



December 12, 2008

Dear Investor:

As you may recall from the discussion at our recent investor meeting, we are working towards finalizing a line of credit that will act as a helpful cash management tool and, if we are successful in securing additional participants in the lending facility, provide the Fund with a moderate amount of leverage that could potentially be used to boost Fund level returns. One of the conditions precedent to securing this valuable borrowing facility is to obtain Investor Consents, and the form with which to grant such consent is attached hereto. We hope you will agree with its contents and will sign and return it to us no later than **Monday, December 22, 2008**.

By signing the Investor Consent, among other things, you acknowledge and/or agree to the following:

- (i) The amount of your called and funded Commitment, and undrawn amounts;
- (ii) Your obligation to pay your Unfunded Capital Commitment in accordance with the terms of the Partnership Agreement;
- (iii) That you will not otherwise pledge, assign or encumber your limited partnership interest in the Partnership; and
- (iv) That the General Partner of the Partnership is pledging its rights under the Partnership Agreement.

Bank of America has agreed to act as the arranger and lead lender of the loan. The initial amount of the borrowing facility will be \$80 million, and may be expanded to a maximum amount of \$225 million upon our obtaining additional commitments above the initial amount. The loan will initially be a subscription facility only, but may be used for general leverage purposes if we obtain an additional \$45 million in participants within certain timeframes. The loan is non-recourse to the investors beyond any Unfunded Capital Commitments, and is collateralized by the Unfunded Capital Commitments and the assets of the Partnership. It is for a 3 year term, bears interest at no greater than LIBOR plus 275 bps (or the base rate alternative), is NOT subject to mark-to-market adjustment, but IS subject to certain net worth, liquidity, investment-to-cost, debt service coverage and asset-based tests.

Overall, it is only based upon our very strong relationship with Capital One and Bank of America that we were able to secure any type of credit facility at all in the midst of the acute market turmoil. This facility will enable the Partnership to timely take advantage of opportunities that arise without “peppering” investors with interim (and sometimes small) capital calls. If we are successful in securing additional loan participants, as described above, it will provide us with moderate, but very valuable leverage that will likely boost returns and preserve valuable investor cash.

Please sign and return the attached Consent via email: jtsou@ramius.com or via facsimile: (212) 201-4890. If you have any questions, do not hesitate to call Christopher McCarthy at (212) 201-4894.

Sincerely,

RCG Longview Debt Fund IV Partners, LLC,
General Partner of the Partnership

**FORM OF
INVESTOR CONSENT**

As of December 12, 2008

RCG Longview Debt Fund IV, L.P.
c/o Ramius LLC
599 Lexington Avenue, 20th Floor
New York, NY 10022
ATTN: Christopher McCarthy

RE: \$80,000,000 Credit Facility (the “Facility”) evidenced by that certain Credit Agreement (as the same may be amended, restated, amended and restated, supplemented, extended, increased, refinanced or otherwise modified from time to time, the “Credit Agreement”; capitalized terms used herein but not defined herein shall have the meaning given them in the Credit Agreement) among RCG Longview Debt Fund IV, L.P. (the “Company”), as guarantor, and certain subsidiaries of the Company, as Borrowers (collectively, the “Borrowers”), the other lenders from time to time party thereto (collectively, the “Lenders”) and Bank of America, N.A., as Administrative Agent (the “Administrative Agent”)

Ladies and Gentlemen:

The purpose of this letter is to confirm the status of our involvement in the Company and to consent to, and acknowledge, certain aspects of the Facility.

We have entered into a Subscription Agreement with the Company (the “Subscription Agreement”), pursuant to which we have (i) purchased a limited partnership interest in the Company, and (ii) committed to make mandatory capital contributions (each, a “Commitment”) to the Company from time to time pursuant to the terms of that certain Third Amended and Restated Limited Partnership Agreement of the Company dated as of October 20, 2008 (as amended, restated, amended and restated, or otherwise modified from time to time, the “Partnership Agreement”) and the Subscription Agreement; provided, however, that at no time will we be required to make any payments in excess of the amount required by the Partnership Agreement.

As of the date hereof, \$112,698 of our total Commitment has been “called” of which we have funded \$112,698, and \$187,302 remains to be drawn upon the delivery of one or more written requests pursuant to and in accordance with the Partnership Agreement (a “Capital Demand Notice”).

We hereby acknowledge and confirm that under the terms of and subject to the limitations and conditions set forth in the Partnership Agreement, we are and shall remain

obligated to the Company for the full amount of our Unfunded Capital Commitment (as defined in the Partnership Agreement) required to be paid upon receipt of a Capital Demand Notice delivered in accordance with the terms of the Partnership Agreement (including, without limitation, (i) any Capital Demand Notice made by the Administrative Agent pursuant to the Pledge (as defined below), without deduction, offset, counterclaim or defense, and (ii) any such notices required pursuant to the Partnership Agreement as a result of the failure of any other partner to advance funds with respect to a Capital Demand Notice duly made, but in no event in excess of our Unfunded Capital Commitment).

We hereby agree that until the Administrative Agent and the Company notify us that the Facility has been terminated, we will not pledge, collaterally assign or otherwise encumber our limited partnership interest in the Company.

We hereby: (i) consent to the Company and the General Partner, and acknowledge that each of the Company and the General Partner is, pledging (the “Pledge”) to the Administrative Agent, the right to call and receive all payments of all or any portion of our Unfunded Capital Commitment in accordance with the terms of the Partnership Agreement and the Subscription Agreement as collateral to secure loans made to the Borrowers under the Facility (collectively, the “Loans”), (ii) represent that to our knowledge, as of the date hereof, there is no default or circumstance which with the passage of time and/or notice would constitute a default under the Partnership Agreement, which would constitute a defense to, or right of offset against, our obligation to fund our Capital Commitment or otherwise reduce our Capital Commitment, and to our knowledge, as of the date hereof, there is no defense to, or right of offset against, our obligation to fund our Capital Commitment, (iii) represent that the Subscription Agreement and the Partnership Agreement constitute our legal, valid and binding obligation, and are enforceable against us in accordance with their terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditor’s rights generally from time to time in effect and to general principles of equity, (iv) acknowledge that for so long as the Facility is in place, the Company and the General Partner have agreed with the Administrative Agent and the Lenders not to amend, modify, supplement, cancel, terminate, reduce or suspend any of our obligations under the Partnership Agreement without the Administrative Agent’s prior written consent except to the extent such consent is not required pursuant to the Credit Agreement, (v) acknowledge and consent that for so long as the Facility is in place, any claim that we may have against the Company or another investor in the Fund shall be subordinate to any claim that the Administrative Agent or the Lenders have against the Fund or such investor, (vi) acknowledge that the Facility is part of the indebtedness contemplated under the Partnership Agreement and is entitled to all of the benefits provided in the Partnership Agreement with respect thereto, (vii) acknowledge and confirm that no withdrawal by us or transfer of our interests pursuant to the Partnership Agreement (other than those pursuant to Sections 3.13 and 3.14 of the Partnership Agreement) shall be effective until either: (x) we have made a deposit into the Subscription Account (as defined below) in an amount equal to our prorated share of the then outstanding principal amount of Loans (including accrued interest thereon) based on the ratio of our Unfunded Capital Commitment at such time to the aggregate amount

of all Unfunded Capital Commitments of all partners at such time, or (y) we have obtained your consent, and (viii) acknowledge and confirm that, for so long as the Facility is in place, all payments made by us under the Subscription Agreement or the Partnership Agreement from and after the date hereof, will be made by wire transfer to the following account (the “Subscription Account”), or such other account as may be specified from time to time in writing by the General Partner (or by the Administrative Agent upon the occurrence and during the continuance of any Event of Default under the Facility), which account in each case the Company also has pledged as security for the Loans:

Bank: Bank of America, N.A.
Bank Address: 231 S. LaSalle
Chicago, IL 60604
ABA Number: 026009593
Account Name: BANK OF AMERICA AS AGENT FOR
RCG LONGVIEW DEBT FUND IV. L.P
COLLATERAL ACCT MANAGED BY BANA
Account #: 1459164416
ATTN: JOSEPH IBATUAN IL1-231-10-44

We also acknowledge that because the Administrative Agent and each Lender will be relying upon the statements made herein in connection with making the Facility available to the Borrowers, for so long as the Facility is in place, payments we make from and after the date hereof under the Subscription Agreement will not satisfy our obligation to the Company under our Commitment unless such contributions are paid into the above account. We hereby acknowledge and agree that the terms of the Credit Agreement and of each Loan Document (as defined therein) can be modified without further notice to us or our consent, including, but not limited to, any subsequent renewal of the Facility, refinancing of the Facility and any increases or decreases in size of Facility; provided, however, that in no event shall any modification of the Credit Agreement or any Loan Document alter our rights or obligations under the Partnership Agreement or the Subscription Agreement without our written consent. We hereby further acknowledge and agree that the Administrative Agent and/or any of the Lenders may assign all or part of its or their rights under this consent to any assignee of its/their rights under the Credit Agreement and the Loan Documents, and that this consent will remain in effect until we are notified jointly by the Administrative Agent and the General Partner that the Facility has been terminated, which notification the Borrower agrees to deliver to us at the address set forth promptly upon such termination.

By acknowledging this Investor Consent below, the Administrative Agent agrees to keep confidential all non-public information about us provided to you by us or by us on behalf of the Borrower pursuant to the Partnership Agreement that is designated confidential; *provided however*, that nothing herein shall prevent you from disclosing any such information: (a) to any Lender that participates in the Facility or any Affiliate of any Lender which has agreed in writing to comply with the provisions of this paragraph; (b) to any assignee, participant or prospective assignee or participant with respect to the Facility which has agreed in writing to comply with the provisions of this paragraph; (c) to the employees, directors, agents, attorneys, accountants,

and other professional advisers of any Lender, assignee, participant, prospective assignee or participant with respect to the Facility or their respective Affiliates which has agreed in writing to comply with the provisions of this paragraph; (d) upon the request or demand of any governmental authority having or asserting jurisdiction over you or any Lender; (e) in response to any order of any court or other governmental authority or as may otherwise be required pursuant to any requirement of law; (f) if requested or required to do so in connection with any litigation or similar proceeding; (g) which has been publicly disclosed other than in breach of this paragraph; (h) in connection with the exercise of any remedy under the Credit Agreement or any other Loan Document; or (i) upon the advice of counsel that such disclosure is required by law.

[remainder of page intentionally left blank]

We agree and acknowledge that (i) the representations, acknowledgements, consents and confirmations made hereinabove are made for the benefit of the Administrative Agent and each Lender in connection with it entering into the Facility with the Borrowers and (ii) the Administrative Agent and each Lender may rely on same as if such representations, acknowledgements, consents and confirmations were made to the Administrative Agent or such Lender.

Dennis Shasha, INVESTOR

Investor Signature

Name: _____

Title: _____

Name and Address:

Dennis Shasha
100 Bleecker Street, Apt. 7A
New York, NY 10012

Acknowledged this ____ day of
_____, 2008

BANK OF AMERICA, N.A.,
As Administrative Agent

By: _____

Name: _____

Title: _____