

# DGT HOLDINGS CORP.

Filed by  
**STEEL PARTNERS II LP**

## **FORM SC 13D/A** (Amended Statement of Beneficial Ownership)

Filed 11/24/09

Address	100 PINE AIRE DRIVE BAY SHORE, NY 11706
Telephone	631 231-6400
CIK	0000027748
Symbol	DGTC
SIC Code	3679 - Electronic Components, Not Elsewhere Classified
Industry	Medical Equipment & Supplies
Sector	Healthcare
Fiscal Year	07/31

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

**SCHEDULE 13D**  
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO  
§ 240.13d-2(a)

(Amendment No. 18) <sup>1</sup>

Del Global Technologies Corp.  
(Name of Issuer)

Common Stock, par value \$0.10  
(Title of Class of Securities)

245073101  
(CUSIP Number)

Warren G. Lichtenstein  
Steel Partners II, L.P.  
590 Madison Avenue, 32nd Floor  
New York, New York 10022  
(212) 520-2300

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

November 20, 2009  
(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 §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box  .

*Note:* Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

<sup>1</sup> 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 purpose 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* ).

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1	NAME OF REPORTING PERSON  STEEL PARTNERS II, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  - 0 -
	8	SHARED VOTING POWER  5,252,413
	9	SOLE DISPOSITIVE POWER  - 0 -
	10	SHARED DISPOSITIVE POWER  5,252,413
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,252,413	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  21.7%	
14	TYPE OF REPORTING PERSON  PN	

1	NAME OF REPORTING PERSON  STEEL PARTNERS HOLDINGS L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  WC, AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  - 0 -
	8	SHARED VOTING POWER  5,309,705
	9	SOLE DISPOSITIVE POWER  - 0 -
	10	SHARED DISPOSITIVE POWER  5,309,705
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,309,705	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  21.9%	
14	TYPE OF REPORTING PERSON  PN	

1	NAME OF REPORTING PERSON  STEEL PARTNERS LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  - 0 -
	8	SHARED VOTING POWER  5,309,705
	9	SOLE DISPOSITIVE POWER  - 0 -
	10	SHARED DISPOSITIVE POWER  5,309,705
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,309,705	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  21.9%	
14	TYPE OF REPORTING PERSON  OO	

1	NAME OF REPORTING PERSON  STEEL PARTNERS II GP LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  - 0 -
	8	SHARED VOTING POWER  5,309,705
	9	SOLE DISPOSITIVE POWER  - 0 -
	10	SHARED DISPOSITIVE POWER  5,309,705
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,309,705	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  21.9%	
14	TYPE OF REPORTING PERSON  OO	

1	NAME OF REPORTING PERSON  WARREN G. LICHTENSTEIN	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  - 0 -
	8	SHARED VOTING POWER  5,309,705
	9	SOLE DISPOSITIVE POWER  - 0 -
	10	SHARED DISPOSITIVE POWER  5,309,705
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  5,309,705	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  21.9%	
14	TYPE OF REPORTING PERSON  IN	

1	NAME OF REPORTING PERSON  JAMES R. HENDERSON	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  113,500 *
	8	SHARED VOTING POWER  - 0 -
	9	SOLE DISPOSITIVE POWER  113,500 *
	10	SHARED DISPOSITIVE POWER  - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  113,500 *	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  LESS THAN 1%	
14	TYPE OF REPORTING PERSON  IN	

\* Represents Shares underlying options that are exercisable within 60 days of the date hereof.



1	NAME OF REPORTING PERSON  JOHN J. QUICKE	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS  OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  25,000 *
	8	SHARED VOTING POWER  - 0 -
	9	SOLE DISPOSITIVE POWER  25,000 *
	10	SHARED DISPOSITIVE POWER  - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  25,000 *	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  LESS THAN 1%	
14	TYPE OF REPORTING PERSON  IN	

\* Represents Shares underlying options that are exercisable within 60 days of the date hereof.

The following constitutes Amendment No. 18 to the Schedule 13D filed by the undersigned (“Amendment No. 18”). This Amendment No. 18 amends the Schedule 13D as specifically set forth.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended and restated to read as follows:

The aggregate purchase price of the 5,252,413 Shares owned directly by Steel Partners II is approximately \$3,183,758, including brokerage commissions. The Shares owned directly by Steel Partners II were acquired with partnership funds. The aggregate purchase price of the 57,292 Shares owned directly by Steel Holdings is approximately \$136,230, including brokerage commissions. The Shares owned directly by Steel Holdings were acquired with the working capital of a predecessor entity of Steel Holdings. Mr. Henderson owns options that are exercisable within 60 days of the date hereof to purchase 113,500 Shares, which were issued to him in his capacity as a director of the Issuer. Mr. Quicke owns options that are exercisable within 60 days of the date hereof to purchase 25,000 Shares, which were issued to him in his capacity as President and Chief Executive Officer of the Issuer.

Steel Partners II and Steel Holdings effect purchases of securities primarily through margin accounts maintained for them with prime brokers, which may extend margin credit to them as and when required to open or carry positions in the margin accounts, subject to applicable federal margin regulations, stock exchange rules and the prime brokers’ credit policies. In such instances, the positions held in the margin accounts are pledged as collateral security for the repayment of debit balances in the accounts.

Item 5. Interest in Securities of the Issuer.

Item 5(a) is hereby amended and restated to read as follows:

(a) The aggregate percentage of Shares reported owned by each person named herein is based upon 24,246,165 Shares outstanding, which is the total number of Shares outstanding as of November 13, 2009 as reported in the Issuer’s Proxy Statement on Schedule 14A filed with the Securities and Exchange Commission on November 20, 2009.

As of the close of business on November 23, 2009, Steel Partners II owned directly 5,252,413 Shares, constituting approximately 21.7% of the Shares outstanding. By virtue of their relationships with Steel Partners II discussed in further detail in Item 2, each of Steel Holdings, Partners LLC, Steel Partners GP and Warren G. Lichtenstein may be deemed to beneficially own the Shares owned directly by Steel Partners II.

As of the close of business on November 23, 2009, Steel Holdings owned directly 57,292 Shares, which, together with the Shares owned directly by Steel Partners II that Steel Holdings may also be deemed to beneficially own, constitute approximately 21.9% of the Shares outstanding. By virtue of their relationships with Steel Holdings discussed in further detail in Item 2, each of Partners LLC, Steel Partners GP and Warren G. Lichtenstein may be deemed to beneficially own the Shares owned directly by Steel Holdings, which, together with the Shares owned directly by Steel Partners II that they may also be deemed to beneficially own, constitute approximately 21.9% of the Shares outstanding.

As of the close of business on November 23, 2009, James R. Henderson beneficially owned 113,500 Shares issuable upon the exercise of options, constituting less than 1% of the Shares outstanding.

As of the close of business on November 23, 2009, John J. Quicke beneficially owned 25,000 Shares issuable upon the exercise of options, constituting less than 1% of the Shares outstanding.

Each of the Reporting Persons, as a member of a “group” with the other Reporting Persons for purposes of Rule 13d-5(b)(1) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), may be deemed to beneficially own the Shares owned by the other Reporting Persons.

Item 5(c) is hereby amended to add the following:

(c) Schedule A annexed hereto lists all transactions in the Shares by the Reporting Persons since the filing of Amendment No. 17 to the Schedule 13D. All of such transactions were effected in the open market.

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

Item 6 is hereby amended to add the following:

On November 23, 2009, Steel Partners II entered into a Purchase Trading Plan Agreement (the “Agreement”) with Mutual Securities, Inc., a registered broker-dealer, for the purpose of establishing a trading plan to effect purchases of Shares of the Issuer in compliance with all applicable laws, including, without limitation, Section 10(b) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, including, but not limited to, Rule 10b5-1. A copy of the Agreement is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibit:

99.1 Purchase Trading Plan Agreement by and between Steel Partners II, L.P. and Mutual Securities, Inc., dated November 23, 2009.

SIGNATURES

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

Dated: November 24, 2009

STEEL PARTNERS II, L.P.

By: Steel Partners II GP LLC  
General Partner

By: /s/ Sanford Antignas  
Sanford Antignas  
as Attorney-In-Fact for Warren G. Lichtenstein,  
Managing Member

STEEL PARTNERS HOLDINGS L.P.

By: Steel Partners II GP LLC  
General Partner

By: /s/ Sanford Antignas  
Sanford Antignas  
as Attorney-In-Fact for Warren G. Lichtenstein,  
Managing Member

STEEL PARTNERS LLC

By: /s/ Sanford Antignas  
Sanford Antignas  
as Attorney-In-Fact for Warren G. Lichtenstein,  
Manager

STEEL PARTNERS II GP LLC

By: /s/ Sanford Antignas  
Sanford Antignas as Attorney-In-Fact for Warren G. Lichtenstein,  
Managing Member

/s/ Sanford Antignas  
SANFORD ANTIGNAS  
as Attorney-In-Fact for Warren G. Lichtenstein

/s/ James R. Henderson  
JAMES R. HENDERSON

/s/ John J. Quicke  
JOHN J. QUICKE

SCHEDULE ATransactions in the Shares Since the Filing of Amendment No. 17 to the Schedule 13D

<u>Class of Security</u>	<u>Securities Purchased</u>	<u>Price (\$)</u>	<u>Date of Purchase</u>
<u>STEEL PARTNERS II, L.P.</u>			
Common Stock	380,000	0.5400	11/20/09
Common Stock	91,000	0.5400	11/20/09
<u>STEEL PARTNERS HOLDINGS L.P.</u>			
None			
<u>STEEL PARTNERS LLC</u>			
None			
<u>STEEL PARTNERS II GP LLC</u>			
None			
<u>WARREN G. LICHTENSTEIN</u>			
None			
<u>JAMES R. HENDERSON</u>			
None			
<u>JOHN J. QUICKE</u>			
None			

**PURCHASE TRADING PLAN AGREEMENT**

WHEREAS, Steel Partners II, L.P., a Delaware limited partnership (the “Purchaser”), desires to purchase, from time to time, certain shares (the “Shares”) of Common Stock, par value \$.10 per share (the “Common Stock”), of Del Global Technologies Corp., a New York corporation (the “Company”).

WHEREAS, James Henderson, an employee of an affiliate of the Purchaser, is a director of the Company, and therefore, although on the date hereof he is not in possession of material nonpublic information about the Company, he may become aware of material nonpublic information about the Company in the future.

WHEREAS, John Quicke, an employee of an affiliate of the Purchaser, is a director and the President and Chief Executive Officer of the Company, and therefore, although on the date hereof he is not in possession of material nonpublic information about the Company, he may become aware of material nonpublic information about the Company in the future.

WHEREAS, the Purchaser desires to enter into this agreement for the purpose of establishing a trading plan to make purchases of Shares in compliance with all applicable laws, including, but not limited to, Section 10(b) of the Securities Exchange Act of 1934, as amended (the “1934 Act”), and the rules and regulations promulgated thereunder, including, but not limited to, Rule 10b5-1. References herein to this “Agreement” refer to this agreement and specifically include the trading plan described herein.

NOW, IT IS AGREED, as of this 23rd day of November, 2009 by the Purchaser and Mutual Securities, Inc. (the “Broker”) as follows:

Section 1 .                      Terms of Purchase .

- (a) The Purchaser desires that the Broker effect purchases of the Shares on its behalf in accordance with trading requirements adopted by the Purchaser and to be delivered in writing to the Broker by separate letter (the “Initial Trading Instructions”). The Initial Trading Instructions shall take effect no earlier than ten (10) days following the date hereof.
  - (b) In furtherance of Section 1(a) hereof, the Purchaser directs the Broker to purchase, in customary brokerage transactions, the Shares, for the Purchaser’s account or accounts, in the Broker’s sole discretion as to execution and timing, subject to the condition that as of the time of any purchase of Shares, any individual employee of the Broker making the Broker’s investment decisions on behalf of the Purchaser shall not be in possession of or aware of material nonpublic information relating to the Company’s business, operations or prospects or the value of the Common Stock (“Material Nonpublic Information”).
  - (c) Notwithstanding the foregoing, the Broker shall not purchase Shares at any time when the Broker, in its sole discretion, shall have determined that such purchase would violate applicable law, including, without limitation, Section 10(b) of the 1934 Act and the rules and regulations promulgated thereunder and Section 5 of the Securities Act of 1933, as amended (the “1933 Act”).
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- (d) The Purchaser agrees that, during the term of this Agreement, it shall not exercise any subsequent influence over how, when or whether to effect purchases of the Shares, except that the Purchaser may amend this Agreement as set forth in Section 3 hereof. Each of the Purchaser and the Broker agrees that it will not discuss with the other the Company's business, operations or prospects or any other information likely to be related to the value of the Shares or likely to influence a decision to purchase the Shares. Notwithstanding the preceding sentence, with the approval of counsel to the Broker, the Purchaser may communicate with Broker personnel who are not responsible for, and have no ability to influence, the execution of the trading plan set forth in this Agreement.

Section 2 .                      Representations, Warranties and Covenants .

- (a) The Purchaser represents, warrants and covenants to the Broker as follows:
- (i) The Purchaser is not, as of the date hereof, aware of or in possession of Material Nonpublic Information.
  - (ii) During the term of this Agreement, the Purchaser will not engage, and will not cause others to engage on behalf of the Purchaser, in any transactions (other than (x) purchases of Shares pursuant to this Agreement, or (y) exercises of stock options issued pursuant to the Company's stock option plans; provided that the Purchaser complies with Rule 16b-3 under the 1934 Act in connection with any such exercise and the related securities) involving any security into which the Common Stock is convertible or any other related security or derivative, including, without limitation, corresponding or hedging transactions with respect to the Common Stock. The Purchaser also agrees not to enter into any binding contract with respect to any transactions described in the preceding sentence.
  - (iii) The Purchaser will at all times, in connection with the performance of this Agreement, comply with all applicable laws, including, without limitation, Section 16 of the 1934 Act and the rules and regulations promulgated thereunder.
  - (iv) The Purchaser agrees to provide such additional information and to execute such additional documents or instruments as may be reasonably requested by the Company or the Broker in connection with the performance of this Agreement and to confirm compliance with applicable law.
  - (v) The General Counsel of the Company has approved the form of this Agreement.
  - (vi) This Agreement constitutes the legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other laws affecting the enforceability of creditors' rights and general principles of equity, and as rights to indemnity hereunder may be limited by applicable law. The Shares are not subject to any liens, security interests or other impediments to transfer, nor is there any litigation, arbitration or other proceeding pending, or to the Purchaser's knowledge threatened, that would prevent or interfere with the purchase of the Shares under this Agreement.

(b) The Broker represents, warrants and covenants to the Purchaser as follows:

- (i) The Broker has implemented reasonable policies and procedures, taking into consideration the nature of the Broker's business, to ensure that individuals making investment decisions will not violate the laws prohibiting trading on the basis of Material Nonpublic Information. These policies and procedures include those that restrict any purchase or sale, or cause any purchase or sale, of any security as to which the Broker has Material Nonpublic Information, as well as those that prevent such individuals from becoming aware of or in possession of such Material Nonpublic Information.
- (ii) In connection with all purchases of Shares, the Broker shall deliver to the Purchaser by facsimile or electronic mail, no later than the close of business on the date such transaction is effected, all information necessary (to the extent that the Broker possesses such information) for the Purchaser to make all required Form 4 and 5 filings, as required by Section 16(a) of the 1934 Act with regard to purchases made pursuant to this Agreement.
- (iii) This Agreement constitutes the legal, valid and binding obligation of the Broker enforceable against the Broker in accordance with its terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium and other laws affecting the enforceability of creditors' rights and general principles of equity, and as rights to indemnity hereunder may be limited by applicable law.

Section 3 . Amendments . This Agreement (including the Initial Trading Instructions) may not be amended by the parties hereto, except as follows: The parties hereto may amend the provisions of this Agreement (including the Initial Trading Instructions) upon notice to the Company; provided that at the time of such amendment, the Purchaser was not in possession of or aware of Material Nonpublic Information and only upon the written consent of the Company's General Counsel (or his/her designee). Any modification by the Purchaser will be made in good faith and not as part of a scheme to evade the prohibitions of Rule 10b5-1. The amended Agreement or amended Initial Trading Instructions, as the case may be, shall not take effect until thirty (30) days after the amendment is adopted. During the thirty (30) day period between the adoption date of the amendment and the effective date of the amendment, the unmodified Agreement or Initial Trading Instructions, as the case may be, will remain in effect.

Section 4 . Termination . This Agreement shall terminate upon the earlier to occur of the following:

- (a) The close of business on March 19, 2010; or
- (b) The Broker purchases the maximum number of Shares allowable under the Initial Trading Instructions, as may be amended as provided in Section 3 hereof; or



- (c) The Agreement is terminated by either party immediately upon receipt of written notice to the other party; provided, however, that with respect to any termination by the Purchaser pursuant to this Section 4(c) at the time of such termination, such termination was made in good faith and not as part of a scheme to evade the prohibitions of Rule 10b5-1; or
- (d) Any purchase effected pursuant to this Agreement that violates (or in the opinion of counsel to the Company or the Broker is likely to violate) Section 16 of the 1934 Act, any other provision of the Federal securities laws or regulations adopted by the U.S. Securities and Exchange Commission thereunder, or any other applicable Federal or State law or regulation; or
- (e) The Purchaser materially breaches its obligations under this Agreement; or
- (f) The Purchaser and/or the Company enter into a contract that prevents or materially restricts purchases by the Purchaser under this Agreement.

If the Agreement is terminated pursuant to Sections 4(c), (d), (e) or (f) and a new purchase trading plan agreement with respect to purchases of the Common Stock is entered into with the Broker or any other person, the Purchaser hereby agrees that the new purchase trading plan will not take effect until thirty (30) days after the termination of this Agreement.

Section 5 . Indemnification and Limitation on Liability; No Tax, Accounting or Legal Advice .

- (a) The Purchaser agrees to indemnify and hold harmless the Broker (and its directors, officers, employees and affiliates) from and against all claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and costs) arising out of or attributable to: (i) any material breach by the Purchaser of this Agreement (including the Purchaser's representations and warranties), (ii) any violation by the Purchaser of applicable laws or regulations and (iii) any action taken by the Broker in good faith and without negligence pursuant to this Agreement. This indemnification will survive the termination of this Agreement.
- (b) Notwithstanding any other provision herein, the Broker will not be liable to the Purchaser for: (i) special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages of any kind, including but not limited to lost profits, lost savings, and loss of use of facility or equipment, regardless of whether arising from breach of contract, warranty, tort, strict liability or otherwise, and 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 for 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, severe weather, market disruptions or other causes commonly known as "acts of God."
- (c) The Purchaser acknowledges and agrees that the Broker has not provided the Purchaser with any tax, accounting or legal advice with respect to this Agreement.

Section 6 .                    Governing Law . This Agreement (including the Initial Trading Instructions) will be governed by, and construed in accordance with, the laws of the State of New York, without regard to such State's conflict of laws rules.

Section 7 .                    Entire Agreement . This Agreement (including the Initial Trading Instructions) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any previous or contemporaneous agreements, understandings, proposals or promises with respect thereto, whether written or oral.

Section 8 .                    Assignment . This Agreement and each party's rights and obligations hereunder may not be assigned or delegated without the written permission of the other party and shall inure to the benefit of each party's successors and permitted assigns, whether by merger, consolidation or otherwise.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

STEEL PARTNERS II, L.P.

By: STEEL PARTNERS II GP LLC  
its General Partner

By: /s/ Sanford Antignas  
Name: Sanford Antignas  
Title: Chief Operating Officer

MUTUAL SECURITIES, INC.

By: /s/ Mitchell C. Voss  
Name: Mitchell C. Voss  
Title: President

