

**EXHIBIT D**  
(Intercreditor Agreement)

## SUBORDINATION AND INTERCREDITOR AGREEMENT

THIS SUBORDINATION AND INTERCREDITOR AGREEMENT dated as of December 20, 2010 (this "Agreement") is entered into among BELL VENTURES, LLC, a Missouri limited liability company, USA TANK SALES & ERECTION COMPANY INC., a Missouri corporation, M & W TANK CONSTRUCTION CO., a Louisiana corporation, TOTAL TANKS, LLC, a Texas limited liability company, and DEEP CREEK ENGINEERING, LLC, a Missouri limited liability company (sometimes hereinafter referred to herein, individually and collectively, as (the "Company"), THE PRIVATEBANK AND TRUST COMPANY, as Administrative Agent (the "Senior Agent") for itself and the other Senior Lenders (as hereinafter defined) and EAGLE FUND II, L.P. a Missouri limited partnership (together with its successors and assigns, "Subordinated Lender").

### RECITALS

A The Senior Agent, The PrivateBank and Trust Company, as "Lender" (together with the successors and assigns thereof, and any Replacement Senior Lender (as defined herein), "Senior Lenders") and the Company have entered into a Loan and Security Agreement, dated as of the date hereof (as from time to time amended, modified, extended, renewed, refinanced or restated to the extent permitted by the terms of this Agreement, the "Credit Agreement"), together with the other Loan Documents (as defined in the Credit Agreement) whereby the Senior Lenders have made and shall make available to the Company certain loans and other financial accommodations therein set forth. All of the Company's obligations under the Senior Loan Documents (as hereinafter defined) are secured by assignments of and security interests in substantially all of the now or hereafter acquired assets of the Company and its Subsidiaries, all as more fully set forth in the Loan Documents.

B The Company has issued one or more promissory note(s) in the aggregate principal amount of \$6,000,000.00 (individually and/or collectively, the "Subordinated Notes") in favor of the Subordinated Lender dated as of the date hereof (such Subordinated Notes, together with all other documents or instruments executed in connection therewith, including the Note Purchase Agreement dated as of the date hereof among the Company and the Subordinated Lender (the "Subordinated Note Agreement") and all guarantees and other documents or instruments executed in connection therewith (as from time to time modified, extended, renewed, refinanced or restated to the extent permitted by the terms of this Agreement, collectively the "Subordinated Documents"). All of the Company's obligations under the Subordinated Documents are secured by second priority assignments of and security interests in substantially all of the now or hereafter acquired assets of the Company and its Subsidiaries, all as more fully set forth in the Subordinated Documents.

C As a condition of the financing accommodations under the Senior Loan Documents, the parties hereto are required to enter into this Agreement to establish the relative rights and priorities of the Senior Agent, the Senior Lenders and the Subordinated Lender under the Senior Loan Documents and the Subordinated Documents.

D The Subordinated Lender will benefit from the financing accommodations made by the Senior Lenders under the Credit Agreement and the other Loan Documents. The

Subordinated Lender and the Company desire to enter into this Agreement in order to induce the Senior Lenders to enter into the Credit Agreement. The Subordinated Lender acknowledges that the Senior Lenders would not enter into the Senior Loan Documents but for the execution of this Agreement.

In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Definitions. Except as otherwise provided herein, all capitalized terms used in this Agreement shall have the meanings ascribed to such terms in the Credit Agreement, provided that the following terms shall have the meanings set forth below:

"Bankruptcy Code" means Title 11 of the United States Code (11 U.S.C. § 101 et. seq.) or any replacement or supplemental federal statute dealing with the bankruptcy of debtors.

"Company" shall have the meaning set forth in the recitals hereof.

"Company Property" means all assets, property and property rights, of any kind or nature, tangible or intangible, now or hereafter existing, in which the Company or any Obligor owns, asserts or maintains an interest.

"Credit Agreement" shall have the meaning set forth in the recitals hereof.

"Finally Paid" or "Final Payment," when used in connection with the Senior Indebtedness, means the full and indefeasible payment in cash of all of the Senior Indebtedness and the irrevocable termination of all commitments of all the Senior Lenders under the Senior Loan Documents.

"Lien Enforcement Action" shall mean collecting, taking possession of, selling or otherwise realizing (judicially or non judicially) upon any of the Company Property (including, without limitation, through the notification of account debtors or the exercise of any right of setoff or any right under any lockbox agreement, account control agreement, landlord waiver or bailee's letter or similar agreement or arrangement) and/or instituting any action or proceeding with respect to any of such rights or remedies (including any action of foreclosure).

"Liens" means any mortgage, deed of trust, pledge, lien, hypothec, prior claim, security interest, charge, set-off right or other encumbrance, whether now existing or hereafter created, acquired or arising.

"Obligor" means any guarantor or obligor of any Senior Indebtedness, any other Person liable with respect to the Senior Indebtedness, including without limitation, Tank Holdings, Inc.

"Proceeding" means any voluntary or involuntary proceeding commenced by or against the Company or any Obligor under any provision of the Bankruptcy Code, or under any other bankruptcy or insolvency law, including assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with its creditors, or proceedings seeking dissolution, receivership, reorganization, arrangement, or other similar relief.

“Replacement Senior Lender” means, individually and collectively, any lender or group of lenders that replace or refinance all or any portion of the Senior Indebtedness pursuant to terms and conditions no more restrictive than that which are contained in the Senior Loan Documents as in effect as of the date hereof, subject to such modifications as are permitted by the terms of Section 20 hereof.

“Senior Covenant Default” means any “Event of Default” under the Senior Loan Documents (other than a Senior Payment Default).

“Senior Indebtedness” means all obligations, liabilities and indebtedness of every nature of the Company or any Obligor from time to time owed to the Senior Agent or any Senior Lender under the Senior Loan Documents, including the principal amount of all debts, claims and indebtedness, accrued and unpaid interest and all premium, fees, costs and expenses, whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and from time to time hereafter owing, due or payable, whether before or after the filing of a Proceeding, including any Hedging Obligations and Bank Product Obligations at any time owing to any Senior Lender or any Affiliate of any Senior Lender, together with (a) any indebtedness which refinances such principal, interest or other obligations and any amendments, modifications, renewals, restatements, refinancings or extensions thereof to the extent not prohibited by the terms of this Agreement and (b) any interest accruing thereon after the commencement of a Proceeding, without regard to whether or not such interest is allowed in any Proceeding. Senior Indebtedness shall be deemed to be outstanding until it is Finally Paid.

“Senior Loan Documents” means the Credit Agreement, the other Loan Documents and all other agreements, documents and instruments executed from time to time in connection therewith, together with such agreements, documents and instruments executed from time to time with respect to a Replacement Senior Lender, in each case as from time to time renewed, extended, amended, restated or modified and all agreements and instruments evidencing full or partial refundings or refinancings of the indebtedness thereunder to the extent permitted by the terms of this Agreement.

“Senior Payment Default” means any “Event of Default” under the Senior Loan Documents resulting from the failure to pay, by the time required therefor, any principal or interest under the Senior Loan Documents including any default in payment of any Senior Indebtedness after acceleration thereof.

“Subordinated Indebtedness” means all obligations, liabilities and indebtedness of every nature of the Company or any Obligor from time to time owed to any Subordinated Lender under the Subordinated Documents, including the principal amount of all debts, claims and indebtedness, accrued and unpaid interest and all premium, fees, costs and expenses, whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and from time to time hereafter owing, due or payable, whether before or after the filing of a Proceeding (including any amounts payable by the Company or any Obligor in connection with put, redemption, repurchase or repurchase rights under any warrants or any other Capital Securities of the Company or any Obligor held by any Subordinated Lender), together with (a) any amendments, modifications, renewals, restatements, refinancings or extensions thereof and (b) any interest accruing thereon after the commencement of a Proceeding, without regard to whether or not such interest is allowed in any Proceeding.

“Subordinated Lender Remedies” means any action (a) to take from or for the account of the Company, any Obligor, any other guarantor of the Subordinated Indebtedness or any other Person, by set-off or in any other manner, the whole or any part of any moneys which may now or hereafter be owing by the Company (other than receipt of payments of Subordinated Indebtedness to the extent permitted by this Agreement), any Obligor, any such guarantor or any other Person with respect to the Subordinated Indebtedness, (b) to sue for payment of, or to initiate or participate with others in any suit, action or proceeding (including any Proceeding) against the Company, any Obligor, any such guarantor or any other Person to (i) enforce payment of or to collect the whole or any part of the Subordinated Indebtedness or (ii) commence judicial enforcement of any of the rights and remedies under the Subordinated Documents or applicable law with respect to the Subordinated Indebtedness, (c) to accelerate the Subordinated Indebtedness, (d) to exercise any put, repurchase or similar option or to cause the Company, any Obligor, any such guarantor or any other Person to honor any redemption or mandatory prepayment obligation under any Subordinated Document if the Company would pay or be obligated to pay cash or cash equivalents, or (e) to take any action under the provisions of any state or federal law, including the UCC, or under any contract or agreement, to enforce, foreclose upon, take possession of or sell any Company Property or any property or assets of any such guarantor or any other Person.

“Subordinated Lender” shall have the meaning set forth in the recitals hereof.

“Subordinated Note(s)” shall have the meaning set forth in the recitals hereof.

“UCC” means Article 9 of the Uniform Commercial Code, as in effect in the State of Illinois.

2. Subordination of Subordinated Indebtedness to Senior Indebtedness. The Company covenants and agrees, and Subordinated Lender by its acceptance of the Subordinated Documents (whether upon original issue or upon transfer or assignment) likewise covenants and agrees, notwithstanding anything to the contrary contained in any of the Subordinated Documents, that the payment of any and all of the Subordinated Indebtedness shall be subordinate and subject in right and time of payment, to the extent and in the manner hereinafter set forth, to the Final Payment of all Senior Indebtedness. Each holder of Senior Indebtedness, whether now outstanding or hereafter created, incurred, assumed or guaranteed, shall be deemed to have acquired Senior Indebtedness in reliance upon the provisions contained in this Agreement.

3. Subordination of Liens.

(a) Subordinated Lender hereby covenants and agrees that any Liens and rights of any kind Subordinated Lender may now have and hereafter acquire (or be deemed to now have or hereafter acquire) against the Company or any Obligor and/or any Company Property, if any, shall be subordinate and subject to the Liens and rights against the Company, Obligors and/or Company Property of the Senior Agent for itself and the other Senior Lenders arising from or out of the Senior Indebtedness, regardless of the order, time or manner in which any Liens attach to or are perfected in any Company Property.

(b) (i) If the Company or any Obligor, as the case may be, desires to sell or otherwise transfer any Company Property as to which the Senior Lenders have provided their written consent or which is otherwise permitted under the Senior Loan Documents, and the

Company or such other Obligor shall receive reasonably equivalent value in exchange for such sale or other transfer, as evidenced by a written appraisal issued by a reputable appraiser, the Subordinated Lender shall be deemed to have consented to such disposition and shall execute such releases, at the sole cost of the Company, with respect to such Company Property to be sold or otherwise transferred as the Senior Agent or the Senior Lenders request to evidence the release of any Lien against such property; provided, however, that any Liens securing any or all of the Subordinated Indebtedness shall remain on and attach to the net proceeds of such Company Property released or disposed of to the extent such net proceeds are not used to pay the Senior Indebtedness.

(ii) If the Senior Agent for itself and the other Senior Lenders release their Lien on any Company Property in connection with any Lien Enforcement Action, then the Liens, if any, of the Subordinated Lender in or on such Company Property shall be automatically and simultaneously released without any action on the part of the Subordinated Lender, provided that any Liens securing any or all of the Subordinated Indebtedness shall remain on and attach to the net proceeds of such Company Property released or disposed of to the extent such net proceeds are not used to pay the Senior Indebtedness.

(iii) Subordinated Lender hereby irrevocably appoints the holders of the Senior Indebtedness, or the Senior Agent on their behalf, as the true and lawful attorneys of the Subordinated Lender for the purpose of executing and filing any such releases. Subordinated Lender hereby waives any rights Subordinated Lender has or may have in the future to object to the appointment of a receiver for all or any portion of the equity or the assets of the Company or any Obligor or to require the Senior Agent or any Senior Lender to marshal the collateral and agrees that the Senior Agent for itself and the other Senior Lenders may proceed against the collateral in any order that they deem appropriate in the exercise of their absolute discretion

#### 4. Warranties and Representations of Company and Subordinated Lender.

(a) The Company hereby represents and warrants to the Senior Lenders that each Senior Lender has been furnished with a true and correct copy of all instruments and securities evidencing or pertaining to the Subordinated Indebtedness.

(b) The Company hereby represents and warrants to the Senior Lenders that this Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws from time to time in effect affecting generally the enforcement of creditors' rights and remedies and general principles of equity.

(c) Subordinated Lender represents and warrants to the Senior Lenders: (i) that this Agreement has been duly executed and delivered by Subordinated Lender and constitutes a legal, valid and binding obligation of Subordinated Lender enforceable against Subordinated Lender in accordance with its terms, except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws from time to time in effect affecting generally the enforcement of creditors' rights and remedies and general principles of equity; (ii) that Subordinated Lender has not relied and shall not rely on any representation or information of any nature made by or received from the Senior Lender relative to the Company or

any Obligor in deciding to execute this Agreement or to permit it to continue in effect; and (iii) that Subordinated Lender is the only holder of the Subordinated Indebtedness.

5. Negative Covenants. Until all of the Senior Indebtedness has been Finally Paid: (A) the Company shall not pay the Subordinated Indebtedness other than in accordance with the terms of the Subordinated Documents and this Agreement; (B) the Subordinated Lender shall not demand or accept from the Company, any Obligor or other Person any consideration which would result in a payment of the Subordinated Indebtedness other than in accordance with the terms of the Subordinated Documents and this Agreement; (C) the Subordinated Lender shall not hereafter give any subordination in respect of the Subordinated Indebtedness; and (D) the Company shall not hereafter issue any instrument, security or other writing evidencing any part of the Subordinated Indebtedness, and the Subordinated Lender shall not receive any such writing, except upon the condition that such security shall bear the legend referred to in Section 25 below and a true copy thereof shall be thereupon promptly furnished to the Senior Agent.

6. Permitted Payments.

(a) Notwithstanding the terms of the Subordinated Documents, the Company hereby agrees that it shall not make (and will not permit any other Obligor to make), and Subordinated Lender hereby agrees that it will not accept, any payment or distribution with respect to the Subordinated Indebtedness including any payment or distribution received through the exercise of any right of setoff, counterclaim or crossclaim, until the Senior Indebtedness is Finally Paid; provided that the Company may make to the Subordinated Lender and the Subordinated Lender may accept (w) scheduled payments in respect of cash interest (including interest at the applicable default rate if, and for so long as, interest at the applicable default rate is then being paid by the Company with respect to the Senior Indebtedness) on the Subordinated Indebtedness (including without limitation, cash interest with respect to scheduled in-kind payments previously made pursuant to the terms of the Subordinated Documents), (x) payment of principal on the scheduled final maturity date of the Subordinated Indebtedness pursuant to the Subordinated Documents (as in effect as of the date hereof and without acceleration), (y) payment of the analysis fee payable at Closing under Section 8.8(a) of the Subordinated Note Agreement and reimbursements and payments in respect of reasonable fees of professionals and costs and expenses payable with respect to, the Subordinated Indebtedness in accordance with the terms of the Subordinated Documents, and (z) non-cash in-kind payments of interest or other amounts on the Subordinated Indebtedness (whether such payments are made by adding such amount to the principal amount of the existing Subordinated Note(s) or by issuing a new Subordinate Note in the same form as the existing Subordinated Note(s)), subject to the following limitations:

- (i) If a Senior Payment Default has occurred, no payment or distribution shall be made by the Company (or any other Obligor) or accepted by Subordinated Lender on the Subordinated Indebtedness commencing upon delivery by the Senior Agent to the Company and Subordinated Lender of written notice stating that a Senior Payment Default exists and is continuing until the earlier to occur of (x) the date on which all Senior Payment Defaults have been cured or waived or (y) Final Payment of all the Senior Indebtedness (the "Payment Blockage Notice").

- (ii) If a Senior Covenant Default shall have occurred, no payment or distribution on the Subordinated Indebtedness shall be made by the Company (or any other Obligor) or accepted by Subordinated Lender on the Subordinated Indebtedness for a period (a "Blockage Period") of time commencing upon delivery by the Senior Agent to the Company and Subordinated Lender of written notice stating that a Senior Covenant Default exists or would be created by the making of such payment (the "Covenant Blockage Notice") and continuing until the earlier to occur of (A) 180 days from the date of delivery of the Blockage Notice, or (B) the date on which all Senior Covenant Defaults have been cured or waived.
- (iii) Upon the cure or waiver of any Senior Payment Default or the expiration of any Blockage Period, the Company may make, and the Subordinated Lender may receive, any payments of the Subordinated Indebtedness (on a non-accelerated basis) to the extent, if any, such payment would be permitted under this Section 6.

(b) No Senior Payment Default or Senior Covenant Default shall be deemed to have been waived for purposes of this Section 6 unless and until the Company shall have received a written waiver in accordance with the Credit Agreement from the Senior Agent or the Senior Lenders.

(c) If Subordinated Lender receives payment pursuant to clause (a) of this Section 6, such payment shall be deemed to constitute a representation by Company that no Event of Default exists or would result therefrom and that such payment is otherwise permitted by such clause (a).

(d) Notwithstanding any other provision of this Agreement, the Senior Loan Documents or the Subordinated Documents to the contrary, the aggregate number of Blockage Period days shall not exceed 180 days in any 365-day period.

(e) The Senior Agent may only send one Covenant Blockage Notice with respect to all Senior Covenant Defaults which are in existence at the same time it sends such Payment Blockage Notice and/or Covenant Blockage Notice, and no Senior Covenant Default existing on the date any Blockage Notice is given shall, unless the same shall have ceased to exist for a period of at least sixty (60) consecutive days, be used as a basis for any subsequent Blockage Notice; provided that successive Senior Covenant Defaults resulting from the failure to comply with a particular financial covenant for separate measurement periods shall constitute separate Senior Covenant Defaults not subject to the foregoing limitation.

(f) The failure of the Company to make any payment with respect to the Subordinated Indebtedness by reason of the operation of this Section 6 shall not be construed as preventing the occurrence of a default under the Subordinated Documents nor the invoking of the default rate of interest.

(g) The Company shall not be prohibited from making, and the Subordinated Lender shall not be prohibited from receiving, any non-cash payments in respect of the



Subordinated Indebtedness in kind, provided that such non-cash payments are solely in respect of deferred interest and the issuance of additional deferral notes in connection therewith in accordance with the terms of the Subordinated Note Agreement.

(h) The Senior Agent on behalf of the Senior Lenders, the Subordinated Lender, and the Company have and may in the future from time to time enter into subordination agreements (“Junior Subordination Agreements”) with junior subordinated lenders in connection with seller subordinated indebtedness incurred by the Company in connection with the closing of Permitted Acquisitions. Until the Senior Indebtedness has been Finally Paid, any payment or distribution of assets of any kind or character, whether in cash, property or securities, to which the Senior Agent on behalf of the Senior Lenders and the Subordinated Lender are entitled pursuant to the terms of any such Junior Subordination Agreement shall first be paid to the Senior Agent for the benefit of itself and the Senior Lenders to the extent necessary to make Final Payment of all Senior Indebtedness.

(i) The provisions of this Section 6 shall not be applicable to the extent that the provisions of Section 8 are applicable.

7. Forbearance of Legal Remedies.

(a) Until the Senior Indebtedness is Finally Paid, the Subordinated Lender shall not, without the prior written consent of the Senior Agent, exercise any Subordinated Lender Remedies (other than acceleration), until the earliest to occur of the following:

- (i) Ten (10) days following the acceleration of the Senior Indebtedness;
- (ii) The passage of ten (10) Business Days from the receipt by the Senior Agent of written notice from the Subordinated Lender that a default under the Subordinated Documents has occurred and such default shall not have been cured or waived within such period and stating in such written notice that the time period under this Section 7(a) has commenced unless (A) during such ten Business Day period Senior Agent delivers a Covenant Blockage Notice and then, upon expiration of such Blockage Period, or (B) during such ten (10) Business Day period Senior Agent delivers a Payment Blockage Notice and then, after the 180th day after the giving of such Payment Blockage Notice; and
- (iii) the commencement or initiation of any Proceeding by a Person other than Subordinated Lender or any Person on behalf of Subordinated Lender.

(b) Notwithstanding anything contained herein to the contrary, if within thirty (30) days following the acceleration of the Senior Indebtedness by the Senior Lenders such acceleration is rescinded, then all Subordinated Lender Remedies taken by the Subordinated Lender shall likewise be rescinded if the exercise of Subordinated Lender Remedies are based solely on clause (i) of paragraph (a) of this Section 7.

(c) Notwithstanding anything contained herein to the contrary or any rights or remedies available to the Subordinated Lender under any of the Subordinated Documents,

applicable law or otherwise, prior to the time that the Senior Indebtedness has been Finally Paid, any payments, distributions or other proceeds obtained by Subordinated Lender from the exercise of any Subordinated Lender Remedies shall in any event be held in trust by it for the benefit of the Senior Agent and the Senior Lenders and promptly paid or delivered to the Senior Agent for itself and the Senior Lenders in the form received for application to the Senior Indebtedness.

8. Dissolution, Liquidation, Reorganization or Bankruptcy.

(a) In the event of any Proceeding involving the Company or any Obligor:

(i) all Senior Indebtedness shall be Finally Paid before the Subordinated Lender shall be entitled to receive any payment on account of any Subordinated Indebtedness other than any payment consisting of any securities of the Company issued in connection with such Proceeding, the payment and performance of which are junior or otherwise subordinated, at least to the same extent as provided in this Agreement, to the payment and performance of any and all of the Senior Indebtedness and to the payment and performance of any and all securities issued to the Senior Agent and/or any Senior Lender in exchange for any or all of the Senior Indebtedness (collectively, "Subordinated Securities"); and

(ii) any payment or distribution of assets of such Person of any kind or character, whether in cash, property or securities, to which the Subordinated Lender would be entitled except for these provisions (other than Subordinated Securities), shall be paid by the liquidating trustee or agent or other Person making such payment or distribution directly to the Senior Agent for itself and the Senior Lenders, to the extent necessary to make Final Payment of all Senior Indebtedness remaining unpaid, after giving effect to any concurrent payment or distribution or provision therefor to the holders of such Senior Indebtedness. Subordinated Lender irrevocably authorizes, empowers and directs any debtor, debtor-in-possession, receiver, trustee or agent or other Person having authority, to pay or otherwise deliver all such payments or distributions to Senior Agent for itself and the Senior Lenders.

(b) Until the Senior Indebtedness has been Finally Paid, if a Proceeding shall occur and be continuing, the Subordinated Lender shall file all claims they may have against the Company or any Obligor, and shall direct the debtor in possession or trustee in bankruptcy, as appropriate, to pay over to the Senior Agent for itself and the Senior Lenders all amounts due to the Subordinated Lender on account of the Subordinated Indebtedness (other than Subordinated Securities) until the Senior Indebtedness has been Finally Paid. If the Subordinated Lender fails to file and/or vote such claims prior to ten (10) Business Days before the expiration of time to do so, the Senior Agent may (but shall have no obligation to) file and/or vote such claims in the Subordinated Lender's name on behalf of the Senior Lenders. If the Senior Agent votes any such claim in accordance with the authority granted hereof, the Subordinated Lender shall not be entitled to withdraw or change such vote.

(c) Subordinated Lender agrees, in connection with any such Proceeding, that while it shall retain the right to vote and otherwise act in any such proceeding (including the right to vote to accept or reject any plan of partial or complete liquidation, reorganization, arrangement, composition or extension), it will not take any action or vote in any way so as to (i) contest the validity of the Liens securing the Senior Indebtedness, (ii) contest the enforceability of any of the Senior Loan Documents, (iii) contest the Senior Lenders' priority position over the Subordinated Lender created by this Agreement or (iv) take any position or action which would have directly or indirectly any of the following effects: (A) extension of the final maturity of and/or forgiveness, reduction or cram-down of the Senior Indebtedness or deferral of any required payment in respect of Senior Indebtedness, (B) opposing or objecting to initiatives or claims by the Senior Lenders for adequate protection or relief from the automatic stay, use of cash collateral or super-priority expense of administration for failure of adequate protection, (C) challenging in any respect treatment of the Senior Indebtedness as a first priority perfected fully secured claim, (D) blocking current payment of any obligation in respect of Senior Indebtedness, (E) assenting to or supporting any requested extension of the exclusivity period for the submission by Company of any plan of reorganization or liquidation under the Bankruptcy Code unless such extension is assented to or supported by the Senior Lenders; and (F) opposing or objecting to any sale or lease of any Company Property that has been consented to by the holders of Senior Indebtedness. In the event of any violation of any provisions of this section by Subordinated Lender, the Senior Lenders may in the name of the Subordinated Lender, or in their own name thereafter amend, modify or rescind any such prior act taken or vote issued, in violation of this Agreement.

(d) Until the Senior Indebtedness has been Finally Paid, if a Proceeding shall occur and be continuing, the Subordinated Lender hereby (i) expressly consents to any Senior Lender providing post-petition financing to the Company or any Obligor or the granting by the Company or any Obligor to any Senior Lender of senior liens and priorities in connection therewith and/or the use of cash collateral and (ii) agrees that adequate notice of such financing or cash collateral usage to the Subordinated Lender shall have been provided if the Subordinated Lender received notice in accordance with Section 16 hereof two (2) Business Days prior to the entry of any order approving such financing or cash collateral usage.

(e) If Subordinated Lender has or at any time acquires any Lien securing any Subordinated Indebtedness, Subordinated Lender agrees not to (i) initiate any proceeding involving the marshalling of any of Company Property (whether in a Proceeding or otherwise) or (ii) assert any right it may have to "adequate protection" of its interest, if any, in such security in any Proceeding and agrees that it will not seek to have the automatic stay lifted with respect to such security, in each case without the prior written consent of the Senior Agent. Subordinated Lender waives any claim or defense Subordinated Lender may now or hereafter have arising out of the election by any Senior Lender in any Proceeding instituted under Chapter 11 of the Bankruptcy Code of any use of cash collateral, any borrowing or any grant of a security interest under Sections 363 and/or 364 of the Bankruptcy Code by the Company or any Obligor, as debtor-in-possession. Subordinated Lender agrees that it will not object to or oppose a sale or other disposition of any property securing all or any part of the Senior Indebtedness free and clear of any Liens or other claims of Subordinated Lender under Section 363 of the Bankruptcy Code if the Senior Lenders have consented to such sale or disposition. To the extent that any Senior Lender receives payments on, or proceeds of collateral for, the Senior Indebtedness which are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state, provincial or federal law, common law, or equitable cause, then as between

such Senior Lender and Subordinated Lender hereunder, to the extent of such payment or proceeds received, the Senior Indebtedness, or part thereof, intended to be satisfied shall be revived and continue in full force and effect as if such payments or proceeds had not been received by such Senior Lender.

9. Obligation of Company Unconditional. Nothing contained herein or in the Senior Loan Documents is intended to or shall impair, as between the Company and the Subordinated Lender only, the obligation of the Company, which is absolute and unconditional, to pay to the Subordinated Lender the Subordinated Indebtedness as and when the same shall become due and payable in accordance with their terms, or to affect the relative rights of the Subordinated Lender and creditors of the Company other than the Senior Lenders.

10. Subordination Rights Not Impaired by Acts or Omissions of the Company, Senior Agent or Holders of Senior Indebtedness.

(a) No right of any present or future holders of any Senior Indebtedness to enforce the subordination provisions as provided herein shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of the Company; by any act or failure to act by the Senior Agent or any such holder; by any act or failure to act by any other holder of the Senior Indebtedness; or by any noncompliance by the Company with the terms hereof, regardless of any knowledge thereof which any such holder may have or be otherwise charged with. The Subordinated Lender shall not be released, nor shall the Subordinated Lender's obligation hereunder be in anyway diminished, by any of the following: (i) the exercise or the failure to exercise by the Senior Agent or any Senior Lender of any rights or remedies conferred on it or them under the Senior Loan Documents hereunder or existing at law or otherwise, or against any Company Property; (ii) the commencement of an action at law or the recovery of a judgment at law against the Company or any Obligor for the performance of the Senior Indebtedness and the enforcement thereof through levy or execution or otherwise; (iii) the taking or institution of any other action or proceeding against the Company or any Obligor; (iv) any delay in taking, pursuing, or exercising any of the foregoing actions, rights, powers, or remedies by the Senior Agent or any Senior Lender or anyone acting for the Senior Lender; (v) any lack of validity or enforceability of any Senior Loan Document; (vi) the release or non-perfection of any collateral securing the Senior Indebtedness; or (vii) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Company or any Obligor in respect of the Senior Indebtedness or the Senior Lenders in respect of this Agreement.

(b) Without limiting the generality of the foregoing, the Senior Agent or Senior Lender, from time to time, without prior notice to or the consent of the Subordinated Lender, except as provided herein, may take all or any of the following actions without in any manner affecting or impairing the obligation or liability of the Subordinated Lender hereunder (i) obtain a Lien in any property to secure any of the Senior Indebtedness; (ii) obtain the primary and secondary liability of any party or parties with respect to any of the Senior Indebtedness; (iii) renew, extend, or otherwise change the time for payment of the Senior Indebtedness or any installment thereof for any period, or, subject to Section 14(b) of this Agreement, change the interest rates and fees with respect to the Senior Indebtedness; (iv) renew, reaffirm, extend, release or otherwise change any liability of any nature of any Person, including any Obligor, with respect to the Senior Indebtedness; (v) exchange, enforce, waive, release, and apply any Company Property and direct the order or manner of sale thereof as Senior Agent or such Senior Lender may in its discretion determine;

(vi) enforce its rights hereunder, whether or not Senior Agent or such Senior Lender shall proceed against any other Person; (vii) exercise its rights to consent to any action or non-action of the Company or any Obligor which may violate the covenants and agreements contained in the Senior Loan Documents, with or without consideration, on such terms and conditions as may be acceptable to it; or (viii) exercise any of its rights conferred by the Senior Loan Documents or by law.

11. Waivers. The Company and Subordinated Lender each hereby waive, to the fullest extent permitted by law, any defense based on the adequacy of a remedy at law which might be asserted as a bar to the remedy of specific performance of this Agreement in any action brought therefor by the Senior Lenders. To the fullest extent permitted by law and except as to any notices specified in this Agreement, notices regarding the intended sale or disposition of any portion of the collateral held by the Senior Agent or any of the Senior Lenders, or any notice which may not be waived in accordance with the UCC, or any similar statute which may have application, the Company and Subordinated Lender each hereby further waives: presentment, demand, protest, notice of protest, notice of default or dishonor, notice of payment or nonpayment and any and all other notices and demands of any kind in connection with all negotiable instruments evidencing all or any portion of the Senior Indebtedness or the Subordinated Indebtedness to which the Company or the Subordinated Lender may be a party; prior notice of and consent to any loans made, extensions granted or other action taken in reliance thereon; and all other demands and notices of every kind in connection with this Agreement, the Senior Indebtedness or the Subordinated Indebtedness. Subordinated Lender consents to any release, renewal, extension, compromise or postponement of the time of payment of the Senior Indebtedness, and to the addition or release of any Person primarily or secondarily liable thereon.

12. No Estoppel. Neither the failure nor any delay on the part of the Senior Agent or any Senior Lender to exercise any right, remedy, power or privilege hereunder shall operate as a waiver thereof or give rise to an estoppel, nor be construed as an agreement to modify the terms of this Agreement, nor shall any single or partial exercise of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver by a party hereunder shall be effective unless it is in writing and signed by the party making such waiver, and then only to the extent specifically stated in such writing.

13. Incorrect Payments; Specific Performance. If the Company or any Obligor shall make or the Subordinated Lender shall collect any payment on account of the principal of, premium or interest on or any other amounts due under the Subordinated Indebtedness in contravention of this Agreement, such payments shall be held in trust by the Subordinated Lender and not commingled with any assets of Subordinated Lender and shall be paid over and delivered to the Senior Agent for itself and the Senior Lenders, promptly upon receipt thereof. At any time Subordinated Lender fails to comply with any provision of this Agreement, the Senior Lenders may demand specific performance of this Agreement, whether or not the Company has complied with this Agreement, and may exercise any other remedy available at law or equity.

14. Amendment of the Subordinated Documents and Senior Loan Documents.

(a) Subordinated Lender agrees that it will not, without the prior written consent of the Senior Agent, agree to any amendment, modification or supplement to the Subordinated

Documents the effect of which is to (i) increase the maximum principal amount of the Subordinated Indebtedness (except as may be due to the payment in kind of any obligations under the Subordinated Documents to the extent specifically contemplated and permitted by Section 6(g) above) or increase the rate of interest by more than 200 basis points (other than in connection with the imposition of default interest), increase the portion of the interest required to be paid in cash, or increase fees required to be paid with respect to the Subordinated Indebtedness, (ii) accelerate the dates upon which payments of principal or interest on the Subordinated Indebtedness are due, (iii) change or add any event of default or any covenant with respect to the Subordinated Indebtedness, if the resulting event of default or covenant would be more restrictive to the Company or any Obligor unless Senior Lenders have agreed to the same changes or additions in the Senior Loan Documents, (iv) change any redemption or prepayment provisions of the Subordinated Indebtedness, (v) alter the subordination provisions with respect to the Subordinated Indebtedness, including subordinating the Subordinated Indebtedness to any other indebtedness, (vi) change or amend any term of the financial covenants (including the definition components thereof) contained in the Subordinated Documents if the resulting covenant would be more restrictive to the Company unless Senior Lenders have agreed to the same changes or additions in the Senior Loan Documents, or (vii) change or amend any other term of the Subordinated Documents if such change or amendment would result in a Senior Payment Default or Senior Covenant Default, increase the obligations of the Company or any Obligor or confer additional material rights on Subordinated Lender or any other holder of the Subordinated Indebtedness in a manner adverse to the Company or any Obligor (unless Senior Lenders have agreed to the same changes or additions in the Senior Loan Documents) or the Senior Lenders.

(b) The Senior Indebtedness may at any time be amended, modified, restated, refinanced or waived without limitation without notice to, or the consent of, the Subordinated Lender; provided that the Senior Lenders shall not, without the prior written consent of the Subordinated Lender, agree to any amendment, modification or supplement to the Senior Loan Documents the effect of which is to (i) increase the aggregate maximum principal amount of the Revolving Loan Commitment and/or the Term Loan Commitment by more than \$3,000,000.00 in the aggregate, or (ii) increase the interest rate margins by more than 200 basis points over the interest rate margins (including, without limitation, with respect to the Default Rate) provided for under the Credit Agreement as in effect as of the date hereof,, (iii) contravene the provisions of the Agreement, (iv) readvance to the Company any principal sums repaid by the Company to the Senior Lenders with respect to the Term Loan, (v) subordinate in right of payment or performance any of the Senior Indebtedness or subordinate the Lien on all or any portion of the Company Property securing the Senior Indebtedness (other than in respect of any Permitted Liens permitted by the terms of Section 9.2 of the Credit Agreement as in effect as of the date hereof or in connection with a debtor-in-possession financing provided in accordance with the terms of this Agreement), (vi) increase the amounts payable with respect to any redemption, put or prepayment provisions under the Senior Loan Documents as in effect as of the date hereof, or (vii) prohibit or restrict the payment of principal of, interest on or other amounts payable with respect to any of the Subordinated Indebtedness other than as set forth in Section 9.7 of the Credit Agreement as in effect as of the date hereof.

(c) If at any time after the date hereof, Senior Agent or Senior Lenders shall take or be granted any additional pledge or collateral assignment of or a security interest in any Company Property as security for the payment of Senior Indebtedness, Subordinated Lender may obtain and/or be granted, as the case may be, a second priority pledge or collateral assignment of and/or

security interest in such Company Property upon the same terms and conditions as Senior Agent or such Senior Lender subject, however, to subordination pursuant to the terms of this Agreement.

15. Inconsistent or Conflicting Provisions; Construction. If a provision of the Senior Loan Documents or the Subordinated Documents is inconsistent or conflicts with the provisions of this Agreement, the provisions of this Agreement shall govern and prevail. The term “including” is not limiting and means “including without limitation.” In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”; the words “to” and “until” each mean “to but excluding”, and the word “through” means “to and including.”

16. Notices. Any notice, consent or other communication provided for in this Agreement shall be in writing and shall be delivered personally (effective upon delivery), via facsimile (effective upon confirmation of transmission), via overnight courier (effective the next Business Day after dispatch if instructed to deliver on next Business Day) or via U.S. Mail (effective three (3) days after mailing, postage prepaid, first class) to each party at its address(es) and/or facsimile number(s) set forth on Annex I hereto, or to such other address as either party shall specify to the other in writing from time to time. Simultaneously with providing a copy of any written declaration of default under the Subordinated Documents that Subordinated Lender has given to the Company, the Subordinated Lender shall provide a copy to the Senior Agent.

17. Entire Agreement. This Agreement constitutes and expresses the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, whether express or implied, oral or written. Neither this Agreement nor any portion or provision hereof may be changed, waived or amended orally or in any manner other than by an agreement in writing signed by the Senior Agent and the Subordinated Lender; provided that any such change, waiver or amendment shall be binding upon the Company by their written consent thereto. This Agreement shall constitute a Loan Document and the recitals hereto shall constitute part of this Agreement.

18. Additional Documentation. The Company and the Subordinated Lender shall execute and deliver to the Senior Agent such further instruments and shall take such further action as the Senior Lenders may at any time or times reasonably request in order to carry out the provisions and intent of this Agreement.

19. Expenses. The Company agrees to pay the Senior Lenders on demand all expenses of every kind, including reasonable attorney fees and costs, that the Senior Agent and the Senior Lenders incur in enforcing any of their rights against the Company and/or the Subordinated Lender under this Agreement.

20. Successors and Assigns.

(a) This Agreement shall inure to the benefit of the Senior Agent and each Senior Lender, the Subordinated Lender, and their respective successors and assigns (including without limitation, any Replacement Senior Lender), and shall be binding upon the Company and its successors and assigns, and the Senior Agent and each Senior Lender, the Subordinated Lender and their respective transferees, successors and assigns, including any subsequent holders of the Subordinated Notes and any Replacement Senior Lender. Any Senior Lender, without prior notice or consent of any kind, (i) may sell, assign or transfer any Senior Indebtedness, or (ii) agree to the

refinancing and replacement of the Senior Indebtedness by a Replacement Senior Lender, and in each such event each and every immediate and successive assignee or transferee thereof shall execute an agreement to be bound by and subject to this Agreement and shall be given the right by such Person to enforce this Agreement in full against the Company and the Subordinated Lender, by suit or otherwise, for its own benefit.

(b) Subordinated Lender shall not sell, assign, pledge, dispose of or otherwise transfer all or any portion of the Subordinated Indebtedness or any Subordinated Document: (i) unless, prior to the consummation of any such action, the transferee thereof shall execute and deliver to the Senior Agent an agreement substantially identical to this Agreement, providing for the continued subordination of the Subordinated Indebtedness to the Senior Indebtedness as provided herein and for the continued effectiveness of all of the rights of the Senior Agent and each Senior Lender arising under this Agreement, (ii) unless the related Subordinated Documents evidencing such Subordinated Indebtedness contain the legend referred to in Section 25 below and (iii) unless, following the consummation of any such action, there shall be either (A) no more than three (3) unaffiliated holders of the Subordinated Indebtedness or (B) at the request of the Senior Agent, one Person acting as agent for all holders of the Subordinated Indebtedness pursuant to documentation reasonably satisfactory to the Senior Agent such that any Blockage Notices and other notices and communications to be delivered to the Subordinated Lender hereunder and any consents required of the Subordinated Lender shall be made to or obtained from such agent and shall be binding on all Subordinated Lender as if directly obtained from all Subordinated Lender.

(c) Notwithstanding the failure of any transferee to execute or deliver an agreement substantially identical to this Agreement, the subordination effected hereby shall survive any sale, assignment, pledge, disposition or other transfer of all or any portion of the Subordinated Indebtedness, and the terms of this Agreement shall be binding upon the successors and assigns of each Subordinated Indebtedness, as provided in this Section 20.

(d) Subordinated Lender hereby agrees that any party that refinances the Senior Indebtedness and executes an agreement to be bound by and subject to this Agreement may rely on and enforce this Agreement as if it were a Senior Lender. Upon such refinancing, The PrivateBank shall no longer be a party hereto or bound hereby. Subordinated Lender further hereby agrees that it will, at the request of the Senior Agent, enter into an agreement, in the form of this Agreement, mutatis mutandis, to subordinate the Subordinated Indebtedness, to the same extent as provided herein, to the party refinancing all or a portion of such Senior Indebtedness; provided that the failure of the Subordinated Lender to execute such an agreement shall not affect such party's right to rely on and enforce the terms of this Agreement.

21. Covenant Not to Challenge. This Agreement has been negotiated by the parties with the expectation and in reliance upon the assumption that the instruments and documents evidencing the Senior Indebtedness are valid and enforceable. In determining whether to enter into this Agreement, the Subordinated Lender has assumed such validity and enforceability, and has agreed to the provisions contained herein, without relying upon any reservation of a right to challenge or call into question such validity or enforceability. As between any Senior Lender and Subordinated Lender, Subordinated Lender hereby covenants and agrees, to the fullest extent permitted by law, that it shall not initiate in any proceeding a challenge to the validity or enforceability of the documents and instruments evidencing the Senior Indebtedness or the validity, perfection or priority of any Lien of the Senior Agent or the Senior Lenders securing the Senior Indebtedness, nor shall



the Subordinated Lender instigate other parties to raise any such challenges, nor shall the Subordinated Lender participate in or otherwise assert any such challenges which are raised by other parties.

22. Subrogation. Subject to the Final Payment of all Senior Indebtedness and the provisions of Section 24 hereof, the Subordinated Lender shall be subrogated to the rights of the Senior Lenders to receive payments and distributions of cash, property and securities applicable to the Senior Indebtedness to the extent that distributions otherwise payable to the Subordinated Lender have been applied to the Senior Indebtedness, until all amounts payable under the Subordinated Indebtedness shall have been paid in full. For purposes of such subrogation, no payments or distributions to any Senior Lender of any cash, property or securities to which the Subordinated Lender would be entitled except for the provisions of this Agreement, and no payment pursuant to the provisions of this Agreement to any Senior Lender by the Subordinated Lender shall, as among the Company and its creditors other than such Senior Lender, be deemed to be a payment or distribution by the Company to or on account of the Senior Indebtedness. If the Company fails to make any payment on account of the Subordinated Indebtedness by reason of any provision contained herein, such failure shall, notwithstanding such provision contained herein, constitute a default with respect to the Subordinated Indebtedness if and to the extent such failure would otherwise constitute such a default in accordance with the terms of the Subordinated Indebtedness.

23. Termination of Agreement. This Agreement shall continue and shall be irrevocable until the date all of the Senior Indebtedness has been Finally Paid or otherwise discharged and released in an express writing to such effect by the Senior Agent.

24. Reinstatement. The obligations of the Subordinated Lender under the Agreement shall continue to be effective, or be reinstated, as the case may be, if at any time any payment in respect of any Senior Indebtedness is rescinded or must otherwise be restored or returned by any Senior Lender by reason of any bankruptcy, reorganization, arrangement, composition or similar proceeding or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, the Company, any Obligor or any substantial part of its property, or otherwise, all as though such payment had not been made.

25. Legends. Until the termination of this Agreement, Subordinated Lender will cause to be clearly, conspicuously and prominently inserted on the face of each Subordinated Note and any other Subordinated Document, as well as any renewals or replacements thereof, the following legend:

“THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AND INTERCREDITOR AGREEMENT (THE “SUBORDINATION AGREEMENT”) DATED AS OF DECEMBER 20, 2010 AMONG BELL VENTURES, LLC (THE “COMPANY”), EAGLE FUND II, L.P. (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE “SUBORDINATED LENDER”), AND THE PRIVATEBANK AND TRUST COMPANY (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, THE “SENIOR AGENT”), TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED

BY THE COMPANY PURSUANT TO THAT CERTAIN LOAN AND SECURITY AGREEMENT DATED AS OF DECEMBER 20, 2010, BETWEEN THE COMPANY AND THE SENIOR AGENT AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AND THE OTHER LOAN DOCUMENTS (AS DEFINED IN THE CREDIT AGREEMENT) AS SUCH CREDIT AGREEMENT AND OTHER LOAN DOCUMENTS MAY BE AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS THEREUNDER AS CONTEMPLATED BY THE SUBORDINATION AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.”

The Company’s books shall be marked to evidence the subordination of all of the Subordinated Indebtedness to the holders of Senior Indebtedness, in accordance with the terms of this Agreement. The Senior Agent and each Senior Lender is authorized to examine such books from time to time in accordance with the terms of the Credit Agreement and to make any notations required by this Agreement.

26. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. THE COMPANY AND THE SUBORDINATED LENDER HEREBY AGREE THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY THE COMPANY OR THE SUBORDINATED LENDER AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT SHALL BE LITIGATED IN THE COURTS OF THE STATE OF ILLINOIS LOCATED IN COOK COUNTY OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR, IF THE SENIOR AGENT OR ANY SENIOR LENDER INITIATES SUCH ACTION, IN ADDITION TO THE FOREGOING COURTS, ANY COURT IN WHICH SENIOR AGENT OR ANY SUCH SENIOR LENDER SHALL INITIATE SUCH ACTION, TO THE EXTENT SUCH COURT HAS JURISDICTION. THE COMPANY AND THE SUBORDINATED LENDER EACH HEREBY EXPRESSLY SUBMIT AND CONSENT IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY THE SENIOR AGENT OR ANY SENIOR LENDER AND HEREBY WAIVE ANY CLAIM THAT SUCH COURTS ARE AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED UPON LACK OF VENUE. THE CHOICE OF FORUM AS SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT, BY THE SENIOR AGENT OR ANY SENIOR LENDER, OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING, BY THE SENIOR AGENT OR ANY SENIOR LENDER, OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND THE COMPANY AND THE SUBORDINATED LENDER EACH HEREBY WAIVE THE RIGHT TO COLLATERALLY ATTACK SUCH JUDGMENT OR ACTION.

27. Jury Trial. THE SENIOR AGENT, THE SUBORDINATED LENDER AND THE COMPANY WAIVE TRIAL BY JURY IN ANY DISPUTE ARISING FROM, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

28. Severability. The provisions of this Agreement are independent of and separable from each other. If any provision hereof shall for any reason be held invalid or unenforceable, it is the intent of the parties that such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, and that this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

29. Counterparts. This Agreement may be executed in any number of separate counterparts, all of which, when taken together, shall constitute one and the same instrument, notwithstanding the fact that all parties did not sign the same counterpart. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

30. Sections. The section headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.

31. Defines Rights of Creditors. The provisions of this Agreement are solely for the purpose of defining the relative rights of the Senior Lenders and the Subordinated Lender and shall not be deemed to create any rights or priorities in favor of any other Person, including the Company.

32. Subordination In all Events. The Subordinated Lender acknowledges the existence, validity and enforceability of the Senior Loan Documents (including without limitation the Liens granted in favor of the Senior Lenders by the Company and Obligors). The subordination and postponement contained herein shall apply in all events and circumstances regardless of: (i) the date or dates or time or times of creation, execution, delivery, attachment, registration, publication, perfection or hypothecation of any or all of the Liens created by the Senior Loan Documents; (ii) the date or dates of the loan or loans or advance of advances made to the Company by the Senior Lenders or the Subordinated Lender; (iii) the date or dates of any demand for or acceleration of payment of the Senior Indebtedness and/or the Subordinated Indebtedness, as the case may be; (iv) the date or dates of any default by the Company or any Obligor under either or both of the Senior Loan Documents or the Subordinated Loan Documents; (v) any priority or ranking granted by any principle of law or statute; (vi) the date of commencement of any enforcement proceedings under the Senior Loan Documents or the Subordinated Loan Documents; (vii) the perfection, publication, lack of perfection, lack of publication, enforceability or unenforceability of the Liens granted by the Company or any Obligor in favor of the Senior Lenders or the Subordinated Lender; or (viii) any other matter whatsoever.

33. Continuing Subordination. This Agreement is intended to be of a continuing nature and shall apply to all past, present and future amounts constituting Senior Indebtedness and/or secured by the Senior Loan Documents. This Agreement shall remain in full force and effect notwithstanding the fact that, at any time or from time to time, the Company or any Obligor may not have any outstanding Senior Indebtedness.

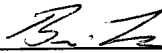
34. Purchase Option. If an Event of Default occurs and, as a consequence thereof, the Senior Agent or the Required Lenders accelerate and demand immediate payment of any or all of the Senior Indebtedness or propose to take a Lien Enforcement Action, the Subordinated Lender shall have the option (but not the obligation) to, at any time upon at least three (3) Business Days prior written notice to the Senior Agent, purchase all (but not less than all) of the Senior Indebtedness (other than contingent reimbursement obligations of the Company to the Letter of Credit Issuer with respect to any Letters of Credit which are then outstanding (collectively, the “Contingent Reimbursement Obligations”)), including without limitation any Hedging Obligations or Bank Product Obligations, from the Senior Agent and the Senior Lenders by (a) paying the Senior Agent, the Issuing Lender and the Senior Lenders cash in an aggregate amount equal to the then outstanding Senior Indebtedness (including, without limitation, principal, interest, fees, collection costs and expenses and other amounts and (b) delivering to the Issuing Lender and granting the Issuing Lender a first priority perfected security interest in cash collateral for the Contingent Reimbursement Obligations in an amount equal to the aggregate maximum undrawn face amount of all outstanding Letters of Credit pursuant to documentation reasonably acceptable to the Issuing Lender. Upon the exercise of such option by the Subordinated Lender, and pursuant to an assignment agreement in form and substance reasonably acceptable to the Senior Agent, (a) the Senior Agent, the Issuing Lender and the Senior Lenders shall assign all of their respective rights, titles and interests in, to and under the Senior Loan Documents (other than any Reimbursement Agreements then in effect) to the Subordinated Lender without any recourse and without any representation or warranty of any kind or nature whatsoever (other than with respect to title, authority and the amount of the Senior Indebtedness) and (b) the Subordinated Lender shall assume all of the obligations, liabilities and duties of the Senior Agent, the Issuing Lender and the Senior Lenders under or in respect of the Senior Loan Documents (other than any Reimbursement Agreements then in effect), whereupon the Senior Agent, the Issuing Lender and the Senior Lenders shall be relieved of any further liabilities, obligations or duties under or with respect to the Senior Loan Documents (other than any Reimbursement Agreements then in effect). Such option shall have no effect on the right or ability of the Senior Agent, the Issuing Lender and/or any Senior Lender to exercise or not exercise any or all of its rights or remedies with respect to the Senior Indebtedness prior to the consummation of the exercise of such option.

[signature pages follow]

The parties hereto have executed this Agreement as of the date first above written.

COMPANY:

BELL VENTURES, LLC

By: 

Name: Brian A. Lovett

Title: Manager

SENIOR LENDER:

THE PRIVATEBANK AND TRUST COMPANY

By: \_\_\_\_\_

Name: Ed Dehner

Title: Managing Director

SUBORDINATED LENDER:

EAGLE FUND II, L.P.

BY: EAGLE FUND II PARTNERS, L.L.C.

Its: General Partner

By: \_\_\_\_\_

Name: Matthew J. Koster

Title: Principal

The parties hereto have executed this Agreement as of the date first above written.

COMPANY:

BELL VENTURES, LLC

By: \_\_\_\_\_  
Name: Brian A. Lovett  
Title: Manager

SENIOR LENDER:

THE PRIVATEBANK AND TRUST COMPANY

By:  \_\_\_\_\_  
Name: Ed Dehner  
Title: Managing Director

SUBORDINATED LENDER:

EAGLE FUND II, L.P.

BY: EAGLE FUND II PARTNERS, L.L.C.  
Its: General Partner

By: \_\_\_\_\_  
Name: Matthew J. Koster  
Title: Principal

The parties hereto have executed this Agreement as of the date first above written.

COMPANY:

BELL VENTURES, LLC

By: \_\_\_\_\_

Name:

Title:

SENIOR LENDER:

THE PRIVATEBANK AND TRUST COMPANY

By: \_\_\_\_\_

Name: Ed Dehner

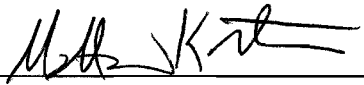
Title: Managing Director

SUBORDINATED LENDER:

EAGLE FUND II, L.P.

BY: EAGLE FUND II PARTNERS, L.L.C.

Its: General Partner


By:  \_\_\_\_\_

Name: Matthew J. Koster

Title: Principal

ADDITIONAL COMPANIES:

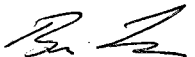
USA TANK SALES & ERECTION COMPANY  
INC.,  
a Missouri corporation

By:   
Name: Brian A. Lovett  
Title: Executive Vice President

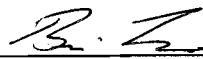
M & W TANK CONSTRUCTION CO.,  
a Louisiana corporation

By:   
Name: Brian A. Lovett  
Title: Executive Vice President

TOTAL TANKS, LLC,  
a Texas limited liability company

By:   
Name: Brian A. Lovett  
Title: Manager

DEEP CREEK ENGINEERING, LLC,  
a Missouri limited liability company

By:   
Name: Brian A. Lovett  
Title: Manager



ANNEX I

NOTICE ADDRESSES

**COMPANY:**

Bell Ventures, LLC  
13515 Barrett Parkway Drive, Suite 200  
Ballwin, Missouri 63021  
Facsimile: 314-984-0751

**SENIOR AGENT:**

The PrivateBank and Trust Company  
1401 S. Brentwood Blvd., 2<sup>nd</sup> Floor  
St. Louis, Missouri 63144  
Attention: Ed Dehner  
Facsimile: 314-301-2292

**SUBORDINATED LENDER:**

Eagle Fund II, L.P.  
c/o Bush O'Donnell Capital Partners, LLC  
101 South Hanley Road, Suite 1250  
St. Louis, Missouri 63105  
Attention: Matthew J. Koster  
Facsimile: 314-727-8829

**FIRST AMENDMENT TO SUBORDINATION  
AND  
INTERCREDITOR AGREEMENT AND CONSENT**

THIS FIRST AMENDMENT TO SUBORDINATION AND INTERCREDITOR AGREEMENT AND CONSENT dated as of January 17, 2012 ("First Amendment") is entered into among GLOBAL STORAGE SOLUTIONS, LLC (f/k/a BELL VENTURES, LLC), a Missouri limited liability company, USA TANK SALES & ERECTION COMPANY INC., a Missouri corporation, M. & W TANK CONSTRUCTION CO., a Louisiana corporation, TOTAL TANKS, LLC, a Texas limited liability company, DEEP CREEK ENGINEERING, LLC, a Missouri limited liability company, and C&C TANK ERECTORS, LLC, a Missouri limited liability company (sometimes hereinafter referred to herein, individually and collectively, as the "Company"), THE PRIVATEBANK AND TRUST COMPANY, as Administrative Agent (the "Senior Agent") for itself and the other Senior Lenders (as defined in the Subordination Agreement) and EAGLE FUND II, L.P., a Missouri limited partnership (together with its successors and assigns, "Subordinated Lender").

**RECITALS**

A. The Senior Agent, The PrivateBank and Trust Company, as "Lender" (together with the successors and assigns thereof, and any Replacement Senior Lender (as defined herein), "Senior Lenders") and the Company have entered into a Loan and Security Agreement, dated as of December 20, 2010 (as from time to time amended, modified, extended, renewed, refinanced or restated to the extent permitted by the terms of this Agreement, the "Credit Agreement"), together with the other Loan Documents (as defined in the Credit Agreement) whereby the Senior Lenders have made and shall make available to the Company certain loans and other financial accommodations therein set forth. All of the Company's obligations under the Senior Loan Documents (as hereinafter defined) are secured by assignments of and security interests in substantially all of the now or hereafter acquired assets of the Company and its Subsidiaries, all as more fully set forth in the Loan Documents.

B. The Company has issued one or more promissory note(s) in the aggregate principal amount of \$6,000,000.00 (individually and/or collectively, the "Subordinated Notes") in favor of the Subordinated Lender dated as of the date hereof (such Subordinated Notes, together with all other documents or instruments executed in connection therewith, including the Note Purchase Agreement dated as of December 20, 2010 among the Company and the Subordinated Lender (the "Subordinated Note Agreement") and all guarantees and other documents or instruments executed in connection therewith (as from time to time modified, extended, renewed, refinanced or restated to the extent permitted by the terms of this Agreement, collectively the "Subordinated Documents"). All of the Company's obligations under the Subordinated Documents are secured by second priority assignments of and security interests in substantially all of the now or hereafter acquired assets of the Company and its Subsidiaries, all as more fully set forth in the Subordinated Documents.

C. As a condition of the financing accommodations under the Senior Loan Documents, the parties hereto were required to enter into that certain Subordination and Intercreditor Agreement dated as of December 20, 2010 (the "Subordination Agreement") to establish the relative rights and priorities of the Senior Agent, the Senior Lenders and the Subordinated Lender under the Senior Loan Documents and the Subordinated Documents.

D. The Subordinated Lender has and will continue to benefit from the financing accommodations made by the Senior Lenders under the Credit Agreement and the other Loan Documents. The Subordinated Lender and the Company desire to enter into this First Amendment in order to induce

the Senior Lenders to enter into that certain Third Amendment to Loan and Security Agreement and Consent of even date herewith (the "Third Amendment to Loan Agreement") pursuant to which the Senior Lenders have agreed to extend and increase the principal amount of the Senior Indebtedness. The Subordinated Lender acknowledges that the Senior Lenders would not enter into the Third Amendment to Loan Agreement but for the execution of this First Amendment.

E. The Company, the Senior Agent and the Subordinated Lender have agreed to the modification of certain provisions contained in the Subordination Agreement upon the terms and conditions hereinafter set forth.

In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Subordination Agreement.

2. Amendments to Subordination Agreement.

(a) The definition of "Company" under Section 1 of the Subordination Agreement is hereby amended and restated to read as follows:

"Company" shall have the meaning set forth in the recitals hereof and, in addition, shall include any Person that from time to time joins the Credit Agreement as a "Borrower" including, without limitation, C&C Tank Erectors LLC, a Missouri limited liability company, and All State Tank Manufacturing, L.L.C., an Oklahoma limited liability company.

(b) Section 14(b) of the Subordination Agreement is hereby amended by deleting the reference to "\$3,000,000" and substituting in lieu thereof "\$5,000,000".

3. Consent. Subordinated Lender hereby acknowledges and consents to all of the terms and conditions of that certain Third Amendment to Loan and Security Agreement and Consent of even date herewith by and among the Senior Agent, the Senior Lenders and the Company including, without limitation, the increase in principal amount of the Revolving Loan Commitment to \$10,000,000, and the increase in principal amount of the Term Loan Commitment to \$18,600,000.

4. Effect on the Subordination Agreement.

(a) Upon the effectiveness of this First Amendment, each reference in the Subordination Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Subordination Agreement as amended hereby.

(b) Except as specifically amended herein, the Subordination Agreement, and all other documents, instruments and agreements executed and/or delivered in connection therewith, shall remain in full force and effect, and are hereby ratified and confirmed.

(c) The execution, delivery and effectiveness of this First Amendment shall not operate as a waiver of any right, power or remedy of the Senior Agent, the Senior Lenders, or the Subordinated Lender, nor, except as otherwise expressly provided herein, constitute a waiver of any provision of the Subordination Agreement, or any other documents, instruments or agreements executed and/or delivered under or in connection therewith.

5. Governing Law. This Third Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and shall be governed by and construed in accordance with the laws of the State of Illinois.

6. Headings. Section headings in this Third Amendment are included herein for convenience of reference only and shall not constitute a part of this Third Amendment for any other purpose.

7. Counterparts. This Third Amendment may be executed by the parties hereto in one or more counterparts, each of which taken together shall be deemed to constitute one and the same instrument.

The parties hereto have executed this Agreement as of the date first above written.

SENIOR LENDER:

THE PRIVATEBANK AND TRUST COMPANY

By: 

Name: Ed Dehner

Title: Managing Director

SUBORDINATED LENDER:

EAGLE FUND II, L.P.

BY: EAGLE FUND II PARTNERS, L.L.C.

Its: General Partner

By: \_\_\_\_\_

Name: Matthew J. Koster

Title: Principal

The parties hereto have executed this Agreement as of the date first above written.

SENIOR LENDER:


THE PRIVATEBANK AND TRUST COMPANY

By: \_\_\_\_\_  
Name: Ed Dehner  
Title: Managing Director

SUBORDINATED LENDER:

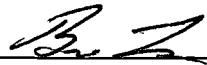
EAGLE FUND II, L.P.

BY: EAGLE FUND II PARTNERS, L.L.C.  
Its: General Partner


By:  \_\_\_\_\_  
Name: Matthew J. Koster  
Title: Principal

COMPANY:


GLOBAL STORAGE SOLUTIONS, LLC  
(F/K/A BELL VENTURES, LLC), a Missouri  
limited liability company

By:   
Name: Brian A. Lovett  
Title: Manager


USA TANK SALES & ERECTION COMPANY INC.,  
a Missouri corporation

By:   
Name: Brian A. Lovett  
Title: Executive Vice President

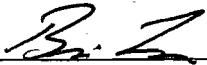
M & W TANK CONSTRUCTION CO.,  
a Louisiana corporation

By:   
Name: Brian A. Lovett  
Title: Executive Vice President


TOTAL TANKS, LLC,  
a Texas limited liability company

By:   
Name: Brian A. Lovett  
Title: Manager

DEEP CREEK ENGINEERING, LLC,  
a Missouri limited liability company

By:   
Name: Brian A. Lovett  
Title: Manager

C&C TANK ERECTORS, LLC,  
a Missouri limited liability company

By:   
Name: Michael Morgan  
Title: Manager