

**AMENDED AND RESTATED REVOLVING NOTE**

\$15,500,000

CHICAGO, ILLINOIS  
JULY 26, 2007

FOR VALUE RECEIVED, on or before April 4, 2007 (or, if such day is not a Business Day, on the next following Business Day), the undersigned, ROCKFORD PRODUCTS CORPORATION, an Illinois corporation, as Debtor-in-Possession and each other Person that executes a joinder to the Loan Agreement and becomes a borrower thereunder (collectively, the "Borrowers" and, individually, each a "Borrower"), jointly and severally, each promise to pay to BRIDGE OPPORTUNITY FINANCE, LLC ("Payee") or its registered assigns at the principal offices of BRIDGE HEALTHCARE FINANCE, LLC, as Revolving Loan Administrative Agent (in such capacity, "Revolving Loan Administrative Agent"), the maximum principal sum of Fifteen Million Five Hundred Thousand Dollars (\$15,500,000) or, if less, the aggregate unpaid principal amount of all Revolving Loans made by Lender to any one or more of the Borrowers pursuant to the Loan Agreement and the Financing Order each referred to below, on the dates and in the amounts set forth in the Loan Agreement and the Financing Order, together with interest on the unpaid principal amount hereof, at the rates and on the dates set forth in the Loan Agreement and the Financing Order. If not sooner paid, the Borrowers shall pay the principal of and accrued and unpaid interest on the Revolving Loans in full on April 4, 2010.

Payments of both principal and interest are to be made in the lawful money of the United States of America in immediately available funds at Revolving Loan Administrative Agent's principal office at 233 South Wacker Drive, Suite 5350, Chicago, Illinois 60606, or at such other place as may be designated by Revolving Loan Administrative Agent to the Borrowers in writing.

This Revolving Note (this "Note") evidences indebtedness incurred under and is subject to the terms and provisions of (i) that certain Loan and Security Agreement dated as of April 4, 2007 (as the same has been and may hereafter be amended, modified, restated or supplemented from time to time, called the "Loan Agreement") among the Borrowers, Revolving Loan Administrative Agent, Bridge Opportunity Finance, LLC, as Term Loan Administrative Agent, Lender and certain other financial institutions from time to time a party thereto and (ii) that certain Order Authorizing Debtors: (A) To Use Cash Collateral; (B) To Incur Postpetition Debt; and (C) To Grant Adequate Protection And Provide Security And Other Relief to Bridge Opportunity Finance, LLC And Bridge Healthcare Finance, LLC, as such order may become final and/or be amended, modified or supplemented (the "Financing Order"). The Loan Agreement and the Financing Order, to which reference is hereby made, set forth said terms and provisions, including those under which this Note may or must be paid prior to its due date or may have its due date accelerated. Terms used but not otherwise defined herein are used herein as defined in the Loan Agreement. This Note is secured by the personal property described in and pursuant to the Loan Agreement and various Loan Documents referred to therein, including without limitation the Financing Order, and reference is made thereto for a statement of terms and provisions of such Collateral security, a description of Collateral and the rights of Agents and Lenders in respect thereof.

Unless and until an Assignment and Acceptance effecting the assignment or transfer of the obligations evidenced hereby shall have been accepted by Revolving Loan Administrative Agent and recorded in the Register, each of the undersigned Borrowers, Revolving Loan Administrative Agent and Lenders shall be entitled to deem and treat Payee as the owner and holder of this Note and the obligations evidenced hereby for the purpose of receiving payment of, or on account of, the principal, interest and other amounts due on this Note and for all other purposes, notwithstanding notice to the contrary (subject to the rights of any collateral assignee of this Note if so provided in Section 19(e) of the Loan Agreement). Payee hereby agrees, by its acceptance hereof, that before disposing of this Note or any part hereof it will make a notation hereon of all principal payments previously made hereunder and of the date to which interest hereon has been paid; provided, the failure to make a notation of any payment made on this Note shall not limit or otherwise affect the obligations of each of the undersigned Borrowers hereunder with respect to payments of principal of or interest on this Note.

Upon the occurrence of an Event of Default, the unpaid balance of the principal amount of this Note, together with all accrued and unpaid interest thereon, may become, or may be declared to be, due and payable in the manner, upon the conditions and with the effect provided in the Loan Agreement and the other Loan Documents (including without limitation the Financing Order).

In addition to, and not in limitation of, the foregoing and the provisions of the Loan Agreement and the Financing Order hereinabove referred to, each Borrower, jointly and severally, further agrees, subject only to any limitation imposed by applicable law, to pay all expenses, including reasonable attorneys' fees and expenses, incurred by the holder of this Note in seeking to collect any amounts payable hereunder which are not paid when due, whether by acceleration or otherwise.

No reference herein to the Loan Agreement or the Financing Order and no provision of this Note, the Loan Agreement or the Financing Order shall alter or impair the obligations of each of the undersigned Borrowers, which are absolute and unconditional, to pay the principal of and interest on this Note at the place, at the respective times, and in the currency herein prescribed.

Each of the undersigned Borrowers and any endorsers of this Note hereby consents to renewals and extensions of time at or after the maturity hereof, without notice, and hereby waives diligence, presentment, protest, demand, notice of every kind and, to the full extent permitted by law, the right to plead any statute of limitations as a defense to any demand hereunder.

This Note is binding upon the Borrowers and their successors and assigns, and shall inure to the benefit of Payee and its registered assigns. The Borrowers and their successors and assigns shall be jointly and severally obligated hereunder. This Note is made under and governed by the laws of the State of Illinois without regard to conflict of laws principles.

This Amended and Restated Revolving Note amends and restates in its entirety the certain Revolving Note dated April 4, 2007 in the original principal amount of \$15,500,000 executed by Rockford Products Corporation in favor of Payee, and shall not be deemed a repayment or novation thereof.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Borrower has executed this Amended and Restated Revolving Note as of the day and year first above written.

ROCKFORD PRODUCTS CORPORATION,  
an Illinois corporation

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AMENDED AND RESTATED TERM NOTE**

\$6,312,000

CHICAGO, ILLINOIS  
JULY 26, 2007

FOR VALUE RECEIVED, the undersigned, ROCKFORD PRODUCTS CORPORATION, an Illinois corporation, as Debtor-in-Possession and each other Person that executes a joinder to the Loan Agreement and becomes a borrower thereunder (collectively, the "Borrowers" and, individually, each a "Borrower"), jointly and severally, each promise to pay to BRIDGE OPPORTUNITY FINANCE, LLC ("Payee) or its registered assigns at the principal offices of BRIDGE OPPORTUNITY FINANCE, LLC, as Term Loan Administrative Agent (in such capacity, "Term Loan Administrative Agent"), the principal sum of Six Million Three Hundred Twelve Thousand Dollars (\$6,312,000), or such lesser principal amount as may be then outstanding, on the dates and in the amounts set forth in the Loan Agreement and the Financing Order each referred to below, together with interest on the unpaid principal amount hereof, at the rates and on the dates set forth in the Loan Agreement and the Financing Order. If not sooner paid, the Borrowers shall pay the principal of and accrued and unpaid interest on the Term Loan in full on April 4, 2010.

Payments of both principal and interest are to be made in the lawful money of the United States of America in immediately available funds at Term Loan Administrative Agent's principal office at 233 South Wacker Drive, Suite 5350, Chicago, Illinois 60606, or at such other place as may be designated by Term Loan Administrative Agent to the Borrowers in writing.

This Term Note (this "Note") evidences indebtedness incurred under and is subject to the terms and provisions of (i) that certain Loan and Security Agreement dated as of April 4, 2007 (as the same has been and may hereafter be amended, modified, restated or supplemented from time to time, called the "Loan Agreement") among the Borrowers, Term Loan Administrative Agent, Bridge Healthcare Finance, LLC, as Revolving Loan Administrative Agent, Lender and certain other financial institutions from time to time a party thereto and (ii) that certain Order Authorizing Debtors: (A) To Use Cash Collateral; (B) To Incur Postpetition Debt; and (C) To Grant Adequate Protection And Provide Security And Other Relief to Bridge Opportunity Finance, LLC And Bridge Healthcare Finance, LLC, as such order may become final and/or be amended, modified or supplemented (the "Financing Order"). The Loan Agreement and the Financing Order, to which reference is hereby made, set forth said terms and provisions, including those under which this Note may or must be paid prior to its due date or may have its due date accelerated. Terms used but not otherwise defined herein are used herein as defined in the Loan Agreement. This Note is secured by the personal property described in and pursuant to the Loan Agreement and various Loan Documents referred to therein, including without limitation the Financing Order, and reference is made thereto for a statement of terms and provisions of such collateral security, a description of Collateral and the rights of Agents and Lenders in respect thereof.

Unless and until an Assignment and Acceptance effecting the assignment or transfer of the obligations evidenced hereby shall have been accepted by Term Loan

Administrative Agent and recorded in the Register, each of the undersigned Borrowers, Term Loan Administrative Agent and Lenders shall be entitled to deem and treat Payee as the owner and holder of this Note and the obligations evidenced hereby for the purpose of receiving payment of, or on account of, the principal, interest and other amounts due on this Note and for all other purposes, notwithstanding notice to the contrary (subject to the rights of any collateral assignee of this Note if so provided in Section 19(e) of the Loan Agreement). Payee hereby agrees, by its acceptance hereof, that before disposing of this Note or any part hereof it will make a notation hereon of all principal payments previously made hereunder and of the date to which interest hereon has been paid; provided, the failure to make a notation of any payment made on this Note shall not limit or otherwise affect the obligations of each of the undersigned Borrowers hereunder with respect to payments of principal of or interest on this Note.

Upon the occurrence of an Event of Default, the unpaid balance of the principal amount of this Note, together with all accrued and unpaid interest thereon, may become, or may be declared to be, due and payable in the manner, upon the conditions and with the effect provided in the Loan Agreement and the other Loan Documents (including without limitation the Financing Order).

In addition to, and not in limitation of, the foregoing and the provisions of the Loan Agreement and the Financing Order hereinabove referred to, each Borrower, jointly and severally, further agrees, subject only to any limitation imposed by applicable law, to pay all expenses, including reasonable attorneys' fees and expenses, incurred by the holder of this Note in seeking to collect any amounts payable hereunder which are not paid when due, whether by acceleration or otherwise.

No reference herein to the Loan Agreement or the Financing Order and no provision of this Note, the Loan Agreement or the Financing Order shall alter or impair the obligations of each of the undersigned Borrowers, which are absolute and unconditional, to pay the principal of and interest on this Note at the place, at the respective times, and in the currency herein prescribed.

Each of the undersigned Borrowers and any endorsers of this Note hereby consents to renewals and extensions of time at or after the maturity hereof, without notice, and hereby waives diligence, presentment, protest, demand, notice of every kind and, to the full extent permitted by law, the right to plead any statute of limitations as a defense to any demand hereunder.

This Note is binding upon the Borrowers and their successors and assigns, and shall inure to the benefit of Payee and its registered assigns. The Borrowers and their successors and assigns shall be jointly and severally obligated hereunder. This Note is made under and governed by the laws of the State of Illinois without regard to conflict of laws principles.

This Amended and Restated Term Note amends and restates in its entirety the certain Term Note dated April 4, 2007 in the original principal amount of \$6,312,000

executed by Rockford Products Corporation in favor of Payee, and shall not be deemed a repayment or novation thereof.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Borrower has executed this Amended and Restated Note on the date above set forth.

ROCKFORD PRODUCTS  
CORPORATION, an  
Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**AMENDED AND RESTATED REVOLVING NOTE**

\$5,000,000

CHICAGO, ILLINOIS  
JULY 26, 2007

FOR VALUE RECEIVED, on or before April 4, 2007 (or, if such day is not a Business Day, on the next following Business Day), the undersigned, ROCKFORD PRODUCTS CORPORATION, an Illinois corporation, as Debtor-in-Possession, and each other Person that executes a joinder to the Loan Agreement and becomes a borrower thereunder (collectively, the "Borrowers" and, individually, each a "Borrower"), jointly and severally, each promise to pay to BRIDGE HEALTHCARE FINANCE, LLC ("Payee") or its registered assigns at the principal offices of BRIDGE HEALTHCARE FINANCE, LLC, as Revolving Loan Administrative Agent (in such capacity, "Revolving Loan Administrative Agent"), the maximum principal sum of Five Million Dollars (\$5,000,000) or, if less, the aggregate unpaid principal amount of all Revolving Loans made by Lender to any one or more of the Borrowers pursuant to the Loan Agreement and the Financing Order each referred to below, on the dates and in the amounts set forth in the Loan Agreement and the Financing Order, together with interest on the unpaid principal amount hereof, at the rates and on the dates set forth in the Loan Agreement and the Financing Order. If not sooner paid, the Borrowers shall pay the principal of and accrued and unpaid interest on the Revolving Loans in full on April 4, 2010.

Payments of both principal and interest are to be made in the lawful money of the United States of America in immediately available funds at Revolving Loan Administrative Agent's principal office at 233 South Wacker Drive, Suite 5350, Chicago, Illinois 60606, or at such other place as may be designated by Revolving Loan Administrative Agent to the Borrowers in writing.

This Revolving Note (this "Note") evidences indebtedness incurred under and is subject to the terms and provisions of (i) that certain Loan and Security Agreement dated as of April 4, 2007 (as the same has been and may hereafter be amended, modified, restated or supplemented from time to time, called the "Loan Agreement") among the Borrowers, Revolving Loan Administrative Agent, Bridge Opportunity Finance, LLC, as Term Loan Administrative Agent, Lender and certain other financial institutions from time to time a party thereto and (ii) that certain Order Authorizing Debtors: (A) To Use Cash Collateral; (B) To Incur Postpetition Debt; and (C) To Grant Adequate Protection And Provide Security And Other Relief to Bridge Opportunity Finance, LLC And Bridge Healthcare Finance, LLC, as such order may become final and/or be amended, modified or supplemented (the "Financing Order"). The Loan Agreement and the Financing Order, to which reference is hereby made, set forth said terms and provisions, including those under which this Note may or must be paid prior to its due date or may have its due date accelerated. Terms used but not otherwise defined herein are used herein as defined in the Loan Agreement. This Note is secured by the personal property described in and pursuant to the Loan Agreement and various Loan Documents referred to therein, including without limitation the Financing Order, and reference is made thereto for a statement of terms and provisions of such

Collateral security, a description of Collateral and the rights of Agents and Lenders in respect thereof.

Unless and until an Assignment and Acceptance effecting the assignment or transfer of the obligations evidenced hereby shall have been accepted by Revolving Loan Administrative Agent and recorded in the Register, each of the undersigned Borrowers, Revolving Loan Administrative Agent and Lenders shall be entitled to deem and treat Payee as the owner and holder of this Note and the obligations evidenced hereby for the purpose of receiving payment of, or on account of, the principal, interest and other amounts due on this Note and for all other purposes, notwithstanding notice to the contrary (subject to the rights of any collateral assignee of this Note if so provided in Section 19(e) of the Loan Agreement). Payee hereby agrees, by its acceptance hereof, that before disposing of this Note or any part hereof it will make a notation hereon of all principal payments previously made hereunder and of the date to which interest hereon has been paid; provided, the failure to make a notation of any payment made on this Note shall not limit or otherwise affect the obligations of each of the undersigned Borrowers hereunder with respect to payments of principal of or interest on this Note.

Upon the occurrence of an Event of Default, the unpaid balance of the principal amount of this Note, together with all accrued and unpaid interest thereon, may become, or may be declared to be, due and payable in the manner, upon the conditions and with the effect provided in the Loan Agreement and the other Loan Documents (including without limitation the Financing Order).

In addition to, and not in limitation of, the foregoing and the provisions of the Loan Agreement and the Financing Order hereinabove referred to, each Borrower, jointly and severally, further agrees, subject only to any limitation imposed by applicable law, to pay all expenses, including reasonable attorneys' fees and expenses, incurred by the holder of this Note in seeking to collect any amounts payable hereunder which are not paid when due, whether by acceleration or otherwise.

No reference herein to the Loan Agreement or the Financing Order and no provision of this Note, the Loan Agreement or the Financing Order shall alter or impair the obligations of each of the undersigned Borrowers, which are absolute and unconditional, to pay the principal of and interest on this Note at the place, at the respective times, and in the currency herein prescribed.

Each of the undersigned Borrowers and any endorsers of this Note hereby consents to renewals and extensions of time at or after the maturity hereof, without notice, and hereby waives diligence, presentment, protest, demand, notice of every kind and, to the full extent permitted by law, the right to plead any statute of limitations as a defense to any demand hereunder.

This Note is binding upon the Borrowers and their successors and assigns, and shall inure to the benefit of Payee and its registered assigns. The Borrowers and their successors and assigns shall be jointly and severally obligated hereunder. This Note is made

under and governed by the laws of the State of Illinois without regard to conflict of laws principles.

This Amended and Restated Revolving Note amends and restates in its entirety the certain Revolving Note dated April 4, 2007 in the original principal amount of \$5,000,000 executed by Rockford Products Corporation in favor of Payee, and shall not be deemed a repayment or novation thereof.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Borrower has executed this Amended and Restated Revolving Note as of the day and year first above written.

ROCKFORD PRODUCTS CORPORATION,  
an Illinois corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_