

**EXHIBIT B**  
**(Second Lien Term Sheet)**



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## AMENDED AND RESTATED SECOND LIEN CREDIT AGREEMENT TERM SHEET

*This Term Sheet outlines the treatment of the Second Lien Claims under the Plan. Certain capitalized terms used herein are defined in the Plan.*

1. On the Effective Date, holders of Second Lien Claims (other than the Sopris Second Lien Claims) shall receive, in respect of the default occurring as a result of the Company's failure to pay the cash interest payment due on September 10, 2007 under the Second Lien Credit Agreement, payment in kind of all amounts due in connection with such default (which amounts shall bear interest as provided for in paragraph 2 below).
2. For all interest periods beginning September 10, 2007 through and including the Effective Date (the Initial PIK Period"), the Company will elect to pay "PIK Interest" (as such term is defined in the Second Lien Credit Agreement). During the Initial PIK Period, interest will accrue as Base Rate Loans (as defined in the Second Lien Credit Agreement), plus the existing PIK margin increase ("PIK Margin") of 75 basis points and the default margin increase of 200 basis points.
3. Holders of Allowed Reinstated Second Lien Claims (other than the Sopris Second Lien Claims) shall receive their pro-rata share of Company obligations to be established under the Amended and Restated Second Lien Credit Agreement. The Amended and Restated Second Lien Credit Agreement shall provide as follows (and any inconsistent provisions in the Second Lien Credit Agreement shall not be included in the Amended and Restated Second Lien Credit Agreement):
  - The initial principal balance of the Amended and Restated Second Lien Credit Agreement shall include all amounts referred to in paragraphs 1 and 2 above.
  - The Amended and Restated Second Lien Credit Agreement shall bear interest at a PIK Interest rate equal to the Adjusted Eurodollar Rate (as defined in the Second Lien Credit Agreement) plus 1275 basis points beginning on the Effective Date; increasing by 25 basis points on the first anniversary of the Effective Date, with additional 25 basis point increases at the end of each six-month period following the first anniversary.
  - Notwithstanding the foregoing, in the event all of the then-existing First Lien debt is refinanced, the Company will be required to conduct a quarterly test of the Interest Coverage Ratio (as defined in the First Lien Credit Agreement) based on trailing twelve month results. In the event the Interest Coverage Ratio, pro forma for the effect of the conversion of Second Lien interest to cash pay, exceeds 2.0x, the Company would be required to pay Second Lien interest in cash in the subsequent quarter at a revised interest rate equal to the Adjusted Eurodollar Rate plus 800 basis points. It shall be an immediate event of default (not subject to any grace and/or cure periods) under the Amended and Restated Second Lien Credit Agreement if the Reorganized Debtors fail to pay all of their obligations under the Amended and Restated First Lien Credit Agreement within 90 days after the payment obligations under the Amended and Restated First Lien Credit Agreement are reduced to \$20 million or less.
  - Additional deferred fees equal to 0.5% of the principal amount of the then existing Second Lien obligations shall be earned, due and paid in kind on the 18 month anniversary of the Effective Date. Additional fee equal to 0.5% of the then existing Second Lien obligations shall be earned, due and paid in kind on the 24 month anniversary of the Effective Date.
  - The reorganized Company shall be prohibited from paying any cash dividends until such time as the obligations under the Amended and Restated Second Lien Credit Agreement have been satisfied in full in cash.
4. The Amended and Restated Second Lien Credit Agreement shall otherwise be on the same terms as the Second Lien Credit Agreement (provided that any terms that are inconsistent with the terms contained in this Amended and Restated Second Lien Credit Agreement Term Sheet shall not be included in the Amended and Restated Second Lien Credit Agreement) and contain such other terms as are reasonably acceptable to Sopris and the Second Lien Requisite Holders (as defined in the Plan Support Agreement) (excluding those Second Lien Claims held by Sopris for the purpose of this paragraph 4 only) and the First Lien Requisite Holders (as defined in the Plan Support Agreement).