

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

AVENTINE RENEWABLE ENERGY
HOLDINGS, INC., a Delaware Corporation, *et al.*,

Debtors.¹

Chapter 11

Case No. 09-11214 (KG)

(Jointly Administered)

RE: D.I. 783

**STIPULATION BY AND BETWEEN THE DEBTORS AND THE PREPETITION
AGENT ALLOWING THE CLAIMS OF, AND GRANTING LIMITED RELEASES TO,
THE PREPETITION AGENT AND PREPETITION LENDERS**

WHEREAS, on April 7, 2009 (the "Petition Date"), the above captioned debtors and debtors in possession (collectively, the "Debtors") each filed voluntary petitions for relief under title 11 of the United States Code (the "Bankruptcy Code"), thereby commencing the above captioned bankruptcy cases (collectively, the "Cases");

WHEREAS, on September 8, 2009, JPMorgan Chase Bank, N.A. ("JPM"), as administrative agent (in such capacity, the "Prepetition Agent") for Bank of America, N.A., BMO Capital Markets Financing, Inc., JPMorgan Chase Bank, N.A., Siemens Financial Services, Inc., UBS Loan Finance LLC, Wachovia Bank, National Association, and Wells Fargo Foothill, LLC (collectively, in their capacity as prepetition lenders, the "Prepetition Lenders") timely filed a proof of claim on behalf of itself and each of the Prepetition Lenders in each of the Cases (claim numbers 417 through 423²; collectively, the "Agent Proofs of Claims") in the aggregate amount for all such Agent Proofs of Claim of not less than \$40,435,362.00 (the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Aventine Renewable Energy Holdings, Inc. (9368), Aventine Renewable Energy, LLC (0195), Aventine Renewable Energy, Inc. (8352), Aventine Renewable Energy – Aurora West, LLC (9285), Aventine Renewable Energy – Mt Vernon, LLC (8144), Aventine Power, LLC (9343), and Nebraska Energy, L.L.C. (1872). The corporate headquarters address for all of the Debtors is 120 North Parkway Drive, Pekin, Illinois 61554.

² Claim numbers 417 through 423 are filed under the Claims Register maintained by the Debtors' claims agent, the Garden City Group, Inc. at <http://www.aventineinfo.com/index.php3>.

“Prepetition Lenders’ Claims”). The Prepetition Agent and Prepetition Lenders assert that the Prepetition Lenders’ Claims consist of, as of the Petition Date: (a) unpaid principal in the aggregate amount of at least \$18,354,967.00, (b) undrawn letters of credit in the aggregate amount of at least \$21,961,363.00, (c) accrued but unpaid interest in the aggregate amount of at least \$31,745.00, (d) prepetition charges, fees, costs and expenses totaling at least \$87,287.00, and (e) any and all other fees, expenses, costs, additional accrued interest, charges, and any and all other debts or obligations of the Debtors to the Prepetition Agent and Prepetition Lenders pursuant to, and to the fullest extent provided for under applicable law, whether contract, tort, statutory or otherwise, and certain loan documents, including, without limitation, those notes, security agreements, assignments, pledges, mortgages, deeds of trust, guaranties, forbearance agreements, credit agreements, and other instruments or documents listed on Exhibit A to the Agent Proofs of Claims (collectively, the “Claim Documents”);

WHEREAS, as of the date hereof, no objections have been filed to the Prepetition Lenders’ Claims;

WHEREAS, on September 8, 2009, Wachovia Bank, National Association filed a proof of claim on behalf of itself in each of the Cases (claim numbers 410 through 416) in the aggregate amount for all such claims of not less than \$37,403,616.00 and Wells Fargo Foothill, LLC filed a proof of claim on behalf of itself in each of the Cases (claim numbers 402 through 408) in the aggregate amount for all such claims of not less than \$37,403,616.00 (collectively, the “Wachovia/Wells Fargo Proofs of Claims”);

WHEREAS, on December 4, 2009, the Debtors filed their *Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* [Dkt. No. 587] (the “Plan”),³ whereby

³ Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Plan.

the Debtors classified the claims of the Prepetition Agent and Prepetition Lenders as Classes 2(a) through 2(f);

WHEREAS, in connection with their negotiations concerning the Plan and the treatment of the Prepetition Agent's and Prepetition Lenders' claims thereunder, the Debtors and the Prepetition Agent have agreed that (i) the Prepetition Lenders' Claims shall be Allowed Claims for all purposes in these Cases in the amounts and to the fullest extent set forth in this Stipulation, (ii) the Wachovia/Wells Fargo Proofs of Claims shall be expunged in their entirety as duplicative of the Agent Proofs of Claims, and (iii) effective upon the Effective Date, the Prepetition Agent and Prepetition Lenders shall be granted limited releases on the terms set forth herein.

NOW THEREFORE, it is STIPULATED and AGREED that:

1. Each of the Prepetition Lenders' Claims evidenced by the Agent Proofs of Claims shall constitute an Allowed Claim⁴ in each of the Cases as of December 31, 2009, in the aggregate amount for all such Allowed Claims of \$27,764,967.00 on account of the outstanding principal loan balance (the "Allowed Principal Obligation Claim"), together with a contingent claim in the aggregate amount of \$8,895,000 on account of outstanding letters of credit (the "Allowed Contingent LC Claim"). To the extent an outstanding letter of credit is properly drawn after December 31, 2009 and prior to the Effective Date of the Plan, the amount of such draw shall be removed from the Allowed Contingent LC Claim and added to the Allowed Principal Obligation Claim. To the extent after December 31, 2009 and prior to the Effective Date an outstanding letter of credit (1) matures without being drawn or (2) is both (A) released in writing to the Prepetition Agent, in whole or in part by the beneficiary and (B) in the case of a release in

⁴ A breakdown of the Allowed Principal Obligation Claim and Allowed Contingent LC Claim as of December 31, 2009 is set forth on Exhibit A attached hereto.

whole, the original of such letter of credit is returned to and received by the Prepetition Agent or, if such letter of credit has been lost, then through the completion and delivery of an affidavit and indemnity agreement setting forth that such letter of credit has been lost and indemnifying the Prepetition Agent on terms customary for the Prepetition Agent in such circumstances, or in the case of a partial release, such letter of credit is amended on terms and conditions reasonably acceptable to the Prepetition Agent, the Allowed Contingent LC Claim shall be reduced by an amount equal to (i) if such letter of credit has matured or been released in whole, the entire undrawn amount of such letter of credit immediately prior to such maturity or release in whole or (ii) if such letter of credit has been partially released, the undrawn amount thereof so partially released. Following the Effective Date of the Plan, the Allowed Contingent LC Claim shall be handled as provided for in the Plan.

2. (a) In addition to the Allowed Principal Obligation Claim and the Allowed Contingent LC Claim, the Prepetition Agent and the Prepetition Lenders shall be entitled, at the time of payment in satisfaction of the Allowed Principal Obligation Claim and/or Allowed Contingent LC Claim in accordance with the Plan, to an Allowed Claim for (i) any unpaid interest, fees and other costs to which they are entitled under any and all of the Claim Documents, the Final DIP Order (as defined below) or as otherwise permitted by Section 506(b) of the Bankruptcy Code and (ii) any and all reasonable and necessary costs and expenses incurred by the Prepetition Agent and any of the Prepetition Lenders in complying with their obligations under subclauses (v) and (vi) of paragraph 2(b) of this Stipulation. The Prepetition Agent and Prepetition Lenders shall submit a summary invoice (“Additional Amount Invoice”) to the Debtors detailing such amounts of unpaid interest, fees, and other costs and the Debtors, and/or the Reorganized Debtors, shall pay all such amounts by the date (the “Additional Amount

Payment Date”) that is the later of ten (10) business days after submission of said invoice or the time of payment in satisfaction of the Allowed Principal Obligation Claim; provided, that if any of the Debtors, and/or the Reorganized Debtors, object to the reasonableness or entitlement to any such unpaid interest, fees, and other costs, and cannot resolve such objection within the time for payment above, the Debtors, and/or the Reorganized Debtors, shall file an objection with the Court on or before the applicable Additional Amount Payment Date (and unless otherwise settled by the parties, such disputed amount shall be determined by the Court); provided, further, that the Debtors, and/or the Reorganized Debtors, shall timely pay in accordance with this paragraph the undisputed unpaid interest, fees, and other costs reflected on any invoice to which an objection has been timely filed. Notwithstanding the foregoing, the Prepetition Agent and Prepetition Lenders acknowledge and agree that all (i) interest and letter of credit fees accruing through December 31, 2009 have been paid in full; (ii) no prepayment penalty (other than any Eurodollar Loans break funding costs payable under Section 2.16 of the Prepetition Credit Agreement) is or will become owing by the Reorganized Debtors pursuant to any Claim Document as a result of the payment of the Allowed Principal Obligations Claim; and (iii) notwithstanding any other provision in any Claim Document or the Final DIP Order or Section 506(b) of the Bankruptcy Code, no commitment fee, administrative fee, participation fee, fronting fee or other fees will accrue under Section 2.12 of the Prepetition Credit Agreement or any other Claim Document on and after the Effective Date with respect to any Existing LC other than the letter of credit service fees payable pursuant to clause (a) of Article IV.B.1.b.(i) of the Plan and pursuant to Exhibit B of this Stipulation.

(b) On the Effective Date of the Plan, in accordance with Section IV.B.1 of the Plan and subject to all terms and conditions of this Stipulation:

(i) the Debtors, and/or the Reorganized Debtors, shall (x) pay the Prepetition Agent, for distribution in accordance with the Claim Documents, an amount equal to the Allowed Principal Obligation Claim as of the Effective Date and (y) deposit funds in the LC Collateral Account in an amount equal to 110% of the Allowed Contingent LC Claim as of the Effective Date;

(ii) to the extent any Additional Amount Payment Date for any Additional Amount Invoice is on or prior to the Effective Date, the Debtors, and/or the Reorganized Debtors, shall, on the Effective Date, (x) pay the Prepetition Agent, for distribution in accordance with the Claim Documents, an amount equal to the undisputed costs reflected on such Additional Amount Invoice and (y) place in escrow, pursuant to an escrow agreement, and with an escrow agent, each mutually satisfactory to the Prepetition Agent, each Prepetition Lender, as applicable, and the Reorganized Debtors, an amount equal to the disputed costs reflected on such Additional Amount Invoice. Amounts held in escrow pursuant to this subclause (ii) shall be paid in accordance with paragraph 2(a) above; provided that all parties to this Stipulation shall be entitled to request an expedited hearing before the Court, on no less than five (5) days notice to all parties to this Stipulation, for an order to adjudicate the reasonableness or entitlement, in accordance with paragraph 2(a) above, of the Prepetition Agent or any Prepetition Lender to any disputed amount of the Prepetition Agent's or such Prepetition Lender's Additional Amount Invoice;

(iii) to the extent any Additional Amount Invoice has been delivered to the Debtors but the Additional Amount Payment Date for such Additional Amount Invoice is after the Effective Date, the Debtors, and/or the Reorganized Debtors, shall, (x) on the Effective Date if such Additional Amount Invoice is delivered at least one Business Day prior to the

Effective Date, or (y) otherwise within two Business Days after delivery of such Additional Amount Invoice, place in escrow, pursuant to an escrow agreement, and with an escrow agent, each mutually satisfactory to the Prepetition Agent, each Prepetition Lender, as applicable, and the Reorganized Debtors, an amount equal to the costs reflected on such Additional Amount Invoice. Amounts held in escrow pursuant to this subclause (iii) shall be paid in accordance with paragraph 2(a) above; provided that all parties to this Stipulation shall be entitled to request an expedited hearing before the Court, on no less than five (5) days notice to all parties to this Stipulation, for an order to adjudicate the reasonableness or entitlement, in accordance with paragraph 2(a) above, of the Prepetition Agent or any Prepetition Lender to any disputed amount of the Prepetition Agent's or such Prepetition Lender's Additional Amount Invoice;

(iv) any and all Liens held by the Released Parties on the Debtors' or Reorganized Debtors' assets or property (including all Collateral as such term is variously defined in the Claim Documents) (other than the LC Collateral Account and any funds deposited therein and the Prepetition Lender Claim Escrow and any funds deposited therein) (the "Released Property") shall be extinguished, nullified and void; and the Released Parties shall, at the cost of the Reorganized Debtors, grant, assign, deliver and release unto, and cause to reinvest in, the Reorganized Debtors any and all rights and interests that the Prepetition Agent or any Prepetition Lender or any other Released Party has or may have in any Released Property;

(v) the Prepetition Lenders and the Prepetition Agent shall (x) return, or cause to be returned, to the Reorganized Debtors all Released Property held by or subject to the control of the Prepetition Lenders or the Prepetition Agent, together with appropriate transfer documents, where necessary, and (y) execute, deliver, acknowledge and authorize the filing of, as appropriate, all Uniform Commercial Code termination statements, all releases of real

property, motor vehicles, patents, trademarks, copyrights and related assets, all releases of blocked account and lockbox agreements with depository institutions, and all other specific releases as reasonably requested by the Reorganized Debtors in connection with this Stipulation; and

(vi) the Prepetition Lenders and the Prepetition Agent shall (x) use their commercially reasonable efforts to cause (and hereby irrevocably direct) all trustees, agents and other third parties (“Bailees”), if any, who hold Released Property or any interest therein for the benefit of the Released Parties to release all such interests in the Released Property, to deliver such Released Property to the Reorganized Debtors, and to take all other actions described in clause (v) above; and (y) hereby irrevocably direct all insurers to release all designations of the Prepetition Lenders and the Prepetition Agent as loss payee or additional insured on insurance policies of the Debtors or Reorganized Debtors (the Reorganized Debtors being entitled to deliver, on or after the Effective Date, a photocopy of this Stipulation to any Bailee or insurance company, and such Person being entitled to rely hereon without independent investigation).

(c) The Debtors, and/or Reorganized Debtors, shall reimburse the Prepetition Agent and Prepetition Lenders for all reasonable and necessary costs and expenses incurred by them in complying with their obligations under subclauses (v) and (vi) of paragraph 2(b) hereof pursuant to the procedures set forth in paragraphs 2(a), (b)(ii), and (b)(iii) of this Stipulation; provided, that such reimbursement shall not be a condition precedent to the effectiveness of the agreements and obligations set forth in paragraph 2(b) hereof.

3. Subject to and effective as of the Effective Date of the Plan, the Debtors, and/or the Reorganized Debtors, reaffirm the indemnification obligations set forth in Section 9.03 of the Credit Agreement (as defined in the Final DIP Order), with respect to letters of credit

outstanding as of the Effective Date of the Plan, provided that the Debtors or Reorganized Debtors, shall not be required to cash collateralize or otherwise reserve or escrow funds on account of any potential indemnification claim that might be asserted by the Prepetition Agent or the Prepetition Lenders

4. The Debtors and/or the Reorganized Debtors acknowledge and agree that, as of the date hereof and further subject to and effective as of the Effective Date of the Plan, each Debtor, and/or Reorganized Debtor, hereby releases, discharges, agrees to hold harmless and covenants not to sue the Prepetition Agent, any and all of the Prepetition Lenders and any and all of their respective representatives, agents, employees, attorneys, directors, officers, parents, affiliates, assigns, insurers, subsidiaries, and their successors and assigns, solely in their capacities as such (collectively, the “Released Parties”) from and on account of any and all claims, defenses, affirmative defenses, setoffs, counterclaims, actions, causes of action, suits, controversies, agreements, provisions, liabilities and demands in law or in equity, whether known or unknown (collectively, the “Claims”) which any Debtor ever had, now has, or may hereafter have against or related to the Released Parties through the date hereof, to the extent such Claims relate to or arise out of any of the Claim Documents or any of the transactions described therein, the administration of any of the Claim Documents, or any of the Cases; provided, however, that the foregoing release, for the avoidance of doubt, shall in no way constitute a release of or in any way impair any defenses or claims that the Debtors possess, whether or not the Debtors have asserted any such defenses or claims to date, with respect to (i) any claim asserted by the Prepetition Agent or the Prepetition Lenders pursuant to paragraph 2 of this Stipulation, (ii) any full or partial draw of an outstanding letter of credit, or any other action taken with respect to an outstanding letter of credit after the date hereof, (iii) any claim for

indemnification that may be asserted by the Prepetition Agent or the Prepetition Lenders (iv) any continuing obligation on account of any depository account maintained by any of the Reorganized Debtors with any Prepetition Lender, (v) the duties and obligations of the Released Parties under this Stipulation (including paragraph 2(b) hereof and Exhibit B hereto) and any escrow agreement executed pursuant hereto, and (vi) the obligations of the Prepetition Agent or any Prepetition Lender under Section 9.12 of the Prepetition Credit Agreement in respect of confidentiality to the extent of any Information (as defined under Section 9.12 of the Prepetition Credit Agreement) that has not already been publicly disclosed during the course of the Cases. Additionally, notwithstanding the foregoing, the Debtors, the Prepetition Agent, and the Prepetition Lenders acknowledge the dispute that forms the basis for the claims now pending before the Circuit Court for the Tenth Judicial Circuit, Tazewell County, Illinois in *Aventine Renewable Energy, Inc. v. JP Morgan Securities, Inc. and JP Morgan Chase Bank, N.A.*, case number 08 L 142. Neither the foregoing release nor any other provision of this Stipulation shall be deemed to release, prejudice, or affect in any way the claims that are currently alleged in that proceeding or any claims that in the future may be alleged in that proceeding, in an arbitration proceeding, or in a proceeding in any other forum, related to or based in whole or part on the claims that are currently alleged in that proceeding.

5. The Wachovia/Wells Fargo Proofs of Claims shall be deemed expunged as duplicative of the Agent Proofs of Claims upon entry of an order by the Court approving this Stipulation.

6. Effective as of the Effective Date of the Plan, the terms set forth on Exhibit B attached hereto shall govern the rights of the Debtors, the Reorganized Debtors, the Prepetition Agent, the Issuing Bank (as defined under the credit agreements included in the

Claim Documents), and the Prepetition Lenders with respect to the LC Collateral Account, the LC Obligations, and any and all Existing LCs.

7. Any order entered confirming the Plan shall include a provision that references and incorporates this Stipulation in its entirety into such order and the Plan.

8. Except for the acknowledgment set forth in the last sentence of paragraph 2(a) above, nothing herein shall prejudice any rights or other entitlements granted to the Prepetition Agent or Prepetition Lenders pursuant to the Bankruptcy Code or that certain *Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363(c), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), and 364(e) and Fed. R. Bankr. P. 2002, 4001 and 9014 (I) Authorizing Debtors (A) to Obtain Post-Petition Secured Financing and (B) to Utilize Cash Collateral and (II) Granting Adequate Protection to Pre-Petition Secured Parties* [Dkt. No. 141] (the “Final DIP Order”), including, without limitation, the Prepetition Agent’s and Prepetition Lenders’ rights to post-petition interest and reimbursement of any and all costs and expenses, pursuant to and to the fullest extent provided under applicable law, whether contract, tort, statutory or otherwise, and the Claim Documents, incurred after the Petition Date, or the Debtors or other parties’ rights to dispute any such amounts claimed.

9. In the event of any inconsistency between the terms and conditions of (a) the Plan, the Disclosure Statement, the Final DIP Order, and/or the LC Collateral Account Stipulation, on the one hand, and (b) any terms and conditions of this Stipulation, on the other hand, the terms and conditions of the Plan shall control.

10. In the event any of Classes 2(a) through 2(f) of the Plan does not vote to accept the Plan, the Plan is not confirmed, or the Plan does not become effective, then this Stipulation shall be null and void and of no force and effect. Additionally, this Stipulation is

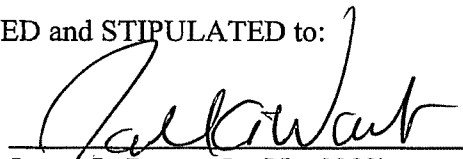
subject to approval by the Court. In the event the Court does not approve this Stipulation, this Stipulation shall be null and void and of no force and effect.

11. This Court shall retain jurisdiction over all matter pertaining to the implementation, interpretation, and enforcement of the terms of this Stipulation.

12. From time to time after the Effective Date, upon reasonable request by the Reorganized Debtors, the Prepetition Agent and (to the extent applicable) each of the Prepetition Lenders shall, and shall use commercially reasonable efforts to cause all Bailees and other appropriate Persons to, without further consideration other than payment or reimbursement by the Debtors, and/or the Reorganized Debtors, for any reasonable and necessary costs and expenses (including reasonable attorneys' fees and expenses), promptly execute, deliver, acknowledge and authorize the filing of all such further releases, terminations and other documents, agreements, certificates and instruments ("Further Documents") and do such further acts (together with all such acts regarding such Further Documents, "Further Acts") as the Reorganized Debtors may reasonably require to more effectively evidence or effectuate the transactions contemplated by paragraph 2(b) of this Stipulation. Each Prepetition Lender hereby irrevocably grants to the Prepetition Agent full power and authority to do all necessary or appropriate Further Acts as agent for, and on behalf of, such Prepetition Lender in accordance with the terms of this Stipulation without joinder of such Prepetition Lender. All Further Documents shall, if appropriate, be in proper form for filing or registration in all relevant public offices.

AGREED and STIPULATED to:

By:

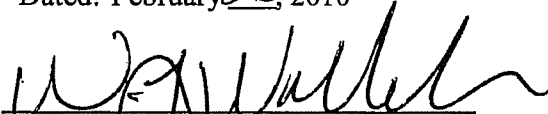


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Counsel to the Debtors

Dated: February 23, 2010

By:



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Kevin G. Collins (No. 5149)
BIFFERATO LLC
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-and-

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Tel. (214) 220-7700
Fax (214) 999-7905

Counsel to the Prepetition Agent

Dated: February 23, 2010

BANK OF AMERICA, N.A., individually as
a Prepetition Lender

By: 
Name: Peter M. Walther
Title: Senior Vice President

UBS LOAN FINANCE LLC, individually
as a Prepetition Lender

By: _____
Name: _____
Title: _____

WELLS FARGO FOOTHILL, LLC,
individually as a Prepetition Lender

By: _____
Name: _____
Title: _____

**BANK OF AMERICA, N.A., individually as
a Prepetition Lender**

By: _____
Name: _____
Title: _____

**UBS LOAN FINANCE LLC, individually
as a Prepetition Lender**

By: Mary E. Evans Arja R. Otsa
Name: Mary E. Evans Arja R. Otsa
Title: Associate Director Associate Director
Banking Products Banking Products
Services, US Services, US

**WELLS FARGO FOOTHILL, LLC,
individually as a Prepetition Lender**

By: _____
Name: _____
Title: _____

BANK OF AMERICA, N.A., individually as
a Prepetition Lender

By: _____
Name: _____
Title: _____

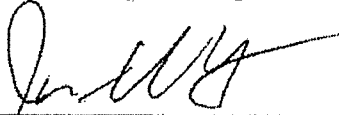
UBS LOAN FINANCE LLC, individually
as a Prepetition Lender

By: _____
Name: _____
Title: _____

WELLS FARGO FOOTHILL, LLC,
individually as a Prepetition Lender
(now known as Wells Fargo Capital Finance, LLC)

By: Jennifer Long
Name: Jennifer Long
Title: AVP

**BMO CAPITAL MARKETS FINANCING,
INC.,** individually as a Prepetition Lender

By: 
Name: Jason M. Clary
Title: Vice President

SIEMENS FINANCIAL SERVICES, INC.,
individually as a Prepetition Lender

By: _____
Name: _____
Title: _____

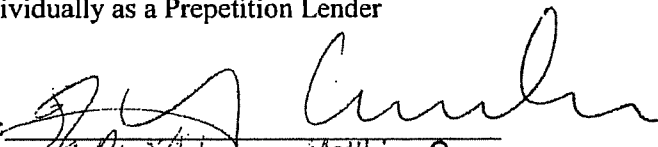
**WACHOVIA BANK, NATIONAL
ASSOCIATION,** individually as a
Prepetition Lender.

By: _____
Name: _____
Title: _____

—
**BMO CAPITAL MARKETS FINANCING,
INC.,** individually as a Prepetition Lender

By: _____
Name: _____
Title: _____

SIEMENS FINANCIAL SERVICES, INC.,
individually as a Prepetition Lender

By: 
Name: Matthias Grossmann
Title: Sr. VP & CFO

—
**WACHOVIA BANK, NATIONAL
ASSOCIATION,** individually as a
Prepetition Lender

By: _____
Name: _____
Title: _____

**BMO CAPITAL MARKETS FINANCING,
INC., individually as a Prepetition Lender**

By: _____
Name: _____
Title: _____

**SIEMENS FINANCIAL SERVICES, INC.,
individually as a Prepetition Lender**

By: _____
Name: _____
Title: _____

**WACHOVIA BANK, NATIONAL
ASSOCIATION, individually as a
Prepetition Lender**

By: _____
Name: Jennifer Forge
Title: AVP

EXHIBIT A
(Prepetition Claim as of December 31, 2009)

<u>Prepetition Lender</u>	<u>Principal</u>	<u>Letters of Credit</u>
Bank of America, N.A.	\$ 4,442,395.00	\$ 1,423,200.00
BMO Capital Markets Financing, Inc.	\$ 3,054,146.00	\$ 978,450.00
JPMorgan Chase Bank, N.A. (as Agent and Prepetition Lender)	\$ 5,275,344.00	\$ 1,690,050.00
Siemens Financial Services, Inc.	\$ 3,054,146.00	\$ 978,450.00
UBS Loan Finance LLC	\$ 4,442,395.00	\$ 1,423,200.00
Wachovia Bank, National Association	\$ 3,054,146.00	\$ 978,450.00
Wells Fargo Foothill, LLC	\$ 4,442,395.00	\$ 1,423,200.00
SUBTOTAL:	\$ 27,764,967.00	\$ 8,895,000.00
TOTAL:		\$36,659,967.00

EXHIBIT B
(The LC Supplement to Stipulation)

Subject to entry of an order by this Court confirming the Plan and further subject to Article IV.B.1.b.(i) of the Plan to the fullest extent applicable, the following terms of this Exhibit B (this "LC Supplement") shall govern the rights of the Debtors, the Reorganized Debtors, the Prepetition Agent, the Issuing Bank, and the Prepetition Lenders with respect to the LC Collateral Account, the LC Obligations, and any and all Existing LCs. The following capitalized terms not otherwise defined in this Stipulation shall have the respective meanings ascribed thereto in the Plan.

1. General. All terms of the Prepetition Secured Credit Facility, including Section 2.06 of that certain Credit Agreement dated as of March 23, 2007 by and among the Reorganized Debtors, the Prepetition Agent and the Prepetition Lenders (the "Prepetition Credit Agreement"), the LC Collateral Account Stipulation, and the Plan are referenced and incorporated herein to the extent that same (i) hereby subject and bind the Reorganized Debtors to all terms therein applicable to the Borrowers (as defined in the Prepetition Credit Agreement) and/or the Debtors, (ii) apply to the LC Collateral Account, the LC Obligations, and/or any and all Existing LCs, and (iii) do not conflict with any terms of this LC Supplement or with any other terms of this Stipulation, of which this LC Supplement is a part. In the event of any inconsistency between the terms and conditions of (a) the Prepetition Secured Credit Facility, the LC Collateral Account Stipulation, and the Plan, on the one hand, and (b) any terms and conditions of this LC Supplement or any other terms and conditions of this Stipulation, of which this LC Supplement is a part, on the other hand, the terms and conditions of the Plan shall control.

2. Rights, Liens and Security Interests in and to the LC Collateral Account.

(a) All rights, liens, and security interests in and/or related to the LC Collateral Account granted to JPM pursuant to the Prepetition Secured Credit Facility, the LC Collateral Account Stipulation, or otherwise, including, without limitation, the Priority Reimbursement Right (as defined in the LC Collateral Account Stipulation), are hereby ratified and reaffirmed by the Reorganized Debtors and deemed to be held, from and after the date of the Prepetition Credit Agreement, by JPM in its capacities as both the Issuing Bank and the Prepetition Agent, for itself and on behalf of all Prepetition Lenders.

(b) In addition to the above, subject to the terms of the Plan, the Prepetition Agent shall have exclusive dominion and control, including the exclusive right of withdrawal, over the LC Collateral Account and any contents thereof. The Reorganized Debtors agree to execute and deliver any and all documents, in form reasonably acceptable to the Prepetition Agent and Issuing Bank, evidencing the Prepetition Agent's dominion and control over the LC Collateral Account and any contents thereof.

(c) In accordance with the Prepetition Credit Agreement and the LC Collateral Account Stipulation, moneys in the LC Collateral Account shall be applied by the Prepetition Agent to reimburse the Issuing Bank for the full amount of any LC Disbursements (as defined in the Prepetition Credit Agreement), in respect of any Existing LC, for which it has not been reimbursed and, to the extent not so applied, shall be held for the satisfaction in full of the reimbursement obligations of the Reorganized Debtors for the LC Exposure (as defined in the Prepetition Credit Agreement) at such time or (subject to the consent of Prepetition Lenders with

LC Exposure representing greater than 50% of the total LC Exposure) for application to any and all other amounts in respect of any LC Obligations.

3. Reimbursement. If the Issuing Bank shall make any LC Disbursement in respect of any Existing LC, (i) the Prepetition Agent shall reimburse such LC Disbursement to the extent funds are available in the LC Collateral Account and (ii) solely to the extent sufficient funds are not available therein, the Reorganized Debtors shall reimburse such LC Disbursement by paying to the Prepetition Agent an amount equal to the full amount of any such LC Disbursement not later than 11:00 a.m., Chicago time, on the date that such LC Disbursement is made, if the Reorganized Debtors' representative, [_____] (the "Reorganized Debtors' Representative") shall have received notice of such LC Disbursement prior to 9:00 a.m., Chicago time, on such date, or, if such notice is not received by the Reorganized Debtors' Representative prior to such time on such date, then not later than 11:00 a.m., Chicago time, on (i) the Business Day (as defined in the Prepetition Credit Agreement) that the Reorganized Debtors' Representative receives such notice, if such notice is received prior to 9:00 a.m., Chicago time, on the day of receipt, or (ii) the Business Day immediately following the day that the Reorganized Debtors' Representative receives such notice, if such notice is not received prior to such time on the day of receipt; and the Reorganized Debtors hereby irrevocably authorize and instruct the Prepetition Agent to make such aforesaid reimbursement on behalf of the Reorganized Debtors from funds held in the LC Collateral Account to the extent funds are available therein. If there are insufficient funds in the LC Collateral Account to make such payment or the Reorganized Debtors fail to make such payment when due, the Prepetition Agent shall notify each Prepetition Lender of the applicable LC Disbursement, the payment then due from the Reorganized Debtors in respect thereof and such Prepetition Lender's Applicable

Percentage (as defined in the Prepetition Credit Agreement) thereof. Promptly following receipt of such notice, each Prepetition Lender shall pay to the Prepetition Agent its Applicable Percentage of the payment then due from the Reorganized Debtors on the proposed date for the respective LC Disbursement via wire transfer of immediately available funds by 2:00 p.m., Chicago time, to the account of the Prepetition Agent most recently designated by it for such purpose by notice to the Prepetition Lenders. The Prepetition Agent shall promptly pay to the Issuing Bank the amounts so received by it from the Prepetition Lenders. Promptly following receipt by the Prepetition Agent of any payment from the Reorganized Debtors pursuant to this paragraph, the Prepetition Agent shall distribute such payment to the Issuing Bank or, to the extent that Prepetition Lenders have made payments pursuant to this paragraph to reimburse the Issuing Bank, then to such Prepetition Lenders and the Issuing Bank as their interests may appear. Any payment made by a Prepetition Lender pursuant to this paragraph to reimburse the Issuing Bank for any LC Disbursement shall not constitute a Loan (as defined in the Prepetition Credit Agreement) and shall not relieve the Reorganized Debtors of their obligation to reimburse such LC Disbursement.

4. Obligations Absolute. The right of the Prepetition Agent to effect reimbursement of any LC Disbursement from funds in the LC Collateral Account and, to the extent such funds are insufficient therefor, the Reorganized Debtors' joint and several obligation to reimburse LC Disbursements as provided herein shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Stipulation and all applicable terms of the Prepetition Credit Agreement under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Existing LC or this Stipulation, or any term or provision therein, (ii) any draft or other document presented under an Existing LC proving to be

forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by the Issuing Bank under an Existing LC against presentation of a draft or other document that does not comply with the terms of such Existing LC, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this paragraph, constitute a legal or equitable discharge of, or provide a right of setoff against, the Reorganized Debtors' obligations hereunder. Neither the Prepetition Agent, the Prepetition Lenders nor the Issuing Bank, nor any of their Related Parties (as defined in the Prepetition Credit Agreement), shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Existing LC 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 Existing LC (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequences arising from causes beyond the control of the Issuing Bank; provided that the foregoing shall not be construed to excuse the Issuing Bank from liability to the Reorganized Debtors to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by the Reorganized Debtors to the extent permitted by applicable law) suffered by any Reorganized Debtor that are caused by the Issuing Bank's failure to exercise care when determining whether drafts and other documents presented under an Existing LC comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of the Issuing Bank (as finally determined by a court of competent jurisdiction), the Issuing Bank shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting

the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of an Existing LC, the Issuing Bank 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 Existing LC.

5. Disbursement Procedures. The Issuing Bank shall, promptly following its receipt thereof, examine all documents purporting to represent a demand for payment under an Existing LC. The Issuing Bank shall promptly notify the Prepetition Agent and the applicable Reorganized Debtor by telephone (confirmed by facsimile) of such demand for payment and whether the Issuing 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 the Reorganized Debtors of their obligation to reimburse the Issuing Bank and the Prepetition Lenders with respect to any such LC Disbursement to the extent funds in LC Collateral Account are insufficient therefor.

6. Return of Funds. Upon the maturity or release of all or a portion of the Existing LC, the Prepetition Agent shall cause a portion of the LC Collateral Account to be released and returned to the Reorganized Debtors in the amounts, and at the time, specified in Article IV.B.1.b.(i) of the Plan.

7. Amendment, Renewal or Extension. Notwithstanding anything to the contrary contained herein, the Prepetition Agent, Prepetition Lenders and Issuing Bank shall be under no obligation to amend, renew or extend an Existing LC.

None of the foregoing terms of this LC Supplement or of this Stipulation, of which this LC Supplement is a part, can be amended, altered, or modified absent the written consent of all parties to this Stipulation.