

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 13D/A

Under the Securities Exchange Act of 1934  
(Amendment No. 2)\*

**Northern Technologies International Corporation**

(Name of Issuer)

**Common Stock, \$0.02 Par Value**

(Title of Class of Securities)

**665809 10 9**

(CUSIP Number)

**G. Patrick Lynch**  
**Inter Alia Holding Company**  
**c/o Northern Technologies International Corporation**  
**4201 Woodland Road, P.O. Box 69**  
**Circle Pines, Minnesota 55014**  
**(763) 225-6636**

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

**August 25, 2010**

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box:

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedules, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes)

CUSIP No. 665809 10 9

SCHEDULE 13D

1 Name of Reporting Persons:  
Inter Alia Holding Company

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

4 Source of Funds  
Not applicable

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization  
Ohio

7 Sole Voting Power  
626,668

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With:

8 Shared Voting Power  
0

9 Sole Dispositive Power  
626,668

10 Shared Dispositive Power  
0

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
626,668

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

13 Percent of Class Represented by Amount in Row (11)  
14.7%

14 Type of Reporting Person:  
CO

(1) Includes [83,160] shares pledged by Inter Alia.

1 Name of Reporting Persons:  
Juliane I. Lynch

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

3 SEC Use Only

---

4 Source of Funds  
Not applicable

---

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6 Citizenship or Place of Organization  
United States

---

7 Sole Voting Power  
0

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With:

8 Shared Voting Power  
626,668

---

9 Sole Dispositive Power  
0

---

10 Shared Dispositive Power  
626,668

---

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
626,668

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)  
14.7%

---

14 Type of Reporting Person:  
IN

---

---

(1) Includes [83,160] shares pledged by Inter Alia.

---

2 Check the Appropriate Box if a Member of a Group

(a)

(b)

---

3 SEC Use Only

---

4 Source of Funds  
Not applicable

---

5 Check Box if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

---

6 Citizenship or Place of Organization  
United States

---

7 Sole Voting Power  
25,828 (1)

---

Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With:

8 Shared Voting Power  
626,668 (2)

---

9 Sole Dispositive Power  
25,828 (1)

---

10 Shared Dispositive Power  
626,668 (2)

---

11 Aggregate Amount Beneficially Owned by Each Reporting Person  
652,496 (1)(2)

---

12 Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares

---

13 Percent of Class Represented by Amount in Row (11)  
15.3% (1)

---

14 Type of Reporting Person:  
IN

---

---

(1) Includes 10,360 shares of common stock issuable upon exercise of stock options within 60 days of August 25, 2010.

(2) Consists of shares of common stock held by Inter Alia Holding Company, [83,160] shares of which have been pledged by Inter Alia.

This Amendment No. 2 to Schedule 13D (this "Amendment No. 2") hereby amends and supplements a Schedule 13D dated November 28, 2008 (the "Original Statement"), filed by and on behalf of Inter Alia Holding Company, an Ohio corporation ("Inter Alia"), Juliane I. Lynch, the President of Inter Alia, and G. Patrick Lynch, an officer and stockholder of Inter Alia, with respect to the common stock, par value \$0.02 per share (the "Common Stock"), of Northern Technologies International Corporation, a Delaware corporation ("NTIC"), as amended by Amendment No. 1 to Schedule 13D as filed with the Securities and Exchange Commission (the "SEC") on December 4, 2009 ("Amendment No. 1"). Inter Alia, Juliane I. Lynch and G. Patrick Lynch are sometimes collectively referred to herein as the "Reporting Persons."

Except as set forth below, there are no changes to the information in the Original Statement and Amendment No. 1. All terms used but not defined in this Amendment No. 2 are as defined in the Original Statement and Amendment No. 1. The summary descriptions contained herein of certain agreements and documents are qualified in their entirety by reference to the complete text of such agreements and documents filed as Exhibits hereto or incorporated herein by reference.

**Item 4. Purpose of Transaction.**

The Reporting Persons hereby add the following disclosure to this Item 4:

On May 25, 2010, Inter Alia entered into a sales plan with Morgan Stanley Smith Barney LLC in accordance with Rule 10b5-1 of the Securities Exchange Act of 1934, as amended, pursuant to which Inter Alia may sell up to 5,000 shares of NTIC Common Stock each fiscal quarter through May 31, 2013, subject to satisfaction of certain conditions. Through August 25, 2010, Inter Alia sold an aggregate of 5,000 shares under the plan.

The Reporting Persons will review from time to time various factors relevant to their beneficial ownership of NTIC securities, including trading prices for NTIC Common Stock and conditions in capital markets generally, developments in NTIC's business and financial condition, results of operations and prospects and other factors and may, from time to time, dispose of some or all of NTIC Common Stock that they beneficially hold, or acquire additional securities of NTIC, in privately negotiated transactions, open market sales or purchases, or otherwise. Mr. Lynch has in the past acquired, and may in the future acquire, stock options or other rights to acquire securities of the Company in the ordinary course of business in connection with his service as an executive officer of NTIC.

Except as otherwise provided in this Item 4 and other than as to matters that Mr. Lynch as a director and officer of NTIC may consider and discuss with other NTIC board members and officers from time to time, the reporting persons are not aware of any present plans or proposals, which relate to or would result in:

- the acquisition by any person of additional securities of NTIC or the disposition of securities of NTIC;
- an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving NTIC;

- a sale or transfer of a material amount of assets of NTIC;
- any change in the present board of directors or management of NTIC, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- any material changes in the present capitalization or dividend policy of NTIC;
- any other material changes in NTIC's business or corporate structure;
- changes in NTIC's certificate of incorporation, bylaws or instruments corresponding thereto or other actions, which may impede the acquisition of control of NTIC by any person;
- causing a class of securities of NTIC to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- a class of equity securities of NTIC becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934; or
- any action similar to any of those listed above.

**Item 5. Interest in Securities of the Issuer.**

The Reporting Persons hereby add the following disclosure to this Item 5:

(a) 1. *Amount beneficially owned:* Inter Alia is the record owner of 626,668 shares of NTIC common stock. J.I. Lynch is the President of Inter Alia. J.I. Lynch's beneficial ownership includes the 626,668 shares of NTIC common stock held by Inter Alia. J.I. Lynch does not hold any shares of NTIC common stock directly. G.P. Lynch's beneficial ownership includes: (1) 15,468 shares of NTIC common stock, (2) 10,360 shares of NTIC common stock issuable upon the exercise of stock options exercisable within 60 days; and (3) 626,668 shares of NTIC common stock held by Inter Alia, of which Mr. Lynch is a stockholder and shares voting and dispositive power over such shares.

2. *Percent of class:* Inter Alia: 14.7%, as of August 25, 2010; J.I. Lynch: 14.7% and G.P. Lynch: 15.3%. The foregoing percentages are calculated based on 4,253,321 shares of NTIC common stock outstanding as of August 25, 2010.

(b) Number of shares as to which Inter Alia has:

(i)	Sole power to vote or to direct the vote	626,668
(ii)	Shared power to vote or to direct the vote	0
(iii)	Sole power to dispose or to direct the disposition of	626,668
(iv)	Shared power to dispose or to direct the disposition of	0

6

Number of shares as to which J.I. Lynch has:

(i)	Sole power to vote or to direct the vote	0
(ii)	Shared power to vote or to direct the vote	626,668
(iii)	Sole power to dispose or to direct the disposition of	0
(iv)	Shared power to dispose or to direct the disposition of	626,668

Number of shares as to which GP. Lynch has:

(i)	Sole power to vote or to direct the vote	25,828
(ii)	Shared power to vote or to direct the vote	626,668
(iii)	Sole power to dispose or to direct the disposition of	25,828
(iv)	Shared power to dispose or to direct the disposition of	626,668

(c) During the past 60 days, Inter Alia has effected the following transactions in NTIC Common Stock:

Name of Reporting Person	Transaction Date	Amount of Securities	Per Share Price	Type of Transaction
Inter Alia	08/16/2010	200	\$ 13.18	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/17/2010	396	\$ 12.50	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/17/2010	104	\$ 12.51	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/17/2010	200	\$ 12.52	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/17/2010	100	\$ 12.525	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/17/2010	100	\$ 12.55	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/17/2010	200	\$ 12.5501	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/18/2010	526	\$ 12.90	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/20/2010	859	\$ 11.69	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/25/2010	100	\$ 9.62	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/25/2010	100	\$ 9.66	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/25/2010	94	\$ 9.67	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/25/2010	100	\$ 9.80	Open market sale pursuant to Rule 10b5-1 trading plan

7

Name of Reporting Person	Transaction Date	Amount of Securities	Per Share Price	Type of Transaction
Inter Alia	08/25/2010	300	\$ 9.81	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/25/2010	100	\$ 9.83	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/25/2010	11	\$ 9.87	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/25/2010	89	\$ 9.96	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/25/2010	100	\$ 10.02	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/25/2010	900	\$ 10.75	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/25/2010	115	\$ 10.7501	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/25/2010	100	\$ 10.76	Open market sale pursuant to Rule 10b5-1 trading plan
Inter Alia	08/25/2010	206	\$ 10.86	Open market sale pursuant to Rule 10b5-1 trading plan

(d) Not applicable.

(e) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

The Reporting Persons hereby add the following disclosure to this Item 6:

On May 25, 2010, Inter Alia entered into a sales plan with Morgan Stanley Smith Barney LLC in accordance with Rule 10b5-1 of the Securities Exchange Act of 1934, as amended, pursuant to which Inter Alia may sell up to 5,000 shares of NTIC Common Stock each fiscal quarter through May 31, 2013, subject to satisfaction of certain conditions. Through August 25, 2010, Inter Alia sold an aggregate of 5,000 shares under the plan.

G.P. Lynch currently holds stock options to purchase an aggregate of 23,540 shares of NTIC common stock at exercise prices ranging between \$5.38 and \$9.95 per share, 10,360 of which were exercisable within 60 days of August 25, 2010.

Except as described herein, there are no other contracts, arrangements, understandings or relationships between the Reporting Persons and any other person with respect to any securities of NTIC.

**Item 7. Material to be Filed as Exhibits.**

The Reporting Persons hereby add the following disclosure to this Item 7:

<u>Exhibit</u>	<u>Description</u>
99.1	Joint Filing Agreement, dated August 31, 2010 by and among the Reporting Persons (filed herewith).
99.2	Form of Non-Qualified Stock Option Agreement for Northern Technologies International Corporation 2000 Stock Incentive Plan (incorporated by reference to Exhibit 10.6 to NTIC's Annual Report on Form 10-KSB for the fiscal year ended August 31, 2000).
99.3	Form of Non-Statutory Stock Option Agreement for Northern Technologies International Corporation 2007 Stock Incentive Plan (incorporated by reference to Exhibit 10.9 to NTIC's Annual Report on Form 10-KSB for the fiscal year ended August 31, 2006).
99.4	Sales Plan dated as of May 25, 2010 between Inter Alia Holding Company and Morgan Stanley Smith Barney LLC (filed herewith)

**SIGNATURE**

After reasonable inquiry and to the best of its knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: August 31, 2010.

INTER ALIA HOLDING COMPANY

By: /s/ Juliane I. Lynch

Its: President

/s/ Juliane I. Lynch  
Juliane I. Lynch

/s/ G. Patrick Lynch  
G. Patrick Lynch

**SCHEDULE 13D  
Exhibit Index**

<u>Exhibit No.</u>	<u>Description</u>	<u>Method of Filing</u>
99.1	Joint Filing Agreement, dated August 31, 2010 by and among the reporting persons.	Filed herewith
99.2	Form of Non-Qualified Stock Option Agreement for Northern Technologies International Corporation 2000 Stock Incentive Plan	Incorporated by reference to Exhibit 10.6 to NTIC's Annual Report on Form 10-KSB for the fiscal year ended August 31, 2000). (File No. 1-11038)

99.3	Form of Non-Statutory Stock Option Agreement for Northern Technologies International Corporation 2007 Stock Incentive Plan	Incorporated by reference to Exhibit 10.9 to NTIC's Annual Report on Form 10-KSB for the fiscal year ended August 31, 2006 (File No. 1-11038)
99.4	Sales Plan dated as of May 25, 2010 between Inter Alia Holding Company and Morgan Stanley Smith Barney LLC	Filed herewith

---







**Preset Diversification Program<sup>®</sup> (PDP)**

**Sales Plan**

Sales Plan dated the date specified in Exhibit A hereto (this "Sales Plan") between Seller specified in Exhibit A ("Seller") and Morgan Stanley Smith Barney LLC ("Morgan Stanley Smith Barney"), acting as agent for Seller. Capitalized terms used but not defined herein shall have the meaning given such terms in Exhibits A and B hereto.

**A. Recitals**

1. This Sales Plan is entered into between Seller and Morgan Stanley Smith Barney for the purpose of establishing a trading plan that complies with the requirements of Rule 10b5-1(c)(1) under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

2. Seller is establishing this Sales Plan in order to permit the orderly disposition of a portion of Seller's holdings of common stock of the Issuer (the "Stock"), including (only if the Sales Plan covers Stock that Seller has the right to acquire under outstanding stock options as specified in Exhibit C hereto) Stock that Seller has the right to acquire under outstanding stock options listed on Exhibit C (the "Options") issued by the Issuer.

**B. Representations, Warranties and Covenants**

1. As of the date hereof, Seller is not aware of any material nonpublic information concerning the Issuer or its securities. Seller is entering into this Sales Plan in good faith and not as part of a plan or scheme to evade compliance with the federal securities laws.

2. As of the Selling Start Date, the Stock to be sold under this Sales Plan has been pledged as collateral for a promissory note issued by Seller to Ohio Commerce Bank ("OCB"). Other than the agreement between Seller and OCB and any limitations on disposition which may be imposed by Rules 144 or 145 under the Securities Act of 1933, as amended (the "Securities Act"), the Stock is not subject to any agreement granting any pledge, lien, mortgage, hypothecation, security interest, charge, option or encumbrance or any other limitation on disposition. .

3. While this Sales Plan is in effect, Seller agrees not to enter into or alter any corresponding or hedging transaction or position with respect to the securities covered by this Sales Plan (including, without limitation, with respect to any securities convertible or exchangeable into the Stock) and, unless this Sales Plan is modified or terminated in accordance with the terms hereof, agrees not to alter or deviate from the terms of this Sales Plan.

4. Seller agrees that Seller shall not, directly or indirectly, communicate any information relating to the Stock or the Issuer to any employee of Morgan Stanley Smith Barney or its affiliates who is involved, directly or indirectly, in executing this Sales Plan at any time while this Sales Plan is in effect. Morgan Stanley Smith Barney represents that it has in place reasonable policies and procedures to ensure that any representative of Morgan Stanley Smith Barney effecting sales pursuant to this Sales Plan does not sell shares of Stock on the basis of material non-public information. Any notice given to Morgan Stanley Smith Barney pursuant to this Sales Plan shall be given in accordance with paragraph F.4 below.

5. (a) Seller agrees to provide Morgan Stanley Smith Barney with a certificate dated as of the date hereof and signed by the Issuer substantially in the form of Exhibit D hereto prior to commencement of the Plan Sales Period (as defined below).

(b) Seller agrees to notify Morgan Stanley Smith Barney's PDP Trading Desk in writing at the address set forth in paragraph F.4 below as soon as practicable if Seller becomes aware of (i) a legal, contractual or regulatory restriction that is applicable to Seller or Seller's affiliates or a stock offering requiring an affiliate lock-up, which would prohibit any sale pursuant to the Sales Plan (other than any such restriction relating to Seller's possession or alleged possession of material nonpublic information about the Issuer or its securities), (ii) a change in the Issuer's insider trading policies, so that the sales to be made by Morgan Stanley Smith Barney for the account of the Seller pursuant to the Sales Plan would violate these policies, or (iii) where the Sales Plan covers Stock that Seller has the right to acquire under outstanding stock options, a change in the Issuer's policies with regard to the timing or method of exercising such options which could interfere with the manner or timing of the sales to be made pursuant to this Sales Plan. In the case of a notice relating to clause (i) above, such notice shall indicate the anticipated duration of the restriction, but shall not include any other information about the nature of the restriction or its applicability to Seller and shall not in any way communicate any material nonpublic information about the Issuer or its securities to Morgan Stanley Smith Barney.

6. Seller agrees to complete, execute and deliver to Morgan Stanley Smith Barney a seller representation letter dated as of the date hereof substantially in the form of Exhibit E hereto prior to the commencement of the Plan Sales Period.

7. The execution and delivery of this Sales Plan by Seller and the transactions contemplated by this Sales

---

Plan will not contravene any provision of applicable law or any agreement or other instrument binding on Seller or any of Seller's affiliates or any judgment, order or decree of any governmental body, agency or court having jurisdiction over Seller or Seller's affiliates.

8. Seller has consulted with Seller's own advisors as to the legal, tax, business, financial and related aspects of this Sales Plan. Seller acknowledges that Morgan Stanley Smith Barney is not acting as its fiduciary but is acting in a brokerage capacity in connection with the adoption and implementation of this Sales Plan.

9. Seller agrees that until this Sales Plan has been terminated Seller shall not, without providing prior written notice to Morgan Stanley Smith Barney, (i) enter into a binding contract with respect to the purchase or sale of Stock with another broker, dealer or financial institution (each, a "Financial Institution"), (ii) instruct another Financial Institution to purchase or sell Stock or (iii) adopt a plan for trading with respect to Stock other than this Sales Plan.

10. (a) Seller agrees to make (or cause to be made) all filings, if any, required under Sections 13(d), 13(g) and 16 of the Exchange Act in a timely manner, to the extent any such filings are applicable to Seller.

(b) Seller agrees that Seller shall at all times during the Plan Sales Period (as defined below), in connection with the performance of this Sales Plan, comply with all applicable laws, including, without limitation, Section 16 of the Exchange Act and the rules and regulations promulgated thereunder.

(c) If applicable, Seller agrees to complete, execute and deliver to Morgan Stanley Smith Barney a Section 16 Authorization Letter in the form attached hereto as Exhibit F.

11. Seller acknowledges and agrees that Seller does not have, and shall not attempt to exercise, any influence over how, when or whether to effect sales of Stock pursuant to this Sales Plan. Seller and Morgan Stanley Smith Barney acknowledge and agree that Morgan Stanley Smith Barney shall not sell Stock pursuant to this Sales Plan at any time when any person at Morgan Stanley Smith Barney executing or effecting such sales is aware of material nonpublic information concerning the Issuer or its securities.

12. (a) Seller represents that Seller is not entering into the Sales Plan on behalf of, or with the assets of, an individual retirement account or individual retirement annuity, or any employee retirement or employee benefit plan (such as, for example, a Keogh or "HR-10" plan). [Explanatory Note: A Sales Plan involving the sale of stock acquired through the exercise of employee stock options would not be "on behalf of, or with the assets of" any of the types of plans referred to in this sub-paragraph.]

(b) If Seller is not an individual or an operating company, Seller represents that Seller is not an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, or a "plan" as defined under Section 4975(e) of the Internal Revenue Code of 1986, as amended, or an entity whose underlying assets include the assets of any such plan by reason of such a plan's investment in such entity.

13. If the Stock is to be sold pursuant to Rule 144 or 145 of the Securities Act (as indicated by Seller in Exhibit A hereto), Seller makes the following additional representations, warranties and agreements:

(a) Seller represents and warrants that the Stock to be sold pursuant to this Sales Plan is currently eligible for sale under Rule 144 or 145.

(b) Seller agrees not to take, and agrees to cause any person or entity with which Seller would be required to aggregate sales of Stock pursuant to Rule 144 not to take, any action that would cause the sales hereunder not to meet all applicable requirements of Rule 144.

(c) Seller agrees to complete, execute and deliver to Morgan Stanley Smith Barney Forms 144 for the sales to be effected under this Sales Plan at such times and in such numbers as Morgan Stanley Smith Barney shall request, and Morgan Stanley Smith Barney agrees to file such Forms 144 on behalf of Seller as required by applicable law. Each Form 144 filed shall indicate that the Stock covered by such Form 144 is being sold pursuant to this Sales Plan. If Exhibit A indicates that the Stock is to be sold pursuant to Rule 144 or 145 of the Securities Act, Seller agrees that Morgan Stanley Smith Barney shall continue making Form 144 filings as contemplated by this paragraph B.13(c) in connection with sales under this Sales Plan until Morgan Stanley Smith Barney receives a written notification (which notification shall be acknowledged by the Issuer) stating that Seller is no longer an "affiliate" of the Issuer as that term is defined under Rule 144.

(d) Seller hereby grants Morgan Stanley Smith Barney a power of attorney to complete and/or file on behalf of Seller any required Forms 144. Notwithstanding such power of attorney, Seller acknowledges that Morgan Stanley Smith Barney shall have no obligation to complete or file Forms 144 on behalf of Seller except as set forth in subparagraph (c).

14. Morgan Stanley Smith Barney agrees to conduct all sales pursuant to this Sales Plan in accordance with the manner of sale and current public information requirements of Rule 144 and in no event shall Morgan Stanley Smith Barney effect any sale if such sale would exceed the then-applicable amount limitation under Rule 144, assuming Morgan Stanley Smith Barney's sales pursuant to this Sales Plan are the only sales subject to that limitation.

15. As of the date hereof, Seller has not received notice of the imposition of, and Seller is not otherwise aware

---

of the actual or approximate beginning or ending dates of, any existing or impending "blackout period" pertaining to the Issuer's securities in individual account plans maintained by the Issuer, as defined by Rule 100(b) of Regulation Blackout Trading Restriction ("Regulation BTR") issued by the Securities and Exchange Commission (the "SEC"), and any amendments thereto.

### **C. Implementation of the Plan**

1. Seller hereby appoints Morgan Stanley Smith Barney to sell shares of Stock pursuant to the terms and conditions set forth below. Subject to such terms and conditions, Morgan Stanley Smith Barney hereby accepts such appointment.

2. Morgan Stanley Smith Barney is authorized to begin selling Stock pursuant to this Sales Plan on the Selling Start Date and shall cease selling Stock on the earliest to occur of (i) the date on which Morgan Stanley Smith Barney is required to suspend or terminate sales under this Sales Plan pursuant to paragraph D.3 below, (ii) if Seller is an individual, the date on which Morgan Stanley Smith Barney receives notice of the death of Seller, (iii) the date on which Morgan Stanley Smith Barney receives notice of the commencement or impending commencement of any proceedings in respect of or triggered by Seller's bankruptcy or insolvency, (iv) the date on which Morgan Stanley Smith Barney receives a valid Customer Securities Account Transfer notice with respect to the account of Seller, and (v) the Selling End Date (the "Plan Sales Period").

3. (a) Morgan Stanley Smith Barney shall sell the Interim Sale Amount specified in Exhibit B for the account of Seller during each Interim Sales Period specified in Exhibit B at Morgan Stanley Smith Barney's sole discretion in accordance with ordinary principles of best execution; *provided*, that Morgan Stanley Smith Barney shall not sell any shares of Stock pursuant to this Sales Plan at a price of less than the Minimum Sale Price

specified in Exhibit B; and *provided, further*, that, except as otherwise provided in Exhibit B hereto, Morgan Stanley Smith Barney shall not sell any shares of Stock pursuant to this Sales Plan to the extent that such sales would, on any given day, constitute over 25% of the total trading volume on any such day, as reasonably estimated by Morgan Stanley Smith Barney at such time.

A “Trading Day” is any day during the Plan Sales Period that the primary market on which the Stock regularly trades is open for business and the Stock trades on such market.

(b) The Interim Sale Amount, the Total Sale Amount and the Minimum Sale Price (to the extent any such terms are applicable) and any other share amounts and per share prices set forth in Exhibit B of this Sales Plan shall be adjusted automatically on a proportionate basis to take into account any stock split, reverse stock split or stock dividend with respect to the Stock or any change in capitalization with respect to the Issuer that occurs during the Plan Sales Period.

4. Morgan Stanley Smith Barney shall not sell Stock hereunder at any time when:

(i) Morgan Stanley Smith Barney, in its sole discretion, has determined that a market disruption, material disruption in securities settlement, payment or clearance services, banking moratorium, outbreak or escalation of hostilities or other crisis or calamity that could, in Morgan Stanley Smith Barney’s judgment, impact offer, sales or delivery of the Stock has occurred (provided, however, that Morgan Stanley Smith Barney shall resume effecting trades in accordance with this Sales Plan as soon as Morgan Stanley Smith Barney determines that it is reasonably practical to do so); or

(ii) Morgan Stanley Smith Barney, in its sole discretion, has determined that it is prohibited from doing so by a legal, contractual or regulatory restriction applicable to it or its affiliates or to Seller or Seller’s affiliates (other than any such restriction relating to Seller’s possession or alleged possession of material nonpublic information about the Issuer or the Stock); or

(iii) Morgan Stanley Smith Barney has received notice from the Issuer or Seller of the occurrence of any event contemplated by paragraph B.5(b) above; or

(iv) Morgan Stanley Smith Barney has received notice from Seller to terminate the Sales Plan in accordance with paragraph D.3 below.

5. (a) Seller agrees to deliver the Stock to be sold pursuant to this Sales Plan (with the amount to be estimated by Seller in good faith, if the Interim Sale Amount is designated as an aggregate dollar amount) (the “Plan Shares”), to the extent such Plan Shares are currently owned by Seller, into an account at Morgan Stanley Smith Barney in the name of and for the benefit of Seller (the “Plan Account”) prior to the commencement of sales under this Sales Plan.

Morgan Stanley Smith Barney agrees to notify Seller promptly if at any time during the Plan Sales Period the number of shares of Stock so delivered to the Plan Account is less than the number of Plan Shares remaining to be sold pursuant to this Sales Plan (not including shares of Stock underlying the Options described in subparagraph (b) below). Upon such notification, Seller agrees to deliver promptly to the Plan Account the number of shares of Stock necessary to eliminate this shortfall.

(b) If the Sales Plan covers Options and Exhibit C is applicable, Seller agrees to make appropriate arrangements with the Issuer and its transfer agent and stock plan administrator to permit Morgan Stanley Smith Barney to furnish notice to the Issuer of the exercise of the Options and to have underlying shares delivered to Morgan Stanley Smith Barney or to Morgan Stanley & Co. Incorporated (“Morgan

---

Stanley”) as clearing firm for Morgan Stanley Smith Barney as necessary to effect sales under this Sales Plan, if applicable. Seller hereby authorizes Morgan Stanley Smith Barney to serve as Seller’s agent and attorney-in-fact and, in accordance with the terms of this Sales Plan, to exercise the Options. Seller agrees to complete, execute and deliver to Morgan Stanley Smith Barney Stock Option Cashless Exercise Forms, in the form attached hereto as Exhibit G, for the exercise of Options pursuant to this Sales Plan at such times and in such numbers as Morgan Stanley Smith Barney shall request. Stock received upon exercise of Options shall be delivered to the Plan Account.

(c) Morgan Stanley Smith Barney shall withdraw Stock from the Plan Account in order to effect sales of Stock under this Sales Plan.

If the Sales Plan covers Options and Exhibit C is applicable, and on any day that sales are to be made under this Sales Plan the number of shares of Stock in the Plan Account is less than the number of shares to be sold on such day, Morgan Stanley Smith Barney shall exercise a sufficient number of Options to effect such sales in the manner specified in Exhibit C under “Manner of Exercising Options”. Morgan Stanley Smith Barney shall in no event exercise any Option if at the time of exercise the exercise price of the Option is equal to or higher than the market price of the Stock. Morgan Stanley Smith Barney shall, in connection with the exercise of Options, remit to the Issuer the exercise price thereof along with such amounts as may be necessary to satisfy withholding obligations. These amounts shall be deducted from the proceeds of sale of the Stock, together with interest thereon computed in accordance with Morgan Stanley Smith Barney’s customary practices.

(d) To the extent that any Stock remains in the Plan Account after the end of the Plan Sales Period or upon termination of this Sales Plan, Morgan Stanley Smith Barney agrees to return such Stock promptly to the Issuer’s transfer agent for relegending to the extent that such Stock would then be subject to transfer restrictions in the hands of the Seller.

6. Morgan Stanley Smith Barney shall in no event effect any sale under this Sales Plan if the Stock to be sold is not in the Plan Account or underlying an Option that is exercised in accordance with the terms of this Sales Plan on the day of such sale.

7. Morgan Stanley Smith Barney may sell Stock on any national securities exchange, in the over-the-counter market, on an automated trading system or otherwise. Seller agrees that if Morgan Stanley Smith Barney or its affiliates is a market maker or dealer in the Stock at the time that any sale is to be made under this Sales Plan, Morgan Stanley Smith Barney or its affiliates may, at its sole discretion, purchase the Stock from Seller in its capacity as market maker or dealer.

8. All references in this Sales Plan to per share stock prices shall be before deducting any commission, commission equivalent, mark-up or differential and other expenses of sale.

9. Seller may instruct Morgan Stanley Smith Barney to sell or purchase shares of Stock other than pursuant to this Sales Plan. The parties hereto agree that any such sale or purchase transaction (i) will not be deemed to modify this Sales Plan unless Seller so requests in writing in accordance with paragraph D.1 below and (ii) will be given by Seller to Morgan Stanley Smith Barney only if such transaction does not contravene any of the representations, warranties or covenants set forth in Section B of this Sales Plan.

**D. Amendment; Termination**

1. This Sales Plan may be amended by Seller only upon the written consent of Morgan Stanley Smith Barney and receipt by Morgan Stanley Smith Barney of the following documents, each dated as of the date of such amendment:

- (i) a representation signed by the Issuer substantially in the form of Exhibit D hereto,
- (ii) a certificate signed by Seller certifying that the representations and warranties of Seller contained in this Sales Plan are true at and as of the date of such certificate as if made at and as of such date, and
- (iii) a seller representation letter completed and executed by Seller substantially in the form of Exhibit E hereto.

2. In no event may Seller modify or otherwise alter this Sales Plan if Seller has received notice of the imposition of, or Seller is otherwise aware of the actual or approximate beginning or ending dates of, any existing or impending "blackout period" pertaining to the Issuer's securities in individual account plans maintained by the Issuer, as defined by Rule 100(b) of Regulation BTR issued by the SEC, and any amendments thereto.

3. (a) This Sales Plan may be suspended or terminated by Seller at any time upon one day prior written notice sent to Morgan Stanley Smith Barney's PDP Trading Desk by overnight mail or by facsimile at the address and fax number set forth in paragraph F.4 below. Seller agrees that Morgan Stanley Smith Barney will not be required to suspend or terminate any sales of the Stock unless Morgan Stanley Smith Barney has received such notice from Seller or has received notice from the Issuer in accordance with the provisions contained in paragraph D.3(b). Seller further agrees that Seller shall not suspend or terminate this Sales Plan except upon consultation with Seller's own legal advisors.

(b) This Sales Plan shall be suspended and, at Morgan Stanley Smith Barney's option, may be terminated, if Morgan Stanley Smith Barney receives notice from the Issuer, sent in accordance with the notice provisions contained in paragraph D.3(a), of the occurrence of any event contemplated by paragraph B.5(b).

4

---

**E. Indemnification; Limitation of Liability**

1. (a) Seller agrees to indemnify and hold harmless Morgan Stanley Smith Barney and its directors, officers, employees and affiliates including but not limited to Morgan Stanley & Co. Incorporated from and against all claims, losses, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) (collectively, "Losses") arising out of or attributable to this Sales Plan, including, without limitation, any breach by Seller of this Sales Plan (including Seller's representations and warranties hereunder) or any violation by Seller of applicable laws or regulations; provided, however, that the indemnification provisions of this paragraph E.1.(a) shall not apply in the case of any claims, losses, damages or liabilities resulting from Morgan Stanley Smith Barney's or Morgan Stanley's gross negligence or willful misconduct. Seller will reimburse Morgan Stanley Smith Barney and or Morgan Stanley for any and all advance fees, costs and expenses of any kind incurred by Morgan Stanley Smith Barney or Morgan Stanley as a result of such Losses. This indemnification shall survive termination of this Sales Plan.

(b) Notwithstanding any other provision hereof, neither party shall be liable to the other for:

- (i) any special, indirect, punitive, exemplary or consequential damages, or incidental losses or damages of any kind, even if advised of the possibility of such losses or damages or if such losses or damages could have been reasonably foreseen, or
- (ii) any failure to perform or to cease performance or any delay in performance that results from a cause or circumstance that is beyond its reasonable control, including but not limited to failure of electronic or mechanical equipment, strikes, failure of common carrier or utility systems, outbreak or escalation of hostilities or other crisis or calamity, severe weather, market disruptions, material disruptions in securities settlement, payment or clearance services or other causes commonly known as "acts of God".

**F. General**

1. Proceeds from each sale of Stock effected under the Sales Plan, less any commission, commission equivalent, mark-up or differential and other expenses of sale to be paid to Morgan Stanley Smith Barney (provided that any commission hereunder shall be as specified in Exhibit B), will be remitted to OCB to reduce the balance owed on the promissory note issued by Seller.

2. Seller and Morgan Stanley Smith Barney acknowledge and agree that this Sales Plan is a "securities contract," as such term is defined in Section 741(7) of Title 11 of the United States Code (the "Bankruptcy Code"), entitled to all of the protections given such contracts under the Bankruptcy Code.

3. This Sales Plan constitutes the entire agreement between the parties with respect to this Sales Plan and supersedes any prior agreements or understandings with regard to the Sales Plan.

4. All notices to Morgan Stanley Smith Barney under this Sales Plan shall be given to Morgan Stanley Smith Barney's PDP Trading Desk in the manner specified by this Sales Plan by facsimile at 201-604-6626 or by certified mail to the address below:

Morgan Stanley Smith Barney LLC  
Harborside Financial Center  
Plaza II, 7<sup>th</sup> Floor

5. Seller's rights and obligations under this Sales Plan may not be assigned or delegated without the written permission of Morgan Stanley Smith Barney.
6. This Sales Plan may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
7. If any provision of this Sales Plan is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed modified or, if necessary, rescinded in order to comply with the relevant law, rule or regulation. All other provisions of this Sales Plan will continue and remain in full force and effect.
8. This Sales Plan shall be governed by and construed in accordance with the internal laws of the State of New York and may be modified or amended only by a writing signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have signed this Sales Plan on the date specified below(1)(2).

SELLER

By: /s/ G. Patrick Lynch  
Name: G. Patrick Lynch  
Title: Corporate Secretary  
Date: 5/25/2010

MORGAN STANLEY SMITH BARNEY LLC

By: /s/ Richard J. Fischer  
Name: Richard J. Fischer  
Title: Vice President  
Date:

---

(1) Seller is advised that Morgan Stanley Smith Barney's obligations under this Sales Plan will not take effect unless and until this Sales Plan is approved and executed by Morgan Stanley Smith Barney.

(2) Note: If this Sales Plan involves the sale of stock that is restricted under Rule 144 and/or Section 16, Morgan Stanley Smith Barney may not execute this Sales Plan until the firm's standard restricted stock due diligence process for such securities has been completed.