

EXHIBIT B

Motion Sequence: 1

Assigned to:
Justice Anil C. Singh

LIMITED LIABILITY COMPANY AGREEMENT

OF

PATRIARCH RMC ACQUISITION, LLC
(t/b/k/a REMCO MAINTENANCE, LLC)

As of November 29, 2004

THE LIMITED LIABILITY COMPANY INTERESTS OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE, NOR IS ANY SUCH REGISTRATION CONTEMPLATED. THE LIMITED LIABILITY COMPANY INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED AT ANY TIME WHATSOEVER EXCEPT UPON SUCH REGISTRATION OR PURSUANT TO AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS. THE LIMITED LIABILITY COMPANY INTERESTS ARE ALSO SUBJECT TO OTHER RESTRICTIONS ON TRANSFER AS SET FORTH IN THIS AGREEMENT.

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LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of PATRIARCH RMC ACQUISITION, LLC, (t/b/k/a REMCO MAINTENANCE, LLC), dated as of November 29, 2004, among the Managers (as defined below) and the Persons listed on Schedule I to this Agreement.

RECITALS

A. Patriarch RMC Acquisition, LLC was organized as a limited liability company under the laws of the State of Delaware pursuant to the Act (as defined below) on November 23, 2004, and its name was changed to Remco Maintenance, LLC (the "Company") on December 13, 2004.

B. The Members (as defined below) now wish to enter into this Agreement to provide for, among other things, the management and operation of the Company and the allocation of profit and losses, cash flow and other proceeds of the Company among the Members and certain other matters.

AGREEMENT

In consideration of the premises and the mutual covenants and the agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

Definitions

Section 1.01. Definitions. For purposes of this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

"1940 Act" means the Investment Company Act of 1940, as amended.

"Act" means the Delaware Limited Liability Company Act, as amended.

"Adjusted Capital Account" has the meaning stated in Section 3.01(b).

"Affiliate" of a Person means any other Person that directly or indirectly controls, is controlled by or is under common control with, the Person or any of its Subsidiaries. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, agreement or otherwise.

"Approved Sale" has the meaning stated in Section 6.04(a).

"Approved Sale Notice" has the meaning stated in Section 6.04(a).

"Asset Value" means (a) the fair market value of any asset contributed to the Company by any Member determined as of the time of contribution, (b) the fair market value on the date of distribution of any asset distributed by the Company to any Member, and (c) the fair market

value of all Company property at the happening of (i) the admission of a Member to, or the increase of an interest of an existing Member in, the Company in exchange for a Capital Contribution, or (ii) the liquidation of the Company pursuant to Treasury Regulation Section 1.704-1(b)(2)(ii)(g).

"Board" has the meaning stated in Section 4.01(a).

"Capital Contribution" means with respect to each Member, a contribution by such Member to the capital of the Company.

"Cash Available for Distribution" for any Fiscal Year or other shorter period for which the Board makes a distribution pursuant to Section 3.03(a) hereof, means (a) all cash receipts of the Company from (i) the Company's operations, and (ii) from interest earned on funds held by the Company, minus (b) cash payments disbursed or reserves set aside, plus (c) amounts released from reserves. Cash Available for Distribution shall be determined separately for each such period and shall not be cumulative.

"Cause" means (unless a different definition is used in a Class B Member's written employment agreement with the Company, if any, in which case such different definition shall apply to such Class B Member) any of the following with respect to the Class B Member (as determined by the Board):

(a) such Member's (i) material breach of this Agreement or such Member's employment agreement, if any, (ii) material failure to perform his duties, (iii) material failure to follow the reasonable lawful instructions of the Board, or (iv) material failure to adhere to any written Company policy (of which such Member has received a copy), in each case, if such Member has been given written notice of such breach or failure and has failed to cure such breach or failure within 5 calendar days after receiving such written notice;

(b) such Member's misappropriation (or attempted misappropriation) of (i) a material business opportunity of the Company or any of its Subsidiaries, including, without limitation, attempting to secure or securing any personal profit in connection with any transaction entered into on behalf of the Company or any of its Subsidiaries, or (ii) any of the Company's or any of its Subsidiaries' funds or property;

(c) such Member's (i) conviction of, the indictment for (or its procedural equivalent), or the entering of a guilty plea or plea of no contest with respect to, a felony, the equivalent thereof, or any crime with respect to which imprisonment is a possible punishment, or (ii) indictment for (or its procedural equivalent) a crime involving moral turpitude or fraud;

(d) willful misconduct or gross negligence by such Member in connection with the performance of such Member's duties that has caused, or could reasonably be expected to cause, material harm or damage to the Company or any of its Subsidiaries;

(e) such Member's (i) making disparaging, derogatory or detrimental comments about the Company or any of its Subsidiaries, any of their employees, directors or officers, any customer or client or other Person having a business relationship with the Company or any of its Subsidiaries or the Company's or any of its Subsidiaries' business, or (ii) engaging in a pattern of conduct which is detrimental to the Company or any of its Subsidiaries or their reputation;

(f) such Member's abuse of, or addiction to, drugs or alcohol or reporting to work or performing such Member's duties to the Company or any of its Subsidiaries under the influence of drugs or alcohol; or

(g) any other act on the part of such Member involving dishonesty toward the Company or any of its Subsidiaries.

"Class A Interests" has the meaning stated in Section 5.04.

"Class A Super-Majority in Interest" means Class A Members having an aggregate Class A Percentage in excess of 66-2/3%.

"Class A Members" means those Members holding Class A Interests.

"Class A Percentage" means, for each Class A Member, the percentage set forth as the "Class A Percentage" opposite such Class A Member's name on Schedule I hereto.

"Class B Interests" has the meaning stated in Section 5.04.

"Class B Members" means those Members holding Class B Interests.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning stated in the Recitals of this Agreement.

"Company Expenses" has the meaning stated in Section 4.08.

"Common Interests" means the Class A Interests and the Class B Interests.

"Common Percentage" means, for each Class A Member and Class B Member, the percentage set forth as the "Common Percentage" opposite such Class A Member's or Class B Member's name on Schedule I hereto.

"Company Purpose" has the meaning stated in Section 2.02.

"Confidential Information" means all information, data, "know-how", documents, reports, agreements, interpretations, plans, studies, forecasts and records containing or otherwise reflecting information concerning the Company, any of its Subsidiaries or Affiliates; provided, however, that "Confidential Information" does not include information which (i) is in the public domain at the time it is received by the Member, (ii) which becomes public through no fault of

the Member or any other Person, or (iii) was already in the possession of the Member prior to the date of this Agreement.

"Conversion" has the meaning stated in Section 5.05.

"Conversion Date" has the meaning stated in Section 5.05.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Family Member" means an individual's spouse, former spouse, parents, siblings and children, or a custodian, trustee, executor, or other fiduciary for the account of, or the estate of, such individual or his or her spouse, former spouse, parents, siblings or children.

"Fair Market Value" means (a) with respect to securities which are publicly traded and which are not subject to restrictions on sale as a result of the circumstances under which the Company or such Person acquired them or as a result of the relationship of the issuer thereof to the Company or such Person or any Affiliate thereof, the last sale price on the principal national securities exchange on which they are traded on the business day immediately prior to the date of determination, or if no sales occurred on such day, the highest final "bid" price on such day, and (b) with respect to all other assets, the value determined by the Board in good faith, based on all factors which the Board, in its sole discretion, determines to be relevant and appropriate, including, without limitation, type of asset, marketability (or absence thereof), restrictions on disposition, purchases of the same or similar securities by other investors, pending mergers or acquisitions and current and prospective financial position and operating results.

"Fiscal Year" has the meaning stated in Section 2.03.

"Indemnified Party" has the meaning stated in Section 4.07(a).

"Information" has the meaning stated in Section 5.02(g).

"IRS" means the United States Internal Revenue Service.

"Managers" has the meaning stated in Section 4.04(a), and includes any successor Managers appointed pursuant to Section 4.04(c).

"Member" means each of the Persons listed on Schedule I hereto and each other Person holding Membership Interests under this Agreement who has been admitted as an additional or substitute Member of the Company pursuant to Section 6.01 or Section 6.03, and "Members" means all of the Persons listed on Schedule I hereto and all other Persons holding Membership Interests under this Agreement who have been admitted as additional or substitute Members of the Company pursuant to Section 6.01 or Section 6.03.

"Member Information" has the meaning stated in Section 5.02(l).

"Membership Interests" means the limited liability company interests of the Company, including, without limitation, the Class A Interests and the Class B Interests, and any other class

of limited liability company interests of the Company authorized by the Board in accordance with the provisions of this Agreement.

"Net Income" and "Net Loss" means, for each Fiscal Year or other fiscal period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, or deduction required to be stated separately shall be included in taxable income or loss); provided, however, that (a) income exempt from federal income tax shall be treated as taxable income, (b) expenditures described in Section 705(a)(2)(B) of the Code or treated as such expenditures under Treasury Regulation Section 1.704-1(b)(2)(iv)(i) shall be subtracted from taxable income, (c) the difference between the adjusted basis for federal income tax purposes and Asset Value of Company property shall be treated as gain or loss upon the happening of an event described in clauses (b) or (c) of the definition of "Asset Value" herein, (d) gain or loss resulting from the disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Asset Value of such Company property, (e) depreciation and amortization shall be computed by reference to the Asset Value of Company property, and (f) items specially allocated under Section 3.05 shall not be taken into account.

"Non-U.S. Member" means any Member who is not a U.S. Person.

"Officers" has the meaning stated in Section 4.09(a).

"Pass-Thru Member" has the meaning stated in Section 8.02(b).

"Permitted Transferee" means with respect to (a) an entity, its Affiliates, partners, retired partners, managers, members and shareholders and the Family Members of any such partners, retired partners, managers, members and shareholders and (b) an individual, his or her Affiliates and Family Members.

"Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization, including, without limitation, a governmental body or agency.

"Regulatory Allocation" has the meaning stated in Section 3.05(b).

"Representative" of any Person means such Person's shareholders, principals, directors, officers, employees, members, managers, partners and attorneys-in-fact.

"Securities Act" means the Securities Act of 1933, as amended.

"Subsidiary" of a Person means any Person of which equity securities or other ownership interests having ordinary voting power to elect a majority of the board of directors, the general partner, the manager or other Persons performing similar functions are at the time directly or indirectly owned by the Person. Unless the context otherwise requires, references to one or more Subsidiaries are references to Subsidiaries of the Company.

"Tax Amount" has the meaning stated in Section 3.06.

"Transfer" means sell, assign, exchange, transfer, pledge, grant a security interest in, hypothecate, encumber or otherwise dispose of.

"Transferee" has the meaning stated in Section 6.03(b).

"Transferred Interest" has the meaning stated in Section 6.03(a).

"Unreturned Capital Contributions" means, with respect to any Member at any time, the excess, if any, of (a) the aggregate amount of Capital Contributions actually made to the Company by such Member, over (b) the aggregate amount of all distributions made to such Member from the Company.

"U.S. Person" means a citizen or resident alien (as defined in Code Section 7701(b)) of the United States, a corporation or partnership created or organized in the United States, or under the laws of the United States or of any state, or an estate or trust whose income is includable in gross income for United States federal income tax purposes regardless of its source.

ARTICLE II

General Provisions

Section 2.01. Name; Formation; Principal Office; Books and Records.

(a) Name. The name of the Company is Patriarch GL Acquisition, LLC.

(b) Formation of the Company. Patriarch RMC Acquisition, LLC was formed as a limited liability company under the Act on November 23, 2004, and its name was changed to Remco Maintenance, LLC on December 13, 2004. The Members and the Board hereby agree that the person executing and filing the Certificate of Formation of the Company was and is an "authorized person" within the meaning of the Act, and that the Certificate of Formation filed by such authorized person is the Certificate of Formation of the Company.

(c) Principal Office and Registered Agent. The principal office and mailing address of the Company shall be 500 10th Avenue, New York, New York 10018, or such other place or places as the Board may from time to time designate. The registered agent for service of process and office of the Company shall be Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 or such other agent and/or place as the Board may from time to time designate.

(d) Books and Records. All of the books and records of the Company shall be maintained at the principal office of the Company.

Section 2.02. Purposes and Powers of the Company. The Company is organized for the purpose of engaging in any business permitted for a limited liability company under the laws of the State of Delaware and the laws of any other jurisdiction in which the Company does business as determined by the Board of the Company (such purposes being the "Company Purpose"), and taking such actions as may be necessary or incidental to such Company Purpose. The Company

shall have the power to engage in all activities and transactions that the Board may deem necessary or advisable in connection with the foregoing Company Purpose.

Section 2.03. Fiscal Year. The fiscal year of the Company (herein called the "Fiscal Year") shall end on December 31 of each year.

Section 2.04. Limited Liability. Except as required under the Act, no Member shall be personally liable for any debt, obligation or liability of the Company, whether that liability or obligation arises in contract, tort or otherwise.

Section 2.05. No Third Party Rights. Except as expressly provided in the Act or with respect to Indemnified Parties pursuant to in Section 4.07 hereof, nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any Person other than the Members and their respective successors and assigns, nor shall anything in this Agreement relieve or discharge the obligation or liability of any third Person to any party to this Agreement, nor shall any provision give any third Person any right of subrogation or action over or against any party to this Agreement. Without limiting the foregoing, no third party shall have any right to enforce any contribution obligation of a Member, except as may be expressly required by the Act.

ARTICLE III

Capital Accounts; Capital Contributions; Distributions and Allocations

Section 3.01. Capital Accounts.

(a) Individual Capital Accounts. An individual capital account shall be maintained on the books and records of the Company for each Member in accordance with the provisions of Treasury Regulations Section 1.704-1(b) or, if such regulations are amended, replaced or superseded, in accordance with any applicable successor rules or regulations.

(b) Adjustments to Capital Accounts. Each Member's capital account shall be (i) increased by (A) the amount of money contributed by such Member to the Company, (B) the Asset Value of property contributed by such Member to the Company (net of liabilities securing such contributed property that the Company assumes or takes subject to) and (C) allocations to such Member of Net Income of the Company and other items of income or gain, (ii) decreased by (A) the amount of money distributed to such Member by the Company, (B) the Asset Value of property distributed to such Member by the Company (net of liabilities securing such distributed property that such Member assumes or takes subject to), and (C) allocations of Net Loss of the Company and other items of loss or deduction, and (iii) otherwise adjusted in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv) (each Member's capital account, as so adjusted, being an "Adjusted Capital Account").

(c) No Withdrawal of Capital. No Member may withdraw capital from the Company without the consent of the Board.

Section 3.02. Capital Contributions.

(a) Capital Contributions. Subject to the provisions of Section 3.06, none of the Members shall have any obligation to make any Capital Contributions to the Company.

(b) Negative Capital Accounts. No Member having a negative balance in its Adjusted Capital Account shall have any obligation to the Company or to any other Member to restore its Adjusted Capital Account to zero, except as otherwise provided in the Act.

Section 3.03. Distributions.

(a) Distributions Prior to Dissolution. Prior to the liquidation, dissolution or winding up of the Company, subject to (c) below, at such times as the Board may decide in its sole and absolute discretion, the Company shall determine the amount of Cash Available for Distribution and distribute such amount to the Class A Members and the Class B Members pro rata in accordance with their respective Common Percentages.

(b) Distributions Upon Dissolution. In the event of the liquidation, dissolution or winding up of the Company, either voluntary or involuntary, the assets of the Company shall be distributed as follows:

(i) First, to creditors of the Company, in the order of priority as provided by law; and

(ii) Second, any balance, to the Members in proportion to their Adjusted Capital Account balances.

(c) Distributions in Kind. The Board may, subject to the priorities set forth in this Section, make all or any part of a distribution under this Section 3.03 in any property, including, without limitation, cash or freely tradeable securities, each Member accepting in satisfaction of his or her interest an undivided interest in such Company property subject to a proportionate share of its liabilities; provided, however, that if any in-kind distribution is to be made, the assets distributed in kind shall be valued at their Fair Market Value as of the actual date of their distribution, and charged as so valued and distributed against amounts to be paid under this Section.

(d) Reserves. The Board may set aside any portion of the assets of the Company as reserves if the Board determines that such reserves are required for the proper operation of the Company's business, whether or not such reserves are in accordance with generally accepted accounting principles. The Board may add to any reserve established upon its determination that such reserves are required and shall release funds from such reserves at such time as they determine they are no longer required.

(e) Tax Distributions. Within sixty days of the end of each Fiscal Year the Board shall cause the Company to distribute an amount equal to the product of (x) the maximum combined federal and state income tax rate applicable to corporations (or individuals, if higher) doing business in the state to which the Company allocates at least ten percent of its Net Income and which has the highest such rate times (y) the excess of the Net Income of the Company for such

Fiscal Year over the Net Losses of the Company for all prior Fiscal Years that have not previously been used to reduce Net Income pursuant to this sentence. Such amount shall be distributed to the Members in proportion to the Net Income of the Company allocated to them for such Fiscal Year; provided, however, that any amount that would be distributed to a Member that is a disregarded entity for federal income tax purposes shall instead be paid directly to the owner of such Member that is considered the Member for federal income tax purposes. The Members shall provide the Company with information sufficient for the Company to comply with the provisions of the preceding sentence.

Section 3.04. Allocation of Income and Loss for Tax Purposes.

(a) Net Income. After giving effect to the special allocations set forth in Section 3.05 hereof, Net Income for any Fiscal Year shall be allocated to the Class A Members and the Class B Members pro rata in accordance with their respective Common Percentages.

(b) Net Loss. After giving effect to the special allocations set forth in Section 3.05 hereof, Net Loss for any Fiscal Year shall be allocated to the Class A Members and the Class B Members pro rata in accordance with their respective Common Percentages.

(c) Compliance With 704 Regulations. Allocations under this Section 3.04 shall be made pursuant to the principles of Code Sections 704(b) and 704(c) and in conformity with the Treasury Regulations promulgated thereunder.

Section 3.05. Special Allocations.

(a) Compliance with Section 704 of the Code. Notwithstanding Section 3.04 hereof, it is the intent of the Members that allocations of net income, gain and loss (or items thereof) of the Company shall be made in a manner which complies with the provisions of Sections 704(b) and 704(c) of the Code and the Treasury Regulations thereunder and reflects the Members' interests in the Company as determined under Treasury Regulations Section 1.704-1(b)(3). In furtherance of the foregoing, the Board is authorized and directed to allocate income, gain, loss or deduction in a manner which is inconsistent with Section 3.04 hereof to the extent necessary to comply with Sections 704(b) and 704(c) of the Code and the Treasury Regulations thereunder. In this regard (i) items of net loss and deduction attributable to Member Nonrecourse Debt (as defined in the 704(b) Regulations) shall be allocated as provided in the 704(b) Regulations, (ii) if, in any period, there is a net decrease in the amount of the Company's Minimum Gain (as defined in the 704(b) Regulations), or in the amount of Minimum Gain attributable to Member Nonrecourse Debt (as defined in the 704(b) Regulations), then the Members shall be allocated items of income or gain for such period and subsequent periods to the extent and in the manner provided in Treasury Regulations Sections 1.704-2(f) and 1.704-2(j)(4) as Minimum Gain Chargebacks (as defined in the 704(b) Regulations), (iii) the Company shall make such allocations of income as shall be required by the qualified income offset provisions of the 704(b) Regulations as described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d) and (iv) in no event shall net losses or deductions be allocated to a Member if such allocation would result in such Member having a deficit balance in its Capital Account in excess of its share of Minimum Gain (as defined in the 704(b) Regulations).

(b) Intent to Comply. The allocations set forth in this Section 3.05 (the "Regulatory Allocations") are intended to comply with certain requirements of Regulations Sections 1.704-1(b) and 1.704-2. The Regulatory Allocations may not be consistent with the manner in which the Members intend to make Company distributions. Accordingly, notwithstanding the other provisions of this Article III, but subject to the Regulatory Allocations, the Board is hereby directed to reallocate items of income, deduction, gain or loss (or items thereof) among the Members so as to eliminate the effect of the Regulatory Allocations and thereby cause the respective amounts distributed to the Members to be the amounts (or as close thereto as possible) that would have been distributed if such items of income, deduction, gain or loss had been allocated without reference to the Regulatory Allocations. In general, the Members anticipate that this will be accomplished by specially allocating other items of income, deduction, gain or loss among the Members so that the net amount of the Regulatory Allocations and such special allocations to each such Member is zero. The Board shall have discretion to accomplish this result in any reasonable manner.

Section 3.06. Non-U.S. Members. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company is required to withhold and remit any taxes to the IRS pursuant to any provision of the Code with respect to a Non-U.S. Member or if the Company is required to pay any penalties or interest in connection therewith to the IRS, the amount being withheld and/or paid to the IRS (any such amount withheld and/or paid to the IRS being the "Tax Amount") shall be deemed to have been distributed to such Non-U.S. Member and the Board shall have the right, at their option, to either (a) offset the amount of such Tax Amount against amounts to be distributed to such Non-U.S. Member by the Company in the future, or (b) notwithstanding the limitation in Section 3.02(c), require such Non-U.S. Member to make Capital Contributions at such times and in such amounts as determined by the Board sufficient to fund, or reimburse the Company for, such Tax Amount.

ARTICLE IV

Management of the Company

Section 4.01. Management by the Board of Managers.

(a) Management Generally. The power to manage the affairs of the Company and to act on behalf of the Company shall be vested exclusively in the Company's board of Managers (the "Board"). The Board shall be solely responsible for the day-to-day operation of the Company and shall make all decisions affecting the business and operation of the Company. So long as there is more than one Manager on the Board, the Board shall act by a majority of Managers.

(b) Reliance by Third Parties. Persons dealing with the Company are entitled to rely conclusively upon the certificate of the Board to the effect that it is then acting as the Board, and upon the power and authority of the Board as herein set forth.

Section 4.02. Authority of the Board. Except as otherwise expressly provided in Section 4.03 of this Agreement, the Board shall have the power and authority on behalf and in the name of the Company to take any action or make any decisions on behalf of the Company hereunder in order to carry out the Company Purpose and to perform all acts and enter into and perform all

contracts and other undertakings which it may deem necessary, advisable or incidental in relation thereto, including, without limitation, the power to engage in the activities set forth below.

(a) Engage in Company Purpose. Engage in the Company Purpose, operate the Company's business, exercise any and all rights, powers, privileges and other incidents of ownership or possession with respect to the Company's investments, properties and funds and enter into all agreements and give all certifications relating thereto.

(b) Financial Decisions: Pay Expenses. Make all financial and accounting determinations and decisions of the Company, pay out of the funds of the Company any Company Expenses incurred by the Company, open, maintain and close bank accounts, draw checks or other orders for the payment of such expenses and invest cash held by the Company.

(c) Employ Advisors: Delegate. (i) Employ or consult brokers, custodians, investment bankers, financial advisors, appraisers, consultants, accountants, attorneys or specialists in any field of endeavor whatsoever, including, without limitation, Persons or firms that may be Affiliates of a Manager, and (ii) authorize any officer, employee or other agent of the Company or a Manager to act for and on behalf of the Company and the Board, directly or as nominee, as to the foregoing and all matters pertaining thereto.

(d) Enter Into Contracts. Enter into, make and perform all contracts, agreements and other undertakings as may be determined by the Board, in its discretion, to be necessary, advisable or incident to the carrying out of the foregoing purposes and powers, the execution thereof by the Board to be conclusive evidence of such determination.

(e) Issue Membership Interests or Borrow Funds. Subject to the provisions of Section 6.01, issue additional Membership Interests, or options, warrants or other rights to acquire Membership Interests and borrow funds from Members and other third parties.

(f) Employment Arrangements. Enter into, make and perform agreements with officers and employees of the Company, including, without limitation, option agreements to acquire Membership Interests, stock appreciation rights agreements relating to the value of the Membership Interests and other similar employee benefit or incentive agreements.

(g) Sue and Be Sued. Sue and be sued, to prosecute, settle or compromise all claims against third parties, to compromise, settle and consent to, or accept judgment with respect to, claims against the Company, and to execute all documents and make all representations, admissions and waivers in connection therewith and to make all payments in connection therewith.

(h) Governmental Documents. Execute and file with the appropriate governmental authorities all certificates, documents or other instruments of any kind or character which the Board, as an authorized person within the meaning of the Act, in its discretion determines to be necessary or appropriate in connection with the business of the Company, the execution thereof by the Board to be conclusive evidence of such

determination.

(i) Powers of Attorney. Authorize one or more persons, individually or collectively, as attorney-in-fact, to act for and on behalf of the Company and/or the Board with authority to take any and all actions on behalf of the Company and/or the Board that the Board could take, including, without limitation, the execution and delivery of any and all documents and agreements for and on behalf of the Company. Such authorization of any attorney-in-fact may be in any form as the Board authorizing the same may determine.

Section 4.03. Limitation on Authority. Without the prior written consent of a Class A Super-Majority in Interest, the Board shall not authorize or engage in, or permit the Company to engage in, any of the actions set forth below.

(a) Action Outside of Authority. Engage in any actions contrary to the Company Purpose.

(b) Act in Contravention of Agreement. Engage in any act in contravention of this Agreement.

(c) Change Status of the Company. Change the tax status of the Company from an entity taxed as a "partnership" or as a disregarded entity (as the case may be) or register the Company as an "investment company" under the 1940 Act.

(d) Affiliate Transactions. Except for the issuance of Membership Interests in accordance with the provisions of Sections 6.01 hereof, enter into any transaction with an Affiliate of the Company, any Member or any Manager.

(e) Merger or Consolidation. Authorize or engage in the sale of the Company (whether by merger, consolidation, reorganization, recapitalization, sale of all or substantially all of the Company's assets or sale of a majority of the outstanding Membership Interests).

(f) Membership Interests. Issue any Membership Interests (other than the Initial Membership Interests set forth on Schedule I hereto) or repurchase, redeem or cancel any Membership Interests.

(g) New Members. Admit any new Members to the Company.

(h) Liens. Create, incur, assume or suffer to exist any lien, claim or encumbrance upon or with respect to any of the Company's assets.

(i) Borrow or Lend Money. Create, incur, assume or suffer to exist any indebtedness of the Company, or make any loan to any other Person.

(j) Investments. Make any investment in any Person.

(k) Sale of Assets. Transfer any of the Company's assets now owned or hereafter

acquired.

(l) Certain Agreements. Enter into any agreement, arrangement or understanding that would prevent the Company from making distributions of Cash Available for Distribution to the Members as provided in this Agreement.

(m) Bankruptcy. File a voluntary petition in bankruptcy, or file any petition or answer seeking any reorganization, arrangement, composition, adjustment, liquidation, dissolution or similar relief pursuant to present or any future federal bankruptcy laws or other applicable federal, state or other statute, law or regulation, or seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of it or of all or any substantial part of its properties.

Section 4.04. Number, Election, Removal and Meetings of Managers.

(a) Number of Managers. The Board shall consist of up to five managers (each, a "Manager", and collectively, the "Managers"). Initially, the Board shall be comprised of one Manager: Lynn Tilton. Each of the Managers shall be a "manager" of the Company as contemplated by the Act. Each Manager shall hold office until his or her successor shall have been elected and qualified or until his or her death, resignation or removal.

(b) Appointment of Managers. The Managers shall be appointed by a Class A Super-Majority in Interest in its sole discretion; provided that the Board shall appoint the Chief Executive Officer of the Company as a Manager.

(c) Removal and Resignation of Managers: Vacancies on the Board.

(i) Removal of Managers. A Class A Super-Majority in Interest may remove any or all of the Managers from the Board at any time with or without cause. The Chief Executive Officer appointed by the Board as a Manager shall automatically be removed as Manager upon his or her ceasing to serve as Chief Executive Officer of the Company for any reason.

(ii) Resignation. A Manager may resign from the Board at any time by providing written notice of such resignation to all of the Members. The resignation shall take effect 30 days (or such shorter period of time as the other Managers shall agree) after the date the Manager delivers such written notice to all of the Members, or at a later date stated in the notice of resignation.

(iii) Vacancies. At any time that the Board is comprised of one Manager, a vacancy in the Board shall be deemed to exist in the event of the death, incapacitation, resignation or removal of such Manager. A vacancy in the Board shall be filled in accordance with the provisions of Section 4.04(b) above.

(d) Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by all of the Managers (which consent may be signed in counterparts).

Section 4.05. Commitment of Managers; Duties; Delegation; Other Activities of Managers and Members.

(a) Commitment. Each Manager shall devote only so much of his or her time to the affairs of the Company as in the sole judgment of such Manager the conduct of the business of the Company shall reasonably require.

(b) No Duties of the Managers. The Managers shall not owe or have any fiduciary or other duty to the Company or any of the Members.

(c) Delegation of Duties. Notwithstanding any provision to the contrary contained in this Agreement, each Manager shall have the power and authority to delegate to one or more other Persons such Manager's rights and powers to manage and control the business and affairs of the Company, including, without limitation, delegation to agents and employees of such Manager, and delegation by a management agreement or other agreement with, or otherwise to, other Persons. Such delegation by a Manager shall not cause the Manager to cease to be a Manager of the Company.

(d) Managers Not Liable. The Managers shall not be liable for the return of the Capital Contributions of the Members.

(e) Manager Activities. The Members agree and understand that the Managers, their Representatives and their respective Affiliates, will be engaging in numerous other business activities. The Managers (other than the Chief Executive Officer of the Company appointed as a Manager), their Representatives and their respective Affiliates may engage in or own an interest in any other business, investment or profession of any kind and description, whether or not in direct or indirect competition with the Company, and neither the Company nor any Member shall have any rights by virtue of this Agreement in or to any of such businesses, professions or investments, or in or to any income or profit derived therefrom.

(f) Member Activities. The Members and the Managers agree and understand that the Members, their Representatives and their respective Affiliates, will be engaging in numerous other business activities. The Members (other than the Chief Executive Officer of the Company, if a Member), their Representatives, and their respective Affiliates may engage in or own an interest in any other business, investment or profession of any kind and description, whether or not in direct or indirect competition with the Company, and neither the Company and neither the Company nor any Member shall have any rights by virtue of this Agreement in or to any of such businesses, professions or investments, or in or to any income or profit derived therefrom.

Section 4.06. Exculpation.

(a) No Liability. None of the Managers or the Officers, their Representatives, the Representatives of the Company nor their Affiliates shall be liable to any Member or the Company for mistakes of judgment or for any action or inaction in connection with the business conducted by the Company unless such action or inaction constitutes gross negligence, fraud or willful misconduct of such Person. The Managers and the Officers, their Representatives, the Representatives of the Company and their Affiliates may consult with counsel, accountants and

other advisers to the Company in respect of Company affairs and be fully protected and justified in any action or inaction which is taken in accordance with the advice or opinion of such counsel, accountants or other advisers, provided that they shall have been selected with reasonable care.

(b) Limitations on Exculpation. Notwithstanding any of the foregoing to the contrary, the provisions of this Section shall not be construed so as to relieve (or attempt to relieve) the Managers and the Officers, their Representatives, the Representatives of the Company and their Affiliates of any liability, to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law, but shall be construed so as to effectuate the provisions of this Section to the fullest extent permitted by law.

Section 4.07. Indemnification.

(a) Indemnification. To the fullest extent permitted by law, the Company shall indemnify and hold harmless the Managers and the Officers, their Representatives and their Affiliates (each such Person being an "Indemnified Party") from and against any liabilities, obligations, losses, damages, costs, expenses, claims, penalties, interest or disbursements of any kind, suffered or sustained by an Indemnified Party by reason of the fact that such person is or was a Manager or an Officer, one of its Representatives or one of their Affiliates, including, without limitation, any judgment, settlement, reasonable attorney's fees and other costs or expenses incurred in connection with the defense of any actual or threatened action or proceeding.

(b) Advancement of Funds. The Company shall advance to the Indemnified Party reasonable attorneys' fees and other costs and expenses incurred in connection with the defense of any action or proceeding which arises out of such conduct. Each Indemnified Party hereby agrees, that in the event such person receives any such advance, such Indemnified Party shall reimburse the Company for such fees, costs and expenses to the extent that it shall be determined that such person was not entitled to indemnification under this Section.

(c) Indemnification Provisions Not Exclusive. The indemnification provided by this Section shall not be deemed to be exclusive of any other rights to which each Indemnified Party may be entitled under any agreement, or as a matter of law, or otherwise, both as to action in such Indemnified Party's official capacity and to action in another capacity, and shall continue as to such Indemnified Party who has ceased to have an official capacity for acts or omissions during such official capacity or otherwise when acting at the request of a Manager or an Officer and shall inure to the benefit of the heirs, successors and administrators of such Indemnified Party.

(d) No Indemnification in Violation of Law. Notwithstanding any of the foregoing to the contrary, the provisions of this Section shall not be construed so as to provide for the indemnification of an Indemnified Party for any liability when such indemnification would be in violation of applicable law or when such liability may not be waived, modified or limited under applicable law, but shall be construed so as to effectuate the provisions of this Section to the fullest extent permitted by law.

Section 4.08. Company Expenses. The Company shall be responsible for all costs, expenses, fees and other amounts incurred by the Company, or by the Managers or the Officers on behalf of the Company, in connection with the formation of the Company, the operation of the Company and the dissolution and liquidation of the Company, including, without limitation, outside auditing and/or accounting, tax return preparation and legal, professional and consulting fees and expenses (such expenses and payments, collectively, the "Company Expenses").

Section 4.09. Officers.

(a) Number and Qualifications of Officers. The initial officers of the Company (the "Officers") shall be William Naples, Chief Financial Officer and Edward J. Wasilewski, Executive Vice President. The Board may also elect or appoint such other Officers, assistant Officers, and agents, including a Chairman of the Board, a Vice Chairman or Vice Chairmen of the Board, a President, a Chief Operating Officer, one or more Vice Presidents, a Treasurer, a Controller, a Secretary, Assistant Secretaries and Assistant Treasurers, as it may consider necessary. The Officers shall have those duties as are customarily possessed by officers of a Delaware corporation, except as such duties may be limited or expanded by the Board from time to time. Any number of offices may be held by the same person.

(b) Appointment and Removal of Officers.

(i) The Officers of the Company shall be appointed by the Board annually. Each Officer shall hold office until his or her successor shall have been duly elected and qualified or until his or her earlier death, resignation or removal.

(ii) Any Officer or agent appointed by the Board may be removed at any time by the Board, with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an Officer or agent shall not in itself create contract rights.

(iii) Any Officer may resign at any time, subject to any rights or obligations under any existing contracts between the Officer and the Company, by giving written notice to the Company. An Officer's resignation shall take effect at the time stated therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in any office by death, resignation, removal or otherwise shall be filled by the Board for the unexpired portion of the term.

(c) Salaries. The salaries of the Officers shall be as fixed from time to time by the Board and no Officer shall be prevented from receiving a salary by reason of the fact that he or she is also a Manager or Member of the Company.

ARTICLE V

The Members: Membership Interests

Section 5.01. Voting Rights of Members. Except (a) for the specific rights of the Class A Members to consent to certain actions of the Company and the Board to the extent provided in

Section 4.03 of this Agreement, (b) with respect to the right of the Class A Members to appoint, remove and replace Managers as set forth in Section 4.04, (c) with respect to the right of the Class A Members to consent to the issuance of additional Membership Interests and the admission of additional Members as set forth in Section 6.01, (d) as specifically authorized by the Board in writing, or (e) as may expressly be required by the Act, the Members shall have no right or authority to participate in the management of the Company, and shall have no right or authority to act on behalf of the Company in connection with any matter. Notwithstanding the foregoing, in no event shall the Class B Members be entitled to vote on any matter.

Section 5.02. Representations, Warranties and Covenants of the Members. Each Member, severally and not jointly and severally, with respect to itself only, represents and warrants to, and covenants with, the Board and the Company as follows:

(a) Existence and Power. Such Member (i) is either (A) an individual residing at the address for such individual set forth opposite such Member's name on the signature pages hereto or (B) an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and (ii) has either (A) full legal capacity and legal right or (B) all necessary power and authority to execute and deliver this Agreement.

(b) Authorization; Binding Effect. The execution and delivery by such Member of this Agreement, the performance by such Member of its obligations under this Agreement and the consummation of the transactions contemplated by this Agreement by such Member have been duly authorized by all necessary action on the part of such Member. This Agreement is the legal, valid and binding obligation of such Member enforceable against such Member in accordance with its terms, except that such enforcement (i) may be limited by bankruptcy, insolvency, moratorium or similar laws affecting creditors' rights generally and (ii) is subject to the availability of equitable remedies, as determined in the discretion of the court before which such a proceeding may be brought.

(c) Contravention. Neither the execution, delivery and performance of this Agreement by such Member nor the consummation of the transactions contemplated by this Agreement by such Member will (with or without notice or lapse of time or both) (i) in the case of a Member which is an entity, conflict with, violate or breach any provision of such Member's organizational or governing documents, (ii) conflict with, violate or breach any statute, law, regulation or rule by which such Member or any of its material properties may be bound or affected, or (iii) conflict with, breach or result in a default under, any material contract or agreement to which such Member is a party or by which such Member or any of its material properties may be bound or affected.

(d) No Registration Under Securities Act; No Transfers. Such Member understands and acknowledges that the Membership Interests are not being registered under the Securities Act, or any state securities laws, on the grounds that the issuance thereof is exempt under the Securities Act and such state securities laws as a transaction by an issuer not involving any public offering, and that reliance on such exemption is predicated in part on the representations by such Member herein. Such Member

understands that the Membership Interests cannot be sold unless they are subsequently registered under the Securities Act and applicable state securities laws or an exemption from such registration is available. In addition, such Member understands that it may not sell or otherwise transfer the Membership Interest without the consent of the Board, which may be withheld in its sole discretion.

(e) Securities Act Representations. Such Member is an accredited investor, as defined in Rule 501 promulgated under the Securities Act and has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Company. Such Member is acquiring the Membership Interests hereunder for investment, solely for such Member's own account and not with a view to, or for resale in connection with, the distribution or other disposition thereof in violation of applicable securities laws. The Membership Interests offered to such Member were not offered to such Member by way of general solicitation or general advertising. Such Member acknowledges that such Member's financial situation is such that it can afford to bear the economic risk of holding the Membership Interests for an indefinite period of time and suffer the complete loss of its investment in the Membership Interests.

(f) High Risk Investment. The business of the Company is speculative and involves a high degree of risk, including the risk of loss of such Member's investment. Neither the Company nor the Board have made any guarantee whatsoever and make no guarantee whatsoever as to the success or profitability of the Company. Such Member has not entered into this Agreement in consideration of or in reliance upon any such guarantee or similar representation.

(g) Review of Information. All documents, records and books pertaining to such Member's investment in the Company, and any additional information requested by such Member, have been made available for inspection by such Member and/or its advisers (collectively, the "Information"). Such Member and/or its advisers have had a reasonable opportunity to ask questions and all such questions have been answered to the full satisfaction of such Member. Such Member understands and acknowledges that neither the Company, the Board nor any of their Affiliates, accountants, counsel or other representatives makes or has made any representation or warranty, express or implied, as to the accuracy or completeness of the Information nor will any of them have any liability to such Member or its Affiliates relating to or resulting from the use of the Information or any errors therein or omissions therefrom. Such Member hereby agrees not to pursue any action, suit or proceeding against the Company, the Board or any of their Affiliates, accountants, counsel or other representatives arising from or relating to the provision of the Information to such Member.

(h) Sophisticated Investor. Such Member and/or its professional advisers have such knowledge and experience in financial, business and investment matters so as to enable him to utilize the information made available to him in connection with the investment to evaluate the merits and risks of the investment and to make an informed investment decision with respect thereto.

(i) No Reliance. Such Member has made its own independent evaluation of its investment in the Company and has not relied on the Company, the Board or any of their Affiliates, accountants, counsel or other representatives in connection with such Member's investment in the Company. Such Member understands that neither the Company, the Board nor any of their Affiliates, accountants, counsel or other representatives is acting as such Member's broker or advisor in connection with such Member's investment in the Company. Such Member is relying solely upon its own advisers and not upon the Company, the Board or any of their Affiliates, accountants, counsel or other representatives to evaluate an investment in the Company and/or with respect to tax or other economic considerations of such Member relating to this investment.

(j) No Distribution. Such Member has not and will not distribute this Agreement or the Information to anyone other than its professional advisers.

(k) 1940 Act Representations. (i) Such Member understands that the Company will not register as an investment company under the 1940 Act in reliance on an exemption from such registration set forth in Section 3(c)(1) of the 1940 Act, and that for purposes of the provisions of such Section 3(c)(1) does not presently propose to make a public offering of its securities within the United States, and that the Membership Interests may not be beneficially owned by more than 100 United States investors. Such Member was not formed for the purpose of investing in the Company.

(ii) Such Member will not count as more than one beneficial owner of the Membership Interests for purposes of Section 3(c)(1) of the 1940 Act. Such Member is not an investment company registered under the 1940 Act, nor is such Member controlled by an investment company registered under the 1940 Act.

(l) Information True, Correct and Complete; Continuing Representations and Warranties; Reliance by the Board and the Company. All information or documents furnished or to be furnished by such Member or its representatives or professionals to the Board or the Company, including without limitation, the representations and warranties made by such Member in this Article V (such information, documents, representations and warranties being referred to herein as the "Member Information"), are true, correct and complete in all respects as of the date of this Agreement and shall continue to be true, correct and complete in all respects at all times during which such Member is a member of the Company. Such Member shall immediately inform the Board and the Company if at any time any of such Member's Member Information ceases to be true, correct and complete in any respect. Such Member understands and agrees that the Board and the Company will rely on (i) such Member's covenant to immediately inform the Board and the Company if any of such Member's Member Information ceases to be true, correct and complete in all respects and (ii) the continuing accuracy of such Member's Member Information without re-confirming or re-certifying such accuracy with such Member.

(m) No Withholding. Such Member is entitled to receive any payments and distributions to be made to such Member under this Agreement without the withholding of any tax.

(n) No ERISA Funds. Such Member is not purchasing the Membership Interests for or on behalf of one or more employee benefit plans, or with funds which directly or indirectly constitute "plan assets" as defined in ERISA.

Section 5.03. Confidentiality.

(a) Confidentiality. Each Member agrees that such Member will not, and will cause its respective shareholders, partners, managers, members, directors, officers, employees, agents, counsel, accountants, advisors, Affiliates and other representatives not to, directly or indirectly, disclose, reveal, divulge, publish or otherwise make known to any Person any Confidential Information for any reason or purpose whatsoever, other than disclosures to such Member's directors, officers, employees, agents, counsel, accountants, and other authorized representatives who need to know such information and are advised of the confidential nature of the Confidential Information, and will not use any Confidential Information for any reason or purpose whatsoever, except, in the case of a Member that is an officer, director or employee of the Company or one of its Subsidiaries, for the performance of such Member's duties to the Company or such Subsidiary. This obligation shall survive termination of the Member's status as a Member of the Company.

(b) Permitted Disclosure. (i) Notwithstanding the provisions of Section 5.03(a) above, if any Member is required to disclose any Confidential Information pursuant to applicable law or a subpoena or court order by a court of competent jurisdiction, such Member will promptly notify the Company of any such requirement so that the Company may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. Such Member will reasonably cooperate with the Company to obtain such a protective order or other remedy. If such order or other remedy is not obtained, or the Company waives compliance with the provisions of this Agreement, such Member will disclose only that portion of the Confidential Information which it is advised by counsel that it is legally required to so disclose.

(ii) Notwithstanding the provisions of Section 5.03(a) above, a Member shall not be prohibited from disclosing any Confidential Information to any potential transferee of the Member's Membership Interests so long as (A) the Member provides reasonable notice of such disclosure to the Company prior to such disclosure and (B) the potential transferee agrees to be bound by the provisions of this Section.

Section 5.04. Classes of Membership Interests. The Company shall be authorized to issue two different classes of Membership Interests: (a) class A limited liability company interests ("Class A Interests"); and (b) class B limited liability company interests ("Class B Interests"). The Company may issue an unlimited number of Class A Interests and an unlimited number of Class B Interests. Each class of Membership Interests shall have the rights, preferences, privileges and restrictions set forth in this Agreement.

ARTICLE VI

Admission and Withdrawals of Members; Transfers of Membership Interests

Section 6.01. Issuance of Additional Membership Interests; Admission of Additional Members. The Board may from time to time cause the Company to issue additional Membership Interests, and admit the Persons to whom such Membership Interests are issued as members of the Company (and in such case may amend Schedule I accordingly), in each case, with the consent of a Class A Super-Majority in Interest.

Section 6.02. Withdrawals of Members. No Member may withdraw from the Company except upon dissolution of the Company as provided in Section 7.01.

Section 6.03. Transfers of Membership Interests.

(a) Conditions to Transfers. Except as otherwise provided in Section 6.03(b) below, no Class A Interests (or portion thereof) or any interest therein (any such interest being the "Transferred Interest") may be Transferred unless such Transfer satisfies all of the following conditions (unless such conditions shall be waived by the Board in its sole and absolute discretion):

(i) the Board shall have given its prior written consent (which may be withheld in its sole and absolute discretion) to the Transfer;

(ii) except for Transfers pursuant to an effective registration statement under the Securities Act, (A) the Company is, within 15 calendar days prior to any such Transfer, furnished a written notice of the name and address of such transferee (the "Transferee") and the Membership Interests being Transferred and (B) such Transferee shall have evidenced the Transferee's consent and agreement to be bound by all of the terms and provisions of this Agreement, including, without limitation, making the representations and warranties set forth in Section 5.02, by executing and acknowledging a counterpart of an amendment to this Agreement and/or such other agreement to that effect as the Board may require which shall appropriately reflect such Transferee's admission to the Company and such other documents as may reasonably be required by the Board;

(iii) such Transfer is in compliance with all of the requirements of the Securities Act and all other applicable securities laws, each Member recognizing that none of the Membership Interests have been registered under Federal or state securities laws;

(iv) such Transfer (A) does not result in the Company being treated as an association taxable as a corporation, and (B) is not effected through an "established securities market" or a "secondary market (or the substantial equivalent thereof)", within the meaning of Section 7704 of the Code;

(v) such Transfer does not result in the Company becoming an investment company under the 1940 Act;

(vi) the Transferee is not purchasing the Transferred Interest for or on behalf of one or more employee benefit plans, or with funds, which directly or indirectly constitute "plan assets" as defined in ERISA; and

(vii) the Member transferring the Transferred Interest shall have paid all of the Company's costs and expenses, including, without limitation, legal fees and disbursements, in connection with such Transfer and the admission of the Transferee as a Member.

(b) Permitted Transfers and Assignments. Notwithstanding the provisions of Section 6.03(a) of this Agreement, each Class A Member may Transfer, with or without consideration, any Class A Interests to any Person without obtaining the consent of the Board.

(c) Restrictions on the Class B Members' Ability to Transfer. Notwithstanding any provision of this Agreement to the contrary, no Class B Member may Transfer any Class B Interests except for (i) Transfers to the Company, (ii) Transfers pursuant to Section 6.05, (iii) Transfers pursuant to Section 6.04, and (iv) subject to the satisfaction of the conditions set forth in clauses (ii) through (vii) of Section 6.03(a), Transfers to such Class B Member's Permitted Transferees.

(d) Transferees Bound; Admission of Substitute Members; Other Transfers Void. (i) The Transferee shall be bound to the same extent as a Member hereunder in making a Transfer of such Transferee's interest in the Company.

(ii) The admission of a Transferee as a Member shall only take place when the Board has determined that each of the conditions in this Section 6.03 has been satisfied and has entered the name of such Transferee as a member of the Company on the books and records of the Company. In the event of a Transfer of all of a Member's Membership Interests, the Member making such Transfer shall not cease to be a member of the Company until such Transferee has been admitted to the Company as a member of the Company. A Transfer of a Member's entire Interest shall not result in such Member ceasing to be member of the Company except in accordance with the provisions of this Section 6.03.

(iii) Any Transfer or attempted Transfer of a Transferred Interest made in violation of the provisions of Section 6.03 of this Agreement shall be null and void ab initio and of no force or effect.

Section 6.04. Approved Sales.

(a) Approved Sale Notice. In the event that a Class A Super-Majority in Interest notifies the Company in writing that they wish to either (i) Transfer all of their Membership Interests to a Person other than an Affiliate of such Members, or (ii) cause the Company to be sold (whether by merger, consolidation or other business combination or asset sale) to a Person other than an Affiliate of such Members (an event referred to in clause (i) or (ii) above being an "Approved Sale"), in either case, the Company shall promptly (but in any event within 5 calendar days) after such approval or receipt of such notice deliver to each of the Members a written notice (such written notice being an "Approved Sale Notice") stating (i) that an Approved Sale has been

approved or is proposed, (ii) the type of Approved Sale that has been approved or is proposed and a brief description thereof including the material terms and conditions upon which the proposed Approved Sale is to be made, (iii) the identity (including the name and address) of the prospective transferee in the Approved Sale and (iv) the type and amount of consideration to be paid in connection with such Approved Sale. The Approved Sale Notice shall also include a copy of any written proposal, term sheet or letter of intent or other agreement relating to the Approved Sale.

(b) Agreements by the Members. In connection with any such Approved Sale, each of the Members agrees that such Member will, and will cause its Permitted Transferees to, (i) vote all of its Membership Interests in favor of the Approved Sale described in the Approved Sale Notice and (ii) if a Transfer of Membership Interests is part of such Approved Sale, Transfer all of their Membership Interests in such Approved Sale on the terms and conditions set forth in the Approved Sale Notice.

(c) Documentation. In connection with any such Approved Sale, each Member agrees to enter into and deliver a purchase and sale agreement for the benefit of the prospective transferee or transferees, which purchase and sale agreement will contain standard and customary representations, warranties, covenants and indemnities by the Members for the benefit of such prospective transferee or transferees; provided, however, that such representations, warranties, covenants and indemnities shall be substantially similar to those made by all of the other Members for the benefit of the prospective transferee or transferees.

Section 6.05. Repurchase of Class B Interests.

(a) Repurchase Upon Termination. Upon the termination of a Class B Member's employment with the Company for any reason, the Company shall have the right, exercisable within 60 days after the later to occur of (A) the date of such termination, and (B) the final resolution of any disputes relating to such termination, to elect to repurchase any or all of such Class B Member's Membership Interests, for a price per Membership Interest equal to:

(i) in the event of a termination of employment for Cause or due to such Class B Member's voluntary termination, the amount actually paid by such Class B Member to the Company for such Membership Interest; and

(ii) in all other cases, an amount equal to the Fair Market Value of the Class B Interests as of the date of such termination.

(b) Right to Assign. In the event that the Company is unable to repurchase the Class B Interests as provided above (whether due to contractual, legal or other restrictions), the Company may assign the Company's right to purchase the Class B Interests pursuant to Section 6.05(a) above to any of its Affiliates, in which case such Affiliate will have the right to purchase the Class B Interests pursuant to Section 6.05(a) above.

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ARTICLE VII

Duration and Termination of Company

Section 7.01. Term. The Company shall have perpetual existence; provided, however, that the Company shall be dissolved and its affairs wound up upon the earliest to occur of the following:

- (a) the decision of the Board to dissolve the Company;
 - (b) the disposition by the Company of all of its material assets;
 - (c) the entry of a decree of judicial dissolution under Section 18-802 of the Act;
- or
- (d) the conversion of the Company into a "C" corporation in accordance with the provisions of Section 7.03.

Section 7.02. Liquidation and Dissolution of the Company.

(a) Priority of Distributions. Upon the liquidation, dissolution or winding up of the Company as provided in Section 7.01, the Board (or its designee), shall (x) liquidate the Company's assets and wind up its affairs and (y) out of Company assets, shall pay first the expenses of winding up, liquidation and dissolution of the Company, and thereafter all of the remaining assets of the Company shall be distributed in accordance with the provisions of Section 3.03(b).

(b) Timely Dissolution. A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Board to minimize the normal losses attendant upon liquidation.

(c) Cancellation of Certificate. Upon the completion of the liquidation, dissolution and winding up of the Company, the Board shall cancel the Company's Certificate of Formation in the manner required by the Act.

Section 7.03. Conversion to a "C" Corporation.

(a) Decision to Convert. Notwithstanding any provision of this Agreement to the contrary, upon the decision of the Board in contemplation of an initial public offering, the Company shall convert into a "C" corporation by (i) merging with a "C" corporation, (ii) having all of the Members contribute their Membership Interests to a "C" corporation in exchange for shares of such "C" corporation's stock, or (iii) any other method acceptable to the Board.

(b) Effect on Provisions of this Agreement. In the event of the conversion of the Company into a "C" Corporation as provided above, (i) each of the outstanding Membership Interests, rights, warrants, options, convertible securities and any other equity securities of the Company shall be converted or exchanged, as the case may be, into substantially equivalent equity securities, warrants, options and convertible securities of the successor "C" corporation

Section 8.01. Filing of Tax Returns. The Board shall cause the Company to pay all taxes owed by it and shall prepare and file, or cause the accountants of the Company to prepare and file, a Federal information tax return in compliance with Section 6031 of the Code and any required state and local income tax and information returns for each tax year of the Company.

Section 8.02. Tax Matters Partner.

(a) Tax Matters Partner. Zohar CDO 2003-1, Limited shall be designated on the Company's annual federal information tax return as the Tax Matters Partner of the Company for the purposes of Section 6231(a)(7) of the Code.

(b) Pass-Thru Members. Each Person (for purposes of this Section 8.02, called a "Pass-Thru Member") that holds or controls an interest as a Member on behalf of, or for the benefit of another Person, or which Pass-Thru Member is beneficially owned (directly or indirectly) by another Person shall, within 30 calendar days following receipt from the Tax Matters Partner of any notice, demand, request for information or similar document, convey such notice or other document in writing to all holders of beneficial interests in the Company holding such interests through such Pass-Thru Member.

(c) Audits and Other Proceedings. In the event the Company shall be the subject of an income tax audit or other similar proceedings by any federal, state or local authority, to the extent the Company is treated as an entity for purposes of such audit or proceeding, including administrative settlement and judicial review, the Tax Matters Partner shall be authorized to act for and its decision shall be final and binding upon, the Company and each Member thereof.

Section 8.03. Annual Reports.

(a) Annual Reports. Subject to the provisions of Section 8.03(b) below, the Company shall deliver to each Member, within 90 calendar days after the end of each Fiscal Year, or as soon thereafter as practicable, a report setting forth in sufficient detail such information as shall enable the Members or former Members to prepare their federal income tax return in accordance with the laws, rules and regulations then prevailing, including, without limitation, Company K-1's.

(b) Acknowledgment of Timeliness. The Members acknowledge that they have been informed that the Company may not be able to deliver financial statements and Schedule K-1 to the Company's Federal income tax return prior to the time the Members are required to file their

Federal income tax returns. The Members understand that they may be required to obtain one or more extensions of the time to file their Federal, state and local income tax returns.

ARTICLE IX

Power of Attorney

Section 9.01. Power of Attorney.

(a) Power of Attorney. Each of the Members hereby irrevocably appoints each of the Managers, and each of the Managers' managers, members, officers and directors, with full power of substitution as his true and lawful representative and attorney-in-fact, in his name, place and stead to make, execute, sign, acknowledge, swear to, deliver, record and file:

(i) any and all amendments to the Company's Certificate of Formation as now or hereafter amended, and such other certificates, instruments, or documents, that may be appropriate or required to:

(A) reflect a change of the name or the location of the principal place of business of the Company or of the name or address of any Member;

(B) reflect a Person becoming an additional or substituted member of the Company or the withdrawal of a Member of the Company pursuant to Section 6.03;

(C) reflect any change in or amendment of this Agreement in accordance with the terms of this Agreement; and

(D) cure or correct any mistake, defect or ambiguity in this Agreement.

(ii) Such certificates, instruments and documents as may be required by, or may be appropriate under, the laws of any state or other jurisdiction in which the Company is doing business in connection with a qualification to do business and with the use of the name of the Company by the Company.

(iii) Any other certificate or instrument which may be required to be filed by the Company under the laws of the State of Delaware, or which the Board deems advisable to file, and/or any and all amendments thereto or modifications thereof.

(iv) All documents which may be required to effectuate the liquidation, dissolution and winding up of the Company.

(v) To take any other or further action, including furnishing verified copies of this Agreement and/or excerpts therefrom, which said attorney-in-fact shall consider necessary or convenient in connection with any of the foregoing.

(b) Coupled with an Interest. Each of the Members hereby gives said attorney-in-fact full power and authority to do and to perform each and every act and thing whatsoever requisite

and necessary to be done in and about the foregoing as fully as each Member might or could do if personally present, and hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by virtue hereof, it being expressly understood and intended by each Member that the grant of the foregoing power of attorney:

(i) Is a special power of attorney coupled with an interest and that the foregoing power of attorney shall not be affected by the subsequent disability or incapacity of the grantor and shall survive the dissolution of the grantor thereof.

(ii) Shall survive the Transfer by a Member of the whole or any portion of its Membership Interests, except that, where the Transferee thereof has been approved by the Board for admission to the Company as a substituted member, the power of attorney shall survive the Transfer for the sole purpose of enabling each Manager to execute, acknowledge and file any instruments necessary to effect such substitution.

ARTICLE X

Miscellaneous

Section 10.01. Notices. All notices, requests, demands and other communications to any party or given under this Agreement will be in writing and delivered personally, by overnight delivery or courier, by registered mail or by telecopier (with confirmation received) to the parties at the address or telecopy number specified for such parties on the signature pages hereto (or at such other address or telecopy number as may be specified by a party in writing given at least five business days prior thereto). All notices, requests, demands and other communications will be deemed delivered when actually received.

Section 10.02. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, and by different parties hereto in separate counterparts, each of which when executed will be deemed an original, but all of which taken together will constitute one and the same instrument.

Section 10.03. Modification or Amendment of Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by (a) a majority of the Managers, and (b) a Class A Super-Majority in Interest; provided, however, that any modification or amendment of this Agreement which materially and adversely affects the Class B Members in a manner which is materially worse than the effect on any other Member shall not be effective without the consent of such Class B Members; provided, further, however, that a Member may waive any or all of such Member's rights hereunder without obtaining the consent of the Company or any other Member.

Section 10.04. Successors and Assigns. This Agreement will be binding upon and inures to the benefit of and is enforceable by the respective successors and permitted assigns of the parties hereto.

Section 10.05. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the state of Delaware applicable to contracts executed in and to be performed entirely within that state, without reference to conflicts of laws provisions.

Section 10.06. Integration. This Agreement contains and constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements and understandings, whether written or oral, of the parties hereto.

Section 10.07. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 10.08. Interpretation. As used in this Agreement, references to the singular will include the plural and vice versa and references to the masculine gender will include the feminine and neuter genders and vice versa, as appropriate. Unless otherwise expressly provided in this Agreement (a) the words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement and (b) article, section, subsection, schedule and exhibit references are references with respect to this Agreement unless otherwise specified. Unless the context otherwise requires, the term "including" will mean "including, without limitation." The headings in this Agreement are included for convenience of reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 10.09. Ambiguities. This Agreement was negotiated between legal counsel for the parties and any ambiguity in this Agreement shall not be construed against the party who drafted this Agreement.

Section 10.10. Further Assurances. In order to (a) carry out more effectively the purposes of this Agreement, (b) enable the parties to exercise and enforce their rights and remedies hereunder, promptly upon the reasonable request by any party hereto, the Company and the Members shall (with the expenses paid by the party responsible as provided in this Agreement) shall (i) correct any defect or error that may be discovered in this Agreement or in the execution, delivery, acknowledgment or recordation of this Agreement and (ii) execute, acknowledge, deliver, record, file and register, any and all such further acts, conveyances, assignments, notices of assignment, transfers, certificates, assurances and other instruments, in each case, as such requesting party may require from time to time.

Section 10.11. No Waiver Remedies. No failure or delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of the right, power or privilege. A single or partial exercise of any right, power or privilege will not preclude any other

or further exercise of the right, power or privilege or the exercise of any other right, power or privilege.

Section 10.12. Submission to Jurisdiction. Each of the Company, the Board and the Members hereby (a) agrees that any action, lawsuit or proceeding with respect to this Agreement may be brought only in the courts of the State of New York or of the United States of America for the Southern District of New York, (b) accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of such courts, (c) irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action, lawsuit or proceeding in those jurisdictions, and (d) irrevocably consents to the service of process of any of the courts referred to above in any action, lawsuit or proceeding by the mailing of copies of the process to the parties hereto as provided in Section 10.01. Service effected as provided in this manner will become effective ten calendar days after the mailing of the process.

Section 10.13. Waiver of Jury Trial. EACH OF THE COMPANY, THE BOARD AND THE MEMBERS HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, LAWSUIT OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHT UNDER THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR TO BE DELIVERED IN CONNECTION WITH THIS AGREEMENT AND AGREES THAT ANY ACTION, LAWSUIT OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

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PATRIARCH PARTNERS

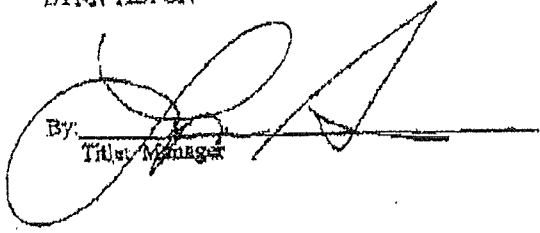
PAGE 02/03

In witness whereof, the undersigned have executed this Agreement as of the date first set forth above.

MANAGER:

Address/Telephone:
c/o Patriarch Partners, LLC
40 Wall Street
New York, New York 10005

LYNN TILTON

By: 
Title: Manager

NY 124162.2/1378-00017

CLASS A MEMBERS:

Address/Telephone:
c/o Patriarch Partners VIII, LLC
112 South Tryon Street, Suite 700
Charlotte, North Carolina 28284
Attention: Leah Yackel
Telephone: (704) 227-1211
Telecopier: (704) 227-7139

Address/Telephone:
c/o Patriarch Partners III, LLC
112 South Tryon Street, Suite 700
Charlotte, North Carolina 28284
Attention: Leah Yackel
Telephone: (704) 227-1211
Telecopier: (704) 227-7139

ZOHAR CDO 2003-1, LIMITED

By: Patriarch Partners VIII, LLC,
its Collateral Manager

By: _____
Name: Lynn Tilton
Title: Manager

AIP-ES, INC..

By: _____
Name: Lynn Tilton
Title: President

CLASS B MEMBERS:Address/Telephone:

Attention: _____

Facsimile No.: _____

(MANAGEMENT)

By: _____
Name: _____
Title: _____

FIRST AMENDMENT TO
LIMITED LIABILITY COMPANY AGREEMENT
OF
PATRIARCH RMC ACQUISITION, LLC
(t/b/k/a REMCO MAINTENANCE, LLC)

Effective as of April 1, 2005

In accordance with Section 10.03 of the Limited Liability Company Agreement of Patriarch RMC Acquisition, LLC dated as of November 29, 2004 (the "Agreement"), the undersigned do hereby amend the Agreement as follows:

1. Schedule I to the Agreement is hereby amended to read in its entirety as follows:

"SCHEDULE I
to
LIMITED LIABILITY COMPANY AGREEMENT

Class A Members:

<u>Member</u>	<u>Common Percentage</u>	<u>Class A Percentage</u>	<u>Class A Interests</u>
Zohar CDO 2003-1, Limited	67.25342%	72.70640%	727.0640
AIP-ES, Inc.	25.24658%	27.29360%	272.9360
Total	92.5%	100%	1000

Class B Members:

<u>Member</u>	<u>Common Percentage</u>	<u>Class B Interests</u>
Raymond G. Saleeby*	7.5%	81.081

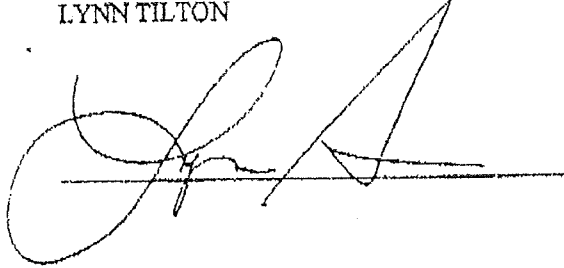
* Subject to vesting per employment agreement"

In witness whereof, the undersigned have executed this Amendment as of the date first set forth above.

MANAGER:

Address/Telephone:
c/o Patriarch Partners, LLC
40 Wall Street
New York, New York 10005

LYNN TILTON

A handwritten signature in black ink, appearing to be 'Lynn Tilton', written over a horizontal line.

CLASS A MEMBERS:

Address/Telephone:
 c/o Patriarch Partners VIII, LLC
 112 South Tryon Street, Suite 700
 Charlotte, North Carolina 28284
 Attention: Leah Yackel
 Telephone: (704) 227-1211
 Telecopier: (704) 227-7139

ZOHAR CDO 2003-1, LIMITED

By: Patriarch Partners VIII, LLC,
 its Collateral Manager

By: 

Name: Lynn Tilton
 Title: Manager

Address/Telephone:
 c/o Patriarch Partners VIII, LLC
 112 South Tryon Street, Suite 700
 Charlotte, North Carolina 28284
 Attention: Leah Yackel
 Telephone: (704) 227-1211
 Telecopier: (704) 227-7139

AIR-ES, INC.,

By: 

Name: Lynn Tilton
 Title: President

CLASS B MEMBER:

Raymond G. Saleeby

**Richards Spears
Kibbe & Orbe LLP**



One World Financial Center New York, NY 10281-1003
212.530.1800 fax 212.530.1801 www.rsko.com

Facsimile

Direct Dial 212.530.1846
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	NAME	FAX	PHONE
1.	Gary Hanah	212-267-7299	212-267-2073

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DATE: MAY 18, 2005

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**Richards Spears
Kibbe & Orbe LLP**



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FROM: MICHAEL FRIEDMAN

DATE: MAY 18, 2005

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