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AMENDED AND RESTATED INTERCREDITOR AND SUBORDINATION AGREEMENT, dated as of October 21, 1997, among Kulen Capital, L.P. ("Kulen"), Calumet Acquisition Corp. ("Parent"), Calumet Coach Company ("Calumet"), Mobil Tech Inc. ("Mobil Tech"), BAF Communications Corp. ("BAF"), IBJ Schroder Bank & Trust Company ("IBJS"), for itself and in its capacity as the Agent for itself and all the other banks under the Senior Credit Agreement (as defined below).

## AMENDMENT AND RESTATEMENT

Reference is made to the Intercreditor and Subordination Agreement dated as of March 31, 1997 among Kulen, Parent, Calumet, Mobil Tech and IBJS ("Existing Intercreditor and Subordination Agreement"). To the extent this Amended and Restated Intercreditor and Subordination Agreement amends the Existing Intercreditor and Subordination Agreement the Existing Intercreditor and Subordination Agreement is amended and to the extent this Amended and Restated Intercreditor and Subordination Agreement restates the Existing Intercreditor and Subordination Agreement the Existing Intercreditor and Subordination Agreement is restated.

## PRELIMINARY STATEMENTS

Reference is made to the Amended and Restated Credit Agreement and Guaranty dated as of October 21, 1997 among Parent, Calumet, Mobil Tech, BAF, IBJS, and the Agent (said Agreement, as amended or otherwise modified from time to time, being hereinafter referred to as the "Senior Credit Agreement").

Reference is made to the Amended and Restated Subordinated Loan Agreement dated as of March 31, 1997, among Parent, Calumet, and Kulen as amended pursuant to an Amendment Agreement dated October 21, 1997 among Parent, Calumet, Mobil Tech and Kulen (such Agreement, as further amended or otherwise modified from time to time being hereinafter referred to as the "Subordinated Loan Agreement (March 1997)").

Reference is made to the Subordinated Loan Agreement dated as of October 21, 1997 among, Parent, Calumet, Mobil Tech and Kulen (such Agreement, as amended or otherwise modified from time to time being hereinafter referred to as the "Subordinated Loan Agreement (October 1997)").

The parties desire to enter into this Amended and Restated Intercreditor and Subordination Agreement with respect to the exercise of certain rights, remedies and options by the respective parties hereto under the above described documents and the agreements related thereto.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

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SECTION 1. Definitions. As used in this Amended and Restated Intercreditor and Subordination Agreement the following terms have the following meanings (*terms defined in the singular to have the same meaning when used in the plural and vice versa*).

"Agent" means the bank or financial institution which is at the time the Agent as defined in the Senior Credit Agreement.

"BAF Bank Obligations" means all indebtedness, liabilities and obligations of BAF to the Agent or any of the Banks of whatsoever nature and howsoever evidenced under or pursuant to the Senior Credit Agreement or any of the other Bank Loan Documents.

"BAF Bank Security Agreements" means the Security Agreement dated the date hereof of BAF in favor of the Agent for itself and for the benefit of the Banks, and any other Bank Loan Document or other agreement which grants to the Agent or any of the Banks a Security Interest in any real or personal property of BAF, all as amended or modified from time to time.

"BAF Subordinated Lender Obligations" means both the BAF Subordinated Lender Obligations (March 1997) and BAF Subordinated Lender Obligations (October 1997).

"BAF Subordinated Lender Obligations (March 1997)" means all indebtedness, liabilities and obligations of BAF to the Subordinated Lender (March 1997) of whatsoever nature and howsoever evidenced under or pursuant to the BAF Guaranty (March 1997 Subordinated Loan Agreement) dated the date hereof covering the Parent Subordinated Lender Obligations (March 1997) and Calumet Subordinated Lender Obligations (March 1997) or any of the other Subordinated Loan Documents (March 1997).

"BAF Subordinated Lender Obligations (October 1997)" means all indebtedness, liabilities and obligations of BAF to the Subordinated Lender (October 1997) of whatsoever nature and however evidenced under or pursuant to the BAF Guaranty (October 1997 Subordinated Loan Agreement) dated the date hereof covering the Parent Subordinated Lender Obligations (October 1997) and Calumet Subordinated Lender Obligations (October 1997) and Mobil Tech Subordinated Lender Obligations (October 1997) or any of the other Subordinated Loan Documents (October 1997).

"BAF Subordinated Lender Security Agreements (March 1997)" means the Security Agreement dated as of October 21, 1997, by BAF in favor of the Subordinated Lender (March 1997), and any other Subordinated Loan Document (March 1997) or other agreement which grants to the Subordinated Lender (March 1997) a Security Interest in any real or personal property of BAF, all as amended or modified from time to time.

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"Banks" means all banks or financial institutions which are at the time Banks as defined in the Senior Credit Agreement.

"Bank Loan Documents" means all documents or agreements delivered pursuant to or in connection with the Senior Credit Agreement.

"Bank Obligations" means, collectively, the Parent Bank Obligations, Calumet Bank Obligations, and Mobil Tech Bank Obligations and BAF Bank Obligations.

"Bank Security Agreements" means, collectively, the Parent Bank Security Agreements, the Calumet Bank Security Agreements, the Mobil Tech Bank Security Agreements and the BAF Bank Security Agreements.

"Calumet Bank Obligations" means all indebtedness, liabilities and obligations of Calumet to the Agent or any of the Banks of whatsoever nature and howsoever evidenced under or pursuant to the Senior Credit Agreement or any of the other Bank Loan Documents.

"Calumet Bank Security Agreements" means the Amended and Restated Pledge Agreement dated the date hereof of Calumet in favor of the Agent for itself and for the benefit of the Banks, the Security Agreement dated the date hereof by Calumet in favor of the Agent for itself and for the benefit of the Banks, the Mortgage dated as of March 31, 1997 of Calumet in favor of the Agent for itself and for the benefit of the Banks as modified pursuant to the Mortgage Modification Agreement dated as of October 21, 1997 between Calumet and the Agent, and any other Bank Loan Document or other agreement which grants to the Agent or any of the Banks a Security Interest in any real or personal property of Calumet, all as amended or modified from time to time.

"Calumet Subordinated Lender Obligations" means both Calumet Subordinated Lender Obligations (March 1997) and Calumet Subordinated Lender Obligations (October 1997).

"Calumet Subordinated Lender Obligations (March 1997)" means all indebtedness, liabilities and obligations of Calumet to the Subordinated Lender (March 1997) of whatsoever nature and howsoever evidenced under or pursuant to the Subordinated Loan Agreement (March 1997) or any of the other Subordinated Loan Documents (March 1997).

"Calumet Subordinated Lender Obligations (October 1997)" means all indebtedness, liabilities and obligations of Calumet to the Subordinated Lender (October 1997) of whatsoever nature and howsoever evidenced under or pursuant to the Subordinated Loan Agreement (October 1997) or any of the other Subordinated Loan Documents (October 1997).

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"Calumet Subordinated Lender Security Agreements (March 1997)" means the Pledge Agreement dated as of March 31, 1997 of Calumet in favor of the Subordinated Lender (March 1997), the Security Agreement dated September 30, 1988, as amended to the date hereof, by Calumet in favor of the Subordinated Lender (March 1997), and any other Subordinated Loan Document (March 1997) or other agreement which grants to the Subordinated Lender (March 1997) a Security Interest in any real or personal property of Calumet, all as amended or modified from time to time.

"Collateral" means all real and personal property in which a Lien is or has been granted pursuant to any Security Agreement, including but not limited to the real property described on Schedule A.

"Creditors" means (1) the Agent and the Banks, and (2) the Subordinated Lenders.

"Lien" means any mortgage, deed of trust, pledge, security interest, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority, or other security agreement or preferential arrangement, charge, or encumbrance of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction to evidence any of the foregoing).

"Mobil Tech Bank Obligations" means all indebtedness, liabilities and obligations of Mobil Tech to the Agent or any of the Banks of whatsoever nature and howsoever evidenced under or pursuant to the Senior Credit Agreement or any of the other Bank Loan Documents.

"Mobil Tech Bank Security Agreements" means the Amended and Restated Pledge Agreement dated the date hereof of Mobil Tech in favor of the Agent for itself and for the benefit of the Banks, the Amended and Restated Security Agreement dated the date hereof of Mobil Tech in favor of the Agent for itself and for the benefit of the Banks, and any other Bank Loan Document or other agreement which grants to the Agent or any of the Banks a Security Interest in any real or personal property of Mobile Tech, all as amended or modified from time to time.

"Mobil Tech Subordinated Lender Obligations" means both Mobil Tech Subordinated Lender Obligations (March 1997) and Mobil Tech Subordinated Lender Obligations (October 1997).

"Mobil Tech Subordinated Lender Obligations (March 1997)" means all indebtedness, liabilities or obligations of Mobil Tech to the Subordinated Lender (March 1997) of whatsoever nature and howsoever evidenced under or pursuant to the Subordinated Loan Agreement (March 1997) or any other Subordinated Loan Document (March 1997) including but not limited to the Guaranty dated as of

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March 31, 1997 given by Mobil Tech covering the Parent Subordinated Lender Obligations (March 1997) and Calumet Subordinated Lender Obligations (March 1997).

"Mobil Tech Subordinated Lender Obligations (October 1997)" means all indebtedness, liabilities or obligations of Mobil Tech to the Subordinated Lender (October 1997) of whatsoever nature and howsoever evidenced under or pursuant to the Subordinated Loan Agreement (October 1997) or any of the other Subordinated Loan Document (October 1997).

"Mobil Tech Subordinated Lender Security Agreements (March 1997)" means the Security Agreement dated as of March 31, 1997 of Mobile Tech in favor of the Subordinated Lender (March 1997), and any other Subordinated Loan Document (March 1997) or other agreement which grants to Subordinated Lender (March 1997) a Security Interest in any real or personal property of Mobil Tech, all as amended or modified from time to time.

"Obligations" means, collectively, the Bank Obligations and Subordinated Lender Obligations.

"Obligors" means Parent, Calumet, Mobil Tech and BAF.

"Parent Bank Obligations" means all indebtedness, liabilities or obligations of Parent to the Agent or any of the Banks of whatsoever nature and howsoever evidenced under or pursuant to the Senior Credit Agreement or any other of the Bank Loan Documents.

"Parent Bank Security Agreements" means the Pledge Agreement dated the date hereof of Parent in favor of the Agent for itself and for the benefit of the Banks, the Security Agreement dated the date hereof by Parent in favor of the Agent for itself and for the benefit of the Banks, and any other Bank Loan Document or other agreement which grants to the Agent or any of the Banks a Security Interest in any real or personal property of Parent, all as amended or modified from time to time.

"Parent Subordinated Lender Obligations" means both the Parent Subordinated Lender Obligations (March 1997) and Parent Subordinated Lender Obligations (October 1997).

"Parent Subordinated Lender Obligations (March 1997)" means all indebtedness, liabilities and obligations of Parent to the Subordinated Lender (March 1997) of whatsoever nature and howsoever evidenced under or pursuant to the Subordinated Loan Agreement (March 1997) or any of the other Subordinated Loan Documents (March 1997).

"Parent Subordinated Lender Obligations (October 1997)" means all indebtedness, liabilities and obligations of Parent to the Subordinated Lender

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(October 1997) of whatsoever nature and howsoever evidenced under or pursuant to the Subordinated Loan Agreement (October 1997) or any of the other Subordinated Loan Documents (October 1997).

"Parent Subordinated Lender Security Agreements (March 1997)" means the Pledge Agreement dated September 30, 1988 of Parent in favor of Subordinated Lender (March 1997) and the Security Agreement dated September 30, 1988 of Parent in favor of Subordinated Lender (March 1997) and any other Subordinated Loan Document (March 1997) or other agreement which grants to Subordinated Lender (March 1997) a Security Interest in any real or personal property of Parent, all as amended or modified from time to time.

"Security Agreements" means, collectively, Bank Security Agreements and Subordinated Lender Security Agreements (March 1997).

"Security Interest" means any Lien granted to a Creditor pursuant to any of the Security Agreements in any Collateral.

"Senior Commitment" means the obligation of any Bank to make loans to or otherwise provide credit to Calumet pursuant to or under any Bank Loan Documents.

"Senior Debt" means all Bank Obligations whether with respect to principal, interest, premiums, fees, expenses, post-bankruptcy interest, letters of credit, interest rate swaps, interest rate caps or otherwise, together with all amendments, and refundings thereof in whole or in part (including with another bank or financial institution) but excluding any such Obligations resulting from any amendment or modification of the Senior Credit Agreement as to which Kulen shall not have given its prior written consent that increases the principal or face amount of the Bank Obligations by more than Two Million Five Hundred Thousand Dollars (\$2,500,000) in excess of the amount of such Obligations as provided for in the Senior Credit Agreement as of the date hereof and after giving effect to any payments or prepayments of the Term Loan made pursuant to the terms of such Senior Credit Agreement.

"Senior Non-Payment Default" means the occurrence and continuance (after any applicable grace or cure period) of an "Event of Default" as said term may be defined from time to time under the Senior Credit Agreement, other than any such Event of Default due to Calumet's failure to pay any Senior Debt on the date due (whether due on a regularly scheduled payment date, by acceleration or otherwise). For purposes of this definition, no Senior Non-Payment Default shall be deemed to continue after the date of cure thereof in all respects, other than in respect of timeliness of performance.

"Senior Payment Default" means the occurrence and continuance (after any applicable grace or cure period) of a failure by Calumet to pay any Senior Debt on the date due (whether due on a regularly scheduled payment date, by

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acceleration or otherwise). For purposes of this definition, no Senior Payment Default shall be deemed to continue after the date of payment in full of the related overdue amount, without regard to the timeliness of such payment.

"Subordinated Lender (March 1997)" means Kulen in its capacity as a lender under and pursuant to the Subordinated Loan Agreement (March 1997) and its successors and assigns under such Agreement.

"Subordinated Lender (October 1997)" means Kulen in its capacity as a lender under and pursuant to the Subordinated Loan Agreement (October 1997) and its successors and assigns under such Agreement.

"Subordinated Lenders" means both the Subordinated Lender (March 1997) and Subordinated Lender (October 1997).

"Subordinated Lender Obligations (March 1997)" means each of the Parent Subordinated Lender Obligations (March 1997), Calumet Subordinated Lender Obligations (March 1997), Mobil Tech Subordinated Lender Obligations (March 1997) and BAF Subordinated Lender Obligations (March 1997).

"Subordinated Lender Obligations (October 1997)" means each of the Parent Subordinated Lender Obligations (October 1997), Calumet Subordinated Lender Obligations (October 1997), Mobil Tech Subordinated Lender Obligations (October 1997) and BAF Subordinated Lender Obligations (October 1997).

"Subordinated Lender Security Agreements (March 1997)" means, collectively, the Parent Subordinated Lender Security Agreements (March 1997), the Calumet Subordinated Lender Security Agreements (March 1997), the Mobil Tech Subordinated Lender Security Agreements (March 1997), and the BAF Subordinated Lender Security Agreements (March 1997).

"Subordinated Loan Documents (March 1997)" means all documents or agreements delivered pursuant to or in connection with the Subordinated Loan Agreement (March 1997).

"Subordinated Loan Documents (October 1997)" means all documents or agreements delivered pursuant to or in connection with the Subordinated Loan Agreement (October 1997).

"Subordinated Obligations" means both the Subordinated Obligations (March 1997) and Subordinated Obligations (October 1997).

"Subordinated Obligations (March 1997)" means all obligations of an Obligor to the Subordinated Lender (March 1997) pursuant to the Subordinated Loan Agreement (March 1997) or any of the other Subordinated Loan Documents (March 1997).



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"Subordinated Obligations (October 1997)" means all obligations of an Obligor to the Subordinated Lender (October 1997) pursuant to the Subordinated Loan Agreement (October 1997) or any of the other Subordinated Loan Documents (October 1997).

SECTION 2. Priority of Security Interests. Each of the Agent and the Subordinated Lender agree that the Liens granted to the Agent and/or the Banks in the Collateral of each of the Obligors be and the same is and hereby remains senior in priority, operation and effect to the priority, operation and effect of the Lien of the Subordinated Lender in the Collateral of each of the Obligors, notwithstanding the perfection, order of perfection or failure to perfect any such Lien or the filing or recording or failure to file or record any instrument or other document in any filing or recording office in any jurisdiction.

The priorities specified herein are applicable irrespective of any statement in any Security Agreement or any other agreement to the contrary, the time or order or method of attachment or perfection of liens or the time or order of filing of financing statements or mortgages or deeds of trust or the giving or failure to give notice of the acquisition or expected acquisition of purchase money or other security interests.

SECTION 3. Exercise of Rights Under Security Agreements. Each Subordinated Lender and Calumet agree that so long as any of the Senior Debt shall remain unpaid or the Senior Commitment remains in effect, no Subordinated Lender will commence any bankruptcy, insolvency, arrangement, reorganization, receivership, relief or similar proceedings or assignment for the benefit of creditors or any other marshalling of the assets and liabilities of any of the Obligors and that it will not, unless requested by the Agent, take any action to enforce any rights or exercise any remedies it may have under the applicable Security Agreements or against the Collateral without the prior written consent of the Agent and the Banks.

Each Subordinated Lender agrees that it will cooperate with the Agent and the Banks and take or refrain from taking any and all action pursuant to the applicable Security Agreement, including joining in such proceedings at law or in equity and executing such documents as the Agent and the Banks may request and direct to enforce the obligations of an Obligor under the applicable Security Agreements.

Each Subordinated Lender (March 1997) shall be prevented by this Section 3 from taking any and all action as shall be necessary or advisable in order to avoid the expiration of any applicable statute of limitations with respect to its Liens under the Subordinated Lender Security Agreements (March 1997) or against the Collateral, or otherwise to assure the continued perfection and effectiveness of such Liens or to protect its rights with respect to such Liens in the event of the commencement of any bankruptcy or other proceeding, any assignment for the benefit of creditors or any marshalling of assets referred to above.

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SECTION 4. Division of Proceeds. The proceeds of any sale, disposition or other realization by any Creditor upon any Collateral (or any portion thereof) of any Obligor shall be distributed in the following order or priorities:

First, to the Agent and the Banks in an amount equal to all costs and expenses incurred by the Agent and the Banks in connection with or incident to the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Collateral;

Second, to the payment or prepayment of all the Senior Debt;

Third, to the payment or prepayment of all the Subordinated Lender Obligations (March 1997);

Fourth, to the payment and performance of any other Obligations secured by Collateral; and

Fifth, to the applicable Obligor or its successors or assigns or to whomever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

## SECTION 5. Subordination and Payment and Enforcement

Suspension. Each of the parties hereto agrees that the payment of each of the Subordinated Lender Obligations of each Obligor shall be subordinated in accordance with the provisions of this Amended and Restated Intercreditor and Subordination Agreement to the prior payment in full (in cash) of the Senior Debt of each Obligor.

If and so long as a Senior Payment Default shall have occurred and be continuing, and written notice thereof shall have been delivered to the Obligors and each Subordinated Lender by the Agent referencing the provisions of this Section and demanding a suspension of payment during the period of such continuance in accordance with this Section (such period of time being the "Payment Suspension Period"), then no Obligor shall make, and no Subordinated Lender will take or receive from any Obligor, directly or indirectly, in cash or other property or by set-off or in any other manner (including, without limitation, from or by way of any Collateral or redemption or sale), payment of all or any of the Subordinated Lender Obligations at any time during the Payment Suspension Period, unless and until the Senior Debt has been in full after termination of all Senior Commitments.

In the event of any acceleration of the maturity of all or any portion of the Subordinated Lender Obligations and as long as such acceleration shall continue unrescinded, all Senior Debt shall be first paid in full (in cash) before any payment is made on any Subordinated Lender Obligations.

If and so long as a Senior Non-Payment Default shall have occurred and be continuing, and written notice thereof shall have been delivered to the

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Obligors and each Subordinated Lender by the Agent, referencing the provisions of this Section and demanding a suspension of payment during the period of such continuance or, if earlier to occur, the maximum period of effectiveness in accordance with this Section (such period of time being the "Non-Payment Suspension Period"), then, except as set forth below, no Obligor shall make, and no Subordinated Lender will take or receive from any Obligor, directly or indirectly, in cash or other property or by set-off or in any other manner (including, without limitation, from or by way of any Collateral or redemption or sale), payment of all or any of the Subordinated Lender Obligations unless and until the Senior Debt has been paid in full after termination of all Senior Commitments. No Non-Payment Suspension Period shall be in effect for a period in excess of two hundred seventy (270) consecutive days, and no Non-Payment Suspension Period shall be (1) invoked within ninety (90) days after the end of the prior Non-Payment Suspension Period, or (2) based upon the same facts and circumstances which were in existence on the date of delivery of the notice commencing a prior Non-Payment Suspension Period. Subject to the limitations set forth in the prior sentence, nothing herein shall prevent (1) the commencement of a Non-Payment Suspension Period based upon facts or circumstances which occur after the date of delivery of the notice commencing a prior Non-Payment Suspension Period, such as a subsequent Non Payment Default under a financial covenant where a prior default under such covenant was the basis for commencing a prior Non-Payment Suspension Period, or (2) the commencement of a Payment Suspension Period at any time during which a Non-Payment Suspension Period shall be in effect.

In addition to the limitations set forth in Section 3, if and so long as a Senior Payment Default or a Senior Non-Payment Default shall have occurred and be continuing, and written notice thereof shall have been delivered to the Obligors and each Subordinated Lender by the Agent referencing the provisions of this Section and demanding a suspension of the exercise of rights and remedies during the period of such continuance in accordance with this Section and demands a suspension of the exercise of rights or remedies during the period of such continuance, or if earlier to occur, the maximum period of effectiveness in accordance with this Section (such period of time being the "Enforcement Suspension Period"), then no Subordination Lender will take any action to accelerate or collect payment of any Subordinated Lender Obligations at any time during the Enforcement Suspension Period, unless and until the Senior Debt has been paid in full (in cash) after termination of all Senior Commitments. No Enforcement Suspension Period shall be (1) in effect for a period in excess of two hundred seventy (270) consecutive days and no Enforcement Suspension Period shall be invoked within ninety (90) days after the end of the prior Enforcement Suspension Period, (2) based upon the same facts and circumstances which were in existence on the date of delivery of the notice commencing a prior Enforcement Suspension Period. Subject to the limitations set forth in the prior sentence, nothing herein shall prevent the commencement of an Enforcement Suspension Period based upon facts or circumstances which occur after the date of delivery of the notice commencing a prior Enforcement Suspension Period, such as a subsequent Non-Payment Default under a financial covenant where a prior default under such

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covenant was the basis for commencing a prior Enforcement Suspension Period.

Nothing contained herein shall prevent any Subordinated Lender from (1) taking or receiving from any Obligor, directly or indirectly, after the end of a Non-Payment Suspension Period any Subordinated Lender Obligations the payment of which were deferred during such Non-Payment Suspension Period, provided, that, no such payments will be made at any time if prevented by this Amended and Restated Intercreditor and Subordination Agreement, such as during the period of a Senior Payment Default and the related Payment Suspension Period, (2) accelerating the Subordinated Obligations, following a Senior Payment Default and the acceleration of any payment due under the Senior Debt or the declaration that the Senior Debt is immediately due and payable in full or (3) filing any proof of claim in respect of the amounts outstanding under the Subordinated Obligations, in connection with any bankruptcy or similar proceedings of an Obligor.

SECTION 6. Liquidation, Bankruptcy, etc. In the event of any distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any of the assets of any Obligor, or the proceeds thereof, to any creditor of such Obligor, or otherwise in respect of any indebtedness of such Obligor, by reason of any dissolution, winding up, liquidation, arrangement, reorganization, adjustment, protection, relief or composition of such Obligor, or its debts, whether in any bankruptcy, insolvency, arrangement, reorganization, receivership, relief or similar proceedings or upon an assignment for the benefit of creditors or any other marshalling of the assets and liabilities of such Obligor, or otherwise, then and in such event any payment or distribution of any kind (whether in cash, securities or other property) which, but for the provisions of this Amended and Restated Intercreditor and Subordination Agreement, otherwise would be payable or deliverable upon or with respect to the Subordinated Obligations shall not be paid or delivered to any Subordinated Lender but shall instead be paid or delivered directly to the Agent and the Banks for application (in the case of cash) to or as collateral (in the case of securities or other non-cash property) for the payment or prepayment of the Senior Debt.

SECTION 7. Payments Held in Trust. All payments or distributions upon or with respect to any Subordinated Obligation which are received by any Subordinated Lender, contrary to the provisions of this Intercreditor and Amended and Restated Subordination Agreement shall be received in trust for the benefit of the Agent and the Banks, shall be segregated from other funds and property held by such Subordinated Lender and shall be forthwith paid over to the Agent and the Banks in the same form as so received (with any necessary endorsement) to be applied (in the case of cash) to or held as collateral (in the case of securities or other non-cash property) for the payment or prepayment of the Senior Debt.

SECTION 8. Specific Performance, Etc. The Agent and the Banks are hereby authorized to demand specific performance of this Amended and Restated Intercreditor and Subordination Agreement, whether or not each of the Obligors shall have complied with any of the provisions hereof applicable to it, at any time

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when any Subordinated Lender shall have failed to comply with any of the provisions of this Amended and Restated Intercreditor and Subordination Agreement applicable to such Subordinated Lender. Each Subordinated Lender hereby irrevocably waives any defense based on the adequacy of a remedy at law which might be asserted as a bar to such remedy of specific performance.

The provisions of this Amended and Restated Intercreditor and Subordination Agreement are intended to be for the benefit of the Agent and the Banks, and shall be enforced directly by the Agent and the Banks.

SECTION 9. Subrogation. Upon the payment in full of all Senior Debt after termination of all Senior Commitments, each Subordinated Lender shall be subrogated to the rights of the Agent and the Banks to receive payment or distributions of cash, property or securities of each Obligor applicable to such Obligor's Senior Debt until the Senior Debt shall be paid in full. For the purposes of this subrogation, no payments or distributions to the holders of Senior Debt of cash, property or securities to which the applicable Subordinated Lender would have been entitled except for the provisions of this Amended and Restated Intercreditor and Subordination Agreement will, as between each Obligor, its creditors other than the Agent and the Banks, and such Subordinated Lender be deemed to be a payment by such Obligor to the Agent and the Banks. Upon any payment or distribution of assets of any Obligor referred to in Section 6, the Obligor shall be entitled to rely upon a certificate of the liquidating trustee or agent or other person making any distribution to any Subordinated Lender for the purpose of ascertaining the persons entitled to participate in such distribution, the holders of Senior Debt and other indebtedness of the Obligor, the amount thereof payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to this Amended and Restated Intercreditor and Subordination Agreement. The provisions of this Amended and Restated Intercreditor and Subordination Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Senior Debt is rescinded or must otherwise be returned by the Agent or any or all of the Banks for any reason whatsoever including, without limitation, the insolvency, bankruptcy, or reorganization of an Obligor, all as though such payment had not been made.

SECTION 10. Rights Not Subordinated. The provisions of this Amended and Restated Intercreditor and Subordination Agreement are for the purpose of defining the relative rights of the Agent and the Banks on the one hand and each Subordinated Lender on the other hand. Nothing herein will impair each Obligor's obligation to each Subordinated Lender to pay to the applicable Subordinated Lender Obligations, in accordance with the applicable terms. No provision of this Amended and Restated Intercreditor and Subordination Agreement will be deemed to subordinate, to any extent, any claim or right of any Subordinated Lender to any claim against any Obligor by a creditor or any other person or entity except to the extent expressly provided in favor of the Agent, the Banks and their respective successors and assigns as set forth in this Intercreditor and Subordination Agreement.

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SECTION 11. Subordination Legend: Further Assurances. Each Obligor and each Subordinated Lender will cause the agreements evidencing each Subordinated Lender Obligations, to be endorsed with the following legend:

"The obligation evidenced by this instrument is subordinated to the prior payment in full of the Senior Debt (as defined in the Intercreditor and Subordination Agreement hereinafter referred to) pursuant to, and to the extent provided in, the [Intercreditor and Subordination Agreement dated as of March 31, 1997/Amended and Restated Intercreditor and Subordination Agreement dated as of October 21, 1997], as amended or modified from time to time."

Each Subordinated Lender and each Obligor will further mark its books of account in such manner as shall be effective to give proper notice of the effect of this Amended and Restated Intercreditor and Subordination Agreement. Each Subordinated Lender and each Obligor will, at its expense and at any time and from time to time, promptly execute and deliver all further instruments and documents, and take all further action, that may be reasonably necessary or, in the opinion of the Agent and the Banks, desirable, or that the Agent and the Banks may request, in order to protect any right or interest granted or purported to be granted hereby or to enable the Agent or the Banks to exercise and enforce its rights and remedies hereunder.

SECTION 12. No Change in or Disposition of Obligations; Release of Guaranties. No Subordinated Lender will unless and until the Senior Debt has been paid in full after termination of all Senior Commitments:

(a) Cancel or otherwise discharge any of the Obligors Subordinated Lender Obligations or reduce the amount secured by, or release, any Lien securing any such Subordinated Lender Obligation, or subordinate any of the Subordinated Lender Obligations to any other obligations of any such Obligor or release, exchange or convert any Subordinated Lender Obligations to or for an equity interest in any such Obligor;

(b) Permit the terms of any of the Subordinated Lender Obligations owed to the Subordinated Lender or the Collateral securing such Subordinated Lender Obligations to be changed in any manner.

No Subordinated Lender (March 1997) will, unless and until the Senior Debt has been paid in full after termination of all Senior Commitments, sell, assign, pledge, encumber or otherwise dispose of any of the Subordinated Lender Obligations (March 1997) owed to such Subordinated Lender (March 1997) or the Collateral securing such Subordinated Lender Obligations (March 1997), except that a Subordinated Lender (March 1997) can sell all or part of the Subordinated Lender

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Obligations (March 1997) if each of the following conditions are satisfied at the time of such sale (1) such sale is made expressly subject to the terms of this Amended and Restated Intercreditor and Subordination Agreement, (2) there are no outstanding Defaults or Events of Default, (3) the unpaid principal amount of the Term Loan is less than Three Million Nine Hundred Thousand Dollars (\$3,900,000), (4) the amount paid to purchase such Subordinated Lender Obligation (March 1997) is greater than eighty-five percent (85%) of the aggregate unpaid principal amount plus accrued and unpaid interest which is required to be paid in cash before the Final Maturity Date, and (5) such sale occurs on or after March 31, 1999.

No Subordinated Lender (October 1997) will unless, and until the Senior Debt has been paid in full after termination of all Senior Commitments, sell, assign, pledge, encumber or otherwise dispose of any of the Subordinated Lender Obligations (October 1997) owed to such Subordinated Lender (October 1997) or the Collateral (if any) securing such Subordinated Lender Obligations (October 1997), except that a Subordinated Lender (October 1997) can sell all or part of the Subordinated Lender Obligations (October 1997) if the requirements under either (a) or (b) are satisfied:

(a) each of the following conditions are satisfied at the time of such sale (1) such sale is made expressly subject to the terms of this Amended and Restated Intercreditor and Subordination Agreement, (2) there are no outstanding Defaults or Events of Default, and (3) the purchaser of such Subordinated Lender Obligations (October 1997) is a stockholder of Parent on and as of the date of this Amended and Restated Intercreditor and Subordination Agreement, or;

(b) each of the following conditions are satisfied at the time of such sale (1) such sale is made expressly subject to the terms of this Amended and Restated Intercreditor and Subordination Agreement, (2) there are no outstanding Defaults or Events of Default, (3) the unpaid principal amount of the Term Loan is less than Three Million Nine Hundred Thousand Dollars (\$3,900,000), (4) the amount paid to purchase such Subordinated Lender Obligation (October 1997) is greater than eighty-five percent (85%) of the aggregate unpaid principal amount plus accrued and unpaid interest which is required to be paid in cash before the Final Maturity Date, and (5) such sale occurs on or after March 31, 1999.

SECTION 13. Obligations Hereunder Not Affected. All rights and interest of the Agent and the Banks hereunder, and all agreements and obligations of each Subordinated Lender and each Obligor under this Amended and Restated Intercreditor and Subordination Agreement, shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of the Senior Credit Agreement or any Bank Loan Document or any other agreement or

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instrument relating thereto;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Senior Debt, or any other amendment or waiver of or any consent to departure from the Senior Credit Agreement or any Bank Loan Document;

(c) any exchange or release of, or non-perfection of any Lien on, any Collateral for all or any of the Senior Debt or any guaranty thereof;

(d) any release or amendment or waiver of or consent to departure from any guaranty for all or any of the Senior Debt, or any release of any person at any time primarily or secondarily liable for all or any part of the Senior Debt and/or any Collateral or security therefor; or

(e) any other circumstance which might otherwise constitute a defense available to, or a discharge of, any Obligor or a subordinated creditor.

No right of the Agent or any Bank to enforce the intercreditor and subordination provisions provided in this Amended and Restated Intercreditor and Subordination Agreement shall at any time in any way be prejudiced or impaired by any act or failure to act by the Agent or any such Bank, or by any non-compliance by any Obligor, with the terms and provisions and covenants in this Amended and Restated Intercreditor and Subordination Agreement, regardless of any knowledge thereof the Agent or any Bank may have or otherwise be charged with.

**SECTION 14. Notice of Events of Default.** The Agent and each Subordinated Lender each agree to give to the other copies of any notice of the occurrence or the existence of a default or event of default under the Senior Credit Agreement (in the case of the Agent) or the applicable Subordinated Loan Agreement (in the case of each Subordinated Lender), concurrently with the sending of such notice to any Obligor, but the failure to do so shall not affect the validity of such notice or create a cause of action, claim or right against the party hereto failing to give such notice or create any cause of action, claim or right on behalf of any third person.

**SECTION 15. Waivers, Consents.** Each Subordinated Lender and each Obligor hereby waive promptness, diligence, notice of acceptance, notice of the creation, renewal, extension or accrual or any of the Senior Debt, notice of proof of reliance by the Agent or any Bank and any other notice, demand or protest, and all other formalities of every kind with respect to, any of the Senior Debt and this Amended and Restated Intercreditor and Subordination Agreement and any requirement that the Agent or any Bank protect, secure, perfect or insure any Lien on any property subject thereto or exhaust any right to take any action against any



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Obligor or any other person or entity or any collateral.

SECTION 16. No Liability to Subordinated Creditor. The Agent and the Banks shall have no obligation to marshal the assets of any Obligor for the benefit of any or all of the Subordinated Lenders or to exercise any of its rights and remedies against Collateral.

SECTION 17. No Representations. Neither the Agent nor any Bank nor any Subordinated Lender makes any representations or warranties or assumes any liability to the other with respect to (i) the enforceability, validity, value or collectability of the Collateral (or any portion thereof) or any guaranty or security which may have been granted to any of them in connection with the Obligations; or (ii) any Obligor's title or right to transfer the Collateral (or any portion thereof).

SECTION 18. Amendments, Etc. No amendment or waiver of any provision of this Amended and Restated Intercreditor and Subordination Agreement, nor consent to any departure by any Subordinated Lender or any Obligor therefrom shall in any event be effective unless the same shall be in writing and signed by the Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 19. Addresses for Notices. All demands, notices and other communications provided for hereunder shall be in writing (including telegraphic and telecopier communication) and, mailed, telegraphed or telecopied or delivered to it, addressed or transmitted to it, at the address or telecopier number specified on the signature page for such party, or as to each party at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section. All such demands, notices and other communications shall, when mailed, telegraphed or telecopied, be effective when deposited in the mails or delivered to the telegraph company, as the case may be, addressed as aforesaid, or when transmission is confirmed, if by telecopier.

SECTION 20. No Waiver; Remedies. No failure on the part of the Agent or any Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 21. Continuing Agreements. This Amended and Restated Intercreditor and Subordinated Agreement is a continuing agreement and shall (1) remain in full force and effect until the Senior Debt, shall have been paid in full after termination of all Senior Commitments, (2) be binding upon each Subordinated Lender, and each Obligor and their respective executors, successors and assigns, and (3) inure to the benefit of and be enforceable by the Agent and each Bank and its successors, transferees and assigns.

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SECTION 22. Severability of Provisions. Any provision of this Amended and Restated Intercreditor and Subordination Agreement which is prohibited or unenforceable in any jurisdiction shall, as to each such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Amended and Restated Intercreditor and Subordination Agreement in any other jurisdiction.

SECTION 23. Jurisdiction; Immunities. Each Subordinated Lender and each Obligor hereby irrevocably submits to the jurisdiction of any New York State or United States Federal court sitting in New York City over any action or proceeding arising out of or relating to this Amended and Restated Intercreditor and Subordination Agreement, and each Subordinated Lender and each Obligor hereby irrevocably agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or Federal Court. Each Subordinated Lender and each Obligor irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process to it at its address specified in Section 19. Each Subordinated Lender and each Obligor agrees that a final, non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each Subordinated Lender and each Obligor further waives any objection to venue in such state and any objection to an action or proceeding in such state on the basis of forum non conveniens. Each Subordinated Lender and each Obligor further agrees that any action or proceeding brought against the Agent or any Bank shall be brought only in New York State or United States federal court sitting in New York County.

Nothing in this Section 23 shall affect the right of the Agent or any Bank to serve legal process in any other manner permitted by law or affect the right of the Agent or any Bank to bring any action or proceeding against each Subordinated Lender and each Obligor or the property of any of them in the courts of any other jurisdiction.

SECTION 24. Entire Agreement. This Amended and Restated Intercreditor and Subordination Agreement embodies the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, written or oral, between the parties hereto relating to the subject matter hereof.

SECTION 25. Governing Law. This Amended and Restated Intercreditor and Subordination Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 26. Agent Holding Collateral. Solely for the purposes of perfecting liens and security interests granted under the Subordinated Lender Security Agreements (March 1997) securing the Subordinated Obligations, the Agent agrees to hold any Collateral in its possession as custodian for and on behalf of the Subordinated Lender, subject to the terms of this Intercreditor and

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Subordination Agreement. The Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, shall be to deal with it in the same manner as it deals with similar property for its own account.

The Agent or any of its officers, directors, employees or agents shall not be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so, nor shall they be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Subordinated Lender or any other Person or, except as provided in Section 4, hereof, to take any other action whatsoever with regard to the Collateral or any part thereof. The Agent shall be accountable only for amounts that it actually receives as a result of the exercise of any powers, and neither the Agent nor any of its officers, directors, employees or agents shall be responsible to any Subordinated Lender for any act or failure to act hereunder, except as provided in Section 4 hereof and except for their own gross negligence or willful misconduct. Upon payment in full of all Senior Debt after termination of all Senior Commitments, the Agent shall deliver any such Collateral in its possession to the Subordinated Lender (March 1997).

SECTION 27. WAIVER OF JURY TRIAL. SUCH SUBORDINATED LENDER AND EACH OBLIGOR HEREBY WAIVES TRIAL BY JURY IN ANY MATTER WHICH COMES UP BETWEEN THE PARTIES HERETO UNDER OR BECAUSE OF THIS INTERCREDITOR AND SUBORDINATION AGREEMENT OR ANY DOCUMENTS INCIDENTAL HERETO.

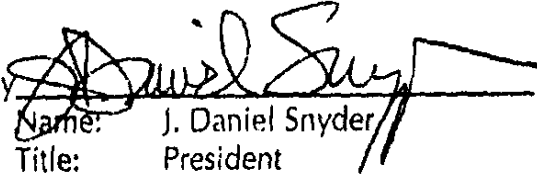
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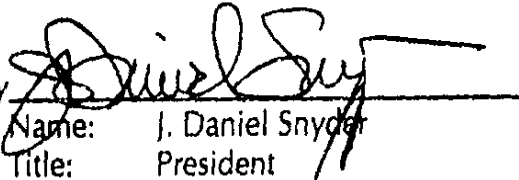
IN WITNESS WHEREOF, each of the parties hereto have duly executed and delivered by its officer thereunto duly authorized this Amended and Restated Intercreditor and Subordination Agreement as of the date first above written.

CALUMET ACQUISITION CORP.

By:   
Name: J. Daniel Snyder  
Title: President

Address: 2150 East Dolton Road  
Calumet City, Illinois 60409  
Telecopier Number: (708) 868-0775

CALUMET COACH COMPANY

By:   
Name: J. Daniel Snyder  
Title: President

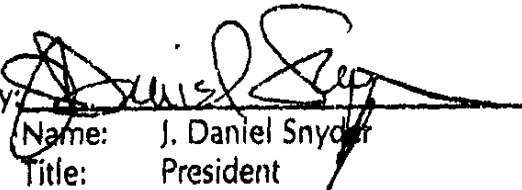
Address: 2150 East Dolton Road  
Calumet City, Illinois 60409  
Telecopier Number: (708) 868-0775

MOBIL TECH, INC.

By:   
Name: J. Daniel Snyder  
Title: President

Address: 2150 East Dolton Road  
Calumet City, Illinois 60409  
Telecopier Number: (708) 868-0775

BAF COMMUNICATIONS CORP.

By:   
Name: J. Daniel Snyder  
Title: President

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Address: 314 Northstar Court  
Sanford, Florida 32771  
Telecopier Number: (407) 324-7860

IBJ SCHRODER BANK &  
TRUST COMPANY

By Mark H. Minter  
Name: Mark H. Minter  
Title: Director

Address:  
One State Street  
New York, New York 10004  
Telecopier Number: (212) 425-0542

KULEN CAPITAL, L.P.  
by Kulen Associates, L.L.C.,  
General Partner

By Robert S. Everett  
Name: Robert S. Everett  
Title: Managing Member

Address: 45 Rockefeller Plaza  
24<sup>th</sup> Floor  
New York, New York 10111  
Telecopier Number: (212) 218-5145

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## CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEW YORK:

:SS

COUNTY OF NEW YORK:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this \_\_\_\_\_ day of October, 1997, personally appeared \_\_\_\_\_, who being by me duly sworn, deposes and says that he is the Managing Member of Kulen Associates LLC, the General Partner of Kulen Capital, L.P., a limited partnership, and that he, as such Managing Member being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and as the full act of such corporation as such Managing Member.

Tanya L. Ess-Young  
Notary Public

My commission expires: \_\_\_\_\_

TANYA L. ESS-YOUNG  
Notary Public, State of New York  
No. 01E549772780  
Qualified in Queens County  
Commission Expires October 1, 19\_\_

STATE OF NEW YORK:

:SS

COUNTY OF NEW YORK:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 17th day of October, 1997, personally appeared Mark H. Minter, who being by me duly sworn, deposes and says that he is a Director of IBJ Schroder Bank & Trust Company, and that he, as Director being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of IBJ Schroder Bank & Trust Company by himself as a Director.

Paul G. Mackey  
Notary Public

My commission expires: \_\_\_\_\_

PAUL G. MACKAY  
Notary Public, State of New York  
No. 4949314  
Qualified in Putnam County  
Commission Expires April 3, 19\_\_

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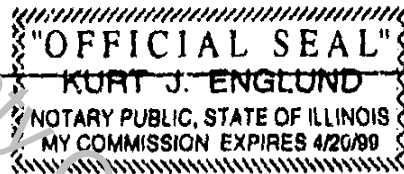
## CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF ILLINOIS        )  
                                  ) :SS  
COUNTY OF COOK        )

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 20th day of October, 1997, personally appeared J. Daniel Snyder, who being by me duly sworn, deposes and says that he is the President of Calumet Coach Company, an Illinois corporation, Calumet Acquisition Corp., a Delaware corporation, and Calumet MT Acquisition Corp., a Delaware corporation, and BAF Communications Corp., a District of Columbia corporation, and that he, as such President being duly authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and as full act of such corporation as such.

  
\_\_\_\_\_  
Notary Public

My commission expires:



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