insurance programs, and trade letters of credit. Except as otherwise expressly agreed upon by all the Lenders, no Letter of Credit shall have an original expiry date more than twelve (12) months from the date of issuance; PROVIDED, HOWEVER, so long as no Default or Event of Default has occurred and is continuing and subject to the other terms and conditions to the issuance of Letters of Credit hereunder, the expiry dates of Letters of Credit may be extended annually or periodically from time to time on the request of the

Borrower or by operation of the terms of the applicable Letter of Credit to a date not more than twelve (12) months from the date of extension; PROVIDED, FURTHER, that no Letter of Credit, as originally issued or as extended, shall have an expiry date extending beyond the Revolving Commitment Termination Date. Each Letter of Credit shall comply with the related LOC Documents. The issuance and expiry date of each Letter of Credit shall be a Business Day. Any

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Letters of Credit issued hereunder shall be in a minimum original face amount of \$100,000. First Union shall be the Issuing Lender on all Letters of Credit issued after the Closing Date.

(b) NOTICE AND REPORTS. The request for the issuance of a Letter of Credit shall be submitted to the Issuing Lender at least five (5) Business Days prior to the requested date of issuance. The Issuing Lender will promptly upon request provide to the Administrative Agent for dissemination to the Lenders a detailed report specifying the Letters of Credit which are then issued and outstanding and any activity with respect thereto which may have occurred since the date of any prior report, and including therein, among other things, the account party, the beneficiary, the face amount, expiry date as well as any payments or expirations which may have occurred. The Issuing Lender will further provide to the Administrative Agent promptly upon request copies of the Letters of Credit. The Issuing Lender will provide to the Administrative Agent promptly upon request a summary report of the nature and extent of LOC Obligations then outstanding.

(c) PARTICIPATIONS. Each Lender upon issuance of a Letter of Credit shall be deemed to have purchased without recourse a risk participation from the Issuing Lender in such Letter of Credit and the obligations arising thereunder and any collateral relating thereto, in each case in an amount equal to its LOC Commitment Percentage of the obligations under such Letter of Credit and shall absolutely, unconditionally and irrevocably assume, as primary obligor and not as surety, and be obligated to pay to the Issuing Lender therefor and discharge when due, its LOC Commitment Percentage of the obligations arising under such Letter of Credit. Without limiting the scope and nature of each Lender's participation in any Letter of Credit, to the extent that the Issuing Lender has not been reimbursed as required hereunder or under any LOC Document, each such Lender shall pay to the Issuing Lender its LOC Commitment Percentage of such unreimbursed drawing in same day funds on the day of notification by the Issuing Lender of an unreimbursed drawing pursuant to the provisions of subsection (d) hereof. The obligation of each Lender to so reimburse the Issuing Lender shall be absolute and unconditional and shall not be affected by the occurrence of a Default, an Event of Default or any other occurrence or event. Any such reimbursement shall not relieve or otherwise impair the obligation of the Borrower to reimburse the Issuing Lender under any Letter of Credit, together with interest as hereinafter provided.

(d) REIMBURSEMENT. In the event of any drawing under any Letter of Credit, the Issuing Lender will promptly notify the Borrower and the Administrative Agent. The Borrower shall reimburse the Issuing Lender on the day of drawing under any Letter of Credit (either with the proceeds of a Revolving Loan or a Swingline Loan obtained hereunder or otherwise) in same day funds as provided herein or in the LOC Documents. If the Borrower shall fail to reimburse the Issuing Lender as provided herein, the unreimbursed amount of such drawing shall bear interest at a per annum rate equal to the Alternate Base Rate plus two percent (2%). Unless the Borrower shall immediately notify the Issuing Lender and the Administrative Agent of its intent to otherwise reimburse the Issuing Lender, the Borrower shall be deemed to have requested a Swingline Loan, or if and to the extent Swingline Loans shall be unavailable, a Revolving

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Loan in the amount of the drawing as provided in subsection (e) hereof, the proceeds of which will be used to satisfy the reimbursement obligations. The Borrower's reimbursement obligations hereunder shall be absolute and unconditional under all circumstances irrespective of any rights of set-off, counterclaim or defense to payment the Borrower may claim or have against the Issuing Lender, the Administrative Agent, the Lenders, the beneficiary of the Letter of Credit drawn upon or any other Person, including without limitation any defense based on any failure of the Borrower to receive consideration or the legality, validity, regularity or unenforceability of the Letter of Credit. The Issuing Lender will promptly notify the other Lenders of the amount of any unreimbursed drawing and each Lender shall promptly pay to the Administrative Agent for the account of the Issuing Lender in Dollars and in immediately available funds, the amount of such Lender's LOC

Commitment Percentage of such unreimbursed drawing. Such payment shall be made on the day such notice is received by such Lender from the Issuing Lender if such notice is received at or before 2:00 P.M. (Charlotte, North Carolina time), otherwise such payment shall be made at or before 12:00 Noon (Charlotte, North Carolina time) on the Business Day next succeeding the day such notice is received. If such Lender does not pay such amount to the Issuing Lender in full upon such request, such Lender shall, on demand, pay to the Administrative Agent for the account of the Issuing Lender interest on the unpaid amount during the period from the date of such drawing until such Lender pays such amount to the Issuing Lender in full at a rate per annum equal to, if paid within two (2) Business Days of the date of drawing, the Federal Funds Effective Rate and thereafter at a rate equal to the Alternate Base Rate. Each Lender's obligation to make such payment to the Issuing Lender, and the right of the Issuing Lender to receive the same, shall be absolute and unconditional, shall not be affected by any circumstance whatsoever and without regard to the termination of this Agreement or the Commitments hereunder, the existence of a Default or Event of Default or the acceleration of the Credit Party Obligations hereunder and shall be made without any offset, abatement, withholding or reduction whatsoever.

(e) REPAYMENT WITH REVOLVING LOANS. On any day on which the Borrower shall have requested, or been deemed to have requested (i) a Swingline Loan borrowing to reimburse a drawing under a Letter of Credit, the Swingline Lender shall make the Swingline Loan advance pursuant to the terms of the request or deemed request in accordance with the provisions for Swingline Loan advances hereunder or (ii) a Revolving Loan to reimburse a drawing under a Letter of Credit, the Administrative Agent shall give notice to the Lenders that a Revolving Loan has been requested or deemed requested in connection with a drawing under a Letter of Credit, in which case a Revolving Loan borrowing comprised entirely of Alternate Base Rate Loans (each such borrowing, a "MANDATORY BORROWING") shall be immediately made (without giving effect to any termination of the Commitments pursuant to Section 7.2) PRO RATA based on each Lender's respective Revolving Commitment Percentage (determined before giving effect to any termination of the Commitments pursuant to Section 7.2) and in the case of both clauses (i) and (ii) the proceeds thereof shall be paid directly to the Issuing Lender for application to the respective LOC Obligations. Each Lender hereby irrevocably agrees to make such Revolving Loans immediately upon any such request or deemed request on account of each Mandatory Borrowing in the amount and in the manner specified in the

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preceding sentence and on the same such date NOTWITHSTANDING (i) the amount of Mandatory Borrowing may not comply with the minimum amount for borrowings of Revolving Loans otherwise required hereunder, (ii) whether any conditions specified in Section 4.3 are then satisfied, (iii) whether a Default or an Event of Default then exists, (iv) failure for any such request or deemed request for Revolving Loan to be made by the time otherwise required in Section 2.1(b), (v) the date of such Mandatory Borrowing, or (vi) any reduction in the Revolving Committed Amount after any such Letter of Credit may have been drawn upon; PROVIDED, HOWEVER, that in the event any such Mandatory Borrowing should be less than the minimum amount for borrowings of Revolving Loans otherwise provided in Section 2.1(b)(ii), the Borrower shall pay to the Administrative Agent for its own account an administrative fee of \$500. In the event that any Mandatory Borrowing cannot for any reason be made on the date otherwise required above (including, without limitation, as a result of the commencement of a proceeding under the Bankruptcy Code), then each such Lender hereby agrees that it shall forthwith fund (as of the date the Mandatory Borrowing would otherwise have occurred, but adjusted for any payments received from the Borrower on or after such date and prior to such purchase) its Participation Interests in the outstanding LOC Obligations; PROVIDED, FURTHER, that in the event any Lender shall fail to fund its Participation Interest on the day the Mandatory Borrowing would otherwise have occurred, then the amount of such Lender's unfunded Participation Interest therein shall bear interest payable by such Lender to the Issuing Lender upon demand, at the rate equal to, if paid within two (2) Business Days of such date, the Federal Funds Effective Rate, and thereafter at a rate equal to the Alternate Base Rate.

(f) MODIFICATION, EXTENSION. The issuance of any supplement, modification, amendment, renewal, or extension to any Letter of Credit shall, for purposes hereof, be treated in all respects the same as the issuance of a new Letter of Credit hereunder.

(g) UNIFORM CUSTOMS AND PRACTICES. The Issuing Lender shall have the Letters of Credit be subject to The Uniform Customs and Practice for Documentary Credits, as published as of the date of issue by the International Chamber of Commerce (the "UCP"), in which case the UCP may be incorporated therein and deemed in all respects to be a part

thereof.

SECTION 2.5 SWINGLINE LOAN SUBFACILITY.

(a) SWINGLINE COMMITMENT. During the Commitment Period, subject to the terms and conditions hereof, the Swingline Lender, in its individual capacity, agrees to make certain revolving credit loans to the Borrower (each a "SWINGLINE LOAN" and, collectively, the "SWINGLINE LOANS") for the purposes hereinafter set forth; PROVIDED, HOWEVER, (i) the aggregate amount of Swingline Loans outstanding at any time shall not exceed FIVE MILLION DOLLARS (\$5,000,000) (the "SWINGLINE COMMITTED AMOUNT"), and (ii) the sum of the aggregate amount of outstanding Revolving Loans PLUS Swingline Loans PLUS LOC Obligations shall not exceed the Revolving Committed Amount. Swingline Loans hereunder may be repaid and reborrowed in accordance with the provisions hereof.

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(b) SWINGLINE LOAN BORROWINGS.

(i) NOTICE OF BORROWING AND DISBURSEMENT. The Swingline Lender will make Swingline Loans available to the Borrower on any Business Day upon request made by the Borrower not later than 2:00 P.M. (Charlotte, North Carolina time) on such Business Day. A notice of request for Swingline Loan borrowing shall be made in the form of SCHEDULE 2.1(b) (i) with appropriate modifications. Swingline Loan borrowings hereunder shall be made in minimum amounts of \$100,000 and in integral amounts of \$100,000 in excess thereof.

(ii) REPAYMENT OF SWINGLINE LOANS. Each Swingline Loan borrowing shall be due and payable on the Revolving Commitment Termination Date. The Swingline Lender may, at any time, in its sole discretion, by written notice to the Borrower and the Administrative Agent, demand repayment of its Swingline Loans by way of a Revolving Loan borrowing, in which case the Borrower shall be deemed to have requested a Revolving Loan borrowing comprised entirely of Alternate Base Rate Loans in the amount of such Swingline Loans; PROVIDED, HOWEVER, that, in the following circumstances, any such demand shall also be deemed to have been given one Business Day prior to each of (i) the Revolving Commitment Termination Date, (ii) the occurrence of any Event of Default described in Section 7.1(e), (iii) upon acceleration of the Credit Party Obligations hereunder, whether on account of an Event of Default described in Section 7.1(e) or any other Event of Default, and (iv) the exercise of remedies in accordance with the provisions of Section 7.2 hereof (each such Revolving Loan borrowing made on account of any such deemed request therefor as provided herein being hereinafter referred to as "MANDATORY BORROWING"). Each Lender hereby irrevocably agrees to make such Revolving Loans promptly upon any such request or deemed request on account of each Mandatory Borrowing in the amount and in the manner specified in the preceding sentence and on the same such date NOTWITHSTANDING (I) the amount of Mandatory Borrowing may not comply with the minimum amount for borrowings of Revolving Loans otherwise required hereunder, (II) whether any conditions specified in Section 4.3 are then satisfied, (III) whether a Default or an Event of Default then exists, (IV) failure of any such request or deemed request for Revolving Loans to be made by the time otherwise required in Section 2.1(b) (i), (V) the date of such Mandatory Borrowing, or (VI) any reduction in the Revolving Committed Amount or termination of the Revolving Commitments immediately prior to such Mandatory Borrowing or Contemporaneously therewith. In the event that any Mandatory Borrowing cannot for any reason be made on the date otherwise required above (including, without limitation, as a result of the commencement of a proceeding under the Bankruptcy Code), then each Lender hereby agrees that it shall forthwith purchase (as of the date the Mandatory Borrowing would otherwise have occurred, but adjusted for any payments received from the Borrower on or after such date and prior to such purchase) from the Swingline Lender such participations in the outstanding Swingline Loans as shall be necessary to cause

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each such Lender to share in such Swingline Loans ratably based upon its respective Revolving Commitment Percentage (determined before giving effect to any termination of the Commitments pursuant to Section 7.2); PROVIDED that (A) all interest payable on the Swingline Loans shall be for the account of the Swingline Lender until the date as of which the

respective participation is purchased, and (B) at the time any purchase of participations pursuant to this sentence is actually made, the purchasing Lender shall be required to pay to the Swingline Lender interest on the principal amount of such participation purchased for each day from and including the day upon which the Mandatory Borrowing would otherwise have occurred to but excluding the date of payment for such participation, at the rate equal to, if paid within two (2) Business Days of the date of the Mandatory Borrowing, the Federal Funds Effective Rate, and thereafter at a rate equal to the Alternate Base Rate.

(c) INTEREST ON SWINGLINE LOANS. Subject to the provisions of Section 2.10, Swingline Loans shall bear interest at a per annum rate equal to the Alternate Base Rate PLUS the applicable Percentage for Revolving Loans that are Alternate Base Rate Loans. Interest on Swingline Loans shall be payable in arrears on each Interest Payment Date.

(d) SWINGLINE NOTE. The Swingline Loans shall be evidenced by a duly executed promissory note of the Borrower to the Swingline Lender in the original amount of the Swingline Committed Amount and substantially in the form of SCHEDULE 2.5(d).

#### SECTION 2.6 FEES.

(a) COMMITMENT FEE. In consideration of the Revolving Commitment, the Borrower agrees to pay to the Administrative Agent for the ratable benefit of the Lenders a commitment fee (the "COMMITMENT FEE") in an amount equal to the Applicable Percentage per annum on the average daily unused amount of the aggregate Revolving Committed Amount. For purposes hereof, Letters of Credit shall be considered usage but Swingline Loans shall not be considered usage under the aggregate Revolving Commitment Amount. The Commitment Fee shall be payable quarterly in arrears on the 15th day following the last day of each calendar quarter for the prior calendar quarter.

(b) LETTER OF CREDIT FEES. In consideration of the LOC Commitments, the Borrower agrees to pay to the Issuing Lender a fee (the "LETTER OF CREDIT FEE") equal to the Applicable Percentage per annum on the average daily maximum amount available to be drawn under each Letter of Credit from the date of issuance to the date of expiration. In addition to such Letter of Credit Fee, the Issuing Lender may charge, and retain for its own account without sharing by the other Lenders, an additional facing fee of one-fourth of one percent (1/4%) per annum on the average daily maximum amount available to be drawn under each such Letter of Credit issued by it. The Issuing Lender shall promptly pay over to the Administrative Agent for the ratable benefit of the Lenders (including the Issuing Lender) the Letter of Credit Fee. The Letter of Credit Fee shall be payable quarterly in arrears on the 15th day following the last day of each calendar quarter for the prior calendar quarter.

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(c) ISSUING LENDER FEES. In addition to the Letter of Credit Fees payable pursuant to subsection (b) hereof, the Borrower shall pay to the Issuing Lender for its own account without sharing by the other Lenders the reasonable and customary charges from time to time of the Issuing Lender with respect to the amendment, transfer, administration, cancellation and conversion of, and drawings under, such Letters of Credit (collectively, the "ISSUING LENDER FEES").

(d) ADMINISTRATIVE FEE. The Borrower agrees to pay to the Administrative Agent the annual administrative fee as described in the Fee Letter.

#### SECTION 2.7 COMMITMENT REDUCTIONS.

(a) VOLUNTARY REDUCTIONS. The Borrower shall have the right to terminate or permanently reduce the unused portion of the Revolving Committed Amount at any time or from time to time upon not less than five Business Days' prior notice to the Administrative Agent (which shall notify the Lenders thereof as soon as practicable) of each such termination or reduction, which notice shall specify the effective date thereof and the amount of any such reduction which shall be in a minimum amount of \$1,000,000 or a whole multiple of \$500,000 in excess thereof and shall be irrevocable and effective upon receipt by the Administrative Agent, PROVIDED that no such reduction or termination shall be permitted if after giving effect thereto, and to any prepayments of the Revolving Loans made on the effective date thereof, the sum of the then outstanding aggregate principal amount of the Revolving Loans PLUS Swingline Loans PLUS LOC Obligations would exceed the Revolving Committed Amount.



(b) MANDATORY REDUCTIONS. On any date that the Revolving Loans are required to be prepaid pursuant to the terms of Section 2.8(b) (ii), (iii) and (iv), the Revolving Committed Amount shall be automatically permanently reduced by the amount of such required prepayment and/or reduction.

(c) REVOLVING COMMITMENT TERMINATION DATE. The Revolving Commitment and the LOC Commitment and the Swingline Commitment shall automatically terminate on the Revolving Commitment Termination Date.

#### SECTION 2.8 PREPAYMENTS.

(a) OPTIONAL PREPAYMENTS. The Borrower shall have the right to prepay Loans in whole or in part from time to time; PROVIDED, HOWEVER, that each partial prepayment of Revolving Loans and the Term Loan shall be in a minimum principal amount of \$1,000,000 and integral multiples of \$1,000,000 in excess thereof, and each prepayment of Swingline Loans shall be in a minimum principal amount of \$100,000 and integral multiples of \$100,000 in excess thereof. The Borrower shall give three Business Days' irrevocable notice in the case of LIBOR Rate Loans and one Business Day's irrevocable notice in the case of Alternate Base Rate Loans, to the Administrative Agent (which shall notify the Lenders thereof as soon as practicable). Amounts prepaid under this Section

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2.8(a) shall be applied first to the Term Loan to the then next two remaining scheduled principal installments and then ratably to the remaining scheduled principal installments thereof until paid in full and then to the Revolving Loans, in each case first to Alternate Base Rate Loans and then to LIBOR Rate Loans in direct order of Interest Period maturities. All prepayments under this Section 2.8(a) shall be subject to Section 2.18, but otherwise without premium or penalty. Interest on the principal amount prepaid shall be payable on the next occurring Interest Payment Date that would have occurred had such loan not been prepaid or, at the request of the Administrative Agent, interest on the principal amount prepaid shall be payable on any date that a prepayment is made hereunder through the date of prepayment. Amounts prepaid on the Revolving Loans may be reborrowed in accordance with the terms hereof. Amounts prepaid on the Term Loan may not be reborrowed.

(b) MANDATORY PREPAYMENTS.

(i) REVOLVING COMMITTED AMOUNT. If at any time after the Closing Date, the sum of the aggregate principal amount of outstanding Revolving Loans PLUS Swingline Loans PLUS LOC Obligations shall exceed the Revolving Committed Amount, the Borrower immediately shall prepay the Revolving Loans and (after all Revolving Loans have been repaid) cash collateralize the LOC Obligations, in an amount sufficient to eliminate such excess.

(ii) ASSET DISPOSITIONS. Promptly following any Asset Disposition in excess of \$1,000,000 in the aggregate for all such Asset Dispositions in any fiscal year, the Borrower shall prepay the Loans in an aggregate amount equal to the Net Cash Proceeds derived from such Asset Disposition (such prepayment to be applied as set forth in clause (v) below); provided, however, that such Net Cash Proceeds shall not be required to be so applied to the extent the Borrower delivers to the Administrative Agent a certificate stating that it intends to use such Net Cash Proceeds to acquire fixed or capital assets in replacement of the disposed assets within 180 days of the receipt of such Net Cash Proceeds, it being expressly agreed that any Net Cash Proceeds not so reinvested shall be applied to repay the Loans immediately thereafter.

(iii) DEBT ISSUANCES. Immediately upon receipt by any Credit Party of proceeds from any Debt Issuance, the Borrower shall prepay the Loans in an aggregate amount equal to one hundred percent (100%) of the Net Cash Proceeds of such Debt Issuance to the Lenders (such prepayment to be applied as set forth in clause (v) below).

(iv) RECOVERY EVENT. To the extent of cash proceeds received in connection with a Recovery Event which are in excess of \$250,000 in the aggregate and which are not applied in accordance with Section 6.5(a)(ii), immediately following the 180th day occurring after the receipt by a Credit Party of such cash proceeds, the Borrower shall prepay the Loans in an aggregate

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amount equal to one-hundred percent (100%) of such cash proceeds to the Lenders (such prepayment to be applied as set forth in clause (v) below).

(v) APPLICATION OF MANDATORY PREPAYMENTS. All amounts required to be paid pursuant to this Section 2.8(b) shall be applied as follows: (A) with respect to all amounts prepaid pursuant to Section 2.8(b)(i), to Revolving Loans and (after all Revolving Loans have been repaid) to a cash collateral account in respect of LOC Obligations, (B) with respect to all amounts prepaid pursuant to Section 2.8(b)(ii), pro rata across the Revolving Loans (with a corresponding reduction in the Revolving Commitments) and the Term Loan outstanding as of such date and (C) with respect to all amounts prepaid pursuant to Sections 2.8(b)(iii) and (iv), (1) FIRST to the Term Loan (first to the then next two remaining scheduled principal installments and then ratably to the remaining principal installments thereof) and (2) SECOND to the Revolving Loans and (after all Revolving Loans have been repaid) to a cash collateral account in respect of LOC Obligations. Within the parameters of the applications set forth above, prepayments shall be applied first to Alternate Base Rate Loans and then to LIBOR Rate Loans in direct order of Interest Period maturities. All prepayments under this Section 2.8(b) shall be subject to Section 2.18 and be accompanied by interest on the principal amount prepaid through the date of prepayment.

#### SECTION 2.9 MINIMUM PRINCIPAL AMOUNT OF TRANCHES.

All borrowings, payments and prepayments in respect of Revolving Loans and the Term Loan shall be in such amounts and be made pursuant to such elections so that after giving effect thereto the aggregate principal amount of the Revolving Loans and the Term Loan comprising any Tranche shall not be less than (i) with respect to LIBOR Rate Loans, \$1,000,000 or a whole multiple of \$500,000 in excess thereof and (ii) with respect to Base Rate Loans, \$500,000 in the aggregate or a whole multiple of \$100,000 in excess thereof.

#### SECTION 2.10 DEFAULT RATE AND PAYMENT DATES.

Upon the occurrence, and during the continuance, of an Event of Default, the principal of and, to the extent permitted by law, interest on the Loans and any other amounts owing hereunder or under the other Credit Documents shall bear interest, payable on demand, at a per annum rate 2% greater than the rate which would otherwise be applicable (or if no rate is applicable, whether in respect of interest, fees or other amounts, then the Alternate Base Rate PLUS 2%).

#### SECTION 2.11 CONVERSION OPTIONS.

(a) The Borrower may, in the case of Revolving Loans and the Term Loan, elect from time to time to convert Alternate Base Rate Loans to LIBOR Rate Loans, by giving the Administrative Agent at least three Business Days' prior irrevocable written notice of such election. A form of Notice of Conversion/ Extension is attached as SCHEDULE 2.11. If the date upon which an Alternate Base Rate Loan is to be converted to a LIBOR Rate Loan is not a Business Day, then such conversion shall be made on the

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next succeeding Business Day and during the period from such last day of an Interest Period to such succeeding Business Day such Loan shall bear interest as if it were an Alternate Base Rate Loan. All or any part of outstanding Alternate Base Rate Loans may be converted as provided herein, PROVIDED that (i) no Loan may be converted into a LIBOR Rate Loan when any Default or Event of Default has occurred and is continuing and (ii) partial conversions shall be in an aggregate principal amount of \$400,000 or a whole multiple of \$100,000 in excess thereof.

(b) Any LIBOR Rate Loans may be continued as such upon the expiration of an Interest Period with respect thereto by compliance by the Borrower with the notice provisions contained in Section 2.11(a); PROVIDED, that no LIBOR Rate Loan may be continued as such when any Default or Event of Default has occurred and is continuing, in which case such Loan shall be automatically converted to an Alternate Base Rate Loan at the end of the applicable Interest Period with respect thereto. If the Borrower shall fail to give timely notice of an election to continue a LIBOR Rate Loan, or the continuation of LIBOR Rate Loans is not permitted hereunder, such LIBOR Rate Loans shall be automatically converted to Alternate Base Rate Loans at the end of the applicable Interest Period with respect thereto.

SECTION 2.12 COMPUTATION OF INTEREST AND FEES.

(a) Interest payable hereunder with respect to Alternate Base Rate Loans shall be calculated on the basis of a year of 365 days (or 366 days, as applicable) for the actual days elapsed. All other fees, interest and all other amounts payable hereunder shall be calculated on the basis of a 360 day year for the actual days elapsed. The Administrative Agent shall as soon as practicable notify the Borrower and the Lenders of each determination of a LIBOR Rate on the Business Day of the determination thereof. Any change in the interest rate on a Loan resulting from a change in the Alternate Base Rate shall become effective as of the opening of business on the day on which such change in the Alternate Base Rate shall become effective. The Administrative Agent shall as soon as practicable notify the Borrower and the Lenders of the effective date and the amount of each such change.

(b) Each determination of an interest rate by the Administrative Agent pursuant to any provision of this Agreement shall be conclusive and binding on the Borrower and the Lenders in the absence of manifest error. The Administrative Agent shall, at the request of the Borrower, deliver to the Borrower a statement showing the computations used by the Administrative Agent in determining any interest rate.

SECTION 2.13 PRO RATA TREATMENT AND PAYMENTS.

(a) Each borrowing of Revolving Loans and any reduction of the Revolving Commitments shall be made PRO RATA according to the respective Commitment Percentages of the Lenders. Each payment under this Agreement or any Note shall be applied, first, to any fees then due and owing by the Borrower pursuant to Section 2.6, second, to interest then due and owing in respect of the Notes of the Borrower and, third, to principal then due and owing hereunder and

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under the Notes of the Borrower. Each payment on account of any fees pursuant to Section 2.6 shall be made PRO RATA in accordance with the respective amounts due and owing (except as to the portion of the Letter of Credit retained by the Issuing Lender and the Issuing Lender Fees). Each payment (other than prepayments) by the Borrower on account of principal of and interest on the Revolving Loans and on the Term Loan shall be made PRO RATA according to the respective amounts due and owing in accordance with Section 2.8 hereof. Prepayments made pursuant to Section 2.16 shall be applied in accordance with such section. Each mandatory prepayment on account of principal of the Loans shall be applied in accordance with Section 2.8(b). All payments (including prepayments) to be made by the Borrower on account of principal, interest and fees shall be made without defense, set-off or counterclaim (except as provided in Section 2.19(b)) and shall be made to the Administrative Agent for the account of the Lenders at the Administrative Agent's office specified on SCHEDULE 9.2 in Dollars and in immediately available funds not later than 2:00 P.M. (Charlotte, North Carolina time) on the date when due. The Administrative Agent shall distribute such payments to the Lenders entitled thereto promptly upon receipt in like funds as received. If any payment hereunder (other than payments on the LIBOR Rate Loans) becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day, and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. If any payment on a LIBOR Rate Loan becomes due and payable on a day other than a Business Day, the maturity thereof shall be extended to the next succeeding Business Day unless the result of such extension would be to extend such payment into another calendar month, in which event such payment shall be made on the immediately preceding Business Day.

(b) ALLOCATION OF PAYMENTS AFTER EVENT OF DEFAULT.

Notwithstanding any other provisions of this Credit Agreement to the contrary, after the occurrence and during the continuance of an Event of Default, all amounts collected or received by the Administrative Agent or any Lender on account of the Credit Party Obligations or any other amounts outstanding under any of the Credit Documents or in respect of the Collateral shall be paid over or delivered as follows:

FIRST, to the payment of all reasonable out-of-pocket costs and expenses (including without limitation reasonable attorneys' fees) of the Administrative Agent in connection with enforcing the rights of the Lenders under the Credit Documents and any protective advances made by the Administrative Agent with respect to the Collateral under or pursuant to the terms of the Collateral Documents;

SECOND, to payment of any fees owed to the Administrative Agent;

THIRD, to the payment of all reasonable out-of-pocket costs

and expenses (including without limitation, reasonable attorneys' fees) of each of the Lenders in connection with enforcing its rights under the Credit Documents or otherwise with respect to the Credit Party Obligations owing to such Lender;

FOURTH, to the payment of all of the Credit Party Obligations consisting of accrued fees and interest;

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FIFTH, to the payment of the outstanding principal amount of the Credit Party Obligations (including the payment or cash collateralization of the outstanding LOC Obligations);

SIXTH, to all other Credit Party Obligations and other obligations which shall have become due and payable under the Credit Documents or otherwise and not repaid pursuant to clauses "FIRST" through "FIFTH" above; and

SEVENTH, to the payment of the surplus, if any, to whoever may be lawfully entitled to receive such surplus.

In carrying out the foregoing, (i) amounts received shall be applied in the numerical order provided until exhausted prior to application to the next succeeding category; (ii) each of the Lenders shall receive an amount equal to its pro rata share (based on the proportion that the then outstanding Loans and LOC Obligations held by such Lender bears to the aggregate then outstanding Loans and LOC Obligations) of amounts available to be applied pursuant to clauses "THIRD", "FOURTH", "FIFTH" and "SIXTH" above; and (iii) to the extent that any amounts available for distribution pursuant to clause "FIFTH" above are attributable to the issued but undrawn amount of outstanding Letters of Credit, such amounts shall be held by the Administrative Agent in a cash collateral account and applied (A) first, to reimburse the Issuing Lender from time to time for any drawings under such Letters of Credit and (B) then, following the expiration of all Letters of Credit, to all other obligations of the types described in clauses "FIFTH" and "SIXTH" above in the manner provided in this Section 2.13(b).

#### SECTION 2.14 NON-RECEIPT OF FUNDS BY THE ADMINISTRATIVE AGENT.

(a) Unless the Administrative Agent shall have been notified in writing by a Lender prior to the date a Loan is to be made by such Lender (which notice shall be effective upon receipt) that such Lender does not intend to make the proceeds of such Loan available to the Administrative Agent, the Administrative Agent may assume that such Lender has made such proceeds available to the Administrative Agent on such date, and the Administrative Agent may in reliance upon such assumption (but shall not be required to) make available to the Borrower a corresponding amount. If such corresponding amount is not in fact made available to the Administrative Agent, the Administrative Agent shall be able 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 will promptly notify the Borrower, and the Borrower shall immediately pay such corresponding amount to the Administrative Agent. The Administrative Agent shall also be entitled to recover from the Lender or the Borrower, 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 Borrower to the date such corresponding amount is recovered by the Administrative Agent at a per annum rate equal to (i) from the Borrower at the applicable rate for the applicable borrowing pursuant to the Notice of Borrowing and (ii) from a Lender at the Federal Funds Effective Rate.

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(b) Unless the Administrative Agent shall have been notified in writing by the Borrower, prior to the date on which any payment is due from it hereunder (which notice shall be effective upon receipt) that the Borrower does not intend to make such payment, the Administrative Agent may assume that such Borrower has made such payment when due, and the Administrative Agent may in reliance upon such assumption (but shall not be required to) make available to each Lender on such payment date an amount equal to the portion of such assumed payment to which such Lender is entitled hereunder, and if the Borrower has not in fact made such payment to the Administrative Agent, such Lender shall, on demand, repay to the Administrative Agent the amount made available to such Lender. If such amount is repaid to the Administrative Agent on a date after the date such amount was made available to such Lender, such Lender shall pay to the Administrative Agent on demand interest on such amount in respect of each day from the date such amount was made available by the Administrative Agent to such

Lender to the date such amount is recovered by the Administrative Agent at a per annum rate equal to the Federal Funds Effective Rate.

(c) A certificate of the Administrative Agent submitted to the Borrower or any Lender with respect to any amount owing under this Section 2.14 shall be conclusive in the absence of manifest error.

#### SECTION 2.15 INABILITY TO DETERMINE INTEREST RATE.

Notwithstanding any other provision of this Agreement, if (i) the Administrative Agent shall reasonably determine (which determination shall be conclusive and binding absent manifest error) that, by reason of circumstances affecting the relevant market, reasonable and adequate means do not exist for ascertaining LIBOR for such Interest Period, or (ii) the Required Lenders shall reasonably determine (which determination shall be conclusive and binding absent manifest error) that the LIBOR Rate does not adequately and fairly reflect the cost to such Lenders of funding LIBOR Rate Loans that the Borrower has requested be outstanding as a LIBOR Tranche during such Interest Period, the Administrative Agent shall forthwith give telephone notice of such determination, confirmed in writing, to the Borrower, and the Lenders at least two Business Days prior to the first day of such Interest Period. Unless the Borrower shall have notified the Administrative Agent upon receipt of such telephone notice that it wishes to rescind or modify its request regarding such LIBOR Rate Loans, any Loans that were requested to be made as LIBOR Rate Loans shall be made as Alternate Base Rate Loans and any Loans that were requested to be converted into or continued as LIBOR Rate Loans shall remain or be converted into Alternate Base Rate Loans. Until any such notice has been withdrawn by the Administrative Agent, no further Loans shall be made as, continued as, or converted into, LIBOR Rate Loans for the Interest Periods so affected.

#### SECTION 2.16 ILLEGALITY.

Notwithstanding any other provision of this Agreement, if the adoption of or any change in any relevant Requirement of Law or in the interpretation or application thereof by the relevant Governmental Authority to any Lender shall make it unlawful for such Lender or its LIBOR

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Lending Office to make or maintain LIBOR Rate Loans as contemplated by this Agreement or to obtain in the interbank eurodollar market through its LIBOR Lending Office the funds with which to make such Loans, (a) such Lender shall promptly notify the Administrative Agent and the Borrower thereof, (b) the commitment of such Lender hereunder to make LIBOR Rate Loans or continue LIBOR Rate Loans as such shall forthwith be suspended until the Administrative Agent shall give notice that the condition or situation which gave rise to the suspension shall no longer exist, and (c) such Lender's Loans then outstanding as LIBOR Rate Loans, if any, shall be converted on the last day of the Interest Period for such Loans or within such earlier period as required by law as Alternate Base Rate Loans. The Borrower hereby agrees promptly to pay any Lender, upon its demand, any additional amounts necessary to compensate such Lender for actual and direct costs (but not including anticipated profits) reasonably incurred by such Lender in making any repayment in accordance with this Section including, but not limited to, any interest or fees payable by such Lender to lenders of funds obtained by it in order to make or maintain its LIBOR Rate Loans hereunder. A certificate as to any additional amounts payable pursuant to this Section submitted by such Lender, through the Administrative Agent, to the Borrower shall be conclusive in the absence of manifest error. Each Lender agrees to use reasonable efforts (including reasonable efforts to change its LIBOR Lending Office) to avoid or to minimize any amounts which may otherwise be payable pursuant to this Section; PROVIDED, HOWEVER, that such efforts shall not cause the imposition on such Lender of any additional costs or legal or regulatory burdens deemed by such Lender in its sole discretion to be material.

#### SECTION 2.17 REQUIREMENTS OF LAW.

(a) If the adoption of or any change in any Requirement of Law or in the interpretation or application thereof or compliance by any Lender with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority made subsequent to the date hereof:

(i) shall subject such Lender to any tax of any kind whatsoever with respect to any Letter of Credit or any application relating thereto, any LIBOR Rate Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof (except for changes in the rate of tax on the overall net income of such Lender);

(ii) shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other

extensions of credit by, or any other acquisition of funds by, any office of such Lender which is not otherwise included in the determination of the LIBOR Rate hereunder; or

(iii) shall impose on such Lender any other condition;

and the result of any of the foregoing is to increase the cost to such Lender of making or maintaining LIBOR Rate Loans or the Letters of Credit or to reduce any amount receivable hereunder or under any Note, then, in any such case, the Borrower shall promptly pay such Lender, upon its demand, any additional amounts necessary to

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compensate such Lender for such additional cost or reduced amount receivable which such Lender reasonably deems to be material as determined by such Lender with respect to its LIBOR Rate Loans or Letters of Credit. A certificate as to any additional amounts payable pursuant to this Section submitted by such Lender, through the Administrative Agent, to the Borrower shall be conclusive in the absence of manifest error. Each Lender agrees to use reasonable efforts (including reasonable efforts to change its Domestic Lending Office or LIBOR Lending Office, as the case may be) to avoid or to minimize any amounts which might otherwise be payable pursuant to this paragraph of this Section; PROVIDED, HOWEVER, that such efforts shall not cause the imposition on such Lender of any additional costs or legal or regulatory burdens deemed by such Lender to be material.

(b) If any Lender shall have reasonably determined that the adoption of or any change in any relevant Requirement of Law regarding capital adequacy or in the interpretation or application thereof or compliance by such Lender or any corporation controlling such Lender with any request or directive regarding capital adequacy (whether or not having the force of law) from any central bank or Governmental Authority made subsequent to the date hereof does or shall have the effect of reducing the rate of return on such Lender's or such corporation's capital as a result of its commitment to lend hereunder to a level below that which such Lender or such corporation could have achieved but for such adoption, change or compliance (taking into consideration such Lender's or such corporation's policies with respect to capital adequacy) by an amount reasonably deemed by such Lender to be material, then from time to time, within fifteen (15) days after demand by such Lender, the Borrower shall pay to such Lender such additional amount as shall be certified by such Lender as being required to compensate it for such reduction to the extent that such Lender reasonably determines that such additional amount is allocable to the existence of such Lender's commitment to lend hereunder. Such a certificate as to any additional amounts payable under this Section submitted by a Lender (which certificate shall include a description of the basis for the computation), through the Administrative Agent, to the Borrower shall be conclusive absent manifest error.

(c) The agreements in this Section 2.17 shall survive the termination of this Agreement and payment of the Notes and all other amounts payable hereunder.

#### SECTION 2.18 INDEMNITY.

The Borrower hereby agrees to indemnify each Lender and to hold such Lender harmless from any funding loss or expense which such Lender may sustain or incur as a consequence of (a) default by the Borrower in payment of the principal amount of or interest on any Loan by such Lender in accordance with the terms hereof, (b) default by the Borrower in accepting a borrowing after the Borrower has given a notice in accordance with the terms hereof, (c) default by the Borrower in making any prepayment after the Borrower has given a notice in accordance with the terms hereof, and/or (d) the making by the Borrower of a prepayment of a Loan, or the conversion thereof, on a day which is not the last day of the Interest Period with respect thereto, in each case including, but not limited to, any such loss or expense arising from interest or fees

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payable by such Lender to lenders of funds obtained by it in order to maintain its Loans hereunder. A certificate as to any additional amounts payable pursuant to this Section submitted by any Lender, through the Administrative Agent, to the Borrower (which certificate must be delivered to the Administrative Agent within thirty days following such default, prepayment or conversion) shall be conclusive in the absence of manifest error. The agreements in this Section shall survive termination of this Agreement and payment of the Notes and all other amounts payable hereunder.

#### SECTION 2.19 TAXES.

(a) All payments made by the Borrower hereunder or under any Note will be, except as provided in Section 2.19(b), 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 Governmental Authority or by any political subdivision or taxing authority thereof or therein with respect to such payments (but excluding any tax imposed on or measured by the net income or profits (and franchise taxes imposed in lieu thereof) of a Lender pursuant to the laws of the jurisdiction in which it is organized or the jurisdiction in which the principal office or applicable lending office of such Lender is located or any subdivision thereof or therein) and all interest, penalties or similar liabilities with respect thereto (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 Borrower agrees to pay the full amount of such Taxes, and such additional amounts as may be necessary so that every payment of all amounts due under this Agreement or under any Note, 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. The Borrower will furnish to the Administrative Agent as soon as practicable after the date the payment of any Taxes is due pursuant to applicable law certified copies (to the extent reasonably available and required by law) of tax receipts evidencing such payment by the Borrower. The Borrower agrees to indemnify and hold harmless each Lender, and reimburse such Lender upon its written request, for the amount of any Taxes so levied or imposed and paid by such Lender to the extent not paid 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) agrees to deliver to the Borrower 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 9.6(d) (unless the respective Lender was already a Lender hereunder immediately prior to such assignment or transfer), on the date of such assignment or transfer to such Lender, (i) if the Lender is a "bank" within the meaning of Section 881(c)(3)(A) of the Code, two accurate and complete original signed copies of Internal Revenue Service Form 4224 or 1001 (or successor forms) certifying such Lender's entitlement to a complete exemption from United States withholding tax with respect to payments to be made under this Agreement and under any Note, or (ii) if the Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, either Internal Revenue Service Form 1001 or 4224 as set forth in clause (i) above, or (x) a certificate substantially in the form of SCHEDULE

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2.19 (any such certificate, a "2.19 CERTIFICATE") and (y) two accurate and complete original signed copies of Internal Revenue Service Form W-8 (or successor form) certifying such Lender's entitlement to an exemption from United States withholding tax with respect to payments of interest to be made under this Agreement and under any Note. In addition, each Lender agrees that it will deliver upon the Borrower's request updated versions of the foregoing, as applicable, whenever the previous certification has become obsolete or inaccurate in any material respect, together with such other forms 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 with respect to payments under this Agreement and any Note. Notwithstanding anything to the contrary contained in Section 2.19(a), but subject to the immediately succeeding sentence, (x) each Borrower shall be entitled, to the extent it is required to do so by law, to deduct or withhold Taxes imposed by the United States (or any political subdivision or taxing authority thereof or therein) from interest, fees or other amounts payable hereunder for the account of any Lender which is not a United States person (as such term is defined in Section 7701(a)(30) of the Code) for U.S. Federal income tax purposes to the extent that such Lender has not provided to the Borrower U.S. Internal Revenue Service Forms that establish a complete exemption from such deduction or withholding and (y) the Borrower shall not be obligated pursuant to Section 2.19(a) hereof to gross-up payments to be made to a Lender in respect of Taxes imposed by the United States if (I) such Lender has not provided to the Borrower the Internal Revenue Service Forms required to be provided to the Borrower pursuant to this Section 2.19(b) or (II) in the case of a payment, other than interest, to a Lender described in clause (ii) above, to the extent that such Forms do not establish a complete exemption from withholding of such Taxes. Notwithstanding anything to the contrary contained in the preceding sentence or elsewhere in this Section 2.19, the Borrower agrees to pay additional amounts and to indemnify each Lender in the manner set forth in Section 2.19(a) (without regard to the identity of the jurisdiction

requiring the deduction or withholding) in respect of any amounts deducted or withheld by it as described in the immediately preceding sentence 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 Taxes.

(c) Each Lender agrees to use reasonable efforts (including reasonable efforts to change its Domestic Lending Office or LIBOR Lending Office, as the case may be) to avoid or to minimize any amounts which might otherwise be payable pursuant to this Section; PROVIDED, HOWEVER, that such efforts shall not cause the imposition on such Lender of any additional costs or legal or regulatory burdens deemed by such Lender in its sole discretion to be material.

(d) If the Borrower pays any additional amount pursuant to this Section 2.19 with respect to a Lender, such Lender shall use reasonable efforts to obtain a refund of tax or credit against its tax liabilities on account of such payment; PROVIDED that such Lender shall have no obligation to use such reasonable efforts if either (i) it is in an excess foreign tax credit position or (ii) it believes in good faith, in its sole discretion, that claiming a refund or credit would cause adverse tax consequences to it. In the event that such Lender receives such a refund or credit, such Lender shall pay to the Borrower an

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amount that such Lender reasonably determines is equal to the net tax benefit obtained by such Lender as a result of such payment by the Borrower. In the event that no refund or credit is obtained with respect to the Borrower's payments to such Lender pursuant to this Section 2.19, then such Lender shall upon request provide a certification that such Lender has not received a refund or credit for such payments. Nothing contained in this Section 2.19 shall require a Lender to disclose or detail the basis of its calculation of the amount of any tax benefit or any other amount or the basis of its determination referred to in the proviso to the first sentence of this Section 2.19 to the Borrower or any other party.

(e) The agreements in this Section 2.19 shall survive the termination of this Agreement and the payment of the Notes and all other amounts payable hereunder.

#### SECTION 2.20 INDEMNIFICATION; NATURE OF ISSUING LENDER'S DUTIES.

(a) In addition to its other obligations under Section 2.4, the Borrower hereby agrees to protect, indemnify, pay and save each Issuing Lender harmless from and against any and all claims, demands, liabilities, damages, losses, costs, charges and expenses (including reasonable attorneys' fees) that the Issuing Lender may incur or be subject to as a consequence, direct or indirect, of (i) the issuance of any Letter of Credit or (ii) the failure of the Issuing Lender to honor a drawing under a Letter of Credit as a result of any act or omission, whether rightful or wrongful, of any present or future de jure or de facto government or governmental authority (all such acts or omissions, herein called "GOVERNMENT ACTS").

(b) As between the Borrower and the Issuing Lender, the Borrower shall assume all risks of the acts, omissions or misuse of any Letter of Credit by the beneficiary thereof. The Issuing Lender shall not be responsible: (i) for the form, validity, sufficiency, accuracy, genuineness or legal effect of any document submitted by any party in connection with the application for and issuance of any Letter of Credit, even if it should in fact prove to be in any or all respects invalid, insufficient, inaccurate, fraudulent or forged; (ii) for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign any Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, that may prove to be invalid or ineffective for any reason; (iii) for failure of the beneficiary of a Letter of Credit to comply fully with conditions required in order to draw upon a Letter of Credit; (iv) for errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, telex or otherwise, whether or not they be in cipher; (v) for errors in interpretation of technical terms; (vi) for any loss or delay in the transmission or otherwise of any document required in order to make a drawing under a Letter of Credit or of the proceeds thereof; and (vii) for any consequences arising from causes beyond the control of the Issuing Lender, including, without limitation, any Government Acts. None of the above shall affect, impair, or prevent the vesting of the Issuing Lender's rights or powers hereunder.

(c) In furtherance and extension and not in limitation



of the specific provisions hereinabove set forth, any action taken or omitted by the Issuing Lender,

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under or in connection with any Letter of Credit or the related certificates, if taken or omitted in good faith, shall not put such Issuing Lender under any resulting liability to the Borrower. It is the intention of the parties that this Agreement shall be construed and applied to protect and indemnify the Issuing Lender against any and all risks involved in the issuance of the Letters of Credit, all of which risks are hereby assumed by the Borrower, including, without limitation, any and all risks of the acts or omissions, whether rightful or wrongful, of any Government Authority. The Issuing Lender shall not, in any way, be liable for any failure by the Issuing Lender or anyone else to pay any drawing under any Letter of Credit as a result of any Government Acts or any other cause beyond the control of the Issuing Lender.

(d) Nothing in this Section 2.20 is intended to limit the reimbursement obligation of the Borrower contained in Section 2.4(d) hereof. The obligations of the Borrower under this Section 2.20 shall survive the termination of this Agreement. No act or omissions of any current or prior beneficiary of a Letter of Credit shall in any way affect or impair the rights of the Issuing Lender to enforce any right, power or benefit under this Agreement.

(e) Notwithstanding anything to the contrary contained in this Section 2.20, the Borrower shall have no obligation to indemnify any Issuing Lender in respect of any liability incurred by such Issuing Lender arising out of the gross negligence or willful misconduct of the Issuing Lender (including action not taken by an Issuing Lender), as determined by a court of competent jurisdiction.

#### SECTION 2.21 REPLACEMENT OF LENDERS.

If any Lender delivers a notice pursuant to Section 2.16, 2.17 or 2.19 (hereinafter any such Lender shall be referred to as a "Replaced Lender"), then in such case, the Borrower may, upon at least five (5) Business Days' notice to the Administrative Agent and such Replaced Lender, designate a replacement lender (a "Replacement Lender") acceptable to the Administrative Agent in its reasonable discretion, to which such Replaced Lender shall, subject to its receipt (unless a later date for the remittance thereof shall be agreed upon by the Borrower and the Replaced Lender) of all amounts owed to such Replaced Lender hereunder, assign all (but not less than all) of its rights and obligations hereunder. Upon any assignment by any Lender pursuant to this Section 2.21 becoming effective, the Replacement Lender shall thereupon be deemed to be a "Lender" for all purposes of this Agreement and such Replaced Lender shall thereupon cease to be a "Lender" for all purposes of this Agreement and shall have no further rights or obligations hereunder (other than pursuant to Sections 2.15, 2.16, 2.17 or 9.5 while such Replaced Lender was a Lender).

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### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES

To induce the Lenders to enter into this Agreement and to make the Extensions of Credit herein provided for, the Credit Parties hereby represents and warrants to the Administrative Agent and to each Lender that:

#### SECTION 3.1 FINANCIAL CONDITION.

The balance sheets and the related statements of income and of cash flows of the Borrower for fiscal year 1999 audited by Arthur Andersen, L.L.P. are complete and correct and present fairly the financial condition of TTM Technologies, Inc. and its Subsidiaries as of such dates. Additionally, (i) the unaudited interim consolidated financial statements of the Borrower for each month ended after January 1, 2000 (including the month ending August 31, 2000), (ii) the pro forma balance sheet of the Borrower as of the Closing Date, giving effect to the Initial Public Offering and the other transactions contemplated hereby, (iii) the monthly working capital detail for the trailing twelve months and (iv) the five-year projections have been prepared in good faith based upon reasonable assumptions and represent the Borrower's best estimate of future results. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as disclosed therein). From December 31, 1999 to the Closing Date, the Borrower and its Subsidiaries have no Indebtedness or other unusual forward or long-term commitment which is not incurred in the ordinary course of business or not fairly reflected

in the foregoing financial statements or in the Borrower's Registration Statement on Form S-1 filed in connection with the Initial Public Offering.

SECTION 3.2 NO CHANGE.

Since December 31, 1999 (and after delivery of annual audited financial statements in accordance Section 5.1(a), from the date of the most recently delivered annual audited financial statements) there has been no development or event which has had or could reasonably be expected to have a Material Adverse Effect.

SECTION 3.3 CORPORATE EXISTENCE; COMPLIANCE WITH LAW.

Each of the Borrower and the other Credit Parties (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has the requisite power and authority and the legal right to own and operate all its material property, to lease the material property it operates as lessee and to conduct the business in which it is currently engaged, (c) is duly qualified to conduct business and in good standing under the laws of each jurisdiction where its ownership, lease or operation of property or the conduct of its business requires such qualification except to the extent that the failure to so qualify or be in good standing could not, in the aggregate, reasonably be expected to have a Material Adverse Effect and (d) is in compliance with all Requirements of Law except to the extent that the failure to

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comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

SECTION 3.4 CORPORATE POWER; AUTHORIZATION; ENFORCEABLE OBLIGATIONS.

Each of the Borrower and the other Credit Parties has full power and authority and the legal right to make, deliver and perform the Credit Documents to which it is party and has taken all necessary limited liability company or corporate action to authorize the execution, delivery and performance by it of the Credit Documents to which it is party. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the borrowings hereunder or with the execution, delivery or performance of any Credit Document by the Borrower or the other Credit Parties (other than those which have been obtained) or with the validity or enforceability of any Credit Document against the Borrower or the other Credit Parties (except such filings as are necessary in connection with the perfection of the Liens created by such Credit Documents). Each Credit Document to which it is a party has been duly executed and delivered on behalf of the Borrower or the other Credit Parties, as the case may be. Each Credit Document to which it is a party constitutes a legal, valid and binding obligation of the Borrower or the other Credit Parties, as the case may be, enforceable against the Borrower or such other Credit Party, as the case may be, in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

SECTION 3.5 NO LEGAL BAR; NO DEFAULT.

The execution, delivery and performance of the Credit Documents, the borrowings thereunder and the use of the proceeds of the Loans will not violate any Requirement of Law or any Contractual Obligation of the Borrower or any other Credit Party (except those as to which waivers or consents have been obtained), and will not result in, or require, the creation or imposition of any Lien on any of its or their respective properties or revenues pursuant to any Requirement of Law or Contractual Obligation other than the Liens arising under or contemplated in connection with the Credit Documents. Neither the Borrower nor any other Credit Party is in default under or with respect to any of its Contractual Obligations in any respect which could reasonably be expected to have a Material Adverse Effect. No Default or Event of Default has occurred and is continuing.

SECTION 3.6 NO MATERIAL LITIGATION.

Except as set forth in SCHEDULE 3.6, no litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the best knowledge of the Borrower, threatened by or against any Credit Party or any of its Subsidiaries or against any of its or their respective properties or revenues (a) with respect to the Credit Documents or any Loan or any of the transactions contemplated hereby, or (b) which, if adversely determined, could reasonably be expected to have a Material Adverse Effect.

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SECTION 3.7 INVESTMENT COMPANY ACT.

Neither the Borrower nor any Credit Party is an "investment company", or a company "controlled" by any entity which is required to register as an "investment company", within the meaning of the Investment Company Act of 1940, as amended.

SECTION 3.8 MARGIN REGULATIONS.

No part of the proceeds of any Loan hereunder will be used directly or indirectly for any purpose which violates, or which would be inconsistent with, the provisions of Regulation T, U or X of the Board of Governors of the Federal Reserve System as now and from time to time hereafter in effect. The Borrower and its Subsidiaries taken as a group do not own "margin stock" except as identified in the financial statements referred to in Section 3.1 and the aggregate value of all "margin stock" owned by the Borrower and its Subsidiaries taken as a group does not exceed 25% of the value of their assets.

SECTION 3.9 ERISA.

Except as set forth in SCHEDULE 3.9, neither a Reportable Event nor an "accumulated funding deficiency" (within the meaning of Section 412 of the Code or Section 302 of ERISA) has occurred during the five-year period prior to the date on which this representation is made or deemed made with respect to any Plan, and each Plan has complied in all material respects with the applicable provisions of ERISA and the Code, except to the extent that any such occurrence or failure to comply would not reasonably be expected to have a Material Adverse Effect. No termination of a Single Employer Plan has occurred resulting in any liability that has remained underfunded, and no Lien in favor of the PBGC or a Plan has arisen, during such five-year period which could reasonably be expected to have a Material Adverse Effect. The present value of all accrued benefits under each Single Employer Plan (based on those assumptions used to fund such Plans) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Plan allocable to such accrued benefits by an amount which, as determined in accordance with GAAP, could reasonably be expected to have a Material Adverse Effect. Neither the Borrower nor any Commonly Controlled Entity is currently subject to any liability for a complete or partial withdrawal from a Multiemployer Plan which could reasonably be expected to have a Material Adverse Effect.

SECTION 3.10 ENVIRONMENTAL MATTERS.

Except as set forth in SCHEDULE 3.10, which in the aggregate, could not be reasonably expected to have a Material Adverse Effect:

(a) To the best knowledge of the Borrower and the other Credit Parties, the facilities and properties owned, leased or operated by the Borrower and the other Credit Parties or any of their Subsidiaries (the "PROPERTIES") do not contain any Materials of Environmental Concern in amounts or concentrations which (i) constitute a violation of,

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or (ii) could reasonably be expected to give rise to liability under, any Environmental Law.

(b) To the best knowledge of the Borrower and the other Credit Parties, the Properties and all operations of the Borrower and the other Credit Parties and/or their Subsidiaries at the Properties are in compliance, and have in the last three years been in compliance, in all material respects with all applicable Environmental Laws, and there is no contamination at, under or about the Properties or violation of any Environmental Law with respect to the Properties or the business operated by the Borrower and the other Credit Parties or any of their Subsidiaries (the "BUSINESS").

(c) Neither the Borrower nor any of the other Credit Parties has received any written or actual notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws with regard to any of the Properties or the Business, nor does the Borrower or any of the other Credit Parties nor any of their Subsidiaries have knowledge or reason to believe that any such notice will be received or is being threatened.

(d) To the best knowledge of the Borrower and the other Credit Parties, Materials of Environmental Concern have not been transported or disposed of from the Properties in violation of, or in a manner or to a location which could reasonably be expected to give rise to liability under any Environmental Law, nor have any Materials of Environmental Concern been generated, treated, stored or disposed of

at, on or under any of the Properties in violation of, or in a manner that could reasonably be expected to give rise to liability under, any applicable Environmental Law.

(e) No judicial proceeding or governmental or administrative action is pending or, to the knowledge of the Borrower and the other Credit Parties, threatened, under any Environmental Law to which the Borrower or any other Credit Party or any Subsidiary is or will be named as a party with respect to the Properties or the Business, nor are there any consent decrees or other decrees, consent orders, administrative orders or other orders, or other administrative or judicial requirements outstanding under any Environmental Law with respect to the Properties or the Business.

(f) To the best knowledge of the Borrower and the other Credit Parties, there has been no release or threat of release of Materials of Environmental Concern at or from the Properties, or arising from or related to the operations of the Borrower or any other Credit Party or any Subsidiary in connection with the Properties or otherwise in connection with the Business, in violation of or in amounts or in a manner that could reasonably be expected to give rise to liability under Environmental Laws.

#### SECTION 3.11 PURPOSE OF LOANS.

The proceeds of the Loans hereunder shall be used solely by the Borrower to (i) pay certain fees and expenses related to the Initial Public Offering, (ii) refinance certain existing indebtedness of the Credit Parties and (iii) provide for working capital, capital expenditures and other general

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corporate purposes. The Letters of Credit shall be used only for or in connection with appeal bonds, reimbursement obligations arising in connection with surety and reclamation bonds, reinsurance, domestic or international trade transactions and obligations not otherwise aforementioned relating to transactions entered into by the applicable account party in the ordinary course of business.

#### SECTION 3.12 SUBSIDIARIES.

Set forth on SCHEDULE 3.12 is a complete and accurate list of all Subsidiaries of the Credit Parties. Information on the attached Schedule includes state of incorporation; the number of shares of each class of Capital Stock or other equity interests outstanding; the number and percentage of outstanding shares of each class of stock; and the number and effect, if exercised, of all outstanding options, warrants, rights of conversion or purchase and similar rights. The outstanding Capital Stock and other equity interests of all such Subsidiaries is validly issued, fully paid and non-assessable and is owned, free and clear of all Liens (other than those arising under or contemplated in connection with the Credit Documents).

#### SECTION 3.13 OWNERSHIP.

Each Credit Party and its Subsidiaries is the owner of, and has good and marketable title to, all of its respective assets, except as may be permitted pursuant Section 6.13 hereof, and none of such assets is subject to any Lien other than Permitted Liens.

#### SECTION 3.14 INDEBTEDNESS.

Except as otherwise permitted under Section 6.1, the Borrower and its Subsidiaries have no Indebtedness.

#### SECTION 3.15 TAXES.

Each of the Borrower and its Subsidiaries has filed, or caused to be filed, all tax returns (federal, state, local and foreign) required to be filed and paid (a) all amounts of taxes shown thereon to be due (including interest and penalties) and (b) all other taxes, fees, assessments and other governmental charges (including mortgage recording taxes, documentary stamp taxes and intangibles taxes) owing by it, except for such taxes (i) which are not yet delinquent or (ii) that are being contested in good faith and by proper proceedings, and against which adequate reserves are being maintained in accordance with GAAP. Neither the Borrower nor any of its Subsidiaries is aware as of the Closing Date of any proposed tax assessments against it or any of its Subsidiaries which could reasonably be expected to have a Material Adverse Effect.

#### SECTION 3.16 INTELLECTUAL PROPERTY.

Each of the Borrower and its Subsidiaries owns, or has the legal right to use, all trademarks, tradenames, copyrights, technology, know-how and processes necessary for each of them to conduct its business as currently conducted. Set forth on SCHEDULE 3.16 is a list of all Intellectual Property

owned by each of the Borrower and its Subsidiaries or that the Borrower or any of its Subsidiaries has the right to use. Except as provided on SCHEDULE 3.16, no claim has

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been asserted and is pending by any Person challenging or questioning the use of any such Intellectual Property or the validity or effectiveness of any such Intellectual Property, nor does the Borrower or any of its Subsidiaries know of any such claim, and, to the knowledge of the Borrower or any of its Subsidiaries, the use of such Intellectual Property by the Borrower or any of its Subsidiaries does not infringe on the rights of any Person, except for such claims and infringements that in the aggregate, could not reasonably be expected to have a Material Adverse Effect. SCHEDULE 3.16 may be updated from time to time by the Borrower to include new Intellectual Property by giving written notice thereof to the Administrative Agent.

SECTION 3.17 SOLVENCY.

The fair saleable value of each Credit Party's assets, measured on a going concern basis, exceeds all probable liabilities, including those to be incurred pursuant to this Credit Agreement. None of the Credit Parties (a) has unreasonably small capital in relation to the business in which it is or proposes to be engaged or (b) has incurred, or believes that it will incur after giving effect to the transactions contemplated by this Credit Agreement, debts beyond its ability to pay such debts as they become due.

SECTION 3.18 INVESTMENTS.

All Investments of each of the Borrower and its Subsidiaries are Permitted Investments.

SECTION 3.19 LOCATION OF COLLATERAL.

Set forth on SCHEDULE 3.19(a) is a list of the Properties of the Borrower and its Subsidiaries with street address, county and state where located. Set forth on SCHEDULE 3.19(b) is a list of all locations where any tangible personal property of the Borrower and its Subsidiaries is located, including county and state where located. Set forth on SCHEDULE 3.19(c) is the chief executive office and principal place of business of each of the Borrower and its Subsidiaries. SCHEDULE 3.19(a), 3.19(b) and 3.19(c) may be updated from time to time by the Borrower to include new properties or locations by giving written notice thereof to the Administrative Agent.

SECTION 3.20 NO BURDENSOME RESTRICTIONS.

None of the Borrower or any of its Subsidiaries is a party to any agreement or instrument or subject to any other obligation or any charter or corporate restriction or any provision of any applicable law, rule or regulation which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

SECTION 3.21 BROKERS' FEES.

None of the Borrower or any of its Subsidiaries has any obligation to any Person in respect of any finder's, broker's, investment banking or other similar fee in connection with any of the transactions contemplated under the Credit Documents other than (a) the closing and other fees payable pursuant to this Credit Agreement and (b) the fees payable pursuant to the Initial Public Offering.

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SECTION 3.22 LABOR MATTERS.

There are no collective bargaining agreements or Multiemployer Plans covering the employees of the Borrower or any of its Subsidiaries as of the Closing Date, other than as set forth in SCHEDULE 3.22 hereto, and none of the Borrower or any of its Subsidiaries (i) has suffered any strikes, walkouts, work stoppages or other material labor difficulty within the last five years, other than as set forth in SCHEDULE 3.22 hereto or (ii) has knowledge of any potential or pending strike, walkout or work stoppage.

SECTION 3.23 SECURITY DOCUMENTS.

The Security Documents create valid security interests in, and Liens on, the Collateral purported to be covered thereby, which security interests and Liens are currently (or will be, upon the filing of appropriate financing statements or the recordation of the applicable Mortgage Instruments in favor of First Union, as Collateral Agent for the Lenders) perfected security interests and Liens, prior to all other Liens other than Permitted Liens.

SECTION 3.24 ACCURACY AND COMPLETENESS OF INFORMATION.

All factual information heretofore, contemporaneously or hereafter furnished by or on behalf of any Credit Party or any of its Subsidiaries to the Administrative Agent or any Lender for purposes of or in connection with this Agreement or any other Credit Document (including, without limitation, information disclosed in all financial statements and all footnotes attached thereto), or any transaction contemplated hereby or thereby, is or will be true and accurate in all material respects and not incomplete by omitting to state any material fact necessary to make such information not misleading. There is no fact now known to the Borrower, any other Credit Party or any of their Subsidiaries which has, or could reasonably be expected to have, a Material Adverse Effect which fact has not been set forth herein, in the financial statements of the Borrower and its Subsidiaries furnished to the Administrative Agent and/or the Lenders, or in any certificate, opinion or other written statement made or furnished by any Credit Party to the Administrative Agent and/or the Lenders.

#### ARTICLE IV

##### CONDITIONS PRECEDENT

###### SECTION 4.1 CONDITIONS TO CLOSING DATE AND INITIAL REVOLVING LOANS AND THE TERM LOANS.

This Agreement shall become effective upon the satisfaction or waiver of the following conditions precedent:

(a) EXECUTION OF AGREEMENT. The Administrative Agent shall have received (i) counterparts of this Agreement, executed by a duly authorized officer of each party

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hereto, (ii) for the account of each Lender, Revolving Notes and the Term Notes and for the account of the Swingline Lender, a Swingline Note and (iii) counterparts of the Security Agreement and the Pledge Agreement, in each case conforming to the requirements of this Agreement and executed by duly authorized officers of the Credit Parties.

(b) AUTHORITY DOCUMENTS. The Administrative Agent shall have received the following:

(i) ARTICLES OF INCORPORATION. Copies of the articles of incorporation or other charter documents, as applicable, of each Credit Party certified to be true and complete as of a recent date by the appropriate governmental authority of the state of its incorporation.

(ii) RESOLUTIONS. Copies of resolutions of the board of directors of each Credit Party approving and adopting the Credit Documents, the transactions contemplated therein and authorizing execution and delivery thereof, certified by an officer of such Credit Party as of the Closing Date to be true and correct and in force and effect as of such date.

(iii) BYLAWS. A copy of the bylaws of each Credit Party certified by an officer of such Credit Party as of the Closing Date to be true and correct and in force and effect as of such date.

(iv) GOOD STANDING. Copies of (i) certificates of good standing, existence or its equivalent with respect to the each Credit Party certified as of a recent date by the appropriate governmental authorities of the state of incorporation and each other state in which the failure to so qualify and be in good standing could reasonably be expected to have a Material Adverse Effect on the business or operations of the Borrower and its Subsidiaries in such state and (ii) a certificate indicating payment of all corporate franchise taxes certified as of a recent date by the appropriate governmental taxing authorities.

(v) INCUMBENCY. An incumbency certificate of each Credit Party certified by a secretary or assistant secretary to be true and correct as of the Closing Date.

###### SECTION 4.2 CONDITIONS TO INITIAL REVOLVING LOANS AND TERM LOANS.

The obligations of each Lender to make the initial Revolving Loans and the Term Loan on the Funding Date is subject to the satisfaction or waiver of the following conditions precedent:

(a) LEGAL OPINIONS OF COUNSEL. The Administrative Agent shall have received an opinion of Shearman & Sterling, counsel for the Credit Parties, dated the

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Closing Date and addressed to the Administrative Agent and the Lenders, in form and substance reasonably acceptable to the Administrative Agent.

(b) PERSONAL PROPERTY COLLATERAL. The Administrative Agent shall have received, in form and substance reasonably satisfactory to the Administrative Agent:

(i) searches of Uniform Commercial Code filings in the jurisdiction of the chief executive office of each Credit Party and each jurisdiction where any Collateral is located or where a filing would need to be made in order to perfect the Administrative Agent's security interest in the Collateral, copies of the financing statements on file in such jurisdictions and evidence that no Liens exist other than Permitted Liens;

(ii) duly executed UCC financing statements for each appropriate jurisdiction as is necessary, in the Administrative Agent's sole discretion, to perfect the Administrative Agent's security interest in the Collateral;

(iii) duly executed consents as are necessary, in the Administrative Agent's sole discretion, to perfect the Lenders' security interest in the Collateral; and

(iv) in the case of any personal property Collateral located at premises leased by a Credit Party, such estoppel letters, consents and waivers from the landlords on such real property as may be required by the Administrative Agent.

(c) REAL PROPERTY COLLATERAL. The Administrative Agent shall have received, in form and substance reasonably satisfactory to the Administrative Agent:

(i) fully executed and notarized mortgages, deeds of trust or deeds to secure debt (each, as the same may be amended, modified, restated or supplemented from time to time, a "MORTGAGE INSTRUMENT" and collectively the "MORTGAGE INSTRUMENTS") encumbering the fee interest in the properties listed in SCHEDULE 3.19(a) as properties owned by the Credit Parties (each a "MORTGAGED PROPERTY" and collectively the "MORTGAGED PROPERTIES");

(ii) a title report obtained by the Credit Parties in respect of each of the Mortgaged Properties;

(iii) with respect to each Mortgaged Property, current form ALTA mortgagee title insurance policies issued by Lawyers Title Insurance Corporation (the "MORTGAGE POLICIES"), in amounts not less than the respective amounts designated in SCHEDULE 3.19(a) with respect to any particular Mortgaged Property, assuring the Administrative Agent that each of the Mortgage Instruments creates a valid and enforceable first priority mortgage lien on the applicable Mortgaged Property, free and clear of all defects and encumbrances

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except Permitted Liens, shall provide for affirmative insurance and such reinsurance as the Administrative Agent may reasonably request, all of the foregoing in form and substance reasonably satisfactory to the Administrative Agent;

(iv) evidence as to (A) whether any Mortgaged Property is in an area designated by the Federal Emergency Management Agency as having special flood or mud slide hazards (a "FLOOD HAZARD PROPERTY") and (B) if any Mortgaged Property is a Flood Hazard Property, (1) whether the community in which such Mortgaged Property is located is participating in the National Flood Insurance Program, (2) the applicable Credit Party's written acknowledgment of receipt of written notification from the Administrative Agent (a) as to the fact that such Mortgaged Property is a Flood Hazard Property and (b) as to whether the community in which each such Flood Hazard Property is located is participating in the

National Flood Insurance Program and (3) copies of insurance policies or certificates of insurance of the Borrower and its Subsidiaries evidencing flood insurance reasonably satisfactory to the Administrative Agent and naming the Administrative Agent as sole loss payee on behalf of the Lenders; and

(v) maps or plats of an as-built survey of the sites of the Mortgaged Properties certified to the Administrative Agent and Lawyers Title Insurance Corporation in a manner reasonably satisfactory to them, dated a date satisfactory to each of the Administrative Agent and Lawyers Title Insurance Corporation by an independent professional licensed land surveyor reasonably satisfactory to each of the Administrative Agent and Lawyers Title Insurance Corporation, which maps or plats and the surveys on which they are based shall be sufficient to delete any standard printed survey exception contained in the applicable title policy and be made in accordance with the Minimum Standard Detail Requirements for Land Title Surveys jointly established and adopted by the American Land Title Association and the American Congress on Surveying and Mapping in 1992, and, without limiting the generality of the foregoing, there shall be surveyed and shown on such maps, plats or surveys the following: (A) the locations on such sites of all the buildings, structures and other improvements and the established building setback lines; (B) the lines of streets abutting the sites and width thereof; (C) all access and other easements appurtenant to the sites necessary to use the sites; (D) all roadways, paths, driveways, easements, encroachments and overhanging projections and similar encumbrances affecting the site, whether recorded, apparent from a physical inspection of the sites or otherwise known to the surveyor; (E) any encroachments on any adjoining property by the building structures and improvements on the sites; and (F) if the site is described as being on a filed map, a legend relating the survey to said map.

(d) LIABILITY AND CASUALTY INSURANCE. The Administrative Agent shall have received copies of insurance policies or certificates of insurance evidencing liability and casualty insurance meeting the requirements set forth herein or in the Security

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Documents. The Administrative Agent shall be named as loss payee and additional insured on all such insurance policies for the benefit of the Lenders.

(e) FEES. The Administrative Agent shall have received all fees, if any, owing pursuant to the Fee Letter and Section 2.6.

(f) LITIGATION. There shall not exist any pending litigation or, to the best of any Credit Party's knowledge, investigation affecting or relating to the Borrower or any of its Subsidiaries, this Agreement and the other Credit Documents that in the reasonable judgment of the Administrative Agent could materially adversely affect the Borrower or any of its Subsidiaries, this Agreement and the other Credit Documents, that has not been settled, dismissed, vacated, discharged or terminated prior to the Closing Date.

(g) SOLVENCY EVIDENCE. The Administrative Agent shall have received an officer's certificate for each Credit Party prepared by the chief financial officer of each such Credit Party as to the financial condition, solvency and related matters of each such Credit Party, in each case after giving effect to the initial borrowings under the Credit Documents and the other transactions contemplated hereby, in substantially the form of SCHEDULE 4.2(g) hereto.

(h) ACCOUNT DESIGNATION LETTER. The Administrative Agent shall have received the executed Account Designation Letter in the form of SCHEDULE 1.1(a) hereto.

(i) CORPORATE STRUCTURE. The corporate capital and ownership structure of the Borrower and its Subsidiaries shall be as described in SCHEDULE 3.12. The Administrative Agent shall be satisfied with management structure and legal structure of the Borrower as of the Closing Date.

(j) GOVERNMENT CONSENT. The Administrative Agent shall have received evidence that all governmental, shareholder and material third party consents and approvals necessary in connection with the financings and other transactions contemplated hereby have been obtained and all applicable waiting periods have expired without any



action being taken by any authority that could restrain, prevent or impose any material adverse conditions on such transactions or that could seek or threaten any of the foregoing.

(k) COMPLIANCE WITH LAWS. The financings and other transactions contemplated hereby shall be in compliance with all applicable laws and regulations (including all applicable securities and banking laws, rules and regulations).

(l) BANKRUPTCY. There shall be no bankruptcy or insolvency proceedings with respect to the Borrower or any of its Subsidiaries.

(m) MATERIAL ADVERSE EFFECT. Except as disclosed on SCHEDULE 3.2, no material adverse change shall have occurred since December 31, 1999 in the business, properties,

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operations or conditions (financial or otherwise) of the Borrower and its Subsidiaries taken as a whole.

(n) LEVERAGE RATIO. After giving effect to the transactions contemplated hereby and the closing of this Agreement, the Administrative Agent shall be satisfied that the Leverage Ratio of the Borrower and its Subsidiaries for the twelve month period ending as of August 31, 2000 shall not exceed 2.50 to 1.0.

(o) FINANCIAL STATEMENTS. The Administrative Agent shall have received copies of the financial statements referred to in Section 3.1 hereof, each in form and substance satisfactory to it.

(p) TERMINATION OF EXISTING INDEBTEDNESS. All existing Indebtedness for borrowed money of the Borrower and its Subsidiaries (other than the Indebtedness listed on SCHEDULE 6.1(b)), including, without limitation, the Subordinated Notes shall have been repaid in full and terminated.

(q) ADDITIONAL MATTERS. All other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in form and substance to the Administrative Agent and its counsel.

#### SECTION 4.3 CONDITIONS TO ALL EXTENSIONS OF CREDIT.

The obligation of each Lender to make any Extension of Credit hereunder is subject to the satisfaction or waiver of the following conditions precedent on the date of making such Extension of Credit:

(a) REPRESENTATIONS AND WARRANTIES. The representations and warranties made by the Credit Parties herein, in the Security Documents or which are contained in any certificate furnished at any time under or in connection herewith shall be true and correct in all material respects on and as of the date of such Extension of Credit as if made on and as of such date other than any such representations and warranties that, by its terms, refer to a specific date other than the date of such Extension of Credit, which shall be true and correct to all material respects on and as of such specific date.

(b) NO DEFAULT OR EVENT OF DEFAULT. No Default or Event of Default shall have occurred and be continuing on such date or after giving effect to the Extension of Credit to be made on such date unless such Default or Event of Default shall have been waived in accordance with this Agreement.

(c) COMPLIANCE WITH COMMITMENTS. Immediately after giving effect to the making of any such Extension of Credit (and the application of the proceeds thereof), (i) the sum of the aggregate principal amount of outstanding Revolving Loans PLUS Swingline Loans PLUS LOC Obligations shall not exceed the Revolving Committed Amount, (or, if such Extension of Credit is on the Closing Date, \$15,000,000) (ii) the

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LOC Obligations shall not exceed the LOC Committed Amount and (iii) the Swingline Loans shall not exceed the Swingline Commitment.

(d) ADDITIONAL CONDITIONS TO REVOLVING LOANS. If such Loan is made pursuant to Section 2.1, all conditions set forth in such Section shall have been satisfied.

(e) ADDITIONAL CONDITIONS TO TERM LOAN. If such Loan is made pursuant to Section 2.2, all conditions set forth in such Section

shall have been satisfied.

(f) ADDITIONAL CONDITIONS TO LETTERS OF CREDIT. If such Extension of Credit is made pursuant to Section 2.4, all conditions set forth in such Section shall have been satisfied.

(g) ADDITIONAL CONDITIONS TO SWINGLINE LOANS. If such Extension of Credit is made pursuant to Section 2.5, all conditions set forth in such Section shall have been satisfied.

Each request for an Extension of Credit and each acceptance by the Borrower of any such Extension of Credit shall be deemed to constitute a representation and warranty by the Borrower as of the date of such Extension of Credit that the applicable conditions in paragraphs (a) through (g) of this Section have been satisfied.

## ARTICLE V

### AFFIRMATIVE COVENANTS

The Credit Parties hereby covenant and agree that on the Closing Date, and thereafter for so long as this Agreement is in effect and until the Commitments have terminated, no Note remains outstanding and unpaid and the Credit Party Obligations, together with interest, Commitment Fees and all other amounts owing to the Administrative Agent or any Lender hereunder, are paid in full, the Borrower shall, and shall cause each of its Subsidiaries (other than in the case of Sections 5.1, 5.2 or 5.7 hereof), to:

#### SECTION 5.1 FINANCIAL STATEMENTS.

Furnish to the Administrative Agent and each of the Lenders:

(a) ANNUAL FINANCIAL STATEMENTS. As soon as available, but in any event within ninety (90) days after the end of each fiscal year of the Borrower, a copy of the consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such fiscal year and the related consolidated statements of income and of cash flows of the Borrower and its consolidated Subsidiaries for such year, such consolidated statements shall be audited by a firm of independent certified public accountants of nationally recognized standing reasonably acceptable to the Required Lenders, and shall set forth in each case in comparative form the figures for the previous year, reported on

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without a "going concern" or like qualification or exception, or qualification indicating that the scope of the audit was inadequate to permit such independent certified public accountants to certify such financial statements without such qualification; and

(b) QUARTERLY FINANCIAL STATEMENTS. As soon as available and in any event within forty-five (45) days after the end of each of the first three fiscal quarters of the Borrower, a company-prepared consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such period and related company-prepared statements of income and cash flows for the Borrower and its consolidated Subsidiaries for such quarterly period and for the portion of the fiscal year ending with such period, in each case setting forth in comparative form consolidated figures for the corresponding period or periods of the preceding fiscal year (subject to normal recurring year-end audit adjustments);

(c) MONTHLY FINANCIAL STATEMENTS. As soon as available and in any event within thirty (30) days after the end of each month of the Borrower (other than at the end of a fiscal quarter, in which case 45 days after the end thereof), a company-prepared consolidated balance sheet of the Borrower and its consolidated Subsidiaries as at the end of such period and related company-prepared statements of income and cash flows for the Borrower and its consolidated Subsidiaries for such monthly period and for the portion of the fiscal year ending with such period, in each case setting forth in comparative form consolidated figures for the corresponding period or periods of the preceding fiscal year (subject to normal recurring year-end audit adjustments); and

all such financial statements to be complete and correct in all material respects (subject, in the case of interim statements, to normal recurring year-end audit adjustments) and to be prepared in reasonable detail and, in the case of the annual and quarterly financial statements provided in accordance with subsections (a) and (b) above, in accordance with GAAP applied consistently throughout the periods reflected therein and further accompanied by a description of, and an estimation of the effect on the financial statements on account of, a change, if any, in the application of accounting principles as provided in Section 1.3.

SECTION 5.2 CERTIFICATES; OTHER INFORMATION.

Furnish to the Administrative Agent and each of the Lenders:

(a) concurrently with the delivery of the financial statements referred to in Section 5.1(a) above, a certificate of the independent certified public accountants reporting on such financial statements stating that in making the examination necessary therefor no knowledge was obtained of any Default or Event of Default, except as specified in such certificate;

(b) concurrently with the delivery of the financial statements referred to in Sections 5.1(a) and 5.1(b) above, a certificate of a Responsible Officer stating that, to the best of such Responsible Officer's knowledge, each of the Credit Parties during such period observed or performed in all material respects all of its covenants and other

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agreements, and satisfied in all material respects every condition, contained in this Agreement to be observed, performed or satisfied by it, and that such Responsible Officer has obtained no knowledge of any Default or Event of Default except as specified in such certificate and such certificate shall include the calculations in reasonable detail required to indicate compliance with Section 5.9 as of the last day of such period;

(c) within thirty (30) days after the same are sent, copies of all material financial reports (other than those otherwise provided pursuant to Section 5.1 and those which are of a promotional nature) and other financial information which the Borrower sends to its shareholders, and within thirty days after the same are filed, copies of all financial statements and non-confidential reports which the Borrower may make to, or file with the Securities and Exchange Commission or any successor or analogous Governmental Authority;

(d) within ninety (90) days after the end of each fiscal year of the Borrower, a certificate containing information regarding the amount of all Asset Dispositions, Debt Issuances, and Equity Issuances that were made during the prior fiscal year and amounts received in connection with any Recovery Event during the prior fiscal year;

(e) promptly upon receipt thereof, a copy of any other report or "management letter" submitted by independent accountants to the Borrower or any of its Subsidiaries in connection with any annual, interim or special audit of the books of such Person; and

(f) promptly, such additional financial and other information as the Administrative Agent, on behalf of any Lender, may from time to time reasonably request.

SECTION 5.3 PAYMENT OF OBLIGATIONS.

Pay, discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, in accordance with industry practice (subject, where applicable, to specified grace periods) all its material obligations of whatever nature and any additional costs that are imposed as a result of any failure to so pay, discharge or otherwise satisfy such obligations, except when the amount or validity of such obligations and costs is currently being contested in good faith by appropriate proceedings and reserves, if applicable, in conformity with GAAP with respect thereto have been provided on the books of the Borrower or its Subsidiaries, as the case may be.

SECTION 5.4 CONDUCT OF BUSINESS AND MAINTENANCE OF EXISTENCE.

Continue to engage in business of the same general type as now conducted by it on the Closing Date and preserve, renew and keep in full force and effect its corporate existence and take all reasonable action to maintain all rights, privileges and franchises necessary or desirable in the normal conduct of its business; comply with all Contractual Obligations and Requirements of Law applicable to it except to the extent that failure to comply therewith could not, in the aggregate, reasonably be expected to have a Material Adverse Effect.

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SECTION 5.5 MAINTENANCE OF PROPERTY; INSURANCE.

(a) Keep all property useful and necessary in its business in good working order and condition (ordinary wear and tear and obsolescence excepted) except where failure to do so would not have a Material Adverse Effect;

(b) Maintain with financially sound and reputable insurance companies insurance on all its material property (including without limitation its material tangible Collateral) in at least such amounts and against at least such risks as are usually insured against in the same general area by companies engaged in the same or a similar business; and furnish to the Administrative Agent, upon written request, full information as to the insurance carried; PROVIDED, HOWEVER, that the Borrower and its Subsidiaries may maintain self insurance plans to the extent companies of similar size and in similar businesses do so. The Administrative Agent shall be named as loss payee or mortgagee, as its interest may appear, and/or additional insured with respect to any such insurance providing coverage in respect of any Collateral, and each provider of any such insurance shall agree, by endorsement upon the policy or policies issued by it or by independent instruments furnished to the Administrative Agent, that it will give the Administrative Agent thirty (30) days prior written notice before any such policy or policies shall be altered or canceled, and that no act or default of the Borrower or any of its Subsidiaries or any other Person shall affect the rights of the Administrative Agent or the Lenders under such policy or policies. The present insurance coverage of the Borrower and its Subsidiaries is outlined as to carrier, policy number, expiration date, type and amount on SCHEDULE 5.5(b); and

(c) In case of any material loss, damage to or destruction of the Collateral of any Credit Party or any part thereof, such Credit Party shall promptly give written notice thereof to the Administrative Agent generally describing the nature and extent of such damage or destruction.

SECTION 5.6 INSPECTION OF PROPERTY; BOOKS AND RECORDS; DISCUSSIONS.

Keep proper books of records and account in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to its businesses and activities; and permit, during regular business hours and upon reasonable notice by the Administrative Agent or any Lender, the Administrative Agent or any Lender to visit and inspect any of its properties and examine and make abstracts from any of its books and records (other than materials protected by the attorney-client privilege and materials which the Borrower may not disclose without violation of a confidentiality obligation binding upon it) at any reasonable time and as often as may reasonably be desired, and to discuss the business, operations, properties and financial and other condition of the Borrower and its Subsidiaries with officers and employees of the Borrower and its Subsidiaries and with its independent certified public accountants.

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SECTION 5.7 NOTICES.

Give notice in writing to the Administrative Agent (which shall promptly transmit such notice to each Lender) of:

(a) promptly, but in any event within two (2) Business Days after the Borrower knows or has reason to know thereof, the occurrence of any Default or Event of Default;

(b) promptly, any default or event of default under any Contractual Obligation of the Borrower or any of its Subsidiaries which could reasonably be expected to have a Material Adverse Effect;

(c) promptly, any litigation, or any investigation or proceeding known to the Borrower, affecting the Borrower or any of its Subsidiaries which, if adversely determined, could reasonably be expected to have a Material Adverse Effect;

(d) as soon as possible and in any event within thirty (30) days after the Borrower knows or has reason to know thereof:  
(i) the occurrence or expected occurrence of any Reportable Event with respect to any Plan, a failure to make any required contribution to a Plan, the creation of any Lien in favor of the PBGC (other than a Permitted Lien) or a Plan or any withdrawal from, or the termination, Reorganization or Insolvency of, any Multiemployer Plan or (ii) the institution of proceedings or the taking of any other action by the PBGC or the Borrower or any Commonly Controlled Entity or any Multiemployer Plan with respect to the withdrawal from, or the terminating, Reorganization or Insolvency of, any Plan; and

(e) promptly, any other development or event which could reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section shall be accompanied by a statement of a Responsible Officer setting forth details of the occurrence referred to therein and stating what action the Borrower proposes to take with respect thereto. In

the case of any notice of a Default or Event of Default, the Borrower shall specify that such notice is a Default or Event of Default notice on the face thereof.

SECTION 5.8 ENVIRONMENTAL LAWS.

(a) Comply in all material respects with, and use its best efforts to ensure compliance in all material respects by all tenants and subtenants, if any, with, all applicable Environmental Laws and obtain and comply in all material respects with and maintain, and use its best efforts to ensure that all tenants and subtenants obtain and comply in all material respects with and maintain, any and all licenses, approvals, notifications, registrations or permits required by applicable Environmental Laws except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect;

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(b) Conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions required under Environmental Laws and promptly comply in all material respects with all lawful orders and directives of all Governmental Authorities regarding Environmental Laws except to the extent that the same are being contested in good faith by appropriate proceedings and the pendency of such proceedings could not reasonably be expected to have a Material Adverse Effect; and

(c) Defend, indemnify and hold harmless the Administrative Agent and the Lenders, and their respective employees, agents, officers and directors, from and against any and all claims, demands, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature known or unknown, contingent or otherwise, arising out of, or in any way relating to the violation of, noncompliance with or liability under, any Environmental Law applicable to the operations of the Borrower any of its Subsidiaries or the Properties, or any legally binding orders, requirements or demands of Governmental Authorities related thereto, including, without limitation, reasonable attorney's and consultant's fees, investigation and laboratory fees, response costs, court costs and litigation expenses, except to the extent that any of the foregoing arise out of the gross negligence or willful misconduct of the party seeking indemnification therefor. The agreements in this paragraph shall survive repayment of the Notes and all other amounts payable hereunder.

SECTION 5.9 FINANCIAL COVENANTS.

Commencing on the day immediately following the Closing Date, the Borrower shall, and shall cause each of its Subsidiaries to, comply with the following financial covenants:

(a) LEVERAGE RATIO. The Leverage Ratio, as of the last day of each fiscal quarter of the Borrower and its Subsidiaries occurring during the periods indicated below, shall be less than or equal to the following:

<TABLE>  
<CAPTION>

Period	Maximum Ratio
Closing Date through December 30, 2002	2.75 to 1.0
December 31, 2002 and thereafter	2.50 to 1.0

</TABLE>

(b) FIXED CHARGE COVERAGE RATIO. The Fixed Charge Coverage Ratio, as of the last day of each fiscal quarter of the Borrower and its Subsidiaries shall be greater than or equal to 1.10 to 1.00.

(c) CONSOLIDATED NET WORTH. The Consolidated Net Worth shall not at any time be less than \$88,825,000 increased by the sum of (i) on a cumulative basis as of the end of each fiscal quarter of the Borrower, commencing with the fiscal quarter ending December 31, 2000, by an amount equal to 50% of Consolidated Net Income (to the extent positive) for the fiscal quarter then ended plus (ii) an amount equal to 100% of the Net Cash Proceeds from any Equity Issuance occurring after the Closing Date.

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(d) CONSOLIDATED CAPITAL EXPENDITURES. Consolidated Capital Expenditures (which shall not include the conversion of operating leases to Capital Leases or other Indebtedness as permitted

by Section 6.17) as of the end of any fiscal year of the Borrower shall be less than or equal to the amount set forth below during the periods set forth below:

<TABLE>  
<CAPTION>

PERIOD -----	AMOUNT -----
<S>	<C>
Fiscal Year 2000	\$22,000,000
Fiscal Year 2001	\$25,300,000
Fiscal Year 2002	\$29,095,000
Fiscal Year 2003	\$33,500,000
Fiscal Year 2004	\$38,500,000
Fiscal Year 2005	\$44,250,000

</TABLE>

SECTION 5.10 ADDITIONAL SUBSIDIARY GUARANTORS.

The Credit Parties will cause each of their Domestic Subsidiaries, whether newly formed, after acquired or otherwise existing, to promptly become a Guarantor hereunder by way of execution of a Joinder Agreement. The guaranty obligations of any such Additional Credit Party shall be secured by, among other things, the Collateral of the Additional Credit Party.

SECTION 5.11 COMPLIANCE WITH LAW.

Each Credit Party will, and will cause each of its Subsidiaries to, comply with all laws, rules, regulations and orders, and all applicable restrictions imposed by all Governmental Authorities, applicable to it and its Property if noncompliance with any such law, rule, regulation, order or restriction could reasonably be expected to have a Material Adverse Effect.

SECTION 5.12 PLEDGED ASSETS.

Each Credit Party will, and will cause each of its Subsidiaries to, be subject at all times to a first priority, perfected Lien with respect to all of such Subsidiary's Collateral (subject in each case to Permitted Liens) in favor of the Administrative Agent pursuant to the terms and conditions of the Security Documents or such other security documents as the Administrative Agent shall reasonably request. Each Credit Party shall, and shall cause each of its Subsidiaries to, adhere to the covenants regarding the location of personal property as set forth in the Security Documents.

ARTICLE VI

NEGATIVE COVENANTS

The Credit Parties hereby covenant and agree that on the Closing Date, and thereafter for so long as this Agreement is in effect and until the Commitments have terminated, no Note remains outstanding and unpaid and the Credit Party Obligations, together with interest,

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Commitment Fees and all other amounts owing to the Administrative Agent or any Lender hereunder, are paid in full that:

SECTION 6.1 INDEBTEDNESS.

The Borrower will not, nor will it permit any Subsidiary to, contract, create, incur, assume or permit to exist any Indebtedness, except:

(a) Indebtedness arising or existing under this Agreement and the other Credit Documents;

(b) Indebtedness of the Borrower and its Subsidiaries existing as of the Closing Date as referenced in the financial statements referenced in Section 3.1 (and set out more specifically in SCHEDULE 6.1(b)) hereto and renewals, refinancings or extensions thereof in a principal amount not in excess of that outstanding as of the date of such renewal, refinancing or extension;

(c) Indebtedness of the Borrower and its Subsidiaries incurred after the Closing Date consisting of Capital Leases or Indebtedness incurred to provide all or a portion of the purchase price or cost of construction of an asset provided that (i) such Indebtedness when incurred shall not exceed the purchase price or cost of construction of such asset; (ii) no such Indebtedness shall be refinanced for a principal amount in excess of the principal balance outstanding thereon at the time of such refinancing; and (iii) the total amount of all such Indebtedness shall not exceed \$2,000,000 at any time outstanding; provided, however that notwithstanding the foregoing, the operating leases set forth on SCHEDULE 6.17 hereto may

be converted into Capital Leases or the equipment subject to such operating leases may be purchased at such time as the Borrower may elect.

(d) Unsecured intercompany Indebtedness among the Borrower and its Subsidiaries, PROVIDED that any such Indebtedness shall be fully subordinated to the Credit Party Obligations hereunder on terms reasonably satisfactory to the Administrative Agent;

(e) Indebtedness and obligations owing under Hedging Agreements relating to the Loans hereunder and other Hedging Agreements entered into in order to manage existing or anticipated interest rate, exchange rate or commodity price risks and not for speculative purposes;

(f) Indebtedness and obligations of Credit Parties owing under documentary letters of credit for the purchase of goods or other merchandise (but not under standby, direct pay or other letters of credit except for the Letters of Credit hereunder) generally in an aggregate amount not to exceed \$250,000 in the aggregate;

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(g) Indebtedness in respect of Guaranty Obligations (other than Guaranty Obligations permitted pursuant to Section 6.1(a)) in an aggregate amount not to exceed \$500,000 at any time outstanding; and

(h) other Indebtedness of the Borrower and its Subsidiaries which does not exceed \$2,500,000 in the aggregate at any time outstanding.

#### SECTION 6.2 LIENS.

The Borrower will not, nor will it permit any Subsidiary to, contract, create, incur, assume or permit to exist any Lien with respect to any of its property or assets of any kind (whether real or personal, tangible or intangible), whether now owned or hereafter acquired, except for Permitted Liens.

#### SECTION 6.3 GUARANTY OBLIGATIONS.

The Borrower will not, nor will it permit any Subsidiary to, enter into or otherwise become or be liable in respect of any Guaranty Obligations (excluding specifically therefrom endorsements in the ordinary course of business of negotiable instruments for deposit or collection) other than (i) those in favor of the Lenders in connection herewith, and (ii) Guaranty Obligations by the Borrower or its Subsidiaries of Indebtedness permitted under Section 6.1(b) and Section 6.1(g) (except, as regards Indebtedness under Section 6.1(b) thereof, only if and to the extent such Indebtedness was guaranteed on the Closing Date).

#### SECTION 6.4 NATURE OF BUSINESS.

The Borrower will not, nor will it permit any Subsidiary to, alter the character of its business in any material respect from that conducted as of the Closing Date.

#### SECTION 6.5 CONSOLIDATION, MERGER, SALE OR PURCHASE OF ASSETS, ETC.

The Borrower will not, nor will it permit any Subsidiary to,

(a) dissolve, liquidate or wind up its affairs, sell, transfer, lease or otherwise dispose of its property or assets or agree to do so at a future time except the following, without duplication, shall be expressly permitted:

(i) Specified Sales;

(ii) the sale, transfer, lease or other disposition of property or assets (A) to an unrelated party not in the ordinary course of business (other than Specified Sales), where and to the extent that they are the result of a Recovery Event or (B) the sale, lease, transfer or other disposition of machinery, parts and equipment no longer used or useful in the conduct of the business of the Borrower or any of its Subsidiaries, as appropriate, in its reasonable discretion, so long as the net proceeds therefrom are used to repair or replace damaged property or to

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purchase or otherwise acquire new assets or property, PROVIDED that such purchase or acquisition is committed to within 180 days of receipt of the net proceeds and such purchase or acquisition is consummated within 270 days of receipt of such proceeds;

(iii) the sale, lease or transfer of property or assets (at fair value) between the Borrower and any Guarantor;

(iv) the sale, lease or transfer of property or assets not to exceed \$1,000,000 in the aggregate in any fiscal year;

PROVIDED, that in the case of a sale, lease or transfer pursuant to Section 6.5(a)(ii)(A) and Section 6.5(a)(iv), at least 75% of the consideration received therefor by the Borrower or any such Subsidiary is in the form of cash or Cash Equivalents and in the case of a sale pursuant to Section 6.5(a)(v), 100% of the consideration received therefor by the Borrower or any Subsidiary is in the form of cash or Cash Equivalents; PROVIDED, FURTHER, that with respect to sales of assets permitted hereunder only, the Administrative Agent shall be entitled, without the consent of the Required Lenders, to release its Liens relating to the particular assets sold; or

(b) (i) purchase, lease or otherwise acquire (in a single transaction or a series of related transactions) the property or assets of any Person (other than purchases or other acquisitions of inventory, leases, materials, property and equipment in the ordinary course of business, except as otherwise limited or prohibited herein); PROVIDED, that so long as no Default or Event of Default shall have occurred and be continuing or would result therefrom, the Borrower may acquire all or a majority of the Capital Stock or other ownership interest in any Person (in a similar or related line of business and which has earnings before interest, taxes, depreciation and amortization for the prior four fiscal quarters in an amount greater than \$0) or all or a substantial portion of the assets, property and/or operations of a Person (in a similar or related line of business and which had earnings before interest, taxes, depreciation and amortization for the prior four fiscal quarters in an amount greater than \$0); PROVIDED, however, that both before and after giving effect to any such acquisition otherwise permitted hereunder, (A) the Leverage Ratio shall not exceed 2.5 to 1.0, on a pro forma basis and (B) there shall be not less than \$7,500,000 of availability under Section 2.1 or (ii) enter into any transaction of merger or consolidation, except for (A) investments or acquisitions permitted pursuant to Section 6.6, and (B) the merger or consolidation of a Credit Party with and into another Credit Party, PROVIDED that if the Borrower is a party thereto, the Borrower will be the surviving corporation.

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#### SECTION 6.6 ADVANCES, INVESTMENTS AND LOANS.

The Borrower will not, nor will it permit any Subsidiary to, lend money or extend credit or make advances to any Person, or purchase or acquire any stock, obligations or securities of, or any other interest in, or make any capital contribution to, any Person except for Permitted Investments.

#### SECTION 6.7 TRANSACTIONS WITH AFFILIATES.

Except for those transactions contemplated by the agreements set forth on SCHEDULE 6.7 and except as permitted in subsection (iv) of the definition of Permitted Investments, the Borrower will not, nor will it permit any Subsidiary to, enter into any transaction or series of transactions, whether or not in the ordinary course of business, with any officer, director, shareholder or Affiliate other than on fair and reasonable terms and conditions substantially as favorable as would be obtainable in a comparable arm's-length transaction with a Person other than an officer, director, shareholder or Affiliate.

#### SECTION 6.8 OWNERSHIP OF SUBSIDIARIES; RESTRICTIONS.

The Borrower will not, nor will it permit any Subsidiary to, create, form or acquire any Subsidiaries, except for Domestic Subsidiaries which are joined as Additional Credit Parties in accordance with the terms hereof. The Borrower will not sell, transfer, pledge or otherwise dispose of any Capital Stock or other equity interests in any of its Subsidiaries, nor will it permit any of its Subsidiaries to issue, sell, transfer, pledge or otherwise dispose of any of their Capital Stock or other equity interests, except in a transaction permitted by Section 6.5.

#### SECTION 6.9 FISCAL YEAR; ORGANIZATIONAL DOCUMENTS; MATERIAL CONTRACTS.

The Borrower will not, nor will it permit any of its Subsidiaries to,



change its fiscal year or to change any fiscal quarter end as set forth on SCHEDULE 6.9(e). The Borrower will not, nor will it permit any Subsidiary to, amend, modify or change its articles of incorporation (or corporate charter or other similar organizational document) or bylaws (or other similar document) without the prior written consent of the Required Lenders. The Borrower will not, nor will it permit any of its Subsidiaries to, without the prior written consent of the Administrative Agent, amend, modify, cancel or terminate or fail to renew or extend or permit the amendment, modification, cancellation or termination of any of the Material Contracts, except in the event that such amendments, modifications, cancellations or terminations could not reasonably be expected to have a Material Adverse Effect.

SECTION 6.10           LIMITATION ON RESTRICTED ACTIONS.

The Borrower will not, nor will it permit any Subsidiary to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any such Person to (a) pay dividends or make any other distributions to any Credit Party on its Capital Stock or with respect to any other interest or participation in, or measured by, its profits, (b) pay any Indebtedness or other obligation owed to any Credit Party, (c) make loans

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or advances to any Credit Party, (d) sell, lease or transfer any of its properties or assets to any Credit Party, or (e) act as a Guarantor and pledge its assets pursuant to the Credit Documents or any renewals, refinancings, exchanges, refundings or extension thereof, except (in respect of any of the matters referred to in clauses (a)-(d) above) for such encumbrances or restrictions existing under or by reason of (i) this Agreement and the other Credit Documents, (ii) applicable law, (iii) any document or instrument governing Indebtedness incurred pursuant to Section 6.1(c), PROVIDED that any such restriction contained therein relates only to the asset or assets constructed or acquired in connection therewith or (iv) any Permitted Lien or any document or instrument governing any Permitted Lien, PROVIDED that any such restriction contained therein relates only to the asset or assets subject to such Permitted Lien.

SECTION 6.11           RESTRICTED PAYMENTS.

The Borrower will not, nor will it permit any Subsidiary to, directly or indirectly, declare, order, make or set apart any sum for or pay any Restricted Payment, except (a) to make dividends payable solely in the same class of Capital Stock of such Person, (b) to make dividends or other distributions payable to any Credit Party (directly or indirectly through Subsidiaries), (c) as permitted by Section 6.16 and (d) the Borrower may repurchase stock and options of management; PROVIDED, however, that (i) no Default or Event of Default has occurred and is continuing at such time or would be directly or indirectly caused as a result thereof, (ii) after giving effect to any such repurchase, the sum of the aggregate principal amount of outstanding Revolving Loans PLUS Swingline Loans PLUS LOC Obligations shall not exceed \$17,500,000 and (iii) after giving effect to any such repurchase, the Leverage Ratio shall not exceed 2.5 to 1.0, on a pro forma basis.

SECTION 6.12           PREPAYMENTS OF INDEBTEDNESS, ETC.

The Borrower will not, nor will it permit any Subsidiary to, after the issuance thereof, amend or modify (or permit the amendment or modification of) any of the terms of any Indebtedness if such amendment or modification would add or change any terms in a manner adverse to the issuer of such Indebtedness, or shorten the final maturity or average life to maturity or require any payment to be made sooner than originally scheduled or increase the interest rate applicable thereto or change any subordination provision thereof.

SECTION 6.13           SALE LEASEBACKS.

The Borrower will not, nor will it permit any Subsidiary to, directly or indirectly, become or remain liable as lessee or as guarantor or other surety with respect to any lease, whether an operating lease or a Capital Lease, of any property (whether real, personal or mixed), whether now owned or hereafter acquired in excess of \$2,000,000 in the aggregate on an annual basis, (a) which the Borrower or any Subsidiary has sold or transferred or is to sell or transfer to a Person which is not the Borrower or any Subsidiary or (b) which the Borrower or any Subsidiary intends to use for substantially the same purpose as any other property which has been sold or is to be sold or transferred by the Borrower or any Subsidiary to another Person which is not the Borrower or any Subsidiary in connection with such lease.

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SECTION 6.14           NO FURTHER NEGATIVE PLEDGES.

The Borrower will not, nor will it permit any Subsidiary to, enter

into, assume or become subject to any agreement prohibiting or otherwise restricting the creation or assumption of any Lien upon its properties or assets, whether now owned or hereafter acquired, or requiring the grant of any security for such obligation if security is given for some other obligation, except (a) pursuant to this Agreement and the other Credit Documents, (b) pursuant to any document or instrument governing Indebtedness incurred pursuant to Section 6.1(c), PROVIDED that any such restriction contained therein relates only to the asset or assets constructed or acquired in connection therewith and (c) in connection with any Permitted Lien or any document or instrument governing any Permitted Lien, PROVIDED that any such restriction contained therein relates only to the asset or assets subject to such Permitted Lien.

SECTION 6.15 OTHER PAYMENTS.

The Borrower will not, nor will it permit any Subsidiary to, make payments in respect of the Sponsors or any of their Affiliates except (a) \$1,500,000 to the Sponsors or any of their Affiliates on the Funding Date with respect to the buy-out of the management agreement and (b) such other amounts payable to the Sponsors or any other their Affiliates in connection with an acquisition permitted by Section 6.5(b) in an aggregate amount not to exceed \$1,000,000 during the term of this Agreement.

SECTION 6.16 OPERATING LEASES.

The Borrower will not, nor will it permit any Subsidiary to incur or permit to exist any obligations in respect of operating leases which require rental payments in excess of \$3,800,000 in the aggregate for all such Persons during any fiscal year; provided, however that the amount set forth above shall be permanently reduced on a dollar for dollar basis upon the conversion of each operating lease set forth on SCHEDULE 6.17 to either a Capital Lease or other Indebtedness otherwise permitted under Section 6.1.

ARTICLE VII

EVENTS OF DEFAULT

SECTION 7.1 EVENTS OF DEFAULT.

An Event of Default shall exist upon the occurrence of any of the following specified events (each an "EVENT OF DEFAULT"):

(a) The Borrower shall fail to pay any principal on any Note when due in accordance with the terms thereof or hereof; or the Borrower shall fail to reimburse the Issuing Lender for any LOC Obligations when due in accordance with the terms hereof; or the Borrower shall fail to pay any interest on any Note or any fee or other amount payable hereunder when due in accordance with the terms thereof or hereof and such

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failure shall continue unremedied for three (3) Business Days (or any Guarantor shall fail to pay on the Guaranty in respect of any of the foregoing or in respect of any other Guaranty Obligations thereunder); or

(b) Any representation or warranty made or deemed made herein, in the Security Documents or in any of the other Credit Documents or which is contained in any certificate, document or financial or other statement furnished at any time under or in connection with this Agreement shall prove to have been incorrect, false or misleading in any material respect on or as of the date made or deemed made; or

(c) (i) Any Credit Party shall fail to perform, comply with or observe any term, covenant or agreement applicable to it contained in Section 5.7(a), Section 5.9 or Article VI hereof; or (ii) any Credit Party shall fail to comply with any other covenant, contained in this Credit Agreement or the other Credit Documents or any other agreement, document or instrument among any Credit Party, the Administrative Agent and the Lenders or executed by any Credit Party in favor of the Administrative Agent or the Lenders (other than as described in Sections 7.1(a) or 7.1(c)(i) above), and in the event such breach or failure to comply is capable of cure, is not cured within thirty (30) days of its occurrence; or

(d) The Borrower or any of its Subsidiaries shall (i) default in any payment of principal of or interest on any Indebtedness (other than the Notes) in a principal amount outstanding of at least \$500,000 in the aggregate for the Borrower and any of its Subsidiaries beyond the period of grace (not to exceed 30 days), if any, provided in the instrument or agreement under which such Indebtedness was created; or (ii) default in the observance or performance of any other agreement or condition relating to any

Indebtedness in a principal amount outstanding of at least \$500,000 in the aggregate for the Borrower and its Subsidiaries or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Indebtedness or beneficiary or beneficiaries of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to become due prior to its stated maturity; or

(e) (i) The Borrower or any of its Subsidiaries shall commence any case, proceeding or other action (A) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or the Borrower or any Subsidiary shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against the Borrower or any Subsidiary any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an

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order for relief or any such adjudication or appointment or (B) remains undischarged or unbonded for a period of 60 days; or (iii) there shall be commenced against the Borrower or any Subsidiary any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) the Borrower or any Subsidiary shall take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) the Borrower or any Subsidiary shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due; or

(f) One or more judgments or decrees shall be entered against the Borrower or any of its Subsidiaries involving in the aggregate a liability (to the extent not paid when due or covered by insurance) of \$1,000,000 or more and all such judgments or decrees shall not have been paid and satisfied, vacated, discharged, stayed or bonded pending appeal within 10 days from the entry thereof; or

(g) (i) Any Person shall engage in any "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan, (ii) any "accumulated funding deficiency" (as defined in Section 302 of ERISA), whether or not waived, shall exist with respect to any Plan or any Lien in favor of the PBGC or a Plan (other than a Permitted Lien) shall arise on the assets of the Borrower or any Commonly Controlled Entity, (iii) a Reportable Event shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Single Employer Plan, which Reportable Event or commencement of proceedings or appointment of a Trustee is, in the reasonable opinion of the Required Lenders, likely to result in the termination of such Plan for purposes of Title IV of ERISA, (iv) any Single Employer Plan shall terminate for purposes of Title IV of ERISA, (v) the Borrower, any of its Subsidiaries or any Commonly Controlled Entity shall, or in the reasonable opinion of the Required Lenders is likely to, incur any liability in connection with a withdrawal from, or the Insolvency or Reorganization of, any Multiemployer Plan or (vi) any other similar event or condition shall occur or exist with respect to a Plan; and in each case in clauses (i) through (vi) above, such event or condition, together with all other such events or conditions, if any, could have a Material Adverse Effect; or

(h) There shall occur a Change of Control; or

(i) The Guaranty or any provision thereof shall cease to be in full force and effect or any Guarantor or any Person acting by or on behalf of any Guarantor shall deny or disaffirm any Guarantor's obligations under the Guaranty; or

(j) Any other Credit Document shall fail to be in full force and effect or to give the Administrative Agent and/or the Lenders the security interests, liens, rights, powers and privileges purported

to be created thereby (except as such documents may be

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terminated or no longer in force and effect in accordance with the terms thereof, other than those indemnities and provisions which by their terms shall survive).

SECTION 7.2 ACCELERATION; REMEDIES.

Upon the occurrence of an Event of Default, then, and in any such event, (a) if such event is an Event of Default specified in Section 7.1(e) above, automatically the Commitments shall immediately terminate and the Loans (with accrued interest thereon), and all other amounts under the Credit Documents (including without limitation the maximum amount of all contingent liabilities under Letters of Credit) shall immediately become due and payable, and (b) if such event is any other Event of Default, either or both of the following actions may be taken: (i) with the written consent of the Required Lenders, the Administrative Agent may, or upon the written request of the Required Lenders, the Administrative Agent shall, by notice to the Borrower declare the Commitments to be terminated forthwith, whereupon the Commitments shall immediately terminate; and (ii) the Administrative Agent may, or upon the written request of the Required Lenders, the Administrative Agent shall, by notice of default to the Borrower, declare the Loans (with accrued interest thereon) and all other amounts owing under this Agreement and the Notes to be due and payable forthwith and direct the Borrower to pay to the Administrative Agent cash collateral as security for the LOC Obligations for subsequent drawings under then outstanding Letters of Credit an amount equal to the maximum amount of which may be drawn under Letters of Credit then outstanding, whereupon the same shall immediately become due and payable.

ARTICLE VIII

THE AGENT

SECTION 8.1 APPOINTMENT.

Each Lender hereby irrevocably designates and appoints First Union National Bank as the Administrative Agent of such Lender under this Agreement, and each such Lender irrevocably authorizes First Union National Bank, as the Administrative Agent for such Lender, to take such action on its behalf under the provisions of this Agreement and to exercise such powers and perform such duties as are expressly delegated to the Administrative Agent by the terms of this Agreement, together with such other powers as are reasonably incidental thereto. 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 any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against the Administrative Agent.

SECTION 8.2 DELEGATION OF DUTIES.

The Administrative Agent may execute any of its duties under this Agreement by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all

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matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care. Without limiting the foregoing, the Administrative Agent may appoint one of its affiliates as its agent to perform the functions of the Administrative Agent hereunder relating to the advancing of funds to the Borrower and distribution of funds to the Lenders and to perform such other related functions of the Administrative Agent hereunder as are reasonably incidental to such functions.

SECTION 8.3 EXCULPATORY PROVISIONS.

Neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or affiliates shall be (i) liable for any action lawfully taken or omitted to be taken by it or such Person under or in connection with this Agreement (except for its or such Person's own gross negligence or willful misconduct) or (ii) responsible in any manner to any of the Lenders for any recitals, statements, representations or warranties made by the Borrower or any officer thereof contained in this Agreement 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 for the value, validity, effectiveness, genuineness, enforceability or sufficiency of any of the Credit Documents or for any failure of the Borrower 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 by the Borrower of any of the agreements contained in, or conditions of, this Agreement, or to inspect the properties, books or records of the Borrower.

SECTION 8.4 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, telecopy, 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 Borrower), independent accountants and other experts selected by the Administrative Agent. The Administrative Agent may deem and treat the payee of any Note as the owner thereof for all purposes unless (a) a written notice of assignment, negotiation or transfer thereof shall have been filed with the Administrative Agent and (b) the Administrative Agent shall have received the written agreement of such assignee to be bound hereby as fully and to the same extent as if such assignee were an original Lender party hereto, in each case in form satisfactory to the Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under this Agreement 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 which 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 any of the Credit Documents in accordance with a request of the Required Lenders or all of the Lenders, as may be required under this Agreement, and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders and all future holders of the Notes.

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SECTION 8.5 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 Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". In the event that 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 except to the extent that this Credit Agreement expressly requires that such action be taken, or not taken, only with the consent or upon the authorization of the Required Lenders, or all of the Lenders, as the case may be.

SECTION 8.6 NON-RELIANCE ON ADMINISTRATIVE AGENT AND OTHER LENDERS.

Each Lender expressly acknowledges that neither the Administrative Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or affiliates has made any representation or warranty to it and that no act by the Administrative Agent hereinafter taken, including any review of the affairs of the Borrower, 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, operations, property, financial and other condition and creditworthiness of the Borrower 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, operations, property, financial and other condition and creditworthiness of the Borrower. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent hereunder, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Borrower which may come into the possession of the Administrative Agent or any of its officers, directors, employees, agents, attorneys-in-fact or affiliates.

SECTION 8.7 INDEMNIFICATION.

The Lenders agree to indemnify the Administrative Agent in its capacity hereunder (to the extent not reimbursed by the Borrower and without limiting the obligation of the Borrower to do so), ratably according to their respective Commitment Percentages in effect on the date on

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which indemnification is sought under this Section, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including, without limitation, at any time following the payment of the Notes) be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of any Credit Document or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by the Administrative Agent under or in connection with any of the foregoing; PROVIDED, HOWEVER, that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements to the extent resulting from the Agent's gross negligence or willful misconduct, as determined by a court of competent jurisdiction. The agreements in this Section 8.7 shall survive the termination of this Agreement and payment of the Notes and all other amounts payable hereunder.

SECTION 8.8 ADMINISTRATIVE AGENT IN ITS 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 Borrower as though the Administrative Agent were not the Administrative Agent hereunder. With respect to its Loans made or renewed by it and any Note issued 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 8.9 SUCCESSOR ADMINISTRATIVE AGENT.

The Administrative Agent may resign as Administrative Agent upon 30 days' prior notice to the Borrower and the Lenders. If the Administrative Agent shall resign as Administrative Agent under this Agreement and the Notes, then the Required Lenders shall appoint from among the Lenders a successor agent for the Lenders, which successor agent shall be approved by the Borrower, whereupon such successor agent shall succeed to the rights, powers and duties of the Administrative Agent, and the term "Administrative Agent" shall mean such successor agent effective upon such appointment and approval, and the former Agent's rights, powers and duties as Administrative Agent shall be terminated, without any other or further act or deed on the part of such former Administrative Agent or any of the parties to this Agreement or any holders of the Notes. After any retiring Agent's resignation as Administrative Agent, the provisions of this Section 8.9 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement.

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ARTICLE IX

MISCELLANEOUS

SECTION 9.1 AMENDMENTS, WAIVERS AND RELEASE OF COLLATERAL.

Neither this Agreement, nor any of the Notes, nor any of the other Credit Documents, nor any terms hereof or thereof may be amended, supplemented, waived or modified except in accordance with the provisions of this Section nor may be released except as specifically provided herein or in the Security Documents or in accordance with the provisions of this Section 9.1. The Required Lenders may, or, with the written consent of the Required Lenders, the Administrative Agent may, from time to time, (a) enter into with the Borrower written amendments, supplements or modifications hereto and to the other Credit Documents for the purpose of adding any provisions to this Agreement or the other Credit Documents or changing in any manner the rights of the Lenders or of the Borrower hereunder or thereunder or (b) waive, on such terms and conditions as the Required Lenders may specify in such instrument, any of the requirements of this Agreement or the other Credit Documents or any Default or Event of Default and its consequences; PROVIDED, HOWEVER, that no such waiver and no such amendment, waiver, supplement, modification or release shall:

(i) reduce the amount or extend the scheduled date of maturity of any Loan or Note or any installment thereon, or reduce the stated rate of any interest or fee payable hereunder (other than interest at the increased post-default rate) or extend the scheduled date of any payment thereof or

increase the amount or extend the expiration date of any Lender's Commitment, in each case without the written consent of each Lender directly affected thereby, or

(ii) amend, modify or waive any provision of this Section 9.1 or reduce the percentage specified in the definition of Required Lenders, without the written consent of all the Lenders, or

(iii) amend, modify or waive any provision of Article VIII without the written consent of the then Administrative Agent, or

(iv) release any of the Guarantors from their obligations under the Guaranty, except in accordance with the terms thereof, without the written consent of all of the Lenders, or

(v) release all or substantially all of the Collateral, without the written consent of all of the Lenders, or

(vi) without the consent of Lenders holding in the aggregate more than 50% of the outstanding Term Loans, extend the time for or the amount or the manner of application of proceeds of any mandatory prepayment required by Section 2.8(b)(ii), (iii) or (iv) hereof, or

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(vii) amend, modify or waive any provision of the Credit Documents requiring consent, approval or request of the Required Lenders or all Lenders, without the written consent of all of the Required Lenders or Lenders as appropriate and, PROVIDED, FURTHER, that no amendment, waiver or consent affecting the rights or duties of the Administrative Agent or the Issuing Lender under any Credit Document shall in any event be effective, unless in writing and signed by the Administrative Agent and/or the Issuing Lender, as applicable, in addition to the Lenders required hereinabove to take such action.

Any such waiver, any such amendment, supplement or modification and any such release shall apply equally to each of the Lenders and shall be binding upon the Borrower, the other Credit Parties, the Lenders, the Administrative Agent and all future holders of the Notes. In the case of any waiver, the Borrower, the other Credit Parties, the Lenders and the Administrative Agent shall be restored to their former position and rights hereunder and under the outstanding Loans and Notes and other Credit Documents, and any Default or Event of Default waived shall be deemed to be cured and not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default, or impair any right consequent thereon.

Notwithstanding any of the foregoing to the contrary, the consent of the Borrower shall not be required for any amendment, modification or waiver of the provisions of Article VIII (other than the provisions of Section 8.9); PROVIDED, HOWEVER, that the Administrative Agent will provide written notice to the Borrower of any such amendment, modification or waiver. In addition, the Borrower and the Lenders hereby authorize the Administrative Agent to modify this Credit Agreement by unilaterally amending or supplementing SCHEDULE 2.1(a) from time to time in the manner requested by the Borrower, the Administrative Agent or any Lender in order to reflect any assignments or transfers of the Loans as provided for hereunder; PROVIDED, HOWEVER, that the Administrative Agent shall promptly deliver a copy of any such modification to the Borrower and each Lender.

Notwithstanding the fact that the consent of all the Lenders is required in certain circumstances as set forth above, (x) each Lender is entitled to vote as such Lender sees fit on any bankruptcy reorganization plan that affects the Loans, and each Lender acknowledges that the provisions of Section 1126(c) of the Bankruptcy Code supersedes the unanimous consent provisions set forth herein and (y) the Required Lenders may consent to allow a Credit Party to use cash collateral in the context of a bankruptcy or insolvency proceeding.

## SECTION 9.2 NOTICES.

Except as otherwise provided in Article II, all notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made (a) when delivered by hand, (b) when confirmation of transmittal via telecopy (or other facsimile device) to the number set out herein has been received by the sender, (c) the day following the day on which the same has been delivered prepaid to a

reputable national overnight air courier service, or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, addressed as follows in the case of the Borrower,

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the other Credit Parties and the Administrative Agent, and as set forth on SCHEDULE 9.2 in the case of the Lenders, or to such other address as may be hereafter notified by the respective parties hereto and any future holders of the Notes:

<TABLE>

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<C>

The Borrower and the other Credit Parties:	TTM Technologies, Inc. 17550 N.E. 67th Court Redmond, Washington 98052 Attention: Ms. Stacey Peterson Telecopier: (425) 869-1465 Telephone: (425) 883-7575 ext. ____
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With a copy to:

Shearman & Sterling  
555 California Street  
Suite 2000  
San Francisco, CA  
Attention: Steve Sherman  
Telecopier: (415) 616-1199  
Telephone: (415) 616-1260

Shearman & Sterling  
599 Lexington Avenue  
New York, NY 10022  
Attention: Constance Fratianni  
Telecopier: (212) 848-7179  
Telephone: (212) 848-8560

The Administrative Agent:	First Union National Bank One First Union Center, DC-04  Charlotte, North Carolina 28288-0680  Attention: Syndication Agency Services Telecopier: (704) 383-0288 Telephone: (704) 383-3721
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with a copy to:

First Union National Bank  
One First Union Center, DC-05  
Charlotte, North Carolina 28288-0737  
Attention: Mr. Jorge Gonzalez  
Telecopier: (704) 715-1117  
Telephone: (704) 383-8461

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SECTION 9.3 NO WAIVER; CUMULATIVE REMEDIES.

No failure to exercise and no delay in exercising, on the part of the Administrative Agent or any Lender, any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

SECTION 9.4 SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

All representations and warranties made hereunder and in any document, certificate or statement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Agreement and the Notes and the making of the Loans, PROVIDED that all such representations and warranties shall terminate on the date upon which the Commitments have been terminated and all amounts owing hereunder and under any Notes have been paid in full.

SECTION 9.5 PAYMENT OF EXPENSES AND TAXES.

The Borrower agrees (a) to pay or reimburse the Administrative Agent



for all its reasonable out-of-pocket costs and expenses incurred in connection with the development, preparation, negotiation, printing and execution of, and any amendment, supplement or modification to, this Agreement and the other Credit Documents and any other documents prepared in connection herewith or therewith, and the consummation and administration of the transactions contemplated hereby and thereby, together with the reasonable fees and disbursements of counsel to the Administrative Agent or (b) to pay or reimburse each Lender and the Administrative Agent for all its costs and expenses incurred in connection with the enforcement or preservation of any rights under this Agreement, the Notes and any such other documents, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent and to the Lenders (including reasonable allocated costs of in-house legal counsel), and (c) on demand, to pay, indemnify, and hold each Lender and the Administrative Agent harmless from, any and all recording and filing fees and any and all liabilities with respect to, or resulting from any delay in paying, stamp, excise and other similar taxes, if any, which may be payable or determined to be payable in connection with the execution and delivery of, or consummation or administration of any of the transactions contemplated by, or any amendment, supplement or modification of, or any waiver or consent under or in respect of, the Credit Documents and any such other documents, and (d) to pay, indemnify, and hold each Lender and the Administrative Agent and their Affiliates harmless from and against, any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of the Credit Documents and any such other documents and the use, or proposed use, of proceeds of the Loans (all of the foregoing, collectively, the "INDEMNIFIED LIABILITIES"); PROVIDED, HOWEVER, that the Borrower shall not have any obligation hereunder to the Administrative Agent or any Lender with respect to indemnified liabilities arising from the gross negligence or willful misconduct of the Administrative Agent or any such Lender, as determined by a court of competent jurisdiction. The agreements in this

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Section 9.5 shall survive repayment of the Loans, Notes and all other amounts payable hereunder.

SECTION 9.6           SUCCESSORS AND ASSIGNS; PARTICIPATIONS; PURCHASING LENDERS.

(a)           This Agreement shall be binding upon and inure to the benefit of the Borrower, the Lenders, the Administrative Agent, all future holders of the Notes and their respective successors and assigns, except that the Borrower may not assign or transfer any of its rights or obligations under this Agreement or the other Credit Documents without the prior written consent of each Lender.

(b)           Any Lender may, in the ordinary course of its commercial banking business and in accordance with applicable law, at any time sell to one or more banks or other entities ("PARTICIPANTS") participating interests in any Loan owing to such Lender, any Note held by such Lender, any Commitment of such Lender, or any other interest of such Lender hereunder. In the event of any such sale by a Lender of participating interests to a Participant, such Lender's obligations under this Agreement to the other parties to this Agreement shall remain unchanged, such Lender shall remain solely responsible for the performance thereof, such Lender shall remain the holder of any such Note for all purposes under this Agreement, and the Borrower and the Administrative Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. No Lender shall transfer or grant any participation under which the Participant shall have rights to approve any amendment to or waiver of this Agreement or any other Credit Document except to the extent such amendment or waiver would (i) extend the scheduled maturity of any Loan or Note or any installment thereon in which such Participant is participating, or reduce the stated rate or extend the time of payment of interest or fees thereon (except in connection with a waiver of interest at the increased post-default rate) or reduce the principal amount thereof, or increase the amount of the Participant's participation 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 such participation, and that an increase in any Commitment or Loan shall be permitted without consent of any participant if the Participant's participation is not increased as a result thereof), (ii) release any of the Guarantors from their obligations under the Guaranty, (iii) release all or substantially all of the collateral, or (iv) consent to the assignment or transfer by the Borrower of any of its rights and obligations under this Agreement. In the case of any such participation, the Participant shall not have any rights under this Agreement or any of the other Credit Documents (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)

and all amounts payable by the Borrower hereunder shall be determined as if such Lender had not sold such participation, PROVIDED that each Participant shall be entitled to the benefits of Sections 2.16, 2.17, 2.18 and 9.5 with respect to its participation in the Commitments and the Loans outstanding from time to time; PROVIDED, that no Participant shall be entitled to receive any greater amount pursuant to such Sections than the transferor Lender would have been entitled to receive in respect of the amount of the

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participation transferred by such transferor Lender to such Participant had no such transfer occurred.

(c) Any Lender may, in the ordinary course of its commercial banking business and in accordance with applicable law, at any time, sell or assign to any Lender or any affiliate thereof and with the consent of the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower (in each case, which consent shall not be unreasonably withheld), to one or more additional banks or financial institutions ("PURCHASING LENDERS"), all or any part of its rights and obligations under this Agreement and the Notes in minimum amounts of \$5,000,000 with respect to its Revolving Commitment, its Revolving Loans or its Term Loans (or, if less, the entire amount of such Lender's obligations), pursuant to a Commitment Transfer Supplement, executed by such Purchasing Lender and such transferor Lender (and, in the case of a Purchasing Lender that is not then a Lender or an affiliate thereof, the Administrative Agent and, so long as no Event of Default has occurred and is continuing, the Borrower), and delivered to the Administrative Agent for its acceptance and recording in the Register; PROVIDED, HOWEVER, that any sale or assignment to an existing Lender shall not require the consent of the Administrative Agent or the Borrower nor shall any such sale or assignment be subject to the minimum assignment amounts specified herein. Upon such execution, delivery, acceptance and recording, from and after the Transfer Effective Date specified in such Commitment Transfer Supplement, (x) the Purchasing Lender thereunder shall be a party hereto and, to the extent provided in such Commitment Transfer Supplement, have the rights and obligations of a Lender hereunder with a Commitment as set forth therein, and (y) the transferor Lender thereunder shall, to the extent provided in such Commitment Transfer Supplement, be released from its obligations under this Agreement (and, in the case of a Commitment Transfer Supplement covering all or the remaining portion of a transferor Lender's rights and obligations under this Agreement, such transferor Lender shall cease to be a party hereto). Such Commitment Transfer Supplement shall be deemed to amend this Agreement to the extent, and only to the extent, necessary to reflect the addition of such Purchasing Lender and the resulting adjustment of Commitment Percentages arising from the purchase by such Purchasing Lender of all or a portion of the rights and obligations of such transferor Lender under this Agreement and the Notes. On or prior to the Transfer Effective Date specified in such Commitment Transfer Supplement, the Borrower, at its own expense, shall execute and deliver to the Administrative Agent in exchange for the Notes delivered to the Administrative Agent pursuant to such Commitment Transfer Supplement new Notes to the order of such Purchasing Lender in an amount equal to the Commitment assumed by it pursuant to such Commitment Transfer Supplement and, unless the transferor Lender has not retained a Commitment hereunder, new Notes to the order of the transferor Lender in an amount equal to the Commitment retained by it hereunder. Such new Notes shall be dated the Closing Date and shall otherwise be in the form of the Notes replaced thereby. The Notes surrendered by the transferor Lender shall be returned by the Administrative Agent to the Borrower marked "canceled".

(d) The Administrative Agent shall maintain at its address referred to in Section 9.2 a copy of each Commitment Transfer Supplement delivered to it and a

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register (the "REGISTER") for the recordation of the names and addresses of the Lenders and the Commitment of, and principal amount of the Loans owing to, each Lender from time to time. The entries in the Register shall be conclusive, in the absence of manifest error, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register as the owner of the Loan recorded therein for all purposes of this Agreement. The Register shall be available for inspection by the Borrower or any Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Upon its receipt of a duly executed Commitment Transfer Supplement, together with payment to the Administrative Agent

by the transferor Lender or the Purchasing Lender, as agreed between them, of a registration and processing fee of \$3,500.00 for each Purchasing Lender listed in such Commitment Transfer Supplement and the Notes subject to such Commitment Transfer Supplement, the Administrative Agent shall (i) accept such Commitment Transfer Supplement, (ii) record the information contained therein in the Register and (iii) give prompt notice of such acceptance and recordation to the Lenders and the Borrower.

(f) The Borrower authorizes each Lender to disclose to any Participant or Purchasing Lender (each, a "TRANSFeree") and any prospective Transferee any and all financial information in such Lender's possession concerning the Borrower and its Affiliates which has been delivered to such Lender by or on behalf of the Borrower pursuant to this Agreement or which has been delivered to such Lender by or on behalf of the Borrower in connection with such Lender's credit evaluation of the Borrower and its Affiliates prior to becoming a party to this Agreement, in each case subject to Section 9.15.

(g) At the time of each assignment pursuant to this Section 9.6 to a Person which is not already a Lender hereunder and which 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 and the Administrative Agent the appropriate Internal Revenue Service Forms (and, if applicable, a 2.18 Certificate) described in Section 2.19.

(h) Nothing herein shall prohibit any Lender from pledging or assigning any of its rights under this Agreement (including, without limitation, any right to payment of principal and interest under any Note) to any Federal Reserve Bank in accordance with applicable laws.

#### SECTION 9.7 ADJUSTMENTS; SET-OFF.

(a) Each Lender agrees that if any Lender (a "BENEFITED LENDER") shall at any time receive any payment of all or part of its Loans, or interest thereon, or receive any collateral in respect thereof (whether voluntarily or involuntarily, by set-off, pursuant to events or proceedings of the nature referred to in Section 7.1(e), or otherwise) in a greater proportion than any such payment to or collateral received by any other Lender, if any, in

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respect of such other Lender's Loans, or interest thereon, such benefited Lender shall purchase for cash from the other Lenders a participating interest in such portion of each such other Lender's Loan, or shall provide such other Lenders with the benefits of any such collateral, or the proceeds thereof, as shall be necessary to cause such benefited Lender to share the excess payment or benefits of such collateral or proceeds ratably with each of the Lenders; PROVIDED, HOWEVER, that if all or any portion of such excess payment or benefits is thereafter recovered from such benefited Lender, such purchase shall be rescinded, and the purchase price and benefits returned, to the extent of such recovery, but without interest. The Borrower agrees that each Lender so purchasing a portion of another Lender's Loans may exercise all rights of payment (including, without limitation, rights of set-off) with respect to such portion as fully as if such Lender were the direct holder of such portion.

(b) In addition to any rights and remedies of the Lenders provided by law (including, without limitation, other rights of set-off), each Lender shall have the right, without prior notice to the Borrower, any such notice being expressly waived by the Borrower to the extent permitted by applicable law, upon the occurrence of any Event of Default, to setoff and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Lender or any branch or agency thereof to or for the credit or the account of the Borrower, or any part thereof in such amounts as such Lender may elect, against and on account of the obligations and liabilities of the Borrower to such Lender hereunder and claims of every nature and description of such Lender against the Borrower, in any currency, whether arising hereunder, under the Notes or under any documents contemplated by or referred to herein or therein, as such Lender may elect, whether or not such Lender has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. The aforesaid right of set-off may be exercised by such Lender against the Borrower or against any trustee in bankruptcy, debtor in possession, assignee for the benefit of creditors, receiver or execution, judgment or attachment creditor of

the Borrower, or against anyone else claiming through or against the Borrower or any such trustee in bankruptcy, debtor in possession, assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, to the extent permitted by law, notwithstanding the fact that such right of set-off shall not have been exercised by such Lender prior to the occurrence of any Event of Default. Each Lender agrees promptly to notify the Borrower and the Administrative Agent after any such set-off and application made by such Lender; PROVIDED, HOWEVER, that the failure to give such notice shall not affect the validity of such set-off and application.

SECTION 9.8 TABLE OF CONTENTS AND SECTION HEADINGS.

The table of contents and the Section and subsection headings herein are intended for convenience only and shall be ignored in construing this Agreement.

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SECTION 9.9 COUNTERPARTS.

This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Administrative Agent.

SECTION 9.10 EFFECTIVENESS.

This Credit Agreement shall become effective on the date on which all of the parties have signed a copy hereof (whether the same or different copies) and shall have delivered the same to the Administrative Agent pursuant to SECTION 9.2 or, in the case of the Lenders, shall have given to the Administrative Agent written, telecopied or telex notice (actually received) at such office that the same has been signed and mailed to it.

SECTION 9.11 SEVERABILITY.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 9.12 INTEGRATION.

This Agreement and the Notes represent the agreement of the Borrower, the Administrative Agent and the Lenders with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by the Administrative Agent, the Borrower or any Lender relative to the subject matter hereof not expressly set forth or referred to herein or in the Notes.

SECTION 9.13 GOVERNING LAW.

This Agreement and the Notes and the rights and obligations of the parties under this Agreement and the Notes shall be governed by, and construed and interpreted in accordance with, the law of the State of North Carolina.

SECTION 9.14 CONSENT TO JURISDICTION AND SERVICE OF PROCESS.

All judicial proceedings brought against the Borrower and/or any other Credit Party with respect to this Agreement, any Note or any of the other Credit Documents may be brought in any state or federal court of competent jurisdiction in the State of North Carolina, and, by execution and delivery of this Agreement, each of the Borrower and the other Credit Parties accepts, for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and irrevocably agrees to be bound by any final judgment rendered thereby in connection with this Agreement from which no appeal has been taken or is

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available. Each of the Borrower and the other Credit Parties irrevocably agrees that all service of process in any such proceedings in any such court may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to it at its address set forth in Section 9.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto, such service being hereby acknowledged by the each of the Borrower and the other Credit Parties to be effective and binding service in every respect. Each of the Borrower, the other Credit Parties, the Administrative Agent and the Lenders irrevocably waives any objection, including, without limitation, any objection to the laying of venue

or based on the grounds of forum non conveniens which it may now or hereafter have to the bringing of any such action or proceeding in any such jurisdiction. Nothing herein shall affect the right to serve process in any other manner permitted by law or shall limit the right of any Lender to bring proceedings against the Borrower or the other Credit Parties in the court of any other jurisdiction.

SECTION 9.15 CONFIDENTIALITY.

The Administrative Agent and each of the Lenders agrees that it will use its best efforts not to disclose without the prior consent of the Borrower (other than to its employees, affiliates, auditors or counsel or to another Lender) any information with respect to the Borrower and its Subsidiaries which is furnished pursuant to this Agreement, any other Credit Document or any documents contemplated by or referred to herein or therein and which is designated by the Borrower to the Lenders in writing as confidential or as to which it is otherwise reasonably clear such information is not public, except that any Lender may disclose any such information (a) as has become generally available to the public other than by a breach of this Section 9.16, (b) as may be required or appropriate in any report, statement or testimony submitted to any municipal, state or federal regulatory body having or claiming to have jurisdiction over such Lender or to the Federal Reserve Board or the Federal Deposit Insurance Corporation or the OCC or the NAIC or similar organizations (whether in the United States or elsewhere) or their successors, (c) as may be required or appropriate in response to any summons or subpoena or any law, order, regulation or ruling applicable to such Lender, (d) to any prospective Participant or assignee in connection with any contemplated transfer pursuant to Section 9.6, PROVIDED that such prospective transferee shall have been made aware of this Section 9.16 and shall have agreed to be bound by its provisions as if it were a party to this Agreement or (e) with the consent of the Borrower (which consent shall not be unreasonably withheld) to GOLD SHEETS and other similar bank trade publications; such information to consist of deal terms and other information regarding the credit facilities evidenced by this Credit Agreement customarily found in such publications.

SECTION 9.16 ACKNOWLEDGMENTS.

The Borrower and the other Credit Parties each hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of each Credit Document;

(b) neither the Administrative Agent nor any Lender has any fiduciary relationship with or duty to the Borrower or any other Credit Party arising out of or in

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connection with this Agreement and the relationship between Administrative Agent and Lenders, on one hand, and the Borrower and the other Credit Parties, on the other hand, in connection herewith is solely that of debtor and creditor; and

(c) no joint venture exists among the Lenders or among the Borrower or the other Credit Parties and the Lenders.

SECTION 9.17 WAIVER AGREEMENT.

Each of the Lenders has reviewed that certain waiver agreement attached as SCHEDULE 9.17 hereto and by its signature below agrees to be bound to the terms contained therein and authorizes the Administrative Agent to execute such waiver agreement on its behalf.

SECTION 9.18 WAIVERS OF JURY TRIAL.

THE BORROWER, THE OTHER CREDIT PARTIES, THE AGENT AND THE LENDERS HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

SECTION 9.19 BINDING EFFECT; TERMINATION OF THIS CREDIT AGREEMENT; TERMINATION OF EXISTING CREDIT AGREEMENT.

(a) This Credit Agreement shall become effective at such time when all of the conditions set forth in Section 4.1 have been satisfied or waived by the Lenders and it shall have been executed by each Credit Party and the Administrative Agent, and the Administrative Agent shall have received copies hereof (telexed or otherwise) which, when taken together, bear the signatures of each Lender, and thereafter this Credit Agreement shall be binding upon and inure to the benefit of each Credit Party, the Administrative Agent and each Lender and their respective successors and assigns.

(b) The term of this Credit Agreement shall be until no Loans, LOC Obligations or any other amounts payable hereunder or under any of the other Credit Documents shall remain outstanding, no Letters of Credit shall be outstanding, all of the Credit Party Obligations have been irrevocably satisfied in full and all of the Commitments hereunder shall have expired or been terminated.

(c) The Credit Parties and the Existing Lenders (including the Issuing Lender) party to the Existing Credit Agreement each hereby agrees that, at such time as the Credit Agreement shall have become effective pursuant to the terms of subsection (a) above, (i) the Existing Credit Agreement automatically shall be deemed amended and restated in its entirety by this Credit Agreement, (ii) the Commitments under the Existing Credit Agreement and as defined therein automatically shall be terminated and replaced with the Commitments hereunder and (iii) all of the promissory notes executed by the Borrower in connection with the Existing Credit Agreement automatically shall be canceled and replaced by the Notes.

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## ARTICLE X

### GUARANTY

#### SECTION 10.1 THE GUARANTY.

In order to induce the Lenders to enter into this Agreement and to extend credit hereunder and in recognition of the direct benefits to be received by the Guarantors from the Extensions of Credit hereunder, each of the Guarantors hereby agrees with the Administrative Agent and the Lenders as follows: the Guarantor hereby unconditionally and irrevocably jointly and severally guarantees as primary obligor and not merely as surety the full and prompt payment when due, whether upon maturity, by acceleration or otherwise, of any and all Credit Party Obligations to the Administrative Agent and the Lenders. If any or all of the Credit Party Obligations of the Borrower to the Administrative Agent and the Lenders becomes due and payable hereunder, each Guarantor unconditionally promises to pay such indebtedness to the Administrative Agent and the Lenders, on order, or demand, together with any and all reasonable expenses which may be incurred by the Administrative Agent or the Lenders in collecting any of the Credit Party Obligations.

Notwithstanding any provision to the contrary contained herein or in any other of the Credit Documents, to the extent the obligations of a Guarantor shall be adjudicated to be invalid or unenforceable for any reason (including, without limitation, because of any applicable state or federal law relating to fraudulent conveyances or transfers) then the obligations of each such Guarantor hereunder shall be limited to the maximum amount that is permissible under applicable law (whether federal or state and including, without limitation, the Bankruptcy Code).

#### SECTION 10.2 BANKRUPTCY.

Additionally, each of the Guarantors unconditionally and irrevocably guarantees jointly and severally the payment of any and all indebtedness of the Borrower to the Lenders whether or not due or payable by the Borrower upon the occurrence of any of the events specified in Section 7.1(e), and unconditionally promises to pay such Credit Party Obligations to the Administrative Agent for the account of the Lenders, or order, on demand, in lawful money of the United States. Each of the Guarantors further agrees that to the extent that the Borrower or a Guarantor shall make a payment or a transfer of an interest in any property to the Administrative Agent or any Lender, which payment or transfer or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, or otherwise is avoided, and/or required to be repaid to the Borrower or a Guarantor, the estate of the Borrower or a Guarantor, a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such avoidance or repayment, the obligation or part thereof intended to be satisfied shall be revived and continued in full force and effect as if said payment had not been made.

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#### SECTION 10.3 NATURE OF LIABILITY.

The liability of each Guarantor hereunder is exclusive and independent of any security for or other guaranty of the indebtedness of the Borrower whether executed by any such Guarantor, any other guarantor or by any other party, and no Guarantor's liability hereunder shall be affected or impaired by (a) any direction as to application of payment by the Borrower or by any other party, or (b) any other continuing or other guaranty, undertaking or maximum liability of a guarantor or of any other party as to the indebtedness of the Borrower, or (c) any payment on or in reduction of any such other guaranty or undertaking, or (d) any dissolution, termination or increase, decrease or change

in personnel by the Borrower, or (e) any payment made to the Administrative Agent or the Lenders on the indebtedness which the Administrative Agent or such Lenders repay the Borrower pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and each of the Guarantors waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

SECTION 10.4 INDEPENDENT OBLIGATION.

The obligations of each Guarantor hereunder are independent of the obligations of any other guarantor or the Borrower, and a separate action or actions may be brought and prosecuted against each Guarantor whether or not action is brought against any other guarantor or the Borrower and whether or not any other Guarantor or the Borrower is joined in any such action or actions.

SECTION 10.5 AUTHORIZATION.

Each of the Guarantors authorizes the Administrative Agent and each Lender without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder, from time to time to (a) renew, compromise, extend, increase, accelerate or otherwise change the time for payment of, or otherwise change the terms of the indebtedness or any part thereof in accordance with this Agreement, including any increase or decrease of the rate of interest thereon, (b) take and hold security from any guarantor or any other party for the payment of this Guaranty or the indebtedness and exchange, enforce waive and release any such security, (c) apply such security and direct the order or manner of sale thereof as the Administrative Agent and the Lenders in their discretion may determine and (d) release or substitute any one or more endorsers, guarantors, the Borrower or other obligors.

SECTION 10.6 RELIANCE.

It is not necessary for the Administrative Agent or the Lenders to inquire into the capacity or powers of the Borrower or the officers, directors, members, partners or agents acting or purporting to act on its behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed hereunder.

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SECTION 10.7 WAIVER.

(a) Each of the Guarantors waives any right (except as shall be required by applicable statute and cannot be waived) to require the Administrative Agent or any Lender to (i) proceed against the Borrower, any other guarantor or any other party, (ii) proceed against or exhaust any security held from the Borrower, any other guarantor or any other party, or (iii) pursue any other remedy in the Administrative Agent's or any Lender's power whatsoever. Each of the Guarantors waives any defense based on or arising out of any defense of the Borrower, any other guarantor or any other party other than payment in full of the indebtedness, including without limitation any defense based on or arising out of the disability of the Borrower, any other guarantor or any other party, or the unenforceability of the indebtedness or any part thereof from any cause, or the cessation from any cause of the liability of the Borrower other than payment in full of the indebtedness. Without limiting the generality of the provisions of this Article X, each of the Guarantors hereby specifically waives the benefits of N.C. Gen. Stat. Section 26-7 through 26-9, inclusive. The Administrative Agent or any of the Lenders may, at their election, foreclose on any security held by the Administrative Agent or a Lender by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable (to the extent such sale is permitted by applicable law), or exercise any other right or remedy the Administrative Agent and any Lender may have against the Borrower or any other party, or any security, without affecting or impairing in any way the liability of any Guarantor hereunder except to the extent the indebtedness has been paid. Each of the Guarantors waives any defense arising out of any such election by the Administrative Agent and each of the Lenders, even though such election operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of the Guarantors against the Borrower or any other party or any security.

(b) Each of the Guarantors waives all presentments, demands for performance, protests and notices, including without limitation notices of nonperformance, notice of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurring of new or additional indebtedness. Each Guarantor assumes all responsibility for being and keeping itself informed of the Borrower's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the indebtedness and the nature, scope and extent of the risks which such

Guarantor assumes and incurs hereunder, and agrees that neither the Administrative Agent nor any Lender shall have any duty to advise such Guarantor of information known to it regarding such circumstances or risks.

(c) Each of the Guarantors hereby agrees it will not exercise any rights of subrogation which it may at any time otherwise have as a result of this Guaranty (whether contractual, under Section 509 of the U.S. Bankruptcy Code, or otherwise) to the claims of the Lenders against the Borrower or any other guarantor of the indebtedness of the Borrower owing to the Lenders (collectively, the "OTHER PARTIES") and all contractual, statutory or common law rights of reimbursement, contribution or indemnity from any Other Party which it may at any time otherwise have as a result of this Guaranty until such time as the Loans hereunder shall have been paid and the Commitments have been

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terminated. Each of the Guarantors hereby further agrees not to exercise any right to enforce any other remedy which the Administrative Agent and the Lenders now have or may hereafter have against any Other Party, any endorser or any other guarantor of all or any part of the indebtedness of the Borrower and any benefit of, and any right to participate in, any security or collateral given to or for the benefit of the Lenders to secure payment of the indebtedness of the Borrower until such time as the Loans hereunder shall have been paid and the Commitments have been terminated.

#### SECTION 10.8 LIMITATION ON ENFORCEMENT.

The Lenders agree that this Guaranty may be enforced only by the action of the Administrative Agent acting upon the instructions of the Required Lenders and that no Lender shall have any right individually to seek to enforce or to enforce this Guaranty, it being understood and agreed that such rights and remedies may be exercised by the Administrative Agent for the benefit of the Lenders under the terms of this Agreement. The Lenders further agree that this Guaranty may not be enforced against any director, officer, employee or stockholder of the Guarantors.

#### SECTION 10.9 CONFIRMATION OF PAYMENT.

The Administrative Agent and the Lenders will, upon request after payment of the indebtedness and obligations which are the subject of this Guaranty and termination of the Commitments relating thereto, confirm to the Borrower, the Guarantors or any other Person that the such indebtedness and obligations have been paid and the Commitments relating thereto terminated, subject to the provisions of Section 10.2.

#### SECTION 10.10 CALIFORNIA WAIVERS.

Without limiting the generality of the foregoing, each Guarantor waives all rights and defenses that such Guarantor may have because the Credit Party obligations are secured by real property. This means, among other things: (1) the administrative agent or the lenders may collect from such Guarantor without first foreclosing on any real or personal property collateral pledged by the Borrower or any other Credit Party; (2) if the administrative agent or the lenders foreclose on any real property collateral pledged by the Borrower or any other Credit Party: (A) the amount of the obligations may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; (B) the administrative agent or the lenders may collect from such Guarantor even if the administrative agent or the Lenders, by foreclosing on the real property collateral, have destroyed any right such Guarantor may have to collect from the Borrower or any other Credit Party. This is an unconditional and irrevocable waiver of any rights and defenses such Guarantor may have because the Credit Party obligations are secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure (the "CCP").

In addition, each Guarantor waives all rights and defenses arising out of an election of remedies by the Administrative Agent or the Lenders, even though that election of remedies,

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such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed such Guarantor's rights by the operation of Section 580d of the CPC or otherwise.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by its proper and duly authorized officers as of the day and year first above written.

<TABLE>

<S> BORROWER:	<C> TTM TECHNOLOGIES, INC., a Washington corporation  By: /s/ Stacey Peterson ----- Title: CFO
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GUARANTORS:	POWER CIRCUITS, INC., a California corporation  By: /s/ Stacey Peterson ----- Title: CFO
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<S> AGENT AND LENDERS:	<C> FIRST UNION NATIONAL BANK, as Administrative Agent and as a Lender  By: /s/ Jorge A. Gonzalez ----- Title: Senior Vice President
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<S>	<C> FLEET NATIONAL BANK, as Syndication Agent and as a Lender  By: /s/ John B. Desmond ----- Title: Vice President
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<S>	<C> SUNTRUST BANK, as Documentation Agent and as a Lender  By: /s/ Laura P. Carrigan ----- Title: Vice President
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<S>	<C> GENERAL ELECTRIC CAPITAL CORPORATION as a Lender  By: /s/ Thomas S. Beck ----- Title: Duly Authorized Signatory
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FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT (this "AMENDMENT"), dated as of October 13, 2000, is by and among TTM TECHNOLOGIES, INC., a Washington corporation (the "BORROWER"), each of those Domestic Subsidiaries of the Borrower identified as a "Guarantor" on the signature pages hereto (the "GUARANTORS"), the lenders identified on the signature pages hereto (collectively, the "LENDERS"; and individually, a "LENDER"), and FIRST UNION NATIONAL BANK, a national banking association, as administrative agent for the Lenders (in such capacity, the "ADMINISTRATIVE AGENT"). Capitalized terms used herein which are not defined herein and which are defined in the Existing Credit Agreement (defined below) shall have the same meanings as therein defined.

W I T N E S S E T H

WHEREAS, the Borrower, the Guarantors, the Lenders and the Agents entered into that certain Amended and Restated Credit Agreement dated as of September 29, 2000, as amended, supplemented or otherwise modified from time to time (the "EXISTING CREDIT AGREEMENT");

WHEREAS, the Borrower has requested certain amendments to the Existing Credit Agreement and the parties to the Existing Credit Agreement have agreed to amend the Existing Credit Agreement as provided herein; and

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

PART I  
DEFINITIONS

SUBPART 1.1 CERTAIN DEFINITIONS. Unless otherwise defined herein or the context otherwise requires, the following terms used in this Amendment, including its preamble and recitals, have the following meanings:

"AMENDED CREDIT AGREEMENT" means the Existing Credit Agreement as amended hereby.

"AMENDMENT NO. 1 EFFECTIVE DATE" is defined in SUBPART 3.1.

SUBPART 1.2 OTHER DEFINITIONS. Unless otherwise defined herein or the context otherwise requires, terms used in this Amendment, including its preamble and recitals, have the meanings provided in the Amended Credit Agreement.

PART II  
AMENDMENTS TO EXISTING CREDIT AGREEMENT

SUBPART 2.1 AMENDMENT TO SECTION 5.1(c). Section 5.1(c) of the Existing Credit Agreement is hereby deleted in its entirety.

PART III  
CONDITIONS TO EFFECTIVENESS

SUBPART 3.1 AMENDMENT NO. 1 EFFECTIVE DATE. This Amendment shall be and become effective as of the date hereof (the "AMENDMENT NO. 1 EFFECTIVE DATE") when all of the conditions set forth in this PART III shall have been satisfied, and thereafter this Amendment shall be known, and may be referred to, as "AMENDMENT NO. 1".

SUBPART 3.2 EXECUTION OF COUNTERPARTS OF AMENDMENT. The Administrative Agent shall have received counterparts (or other evidence of execution, including telephonic message, satisfactory to the Administrative Agent) of this Amendment, which collectively shall have been duly executed on behalf of each of the Borrower, the Lenders and the Agents.

SUBPART 3.3 OTHER ITEMS. The Administrative Agent shall have received such other documents, agreements or information which may be reasonably requested by the Administrative Agent.

PART IV  
MISCELLANEOUS

SUBPART 4.1 REPRESENTATIONS AND WARRANTIES. The Borrower hereby represents and warrants to the Administrative Agent and the Lenders that, after giving effect to this Amendment, (a) no Default or Event of Default exists under the Credit Agreement or any of the other Credit Documents and (b) the representations and warranties set forth in Article III of the Existing Credit Agreement are, subject to the limitations set forth therein, true and correct in all material respects as of the date hereof (except for those which expressly relate to an earlier date).

SUBPART 4.2 REAFFIRMATION OF CREDIT PARTY OBLIGATIONS. Each Credit Party hereby ratifies the Credit Agreement and acknowledges and reaffirms (a) that it is bound by all terms of the Credit Agreement applicable to it and (b) that it is responsible for the observance and full performance of its respective Credit Party Obligations.

SUBPART 4.3 CROSS-REFERENCES. References in this Amendment to any Part or Subpart are, unless otherwise specified, to such Part or Subpart of this Amendment.

SUBPART 4.4 INSTRUMENT PURSUANT TO EXISTING CREDIT AGREEMENT. This Amendment is a Credit Document executed pursuant to the Existing Credit Agreement and shall (unless otherwise

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expressly indicated therein) be construed, administered and applied in accordance with the terms and provisions of the Existing Credit Agreement.

SUBPART 4.5 REFERENCES IN OTHER CREDIT DOCUMENTS. At such time as this Amendment shall become effective pursuant to the terms of SUBPART 3.1, all references in the Credit Documents to the "Credit Agreement" shall be deemed to refer to the Credit Agreement as amended by this Amendment.

SUBPART 4.6 COUNTERPARTS/TELECOPY. This Amendment may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of executed counterparts of the Amendment by telecopy shall be effective as an original and shall constitute a representation that an original shall be delivered.

SUBPART 4.7 GOVERNING LAW. THIS AMENDMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NORTH CAROLINA.

SUBPART 4.8 SUCCESSORS AND ASSIGNS. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF the Borrower, the Guarantors, the Lenders and the Agents have caused this Amendment to be duly executed on the date first above written.

BORROWER: TTM TECHNOLOGIES, INC.,  
- ----- a Washington corporation

By: /s/ Stacey Peterson  
-----  
Title: CFO

GUARANTORS: POWER CIRCUITS, INC.,  
- ----- a California corporation

By: /s/ Stacey Peterson  
-----  
Title: CFO

AGENT AND LENDERS: FIRST UNION NATIONAL BANK,  
as Administrative Agent and as a Lender

By: /s/ David Sharp  
-----  
Title: Vice President

GENERAL ELECTRIC CAPITAL CORPORATION,  
as a Lender

/s/ Thomas S. Beck  
-----  
Title: Its Duly Authorized Signatory

SUNTRUST BANK,  
as a Lender

By: /s/ Laura P. Carrigan  
-----  
Title: Vice President

FLEET NATIONAL BANK,  
as a Lender

By: /s/ ILLEGIBLE  
-----  
Title: ILLEGIBLE

AMENDED, RESTATED AND CONSOLIDATED  
MANAGEMENT AND CONSULTING AGREEMENT

TC MANAGEMENT, L.L.C.  
TC MANAGEMENT IV, L.L.C.  
BROCKWAY MORAN & PARTNERS MANAGEMENT, L.P.

SEPTEMBER 19, 2000

TTM Technologies, Inc.  
17550 N.E. 67th Court  
Redmond, WA 98052

RE: MANAGEMENT AND FINANCIAL ADVISORY SERVICES

Gentlemen:

This letter will confirm the agreement among TC Management, L.L.C., a Delaware limited liability company ("TC"), TC Management IV, L.L.C., a Delaware limited liability company ("TC IV", and, together with TC, "Thayer"), Brockway Moran & Partners Management L.P., a Delaware limited partnership, ("Brockway Moran" and together with Thayer, the "Consultants") and TTM Technologies, Inc., a Washington corporation (the "Company"), pursuant to which the Consultants will render to the Company certain management and consulting services in connection with corporate development activities and the operation and conduct of the Company's business. Consultants shall commence providing these services as of the date of this letter agreement (this "Agreement"). Consultants and the Company shall agree on the specific type and extent of services to be provided pursuant to this Agreement.

MANAGEMENT AND CONSULTING SERVICES

1. As consideration for the management and consulting services to be provided to it by the Consultants, the Company shall pay the Consultants a quarterly fee (the "Management Fee") of \$150,000 payable on the first business day of each calendar quarter. Such quarterly fee shall be paid 60% to Thayer and 40% to Brockway Moran. Fees for future services shall be prorated for any partial calendar quarter during which the Consultants perform services hereunder. Upon the completion of future acquisitions of printed circuit board companies, the Board of Directors of the Company will determine an appropriate increase in the Management Fee based upon the size, complexity and condition of the acquired businesses.

2. Upon consummation of the Company's initial public offering (the "Closing Date"), the Company shall as soon as practicable pay the Consultants all accrued and outstanding Management Fees and related expenses payable under Section 1 of this Agreement. Upon payment of such Management Fees and related expenses, Section 1 of this Agreement shall be terminated and shall be of no further force and effect and the parties hereto shall have no further rights or obligations thereunder. As of the Closing Date, the parties shall release and discharge one other and their respective successors and assigns of and from all manner of

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actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, claims and demands whatsoever, in law or in equity (collectively "Claims"), which the releasing and discharging party or any successor or assign of such party ever had, now has or hereafter can, shall or may have against the other party hereto or its successors or assigns for, upon or by reason of any matter, cause or thing whatsoever relating to or arising out of Section 1 of this Agreement.

3. As consideration for the Consultants agreeing to terminate Section 1 of this Agreement in accordance with Section 2 and forego future Management Fees to have been provided to the Consultants by the Company, the Company shall pay the Consultants an additional fee of \$1,500,000 in the aggregate, payable upon the Closing Date. Such fee shall be paid 60% to Thayer and 40% to Brockway Moran.

FINANCIAL ADVISORY SERVICES

4. In addition to the management and consulting services referenced above, the Consultants shall provide financial advisory services in connection with potential acquisitions by the Company and any transactions relating to the refinancing, public or private offering or sale of all or any part of the Company's assets or capital stock to any persons, in each case whether by way of merger, consolidation, reorganization, recapitalization, offering, partnership, joint venture or otherwise (collectively,

"Transactions"). In connection with any Transaction, the Company shall pay to the Consultants a Transaction fee (the "Transaction Fee") in the amount not to exceed (a) 1.5% of the first \$50 million of the proceeds of sale (in case of a sale of assets or stock) or the value of the Transaction (as customarily determined) plus (b) 1.0% of the amount, if any, by which the proceeds of sale or the value of the Transaction exceeds \$50 million, PROVIDED, HOWEVER, that in the event the Transaction is the Company's initial public offering, the Transaction Fee shall be an amount not to exceed to 2.0% of the aggregate proceeds from such initial public offering. Any Transaction Fee shall be paid 60% to Thayer and 40% to Brockway Moran. Notwithstanding the foregoing, the Company shall have no obligation to pay the Consultants a Transaction Fee if, immediately prior to the consummation of the Transaction, the Consultants and their affiliates, on a combined basis, hold less than 25% percent of the total outstanding voting capital stock of the Company.

5. The Consultants shall also be entitled to receive (or be reimbursed for) their reasonable out-of-pocket expenses incurred in connection with services performed hereunder, upon submission of appropriate receipts and documentation in support thereof.

6. The doing of any act or the failure to do any act by any Consultant or any of its officers, directors, employees, partners, members or affiliates, or any person who controls any of the foregoing, the effect of which may or does cause or result in loss or damage to the Company or its affiliates, shall not subject such Consultant, or any of such persons or entities, to any liability to the Company, its affiliates or any of their respective officers, directors, shareholders, employees or affiliates, or to any other person whatsoever, except to the extent such loss or damage is found in a final, nonappealable judgment by a court of competent jurisdiction to have resulted from the willful misconduct of such Consultant.

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7. In addition to its agreements and obligations under this Agreement, the Company agrees to indemnify and hold harmless each Consultant and its affiliates (including its and their respective officers, directors, stockholders, partners, members, employees, affiliates and agents) (each indemnitee is referred to herein as an "Indemnified Person") from and against any and all claims, liabilities, losses and damages (or actions in respect thereof), in any way related to or arising out of the performance by such Indemnified Person of services under this Agreement, and to reimburse each Indemnified Person for reasonable legal and other expenses incurred by it in connection with or relating to investigating, preparing to defend, or defending any actions, claims or other proceedings (including any investigation or inquiry) arising in any manner out of or in connection with such Indemnified Person's performance or non-performance under this Agreement (whether or not such Indemnified Person is a named party in such proceedings); PROVIDED, HOWEVER, that the Company shall not be responsible under this paragraph for any claims, liabilities, losses, damages or expenses to the extent that they are finally judicially determined to result from actions taken by such Indemnified Person that constitute willful misconduct.

8. The Consultants shall perform the services described herein until the Consultants deliver a written letter of resignation signed by each Consultant to the Company, which the Consultants may do in their sole discretion, at any time, and for any reason or no reason.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, successors and assigns. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the state of Washington applicable to agreements made and entirely to be performed within such jurisdiction.

10. This Agreement constitutes the entire agreement between the parties hereto and supercedes all other agreements, understandings, representations and warranties between the parties with respect to the subject matter hereof and thereof.

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If the foregoing is acceptable to you, please sign this letter in the space provided below and return it to the undersigned.

<TABLE>

<S>

<C>

Very truly yours,

TC MANAGEMENT, L.L.C.

By: /s/ JEFFREY W. GOETTMAN

-----

Name: Jeffrey W. Goettman  
Title: Authorized Representative

TC MANAGEMENT IV, L.L.C.

By: /s/ JEFFREY W. GOETTMAN  
-----

Name: Jeffrey W. Goettman  
Title: Authorized Representative

BROCKWAY MORAN & PARTNERS MANAGEMENT, L.P.

By: BROCKWAY MORAN & PARTNERS, INC.,  
its general partner

By: /s/ MICHAEL E. MORAN  
-----

Name: Michael E. Moran  
Title: Vice President

ACCEPTED AND AGREED TO:

TTM TECHNOLOGIES, INC.

By: /s/ KENTON K. ALDER  
-----

Name: Kenton K. Alder  
Title: Chief Executive Officer  
</TABLE>

TTM TECHNOLOGIES, INC.  
2000 EQUITY COMPENSATION PLAN

1. PURPOSES. The purposes of the TTM Technologies, Inc. 2000 EQUITY COMPENSATION PLAN (the "PLAN") are to advance the interests of the Company and its stockholders by attracting, motivating and retaining officers, employees and consultants and to reward officers, employees and consultants for contributing to the success of the Company and the creation of stockholder value. The Plan permits the Committee to make Awards which constitute "qualified performance-based compensation" for purposes of Section 162(m) of the Code.

2. DEFINITIONS AND RULES OF CONSTRUCTION.

(a) DEFINITIONS. For purposes of the Plan, the following capitalized words shall have the meanings set forth below:

"ADMINISTRATOR" means the individual or individuals to whom the Committee delegates authority under the Plan in accordance with Section 3(d).

"AWARD" means a Stock Award, Restricted Stock Unit, Option, SAR, Dividend Equivalent, Other Award, Performance Award or any combination of the foregoing.

"AWARD DOCUMENT" means an agreement, certificate, grant letter or other type or form of document or documentation approved by the Committee which sets forth the terms and conditions of an Award. An Award Document may be in written, electronic or other media, may be limited to a notation on the books and records of the Company and, unless the Committee requires otherwise, need not be signed by a representative of the Company or a Participant.

"BENEFICIARY" means the person designated in writing by the Participant to exercise or to receive an Award or payments or other amounts in respect thereof in the event of the Participant's death or, if no such person has been designated in writing by the Participant prior to the date of death, the Participant's estate. No Beneficiary designation under the Plan shall be effective unless it is in writing and is received by the Company prior to the date of death of the applicable Participant.

"BOARD" means the Board of Directors of the Company.

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"CODE" means the Internal Revenue Code of 1986, as amended from time to time, and the rulings and regulations (including any proposed regulations) promulgated thereunder.

"COMMITTEE" means the Compensation Committee of the Board, or such other committee of the Board as may be designated from time to time by the Board to administer the Plan.

"COMMON STOCK" means the common stock, no par value, of the Company.

"COMPANIES" means the Company and each Subsidiary.

"COMPANY" means TTM Technologies, Inc, a Delaware corporation.

"DEFERRED COMPENSATION ACCOUNT" means the account established on the books and records of the Company to record the amount of deferred compensation payable under the Plan to a Participant.

"DIVIDEND EQUIVALENT" means a right granted in accordance with Section 12 to receive a payment in cash, shares of Common Stock or other property equal in value to the dividends declared and paid on a specified number of shares of Common Stock. A Dividend Equivalent may constitute a free-standing Award or may be granted in connection with another type of Award.

"EFFECTIVE DATE" means September 1, 2000.

"ELIGIBLE INDIVIDUAL" means an individual described in Section 4(a) who is eligible for Awards under the Plan.

"EXCHANGE ACT" means the Securities Exchange Act of 1934, as amended from time to time, and the rulings and regulations promulgated thereunder.



"FAIR MARKET VALUE" means, with respect to a share of Common Stock, the fair market value thereof as of the relevant date of determination, as determined in accordance with a valuation methodology approved by the Committee. In the absence of any alternative valuation methodology approved by the Committee, the Fair Market Value of a share of Common Stock shall be (i) if the Stock is admitted to quotation on the National Association of Securities Dealers Automated Quotation System ("NASDAQ"), the average of the highest bid and lowest asked prices of the Stock as reported for such date or, if no bid and asked prices were reported for such date, for the last day preceding such date for which such prices were reported, or (ii) if the Stock is admitted to trading on a United States securities exchange or the NASDAQ National Market System, the closing

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price reported for the Stock on such exchange or system for such date or, if no sales were reported for such date, for the last day preceding such date for which a sale was reported. Notwithstanding the foregoing, the Fair Market Value of the Stock on the effective date of the Initial Public Offering shall be the offering price to the public of the Stock on such date.

"GAAP" means U.S. Generally Accepted Accounting Principles.

"INCENTIVE STOCK OPTION" means an Option which is an "incentive stock option" within the meaning of Section 422 of the Code and designated by the Committee as an Incentive Stock Option in an Award Document.

"NONQUALIFIED STOCK OPTION" means any Option which is not an Incentive Stock Option.

"OPTION" means an Option granted under Section 9 of the Plan, including an Incentive Stock Option and a Nonqualified Stock Option.

"OTHER AWARD" means an Award granted under the Plan in accordance with Section 13.

"PARTICIPANT" means an Eligible Individual who has been granted an Award under the Plan.

"PERFORMANCE AWARD" means the right of a Participant to receive a specified amount following the completion of a Performance Period based upon performance in respect of one or more of the Performance Goals applicable to such period.

"PERFORMANCE GOAL" means any of the following: earnings per share, net income, net operating income, pretax profits, pretax operating income, revenue growth, return on sales, return on equity, return on assets managed, return on investment, increase in the Fair Market Value of a share of Common Stock, total return to stockholders, cash flow, or economic value added. A Performance Goal may be measured over a Performance Period on a periodic, annual, cumulative or average basis and may be established on a corporate-wide basis or established with respect to one or more operating units, divisions, Subsidiaries, acquired businesses, minority investments, partnerships or joint ventures. To the extent that there is a change in GAAP during a Performance Period, the Committee may calculate any Performance Goal with or without regard to such change.

"PERFORMANCE PERIOD" means a period of time designated by the Committee over which one or more Performance Goals are measured.

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"PERFORMANCE UNIT" means an Award granted pursuant to Section 11.

"RESTORATION OPTION" means an Option that is awarded upon the exercise of an Option earlier awarded under the Plan or any other plan of the Company (an "UNDERLYING OPTION") for which the exercise price is paid in whole or in part by tendering shares of Common Stock previously owned by the Participant, where such Restoration Option (i) covers a number of shares of Common Stock no greater than the number of previously owned shares tendered in payment of the exercise price of the Underlying Option plus the number of shares withheld to pay taxes arising upon such exercise, (ii) the expiration date of the Restoration Option is no later than the expiration date of the Underlying Option and (iii) the exercise price per share of the Restoration Option is no less than the Fair Market Value per share of Common Stock on the date of exercise of the Underlying Option.

"RESTRICTED SHARES" means shares of Common Stock subject to a Stock Award that have not vested or remain subject to forfeiture, transfer or other restrictions in accordance with Section 7 and the applicable Award Document.

"RESTRICTED STOCK UNIT" means a restricted stock unit award granted in accordance with Section 8.

"SAR" means a stock appreciation right or limited stock appreciation right granted in accordance with Section 10.

"STOCK AWARD" means a grant of shares of Common Stock in accordance with Section 7.

"SUBSIDIARY" means (i) a corporation or other entity with respect to which the Company, directly or indirectly, has the power, whether through the ownership of voting securities, by contract or otherwise, to elect at least a majority of the members of such corporation's board of directors or analogous governing body, or (ii) any other corporation or other entity in which the Company, directly or indirectly, has an equity or similar interest and which the Committee designates as a Subsidiary for purposes of the Plan. For purposes of determining eligibility for the grant of Incentive Stock Options under the Plan, the term "Subsidiary" shall be defined in the manner required by Section 424(f) of the Code.

"SUBSTITUTE AWARD" means an Award granted upon assumption of, or in substitution for, outstanding awards previously granted by a company or other entity in connection with a corporate transaction, such as a merger, combination, consolidation or acquisition of property or stock.

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"TARGET" means the target performance objective set by the Committee for a Performance Goal.

"TARGET PAYMENT" means the amount payable to a Participant for a Performance Period upon the achievement of one of more Targets set by the Committee for that period.

(b) RULES OF CONSTRUCTION. The masculine pronoun shall be deemed to include the feminine pronoun and the singular form of a word shall be deemed to include the plural form, unless the context requires otherwise. Unless the text indicates otherwise, references to sections are to sections of the Plan.

### 3. ADMINISTRATION.

(a) POWER AND AUTHORITY OF THE COMMITTEE. The Plan shall be administered by the Committee, which shall have full power and authority, subject to the express provisions hereof:

(i) to select Participants from the Eligible Individuals;

(ii) to make Awards in accordance with the Plan;

(iii) to determine the number of shares of Common Stock subject to each Award or the cash amount payable in connection with an Award;

(iv) to determine the terms and conditions of each Award, including, without limitation, those related to vesting, forfeiture, payment and exercisability, and the effect, if any, of a Participant's termination of employment with the Company, and including the authority to amend the terms and conditions of an Award after the granting thereof to a Participant in a manner that is not, without the consent of the Participant, prejudicial to the rights of such Participant in such Award;

(v) to specify and approve the provisions of the Award Documents delivered to Participants in connection with their Awards;

(vi) to construe and interpret any Award Document delivered under the Plan;

(vii) to prescribe, amend and rescind rules and procedures relating to the Plan;

(viii) subject to the provisions of the Plan and subject to such additional limitations and restrictions as the Committee may impose, to delegate to one or more officers of the Company some or all of its authority under the Plan;

(ix) to employ such legal counsel, independent auditors and consultants as it deems desirable for the administration of the Plan and to rely upon any opinion or computation received therefrom; and

(x) to make all other determinations and to formulate such procedures as may be necessary or advisable for the administration of the Plan.

(b) PLAN CONSTRUCTION AND INTERPRETATION. The Committee shall have full power and authority, subject to the express provisions hereof, to construe and interpret the Plan.

(c) DETERMINATIONS OF COMMITTEE FINAL AND BINDING. All determinations by the Committee in carrying out and administering the Plan and in construing and interpreting the Plan shall be final, binding and conclusive for all purposes and upon all interested persons.

(d) DELEGATION OF AUTHORITY. The Committee may, but need not, from time to time delegate some or all of its authority under the Plan to an Administrator consisting of one or more officers of the Company, one or more members of the Committee or one or more members of the Board; provided, however, that the Committee may not delegate its responsibility (i) to make Awards to individuals who are subject to Section 16 of the Exchange Act, (ii) to make Awards under Section 14 which are intended to constitute "qualified performance-based compensation" under Section 162(m) of the Code or (iii) to amend or terminate the Plan in accordance with Section 20. Any delegation hereunder shall be subject to the restrictions and limits that the Committee specifies at the time of such delegation or thereafter. Nothing in the Plan shall be construed as obligating the Committee to delegate authority to an Administrator, and the Committee may at any time rescind the authority delegated to an Administrator appointed hereunder or appoint a new Administrator. At all times, the Administrator appointed under this Section 3(d) shall serve in such capacity at the pleasure of the Committee. Any action undertaken by the Administrator in accordance with the Committee's delegation of authority shall have the same force and effect as if undertaken directly by the Committee, and any reference in the Plan to the Committee shall, to the extent consistent with the terms and limitations of such delegation, be deemed to include a reference to the Administrator.

(e) RELIANCE AND INDEMNIFICATION. The Committee shall be entitled to rely in good faith upon any report or other information furnished to it by any officer or employee of the Companies or from the financial, accounting, legal or other advisers of any of the Companies. Each member of the Committee, each Administrator and each other person acting at the direction of or on behalf of the Committee shall not be liable for any action, omission or determination made in good faith by him or by any other member of the Committee or any other such individual in connection with the Plan, except for his own willful misconduct or as expressly provided by statute, and, to the extent permitted by law and the bylaws of the Company, shall be

fully indemnified and protected by the Company with respect to such determination, act or omission.

#### 4. PARTICIPATION.

(a) ELIGIBLE INDIVIDUALS. Awards may be granted by the Committee to (i) officers and employees of one of the Companies (or a division or operating unit thereof), (ii) key consultants or advisers to any of the Companies, or (iii) any individual who has accepted an offer of employment with any of the Companies as an officer or employee. Members of the Committee will not be eligible to receive Awards under the Plan. An individual's status as an Administrator will not affect his or her eligibility to participate in the Plan.

(b) AWARDS TO PARTICIPANTS. The Committee shall have no obligation to grant any Eligible Individual an Award or to designate an Eligible Individual as a Participant for a Performance Period solely by reason of such Eligible Individual having received a prior Award or having been designated as a Participant for any prior Performance Period. The Committee may grant more than one Award to a Participant at the same time or may designate an Eligible Individual as a Participant in Performance Periods that begin on the same date or that cover overlapping periods of time.

#### 5. COMMON STOCK SUBJECT TO THE PLAN.

(a) PLAN LIMIT. The number of shares of Common Stock that is reserved for issuance under the Plan (the "PLAN LIMIT") shall be:

(i) 2,000,000; and

(ii) an annual increase to be added as of the

first day of the Company's fiscal year for each of the years 2001, 2002, 2003 and 2004 commencing on January 1, 2001 equal to (i) the lesser of (a) 1% of the outstanding shares of Common Stock as of the close of business on the last day of the immediately preceding fiscal year and (b) 400,000 shares of Common Stock, or (ii) a lesser amount determined by the Board of Directors of the Company (the "BOARD"), provided that any shares from any such increase that are not issued shall be added to the aggregate number of shares available for issuance under the Plan.

Such shares of Common Stock may be newly issued shares of Common Stock, treasury shares or any combination thereof.

(b) RULES APPLICABLE TO DETERMINING SHARES AVAILABLE FOR ISSUANCE. For purposes of determining the number of shares of Common Stock that remain available for issuance, the following shares shall be added back to the Plan Limit and again be available for Awards:

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(i) The number of shares tendered to pay the exercise price of an Option or other Award or to satisfy a Participant's tax withholding obligations; and

(ii) The number of shares withheld from any Award to satisfy a Participant's tax withholding obligations or, if applicable, to pay the exercise price of an Option or other form of Award.

In addition, any shares issued in connection with Substitute Awards shall not be counted against the Plan Limit and shall not be subject to Section 5(d).

(c) RESERVE. In administering the Plan, the Committee may establish reserves against the Plan Limit for amounts payable in settlement of Awards or in settlement of Deferred Compensation Accounts. The Committee may also promulgate additional rules and procedures for calculating the portion of the Plan Limit available for Awards. This Section 5 shall be applied and construed by the Committee so that no share of Common Stock is counted more than once for purposes of any debit or credit to the Plan Limit.

(d) SPECIAL LIMITS. Anything to the contrary in Section 5(a) notwithstanding, but subject to Section 18(b), the following special limits shall apply to shares of Common Stock available for Awards under the Plan:

(i) The maximum number of shares that may be issued in the form of Stock Awards, or issued upon settlement of Restricted Stock Units, SARs, Performance Units or Other Awards, shall not exceed 2,000,000 shares; PROVIDED, HOWEVER, that any such Stock Awards, Restricted Stock Units, SARs, Performance Units or Other Awards that are issued in lieu of cash compensation that otherwise would be paid to a Participant, or in satisfaction of any other obligation owed by the Company to a Participant, shall not be counted against such limitation; and

(ii) The maximum number of shares of Common Stock that may be subject to Options or free-standing SARs granted to any Eligible Individual in any calendar year shall equal 2,000,000 shares, plus any shares which were available under this Section 5(d)(ii) for Awards of Options or free-standing SARs to such Eligible Individual in any prior calendar year but which were not covered by such Awards.

(iii) In no event will the number of shares of Common Stock issued in connection with the grant of Incentive Stock Options exceed the Plan Limit, as in effect on the Effective Date.

## 6. AWARDS IN GENERAL.

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(a) TYPES OF AWARDS. Awards under the Plan may consist of Stock Awards, Restricted Stock Units, Options, SARs, Performance Units, Dividend Equivalents, Other Awards, Performance Awards or any combination of the foregoing. Any Award may be granted singly or in combination or tandem with any other Award, as the Committee may determine. Awards may be made in combination with or as alternatives to grants or rights under any other compensation or benefit plan of the Companies, including the plan of any acquired entity.

(b) TERMS SET FORTH IN AWARD DOCUMENT. The terms and provisions of each Award shall be set forth in an Award Document approved by the Committee and delivered or made available to the Participant as soon as practicable following the date of the Award. The vesting, exercisability, payment and other restrictions applicable to an Award (which may include, without limitation, restrictions on transferability or provision for mandatory resale to the Company) shall be determined by the Committee and set forth in the applicable Award Document.

7. STOCK AWARDS.

(a) FORM OF AWARD. The Committee is authorized to grant shares of Common Stock to an Eligible Individual as a Stock Award for no consideration other than the provision of services or at a purchase price determined by the Committee. Stock Awards may be granted in lieu of other compensation or benefits payable to a Participant or in settlement of previously granted Awards. Shares of Common Stock granted pursuant to this Section 7 shall be subject to such restrictions on transfer or other incidents of ownership for such periods of time, and shall be subject to such conditions of vesting, as the Committee may determine and as shall be set forth in the Award Document. If shares of Common Stock are offered for sale under the Plan, the purchase price shall be payable in cash, or, in the sole discretion of the Committee or as set forth in the applicable Award Document, in shares of Common Stock already owned by the Participant, for other consideration acceptable to the Committee or in any combination of cash, shares of Common Stock or such other consideration.

(b) SHARE CERTIFICATES; RIGHTS AND PRIVILEGES. At the time Restricted Shares are granted or sold to a Participant, share certificates representing the appropriate number of Restricted Shares shall be registered in the name of the Participant but shall be held by the Company in custody for the account of such person. The certificates shall bear a legend restricting their transferability as provided herein. Except for such restrictions on transfer or other incidents of ownership as may be determined by the Committee and set forth in the Award Document relating to an award or sale of Restricted Shares, a Participant shall have the rights of a stockholder as to such Restricted Shares, including the right to receive dividends and the right to vote in accordance with applicable law.

(c) DISTRIBUTIONS. Unless the Committee determines otherwise at or after the time of grant, any shares of Common Stock or other securities of the Company received by a

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Participant to whom Restricted Shares have been granted or sold as a result of a non-cash distribution to holders of Common Stock or as a stock dividend on Common Stock shall be subject to the same terms, conditions and restrictions as such Restricted Shares.

8. RESTRICTED STOCK UNITS. The Committee is authorized to grant Restricted Stock Units to Eligible Individuals. Each Restricted Stock Unit shall represent the right to receive, one share of Common Stock subject to the terms and conditions established by the Committee in connection with the Award and set forth in the applicable Award Document. Upon satisfaction of the conditions to vesting and payment specified in the applicable Award Document, Restricted Stock Units will be payable, at the discretion of the Committee, in Common Stock, in cash or other property with a value equal to the Fair Market Value of a share of Common Stock on the date of settlement of the Restricted Stock Unit. Restricted Stock Units shall be subject to such vesting, payment and settlement terms and restrictions as the Committee shall impose. Restricted Stock Units may be granted in lieu of other compensation or benefits payable to a Participant or in settlement of previously granted Awards.

9. STOCK OPTIONS.

(a) FORM OF AWARD. The Committee is authorized to grant Options to Eligible Individuals. An Option shall entitle a Participant to purchase a specified number of shares of Common Stock during a specified time at an exercise price determined in accordance with Section 9(b) below. The Committee will fix the vesting and exercisability conditions applicable to all Options which shall be set forth in the Award Document. An Option shall be effective for such term as shall be determined by the Committee and set forth in the Award Document relating to such Option, and the Committee may extend the term of an Option after the time of grant; provided, however, that the term of an Option may in no event extend beyond the tenth anniversary of the date of grant of such Option. The Committee may also provide at or after the time of grant that a Participant shall have the right to receive a Restoration Option upon the exercise through the tendering of shares of Common Stock of an Option or an option granted under another plan of the Company.

(b) EXERCISE PRICE. The exercise price per share of Common Stock purchasable under a Option shall be fixed by the Committee at the time of grant or, alternatively, shall be determined by a method specified by the Committee at the time of grant.

(c) METHOD OF EXERCISE. Subject to the provisions of the applicable Award Document, the exercise price of an Option may be paid in cash or shares that have been held at least six months by the relevant Participant or a combination thereof and, if the applicable Award Document explicitly so provides, in whole or in part through the withholding of shares subject to the Stock Option with a value equal to the exercise price. The Committee may also establish procedures pursuant to which an Option may be exercised through a

"cashless exercise" procedure involving a broker or dealer approved by the Committee, that affords Participants the

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opportunity to sell immediately some or all of the shares underlying the exercised portion of the Option in order to generate sufficient cash to pay the Option exercise price and/or to satisfy withholding tax obligations related to the Option.

(d) INCENTIVE STOCK OPTIONS. Each Option granted pursuant to the Plan shall be designated at the time of grant as either an Incentive Stock Option or as a Nonqualified Stock Option. No Option granted to a non-employee may be an Incentive Stock Option. No Incentive Stock Option may be issued pursuant to the Plan to any individual who, at the time the Option is granted, owns stock possessing more than 10% of the total combined voting power of all classes of stock of the Company or any of its Subsidiaries, unless (i) the exercise price determined as of the date of grant is at least 110% of the Fair Market Value on the date of grant of the shares of Common Stock subject to such Option, and (ii) the Incentive Stock Option is not exercisable more than five years from the date of grant thereof. No Incentive Stock Option may be granted under the Plan after the tenth anniversary of the Effective Date.

10. STOCK APPRECIATION RIGHTS.

(a) FORM OF AWARD. The Committee is authorized to grant SARs to Eligible Individuals. An SAR shall entitle a Participant to receive, upon exercise, (i) an amount in cash equal to the excess, if any, of the Fair Market Value on the exercise date of the number of shares of Common Stock for which the stock appreciation right is exercised, over the Fair Market Value of such number of shares on the date of grant (or, in the case of an SAR granted in tandem with an Option, the aggregate exercise price which the Participant would otherwise have been required to pay under the terms of the Option in order to purchase such shares), (ii) a number of shares of Common Stock having an aggregate Fair Market Value, as of the date of exercise, equal to the amount determined as in the preceding clause (i), or (iii) a combination of cash and shares having an aggregate value equal to the amount determined as in the preceding clause (i). An SAR may be granted on a free-standing basis or in tandem with another Award. Notwithstanding the foregoing, the exercise price of an SAR that is a Substitute Award may be less than the Fair Market Value of a share of Common Stock on the date of grant.

(b) EXERCISABILITY. The Committee shall determine at or after the time of grant whether payments in respect of an SAR shall be in cash, shares of Common Stock or a combination thereof. An SAR shall be exercisable at the time or times established by the Committee at or after the time of grant.

(c) TANDEM SARs. If an SAR is granted in tandem with an Option, the SAR shall not be exercisable prior to or later than the time the related Option could be exercised. An SAR granted in tandem with an Option may be granted either at the same time as such Option or subsequent thereto. If granted in tandem with an Option, an SAR shall cover the same number of shares of Common Stock as covered by the Option (or such lesser number of shares as the Committee may determine) and shall be exercisable only at such time or times and to the extent

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the related Option shall be exercisable, and shall have the same term and exercise price as the related Option (which, in the case of an SAR granted after the grant of the related Option, may be less than the Fair Market Value per share on the date of grant of the tandem SAR). Upon exercise of an SAR granted in tandem with an Option, the related Option shall be canceled automatically to the extent of the number of shares covered by such exercise; conversely, if the related Option is exercised as to some or all of the shares covered by the tandem grant, the tandem SAR shall be canceled automatically to the extent of the number of shares covered by the Option exercise.

11. PERFORMANCE UNITS. The Committee is authorized to grant Performance Units to Eligible Individuals. Performance Units may be granted as fixed or variable share- or dollar-denominated units subject to such conditions of vesting and time of payment as the Committee may determine and as shall be set forth in the applicable Award Document relating to such Performance Units. Performance Units may be paid in cash, Common Stock, Awards, other property or any combination thereof, as the Committee may determine at or after the time of grant.

12. DIVIDEND EQUIVALENTS. The Committee is authorized to grant Dividend Equivalents to a Participant, entitling the Participant to receive cash, Common Stock, Awards or other property equal in value to the dividends paid in respect of a specified number of shares of Common Stock. Dividend Equivalents may be awarded on a free-standing basis or in connection

with another Award. The Committee may provide that Dividend Equivalents will be paid or distributed when accrued or will be deemed reinvested in additional shares of Common Stock, Awards, or other investment vehicles as the Committee may specify. Dividend Equivalents may be subject to the same terms and conditions as any Award granted in connection therewith or to such other terms and conditions as the Committee specifies in connection with the granting of the Dividend Equivalents.

13. OTHER AWARDS. The Committee is authorized to grant Other Awards in addition to the Awards as described in Sections 6 through 12 pursuant to which cash, Common Stock or other securities of the Company, other property or any combination thereof is, or in the future may be, acquired by a Participant. Other Awards may be valued in whole or in part with reference to, or otherwise based upon or related to one or more Performance Goals, the value of a share of Common Stock or the value of other securities of the Company, including preferred stock, debentures, notes, convertible or exchangeable debt securities, rights or warrants, the value of any asset or property of the Company or such other criteria as the Committee shall specify. Other Awards may consist solely of cash bonuses or supplemental cash payments to a Participant, including without limitation, payments to permit the Participant to pay some or all of the tax liability incurred in connection with the vesting, exercise, payment or settlement of an Award. Other Awards may be granted in lieu of other compensation or benefits payable to a Participant or in settlement of previously granted Awards.

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14. PERFORMANCE AWARDS.

(a) FORM OF AWARD. Subject to the further provisions of this Section 14, the Committee is authorized to grant Performance Awards under this Section 14 which shall provide for Target Payments to Participants for a Performance Period upon the achievement of the Target or Targets established by the Committee for such Performance Period. Target Payments may be made in cash, Common Stock, Awards, other property or any combination thereof. The provisions of this Section 14 shall be construed and administered by the Committee in a manner which complies with the requirements under Section 162(m) of the Code applicable to "qualified performance-based compensation."

(b) PERFORMANCE GOALS AND TARGETS. The Performance Goals and Targets applicable to a Performance Period shall be established by the Committee prior to, or reasonably promptly following the inception of, a Performance Period but, to the extent required by Section 162(m) of the Code and the regulations thereunder, by no later than the earlier of the date that is ninety days after the commencement of the Performance Period or the day prior to the date on which twenty-five percent of the Performance Period has elapsed. At the time that the Committee specifies the Performance Goals and Targets applicable to a Performance Period, the Committee shall also specify (i) the Target Payment payable for the Performance Period if the applicable Target or Targets are achieved, (ii) the amount, if any, payable in excess of the Target Payment if actual performance exceeds the Target or Targets and (iii) the amount by which the Target Payment will be reduced if actual performance is less than the Target or Targets established for the Performance Period. The Committee may also establish the minimum level of performance on one or more Performance Goals for a Performance Period below which no amounts will be payable for the Performance Period.

(c) ADDITIONAL PROVISIONS APPLICABLE TO PERFORMANCE PERIODS. More than one Performance Goal may apply to a given Performance Period and the payment in connection with a Performance Award for a given Performance Period may be made based upon (i) the attainment of the performance Targets for only one Performance Goal or for any one of the Performance Goals applicable to that Performance Period or (ii) performance related to two or more Performance Goals, whether assessed individually or in combination with each other. The Committee may, in connection with the establishment of Performance Goals and Targets for a Performance Period, establish a matrix setting forth the relationship between performance on two or more Performance Goals and the amount of the Award payable for that Performance Period.

(d) DURATION OF THE PERFORMANCE PERIOD. The Committee shall establish the duration of each Performance Period at the time that it sets the Performance Goals and Targets applicable to that period. The Committee shall be authorized to permit overlapping or consecutive Performance Periods.

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(e) CERTIFICATION. Following the completion of each Performance Period, the Committee shall certify, in accordance with the requirements in the regulations under Section 162(m) of the Code, whether the criteria for paying amounts in respect of each Performance Award related to that Performance Period have been achieved. Unless the Committee determines otherwise, no amounts payable in respect of Performance Awards shall be paid for a Performance Period until the Performance Period has ended and the Committee

has certified the amount of the Awards payable for the Performance Period in accordance with Section 162(m) of the Code.

(f) DISCRETION. The Committee is authorized at any time during or after a Performance Period to reduce or eliminate the amount payable in respect of a Performance Award to any Participant, for any reason, including, without limitation, (i) in recognition of unusual or nonrecurring events affecting the Company, any Subsidiary, or any business division or unit or the financial statements of the Company or any Subsidiary, or in response to changes in applicable laws, regulations, or accounting principles, (ii) to take into account a change in the position or duties of a Participant during the Performance Period or a change in the Participant's employment status during the Performance Period or (iii) to take into account subjective or objective performance factors not otherwise set forth in the Plan or applicable Award Documents.

(g) TIMING OF PAYMENT. Subject to Section 14(e), the amounts, if any, payable in respect of Performance Awards for a Performance Period will generally be paid within ninety days following the end of the applicable Performance.

(h) MAXIMUM AMOUNT PAYABLE PER PARTICIPANT UNDER THIS SECTION 14. The maximum aggregate value of the cash and other property in settlement of a Performance Award (prior to adjustment in accordance with Section 14(i)) payable per Participant for any Performance Period of twelve months may not exceed \$5,000,000 (the "Performance Dollar Limit"). If a Performance Period is greater than or less than twelve months, the applicable Performance Dollar Limit, as the case may be, shall be determined by multiplying the applicable twelve-month limit by a fraction, the numerator of which is the number of whole and partial months in the Performance Period and the denominator of which is twelve.

(i) PAYMENT OF PERFORMANCE AWARDS IN SHARES OF COMMON STOCK. In the event that the Company settles a Performance Award through the payment of Common Stock that is subject to either forfeiture or transfer restrictions, the Company may apply a reasonable discount to the then Fair Market Value of the stock in determining the number of shares issued in settlement of such portion of the award; provided, however, that the amount of the discount applied to the Fair Market Value of a share of Common Stock may not exceed twenty-five percent.

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15. VESTING; FORFEITURE; TERMINATION OF EMPLOYMENT AND CHANGE IN CONTROL. The Committee shall specify at or after the time of grant of an Award the vesting, forfeiture and other conditions applicable to the Award and the provisions governing the disposition of an Award in the event of a Participant's termination of employment with the Companies. In connection with a Participant's termination of employment, the Committee may, but is not required to, vary the vesting, exercisability and settlement provisions of an Award relative to the circumstances resulting in such termination of employment. The Committee shall have the discretion to accelerate the vesting or exercisability of, eliminate the restrictions and conditions applicable to, or extend the post-termination exercise period of an outstanding Award. Similarly, the Committee shall have full authority to determine the effect, if any, of a change in control of the Company or an underwritten initial public offering of the Company's Common Stock on the vesting, exercisability, payment or lapse of restrictions applicable to an Award, which effect may be specified in the applicable Award Document or determined at a subsequent time.

16. ACCELERATION AND DEFERRAL.

(a) ACCELERATION. The Committee may accelerate the payment or settlement of an Award and may apply a reasonable discount to the amount delivered to the Participant to reflect such accelerated payment or settlement. If the Committee accelerates the payment or settlement of a Performance Award, the amount of the discount applied to such accelerated payment or settlement shall meet the requirements of the regulations under Section 162(m) of the Code.

(b) DEFERRAL. In accordance with rules and procedures established by the Committee, the Committee (i) may permit a Participant at or after the time of grant to defer receipt of payment or settlement of some or all of an Award to one or more dates elected by the Participant, subsequent to the date on which such Award is payable or otherwise to be settled, or (ii) may require at or after the time of grant that the portion of an Award in excess of an amount specified by the Committee be mandatorily deferred until one or more dates specified by the Committee. Amounts deferred in accordance with the preceding sentence shall be noted in a bookkeeping account maintained by the Company for this purpose and may periodically be credited with notional interest or earnings in accordance with procedures established by the Committee from time to time. Deferred amounts shall be paid in cash, Common Stock or other property, as determined by the Committee at or after the time of deferral, on the date or dates elected by the Participant or, in the case of amounts which are



mandatorily deferred, on the date or dates specified by the Committee.

17. GENERAL PROVISIONS.

(a) NON-TRANSFERABILITY OF AWARD. Unless the Committee determines otherwise, no Award or amount payable under, or interest in, the Plan shall be transferable by a

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Participant except by will or the laws of descent and distribution or as required by law, or otherwise be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge; PROVIDED, HOWEVER, that the Committee may, in its discretion and subject to such terms and conditions as it shall specify, permit the transfer of an Award for no consideration to a Participant's family members or to one or more trusts or partnerships established in whole or in part for the benefit of one or more of such family members (collectively, "Permitted Transferees"); and provided further that this sentence shall not preclude a Participant from designating a Beneficiary to receive the Participant's outstanding Award following the death of the Participant. Any Award transferred to a Permitted Transferee shall be further transferable only by will or the laws of descent and distribution or, for no consideration, to another Permitted Transferee of the Participant. The Committee, may in its discretion, permit transfers of Awards other than those contemplated by this Section 17(a). During the lifetime of the Participant, an Option, SAR or similar-type Other Award shall be exercisable only by the Participant or by a Permitted Transferee to whom such Option, SAR or Other Award has been transferred in accordance with this Section 17(a).

(b) RIGHTS WITH RESPECT TO SHARES. A Participant shall have no rights as a stockholder with respect to shares of Common Stock covered by an Award until the date the Participant or his nominee becomes the holder of record of such shares, and, except as provided in Section 12, no adjustments shall be made for cash dividends or other distributions or other rights as to which there is a record date preceding the date such person becomes the holder of record of such shares.

(c) NO RIGHT TO CONTINUED EMPLOYMENT. No Eligible Individual or Participant shall have any claim or right to receive grants of Awards under the Plan. Nothing in the Plan or in any Award or Award Document shall confer upon any employee of the Company any right to continued employment with the Company or interfere in any way with the right of the Company to terminate the employment of any of its employees at any time, with or without cause.

(d) CONSENT TO PLAN. By accepting any Award or other benefit under the Plan, each Participant and each person claiming under or through him shall be conclusively deemed to have indicated his acceptance and ratification of, and consent to, any action taken under the Plan by the Company, the Board or the Committee.

(e) WAGE AND TAX WITHHOLDING. The Company or any Subsidiary is authorized to withhold from any Award or any compensation or other payment to a Participant amounts of withholding and other taxes due in connection with any Award, and to take such other action as the Committee may deem necessary or advisable to enable the Company and the Participants to satisfy obligations for the payment of withholding taxes and other tax obligations relating to any Award. This authority shall include authority for the Company to withhold or receive Common Stock or other property and to make cash payments in respect thereof in

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satisfaction of a Participant's tax obligations, either on a mandatory or elective basis in the discretion of the Committee.

(f) COMPLIANCE WITH SECURITIES LAWS. An Award may not be exercised, and no shares of Common Stock may be issued in connection with an Award, unless the issuance of such shares has been registered under the Securities Act of 1933, as amended, and qualified under applicable state "blue sky" laws, or the Company has determined that an exemption from registration and from qualification under such state "blue sky" laws is available.

(g) AWARDS TO INDIVIDUALS SUBJECT TO NON-U.S. JURISDICTIONS. To the extent that Awards under the Plan are awarded to individuals who are domiciled or resident outside of the United States or to persons who are domiciled or resident in the United States but who are subject to the tax laws of a jurisdiction outside of the United States, the Committee may adjust the terms of the Awards granted hereunder to such person (i) to comply with the laws of such jurisdiction and (ii) to permit the grant of the Award not to be a taxable event to the Participant. The authority granted under the previous sentence shall include the discretion for the Committee to adopt, on behalf of the Company, one or more sub-plans applicable to separate classes

of Eligible Individuals who are subject to the laws of jurisdictions outside of the United States.

(h) UNFUNDED PLAN. The Plan is intended to constitute an "unfunded" plan for incentive compensation. Nothing contained in the Plan (or in any Award Documents or other documentation related thereto) shall give any Participant any rights that are greater than those of a general creditor of the Company; provided, however, that the Committee may authorize the creation of trusts and deposit therein cash, shares of Common Stock, or other property or make other arrangements, to meet the Company's obligations under the Plan. Such trusts or other arrangements shall be consistent with the "unfunded" status of the Plan unless the Committee determines otherwise. The trustee of such trusts may be authorized to dispose of trust assets and reinvest the proceeds in alternative investments, subject to such terms and conditions as the Committee may specify.

(i) OTHER EMPLOYEE BENEFIT PLANS. Payments received by a Participant under any Award made pursuant to the Plan shall not be included in, nor have any effect on, the determination of benefits under any other employee benefit plan or similar arrangement provided by the Company, unless otherwise specifically provided for under the terms of such plan or arrangement or by the Committee.

(j) COMPLIANCE WITH RULE 16b-3. Notwithstanding anything contained in the Plan or in any Award Document to the contrary, if the consummation of any transaction under the Plan would result in the possible imposition of liability on a Participant pursuant to Section 16(b) of the Exchange Act, the Committee shall have the right, in its sole discretion, but shall not be obligated, to defer such transaction or the effectiveness of such action to the extent necessary to avoid such liability, but in no event for a period longer than six months.

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(k) EXPENSES. The costs and expenses of administering and implementing the Plan shall be borne by the Company.

(l) APPLICATION OF FUNDS. The proceeds received by the Company from the sale of Common Stock or other securities pursuant to Award will be used for general corporate purposes.

(m) AWARD DOCUMENT. In the event of any conflict or inconsistency between the Plan and any Award Document, the Plan shall govern, and the Award Document shall be interpreted to minimize or eliminate any such conflict or inconsistency.

#### 18. RECAPITALIZATION OR REORGANIZATION.

(a) AUTHORITY OF THE COMPANY AND STOCKHOLDERS. The existence of the Plan, the Award Documents and the Awards granted hereunder shall not affect or restrict in any way the right or power of the Company or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of stock or of options, warrants or rights to purchase stock or of bonds, debentures, preferred or prior preference stocks whose rights are superior to or affect the Common Stock or the rights thereof or which are convertible into or exchangeable for Common Stock, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

(b) CHANGE IN CAPITALIZATION. Notwithstanding any provision of the Plan or any Award Document, the number and kind of shares authorized for issuance under Section 5(a), including the maximum number of shares available under the special limits provided for in Section 5(d), may be equitably adjusted in the sole discretion of the Committee in the event of a stock split, stock dividend, recapitalization, reorganization, merger, consolidation, extraordinary dividend, split-up, spin-off, combination, exchange of shares, warrants or rights offering to purchase Common Stock at a price substantially below Fair Market Value or other similar corporate event affecting the Common Stock in order to preserve, but not increase, the benefits or potential benefits intended to be made available under the Plan. In addition, upon the occurrence of any of the foregoing events, the number of outstanding Awards and the number and kind of shares subject to any outstanding Award and the purchase price per share, if any, under any outstanding Award may be equitably adjusted (including by payment of cash to a Participant) in the sole discretion of the Committee in order to preserve the benefits or potential benefits intended to be made available to Participants granted Awards. Such adjustments shall be made by the Committee, whose determination as to what adjustments shall be made, and the extent thereof, shall be final. Unless otherwise determined by the Committee, such adjusted Awards shall be subject to the same vesting schedule and restrictions to which the underlying

Award is subject. Notwithstanding the foregoing, in the event of a stock split or reverse stock split, the appropriate proportional adjustment to the Plan Limit, any other limits hereunder, and the number of shares of Common Stock and purchase price per share with respect to any outstanding Awards shall automatically be effected without the necessity of any action by the Committee or the Board.

19. EFFECTIVE DATE. The Plan shall become effective on the Effective Date, subject to subsequent approval thereof by the Company's stockholders at the first annual meeting of stockholders to occur after the Effective Date, and shall remain in effect until it has been terminated pursuant to Section 20. If the Plan is not approved by the stockholders at such annual meeting, the Plan and all interests in the Plan awarded to Participants before the date of such annual meeting shall be void ab initio and of no further force and effect. Section 14 of the Plan and the definition of "Performance Goal" shall be submitted to the Company's stockholders at the first stockholder meeting that occurs in the fifth year following the year in which the Plan was last approved by stockholders (or any earlier meeting designated by the Board), in accordance with the requirements of Section 162(m) of the Code and the regulations thereunder. If stockholder approval of the Plan is not obtained at any such meeting, then no further Performance Awards shall be made under Section 14 after the date of such annual meeting, but the remainder of the Plan shall continue in effect until terminated in accordance with Section 20.

20. AMENDMENT AND TERMINATION. Notwithstanding anything herein to the contrary, the Board or the Committee may, at any time, terminate or, from time to time, amend, modify or suspend the Plan; provided, however, that no amendment which (i) increases the Plan Limit or increases limits set forth in Section 5(d) (except as otherwise contemplated by the terms of the Plan as approved by stockholders), (ii) allows for grants of Options (other than Substitute Awards) at an exercise price less than Fair Market Value at the time of grant or (iii) amends the last sentence of Section 6 in a manner that would permit a reduction in the exercise price of Options (or options granted under another plan of the Companies), under circumstances other than those stated in such sentence, shall be effective without stockholder approval.

21. GOVERNING LAW. The validity, construction and effect of the Plan, any rules and regulations relating to the Plan, and any Award shall be determined in accordance with the laws of the State of Washington applicable to contracts to be performed entirely within such state and without giving effect to principles of conflicts of laws.

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