

UNCOMMITTED REVOLVING CREDIT AGREEMENT

Dated as of August 12 2011 (this "Agreement")

Between:

CG Holdings USA Inc. a corporation organized under the laws of the State of Delaware ("CG Holdings");

CG Power Systems USA Inc., a corporation organized under the laws of the State of Delaware ("CG Power Systems");

CG Power Solutions USA Inc., a corporation organized under the laws of the State of New York ("CG Power Solutions");

CG Automation Systems USA Inc., a corporation organized under the laws of the State of Delaware ("CG Automation Systems" and, together with CG Holdings, CG Power Systems and CG Power Solutions, each a "Borrower" and collectively, the "Borrowers");

and

HSBC BANK USA, NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America (as further defined in Section 1.01 below, the "Bank").

At the request of the Borrowers, the Bank has established as of the date hereof an uncommitted line of credit with respect to the Borrowers, terminable by the Bank at will and without notice. Upon further request from time to time of a Borrower, the Bank may in its sole discretion extend credit to such Borrower under such line of credit, callable by the Bank on demand. In that connection, the Borrowers and the Bank agree that any such credit provided for by this Agreement will, if extended, be subject to the terms and conditions hereof.

Accordingly, the parties hereto hereby agree as follows:

Section 1. Definitions.

1.01. Certain Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Adjusted LIBO Rate" means, for any LIBOR Loan, an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to (a) the LIBO Rate multiplied by (b) the Statutory Reserve Rate.

"Agreement" has the meaning ascribed thereto in the introduction hereto.

"Bank" has the meaning ascribed thereto in the introduction hereto, and shall include each Bank Affiliate which has made a Loan pursuant to Section 2 with respect to each such Loan made by such Bank Affiliate.

"Bank Affiliate" means an affiliate of the Bank.

"Bank Related Party" means the respective directors, officers, employees, agents and advisors of the Bank and Bank Affiliates.

"Bankruptcy Event" means the occurrence of one or more of the following:

(a) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of a Credit Party or any of its Subsidiaries or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for a Credit Party or any of its Subsidiaries or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for a period of 60 or more days or an order or decree approving or ordering any of the foregoing shall be entered; or

(b) a Credit Party or any of its Subsidiaries shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (a) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for a Credit Party or any of its Subsidiaries or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing.

"Borrowing Request" means a written request by a Borrower for a Loan in accordance with Section 2.03.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed, provided that, for purposes of a borrowing of, a payment or prepayment of principal of or interest on, or determining the Adjusted LIBO Rate for, a LIBOR Loan, or a notice by a Borrower with respect to any such borrowing, payment or prepayment, such day shall not be a Business Day if dealings in United States Dollar deposits are not carried out in the London interbank market on such day.

"Cash Collateralization Event" means any of the events listed in Exhibit B to this Agreement.

"Change in Law" means (a) the adoption of any law, rule or regulation after the date of this Agreement, (b) any change in any law, rule or regulation or in the interpretation or application thereof by any governmental authority after the date of this Agreement or (c) compliance by the Bank (or, for purposes of Section 8.05(b), by any lending office of the Bank or by the Bank's holding company, if any) with any request, guideline or directive (whether or not having the force of law) of any governmental authority made or issued after the date of this Agreement. For purposes of this Agreement, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, guidelines or directives in connection therewith are deemed to have gone into effect and adopted after the date of this Agreement.

"Credit Documents" means, collectively, this Agreement and the Letter of Credit Documents.

"Credit Extension" means the making of any Loan, or the issuance, amendment, renewal or extension of any Letter of Credit hereunder.

"Credit Party" means any one of the Guarantor or a Borrower.

#### Uncommitted Revolving Credit Agreement

"Debt" means, with respect to any Person, without duplication, (a) its liabilities for borrowed money; (b) its liabilities for the deferred purchase price of property acquired by such Person (excluding accounts payable arising in the ordinary course of business but including, without limitation, all liabilities created or arising under any conditional sale or other title retention agreement with respect to any such property); (c) its obligations with respect to capital leases; (d) all liabilities for borrowed money secured by any lien with respect to any property owned by such Person (whether or not it has assumed or otherwise become liable for such liabilities); (e) net obligations of such Person under any swap or derivative contract and (f) any guaranty of such Person with respect to liabilities of a type described in any of clauses (a) through (e) hereof. Debt of any Person shall include all obligations of such Person of the character described in clauses (a) through (f) to the extent such Person remains legally liable in respect thereof notwithstanding that any such obligation is deemed to be extinguished under GAAP. For the avoidance of doubt "Debt" shall not be deemed to include (x) obligations of CG Power Systems that certain Master Lease Agreement Number 19486-90000 by and between Bank of America Leasing & Capital, LLC and CG Power Systems dated December 17, 2008, as may have been amended and/or modified prior to the date hereof, (y) any surety bonds issued on behalf of any Borrower, provided such bonds do not exceed a total aggregate value of one million dollars (\$1,000,000.00) for all Borrowers collectively, and (z) any performance or other corporate guarantees provided by any Borrower in connection with a contract for the provision of services and/or equipment by that or any other Borrower.

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

"Guarantee" means the guarantee dated 24 May, 2011 made by the Guarantor in favor of the Bank.

"Guarantor" means CG International BV Holdings, a corporation incorporated under the laws of The Netherlands.

"Interest Period" means (a) (i) with respect to each LIBOR Loan initially, the period commencing on the borrowing date for such Loan and ending on the date that is one, two or three months thereafter, as a Borrower may select by notice provided under Section 2.03(b)(i)(D) and (ii) thereafter, the period commencing on the last day of the preceding Interest Period and ending on the date that is one, two or three months thereafter, as such Borrower may select by notice provided under Section 2.03(b)(ii)(D); provided that (i) if any such period would otherwise commence before and end after the Termination Date, such period shall end on the Termination Date; (ii) if any such period would otherwise end on a day which is not a Business Day, such period shall be extended to the next succeeding Business Day unless such day falls into the next calendar month, in which event such period shall end on the immediately preceding Business Day; and (iii) any such period which begins on the last Business Day of a calendar month (or a day on which there is no numerically corresponding day in the appropriate subsequent calendar month) shall end on the last Business Day of the appropriate subsequent calendar month.

"LC Exposure" means, at any time, the sum of (a) the aggregate undrawn amount of all outstanding Letters of Credit at such time plus (b) the aggregate amount of all LC Disbursements that have not yet been reimbursed by or on behalf of a Borrower at such time.

"LC Disbursement" means a payment made by the Bank in respect of a Letter of Credit.

"Letter of Credit Documents" means, with respect to any Letter of Credit, collectively, any application therefor and any other agreements, instruments, guarantees or other documents (whether general in application or applicable only to such Letter of Credit) governing or providing for (a) the rights and obligations of the parties concerned or at risk with respect to such

Letter of Credit or (b) any collateral security for any of such obligations, each as the same may be modified and supplemented and in effect from time to time.

"LIBO Rate" means, for any LIBOR Loan, the rate appearing on Reuters "LIBOR01" screen displaying British Bankers' Association Interest Settlement Rates (or on any successor or substitute page of such Reuters screen providing rate quotations comparable to those currently provided on such page of such Reuters screen, as determined by the Bank from time to time for purposes of providing quotations of interest rates applicable to United States Dollar deposits in the London interbank market) at approximately 11:00 a.m., London time, two Business Days prior to the making of such Loan, as the rate for the offering of United States Dollar deposits with a maturity comparable to the Interest Period of such LIBOR Loan. In the event that such rate is not available at such time for any reason, then the LIBO Rate for such LIBOR Loan shall be the rate at which United States Dollar deposits of USD\$5,000,000, and for a maturity comparable to the Interest Period of such LIBOR Loan, are offered by the principal London office of the Bank (or a Bank Affiliate with an office in London) in immediately available funds in the London interbank market at approximately 11:00 a.m., London time, two Business Days prior to the making of such Loan.

"LIBOR", when used in reference to any Loan, refers to whether such Loan is bearing interest at a rate determined by reference to the Adjusted LIBO Rate.

"Lien" means, with respect to any asset, (a) any mortgage, deed of trust, lien, pledge, hypothecation, encumbrance, charge or security interest in, on or of such asset, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such asset and (c) in the case of investments, any purchase option, call or similar right of a third party with respect to such investments.

"Loan" means a loan or any other advance of funds denominated in United States Dollars made at any time by the Bank or a Bank Affiliate to a Borrower which is expressly made under this Agreement.

"Material Adverse Effect" means a material adverse effect on (a) the business, assets, liabilities, operations, prospects or condition, financial or otherwise, of a Borrower and its Subsidiaries taken as a whole, (b) the ability of a Borrower to perform any of its obligations under the Credit Documents or (c) the rights of or benefits available to the Bank under the Credit Documents.

"Net Proceeds" means, with respect to the disposition of any renewable power project, the aggregate amount of all cash payments and the fair market value of any non-cash consideration received by CG Holdings and its Subsidiaries directly or indirectly in connection therewith, net of the amount of any commissions, fees and other expenses incurred in connection therewith and any Federal, state or local taxes estimated to be payable by CG Holdings and its Subsidiaries as a result of such disposition.

"Payment Date" means (a) with respect to any Prime Rate Loan, each Quarterly Date, and (b) with respect to any LIBOR Loan, the last day of each Interest Period for such Loan.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity.

"Prime Rate" means the per annum rate of interest publicly announced from time to time by the Bank as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as

being effective. When used in reference to any Loan, refers to whether such Loan is bearing interest at a rate determined by reference to the Prime Rate.

"Quarterly Dates" means the last Business Day of March, June, September and December in each year, commencing with the first such day after the date hereof.

"Statutory Reserve Rate" means, for any LIBOR Loan, a fraction (expressed as a decimal), the numerator of which is the number one and the denominator of which is the number one minus the arithmetic mean, taken over each day such Loan is to be outstanding, of the aggregate of the maximum reserve percentages (including any marginal, special, emergency or supplemental reserves) expressed as a decimal established by the Board of Governors of the Federal Reserve System of the United States of America (for purposes of this definition, the "Board") to which the Bank is subject for eurocurrency funding (currently referred to as "Eurocurrency liabilities" in Regulation D of the Board). Such reserve percentages shall include those imposed pursuant to such Regulation D. LIBOR Loans shall be deemed to constitute eurocurrency funding and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to the Bank under such Regulation D or any comparable regulation. The Statutory Reserve Rate shall be adjusted automatically on and as of the effective date of any change in any reserve percentage.

"Subsidiary" means, with respect to any Person (the "parent") at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent. Unless otherwise specified, "Subsidiary" means a Subsidiary of a Borrower.

"Termination Date" means the earlier of (a) the "Termination Date" specified in Schedule I (or, if no date is specified, the date one year after the date hereof) and (b) the date that the credit facility provided by this Agreement is terminated by the Bank or the Borrowers pursuant to Section 2.01 or 2.02, respectively, provided that the Bank may at any time extend the "Termination Date" specified in Schedule I to such later date as shall be determined by the Bank in its sole discretion.

"Type", when used in reference to any Loan, refers to whether the rate of interest on such Loan is determined by reference to the Adjusted LIBO Rate or the Prime Rate.

"United States Dollars" or "USD" refers to lawful money of the United States of America.

1.02. Terms Generally. The foregoing definitions shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set



forth herein or therein), (b) references to any law, constitution, statute, treaty, regulation, rule or ordinance (each a "law") refer to that law as amended from time to time and include any successor law, (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (d) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof and (e) all references herein to Sections, Schedules and Exhibits shall be construed to refer to Sections of, and Schedules and Exhibits to, this Agreement.

## Section 2. Loan Facility.

2.01. Uncommitted Loan Facility. At the request of the Borrowers, the Bank has established as of the date hereof an uncommitted line of credit with respect to the Borrowers, which shall be governed by this Agreement and be in a principal amount at any one time outstanding, as to any Borrower of up to the "Facility Amount" or "Sublimit Amount", as applicable, as set forth opposite such Borrower's name in Schedule L. Each extension of credit or other financial accommodation to a Borrower hereunder, if any, shall at all times be at the sole discretion of the Bank. The Bank shall be entitled to terminate, for any reason or no reason, at any time, without notice to the Borrowers, the credit facility provided under this Agreement. No provision of this Agreement or otherwise is intended to constitute, and no provision hereof shall be construed as, a commitment, obligation or other undertaking of the Bank to make any loan or advance to a Borrower or otherwise extend credit or provide a financial accommodation to a Borrower.

2.02. Voluntary Facility Termination by Company. A Borrower in its discretion may terminate or reduce the amount of the credit facility provided under this Agreement, at any time upon not less than three Business Days' prior written notice delivered to the Bank. Any and all of the obligations of the Borrowers under this Agreement outstanding at the time of any termination or reduction shall survive and remain in full force and effect until such obligations are paid in full and shall survive thereafter to the extent provided in Section 8.07.

## 2.03. Loans.

(a) Terms Generally. Each Loan to be made at any time by the Bank shall be a Prime Rate Loan or a LIBOR Loan, in each case as a Borrower may request in accordance herewith. The Bank at its option may make any LIBOR Loan by causing any domestic or foreign branch or Bank Affiliate to make such Loan; provided that (a) each such Bank Affiliate shall be entitled to the rights of the Bank hereunder with respect to each Loan made by such Bank Affiliate and (b) any exercise of such option shall not affect the obligation of the relevant Borrower to repay such Loan in accordance with the terms of this Agreement.

(b) Requests for Loans.

(i) Notice by Company; Minimum Amounts. To request a Loan, a Borrower shall notify the Bank of such request (A) in the case of a LIBOR Loan, not later than 12:00 p.m., New York City time, two Business Days before the date of the proposed Loan or (B) in the case of a Prime Rate Loan, not later than 2:00 p.m., New York City time, on the Business Day of the proposed Loan. Each Prime Rate Loan shall be in an amount that is an integral multiple of \$100,000.00 and not less than \$1,000,000.00. Each LIBOR Loan shall be in an amount that is an integral multiple of \$1,000,000.00 and not less than \$5,000,000.00.

(ii) Content of Borrowing Requests. Each Borrowing Request (which shall be in the form of Exhibit A) shall specify the following information in compliance with this Section 2.03:

- (A) the amount of the requested Loan;
- (B) the date of such Loan, which shall be a Business Day;
- (C) whether such Loan is to be a Prime Rate Loan or a LIBOR Loan;
- (D) in the case of a LIBOR Loan, the requested Interest Period for such Loan, which shall be a period contemplated by the definition of the term "Interest Period"; and
- (E) the location and number of the relevant Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.04.

(iii) Failure to Elect. If no election as to the Type of a Loan is specified, then the requested Loan shall be a Prime Rate Loan. If no Interest Period is specified with respect to any requested LIBOR Loan, then the requested Loan shall be made instead as a Prime Rate Loan.

2.04. Funding of Loans. Any Loan to be made by the Bank to a Borrower hereunder shall be made available by crediting the amount of such Loan, in immediately available funds by 5:00 p.m., New York City time, to an account of such Borrower maintained with the Bank in New York City and designated by such Borrower in the applicable Borrowing Request.

2.05. Repayment of Loans; Evidence of Debt.

(a) Repayment on Demand. Each Borrower hereby unconditionally promises to pay to the Bank the outstanding principal amount of each Loan made to such Borrower on the earlier of demand by the Bank and the Termination Date, provided in each case that, upon the occurrence of any Bankruptcy Event, the Loans shall become automatically and immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrowers.

(b) Maintenance of Records by the Bank. The Bank shall maintain in accordance with its usual practice records evidencing the indebtedness of each Borrower to the Bank resulting from each Loan in which it shall record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period therefor, (ii) the amount of any principal or interest due and payable or to become due and payable from such Borrower hereunder and (iii) the amount of any sum received by the Bank hereunder.

(c) Effect of Entries. The entries made in the records maintained pursuant to paragraph (b) of this Section 2.05 shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of the Bank to maintain such records or

any error therein shall not in any manner affect the obligation of a Borrower to repay the Loans in accordance with the terms of this Agreement.

2.06. Prepayment of Loans.

(a) Voluntary Prepayment. Each Borrower shall have the right at any time and from time to time to prepay any Loan in whole or in part, subject to the requirements of this Section 2.06.

(b) Notices, Etc. The relevant Borrower shall notify the Bank of any prepayment hereunder (i) in the case of prepayment of a LIBOR Loan, not later than 11:00 a.m., New York City time, three Business Days before the date of prepayment or (ii) in the case of prepayment of a Prime Rate Loan, not later than 11:00 a.m., New York City time, one Business Day before the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Loan or portion thereof to be prepaid. Each partial prepayment of any Loan shall be in an amount that would be permitted in the case of a Loan of the same Type as provided in Section 2.03. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.07.

2.07. Interest on Loans.

(a) Interest on Loans Generally. Each Prime Rate Loan shall bear interest at a rate per annum equal to the Prime Rate. Each LIBOR Loan shall bear interest at a rate per annum equal to the Adjusted LIBO Rate for such Loan plus the applicable margin for LIBOR Loans specified in Schedule I.

(b) Payment of Interest. Accrued interest on each Loan shall be payable in arrears on the earliest of demand by the Bank, the Payment Date therefor and the Termination Date; provided that in the event of any repayment or prepayment of any Loan (other than a prepayment of a Prime Rate Loan prior to the Termination Date), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment. Interest paid shall not be refundable under any circumstances.

2.08. Alternate Rate of Interest. If prior to the making of any LIBOR Loan the Bank determines (which determination shall be conclusive absent manifest error) that:

(a) adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate; or

(b) the Adjusted LIBO Rate will not adequately and fairly reflect the cost to the Bank of making or maintaining such Loan;

then the Bank shall give notice thereof to the relevant Borrower as promptly as practicable thereafter and, until the Bank notifies such Borrower that the circumstances giving rise to such notice no longer exist, any Borrowing Request that requests a LIBOR Loan shall be deemed to be a request for a Prime Rate Loan.

2.09. Break Funding Payments. In the event of (a) the payment of any principal of any LIBOR Loan other than on the last day of the Interest Period therefor, including as a result of a demand by the Bank for immediate repayment, or (b) the failure to borrow or prepay any Loan on the date specified in any notice delivered pursuant hereto, then, in any such event, the relevant Borrower shall compensate the Bank for the loss, cost and expense attributable to such event. The loss to the Bank attributable to any such event shall be deemed to include an amount determined by the Bank to be equal to the excess, if any, of (y) the amount of interest that the



Bank would pay for a deposit in the eurodollar market equal to the principal amount of such Loan for the period from the date of such payment or failure to the last day of the Interest Period for such Loan (or, in the case of a failure to borrow, the period from the date such borrowing should have occurred to the last day of the Interest Period therefor) if the interest rate payable on such deposit were equal to the Adjusted LIBO Rate for such period, over (z) the amount of interest that the Bank would earn on such principal amount for such period if the Bank were to invest such principal amount for such period at the interest rate that would be bid by the Bank (or a Bank Affiliate) for United States Dollar deposits from other banks in the eurodollar market at the commencement of such period. A certificate of the Bank setting forth any amount or amounts that the Bank is entitled to receive pursuant to this Section 2.09 shall be delivered to the Borrowers and shall be conclusive absent manifest error. The relevant Borrower shall pay the Bank the amount shown as due on any such certificate upon demand.

### Section 3. Letters of Credit Facility.

3.01. Applicability. This Section 3 applies only to Letters of Credit, if any, issued from time to time by the Bank or a Bank Affiliate for account of a Borrower.

3.02. Terms Generally. In the event that the Bank shall at any time issue, amend, renew or extend any Letters of Credit for account or at the request of a Borrower, the following terms shall be applicable thereto:

(a) Notice of Issuance, Amendment, Renewal or Extension. To request the issuance of a Letter of Credit (or the amendment, renewal or extension of an outstanding Letter of Credit), a Borrower shall hand deliver or telecopy (or transmit by electronic communication, if arrangements for doing so have been approved by the Bank) to the Bank (reasonably in advance of the requested date of issuance, amendment, renewal or extension) a notice requesting the issuance of a Letter of Credit, or identifying the Letter of Credit to be amended, renewed or extended, and specifying the date of issuance, amendment, renewal or extension (which shall be a Business Day), the date on which such Letter of Credit is to expire (which shall comply with paragraph (b) of this Section 3.02), the amount of such Letter of Credit, the name and address of the beneficiary thereof and such other information as shall be necessary to prepare, amend, renew or extend such Letter of Credit. Each application for the issuance of a Letter of Credit shall take the form of Exhibit C. The Bank at its option may issue any Letter of Credit by causing any domestic or foreign branch or Bank Affiliate to issue such Letter of Credit; provided that (i) each such Bank Affiliate shall be entitled to the rights of the Bank hereunder with respect to each Letter of Credit issued by such Bank Affiliate and (b) any exercise of such option shall not affect the obligation of a Borrower to repay in accordance with the terms of this Agreement any LC Disbursements arising in respect of a drawing under such Letter of Credit.

(b) Expiration Date. Each Letter of Credit shall expire at or prior to the date that is one year after the date of issuance.

(c) Reimbursement. If the Bank shall make any LC Disbursement in respect of a Letter of Credit, the relevant Borrower shall reimburse the Bank in respect of such LC Disbursement by paying to the Bank an amount equal to such LC Disbursement not later than 12:00 noon, New York City time, on the Business Day immediately following the day that such Borrower receives notice of such LC Disbursement. Each Borrower hereby irrevocably authorizes the Bank to debit any deposit account maintained by such Borrower with the Bank to effect such reimbursement.

(d) Obligations Absolute.

(i) Each Borrower's obligation to reimburse I.C Disbursements as provided in paragraph (c) of this Section 3.02 shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement under any and all circumstances whatsoever and irrespective of (w) any lack of validity or enforceability of any Letter of Credit, or any term or provision therein, (x) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (y) payment by the Bank under a Letter of Credit against presentation of a draft or other document that does not comply strictly with the terms of such Letter of Credit, and (z) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section 3.02, constitute a legal or equitable discharge of, or provide a right of set-off against, such Borrower's obligations hereunder.

(ii) Neither the Bank nor any Bank Related Parties, shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit by the Bank or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the Bank; provided that the foregoing shall not be construed to excuse the Bank from liability to a Borrower to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by each Borrower to the extent permitted by applicable law) suffered by such Borrower that are caused by the Bank's gross negligence or willful misconduct when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. In furtherance of the foregoing and without limiting the generality thereof, the Bank and each Borrower agree that with respect to the documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, Bank (or a Bank Related Party, as applicable) may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit. Neither the Bank nor any Bank Related Parties shall be liable to a Borrower in contract, tort, or otherwise for any special, indirect, consequential, or punitive damages.

(iii) If the Bank issues, or takes any action respecting, a Letter of Credit pursuant to any communication of any kind from a Borrower, including, without limitation: (x) such Borrower's written request other than on the Bank's standard application, (y) the Bank's prescribed computerized entry format, or (z) any written or oral telecommunication, then the provisions of this Agreement shall apply to such Letter of Credit or such action, notwithstanding any lack of reference to this Agreement in such communication. In furtherance of the foregoing, and without limitation thereof: a Borrower may be entitled to apply for the issuance and amendment, as well as potentially other letter of credit services, pursuant to HSBCnet and any successor thereto. Each Borrower acknowledges and agrees that, unless and solely to the extent otherwise agreed by the Bank, any application or other letter of credit transaction effected pursuant to HSBCnet or any successor shall create a legal, valid and binding obligation of such Borrower, governed by and enforceable against it in accordance with the terms of this Agreement.

(iv) Each Borrower agrees that in the event of any extension of the maturity or time for presentment of drafts, acceptances or documents, or any other modification of the terms of any Letter of Credit, at the request of a Borrower, with or without notice to others, or in the event of any increase in the amount of any Letter of Credit at such Borrower's request, this Agreement

shall be binding upon the Borrowers with regard to such Letter of Credit so or otherwise modified, drafts, acceptances, documents and property covered thereby and any action taken by the Bank or any of the Bank's Related Parties in accordance with such extension, increase or other modification.

(v) Each Borrower agrees that the Bank or any of the Bank's Related Parties may accept or pay any draft dated on or before the expiration of any time limit expressed in any Letter of Credit regardless of when drawn and when or wherever negotiated, provided any other required documents are dated prior to the expiration date of such Letter of Credit.

(vi) Each Borrower agrees that failure of a Borrower to object in writing to the Bank's payment and/or acceptance of any drawings under a credit by the earlier of (x) five days after the date such Borrower receives the documents and (y) five days after the date such Borrower receives any notice including but not limited to advices of payment that the Bank has paid and/or accepted a conforming presentation under a Letter of Credit shall be conclusively deemed to be an acceptance by the Borrowers that the presentation is in conformity with the terms and conditions of the applicable Letter of Credit. Both the Bank and the Borrowers agree that five days is a reasonable time.

(e) Disbursement Procedures. The Bank shall, within a reasonable time following its receipt thereof, examine all documents purporting to represent a demand for payment under a Letter of Credit. The Bank shall promptly after such examination notify the relevant Borrower by telephone (confirmed by telecopy) of such demand for payment and whether the Bank has made or will make an LC Disbursement thereunder; provided that any failure to give or delay in giving such notice shall not relieve a Borrower of its obligation to reimburse the Bank with respect to any such LC Disbursement.

(f) Interim Interest. If the Bank shall make any LC Disbursement, then, unless a Borrower shall reimburse such LC Disbursement in full on the date such LC Disbursement is made, the unpaid amount thereof shall bear interest, for each day from and including the date such LC Disbursement is made to but excluding the date that such Borrower reimburses such LC Disbursement, at the rate per annum then applicable to Prime Rate Loans; provided that, if such Borrower fails to reimburse such LC Disbursement when due pursuant to paragraph (c) of this Section 3.02, then Section 8.04(c) shall apply.

(g) Cash Collateralization. Upon the occurrence and during the continuation of any Cash Collateralization Event, the Bank may by notice to the Borrowers require that each Borrower deposit with Bank cash collateral in an aggregate amount equal to the LC Exposure with respect to such Borrower as of the date of such request plus any accrued and unpaid interest thereon and any letter of credit commission that will be payable through the expiration of all then-outstanding Letters of Credit issued at the request of such Borrower; provided, that in the case of any Bankruptcy Event with respect to a Borrower, the obligation of such Borrower to cash collateralize all such issued and outstanding Letters Credits as aforesaid shall automatically become effective, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by such Borrower. The cash so remitted by the Borrowers to the Bank shall be held by the Bank in a non-interest bearing segregated deposit account as collateral security for the LC Exposure and any other obligations of the Borrowers to the Bank under this Agreement or otherwise, and for these purposes each Borrower hereby grants a security interest to the Bank in such deposit account and in all property held therein.

3.03. Fees and Commissions. Each Borrower agrees to pay to the Bank a commission in respect of each Letter of Credit issued upon the request of such Borrower hereunder, which commission shall accrue at the rate specified in Schedule I on the average daily amount of the LC Exposure (excluding any portion thereof attributable to unreimbursed LC Disbursements) during

the period from and including the date of issuance to but excluding the such Letter of Credit shall be fully drawn or terminated, as well as the Bank's standard fees with respect to the issuance, amendment, renewal or extension of such Letter of Credit or processing of drawings thereunder. Accrued commission in respect of any Letter of Credit, shall be payable in arrears on the earliest of demand by the Bank, each Quarterly Date and the Termination Date. Letter of Credit commission paid shall not be refundable under any circumstances.

Section 4. Representations and Warranties. Each Borrower represents and warrants to the Bank that:

4.01. Organization; Powers. Such Borrower and its Subsidiaries is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required. Such Borrower is a legal entity of the type, and is organized under the laws of the jurisdiction, specified in the introduction hereto.

4.02. Authorization; Enforceability. The execution, delivery and performance of Credit Documents, and the incurrence of indebtedness hereunder, (a) are within such Borrower's powers and have been duly authorized by all necessary corporate or other action, (b) do not require any consent or approval of, registration or filing with, or any other action by, any governmental authority or court, except for such as have been obtained or made and are in full force and effect, (c) will not violate any applicable law or regulation or the charter, by-laws or other organizational documents of such Borrower any order of any governmental authority or court, (d) will not violate or result in a material default under any indenture, agreement or other instrument binding upon such Borrower or any of its assets, or give rise to a right thereunder to require any payment to be made by any such Person, and (e) will not result in the creation or imposition of any Lien on any asset of such Borrower.

This Agreement has been duly executed and delivered by such Borrower and constitutes, and each of the other Credit Documents when executed and delivered will constitute, a legal, valid and binding obligation of such Borrower, enforceable in accordance with its terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.03. Financial Condition, Etc. Such Borrower has heretofore furnished to the Bank its audited consolidated balance sheet and statements of income, stockholders' equity and cash flows as of and for the fiscal year ended on the date set forth in Schedule I (which audited financial statements have been reported on by the accountants referred to in Schedule I). Such financial statements present fairly, in all material respects, the financial position and results of operations and cash flows of such Borrower and its Subsidiaries as of such date and for such fiscal year in accordance with GAAP, subject, in the case of interim financial statements, to year-end audit adjustments and the absence of footnotes. Since the date of such audited financial statements there has been no material adverse change in the business, assets, operations, prospects or condition, financial or otherwise, of such Borrower and its Subsidiaries, taken as a whole.

4.04. Litigation and Environmental Matters.

(a) Actions, Suits and Proceedings. Except for matters previously disclosed to the Bank in writing (for purposes of this Section 4.04, "Disclosed Matters"), there are no actions,



suits or proceedings by or before any arbitrator or governmental authority now pending against or, to the knowledge of such Borrower, threatened against or affecting such Borrower or any of its Subsidiaries (i) as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect (other than the Disclosed Matters) or (ii) that involve this Agreement or the transactions contemplated hereby.

(b) Environmental Matters. Except as previously disclosed to the Bank in writing and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, neither such Borrower nor any of its Subsidiaries (i) has failed to comply with any law relating to public health and safety and protection of the environment, or to obtain, maintain or comply with any permit, license or other approval required under any such law, or (ii) become subject to any liability under any such law.

4.05. Taxes. Each of such Borrower and its Subsidiaries has timely filed or caused to be filed all Tax returns and reports required to have been filed and has paid or caused to be paid all Taxes required to have been paid by it, except (a) Taxes that are being contested in good faith by appropriate proceedings and for which such Person has set aside on its books adequate reserves or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

4.06. Use of Credit. Such Borrower is not engaged principally, or as one of its important activities, in the business of extending credit for the purpose, whether immediate, incidental or ultimate, of buying or carrying "margin stock" (within the meaning of Regulations T, U and X of the Board of Governors of the Federal Reserve System of the United States of America), and no part of the proceeds of any Credit Extension hereunder will be used to buy or carry any margin stock (as so defined).

4.07. Investment Company Act. Neither such Borrower nor any of its Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

4.08. Foreign Assets Control Regulations. None of the execution, delivery and performance of this Agreement, nor its use of the proceeds of any Credit Extension made hereunder, will violate the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto.

Section 5. Conditions. Concurrently with the execution and delivery of this Agreement,

(a) Documents. The Borrowers shall deliver to the Bank the following, each in form and substance satisfactory to the Bank:

(i) Executed Counterparts. A counterpart of this Agreement and the Guarantee duly executed and delivered by each Borrower (in the case of this Agreement) and the Guarantor (in the case of the Guarantee).

(ii) Secretary's Certificate. A certificate, dated the date hereof and signed by a secretary or assistant secretary of Credit Party satisfactory to the Bank, certifying as to the true and complete constitutive documents of such Credit Party, the resolutions of such Credit Party authorizing the transactions contemplated hereby, the incumbency of the signatory officers and specimen signatures therefor.



(iii) Officer's Certificate. A certificate, dated the date hereof and signed by a senior officer of each Borrower satisfactory to the Bank, confirming compliance with the matters set forth in the last paragraph of this Section 5.

(iv) Tax Form. A duly completed and executed United States Internal Revenue Form W-9 or other applicable tax form as requested by the Bank.

(v) Other Documents. Such other documents as the Bank shall in its sole discretion request.

(b) Fee. The Borrowers shall have paid to the Bank an upfront fee in an amount equal to

It shall be an additional condition precedent to the making of each Credit Extension hereunder (and, upon the making of each Credit Extension hereunder, the relevant Borrower shall be deemed to have represented and warranted) that, at the time thereof and after giving effect thereto, (a) the representations and warranties of such Borrower set forth in the Credit Documents are true and correct and (b) no default or other breach under this Agreement shall have occurred and be continuing.

Section 6. Covenants. Until the Termination Date and the principal of and interest on each Loan and all commission payable hereunder shall have been paid in full and all Letters of Credit shall have expired or terminated and all LC Disbursements shall have been reimbursed, each Borrower covenants and agrees with the Bank that:

6.01. Financial Statements and Other Information. Such Borrower will furnish to the Bank:

(a) as soon as available and in any event within the period specified in Schedule I following the end of each fiscal year of such Borrower, the audited consolidated balance sheet and related statements of operations, stockholders' equity and cash flows of such Borrower and its Subsidiaries as of the end of and for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all reported on by independent public accountants of recognized standing (without a "going concern" or like qualification or exception and without any qualification or exception as to the scope of such audit) to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of such Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied;

(b) as soon as available and in any event within the period specified in Schedule I following the end of each of the first three fiscal quarters of the fiscal year of each Borrower, the consolidated balance sheet and related statements of operations, stockholders' equity and cash flows of such Borrower and its Subsidiaries as of the end of and for such fiscal quarter, setting forth in each case in comparative form the figures for the same fiscal quarter for the previous fiscal year, certified by the chief financial officer of such Borrower to the effect that such consolidated financial statements present fairly in all material respects the financial condition and results of operations of such Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP, consistently applied (subject to normal year-end adjustments);

(c) promptly after the same become available, copies of all periodic and other reports, memoranda, statements, newsletters, proxy statements and other materials distributed to shareholders, limited partners, members and other investors in such Borrower or filed by such Borrower or any of its Subsidiaries with the Securities and Exchange Commission, or any

governmental authority succeeding to any or all of the functions of said Commission, or with any national securities exchange, as the case may be;

(d) as soon as available and in any event within the periods therein specified, the additional financial statements and information and reports set forth in Schedule I; and

(e) promptly following any request therefor, such other information regarding the operations, business affairs and financial condition of such Borrower or any of its Subsidiaries, or compliance with the terms of this Agreement and the other Credit Documents, as the Bank may reasonably request.

6.02. Notices of Material Events. Such Borrower will furnish to the Bank prompt written notice of the following:

(a) the filing or commencement of any action, suit or proceeding by or before any arbitrator or governmental authority against or affecting such Borrower or any of its affiliates that, if adversely determined, could reasonably be expected to result in a Material Adverse Effect;

(b) the occurrence of any Cash Collateralization Event or any event that with notice or lapse of time or both would become a Cash Collateralization Event; and

(c) any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

Each notice delivered under this Section 6.02 shall be accompanied by a statement of a senior officer of the relevant Borrower satisfactory to the Bank setting forth the details of the event or development requiring such notice and any action taken or proposed to be taken with respect thereto.

6.03. Existence; Conduct of Business. Such Borrower will, and will cause each of its Subsidiaries to, do or cause to be done all things necessary to preserve, renew and keep in full force and effect its legal existence and the rights, licenses, permits, privileges and franchises material to the conduct of its business. Without limiting the generality of the foregoing, such Borrower will not, nor will it permit any of its Subsidiaries to, merge into or consolidate with any other Person, or permit any other Person to merge into or consolidate with it, or sell, transfer, lease or otherwise dispose of (in one transaction or in a series of transactions) all or any substantial part of its assets, or all or substantially all of the stock of any of its Subsidiaries (in each case, whether now owned or hereafter acquired), or liquidate or dissolve.

6.04. Payment of Obligations. Such Borrower will, and will cause each of its Subsidiaries to, pay its obligations, including Tax liabilities, that, if not paid, could result in a Material Adverse Effect before the same shall become delinquent or in default, except where (a) the validity or amount thereof is being contested in good faith by appropriate proceedings, (b) such Borrower or such Subsidiary has set aside on its books adequate reserves with respect thereto in accordance with GAAP and (c) the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect.

6.05. Maintenance of Properties. Such Borrower will, and will cause each of its Subsidiaries to, keep and maintain all property material to the conduct of its business in good working order and condition, ordinary wear and tear excepted.

6.06. Books and Records; Inspection Rights. Such Borrower will, and will cause each of its Subsidiaries to, keep proper books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities. Such

Borrower will, and will cause each of its Subsidiaries to, permit any representatives designated by the Bank, upon reasonable prior notice, to visit and inspect its properties, to examine and make extracts from its books and records, and to discuss its affairs, finances and condition with its officers and independent accountants, all at such reasonable times and as often as reasonably requested.

6.07. Compliance with Laws. Such Borrower will, and will cause each of its Subsidiaries to, comply with all laws, rules, regulations and orders of any governmental authority applicable to it or its property, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

6.08. Governmental Approvals. Such Borrower will promptly obtain from time to time at its own expense all such governmental licenses, authorizations, consents, permits and approvals as may be required for such Borrower to comply with its obligations, and preserve its rights under, each of the Credit Documents.

6.09. Use of Proceeds. Such Borrower will use the proceeds of each Credit Extension solely for the purpose(s) specified under "Use of Proceeds" in Schedule I.

6.10. Indebtedness. Such Borrower will not directly or indirectly, create, incur, assume, guarantee, or otherwise become directly or indirectly liable with respect to, any Debt except as follows:

(a) in the case of all Borrowers collectively, any Debt above and beyond the Debt provided hereunder in an aggregate principal amount not in excess of twenty-five million dollars (\$25,000,000.00);

(b) in the case of each Borrower individually, Debt permitted under (a) above or in favor of the Bank; and

(c) Debt of any Borrower to any Subsidiary of the Guarantor.

6.11. DEMAND LOANS. NOTWITHSTANDING SECTION 6, THE LOANS ARE AT ALL TIMES PAYABLE ON DEMAND, AND AS A RESULT, WHETHER OR NOT A COVENANT BREACH SHALL THEN EXIST, THE BANK, IN ITS SOLE DISCRETION MAY DEMAND THE REPAYMENT OF ALL OR ANY PORTION OF OUTSTANDING LOANS, WHEREUPON SUCH LOANS SHALL BECOME IMMEDIATELY DUE AND PAYABLE ALONG WITH ALL ACCRUED AND UNPAID INTEREST THEREON.

Section 7. Taxes. Any and all payments made to the Bank pursuant to any Credit Document shall be made free and clear of, and without deductions or withholdings for, or on account of, any present or future taxes, duties, levies, imposts, charges, compulsory loans, assessments, or other deductions or withholdings whatsoever, and all liabilities with respect thereto (other than franchise taxes and taxes imposed on or measured by the Bank's net income, receipts, capital or net worth), imposed at any time by any authority having power to tax in any jurisdiction worldwide (such deductions or withholdings being hereinafter referred to as "Taxes"), unless the deduction or withholding of such Taxes is required by any applicable law. If any Taxes are required by applicable law to be deducted or withheld from any payment hereunder, the relevant Borrower shall (i) increase the amount payable as is necessary so that, after making all required deductions or withholdings (including deductions or withholdings applicable to additional amounts payable under this paragraph), the Bank shall receive an amount equal to the amount it would have received had no deductions or withholdings been made, (ii) such Borrower shall make such deductions or withholdings, and (iii) such Borrower shall pay the full amount deducted or withheld to the relevant taxation authority or other authority in accordance with

applicable law. Within 30 days after the date of payment of any taxes or other amounts deducted or withheld, the relevant Borrower shall furnish the Bank with an official receipt (or certified copy thereof) or other documentation reasonably acceptable to the Bank evidencing such payment.

Each Borrower shall indemnify the Bank from and against any and all Taxes (irrespective of when imposed) and any liability, including, without limitation, any related interest, penalties and expenses, that may become payable by the Bank as a consequence of such Borrower's failure to perform any of its obligations under this Section 6, whether or not such Taxes or liability were correctly or legally asserted. Payment pursuant to this indemnification shall be made upon written demand therefor. Each Borrower shall pay (or if appropriate, reimburse the Bank for) any stamp, documentary or similar taxes or any other excise, intangible or property taxes, charges or similar levies (and any interest or penalty relating thereto) imposed at any time which arise from, or otherwise with respect to, any payment made hereunder or from execution, delivery or registration of any Credit Document.

#### Section 8. Miscellaneous.

8.01. Notices. All notices, requests, consents and demands hereunder shall be in writing and telecopied or delivered to the intended recipient at its "Address for Notices" specified pursuant to Schedule I (in the case of a Borrower) and Schedule II (in the case of the Bank). Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

In connection with any notice, request, consent or demand (collectively, "Notices") delivered by telecopy by a Borrower to the Bank, such Borrower hereby agrees that:

(a) the Bank is authorized to rely on and to act on any telecopy Notice that the Bank believes to be from such Borrower (without any need to inquire or investigate as to, or verify, the genuineness or authenticity of the Notice), and the Bank shall not be liable to such Borrower or any third party for so acting or refraining from acting, except in the case of gross negligence or willful misconduct by the Bank; and

(b) the Bank shall, in particular, not be under any duty to make any inquiry or investigation with respect to, or verification of, any telecopy Notice, except to confirm that its records show that the person purporting to be issuing the Notice on behalf of such Borrower has authority to do so; any action or omission taken by the Bank pursuant to a telecopy Notice shall be binding upon such Borrower and its successors and assigns, and anyone else claiming through or on behalf of such Borrower, whether ultimately made with or without the authority, knowledge or consent of such Borrower.

#### 8.02. Waivers; Amendments.

(a) No Deemed Waivers; Remedies Cumulative. No failure or delay by the Bank in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Bank hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by a Borrower therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section 8.02, and then such

waiver or consent shall be effective only in the specific instance and for the purpose for which given.

(b) Amendments. Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrowers and the Bank. Schedule I and Schedule II may be replaced with a superseding Schedule I or Schedule II, as applicable, at any time with the consent of the Borrowers and the Bank.

8.03. Expenses; Indemnity; Damage Waiver.

(a) Costs and Expenses. The Borrowers shall pay (i) all reasonable out-of-pocket expenses incurred by the Bank and Bank Affiliates, including the reasonable fees, charges and disbursements of counsel for the Bank, in connection with the preparation and administration of this Agreement and the other Credit Documents or any amendments, modifications or waivers of the provisions hereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all out-of-pocket expenses incurred by the Bank, including the fees, charges and disbursements of any counsel for the Bank, in connection with the enforcement or protection of its rights in connection with this Agreement and the other Credit Documents, including its rights under this Section 8.03, including in connection with any workout, restructuring or negotiations in respect thereof and (iii) all transfer, stamp, documentary or other similar taxes, assessments or charges levied by any governmental or revenue authority in respect of this Agreement or Credit Document or any other document referred to herein (or therein).

(b) Indemnification by the Borrowers. The Borrowers shall indemnify the Bank and each Bank Related Party (each such Person being called an "Indemnitee") against, and to hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement or any agreement or instrument contemplated hereby, the performance by the parties hereto of their respective obligations hereunder or the consummation of the transactions contemplated hereby, (ii) any Credit Extension or the use of the proceeds therefrom, or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory and regardless of whether any Indemnitee is a party thereto: provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or willful misconduct of such Indemnitee. Without limiting the generality of the foregoing, the Borrowers shall at all times indemnify, defend and hold the Indemnitees harmless from and against all losses, claims, damages, liabilities and related expenses, including the reasonable fees, charges and disbursements of any counsel for any Indemnitee, arising in connection with the Bank's or any Indemnitees' action or failure to act with respect to instructions delivered by electronic communications, except in the case of gross negligence or willful misconduct by the Bank or such Indemnitee.

(c) Waiver of Consequential Damages, Etc. To the extent permitted by applicable law, no Borrower shall assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the Transactions, any Credit Extension or the use of the proceeds thereof.



8.04. Payments Generally; Default Interest; Computations.

(a) Payments by the Borrowers. Each Borrower shall make each payment required to be made by it hereunder (whether of principal, interest, or under Section 2.09, 6, 8.03 or 8.05, or otherwise) prior to 12:00 noon, New York City time, on the date when due, in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Bank, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Bank at its offices specified in Schedule II or at such other office or offices (including offices of Bank Affiliates) as the Bank shall from time to time specify. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in United States Dollars.

(b) Application of Insufficient Payments. If at any time insufficient funds are received by and available to the Bank to pay fully all amounts then due and payable by a Borrower hereunder, such funds shall be applied to such due amounts hereunder in such manner as the Bank shall in its sole discretion determine.

(c) Default Interest. Notwithstanding the foregoing, if any principal of or interest on any Loan, and reimbursement obligation in respect of an LC Disbursement or any fee or other amount payable by a Borrower hereunder is not paid when due, whether at stated maturity, upon acceleration or otherwise, such overdue amount shall bear interest, after as well as before judgment, at a rate per annum equal to (i) in the case of overdue principal of any Loan, 5% plus the rate otherwise applicable to such Loan as provided above or (ii) in the case of any other amount, 5% plus the rate applicable to Prime Rate Loans as provided in Section 2.07(a).

(d) Computation. All interest, fees and commission hereunder shall be computed on the basis of a year of 360 days, and shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Prime Rate or Adjusted LIBO Rate shall be determined by the Bank, and such determination shall be conclusive absent manifest error.

8.05. Increased Costs.

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

(i) impose, modify or deem applicable any reserve, special deposit or similar requirement against assets of, deposits with or for account of, or credit extended by, the Bank (except any such reserve requirement reflected in the Adjusted LIBO Rate); or

(ii) impose on the Bank or the London interbank market any other condition affecting this Agreement or LIBOR Loans or any Letter of Credit;

and the result of any of the foregoing shall be to increase the cost to the Bank of making or maintaining any LIBOR Loan or Letter of Credit or to reduce the amount of any sum received or receivable by the Bank hereunder (whether of principal, interest, commission or otherwise), then the relevant Borrower will pay to the Bank such additional amount or amounts as will compensate the Bank for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If the Bank determines that any Change in Law regarding capital requirements has or would have the effect of reducing the rate of return on the Bank's capital or on the capital of the Bank's holding company, if any, as a consequence of this

Agreement or the Loans or made or Letters of Credit issued to a level below that which the Bank or the Bank's holding company could have achieved but for such Change in Law (taking into consideration the Bank's policies and the policies of the Bank's holding company with respect to capital adequacy), then from time to time the Borrowers will pay to the Bank such additional amount or amounts as will compensate the Bank or the Bank's holding company for any such reduction suffered.

(c) Certificates from the Bank. A certificate of the Bank setting forth the amount or amounts necessary to compensate the Bank or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section 8.05 shall be delivered to the Borrowers and shall be conclusive absent manifest error. The Borrowers shall pay the Bank the amount shown as due on any such certificate upon demand.

(d) Delay in Requests. Failure or delay on the part of the Bank to demand compensation pursuant to this Section 8.05 shall not constitute a waiver of the Bank's right to demand such compensation; provided that no Borrower shall be required to compensate the Bank pursuant to this Section 8.05 for any increased costs or reductions incurred more than six months prior to the date that the Bank notifies such Borrower of the Change in Law giving rise to such increased costs or reductions and of the Bank's intention to claim compensation therefor; provided, further, that, if the Change in Law giving rise to such increased costs or reductions is retroactive, then the six-month period referred to above shall be extended to include the period of retroactive effect thereof.

#### 8.06. Successors and Assigns.

(a) Assignments Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the Borrowers and the Bank and their respective successors and permitted assigns (including any Bank Affiliate that makes a Loan), except that no Borrower may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Bank (and any attempted assignment or transfer by a Borrower without such consent shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby and, to the extent expressly contemplated hereby, the Bank Related Parties) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments and Participations, Etc. The Bank may at any time assign its Credit Extensions, or sell participations therein. The Bank may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of the Bank, including any such pledge or assignment to a Federal Reserve Bank, and this Section 8.06 shall not apply to any such pledge or assignment of a security interest.

8.07. Survival. All covenants, agreements, representations and warranties made by the Borrowers herein and in the certificates or other instruments delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement and the making of any Loans, regardless of any investigation made by the Bank, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan is outstanding and so long as Termination Date has not occurred. The provisions of Sections 2.09, 6, 8.03 and 8.05 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of the Loans, the occurrence of the Termination Date or the termination of this Agreement or any provision hereof.

8.08. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall

constitute an original, but all of which when taken together shall constitute a single contract. This Agreement constitutes the entire contract between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by the Bank and when the Bank shall have received a counterpart hereof bearing the signature of each Borrower, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

8.10. Right of Setoff. The Bank and any Bank Affiliate is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Bank or any such Bank Affiliate to or for the credit or the account of a Borrower against any of and all the obligations of any Borrower now or hereafter existing under this Agreement held by the Bank or any such Bank Affiliate, irrespective of whether or not the Bank or any such Bank Affiliate shall have made any demand under this Agreement and although such deposits and other indebtedness may be unmatured. The rights of the Bank and Bank Affiliates under this Section 8.10 are in addition to other rights and remedies (including other rights of setoff) which the Bank or Bank Affiliates may otherwise have.

8.11. Governing Law; Jurisdiction; Service of Process; Etc.

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

(b) Submission to Jurisdiction. Each Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Bank may otherwise have to bring any action or proceeding relating to this Agreement against a Borrower or its properties in the courts of any jurisdiction. Each Borrower hereby irrevocably consents to the service of process in any suit, action or proceeding in such courts by the mailing thereof by the Bank by registered or certified mail, postage prepaid, at its address set forth beneath its signature hereto.

(c) Waiver of Venue. Each Borrower hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any court referred to in paragraph (b) of this Section 8.11. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

8.12. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.12.

8.13. Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

8.14. Treatment of Certain Information. Each Borrower acknowledges that from time to time financial advisory, investment banking and other services may be offered or provided to such Borrower or one or more of its Subsidiaries (in connection with the Credit Documents or otherwise) by the Bank or by one or more Bank Affiliates and each Borrower hereby authorizes the Bank to share any information delivered to the Bank by such Borrower and its Subsidiaries pursuant to the Credit Documents, or in connection with the decision of the Bank to enter into the Credit Documents, to any such Bank Affiliate. Such authorization shall survive the repayment of the Loans or the termination of the Credit Documents or any provision hereof.

8.15. USA PATRIOT Act. The Bank hereby notifies the Borrowers that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), it may be required to obtain, verify and record information that identifies the Borrowers, which information includes the name and address of the Borrowers and other information that will allow such Bank to identify the Borrowers in accordance with said Act.

BANK

HSBC BANK USA, NATIONAL ASSOCIATION

By   
Name:   
Title: 



Schedule I to  
Uncommitted Revolving Credit Agreement

COMPANY INFORMATION; DESCRIPTION OF FACILITY

Date:

August 19, 2011

Names of Borrowers

CG Holdings  
CG Power Systems  
CG Power Solutions  
CG Automation Systems

Address for Notices to the Borrowers:

CG Holdings USA Inc  
403 New Karner Road  
Albany, NY 12205  
Attn: David Brownell  
Fax: (518) 452-7716

CG Power Systems USA Inc  
One Pauwels Drive  
Washington, Missouri 63090  
Attn: Stacy Schiermeier  
Fax: (636) 239-9396

CG Power Solutions USA Inc  
403 New Karner Road  
Albany, NY 12205  
Attn: David Brownell  
Fax: (518) 452-7716

CG Automation Systems USA Inc  
240 Long Hill Cross Road  
Shelton, CT 06484  
Attn: Colleen Spooner  
Fax: (203) 888-7640

Applicable Margin for LIBOR Loans:

1.75% per annum

Applicable Rate for Letter of Credit Commission

Financial Letters of Credit greater of (a) [REDACTED] per annum and (b) [REDACTED] per issuance  
Performance Letters of Credit greater of (a) [REDACTED] per annum and (b) [REDACTED] per issuance

Termination Date:

August 31, 2012

Facility Amount (uncommitted; in aggregate principal amount):

USD 37,000,000

Borrower

CG Holdings  
CG Power Systems  
CG Power Solutions  
CG Automation Systems

Sublimit Amount

To be determined  
To be determined  
To be determined  
To be determined

Sublimit for Letters of Credit

USD 21,000,000

Representation Regarding Financial Statements (Section 4.03):

Date(s) of Audited Financial Statements:

March 31, 2012

Identity of Accountants Reporting on Audited Statements:

Pricewaterhouse Coopers

Covenant Regarding Financial Statements (Section 6.01(a) and (b)):

Delivery date for audited financials: Not later than 90 days after fiscal year end

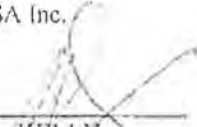
Delivery date for unaudited financials: Not later than 60 days after each fiscal quarter end


Use of Proceeds  
(Section 6.09):

Each Borrower agrees that it shall use the proceeds of Credit Extensions to fund working capital requirements.


ACCEPTED AND AGREED  
(as of the date first above written):


CG Holdings USA Inc.

By:   
Name: Martin KELLY  
Title: Director


By:   
Name: Dileep PATIL  
Title: Director

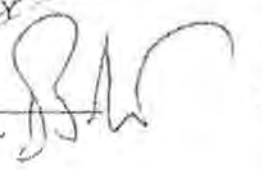
CG Power Systems USA Inc.

By:   
Name: Martin KELLY  
Title: Director


By:   
Name: Dileep PATIL  
Title: Director


CG Power Solutions USA Inc.

By:   
Name: Martin KELLY  
Title: Director

By:   
Name: Dileep PATIL  
Title: Director

CG Automation Systems USA Inc.

By:   
Name: Martin KELLY  
Title: Director

By:   
Name: Dileep PATIL  
Title: Director

USBC BANK USA, NATIONAL ASSOCIATION

By:   
Name:   
Title: 

Schedule II to  
Uncommitted Revolving Credit Agreement

BANK INFORMATION

Date: \_\_\_\_\_, 2011

Address for Notices to Bank: HSBC Bank USA, National Association  
452 Fifth Avenue  
New York, NY 10018

Attention: [\_\_\_\_\_]

Fax: [\_\_\_\_\_]

Payment Instructions: [\_\_\_\_\_]

[Form of Borrowing Request]

[Date]

HSBC Bank USA, National Association  
452 Fifth Avenue  
New York, NY 10018

Attention: \_\_\_\_\_

Ladies and Gentlemen:

Reference is made to the Uncommitted Revolving Credit Agreement dated as of \_\_\_\_\_, 2011 (as amended and in effect from time to time, the "Credit Agreement"), between the undersigned and HSBC Bank USA National Association. Terms defined in the Credit Agreement are used herein with the same meanings. This notice constitutes a Borrowing Request.

The Borrower hereby requests a Borrowing under the Credit Agreement as follows:

- (A) Amount of the requested Loan: \$ \_\_\_\_\_
- (B) the date of such Loan (which is a Business Day) \_\_\_\_\_, 20\_\_
- (C) Type of the requested Loan: ( ) Prime Rate ( ) LIBOR
- (D) Interest Period (if a LIBOR Loan): [one][two][three] months

In addition, the Borrower hereby certifies that (a) on the date hereof and after giving effect to the requested Loan, (i) the representations and warranties of the Borrower set forth in the Credit Agreement are true and correct and (ii) no default or other breach under the Credit Agreement has occurred and is continuing.

[NAME OF BORROWER]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

## EXHIBIT B

### Cash Collateralization Events

(a) a Borrower shall fail to pay any amount when due in accordance with the terms of this Agreement or shall fail to observe or perform any covenant, condition or agreement contained in this Agreement or in any other agreement with the Bank;

(b) any representation or warranty made or deemed made by or on behalf of a Borrower in this Agreement or in any amendment or modification hereof, or in any report, certificate, document or financial or other statement required to be furnished or filed at any time under this Agreement or any such amendment or modification, shall prove to have been incorrect or misleading in any material respect on or as of the date made or deemed made;

(c) the occurrence of any Bankruptcy Event;

(d) a Credit Party or any of its Subsidiaries shall become unable or admit in writing its inability or fail to generally pay its debts as they become due;

(e) one or more judgments or orders for the payment of money shall be entered against a Credit Party and the same shall remain undischarged for a period of 30 or more consecutive days during which execution shall not be effectively stayed or vacated;

(f) a Credit Party shall default (i) in any payment of principal of or interest on any indebtedness beyond any period of grace (if any) provided in the agreement or instrument creating or evidencing such indebtedness, or (ii) in the performance or observance of any other agreement, term or condition contained in any such agreement or instrument, or any event of default or other event shall occur, if the effect of such default, event of default or other event referred to in this clause (ii) is to cause, or to permit (with or without the giving of notice, the lapse of time or both) the holder or holders of such indebtedness (or a trustee or agent on behalf of such holder or holders) to cause, such indebtedness to become due, or to be redeemed, repurchased or mandatorily prepaid, prior to its stated maturity;

(g) the existence of a condition which would materially and adversely affect the ability of a Credit Party to operate its business as an ongoing venture;

(h) the Guarantor shall revoke its Guarantee or the Guarantee shall otherwise cease to be valid and enforceable or the Guarantor shall so assert in writing; or

(i) the Guarantor shall cease to collectively beneficially own, directly or indirectly, 100% of each class of ownership interests of each Borrower.