

## G. DEBT

### Long-term Debt:

Long-term debt consisted of the following at June 30:

	2016	2015
Revolving loan agreement	\$8,478	\$10,208
10-year unsecured senior notes	—	3,571
Other	23	23
Subtotal	8,501	13,802
Less: current maturities	—	(3,571)
Total long-term debt	\$8,501	\$10,231

The revolving loan agreement as of June 30, 2016 pertains to the revolving loan facility which the Company entered into on April 22, 2016 with Bank of Montreal (the "BMO Agreement"). The BMO Agreement is secured by substantially all of the Company's personal property, including accounts receivable, inventory, and certain machinery and equipment of its primary manufacturing facility in Racine, Wisconsin, and the personal property of Mill-Log Equipment Co., Inc., a wholly-owned domestic subsidiary of the Company. The BMO Agreement provides for a borrowing base calculation to determine borrowing capacity. This capacity will be based upon eligible domestic inventory, eligible accounts receivable and machinery and equipment, subject to certain adjustments. As of June 30, 2016, the Company's borrowing capacity under the terms of the BMO Agreement was approximately \$21,571, and the Company had approximately \$12,058 of available borrowings. As of June 30, 2016, the interest rate under this agreement was 2.21%.

The revolving loan agreement as of June 30, 2015 pertains to the unsecured revolving loan facility which the Company entered into on June 30, 2014 with Wells Fargo Bank, N.A. (the "Wells Fargo Agreement"). The Wells Fargo Agreement bore interest at LIBOR plus 1.00%. The interest rate was 1.20% at June 30, 2015. The Wells Fargo Agreement required compliance with certain covenants, including restrictions on investments, acquisitions and indebtedness. Financial covenants included a minimum consolidated adjusted net worth amount, a minimum EBITDA for the most recent four fiscal quarters of \$11,000 at June 30, 2015 and a maximum total funded debt to EBITDA ratio of 3.0 at June 30, 2015. Subsequently in August 2015, the definition of EBITDA was revised to add \$3,300, reflective of the restructuring charge taken by the Company in the fourth quarter of the fiscal year ending June 30, 2015. As of June 30, 2015, the Company was in compliance with these financial covenants. On March 25, 2016, due to unfavorable operating results, the Company was not in compliance with the EBITDA covenant. The Company paid off this loan with the proceeds of the BMO Agreement on April 22, 2016.

The unsecured senior notes pertain to borrowings under an Amended and Restated Note Purchase and Private Shelf Agreement (the "Prudential Agreement") which the Company entered into on June 30, 2014, amending the original note agreement dated April 10, 2006. The Prudential Agreement consists of (a) a "note" agreement, under which the Company had an outstanding balance of \$3,571 as of June 30, 2015, and (b) a "Shelf Notes" agreement which set forth the terms of the potential sale and purchase of up to \$50,000. The notes bore interest at 6.05%. The notes matured and were fully paid on April 10, 2016. The Company did not draw on the Shelf Notes agreement and canceled this facility on April 21, 2016. The Prudential Agreement required compliance with the same financial covenants as those in the Wells Fargo Agreement.

The aggregate scheduled maturities of outstanding long-term debt obligations in subsequent years are as follows:

Fiscal Year	
2017	\$ —
2018	—
2019	—
2020	—
2021	8,478
Thereafter	23
	<u>\$8,501</u>

### Other lines of credit:

The Company has established unsecured lines of credit, which may be withdrawn at the option of the banks. Under these arrangements, the Company has unused and available credit lines of \$1,470 with a weighted average interest rate of 5.4% as of June 30, 2016, and \$1,689 with a weighted average interest rate of 5.8% as of June 30, 2015.