

AMENDMENT NO. 1 TO THE
REVOLVING CREDIT AGREEMENT

Dated as of March 12, 2007

AMENDMENT NO. 1 TO THE REVOLVING CREDIT AGREEMENT (this "Amendment"), among Building Materials Corporation of America, BMCA Acquisition Inc. and BMCA Acquisition Sub Inc. (the "Borrowers"), the banks, financial institutions and other institutional lenders parties as lenders to the Credit Agreement referred to below (collectively, the "Existing Lenders"), the banks, financial institutions and other institutional lenders which will become parties to such Credit Agreement and are parties to this Amendment (the "Additional Lenders") and Deutsche Bank AG New York Branch, as administrative agent (the "Administrative Agent") for the Lenders.

PRELIMINARY STATEMENTS:

(1) The Borrowers, the Existing Lenders and the Administrative Agent have entered into a Revolving Credit Agreement dated as of February 22, 2007 (the "Credit Agreement"). Capitalized terms not otherwise defined in this Amendment have the same meanings as specified in the Credit Agreement.

(2) The Borrowers, the Existing Lenders and the Administrative Agent have agreed to amend the Credit Agreement as hereinafter set forth and the Additional Lenders have agreed to become Lenders under the Credit Agreement.

SECTION 1. Amendments to Credit Agreement. The Credit Agreement is, effective as of the date hereof and subject to the satisfaction of the conditions precedent set forth in Section 2, hereby amended as follows:

(a) Clause (b) of Preliminary Statement (1) is amended in its entirety to read as follows:

"(b) entering into a \$325,000,000 Bridge Loan Agreement with Deutsche Bank AG Cayman Islands Branch, as collateral agent and as administrative agent, and the other financial institutions party thereto (such Bridge Loan Agreement, as amended, restated, supplemented or otherwise modified, replaced or refinanced, including an amendment and restatement thereof by the Junior Lien Term Loan Agreement, entered into on or about March 14, 2007, with Deutsche Bank AG New York Branch, as collateral agent and as administrative agent, the 'Bridge Loan Facility')."

(b) The definition of "Commitment" in Section 1.01 is amended in full to read as follows:

"`Commitment' means a Revolving Credit Commitment or a Swing Line Commitment, as the context may require."

(c) The definition of "Letter of Credit Commitment" in Section 1.01 is deleted.

(d) The definition of "Obligations" in Section 1.01 is amended by deleting the word "and" before "(c)" and replacing it with "," and adding at the end of such definition the following: "and (d) the obligation of any Loan Party in respect of any Secured Hedge Agreement."

(e) The term "Option Shares" in Section 1.01 is amended by replacing such term with the term "Option Stock".

(f) The definition of "Secured Obligations" in Section 1.01 is amended by deleting the word "Debt" therein and replacing it with the word "Obligations".

(g) The definition of "Termination Date" in Section 1.01 is amended by deleting the words ", the Letter of Credit Commitment".

(h) Section 2.06(b)(i) is amended by adding before the word "shall" therein the following: "or from any Extraordinary Receipts in respect of the Collateral".

(i) Section 2.06(b)(iii) is amended by adding after the words "Term Loan Facility" the words "or the Bridge Loan Facility".

(j) The first paragraph of Section 2.11(f) is amended by adding after the word "Documents" in the fourth line thereof the following: "(or to cash collateralize any Letter of Credit to the extent required at such time pursuant to the terms hereof)".

(k) Section 2.11(f)(viii) is amended in its entirety to read as follows:

"(viii) eighth, to the payment of the principal amount of all of the outstanding Advances that is due and payable to the Administrative Agent and the Lender Parties on such date and the cash collateralization of each Letter of Credit outstanding on such date to the extent required to be collateralized at such time pursuant to the terms hereof at 100% of the Available Amount thereof, ratably based

upon the respective aggregate amounts of all such principal owing to the Administrative Agent and the Lender Parties on such date and the Available Amount of all outstanding Letters of Credit on such date;"

(l) Section 5.02(f)(v) is amended by deleting the words "Schedule 4.01(s)" therein and replacing them with the words "Schedule 4.01(r)".

(m) Section 5.02(f)(vii)(C) is amended by deleting the word "contingent" in such Section.

(n) Section 5.02(j)(vi) is amended by adding at the end thereof the following: ", provided, however, that repayment of Debt to G-1 Holdings or BMCA Holdings Corporation is subject to the provisions of clause (vii)(A) below.".

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(o) Section 6.01 is amended by deleting the word "BMCA" the first time it appears in the last proviso in such Section and replacing it with the following: "any Borrower".

(p) Section 7.05(a) is amended by adding at the end of the first parenthetical therein the following: "and without limiting the Borrowers' obligation to do so to the extent required pursuant to Section 8.04".

(q) Section 8.01(a) is amended by adding the words "the Intercreditor Agreement" after the word "Guaranty" in the second parenthetical in such Section.

(r) Section 8.01(a)(ii) is amended by adding at the beginning of such Section the following: "amend the definitions of 'Required Lenders', 'Super Majority Lenders' or 'Pro Rata Share', amend the second sentence in Section 2.11(a) or".

(s) Section 8.01(a)(iv) is amended by adding after the word "transactions" therein the following: "or modify the priority of the rights of any Lender Party or any Agent in the Collateral as provided in the Intercreditor Agreement".

(t) Section 8.01(a)(viii) is amended by adding after the word "hereunder" therein the following: "or modify the definition of 'Termination Date' to extend the period in which the Commitments of the Lenders are available hereunder".

(u) Section 8.01(b) is amended by adding after the word "may" in the seventh line thereof the following: ", with the Borrowers responsible for the payment of any assignment fee,".

(v) Section 8.07(g) is amended by deleting the words "the undrawn portion of its Letter of Credit Commitment" and replacing them with the words "this Agreement".

(w) Section 8.10 is amended to add at the end thereof the following: "and to any SPC, any trustee thereof and its legal and financial advisors, and then only on a confidential basis".

(x) Schedule I to the Credit Agreement is replaced in its entirety by Annex A attached hereto.

(y) Schedule 4.01(r) is replaced in its entirety by Annex B attached hereto.

(z) The Credit Agreement is amended to add the Additional Lenders as Lenders thereunder.

SECTION 2. Conditions of Effectiveness. This Amendment shall become effective as of the date first above written when, and only when, the Administrative Agent shall have received counterparts of this Amendment executed by the Borrowers, the Existing Lenders and the Additional Lenders or, as to any of the Existing Lenders or Additional Lenders, advice satisfactory to the Administrative Agent that it has executed this Amendment and the consent attached hereto executed by each Guarantor.

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SECTION 3. Additional Lenders, Prepayment and Borrowing. The Revolving Credit Commitment of each Lender, after giving effect to this Amendment, is as set forth on Annex A hereto. Solely to facilitate the Additional Lenders becoming parties to the Credit Agreement and the reallocation of outstanding Advances and participations in Letters of Credit among the Lenders to reflect their Pro Rata Share of the Commitments, on the date this Amendment becomes effective or as soon thereafter as determined by the Administrative Agent and the Borrowers and notified to the Lenders, and notwithstanding anything to the contrary in the Credit Agreement, including without limitation Section 3.02 thereof, the Borrowers will obtain Revolving Credit Advances from the Lenders ratably according to their respective Revolving Credit Commitments and in an aggregate amount equal to the aggregate outstanding amount of Revolving Credit Advances, and the Administrative Agent, on behalf of the Borrowers, shall apply the proceeds of such Revolving Credit Advances made by the Lenders to prepay the aggregate amount of Revolving Credit Advances of each Existing Lender outstanding prior thereto.

SECTION 4. Representations and Warranties of the Borrowers.

Each Borrower represents and warrants that this Amendment has been duly executed and delivered by such Borrower, and this Amendment and the Credit Agreement, as amended hereby, are legal, valid and binding obligations of such Borrower, enforceable against such Borrower in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

SECTION 5. Reference to and Effect on the Credit Agreement and the Loan Documents. (a) On and after the effectiveness of this Amendment, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in the Notes and each of the other Loan Documents to "the Credit Agreement", "thereunder", "thereof" or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement, as amended by this Amendment.

(b) The Credit Agreement, as amended by this Amendment, and each of the other Loan Documents are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of any Lender or the Agent under the Credit Agreement, nor constitute a waiver of any provision of the Credit Agreement.

SECTION 6. Costs, Expenses. The Borrowers agree, jointly and severally, to pay on demand all costs and expenses of the Administrative Agent in connection with the preparation, execution, delivery and administration, modification and amendment of this Amendment and the other instruments and documents to be delivered hereunder (including, without limitation, the reasonable and documented fees and expenses of counsel for the Administrative Agent) in accordance with the terms of Section 8.04 of the Credit Agreement.

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SECTION 7. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment or the consent attached hereto by telecopier or electronic mail shall be effective as delivery of a manually executed counterpart of this Amendment or such consent.

SECTION 8. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

BUILDING MATERIALS CORPORATION OF AMERICA
BMCA ACQUISITION INC.
BMCA ACQUISITION SUB INC.

By /s/ John M. Maitner

Name: John M. Maitner
Title: Vice President & Treasurer

Signature Page to Amendment No. 1
Revolving Credit Agreement

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent and as Lender

By /s/ Marguerite Sutton

Name: Marguerite Sutton
Title: Director

By /s/ Paul O'Leary

Name: Paul O'Leary
Title: Vice President

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JPMORGAN CHASE BANK, N.A.,
as Lender

By /s/ John M. Hariaczyi

Name: John M. Hariaczyi
Title: Vice President

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THE CIT GROUP/BUSINESS CREDIT, INC.,
as Lender

By /s/ Evelyn Kusold

Name: Evelyn Kusold
Title: Vice President

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CITICORP USA, INC.,
as Lender

By /s/ Jeffrey Nitz

Name: Jeffrey Nitz
Title: Director

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GENERAL ELECTRIC CAPITAL CORPORATION,
as Lender

By /s/ Mark Dowling

Name: Mark Dowling
Title: Duly Authorized Signatory

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IXIS FINANCIAL PRODUCTS INC.,
as Lender

By /s/ Neal A. Sobal

Name: Neal A. Sobal
Title: Managing Director

By /s/ Christopher Hayden

Name: Christopher Hayden
Title: Managing Director

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WACHOVIA BANK, NATIONAL ASSOCIATION.,
as Lender

By /s/ Alex Lurye

Name: Alex Lurye
Title: Vice President

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BANK OF AMERICA, N.A.,
as Additional Lender

By /s/ Robert Scalzitti

Name: Robert Scalzitti
Title: Vice President

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NATIONAL CITY BUSINESS CREDIT, INC.,
as Additional Lender

By /s/ Jason Hanes

Name: Jason Hanes
Title: Vice President

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UPS CAPITAL CORPORATION,
as Additional Lender

By /s/ John P. Halloway

Name: John P. Halloway
Title: Director of Portfolio Management

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WELLS FARGO Foothill, LLC,
as Additional Lender

By /s/ Juan Barrera

Name: Juan Barrera
Title: Vice President

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ALLIED IRISH BANKS, p.l.c.,
as Additional Lender

By /s/ Martin Chin

Name: Martin Chin
Title: Senior Vice President

By /s/ Eanna P. Mulkere

Name: Eanna P. Mulkere
Title: Assistant Vice President

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BAYERISCHE LANDESBANK
- NEW YORK BRANCH, as Additional Lender

By /s/ Edward J. Cripps

Name: Edward J. Cripps

Title: Vice President

By /s/ Georgina Fiordalisi

Name: Georgina Fiordalisi
Title: Vice President

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BURDALE FINANCIAL LIMITED,
as Additional Lender

By /s/ N.B. Hegg

Name: N.B. Hegg
Title: Director

By /s/ S.T. Wait

Name: S.T. Wait
Title: Director

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GMAC COMMERCIAL FINANCE LLC,
as Additional Lender

By /s/ Robert J. Bradow

Name: Robert J. Bradow
Title: Director

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MERRILL LYNCH CAPITAL, A DIVISION OF
MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.,
as Additional Lender

By /s/ Richard Holston

Name: Richard Holston
Title: Vice President

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UBS LOAN FINANCE LLC,
as Additional Lender

By /s/ Richard L. Tavrow

Name: Richard L. Tavrow
Title: Director,
Banking Products Services, US

By /s/ Irja R. Olsa

Name: Irja R. Olsa
Title: Associate Director,
Banking Products Services, US

Revolving Credit Agreement

CONSENT

Dated as of March 12, 2007

Each of the undersigned, as a Guarantor under the Guaranty dated February 22, 2007 (the "Guaranty") and as a Grantor under the Security Agreement dated February 22, 2007 (the "Security Agreement"), in each case in favor of the Administrative Agent and for its benefit and the benefit of the Secured Parties (as defined in the Credit Agreement referred to in the foregoing Amendment), hereby consents to such Amendment and hereby confirms and agrees that (a) notwithstanding the effectiveness of such Amendment, the Guaranty, the Security Agreement and the other Collateral Documents (as defined in such Credit Agreement) to which it is a party are, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects, except that, on and after the effectiveness of such Amendment, each reference in the Guaranty, the Security Agreement and such other Collateral Documents to the "Credit Agreement", "thereunder", "thereof" or words of like import shall mean and be a reference to the Credit Agreement, as amended by such Amendment, and (b) the Collateral Documents to which such Guarantor is a party and all of the Collateral described therein do, and shall continue to, secure the payment of all of the Secured Obligations (in each case, as defined therein).

BUILDING MATERIALS CORPORATION OF AMERICA
BMCA ACQUISITION INC.
BMCA ACQUISITION SUB INC
BMCA FRESNO LLC
BMCA FRESNO II LLC
BMCA GAINESVILLE LLC
BMCA INSULATION PRODUCTS INC.
BMCA QUAKERTOWN INC.
BUILDING MATERIALS INVESTMENT CORPORATION
BUILDING MATERIALS MANUFACTURING CORPORATION
DUCTWORK MANUFACTURING CORPORATION
GAF LEATHERBACK CORP.
GAF MATERIALS CORPORATION (CANADA)
GAF PREMIUM PRODUCTS INC.
GAF REAL PROPERTIES, INC.
GAFTECH CORPORATION
HBP ACQUISITION LLC
LL BUILDING PRODUCTS INC.
PEQUANNOCK VALLEY CLAIM SERVICE COMPANY, INC.
SOUTH PONCA REALTY CORP.
WIND GAP REAL PROPERTY ACQUISITION CORP.

By /s/ John M. Maitner

Name: John M. Maitner
Title: Vice President & Treasurer

Consent to Amendment No. 1
Revolving Credit Agreement

ANNEX A

SCHEDULE I
COMMITMENTS AND APPLICABLE LENDING OFFICES

NAME OF LENDER PARTY	REVOLVING CREDIT COMMITMENT	SWING LINE COMMITMENT	DOMESTIC LENDING OFFICE	EURODOLLAR LENDING OFFICE
Deutsche Bank AG New York Branch	\$45,000,000.00	\$25,000,000.00	Credit Contact: Marguerite Sutton Director Deutsche Bank 60 Wall Street, MS NYC60-0208 New York, NY 10005 Phone: (212) 250-6150 Fax: (212) 797-4655 E-Mail: marguerite.sutton@db.com	Credit Contact: Marguerite Sutton Director Deutsche Bank 60 Wall Street, MS NYC60-0208 New York, NY 10005 Phone: (212) 250-6150 Fax: (212) 797-4655 E-Mail: marguerite.sutton@db.com
			Operations Contact (including borrowing notices): Sandra Friedman Deutsche Bank AG New York Branch 100 Plaza One Jersey City, NJ 07311-3901 Phone: (201) 593-2445 Fax: : (201) 593-2309 E-mail: sandra.friedman@db.com	Operations Contact (including borrowing notices): Sandra Friedman Deutsche Bank AG New York Branch 100 Plaza One Jersey City, NJ 07311-3901 Phone: (201) 593-2445 Fax: : (201) 593-2309 E-mail: sandra.friedman@db.com
JPMorgan Chase Bank, N.A.	\$45,000,000.00		JPMorgan Chase Bank, N.A. 120 S. LaSalle Street	JPMorgan Chase Bank, N.A. 120 S. LaSalle Street

Chicago, IL 60603-3403

Chicago, IL 60603-3403

Credit Contact:
 John Hariaczyi
 Vice President
 One Chase Square
 Tower 25
 Rochester, NY 14643
 Phone: (585) 258-6903
 Fax: (585) 258-7440
 E-mail: john.hariaczyi@jpmorgan.com

Credit Contact:
 John Hariaczyi
 Vice President
 One Chase Square
 Tower 25
 Rochester, NY 14643
 Phone: (585) 258-6903
 Fax: (585) 258-7440
 E-mail: john.hariaczyi@jpmorgan.com

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NAME OF LENDER PARTY	REVOLVING CREDIT COMMITMENT	SWING LINE COMMITMENT	DOMESTIC LENDING OFFICE	EURODOLLAR LENDING OFFICE
The CIT Group/Business Credit, Inc.	\$45,000,000.00		Operations Contact: Keely Hicks Part/Synd Specialist 120 S. LaSalle, 8th Floor Chicago, IL 60690 Phone: (312) 661-1678 Fax: (312) 661-1686 E-mail: keely.hicks@jpmorgan.com	Operations Contact: Keely Hicks Part/Synd Specialist 120 S. LaSalle, 8th Floor Chicago, IL 60690 Phone: (312) 661-1678 Fax: (312) 661-1686 E-mail: keely.hicks@jpmorgan.com
			The CIT Group/Business Credit, Inc. 11 West 42nd Street, 13th Floor New York, NY 10036	The CIT Group/Business Credit, Inc. 11 West 42nd Street, 13th Floor New York, NY 10036
Citicorp USA, Inc.	\$45,000,000.00		Credit Contact: Attn: Evelyn Kusold Phone: (212) 461-7726 Fax: (212) 461-7762 E-mail: evelyn.kusold@cit.com	Credit Contact: Attn: Evelyn Kusold Phone: (212) 461-7726 Fax: (212) 461-7762 E-mail: evelyn.kusold@cit.com
			Operations Contact: Attn: Judy Crews Phone: 434-773-2006 Fax: 800-394-9508 E-mail: judy.crews@cit.com	Operations Contact: Attn: Judy Crews Phone: (434) 773-2006 Fax: (800) 394-9508 E-mail: judy.crews@cit.com
			Citicorp USA, Inc. 2 Penns Way, 1st Floor New Castle, DE 19720	Citicorp USA, Inc. 2 Penns Way, 1st Floor New Castle, DE 19720
			Credit Contact: Jeffrey Nitz Phone: (212) 816-7845 Fax: (212) 816-2613 E-mail: jeffrey.nitz@citigroup.com	Credit Contact: Jeffrey Nitz Phone: (212) 816-7845 Fax: (212) 816-2613 E-mail: jeffrey.nitz@citigroup.com

2

NAME OF LENDER PARTY	REVOLVING CREDIT COMMITMENT	SWING LINE COMMITMENT	DOMESTIC LENDING OFFICE	EURODOLLAR LENDING OFFICE
General Electric Capital Corporation	\$45,000,000.00		Operations Contact: Carmen Otero Phone: (302) 894-6111 Fax: (212) 994-0849 E-mail: carmen.oter@citigroup.com	Operations Contact: Carmen Otero Phone: (302) 894-6111 Fax: (212) 994-0849 E-mail: carmen.oter@citigroup.com
			Credit Contact: Mark Dowling Vice President Risk GE Commercial Financial Services 401 Merritt 7 Norwalk, CT 06851 Phone: 203-229-1486 Fax: 203-229-5643 E-mail: Mark.Dowling@ge.com	Credit Contact: Mark Dowling Vice President Risk GE Commercial Financial Services 401 Merritt 7 Norwalk, CT 06851 Phone: 203-229-1486 Fax: 203-229-5643 E-mail: Mark.Dowling@ge.com
			Operations Contact: GE Corporate Financial Services 201 Merritt 7 Norwalk, CT 06851 Attn: Carol M. Rose Phone: (203) 229-5705 Fax: (203) 229-5787 E-mail: Carol.Rose@GE.com	Operations Contact: GE Corporate Financial Services 201 Merritt 7 Norwalk, CT 06851 Attn: Carol M. Rose Phone: (203) 229-5705 Fax: (203) 229-5787 E-mail: Carol.Rose@GE.com

IXIS Financial
Products Inc. \$5,000,000.00

IXIS Financial Products Inc.
9 W. 57th Street
New York, NY 10019

IXIS Financial Products Inc.
9 W. 57th Street
New York, NY 10019

Credit Contact
Matt Burke
Vice President
9 W. 57th Street, 36th Floor
New York, NY 10019
Phone: (212) 891-1845
Fax: (212) 891-1806
E-mail: m.burke@ixiscm.com

Credit Contact
Matt Burke
Vice President
9 W. 57th Street, 36th Floor
New York, NY 10019
Phone: (212) 891-1845
Fax: (212) 891-1806
E-mail: m.burke@ixiscm.com

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NAME OF LENDER PARTY	REVOLVING CREDIT COMMITMENT	SWING LINE COMMITMENT	DOMESTIC LENDING OFFICE	EURODOLLAR LENDING OFFICE
Wachovia Bank, National Association	\$45,000,000.00		Operations Contact: Rachael Van Wyckhouse Operations Manager Plaza V - 31st Floor HARBORSIDE FINANCIAL CENTER Jersey City, NJ 07311 Phone: (201) 761-6516 Fax: (201) 761-6986 E-mail: r.vanwyckhouse@ixiscm.com	Operations Contact: Rachael Van Wyckhouse Operations Manager Plaza V - 31st Floor HARBORSIDE FINANCIAL CENTER Jersey City, NJ 07311 Phone: (201) 761-6516 Fax: (201) 761-6986 E-mail: r.vanwyckhouse@ixiscm.com
			Wachovia Bank, N.A. 1133 Avenue of the Americas New York, NY 10036	Wachovia Bank, N.A. 1133 Avenue of the Americas New York, NY 10036
			Credit Contact: Alex Lurye Vice President Phone: (212) 545-4387 Fax: (212) 545-4283 E-mail: alex.lurye@wachovia.com	Credit Contact: Alex Lurye Vice President Phone: (212) 545-4387 Fax: (212) 545-4283 E-mail: alex.lurye@wachovia.com
			Operations Contact: Adam Becker Collateral Analyst Phone: (212) 545-4372 Fax: (866) 502-2873 E-mail: adam.becker@wachovia.com	Operations Contact: Adam Becker Collateral Analyst Phone: (212) 545-4372 Fax: (866) 502-2873 E-mail: adam.becker@wachovia.com
Bank of America, N.A.	\$32,500,000.00		Bank of America, N.A.	Bank of America, N.A.
			Credit Contact: Robert Scalzitti Vice President, Senior Client Manager 335 Madison Avenue, 6th Floor New York, NY 10017 Phone: (212) 503-7837 Fax: (212) 503-7330 E-mail: robert.m.scalzitti@bankofamerica.com	Credit Contact: Robert Scalzitti Vice President, Senior Client Manager 335 Madison Avenue, 6th Floor New York, NY 10017 Phone: (212) 503-7837 Fax: (212) 503-7330 E-mail: robert.m.scalzitti@bankofamerica.com

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NAME OF LENDER PARTY	REVOLVING CREDIT COMMITMENT	SWING LINE COMMITMENT	DOMESTIC LENDING OFFICE	EURODOLLAR LENDING OFFICE
			Operations Contact: Laura Tracy Senior Operations Analyst 20975 Swenson Drive, Suite 200 Waukesha, WI 53186 Phone: (262) 798-4852 Fax: (312) 453-6280 E-Mail: laura.tracy@bankofamerica.com	Operations Contact: Laura Tracy Senior Operations Analyst 20975 Swenson Drive, Suite 200 Waukesha, WI 53186 Phone: (262) 798-4852 Fax: (312) 453-6280 E-Mail: laura.tracy@bankofamerica.com
			Back-Up Operations Contact: Terese Tokarski Operations Analyst Phone: (262) 798-4821 Fax: (312) 453-6581 E-Mail: terese.tokarski@bankofamerica.com	Back-Up Operations Contact: Terese Tokarski Operations Analyst Phone: (262) 798-4821 Fax: (312) 453-6581 E-Mail: terese.tokarski@bankofamerica.com

National City Business Credit, Inc.	\$35,000,000.00	National City Business Credit, Inc. 1965 E. 6th Street, Suite 400 Locator #3049 Cleveland, OH 44114	National City Business Credit, Inc. 1965 E. 6th Street, Suite 400 Locator #3049 Cleveland, OH 44114
		Credit Contact: Jason Hanes, Vice President Phone: (216) 222-9508 Fax: (216) 222-3655 E-mail: jason.hanes@nationalcity.com	Credit Contact: Jason Hanes, Vice President Phone: (216) 222-9508 Fax: (216) 222-3655 E-mail: jason.hanes@nationalcity.com
		Operations Contact: David McFarland, Sr. Associate Phone: (216) 222-5326 Fax: (216) 222-9555 E-mail: ncbooperations@nationalcity.com	Operations Contact: David McFarland, Sr. Associate Phone: (216) 222-5326 Fax: (216) 222-9555 E-mail: ncbooperations@nationalcity.com

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NAME OF LENDER PARTY	REVOLVING CREDIT COMMITMENT	SWING LINE COMMITMENT	DOMESTIC LENDING OFFICE	EURODOLLAR LENDING OFFICE
UPS Capital Corporation	\$25,000,000.00		Operations Contact Backup: Diana Nowak, VP Phone: (216) 222-9173 Fax: (216) 222-9555 E-mail: ncbooperations@nationalcity.com	Operations Contact Backup: Diana Nowak, VP Phone: (216) 222-9173 Fax: (216) 222-9555 E-mail: ncbooperations@nationalcity.com
Wells Fargo Foothill, LLC	\$45,000,000.00		Credit Contact: Courtney Alexander Senior Portfolio Manager Phone: (404) 828-4856 Fax: (404) 828-3775 E-mail: courtneyalexander@ups.com	Credit Contact: Courtney Alexander Senior Portfolio Manager Phone: (404) 828-4856 Fax: (404) 828-3775 E-mail: courtneyalexander@ups.com
			Operations Contact: Stephanie Richardson Collateral Analyst Phone: (404) 828-8571 Fax: (404) 828-3775 E-mail: sdrichardson@ups.com	Operations Contact: Stephanie Richardson Collateral Analyst Phone: (404) 828-8571 Fax: (404) 828-3775 E-mail: sdrichardson@ups.com
			Credit Contact: Jeff Royston Vice President Phone: (310) 453-7259 Fax: (310) 453-7446 E-Mail: jroyston@wffoothill.com	Credit Contact: Jeff Royston Vice President Phone: (310) 453-7259 Fax: (310) 453-7446 E-Mail: jroyston@wffoothill.com
			Operations Contact: Dave Warga Account Analyst Phone: (310) 453-7215 Fax: (310) 453-7446 E-Mail: dwarga@wffoothill.com	Operations Contact: Dave Warga Account Analyst Phone: (310) 453-7215 Fax: (310) 453-7446 E-Mail: dwarga@wffoothill.com

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NAME OF LENDER PARTY	REVOLVING CREDIT COMMITMENT	SWING LINE COMMITMENT	DOMESTIC LENDING OFFICE	EURODOLLAR LENDING OFFICE
Allied Irish Banks, p.l.c.	\$30,000,000.00		Allied Irish Banks, p.l.c. Bankcentre, Ballsbridge Dublin 4 Ireland	Allied Irish Banks, p.l.c. Bankcentre, Ballsbridge Dublin 4 Ireland

Suite 4650
 Los Angeles, CA 90017
 Phone: (213) 593-4765
 Fax: (213) 593-4766
 E-Mail: martin.chin@aibla.com

Suite 4650
 Los Angeles, CA 90017
 Phone: (213) 593-4765
 Fax: (213) 593-4766
 E-Mail: martin.chin@aibla.com

Backup Credit Contact:
 Eanna Mulkere
 Allied Irish Banks, p.l.c.
 601 S. Figueroa Street
 Suite 4650
 Los Angeles, CA 90017
 Phone: (213) 593-4766
 Fax: (213) 593-4766
 E-Mail: eanna.p.mulkere@aib.ie

Backup Credit Contact:
 Eanna Mulkere
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 601 S. Figueroa Street
 Suite 4650
 Los Angeles, CA 90017
 Phone: (213) 593-4766
 Fax: (213) 593-4766
 E-Mail: eanna.p.mulkere@aib.ie

Operations Contact:
 Bernice Ruane
 Allied Irish Bank - Corporate Operations
 2nd Floor, Iona House, Shelbourne Road
 Ballsbridge
 Dublin 4, Ireland
 Phone: +353 1 641 6632
 Fax: +353 1 641 6668
 E-Mail: aib.capmktks.ny@aib.ie

Operations Contact:
 Bernice Ruane
 Allied Irish Bank -
 Corporate Operations
 2nd Floor, Iona House,
 Shelbourne Road
 Ballsbridge
 Dublin 4, Ireland
 Phone: +353 1 641 6632
 Fax: +353 1 641 6668
 E-Mail: aib.capmktks.ny@aib.ie

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NAME OF LENDER PARTY	REVOLVING CREDIT COMMITMENT	SWING LINE COMMITMENT	DOMESTIC LENDING OFFICE	EURODOLLAR LENDING OFFICE
Bayerische Landesbank - New York Branch	\$20,000,000.00		Bayerische Landesbank - New York Branch 560 Lexington Avenue New York, NY 10022	Bayerische Landesbank - New York Branch 560 Lexington Avenue New York, NY 10022
			Credit Contact: Stuart Schulman Senior Vice President Phone: (212) 230-9132 Fax: (212) 230-9070 E-mail: sschulman@bayernlbny.com	Credit Contact: Stuart Schulman Senior Vice President Phone: (212) 230-9132 Fax: (212) 230-9070 E-mail: sschulman@bayernlbny.com
			Secondary Credit Contact: Georgina Fiordalisi Vice President Phone: (212) 230-9178 Fax: (212) 230-9070 E-mail: gfiordalisi@bayernlbny.com	Secondary Credit Contact: Georgina Fiordalisi Vice President Phone: (212) 230-9178 Fax: (212) 230-9070 E-mail: gfiordalisi@bayernlbny.com
			Operations Contact: Carol Dussie Second Vice President Phone: (212) 310-9846 Fax: (212) 310-9930 E-mail: cdussie@bayernlbny.com	Operations Contact: Carol Dussie Second Vice President Phone: (212) 310-9846 Fax: (212) 310-9930 E-mail: cdussie@bayernlbny.com

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NAME OF LENDER PARTY	REVOLVING CREDIT COMMITMENT	SWING LINE COMMITMENT	DOMESTIC LENDING OFFICE	EURODOLLAR LENDING OFFICE
Burdale Financial Limited	\$35,000,000.00		Credit Contact: David Grende Director 300 First Stamford Place Stamford, CT 06830 Phone: (203) 391-5964 Fax: (203) 391-5901	Credit Contact: David Grende Director 300 First Stamford Place Stamford, CT 06830 Phone: (203) 391-5964 Fax: (203) 391-5901

	E-mail: dgrende@burdale.com	E-mail: dgrende@burdale.com
	Operations Contact: Dariusz Szypula Collateral Analyst 53 Queen Anne Street London, W1G 9HP Phone: +44 207 935 1115. Fax: 44 (0)20 7935 5445 E-mail: dszypula @burdale.co.uk	Operations Contact: Dariusz Szypula Collateral Analyst 53 Queen Anne Street London, W1G 9HP Phone: +44 207 935 1115. Fax: 44 (0)20 7935 5445 E-mail: dszypula @burdale.co.uk
	Tania Saldanha Collateral Analyst 53 Queen Anne Street London, W1G 9HP Phone: +44 207 935 1115. Fax: 44 (0)20 7935 5445 E-mail: tsaldanha@burdale.co.uk	Tania Saldanha Collateral Analyst 53 Queen Anne Street London, W1G 9HP Phone: +44 207 935 1115. Fax: 44 (0)20 7935 5445 E-mail: tsaldanha@burdale.co.uk
GMAC Commercial Finance LLC	\$32,500,000.00	Credit Contact: Robert Bradow GMAC Commercial Finance LLC 1290 Avenue of the Americas, 3rd Floor New York, NY 10104 Phone: (212) 884-7190 Fax: (212) 884-7692 E-mail: rbradow@gmaccf.com
		Secondary Credit Contact: Thomas Maiale Team Leader GMAC Commercial Finance LLC 1290 Avenue of the Americas, 3rd Floor
		Credit Contact: Robert Bradow GMAC Commercial Finance LLC 1290 Avenue of the Americas, 3rd Floor New York, NY 10104 Phone: (212) 884-7190 Fax: (212) 884-7692 E-mail: rbradow@gmaccf.com
		Secondary Credit Contact: Thomas Maiale Team Leader GMAC Commercial Finance LLC 1290 Avenue of the Americas, 3rd Floor

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NAME OF LENDER PARTY	REVOLVING CREDIT COMMITMENT	SWING LINE COMMITMENT	DOMESTIC LENDING OFFICE	EURODOLLAR LENDING OFFICE
Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.	\$35,000,000.00	New York, NY 10104 Phone: (212) 884-7097 Fax: (212) 884-7692 E-mail: tmaiale@gmaccf.com	Operations Contact: Claudette Robotham Assistant Vice President GMAC Commercial Finance LLC 3000 Town Center, Suite 280 Southfield, MI 48075 Phone: (248) 263-6227 Fax: (248) 356-8978 E-mail: crobotham@gmaccf.com	Operations Contact: Claudette Robotham Assistant Vice President GMAC Commercial Finance LLC 3000 Town Center, Suite 280 Southfield, MI 48075 Phone: (248) 263-6227 Fax: (248) 356-8978 E-mail: crobotham@gmaccf.com
		Secondary Operations Contact Julie VanHouten GMAC Commercial Finance LLC 3000 Town Center, Suite 280 Southfield, MI 48075 Phone: (248) 263-6236 Fax: (248) 356-8978 E-mail: jvanhouten@gmaccf.com	Secondary Operations Contact Julie VanHouten GMAC Commercial Finance LLC 3000 Town Center, Suite 280 Southfield, MI 48075 Phone: (248) 263-6236 Fax: (248) 356-8978 E-mail: jvanhouten@gmaccf.com	Secondary Operations Contact Julie VanHouten GMAC Commercial Finance LLC 3000 Town Center, Suite 280 Southfield, MI 48075 Phone: (248) 263-6236 Fax: (248) 356-8978 E-mail: jvanhouten@gmaccf.com
		Credit Contact: Richard Holston Vice President 225 Liberty Street, 5th Floor New York, NY 10281 Phone: (212) 236-1272 Fax: (212) 236-0048 E-Mail: richard_holston@ml.com	Credit Contact: Richard Holston Vice President 225 Liberty Street, 5th Floor New York, NY 10281 Phone: (212) 236-1272 Fax: (212) 236-0048 E-Mail: richard_holston@ml.com	Credit Contact: Richard Holston Vice President 225 Liberty Street, 5th Floor New York, NY 10281 Phone: (212) 236-1272 Fax: (212) 236-0048 E-Mail: richard_holston@ml.com
		Operations Contact: Cassandra Davis-Reed Portfolio Analyst 222 N. La Salle Street, 16th Street Chicago, IL 60601 Phone: (312) 750-6219 Fax: (312) 499-3336 E-Mail: cassandra_davis@ml.com	Operations Contact: Cassandra Davis-Reed Portfolio Analyst 222 N. La Salle Street, 16th Street Chicago, IL 60601 Phone: (312) 750-6219 Fax: (312) 499-3336 E-Mail: cassandra_davis@ml.com	Operations Contact: Cassandra Davis-Reed Portfolio Analyst 222 N. La Salle Street, 16th Street Chicago, IL 60601 Phone: (312) 750-6219 Fax: (312) 499-3336 E-Mail: cassandra_davis@ml.com

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NAME OF LENDER PARTY	REVOLVING CREDIT COMMITMENT	SWING LINE COMMITMENT	DOMESTIC LENDING OFFICE	EURODOLLAR LENDING OFFICE
UBS Loan Finance LLC	\$35,000,000.00		Credit Contact: Thomas Getty Director 677 Washington Blvd, 6th Floor Stamford, CT 06901 Phone: (203) 719-1674 Fax: (203) 719-5259 E-mail: thomas.getty@ubs.com	Credit Contact: Thomas Getty Director 677 Washington Blvd, 6th Floor Stamford, CT 06901 Phone: (203) 719-1674 Fax: (203) 719-5259 E-mail: thomas.getty@ubs.com
			Operations Contact: Elizabeth C. White ABL Loan Administrator 677 Washington Blvd, 6th Floor Stamford, CT 06901 Phone: (203) 719-3618 Fax: (203) 719-3888 Email: elizabeth.c.white@ubs.com	Operations Contact: Elizabeth C. White ABL Loan Administrator 677 Washington Blvd, 6th Floor Stamford, CT 06901 Phone: (203) 719-3618 Fax: (203) 719-3888 Email: elizabeth.c.white@ubs.com
TOTAL	\$600,000,000	\$25,000,000		

ANNEX B

SCHEDULE 4.01(r)

INVESTMENTS

City of Michigan, Indiana Economic Development Taxable Revenue Bonds, Series 1999 - \$1,932,749.

Three (3) shares of Ridgemark Golf and Country Club - \$45,000.

City of Fontana Industrial Development Revenue Bond Series 1985 - \$6,325,000.

Loan made by BMCA to BMCA Holdings Corporation on July 1, 2003 in a principal amount of \$37,840,000.

Loan made by BMCA to BMCA Holdings Corporation on December 29, 2003 in a principal amount of \$15,000,000.