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 EXHIBIT 10.6  
  
  
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 ATC HOLDINGS CORP.  
  
  
 PLEDGE AGREEMENT  
  
  
 Dated as of October 11, 1996  
  
  
 THE FIRST NATIONAL BANK OF BOSTON, as Managing Agent  
  
  
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 PLEDGE AGREEMENT  
  
 This Agreement, dated as of October 11, 1996, is between ATC Holdings  
Corp., a Delaware corporation ("ATC Holdings" or the "Pledgor") and The First  
National Bank of Boston, as managing agent (the "Managing Agent") for itself  
and the other Lenders under the Credit Agreement (as defined below). The  
parties agree as follows:  
  
1. Credit Agreement; Certain Rules of Construction; Definitions. The  
Lenders are providing loans to ATC Tower Corp., a Delaware corporation (the  
"Company"), pursuant to a Credit Agreement dated as of the date hereof, as from  
time to time in effect (the "Credit Agreement"), among the Company, its  
Subsidiaries from time to time party thereto, the Lenders and the Managing  
Agent. As a condition to providing the loans under the Credit Agreement, the  
Lenders are requiring the Pledgor to pledge the stock and indebtedness  
contemplated hereby to secure the payment of the Credit Obligations.  
Capitalized terms defined in the Credit Agreement and not otherwise defined  
herein are used herein with the meanings so defined. Certain other capitalized  
terms are used in this Agreement as specifically defined below in this Section  
1. Except as the context otherwise explicitly requires, (a) the capitalized  
term "Section" refers to sections of this Agreement, (b) the capitalized term  
"Exhibit" refers to exhibits to this Agreement, (c) references to a particular  
Section shall include all subsections thereof, (d) the word "including" shall  
be construed as "including without limitation", (e) terms defined in the UCC  
and not otherwise defined herein have the meaning provided under the UCC, (f)  
references to a particular statute or regulation include all rules and  
regulations thereunder and any successor statute, regulation or rules, in each  
case as from time to time in effect and (g) references to a particular Person  
include such Person's successors and assigns to the extent not prohibited by  
this Agreement and the other Credit Documents. References to "the date hereof"  
mean the date first set forth above.  
  
 1.1. "Agreement" means this Pledge Agreement as amended,  
modified and from time to time in effect.  
  
 1.2. "Credit Security" is defined in Section 2.1.  
  
 1.3. "Pledged Indebtedness" is defined in Section 2.1.2.  
  
 1.4. "Pledged Securities" is defined in Section 2.1.2.  
  
 1.5. "Pledged Stock" is defined in Section 2.1.1.  
  
 1.6. "UCC" means the Uniform Commercial Code as in effect in  
Massachusetts on the date hereof; provided, however, that with respect to the  
perfection of the Managing Agent's  
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Lien in the Credit Security and the effect of nonperfection thereof, the term  
"UCC" means the Uniform Commercial Code as in effect in any jurisdiction the  
laws of which are made applicable by section 9-103 of the Uniform Commercial  
Code as in effect in Massachusetts.  
  
2. Security.  
  
 2.1. Credit Security. As security for the payment and  
performance of the Credit Obligations, the Pledgor mortgages, pledges and  
collaterally grants and assigns to the Managing Agent for the benefit of the  
Lenders and the holders from time to time of any Credit Obligation, and creates  
a security interest in favor of the Managing Agent for the benefit of the  
Lenders and such holders in, all of the Pledgor's right, title and interest in  
and to (but none of its obligations or liabilities with respect to) the items  
and types of present and future property described in Sections 2.1.1 through  
2.1.3 (subject, however, to Section 2.1.4), whether now owned or hereafter  
acquired, all of which shall be included in the term "Credit Security":  
  
 2.1.1. Pledged Stock. (a) All shares of capital  
 stock or other evidence of beneficial interest in any  
 corporation, business trust or limited liability company, (b) all  
 limited partnership interests in any limited partnership, (c) all  
 general partnership interests in any general partnership, (d) all  
 joint venture interests in any joint venture and (e) all options,  
 warrants and similar rights to acquire such capital stock or such  
 interests. All such capital stock, interests, options, warrants  
 and other rights are collectively referred to as the "Pledged  
 Stock".  
  
 2.1.2. Pledged Indebtedness. All Indebtedness from  
 time to time owing to the Pledgor from the Company or any of its  
 Subsidiaries. All such Indebtedness is referred to as the  
 "Pledged Indebtedness". The Pledged Stock and the Pledged  
 Indebtedness are collectively referred to as the "Pledged  
 Securities".  
  
 2.1.3. Proceeds and Products. All proceeds, including  
 insurance proceeds, and products of the items of Credit Security  
 described or referred to in Section 2.1.1 and 2.1.2, and to the  
 extent not included in the foregoing, all Distributions with  
 respect to the Pledged Stock.  
  
 2.1.4. Excluded Property. Notwithstanding Sections  
 2.1.1 through 2.1.3, the payment and performance of the Credit  
 Obligations shall not be secured by more than 66% of the  
 outstanding stock or other equity in any Subsidiary organized  
 under the laws of, and operating solely in, a country other than  
 the United States of America.  
  
 2.2. Representations, Warranties and Covenants with Respect to  
Credit Security. The Pledgor represents, warrants and covenants that:  
  
 2.2.1. Pledged Stock. All shares of capital stock,  
 limited partnership interests and similar securities included in  
 the Pledged Stock are and shall be at all times duly  
  
  
  
  
  
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 authorized, validly issued, fully paid and (in the case of  
 capital stock and limited partnership interests) nonassessable.  
 The Pledgor will deliver to the Managing Agent certificates  
 representing the Pledged Stock, registered, if the Managing Agent  
 so requests, in the name of the Managing Agent or its nominee, as  
 pledgee, or accompanied by a stock transfer power executed in  
 blank and, if the Managing Agent so requests, with the signature  
 guaranteed, all in form and manner satisfactory to the Managing  
 Agent. Pledged Stock that is not evidenced by a certificate will  
 be registered in the Managing Agent's name as pledgee on the  
 issuer's records, all in form and substance satisfactory to the  
 Managing Agent. The Managing Agent may at any time transfer into  
 its name or the name of its nominee, as pledgee, any Pledged  
 Stock. In the event the Pledged Stock includes any Margin Stock,  
 the Pledgor will furnish to the Lenders Federal Reserve Form U-1  
 and take such other action as the Managing Agent may request to  
 ensure compliance with applicable laws.  
  
 2.2.2. Pledged Indebtedness. All Pledged Indebtedness  
 shall be on open account and shall not be evidenced by any note  
 or other instrument; provided, however, that all Pledged  
 Indebtedness shall, if the Managing Agent requests, be evidenced  
 by a promissory note. The Pledgor will, immediately upon the  
 receipt thereof, deliver to the Managing Agent any promissory  
 note or similar instrument representing any Pledged Indebtedness,  
 after having endorsed such promissory note or instrument in  
 blank.  
  
 2.2.3. No Liens or Restrictions on Transfer or Change  
 of Control. All Credit Security shall be free and clear of any  
 Liens and restrictions on the transfer thereof. None of the  
 Pledged Stock is subject to any option to purchase or similar  
 rights of any Person. Except with the written consent of the  
 Managing Agent, the Pledgor is not, nor will be, party to or  
 bound by any agreement, instrument, deed or lease that restricts  
 the change of control or ownership, or the creation of a security  
 interest in the ownership, of the Company or any of its  
 Subsidiaries.  
  
 2.3. Administration of Credit Security. The Credit Security  
shall be administered as follows, and if an Event of Default shall have  
occurred, Section 2.4 shall also apply.  
  
 2.3.1. Deposits; Accounts. To the extent specified by  
 prior written notice from the Managing Agent after the occurrence  
 and during the continuance of an Event of Default, all sums  
 collected or received and all property recovered or possessed by  
 the Pledgor in connection with any Credit Security shall be  
 received and held by the Pledgor in trust for and on the Lenders'  
 behalf, shall be segregated from the assets and funds of the  
 Pledgor, and shall be delivered to the Managing Agent for the  
 benefit of the Lenders.  
  
 2.3.2. Pledged Stock.  
  
  
  
  
  
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 (a) Distributions. Until an Event of Default  
 shall occur, the Pledgor shall be entitled to receive all  
 Distributions on or with respect to the Pledged Stock  
 (other than Distributions constituting additional Pledged  
 Stock). All Distributions constituting additional Pledged  
 Stock will be retained by the Managing Agent (or if  
 received by the Pledgor shall be held by the Pledgor in  
 trust and shall be immediately delivered by the Pledgor to  
 the Managing Agent in the original form received, endorsed  
 in blank) and held by the Managing Agent as part of the  
 Credit Security.  
  
 (b) If an Event of Default shall have occurred,  
 all Distributions on or with respect to the Pledged Stock  
 shall be retained by the Managing Agent (or if received by  
 the Pledgor shall be held by the Pledgor in trust and  
 shall be immediately delivered by it to the Managing Agent  
 in the original form received, endorsed in blank) and held  
 by the Managing Agent as part of the Credit Security or  
 applied by the Managing Agent to the payment of the Credit  
 Obligations in accordance with Section 2.4.6.  
  
 2.3.3. Voting.  
  
 (a) Until an Event of Default shall occur, the  
 Pledgor shall be entitled to vote or consent with respect  
 to the Pledged Stock in any manner not inconsistent with  
 the terms of any Credit Document, and the Managing Agent  
 will, if so requested, execute appropriate revocable  
 proxies therefor.  
  
 (b) If an Event of Default shall have occurred,  
 if and to the extent that the Managing Agent shall so  
 notify the Pledgor in writing, only the Managing Agent  
 shall be entitled to vote or consent or take any other  
 action with respect to the Pledged Stock (and the Pledgor  
 will, if so requested, execute or cause to be executed  
 appropriate proxies therefor).  
  
 2.4. Right to Realize upon Credit Security. Except to  
 the extent prohibited by applicable law that cannot be waived, this  
 Section 2.4 shall govern the Lenders' right to realize upon the Credit  
 Security if any Event of Default shall have occurred. The provisions of  
 this Section 2.4 are in addition to any rights and remedies available at  
 law or in equity and in addition to the provisions of any other Credit  
 Document. In the case of a conflict between this Section 2.4 and any  
 other Credit Document, this Section 2.4 shall govern.  
  
 2.4.1. General Authority. To the extent  
 specified in written notice from the Managing Agent to the  
 Pledgor, the Pledgor grants the Managing Agent full and  
 exclusive power and authority, subject to the other terms  
 hereof and applicable law, to take any of the following  
 actions (for the sole benefit of the Managing Agent on  
 behalf of the Lenders and the holders from time to time of  
 any Credit Obligations, but at the Pledgor's expense):  
  
  
  
  
  
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 (a) To ask for, demand, take, collect, xxx for  
 and receive all payments in respect of any Pledged  
 Securities which the Pledgor could otherwise ask for,  
 demand, take, collect, xxx for and receive for its own  
 use.  
  
 (b) To extend the time of payment of any Pledged  
 Stock and to make any allowance or other adjustment with  
 respect thereto.  
  
 (c) To settle, compromise, prosecute or defend  
 any action or proceeding with respect to any Pledged Stock  
 and to enforce all rights and remedies thereunder which  
 the Pledgor could otherwise enforce.  
  
 (d) To enforce the payment of any Pledged Stock,  
 either in the name of the Pledgor or in its own name, and  
 to endorse the name of the Pledgor on all checks, drafts,  
 money orders and other instruments tendered to or received  
 in payment of any Credit Security.  
  
 (e) To notify the third party payor with respect  
 to any Pledged Security of the existence of the security  
 interest created hereby and to cause all payments in  
 respect thereof thereafter to be made directly to the  
 Managing Agent; provided, however, that whether or not the  
 Managing Agent shall have so notified such payor, the  
 Pledgor will at its expense render all reasonable  
 assistance to the Managing Agent in collecting such items  
 and in enforcing claims thereon.  
  
 (f) To sell, transfer, assign or otherwise deal  
 in or with any Credit Security or the proceeds thereof, as  
 fully as the Pledgor otherwise could do.  
  
 2.4.2. Marshaling, etc. Neither the Managing  
 Agent nor the Lenders shall be required to make any demand  
 upon, or pursue or exhaust any of their rights or remedies  
 against, the Pledgor or any other guarantor, pledgor or  
 any other Person with respect to the payment of the Credit  
 Obligations or to pursue or exhaust any of their rights or  
 remedies with respect to any collateral therefor or any  
 direct or indirect guarantee thereof. Neither the  
 Managing Agent nor the Lenders shall be required to  
 marshal the Credit Security or any guarantee of the Credit  
 Obligations or to resort to the Credit Security or any  
 such guarantee in any particular order, and all of its and  
 their rights hereunder or under any other Credit Document  
 shall be cumulative. To the extent it may lawfully do so,  
 the Pledgor absolutely and irrevocably waives and  
 relinquishes the benefit and advantage of, and covenants  
 not to assert against the Managing Agent or the Lenders,  
 any valuation, stay, appraisement, extension, redemption  
 or similar laws now or hereafter existing which, but for  
 this provision, might be applicable to the sale of any  
 Credit Security made under the judgment, order or decree  
 of any court, or privately under the power of sale  
 conferred by this Agreement, or otherwise. Without  
 limiting the generality of the foregoing, the Pledgor (a)  
 agrees that it will not invoke or utilize any law which  
 might prevent, cause a delay  
  
  
  
  
  
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 in or otherwise impede the enforcement of the rights of  
 the Managing Agent or any Lender in the Credit Security,  
 (b) waives all such laws, and (c) agrees that it will not  
 invoke or raise as a defense to any enforcement by the  
 Managing Agent or any Lender of any rights and remedies  
 relating to the Credit Security or the Credit Obligations  
 any legal or contractual requirement with which the  
 Managing Agent or any Lender may have in good faith failed  
 to comply. In addition, the Pledgor waives any right to  
 prior notice (except to the extent expressly required by  
 this Agreement) or judicial hearing in connection with  
 foreclosure on or disposition of any Credit Security,  
 including any such right which the Pledgor would otherwise  
 have under the Constitution of the United States of  
 America, any state or territory thereof or any other  
 jurisdiction.  
  
 2.4.3. Sales of Credit Security. All or any  
 part of the Credit Security may be sold for cash or other  
 value in any number of lots at public or private sale,  
 without demand, advertisement or notice; provided,  
 however, that unless the Credit Security to be sold  
 threatens to decline speedily in value or is of a type  
 customarily sold on a recognized market, the Managing  
 Agent shall give the Pledgor 10 days' prior written notice  
 of the time and place of any public sale, or the time  
 after which a private sale may be made, which notice each  
 of the Pledgors and the Lenders hereby agree to be  
 reasonable. At any sale or sales of Credit Security, any  
 Lender or any of its respective officers acting on its  
 behalf, or such Lender's assigns, may bid for and purchase  
 all or any part of the property and rights so sold, may  
 use all or any portion of the Credit Obligations owed to  
 such Lender as payment for the property or rights so  
 purchased, and upon compliance with the terms of such sale  
 may hold and dispose of such property and rights without  
 further accountability to the Pledgor, except for the  
 proceeds of such sale or sales pursuant to Section 2.4.6.  
 The Pledgor acknowledges that any such sale will be made  
 by the Managing Agent on an "as is" basis with disclaimers  
 of all warranties, whether express or implied. The  
 Pledgor will execute and deliver or cause to be executed  
 and delivered such instruments, documents, assignments,  
 waivers, certificates and affidavits, will supply or cause  
 to be supplied such further information and will take such  
 further action as the Managing Agent shall request in  
 connection with any such sale.  
  
 2.4.4. Sale without Registration. If, at any  
 time when the Managing Agent shall determine to exercise  
 its rights hereunder to sell all or part of the securities  
 included in the Credit Security, the securities in  
 question shall not be effectively registered under the  
 Securities Act (or other applicable law), the Managing  
 Agent may, in its sole discretion, sell such securities by  
 private or other sale not requiring such registration in  
 such manner and in such circumstances as the Managing  
 Agent may deem necessary or advisable in order that such  
 sale may be effected in accordance with applicable  
 securities laws without such registration and the related  
 delays, uncertainty and expense. Without limiting the  
 generality of the foregoing, in any event the Managing  
 Agent may, in its sole discretion, (a) approach and  
 negotiate with a single purchaser or one or more possible  
 purchasers to effect such sale, (b) restrict such sale  
  
  
  
  
  
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 to one or more purchasers each of whom will represent and agree  
 that such purchaser is purchasing for its own account, for  
 investment and not with a view to the distribution or sale of  
 such securities and (c) cause to be placed on certificates  
 representing the securities in question a legend to the effect  
 that such securities have not been registered under the  
 Securities Act (or other applicable law) and may not be disposed  
 of in violation of the provisions thereof. The Pledgor agrees  
 that such manner of disposition is commercially reasonable, that  
 it will upon the Managing Agent's request give any such purchaser  
 access to such information regarding the issuer of the securities  
 in question as the Managing Agent may reasonably request and that  
 the Managing Agent and the Lenders shall not incur any  
 responsibility for selling all or part of the securities included  
 in the Credit Security at any private or other sale not requiring  
 such registration, notwithstanding the possibility that a  
 substantially higher price might be realized if the sale were  
 deferred until after registration under the Securities Act (or  
 other applicable law) or until made in compliance with certain  
 other rules or exemptions from the registration provisions under  
 the Securities Act (or other applicable law). The Pledgor  
 acknowledges that no adequate remedy at law exists for breach by  
 it of this Section 2.4.5 and that such breach would not be  
 adequately compensable in damages and therefore agrees that this  
 Section 2.4.5 may be specifically enforced.  
  
 2.4.5. Application of Proceeds. The proceeds of all  
 sales and collections in respect of any Credit Security or other  
 assets of the Pledgor, all funds collected from the Pledgor and  
 any cash contained in the Credit Security, the application of  
 which is not otherwise specifically provided for herein, shall be  
 applied as follows:  
  
 First, to the payment of the costs and expenses of such  
 sales and collections, the reasonable expenses of the Managing  
 Agent and the reasonable fees and expenses of its special  
 counsel;  
  
 Second, any surplus then remaining to the payment of the  
 Credit Obligations in such order and manner as the Managing Agent  
 may in its sole discretion determine; provided, however, that any  
 such payment of Credit Obligations owed to all Lenders shall be  
 pro rata in accordance with the respective Percentage Interests  
 of the Lenders; and  
  
 Third, any surplus then remaining shall be paid to the  
 Pledgor, subject, however, to the rights of the holder of any  
 then existing Lien of which the Managing Agent has actual notice.  
  
 2.5. Custody of Credit Security. Except as provided by  
applicable law that cannot be waived, the Managing Agent will have no duty as  
to the custody and protection of the Credit Security, the collection of any  
part thereof or of any income thereon or the preservation or exercise of any  
rights pertaining thereto, including rights against prior parties, except for  
the  
  
  
  
  
  
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use of reasonable care in the custody and physical preservation of any Credit  
Security in its possession. The Lenders will not be liable or responsible for  
any loss or damage to any Credit Security, or for any diminution in the value  
thereof, by reason of the act or omission of any agent selected by the Managing  
Agent acting in good faith.  
  
3. Representations and Warranties. In order to induce the Lenders to extend  
credit under the Credit Agreement, the Pledgor represents and warrants that:  
  
 3.1. Organization and Business. The Pledgor is a duly  
organized and validly existing corporation, in good standing under the laws of  
the State of Delaware, with all power and authority, corporate or otherwise,  
necessary (a) to enter into and perform this Agreement and each other Credit  
Document to which it is a party and (b) to own its properties and carry on the  
business now conducted or proposed to be conducted by it. Certified copies of  
the Charter and By-laws of the Pledgor have been previously delivered to the  
Managing Agent and are correct and complete.  
  
 3.2. Authorization and Enforceability. The Pledgor has taken  
all corporate action required to execute, deliver and perform this Agreement  
and each other Credit Document to which it is a party. Each of this Agreement  
and each other Credit Document to which the Pledgor is party constitutes the  
legal, valid and binding obligation of the Pledgor, enforceable against the  
Pledgor in accordance with its terms.  
  
 3.3. No Legal Obstacle to Agreements. Neither the execution,  
delivery and performance of this Agreement or any other Credit Document to  
which it is party, nor the consummation of any transaction referred to in or  
contemplated by this Agreement or any other Credit Document, has constituted or  
resulted, or will constitute or result, in:  
  
 (a) Any breach or termination of the provisions of any  
 agreement, instrument, deed or lease to which the Pledgor is a  
 party or by which either is bound, or of the Charter or By-laws  
 of the Pledgor; or  
  
 (b) The violation of any law, statute, judgment, decree  
 or governmental order, rule or regulation applicable to the  
 Pledgor.  
  
No approval, authorization or other action by, or declaration to or filing  
with, any governmental or administrative authority or any other Person is  
required to be obtained or made by the Pledgor in connection with the  
execution, delivery and performance of this Agreement or any other Credit  
Document to which either Pledgor is party or the transactions contemplated  
hereby or thereby.  
  
4. Defeasance. When all Credit Obligations have been paid, performed and  
reasonably determined by the Lenders to have been indefeasibly discharged in  
full, and if at the time no Lender continues to be committed to extend any  
credit to the Company under the Credit  
  
  
  
  
  
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Agreement or any other Credit Document, this Agreement shall terminate and, at  
the written request of the Pledgor, accompanied by such certificates and other  
items as the Managing Agent shall reasonably deem necessary, any Credit  
Security pledged by the Pledgor shall revert to the Pledgor and the right,  
title and interest of the Lenders therein shall terminate. Thereupon, on  
demand of the Pledgor and at its cost and expense, the Managing Agent shall  
execute proper instruments, acknowledging satisfaction of and discharging this  
Agreement, and shall redeliver to the Pledgor any Credit Security then in its  
possession.  
  
5. Successors and Assigns. The provisions of this Agreement shall inure  
to the benefit of the Lenders and their successors and assigns and shall be  
binding upon the Pledgor and its respective successors and assigns. The  
Pledgor may not assign its rights or obligations under this Agreement without  
the written consent of the Managing Agent.  
  
6. Notices. Any notice or other communication in connection with this  
Agreement shall be deemed to be given if given in writing (including telex,  
telecopy or similar teletransmission) addressed as provided below (or to the  
addressee at such other address as the addressee shall have specified by notice  
actually received by the addressor), and if either (a) actually delivered in  
fully legible form to such address (evidenced in the case of a telex by receipt  
of the correct answerback) or (b) in the case of a letter, five business days  
shall have elapsed after the same shall have been deposited in the United  
States mails, with first-class postage prepaid and registered or certified.  
  
 If to the Pledgor, to the Company at its address set forth in Exhibit  
7.1 to the Credit Agreement (as supplemented pursuant to Sections 6.4.1 and  
6.4.2 of the Credit Agreement), to the attention of the chief financial  
officer.  
  
 If to the Managing Agent, to it at its address specified in or pursuant  
to Section 16 of the Credit Agreement.  
  
7. Venue; Service of Process.  
  
 (a) The Pledgor irrevocably submits to the nonexclusive  
 jurisdiction of the state courts of The Commonwealth of Massachusetts  
 and to the nonexclusive jurisdiction of the United States District Court  
 for the District of Massachusetts for the purpose of any suit, action or  
 other proceeding arising out of or based upon this Agreement or any  
 other Credit Document or the subject matter hereof or thereof; and  
  
 (b) The Pledgor waives to the extent not prohibited by  
 applicable law, and agrees not to assert, by way of motion, as a defense  
 or otherwise, in any such proceeding brought in any of the above-named  
 courts, any claim that it is not subject personally to the jurisdiction  
 of such court, that its property is exempt or immune from attachment or  
 execution, that such proceeding is brought in an inconvenient forum,  
 that the venue of any such proceeding is improper, or that this  
 Agreement or any other  
  
  
  
  
  
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 12  
 Credit Document, or the subject matter hereof or thereof, may not be  
 enforced in or by such court.  
  
The Pledgor consents to service of process in any such proceeding in any manner  
permitted by Chapter 223A of the General Laws of The Commonwealth of  
Massachusetts and agrees that service of process by registered or certified  
mail, return receipt requested, at its address specified in or pursuant to  
Section 6 is reasonably calculated to give actual notice.  
  
8. WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW  
WHICH CANNOT BE WAIVED, EACH OF THE MANAGING AGENT AND THE PLEDGOR WAIVES, AND  
COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR  
OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE,  
CLAIM, DEMAND OR ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE CREDIT  
AGREEMENT OR ANY OTHER CREDIT DOCUMENT OR THE SUBJECT MATTER HEREOF OR THEREOF  
OR ANY CREDIT OBLIGATION OR IN ANY WAY CONNECTED WITH THE DEALINGS OF THE  
MANAGING AGENT OR THE PLEDGOR IN CONNECTION WITH ANY OF THE ABOVE, IN EACH CASE  
WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT OR TORT OR  
OTHERWISE. The Pledgor acknowledges that it has been informed by the Managing  
Agent that the provisions of this Section 8 constitute a material inducement  
upon which each of the Lenders has relied, is relying and will rely in entering  
into the Credit Agreement and any other Credit Document, and that it has  
reviewed the provisions of this Section 8 with its counsel. The Managing Agent  
or the Pledgor may file an original counterpart or a copy of this Section 8  
with any court as written evidence of the consent of the Managing Agent and the  
Pledgor to the waiver of the right to trial by jury.  
  
9. General. All covenants, agreements, representations and warranties made  
in this Agreement or any other Credit Document or in certificates delivered  
pursuant hereto or thereto shall be deemed to have been relied on by each  
Lender, notwithstanding any investigation made by the Managing Agent on its  
behalf, and shall survive the execution and delivery to the Lenders hereof and  
thereof. The invalidity or unenforceability of any term or provision hereof  
shall not affect the validity or enforceability of any other term or provision  
hereof. The headings in this Agreement are for convenience of reference only  
and shall not limit, alter or otherwise affect the meaning hereof. This  
Agreement and the other Credit Documents constitute the entire understanding of  
the parties with respect to the subject matter hereof and thereof and supersede  
all prior and current understandings and agreements, whether written or oral.  
This Agreement is a Credit Document and may be executed in any number of  
counterparts, which together shall constitute one instrument. THIS AGREEMENT  
SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS (OTHER THAN THE  
CONFLICT OF LAWS RULES) OF THE COMMONWEALTH OF MASSACHUSETTS.  
  
  
  
  
  
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 13  
 Each of the undersigned has caused this Agreement to be executed and  
delivered by its duly authorized officer as an agreement under seal as of the  
date first written above.  
  
  
  
 ATC HOLDINGS CORP.  
  
  
 By /s/ Xxxx X. Xxxxxx   
 -----------------------------------  
 Title: President  
  
  
  
 THE FIRST NATIONAL BANK OF BOSTON,  
 as Managing Agent under the Credit  
 Agreement  
  
  
 By /s/ Xxxxxxxx X. Xxxxxx   
 -----------------------------------  
 Title: Director