

AMENDMENT NO. 2
TO
AGREEMENT OF LIMITED PARTNERSHIP
OF
WILLIS STEIN & PARTNERS, L.P.

THIS AMENDMENT NO. 2, effective as of ^{Sept.} July 8, 2003, is made among Willis Stein & Partners, L.L.C., a Delaware limited liability company (the "General Partner"), and those Limited Partners of the Partnership who execute this Amendment.

The General Partner and the limited partners of Willis Stein & Partners, L.P. are parties to an Agreement of Limited Partnership of Willis Stein & Partners, L.P., dated as of December 13, 1995, as amended by that certain Amendment No. 1 to Agreement of Limited Partnership of Willis Stein & Partners, L.P., dated as of April 26, 1996 (as amended, the "Pre-Amendment Partnership Agreement"). Pursuant to Section 13.1 of the Pre-Amendment Partnership Agreement, the General Partner and the Limited Partners who are signatories to this Amendment desire to amend the Pre-Amendment Partnership Agreement to provide that (i) the Partnership may guarantee the obligations of [REDACTED] ("[REDACTED]") or any of its affiliates to (a) any surety provider that issues a surety bond on [REDACTED] behalf in connection with [REDACTED] bids or contracts to manufacture or sell buses or parts to any third party (including, without limitation, any municipality, city, state, country or region or any other person or entity) and (b) any lender to any of [REDACTED] and its affiliates (a "Lender") that may suffer loss on account of any action by or on behalf of any such surety provider or any of its affiliates in respect of collateral pledged to or for the benefit of such Lender (the guarantees pursuant to clauses (a) and (b), whether guaranteed by the Partnership or the General Partner, being referred to herein collectively as the "[REDACTED] Guarantees") in an aggregate amount for all such [REDACTED] Guarantees not to exceed \$15,000,000 (the "[REDACTED] Guarantee Cap"), (ii) the term of any [REDACTED] Guarantees may extend until December 13, 2006 (as further extended in accordance with Section 6.2(d), the "[REDACTED] Guarantee Period") and (iii) the Partners shall return amounts previously distributed by the Partnership, when and as called by the General Partner, to satisfy any obligations of the Partnership to the General Partner or any other person entitled to indemnification pursuant to Section 6.10 in respect of the [REDACTED] Guarantees in an aggregate amount not to exceed such Partner's pro rata share (determined based on the amount which such obligation or liability would have reduced the distributions received by each Partner had such obligation or liability been incurred by the Partnership prior to the time any distributions were made) of the [REDACTED] Guarantee Cap, such that up to \$12,000,000, or 80%, shall be subject to return from the Limited Partners and up to \$3,000,000, or 20%, shall be subject to return from the General Partner. Pursuant to Section 13.1 of the Pre-Amendment Partnership Agreement, this Amendment shall become effective upon execution hereof by the General Partner and the Limited Partners representing at least a majority of the Commitments. Each capitalized term that is not otherwise defined in this Amendment shall have the meaning which the Pre-Amendment Partnership Agreement assigns to such term.

The General Partner and the Limited Partners hereby authorize the following changes to be made to the Pre-Amendment Partnership Agreement:

1. Guarantees. The first sentence of Section 6.2(c) of the Pre-Amendment Partnership Agreement is hereby amended and restated in its entirety as follows:

"Subject to Section 6.5, the Partnership may guarantee only the obligations of Portfolio Companies (and any direct or indirect subsidiaries thereof) and the aggregate amount of such guarantees outstanding at any time may not exceed the aggregate amount of uncalled Commitments; provided that the Partnership's guarantee of any indemnity, escrow or similar obligation in connection with the (i) disposition of a Portfolio Company, or the disposition of any direct or indirect subsidiaries of a Portfolio Company or their respective assets or (ii) Neoplan Guarantees, shall not be included in the calculation of the aggregate amount of the Partnership's guarantees for purposes of this sentence."

2. Guarantee Period. Section 6.2(d) of the Pre-Amendment Partnership Agreement is hereby amended and restated in its entirety as follows:

"Unless approved by the Advisory Board, the stated maturity of any indebtedness for borrowed money, purchase money indebtedness or guarantee incurred by the Partnership shall not extend beyond the initial ten year term of the Partnership; provided that, except with the approval of the Advisory Board, the stated maturity of any [REDACTED] Guarantee shall not extend beyond December 13, 2006."

3. Payments in Respect of [REDACTED] Guarantees. The further proviso of clause (y) of Section 6.10 of the Pre-Amendment Partnership Agreement is hereby amended and restated in its entirety as follows:

"and provided further that (I) in no event shall any Partner be required to contribute amounts pursuant to clause (y) above in connection with or relating to any [REDACTED] Guarantee in an amount in excess of the aggregate amount of distributions (excluding Section 3.1(d) distributions and Section 7.6 distributions) received by such Partner from the Partnership pursuant to this Agreement since November 1, 2002 (which distributions since November 1, 2002, the Partners agree exceed \$15,000,000 in the aggregate), or in an amount which would cause the aggregate amount contributed by all Partners in connection with or relating to all [REDACTED] Guarantees to exceed the [REDACTED] Guarantee Cap, and (II) except in connection with or relating to any [REDACTED] Guarantee as contemplated by clause (I) foregoing, in no event shall any Partner be required to contribute amounts pursuant to clause (y) above which exceed the aggregate amount of distributions (excluding Section 3.1(d) distributions and Section 7.6 distributions) received by such Partner from the Partnership pursuant to this Agreement during the twelve month period immediately preceding the applicable call date, net of any amounts

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be signed as of the date first above written.

GENERAL PARTNER:

WILLIS STEIN & PARTNERS, L.L.C.

By:  _____

Its: Manager

LIMITED PARTNER:

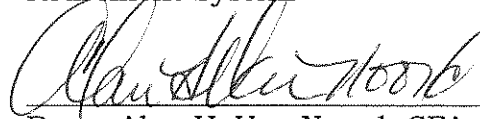
Pennsylvania Public School Employees' Ret. System

By: _____

Its: _____

(Print or type title)

Commonwealth Of Pennsylvania
Public School Employees'
Retirement System

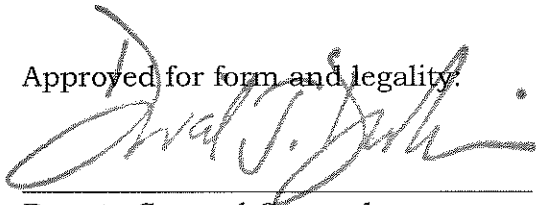


By: Alan H. Van Noord, CFA
Title: Chief Investment Officer



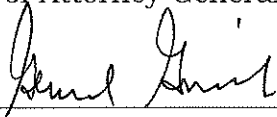
By: Jeffrey B. Clay
Title: Interim Executive Director

Approved for form and legality:



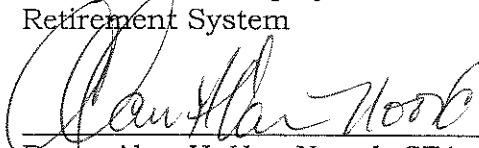
Deputy General Counsel
Office of General Counsel

Chief Deputy Attorney General
Office of Attorney General

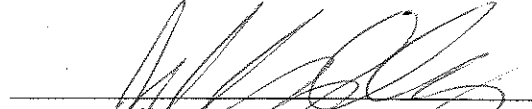


Gerald Gornish, Chief Counsel
Public School Employees' Retirement System

Commonwealth Of Pennsylvania
Public School Employees'
Retirement System



By: Alan H. Van Noord, CFA
Title: Chief Investment Officer



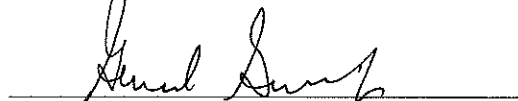
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Deputy General Counsel
Office of General Counsel



Chief Deputy Attorney General
Office of Attorney General



Gerald Gornish, Chief Counsel
Public School Employees' Retirement System