EXHIBIT N

FIRST AMENDMENT
TO TERM LOAN AGREEMENT

FIRST AMENDMENT dated as of March 4, 2009 (the "Amendment") to the TERM LOAN AGREEMENT, dated as of November 29, 2006, among GENERAL MOTORS CORPORATION, a Delaware corporation (the "Borrower"), SATURN CORPORATION, a Delaware corporation (the "Guarantor"), JPMORGAN CHASE BANK, N.A., a national banking corporation, as Administrative Agent (in such capacity, the "Agent") and the several financial institutions from time to time party thereto as lenders (the "Lenders").

WITNESSETH:

WHEREAS, the Borrower, the Guarantor, the Lenders and the Agent are parties to that certain Term Loan Agreement, dated as of November 29, 2006 (as in effect on the date hereof, the "Loan Agreement"); and

WHEREAS, the Borrower and the Guarantor have requested that, subject to the occurrence of the Effective Date (as hereinafter defined in Paragraph 14 below), the Lenders agree to amend the Loan Agreement as set forth in Article II hereof, all subject to and upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I. Definitions

1. As used herein, all terms that are defined in the Loan Agreement after giving effect to this Amendment shall have the same meanings herein.

ARTICLE II. Amendment

2. Amendment to Section 1.01. Section 1.01 of the Loan Agreement is hereby amended as follows:

(a) by adding the following new definitions in appropriate alphabetical order:

"Additional US Government Debt": Indebtedness under any credit facility (other than the UST Loan Agreement and any Permitted Refinancing Document) provided to the Borrower or any of its Subsidiaries by any US Governmental Authority to the extent such credit facility is secured by any assets securing any obligations under the UST Loan Documents.

"Additional US Government Debt Document": the agreements, instruments and other documents executed in connection with the incurrence of any Additional US Government Debt, including, without limitation, any agreements or documents relating to Liens securing such Additional US Government Debt.

"Collateral Report": a report in substantially the form of, and containing the information called for by, Exhibit F-3.

"Equity Interests": any and all shares of, interests in, participations in or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation) and any and all warrants, rights or options to purchase any of the foregoing.

"First Amendment Effective Date": March 4, 2009.

"Non-US Governmental Authorities": any Person who is not directly or indirectly owned or controlled by one or more US Governmental Authorities. For the purposes of this definition, "control" means the possession of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Permitted Refinancing Debt": any Indebtedness issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease, discharge or refund the UST Loans or any Additional US Government Debt (a "refinancing"), in each case, to the extent such Indebtedness is secured by any assets securing any obligations under the UST Loan Agreement.

"Permitted Refinancing Documents": the agreements, instruments and other documents executed in connection with the incurrence of any Permitted Refinancing Debt, including, without limitation, any agreements or documents relating to the Liens securing such Permitted Refinancing Debt.

"Prepayment Amount": as defined in the definition of "Prepayment Percentage".

"Prepayment Percentage": with respect to a required prepayment of Loans pursuant to Section 6.05, a percentage that is equal to (i) the amount of the applicable Subject Debt Tranche proposed to be voluntarily prepaid (the "Prepayment Amount") divided by (ii) the principal amount outstanding of such Subject Debt Tranche (prior to giving effect to such prepayment).

"Restricted Payments": with respect to any Person, collectively, all direct or indirect cash dividends or other cash distributions on, and all cash payments for, the purchase, redemption, defeasance or retirement or other acquisition for value of, any class of Equity Interests issued by such Person, whether such securities are now or may hereafter be authorized or outstanding, and any distribution in respect of any of the foregoing, whether directly or indirectly.

"Subject Debt Documents": the UST Loan Documents, Permitted Refinancing Documents and Additional US Government Debt Documents.

"Subject Debt Tranche": the commitments and provisions related to extensions of credit made under any Subject Debt Documents (including any revolving credit facility (whether or not funded)), in each case that are designated and constitute a separate class of commitments and/or extensions of credit (including, without limitation, with respect to voting rights) under such Subject Debt Documents, as applicable, and, if no such designation is made thereunder, the commitments and provisions related to all extensions of credit made under such Subject Debt Documents, as applicable.

"US Governmental Authority": any Governmental Authority located in the United States of America.

"UST Loan Agreement": the Loan and Security Agreement, dated as of December 31, 2008, between the Borrower, as borrower, the guarantors party thereto and the United States Department of the Treasury, as lender, as the same may from time to time be amended (including, without limitation, to increase the principal amount thereunder), restated, modified, supplemented or otherwise refinanced or replaced with Permitted Refinancing Debt.

"UST Loan Documents": collectively, (a) the UST Loan Agreement and (b) the other agreements, instruments and other documents executed in connection with the UST Loan Agreement.

"UST Loans": the loans made pursuant to the UST Loan Agreement.

(b) by restating the definition of "ABR" to read in its entirety as follows:

"for any day, a rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus 1/2 of 1% and (c) the one month Eurodollar Rate in effect on such day plus 1%. If for any reason the Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate for any reason, the ABR shall be determined without regard to clause (b) of the first sentence of this definition until the circumstances giving rise to such inability no longer exist. Any change in the ABR due to a change in the Prime Rate, the Federal Funds Effective Rate or the one month Eurodollar Rate shall be effective as of the opening of business on the effective day of such change in the Prime Rate, the Federal Funds Effective Rate or the one month Eurodollar Rate, respectively."

(c) by restating the definition of "Applicable Margin" to read in its entirety as follows:

"with respect to any ABR Loan, 5.00% per annum, and, with respect to any Eurodollar Loan, 6.00% per annum."

(d) by inserting the following new sentence at the end of the definition of "Eurodollar Rate":

"Notwithstanding the foregoing, at no time shall the "Eurodollar Rate" be a rate that is less than 2.00% per annum."; and

(e) by inserting the following clause at the end of the definition of "Majority Lenders":

"; provided that if at any time the Borrower or any of its Subsidiaries holds any portion of the outstanding Loans, such Loans that are so held by the Borrower or any of its Subsidiaries shall be deemed not to be outstanding (and such holder shall for these purposes be deemed not to be a "Lender") for purposes of determining Lenders that hold more than 50% of the outstanding Loans.".

3. Amendment to Section 2.09(d). Subsection 2.09(d) of the Loan Agreement is hereby amended by: (i) deleting the percentage "2%" in clause (iii)(x) and inserting the percentage "5%" in lieu thereof; and (ii) deleting the percentage "2%" in clause (iii)(y) and inserting the percentage "5%" in lieu thereof.

4. Amendment to Article II. Article II of the Loan Agreement is hereby amended by inserting the following new text as Section 2.19 thereof:

"Section 2.19. Increased Interest Rates. If (a)(x) the interest rate applicable to any Subject Debt Tranche under any Permitted Refinancing Documents or Additional US Government Debt Documents, at a time when more than 50% of such Subject Debt Tranche is held by Person(s) which are, in each case, a Non-US Governmental Authority, is greater than the highest rate applicable to any Subject Debt Tranche under the UST Loan Documents immediately prior to the incurrence of such Subject Debt Tranche under any Permitted Refinancing Documents or Additional US Government Debt Documents, or (y) the UST Loan Agreement is amended, supplemented or otherwise modified to increase (or effectively increase) the interest rate applicable to any Subject Debt Tranche under the UST Loan Documents at a time when more than 50% of such Subject Debt Tranche is held by Person(s) which are, in each case, a Non-US Governmental Authority, and (b) the aggregate principal amount of all Subject Debt Tranches satisfying sub-clause (x) or (y) in clause (a) above is equal to or greater than $1,000,000,000, then the interest rates on the Loans shall be automatically increased to the extent necessary (if at all) so that the Loans bear interest at a rate equal to the weighted average interest

rate applicable to all Subject Debt Tranches having interest rates greater than that in effect under the UST Loan Agreement on the First Amendment Effective Date (calculated assuming that any revolving credit facility is fully drawn), as determined in good faith by the Agent in consultation with the Borrower. Upon the effectiveness of any such increase in the interest rate, the definitions of "Applicable Margin" shall be deemed to be amended to reflect such increase.".

5. Amendment to Section 5.01(a). Subsection 5.01(a) of the Loan Agreement is hereby amended by inserting the following new text at the end of the parenthetical clause appearing therein:

"; provided that the requirement that such reports not include a "going concern" or like qualification or exception shall not be applicable to such reports provided for the fiscal year ended December 31, 2008".

6. Amendment to Section 5.02. Section 5.02 of the Loan Agreement is hereby amended by inserting the following new clauses (e) and (f) immediately following clause (d) thereof:

"(e) Furnish to the Agent, for delivery to each Lender, within 15 Business Days after the date on which the Borrower is required to file Form 10-Q or Form 10-K with the Securities Exchange Commission (after giving effect to any grace periods or extensions available under the applicable Securities and Exchange Commission regulations or, if earlier, within 15 Business Days after the date such Form 10-Q or Form 10-K is actually so filed, but in any event within 75 days after the end of the Borrower's applicable fiscal quarter or 110 days after the end of the Borrower's applicable fiscal year (as the case may be)), a Collateral Report, as of the last date of the fiscal quarter or fiscal year covered by the financial statements so delivered, which Collateral Report shall be accompanied by a certificate executed by a Financial Officer of the Borrower as to the accuracy of the contents thereof.

(f) Furnish the Agent, for delivery to each Lender, promptly after the consummation of any Disposition of Collateral (other than Dispositions of Collateral with a book value not exceeding $75,000,000 in the aggregate during the current fiscal quarter), a certificate of a Financial Officer of the Borrower setting forth the Collateral Value, after giving effect to such Dispositions."

7. Amendment to Article V. Article V of the Loan Agreement is hereby amended by inserting the following new text as Section 5.07 thereof:

"Section 5.07. Notices. (a) Promptly, but in any event within 10 days thereof, give notice to the Agent of the occurrence of any "Event of Default", as defined in the UST Loan Agreement, any Permitted

Refinancing Documents or any Additional US Government Debt Documents; and (b) promptly, but in any event within 15 days thereof, give notice to the Agent of the occurrence of any "Termination Event", as defined in the UST Loan Agreement, any Permitted Refinancing Documents or any Additional US Government Debt Documents.".

8. Amendment to Subsection 6.02(b)(xi). Subsection 6.02(b)(xi) of the Loan Agreement is hereby amended by restating it to read in its entirety to read as follows:

"(xi) any Lien consisting of rights reserved to or vested in any Government Authority by any statutory provision; provided, that no such Lien may secure any Indebtedness;".

9. Amendment to Subsection 6.03(b). Subsection 6.03(b) of the Loan Agreement is hereby amended by restating it to read in its entirety to read as follows:

"(b) the Borrower shall apply an amount in cash equal to the Attributable Indebtedness in respect of such arrangement to the retirement (other than any mandatory retirement or by way of payment at maturity), within 180 days of the effective date of any such arrangement, of Indebtedness of the Borrower or any Manufacturing Subsidiary (other than Indebtedness owned by the Borrower or any Manufacturing Subsidiary) which by its terms matures at or is extendible or renewable at the option of the obligor to a date more than twelve months after the date of the creation of such Indebtedness; provided that in the case of any such arrangement that relates to any Collateral, the Indebtedness to be retired in accordance with this Section 6.03(b) shall be Loans hereunder and such retirement shall occur within 30 days after the effective date of any such arrangement."

10. Amendment to Section 6.04. Section 6.04 of the Loan Agreement is hereby amended by deleting the reference to "2.50" and inserting "3.25" in lieu thereof.

11. Amendment to Article VI. Article VI of the Loan Agreement is hereby amended by:

(a) inserting the following new text as Section 6.05 thereof:

"Section 6.05. Prepayments of Permitted Refinancing Debt. The Borrower will not, and will not permit any Subsidiary to, optionally prepay, repurchase, redeem or otherwise optionally satisfy or defease with cash any Subject Debt Tranche (a "Prepayment"), if on the date of such Prepayment more than 50% of such Subject Debt Tranche is held by Person(s) which are Non-US Governmental Authorities, unless the Borrower shall simultaneously ratably prepay the Loans in an amount equal to the lesser of (x) the Prepayment Amount and (y) an amount equal to the Prepayment Percentage of the Loans then outstanding; provided that the foregoing requirement shall not apply to any prepayment of any Subject Debt Tranche that is a revolving facility so long as the

commitments under such facility are not permanently reduced or terminated as a result of such prepayment."; and

(b) inserting the following new text as Section 6.06 thereof:

"Section 6.06. Restricted Payments. Such Loan Party will not make Restricted Payments unless such Restricted Payments are permitted by or consented to under each Subject Debt Document."

12. Amendment to Article VII. Article VII of the Loan Agreement is hereby amended by:

(a) inserting the following clause (i) immediately after clause (h) thereof:

"or

(i) any "Event of Default" (as defined in the UST Loan Agreement, any Additional US Government Debt Document or any Permitted Refinancing Document) shall have occurred and shall continue for 20 Business Days;".

13. Amendment to Loan Agreement. The Loan Agreement is hereby amended by inserting a new Exhibit F-3 thereto in the form of Exhibit F-3 to this Amendment, and by adding to the "EXHIBITS" portion of the Table of Contents a reference to "F-3 – Form of Collateral Report".

ARTICLE III.

Miscellaneous

14. Conditions to Effectiveness. The amendments set forth in Article II of this Amendment shall not become effective until the date (the "Effective Date") on which (A) this Amendment shall have been executed by the Borrower, the Guarantor and the Lenders constituting Majority Lenders, and the Agent shall have received evidence reasonably satisfactory to it of such execution, (B) the Agent shall have received payment or reimbursement of any and all fees, expenses and other amounts owed by the Borrower and the Guarantor pursuant to the Loan Agreement (including, without limitation, reasonable fees and disbursements of counsel to the Agent) and fees owed to the Agent in connection with this Amendment and (C) the Agent shall have received from the Borrower for the respective account of each Lender that has executed and delivered to the Agent a signed counterpart of this Amendment at or prior to 4:30 p.m. (New York City time) on Wednesday, March 4, 2009, an amendment fee equal to two percent (2.00%) of the aggregate amount of such Lender's Loans outstanding at 4:30 p.m. on Wednesday, March 4, 2009.

15. Limited Effect. Except as expressly modified by this Amendment, each of the Loan Documents are ratified and confirmed and are, and shall continue to be, in full force and effect in accordance with their respective terms. Each Loan Party acknowledges and agrees that such Loan Party is truly and justly indebted to the Lenders and the Agent for the Obligations, without defense, counterclaim or offset of any kind, other than as provided in the Loan

Documents, and such Loan Party ratifies and reaffirms the validity, enforceability and binding nature of such Obligations. The Borrower acknowledges and agrees that nothing in this Amendment shall constitute an indication of the Lenders' willingness to consent to any other amendment or waiver of any other provision of any of the Loan Documents or a waiver of any Default or Event of Default. Nothing contained in this Amendment shall be construed as a waiver of any rights the Agent or any Lender may have to object in any insolvency proceeding under the Bankruptcy Code or otherwise either (x) to any action taken by any US Governmental Authority or any other lender or secured party under or in connection with the UST Loan Documents, any Permitted Refinancing Document or any Additional US Government Debt Document, including the seeking by any such entity to provide "debtor-in possession" or similar financing or of adequate protection or (y) to the assertion by any such party of any of its rights and remedies under any UST Loan Document, any Permitted Refinancing Document or any Additional US Government Debt Document in respect of obligations under the UST Loan Documents, the Permitted Refinancing Documents or the Additional US Government Debt Documents, respectively or otherwise. All rights of the Agent and each Lender as a secured creditor in any proceeding are expressly reserved.

16. Representations and Warranties. Each Loan Party represents and warrants to the Lenders, to induce the Lenders to enter into this Amendment, that (a) no Default or Event of Default (including any Default or Event of Default resulting from failure to comply with Section 6.02 of the Loan Agreement) exists on the date hereof, (b) each of the representations and warranties made by any Loan Party in the Loan Agreement and each other Loan Document is true and correct in all material respects as of the date hereof except where such representation or warranty relates to a specific date, in which case such representation or warranty was true and correct in all material respects as of such date and (c) no Liens have been granted by the Loan Parties to secure the obligations under the UST Loan Agreement on any Collateral or any facility or other real property on which any of the Collateral is installed or located.

17. Counterparts. This Amendment may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. A fax copy or .pdf copy of a counterpart signature page shall serve as the functional equivalent of a manually executed copy for all purposes.

18. Applicable Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

[*Signature pages to follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and the year first written.

BORROWER:

GENERAL MOTORS CORPORATION

By: _____
Name: Adil Mistry
Title: Assistant Treasurer

GUARANTOR:

SATURN CORPORATION

By: _____
Name: Adil Mistry
Title: Vice President

JPMORGAN CHASE BANK, N.A., as Agent

By: _____

Name: Richard W. Duker

Title: Managing Director

By: Hallmark II GP, [illegible] Limited, By: [illegible] Investment Services LLC, its General Partner

Name:

Title:

Chief Portfolio Manager

Assistant Treasurer

Signature Page to First Amendment and Consent to Term Loan Agreement

By: [illegible] LLC, [illegible] Limited, By: [illegible] Manager

Name:
Title:

[illegible]
[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

By: Ballyrock CLO II, Limited, By: Ballyrock Investment Advisors LLC, as Collateral Manager

Name:
Title:

Lisa Hymas
Assistant Treasurer

Signature Page to First Amendment and Consent to Term Loan Agreement

By: Hallcrest CLO II Limited By: Hallcrest
Investment Advisors LLC, as Collateral Manager

Name:
Title:

Lisa Hymut
Assistant Treasurer

Signature Page to First Amendment and Consent to Term Loan Agreement

Arizona State Retirement System

By: Fidelity Global Capital Trust Company
[illegible]

Name:
Title:

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

By: [illegible]
Name: [illegible]
Title: [illegible]

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

Fidelity Advisor Series I: Fidelity Advisor High Income Fund

By: _____
Name: Gary Ryan
Title: Assistant Treasurer

Signature Page to First Amendment and Consent to Term Loan Agreement

Fidelity Advisor Series II: Fidelity Advisor Strategic Income Fund

By: _____
Name: Gary Ryan
Title: Assistant Treasurer

Signature Page to First Amendment and Consent to Term Loan Agreement

Fidelity American High Yield Fund

By: Fidelity Investments Canada, Limited, as Trustees of

By: _____
Name: Gary Ryan
Title: Assistant Treasurer

Signature Page to First Amendment and Consent to Term Loan Agreement

By: Fidelity Capital Investments, LLC
Fidelity Floating Rate Capital Investment Portfolio

Name:
Title:

Fidelity Bank
Authorized Signatory

Signature Page to First Amendment and Consent to Term Loan Agreement

By: [illegible]
[illegible]

Name: [illegible]
Title: [illegible]

Fidelity Central Investment Portfolios LLC:
Fidelity High Income Central Investment Portfolio 1

By: _____
Name: Gary Ryan
Title: Assistant Treasurer

Signature Page to First Amendment and Consent to Term Loan Agreement

Fidelity Income Fund: Fidelity Total Bond Fund

By: _____
Name: Gary Ryan
Title: Assistant Treasurer

Signature Page to First Amendment and Consent to Term Loan Agreement

Fidelity Puritan Trust: Fidelity Puritan Fund

By: _____
Name: Gary Ryan
Title: Assistant Treasurer

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Fidelity School Street Trust: Fidelity Strategic Income Fund

By: _____
Name: Gary Ryan
Title: Assistant Treasurer

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

[illegible]

Name:
Title:

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

IG Investment Management Ltd. As trustee for
IG [illegible] Canadian All Seasons Fund

By: [illegible]
Signature: [illegible]
Name: [illegible]
Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

Variable Insurance Products Fund: High Income Portfolio

By: _____
Name: Gary Ryan
Title: Assistant Treasurer

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

Fidelity Canadian Asset Allocation Fund

By: Fidelity Investments Canada, Limited, as Trustee of

By: _____
Name: Gary Ryan
Title: Assistant Treasurer

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

PAGE 18 * RCVD AT [illegible]

PAGE 3/7 * RCVD AT [illegible]

Signature Page to First Amendment to Charter to Term Loan Agreement

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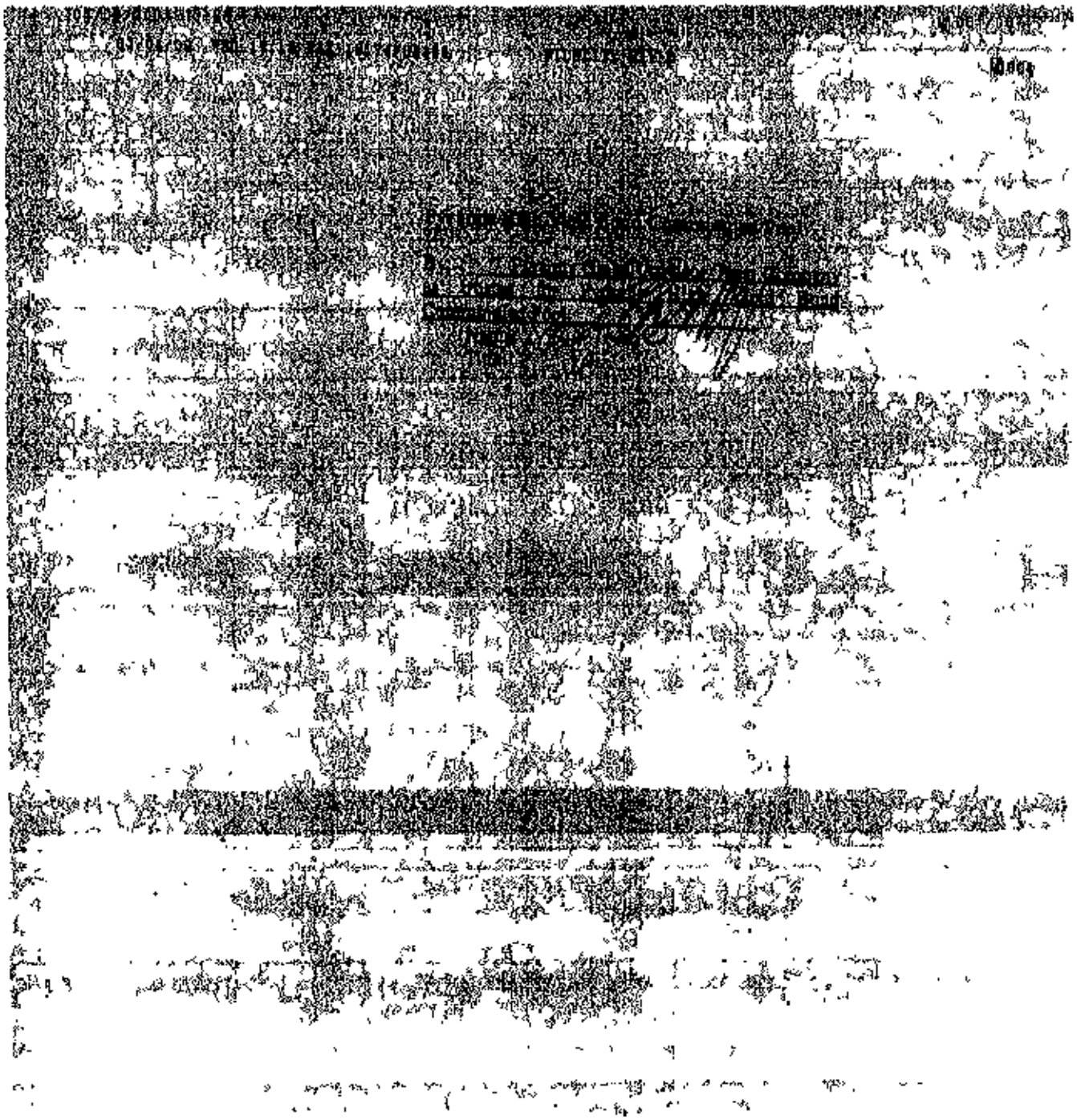
Signature Page to First Amendment and Consent to Term Loan Agreement



[redacted]

[illegible]

[illegible]

By: [illegible]

Name: [illegible]
Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

By: Oaktree Capital Management, L.P.
Its Director

By: _____
Name: [illegible]
Title: Vice President and Assistant General Counsel

By: _____
Name: [illegible]
Title: Managing Director

By: Oaktree Capital GP II, L.P.
Its General Partner

By: _____
Name: [illegible]
Title: Authorized Signatory

By: _____
Name: [illegible]
Title: Managing Director

Signature Page to First Amendment and Consent to Term Loan Agreement

By: _____
Name: [illegible]
Title: [illegible] Director & Associate General Counsel

By: _____
Name: [illegible]
Title: [illegible]

By: _____
Name: [illegible]
Title: [illegible] Vice President

By: _____
Name: [illegible]
Title: [illegible] Vice President

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

By: [illegible]
Name: [illegible]
Title: [illegible] Director & Associate General Counsel

By: [illegible]
Name: [illegible]
Title: [illegible]

[illegible]

By: [illegible]
Name: [illegible]
Title: [illegible] Director & Associate General Counsel

By: [illegible]
Name: [illegible]
Title: Senior Vice President

[illegible]

By: [illegible]
Name: [illegible]
Title: [illegible] Director & Associate General Counsel

By: [illegible]
Name: [illegible]
Title: Senior Vice President

Signature Page to First Amendment and Consent to Term Loan Agreement

State of Connecticut
By: [illegible] Management, LLC
Its Investment Manager

By: [illegible]
Name: [illegible]
Title: [illegible] Director & Associate General Counsel

By: [illegible]
Name: [illegible]
Title: [illegible]

[illegible] of the City of Dallas
By: [illegible]
Its: [illegible]

By: [illegible]
Name: [illegible]
Title: Managing Director & Associate General Counsel

By: [illegible]
Name: David [illegible]
Title: Senior Vice President

[illegible] Retirement System
By: [illegible] Management, LLC
Its Investment Manager

By: [illegible]
Name: Richard [illegible]
Title: Managing Director & Associate General Counsel

By: [illegible]
Name: David [illegible]
Title: Senior Vice President

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible] Collateralized Investment

By: [illegible]
Name: [illegible]
Title: [illegible] & Associate General Counsel

By: [illegible]
Name: [illegible]
Title: [illegible]

[illegible] Plan Investment
Master Plan Trust for Management Employees
By: [illegible] Management [illegible]
Its Investment Manager

By: [illegible]
Name: [illegible]
Title: Managing Director & Associate General Counsel

By: [illegible]
Name: [illegible]
Title: Senior Vice President

[illegible] Master Trust
By: [illegible]
Its: [illegible]

By: [illegible]
Name: Richard [illegible]
Title: Managing Director & Associate General Counsel

By: [illegible]
Name: [illegible]
Title: Senior Vice President

Signature Page to First Amendment and Consent to Term Loan Agreement

By: _____
Name: [illegible]
Title: [illegible] & Chief Legal Counsel

By: _____
Name: [illegible]
Title: [illegible]

By: _____
Name: [illegible]
Title: Managing Director & Associate General Counsel

By: _____
Name: [illegible]
Title: [illegible]

By: _____
Name: [illegible]
Title: Managing Director & Associate General Counsel

By: _____
Name: [illegible]
Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

By: _____
Name: _____
Title: Managing Director & Associate General Counsel

By: _____
Name: _____
Title: _____

The State Teachers Retirement System of Ohio
By: Cohanzie Capital Management, L.P.
Its Investment Manager

By: _____
Name: _____
Title: Managing Director & Associate General Counsel

By: _____
Name: _____
Title: Managing Director

Ashland Inc. Master Trust
By: Cohanzie Capital Management, L.P.
Its Investment Manager

By: _____
Name: _____
Title: Managing Director & Associate General Counsel

By: _____
Name: _____
Title: Senior Vice President

Signature Page to First Amendment and Consent to Term Loan Agreement

TMCT II, LLC

By: Centre Capital Management, L.P.
Its: General Manager

By: _____
Name: [illegible]
Title: Managing Director & Associate General Counsel

By: _____
Name: [illegible]
Title: [illegible]

[illegible]
By: Centre Capital Management, L.P.
Its: General Manager

By: _____
Name: [illegible]
Title: Managing Director & Associate General Counsel

By: _____
Name: [illegible]
Title: Senior Vice President

Geographic Bank Employee and Southwest Airlines Pension Trust

By: Centre Capital Management, L.P.
Its: General Manager

By: _____
Name: [illegible]
Title: Managing Director & Associate General Counsel

By: _____
Name: [illegible]
Title: Senior Vice President

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TMCT, LLC
By: Carlyle Capital Management L.P.
Its Investment Manager

By: _____
Name: [illegible]
Title: Managing Director & Associate General Counsel

By: _____
Name: [illegible]
Title: Senior Vice President

Signature Page to First Amendment and Consent to Term Loan Agreement

OCM High Yield Plus Fund, L.P.

By: OCM High Yield Plus Fund GP, LLC, its general partner

By: Oaktree Fund GP II, L.P., its managing member

By: _____
Sloane Malcolm
Managing Director

By: _____
Richard Tang
Managing Director, Legal

Montana Board of Investments

By: _____

Name:

Title: Todd C. Thompson
Portfolio Manager

Signature Page to First Amendment and Consent to Term Loan Agreement

Agility Global Fixed Income Master Fund L.P.

By: _____

Name: Todd C. Thompson
Title: Portfolio Manager

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City of Milwaukee Retirement System

By: _____
Name:
Title: Todd C. Thompson
Portfolio Manager

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City of Oakland Police and Fire Retirement System

By: _____

Name: Todd C. Thompson
Title: Portfolio Manager

Health Care Foundation of Greater Kansas City

By: _____

Name: Todd C. Thompson
Title: Portfolio Manager

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Louisiana Carpenters Regional Council Pension Trust

By: _____

Name: Todd C. Thompson
Title: Portfolio Manager

Signature Page to First Amendment and Consent to Term Loan Agreement

Board of Pensions Presbyterian Church

By: _____
Name: Todd G. Thompson
Title: Portfolio Manager

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The Children's Hospital of Philadelphia

By: Todd C. Thompson

Name: Todd C. Thompson
Title: Portfolio Manager

Connecticut General Life Insurance Company

By: _____

Name: Todd C. Thompson
Title: Portfolio Manager

Goldman Core Plus Fixed Income

By: Todd C. Thompson

Name: Todd C. Thompson
Title: Portfolio Manager

Halliburton Company

By: Todd C. Thompson

Name: Todd C. Thompson
Title: Portfolio Manager

Kraft Foods Master Retirement Trust

By: Todd C. Thompson

Name:

Title: Todd C. Thompson
Portfolio Manager

Signature Page to First Amendment and Consent to Term Loan Agreement

LA Fire and Police

By: _____

Name: Todd C. Thompson

Title: Portfolio Manager

Parkview Memorial Health

By: Todd C. Thompson

Name:

Title: Todd C. Thompson
Portfolio Manager

Reichhold

By: Todd C. Thompson

Name:
Title: Todd C. Thompson
Portfolio Manager

Rotary International Foundation

By: _____

Name: Todd C. Thompson
Title: Portfolio Manager

Signature Page to First Amendment and Consent to Term Loan Agreement

The Mather Foundation Core Plus

By: Todd C. Thompson

Name:
Title: Todd C. Thompson
Portfolio Manager

Trustees of Purdue University

By: Todd C. Thompson

Name:

Title: Todd C. Thompson
Portfolio Manager

City of Montgomery Alabama Emp. Retirement System

By: _____

Name: Todd C. Thompson
Title: Portfolio Manager

ILWU-PMA

By: Todd C. Thompson

Name:
Title: Todd C. Thompson
Portfolio Manager

Indiana State Police

By: _____

Name: Todd C. Thompson
Title: Portfolio Manager

Municipal Employees Retirement System of Michigan

By: Todd C. Thompson

Name:
Title: Todd C. Thompson
Portfolio Manager

Trustees of Indiana University

By: Todd C. Thompson

Name:

Title: Todd C. Thompson
Portfolio Manager

Fruntegra Columbus Core Plus Fund

By: _____

Name: Todd C. Thompson
Title: Portfolio Manager

Signature Page to First Amendment and Consent to Term Loan Agreement

Master Trust Pursuant to the Ret Plans of APL LTD

By: _____

Name: Todd C. Thompson

Title: Portfolio Manager

Signature Page to First Amendment and Consent to Term Loan Agreement

Bill and Melinda Gates Foundation

By: Todd C. Thompson

Name:
Title: Todd C. Thompson
Portfolio Manager

Building Trades United Pension Trust Fund

By: Todd C. Thompson

Name: Todd C. Thompson

Title: Portfolio Manager

Carpenters Pension Fund of Illinois

By: Todd C. Thompson

Name: Todd C. Thompson

Title: Portfolio Manager

Columbus Extended Market Fund, LLC

By: Todd C. Thompson

Name: Todd C. Thompson

Title: Portfolio Manager

Cummins Inc. and Affiliates Collective Investment

By: Todd C. Thompson

Name: Todd C. Thompson
Title: Portfolio Manager

Signature Page to First Amendment and Consent to Term Loan Agreement

Eight District Electrical Pension

By: Todd C. Thompson

Name: Todd C. Thompson
Title: Portfolio Manager

Signature Page to First Amendment and Consent to Term Loan Agreement

Emerson Electric Co.

By: Todd C. Thompson

Name: Todd C. Thompson
Title: Portfolio Manager

Indiana State Teachers Reams

By: _____

Name: Todd C. Thompson
Title: Portfolio Manager

Signature Page to First Amendment and Consent to Term Loan Agreement

Inter-Local Pension Fund of the Graphic Communications

By: _____

Name: Todd C. Thompson
Title: Portfolio Manager

Signature Page to First Amendment and Consent to Term Loan Agreement

Laboratory Corp. of America Holdings

By: Todd C. Thompson

Name:

Title: Todd C. Thompson
Portfolio Manager

Prudential Retirement Insurance and Annuity Co.

By: _____

Name: Todd C. Thompson

Title: Portfolio Manager

Retirement Board of the Park Employees-Reams

By: _____
Name: Todd C. Thompson
Title: Portfolio Manager

The San Diego Foundation

By: Todd C. Thompson

Name:
Title:

Todd C. Thompson
Portfolio Manager

Sonoma County Employees Retirement Association

By: _____

Name: Todd C. Thompson
Title: Portfolio Manager

Signature Page to First Amendment and Consent to Term Loan Agreement

St Lukes Episcopal Health System Foundation

By: Todd C. Thompson

Name:
Title: Todd C. Thompson
Portfolio Manager

State of Indiana Major Moves

By: _____

Name: Todd C. Thompson

Title: Portfolio Manager

University of Kentucky

By: Todd C. Thompson

Name: Todd C. Thompson
Title: Portfolio Manager

Ventura County Employees Retirement Association

By: Todd C. Thompson

Name: Todd C. Thompson
Title: Portfolio Manager

Signature Page to First Amendment and Consent to Term Loan Agreement

Baltimore County Retirement

By: Todd C. Thompson

Name: Todd C. Thompson
Title: Portfolio Manager

Signature Page to First Amendment and Consent to Term Loan Agreement

Seattle City Employees Retirement System

By: Todd C. Thompson

Name:
Title: Todd C. Thompson
Portfolio Manager

Signature Page to First Amendment and Consent to Term Loan Agreement

Santa Barbara County

By: Todd C. Thompson

Name:
Title: Todd C. Thompson
Portfolio Manager

LENDER:

By: _____

Name:

Title: SCOTT H. PAGE
VICE PRESIDENT

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

[illegible]

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

[illegible]

By: [illegible]

Name: [illegible]

Title: SCOTT H. PAGE
VICE PRESIDENT

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

LENDER

By: [illegible]

Name: [illegible]

Title: SCOTT H. PAGE
VICE PRESIDENT

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

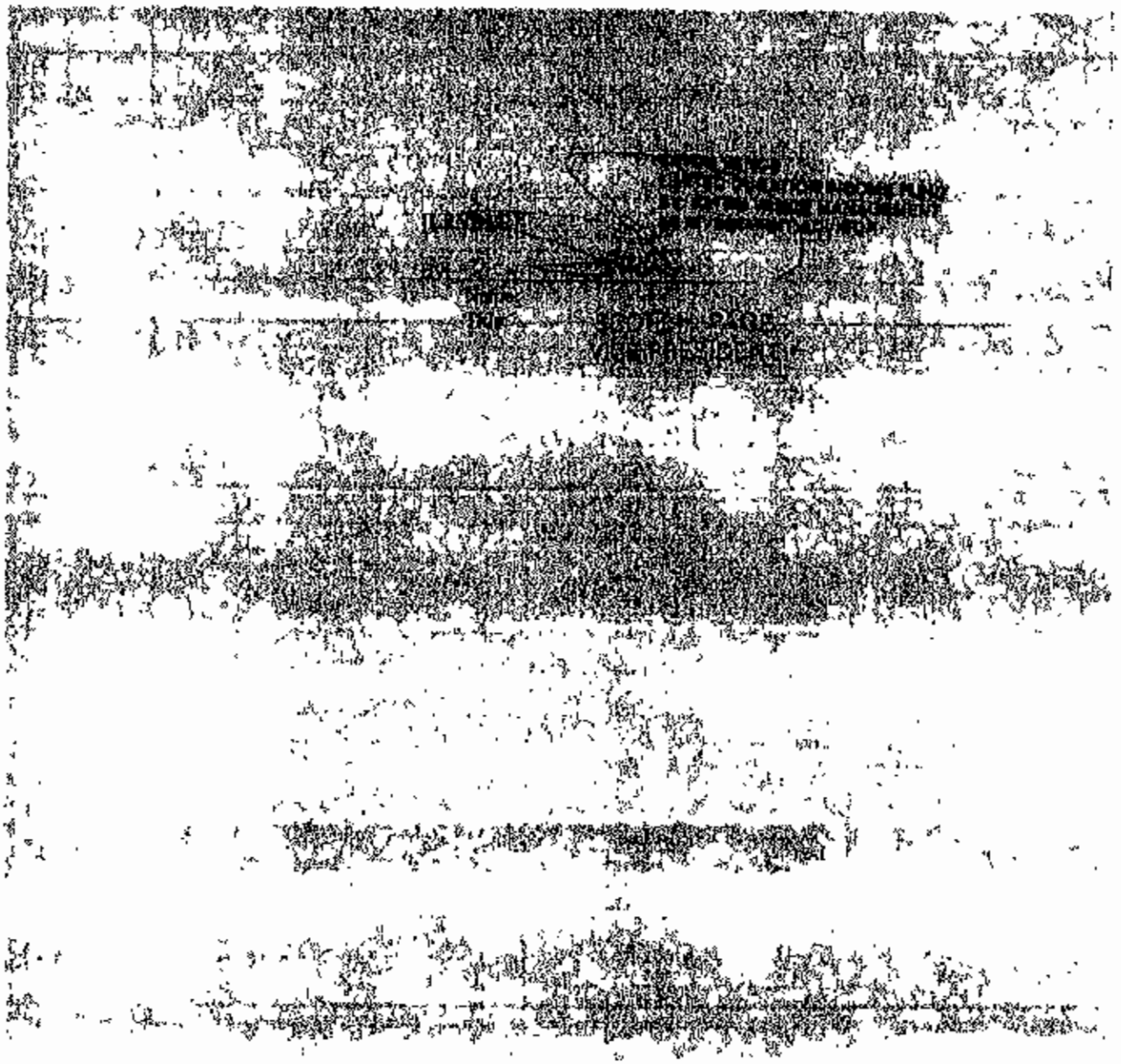
[LENDER]

By:

Name:

Title: SCOTT H. PAGE
VICE PRESIDENT

Signature Page to First Amendment and Consent to Term Loan Agreement



Signature Page to First Amendment and Consent to Term Loan Agreement

[redacted]

LENDER:

By: _____

Name: _____

Title: SCOTT H. PAGE
VICE PRESIDENT

[redacted]

Signature Page to First Amendment and Consent to Term Loan Agreement

[redacted]

By: _____

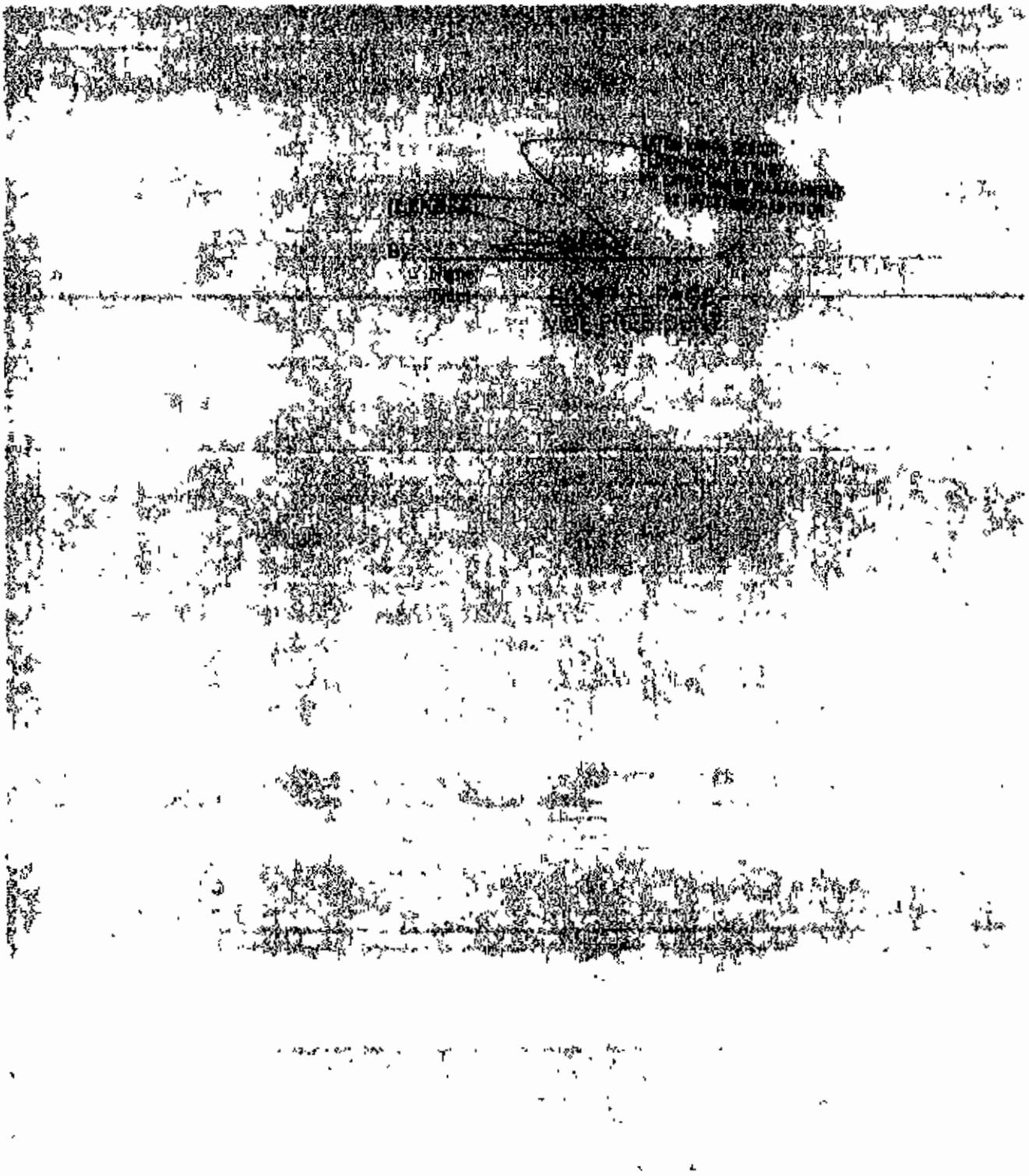
Name:

Title: [redacted]

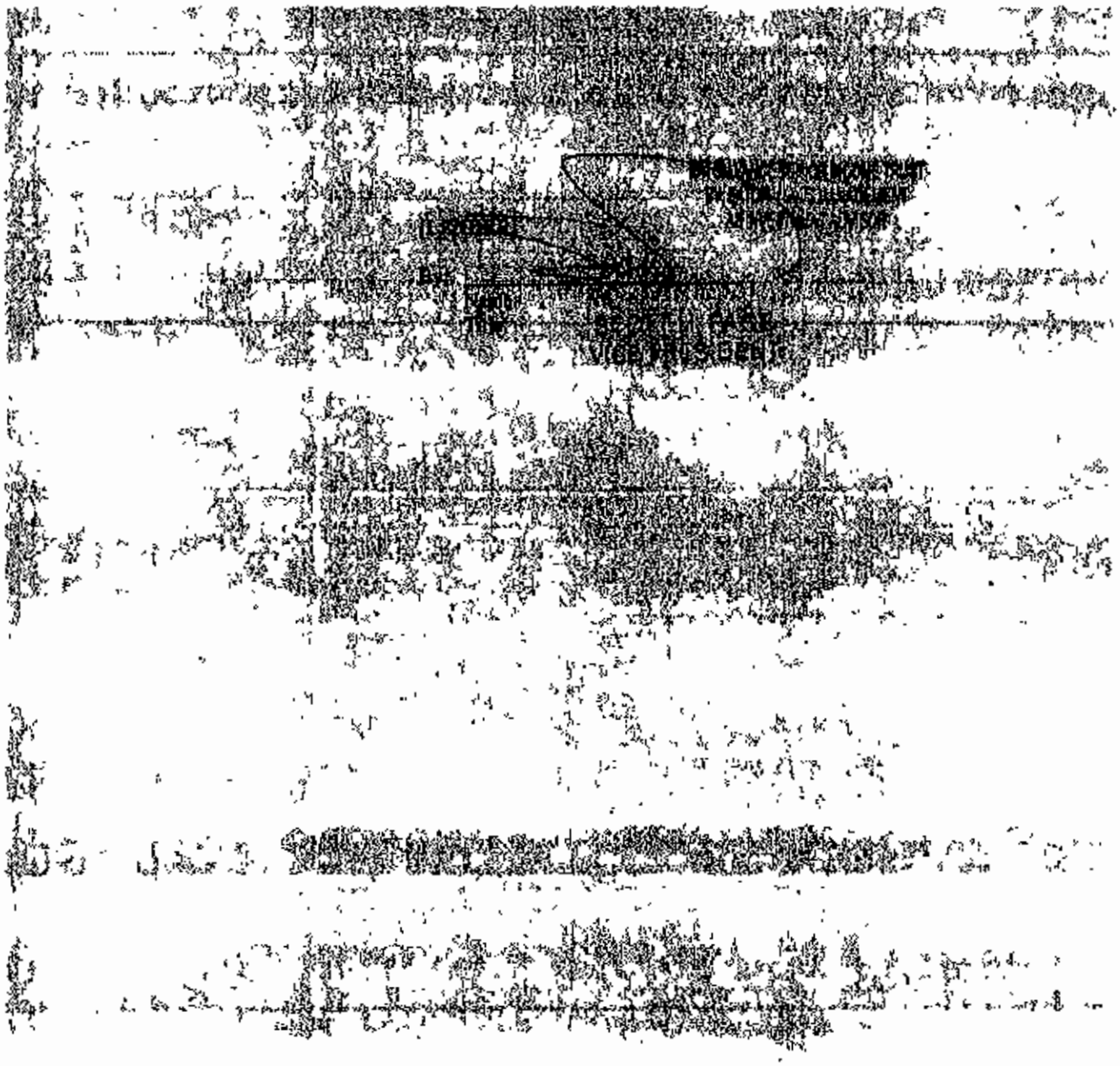
Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement



Signature Page to First Amendment and Consent to Term Loan Agreement



Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

[redacted]

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

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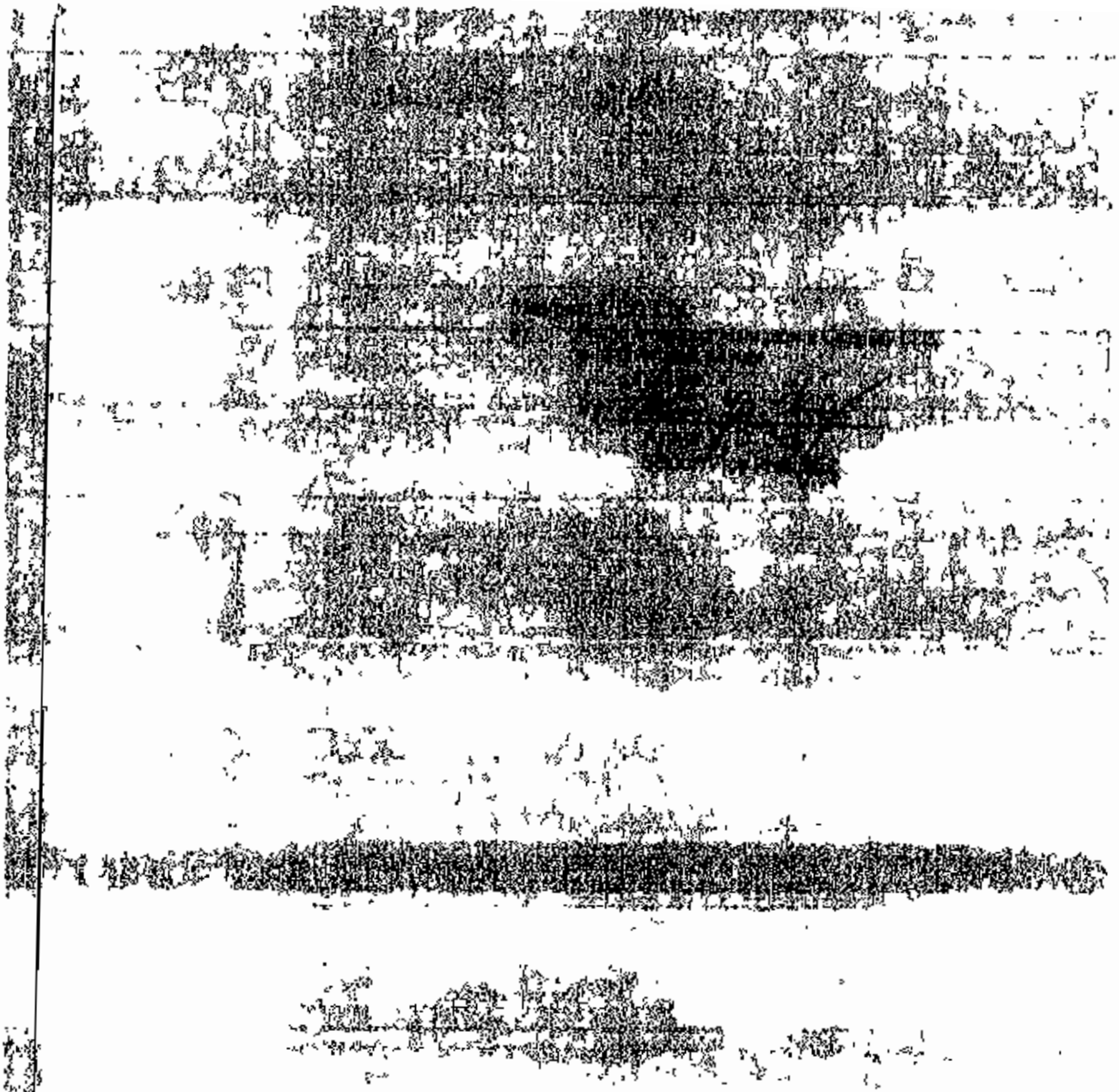
Signature Page to First Amendment and Consent to Term Loan Agreement



Signature Page to First Amendment and Consent to Term Loan Agreement

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Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to Plan Association and Consent to Joint Coop Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to Fifth Amendment and Consent to Third Loan Agreement

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

PIMCO [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

[redacted]

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to Fifth Amendment and Consent to Term Loan Agreement

Name:

Title:

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

BY: [illegible]
Name: [illegible]
Title: [illegible]
[illegible]

BY: [illegible]
Name: [illegible]
Title: [illegible]
[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

DIAMOND SPRINGS TRADING LLC

By: _____
Name: Tara E. Kenny
Title: Assistant Vice President

Signature Page to First Amending and Restating Term Loan Agreement.

Grand Central Asset Trust, WAM Series

By: _____

Name: Adam Kaiser

Title: ATTORNEY-IN-FACT

Signature Page to First Amendment and Consent to Term Loan Agreement

General Motors (Term Loan 11/2006)

Western Asset Management Company on behalf of
Virginia Retirement System
SR Global Income Manager, Fund 9 Core Fixed Income,
Western Asset Flexible Core High Income Fund, LLC,
Legg Mason Partners Capital and Income Fund,
Western Asset Funds,
Jackson National Life Insurance Company,
Jackson National Life Insurance Company of New York,
Raytheon Master Pension Trust, WAMCO,
MT WILSON CLO, LTD., and
MT WILSON CLO II, LTD.

as Lender.

By: _____

Name: Chloe M. Page
Title: Authorized Signatory

Signature Page to First Amendment and Consent to Term Loan Agreement

J.P. Morgan [illegible]

By: [illegible]

Name: [illegible]

Title: Attorney-in-Fact

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

Fairview Funding LLC

By: _____

Name:

Title:

Signature Page to First Amendment and Consent to Term Loan Agreement

FIRST TRUST FOUR CORNERS SENIOR
FLOATING RATE INCOME FUND, as Lender
By: Four Corners Capital Management, LLC
As Sub-Advisor

By: _____
Name: [illegible]
Title: [illegible]

FIRST TRUST FOUR CORNERS SENIOR
FLOATING RATE INCOME FUND II, as Lender
By: Four Corners Capital Management LLC,
As Sub-Advisor

By: _____
Name: [illegible]
Title: Senior Vice President

FOUR CORNERS CLO III, LTD., as Lender
By: Four Corners Capital Management LLC,
As Collateral Manager

By: _____
Name: [illegible]
Title: Senior Vice President

CW FUNDING CLO, Limited
By: Four Corners Capital Management LLC,
As Collateral Manager

By: _____
Name: [illegible]
Title: Senior Vice President

SPIE, LTD., as Lender
By: Four Corners Capital Management LLC,
As Collateral Manager

By: _____
Name: [illegible]
Title: Senior Vice President

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

[LENDER]

By: [illegible] Segregated Portfolio, a segregated portfolio of [illegible] Finance, SPC, for which [illegible] acting on behalf of and for the [illegible] Segregated Portfolio

Name: [illegible]

Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

Attism IV

[LENDER]

By: _____

Name:

Title:

[LENDER'S SIGNATURE]

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

[illegible]

Name:

Title:

[illegible]

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

[illegible]

By: _____

Name:

Title:

Signature Page to First Amendment and Consent to Term Loan Agreement

[redacted]

LENDER:

By: _____

Name: _____

Title: _____

AUTHORIZED SIGNATORY

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

LENDER:

By: [illegible]
Name: [illegible]
Title: [illegible]
AUTHORIZED SIGNATORY

Signature Page to First Amendment and Consent to Term Loan Agreement

[redacted]

LENDER:

By: _____

Name:

Title: THOMAS FLANNERY
AUTHORIZED SIGNATORY

Signature Page to First Amendment and Consent to Term Loan Agreement

[LENDER]

By: _____

Name: _____

Title: _____

Signature Page to First Amendment and Consent to Term Loan Agreement

[redacted]

(LENDER)

By: _____

Name:

Title:

Signature Page to First Amendment and Consent to Term Loan Agreement

[redacted]

LENDER:

By: _____

Name:

Title: [illegible]

AUTHORIZED SIGNATORY

Signature Page to First Amendment and Consent to Term Loan Agreement

[LENDER]

By: _____

Name: THOMAS R. KINNEY

Title: AUTHORIZED SIGNATORY

Signature Page to First Amendment and Consent to Term Loan Agreement

BlackRock Senior Income Series II
BlackRock Senior Income Series IV
BlackRock High Income Fund of BlackRock
Funds Fund, Inc.
BlackRock Funds: High Yield Bond Portfolio
BlackRock Global Allocation Fund, Inc.
BlackRock Strategic Bond Fund
BlackRock Funds II
BlackRock Funds: Strategic Bond Portfolio
California State Teachers' Retirement System
BlackRock Corporate High Yield Fund, Inc.
BlackRock Corporate High Yield Fund III, Inc.
BlackRock Corporate High Yield Fund VI, Inc.
BlackRock Corporate High Yield Fund VII, Inc.
BlackRock Strategic Income Strategies Fund, Inc.
Public Employees' Retirement System of the State of Idaho
BlackRock Floating Rate Income Strategies Fund, Inc.
BlackRock Global Investment Series: High Income Portfolio
Strategic Income Fund
BlackRock Bond Fund
BlackRock Corporate High Yield Fund V, Inc.
BlackRock Corporate High Yield Fund VI, Inc.
MetLife Investment Series Trust: BlackRock High Yield Portfolio
BlackRock Funds: Income Portfolio Master Fund
Fondo Cerrado [illegible] Fondo para Un Futuro de Jubilados
Metropolitan Life Insurance Company
The Dow Chemical Company
The Gillette Company

By: [illegible]
Name: [illegible]
Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

CONTINENTAL CASUALTY COMPANY

By: _____

Name: [illegible]

Title: Vice President and Assistant Treasurer

[illegible]

By: _____

Date: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

By: _____

Signature Page to First Amendment and Consent to Term Loan Agreement

Kenneth IV, Ltd by Sanray
Agency, Inc., its General Partner

By _____
Name:
Title:

Signature Page to First Amendment and Consent to Term Loan Agreement

Sankaty Advisors, LLC as Collateral
Manager for Race Point IV CLO, Ltd.
As Term Lender

By: _____
Name:
Title:

Sankaty Advisors, LLC
Its: Collateral Manager

Signature Page to First Amendment and Consent to Term Loan Agreement

LONG LANE MASTER TRUST IV

BY: _____

Name: [illegible]
Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]
[illegible]
Limited as Collateral Manager

By: [illegible]
Name: [illegible]
Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

By: [illegible]

Name: [illegible]

Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

Sankaty Advisors, LLC as Collateral
Manager for Race Point III CLO, Limited, as Term Lender

By: _____
Name:
Title:

Signature Page to First Amendment and Consent to Term Loan Agreement

By: _____

Name:

Title:

Signature Page to First Amendment and Consent to Term Loan Agreement

SSB Funding II
By Sandler Advisors LLC
on Behalf of [illegible]

By: _____
Name:
Title:

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

By: _____

Name: [illegible]

Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

JASPER FUNDING

By: [illegible]

Title: Authorized Signatory

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

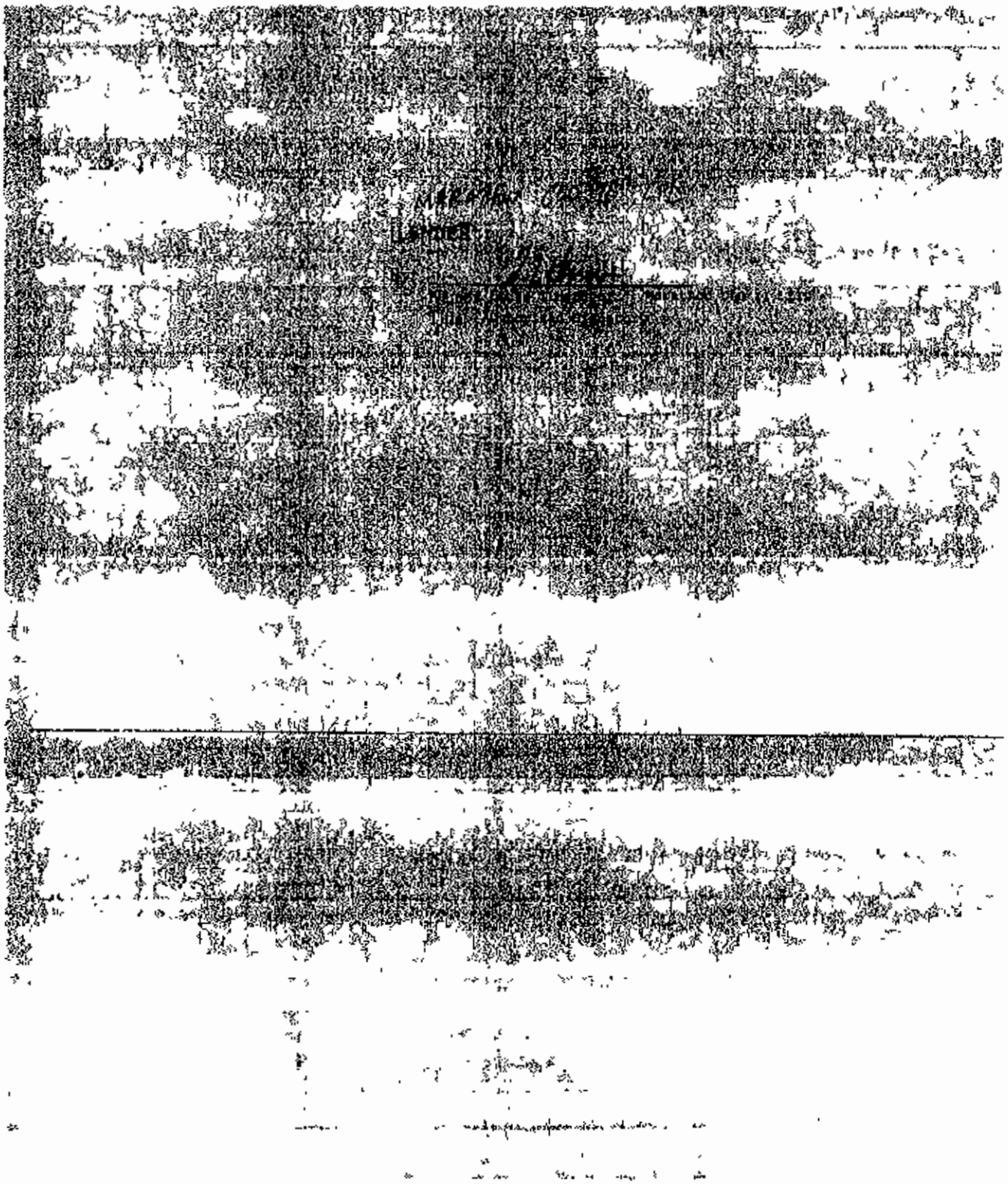
[illegible]

By: [illegible]

Name: [illegible]

Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement



Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

ARES [illegible] LOAN INVESTMENT [illegible] LLC

By: ARES [illegible] LOAN MANAGEMENT [illegible]
By: ARES [illegible] LOAN II GP, LLC, ITS GENERAL PARTNER
By: ARES MANAGEMENT LLC, ITS MANAGER

By: [illegible]
Name: [illegible]
Title: [illegible]

ARES XI CLO Ltd.

By: ARES CLO MANAGEMENT XI, [illegible]
By: ARES CLO GP XI, LLC, ITS GENERAL PARTNER
By: ARES MANAGEMENT LLC, ITS MANAGER

By: [illegible]
Name: [illegible]
Title: [illegible]

ARES [illegible] LLC

By: ARES CLO MANAGEMENT [illegible]
By: ARES CLO GP [illegible], LLC, ITS GENERAL PARTNER
By: ARES MANAGEMENT LLC, ITS MANAGER

By: [illegible]
Name: [illegible]
Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

Area VII CLO, Ltd.

By: Area CLO Management VII, L.P.
Investment Manager

By: Area CLO GP VII, LLC
Its General Partner

By: _____
Name:
Title: [illegible]

Area VIII CLO, Ltd.

By: Area CLO Management VIII, L.P.
Investment Manager

By: Area CLO GP VIII, LLC
Its General Partner

By: _____
Name:
Title: [illegible]

Area VIII CLO, Ltd.

By: Area CLO Management VIII, L.P.
Investment Manager

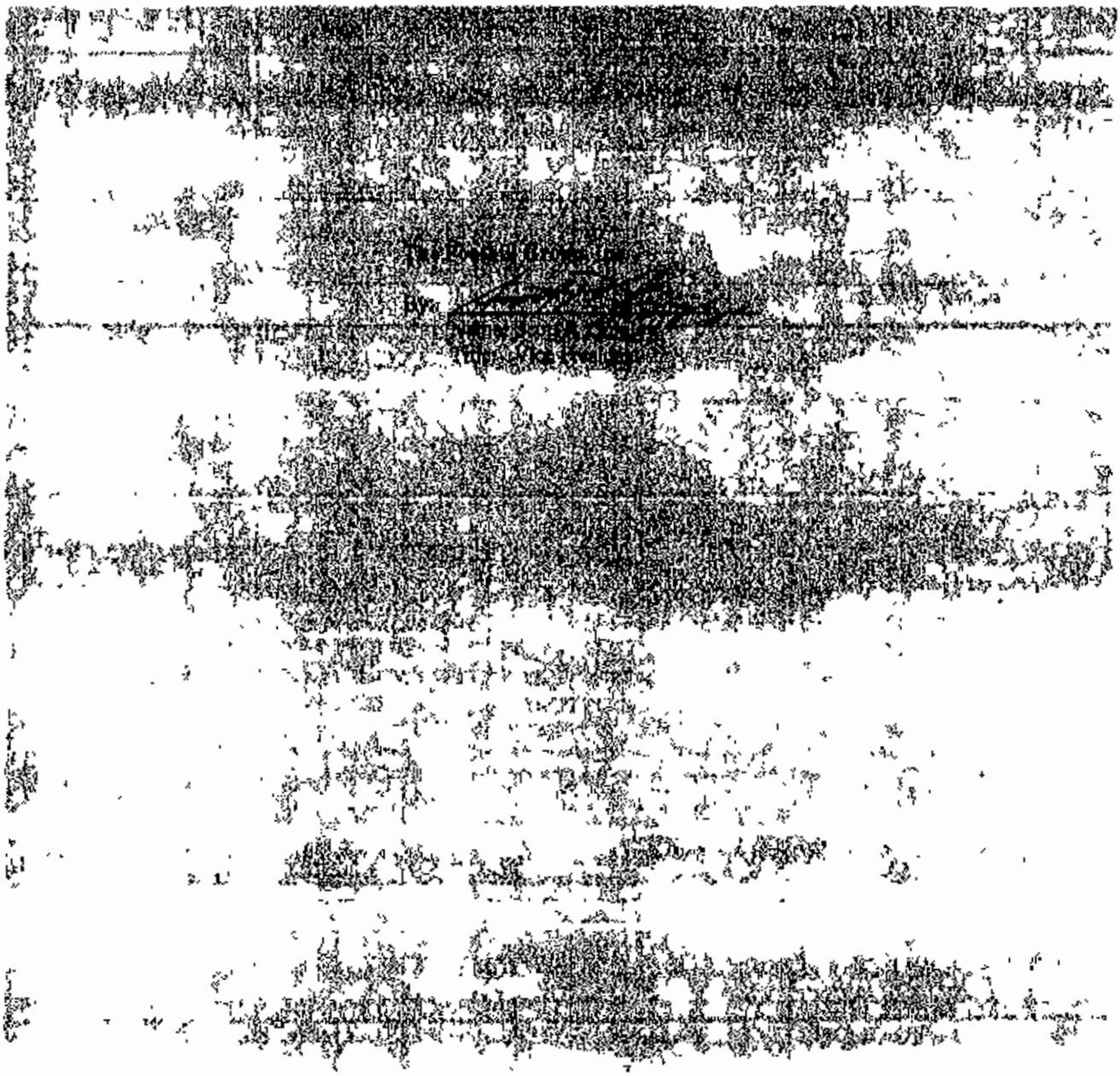
By: Area CLO GP VIII, LLC
Its General Partner

By: _____
Name:
Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement



Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

By: _____
As authorized representative and not individually

[illegible]

By: _____
As authorized representative and not individually

[illegible]

By: _____
As authorized representative and not individually

[illegible]

By: _____
As authorized representative and not individually

Signature Page to First Amendment and Consent to Term Loan Agreement

MFS VARIABLE INSURANCE TRUST on behalf of
MFS Strategic Income Series (MFS)*

By: _____
As authorized representative and not individually

MFS STRATEGIC INCOME TRUST (MIT)*

By: _____
As authorized representative and not individually

MFS SPECIAL VALUE TRUST (MFV)*

By: _____
As authorized representative and not individually

MFS VARIABLE INSURANCE TRUST II on behalf of
and for its series, MFS Strategic Income Portfolio (SIS)*

By: _____
As authorized representative and not individually

JERSEY STREET CLO, LTD.
By its Collateral Manager, Massachusetts Financial
Services Company (MFS)

By: _____
As authorized representative and not individually

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible] STREET CLO I LTD.
By: [illegible] Investment Management Principal
[illegible]

By: _____
As authorized representative and not individually

[illegible] INCOME TRUST
By: [illegible] Investment Management Principal
[illegible]

By: _____
As authorized representative and not individually

MFS Series Trust X on behalf of one of its series, MFS Floating Rate High Income Bond (CRFH)*

By: _____
As authorized representative and not individually

MFS Intermediate Income Trust (CMIT)*

By: _____
As authorized representative and not individually

MFS Intermediate High Income Fund (CIH)*

By: _____
As authorized representative and not individually

Signature Page to First Amendment and Conduit to Term Loan Agreement

MFS SERIES TRUST-XII on behalf of one of its Series,
MFS Diversified Income Fund (DIF)*

By: _____
As authorized representative and not individually

Transamerica MFS High Yield VP,
a Series of Transamerica Series Trust (TSTV)**
By its investment manager of and advisor, Massachusetts Financial Services Company

By: _____
As authorized representative and not individually

MFS MULTIMARKET INCOME TRUST (MMT)*

By: _____
As authorized representative and not individually

Signature Page to First Amendment and Consent of Trustee Loan Agreement

*A copy of the [illegible] of the [illegible] is on file with the Secretary of State of The [illegible]

[illegible]

Trust [illegible]

Trust [illegible]

liabilities of [illegible]

[illegible]

shall [illegible]

Agent [illegible]

*** The [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

GMAM Investment Funding Trust

By: [illegible]

Name: [illegible]

Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

Opportunity Bank

By: _____

Name: Patrick Flynn

Title: Senior Vice President

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

Neuberger Berman Income Opportunity Fund

By: _____

Name:
Title:

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

Plumbers & Pipefitters National Pension Fund,

By: _____

Name: Patrick Flynn

Title: Senior Vice President

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

By: _____
Name: [illegible]
Title: [illegible]

By: _____
Name: [illegible]
Title: [illegible]

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

RSA Reinsurance Company
By: New Hope Management Company as its
Investment Advisor

By: _____
STEPHEN BUD
SENIOR VICE PRESIDENT

By: _____
EDISON HWANG
VICE PRESIDENT

Signature Page to First Amendment and Consent to Term Loan Agreement

MOMENTUM CAPITAL FUND, LTD.
By: TCW Asset Management Company as its
Portfolio Manager

By: _____
STEPHEN G. ...
SENIOR VICE PRESIDENT

By: _____
EDISON ...
VICE PRESIDENT

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

By: [illegible]

[illegible]

By: [illegible]

[illegible]
Managing Director

Signature Page to First Amendment and Consent to Term Loan Agreement

TCW Senior Secured Floating Rate Loan Fund, L.P.
By: TCW Asset Management Company, as its Investment

By: _____
STEPHEN SHO
SENIOR VICE PRESIDENT

By: _____
EDISON HUANG
VICE PRESIDENT

Signature Page to First Amendment and Consent to Term Loan Agreement

TCW Senior Secured Loan Fund, LP
By: TCW Asset Management Company, as its
Investment Advisor

By: _____

STEPHEN SUO
SENIOR VICE PRESIDENT

By: _____

LUSON HUANG
VICE PRESIDENT

Signature Page to First Amendment and Consent to Term Loan Agreement

PARK AVENUE LOAN TRUST
BY: [illegible] MANAGEMENT COMPANY
AS AGENT

BY: _____
STEPHEN GUO
SENIOR VICE PRESIDENT

BY: _____
EDISON HWANG
VICE PRESIDENT

Signature Page to First Amendment and Consent to Term Loan Agreement

VELOCITY CLO LIMITED
By: TCW Asset Management Company,
its Collateral Manager

By: _____
Name: [illegible]
Title: [illegible]

STEPHEN ELO
SENIOR VICE PRESIDENT

By: _____
Name: [illegible]
Title: [illegible]

ROISON HUANG
VICE PRESIDENT

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

By: _____

STEPHEN S. [illegible]
SENIOR VICE PRESIDENT

By: _____

EDISON Y. HWANG
VICE PRESIDENT

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible] MUTUAL INSURANCE COMPANY

By: _____

STEPHEN SUG
SENIOR VICE PRESIDENT

By: _____

EDISON HIVANG
VICE PRESIDENT

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

By: _____

Name: [illegible]

Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

Wells Capital Management [illegible]

Wells Capital Management [illegible]

Wells Capital Management [illegible]

Wells Capital Management [illegible]

Wells Capital Management [illegible]

Wells Capital Management [illegible]

Wells Capital Management [illegible]

Wells Capital Management [illegible]

Wells Capital Management [illegible]

Wells Capital Management [illegible]

SILVERADO CLO 2006-1, LTD.
By Wells Capital Management [illegible]
Portfolio Manager

By: [illegible]
Name: [illegible]
Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

OAK HILL CREDIT PARTNERS II, LIMITED
Lender

By: Oak Hill CLO Management II, LLC
As Investment Manager

By: _____
Name: Scott D. Krase
Title: Authorized Person

OAK HILL CREDIT PARTNERS II, LIMITED
Lender

By: _____
Name:
Title: Authorized Person

OAK HILL CREDIT PARTNERS IV, LIMITED
Lender

By: Oak Hill CLO Management IV, LLC
As Investment Manager

By: _____
Name: Scott D. Krase
Title: Authorized Person

OAK HILL CREDIT PARTNERS IV, LIMITED
Lender

By: _____
Name: Scott D. Krase
Title: Authorized Person

Stichting Pensioenfonds Metalen Techniek,
Lender

By: Oak Hill Advisors (Europe), LLP
As Investment Manager

By: _____
Name: Scott D. Krase
Title: Authorized Person

Stichting Bedrijfstakpensioenfonds Voor de Metalektro,
Lender

By: Oak Hill Advisors (Europe), LLP
As Investment Manager

By: _____
Name: Scott D. Krase
Title: Authorized Person

OHA CAPITAL SOLUTIONS FINANCING (OFFSHORE) LTD.
Lender

By: _____
Name: Scott D. Krase
Title: Authorized Person

OHA CAPITAL SOLUTIONS FINANCING (OFFSHORE) LTD.
Lender

By: _____
Name: Scott D. Krase
Title: Authorized Person

OHA PARK AVENUE CLO I, LTD.

By: Oak Hill Advisors, L.P.
As Investment Manager

By: _____
Name: Scott D. Krase
Title: Authorized Person

OHSF FINANCING, LTD.

By: _____
Name: Scott D. Krase
Title: Authorized Person

OHSF FINANCING, LTD.

By: _____
Name: Scott D. Krase
Title: Authorized Person

Signature Page to First Amendment and Consent to Term Loan Agreement

THE ROYAL BANK OF SCOTLAND PLC

By: [illegible]

Name: [illegible]

Title: Vice President

RBS Greenwich Capital

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

LENDER:

By: _____

Name: Michael Puszkiewicz

Title: Chief Operating Officer

National City Bank

By: [illegible]

Michael Kelly

Vice President

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[illegible]

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Warford Capital Investors LLC:

By: [illegible]

Title: [illegible]

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Signature Page to First Amendment and Consent to Term Loan Agreement

Mariner Post LLC

By: _____

Name: David Ziff

Title: Director

Jan 20 2005 [illegible]

[LENDER]

By: Everest Income Advantage Fund
By: Everest Investment Management
Company, LLC, solely as agent and not in its
individual capacity
Name: [illegible]
Title: [illegible]

[LENDER]

By: Everest Income Advantage Fund
By: Everest Investment Management
Company, LLC, solely as agent and not in its
individual capacity
Name: [illegible]
Title: [illegible]

[LENDER]

By: Everest Income Advantage Fund
By: Everest Investment Management
Company, LLC, solely as agent and not in its
individual capacity
Name: [illegible]
Title: [illegible]

[LENDER]

By: Evergreen [illegible] Fund
By: Evergreen Investment Management Company, LLC, solely as agent and not in its individual capacity
Name: [illegible]
Title: [illegible]

[LENDER]

By: Evergreen [illegible] Income Fund
By: Evergreen Investment Management Company, LLC, solely as agent and not in its individual capacity
Name: [illegible]
Title: [illegible]

[LENDER]

By: Evergreen [illegible] Trust
By: Evergreen Investment Management Company, LLC, solely as agent and not in its individual capacity
Name: [illegible]
Title: [illegible]

FORTRESS CREDIT INVESTMENTS LTD.

By:

Name:

Title:

Glenn P. Cummins
Authorized Signatory

Signature Page to First Amendment and Consent to Term Loan Agreement

FORTRESS CREDIT [illegible] LTD.

By: _____

Name: [illegible]

Title: [illegible]

Chris P. Gunning
Authorized Signatory

Signature Page to First Amendment and Consent to Term Loan Agreement

Authorized Corporate Officer, Twelfth Employee,
Representative Office of Treasury

By: _____

Name: Ryan Urth
Title: Chief Investment Officer

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[illegible]
Trust

By: [illegible]

Name: [illegible]
Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

By: [illegible]

Name: Ryan [illegible]

Title: Chief Investment Officer

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[illegible]

By: _____

Name: [illegible]

Title: [illegible]

Signature Page to First Amendment and Consent to Time Lease Agreement

Liberty Mutual Employee Equity Incentive Plan

By: _____

Name: [illegible]

Title: Chief Financial Officer

Signature Page to First Amendment and Consent to Term Loan Agreement

Public Storage Enterprise Group, Inc.

By: _____

Name: [illegible]
Title: Chief Investment Officer

Signature Page to First Amendment and Consent to Term Loan Agreement

Rosehill Investment Company, Inc.

By: _____

Name: Ryan Hall

Title: Chief Investment Officer

Signature Page to First Amendment and Consent to Term Loan Agreement

Rotech Mortgage Bond Fund

By: _____

Name: [illegible]

Title: Chief Investment Officer

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible] Management Trust

By: _____

Name: Ryan [illegible]
Title: Chief Investment Officer

Signature Page to First Amendment and Consent to Term Loan Agreement

Freddie Mac Multifamily, Inc.

By: _____

Name: [illegible]

Title: Chief Financial Officer

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People's Dairy Corporation Pension Trust

By: _____

Name: Ryan Kelly

Title: Trust Investment Officer

Signature Page to First Amendment and Consent to Term Loan Agreement

Wisconsin Public Service Corporation

By: _____

Name: [illegible]

Title: Chief Investment Officer

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Russell [illegible] Holdings, L.L.C. / Russell Park Hotel Partners

By: _____

Name: [illegible]

Title: [illegible] Officer

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Raytheon [illegible] Trading [illegible] Portfolio

By: _____

Name: [illegible]

Title: Stock Investment Officer

Signature Page to Exit Amendment and Consent to Term Loan Agreement

Raphael [illegible] Mid Grade Portfolio

By: _____

Name:

Title: Chief Investment Officer

Signature Page to First Amendment and Consent to Term Loan Agreement

Russell Strategic Bond Fund

By: _____

Name: [illegible]

Title: Chief Investment Officer

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Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

Guarantor:

By: [redacted]

Name:

Title:

Signature Page to First Amendment and Consent to Term Loan Agreement

Chiquita Financial Products, Inc.

By: [redacted]

Name:

Title:

BRIAN BLESSING
AUTHORIZED SIGNATORY

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MORGAN STANLEY SENIOR FUNDING, INC.

By: _____

Name: _____

Title: _____

Vice President

Signature Page to First Amendment and Consent to Term Loan Agreement

MARSH FUND

By: Marsh Investment Group, LLC
its Investment Manager

By: _____
Name: [illegible]
Title: [illegible]

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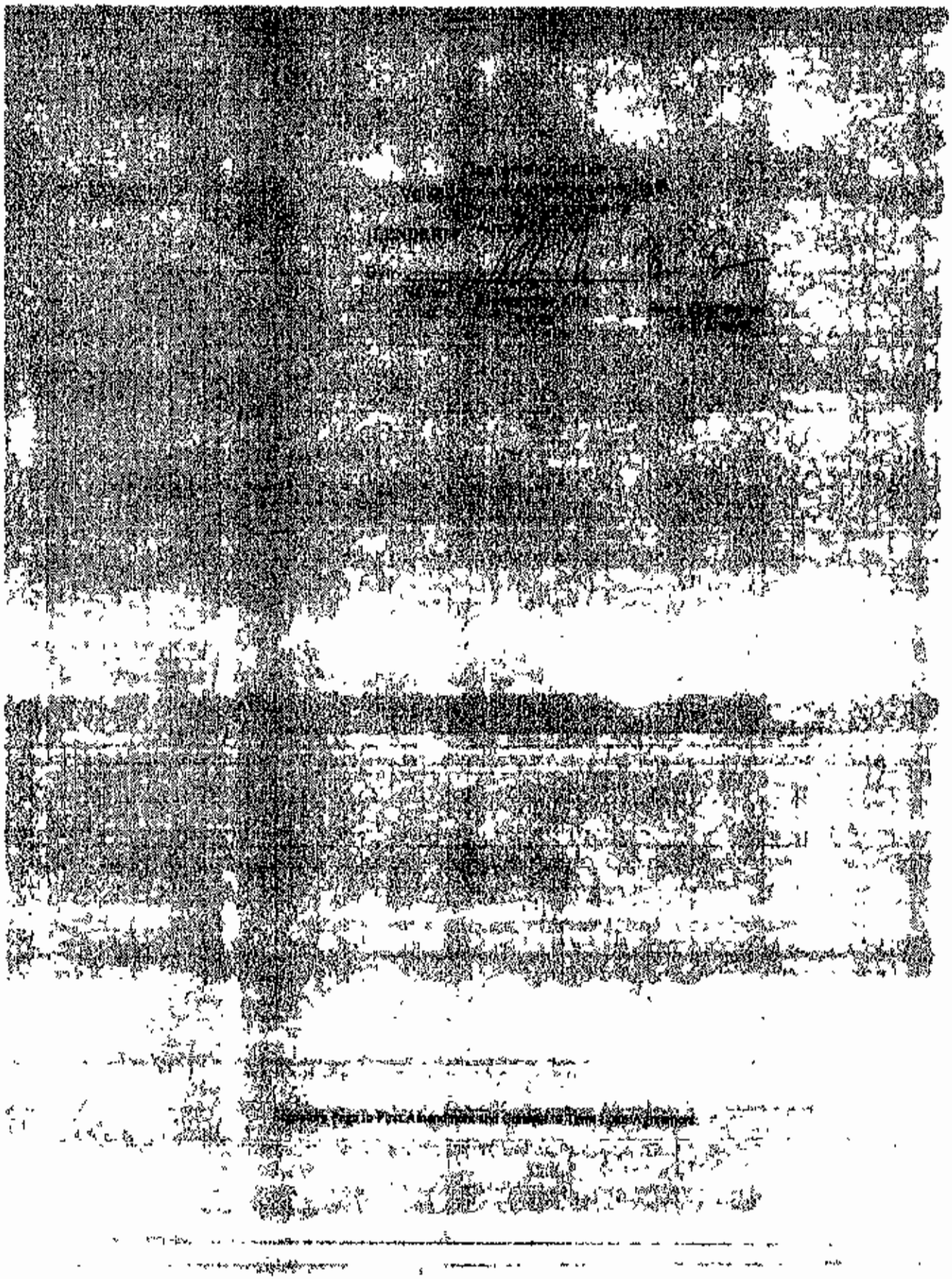
[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement



[illegible] STRUCTURED PRODUCTS CLO 2005-1 LTD.
By: [illegible] Management LLC
As Collateral Manager

[illegible] STRUCTURED PRODUCTS CLO 2005-1 LTD.
By: [illegible] Management LLC
As Collateral Manager

[illegible] STRUCTURED PRODUCTS CLO 2007-1 LTD.
By: [illegible] Management LLC
As Collateral Manager

By: [illegible]
Name: [illegible]
Title: Chief Credit Officer

Signature Page to First Amendment and Consent to Term Loan Agreement

LENDERS:

DB1 New York [illegible]

By: [illegible] LLC,
its sole member

By: _____
Name: [illegible]
Title: President

DB1 Limited Mezzanine Borrower LLC

By: [illegible] LLC, its sole member

By: _____
Name: [illegible]
Title: President

Stuyvesant Financial Borrowers

By: [illegible] on behalf of Stuyvesant [illegible] in its capacity as [illegible]

By: _____
Name: [illegible]
Title: President

Caterpillar Inc. Master Retirement Trust

By: [illegible] of Caterpillar Inc. Master Retirement Trust in its capacity as investment manager

By: _____
Name: [illegible]
Title: President

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

By: [illegible]
Name: [illegible]
Title: President

[illegible]

By: [illegible]
Name: [illegible]
Title: President

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

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Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

Collateral Manager

By: _____

Title: EVP

Date: 4/25/01

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[illegible]

Arney Lane Building, LLC

By: Gilbert Coastal Management, L.P.

as Collateral Manager

By: _____

Name: [illegible]

Title: Managing Partner and Chairman

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LENDER: [illegible]

By: [illegible]

Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

By: [illegible] Management Inc., as Collateral Manager

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

By: _____

Its: _____

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

MacKay Short Duration Alpha Fund

By: MacKay Shields LLC

As investment advisor and not individually

By: [illegible]

Name: [illegible]

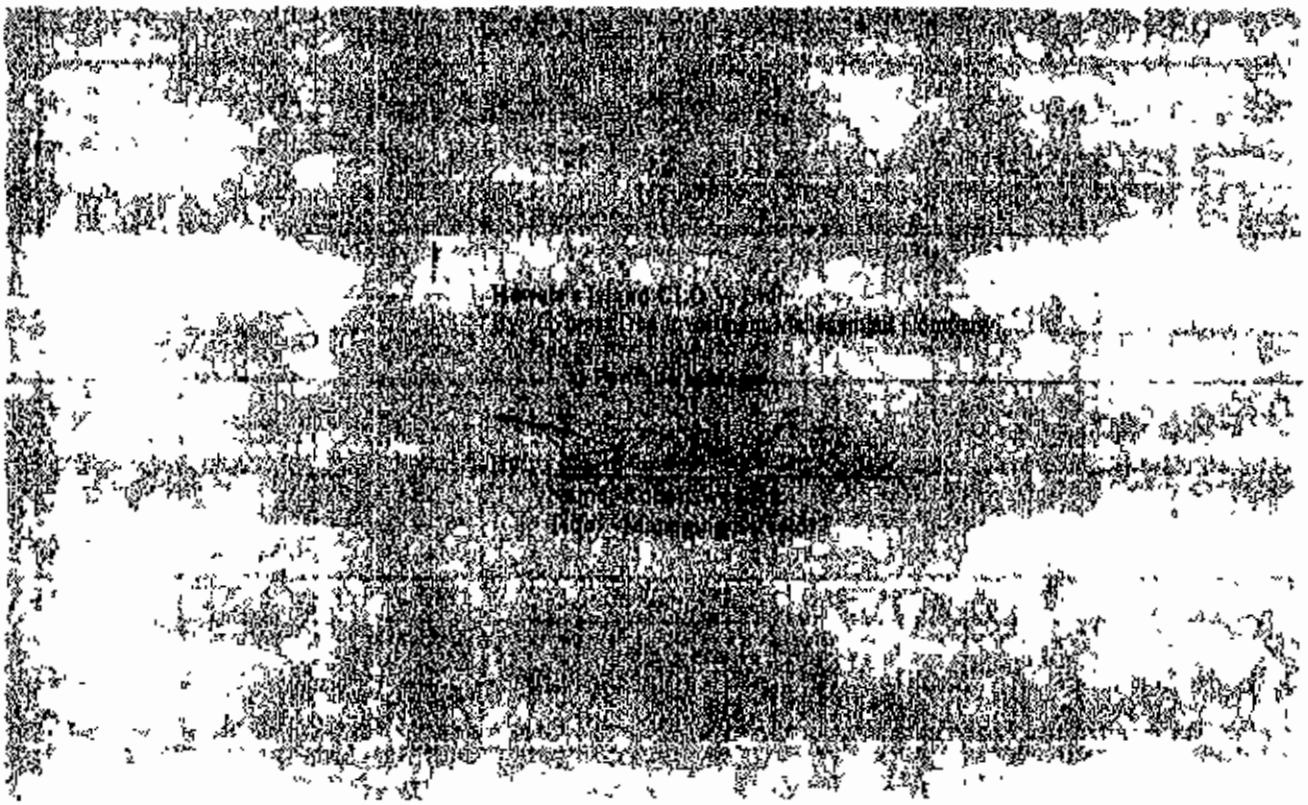
Its: [illegible]

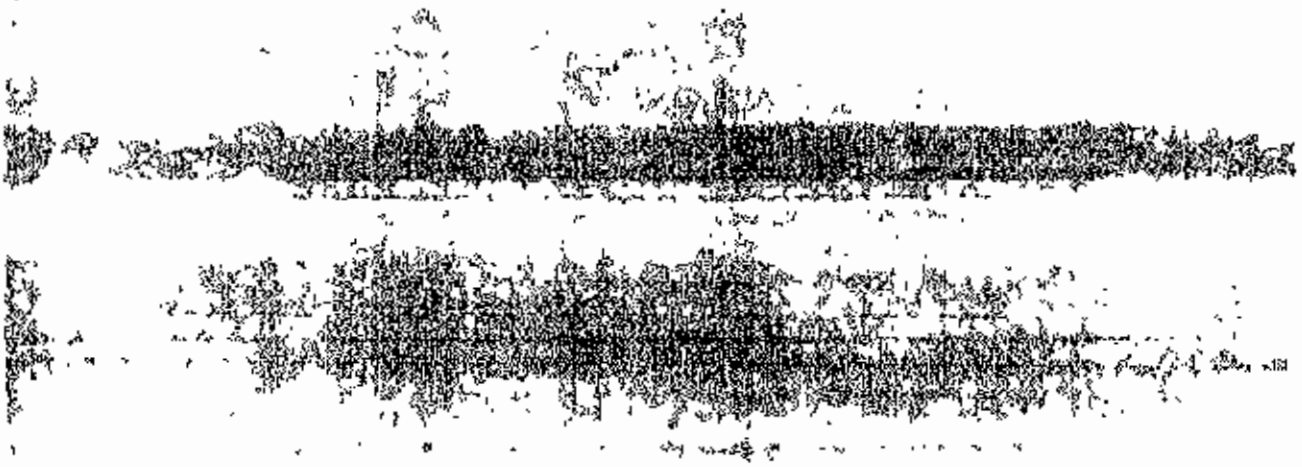
Signature Page to First Amendment and Consent to Term Loan Agreement

New York Life Insurance Company, GP - Portfolio
Alpha
By: MacKay Shields LLC
as Investment Advisor and not individually

By: [illegible]
Title: [illegible]
By: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement





Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

Hexcor Group Limited

By: _____
Name: Robert Levin
Title: Authorized Signatory

Signature Page to First Amendment and Consent to Term Loan Agreement

Hatch CLO II Limited

By: _____
Name: Michael T. Levitt
Title: Authorized Signatory

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AVENUE CAPITAL

NAME: RICHARD [illegible]

TITLE: SENIOR PORTFOLIO MANAGER

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[LENDER]

By: _____

Name:

Title: PORTFOLIO MANAGER

LORD ABBETT & CO. LLC
AS COLLATERAL MANAGER

Signature Page to First Amendment and Consent to Term Loan Agreement

LENDER:

By: _____

Name: _____

Title: _____

PORTFOLIO MANAGER

Signature Page to First Amendment and Consent to Term Loan Agreement

Genesis CLO 2007-1 Ltd.

By: GE Corporate Finance LLC

[redacted]

By: [redacted]

Name: [redacted]

Title: [redacted]

[redacted]

Signature Page to First Amendment and Consent to Term Loan Agreement

Metropolitan West High Yield Bond Fund

By: _____

Name: [illegible]

Title: Treasurer

Signature Page to First Amendment and Consent to Term Loan Agreement

KATHWAI 2007 I GP LTD

By: _____

Name:

Title: DAVID GILLISON

Authorised Signatory

Kathwai 2007 I Advisors LLC

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[illegible]

By: _____

Name: [illegible]

Title: [illegible]

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Signature Page to First Amendment and Consent to Term Loan Agreement

LENDER:

By: _____

Name: _____

Title: _____

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

By: [illegible]

Name: [illegible]

Title: Managing Director

Signature Page to First Amendment and Consent to Term Loan Agreement

LENDER: [illegible]

By: [illegible]

Name: [illegible]

Title: Managing Director

Signature Page to First Amendment and Consent to Term Loan Agreement

THRIVENT HIGH YIELD FUND
By Thrivent Asset Management, LLC, its investment adviser

By: _____
Name: Paul Oosterhouse
Title: Portfolio Manager

THRIVENT INCOME FUND
By Thrivent Asset Management, LLC, its investment adviser

By: _____
Name: Paul Oosterhouse
Title: Portfolio Manager

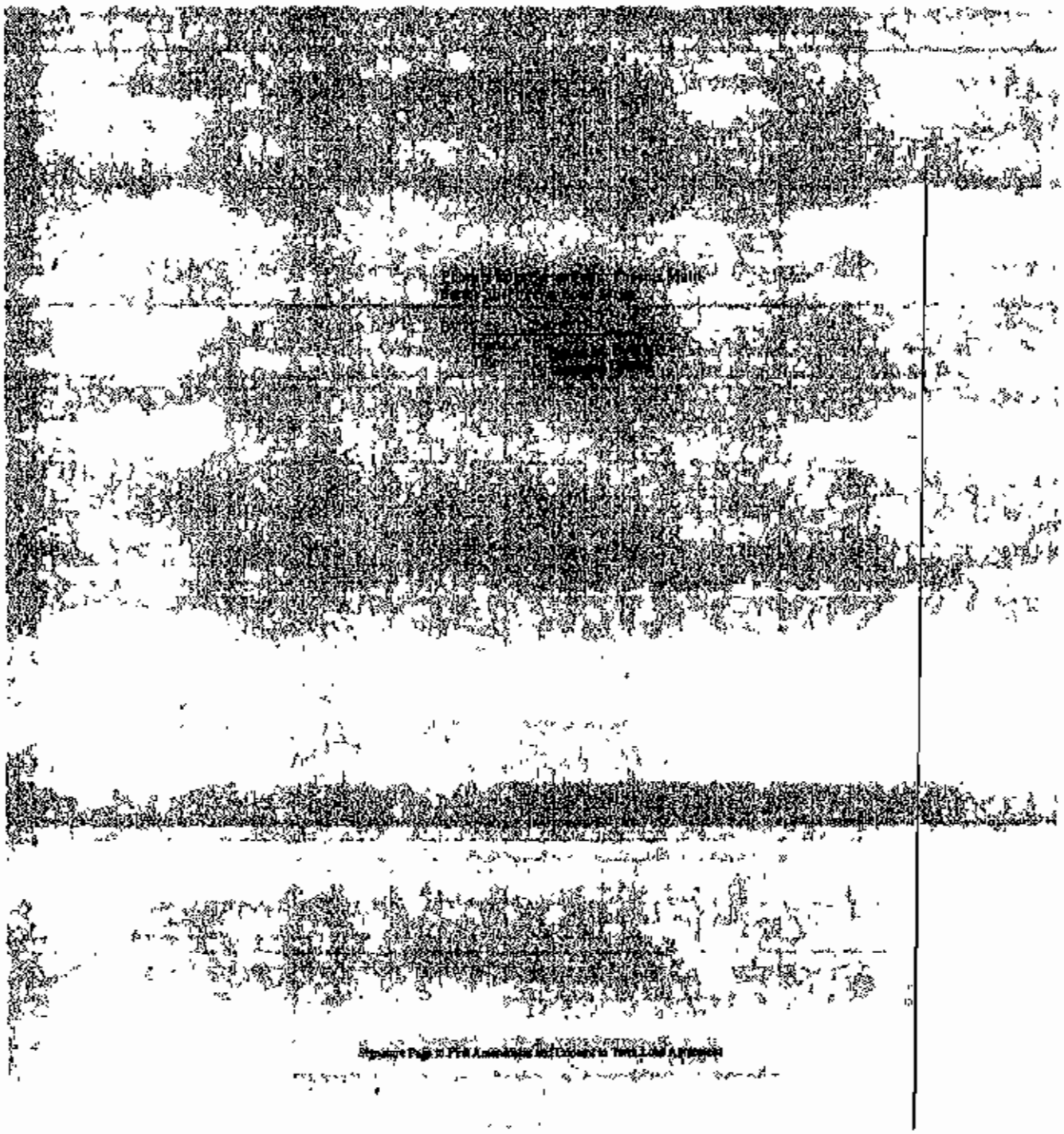
THRIVENT HIGH YIELD PORTFOLIO
By Thrivent Financial for Lutherans, its investment adviser

By: _____
Name: Paul Oosterhouse
Title: Portfolio Manager

THRIVENT INCOME PORTFOLIO
By Thrivent Financial for Lutherans, its investment adviser

By: _____
Name: Paul Oosterhouse
Title: Portfolio Manager

Signature Page to First Amendment and Consent to Term Loan Agreement



By: _____

Name:

Title: [redacted]

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

[illegible]

[illegible]

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

Victor [illegible] Fund

[illegible]

Signature Page to First Amendment and Consent to Third Lien Agreement

[illegible]

By: _____

[illegible]

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Shaford G. Kirsten Hinds, Inc. II
Intermediate Partial Liquidational Portfolio

By: [illegible]

Title: [illegible]

MICHAEL F. SCHR
SENIOR VICE PRESIDENT

Signature Page to First Amendment and Consent to Term Loan Agreement

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

LENDER:

By: [illegible]

Name: [illegible]

Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

ILLINOIS STATE BOARD OF INVESTMENT
By: TCW Asset Management Company
Its Investment Adviser

By: _____
STEPHEN S. LO
SENIOR VICE PRESIDENT

By: _____
EDISON YUNG
VICE PRESIDENT

Signature Page to First Amendment and Consent to Term Loan Agreement

BANK OF AMERICA, N.A.

By: _____
James [illegible]
Title: Vice President

Signature Page to First Amendment and Consent to Term Loan Agreement

By: _____

Name:
Title:

John Wesley Burgess
Vice President

Signature Page to First Amendment and Consent to Term Loan Agreement

LENDER:

By: _____

Name: _____

Title: _____

Signature Page to First Amendment and Consent to Term Loan Agreement

OCTAGON INVESTMENT PARTNERS XI LTD.

By: Octagon Credit Investors, Ltd.

as Collateral Manager

By: [illegible]

Name: [illegible]

Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible] INTERMEDIATE INCOME FUND

By: [illegible]
Title: [illegible]

New York Life Investment Company (Quarter) LLC
[illegible]
By: [illegible]
Its: [illegible]

By: [illegible]
Dan Hibner
Sr. Managing Director

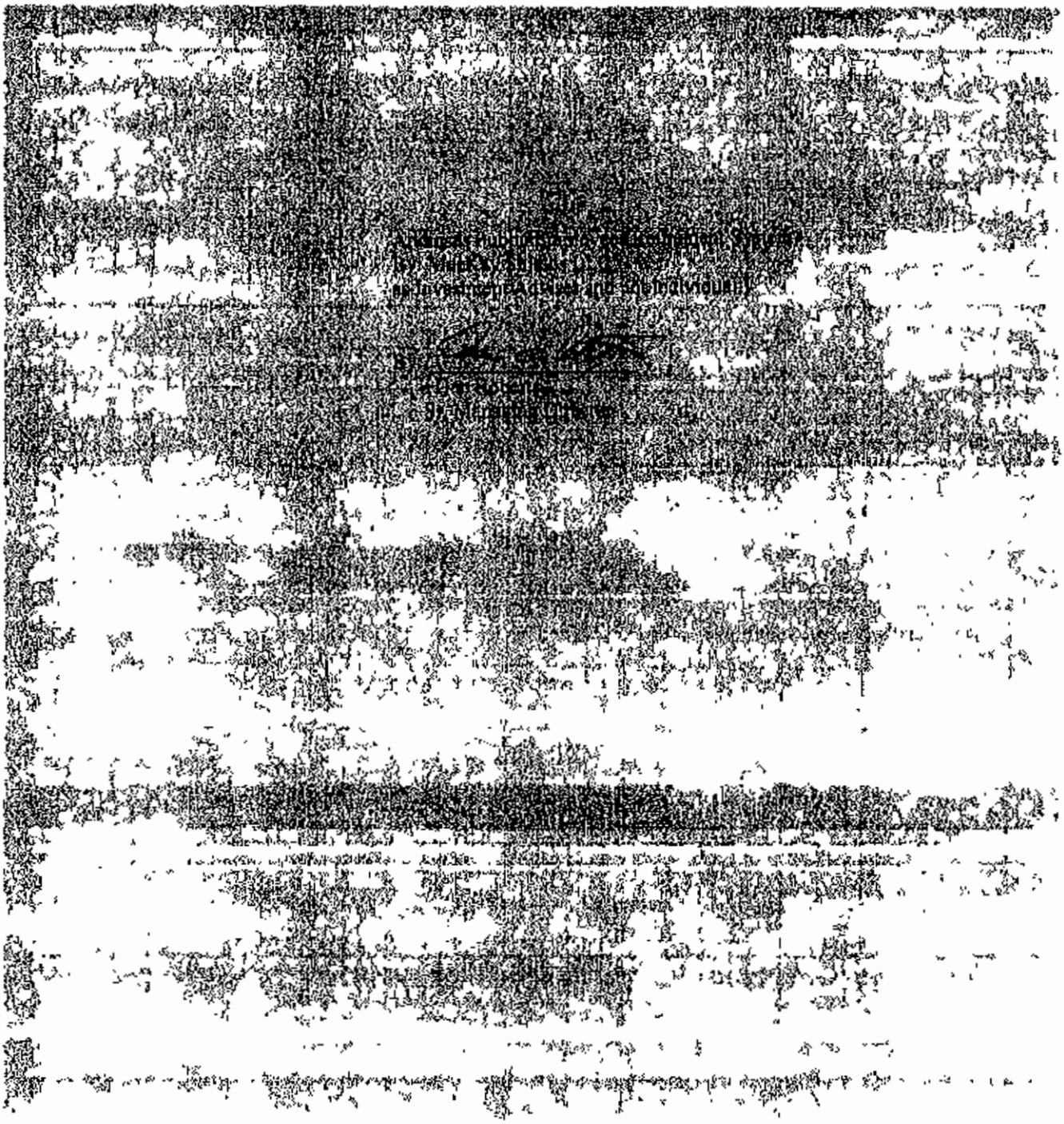
Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

Name: [illegible]

Title: [illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement



Signature Page to First Amendment and Consent to Term Loan Agreement

[illegible]

Signature Page to First Amendment and Consent to Term Loan Agreement

Deutsche Bank AG New York Branch

By: [illegible]

By: [illegible]

Name:

Title:

By: [illegible]

Name:

Title:

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Exhibit F-3
to
General Motors Term Loan Agreement

Form of Collateral Report

[Exhibit to be in the form of the Preliminary Calculation as to US Manufacturing Assets dated as of 12/31/08 which was posted recently to Intralinks]