

ADESA NEW JERSEY, LLC  
Form 424B3  
October 28, 2009

Filed Pursuant to Rule 424(b)(3)

Registration No. 333-158666

PROSPECTUS SUPPLEMENT NO. 4

(to Prospectus dated July 23, 2009)

## **KAR HOLDINGS, INC.**

**\$150,000,000 Floating Rate Senior Notes Due 2014**

**\$450,000,000 8<sup>3</sup>/<sub>4</sub>% Senior Notes Due 2014**

**\$425,000,000 10% Senior Subordinated Notes Due 2015**

Attached hereto and incorporated by reference herein is our Current Report on Form 8-K, filed with the Securities and Exchange Commission on October 28, 2009. You should read this Prospectus Supplement No. 4 in connection with the prospectus, dated July 23, 2009, including the prospectus supplements dated August 12, 2009, September 11, 2009 and October 14, 2009. This Prospectus Supplement No. 4 is qualified by reference to the prospectus, including the prospectus supplements dated August 12, 2009, September 11, 2009 and October 14, 2009, except to the extent that the information in this Prospectus Supplement No. 4 supersedes the information contained therein.

SEE RISK FACTORS BEGINNING ON PAGE 16 OF THE PROSPECTUS AND UNDER ITEM 1A IN THE ANNUAL REPORT ON FORM 10-K FOR THE YEAR ENDED DECEMBER 31, 2008 FOR A DISCUSSION OF CERTAIN RISKS YOU SHOULD CONSIDER BEFORE INVESTING IN THE NOTES.

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these notes or passed upon the adequacy of this prospectus. Any representation to the contrary is a criminal offense.**

This prospectus has been prepared for and may be used by Goldman, Sachs & Co. in connection with offers and sales of the notes related to market-making transactions in the notes effected from time to time. Goldman, Sachs & Co. may act as principal or agent in these transactions. Such sales will be made at prevailing market prices at the time of sale, at prices related thereto or at negotiated prices. We will not receive any proceeds from such sales.

**GOLDMAN, SACHS & CO.**

October 28, 2009

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): October 28, 2009 (October 23, 2009)**

**KAR Holdings, Inc.**

(Exact name of Registrant as specified in its charter)

**Delaware**  
(State of Incorporation)

**333-148847**  
(Commission File Number)  
**13085 Hamilton Crossing Boulevard**

**20-8744739**  
(I.R.S. Employer Identification No.)

**Carmel, Indiana 46032**

(Address of principal executive offices) (Zip Code)

**(800) 923-3725**

Edgar Filing: ADESA NEW JERSEY, LLC - Form 424B3

(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01 Entry into a Material Definitive Agreement.**

On October 23, 2009, KAR Holdings, Inc. (the Company ), as borrower, and KAR Holdings II, LLC (the LLC ), as guarantor, entered into the Second Amendment, dated October 23, 2009 (the Amendment ), to Credit Agreement, dated April 20, 2007 (as so amended, the Credit Agreement ), with the several lenders party thereto, Bear Stearns Corporate Lending Inc., as resigning administrative agent, and JPMorgan Chase Bank, N.A., as successor administrative agent. The Amendment also amended the Guarantee and Collateral Agreement, dated April 20, 2007, made by the Company, the LLC and the subsidiary guarantors party thereto in favor of the administrative agent under the Credit Agreement.

The Amendment, among other things, (i) allows KAR Holdings II, LLC to own less than 100% of the outstanding capital stock of the Company, (ii) permits the Company to use a portion of the proceeds from its previously announced proposed initial public offering of common stock (the Offering ) and any future offering of common stock of the Company plus unrestricted cash on hand at the time of the Offering to repay, redeem, repurchase or defease, or segregate funds with respect to, its unsecured notes, (iii) permits the Company to pay accelerated management fees to its equity sponsors in connection with the termination of the Company s financial advisory agreements with each of them and (iv) increases the rate of interest on both the term loan and revolving loan borrowings under the Credit Agreement to a rate of LIBOR plus a margin of 2.75%, in each case, after the satisfaction of certain conditions precedent, including the consummation of the Offering and the optional prepayment of \$250,000,000 or more of the term loans.

Certain of the lenders and agents and their respective affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking, commercial banking and other services for the Company and its affiliates, for which they received or will receive customary fees and expenses.

The above description of the Amendment is not complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K (this Report ) and incorporated herein by reference.

**FORWARD-LOOKING STATEMENTS**

This Report contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 and which are subject to certain risks, trends and uncertainties. In particular, statements made in this Report that are not historical facts (including, but not limited to, expectations regarding the Offering) are forward-looking statements. Words such as will, expects, intends, seeks and similar expressions identify forward-looking statements. No assurance can be given that the Offering will be consummated. Consummation of the Offering is subject to numerous conditions and factors, many of which are beyond the Company s control, including conditions prevailing in the capital markets, economic, political and market factors affecting the demand for the Company s securities, and other factors including those described in Risk Factors described in the Company s Annual Report on Form 10-K for the year ended December 31, 2008 and subsequent filings with the Securities and Exchange Commission. Many of these risk factors are outside of the Company s control, and as such, they involve risks which are not currently known that could cause actual results to differ materially from those discussed or implied herein. The forward-looking statements in this Report are made as of the date on which they are made and the Company does not undertake to update the Company s forward-looking statements.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

**Exhibit**

**Number Description**

10.1	Second Amendment, dated October 23, 2009, to Credit Agreement, dated April 20, 2007 (the Credit Agreement ), among KAR Holdings, Inc., as borrower, KAR Holdings II, LLC, as guarantor, the several lenders from time to time parties thereto, and the other parties named therein
------	--

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: October 28, 2009

KAR Holdings, Inc.

/s/ ERIC M. LOUGHMILLER  
**Eric M. Loughmiller**  
**Executive Vice President and Chief Financial Officer**

**EXHIBIT INDEX**

**Exhibit**

<b>Number</b>	<b>Description</b>
10.1	Second Amendment, dated October 23, 2009, to Credit Agreement, dated April 20, 2007 (the "Credit Agreement"), among KAR Holdings, Inc., as borrower, KAR Holdings II, LLC, as guarantor, the several lenders from time to time parties thereto, and the other parties named therein

**SECOND AMENDMENT TO CREDIT AGREEMENT**

**Dated as of October 23, 2009**

This **SECOND AMENDMENT TO CREDIT AGREEMENT** (this Amendment ) is entered into between **KAR HOLDINGS, INC.**, a Delaware corporation (the Borrower ), **KAR HOLDINGS II, LLC.** ( Holdings ), the Lenders, **BEAR STEARNS CORPORATE LENDING INC.** (the Resigning Agent ), **JPMORGAN CHASE BANK, N.A.** (the Successor Agent ) and each of the other parties signatory hereto.

**PRELIMINARY STATEMENTS**

1. Reference is made to the Credit Agreement dated as of April 20, 2007 (as amended by that certain First Amendment to Credit Agreement dated June 10, 2009 between KAR Holdings, Inc., and the Lenders and other parties signatory thereto, the Credit Agreement ), among the Borrower, the lenders and agents party thereto from time to time, Bear Stearns Corporate Lending Inc. as Administrative Agent (the Administrative Agent ), and the other parties signatory thereto. Capitalized terms used but not otherwise defined herein are used with the meanings given in the Credit Agreement.

2. The Borrower has requested that the Required Lenders agree to amend the Credit Agreement and the Guarantee and Collateral Agreement as provided for herein.

3. The Required Lenders are willing to agree to such amendments to the Credit Agreement and the Guarantee and Collateral Agreement on the terms and subject to the conditions set forth herein.

*Now, therefore*, in consideration of the premises and the agreements, other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

SECTION 1. **Amendments to Credit Agreement.** On the terms and subject to the conditions set forth herein:

(a) Section 1.1 of the Credit Agreement is amended

(i) by inserting in such subsection the following definitions in the appropriate alphabetical order:

Second Amendment : means that certain Second Amendment, dated as of October 23, 2009, by and between the Borrower, and the Lenders and the other parties signatory thereto.

Second Amendment Effective Date : means the date of satisfaction of the conditions to effectiveness referred to in Section 3 of the Second Amendment.

(ii) by deleting each instance of the word Holdings in each of the following definitions and substituting the words the Borrower therefor: Capital Expenditures , Excluded Redemption Obligation , Guarantors , Management Advances , Management Investors and Management Stock Agreements.



(iii) by deleting the definition of Continuing Directors in its entirety and substituting the following new definition of Continuing Directors therefore:

Continuing Directors : the directors of the Borrower on the Second Amendment Effective Date, after giving effect to the initial registered public offering of voting Capital Stock of the Borrower, and each other director of the Borrower whose nomination for election to the board of directors of the Borrower is recommended by at least a majority of the then Continuing Directors or such other director who receives the vote of the Permitted Investors in his or her election to the board of directors of the Borrower by the shareholders of the Borrower.

(iv) by deleting the words or such Parent in the definition of Management Advances.

(v) by deleting each instance of the words or any Parent in each of the following definitions: Management Investors and Management Stock Agreements.

(vi) by deleting the words Holdings, the Borrower and their respective Subsidiaries in the definition of Group Members and substituting the words the Borrower and its Subsidiaries therefor.

(vii) by deleting the words Holdings and in the definition of Guarantors.

(viii) by deleting the definition of Parent in its entirety and substituting the following new definition of Parent therefor:

Parent : any Person of which the Borrower at any time is or becomes a Subsidiary after the Closing Date.

(ix) by (A) deleting the word or immediately prior to the words for Investments under Section 8.8(q) in the third line of the definition of Available Retained ECF, (B) inserting the words or for redeeming, repurchasing, defeasing or otherwise prepaying Unsecured Notes pursuant to Section 8.9(a) hereof immediately prior to the words the difference (if a positive number) in the third line of the definition of Available Retained ECF, (C) deleting the word or immediately after the words for Capital Expenditures under clause (iii) of Section 8.7 in the last line of the definition of Available Retained ECF and (D) inserting the words or for redeeming, repurchasing, defeasing or otherwise prepaying Unsecured Notes pursuant to Section 8.9(a) hereof immediately after the words for Investments under Section 8.8(q) in the last line of the definition of Available Retained ECF.

(x) by deleting the definition of Applicable Margin in its entirety and substituting the following new definition of Applicable Margin therefor:

Applicable Margin : for each Type and class of Loan the rate per annum set forth below opposite the description of such Loan:

Eurodollar Initial Term Loans	2.75%
Eurodollar Revolving Loans	2.75%
Base Rate Initial Term Loans	1.75%
Base Rate Revolving Loans and Swingline Loans	1.75%

(xi) by deleting the words  : provided that on and after the first Adjustment Date occurring after the completion of the first full fiscal quarter of the Borrower after the Closing Date, the Commitment Fee Rate will be determined pursuant to the Pricing Grids at the end of the definition of Commitment Fee Rate.

(xii) by deleting the definitions of Adjustment Date and Pricing Grids in their entirety.

(b) Section 4.2 of the Credit Agreement is hereby amended as follows:

(i) the words (other than Holdings) are deleted in their entirety from clause (a) thereof; and

(ii) the words  : provided, however, that notwithstanding anything to the contrary set forth herein (including in the definition of Excess Cash Flow ), to the extent the optional prepayment of Term Loans actually made in satisfaction of the condition precedent set forth in Section 3(d) of the Second Amendment is made on or prior to April 15, 2010, such prepayment shall be treated for purposes of the definition of Excess Cash Flow as if it were made during the 2009 fiscal year (and not during the 2010 fiscal year) are inserted immediately following the words such fiscal year in clause (c) thereof;

(c) Section 5 of the Credit Agreement is hereby amended by deleting the words Holdings and the Borrower hereby jointly and severally represent and warrant in the first paragraph thereof in their entirety and substituting the words the Borrower hereby represents and warrants therefor;

(d) Sections 5.6, 5.8, 5.9, 5.12, 5.17(b), 5.17(d) or 5.18 of the Credit Agreement are hereby amended by deleting each instance of the words Holdings or in such Sections;

(e) Sections 5.10 and 5.17(e) of the Credit Agreement are hereby amended by deleting each instance of the words Holdings and in such Sections;

(f) Section 5.15(b) of the Credit Agreement is hereby amended by (i) deleting the words other than stock options granted to employees, former employees or directors and directors qualifying shares in the parenthetical in such subsection, and (ii) deleting the words other than Holdings in such Section in their entirety and substituting the words (other than the Borrower) therefor.

(g) Section 7 of the Credit Agreement is hereby amended by deleting the words Holdings and the Borrower hereby jointly and severally agree in the first paragraph thereof in their entirety and substituting the words The Borrower hereby agrees therefor;

(h) Section 7.2 of the Credit Agreement is hereby amended by deleting each instance of the words Holdings, or Holdings or in clause (e) thereof;

(i) Section 7.10 of the Credit Agreement is hereby amended by deleting the words in clause (d) thereof in their entirety and substituting the word Reserved therefor;

(j) Section 8 of the Credit Agreement is hereby amended by deleting the words Holdings and the Borrower hereby jointly and severally agree the first paragraph thereof in their entirety and substituting the words The Borrower hereby agrees therefor;

(k) Section 8.2 of the Credit Agreement is hereby amended by (i) deleting each instance of the word Holdings in clauses (i), (j) and (r) thereof and substituting the word Borrower therefor, and (ii) deleting the words or any Parent in clause (r) thereof;

(l) Section 8.6(b) of the Credit Agreement is hereby deleted in its entirety and the following new Section 8.6(b) is substituted therefor:

(b) so long as no Event of Default has occurred and is continuing or would result therefrom, the Borrower may (i) purchase the Borrower's Capital Stock from present or former officers, directors or employees of any Group Member upon the death, disability, retirement or termination of employment or service of such officer, director or employee or otherwise under any stock option or employee stock ownership plan approved by the board of directors of the Borrower, in an aggregate amount (net of any proceeds received by the Borrower in connection with resales of any Capital Stock so purchased) not exceeding \$10,000,000 in any fiscal year and (ii) pay accelerated management fees expressly permitted by Section 8.10;

(m) Section 8.6(c) of the Credit Agreement is hereby deleted in its entirety and the following new Section 8.6(c) is substituted therefor:

(c) the Borrower may pay dividends or make loans and advances to any Parent to permit any Parent to (i) pay corporate overhead expenses incurred in the ordinary course of business in an aggregate amount not exceeding \$5,000,000 in any fiscal year; (ii) pay (A) any taxes, charges or assessments, including but not limited to sales, use, transfer, rental, ad valorem, value-added, stamp, property, consumption, franchise, license, capital, net worth, gross receipts, excise, occupancy, intangibles or similar taxes, charges or assessments (other than federal, state or local taxes measured by income and federal, state or local withholding imposed on payments made by any Parent), required to be paid by any Parent by virtue of its being incorporated or otherwise organized or having Capital Stock outstanding (but not by virtue of owning stock or other equity interests of any corporation or other entity other than the Borrower, any of its Subsidiaries or any Parent), or being a holding company parent of the Borrower, or having guaranteed any obligations of the Borrower or any Subsidiary thereof, or having made any payment in respect of any of the items for which the Borrower is permitted to make payments to any Parent pursuant to the other clauses of this Section 8.6, or (B) for so long as the Borrower is a member of a group filing a consolidated, combined or unitary tax return with any Parent, amounts necessary for the payment of federal, state or local income taxes payable by such Parent and measured by the income of the Borrower and its Subsidiaries which are payable by such Parent; (iii) to pay expenses incurred by any Parent in connection with offerings, registrations, or exchange listings of equity securities and maintenance of same (A) where the net proceeds of such offering are to be

received by or contributed to the Borrower, or (B) in a prorated amount of such expenses in proportion to the amount of such net proceeds intended to be so received or contributed or loaned, or (C) otherwise on an interim basis prior to completion of such offering so long as any Parent shall cause the amount of such expenses to be repaid to the Borrower or the relevant Subsidiary of the Borrower out of the proceeds of such offering promptly if such offering is completed; (iv) to pay audit costs and any costs (including all professional fees and expenses) incurred by any Parent in connection with reporting obligations under or otherwise incurred in connection with compliance with applicable laws, applicable rules or regulations of any governmental, regulatory or self-regulatory body or stock exchange, including in respect of any reports filed with respect to the Securities Act, the Exchange Act or the respective rules and regulations promulgated thereunder; (v) to pay obligations of any Parent under or in respect of director and officer insurance policies or indemnification obligations to directors or officers; (vi) to pay accelerated management fees under the Management Agreement in an aggregate amount not exceeding \$10,500,000 contemporaneously with the consummation of the initial registered public offering of voting Capital Stock of the Borrower, so long as no Default under Section 9(a) or 9(f) has occurred and is continuing (it being acknowledged and agreed that no additional management fees under the Management Agreement shall be permitted to be paid thereafter) and (vii) the Borrower may make Restricted Payments the proceeds of which shall be used by any Parent to make cash payments in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock of any Parent;

(n) Section 8.9 of the Credit Agreement is amended by (i) deleting the word Holdings in clause (a) thereof and substituting the words the Borrower therefor, (ii) inserting the words in connection with a Permitted Refinancing therefor or immediately after the words other than in the first parenthetical in clause (a) thereof and (iii) inserting the following words at the end of clause (a) thereof: ; provided, that, (i) substantially contemporaneously with consummation of the initial registered public offering of voting Capital Stock of the Borrower and the occurrence of the Second Amendment Effective Date, the Borrower may redeem, repurchase, defease or otherwise prepay Unsecured Notes in an aggregate amount not to exceed (A) the sum of (1) cash and Cash Equivalents that are not classified as restricted for financial statement purposes of the Borrower and its Subsidiaries as of the Second Amendment Effective Date plus (2) the Net Cash Proceeds of the initial registered public offering of voting Capital Stock of the Borrower on the Second Amendment Effective Date minus (B) the amount of any optional prepayment of Term Loans made in satisfaction of the condition precedent set forth in Section 3(d) of the Second Amendment; (ii) after the date on which the Borrower has redeemed, repurchased, defeased or otherwise prepaid Unsecured Notes pursuant to clause (i) above, the Borrower may use proceeds of any subsequent offering of its voting Capital Stock otherwise permitted hereunder to redeem, repurchase, defease or otherwise prepay additional Unsecured Notes with proceeds of such subsequent offering solely to the extent that, at the time of such redemption, repurchase, defeasance or prepayment, the Borrower also make an optional prepayment of Term Loans hereunder pursuant to Section 4.1 hereof in an aggregate principal amount equal to not less than the aggregate cash amount actually used to redeem, repurchase, defease, or otherwise prepay the Unsecured Notes pursuant to this clause (ii), and (iii) on any date after the Second Amendment Effective Date, the Borrower may redeem, repurchase, defease or otherwise prepay Unsecured Notes from and counted against Available Retained ECF if and so long as (A) no Default has occurred and is continuing or would result therefrom, (B) both on a historical and on a pro forma basis (giving effect to such payment and all related transactions, including the Incurrence and use of proceeds of all Indebtedness Incurred in connection therewith) the Consolidated Leverage Ratio on the most recent Test Date did not exceed 4.5 to 1.0 and (C) Available Retained ECF would be a positive number if Available Retained ECF is reduced by the amount of Unsecured Notes redeemed, repurchased, defeased or otherwise prepaid.

(o) Section 8.10 of the Credit Agreement is amended by deleting clause (e) in its entirety and substituting the following new clause (e) therefor: the Borrower and its Subsidiaries may pay accelerated management fees under the Management Agreement in an aggregate amount not exceeding \$10,500,000 contemporaneously with the consummation of the initial registered public offering of voting Capital Stock of the Borrower, so long as no Default under Section 9(a) or (f) has occurred and is continuing (it being acknowledged and agreed that no additional management fees under the Management Agreement shall be permitted to be paid thereafter);

(p) Section 8.10 of the Credit Agreement is amended by deleting the word "Holdings" in clauses (c), (d), (i) and (j) thereof and substituting the words "the Borrower" therefor;

(q) Section 8.10 of the Credit Agreement is amended by deleting the word "and" at the end of clause (i) thereof, deleting the period at the end of clause (j), inserting the word ";and" at the end of clause (j) hereof and inserting the following new clause (k) at the end thereof: (k) the execution, delivery and performance of the amendments to the stockholders' agreements and registration rights agreement of the Borrower entered into in connection with the initial registered public offering of voting Capital Stock of the Borrower in form and substance reasonably acceptable to the Administrative Agent.

(r) Section 9 of the Credit Agreement is amended by

(i) deleting the words "Holdings and" in clause (c) thereof;

(ii) deleting clause (k) thereof in its entirety and substituting the following new clause (k) therefor:

(k) (i) (x) the Permitted Investors shall in the aggregate be the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) of shares of voting Capital Stock having less than 35% of the total voting power of all outstanding shares of the Borrower, and (y) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), other than one or more Permitted Investors, shall be the "beneficial owner" of shares of voting Capital Stock having more than 25% of the total voting power of all outstanding shares of the Borrower; (ii) the board of directors of the Borrower shall cease to consist of a majority of Continuing Directors; or (iii) a Specified Change of Control shall occur and the Borrower delivers or is required to deliver a change of control notice to any of the holders or lenders pursuant to any of the Unsecured Notes.

(iii) deleting the word ";or" at the end of clause (k) thereof and substituting a period ( . ) therefor;

(iv) deleting clause (l) thereof in its entirety.

(s) Section 10.7 of the Credit Agreement is amended by deleting each instance of the words "Holdings or" in their entirety.

(t) Section 11.2(a) of the Credit Agreement is amended by deleting the notice information for the Administrative Agent in its entirety and substituting the following notice information therefor:

The Administrative Agent: JPMorgan Chase Bank, N.A.  
10 South Dearborn, Floor 07  
Chicago, IL, 60603-2003  
Attention: Mouy Lim  
Telephone: (312) 732-2024  
Facsimile: (312) 385-7103  
Email: muoy.lim@jpmchase.com

with a copy to:

Eugene Mazzaro, Esq.  
Latham & Watkins LLP  
885 Third Avenue  
New York, NY 10022  
Telephone: (212) 906-1763  
Facsimile: (212) 751-4864  
Email: eugene.mazzaro@lw.com

(u) Section 11.6(a) of the Credit Agreement is amended by (i) deleting each instance of the words Holdings and in their entirety and (ii) deleting the words any of their respective in clause (i) thereof and substituting the word its therefor.

(v) Section 11.7(b) of the Credit Agreement is amended by deleting each instance of the words Holdings and and Holdings or in their entirety.

(w) The annexes of the Credit Agreement are amended by deleting Annex A in its entirety.

**SECTION 2. Amendments to Guarantee and Collateral Agreement.** On the terms and subject to the conditions set forth herein,

(a) the preamble of the Guarantee and Collateral Agreement is amended by inserting the words other than Holdings immediately after the words each of the signatories hereto .

(b) Section 2.2 of the Guarantee and Collateral Agreement is amended by (i) deleting clause (b) thereof in its entirety and substituting the words Reserved. therefor and (ii) deleting the words and from Holdings in clause (c)(i) thereof.

(c) Section 4.1 of the Guarantee and Collateral Agreement is amended by deleting the words or Holdings knowledge in their entirety.

## Edgar Filing: ADESA NEW JERSEY, LLC - Form 424B3

(d) Section 5.6 of the Guarantee and Collateral Agreement is amended by inserting the words (or such shorter period as may be agreed by the Administrative Agent in its sole discretion) immediately after the words 10 days prior written notice to the Administrative Agent in clause (a)(ii) thereof.

SECTION 3. **Conditions to Effectiveness**. The amendments contained in Section 1 and Section 2 shall be effective upon satisfaction of each of the following conditions precedent:

(a) The Administrative Agent shall have received original, electronic or facsimile counterparts of this Amendment duly executed and delivered by Lenders constituting the Required Lenders and shall have received counterparts of this Amendment executed by Holdings, the Borrower and counterparts of the Consent appended hereto as Exhibit A (the Consent ) executed by the Grantors, as defined in the Guarantee and Collateral Agreement (the Grantors );

(b) The Administrative Agent shall have received a counterpart to that certain Fee Letter ( Fee Letter ) dated as of even date herewith, by and between the Administrative Agent and the Borrower, executed and delivered by the Borrower, and all fees and expense reimbursements (including, without limitation, fees and expenses of counsel to the Agents and any invoiced fees and expenses payable under the Fee Letter) under the Fee Letter and the Loan Documents shall have been paid;

(c) The Administrative Agent shall have received from the Borrower, for account of each Lender which delivers its original, electronic or facsimile signature page to this Amendment no later than 5:00 p.m. (New York City time) on October 23, 2009 (the Cutoff Date ), payment of an amendment fee (which shall be fully earned, non-refundable, and payable on Second Amendment Effective Date (under and as defined in the Credit Agreement, after giving effect to this Amendment)) equal to 25 basis points (0.25%) of the aggregate outstanding amount of Term Loans and Revolving Commitments of such Lender as of the Cutoff Date (and, for the avoidance of doubt, prior to giving effect to any optional prepayment made pursuant to Section 4.1(a) of the Credit Agreement as contemplated by this Amendment);

(d) On or after the date hereof, the Borrower shall have made an optional prepayment of a portion of the Term Loans in an aggregate principal amount no less than \$250,000,000 pursuant to Section 4.1(a) of the Credit Agreement;

(e) On or after October 23, 2009, the Borrower shall have irrevocably terminated a portion of the Revolving Commitments in an aggregate principal amount equal to not less than \$50,000,000 pursuant to Section 3.6 of the Credit Agreement and made any required prepayments on account thereof in accordance with Section 4.2(f) of the Credit Agreement; and

(f) The Borrower shall have consummated the initial registered public offering of voting Capital Stock of the Borrower and shall have received gross proceeds therefrom of not less than \$300,000,000.

SECTION 4. Representations and Warranties. The Borrower represents and warrants that:

(a) Authority. The Borrower has the requisite power and authority to execute, deliver and perform its obligations under this Amendment and the Credit Agreement as amended hereby. Each Grantor has the requisite power and authority to execute, deliver and perform its obligations under the Consent and the Loan Documents, as amended hereby. The execution, delivery and performance by the Borrower of this Amendment and by the Grantors of the Consent, and the performance by each Loan Party of each Loan Document (as amended hereby) to which it is a party have been duly approved by all necessary organizational action of such Loan Party.

(b) Enforceability. This Amendment has been duly executed and delivered by the Borrower and the Consent has been duly executed and delivered by each Grantor. When the conditions to effectiveness in Section 3 of this Amendment have been satisfied, each of this Amendment, the Consent and each Loan Document (as amended hereby) is the legal, valid and binding obligation of each Loan Party party thereto, enforceable against such Loan Party in accordance with its 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 (whether enforcement is sought in proceedings in equity or at law).

(c) Representations and Warranties. The representations and warranties made by any Loan Party in or pursuant to the Loan Documents are true and correct in all material respects on and as of the date hereof as if made on and as of such date, except to the extent that such representations and warranties refer to an earlier date (in which case they are true and correct in all material respects as of such earlier date).

(d) No Default. No Default or Event of Default shall have occurred and be continuing on the date hereof or after giving effect to this Amendment.

SECTION 5. Reference to and Effect on the Loan Documents.

(a) If and when this Amendment becomes effective, 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 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 hereby.

(b) If and when this Amendment becomes effective, each reference in the Guarantee and Collateral Agreement to this Agreement, hereunder, hereof or words of like import referring to the Guarantee and Collateral Agreement, and each reference in the other Loan Documents to the Guarantee and Collateral Agreement, thereunder, thereof or words of like import referring to the Guarantee and Collateral Agreement, shall mean and be a reference to the Guarantee and Collateral Agreement as amended hereby.

(c) The Credit Agreement and the Guarantee and Collateral Agreement, each as amended hereby and the other Loan Documents are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed. Without limiting the generality of the foregoing, the Security Documents and all of the Collateral described therein do and shall continue to secure the payment of all Obligations under and as defined in the Credit Agreement, as amended hereby.

(d) The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any Lender or Agent under any of the Loan Documents or constitute, except as expressly set forth herein, a waiver or amendment of any provision of any of the Loan Documents.

(e) This Amendment is a Loan Document. The provisions of Sections 11.12 and 11.16 of the Credit Agreement shall apply with like effect to this Amendment.

SECTION 6. Releases. The Required Lenders hereby authorize and direct the Administrative Agent to execute the release attached substantially in the form set forth on Exhibit B hereto (the Release), releasing Holdings from its respective present and future obligations as a Guarantor under the Guarantee and Collateral Agreement and otherwise under the Credit Agreement and other Loan Documents and releasing the Administrative Agent's Liens and security interests granted pursuant to the Guarantee and Collateral Agreement over the assets of Holdings (the Released Collateral). The release of Liens and delivery of pledged collateral provided for in the Release will not discharge or in any manner affect or impair the enforceability of the Obligations or other Liens of the Administrative Agent in any Collateral other than the Released Collateral.

SECTION 7. Counterparts. This Amendment (including all consents and authorizations relating hereto) and the Consent may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment (or any consent or authorization relating hereto) or the Consent by electronic transmission or facsimile shall be effective and enforceable as delivery of a manually executed counterpart thereof. The Administrative Agent will not have any responsibility for determining whether (and makes no representation as to whether) any such counterpart has been duly authorized, executed or delivered or is enforceable against any party hereto.

SECTION 8. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 9. Resignation of Bear Stearns Corporate Lending Inc. Pursuant to Section 10.9 of the Credit Agreement, the Resigning Agent hereby delivers notice that Resigning Agent intends to resign as Administrative Agent under the Credit Agreement and the Loan Documents. The Borrower and the Required Lenders consent to Successor Agent acting as successor Administrative Agent and appoint Successor Agent as successor to Resigning Agent in its capacity as Administrative Agent, (b) Successor Agent shall succeed to the rights, powers and duties of the Administrative Agent as set forth in the Credit Agreement and the Loan Documents, (c) Resigning Agent shall assign to Successor Agent all its rights and obligations and other interests (collectively, the Interests ) as Administrative Agent under the Credit Agreement and the Loan Documents and Successor Agent hereby assumes the Interests, (d) all of the Loan Documents shall be amended to delete all instances of the words "Bear Stearns Corporate Lending Inc." in its entirety, and substitute the words "JPMorgan Chase Bank, N.A." therefor, (e) Resigning Agent shall be released from all duties and obligations other than as set forth herein, (f) in furtherance of the assignment herein of Resigning Agent's security interest in the property and assets of the Borrower (the Collateral ) under the Credit Agreement and the Loan Documents, Resigning Agent and the Borrower hereby agrees to execute and deliver, and the Borrower agrees to cause any applicable Loan Parties to execute and deliver, such other documents, certificates and instruments as Successor Agent shall reasonably request in order to perfect and protect Successor Agent's interest in such security interests and (g) for such time as any Collateral shall be in the physical possession or effective control of Resigning Agent, in accounts of Resigning Agent, subject to control agreements for the benefit of Resigning Agent as secured party, or subject to a financing statement in the name of Resigning Agent, as secured party, Resigning Agent hereby agrees to act as collateral agent and gratuitous bailee for and on behalf of Successor Agent, to hold all of the Collateral for and on behalf of Successor Agent and to take all instructions from Successor Agent regarding the Collateral. The Required Lenders hereby waive any notice period under Section 10.9 required before the resignation by Resigning Agent as Administrative Agent may become effective.

*[signature pages follow]*

**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 written above.

**KAR HOLDINGS, INC.**

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and  
Chief Financial Officer

**KAR HOLDINGS II, LLC**

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

**BEAR STEARNS CORPORATE LENDING INC.,**  
as Resigning Agent

By: JPMorgan Chase Bank, N.A., its  
authorized signatory

By: /s/Randall K. Stephens  
Name: Randall K. Stephens  
Title: Vice President

**JPMORGAN CHASE BANK, N.A.**  
as Successor Agent

By: /s/ Randall K. Stephens  
Name: Randall K. Stephens  
Title: Vice President

Required Lenders:

**JP MORGAN CHASE BANK, NA**

By: Authorized Signatory  
Name: Kyle Middleton  
Title: Vice President

**BEAR STEARNS CORPORATE LENDING, INC.**

By: JP Morgan Chase Bank, NA  
Authorized Signatory  
Name: Kyle Middleton  
Title: Vice President

**KATONAH VIII CLO LTD.**

By: /s/ Daniel Gilligan  
Name: Daniel Gilligan  
Title: Authorized Officer  
Katonah Debt Advisors, L.L.C.  
As Manager

**KATONAH X CLO LTD.**

By: /s/ Daniel Gilligan  
Name: Daniel Gilligan  
Title: Authorized Officer  
Katonah Debt Advisors, L.L.C.  
As Manager

**KATONAH 2007-I CLO LTD.**

By: /s/ Daniel Gilligan  
Name: Daniel Gilligan  
Title: Authorized Officer  
Katonah Debt Advisors, L.L.C.  
As Manager

**SANKATY ADVISORS, LLC as Collateral  
Manager for AVERY POINT CLO, LTD., as  
Term Lender**

By: /s/ Alan K. Halfenger  
Name: Alan K. Halfenger  
Title: Chief Compliance Officer  
Assistant Secretary

**SANKATY ADVISORS, LLC as Collateral  
Manager for Castle Hill II  
INGOTS, Ltd., as Term Lender**

By: /s/ Alan K. Halfenger  
Name: Alan K. Halfenger  
Title: Chief Compliance Officer  
Assistant Secretary

**SANKATY ADVISORS, LLC as Collateral  
Manager for Loan Funding XI LLC,  
As Term Lender**

By: /s/ Alan K. Halfenger  
Name: Alan K. Halfenger  
Title: Chief Compliance Officer  
Assistant Secretary

**CHATHAM LIGHT II CLO, Limited, by  
Sankaty Advisors LLC, as Collateral Manager**

By: /s/ Alan K. Halfenger  
Name: Alan K. Halfenger  
Title: Chief Compliance Officer  
Assistant Secretary

**FUTURE FUND BOARD OF GUARDIANS  
By: Sankaty Advisors, LLC as its Investment Advisor**

By: /s/ Alan K. Halfenger  
Name: Alan K. Halfenger  
Title: Chief Compliance Officer  
Assistant Secretary

**SANKATY ADVISORS, LLC as Collateral  
Manager for Race Point II CLO,  
Limited, as Term Lender**

By: /s/ Alan K. Halfenger  
Name: Alan K. Halfenger  
Title: Chief Compliance Officer  
Assistant Secretary

**SANKATY ADVISORS, LLC as Collateral  
Manager for Race Point III CLO,  
Limited, as Term Lender**

By: /s/ Alan K. Halfenger  
Name: Alan K. Halfenger  
Title: Chief Compliance Officer

Assistant Secretary

**RACE POINT IV CLO, Ltd.**

**By: Sankaty Advisors, LLC as Collateral Manager**

By: /s/ Alan K. Halfenger

Name: Alan K. Halfenger

Title: Chief Compliance Officer  
Assistant Secretary

**SANKATY MANAGED ACCOUNT (PSERS), L.P.**

By: /s/ Alan K. Halfenger

Name: Alan K. Halfenger

Title: Chief Compliance Officer  
Assistant Secretary

**SANKATY SENIOR LOAN FUND, L.P.**

By: /s/ Alan K. Halfenger

Name: Alan K. Halfenger

Title: Chief Compliance Officer  
Assistant Secretary

**FRASER SULLIVAN CLO I LTD.**

**By: Fraser Sullivan Investment Management,  
LLC, as Collateral Manager**

By: /s/ John W. Fraser

Name: John W. Fraser

Title: Managing Partner



**FRASER SULLIVAN CLO II LTD.**

**By: Fraser Sullivan Investment Management,  
LLC, as Collateral Manager**

By: /s/ John W. Fraser  
Name: John W. Fraser  
Title: Managing Partner

**COA CLO FINANCING LTD.**

**By: FS COA Management LLC, as Portfolio Manager**

By: /s/ John W. Fraser  
Name: John W. Fraser  
Title: Manager

**COA CAERUS CLO LTD.**

**By: FS COA Management LLC, as Portfolio Manager**

By: /s/ John W. Fraser  
Name: John W. Fraser  
Title: Manager

**AIB DEBT MANAGEMENT, LIMITED**

By: /s/ Roison O Connell  
Name: Roison O Connell  
Title: Vice President  
Investment Advisor to  
AIB Debt Management, Limited

By: /s/ Keith Hamilton  
Name: Keith Hamilton  
Title: Assistant Vice President

Investment Advisor to

AIB Debt Management, Limited

**BRIDGEPORT CLO LTD.**

**By: Deerfield Capital Management LLC as  
Its Collateral Manager**

By: /s/ Ken Selle  
Name: Ken Selle  
Title: Managing Director

**BRIDGEPORT II CLO LTD.**

**By: Deerfield Capital Management LLC as  
Its Collateral Manager**

By: /s/ Ken Selle  
Name: Ken Selle  
Title: Managing Director

**BURR RIDGE CLO PLUS LTD.**

**By: Deerfield Capital Management LLC as  
Its Collateral Manager**

By: /s/ Ken Selle  
Name: Ken Selle  
Title: Managing Director

**CUMBERLAND II CLO LTD.**

**By: Deerfield Capital Management LLC as its**

**Collateral Manager**

By: /s/ Ken Selle  
Name: Ken Selle  
Title: Managing Director

**FOREST CREEK CLO, LTD.**

**By: Deerfield Capital Management LLC as its**

**Collateral Manager**

By: /s/ Ken Selle  
Name: Ken Selle  
Title: Managing Director

**LONG GROVE CLO, LIMITED**

**By: Deerfield Capital Management LLC as its**

**Collateral Manager**

By: /s/ Ken Selle  
Name: Ken Selle  
Title: Managing Director

**MARKET SQUARE CLO, LTD.**

**By: Deerfield Capital Management LLC as its**

**Collateral Manager**

By: /s/ Ken Selle  
Name: Ken Selle  
Title: Managing Director

**MARQUETTE PARK CLO LTD.**

**By: Deerfield Capital Management LLC as its**

**Collateral Manager**

By: /s/ Ken Selle  
Name: Ken Selle  
Title: Managing Director

**SCHILLER PARK CLO LTD.**

**By: Deerfield Capital Management LLC as its**

**Collateral Manager**

By: /s/ Ken Selle  
Name: Ken Selle  
Title: Managing Director

**NATIXIS**

By: /s/ Harold Birk  
Name: Harold Birk  
Title: Managing Director

By: /s/ J. Stéphane Lautner  
Name: J. Stéphane Lautner  
Title: Associate

**UNITED OVERSEAS BANK LIMITED, NEW YORK AGENCY**

By: /s/ K. Jin Koh  
Name: K. Jin Koh  
Title: GM

By: /s/ Mario Sheng  
Name: Mario Sheng  
Title: AVP

**MIDLAND NATIONAL LIFE INSURANCE  
COMPANY ANNUITY**

**By: Guggenheim Partners Asset Management, Inc.**

By: /s/ Stephen D. Sautel  
Name: Stephen D. Sautel  
Title: Senior Managing Director

**NORTH AMERICAN COMPANY FOR LIFE  
AND HEALTH INSURANCE**

**By: Guggenheim Partners Asset Management, Inc.**

By: /s/ Stephen D. Sautel  
Name: Stephen D. Sautel  
Title: Senior Managing Director

**1888 FUND, LTD.**

**By: Guggenheim Investment Management, LLC  
as Collateral Manager**

By: /s/ Kaitlin Trinh  
Name: Kaitlin Trinh  
Title: Director

**SANDS POINT FUNDING LTD.**

**By: Guggenheim Investment Management, LLC  
as Collateral Manager**

By: /s/ Kaitlin Trinh  
Name: Kaitlin Trinh  
Title: Director

**KENNECOTT FUNDING LTD.**

**By: Guggenheim Investment Management, LLC  
as Collateral Manager**

By: /s/ Kaitlin Trinh  
Name: Kaitlin Trinh  
Title: Director

**GREEN LANE CLO LTD.**

**By: Guggenheim Investment Management, LLC  
as Collateral Manager**

By: /s/ Kaitlin Trinh  
Name: Kaitlin Trinh  
Title: Director

**COPPER RIVER CLO LTD.**

**By: Guggenheim Investment Management, LLC  
as Collateral Manager**

By: /s/ Kaitlin Trinh  
Name: Kaitlin Trinh  
Title: Director

**CANARAS SUMMIT CLO LTD.**

**By: Canaras Capital Management LLC  
as Sub-Investment Adviser**

By: /s/ Andrew J. Heller  
Name: Andrew J. Heller  
Title: Authorized Signatory

**SOLERA ANEJO LIMITED**  
**By: Canaras Capital Management LLC**  
**as Sub-Investment Adviser**

By: /s/ Andrew J. Heller  
Name: Andrew J. Heller  
Title: Authorized Signatory

**CIFC FUNDING 2007-I LTD.**

By: /s/ Stephen J. Vaccaro  
Name: Stephen J. Vaccaro  
Title: Co-Chief Investment Officer

**CIFC FUNDING 2006-IB LTD.**

By: /s/ Stephen J. Vaccaro  
Name: Stephen J. Vaccaro  
Title: Co-Chief Investment Officer

**CIFC FUNDING 2006-I LTD.**

By: /s/ Stephen J. Vaccaro  
Name: Stephen J. Vaccaro  
Title: Co-Chief Investment Officer

**CIFC FUNDING 2007-III LTD.**

By: /s/ Stephen J. Vaccaro  
Name: Stephen J. Vaccaro  
Title: Co-Chief Investment Officer

**BLT 18 LLC**

By: /s/ Ronald Gotz  
Name: Ronald Gotz  
Title: Authorized Signatory

**FOUR CORNERS CLO 2005-I, LTD.**

**By: Four Corners Capital Management, LLC  
as Collateral Manager**

By: /s/ Kapil Singh  
Name: Kapil Singh, CFA  
Title: Senior Vice President

**FOUR CORNERS CLO II, LTD.**

By: /s/ Patrick M. Cook  
Name: Patrick M. Cook  
Title: Assistant Vice President

**FOUR CORNERS CLO III, LTD.**

**By: Macquarie Funds Group  
FKA Four Corners Capital Management, LLC**

**as Collateral Manager**

By: /s/ Kapil Singh  
Name: Kapil Singh, CFA  
Title: Senior Vice President



**SFR, LTD.**

**By: Four Corners Capital Management, LLC  
as Collateral Manager**

By: /s/ Kapil Singh  
Name: Kapil Singh, CFA  
Title: Senior Vice President

**FIRST TRUST/FOUR CONERS SENIOR  
FLOATING RATE INCOME FUND**

**By: Four Corners Capital Management, LLC  
as Sub-Advisor**

By: /s/ Kapil Singh  
Name: Kapil Singh, CFA  
Title: Senior Vice President

**FIRST TRUST/FOUR CORNERS SENIOR  
FLOATING RATE INCOME FUND II**

**By: Four Corners Capital Management, LLC  
as Sub-Advisor**

By: /s/ Kapil Singh  
Name: Kapil Singh, CFA  
Title: Senior Vice President

**ORIX FINANCE CORP.**

By: /s/ Christopher L. Smith  
Name: Christopher L. Smith  
Title: Authorized Representative

**THE SUMITOMO TRUST & BANKING CO.,  
LTD, New York Branch**

By: /s/ Frances E. Wynne  
Name: Frances E. Wynne  
Title: Senior Director

**AMERICAN INTERNATIONAL GROUP, INC.**

By: AIG Global Investment Corp.,  
Its Investment Adviser

By: /s/ W. Jeffrey Baxter  
Name: W. Jeffrey Baxter  
Title: Managing Director

**GALAXY III CLO, LTD.**

By: AIG Global Investment Corp.,  
Its Collateral Manager

By: /s/ W. Jeffrey Baxter  
Name: W. Jeffrey Baxter  
Title: Managing Director

**GALAXY IV CLO, LTD.**

By: AIG Global Investment Corp.,  
Its Collateral Manager

By: /s/ W. Jeffrey Baxter  
Name: W. Jeffrey Baxter  
Title: Managing Director

**GALAXY V CLO, LTD.**

By: AIG Global Investment Corp.,  
Its Collateral Manager

By: /s/ W. Jeffrey Baxter  
Name: W. Jeffrey Baxter  
Title: Managing Director

**GALAXY VI CLO, LTD.**

By: AIG Global Investment Corp.,  
Its Collateral Manager

By: /s/ W. Jeffrey Baxter  
Name: W. Jeffrey Baxter  
Title: Managing Director

**GALAXY X CLO, LTD.**

By: AIG Global Investment Corp.  
as Collateral Manager

By: /s/ W. Jeffrey Baxter  
Name: W. Jeffrey Baxter  
Title: Managing Director

**SATURN CLO, LTD.**

By: AIG Global Investment Corp.  
as Collateral Manager

By: /s/ W. Jeffrey Baxter  
Name: W. Jeffrey Baxter  
Title: Managing Director

**BATTALION CLO 2007-I, LTD.**

By: /s/ Joanna Bensimon  
Name: Joanna Bensimon  
Title: Associate

**SEI HIGH YIELD FIXED INCOME FUND**

By: /s/ Joanna Bensimon  
Name: Joanna Bensimon  
Title: Associate

**SEI INSTITUTIONAL INVESTMENT TRUST-  
HIGH YIELD BOND FUND**

By: /s/ Joanna Bensimon  
Name: Joanna Bensimon  
Title: Associate

**SEI INSTITUTIONAL MANAGED TRUST-  
HIGH YIELD BOND FUND**

By: /s/ Joanna Bensimon  
Name: Joanna Bensimon  
Title: Associate

**TRS BABSON I LLC**

By: Deutsche Bank AG Cayman Islands Branch  
its sole member  
By: DB Services New Jersey, Inc.

By: /s/ Alice L. Wagner  
Name: Alice L. Wagner  
Title: Vice President

By: /s/ Jonathan Shin  
Name: Jonathan Shin  
Title: Assistant Vice President

**ARTUS LOAN FUND 2007-I, LTD.**  
**BABSON CLO LTD. 2004-I**  
**BABSON CLO LTD. 2004-II**  
**BABSON CLO LTD. 2005-I**  
**BABSON CLO LTD. 2005-II**  
**BABSON CLO LTD. 2005-III**  
**BABSON CLO LTD. 2006-I**  
**BABSON CLO LTD. 2006-II**  
**BABSON CLO LTD. 2008-I**  
**BABSON CLO LTD. 2008-II**  
**BABSON CREDIT STRATEGIES CLO, LTD.**  
**BABSON LOAN OPPORTUNITY CLO, LTD.**  
**OSPREY CDO 2006-I LTD.**  
**SAPPHIRE VALLEY CDO I, LTD.**  
By: Babson Capital Management LLC as Collateral  
Manager

By: /s/ Arthur McMahon  
Name: Arthur McMahon  
Title: Director

**BILL & MELINDA GATES FOUNDATION  
TRUST**

By: Babson Capital Management LLC as  
Investment Adviser

By: /s/ Arthur McMahan  
Name: Arthur McMahan  
Title: Director

**C.M. LIFE INSURANCE COMPANY**

By: Babson Capital Management LLC as  
Investment Adviser

By: /s/ Arthur McMahan  
Name: Arthur McMahan  
Title: Director

**HAKONE FUND II LLC**

By: Babson Capital Management LLC as  
Investment Manager

By: /s/ Arthur McMahan  
Name: Arthur McMahan  
Title: Director

**MAPLEWOOD (CAYMAN) LIMITED**

By: Babson Capital Management LLC as  
Investment Manager

By: /s/ Arthur McMahan  
Name: Arthur McMahan  
Title: Director

**MASSACHUSETTS MUTUAL LIFE  
INSURANCE COMPANY**

By: Babson Capital Management LLC as  
Investment Adviser

By: /s/ Arthur McMahan  
Name: Arthur McMahan  
Title: Director

**VINACASA CLO, LTD.**

By: Babson Capital Management LLC as Collateral  
Servicer

By: /s/ Arthur McMahan  
Name: Arthur McMahan  
Title: Director

**XELO VII LIMITED**

By, Babson Capital Management LLC as Sub-  
Adviser

By: /s/ Arthur McMahan  
Name: Arthur McMahan  
Title: Director

**JFIN CLO 2007 LTD.**

By: Jeffries Finance LLC as Collateral Manager

By: /s/ Andrew Lennon  
Name: Andrew Lennon  
Title: Director

**JEFFRIES FINANCE CP FUNDING LLC**

By: /s/ Andrew Lennon  
Name: Andrew Lennon  
Title: Director

**SWISS CAPITAL PRO LOAN LIMITED**

For and on Behalf of BNY Mellon Trust Company  
(Ireland) Limited under power of attorney

By: /s/ Robert Blake  
Name: Robert Blake  
Title: AVP

**Greyrock CDO, Limited**

By: Aladdin Capital Management LLC

By: /s/ Pallo Blum-Tucker  
Name: Pallo Blum-Tucker  
Title: Authorized Signatory

**Landmark VIII CLO, Limited**

By: Aladdin Capital Management LLC

By: /s/ Pallo Blum-Tucker  
Name: Pallo Blum-Tucker  
Title: Authorized Signatory

**Landmark IX CDO, Limited**

By: Aladdin Capital Management LLC

By: /s/ Pallo Blum-Tucker  
Name: Pallo Blum-Tucker  
Title: Authorized Signatory



**Clapboard LLC**

By: The Royal Bank of Scotland plc as attorney-in-fact  
By: RBS Securities Inc., its agent

By: /s/ Jeffrey Black  
Name: Jeffrey Black  
Title: Vice President

**Asclepius LLC**

By: The Royal Bank of Scotland plc as attorney-in-fact  
By: RBS Securities Inc., its agent

By: /s/ Jeffrey Black  
Name: Jeffrey Black  
Title: Vice President

**Flagship CLO III**

By: Deutsche Investment Management Americas,  
Inc. (as successor in interest to Deutsche Asset  
Management, Inc.), As Collateral Manager

By: /s/ Eric S. Meyer  
Name: Eric S. Meyer  
Title: Managing Director

By: /s/ Mark Rigazio  
Name: Mark Rigazio  
Title: Vice President

**Flagship CLO IV**

By: Deutsche Investment Management Americas, Inc. (as successor in interest to Deutsche Asset Management, Inc.), as Sub-Advisor

By: /s/ Eric S. Meyer  
Name: Eric S. Meyer  
Title: Managing Director

By: /s/ Mark Rigazio  
Name: Mark Rigazio  
Title: Vice President

**Flagship CLO V**

By: Deutsche Investment Management Americas, Inc. (as successor in interest to Deutsche Asset Management, Inc.), As Collateral Manager

By: /s/ Eric S. Meyer  
Name: Eric S. Meyer  
Title: Managing Director

By: /s/ Mark Rigazio  
Name: Mark Rigazio  
Title: Vice President

**Flagship CLO VI**

By: Deutsche Investment Management Americas, Inc., As Collateral Manager

By: /s/ Eric S. Meyer  
Name: Eric S. Meyer  
Title: Managing Director

By: /s/ Mark Rigazio  
Name: Mark Rigazio  
Title: Vice President

**Aurum CLO 2002-1 Ltd.**

By: Deutsche Investment Management Americas,  
Inc. (as successor in interest to Deutsche Asset  
Management, Inc.), As Sub-Adviser

By: /s/ Eric S. Meyer  
Name: Eric S. Meyer  
Title: Managing Director

By: /s/ Mark Rigazio  
Name: Mark Rigazio  
Title: Vice President

**OAK HILL CREDIT PARTNERS II, LIMITED**

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

By: /s/ Scott D. Krase  
Name: Scott D. Krase  
Title: Authorized Person

**OAK HILL CREDIT PARTNERS III, LIMITED**

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

By: /s/ Scott D. Krase  
Name: Scott D. Krase  
Title: Authorized Person

**OAK HILL CREDIT PARTNERS IV, LIMITED**

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

By: /s/ Scott D. Krase  
Name: Scott D. Krase  
Title: Authorized Person

**OAK HILL CREDIT PARTNERS V, LIMITED**

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

By: /s/ Scott D. Krase  
Name: Scott D. Krase  
Title: Authorized Person

**FUTURE FUND BOARD OF GUARDIANS**

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

By: /s/ Scott D. Krase  
Name: Scott D. Krase  
Title: Authorized Person

**GMAM GROUP PENSION TRUST I,  
As a Lender**

By: STATE STREET BANK AND TRUST  
COMPANY, solely as Trustee

By: /s/ Timothy Norton  
Name: Timothy Norton  
Title: Officer

**OHA FINLANDIA CREDIT FUND,  
As a Lender**

By: /s/ Scott D. Krase  
Name: Scott D. Krase  
Title: Authorized Person

**OHA PARK AVENUE CLO I, LTD.**

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

By: /s/ Scott D. Krase  
Name: Scott D. Krase  
Title: Authorized Person

**PACIFICA CDO IV LTD**  
**PACIFICA CDO V LTD**  
**VERITAS CLO I, LTD**  
**WESTWOOD CDO I LTD**

By: /s/ William Lemberg  
Name: William Lemberg  
Title: Senior Vice President

**[SILVERADO CLO 2006] CLO - 201702000**  
18866500 - Gates Loans  
13923601 - Bureau  
16959701 - JH2  
15605400 - Vulcan bond account

By: /s/ Mai Shiver  
Name: Mai Shiver  
Title: Chief Compliance Officer

**GRAND CENTRAL ASSET TRUST,  
CAMERON I SERIES**

By: /s/ Adam Kaiser  
Name: Adam Kaiser  
Title: Attorney-in-Fact

**BLUE SHIELD OF CALIFORNIA**

By: /s/ David Ardini  
Name: David Ardini  
Title: Vice President

**FRANKLIN CLO IV, LIMITED**

By: /s/ David Ardini  
Name: David Ardini  
Title: Vice President

**FRANKLIN CLO V, LIMITED**

By: /s/ David Ardini  
Name: David Ardini  
Title: Vice President

**FRANKLIN CLO VI, LIMITED**

By: /s/ David Ardini  
Name: David Ardini  
Title: Vice President

**GOLDENTREE LOAN OPPORTUNITIES III,  
LIMITED**

By: GoldenTree Asset Management, LP

By: /s/ Karen Weber  
Name: Karen Weber  
Title: Director Bank Debt

**GOLDENTREE LOAN OPPORTUNITIES IV,  
LIMITED**

By: GoldenTree Asset Management, LP

By: /s/ Karen Weber  
Name: Karen Weber  
Title: Director Bank Debt

**GOLDENTREE LOAN OPPORTUNITIES V,  
LIMITED**

By: GoldenTree Asset Management, LP

By: /s/ Karen Weber  
Name: Karen Weber  
Title: Director Bank Debt

**LMP CORPORATE LOAN FUND, INC.**

By: Citi Alternative Investments LLC

By: /s/ Roger Yee  
Name: Roger Yee  
Title: VP

**EAGLE MASTER FUND LTD.**

By: Citi Alternative Investments LLC,

as Investment Manager for and on behalf of  
Eagle Master Fund Ltd.

By: /s/ Roger Yee

Name: Roger Yee

Title: VP

**REGATTA FUNDING LTD.**

By: Citi Alternative Investments LLC,  
Attorney-in-Fact

By: /s/ Roger Yee

Name: Roger Yee

Title: VP

**KKR FINANCIAL CLO 2005-1 LTD**

By: /s/ Mark Casanova

Name: Mark Casanova

Title: Authorized Signatory

**KKR FINANCIAL CLO 2005-2 LTD**

By: /s/ Mark Casanova

Name: Mark Casanova

Title: Authorized Signatory



**KKR FINANCIAL CLO 2007-1 LTD**

By: /s/ Mark Casanova  
Name: Mark Casanova  
Title: Authorized Signatory

**KKR FINANCIAL CLO 2007-A LTD**

By: /s/ Mark Casanova  
Name: Mark Casanova  
Title: Authorized Signatory

**OREGON PUBLIC EMPLOYEES RETIREMENT  
FUND**

By: /s/ Mark Casanova  
Name: Mark Casanova  
Title: Authorized Signatory

**KKR FI PARTNERS I L.P.**

By: /s/ Mark Casanova  
Name: Mark Casanova  
Title: Authorized Signatory

**PIONEER FLOATING RATE FUND**

**PIONEER FLOATING RATE TRUST**

By: Pioneer Investment Management, Inc.,  
Advisor to each of the Lenders above

By: /s/ Margaret C. Bagley  
Name: Margaret C. Bagley  
Title: Assistant Secretary and  
Associate General Counsel

**MONTPELIER INVESTMENTS HOLDINGS LTD.**

By: Pioneer Institutional Asset Management,  
Inc., Advisor to the Lender above

By: /s/ Margaret C. Bagley  
Name: Margaret C. Bagley  
Title: Assistant Secretary and  
Associate General Counsel

**BAKER STREET FUNDING CLO 2005-I LTD.**

By: Seix Investment Advisors LLC, as Collateral  
Manager

**GRAND HORN CLO LTD.**

By: Seix Investment Advisors LLC, as Collateral  
Manager

**MOUNTAIN VIEW FUNDING CLO 2006-I LTD.**

By: Seix Investment Advisors LLC, as Collateral  
Manager

**MOUNTAIN VIEW CLO II LTD.**

By: Seix Investment Advisors LLC, as Collateral  
Manager

**MOUNTAIN VIEW CLO III LTD.**

By: Seix Investment Advisors LLC, as Collateral  
Manager

By: /s/ George Goudelias  
Name: George Goudelias  
Title: Managing Director

**VICTORIA FALLS CLO, LTD.**

By: /s/ Bradley K. Bryan  
Name: Bradley K. Bryan  
Title: Senior Vice President

**SUMMIT LAKE CLO, LTD.**

By: /s/ Bradley K. Bryan  
Name: Bradley K. Bryan  
Title: Senior Vice President

**CLEAR LAKE CLO, LTD.**

By: /s/ Bradley K. Bryan  
Name: Bradley K. Bryan  
Title: Senior Vice President

**DIAMOND LAKE CLO, LTD.**

By: /s/ Bradley K. Bryan  
Name: Bradley K. Bryan  
Title: Senior Vice President

**ST. JAMES RIVER CLO, LTD.**

By: /s/ Bradley K. Bryan  
Name: Bradley K. Bryan  
Title: Senior Vice President

**BY: CALLIDUS DEBT PARTNERS CLO**

**FUND II, LTD.**

By: Its Collateral Manager,  
Callidus Capital Management, LLC

By: /s/ Ira Ginsburg  
Name: Ira Ginsburg  
Title: Principal

**BY: CALLIDUS DEBT PARTNERS CLO FUND III  
LTD.**

By: Its Collateral Manager,  
Callidus Capital Management, LLC

By: /s/ Ira Ginsburg  
Name: Ira Ginsburg  
Title: Principal

**BY: CALLIDUS DEBT PARTNERS CLO FUND IV  
LTD.**

By: Its Collateral Manager,  
Callidus Capital Management, LLC

By: /s/ Ira Ginsburg  
Name: Ira Ginsburg  
Title: Principal

**BY: CALLIDUS DEBT PARTNERS CLO FUND V,  
LTD.**

By: Its Collateral Manager,  
Callidus Capital Management, LLC

By: /s/ Ira Ginsburg  
Name: Ira Ginsburg  
Title: Principal

**BY: CALLIDUS DEBT PARTNERS CLO FUND VI, LTD.**

By: Its Collateral Manager,  
Callidus Capital Management, LLC

By: /s/ Ira Ginsburg  
Name: Ira Ginsburg  
Title: Principal

**BY: CALLIDUS DEBT PARTNERS CLO FUND VII, LTD.**

By: Its Collateral Manager,  
Callidus Capital Management, LLC

By: /s/ Ira Ginsburg  
Name: Ira Ginsburg  
Title: Principal

**BY: MAPS CLO FUND I, LLC**

By: Its Collateral Manager,  
Callidus Capital Management, LLC

By: /s/ Ira Ginsburg  
Name: Ira Ginsburg  
Title: Principal

**BY: MAPS CLO FUND II, LTD.**

By: Its Collateral Manager,  
Callidus Capital Management, LLC

By: /s/ Ira Ginsburg  
Name: Ira Ginsburg  
Title: Principal

**VAN KAMPEN SENIOR LOAN FUND**

By: Van Kampen Asset Management

By: /s/ Philip Yarrow

Name: Philip Yarrow

Title: Executive Director

**VAN KAMPEN SENIOR INCOME TRUST**

By: Van Kampen Asset Management

By: /s/ Philip Yarrow

Name: Philip Yarrow

Title: Executive Director

**MSIM PECONIC BAY, LTD.**

By: Morgan Stanley Investment Management Inc.

as Collateral Manager

By: /s/ William A. Housey Jr.

Name: William A. Housey Jr.

Title: Executive Director

**GENESIS CLO 2007-2, LTD., as a Lender**

By: LLCP Advisors LLC, as Collateral Manager

By: /s/ Steven Hartman

Name: Steven Hartman

Title: General Counsel

**BALLYROCK CLO 2006-2 LIMITED**

By: Ballyrock Investment Advisors LLC, as  
Collateral Manager

By: /s/ Lisa Rymut  
Name: Lisa Rymut  
Title: Assistant Treasurer

**BALLYROCK CLO 2006-1 LIMITED**

By: Ballyrock Investment Advisors LLC, as  
Collateral Manager

By: /s/ Lisa Rymut  
Name: Lisa Rymut  
Title: Assistant Treasurer

**BALLYROCK CLO II LIMITED**

By: Ballyrock Investment Advisors LLC, as  
Collateral Manager

By: /s/ Lisa Rymut  
Name: Lisa Rymut  
Title: Assistant Treasurer

**BALLYROCK CLO III LIMITED**

By: Ballyrock Investment Advisors LLC, as  
Collateral Manager

By: /s/ Lisa Rymut  
Name: Lisa Rymut  
Title: Assistant Treasurer

**FIDELITY CENTRAL INVESTMENT  
PORTFOLIOS LLC: FIDELITY FLOATING  
RATE CENTRAL INVESTMENT  
PORTFOLIO**

By: /s/ Paul Murphy  
Name: Paul Murphy  
Title: Assistant Treasurer

**PYRAMIS FLOATING RATE HIGH INCOME  
COMMINGLED POOL**

By: Pyramis Global Advisors Trust Company, as  
Trustee

By: /s/ Lynn M. Farrand  
Name: Lynn M. Farrand  
Title: Director

**PPM SHADOW CREEK FUNDING LLC**

By: /s/ Stacy Lai  
Name: Stacy Lai  
Title: Assistant Vice President

**BELL ATLANTIC MASTER TRUST**

By: TCW Asset Management Company,  
As Investment Manager

By: /s/ Stephen Suo  
Name: Stephen Suo  
Title: Senior Vice President

By: /s/ Edison Hwang  
Name: Edison Hwang  
Title: Vice President



**FARAKER INVESTMENT PTE LTD.**

By: TCW Asset Management Company, as Manager

By: /s/ Stephen Suo

Name: Stephen Suo

Title: Senior Vice President

By: /s/ Edison Hwang

Name: Edison Hwang

Title: Vice President

**FIRST 2004-I CLO, LTD.**

By: TCW Asset Management Company,

its Collateral Manager

By: /s/ Stephen Suo

Name: Stephen Suo

Title: Senior Vice President

By: /s/ Edison Hwang

Name: Edison Hwang

Title: Vice President

**FIRST 2004-II CLO, LTD.**

By: TCW Asset Management Company,

its Collateral Manager

By: /s/ Stephen Suo

Name: Stephen Suo

Title: Senior Vice President

By: /s/ Edison Hwang

Name: Edison Hwang

Title: Vice President

**ILLINOIS STATE BOARD OF INVESTMENT**

By: TCW Asset Management Company,

as its Investment Advisor

By: /s/ Stephen Suo

Name: Stephen Suo

Title: Senior Vice President

By: /s/ Edison Hwang

Name: Edison Hwang

Title: Vice President

**MAC CAPITAL, LTD.**

By: TCW Asset Management Company as its  
Portfolio Manager

By: /s/ Stephen Suo

Name: Stephen Suo

Title: Senior Vice President

By: /s/ Edison Hwang

Name: Edison Hwang

Title: Vice President

**MOMENTUM CAPITAL FUND, LTD.**

By: TCW Asset Management Company as its  
Portfolio Manager

By: /s/ Stephen Suo

Name: Stephen Suo

Title: Senior Vice President

By: /s/ Edison Hwang

Name: Edison Hwang

Title: Vice President

**PARK AVENUE LOAN TRUST**

By: TCW Asset Management Company,

as Agent

By: /s/ Stephen Suo

Name: Stephen Suo

Title: Senior Vice President

By: /s/ Edison Hwang

Name: Edison Hwang

Title: Vice President

**RGA REINSURANCE COMPANY**

By: TCW Asset Management Company as its  
Investment Advisor

By: /s/ Stephen Suo

Name: Stephen Suo

Title: Senior Vice President

By: /s/ Edison Hwang

Name: Edison Hwang

Title: Vice President

**TCW CREDIT OPPORTUNITIES FUND I B,  
L.P.**

TCW Asset Management Company as Manager

By: /s/ Stephen Suo

Name: Stephen Suo

Title: Senior Vice President

By: /s/ Edison Hwang

Name: Edison Hwang

Title: Vice President

**TCW CREDIT OPPORTUNITIES FUND, L.P.**

By: TCW Asset Management Company as  
Manager

By: /s/ Stephen Suo  
Name: Stephen Suo  
Title: Senior Vice President

By: /s/ Edison Hwang  
Name: Edison Hwang  
Title: Vice President

**TCW SENIOR SECURED FLOATING RATE  
LOAN FUND, L.P.**

By: TCW Asset Management Company as its  
Investment

By: /s/ Stephen Suo  
Name: Stephen Suo  
Title: Senior Vice President

By: /s/ Edison Hwang  
Name: Edison Hwang  
Title: Vice President

**VELOCITY CLO LTD.**

By: TCW Asset Management Company,

as Collateral Manager

By: /s/ Stephen Suo  
Name: Stephen Suo  
Title: Senior Vice President

By: /s/ Edison Hwang  
Name: Edison Hwang  
Title: Vice President

**VITESSE CLO LTD.**

By: TCW Asset Management Company as its  
Portfolio Manager

By: /s/ Stephen Suo  
Name: Stephen Suo  
Title: Senior Vice President

By: /s/ Edison Hwang  
Name: Edison Hwang  
Title: Vice President

**WEST BEND MUTUAL INSURANCE  
COMPANY**

By: TCW Asset Management Company, as its  
Investment Advisor

By: /s/ Stephen Suo  
Name: Stephen Suo  
Title: Senior Vice President

By: /s/ Edison Hwang  
Name: Edison Hwang  
Title: Vice President

**TCW ABSOLUTE RETURN CREDIT FUND,  
L.P.**

By: TCW Asset Management Company, its  
Investment Manager

By: /s/ Melissa V. Weiler  
Name: Melissa v. Weiler  
Title: Managing Director

By: /s/ Steven M. Koehler  
Name: Steven M. Koehler  
Title: Senior Vice President

**MARATHON FINANCING I B.V.**  
By: Marathon Asset Management L.P.  
Its Portfolio Manager and Authorized Signatory

By: /s/ Louis T. Hanover  
Name: Louis T. Hanover  
Title: Authorized Signatory

**MARATHON CLO II LTD.**  
By: Marathon Asset Management L.P.  
Its Collateral Manager

By: /s/ Louis T. Hanover  
Name: Louis T. Hanover  
Title: Authorized Signatory

**COLUMBUSNOVA CLO LTD. 2006-I**

By: /s/ Patrick Engel  
Name: Patrick Engel  
Title: Director

**COLUMBUSNOVA CLO LTD. 2006-II**

By: /s/ Patrick Engel  
Name: Patrick Engel  
Title: Director

**COLUMBUSNOVA CLO LTD. 2007-I**

By: /s/ Patrick Engel  
Name: Patrick Engel  
Title: Director

**COLUMBUSNOVA CLO LTD. 2007-II**

By: /s/ Patrick Engel  
Name: Patrick Engel  
Title: Director

**ATRIUM V**

By: Credit Suisse Alternative Capital, Inc. as Collateral  
Manager

By: /s/ Thomas Flannery  
Name: Thomas Flannery  
Title: Authorized Signatory

**ATRIUM VI**

By: Credit Suisse Alternative Capital, Inc. as

Collateral Manager

By: /s/ Thomas Flannery  
Name: Thomas Flannery  
Title: Authorized Signatory

**CSAM FUNDING I**

By: /s/ Thomas Flannery  
Name: Thomas Flannery  
Title: Authorized Signatory

**MADISON PARK FUNDING I, Ltd.**

By: /s/ Thomas Flannery  
Name: Thomas Flannery  
Title: Authorized Signatory

**MADISON PARK FUNDING II, Ltd.**

By: Credit Suisse Alternative Capital, Inc. as

Collateral Manager

By: /s/ Thomas Flannery

Name: Thomas Flannery

Title: Authorized Signatory

**MADISON PARK FUNDING V, Ltd.**

By: Credit Suisse Alternative Capital, Inc. as

Collateral Manager

By: /s/ Thomas Flannery

Name: Thomas Flannery

Title: Authorized Signatory

**MADISON PARK FUNDING VI, Ltd.**

By: Credit Suisse Alternative Capital, Inc. as

Collateral Manager

By: /s/ Thomas Flannery

Name: Thomas Flannery

Title: Authorized Signatory

**WHITEHORSE I, LTD.**

By: WhiteHorse Capital Partners, L.P.

As Collateral Manager

By: WhiteRock Asset Advisor, LLC, its G.P.

By: /s/ Ethan Underwood

Name: Ethan Underwood

Title: Portfolio Manager



**WHITEHORSE II, LTD.**

By: WhiteHorse Capital Partners, L.P.

As Collateral Manager

By: WhiteRock Asset Advisor, LLC, its G.P.

By: /s/ Ethan Underwood

Name: Ethan Underwood

Title: Portfolio Manager

**WHITEHORSE III, LTD.**

By: WhiteHorse Capital Partners, L.P.

As Collateral Manager

By: WhiteRock Asset Advisor, LLC, its G.P.

By: /s/ Ethan Underwood

Name: Ethan Underwood

Title: Portfolio Manager

**WHITEHORSE V, LTD.**

By: WhiteHorse Capital Partners, L.P.

As Collateral Manager

By: WhiteRock Asset Advisor, LLC, its G.P.

By: /s/ Ethan Underwood

Name: Ethan Underwood

Title: Portfolio Manager

**FEINGOLD O KEEFFE CAPITAL, LLC**

As Collateral Manager for

Lime Street CLO, Ltd.

By: /s/ Scott D Orsi

Name: Scott D Orsi

Title: Portfolio Manager

**FEINGOLD O KEEFFE CAPITAL, LLC**

As Collateral Manager for  
Emerson Place CLO, Ltd.

By: /s/ Scott D Orsi  
Name: Scott D Orsi  
Title: Portfolio Manager

**CANYON CAPITAL CLO 2004-1, LTD.**

By: /s/ Michael M. Leyland  
Name: Michael M. Leyland  
Title: Authorized Signatory

By: Canyon Capital Advisors LLC,  
a Delaware limited liability company,  
its Collateral Manager

**GENESIS CLO 2007-1 LTD.**

By: Ore Hill Partners LLC  
Its: Investment Advisor

By: /s/ Claude A. Baum, Esq.  
Name: Claude A. Baum, Esq.  
Title: General Counsel  
Ore Hill Partners LLC

**GMAM GROUP PENSION TRUST I**

By: State Street Bank & Trust Company as Trustee  
For GMAM Group Pension Trust I

By: /s/ Aaron J. Poulin  
Name: Aaron J. Poulin  
Title: Vice President  
State Street Bank & Trust Co.

**CREDOS FLOATING RATE FUND, L.P.**

By: Shenkman Capital Management, Inc., its  
General Partner

By: /s/ Richard H. Weinstein  
Name: Richard H. Weinstein  
Title: Executive Vice President

**PRIMUS HIGH YIELD BOND FUND, L.P.**

By: Shenkman Capital Management, Inc., its  
General Partner

By: /s/ Richard H. Weinstein  
Name: Richard H. Weinstein  
Title: Executive Vice President

**TAVITIAN FOUNDATION, INC.**

By: Shenkman Capital Management, Inc., as  
Investment Manager

By: /s/ Richard H. Weinstein  
Name: Richard H. Weinstein  
Title: Executive Vice President

**TEACHERS RETIREMENT SYSTEM OF  
LOUISIANA**

(Shenkman - BANK LOAN ACCOUNT)

By: Shenkman Capital Management, Inc., as  
Investment Manager

By: /s/ Richard H. Weinstein  
Name: Richard H. Weinstein  
Title: Executive Vice President

**TRUSTEES OF THE UNIVERSITY OF  
PENNSYLVANIA**

By: Shenkman Capital Management, Inc., as Investment  
Manager

By: /s/ Richard H. Weinstein  
Name: Richard H. Weinstein  
Title: Executive Vice President

**HARBOR HIGH YIELD BOND FUND**

By: Shenkman Capital Management, Inc., as Sub Advisor

By: /s/ Richard H. Weinstein  
Name: Richard H. Weinstein  
Title: Executive Vice President

**HEWETT S ISLAND CLO IV, LTD.**

By: CypressTree Investment Management Company,  
Inc., as Portfolio Manager

By: /s/ Robert Weeden  
Name: Robert Weeden  
Title: Portfolio Manager

**HEWETT S ISLAND CLO V, LTD.**

By: CypressTree Investment Management Company,  
Inc., as Portfolio Manager

By: /s/ Robert Weeden  
Name: Robert Weeden  
Title: Portfolio Manager

**BLUEMOUNTAIN CLO LTD**

By: BLUEMOUNTAIN CAPITAL MANAGEMENT,  
LLC, its collateral manager

By: /s/ Glenn Mueller  
Name: Glenn Mueller  
Title: Associate

**BLUEMOUNTAIN CLO II LTD**

By: BLUEMOUNTAIN CAPITAL MANAGEMENT,  
LLC, its collateral manager

By: /s/ Glenn Mueller  
Name: Glenn Mueller  
Title: Associate

**BLUEMOUNTAIN CLO III LTD**

By: BLUEMOUNTAIN CAPITAL MANAGEMENT,  
LLC, its collateral manager

By: /s/ Glenn Mueller  
Name: Glenn Mueller  
Title: Associate

**ENDURANCE CLO I, LTD.**

By: West Gate Horizons Advisors LLC, as Collateral  
Manager

By: /s/ Robert Cohen  
Name: Robert Cohen  
Title: Senior Credit Analyst

**WG HORIZONS CLO I**

By: West Gate Horizons Advisors LLC, as Investment  
Manager

By: /s/ Robert Cohen

Name: Robert Cohen

Title: Senior Credit Analyst

**OCEAN TRAILS CLO I**

By: West Gate Horizons Advisors LLC, as Investment  
Manager

By: /s/ Robert Cohen

Name: Robert Cohen

Title: Senior Credit Analyst

**OCEAN TRAILS CLO II**

By: West Gate Horizons Advisors LLC, as Investment  
Manager

By: /s/ Robert Cohen

Name: Robert Cohen

Title: Senior Credit Analyst

**FRIDSON CREDIT STRATEGIES MASTER FUND,  
L.P.**

By: /s/ David Teolis

Name: David Teolis

Title: Portfolio Manager

**GREEN ISLAND CBNA LOAN FUNDING LLC**

By: /s/ Andrew Valko  
Name: Andrew Valko  
Title: Attorney-in-Fact

**ACA CLO 2005-1, LTD.,**  
By its investment adviser Apidos Capital Management,  
LLC

By: /s/ Vincent Ingato  
Name: Vincent Ingato  
Title: Managing Director

**ACA CLO 2006-1, LTD.,**  
By its investment adviser Apidos Capital Management,  
LLC

By: /s/ Vincent Ingato  
Name: Vincent Ingato  
Title: Managing Director

**ACA CLO 2006-2, LTD.,**  
By its investment adviser Apidos Capital Management,  
LLC

By: /s/ Vincent Ingato  
Name: Vincent Ingato  
Title: Managing Director

**ACA CLO 2007-1, LTD.,**

By its investment adviser Apidos Capital Management,  
LLC

By: /s/ Vincent Ingato  
Name: Vincent Ingato  
Title: Managing Director

**APIDOS CDO I,**

By its investment adviser Apidos Capital Management,  
LLC

By: /s/ Vincent Ingato  
Name: Vincent Ingato  
Title: Managing Director

**APIDOS CDO II,**

By its investment adviser Apidos Capital Management,  
LLC

By: /s/ Vincent Ingato  
Name: Vincent Ingato  
Title: Managing Director

**APIDOS CDO III,**

By its investment adviser Apidos Capital Management,  
LLC

By: /s/ Vincent Ingato  
Name: Vincent Ingato  
Title: Managing Director



**APIDOS CDO IV,**

By its investment adviser Apidos Capital Management,  
LLC

By: /s/ Vincent Ingato  
Name: Vincent Ingato  
Title: Managing Director

**APIDOS CDO V,**

By its investment adviser Apidos Capital Management,  
LLC

By: /s/ Vincent Ingato  
Name: Vincent Ingato  
Title: Managing Director

**APIDOS CINCO CDO**

By its investment adviser Apidos Capital Management,  
LLC

By: /s/ Vincent Ingato  
Name: Vincent Ingato  
Title: Managing Director

**APIDOS QUATTRO CDO,**

By its investment adviser Apidos Capital Management,  
LLC

By: /s/ Vincent Ingato  
Name: Vincent Ingato  
Title: Managing Director

**UBS LOAN FINANCE LLC**

By: /s/ Mary E. Evans  
Name: Mary E. Evans  
Title: Associate Director

By: /s/ Marie Haddad  
Name: Marie Haddad  
Title: Associate Director

**MACKAY SHORT DURATION ALPHA FUND  
NEW YORK LIFE INSURANCE COMPANY  
(GUARANTEED PRODUCTS)**

**NEW YORK LIFE INSURANCE COMPANY, GP -  
PORTABLE ALPHA**

**HOUSTON POLICE OFFICERS PENSION  
SYSTEM**

**MACKAY SHIELDS CORE PLUS ALPHA FUND  
LTD.**

By: MacKay Shields LLC

as Investment Adviser and not individually

By: /s/ Dan Roberts  
Name: Dan Roberts  
Title: Sr. Managing Director

**STONE TOWER CDO LTD.**

By Stone Tower Debt Advisors LLC

As Its Collateral Manager

By: /s/ Michael W. DelPercio

Name: Michael W. DelPercio

Title: Authorized Signatory

**STONE TOWER CDO II LTD.**

By Stone Tower Debt Advisors LLC

As Its Collateral Manager

By: /s/ Michael W. DelPercio

Name: Michael W. DelPercio

Title: Authorized Signatory

**STONE TOWER CLO III LTD.**

By Stone Tower Debt Advisors LLC

As Its Collateral Manager

By: /s/ Michael W. DelPercio

Name: Michael W. DelPercio

Title: Authorized Signatory

**STONE TOWER CLO IV LTD.**

By Stone Tower Debt Advisors LLC

As Its Collateral Manager

By: /s/ Michael W. DelPercio

Name: Michael W. DelPercio

Title: Authorized Signatory

**STONE TOWER CLO V LTD.**

By Stone Tower Debt Advisors LLC

As Its Collateral Manager

By: /s/ Michael W. DelPercio

Name: Michael W. DelPercio

Title: Authorized Signatory

**STONE TOWER CLO VI LTD.**

By Stone Tower Debt Advisors LLC

As Its Collateral Manager

By: /s/ Michael W. DelPercio

Name: Michael W. DelPercio

Title: Authorized Signatory

**STONE TOWER CLO VII LTD.**

By Stone Tower Debt Advisors LLC

As Its Collateral Manager

By: /s/ Michael W. DelPercio

Name: Michael W. DelPercio

Title: Authorized Signatory

**RAMPART CLO 2006-1 LTD.**

By Stone Tower Debt Advisors LLC

As Its Collateral Manager

By: /s/ Michael W. DelPercio

Name: Michael W. DelPercio

Title: Authorized Signatory

**RAMPART CLO 2007 LTD.**

By Stone Tower Debt Advisors LLC

As Its Collateral Manager

By: /s/ Michael W. DelPercio

Name: Michael W. DelPercio

Title: Authorized Signatory

**GRANITE VENTURES III LTD.**

By Stone Tower Debt Advisors LLC  
As Its Collateral Manager

By: /s/ Michael W. DelPercio  
Name: Michael W. DelPercio  
Title: Authorized Signatory

**GRANITE VENTURES II LTD.**

By Stone Tower Debt Advisors LLC  
As Its Collateral Manager

By: /s/ Michael W. DelPercio  
Name: Michael W. DelPercio  
Title: Authorized Signatory

**GRANITE VENTURES I LTD.**

By Stone Tower Debt Advisors LLC  
As Its Collateral Manager

By: /s/ Michael W. DelPercio  
Name: Michael W. DelPercio  
Title: Authorized Signatory

**CORNERSTONE CLO LTD.**

By Stone Tower Debt Advisors LLC  
As Its Collateral Manager

By: /s/ Michael W. DelPercio  
Name: Michael W. DelPercio  
Title: Authorized Signatory

**WACHOVIA BANK, N.A.**

By: /s/ Michael R. Burkitt  
Name: Michael R. Burkitt  
Title: SVP

**ATLANTIS FUNDING LTD.**

By: INVESCO Senior Secured Management, Inc.  
as Collateral Manager

By: /s/ Thomas Ewald  
Name: Thomas Ewald  
Title: Authorized Signatory

**AVALON CAPITAL LTD. 3**

By: INVESCO Senior Secured Management, Inc.  
As Asset Manager

By: /s/ Thomas Ewald  
Name: Thomas Ewald  
Title: Authorized Signatory

**BELHURST CLO LTD.**

By: INVESCO Senior Secured Management, Inc.  
As Collateral Manager

By: /s/ Thomas Ewald  
Name: Thomas Ewald  
Title: Authorized Signatory

**BLT 2009 1 LTD.**

By: INVESCO Senior Secured Management, Inc.  
As Collateral Manager

By: /s/ Thomas Ewald  
Name: Thomas Ewald  
Title: Authorized Signatory

**CHAMPLAIN CLO, LTD.**

By: INVESCO Senior Secured Management, Inc.  
As Collateral Manager

By: /s/ Thomas Ewald  
Name: Thomas Ewald  
Title: Authorized Signatory

**AIM FLOATING RATE FUND**

By: INVESCO Senior Secured Management, Inc.  
As Sub-Adviser

By: /s/ Thomas Ewald  
Name: Thomas Ewald  
Title: Authorized Signatory

**HUDSON CANYON FUNDING II, LTD.**

By: INVESCO Senior Secured Management, Inc.  
As Collateral Manager & Attorney-in-Fact

By: /s/ Thomas Ewald  
Name: Thomas Ewald  
Title: Authorized Signatory



**LIMEROCK CLO I**

By: INVESCO Senior Secured Management, Inc.  
As Investment Manager

By: /s/ Thomas Ewald  
Name: Thomas Ewald  
Title: Authorized Signatory

**NAUTIQUE FUNDING LTD.**

By: INVESCO Senior Secured Management, Inc.  
As Collateral Manager

By: /s/ Thomas Ewald  
Name: Thomas Ewald  
Title: Authorized Signatory

**SAGAMORE CLO, LTD.**

By: INVESCO Senior Secured Management, Inc.  
As Collateral Manager

By: /s/ Thomas Ewald  
Name: Thomas Ewald  
Title: Authorized Signatory

**SARATOGA CLO I, LIMITED**

By: INVESCO Senior Secured Management, Inc.  
As the Asset Manager

By: /s/ Thomas Ewald  
Name: Thomas Ewald  
Title: Authorized Signatory

**WASATCH CLO LTD.**

By: INVESCO Senior Secured Management, Inc.  
As Portfolio Manager

By: /s/ Thomas Ewald  
Name: Thomas Ewald  
Title: Authorized Signatory

**PPM GRAYHAWK CLO, LTD.**

By: /s/ Chris Kappas  
PPM America Inc. as Collateral Manager  
Name: Chris Kappas  
Title: Managing Director

**SERVES 2006-1, Ltd.**

By: /s/ Chris Kappas  
PPM America Inc. as Collateral Manager  
Name: Chris Kappas  
Title: Managing Director

**[FALL CREEK CLO, LTD]**

By: /s/ Bryan Higgins  
Name: Bryan Higgins  
Title: Authorized Signor

**[EAGLE CREEK CLO, LTD.]**

By: /s/ Bryan Higgins  
Name: Bryan Higgins  
Title: Authorized Signor

**SUMITOMO MITSUI BANKING CORPORATION**

By: /s/ Yasuhiko Imai  
Name: Yasuhiko Imai  
Title: Senior Vice President

**BUSHNELL LOAN FUND II, LTD.**

By: /s/ Adam Jacobs  
Name: Adam Jacobs  
Title: Attorney-in-Fact

**STEDMAN LOAN FUND II, LTD.**

By: /s/ Adam Jacobs  
Name: Adam Jacobs  
Title: Attorney-in-Fact

**FIRST TENNESSEE BANK NATIONAL ASSOCIATION**

By: /s/ Phillip E. Stevenson  
Name: Phillip E. Stevenson  
Title: Sr. Vice President

**VENTURE II CDO 2002, LIMITED**

By its investment advisor,  
MJX Asset Management LLC

By: /s/ Frederick H. Taylor  
Name: Frederick H. Taylor  
Title: Managing Director

**VENTURE III CDO, LIMITED**

By its investment advisor,  
MJX Asset Management LLC

By: /s/ Frederick H. Taylor  
Name: Frederick H. Taylor  
Title: Managing Director

**VENTURE IV CDO, LIMITED**

By its investment advisor,  
MJX Asset Management LLC

By: /s/ Frederick H. Taylor  
Name: Frederick H. Taylor  
Title: Managing Director

**VENTURE V CDO, LIMITED**

By its investment advisor,  
MJX Asset Management LLC

By: /s/ Frederick H. Taylor  
Name: Frederick H. Taylor  
Title: Managing Director

**VENTURE VI CDO, LIMITED**

By its investment advisor,  
MJX Asset Management LLC

By: /s/ Frederick H. Taylor  
Name: Frederick H. Taylor  
Title: Managing Director

**VENTURE VII CDO, LIMITED**

By its investment advisor,  
MJX Asset Management LLC

By: /s/ Frederick H. Taylor  
Name: Frederick H. Taylor  
Title: Managing Director

**VENTURE VIII CDO, LIMITED**

By its investment advisor,  
MJX Asset Management LLC

By: /s/ Frederick H. Taylor  
Name: Frederick H. Taylor  
Title: Managing Director

**VENTURE IX CDO, LIMITED**

By its investment advisor,  
MJX Asset Management LLC

By: /s/ Frederick H. Taylor  
Name: Frederick H. Taylor  
Title: Managing Director

**VISTA LEVERAGED INCOME FUND**

By its investment advisor,  
MJX Asset Management LLC

By: /s/ Frederick H. Taylor  
Name: Frederick H. Taylor  
Title: Managing Director

**GS LUX DEBT HOLDINGS II SARL**

By: /s/ Simon Cresswell  
Name: Simon Cresswell  
Title: Director

**PANGAEA CLO 2007-1 LTD.**

By: Pangaea Asset Management, LLC,

its Collateral Manager

By: /s/ Ryan C. Metcalfe  
Name: Ryan C. Metcalfe  
Title: Director

**NANTUCKET CLO I LTD**

By: Fortis Investment Management USA, Inc.,

as Attorney-in-Fact

By: /s/ Ronald Daigle  
Name: Ronald Daigle  
Title: Vice President

**HARCH CLO II LIMITED**

By: /s/ Michael E. Lewitt  
Name: Michael E. Lewitt  
Title: Authorized Signatory

**HARCH CLO III LIMITED**

By: /s/ Michael E. Lewitt  
Name: Michael E. Lewitt  
Title: Authorized Signatory

**HARCH CREDIT OPPORTUNITY LP**

By: /s/ Michael E. Lewitt  
Name: Michael E. Lewitt  
Title: Authorized Signatory

**MEADOWS FOUNDATION INCORPORATED**

By: /s/ Michael E. Lewitt  
Name: Michael E. Lewitt  
Title: Authorized Signatory

**FIFTH THIRD BANK**

By: /s/ David O'Neal  
Name: David O'Neal  
Title: Vice President

**BANK OF AMERICA, N.A. (SUCCESSOR TO  
LASALLE BANK NATIONAL  
ASSOCIATION)**

By: /s/ John Wofford  
Name: John Wofford  
Title: Vice President

**LCM I LIMITED PARTNERSHIP**

By: Lyon Capital Management LLC, as Collateral  
Manager

By: /s/ Sophie A. Venon  
Name: Sophie A. Venon  
Lyon Capital Management LLC  
Title: Portfolio Manager

**LCM II LIMITED PARTNERSHIP**

By: Lyon Capital Management LLC, as Collateral  
Manager

By: /s/ Sophie A. Venon  
Name: Sophie A. Venon  
Lyon Capital Management LLC  
Title: Portfolio Manager

**LCM III, LTD.**

By: Lyon Capital Management LLC, as Collateral  
Manager

By: /s/ Sophie A. Venon  
Name: Sophie A. Venon  
Lyon Capital Management LLC  
Title: Portfolio Manager



**LCM IV, LTD.**

By: Lyon Capital Management LLC, as Collateral  
Manager

By: /s/ Sophie A. Venon  
Name: Sophie A. Venon  
Lyon Capital Management LLC  
Title: Portfolio Manager

**LCM V, LTD.**

By: Lyon Capital Management LLC, as Collateral  
Manager

By: /s/ Sophie A. Venon  
Name: Sophie A. Venon  
Lyon Capital Management LLC  
Title: Portfolio Manager

**LCM VI, LTD.**

By: Lyon Capital Management LLC, as Collateral  
Manager

By: /s/ Sophie A. Venon  
Name: Sophie A. Venon  
Lyon Capital Management LLC  
Title: Portfolio Manager

**STYX PARTNERS, L.P.**

By: Styx Associates LLC, its General Partner

By: /s/ Kevin Genda  
Name: Kevin Genda  
Title: Senior Managing Director

**JERSEY STREET CLO, LTD.,**

By its Collateral Manager, Massachusetts Financial Services Company (JLX)

By: /s/ David J. Cobey  
Name: David J. Cobey  
As authorized representative and not individually

**MARLBOROUGH STREET CLO, LTD.,**

By its Collateral Manager, Massachusetts Financial Services Company (JLX)

By: /s/ David J. Cobey  
Name: David J. Cobey  
As authorized representative and not individually

**BMO CAPITAL MARKETS FINANCING, INC.**

By: /s/ Pamela Schwartz  
Name: Pamela E. Schwartz  
Title: Director

**[FULTON FUNDING]**

By: /s/ Arlene Arellano  
Name: Arlene Arellano  
Title: Authorized Signatory

**[CLARKE FUNDING]**

By: /s/ Arlene Arellano  
Name: Arlene Arellano  
Title: Authorized Signatory

**CLAPBOARD LLC**

By: The Royal Bank of Scotland Plc, as Attorney-in-Fact  
By: RBS Securities, Inc., Its agent

By: /s/ Kevin Q. Stuebe  
Name: Kevin Q. Stuebe  
Title: V.P.

**ASCLEPIUS LLC**

By: The Royal Bank of Scotland Plc, As Attorney-in-Fact  
By: RBS Securities, Inc., Its agent

By: /s/ Kevin Q. Stuebe  
Name: Kevin Q. Stuebe  
Title: V.P.

**LEVERAGESOURCE V, S.A.R.L.**

By: /s/ Joseph Moroney  
Name: Joseph Moroney  
Title: Class A Manager

By: /s/ A. Kamarowsky  
Name: A. Kamarowsky  
Title: Class B Manager

**GOLDMAN SACHS LENDING PARTNERS LLC**

By: /s/ Andrew Caditz  
Name: Andrew Caditz  
Title: Authorized Signatory

**BOSTON HARBOR CLO 2004-1, LTD.**

By: /s/ Beth Mazor  
Name: Beth Mazor  
Title: V.P.

Each of the persons listed on Schedule A Severally but  
not jointly as Lender

By: Wellington Management Company, LLP as  
investment adviser

By: /s/ Donald M. Caiazza  
Name: Donald M. Caiazza  
Title: Vice President and Counsel

**SCHEDULE A**

**HISCOX INSURANCE COMPANY (BERMUDA) LTD**

**HISCOX SYNDICATE 33**

**STELLAR PERFORMER GLOBAL SERIES W - GLOBAL CREDIT**

**UMC BENEFIT BOARD, INC.**

**WELLINGTON TRUST COMPANY, NATIONAL ASSOCIATION MULTIPLE**

**COMMON TRUST FUNDS TRUST OPPORTUNISTIC FIXED INCOME**

**ALLOCATION PORTFOLIO**

**WELLINGTON TRUST COMPANY, NATIONAL ASSOCIATION MULTIPLE**

**COMMON TRUST FUNDS TRUST OPPORTUNISTIC INVESTMENT PORTFOLIO**

**VICTORIA COURT CBNA LOAN FUNDING LLC**

By: /s/ Adam Kaiser  
Name: Adam Kaiser  
Title: Attorney-in-Fact

Asset Manager: Nomura Corporate Research and Asset Management Inc.

Sagittarius Fund

By: Nomura Corporate Research and Asset Management Inc. as Investment Advisor

Stichting Pensioenfonds Hoogovens

By: Nomura Corporate Research and Asset Management Inc. as Investment Advisor

The Regents of the University of California - # EB6J

By: Nomura Corporate Research and Asset Management Inc. as Investment Advisor

California Public Employees Retirement System, Account - # SW7Y

By: Nomura Corporate Research and Asset Management Inc. as Investment Advisor

GMAM Investment Funds Trust - # 7MS7

By: Nomura Corporate Research and Asset Management Inc. as Investment Advisor

Nomura US Attractive Yield Corporate Bond Fund Mother Fund

By: The Nomura Trust and Banking Co., Ltd as Trustee

By: Nomura Corporate Research and Asset Management Inc., Attorney in Fact

By: /s/ Stephen S. Kotsen  
Name: Stephen S. Kotsen  
Title: Portfolio Manager

**DEUTSCHE BANK TRUST COMPANY  
AMERICAS**

By: /s/ Erin Morrissey  
Name: Erin Morrissey  
Title: Vice President

By: /s/ Enrique Landaeta  
Name: Enrique Landaeta  
Title: Vice President



**DEL MAR CLO I, LTD.**

By: Caywood-Scholl Capital Management, LLC.  
As Collateral Manager

By: /s/ Tom Saake  
Name: Tom Saake  
Title: Managing Director

**AUCTION SERVICES TRUST**

By: Wilmington Trust Company, not in its individual capacity, but solely as owner trustee under the Trust Agreement dated April 24, 2007

By: /s/ Joseph B. Feil  
Name: Joseph B. Feil  
Title: Vice President

**AIRLIE CLO 2006-II LTD.**

By: /s/ Seth Cameron  
Name: Seth Cameron  
Title: Portfolio Manager

**J.P. MORGAN LEVERAGED LOANS**

**MASTER FUND L.P.**

By: /s/ James E. Gibson  
Name: James E. Gibson  
Title: Managing Director

**LOUISIANA STATE EMPLOYEES RETIREMENT SYSTEM**

By: /s/ James E. Gibson  
Name: James E. Gibson  
Title: Managing Director

**WELLS FARGO BANK, N.A.**

By: /s/ Robyn Rogin  
Name: Robyn Rogin  
Title: Vice President

**MUZINICH & CO. (IRELAND) LIMITED** for the  
account of Extrayield Global Loan Fund

By: /s/ Michael Ludwig  
Name: Michael Ludwig  
Title: Director

**MUZINICH & CO. (IRELAND) LIMITED** for the  
account of Extrayield \$ Loan Fund

By: /s/ Michael Ludwig  
Name: Michael Ludwig  
Title: Director

**U.S. BANK NATIONAL ASSOCIATION**

By: /s/ John Eyerman  
Name: John Eyerman  
Title: Portfolio Manager

**ROSEDALE CLO LTD.**

By: Princeton Advisory Group, Inc. the Collateral  
Manager

By: /s/ Scott O Connell  
Name: Scott O Connell  
Title: Vice President

**ROSEDALE CLO II LTD.**

By: Princeton Advisory Group, Inc. the Collateral  
Manager

By: /s/ Scott O Connell  
Name: Scott O Connell  
Title: Vice President

**ING CAPITAL LLC**

By: /s/ Lawrence P. Eyink  
Name: Lawrence P. Eyink  
Title: Director

**BLACKROCK SENIOR HIGH INCOME FUND,  
INC.  
BLACKROCK FLOATING RATE INCOME TRUST  
BLACKROCK DEFINED OPPORTUNITY CREDIT  
TRUST  
BLACKROCK LIMITED DURATION INCOME  
TRUST  
BLACKROCK SENIOR INCOME SERIES  
BLACKROCK SENIOR INCOME SERIES II  
BLACKROCK SENIOR INCOME SERIES IV  
BLACKROCK SENIOR INCOME SERIES V  
LIMITED  
BLACKROCK DEBT STRATEGIES FUND, INC.  
BLACKROCK FLOATING RATE INCOME  
STRATEGIES FUND, INC.  
BLACKROCK FLOATING RATE INCOME  
STRATEGIES FUND II, INC.  
BLACKROCK GLOBAL INVESTMENT SERIES:  
CORPORATE LOAN INCOME PORTFOLIO  
BLACKROCK GLOBAL INVESTMENT SERIES:  
INCOME STRATEGIES PORTFOLIO  
LONGHORN CDO III LTD.  
MASTER SENIOR FLOATING RATE LLC  
MISSOURI STATE EMPLOYEES' RETIREMENT  
SYSTEM  
BLACKROCK SENIOR FLOATING RATE  
PORTFOLIO  
SENIOR LOAN PORTFOLIO**

By: /s/ AnnMarie Smith  
Name: AnnMarie Smith  
Title: Authorized Signatory

**NAVIGATOR CDO 2005, LTD.,** as a Lender  
By: GE Asset Management Inc., as Collateral Manager

By: /s/ John Campos  
Name: John Campos  
Title: Authorized Signatory

**NAVIGATOR CDO 2006, LTD.,** as a Lender  
By: GE Asset Management Inc., as Collateral Manager

By: /s/ John Campos  
Name: John Campos  
Title: Authorized Signatory

**ING PRIME RATE TRUST**  
By: ING Investment Management Co. as the  
Investment Manager

By: /s/ Mark F. Haak  
Name: Mark F. Haak, CFA  
Title: Vice President

**ING SENIOR INCOME FUND**  
By: INS Investment Management Co. as the  
Investment Manager

By: /s/ Mark F. Haak,  
Name: Mark F. Haak, CFA  
Title: Vice President

**ING INTERNATIONAL (II) SENIOR BANK  
LOANS EURO**

By: ING Investment Management Co. as its Investment  
Manager

By: /s/ Mark F. Haak  
Name: Mark F. Haak, CFA  
Title: Vice President

**ING INVESTMENT TRUST CO. PLAN FOR  
EMPLOYEE BENEFIT INVESTMENT FUNDS  
SENIOR LOAN FUND**

By: /s/ Mark F. Haak  
Name: Mark F. Haak, CFA  
Title: Vice President

**ING INTERNATIONAL MANAGEMENT CLO I,  
LTD.**

By: ING Investment Management Co. as its Investment  
Manager

By: /s/ Mark F. Haak  
Name: Mark F. Haak, CFA  
Title: Vice President

**ING INTERNATIONAL MANAGEMENT CLO II,  
LTD.**

By: ING Alternative Asset Management Co. as its  
Investment Manager

By: /s/ Mark F. Haak  
Name: Mark F. Haak, CFA  
Title: Vice President

**ING INVESTMENT MANAGEMENT CLO III,  
LTD.**

By: ING Alternative Asset Management Co. as its  
Investment Manager

By: /s/ Mark F. Haak  
Name: Mark F. Haak, CFA  
Title: Vice President

**ING INVESTMENT MANAGEMENT CLO IV,  
LTD.**

By: ING Alternative Asset Management Co. as its  
Investment Manager

By: /s/ Mark F. Haak  
Name: Mark F. Haak, CFA  
Title: Vice President

**ING INVESTMENT MANAGEMENT CLO V, LTD.**

By: ING Alternative Asset Management Co. as its  
Investment Manager

By: /s/ Mark F. Haak  
Name: Mark F. Haak, CFA  
Title: Vice President

**GE BUSINESS FINANCIAL SERVICES, INC.  
(FORMERLY KNOWN AS MERRIL LYNCH  
BUSINESS FINANCIAL SERVICES, INC.)**

By: /s/ Paul Sleet  
Name: Paul Sleet  
Title: Duly Authorized Signatory

**GENERAL ELECTRIC CAPITAL CORPORATION**

By: /s/ Paul Sleet  
Name: Paul Sleet  
Title: Duly Authorized Signatory

**BALTIC FUNDING LLC**

By: /s/ Stacy Lai  
Name: Stacy Lai  
Title: Assistant Vice President

**SSS FUNDING II**

By: Sankaty Advisors, LLC as Collateral Manager

By: /s/ Alan K. Halfenger  
Name: Alan K. Halfenger  
Title: Chief Compliance Officer Assistant  
Secretary

**MIDLAND NATIONAL LIFE INSURANCE  
COMPANY BOLI GEN**

By: Guggenheim Partners Asset Management, Inc.

By: /s/ Stephen D. Sautel  
Name: Stephen D. Sautel  
Title: Senior Managing Director



**NYLIAC SEPARATE ACCOUNT 70\_A01**

By: Guggenheim Partners Asset Management, Inc.

By: /s/ Stephen D. Sautel

Name: Stephen D. Sautel

Title: Senior Managing Director

**TRUSTMARK INSURANCE COMPANY**

By: Shenkman Capital Management, Inc., as Investment Manager

By: /s/ Richard H. Weinstein

Name: Richard H. Weinstein

Title: Executive Vice President

**WESTBROOK CLO, LTD.**

By: Shenkman Capital Management, Inc., as Investment Manager

By: /s/ Richard H. Weinstein

Name: Richard H. Weinstein

Title: Executive Vice President

**STICHTING BEWAAR BEROEPSVERVOER FOR  
FONDS VOOR GEMENE REKENING  
BEROEPSVERVOER**

By: Shenkman Capital Management, Inc., as Investment Manager

By: /s/ Richard H. Weinstein

Name: Richard H. Weinstein

Title: Executive Vice President

**CAPITALSOURCE FINANCE LLC**

By: /s/ Arturo J. Velez

Name: Arturo J. Velez

Title: Authorized Signatory

**EXHIBIT A**

**CONSENT**

**Dated as of October 23, 2009**

The undersigned, as Grantors under the Guarantee and Collateral Agreement and, as applicable, as parties to the other Security Documents, hereby consent and agree to the foregoing Second Amendment dated as of October 23, 2009 (the Second Amendment ), by and between the Borrower and the Lenders party thereto, and hereby confirm and agree that (i) each of the Guarantee and Collateral Agreement and the other Security Documents is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects except that, upon the effectiveness of, and on and after the date of, said Second Amendment, each reference therein to the Credit Agreement , thereunder , thereof and words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended by said Second Amendment and (ii) the Guarantee and Collateral Agreement, the other Security Documents and all of the Collateral described in the foregoing do, and shall continue to, secure the payment and performance of all of the Obligations as defined in the Guarantee and Collateral Agreement, after giving effect to said Second Amendment.

*[Signature pages follow]*

KAR HOLDINGS, INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA, INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

INSURANCE AUTO AUCTIONS, INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA CORPORATION, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

A.D.E. OF ARK-LA-TEX, INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

A.D.E. OF KNOXVILLE, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA ARK-LA-TEX, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA ARKANSAS, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA ATLANTA, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA BIRMINGHAM, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA CALIFORNIA, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA CHARLOTTE, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA COLORADO, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA DES MOINES, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA FLORIDA, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA IMPACT TEXAS, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA INDIANAPOLIS, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA LANSING, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA LEXINGTON, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA MISSOURI, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA NEW JERSEY, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA NEW YORK, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA OHIO, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA OKLAHOMA, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA PENNSYLVANIA, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA PHOENIX, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA SAN DIEGO, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA-SOUTH FLORIDA, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA SOUTHERN INDIANA, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer



ADESA TEXAS, INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA VIRGINIA, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA WASHINGTON, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA WISCONSIN, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ASSET HOLDINGS III, L.P.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

AUTO DEALERS EXCHANGE OF CONCORD, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

AUTO DEALERS EXCHANGE OF MEMPHIS, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

AUTOMOTIVE FINANCE CORPORATION

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

AUTOMOTIVE RECOVERY SERVICES, INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

AUTOVIN, INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

PAR, INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

AFC CAL, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

AXLE HOLDINGS, INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

INSURANCE AUTO AUCTIONS CORP.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

IAA SERVICES, INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

IAA ACQUISITION CORP.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

AUTO DISPOSAL SYSTEMS, INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADS PRIORITY TRANSPORTS, LTD.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADS ASHLAND, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ZABEL & ASSOCIATES, INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

SIOUX FALLS AUTO AUCTIONS, INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

TRI-STATE AUCTION CO., INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

AUTO DISPOSAL OF BOWLING GREEN, INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

AUTO DISPOSAL OF CHATTANOOGA, INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

AUTO DISPOSAL OF NASHVILLE, INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

AUTO DISPOSAL OF PADUCAH, INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

AUTO DISPOSAL OF MEMPHIS, INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

SALVAGE DISPOSAL COMPANY OF GEORGIA

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA MISSOURI REDEVELOPMENT  
CORPORATION

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

LIVEBLOCK AUCTIONS INTERNATIONAL, INC.

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

AUTOMOTIVE FINANCE CONSUMER DIVISION,  
LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA DEALER SERVICES, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

DENT DEMON, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

ADESA MINNESOTA, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer

CARBUYCO, LLC

By: /s/ Eric M. Loughmiller  
Name: Eric M. Loughmiller  
Title: Executive Vice President and Chief  
Financial Officer