

Redacted

July 14, 2013

Superior Vision Holdings, Inc.
 Block Vision Merger Corp.
 11101 White Rock Road, Suite 150
 Rancho Cordova, California 95670
 Attention: Rick Corbett

Re: Commitment Letter

are sometimes individually referred to herein as an "Initial Lender" and collectively as the "Initial Lenders") are pleased to advise Superior Vision Holdings, Inc., a Delaware corporation ("Superior Vision"), and Block Vision Merger Corp., a Delaware corporation ("Merger Sub"; Superior Vision and Merger Sub are sometimes individually referred to herein as an "Initial Borrower" and collectively as the "Initial Borrowers"), each, a wholly-owned subsidiary of Superior Vision Acquisition Corp., a Delaware corporation ("Holdings"), which is a wholly-owned subsidiary of Superior Vision Holding Company, LLC, a Delaware limited liability company ("Ultimate Holdings"), that the Initial Lenders severally and not jointly commit an aggregate amount of \$ (the "Commitment") in the amounts set forth opposite their respective names on Schedule I attached hereto toward senior secured credit facilities (the "Facilities"), consisting of a \$ term loan facility and a \$ revolving credit facility for the proposed acquisition by Holdings of all of the capital stock of Block Vision Holdings Corporation, a Delaware corporation ("Company" and after the Merger, "Block"), via a merger (the "Merger") of Merger Sub with and into Company, with Company as the surviving entity. The Commitment is subject to the terms and conditions of this commitment letter (the "Commitment Letter") and the attached term sheet attached hereto as Exhibit A (the "Term Sheet").

Upon the Initial Borrowers' acceptance of this Commitment Letter, intends to act as agent (in such capacity, "Agent") for the Initial Lenders.

In addition to the conditions to funding or closing set forth in the Term Sheet, the Commitment is subject to, among other conditions, (i) the negotiation and execution of a definitive credit agreement and other related loan and security documents mutually acceptable to Agent, the Initial Lenders and the Initial Borrowers incorporating substantially the terms as outlined herein and in the Term Sheet (subject to the Funds Certain Provision (as defined in the Term Sheet)), and (ii) there being no Company Material Adverse Effect (as defined in Exhibit B attached hereto) since December 31, 2012.

The Initial Borrowers hereby represent and covenant that (a) all information (other than projections) that has been or will be made available to Agent and the Initial Lenders by the Initial Borrowers or any of their respective representatives is or will be complete and correct in all material respects and does not or will not, when furnished and taken as a whole, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made and (b) all projections that have been or will be made available to Agent and the Initial Lenders by the Initial Borrowers or any of their respective representatives have been or will be prepared in good faith based upon assumptions the Initial

Borrowers believe to be reasonable at the time made (it being understood that projections are subject to uncertainties and contingencies, many of which are beyond the Initial Borrowers' control, and that no assurance can be given that such projections will be realized). The Initial Borrowers understand that in arranging the Facilities, the Initial Lenders may use and rely on the information and projections without independent verification thereof.

The Initial Borrowers hereby agree to indemnify and hold harmless each Initial Lender and each of their respective affiliates and each of their respective directors, officers, employees, counsel, agents, advisors and affiliates (each an "indemnified person") from and against any and all losses, claims, damages, liabilities, actions or other proceedings and expenses (collectively "indemnified liabilities") that arise out of, result from or in any way relate to this Commitment Letter or the providing of the Facilities, and to reimburse each indemnified person, upon its demand, for any reasonable legal or other expense incurred in connection with investigating, defending or participating in any such indemnified liability (whether or not such indemnified person is a party to any action or proceeding out of which any such expenses arise), other than any of the foregoing incurred to the extent incurred by reason of the gross negligence or willful misconduct of such indemnified person. No indemnified person shall be responsible or liable to the Initial Borrowers or any of their respective affiliates for any consequential, punitive or exemplary damages which may be alleged in connection with this Commitment Letter or the Facilities or the syndication thereof.

The fees payable to _____ as Agent, in connection with the Facilities are set forth in a separate letter of even date herewith (the "Fee Letter"). The fees payable to the "Lenders" party to the Existing Credit Agreement (as defined below) in connection with the Facilities are set forth in the Term Sheet and in a separate letter of even date herewith (the "Existing Lender Fee Letter"). The fees payable to the Initial Lenders in connection with the Facilities are set forth in the Term Sheet and in a separate letter of even date herewith (the "Lender Fee Letter"; the _____ Fee Letter, the Existing Lender Fee Letter and the Lender Fee Letter, collectively, the "Fee Letters").

The terms contained in this Commitment Letter, the Fee Letters and the Term Sheet are confidential and, except for disclosure of (i) the Commitment Letter and the Term Sheet to the sellers of the Company and their advisors, any of the Initial Borrowers' direct or indirect parent companies or any of their respective boards of directors or managers, officers and employees, and to the providers of any junior debt facilities and the professionals retained by them or (ii) the Commitment Letter, the Fee Letters and the Term Sheet to each Initial Borrower's board of directors or managers, officers and employees, any of the Initial Borrowers' direct or indirect parent companies or any of their respective boards of directors or managers, to professional advisors retained by the Initial Borrowers in connection with this transaction, to applicable regulatory bodies as required by such regulatory bodies or as may be required by law or court order, may not be disclosed in whole or in part to any other person or entity without the prior written consent of each Initial Lender. No disclosure permitted above shall create any third-party beneficiary as to the Commitment. This paragraph shall survive any termination of this Commitment Letter.

This Commitment Letter will terminate on _____, unless on or before that date the Initial Borrowers sign and return an enclosed counterpart of this Commitment Letter and the Fee Letters. In addition, this Commitment Letter will expire and become null and void on _____, if the Facilities have not closed on or before that date; provided, however, without limiting the generality of clause (ii) of the third paragraph of this Commitment Letter, this Commitment Letter shall automatically be extended from _____ to _____ unless the Agent, on behalf of the Initial Lenders, notifies Superior Vision, in writing, at Superior Vision's address set forth above, that in the reasonable credit judgment of all of the Initial Lenders, (a) a Company Material Adverse Effect has occurred since December 31, 2012 and prior to _____ or (b) an "Event of Default" (as defined in that certain Credit Agreement dated as of March 30, 2012, by and among Superior Vision,

Agent and the "Lenders" from time to time party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement") shall have occurred and be continuing with respect to Superior Vision and its subsidiaries; and provided, further, however, this Commitment Letter shall automatically be extended from _____ if, and only if, all conditions to the closing of the Merger have been satisfied or shall be capable of being satisfied, other than receipt of all consents and approvals of the New Jersey Department of Banking and Insurance, the Texas Department of Insurance, the Wisconsin Office of the Commissioner of Insurance, and any other required regulatory approval with respect to the change in control of Company to be effected by the Merger unless Agent, on behalf of the Initial Lenders, notifies Superior Vision, in writing, at Superior Vision's address set forth above, that in the reasonable credit judgment of the Initial Lenders, either (x) a Company Material Adverse Effect has occurred since December 31, 2012 and prior to _____ or (y) an "Event of Default" (as defined in the Existing Credit Agreement) shall have occurred and be continuing with respect to Superior Vision and its subsidiaries.

[Signature Pages Follow]

If the foregoing is satisfactory to you, please indicate your agreement and acceptance below and return a copy of this Commitment Letter to us, together with the signed Fee Letters. Upon our receipt of such deliveries, this Commitment Letter shall become a binding agreement under New York law as of the date so accepted.

We look forward to working with you towards a successful closing of the Facilities.

Sincerely,

Commitment Letter

EXHIBIT A

Term Sheet

See attached.

Superior Vision Holdings, Inc.
Block Vision Merger Corp.
Senior Secured Credit Facilities
Term Sheet
July 14, 2013

This Term Sheet is subject in its entirety to the Commitment Letter dated July 14, 2013 (the "Cominitment Letter") to which this Term Sheet is attached. Capitalized terms used herein but not otherwise defined have the meaning assigned to such terms in the Commitment Letter.

Borrowers: Initially, Superior Vision Holdings, Inc., a Delaware corporation ("Superior Vision"), and Block Vision Merger Corp., a Delaware corporation ("Merger Sub"; Superior Vision and Merger Sub, collectively, the "Initial Borrowers") and, promptly upon consummation of the acquisition of Block Vision Holdings Corporation, a Delaware corporation ("Company"), which will become a Borrower via merger of Merger Sub with and into Company on the Closing Date.

Holdings: Superior Vision Acquisition Corp., a Delaware corporation

Borrower Representative: Superior Vision

Agent: (individually, " " or "Agent")

Co-Lead Arrangers:

Documentation Agent:

Syndication Agent:

Initial Lenders:

Lenders: A syndicate of financial institutions (including the Initial Lenders) arranged by Agent.

Restricted Entities: Superior Vision Services, Inc. and Block Vision, Inc.

Regulated Entities: Superior Vision Insurance, Inc. ("Insurance"), Block Vision of New Jersey, Inc., Block Vision of Texas, Inc. and Vision Insurance Plan of America, Inc.

Sponsor: Nautic Partners, LLC ("Nautic")

Facilities:

Letters of credit issued or guaranteed under the Revolving Loan up to an amount to be determined, with outstanding letters of credit reserved from Revolving Loan availability. Letters of credit to support the National Guardian Life will continue to be made available to Insurance outside of the Facilities and will be cash collateralized at Insurance consistent with current practice.

Closing Date: To occur on or before _____ (or such later date as specified in the Commitment Letter) upon satisfaction of all conditions precedent set forth herein.

Term: Revolving Loan:
Term Loan:

Revolving Loan Availability: Revolving Loan availability to equal Adjusted EBITDA multiplied by a to-be-determined multiple, minus Senior Debt, less reserves reasonably established by Agent.

Amortization: Term Loan to amortize in equal quarterly payments during each Loan Year as follows, with payments due on the last day of each calendar quarter commencing on the first full calendar quarter following the Closing Date:

Principal payments of the Term Loan during the final Loan Year shall consist of three (3) equal payments based on the percentages above, and one payment equal to the outstanding balance of the Term Loan on the maturity date of the Term Loan.

Prepayment: The Borrowers may prepay all or part of the Facilities, with concurrent payment of applicable LIBOR breakage costs.

The Borrowers to prepay the Facilities: (a) upon receipt thereof, in an amount equal to the net proceeds of (i) any sale, casualty loss, condemnation or other disposition of any assets of Holdings and its subsidiaries (excluding the Regulated Entities) (net of amounts reinvested in replacement assets within one hundred eighty (180) days or required to pay taxes or other costs applicable to such disposition), other than certain dispositions to be agreed, (ii) any sale or issuance of equity securities of Holdings, any Borrower or any of their subsidiaries (other than exceptions, as agreed upon), and (iii) any extraordinary receipts (including without limitation any purchase price adjustments, indemnification payments or similar payments received in connection with an acquisition (including the acquisition on the Closing Date)),

subject to certain exclusions to be agreed, and (b) one hundred twenty (120) days after the end of each fiscal year (commencing with the fiscal year ending December 31, 2014), in an amount equal to (%) of Excess Cash Flow for the preceding fiscal year; provided, however, with respect to each fiscal year, if the Total Debt to EBITDA ratio of the Borrowers for the twelve month period ending on the last day of such fiscal year is less than to , then in an amount equal to % of Excess Cash Flow. Excess Cash Flow to equal Holdings', the Borrowers' and its subsidiaries' consolidated net income (excluding the Regulated Entities and disregarding extraordinary transactions) before interest, taxes (net of tax refunds), depreciation and amortization plus decreases in working capital, less scheduled amortization of indebtedness, voluntary prepayments of the Term Loan, interest expense paid in cash, unfinanced capital expenditures, increases in working capital, taxes paid in cash, management fees paid in cash, any closing fees paid on the Closing Date, % of distributions or dividends made in cash by Regulated Entities and received by any Borrower and other reductions to be agreed.

Prepayments applied first to installments on a pro rata basis until such Term Loan is paid in full, and then to reduce the outstanding principal balance of the Revolving Loan, with concurrent permanent reduction of the Revolving Loan commitment.

Interest:

Loans to bear interest at a rate per annum according to the following grid based on the most recent quarter end ratio of Total Debt to Adjusted EBITDA:

Total Debt to <u>Adjusted EBITDA</u>	<u>Revolving Loans / Term Loan</u>
<u>Base +</u>	<u>LIBOR +</u>

Base Rate to equal the greatest of (a) the "Prime Rate" appearing in the "Money Rates" section of The Wall Street Journal or another national publication selected by Agent, (b) the Federal Funds Rate plus 0.50%, (c) the sum of (x) the applicable LIBOR Rate for such day, provided that for the purposes of this clause, the interest period referenced in the definition of LIBOR Rate shall be assumed to be one (1) month and the rate for each day in any month shall be the applicable rate as of the first business day of such month, and (y) the difference of (1) the then effective applicable margin set forth above for LIBOR Loans minus (2) the then effective applicable margin set forth above for Base Rate Loans, and (d) 2.00%.

LIBOR Rate to equal the reserve adjusted rate per annum offered for deposits of dollars for the applicable Interest Period (as defined below) and for the amount of the applicable LIBOR Rate Loan that appears on Reuters Screen LIBOR01 Page at 11:00 a.m. London time (or if not, in

the "Money Rates" section of The Wall Street Journal or another national publication selected by Agent) two (2) business days prior to the first day of such Interest Period. If for any applicable Interest Period (defined below), the LIBOR Rate is less than % the applicable LIBOR Rate shall be deemed %.

Interest Period means, with respect to any LIBOR Rate Loan, the period commencing on the business day the Loan is made, converted or continued as a LIBOR Rate Loan and ending on the date one, two, or three months thereafter, as selected by Borrower Representative. No more than five (5) Interest Periods to be in effect at any time.

No Loan shall be made as, converted or continued as a LIBOR Rate Loan during any default. Failure to borrow, or payment (or conversion) of, a LIBOR Rate Loan other than at the end of its Interest Period, subject to customary breakage provisions.

Interest on Base Rate Loans payable quarterly in arrears. Interest on LIBOR Rate Loans payable at the end of each Interest Period. Interest based on LIBOR Rate calculated using a three hundred sixty (360) day year and actual days elapsed. Interest based on the Base Rate calculated using a 365/366 day year and actual days elapsed.

At election of Agent or Required Lenders, upon the occurrence and during the continuance of a default (but, without any election for payment or insolvency default), the obligations under the Facilities shall bear interest at a rate equal to an additional two percent (2%) per annum over the rate otherwise applicable, with such interest payable on demand.

Fees:

A commitment fee on the average unused daily Revolving Loan balance (less outstanding letters of credit) at a rate per annum equal to %.

Letter of Credit Fees on the outstanding face amount of all letters of credit under the Facilities in an amount equal to the applicable margin on LIBOR Rate Revolving Loans.

All fees calculated using a three hundred sixty (360) day year and actual days elapsed.

Use of Proceeds:

To provide funds for the acquisition of Company by Holdings, working capital, general corporate purposes, and certain fees and expenses associated with the closing of the Facilities.

Financial Covenants:

Financial Reporting:

Internally prepared monthly and quarterly consolidated and consolidating balance sheet and income statement and cash flow statements. Audited annual consolidated financial statements prepared by Moss Adams LLP, Grant Thornton LLP or a nationally recognized

accounting firm acceptable to Agent, with an annual budget and operating profit and cash flow projections for each year on a month-by-month basis due no later than January 31st of such year.

Availability certificates provided within 30 days after the end of each month, and such other information and reports as may be reasonably requested by Agent or any Lender.

All reports and financial statements to be in form and scope reasonably acceptable to Agent, compared to budget and prior comparable period.

Security:

Subject to the Funds Certain Provision, Agent, for itself and Lenders, to receive a first priority perfected security interest in substantially all present and future assets (real and personal) of Holdings, each Borrower and their subsidiaries (including, but not limited to, the Restricted Entities, but excluding the Regulated Entities) (including without limitation accounts receivable, inventory, equipment, contracts, intellectual property, investment property and general intangibles (including, but not limited to, any contract rights)) and all products and proceeds (including insurance proceeds) thereof, subject only to permitted liens on certain assets. Subject to any regulatory limitations applicable to the Regulated Entities, Agent, for itself and the Lenders, will also receive a collateral assignment of any management services agreement to which any loan party is a party. The Borrowers will also use commercially reasonable efforts to obtain landlord waivers in favor of Agent for the headquarters of the Company and each other leased location of the Company and its subsidiaries (other than any such subsidiary which is a Regulated Entity) where material books and records are maintained. Such security interests shall secure all obligations under the Facilities and all obligations owing to the Lenders and their affiliates in respect of hedging arrangements (with the payment of the required hedging arrangements being pari passu with the obligations under the Facilities and any other hedging arrangements being behind the obligations under the Facilities).

Agent, for itself and Lenders, shall receive a first priority pledge of all outstanding equity securities of each Borrower and each of their domestic subsidiaries (including, without limitation, the Restricted Entities and the Regulated Entities) and 65% of outstanding equity securities of foreign subsidiaries. Any transfer of a controlling interest in the Restricted Entities and Regulated Entities pursuant to such pledge will be subject to applicable regulatory consents and approvals, including the prior approval of the New Jersey Department of Banking and Insurance, the Texas Department of Insurance, the Wisconsin Office of the Insurance Commissioner and the Arizona Department of Insurance.

Guarantees:

Obligations under the Facilities to be guaranteed by all subsidiaries of each Borrower and by Holdings. Holdings to be a single purpose entity, conduct no business other than ownership of the equity securities of each Borrower and incur no indebtedness except as permitted in the loan

documentation. Notwithstanding the foregoing, it is understood and agreed that none of the Restricted Entities or the Regulated Entities will provide a guarantee.

Conditions to Closing:

Subject to the Funds Certain Provision, the closing conditions are set forth below:

Consummation of the acquisition of Company on terms and conditions consistent with the acquisition documents, such terms and conditions to be reasonably acceptable to the Initial Lenders (it being acknowledged and agreed that the draft of that certain Agreement and Plan of Merger distributed to the Initial Lenders on July 14, 2013 shall be deemed acceptable to the Initial Lenders). All post-closing purchase price adjustments in favor of the purchaser shall be distributed to Company.

The Borrowers' minimum cash equity plus rollover equity from seller (collectively, the "Invested Capital") is an amount not less than \$ _____ and the Invested Capital is no less than (_____ %) of the pro forma capitalization (defined as Invested Capital plus funded debt on the Closing Date) on the Closing Date.

After giving effect to the funding of the Loans at close and payment of all costs and expenses, maximum outstanding Revolving Loan of \$1,000,000.

After giving effect to the funding of the Loans at close and the payment of all related costs and expenses, the ratio of funded total debt to most recent trailing twelve (12) month EBITDA of Holdings and its subsidiaries, as adjusted in a manner agreed upon by the Initial Lenders and Holdings, shall not exceed _____.

At closing, trailing twelve (12) month EBITDA of Holdings and its subsidiaries, as adjusted in a manner agreed upon by the Initial Lenders and Holdings, calculated as of the most recent month-end for which financial statements are available (calculated by including (i) adjustments (other than synergies) set forth in accounting reports received by the Initial Lenders prior to the date hereof, (ii) other adjustments acceptable to the Initial Lenders and (iii) synergies of \$ _____) to be no less than \$ _____.

All documentation and other information required by regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations, including, but not limited to, the PATRIOT Act.

The Loan Parties shall have at least \$ _____ in the aggregate of unrestricted cash and cash equivalent investments on deposit in deposit accounts maintained in the United States.

Receipt of financial statements for the Company and its direct and indirect subsidiaries for the month ended April 30, 2013 and each month

ending thereafter and not less than forty-five (45) days prior to the Closing Date, each in a form consistent with the financial statements delivered to Agent and the Lenders for periods prior to April 30, 2013.

Consents and approvals of the New Jersey Department of Banking and Insurance, the Texas Department of Insurance and the Wisconsin Office of the Commissioner of Insurance (and any other regulatory approval) required to consummate the transaction.

All representations and warranties set forth in the loan documentation with respect to Superior Vision and its subsidiaries and Merger Sub shall be true and correct in all material respects (except to the extent that any such representation and warranty is qualified by materiality or material adverse effect, in which instance such representation and warranty shall be true and correct in all respects).

Notwithstanding anything in this Term Sheet, the Commitment Letter or the Fee Letters to the contrary, (i) the only representations and warranties relating to Company and its subsidiaries, the accuracy of which will be a condition to the availability of the Facilities on the Closing Date will be (a) the representations made by or on behalf of Company and its subsidiaries in the merger agreement as are material to the interests of Agent and the Lenders (but only to the extent that Holdings has the right to terminate or cause the termination of its or their obligations under the merger agreement or the right not to consummate the transactions contemplated by the merger agreement as a result of a breach of such representations and warranties in the merger agreement) and (b) the Specified Representations (as defined below) with respect to the Company and its subsidiaries and (ii) the terms of the loan documents governing the Facilities will be such that they do not impair the availability of the Facilities on the Closing Date if the conditions expressly set forth in this Conditions to Closing paragraph are satisfied (it being understood that to the extent any security interest in the collateral (other than any collateral a security interest in which may be perfected by the filing of a UCC financing statement or by intellectual property filings with the United States Patent and Trademark Office or the United States Copyright Office, or the taking delivery of possession of a stock, limited liability company or partnership certificate of a loan party (but only if perfection can be effected via possession and the equity certificates of such loan party are so certificated as of the date hereof)) is not perfected on the Closing Date after use of commercially reasonable efforts to do so, the perfection of such security interest will not constitute a condition precedent to the availability of the Facilities on the Closing Date but, instead, shall be accomplished on a post-closing basis pursuant to arrangements and on a post-closing timeline mutually acceptable to Agent and the Borrowers. As used herein, "Specified Representations" means representations contained in the definitive loan documents relating to: organization; existence; requisite power and authority; qualification; due authorization, execution, delivery and enforceability of the definitive loan documents; solvency; use of proceeds; margin stock; litigation seeking to enjoin the consummation of

the Facilities; status of Holdings as a holding company; no violations under or conflicts with, applicable laws or charter documents as it relates to, execution, delivery and performance of the definitive loan documents, the investment company act; status of the Facilities as senior debt; creation, perfection and priority of security interests in the collateral (subject to permitted liens and clause (ii) of the preceding sentence); and money laundering, Patriot Act, OFAC and other anti-terrorism laws. This paragraph is referred to as the "Funds Certain Provision".

The funding by each Initial Lender of the Commitment of such Initial Lender on the Closing Date; provided, that if any Initial Lender fails to fund on the Closing Date (the amount not funded by such Initial Lender, the "Shortfall"), the remaining Initial Lender shall remain obligated to fund if an alternative financing arrangement satisfactory to the remaining Initial Lender in an amount not less than the Shortfall is obtained by the Borrowers prior to the Closing Date.

Other Terms and Conditions:

Other terms and conditions to include, without limitation:

The loan documents shall contain, among other provisions, affirmative and negative covenants customary for financings of this type, including without limitation the following:

Restrictions on the incurrence of debt, granting of liens, making of distributions and making of investments, subject to permitted exceptions to be agreed, including permitting domestic acquisitions by any Borrower subject to maximum purchase price caps and other conditions to be specified in the loan documentation.

Restrictions to be mutually agreed on the amount of cash investments and guarantees of debt from any loan party to any Regulated Entity.

Limitations on transactions between the Borrowers and their officers, directors, employees and affiliates.

No mergers or sale or other disposition of any Borrower or any of its subsidiaries, or of any portion of any Borrower's assets, subject to permitted exceptions to be agreed.

Requirements that Nautic and its affiliates maintain voting control of each Borrower's board of directors or other similar governing body.

Requirements to maintain insurance with levels and coverages reasonably acceptable to Agent, comply with laws, permit inspections and audits by Agent, satisfy taxes when due and remediate environmental problems and otherwise comply with environmental laws.

Interest Rate Protection:

Within one-hundred eighty (180) days of the closing date, the Borrowers will be required to purchase interest rate protection, in form and substance satisfactory to Agent, equal to at least fifty percent (50%) of

the outstanding principal amount of the Term Loans and having a term of at least three (3) years (after taking into account any interest rate protection currently in place with respect to Superior Vision pursuant to and in accordance with the Existing Credit Agreement).

Voting:

Required Lenders holding greater than fifty percent (50%) of the Commitments; provided, that if there are only two (2) Lenders, then Required Lenders means both Lenders (affiliated Lenders being considered one (1) Lender for this purpose). Consent of all Lenders (or all affected Lenders, as specified in the loan document definitions) to increase commitments, extend the revolving loan commitment, reduce principal, interest or fees, extend scheduled payments, release guarantees and release all or substantially all collateral. Consent of the Lenders holding majority of affected Term Loans to modify timing or application of mandatory prepayments. Voting rights will be restricted for lenders holding a specified level of junior debt and/or equity capital position in the Borrowers.

Assignments and Participations:

Assignments in minimum acceptable amounts by the Lenders to financial institutions (in all cases excluding (x) Nautic and its affiliates and (y) a Disqualified Institution (as defined below)) with (i) Agent's approval, such approval not to be unreasonably withheld and (ii) the Borrowers' approval so long as no Event of Default is outstanding. Notwithstanding the foregoing, during the continuance of an Event of Default with respect to (x) payment, to the extent such payment default continues to exist after one hundred eighty (180) days following the occurrence of such payment default, or (y) bankruptcy, assignments or other transfers may be made to or by the Lender or any of its controlled investment affiliates (collectively, a "Disqualified Institution"). Participations by the Lenders with voting rights limited to matters subject to consent of all of the Lenders. The form of assignment attached to the definitive credit agreement or any other applicable transfer document shall include a representation that the assignee is not a Disqualified Institution. Agent may conclusively rely on such representation with respect to whether the applicable assignment or other transfer is being made to a Disqualified Institution.

Governing Law:

New York

Exclusivity:

From the date of acceptance of the Commitment, there shall be no competing offer, placement or arrangement of any senior credit financing by or on behalf of the Borrowers, and the Borrowers will immediately advise the Lenders if any such transaction is contemplated.

EXHIBIT B

Company Material Adverse Effect

“Company Material Adverse Effect” means, with respect to the Company and the Business Subsidiaries, any event, change, circumstance or effect that is materially adverse to the business, operations, condition (financial or otherwise), assets, liabilities or results of operations of the Company and the Business Subsidiaries, taken together as a whole; provided, however, that none of the following, individually or in the aggregate, shall constitute or shall be considered in determining whether there has occurred, and no event, circumstance, change or effect resulting from or arising out of or based upon, individually or in the aggregate, any of the following shall constitute a Company Material Adverse Effect: (i) any change generally affecting United States or global political, economic, regulatory or business conditions, (ii) any change generally affecting United States or global financial, credit or capital market conditions, including interest rates or exchange rates, currency deflation, consumer price or cost of living index inflation or any changes therein, (iii) any military action, war, civil insurrection or any act of terrorism, or any escalation thereof (whether or not involving armed hostilities), (iv) earthquakes, hurricanes, floods, tsunamis, tornados or other acts of God, natural disasters or calamities, (v) any change in GAAP or other accounting requirements after the date hereof, (vi) any change in any Law issued by any Governmental Entity after the date hereof, (vii) the identity of Parent or any of its affiliates as the acquirer of the Company, (viii) any action taken by Parent, Merger Sub, Parent Holdco or the Company out of the Ordinary Course of Business and pursuant to the express requirements of this Agreement (including any adverse event, change, circumstance or effect to the extent it results from Parent’s refusal to permit the Company upon the Company’s reasonable request to take any of the actions specified in Section 7.01 hereof), and (ix) any adverse event, change, circumstance or effect that occurs after the date of this Agreement, is capable of cure and is cured by the Company and/or Business Subsidiaries within thirty (30) days after the occurrence of such event, change, circumstance or effect and in any event at least three (3) business days before the Closing Date (except, with respect to each of the clauses (i) through (vi), to the extent that there is a materially disproportionate effect on the Business as compared to other similarly situated participants in the industries in which the Company and the Business Subsidiaries operate).

SCHEDULE I

Commitments

Initial Lender	Term Loan	Revolving Loan	Lender Total
Total			