

INCREMENTAL FACILITY AMENDMENT NO. 2, dated as of December 31, 2020 (this “Amendment”), to the Credit Agreement dated as of October 16, 2013, among TMS INTERNATIONAL CORPORATION, a Delaware corporation (the “Borrower”), Crystal Acquisition Company, Inc., a Delaware corporation (“Holdings”), the other Guarantors party hereto, JPMORGAN CHASE BANK, N.A. (“JPMCB”), as administrative agent and collateral agent (the “Administrative Agent”) and each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”) (as amended by that certain Incremental Facility Amendment, dated as of March 16, 2017, as amended and restated by that certain Amendment and Restatement Agreement, dated as of August 14, 2017, as amended by that certain Amendment No. 1, dated as of March 26, 2018, and as otherwise amended, restated, modified and supplemented from time to time (including pursuant to this Amendment), the “Credit Agreement”); capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

WHEREAS, subject to the terms and conditions of the Credit Agreement, the Borrower may obtain Incremental Term Loans by entering into one or more Incremental Amendments with Additional Lenders;

WHEREAS, pursuant to Section 2.18(c) of the Credit Agreement, an Incremental Amendment may, without the consent of any other Lenders, effect such amendments to any Loan Documents as may be necessary or appropriate, in the opinion of the Administrative Agent and the Borrower, to effect the provisions of Section 2.18 of the Credit Agreement;

WHEREAS, JPMorgan Chase Bank, N.A. is acting as the sole lead arranger and sole bookrunner (in such capacity, the “Term B-3 Arranger”), in connection with the Incremental Term Loans made pursuant to this Amendment (such Incremental Term Loans, the “Term B-3 Loans”).

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. **Term B-3 Loans.**

(a) Each Lender listed on Exhibit A (each, a “Term B-3 Lender”) hereby commits to fund in Dollars a Term B-3 Loan in the principal amount set forth opposite such Term B-3 Lender’s name on Exhibit A in a single drawing on the Second Incremental Facility Closing Date (as defined below) on the terms and subject to the conditions set forth herein (such Term B-3 Lender’s Commitment, a “Term B-3 Commitment”). The Term B-3 Loans shall constitute a separate Class of Term Loans from the Term B-2 Loans for all purposes under the Credit Agreement.

(b) From and after the Second Incremental Facility Closing Date, (i) all references to “Term Loans” in the Loan Documents shall, unless the context plainly requires otherwise, include the Term B-3 Loans, all references to “Term Lenders” in the Loan Documents shall, unless the context plainly requires otherwise, include the Term B-3 Lenders, (ii) the Term B-3 Commitments shall constitute “Commitments”, (iii) the Term B-3 Loans shall constitute “Incremental Term Loans” and “Term Loans” and (iv) each Term B-3 Lender shall constitute an “Additional Lender”, an “Incremental Term Lender”, a “Term Lender” and a “Lender” (if such Term B-3 Lenders are not already Term Lenders or Lenders prior to the effectiveness of this Amendment) and shall have all the rights and obligations of a Lender holding a Commitment (or, following the making of a Term B-3 Loan, a Term Loan), and other related terms will have correlative meanings *mutatis mutandis*. Upon execution and delivery of this Amendment, the

Administrative Agent will record the Term B-3 Loans as being a new Class of Term Loans and a separate Class of Term Loans from the Term B-2 Loans.

(c) The proceeds of the Term B-3 Loans will be used to finance the acquisition of Stein, Inc., an Ohio corporation (“Stein”) and Stein Steel Mill Services, Inc., an Ohio corporation (“Stein Services”) and, together with Stein, the “Stein Companies”), pursuant to that certain Unit Purchase Agreement, dated as of the date hereof, by and between TMS International, LLC, a Delaware limited liability company and Stein Holdings, Inc., an Ohio corporation (the “Stein Acquisition”) and to pay fees and expenses incurred in connection with the Stein Acquisition and this Amendment and the making of the Term B-3 Loans (the “Second Incremental Facility Transactions”).

(d) The Term B-3 Loans are being incurred pursuant to clause (a)(i) of the definition of “Maximum Pari Passu Facilities Amount” and the amount remaining available under such clause (a)(i) after giving effect to the making of the Term B-3 Loans on the Second Incremental Facility Closing Date is hereby correspondingly reduced to \$50.0 million.

Section 2. **Amendments to Credit Agreement.** Effective as of the Second Incremental Facility Closing Date, the Credit Agreement is hereby amended as follows:

(a) The following definitions are hereby added in the appropriate alphabetical order to Section 1.1:

“Incremental Amendment No. 2”: that certain Incremental Facility Amendment No. 2, dated as of December 31, 2020, among the Company, the other Loan Parties party thereto, the Lenders party thereto and the Administrative Agent.

“Second Incremental Facility Closing Date”: has the meaning set forth in Incremental Amendment No. 2.

“Second Incremental Facility Transactions”: has the meaning set forth in Incremental Amendment No. 2.

“Term B-3 Commitment”: has the meaning set forth in Incremental Amendment No. 2.

“Term B-3 Lenders”: has the meaning set forth in Incremental Amendment No. 2.

“Term B-3 Loans”: has the meaning set forth in Incremental Amendment No. 2.

(b) The definition of “Applicable Margin” set forth in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Applicable Margin”: for each Type of Loan (excluding Other Term Loans, Extended Term Loans and Incremental Term Loans incurred after the Second Incremental Facility Closing Date), the rate per annum set forth under the relevant column heading below:

Type of Loan	Eurodollar Loans	ABR Loans
Term Loans (other than Term B-3 Loans)	2.75%	1.75%
Term B-3 Loans	2.75%	1.75%

; provided, that (a) with respect to any Incremental Term Loans incurred after the Second Incremental Facility Closing Date, the Applicable Margin shall be as set forth in the Incremental Amendment relating to the Incremental Term Commitment in respect of such Incremental Term Loan, (b) with respect to any Other Term Loans incurred after the Second Incremental Facility Closing Date, the Applicable Margin shall be as set forth in the Refinancing Amendment relating to such Loans and (c) with respect to any Series of Extended Term Loans incurred after the Second Incremental Facility Closing Date, shall be the applicable percentage(s) per annum set forth in the relevant Extension Amendment; provided further, that in the event that the Eurodollar Rate or ABR as determined pursuant to the definitions set forth herein would be less than 1.00% and 2.00%, respectively, then, solely with respect to the Term B-3 Loans, the Eurodollar Rate or ABR shall be deemed to be 1.00% and 2.00%, respectively, for purposes of the Credit Agreement.

(c) The definition of “Commitment” set forth in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Commitment”: as to any Lender, the Term B Commitment, Term B-1 Commitment, Term B-2 Commitment, Term B-3 Commitment, Incremental Term Commitment and/or Other Term Commitment of such Lender.

(d) The definition of “Class” set forth in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Class”: (a) when used with respect to Lenders, refers to whether such Lender is a Term B Lender, the Term B-2 Lender, the Term B-3 Lender an Incremental Term Lender of a particular Series of Incremental Term Loans or an Other Term Lender of a particular Series of Other Term Loans, (b) when used with respect to Commitments, refers to whether such Commitments are Term B Commitments, Term B-1 Commitments, Term B-2 Commitments, Term B-3 Commitments, Incremental Term Commitments with respect to a particular Series of Incremental Term Loans, or Other Term Commitments with respect to a particular Series of Other Term Loans and (c) when used with respect to Loans or a Borrowing, refers to whether such Loans, or the Loans comprising such Borrowing, are Term B Loans, Term B-1 Loans, Term B-2 Loans, Term B-3 Loans, Incremental Term Loans of a particular Series, Extended Term Loans of a particular Series or Other Term Loans of a particular Series.

(e) The definition of “Loan” set forth in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Loan”: any loan made or maintained by any Lender pursuant to this Agreement consisting of Term B Loans, Incremental Term Loans, Extended Term Loans, Term B-1 Loans, Term B-2 Loans, Term B-3 Loans and Other Term Loans.

(f) The definition of “Loan Documents” set forth in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Loan Documents”: this Agreement, Incremental Amendment No. 1, the Amendment and Restatement Agreement, Amendment No. 1, Incremental Amendment No. 2, the Notes, the Security Documents, the Intercreditor Agreement, a Refinancing Amendment, if any, an Incremental Amendment, if any.

(g) The definition of “Maturity Date” set forth in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Maturity Date”: with respect to the Term B-2 Loans and the Term B-3 Loans, August 14, 2024.

(h) The definition of “Repricing Transaction” set forth in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Repricing Transaction”: other than in the context of a Change of Control, the prepayment, refinancing, substitution or replacement of all or a portion of the Term B-3 Loans with the incurrence by the Borrower or any Restricted Subsidiary of any debt financing (other than borrowings under the ABL Credit Agreement) having an effective interest cost or weighted average yield (with the comparative determinations to be made by the Administrative Agent consistent with generally accepted financial practices, after giving effect to, among other factors, margin, interest rate floors, upfront or similar fees or original issue discount shared with all providers of such financing, but excluding the effect of any arrangement, structuring, syndication or other fees payable in connection therewith that are not shared with all providers of such financing, and without taking into account any fluctuations in the Eurodollar Base Rate) that is less than the effective interest cost or weighted average yield (as determined by the Administrative Agent on the same basis) of the Term B-3 Loans, including without limitation, as may be effected through any amendment to this Agreement relating to the interest rate for, or weighted average yield of, the Term B-3 Loans.

(i) The definition of “Term Lender” set forth in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Term Lender”: at any time, the Term B-2 Lender, the Term B-3 Lender, each Converting Term B-1 Lender, and any other Lender with a Term Loan at such time.

(j) The definition of “Term Loan” set forth in Section 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

“Term Loan”: a Term B Loan, Term B-1 Loan, Term B-2 Loan, Term B-3 Loan, Other Term Loan, Extended Term Loan or Incremental Term Loan, as applicable.

(k) Section 2.1 of the Credit Agreement is hereby amended by inserting the following as clauses (d) and (e) thereof:

“(d) Subject to the terms and conditions set forth herein and in Incremental Amendment No. 2, the Term B-3 Lender agrees to make a Term B-3 Loan to the Borrower on the Second Incremental Facility Closing Date in an amount not to exceed the amount of the Term B-3 Commitment.

(e) The Term B-3 Loans may from time to time be Eurodollar Loans or ABR Loans, as determined by the Borrower and notified to the Administrative Agent in accordance with Sections 2.2 and 2.7. The Term B-3 Commitments shall automatically terminate upon funding of the Term B-3 Loans on the Second Incremental Facility Closing Date.”

(l) Section 2.3 of the Credit Agreement is hereby amended as follows:

(A) The title thereof is hereby amended by adding “and Term B-3 Loans” to the end thereof.

(B) The following shall be inserted as clause (c) thereof:

“(c) The principal amount of the Term B-3 Loans of the Term B-3 Lender shall be repaid (i) on the last Business Day of each March, June, September and December, commencing with the last Business Day of March 2021, in an amount equal to 0.25% of the aggregate principal amount of the Term B-3 Loans outstanding on the Second Incremental Facility Closing Date and (ii) on the Maturity Date, in an amount equal to the aggregate principal amount outstanding on such date, together in each case with accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment. Any prepayment of Term B-3 Loans pursuant to Sections 2.5 and 2.6 shall be applied to reduce remaining scheduled amortization payments as directed by the Borrower in the notice or certificate, as applicable, delivered pursuant to Section 2.5(a) or Section 2.6(f), as applicable. Any reduction in the amount of outstanding Term B-3 Loans as a result of any Purchase shall reduce remaining scheduled amortization payments on a pro rata basis.”

(m) Section 2.5(b) of the Credit Agreement is hereby amended and restated in its entirety as follows:

“(b) If at any time on or prior to the period ending six (6) months after the Second Incremental Facility Closing Date the Borrower (x) prepays, refinances, substitutes or replaces any Term B-3 Loans in connection with a Repricing Transaction (including, for avoidance of doubt, any prepayment made pursuant to Section 2.6(a) that constitutes a Repricing Transaction), or (y) effects any amendment of this Agreement resulting in a Repricing Transaction, then the Company shall pay to the Administrative Agent, for the ratable account of each of the applicable Lenders, (I) in the case of clause (x), a prepayment premium of 1.00% of the aggregate principal amount of the Term B-3 Loans so prepaid, refinanced, substituted or replaced and (II) in the case of clause (y), a fee equal to 1.00% of the aggregate principal amount of the applicable Term B-3 Loans outstanding immediately prior to such amendment. Such amounts shall be due and payable on the date of effectiveness of such Repricing Transaction (as applicable, the “Prepayment Fees”).”

(n) Section 5.11 of the Credit Agreement is hereby adding the following sentence to the end of the Section:

“All proceeds of the Term B-3 Loans will be used on the Second Incremental Facility Closing Date to consummate the Second Incremental Facility Transactions.”

Section 3. **Representations and Warranties**. Each Loan Party hereby represents and warrants that (i) as of the Second Incremental Facility Closing Date (as defined below), after giving effect to this Amendment, the representations and warranties of each Loan Party contained in the Credit Agreement or in the other Loan Documents are true and correct in all material respects with the same effect as though such representations and warranties had been made on and as of the date hereof; provided that, to the extent that such representations and warranties specifically refer to an earlier date, such representations and warranties were true and correct in all material respects as of such earlier date and (ii)

no Default or Event of Default exists on the Second Incremental Facility Closing Date under the Credit Agreement prior to or after giving effect to the transactions contemplated by this Amendment.

Section 4. **Effectiveness.** This Amendment shall become effective on the date (such date, the “Second Incremental Facility Closing Date”) that the following conditions have been waived or satisfied:

(i) The Administrative Agent shall have received counterparts of this Amendment executed and delivered by a duly authorized officer of each of the Loan Parties and each Term B-3 Lender listed on Exhibit A;

(ii) The Administrative Agent shall have received a copy of (i) the Organizational Documents, as in effect as of the date hereof, of each Loan Party, certified, if applicable, as of a recent date by the Secretary of State or similar Governmental Authority of the state or jurisdiction of its organization, (ii) signature and incumbency certificates of the Responsible Officers of each Loan Party executing the Amendment, (iii) resolutions of the board of directors and/or similar governing bodies of each Loan Party approving and authorizing the execution, delivery and performance of the Loan Documents to which it is a party, certified as of the Second Incremental Facility Closing Date by its secretary, an assistant secretary or a Responsible Officer as being in full force and effect without modification or amendment, and (iv) a certificate as to the good standing (where relevant) of each Loan Party as of a recent date, from such Secretary of State or similar Governmental Authority (or, a certification from each Loan Party that there have been no changes to the Organizational Documents, including all amendments thereto, that were delivered to the Administrative Agent prior to the Second Incremental Facility Closing Date);

(iii) The Administrative Agent shall have received a customary legal opinion from Latham & Watkins LLP, special counsel to the Loan Parties in form and substance reasonably satisfactory to the Administrative Agent;

(iv) The Administrative Agent shall have received a certificate attesting to the Solvency of the Borrower and its Subsidiaries (on a consolidated basis) on the Second Incremental Facility Closing Date after giving effect to the Second Incremental Facility Transactions, from the Borrower’s chief financial officer or other officer with equivalent duties, in a form substantially consistent with Exhibit L of the Credit Agreement;

(v) The Administrative Agent shall have received a Borrowing Notice in respect of the Term B-3 Loans as required by Section 2.2 of the Credit Agreement;

(vi) The Administrative Agent shall have received a certificate of a Responsible Officer to the effect that the conditions set forth in Section 4.2 of the Credit Agreement are true and correct;

(vii) The Administrative Agent and the Term B-3 Arranger shall have received all fees due and payable on the Second Incremental Facility Closing Date pursuant to the Amended and Restated Fee and Engagement Letter, dated as of December 23, 2020, between the Borrower and the Term B-3 Arranger, and all reasonable and documented out-of-pocket expenses required to be paid or reimbursed under Section 10.5 of the Credit Agreement (to the extent invoiced at least three Business Days prior to the Second Incremental Facility Closing Date) (it being understood that, if the Second Incremental Facility Closing Date does not occur, no fees shall be payable pursuant to this clause (vii));

(viii) The Administrative Agent shall have received the results of confirmatory searches of the UCC filings and of such tax and judgment lien searches and copies of the financing statements (or similar documents) disclosed by such searches;

(ix) The Stein Acquisition shall have been consummated, or shall be consummated substantially concurrently with the initial Borrowing of the Term B-3 Loans on the Second Incremental Facility Closing Date, in all material respects in accordance with the terms of the Stein Acquisition Agreement;

(x) The Term B-3 Arranger shall have received (x) all financial statements of the Borrower required to have been furnished to the Administrative Agent as of the Second Incremental Facility Closing Date pursuant to Section 5.1 of the Credit Agreement, (y)(a) audited consolidated balance sheets as of the end of the two most recently completed fiscal years ended at least 90 days before the Second Incremental Facility Closing Date and related statements of income, stockholders' equity and cash flows of the Stein Companies and their respective subsidiaries for the three most recently completed fiscal years ended at least 90 days before the Second Incremental Facility Closing Date and (b) unaudited consolidated balance sheets and related statements of income and cash flows of Stein Companies and their respective subsidiaries, for each subsequent fiscal quarter ended at least 45 days before the Closing Date (other than any fiscal fourth quarter) after the most recent fiscal period for which audited financial statements have been provided pursuant to clause (y)(a) hereof, in each case prepared in accordance with GAAP and (z) a pro forma consolidated balance sheet and a related pro forma consolidated statement of income of the Borrower and its subsidiaries (based on the financial statements of Stein referred to in clause (y) above) as of and for the twelve-month period ending on the last day of the most recently completed four-fiscal quarter period ended at least 45 days before the Second Incremental Facility Closing Date, or, if the most recently completed fiscal period is the end of a fiscal year, ended at least 90 days before the Second Incremental Facility Closing Date, prepared after giving effect to the Second Incremental Facility Transactions as if the Second Incremental Facility Transactions had occurred as of such date (in the case of such balance sheet) or at the beginning of such period (in the case of such other statement of income), which reflect adjustments customary for transactions of this type, it being understood that (a) such pro formas shall not be required to be prepared in accordance with Regulation S-X under the Securities Act and (b) any purchase accounting adjustments may be preliminary in nature and be based only on estimates and allocations determined by the Borrower; and

(xi) no "Material Adverse Effect" (as defined in the Stein Acquisition Agreement) shall have occurred and be continuing as of the Second Incremental Facility Closing Date.

Section 5. **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute a single instrument. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Amendment and/or any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include Electronic Signatures (as defined below), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act, and the delivery of an executed counterpart of a signature page of this Agreement, any other Loan Document or any amendment or modification hereof or thereof by any such means (including

“.pdf” or “.tif”) shall be effective as delivery of a manually executed counterpart. “Electronic Signatures” means any electronic symbol or process attached to, or associated with, any contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record.

Section 6. **Headings.** The headings of this Amendment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

Section 7. **Acknowledgments.** Each Loan Party hereby expressly acknowledges the terms of this Amendment and reaffirms, as of the date hereof, (i) the covenants and agreements contained in each Loan Document to which it is a party, including, in each case, such covenants and agreements as in effect immediately after giving effect to this Amendment and the transactions contemplated hereby, (ii) its guarantee of the Obligations (including, without limitation, the Term B-3 Loans) under the Security Documents and (iii) its grant of Liens on the Collateral to secure the Obligations (including, without limitation, the Obligations with respect to the Term B-3 Loans) pursuant to the Security Documents.

Section 8. **Liens Unimpaired.** After giving effect to this Amendment, neither the modification of the Credit Agreement effected pursuant to this Amendment nor the execution, delivery, performance or effectiveness of this Amendment:

(a) impairs the validity, effectiveness or priority of the Liens granted pursuant to any Loan Document, and such Liens continue unimpaired with the same priority to secure repayment of all Obligations, whether heretofore or hereafter incurred; or

(b) requires that any new filings be made or other action taken to perfect or to maintain the perfection of such Liens.

Section 9. **Effect of Amendment.** This Amendment shall not constitute a novation of the Credit Agreement or any other Loan Document. This Amendment shall constitute an “Incremental Amendment” for all purposes of the Credit Agreement and the other Loan Documents and the Term B-3 Loans shall constitute “Incremental Term Loans” and “Term Loans” for all purposes of the Credit Agreement and the other Loan Documents. Except as expressly set forth herein, (i) this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of or otherwise affect the rights and remedies of the Lenders or the Administrative Agent, in each case under the Credit Agreement or any other Loan Document, and (ii) shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document. Except as expressly set forth herein, each and every term, condition, obligation, covenant and agreement contained in the Credit Agreement or any other Loan Document is hereby ratified and re-affirmed in all respects and shall continue in full force and effect. This Amendment shall constitute a Loan Document for purposes of the Credit Agreement, including without limitation for purposes of Sections 10.10, 10.11 and 10.14 thereof, and from and after the Second Incremental Facility Closing Date, all references to the Credit Agreement in any Loan Document and all references in the Credit Agreement to “this Agreement,” “hereunder,” “hereof” or words of like import referring to the Credit Agreement, shall, unless expressly provided otherwise, refer to the Credit Agreement as amended by this Amendment. The Term B-3 Arranger shall be entitled to all rights, privileges and immunities provided to the “Lead Arrangers” in the Credit Agreement and the other Loan Documents.

[Signature Pages Follow]

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

TMS INTERNATIONAL CORPORATION, as the
Borrower

DocuSigned by:
By: Peter Macaluso
318392EEBAF3477
Name: Peter M. Macaluso
Title: Senior Vice President, Secretary and
General Counsel

CRYSTAL ACQUISITION COMPANY, INC., as
Holdings

By: _____
Name: Derek Arend
Title: President and Treasurer

TMS INTERNATIONAL, LLC, as a Guarantor

DocuSigned by:
By: Peter Macaluso
318392EEBAF3477
Name: Peter M. Macaluso
Title: Senior Vice President,
Secretary and General Counsel

SHASTA SERVICES, LLC, as a Guarantor

DocuSigned by:
By: Peter Macaluso
318392EEBAF3477
Name: Peter M. Macaluso
Title: Vice President and Secretary

TMS LEVERAGED LENDER CORPORATION, as a
Guarantor


DocuSigned by:
By: Peter Macaluso
318392EEBAF3477
Name: Peter M. Macaluso
Title: Vice President and Secretary

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By:  _____
Name: Derek Arend
Title: President and Treasurer

TMS INTERNATIONAL, LLC, as a Guarantor

By: _____
Name: Peter M. Macaluso
Title: Senior Vice President,
Secretary and General Counsel

SHASTA SERVICES, LLC, as a Guarantor

By: _____
Name: Peter M. Macaluso
Title: Vice President and Secretary

TMS LEVERAGED LENDER CORPORATION, as a
Guarantor

By: _____
Name: Peter M. Macaluso
Title: Vice President and Secretary

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: *Louis Salvino*
Name: Louis Salvino
Title: Vice President

JPMORGAN CHASE BANK, N.A.,
as Term B-3 Lender

By: *Louis Salvino*
Name: Louis Salvino
Title: Vice President

EXHIBIT A
TO INCREMENTAL FACILITY AMENDMENT NO. 2

Term B-3 Lender	Term B-3 Commitment
J.P. Morgan Chase Bank, N.A.	\$100,000,000.00
Total:	\$100,000,000.00