the extent that such payment would not violate any contractual or governmental restrictions, such Subsidiary's share of the Federal income tax liability of the Group for which such member of the Worldwide Group becomes liable solely pursuant to Treasury Regulation Section 1.1502-6. Parent agrees to use reasonable efforts to have any restrictions on payments by a Subsidiary of Parent under such agreement waived or otherwise removed, provided that such efforts shall not cause the imposition on Parent or such Subsidiary of any additional costs or legal or regulatory burdens deemed by Parent or such Subsidiary to be material.

25. Governing Law.

This Agreement shall be governed by the laws applicable to contracts entered into and to be fully performed within the State of New York by residents thereof.

26. Termination.

This Agreement may be terminated at the option of Parent at any time from and after there has been payment in full in cash of principal of and interest on all Loans (as defined in the Credit Agreement), all fees and expenses accrued as of the date of such payment and all other amounts then due and payable by Worldwide under the Credit Agreement (and none of the Commitments (as defined in the Credit Agreement) remain in effect).

27. Third Party Beneficiaries.

Parent hereby acknowledges that the Agent and Banks under the Credit Agreement (or their successors and assigns, as the case may be, for purposes of this Paragraph 27 the "Lenders") are relying on the provisions hereof in entering into, and agreeing to extend credit to Worldwide under, the Credit Agreement, and are intended to be third-party beneficiaries of the provisions hereof. Each of Parent and Consolidated further acknowledges and agrees that such Lenders, as third-party beneficiaries hereof, shall have the right and power to enforce the provisions hereof, in the name and on behalf of Worldwide and that no amendment to or termination of this Agreement shall be effective without the written consent of the Majority Banks (as defined in the Credit Agreement), for so long as any of the Commitments (as defined in the Credit Agreement) remain in effect and until payment in full in cash of principal of and interest on all Loans (as defined in the Credit Agreement), all fees and expenses accrued as of the date of such payment and all other amounts then due and payable by Worldwide under the Credit Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its respective duly authorized officer as of the date first set forth above.

POWER CONTROL TECHNOLOGIES INC.

By: /s/ Glenn Dickes