

## **EXHIBIT F**

**(JTX 299 -Partial)**

**To Motion of Entity Defendants VENROCK Associates, *et al.*  
for Judgment as a Matter Of Law Pursuant to FRCP 50(A)**

LT017790

**JTX 0299**

AMENDED AND RESTATED  
CONVERTIBLE SECURED BRIDGE LOAN AGREEMENT

This Amended and Restated Convertible Secured Bridge Loan Agreement (this "Agreement") is entered into as of May 25, 2001, by and among Cadant, Inc., a Delaware corporation (the "Company"), the lenders identified on Schedule 1 hereto as Series A Lenders (together with each of their successors and assigns, referred to individually as a "Series A Lender" and, collectively, as the "Series A Lenders"), the lenders identified on Schedule 1 hereto as Series B Lenders (together with each of their successors and assigns, referred to individually as a "Series B Lender" and, collectively, as the "Series B Lenders" and the Series B Lenders and the Series A Lenders, together with each of their successors and assigns, referred to individually as a "Lender" and collectively as the "Lenders") and J.P. Morgan Partners (BHCA), L.P., acting as agent for the Lenders ("Agent").

WHEREAS, the Series A Lenders, pursuant to the terms and conditions of that certain Convertible Secured Bridge Loan Agreement dated as of January 31, 2001 as amended on May 17, 2001 (the "Original Agreement") made loans to the Company (the "Series A Loans"), in an aggregate principal amount of Eleven Million Dollars (\$11,000,000), which loans may be convertible into securities of the Company on the terms and subject to the conditions set forth herein.

WHEREAS, the Series A Lenders, among other things, desire to extend the Repayment Date, capitalize the accrued and unpaid interest on the notes issued under the Original Agreement, and make other modifications to the Original Agreement;

WHEREAS, the Series B Lenders, pursuant to the terms and conditions of this Agreement agree to loan the Company (the "Series B Loans"), an aggregate principal amount of up to Nine Million Dollars (\$9,000,000), which loans may be convertible into securities of the Company on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, the parties hereby agree that effective as of the Effective Date (as defined in this Agreement) the Original Agreement shall be amended and restated in its entirety as follows:

1. DEFINITIONS. As used in this Agreement, the following terms shall have the following respective meanings:

"Change in Control" shall be deemed to have occurred when: (i) securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding voting securities are acquired by a person or entity, or group of related persons or entities, in one or a Series of related transactions occurring within a period of twelve (12) calendar months, provided, however, that persons or entities shall not be deemed to be related merely because they are investors who acquire their shares under the same or similar agreement or agreements in a financing with the Company; (ii) a merger or consolidation is consummated in which the Company is a constituent corporation and which results in less than 50% of the outstanding voting securities of the successor entity being owned by the stockholders

immediately prior to the consummation of such merger or consolidation of the Company; (iii) a sale is consummated by the Company of substantially all of the Company's assets to a person or entity which is not a subsidiary of the Company; or (iv) the Company is liquidated, dissolved or otherwise wound up.

“Common Stock” shall mean the Company's common stock, par value \$0.0001 per share.

“Effective Date” shall mean the time at which all the conditions set forth in Section 12 of this Agreement have been fulfilled.

“Equity Financing” shall mean any investment in preferred stock of the Company.

“Financing Agreements” shall mean, collectively, all agreements, instruments and documents, including, without limitation, this Agreement, the Security Agreement, the Account Agreement, the Patent Security Agreement, the Trademark Security Agreement, the Notes, the Warrants, consents, assignments, intercreditor agreements, subordination agreements, contracts, certificates, financing statements and all other written matter, whether heretofore, now or hereafter executed by or on behalf of the Company and delivered to one or more of the Agent and the Lenders in connection with the Loans and the issuance of the Warrants (as defined below).

“JPMP” shall mean J.P. Morgan Partners (BHCA), L.P., in its individual capacity.

“Liabilities” shall mean all obligations (monetary or otherwise) of the Company, howsoever created, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due, which arise out of or in connection with or are evidenced by the Notes, this Agreement or the other Financing Agreements, other than obligations relating to or under the Warrants.

“Liquidation Preference” shall mean the Series A Liquidation Preference or the Series B Liquidation Preference, as applicable.

“Loans” shall mean, collectively, the Series A Loans and the Series B Loans.

“Notes” shall mean, collectively, the Series A Notes and the Series B Notes.

“Operating Plan” shall have the meaning given such term in Section 10.3 of this Agreement.

“Permitted Liens” shall have the meaning given such term in the Security Agreement.

“Required Lenders” shall mean the holder or holders of at least a majority of the aggregate principal amount of the Notes from time to time outstanding.

“Required Series B Lenders” shall mean the holder or holders of at least a majority of the aggregate principal amount of the Series B Notes from time to time outstanding.

13.12 Release; Indemnity.

(a) In further consideration of Agent's and Lenders' execution of this Agreement, the Company, and on behalf of its successors (including, without limitation, any trustees acting on behalf of Company and any debtor-in-possession with respect to Company), assigns, subsidiaries and affiliates, hereby forever releases Agent and each Lender and their respective successors, assigns, parents, subsidiaries, affiliates, officers, employees directors, agents and attorneys (collectively, the "Releasees") from any and all debts, claims, demands, liabilities, responsibilities, disputes, causes, damages, actions and causes of action (whether at law or in equity) and obligations of every nature whatsoever, whether liquidated or unliquidated, known or unknown, matured or unmatured, fixed or contingent (collectively, "Claims"), that Company may have against the Releasees which arise from or relate to any actions which the Releasees may have taken or omitted to take prior to the date this Agreement was executed, including without limitation with respect to the Liabilities, any Collateral, this Agreement, any other Financing Agreements and any third parties liable in whole or in part for the Liabilities. This provision shall survive and continue in full force and effect whether or not Company shall satisfy all other provisions of this Agreement or the other Financing Agreements including payment in full of all Liabilities.

(b) Company hereby agrees that its obligation to indemnify and hold the Releasees harmless as set forth in Section 13.12(a) shall include an obligation to indemnify and hold the Releasees harmless with respect to any and all liabilities, obligations, losses, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by the Releasees, or any of them, whether direct, indirect or consequential, as a result of or arising from or relating to any proceeding by, or on behalf of, any person, including, without limitation, officers, directors, agents, trustees, creditors, partners or shareholders of the Company, whether threatened or initiated, asserting any claim for legal or equitable remedy under any statute, regulation or common law principle arising from or in connection with the negotiation, preparation, execution, delivery, performance, administration and enforcement of this Amendment or any other document executed in connection herewith. The foregoing indemnity shall survive the payment in full of the Liabilities and the termination of this Agreement and the other Financing Agreements.

*(SIGNATURE PAGES FOLLOW)*

**SCHEDULE I**

**SERIES A LENDERS**

	Initial Series A Loan Amount	Accrued Interest	Series A Loan
	\$3,363,910	\$105,589.39	\$3,469,499.39
<p><b>J.P. Morgan Partners (BHCA), L.P.</b>            1221 Avenue of the Americas, 39th Floor            New York, New York 10020-1080</p> <p>Facsimile: 212-899-3588            Attn: Stephan Oppenheimer</p> <p><b>Venrock</b>            2494 Sand Hill Road, Suite 200            Menlo Park, CA 94025            Facsimile: 650-561-9180            Attn: Eric Copeland</p> <p>(i) Venrock Entrepreneurs Fund            (ii) Venrock Associates            (iii) Venrock Associates II            Total</p>			
	\$ 134,556.00	\$ 4,223.56	\$ 138,779.56
	\$1,324,035.00	\$ 41,559.99	\$1,365,594.99
	<u>\$1,905,319.00</u>	<u>\$ 59,805.94</u>	<u>\$1,965,124.84</u>
	\$3,363,910.00	\$105,589.39	\$3,469,499.39
	\$3,363,910.00	\$105,589.39	\$3,469,499.39

**KB Partners Venture Fund II, L.P. and KB  
 Partners Affiliates Fund II, L.P., as tenants in  
 common**

1101 Skokie Blvd., Suite 260  
 Northbrook, IL 60062

Facsimile: 847-714-0445  
 Attention: Keith Bank

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 32171.00.0008

Westmoreland Capital Associates I, LLC  
100 Madison St., 16th Floor  
Syracuse, NY 13202

\$ 908,270.00

\$28,509.59

\$936,779.59

Facsimile: 315-472-9835  
Attention: Kevin Stadler

**SERIES B LENDERS**

SERIES B COMMITMENT

NEW WARRANTS

**J.P. Morgan Partners (BHCA), L.P.**  
1221 Avenue of the Americas, 39th Floor  
New York, New York 10020-1080

\$2,250,000.00

1,125,000

Facsimile: 212-899-3588  
Attn: Stephan Oppenheimer

**Venrock**

2494 Sand Hill Road, Suite 200  
Menlo Park, CA 94025

\$2,250,000.00

461,250  
663,750

Facsimile: 650-561-9180  
Attn: Eric Copeland  
(i) Venrock Associates  
(ii) Venrock Associates II

1,125,000

Total

**KB Partners Venture Fund II, L.P. and  
KB Partners Affiliates Fund II, L.P., as  
tenants in common**

1101 Skokie Blvd., Suite 260  
Northbrook, IL 60062  
Facsimile: 847-714-0445  
Attention: Keith Bank

\$500,000.00

250,000

LT017820

**Worldwide Associates, LLC**  
36 South Pennsylvania  
Suite 290  
Indianapolis, Indiana 46204  
Attention: George Grkinich, Jr.

\$4,000,000.00

2,000,000

**LT017821**

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