EXHIBIT A

Case 00-22876-TPA Doc 9930-1 Filed 06/17/14 Entered 06/17/14 12:47:57 Desc Exhibit A Page 2 of 5

Execution Version

TENTH AMENDMENT TO DEBTOR-IN-POSSESSION CREDIT AGREEMENT

This Amendment, dated as of June __, 2014 (this "Amendment"), is between PITTSBURGH CORNING CORPORATION, a Pennsylvania corporation, as debtor and debtor-in-possession (the "Borrower") in Case No. 00-22876-JKF before the United States Bankruptcy Court for the Western District of Pennsylvania, and PNC BANK, NATIONAL ASSOCIATION (the "Bank") with respect to the Debtor-in-Possession Credit Agreement between such parties dated as of June 15, 2000 (as amended, waived or otherwise modified from time to time, the "Agreement").

The Borrower and the Bank have entered into the Agreement and desire to be bound by the terms of the Agreement, as amended by this Amendment. Accordingly, the Borrower and the Bank hereby agree as follows:

- 1. **Definitions.** Except as otherwise defined herein, capitalized terms used herein have the respective meanings assigned to them in the Agreement.
- 2. <u>Amendments</u>. As of the date of the satisfaction of each of the conditions set forth in section 3 below (the "Effective Date"), the Bank and the Borrower agree to the amendments to the Agreement set forth below:
 - (a) Section 1.1 of the Agreement is hereby amended by deleting the definition of "Maturity Date" in its entirety and replacing it with the following:

"Maturity Date" means June 30, 2017.

- 3. <u>Effectiveness of the Amendment</u>. This Amendment shall become effective only upon satisfaction of each of the following conditions:
 - (a) <u>Amendment</u>. Receipt by the Bank of counterpart originals of this Amendment executed by the Bank and the Borrower.
 - (b) <u>Extension Fee</u>. Receipt by the Bank of an extension fee paid by the Borrower in the amount of \$15,000.
 - (c) <u>Other</u>. Upon the written request of the Bank, there shall have been delivered and executed or caused to be duly delivered and executed, at the cost and expense of the Borrower, such further documents, instruments, and approvals as may be necessary or proper, in the reasonable judgment of the Bank, relating to the satisfaction of the conditions in this section 3.

If: (i) the Borrower substantially consummates an effective chapter 11 plan prior to July 1, 2015, the \$15,000 fee above shall be credited to Bank's closing fees, or (ii) the Borrower substantially consummates an effective chapter 11 plan after July 1, 2015 and prior to July 1, 2016, \$7,500 shall be credited to Bank's closing fees, in either case (i) or (ii), associated with any credit facility effective on Borrower's emergence from bankruptcy entered into between Bank and reorganized Pittsburgh Corning Corporation

- 4. **<u>Representations</u>**. The Borrower represents to the Bank that:
 - (a) This Amendment has been duly authorized by all necessary corporate action on the part of the Borrower, has been duly executed and delivered by a duly authorized officer or officers of the Borrower, and constitutes the valid and binding agreement of the Borrower, enforceable against the Borrower in accordance with its terms.
 - (b) This Amendment constitutes a non-material modification and amendment to the Agreement for the purposes of the Financing Order.
 - (c) After giving effect to this Amendment, no condition or event has occurred or exists that constitutes or that, after notice or lapse of time or both, would constitute an Event of Default.
 - (d) The Borrower is in full compliance with all covenants and agreements contained in the Agreement and the other Loan Documents to which it is a party.

In addition, the Borrower hereby affirms and repeats each of the representations and warranties made by it to the Bank in Article IV of the Agreement as of the Effective Date (except representations and warranties which expressly relate to an earlier date or time, which representations and warranties shall be true and correct on and as the specific dates or times referred to therein).

- 5. **<u>Ratification of Agreement</u>**. The Agreement, after giving effect to this Amendment, is hereby ratified, confirmed and approved in all respects, and the Agreement is and shall remain in full force and effect in accordance with the terms thereof.
- 6. <u>Survival of Representations and Warranties</u>. All representations and warranties made in this Amendment shall survive the execution and delivery of this Amendment, and no investigation by the Bank or other event shall affect the representations and warranties or the right of the Bank to rely upon them.
- 7. <u>Amendments to this Amendment</u>. This Amendment may not be amended, modified or altered in any respect whatsoever, except in accordance with the terms of the Agreement.
- 8. <u>Entire Agreement</u>. This Amendment is specifically limited to the matters expressly set forth herein. This Amendment and all other instruments, agreements and documentation executed and delivered in connection with this Amendment embody the final, entire agreement among the parties hereto with respect to the subject matter hereof and supersede any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to the matters covered by this Amendment, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties

hereto. There are no oral agreements among the parties hereto relating to the subject matter hereof or any other subject matter relating to the Agreement.

- 9. <u>Governing Law and Consent to Jurisdiction</u>. The provisions of Section 9.6 of the Agreement regarding applicable law and consent to jurisdiction shall in all respects apply to this Amendment as if set forth herein.
- 10. <u>Severability</u>. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be effective to the extent of such prohibition or enforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision or any other provision hereof in any other jurisdiction.
- 11. <u>Counterparts</u>. This Amendment may be executed in as many identical counterparts as may be convenient and by the different parties hereto on separate counterparts. This Amendment shall become binding when the Bank and the Borrower have each executed at least one counterpart. Immediately after the execution of counterparts and solely for the convenience of the parties hereto, the Borrower and the Bank will execute sufficient counterparts so that each party hereto shall have counterparts executed by it and the other party hereto. All counterparts shall constitute but one and the same instrument.

[Signature Page Follows.]

Case 00-22876-TPA Doc 9930-1 Filed 06/17/14 Entered 06/17/14 12:47:57 Desc Exhibit A Page 5 of 5

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed, with the intent to be legally bound hereby, by their duly authorized officers as of the day and year first above written.

PITTSBURGH CORNING CORPORATION, a Pennsylvania corporation, as debtor and debtor-in-possession

By: ____

Name: Joseph A. Kirby Title: Vice President of Finance and Chief Financial Officer

ATTEST: (SEAL)

By: _____

Name: Joseph A. Kirby Title: Secretary

PNC BANK, NATIONAL ASSOCIATION

By: _____

Name: Allison Fromm Title: Vice President