

**EXHIBIT A**

## AMENDED DIP GRID NOTE

\$26,300,000

Woodstock, Connecticut  
Date: As of June 30, 2009

FOR VALUE RECEIVED, the undersigned ("Maker") promises to pay to the order of Kuala Lumpur Kepong Berhad ("Lender"), a Malaysian corporation, with an address at Wisma Taiko, 1 Jalan S.P. Seenivasagam 30000 Ipoh, Perak, Malaysia, or at any other location Lender may designate by written notice to Maker, the sum of \$26,300,000 (TWENTY SIX MILLION THREE HUNDRED THOUSAND DOLLARS), or so much thereof as shall be advanced by Lender to Maker hereunder and not repaid, together with (i) interest on the unpaid principal amount hereof from time to time outstanding from the date hereof until the date on which this Note is paid in full, at the rates set forth below, and (ii) reimbursements of Lender's attorneys' fees and expenses as and to the extent provided for herein. This Amended DIP Grid Note substitutes and replaces that certain DIP Grid Note dated June 30, 2009 from Maker to Lender in the principal amount of \$40,000,000.

All Obligations other than the quarterly interest payments provided for below shall be payable in one lump-sum installment on the earlier of (i) November 30, 2009 unless extended by the Lender in its sole discretion (subject to the below extension as a result of the filing of a plan of reorganization), or (ii) the occurrence of an Event of Default (as defined below) (the earliest of such dates, the "Maturity Date"). If a Plan of Reorganization satisfactory to Lender is filed on or before November 30, 2009, then the Maturity Date shall be the earlier of January 31, 2010 or the entry of an order confirming such plan.

Prior to the Maturity Date, the outstanding principal amount of this Note shall bear interest at a fixed rate of 4.0% per annum, provided that following an Event of Default, this Note shall bear interest at a fixed rate of 6.0% per annum until such Event of Default is cured or waived. Interest shall be calculated on the basis of a 360-day year for actual days elapsed and shall be payable on September 30, 2009 and on a quarterly basis thereafter. In no event shall the interest rate applicable at any time to this Note exceed the maximum rate permitted by law.

The Obligations of Maker to Lender evidenced by this Note are secured by that certain DIP Security Agreement, dated as of the date hereof, executed by Maker in favor of Lender (the "Security Agreement").

As used in this Note, the following terms shall have the meanings set forth below:

"Advances": the aggregate unpaid principal amount of all advances made by the Lender to the Maker from time to time (each an "Advance" and collectively, the "Advances").

"Bankruptcy Code": the United States Bankruptcy Code, as the same may be amended from time to time.

"Bankruptcy Court": the United States Bankruptcy Court for the Southern District of New York.

"Budget": the revised budget attached as an Exhibit to the DIP Order.

“Collateral”: as defined in the Security Agreement.

“Line Letter”: that certain letter agreement between Lender and Maker, dated as of the date hereof, which provides for the making of Advances by Lender to Maker under this Note.

“Obligations”: all amounts payable under this Note, including principal, accrued interest and the attorneys’ fees and expenses reimbursable by Maker hereunder, and any and all other indebtedness, obligations and liabilities of Maker to Lender, and all claims of Lender against Maker, now existing or hereafter arising, direct or indirect, acquired outright, conditionally, or as collateral security from another, absolute or contingent, whether as principal or as guarantor, joint or several, secured or unsecured, matured or unmatured, monetary or non-monetary, arising out of contract or tort, liquidated or unliquidated, arising by operation of law or otherwise, and all extensions, renewals, refundings, replacements and modifications of any of the foregoing.

“Permitted Variance”: the right of Maker to spend up to 15%, in the aggregate, tested on a cumulative basis, in excess of the aggregate budgeted amounts set forth in the Budget.

Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Line Letter.

This Note evidences loans made by Lender to Maker from time to time, subject to, and as provided in the Line Letter. The unpaid principal balance of this Note at any time shall be the total amount advanced by Lender to Maker, less the total amount of principal payments made hereon by Maker. The date and amount of each such Advance and each payment on account of principal thereof may be endorsed by Lender on the grid attached to and made a part of this Note, and when so endorsed shall represent evidence thereof binding upon Maker in the absence of manifest error. Any failure by Lender to so endorse shall in no way mitigate or discharge the obligation of Maker to repay any loans actually made. Maker may prepay this Note in whole or in part at any time, without penalty, with all accrued interest to the date of prepayment.

Advances hereunder shall only be made at the request of Maker and at times and in amounts no greater than those specified in the Budget, subject to Permitted Variances. Requests for Advances and directions as to the disposition of the proceeds thereof may be given orally (including by telephone) or in writing to Lender by the officers of Maker or other persons authorized to borrow on Maker's behalf. Any such Advance so made shall be conclusively presumed to have been made to or for the benefit of Maker and Maker shall be liable in respect thereof when made in accordance with any such request or direction, or when deposited to any account of Maker. Lender may rely on any such request or direction which it believes to be genuine, and Lender shall be fully protected in so doing without any duty to make further inquiry as to such genuineness or in otherwise acting in good faith in the premises. By making a request for an Advance, Maker shall be deemed to be representing to Lender that (i) all of the representations and warranties of Maker set forth in this Note and in the Line Letter are true and correct as of the date of such request as if made on and as of such date, (ii) on such date Maker is not in breach of any of its covenants to Lender set forth in this Note, the Line Letter, the Security Agreement or in any other document or instrument of Maker to Lender, (iii) Maker has complied with all of its obligations under the DIP Order, and (iv) no Event of Default has occurred.

This Note shall be payable in lawful money of the United States of America in immediately available funds. Except as otherwise provided herein with respect to prepayments, all payments on this Note shall be applied to the payment of accrued interest and accrued reimbursement

obligations with respect to Lender's attorneys' fees and expenses before being applied to the payment of principal. Any payment which is required to be made on a day which is not a banking business day in the City of New York shall be payable on the next succeeding banking business day and such additional time shall be included in the computation of interest. In the event that any other Obligations are due at any time that Lender receives a payment from Maker on account of this Note or any such other Obligations, Lender may apply such payment to amounts due under this Note or any such other Obligations in such manner as Lender, in its discretion, elects, regardless of any instructions from Maker to the contrary.

To induce Lender to make loans to Maker, Maker represents, warrants and covenants to Lender that: (i) all of Maker's representations and warranties to Lender are, as of the date hereof and as of the date of each Advance, true and accurate in all respects, (ii) the execution, delivery and performance by Maker of this Note have been duly authorized by all necessary corporate or other action and do not and will not violate or conflict with its charter or by-laws or other constituent documents; (iii) this Note has been fully executed by an authorized officer of Maker; (iv) subject to the entry of the DIP Order, the execution, delivery, and performance by Maker of this Note does not and will not violate or conflict with any law, rule, regulation or order binding on Maker or any agreement or instrument to which Maker is a party or which may be binding on Maker; (v) this Note constitutes a legal, valid, binding and enforceable obligation of Maker, subject to the entry of the DIP Order, (vi) other than the entry of the DIP Order, no authorization, consent, approval, license, exemption of or filing or registration with, any court or government or governmental agency is or will be necessary to the valid execution, delivery or performance by Maker of this Note; (vii) the proceeds of the loans evidenced by this Note will only be used as provided for and in the amounts specified in the Budget, subject to the Permitted Variance and (viii) as of the date hereof, there are no pending or threatened actions, suits or proceedings against or affecting Maker by or before any court, commission, bureau or other governmental agency or instrumentality, which, individually or in the aggregate, if determined adversely to Maker, would have a material adverse effect on the business, properties, operations, or condition, financial or otherwise, of Maker.

All Obligations shall constitute allowed superpriority administrative expenses in Maker's bankruptcy case, with administrative priority and senior secured status under sections 364(c) and 364(d) of the Bankruptcy Code. Subject only to the Carve Out (as defined in the DIP Order), such administrative claim shall have priority over all other costs and expenses of the kinds specified in, or ordered pursuant to, sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726, 1113, 1114 or any other provision of the Bankruptcy Code ("Superpriority Claims"), and shall at all times be senior to the rights of any other creditor of Maker in Maker's bankruptcy case or any subsequent proceeding or case under the Bankruptcy Code. The first priority security interest in and lien on the Collateral granted in favor of Lender shall have the priority and senior secured status afforded by sections 364(c) and 364(d)(1) of the Bankruptcy Code.

Maker agrees that (i) the Obligations hereunder shall not be discharged by the entry of an order confirming a plan of reorganization in any chapter 11 case and (ii) the Superpriority Claims shall not be affected in any manner by the entry of an order confirming a plan of reorganization in any chapter 11 case.

The occurrence of any of the following shall constitute an "Event of Default": (i) default in payment of any amount due under this Note or in the payment or performance of any other Obligation or material agreement of any nature or description to or with Lender; (ii) any material representation or warranty of Maker in this Note, the Security Agreement, the Line Letter or any other instrument or agreement with or in favor of Lender shall prove to be inaccurate or untrue; (iii)

granting any security interest by Maker with respect to its assets (other than to Lender or as otherwise permitted by Lender in writing); (iv) Maker obtaining any additional financing pursuant to sections 364(c) or (d) of the Bankruptcy Code without Lender's consent; (v) Maker incurring any obligation senior to or pari passu with the Obligations; (vi) the filing of a disclosure statement, that has not been withdrawn or dismissed by Bankruptcy Court order within ten business days, with respect to or the confirmation of any plan or reorganization in Maker's bankruptcy case that does not provide for the indefeasible payment in full of all of the Obligations or is otherwise consented to by the Lender; (vii) the dismissal of Maker's chapter 11 case or the conversion of such case to a case under chapter 7 of the Bankruptcy Code; (viii) the entry of an order in Maker's chapter 11 case avoiding any of the Obligations or requiring repayment of any portion of a payment made by Maker on account of the Obligations to Lender; (ix) Maker's failure to furnish Lender with any requested material financial information or to permit inspection of books or records by Lender or any of its agents, attorneys or accountants, provided that the Lender will provide Maker and counsel to the Committee with written notice of Maker's breach under this subsection and Maker shall have three business days to cure such failure; (x) Maker's failure to perform any of its material obligations under the DIP Order, (xi) Maker withdrawing its motion for entry of the DIP Order, or (xii) the breach of any material covenant or the occurrence of a default or event of default under the Line Letter, Security Agreement or any other instrument or agreement entered into in connection with this Note, including, without limitation, failure to comply with the Budget, subject to the Permitted Variance, provided that the Lender will provide Maker and counsel to the Committee with written notice of Maker's breach or any default or event of default and Maker shall have three business days to cure such breach or default.

Upon the occurrence of an Event of Default, unless such Event of Default is otherwise waived by the Lender, Lender shall have no further obligations to make any Advances hereunder and under the Line Letter except for Advances to cover expenses already incurred, but not yet paid as of the occurrence of the Event of Default, by the Maker in accordance with the Budget, *provided, however,* the Lender shall have no obligation to make any Advances for expenses incurred by the Maker after the Lender delivers notice of the occurrence of an Event of Default. Prior to exercising its right to cease making Advances upon the occurrence of an Event of Default, Lender shall provide Maker and counsel to the Committee with written notice of the occurrence of an Event of Default and Lender's intent to cease making Advances and Maker shall have five (5) business days to cure such default(s) (the "Cure Period"). Upon the occurrence of an Event of Default, unless such Event of Default is otherwise waived by the Lender or cured, Lender may (a) declare by notice to Maker any and all Obligations of Maker to be immediately due and payable and (b) exercise any and all of the remedies available to it under the Security Agreement and/or applicable law without any prior notice to Maker or any other party.

All fees and expenses (including all legal fees and expenses) incurred by Lender in connection with the Facility, including without limitation all fees and expenses related to (i) the preparation and negotiation of this Note, the Security Agreement and the Line Letter; and (ii) the enforcement of any Lender's rights under any of the foregoing agreements shall be reimbursed by Maker and shall constitute Obligations hereunder. The aforesaid Obligations shall include all attorneys' fees and disbursements incurred by Lender in obtaining advice as to its rights and remedies in connection with this Note and each of the other agreements specified in the immediately preceding sentence, whether upon the occurrence of an Event of Default hereunder or otherwise.

Maker hereby waives presentment, notice of dishonor, protest and notice of protest, and any or all other notices or demands (other than demand for payment) in connection with the

delivery, acceptance, performance, default, endorsement or guarantee of this Note. The liability of Maker hereunder shall be unconditional and shall not be in any manner affected by any indulgence whatsoever granted or consented to by Lender, including, but not limited to any extension of time, renewal, waiver or other modification. Any failure of Lender to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any time and from time to time thereafter. Lender may accept late payments, or partial payments, even though marked "payment in full" or containing words of similar import or other conditions, without waiving any of its rights. No amendment, modification or waiver of any provision of this Note nor consent to any departure by Maker therefrom shall be effective, irrespective of any course of dealing, unless the same shall be in writing and signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. This Note cannot be changed or terminated orally or by estoppel or waiver or by any alleged oral modification regardless of any claimed partial performance referable thereto.

Maker shall indemnify and hold harmless each of Lender and its affiliates, officers, directors, employees, attorneys, agents and representatives (each, an "Indemnified Person"), from and against any and all suits, actions, proceedings, claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees and disbursements and other costs of investigation or defense, including those incurred upon any appeal but excluding loss of anticipated profits) that may be instituted or asserted against or incurred by any such Indemnified Person as the result of credit having been extended, suspended or terminated under this Note and the administration of such credit, and in connection with or arising out of the transactions contemplated hereunder and thereunder and any actions or failures to act in connection therewith (collectively, "Indemnified Liabilities"); provided, that Maker shall not be liable for any indemnification to an Indemnified Person to the extent that any such suit, action, proceeding, claim, damage, loss, liability or expense results from the gross negligence or willful misconduct of such Indemnified Person.

Any notice from Lender to Maker shall be deemed given when delivered to Maker by hand or when deposited in the United States mail and addressed to Maker at the last address of Maker appearing on Lender's records.

This Note shall be governed by and construed in accordance with the laws of the State of New York applicable to instruments made and to be performed wholly within that state. If any provision of this Note is held to be illegal or unenforceable for any reason whatsoever, such illegality or unenforceability shall not affect the validity of any other provision hereof.

Maker agrees that any suit for the enforcement of this Note may be brought in the courts of the State or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon Maker by mail at the address specified in this Note. Notwithstanding the foregoing, during the pendency of any bankruptcy case of Maker, the United States Bankruptcy Court for the Southern District of New York shall have exclusive jurisdiction to interpret and enforce this Note, and the parties hereto consent to the jurisdiction of such court. Maker hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court

Lender is authorized to fill in any blank spaces or make such corrections as are necessary to correct any patent typographical or ministerial errors herein.

CRABTREE & EVELYN, LTD.  
102 Peake Brook Road  
P.O. Box 167  
Woodstock, CT 06281-0167

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

