

07-15-2002



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

102155429

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

International Fiber Corporation

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 7/1/02

## 2. Name and address of receiving party(ies)

Name: Heller Financial, Inc., as Administrative Agent

Internal

Address: \_\_\_\_\_

Street Address: 500 West Monroe Street

City: Chicago State: IL Zip: 60661

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic

representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) see attached

Additional number(s) attached ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sharon Patterson

Internal Address: Goldberg Kohn et al

Street Address: 55 E. Monroe St., Ste. 3700

City: Chicago State: IL Zip: 60603

## 6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

## 9. Signature.

Sharon S. Patterson

Name of Person Signing

Sharon S. Patterson

Signature

7/10/02

Date

Total number of pages including cover sheet, attachments, and document: 17

07/12/2002 TDIAZI 00000209 1923150

01 FC:481  
02 FC:48240.00 OP  
250.00 OP

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

TRADEMARK  
 REEL: 002542 FRAME: 0808

Trademark Registration Nos.:

1923150  
1820358  
1779419  
1710996  
1545931  
1539898  
1456699  
1337034  
443289  
424905  
301817

### **THIRD AMENDMENT TO FIRST AMENDED AND RESTATED CREDIT AGREEMENT AND OMNIBUS AMENDMENT UNDER LOAN DOCUMENTS**

This Third Amendment to First Amended and Restated Credit Agreement and Omnibus Amendment under Loan Documents (this "Agreement") is entered into as of July 1, 2002 by and among International Fiber Corporation (f/k/a International Filler Corporation), a Delaware corporation (the "Company"), International Filler LLC, a Delaware limited liability company ("Holdings"), The Industrial Bank of Japan Trust Company (as successor by merger with IBJ Whitehall Bank & Trust Company), a New York banking corporation ("IBJ"), Heller Financial, Inc., a Delaware corporation ("Heller"), Manufacturers and Traders Trust Company, a New York chartered bank ("M & T"), and the undersigned Lenders party hereto (the "Lenders").

#### **RECITALS**

WHEREAS, the Company, Holdings, IBJ, as Administrative Agent and as a Lender, Heller, as a Lender, and the Lenders are party to a certain First Amended and Restated Credit Agreement dated as of August 25, 2000 (as heretofore or hereafter amended, modified, supplemented or restated, the "Credit Agreement"; capitalized terms used herein but not defined herein have the meanings assigned thereto in the Credit Agreement);

WHEREAS, concurrently herewith the entirety of the Loans and Commitments of IBJ in its capacity as a Lender are being purchased by Heller and M & T in their respective capacities as Lenders;

WHEREAS, the parties hereto desire that Heller replace IBJ as Administrative Agent under the Credit Agreement and the other Loan Documents, that M & T replace IBJ as the Issuing Lender under the Credit Agreement and that M & T be named as Co-Agent under the Credit Agreement; and

WHEREAS, the parties hereto desire to consent to such replacements and to amend the Credit Agreement and the other Loan Documents in connection therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Agency Succession; Issuing Lender; Co-Agent.

(a) Pursuant to Section 9.08 of the Agreement, (i) IBJ resigns as the Administrative Agent under the Credit Agreement and the other Loan Documents (IBJ, in such capacity as retiring Administrative Agent, is referred to herein as "Retiring Agent"), (ii) the Lenders and the Company appoint Heller as the successor Administrative Agent under the Credit Agreement and the other Loan Documents (Heller, in such capacity as successor Administrative Agent, is referred to herein as "Successor Agent") and (iii)

Successor Agent accepts its appointment as the successor Administrative Agent under the Credit Agreement and the other Loan Documents.

(b) In connection with the agency succession described in the foregoing clause (a), without the need for any further action, (i) Successor Agent shall succeed to and become vested with all of the rights, powers and duties of Retiring Agent under the Loan Documents, (ii) Retiring Agent's appointment, powers and duties as Administrative Agent under the Loan Documents shall terminate, (iii) all protective provisions of the Credit Agreement set forth in Article IX thereof shall inure to Retiring Agent's benefit as to any actions taken or omitted to be taken by Retiring Agent while it served as Administrative Agent under the Loan Documents, (iv) Successor Agent shall bear no responsibility for any actions taken or omitted to be taken by Retiring Agent while it served as Administrative Agent under the Loan Documents, (v) each of Retiring Agent, the Company and Holdings authorizes Successor Agent to file any Uniform Commercial Code assignments or amendments, and any real estate memoranda relating to the Mortgages, that Successor Agent deems necessary or desirable to evidence Successor Agent's succession as Administrative Agent under the Credit Agreement and the other Loan Documents, (vi) Retiring Agent agrees to promptly deliver to Successor Agent, at Successor Agent's address set forth under its signature block below, any tangible personal Collateral securing the Obligations that is currently in the possession of Retiring Agent (such as stock certificates, notes and the like) and (vii) each of Retiring Agent, the Company and Holdings agrees, upon the reasonable request of Successor Agent, to take such additional actions and to execute and deliver such other documents and instruments (including, without limitation, the documentation and instruments listed on Exhibit A attached hereto) as Successor Agent may reasonably request to effect Successor Agent's succession as Administrative Agent under the Loan Documents.

(c) Retiring Agent represents and warrants to Successor Agent that, (i) while it has served as Administrative Agent under the Loan Documents, Retiring Agent has not executed any release or other discharge with respect to any portion of the Collateral or with respect to any Obligor (provided, that the foregoing shall not apply to releases and discharges which may have occurred in accordance with the terms of the Loan Documents without the need for action by the Administrative Agent or Lenders), (ii) no payment default exists with respect to any Loan as of the date hereof and (iii) it has not received written notice from the Company of the occurrence of any Events of Default which remain in existence as of the date hereof (except for any such Events of Default of which Retiring Agent has provided Heller with notice).

(d) The parties hereto agree that M & T shall replace IBJ as the "Issuing Lender" for all purposes under the Credit Agreement. In connection with this replacement, without the need for any further action, (i) M & T shall

succeed to and become vested with all of the rights, powers and duties of the Issuing Lender under the Credit Agreement, (ii) IBJ's powers and duties as the Issuing Lender under the Loan Documents shall terminate and (iii) M & T shall bear no responsibility for any actions taken or omitted to be taken by IBJ while it served as the Issuing Lender under the Credit Agreement.

(e) M & T is hereby named as Co-Agent under the Credit Agreement (in such capacity, "Co-Agent"). Co-Agent shall have no rights, powers, duties or responsibilities and no rights, powers, duties or responsibilities shall be read into the Credit Agreement or any other Loan Document or otherwise exist on behalf of or against Co-Agent. If M & T resigns as Co-Agent, no successor Co-Agent shall be appointed.

2. Amendments to the Credit Agreement and Loan Documents. Subject to the satisfaction of the conditions precedent set forth in Section 5 below, the parties hereto agree to the following amendments to the Loan Documents:

(a) Each reference to "IBJ Whitehall Bank & Trust Company, as Administrative Agent", "The Industrial Bank of Japan Trust Company (as successor by merger with IBJ Whitehall Bank & Trust Company), as Administrative Agent" or any references of like import set forth in the Credit Agreement and the other Loan Documents are each deleted in their entirety and replaced with a reference to "Heller Financial, Inc., as Administrative Agent".

(b) The defined term "LIBOR Business Day" is added to Section 1.1 of the Credit Agreement in its appropriate alphabetical order, as follows:

" 'LIBOR Business Day' means a Business Day on which banks in the City of London are generally open for interbank or foreign exchange transactions. "

(c) The definition of the term "Administrative Agent" set forth in Section 1.1 of the Credit Agreement is amended and restated in its entirety, as follows:

" 'Administrative Agent' means Heller Financial, Inc., and any successor agent thereto in such capacity. "

(d) The definition of the term "Company Account" set forth in Section 1.1 of the Credit Agreement is amended and restated in its entirety, as follows:

(e) " 'Company Account' means the following account of the Company maintained with Manufacturers and Traders Trust Company:

Wire: M & T Bank, Buffalo, NY  
ABA#: 022000046  
Account Name: Settlement Account  
Account#: 01950200, CC860  
Reference: International Filler Corporation. "

(f) The definition of the term "Eurodollar Base Rate" set forth in Section 1.1 of the Credit Agreement is amended and restated in its entirety, as follows:

" 'Eurodollar Base Rate' means, with respect to any Eurodollar Loan for any Interest Period, the offered rate for deposits in United States Dollars for the applicable Interest Period that appears on Telerate Page 3750 as of 11:00 a.m. (London time), on the second full LIBOR Business Day next preceding the first day of such Interest Period (unless such date is not a Business Day, in which event the next succeeding Business Day will be used). "

(g) The definition of the term "Eurodollar Rate" set forth in Section 1.1 of the Credit Agreement is amended and restated in its entirety, as follows:

" 'Eurodollar Rate' means, with respect to any Eurodollar Loan for any Interest Period, a rate per annum equal to the Eurodollar Base Rate divided by a number equal to 1.0 minus the aggregate (but without duplication) of the rates (expressed as a decimal fraction) of reserve requirements in effect on the day that is two (2) LIBOR Business Days prior to the beginning of such Interest Period (including basic, supplemental, marginal and emergency reserves under any regulations of the Federal Reserve Board or other Governmental Authority having jurisdiction with respect thereto, as now and from time to time in effect) for Eurocurrency funding (currently referred to as "Eurocurrency Liabilities" in Regulation D of the Federal Reserve Board) that are required to be maintained by a member bank of the Federal Reserve System. "

(h) The definition of the term "Federal Funds Rate" set forth in Section 1.1 of the Credit Agreement is amended and restated in its entirety, as follows:

" 'Federal Funds Rate' means, for any day, a floating rate equal to the weighted average of the rates on overnight federal funds transactions among members of the Federal Reserve System, as determined by Administrative Agent in its sole discretion, which determination shall be final, binding and conclusive (absent manifest error). "

(i) The definition of the term "IBJ Whitehall Base Rate" set forth in Section 1.1 of the Credit Agreement is amended and restated in its entirety, as follows:

" 'IBJ Whitehall Base Rate' means, for any day, the rate publicly quoted from time to time by The Wall Street Journal as the "base rate on corporate loans posted by at least 75% of the nation's 30 largest banks" (or, if The Wall Street Journal ceases quoting a base rate of the type described, the highest per annum rate of interest published by the Federal Reserve Board in Federal Reserve statistical release H.15 (519) entitled "Selected Interest Rates" as the Bank prime loan rate or its equivalent). "

(j) The definition of the term "Interest Period" set forth in Section 1.1 of the Credit Agreement is amended and restated in its entirety, as follows:

" 'Interest Period' means, with respect to any Eurodollar Loan, each period commencing on a LIBOR Business Day selected by the Company pursuant to the Agreement and ending one, two, three or six months thereafter, as selected by the Company's irrevocable notice to Administrative Agent as set forth in Section 3.02(c); provided, that:

(i) if any Interest Period would otherwise end on a day that is not a LIBOR Business Day, such Interest Period shall be extended to the next succeeding LIBOR 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 LIBOR Business Day;

(ii) any Interest Period that would otherwise extend beyond the Revolving Commitment Termination Date shall end two (2) LIBOR Business Days prior to such date;

(iii) any Interest Period that begins on the last LIBOR 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 LIBOR Business Day of a calendar month;

(iv) the Company shall select Interest Periods so as not to require a payment or prepayment of any Eurodollar Loan during an Interest Period for such Eurodollar Loan;

(v) no Interest Period for any portion of a Term Loan shall extend beyond the date of the final Term Loan Repayment Date for such Term Loan; and

(vi) no Interest Period may be selected for any portion of a Term Loan if a Term Loan Repayment Date would occur during such Interest Period and the portion of such Term Loan which constitutes a Eurodollar Loan does

not equal or exceed the principal amount of such Term Loan required to be paid on such Term Loan Repayment Date. "

(k) The definition of the term "Issuing Bank" set forth in Section 1.1 of the Credit Agreement is amended and restated in its entirety, as follows:

" 'Issuing Bank' means Manufacturers and Traders Trust Company, in its capacity as issuer of Letters of Credit hereunder, and its successors in such capacity. "

(l) Successor Agent specifies that its address for any and all notices under the Credit Agreement and the other Loan Documents shall be the address set forth under its signature block below.

3. Assignment of Liens. As a supplement to and in no way in limitation of the provisions of Section 1 hereof, Retiring Agent hereby assigns all liens and security interests in the Collateral to Successor Agent. Notwithstanding anything herein to the contrary, all of such liens and security interests shall in all respects be continuing and in effect and are hereby reaffirmed. Without limiting the generality of the foregoing, any reference to Retiring Agent on any publicly filed document, to the extent such filing relates to the liens and security interests assigned hereby and until such filing is modified to reflect the interests of Successor Agent, shall, with respect to such liens and security interests, constitute a reference to Retiring Agent as collateral representative of Successor Agent (provided, that the parties hereto agree that Retiring Agent's role as such collateral representative shall impose no duties, obligations or liabilities on Retiring Agent).

4. Representations and Warranties. In addition to the representations and warranties of Retiring Agent set forth in Section 1(c), each party hereto represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by all requisite action on the part of such Person and that this Agreement has been duly executed and delivered by such Person.

5. Conditions Precedent. The effectiveness of this Agreement shall be subject to the conditions precedent that (a) each party hereto shall have duly authorized, executed and delivered this Agreement, (b) each such party shall have received a fully-signed copy of this Agreement, (c) with respect to the fee letter of even date herewith provided by Safeguard International Fund, L.P. and the Company to Heller and M & T, Heller and M & T shall have received the payments required to be made under such fee letter on the date hereof, (d) the entirety of the Loans and Commitments of IBJ in its capacity as a Lender shall have been purchased by Heller and M & T, in their respective capacities as Lenders, pursuant to assignment documents reasonably acceptable to IBJ, Heller and M & T, (e) the fees and expenses of Retiring Agent outstanding as of the date hereof in the amount of \$17,500 (all of which consist of attorney's fees and expenses) shall have been satisfied by the Company, (f) Retiring Agent shall have paid to Successor Agent its pro rata share (i.e. for the period beginning on the date hereof and ending on January 31, 2003) of the annual agency fee paid up front to Retiring Agent on January 31, 2002 for the annual period ending on January 31,



2003 and (g) the financial covenants set forth in the Subordinated Loan Agreement shall have been amended in a manner that is reasonably satisfactory to Heller.

6. Payments; Funding of Loans. From and after the date of the effectiveness of this Agreement, each Obligor shall make all payments (including but not limited to payments of principal, interest and fees due under the Credit Agreement or otherwise), and each Lender shall make available the amount of any Loans to be made by such Lender, to Successor Agent in accordance with the payment instructions set forth under its signature block below.

7. Waivers. Each of the parties hereto waives the requirement, if any, that the Administrative Agent be a bank or trust company. In addition, for purposes of the two Assignment and Assumption Agreements of even date herewith relating to the transfer of Loans and Commitments from IBJ to Heller and M & T, IBJ hereby waives the \$5,000 processing and recordation fee provided for under Section 10.05(b) of the Credit Agreement.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

9. Patent and Trademark Filings. For purposes of filing this Agreement with the United States Patent and Trademark Office, it is hereby confirmed that, for all purposes hereof, the term "Loan Documents" shall include, without limitation, (i) the Amended and Restated Security Agreement dated as of August 25, 2000 and recorded, in respect of certain trademarks of the Company, with the United States Patent and Trademark Office on September 13, 2000 at Reel/Frame 002148/0489 and (ii) the Amended and Restated Security Agreement dated as of August 25, 2000 and recorded, in respect of certain patents and patent applications of the Company, with the United States Patent and Trademark Office on September 13, 2000 at Reel/Frame 011097/0897.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument.

11. Headings. The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

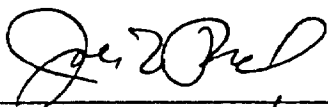
12. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

COMPANY:

INTERNATIONAL FIBER CORPORATION

By , John F. Lord  
Its President / CEO

HOLDINGS:

INTERNATIONAL FILLER LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

FROM : 07/01/02 16:39 FAX 8102549817

FAX NO. :  
ALLIED RESOURCE CORP.

JUL. 01 2002 09:13PM P3

002

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to  
be executed as of the date first written above.

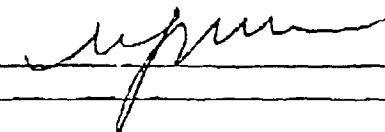
COMPANY:

INTERNATIONAL FIBER CORPORATION

By \_\_\_\_\_  
Its \_\_\_\_\_

HOLDINGS:

INTERNATIONAL FILLER LLC

By  \_\_\_\_\_  
Its \_\_\_\_\_

HELLER FINANCIAL, INC., as Successor Agent  
and as a Lender

By 

Its

Vice President

Address for Notices:

335 Madison Avenue  
12th Floor  
New York, New York 10017  
Attention: Jason Morgan  
Facsimile: (212) 370-8088

Payment Instructions:

ABA No. 0710-0001-3  
Account No. 55-00540  
Bank One, N.A.  
1 Bank One Plaza  
Chicago, Illinois 60670  
Reference: Heller Financial, Inc. for  
the benefit of International Fiber  
Corporation

THE INDUSTRIAL BANK OF JAPAN TRUST  
COMPANY (as successor by merger with IBI  
Whitehall Bank & Trust Company), as Retiring  
Agent

By \_\_\_\_\_

Its \_\_\_\_\_

MANUFACTURERS AND TRADERS TRUST  
COMPANY, as a Lender

By \_\_\_\_\_

Its \_\_\_\_\_

HELLER FINANCIAL, INC., as Successor Agent  
and as a Lender

By \_\_\_\_\_  
Its \_\_\_\_\_

Address for Notices:

335 Madison Avenue  
12th Floor  
New York, New York 10017  
Attention: Jason Morgan  
Facsimile: (212) 370-8088

Payment Instructions:

ABA No. 0710-0001-3  
Account No. 55-00540  
Bank One, N.A.  
1 Bank One Plaza  
Chicago, Illinois 60670  
Reference: Heller Financial, Inc. for  
the benefit of International Fiber  
Corporation

THE INDUSTRIAL BANK OF JAPAN TRUST  
COMPANY (as successor by merger with IBJ  
Whitehall Bank & Trust Company), as Retiring  
Agent

By Michael Graha  
Its Managing Director

MANUFACTURERS AND TRADERS TRUST  
COMPANY, as a Lender

By \_\_\_\_\_  
Its \_\_\_\_\_

HELLER FINANCIAL, INC., as Successor Agent  
and as a Lender

By \_\_\_\_\_  
Its \_\_\_\_\_

Address for Notices:

335 Madison Avenue  
12th Floor  
New York, New York 10017  
Attention: Jason Morgan  
Facsimile: (212) 370-8088

Payment Instructions:

ABA No. 0710-0001-3  
Account No. 55-00540  
Bank One, N.A.  
1 Bank One Plaza  
Chicago, Illinois 60670  
Reference: Heller Financial, Inc. for  
the benefit of International Fiber  
Corporation

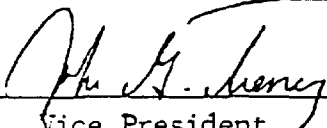
THE INDUSTRIAL BANK OF JAPAN TRUST  
COMPANY (as successor by merger with IBI  
Whitehall Bank & Trust Company), as Retiring  
Agent

By \_\_\_\_\_  
Its \_\_\_\_\_

MANUFACTURERS AND TRADERS TRUST  
COMPANY, as a Lender

By Vern B. Quinn  
Its Vice President

HSBC BANK USA, as a Lender

By   
Its Vice President

INTERNATIONAL FIBER CORPORATION

THIRD AMENDMENT TO FIRST AMENDED AND RESTATED CREDIT  
AGREEMENT AND OMNIBUS AMENDMENT UNDER LOAN DOCUMENTS

CLOSING CHECKLIST

1. Third Amendment
2. Fee Letter between Heller, M & T and Sponsor
3. Assignment and Assumption Agreement re transfer of Loans and Commitments from IBJ to Heller
4. Assignment and Assumption Agreement re transfer of Loans and Commitments from IBJ to M & T
5. Amended and Restated Revolving Notes (2)
  - a. \$1,999,889.48 Revolving Note issued to Heller
  - b. \$1,942,418.22 Revolving Note issued to M & T
6. Amended and Restated Tranche I Term Notes (2)
  - a. \$9,719,462.87 Tranche I Term Note issued to Heller
  - b. \$9,440,152.53 Tranche I Term Note issued to M & T
7. Amended and Restated Tranche II Term Notes (2)
  - a. \$5,679,686.12 Tranche II Term Note issued to Heller
  - b. \$5,516,467.73 Tranche II Term Note issued to M & T
8. UCC-3 Assignments / Amendments necessary to reflect "Heller Financial, Inc., as Administrative Agent" as Secured Party with respect to each UCC-1 Financing Statements filed against the Obligors
  - a. Company: International Fiber Corporation (f/k/a International Filler Corporation), a Delaware corporation
  - b. Holdings: International Filler LLC, a Delaware limited liability company



9. Assignments / Amendments necessary to reflect "Heller Financial, Inc., as Administrative Agent" as the holder of the lien with respect to each item of federally-registered intellectual property of Obligors
  - a. Amended and Restated Security Agreement re Trademarks
  - b. Amended and Restated Security Agreement re Patents
10. Assignments / Amendments re real estate mortgages
  - a. Property located in the City of North Tonawanda, New York
  - b. Property located in Putnam County, West Virginia
  - c. Property located in Urbana, Ohio
11. Original stock certificates, together with stock powers, for International Fiber Corporation (f/k/a International Filler Corporation) and International Filler of Belgium N.V.
12. Documentation necessary to appropriately reflect "Heller Financial, Inc., as Administrative Agent" with respect to insurance policies
13. Notices to Third Parties
  - a. Safeguard International Management LLC re Amended and Restated Management Subordination Agreement dated August 25, 2000
  - b. Allied Capital Corporation re Amended and Restated Intercreditor Agreement dated August 25, 2000
    - (i) Copies of Subordinated Loan Documents
  - c. Waseca Foods re Lien Recognition Agreement dated January 28, 2000
14. Good Standing Certificates of Holdings and Company in jurisdictions of organization