

ORIGINAL

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BLITZ U.S.A., Inc., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 11-13603 (PJW)
)
)
)
)
) Re: Docket Nos. 14, 40, 73 and 80

**FINAL ORDER UNDER 11 U.S.C. §§ 105(A), 361, 363, AND 364 AND FED. R. BANKR.
P. 2002, 4001 AND 9014 (I) AUTHORIZING DEBTORS TO INCUR POST- PETITION
SECURED INDEBTEDNESS, (II) GRANTING SECURITY INTERESTS AND
SUPERPRIORITY CLAIMS, (III) APPROVING USE OF CASH COLLATERAL**

Blitz U.S.A., Inc., F3 Brands LLC, LAM Holdings, LLC, Blitz Acquisition Holdings, Inc., Blitz Acquisition, LLC and Blitz RE Holdings, LLC, as debtors and debtors-in-possession (the "Debtors"), in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), moved on November 9, 2011 (the "Motion") for, *inter alia*, a final order seeking:

(a) authorization for the Debtors to obtain up to \$5,000,000 in principal amount of postpetition financing under a revolving credit facility (the "DIP Financing Facility"), on the terms and conditions set forth in the Senior Secured, Super-Priority Debtor-in-Possession Credit Agreement dated as of November 28, 2011 and attached as Exhibit A hereto (as amended, supplemented or otherwise modified, the "DIP Financing Agreement")² among the Debtors, BOKF, NA d/b/a Bank of Oklahoma, as agent (the "DIP Agent"), and the lenders identified therein (the "DIP Lenders");

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: LAM 2011 Holdings, LLC (8742); Blitz Acquisition Holdings, Inc. (8825); Blitz Acquisition, LLC (8979); Blitz RE Holdings, LLC (9071); Blitz U.S.A., Inc. (8104); and F3 Brands LLC (2604). The location of the Debtors' corporate headquarters and the Debtors' service address is: 404 26th Ave. NW Miami, OK 74354.

² Unless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the DIP Financing Agreement.



(b) authorization for the Debtors to execute, deliver and otherwise close the DIP Financing Agreement, and all other agreements, documents, and instruments to be delivered in connection with the DIP Financing Facility (collectively, the “DIP Loan Documents”);

(c) authorization for the Debtors to grant the DIP Agent and DIP Lenders liens on and security interests in all of the Debtors’ assets as provided herein and in the DIP Financing Agreement and to grant the DIP Lenders superpriority administrative expense claims; and

(d) authorization for the Debtors to (1) use Cash Collateral (within the meaning of section 363(a) of the Bankruptcy Code) and (2) provide adequate protection to the Prepetition Lenders (as defined below).

Upon the record presented at the Final Hearing and after due deliberation, for good and sufficient cause,

**IT IS HEREBY FOUND, DETERMINED, ORDERED, ADJUDGED, AND DECREED
THAT:³**

1. Disposition. The Motion is granted on the terms set forth in this order (the “Final Order”). Any objections to the relief sought in the Motion that have not previously been resolved or withdrawn, including any reservations of rights therein, are hereby overruled on their merits. This Final Order shall be valid, binding on all parties-in-interest, and fully effective immediately upon entry.

2. Jurisdiction; Venue. The Court has jurisdiction over the Chapter 11 Cases, the parties, and the Debtors’ property pursuant to 28 U.S.C. §1334. This is a core proceeding pursuant to 28 U.S.C. §157(b). Venue of the Chapter 11 Cases and the Motion is proper under 28 U.S.C. §§ 1408 and 1409.

³ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, pursuant to Bankruptcy Rule 7052.

3. Notice. Notice of the Motion, the relief requested and the Final Hearing was served by the Debtors on (i) the fifty largest unsecured creditors on a consolidated basis, (ii) counsel to the DIP Agent, (iii) any parties that have filed a notice of appearance pursuant to Bankruptcy Rule 2002, (iv) the Prepetition Agent, (v) all taxing authorities for the jurisdictions in which the Debtors conduct business, and (vi) the United States Trustee for the District of Delaware (the "U.S. Trustee"). Under the circumstances, the notice given by the Debtors of the Motion, the relief requested and the Final Hearing constitutes due and sufficient notice, and no further notice of the relief sought at the Final Hearing and the relief granted by this Final Order is necessary or required.

4. Purpose and Necessity of Financing and Use of Cash Collateral. The Debtors require the financing and use of Cash Collateral described in the Motion to fund, among other things, the Debtors' cash requirements for working capital and general corporate needs consistent with the terms set forth in the DIP Financing Agreement, and for other purposes permitted by the DIP Financing Agreement. The Debtors are unable to obtain adequate unsecured credit allowable under section 503 of the Bankruptcy Code as an administrative expense or other financing under sections 364(c) or (d) of the Bankruptcy Code on equal or more favorable terms than those set forth in the DIP Financing Agreement within the time frame required by their needs to avoid immediate and irreparable harm. The Debtors are unable to obtain financing on a postpetition basis without the Debtors granting the Superpriority Claims (as defined below) and the DIP Liens (as defined below).

5. Good Cause. The Debtors' ability to obtain sufficient working capital and liquidity under the DIP Financing Agreement is vital to the Debtors' estates and their creditors, so that the Debtors can continue to operate their businesses in the ordinary course,

including preserving the jobs of their employees and maximizing the value of their assets. The Debtors' estates, creditors, and employees will be immediately and irreparably harmed if this Final Order is not entered. Consummation of the DIP Financing Facility in accordance with this Final Order and the DIP Financing Agreement is in the best interests of the Debtors' estates, creditors, and employees. Good cause thus has been shown for the relief sought in the Motion.

6. Good Faith; Fair Consideration and Reasonably Equivalent Value. The terms of the DIP Financing Agreement, including the interest rates and fees applicable thereto and intangible factors, are more favorable to the Debtors than those available from alternative sources. Based upon the record before the Court, the DIP Financing Agreement has been negotiated in good faith and at arm's-length among the Debtors, the DIP Agent, and the DIP Lenders. Any DIP Loans and other financial accommodations made to the Debtors by the DIP Agent and the DIP Lenders pursuant to this Final Order and the DIP Financing Agreement shall be deemed to have been extended by the DIP Agent and the DIP Lenders in good faith, as that term is used in section 364(e) of the Bankruptcy Code, and the DIP Agent and the DIP Lenders shall be entitled to all protections afforded thereby. The terms of the loan facility provided under the DIP Financing Agreement are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties, and are supported by reasonably equivalent value and fair consideration.

7. Immediate Entry of Final Order. The Debtors have requested immediate entry of this Final Order pursuant to Bankruptcy Rule 4001(b)(2) and (c)(2). The permission granted herein to enter into the DIP Financing Agreement and to obtain funds thereunder is necessary to avoid immediate and irreparable harm to the Debtors. This Court concludes that entry of this Final Order is in the best interests of the Debtors' respective estates and creditors as its

implementation will, among other things, allow for access to the cash collateral necessary for the continued flow of supplies and services to the Debtors necessary to sustain the operation of the Debtors' existing businesses, to maximize the value of the Debtors' assets and further enhance the Debtors' prospects for a successful restructuring.

8. Authorization to Use Cash Collateral. The Debtors are authorized to use Cash Collateral during the period from the Petition Date through and including the Maturity Date, in accordance with the terms, conditions, and limitations set forth in the DIP Financing Agreement and the Approved Budget (a copy of which is attached as Exhibit "B") and this Final Order.

9. [reserved].

10. Superpriority Claim and DIP Liens.

(a) Except as provided in this Final Order with respect to the Carve-Out Expenses, the DIP Agent and the DIP Lenders are hereby granted, and all of the obligations of the Debtors under the DIP Financing Agreement and this Final Order (collectively, the "DIP Obligations") shall and hereby do constitute, an allowed superpriority administrative expense claim against each Debtor (the "Superpriority Claims") pursuant to section 364(c)(1) of the Bankruptcy Code, having priority over any and all administrative expense claims, adequate protection claims and all other claims against the Debtors, now existing or hereafter arising, of any kind whatsoever, including without limitation, all claims arising under sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546, 726, 1113 or 1114 and any other provision of the Bankruptcy Code or otherwise, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment. The Superpriority Claims shall be payable from and have recourse to all prepetition and postpetition property of the Debtors and all proceeds thereof, but not including claims or causes of action arising under

chapter 5 of the Bankruptcy Code (the "Avoidance Actions") or any proceeds or other amounts received in respect of the Avoidance Actions. The Superpriority Claims granted pursuant to this paragraph shall be subject and subordinate in priority of payment only to, during the occurrence and continuance of an Event of Default or after the Maturity Date, payment of the Carve-Out Expenses. Except as set forth in this Final Order, no other superpriority claims shall be granted or allowed in these Chapter 11 Cases.

(b) Under Section 364(d) of the Bankruptcy Code, as security for the DIP Obligations, DIP Agent, on behalf of itself and the DIP Lenders, is hereby granted, subject and subordinate in priority only to, payment of the Carve-Out Expenses, valid, enforceable and perfected first-priority priming security interests in and liens on (the "DIP Liens") all of the Collateral (as defined below). The DIP Liens shall have priority over any and all prepetition or postpetition liens and security interests, with the exception of the Permitted Liens as defined in the Prepetition Credit Agreement. "Collateral" includes all of the Debtors' property, assets, or interests in property or assets of any kind or nature whatsoever, real or personal, now existing or hereafter acquired or created, including, without limitation, all property of the Debtors' "estates" (within the meaning of the Bankruptcy Code), inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, equipment, fixtures, goods, investment property, general intangibles, documents, instruments, interests in leaseholds, real properties, patents, copyrights, trademarks, trade names, other intellectual property, capital stock of subsidiaries, trademarks, trade names, all deposit accounts, all securities accounts, all cash maintained in deposit and other accounts, all commercial tort claims, all causes of action (but not including Avoidance Actions or the proceeds thereof), all cash and non-cash proceeds, rents, products and profits of any of the

foregoing. For the avoidance of doubt, and notwithstanding any language in this Order or the DIP Financing Agreement to the contrary, the Collateral shall exclude the Avoidance Actions and any proceeds thereof.

(c) The DIP Liens shall be effective automatically and immediately upon the entry of this Final Order, and no lien or security interest granted to the DIP Agent or DIP Lenders under this Final Order or the DIP Financing Agreement, as approved by this Final Order, shall hereafter be subordinated to or made *pari passu* with any other lien or security interest created and/or perfected pursuant to sections 364(c) or (d) of the Bankruptcy Code or otherwise. The DIP Liens arising hereunder shall be and hereby are fully perfected security interests, such that no additional steps need be taken by the DIP Agent or the DIP Lenders to perfect such interests. Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations to any governmental entity, in order for any Debtors to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest or the proceeds thereof or other Collateral related thereto shall have no force and effect with respect to the transactions granting the DIP Lenders a priority security interest in such leasehold interest, license, contract or agreement, or the proceeds of any assignment and/or sale thereof by any Debtors in favor of the DIP Agent or the DIP Lenders in accordance with the terms of the DIP Financing Agreement.

(d) The DIP Liens and Superpriority Claims and other rights and remedies granted to the DIP Agent and DIP Lenders under this Final Order shall continue in the Chapter 11 Cases and in any superseding case or cases for the Debtors under any chapter of the Bankruptcy Code, and such liens, security interests and claims shall maintain their priority as

provided in this Final Order until all the DIP Obligations have been indefeasibly paid in full in cash and the total commitment has been terminated in accordance with the DIP Financing Agreement (and any subsequently approved DIP Loan Documents).

(e) Notwithstanding anything in this Final Order to the contrary, the Debtors may seek the sale or factoring of their accounts receivable, such sale or factoring to be on terms acceptable to DIP Agent and DIP Lenders and Prepetition Agent and Prepetition Lenders.

11. Acknowledgements. Without prejudice to the rights of the Official Committee of Unsecured Creditors appointed in these cases (the "Committee") (but subject to the limitations contained in paragraph 20), the Debtors acknowledge, represent, stipulate and agree that:

(a) the Debtors have obtained all authorizations, consents and approvals required to be obtained from, and have made all filings with and given all notices required to be made or given to, all federal, state and local governmental agencies, authorities and instrumentalities in connection with the execution, delivery, performance, validity and enforceability of the DIP Financing Agreement to which any Debtor is a party;

(b) as consideration for entry into the DIP Financing Agreement, until such time as all DIP Obligations are indefeasibly paid in full in cash and the total commitment is terminated in accordance with the DIP Financing Agreement or any other DIP Document, and except with respect to the Carve-Out Expenses, upon the occurrence and during the continuance of an Event of Default, the Debtors shall not in any way prime or seek to prime (or otherwise cause to be subordinated in any way) the DIP Liens and Adequate Protection Liens (as defined below) provided to the DIP Agent, the DIP Lenders, the Prepetition Agent and the Prepetition Lenders under this Final Order, the DIP Financing Agreement or any DIP Loan Documents by

offering a subsequent lender or a party-in-interest a superior or *pari passu* lien or security interest pursuant to sections 364(c) or (d) of the Bankruptcy Code or otherwise;

(c) as consideration for entry into the DIP Financing Agreement, until such time as all DIP Obligations are indefeasibly paid in full in cash and the total commitment is terminated in accordance with the DIP Financing Agreement and any subsequently approved DIP Documents, the Debtors shall not in any way or at any time, agree to pay an administrative expense claim against any of the Debtors of any kind or nature whatsoever (except for any amounts authorized to be paid pursuant to this Final Order and the Approved Budget), including without limitation any administrative expenses of the kind specified in, or arising or ordered under, sections 105, 326, 328, 503(b), 506(c), 507(a), 507(b), 546(c) 726, 1113 and 1114 of the Bankruptcy Code having priority equal or superior to the priority of the Superpriority Claims as provided herein, except with respect to the Carve-Out Expenses upon the occurrence and during the continuance of an Event of Default;

(d) certain of the Debtors have outstanding debt obligations pursuant to that certain First Amended and Restated Credit Agreement (the "Prepetition Credit Agreement"), dated February 4, 2011, among Blitz Acquisition, LLC, Blitz U.S.A., Inc., and Blitz RE Holdings, LLC as borrowers (collectively, the "Prepetition Borrowers"), Blitz Acquisition Holdings, Inc. as guarantor (the "Guarantor") F3 Brands LLC as guarantor (the "Additional Guarantor" and, together with the Guarantor, the "Prepetition Guarantors"), LAM 2011 Holdings, LLC (f/k/a Blitz Holdings, LLC) as parent, the Lenders party thereto (the "Prepetition Lenders") and BOKF, NA d/b/a Bank of Oklahoma as administrative agent ("Prepetition Agent") (as amended, supplemented, restated or otherwise modified from time to time, collectively "Prepetition Credit Facility");

(e) the Prepetition Credit Facility consists of a \$15 million revolving note facility, (the "Prepetition Revolving Facility") which includes a letter of credit facility and which is currently over-advanced, and a \$20 million term note facility (the "Prepetition Term Note Facility");

(f) as of the Petition Date, the principal outstanding under the Prepetition Revolving Facility was in the amount of \$18,968,464.29, and the principal outstanding under the Prepetition Term Note Facility was \$21,845,180.46 (collectively, the "Prepetition Indebtedness");

(g) as more fully set forth in the Prepetition Credit Facility and the Prepetition Loan Documents as defined therein, each of the of the Prepetition Borrowers and Prepetition Guarantors granted to the Prepetition Agent, for the benefit of itself and the Prepetition Lenders, and to the Prepetition Lenders, a continuing lien and security interest to secure the Prepetition Indebtedness in the substantially all of the Prepetition Borrowers' and Prepetition Guarantors' assets, subject only to Permitted Liens as defined in the Prepetition Credit Facility (the "Prepetition Collateral");

(h) all of the Prepetition Borrowers' and Prepetition Guarantors' cash, including cash in deposit accounts, whether as originally collateral or proceeds of other Prepetition Collateral, constitutes Cash Collateral of the Prepetition Agent for the benefit of the Prepetition Lenders;

(i) the obligations of Debtors under the Prepetition Credit Agreement are (i) legal, valid, binding and enforceable against each Debtor, and (ii) not subject to any contest, attack, objection, recoupment, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise. The Debtors do not have, hereby

forever release and are forever barred from bringing or asserting any claims, counterclaims, causes of action, defense or setoff rights relating to the Prepetition Credit Facility, whether arising under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise against the Prepetition Agent, the Prepetition Lenders and their respective officers, directors, employees or attorneys.

(j) the Prepetition Agent and Prepetition Lenders have liens and security interests in and to the Prepetition Collateral, and such liens and security interests are legal, valid, enforceable, non-avoidable and duly perfected and are not subject to avoidance, attack, objection, recoupment, defense, counterclaim, offset, subordination, recharacterization, avoidance or other claim, cause of action or other challenge of any nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise; and, as of the Petition Date, and without giving effect to this Final Order, there are no liens or security interests having priority over the liens and security interests of the Prepetition Agent and Prepetition Lenders, subject only to Permitted Liens as defined in the Prepetition Credit Agreement; and the liens and security interests granted to the Prepetition Agent and Prepetition Lenders were granted for fair consideration and reasonably equivalent value.

12. Fees and Expenses. All fees, costs, charges and expenses required to be paid by the Debtors to the DIP Agent and/or the DIP Lenders under the DIP Financing Agreement are hereby approved. The DIP Lenders' shall receive a fee (the "Origination Fee") in the amount of \$75,000, payable upon funding of the DIP Financing Facility and an unused line fee equal to LIBOR plus 1.00% per annum times the Maximum Loan Amount less the sum of the outstanding daily balance; provided, however, that the Origination Fee and unused line fee shall not be paid until the Debtors first draw under the DIP Financing Facility. The Debtors shall, on the tenth

(10th) day following receipt of a written invoice, with copies being provided to the Office of the U.S. Trustee and the Committee, indefeasibly pay each of the DIP Agent and the DIP Lenders for their reasonable out-of-pocket fees (including professional fees), costs, charges and expenses, arising before or after the Petition Date, that are payable or reimbursable under the DIP Financing Agreement; provided, however, that in the event the U.S. Trustee or the Committee serves a written objection to any invoice, the objected to portion of that invoice shall not be paid until the objection is resolved by agreement of the parties or Order of the Court: and further provided that in no event shall the fees and expenses paid to the Administrative Agent's Professionals (as defined in the DIP Financing Agreement) exceed the line item budget amounts, on a roll-forward/roll-backward monthly basis, allocated for such professionals in the Approved Budget. None of the DIP Agent's or DIP Lenders' costs, fees, charges, or expenses shall be required to be maintained in accordance with the U.S. Trustee guidelines, and no recipient of any such payment shall be required to file any interim or final fee application with the Court. Upon the closing and funding of the DIP Financing Facility, the Debtors shall on the tenth (10th) day following receipt of a written invoice, with copies being provided to the Office of the United States Trustee and the Committee, pay all accrued and unpaid prepetition contract rate interest owing to the Prepetition Lenders, and all invoiced and unpaid fees and expenses incurred by the Prepetition Agents or any of the Prepetition Lenders in connection with the Prepetition Credit Facility, under the Prepetition Credit Facility; provided, however, that in the event the U.S. Trustee or the Committee serves a written objection to any invoice, the objected to portion of that invoice shall not be paid until the objection is resolved by agreement of the parties or Order of the Court.

13. Indemnity. Whether or not the DIP Financing Facility is consummated, each

Debtor shall indemnify and hold harmless the DIP Agent, each DIP Lender, their respective subsidiaries and affiliates, and their respective shareholders, members, partners, officers, directors, employees, agents and advisors from and against any and all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable fees and expenses of counsel) that may be incurred by or asserted against such entity or individual in connection with this transaction, except to the extent any of the foregoing results from the fraud, willful misconduct or gross negligence of such entity or individual as determined by a final judgment of a court of competent jurisdiction.

14. Recording and Filing Fees. All fees and costs and/or expenses payable by the Debtors in connection with the recording, filing and insuring of financing statements, mortgages and financing statements to confirm the perfection of the security interests granted or authorized by this Final Order are hereby approved and shall be promptly paid in full by the Debtors without the necessity of the Debtors, the DIP Lenders or the DIP Agent filing any further application with the Court for approval or payment of such fees, costs and/or expenses.

15. Authority to Execute and Deliver Necessary Documents. Without limiting Paragraph 10(c) above, each of the Debtors is hereby authorized and empowered to enter into and deliver the DIP Financing Agreement and the other DIP Loan Documents, including, but not limited to, UCC financing statements and mortgages or deeds of trust as necessary or appropriate. Each of the Debtors is hereby further authorized, empowered and directed (a) to perform all of its obligations under the DIP Financing Agreement to give effect to the terms of the financing provided for in the DIP Financing Agreement as approved by this Final Order, (b) to perform all acts required under the DIP Financing Agreement and this Final Order, including, without limitation, the payment of all principal, interest, charges, fees, and the reimbursement of

present and future reasonable costs and expenses (including without limitation, reasonable attorneys' fees and legal expenses) paid or incurred by the DIP Lenders or the DIP Agent as provided for in this Final Order and the DIP Financing Agreement, all of which unpaid principal, interest, charges, fees, reasonable attorneys' fees and the reimbursement of present and future reasonable costs and expenses shall be deemed a Superpriority Claim having the same priority as all other DIP Obligations hereunder and be secured by valid and perfected DIP Liens as and to the extent provided for in this Final Order and the DIP Financing Agreement, and (c) to do and perform all other acts, to make, execute and deliver all other instruments, agreements and documents, which may be required or necessary for the Debtors to perform all of their obligations under this Final Order and the DIP Financing Agreement, without further order of the Court. The DIP Obligations shall constitute valid and binding obligations of each of the Debtors enforceable against each of them, and each of their successors and assigns, in accordance with their terms and the terms of this Final Order.

16. Amendments. The Debtors, the DIP Agent and the DIP Lenders may enter into any amendments or modifications to the DIP Financing Agreement without the need of further hearing or order of this Court; provided, however, that notice of any such modification or amendment shall be provided to the Committee and the U.S. Trustee, each of which shall have five (5) days from the date of such notice within which to object in writing; provided, further, however, that if any such objection is timely made, then such modification or amendment shall be permitted only pursuant to an order of the Court (or upon withdrawal of the objection).

17. Carve-Out. (a) The DIP Liens and the Superpriority Claims shall be subject to the Carve-Out Expenses. "Carve Out Expenses" shall mean (i) allowed, accrued, but unpaid

professional fees of the Debtors and the Committee consistent with the accrual budget for professional fees attached hereto as Exhibit C (the "Professional Fee Budget") (and subject to the line item budget amounts, on a roll-forward/roll-backward monthly basis, allocated for each respective professional retained by the Debtors or the Committee, respectively, in the Professional Fee Budget (the "Professional Fee Allocation")) which have been incurred prior to the occurrence of an Event of Default, regardless of when such amounts are allowed and authorized to be paid, (ii) allowed, accrued but unpaid professional fees and expenses incurred by the Debtors and the Committee which are incurred after an Event of Default (that is not cured or waived) in an aggregate amount not to exceed \$600,000 (the "Carve-Out Amount") which shall be allocated amongst the professionals for the Debtors and the Committee consistent with the monthly line item allocation set forth in the Professional Fee Budget for each respective professional, and (iii) fees payable to the U.S. Trustee pursuant to 28 U.S.C. §1930 and to the clerk of the Bankruptcy Court; provided, however, that the Carve-Out Expenses shall not include (a) any other claims that are or may be senior to or *pari passu* with any of the Carve-Out Expenses, (b) any fees or expenses of a Chapter 7 trustee, (c) any fees or disbursements arising after the conversion of any of the Chapter 11 Cases to a Chapter 7 Case (d) any fees or disbursements related to the commencement and prosecution of any Challenge (as defined below) except as specifically permitted by this Final Order or (e) any fees or disbursements related to any Challenge or objection to the debt or collateral position of the DIP Agent or the DIP Lenders or hindering or delaying the DIP Agent's or any DIP Lender's enforcement or realization upon the Collateral once an Event of Default has occurred and is continuing. So long as no Event of Default has occurred, the Debtors shall be permitted to pay trustee fees and professional fees allowed and payable under Bankruptcy Code sections 330, 331 and 503, as

provided in the DIP Financing Agreement and the Professional Fee Budget. Any payment of Carve-Out Expenses incurred after the occurrence and during the continuance of an Event of Default, including any payment of professional fees, shall permanently reduce the Carve-Out Amount on a dollar-for-dollar basis. The DIP Agent and the DIP Lenders' obligation to fund or otherwise permit payment of the Carve-Out Expenses from the proceeds of their Collateral shall be (i) added to and made part of the DIP Obligations, (ii) secured by the Collateral, and (iii) otherwise entitled to the protections granted under this Final Order, the DIP Financing Agreement, the Bankruptcy Code and applicable law.

(b) Nothing contained in this Final Order shall be construed: (i) to exempt those persons hereafter receiving interim compensation payments or reimbursement of expenses pursuant to any such Bankruptcy Court-approved procedure from the applicable provisions of bankruptcy law, including the requirements that such compensation or reimbursement be allowed on a final basis after the filing of appropriate fee applications, and, if applicable, any subsequent order of this Court requiring that such payments be disgorged, and/or (ii) as consent to the allowance of any fees and expenses referred to above, and shall not affect any right of the DIP Agent or the DIP Lenders to object to the reasonableness of such amounts.

(c) Neither Cash Collateral nor proceeds of any of the DIP Financing Facility shall be used to request (i) the use of Cash Collateral without the DIP Agent's and the DIP Lenders' prior written consent, or (ii) authorization to obtain postpetition loans or other financial accommodations pursuant to sections 364(c) or (d) of the Bankruptcy Code, or otherwise, other than from the DIP Lenders without the consent of the DIP Lenders.

(d) Neither Cash Collateral nor proceeds of any of the DIP Financing shall be used for the payment or reimbursement of any fees or disbursements of the Debtors, the

Committee or any trustee appointed in these Chapter 11 Cases incurred in connection with the assertion and prosecution of, or joinder in, any claim, counterclaim, action, proceeding, application, motion, objection, defense or other contested matter (i) asserting claims pursuant to sections 542, 544, 545, 546, 547, 548, 549, 550, 551, 553(b) or 724(a) of the Bankruptcy Code or other cause of action (whether arising under state law, the Bankruptcy Code or other federal law) against any of the DIP Lenders, the DIP Agent, the Prepetition Agent, or the Prepetition Lenders, including any action with respect to the validity and extent of the DIP Obligations or the Prepetition Indebtedness or the validity, extent and priority of liens and security interests securing the DIP Obligations or the Prepetition Indebtedness; (ii) invalidating, setting aside, avoiding or subordinating, in whole or in part, the DIP Lenders' and/or the DIP Agent's liens on and security interests in the Collateral, or the Prepetition Agent's and/or the Prepetition Lenders' liens on and security interests in the Prepetition Collateral; or (iii) seeking to modify any of the rights granted to the DIP Agent or the DIP Lenders or the Adequate Protection Claims and Adequate Protection Liens granted to the Prepetition Agent and Prepetition Lenders under this Final Order or the DIP Financing Agreement. Notwithstanding the foregoing restrictions, up to an aggregate of \$50,000 of Cash Collateral or proceeds of the DIP Loans may be used to pay professional fees and expenses incurred by the Committee to investigate the extent, validity and priority of claims and liens of the Prepetition Agents and/or the Prepetition Lenders relating to the Prepetition Credit Facility, but not to challenge any liens or claims under the Prepetition Credit Facility.

18. Limitation On Additional Surcharges. Except to the extent of the Carve-Out Expenses, no costs or expenses of administration or other surcharge, lien, assessment or claim incurred on or after the Petition Date of any person or entity shall be imposed against any of the

Collateral, the Prepetition Collateral, any Prepetition Lenders, the Prepetition Agent, any DIP Lenders, or DIP Agent, nor shall the Collateral, the Prepetition Collateral, any Prepetition Lenders, the Prepetition Agent, any DIP Lenders or DIP Agent be subject to surcharge by any party-in-interest for any amounts arising or accruing after the Petition Date pursuant to sections 506(c), 552(b) or 105(a) of the Bankruptcy Code or similar principle of law. No action, inaction, or acquiescence by the Prepetition Lenders, the Prepetition Agent, the DIP Lenders or DIP Agent in these cases, including the Prepetition Lenders' or the DIP Lenders' funding of the Debtors' ongoing operations under this Final Order or the DIP Financing Agreement, shall be deemed to be or shall be considered as evidence of any alleged consent by the Prepetition Lenders, the Prepetition Agent, the DIP Lenders or DIP Agent to a charge against the Prepetition Collateral, the Collateral, any Prepetition Lender, the Prepetition Agent, any DIP Lender, or DIP Agent pursuant to sections 506(c), 552(b) or 105(a) of the Bankruptcy Code. Neither the Prepetition Lenders, the Prepetition Agent, the DIP Agent nor the DIP Lenders shall be subject in any way whatsoever to the equitable doctrine of "marshaling" or any similar doctrine with respect to the Collateral or the Prepetition Collateral.

19. Adequate Protection. The Prepetition Borrowers and Prepetition Guarantors under the Prepetition Credit Facility granted the Prepetition Agents, and the Prepetition Lenders mortgages, liens and security interests in substantially all the assets owned by the Prepetition Borrowers and Prepetition Guarantors (the "Prepetition Collateral"), as more fully described in the Prepetition Credit Facility documents. The Prepetition Agents and the Prepetition Lenders are entitled, pursuant to sections 105, 361, 363 and 364 of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral, including Cash Collateral, in an amount equal to the diminution in value of the Prepetition Collateral, but only as permitted by the

Bankruptcy Code. As adequate protection, the Prepetition Agent the Prepetition Lenders are hereby granted the following:

(a) Adequate Protection Claims. The Prepetition Agent and Prepetition Lenders are granted allowed superpriority administrative expenses claims against the Debtors (the "Adequate Protection Claims") as provided in section 507(b) of the Bankruptcy Code. The Adequate Protection Claims shall have recourse to and be payable from all Prepetition Collateral or Collateral, but not against or from Avoidance Actions or the proceeds thereof. Notwithstanding the foregoing, the Adequate Protection Claims shall be subordinate and subject to (i) the Carve-Out Expenses and (ii) the Superpriority Claims granted in respect of the DIP Obligations.

(b) Adequate Protection Liens. To the extent of diminution in value of the collateral securing the Prepetition Credit Facility, as additional adequate protection, the Prepetition Lenders are hereby granted (effective and perfected upon the date of this Final Order and without the necessity of the execution by the Debtors of security agreements, pledge agreements, mortgages, financing statements or other agreements) a valid, perfected replacement security interest in and lien on all of the Collateral (the "Adequate Protection Liens") to secure any Adequate Protection Claim, subject and subordinate only to (i) the DIP Liens, and (ii) the Carve-Out Expenses.

(c) Interest and Fees. As additional adequate protection, during the period until the Maturity Date, the Prepetition Lenders shall receive payments from the Debtors equal to interest calculated at the non-default rate under the Prepetition Credit Agreement, and reasonable attorneys' fees after notice to the U.S. Trustee and the Committee and opportunity to object as provided in Paragraph 12 hereof ; provided, however, that the Committee's right to seek to

recharacterize such payments in the event that the Prepetition Lenders are determined to be undersecured, and the Prepetition Lenders' right to object to any attempt to recharacterize such payments, are fully preserved.

(d) Reservation of Rights to Seek Additional Adequate Protection. The grant of adequate protection to the Prepetition Agent and Prepetition Lenders is without prejudice to the right of the Prepetition Agent and Prepetition Lenders to seek modification of the grant of adequate protection provided by this Final Order so as to provide different or additional adequate protection; provided, however, that any such additional or modified adequate protection shall at all times be subordinate and junior to the Carve-Out Expenses and the claims and liens granted to the DIP Agent and the DIP Lenders under this Final Order and the DIP Financing Agreement.

(e) Challenge to Prepetition Indebtedness. The Committee shall have until the later of: (i) ninety days following the date of appointment of members to such Committee, without prejudice to the Committee's right to seek an extension of such date or to the rights of the Prepetition Agent or Prepetition Lenders to object thereto, (ii) a later date consented to by the Prepetition Agent and Prepetition Lenders; or (iii) a date ordered by the Court (the "Investigation Termination Date") to file an adversary proceeding or contested matter challenging or objecting (a "Challenge") to the validity, perfection, enforceability, or priority of the Prepetition Agent's and Prepetition Lenders' security interests in and liens on the Prepetition Collateral or the amount and allowance of the Prepetition Indebtedness ("Lien Claims"). The Committee is hereby granted standing and the authority, without further motion or order of this Court, to file an adversary proceeding or contested matter on behalf of the Debtors' estates raising any and all Challenges on or before the Investigation Termination Date. On or before the Investigation Termination Date, the Committee must notify the Prepetition Agent and Prepetition Lenders in

writing (the "Lender Claims Notice") of any additional claims or causes of action other than Lien Claims that the Committee may pursue against the Prepetition Agent or Prepetition Lenders and the Committee shall be forever barred from pursuing any causes of action against the Prepetition Agent or Prepetition Lenders which have not been identified in the Lender Claims Notice. The Lender Claim Notice must allege specific legal theories and supporting facts to support each claim made. For the avoidance of doubt, a general statement of legal claim (e.g., "Lender Liability") shall be insufficient to preserve a claim against the Lenders. If a Challenge is not filed on or before the Investigation Termination Date, then (w) all of the agreements, acknowledgments, representations, and stipulations contained in paragraph 11 of this Final Order shall be irrevocably binding on the estates and all parties in interest (including, without limitation, a receiver, administrator, or trustee appointed in any of the these cases or in any jurisdiction) without further action by any party or this Court and the Debtors, the Committee and any other party in interest (including, without limitation, a receiver, administrator, trustee, examiner with expanded powers, responsible officer, or other estate representative appointed in any of these cases or in any jurisdiction) shall thereafter be forever barred from bringing any Challenge, (x) the obligations of the Debtors under the Prepetition Credit Agreement shall constitute allowed claims for all purposes in these cases and any subsequent Chapter 7 cases, (y) the Prepetition Agent's and Prepetition Lenders' security interests in and liens upon the Prepetition Collateral shall be determined to be, legal, valid, binding, perfected, security interests and liens, not subject to recharacterization, subordination or otherwise avoidable, and (z) the Prepetition Indebtedness and the Prepetition Lenders' security interests in and liens on the Prepetition Collateral shall not be subject to any further Challenge by the Debtors or any other party in interest, including, without limitation, the Committee, receiver, administrator, trustee,

examiner with expanded powers, responsible officer, or other estate representative appointed in any of these cases. Notwithstanding any language in the DIP Financing Agreement to the contrary, the releases set forth in section 2.2 of the DIP Financing Agreement ("Release") shall be subject to the Committee's investigation rights under this Paragraph and (i) with respect to any challenges to the validity, perfection, enforceability, or priority of the Prepetition Agent's and Prepetition Lenders' security interests or any additional causes of action against the Prepetition Agent or Prepetition Lenders not identified in the Lender Claims Notice, shall not be effective with respect to the Committee or the estates until after the Investigation Termination Date (unless a Challenge is filed, and then not until the Challenge is resolved by agreement of the parties or order of the Court); and (ii) with respect to any other potential claims against the Prepetition Agent or Prepetition Lenders identified in the Lender Claims Notice, shall not be effective with respect to the Committee or the estates unless and until such releases are set forth in and approved as part of a confirmed chapter 11 plan. The Committee reserves all of its rights to object to the payment of, and the Prepetition Agent and the Prepetition Lenders reserves of all of their rights to seek and obtain payment of, proceeds from the sale of any of the assets or stock of any of the Debtors or non-Debtor affiliates to the Prepetition Lenders in repayment of the Prepetition Indebtedness until: (i) expiration of the Investigation Termination Date if no Challenge is filed or Lender Claims Notice served; or (ii) if a Challenge is timely filed or a Lender Claims Notice is timely served until after the Challenge and the claims articulated in the Lender Claims Notice are resolved by final Order.

20. Additional Perfection Measures. (a) The liens, security interests, and priorities granted to the DIP Agent, DIP Lenders, Prepetition Agent and Prepetition Lenders pursuant to this Final Order and the DIP Financing Agreement with respect to property of the Debtors'

estates shall be perfected by operation of law immediately upon entry of this Final Order by the Court.

(b) Neither the Debtors nor the DIP Agent, DIP Lenders, Prepetition Agent or Prepetition Lenders shall be required to enter into or to obtain landlord waivers, mortgagee waivers, bailee waivers or warehouseman waivers or to file or record financing statements, mortgages, deeds of trust, leasehold mortgages, notices of lien or similar instruments in any jurisdiction (including, trademark, copyright, trade name or patent assignment filings with the United States Patent and Trademark Office, Copyright Office, or any similar agency with respect to intellectual property), or obtain consents from any licensor or similarly situated party-in-interest, or take any other action in order to validate and to perfect the security interests, DIP Liens or Adequate Protection Liens granted pursuant to this Final Order.

(c) If the Prepetition Agent, Prepetition Lenders, DIP Agent or the DIP Lenders, in their sole discretion, choose to obtain consents from any licensor or similarly situated party-in-interest, to file financing statements, notices of lien or similar instruments, to record financing statements, mortgages or deeds of trust, or to otherwise confirm perfection of such security interests and liens: (i) the Prepetition Agent, Prepetition Lenders, the DIP Agent and the DIP Lenders are authorized and empowered to file or record financing statements, mortgages, deeds of trust or similar instruments which secure the DIP Obligations or the Adequate Protection Liens; (ii) all such documents shall be deemed to have been recorded and filed as of the time and on the date of entry of this Final Order; and (iii) no defect in any such act shall affect or impair the validity, perfection and enforceability of the liens granted hereunder.

(d) In lieu of obtaining such consents or filing such financing statements,

notices of lien or similar instruments, the Prepetition Agent, Prepetition Lenders, DIP Agent or the DIP Lenders may, in their discretion, choose to file a true and complete copy of this Final Order in any place at which any such instruments would or could be filed, together with a description of Collateral located within the geographic area covered by such place of filing, and such filing shall have the same effect as if such financing statements, notices of lien or similar instruments had been filed or recorded at the time and on the date of entry of this Final Order.

(e) Federal, state and local governmental agencies, authorities and instrumentalities that have jurisdiction over the Collateral are hereby directed to accept for filing a certified copy of this Final Order or an acknowledgement of this Final Order.

21. The Prepetition Agent, Prepetition Lenders, DIP Agent and the DIP Lenders may deliver a copy of this Final Order to any third parties having possession or control of Collateral.

22. Access to Information. The Debtors shall permit representatives, agents and/or employees of the DIP Agent, the DIP Lenders and the Committee to have reasonable access to their premises and their records during normal business hours (without unreasonable interference with the proper operation of the Debtors' businesses) and shall cooperate, consult with, and provide to such persons all such non-privileged information as they may reasonably request.

23. Access to Collateral. Notwithstanding anything contained herein to the contrary, and without limiting any other rights or remedies of the DIP Agent or the DIP Lenders contained in this Final Order or the DIP Financing Agreement, or otherwise available at law or in equity, and subject to the terms of the DIP Credit Agreement, upon five (5) business days' written notice to the Debtors, the Committee and the landlord of any leased premises upon which any Collateral is located (a "Landlord"), that an Event of Default or a Default by the

Debtors of any of their obligations under the DIP Financing Agreement or this Final Order has occurred and is continuing, the DIP Agent and DIP Lenders may, subject to any separate agreement by and between such Landlord and the DIP Agent or DIP Lenders, enter upon any leased premises of any of the Debtors for the purpose of exercising any remedy with respect to Collateral located thereon and shall be entitled to all of the Debtors' rights and privileges as lessee under such lease without interference from the Landlord thereunder; provided, however, that the DIP Agent and DIP Lenders shall only pay base rent as defined in the lease with any such Landlord (or other agreement between DIP Agent or DIP Lenders and the Landlord) and additional rent obligations of the Debtors (limited to charges for utilities, unless otherwise agreed between the Landlord and DIP Lender) that first arise after the DIP Agent's written notice referenced above and that are payable during the period of such occupancy by the DIP Lenders, calculated on a per diem basis. Nothing herein shall require the Debtors to assume and assign to the DIP Agent or the DIP Lenders any lease under section 365(a) of the Bankruptcy Code as a precondition to the rights afforded to the DIP Agent or the DIP Lenders in this paragraph.

24. Event of Default. The date upon which any of the following events occur and are continuing beyond any applicable grace period set forth below shall each be an, "Event of Default" hereunder:

(a) the Debtors fail to make a payment to the DIP Lenders as and when required by the DIP Financing Agreement or this Final Order, or otherwise fail to comply in any material respect with any of the terms or conditions of the DIP Financing Agreement and/or this Final Order; and

(b) the occurrence of an "Event of Default" under the DIP Financing

Agreement; provided however, that notwithstanding any language in the DIP Financing Agreement to the contrary, the Debtors failure to meet the Benchmark Requirements, outlined in the DIP Financing Agreement for the sale of Reliance Products Holding, Inc., other than the requirement set forth in section 3.1(F) of the DIP Financing Agreement, shall not constitute an Event of Default under the DIP Financing Agreement.

25. Automatic Stay Modified. The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified, subject to the DIP Agent providing counsel to the Debtors and the Committee with five (5) business days prior notice of its intent to exercise any remedies with respect to the DIP Collateral, to the extent necessary to permit the DIP Agent and the DIP Lenders to exercise, (i) upon the occurrence of an Event of Default, all rights and remedies under the DIP Financing Agreement, including acceleration of the DIP Obligations which shall become due and payable with interest at the default rate and (ii) rights to (a) terminate the total commitment under the DIP Commitment Letter, (b) freeze monies or balances in the Debtors' accounts, (c) set off monies or balances of the Debtors in accounts maintained by the DIP Agent or DIP Lenders, (d) accelerate the DIP Obligations, (e) charge interest at the default rate, and (f) exercise the rights and remedies available under this Final Order and/or applicable law (including the Uniform Commercial Code as in effect in any jurisdiction), including foreclosing upon and selling all or any portion of the DIP Collateral. In any hearing regarding the DIP Agent's or DIP Lenders' exercise of rights or remedies under this paragraph, the only issue that may be raised by any party in opposition thereto shall be whether, in fact, an Event of Default has occurred and is continuing, and each of the Debtors hereby waives any right to seek relief, including without limitation, under section 105 of the Bankruptcy Code, to the extent such relief would in any way impair or restrict the rights and

remedies of the DIP Agent or the DIP Lenders set forth in this Final Order or the DIP Financing Agreement. The DIP Agent's or the DIP Lenders' delay or failure to exercise rights and remedies under the DIP Financing Agreement or this Final Order shall not constitute a waiver of DIP Agent's or the DIP Lenders' rights, unless any waiver is made pursuant to a written instrument executed in accordance with the terms of the DIP Financing Agreement.

26. Termination of Authorization to Use Cash Collateral. Unless the Debtors obtain the prior written consent of the DIP Agent and DIP Lenders, the Debtors are authorized to use Cash Collateral only in accordance with the line items set forth in the Approved Budget. Upon the occurrence and during the continuance of an Event of Default under the DIP Financing Agreement or of this Final Order, the DIP Lenders shall have no further obligation to provide financing under the DIP Financing Agreement as approved by this Final Order, and the authorization to use Cash Collateral under the terms of this Final Order shall automatically terminate; provided, however, that if the Debtors' right to use Cash Collateral has been terminated pursuant to the provisions of this Final Order, such right may be extended only upon (i) consent of the DIP Agent, (ii) the DIP Obligations and the Prepetition Indebtedness having been otherwise paid in full, or (iii) further Final Order of this Court entered upon and after appropriate notice and opportunity for a hearing being provided to the DIP Agent and the DIP Lenders. The DIP Agent and the DIP Lenders shall have no obligation to agree to such an extension under any circumstances and may elect or not elect to agree to such an extension as they determine in their sole and absolute discretion.

27. Intercompany Claims. All parties' rights are reserved with respect to the repayment of intercompany claims from the proceeds recovered from the sale of F3 Brands LLC and Reliance Products Holdings, Inc. or the respective assets of such entities and the application

of those proceeds to either the DIP Obligations and the Prepetition Indebtedness until (i) the Investigation Termination Date in the event that no Challenge is filed; (ii) or if a Challenge is filed, until the Challenge is resolved by final order of the Court; or (iii) such other date as the parties may agree to or as ordered by the Court.

28. Wal-Mart Adequate Protection: Wal-Mart Stores, Inc. (including its affiliates collectively referred to herein as "Wal-Mart") and Blitz U.S.A. Inc. ("Blitz") are parties to certain prepetition supplier agreements (collectively, the "Supplier Agreements") pursuant to which, among other things, (i) Wal-Mart purchased portable gas containers ("PGCs") from Blitz for resale to its retail customers and (ii) Blitz agreed to indemnify Wal-Mart for certain costs and expenses incurred by Wal-Mart for claims brought against Wal-Mart on account of the Blitz PGCs (the "Indemnification Obligations"). Wal-Mart has asserted that any amounts owed to Wal-Mart on account of the Indemnification Obligations constitute secured claims, pursuant to section 506 of the Bankruptcy Code, of Wal-Mart against Blitz to the extent of any monies owed to Blitz as of the Petition Date and has filed a motion (the "Wal-Mart Stay Motion") [Docket Item 64] seeking authority to recoup and offset approximately \$1.54 million currently due and owing (the "Hold Back Amount") to Blitz against the Indemnification Obligations. In resolution of the Wal-Mart Stay Motion, and Wal-Mart's objection to the DIP Financing Motion, Wal-Mart shall release and pay to Blitz the Hold Back Amount and shall pay all post-petition obligations timely in accordance with the terms of the Supplier Agreements (except with respect to any Wal-Mart Adequate Protection amounts (defined below)); provided, however, as adequate protection (the "Wal-Mart Adequate Protection") for Wal-Mart's asserted secured claim and in preservation of its offset and recoupment rights, if any, Wal-Mart shall be permitted to maintain an outstanding postpetition payables balance with Blitz in an amount equivalent to the Hold Back

Amount (the "Postpetition Payables Reserve") on account of purchases of PGCs made by Wal-Mart after the Petition Date, notwithstanding when such outstanding amounts would otherwise be due and payable under ordinary business terms, and Wal-Mart's prepetition secured claims, if any, shall attach to the Postpetition Payables Reserve. In the event that Wal-Mart intends to withhold the payment of any postpetition payables owed to Blitz in excess of the Postpetition Payables Reserve, Wal-Mart must first provide the Debtors, the DIP Agent, the Prepetition Agent, the DIP Lenders, the Lenders, and the Committee with no less than five (5) business days written notice of Wal-Mart's intent to take any such action.

29. Notwithstanding any language in this Order to the contrary, any and all prepetition and post-petition rights, if any, of Wal-Mart to setoff and/or recoup against accounts payable by Wal-Mart to Blitz obligations owed by Blitz to Wal-Mart, including but not limited to the Indemnification Obligations, the Hold Back Amount and the Wal-Mart Adequate Protection (collectively, the "Preserved Rights") shall be continued and preserved subject to subsequent Court order or agreement of the parties affected. In addition, the prepetition and post-petition claims, rights and defenses, if any, of any or all of the Debtors, the DIP Agent, the Prepetition Agent, the DIP Lenders, the Lenders, and the Committee in respect of any of the Preserved Rights shall also be continued and preserved. The provisions of this Paragraph are intended to continue and preserve, intact and undiminished, all prepetition and post-petition rights of Wal-Mart, the Debtors, the DIP Agent, the Prepetition Agent, the DIP Lenders, the Lenders, and the Committee, as such rights existed as of the Petition Date.

30. Successors and Assigns. The DIP Financing Agreement and the provisions of this Final Order shall be binding upon the DIP Agent, the DIP Lenders, the Prepetition Agent, Prepetition Lenders, the Debtors and their respective successors and assigns, and shall inure to

the benefit of the DIP Agent, the DIP Lenders, the Prepetition Agent, Prepetition Lenders and the Debtors and their respective successors and assigns including, without limitation, any trustee, responsible officer, examiner with expanded powers, estate administrator or representative, or similar person appointed in a case for the Debtors under any chapter of the Bankruptcy Code.

31. No Third Party Beneficiary. Except with respect to any of the DIP Lenders, the Prepetition Agent, Prepetition Lenders, the DIP Agent, their delegates, indemnified parties pursuant to paragraph 13, successors and assigns, no rights are created hereunder for the benefit of any third party, any creditor or any direct, indirect or incidental beneficiary.

32. Binding Nature of Agreement. The DIP Financing Agreement constitutes a legal, valid and binding obligation of the Debtors, enforceable against the Debtors in accordance with its terms. The rights, remedies, powers, privileges, liens and priorities of the DIP Agent and DIP Lenders and the Prepetition Agent and Prepetition Lenders provided for in this Final Order and in the DIP Financing Agreement shall not be modified, altered or impaired in any manner by any subsequent order (including a confirmation order) or by any plan of reorganization or liquidation in these cases or in any subsequent case under the Bankruptcy Code, unless and until the Prepetition Indebtedness and DIP Obligations have first been paid in full in cash and completely satisfied and the total commitment is terminated in accordance with the DIP Financing Agreement.

33. No Marshaling. Neither the DIP Lenders nor the Prepetition Lenders shall be subject to the equitable doctrine of "marshaling" or any other similar doctrine.

34. Section 552(b). In light of their agreement to subordinate their liens and superpriority claims (i) to the Carve Out in the case of the DIP Lenders, and (ii) to the Carve Out

and the DIP Liens in the case of the Prepetition Lenders, each of the DIP Lenders and Prepetition Lenders is entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code and the "equities of the case" exception shall not apply with respect to proceeds, product, offspring or profits of any of the Collateral or Prepetition Collateral.

35. Subsequent Reversal or Modification. This Final Order is entered pursuant to section 364 of the Bankruptcy Code, granting the DIP Agent and DIP Lenders all protections afforded by section 364(e) of the Bankruptcy Code. If any or all of the provisions of this Final Order are hereafter reversed, modified, vacated or stayed, that action will not affect (a) the validity of any obligation, indebtedness or liability incurred hereunder by any of the Debtors to the DIP Agent and the DIP Lenders or the Prepetition Agent and Prepetition Lenders prior to the date of receipt by the DIP Lenders or the Prepetition Lenders of written notice of the effective date of such action or (b) the validity and enforceability of any lien or priority authorized or created hereby or pursuant to the DIP Financing Agreement. Notwithstanding any such reversal, stay, modification or vacatur, any postpetition indebtedness, obligation or liability incurred by any of the Debtors to the DIP Agent and DIP Lenders or the Prepetition Agent and Prepetition Lenders prior to written notice to the DIP Agent, the DIP Lenders and the Prepetition Lenders of the effective date of such action shall be governed in all respects by the original provisions of this Final Order, and DIP Agent and DIP Lenders and the Prepetition Agent and Prepetition Lenders shall be entitled to all the rights, remedies, privileges and benefits granted herein and in the DIP Financing Agreement with respect to all such indebtedness, obligation or liability.

36. No Waivers. (a) This Final Order shall not be construed in any way as a waiver or relinquishment of any rights that the DIP Agent, the DIP Lenders, the Prepetition Agent, or Prepetition Lenders may have to bring or be heard on any matter brought before this Court.

(b) The rights and obligations of the Debtors and the rights, claims, liens, security interests and priorities of the DIP Agent and the DIP Lenders arising under this Final Order are in addition to, and are not intended as a waiver or substitution for, the rights, obligations, claims, liens, security interests and priorities granted by the Debtors under the DIP Financing Agreement.

(c) Without limiting the generality of the foregoing subparagraphs, the DIP Agent and/or the DIP Lenders may petition this Court for any such additional protection they may reasonably require with respect to the DIP Indebtedness or otherwise.

37. Sale/Conversion/Dismissal. (a) No motion shall be filed by the Debtors providing for, either the sale of the ownership of the stock of any of the Debtors or the sale of any of the assets of the Debtors under section 363 of the Bankruptcy Code without the express written consent of the DIP Agent, the DIP Lenders, the Prepetition Agent and the Prepetition Lenders to any such transaction or the entry of such an order by the Court unless such transaction is expressly permitted in the DIP Financing Agreement.

(b) If an order is entered (i) dismissing any of these cases under sections 305 or 1112 of the Bankruptcy Code or otherwise, (ii) converting these Chapter 11 cases under section 1112 of the Bankruptcy Code or (iii) appointing a chapter 11 trustee or an examiner with expanded powers, such order shall provide that (x) the liens, security interests and Superpriority Claims granted to the DIP Agent and the DIP Lenders hereunder and in the DIP Loan Documents, as the case may be, shall continue in full force and effect, shall remain binding on all parties-in-interest and shall maintain their priorities as provided in this Final Order until all DIP Obligations and the Prepetition Indebtedness shall have been indefeasibly paid in full in cash and the total commitment shall have been terminated, and (y) this Court shall retain jurisdiction

to the fullest extent permitted by law, notwithstanding such dismissal, for purposes of enforcing the liens, security interests and Superpriority Claims of the DIP Agent and DIP Lenders, as the case may be.

38. Injunction. Except as provided in the DIP Financing Agreement or this Final Order, the Debtors shall be enjoined and prohibited from, at any time during the Chapter 11 Cases, (a) granting liens in the Collateral or any portion thereof to any other parties, pursuant to section 364(d) of the Bankruptcy Code or otherwise, which liens are senior to, *pari passu* with or junior to the liens of the DIP Agent and DIP Lenders, except for the Adequate Protection Liens and liens granted to the DIP Agent, on behalf of itself and the DIP Lenders, in accordance with this Final Order and the DIP Financing Agreement and/or (b) (i) using the Cash Collateral, and (ii) applying to the Bankruptcy Court for an order authorizing the use of the Cash Collateral or the Collateral, except in accordance with the DIP Financing Agreement and this Final Order.

39. Survival. The liens, lien priority, administrative priorities and other rights and remedies with respect to the Debtors granted to the DIP Agent and the DIP Lenders pursuant to the DIP Financing Agreement and this Final Order (specifically including, but not limited to, the existence, perfection and priority of the liens and security interests provided herein and therein, and the administrative priority provided herein and therein) shall not be modified, altered or impaired in any manner by any other financing or extension of credit or incurrence of indebtedness by any Debtor (pursuant to section 364 of the Bankruptcy Code or otherwise), by any dismissal or conversion of any of the Chapter 11 Cases, or by the confirmation of a plan of reorganization in any of the Chapter 11 Cases which does not (i) contain a provision for termination of the total commitment and payment in full in cash of the Prepetition Indebtedness

and all Obligations of the Debtors hereunder and under the DIP Financing Agreement and the Prepetition Credit Agreement on or before the effective date of such plan or plans upon entry thereof and (ii) provide for the continuation of the liens and security interests granted to the DIP Agent and the DIP Lenders, and the priorities thereof until the earlier of (A) such plan effective date, and (B) the date the Prepetition Indebtedness and the DIP Obligations are paid in full in cash and the total commitment is terminated, or by any other act or omission whatsoever.

40. Priority of Terms. To the extent of any conflict between or among (a) the express terms or provisions of any of the DIP Financing Agreement, the Motion, any other order of this Court, or any other agreements, on the one hand, and (b) the terms and provisions of this Final Order, on the other hand, unless such term or provision herein is phrased in terms of “as defined in” or “as more fully described in” the DIP Financing Agreement, the terms and provisions of this Final Order shall govern.

41. Adequate Notice. The notice given by the Debtors of the Final Hearing was given in accordance with Bankruptcy Rules 2002 and 4001(c)(2) and the local rules of this Court. Under the circumstances, no other or further notice of the request for the relief granted at the Final Hearing is required.

42. Retention of Jurisdiction. This Court shall retain jurisdiction over all matter pertaining to the implementation, interpretation and enforcement of this Final Order.

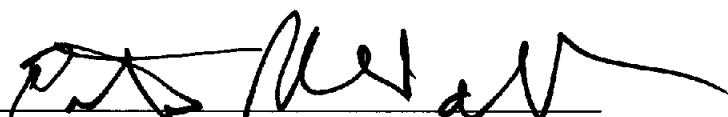
43. Binding Effect of Final Order. The terms of this Final Order shall be binding on any trustee appointed under chapter 7 or chapter 11 of the Bankruptcy Code.

44. Committee Access to Information. The Debtors shall provide counsel to the Committee with copies of all information, reports and documents required to be delivered by the Debtors and/or the DIP Agent or DIP Lenders under the terms of the DIP Financing Agreement,

including any budgets to be exchanged thereunder; provided, however, that the Committee shall not be entitled to be involved in any negotiations regarding the budgets, but shall have the right to file an objection and be heard by the Court on shortened notice on any issues relating to such budgets.

45. Entry of Final Order; Effect. This Final Order shall take effect immediately upon execution, notwithstanding the possible application of Fed. R. Bankr. P. 6004(g), 7062, 9014, or otherwise, and the Clerk of the Court is hereby directed to enter this Final Order on the Court's docket in these Chapter 11 Cases.

Dated: December 12, 2011
Wilmington, Delaware



THE HONORABLE PETER J. WALSH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT “A” DIP FINANCING AGREEMENT

SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

Dated as of November 28, 2011

among

Blitz U.S.A., Inc.

LAM 2011 Holdings, LLC

Blitz Acquisition Holdings, Inc.

Blitz Acquisition, LLC

Blitz RE Holdings, LLC

and

F3 Brands LLC

(as Borrowers)

THE INSTITUTIONS FROM TIME TO TIME PARTIES HERETO AS LENDERS

**BOKF, NA d/b/a Bank of Oklahoma
as Administrative Agent**

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
ARTICLE I: DEFINITIONS	2
1.1. Certain Defined Terms	2
1.2. References; Interpretation.	17
ARTICLE II: REVOLVING LOANS	18
2.1. Revolving Loans.....	18
2.2. RESERVED	18
2.3. Interest Rate.....	18
2.4. Optional Payments; Mandatory Prepayments.	19
2.5. [RESERVED].....	20
2.6. Method of Borrowing.	20
2.7. [RESERVED].....	20
2.8. Minimum Amount of Each Revolving Loan.....	20
2.9. [RESERVED].....	20
2.10. Default Rate.	20
2.11. Method of Payment	20
2.12. Evidence of Debt.	21
2.13. Telephonic Notices.....	21
2.14. Promise to Pay; Interest and Commitment Fees; Interest Payment Dates; Interest and Fee Basis; Breakage; Taxes.	21
2.15. Notification of Revolving Loans, Interest Rates, Prepayments and Aggregate Revolving Loan Commitment Reductions	25
2.16. Lending Installations	25
2.17. Non-Receipt of Funds by the Administrative Agent.....	25
2.18. Termination Date.....	26
2.19. Super Priority Nature of Obligations and Lenders' Liens.....	26
2.20. Payment of Obligations	26
2.21. No Discharge; Survival of Claims.....	26
2.22. Release	26
2.23. Waiver of any Priming Rights.....	27
ARTICLE III: BENCHMARK REQUIREMENTS; BUDGET COMPLIANCE	27
3.1. Benchmark Requirements	27
3.2. Budget Approval Process	28
3.3. Compliance with Approved Budget	28
ARTICLE IV: CHANGE IN CIRCUMSTANCES	28
4.1. Yield Protection.....	28
4.2. Increased Costs.....	29
4.3. Lender Statements; Survival of Indemnity.....	29
ARTICLE V: CONDITIONS PRECEDENT	29
5.1. Initial Revolving Loans.....	29
5.2. Each Revolving Loan	30

ARTICLE VI: REPRESENTATIONS AND WARRANTIES	32
6.1. Organization; Corporate Powers	32
6.2. Authority; Validity; Loan Documents.....	32
6.3. No Conflict; Governmental Consents	33
6.4. Financial Statements.....	33
6.5. No Material Adverse Change	33
6.6. Taxes	33
6.7. Litigation; Loss Contingencies and Violations	33
6.8. Subsidiaries	33
6.9. [RESERVED].....	34
6.10. Accuracy of Information	34
6.11. Securities Activities.....	34
6.12. Material Agreements	34
6.13. Compliance with Laws	34
6.14. Assets and Properties.....	34
6.15. Statutory Indebtedness Restrictions	34
6.16. Labor Matters	34
6.17. Environmental Matters	35
6.18. [RESERVED].....	35
6.19. [RESERVED].....	35
6.20. Insurance	35
6.21. Benefits.....	35
6.22. No Default	36
6.23. SDN List Designation	36
6.24. Reorganization Matters	36
ARTICLE VII: COVENANTS	36
7.1. Reporting. The Borrower shall:	36
7.2. Affirmative Covenants	39
7.3. Restructuring Advisers	42
7.4. Negative Covenants.....	42
ARTICLE VIII: DEFAULTS	46
8.1. Defaults	46
ARTICLE IX: ACCELERATION, DEFAULTING LENDERS; WAIVERS, AMENDMENTS AND REMEDIES	50
9.1. Termination of Commitments; Acceleration.....	50
9.2. Preservation of Rights	51
9.3. Amendments.....	51
ARTICLE X: GENERAL PROVISIONS	51
10.1. Survival of Representations.....	51
10.2. Governmental Regulation.....	52
10.3. Performance of Obligations.....	52
10.4. Headings.....	52
10.5. Entire Agreement	52
10.6. Several Obligations; Benefits of this Agreement	52
10.7. Expenses; Indemnification	53
10.8. Numbers of Documents.....	54
10.9. Accounting	54

10.10.	Severability of Provisions	54
10.11.	Nonliability of Lenders	54
10.12.	GOVERNING LAW	55
10.13.	CONSENT TO JURISDICTION; SERVICE OF PROCESS; JURY TRIAL	55
10.14.	Contribution Rights	56
10.15.	Conflict of Terms	56
10.16.	Parties Including Trustees; Bankruptcy Court Proceedings	56
10.17.	Pre-Petition Loan Documents	57
10.18.	USA Patriot Act Notification	57
ARTICLE XI: THE ADMINISTRATIVE AGENT		57
11.1.	Appointment and Authority	57
11.2.	Rights as a Lender	57
11.3.	Exculpatory Provisions	58
11.4.	Reliance by Administrative Agent	58
11.5.	Delegation of Duties	59
11.6.	Resignation of Administrative Agent	59
11.7.	Non-Reliance on Administrative Agent and Other Lenders	59
11.8.	Administrative Agent May File Proofs of Claim	59
11.9.	Collateral and Guaranty Matters.	60
ARTICLE XII: SETOFF; RATABLE PAYMENTS		60
12.1.	Setoff	60
12.2.	Ratable Payments	60
12.3.	Application of Payments	61
12.4.	Relations Among Lenders	62
12.5.	Representations and Covenants Among Lenders	62
ARTICLE XIII: BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS		62
13.1.	Successors and Assigns	62
13.2.	Participations	63
13.3.	Assignments	64
13.4.	Confidentiality	65
13.5.	Dissemination of Information	65
13.6.	Tax Certifications	65
ARTICLE XIV: NOTICES		65
14.1.	Notices; Effectiveness; Electronic Communication	65
14.2.	Change of Address	66
ARTICLE XV: COUNTERPARTS; ELECTRONIC EXECUTION		66

EXHIBITS AND SCHEDULES

Exhibits

EXHIBIT A	--	Commitments
EXHIBIT B	--	Form of Borrowing Notice
EXHIBIT C	--	Initial Budget
EXHIBIT D	--	Form of Officer's Certificate
EXHIBIT E	--	Form of Note

Schedules

Schedule 1.1.1	--	Permitted Existing Indebtedness
Schedule 1.1.2	--	Permitted Existing Investments
Schedule 1.1.3	--	Permitted Existing Liens
Schedule 6.7	--	Litigation
Schedule 6.8	--	Subsidiaries
Schedule 14.1	--	Notice Address for the Administrative Agent

SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

This Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement dated as of November 28, 2011 is entered into among Blitz U.S.A., Inc., LAM 2011 Holdings, LLC, Blitz Acquisition Holdings, Inc., Blitz Acquisition, LLC, Blitz RE Holdings, LLC and F3 Brands LLC, each as a debtor-in-possession under Chapter 11 of the Bankruptcy Code and each, jointly and severally, as the Borrower hereunder (collectively referred to herein as the "**Borrower**" or "**Debtors**"), the institutions from time to time parties hereto as Lenders, whether by execution of this Agreement or an assignment agreement pursuant to Section 13.3, and BOKF, NA d/b/a Bank of Oklahoma, as Administrative Agent for itself and the other Lenders (in such capacity, the "**Administrative Agent**").

RECITALS

WHEREAS, on November 9, 2011 (the "**Petition Date**"), the Borrower commenced Chapter 11 Case Nos. 11-13063 through 11-13068, as administratively consolidated at Chapter 11 Case No. 11-13063 (each a "**Chapter 11 Case**" and collectively, the "**Chapter 11 Cases**") by filing separate voluntary petitions for reorganization under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. 101 *et seq.* (the "**Bankruptcy Code**"), with the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**");

WHEREAS, the Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, prior to the Petition Date, the Lenders party hereto as of the date hereof and Enterprise Bank & Trust provided financing to certain of the entities comprising the Borrower pursuant to the First Amended and Restated Credit Agreement, dated as of February 4, 2011 (as amended, modified or supplemented through the Petition Date, the "**Pre-Petition Credit Agreement**"), among Blitz Acquisition, LLC, F3 Products, Inc., Blitz U.S.A., Inc., and Blitz Re Holdings, LLC, as borrowers, Blitz Acquisition Holdings, Inc., as guarantor, LAM 2011 Holdings, LLC, as parent, the Lenders party thereto (collectively, the "**Pre-Petition Lenders**"), and BOKF, NA d/b/a Bank of Oklahoma, as Administrative Agent ("**Pre-Petition Agent**");

WHEREAS, the Borrower has requested that Lenders provide a senior secured, super-priority revolving loan facility to Borrower of up to FIVE MILLION DOLLARS (\$5,000,000) in the aggregate to fund the working capital requirements of the Borrower during the pendency of the Chapter 11 Cases, to be used in accordance with a Budget approved by the Lenders;

WHEREAS, Lenders are willing to make certain post-Petition Date loans and other extensions of credit to Borrower of up to such amount upon the terms and conditions set forth herein; and

WHEREAS, Borrower has agreed to secure the Obligations by granting to Administrative Agent, for the benefit of the Administrative Agent and Lenders, a security interest in and lien upon all of the Debtors' existing and after-acquired personal and real property of any kind and nature (other than any avoidance actions of the Debtors under Chapter 5 of the Bankruptcy Code (the "**Avoidance Actions**"), but including the proceeds of Avoidance Actions to the extent that the "Carve-Out" (as defined in the Final Order (defined herein) is utilized) (collectively, the "**Collateral**");

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I: DEFINITIONS

1.1. Certain Defined Terms. The following terms used in this Agreement shall have the following meanings, applicable both to the singular and the plural forms of the terms defined.

As used in this Agreement:

"Accounting Changes" is defined in Section 10.9.

"Acquisition" means any transaction, or any series of related transactions, consummated on or after the date of this Agreement, by which the Borrower or any of its Subsidiaries (other than transactions involving solely the Borrower and its Subsidiaries) (i) acquires any going business or all or substantially all of the assets of any firm, corporation or division thereof, whether through purchase of assets, merger or otherwise or (ii) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the securities of a corporation which have ordinary voting power for the election of directors (other than securities having such power only by reason of the happening of a contingency) or a majority (by percentage of voting power) of the outstanding Equity Interests of another Person.

"Administrative Agent" means BOKF, NA d/b/a Bank of Oklahoma in its capacity as contractual representative for itself and the Lenders pursuant to Article XI and any successor Administrative Agent appointed pursuant to Article XI.

"Administrative Agent Professionals" means all professionals retained to represent the Administrative Agent in connection with the Chapter 11 Cases.

"Administrative Agent's Professional Fee Cap" is defined in the definition of the term Budget.

"Affiliate" of any Person means any other Person directly or indirectly controlling, controlled by or under common control with such Person. A Person shall be deemed to control another Person if the controlling Person is the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act) of greater than or equal to ten percent (10%) or more of any class of voting securities (or other voting interests) of the controlled Person or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of Capital Stock, by contract or otherwise.

"Aggregate Revolving Loan Commitment" means, the aggregate of the Revolving Loan Commitments of all the Lenders, as may be reduced from time to time pursuant to the terms hereof. The Aggregate Revolving Loan Commitment is equal to five million dollars (\$5,000,000).

"Agreement" means this Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement, as it may be amended, restated or otherwise modified and in effect from time to time.

"Applicable Rate" means, for any day, a fluctuating rate of interest per annum equal to the sum of (i) LIBOR on such day plus (ii) 8.00% plus (iii) if a Default has occurred and is continuing 2.00% (but subject to Section 2.10).

"Approved Budget" means the Initial Budget, and thereafter the Budget as approved in accordance with Section 3.2.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Asset Sale" means, with respect to the Borrower or any Subsidiary, the sale, lease, conveyance, disposition or other transfer by such Person of any of its assets (including by way of a Sale and Leaseback Transaction, and including the sale or other transfer of any of the Equity Interests of any Subsidiary of such Person) to any Person other than the Borrower or any Wholly-Owned Subsidiary other than (i) the sale of Inventory in the ordinary course of business and (ii) transfers consisting of Liens permitted under Section 7.3(C) and Investments permitted under Section 7.3(D).

"Authorized Officer" means, with respect to the Borrower, any of the President, Chief Executive Officer, Chief Financial Officer, Treasurer or Vice President of the Borrower, acting singly.

"Bankruptcy Code" shall have the meaning assigned to it in the recitals to this Agreement.

"Bankruptcy Court" shall have the meaning assigned to it in the recitals to this Agreement.

"Bankruptcy Rules" shall mean the Federal Rules of Bankruptcy Procedure, as the same may from time to time be in effect and applicable to the Chapter 11 Case.

"Benchmark Requirements" is defined in Section 3.1.

"Borrower" is defined in the introductory paragraph of this Agreement.

"Borrowing Date" means a date on which a Revolving Loan is made hereunder.

"Borrowing Notice" means an irrevocable notice in substantially the form of Exhibit B hereto and which must designate the amount requested to be borrowed and the Interest Period.

"Budget" means, (i) during the Initial Budget Period, the Initial Budget and (ii) after the Initial Budget Period, the replacement budget delivered pursuant to Section 7.1(M). For the avoidance of doubt, absent written consent of the Lenders, no Approved Budget shall provide for professional fees associated with the Chapter 11 Cases to exceed, on a line item basis: (a) for the Debtors' Professionals, an amount of \$450,000 per month on a roll-forward / roll-backward monthly basis (the "Debtors' Professional Fee Cap"); (b) for the Committee's Professionals, an amount of \$50,000 per month on a roll-forward / roll-backward basis (the "Committee's Professional Fee Cap") and (c) for the Administrative Agent's Professionals, an amount of \$50,000 per month on a roll-forward / roll-backward basis (the "Administrative Agent's Professional Fee Cap"). The "Professional Fee Cap" shall include amounts in the Debtors' Professional Fee Cap, the Committee's Professional Fee Cap and the Administrative Agent's Professional Fee Cap, but in no event shall the line item amounts budgeted on any Approved Budget for the Debtors' Professionals, or for the Committees' Professionals or for the Administrative Agent's Professionals, be used to pay the fees or expenses of any professional other than the professionals allocated to such line item on the Approved Budget. The Professional Fee Cap shall not include fees and expenses incurred for employment of a broker, investment banker or auctioneer in connection with the efforts to sell F3 Brands LLC, Reliance Products Holdings, Inc. and the Excess Equipment, all of which shall be paid from the proceeds of the sale of such entities or equipment.

"Budget Compliance" is defined in Section 3.3.

"Budget Variance Report Date" is defined in Section 7.1(K).

"Business Day" means a day other than a Saturday or Sunday on which banks are open for the transaction of business in the State of Delaware.

"Capital Expenditures" means, without duplication, any expenditures for any purchase or other acquisition of any asset which would be classified as a fixed or capital asset on a consolidated balance sheet of the Borrower and its Subsidiaries prepared in accordance with GAAP.

"Capital Stock" means (i) in the case of a corporation, corporate stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, (iii) in the case of a limited liability company, membership interests, (iv) in the case of a partnership, partnership interests (whether general or limited) and (v) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person; provided, however, that "Capital Stock" shall not include any debt securities convertible into equity securities prior to such conversion.

"Cash Equivalents" means (i) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within one year from the date of acquisition thereof; (ii) investments in commercial paper maturing within 270 days from the date of acquisition thereof and, at such date of acquisition, rated A-1 or better by S&P or P-1 or better by Moody's; (iii) investments in certificates of deposit, banker's acceptances and time deposits maturing within 180 days from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any commercial bank organized under the laws of the United States of America or any State thereof which has a combined capital and surplus and undivided profits of not less than \$500,000,000; (iv) fully collateralized repurchase agreements with a term of not more than 30 days for securities described in clause (i) above or rated A-1, AAA or better by S&P or P-1, Aaa or better by Moody's and entered into with a financial institution satisfying the criteria described in clause (iii) above; (v) shares of money market, mutual or similar funds having assets in excess of \$100,000,000 and rated AAA by S&P or Aaa by Moody's, (vi) auction rate securities including municipal securities and preferred stock with holding periods not to exceed 270 days and rated AAA by S&P or Aaa by Moody's and (vii) in the case of any Foreign Subsidiary (in addition to the items permitted by the foregoing clauses (i) through (vi)) any of the following: (a) marketable direct obligations issued by, or unconditionally guaranteed by, the sovereign nation in which such Foreign Subsidiary is organized and is conducting business or issued by any agency of such sovereign nation and backed by the full faith and credit of such sovereign nation, in each case maturing within one year from the date of acquisition, so long as the indebtedness of such sovereign nation is rated at least A by S&P or A2 by Moody's or carries an equivalent rating from a comparable foreign rating agency if available and (b) investments of the type and maturity described in clauses (iii) through (vi) above of foreign obligors, which investments or obligors have ratings described in such clauses or equivalent ratings from comparable foreign rating agencies if available.

"Cash Flow Variance Report Date" is defined in Section 7.1(K).

"Change of Control" means an event or series of events after the Closing Date by which except as permitted by this Agreement, the Borrower consolidates with or merges into another Person or conveys, transfers or leases all or substantially all of its property to any Person in one or a series of transactions, or any Person consolidates with or merges into the Borrower, in either event pursuant to a transaction in which the outstanding Capital Stock of the Borrower is reclassified or changed into or exchanged for cash, securities or other property, except as permitted pursuant to Section 7.3(I).

"Change in Law" means, the adoption or taking effect of, or any change in, any Law, or any change in the interpretation, administration or application of any Law by any Governmental Authority, central bank or comparable agency charged with the interpretation, administration or application thereof, or compliance by any Lender with any request, guideline or directive (whether or not having the force of law) of any such authority, central bank or comparable agency occurring after the Closing Date, provided, however, that notwithstanding anything herein to the contrary, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law" regardless of the date enacted, adopted or issued.

"Chapter 11 Case" and **"Chapter 11 Cases"** shall have the respective meanings assigned to them in the recitals to the Agreement.

"Closing Date" means December 9, 2011.

"Code" means the Internal Revenue Code of 1986, as amended, reformed or otherwise modified from time to time.

"Collateral" has the meaning set forth in the recitals to this Agreement.

"Commission" means the Securities and Exchange Commission of the United States of America and any Person succeeding to the functions thereof.

"Commitment Termination Date" means the earliest of (a) 30 days after the entry of the Interim DIP Order only if a Final Order has not been entered on or prior to such date; (b) the Scheduled Commitment Termination Date; (c) a termination under Section 3.2 for failure to obtain an Approved Budget; and (d) the occurrence of the "Effective Date" of the Plan.

"Committee Professionals" means the professionals retained to represent the Committees in these Chapter 11 Cases.

"Committee's Professional Fee Cap" is defined in the definition of the term Budget.

"Committees" shall mean collectively, the official committee of unsecured creditors and any other statutory committee formed, appointed, or approved in any Chapter 11 Case and each of such Committees shall be referred to herein as a Committee.

"Contaminant" means any pollutant, hazardous substance, toxic substance, hazardous waste, special waste, petroleum or petroleum-derived substance, asbestos, polychlorinated biphenyls ("**PCBs**"), mold or microbial matter, or any constituent of any such substance, and includes but is not limited to these terms as defined in Environmental, Health or Safety Requirements of Law.

"Contingent Obligation" as applied to any Person, means any Contractual Obligation, contingent or otherwise, of that Person with respect to any Indebtedness of another or other obligation or liability of another, including, without limitation, any such Indebtedness, obligation or liability of another directly or indirectly guaranteed, endorsed (otherwise than for collection or deposit in the ordinary course of business), co-made or discounted or sold with recourse by that Person, or in respect of which that Person is otherwise directly or indirectly liable, including Contractual Obligations (contingent or otherwise) arising through any agreement to purchase, repurchase, or otherwise acquire such

Indebtedness, obligation or liability or any security therefore, or to provide funds for the payment or discharge thereof (whether in the form of loans, advances, stock purchases, capital contributions or otherwise), or to maintain solvency, assets, level of income, or other financial condition, or to make payment other than for value received.

"Contractual Obligation", as applied to any Person, means any provision of any equity or debt securities issued by that Person or any indenture, mortgage, deed of trust, security agreement, pledge agreement, guaranty, contract, undertaking, agreement or instrument, in any case in writing, to which that Person is a party or by which it or any of its properties is bound, or to which it or any of its properties is subject.

"Controlled Group" means the group consisting of (i) any corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as the Borrower; (ii) a partnership or other trade or business (whether or not incorporated) which is under common control (within the meaning of Section 414(c) of the Code) with the Borrower; and (iii) a member of the same affiliated service group (within the meaning of Section 414(m) of the Code) as the Borrower, any corporation described in clause (i) above or any partnership or trade or business described in clause (ii) above.

"Customary Permitted Liens" means:

(i) Liens (other than Environmental Liens and Liens in favor of the IRS or the PBGC) with respect to the payment of taxes, assessments or governmental charges in all cases which are not yet due and payable or (if foreclosure, distraint, sale or other similar proceedings shall not have been commenced or any such proceeding after being commenced is stayed) which are being contested in good faith by appropriate proceedings properly instituted and diligently conducted and with respect to which adequate reserves or other appropriate provisions are being maintained, which reserves and provisions shall be maintained in accordance with GAAP as in effect from time to time, if and to the extent that GAAP so require;

(ii) statutory Liens of landlords and Liens of suppliers, mechanics, carriers, materialmen, warehousemen or workmen and other similar Liens imposed by law created in the ordinary course of business for amounts not yet due or which are being contested in good faith by appropriate proceedings properly instituted and diligently conducted and with respect to which adequate reserves or other appropriate provisions are being maintained, which reserves and provisions shall be maintained in accordance with GAAP as may be in effect from time to time, if and to the extent that GAAP so require;

(iii) Liens (other than Environmental Liens and Liens in favor of the IRS or the PBGC) incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance or other types of social security benefits or to secure the performance of bids, tenders, sales, contracts (other than for the repayment of borrowed money), surety, appeal and performance bonds; provided that all Liens securing bonds to stay judgments or in connection with appeals do not secure at any time an aggregate amount exceeding \$200,000;

(iv) Liens arising with respect to zoning restrictions, easements, encroachments, licenses, reservations, covenants, rights-of-way, utility easements, building restrictions and other similar charges, restrictions or encumbrances on the use of real property which do not in any case materially detract from the value of the property subject thereto or materially interfere with the ordinary use or occupancy of the real property or with the ordinary conduct of the business of the Borrower or any of its Subsidiaries;

(v) Liens of attachment or judgment with respect to judgments, writs or warrants of attachment, or similar process against the Borrower or any of its Subsidiaries which do not constitute a Default under Section 8.1;

(vi) any interest or title of the lessor in the property subject to any operating lease entered into by the Borrower or any of its Subsidiaries in the ordinary course of business; and

(vii) lien on accounts receivable from Autozone for the benefit of Citibank.

"Debtor" has the meaning assigned in the recitals to the Agreement.

"Debtors' Professionals" the professionals retained to represent the Debtors in these Chapter 11 Cases.

"Debtor's Professional Fee Cap" is defined in the definition of Budget.

"Default" means an event described in Article VIII.

"DOL" means the United States Department of Labor and any Person succeeding to the functions thereof.

"Dollar" and **"\$"** means dollars in the lawful currency of the United States of America.

"Domestic Subsidiary" means a Subsidiary of the Borrower organized under the laws of a jurisdiction located in the United States of America, which Subsidiary is not directly or indirectly a Subsidiary of a Foreign Subsidiary.

"Environmental, Health or Safety Requirements of Law" means all Requirements of Law derived from or relating to foreign, federal, state and local laws or regulations or common law theories relating to or addressing pollution or protection of the environment, or protection of worker health or safety, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq., and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., in each case including any amendments thereto, any successor statutes, and any regulations or guidance promulgated thereunder, and any state or local equivalent thereof.

"Environmental Lien" means a lien in favor of any Governmental Authority for (a) any liability under Environmental, Health or Safety Requirements of Law, or (b) damages arising from, or costs incurred by such Governmental Authority in response to, a Release or threatened Release of a Contaminant into the environment.

"Environmental Property Transfer Act" means any applicable requirement of law that conditions, restricts, prohibits or requires any notification or disclosure triggered by the closure of any property or the transfer, sale or lease of any property or deed or title for any property for environmental reasons.

"Equipment" means all of the Borrower's and each Subsidiary's present and future (i) equipment, including, without limitation, machinery, manufacturing, distribution, selling, data processing and office equipment, assembly systems, tools, molds, dies, fixtures, appliances, furniture, furnishings, vehicles, vessels, aircraft, aircraft engines, and trade fixtures, (ii) other tangible personal property (other than Inventory), and (iii) any and all accessions, parts and appurtenances attached to any

of the foregoing or used in connection therewith, and any substitutions therefor and replacements, products and proceeds thereof.

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time including (unless the context otherwise requires) any rules or regulations promulgated thereunder.

"Event of Loss" means, with respect to any Property any of the following: (i) any loss, destruction or damage of such Property or (ii) any condemnation, seizure, or taking, by exercise of the power of eminent domain or otherwise, of such Property, or confiscation of such Property or the requisition of the use of such Property by any Governmental Authority in each case in excess of \$200,000.00.

"Excess Equipment" is defined in Section 3.1(H).

"Exemption Certificate" is defined in Section 2.14(E)(vi).

"Federal Funds Rate" means, for any day, the rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate (rounded upward, if necessary, to a whole multiple of 1/100 of 1%) charged to BofA on such day on such transactions as determined by the Administrative Agent.

"Financing" means, with respect to any Person, the issuance or sale by such Person of any Equity Interests of such Person or any Indebtedness (other than Indebtedness permitted under subsections (i) through (v) of Section 7.3(A)) of such Person (including without limitation debt securities which may convert into securities representing Equity Interests of such Person) pursuant to a registered offering, private placement or otherwise; provided, however, that the foregoing shall not permit the incurrence by the Borrower or any Subsidiary of any Indebtedness if such Indebtedness is not otherwise permitted under this Agreement.

"Final Order" means, collectively, the order of the Bankruptcy Court entered in the Chapter 11 Case after a final hearing under Bankruptcy Rule 4001(c)(2) or such other procedures as approved by the Bankruptcy Court which order shall be reasonably satisfactory in form and substance to the Administrative Agent, together with all extensions, modifications and amendments thereto, in form and substance reasonably satisfactory to the Administrative Agent, which, among other matters but not by way of limitation, authorizes the Debtors to obtain credit, incur (or guaranty) Indebtedness, and grant Liens under this Agreement and the other Loan Documents, as the case may be, and provides for the super priority of the Administrative Agent's and the Lenders' Liens and claims.

"Foreign Subsidiary" means a Subsidiary of the Borrower which is not organized under the laws of a jurisdiction located in the United States of America.

"Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"GAAP" means generally accepted accounting principles as in effect in the United States of America.

"Governmental Authority" means any nation or government, any federal, state, local or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative authority or functions of or pertaining to government, including any authority or other quasi-governmental entity established to perform any of such functions.

"Hedging Agreements" is defined in Section 7.4(L).

"Hedging Obligations" of a Person means any and all obligations of such Person, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor), under (i) any and all agreements, devices or arrangements designed to protect at least one of the parties thereto from the fluctuations of interest rates, commodity prices, exchange rates or forward rates applicable to such party's assets, liabilities or exchange transactions, including, but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency or interest rate options, puts and warrants or any similar derivative transactions (**"Hedging Arrangements"**), and (ii) any and all cancellations, buy backs, reversals, terminations or assignments of any of the foregoing.

"Holders of Obligations" means the holders of the Obligations from time to time and shall include (i) each Lender in respect of its Revolving Loans, (ii) the Administrative Agent and the Lenders in respect of all other present and future obligations and liabilities of the Borrower or any of its Subsidiaries of every type and description arising under or in connection with this Agreement or any other Loan Document, (iii) each Indemnitee in respect of the obligations and liabilities of the Borrower or any of its Subsidiaries to such Person hereunder or under the other Loan Documents, and (iv) their respective successors, transferees and assigns, as permitted (in the case of a Lender) pursuant to the terms hereof.

"Indebtedness" of a Person means, without duplication, such Person's (i) obligations for borrowed money, including, without limitation, subordinated indebtedness and all other notes and debentures, (ii) obligations representing the deferred purchase price of property or services (other than accounts payable arising in the ordinary course of such person's business payable and other than earn-outs or other similar forms of contingent purchase prices), (iii) obligations, whether or not assumed, secured by Liens on or payable out of the proceeds or production from Property or assets now or hereafter owned or acquired by such Person, (iv) obligations which are evidenced by notes, acceptances, or other instruments, (v) obligations in respect of capitalized leases, (vi) Contingent Obligations with respect to the Indebtedness of other Persons, (vii) obligations with respect to standby letters of credit, bankers acceptances or similar instruments (other than commercial letters of credit) in respect of drafts which may be presented or have been presented and have not yet been paid and are not included in clause (i) above, (viii) off-balance sheet liabilities, (ix) net mark-to-market exposure under hedging transactions and (x) any other obligation for borrowed money or other indebtedness which in accordance with GAAP would be shown as a liability on the consolidated balance sheet of such Person. The amount of Indebtedness of any Person at any date shall be without duplication (a) the outstanding balance at such date of all unconditional obligations as described above and the maximum liability of any such Contingent Obligations at such date and (b) in the case of Indebtedness of others secured by a Lien to which the property or assets owned or held by such Person is subject, the lesser of the fair market value at such date

of any asset subject to a Lien securing the Indebtedness of others and the amount of the Indebtedness secured.

"Indemnified Matters" is defined in Section 10.7(B).

"Indemnitees" is defined in Section 10.7(B).

"Initial Budget" means the Budget in respect of the Initial Budget Period, attached hereto as Exhibit C, and which shall expire at the end of the Initial Budget Period.

"Initial Budget Period" means the eight (8) week period commencing on the Petition Date and ending on December 31, 2011.

"Intercompany Indebtedness" is defined in Section 10.14.

"Interim Order" means, collectively, the order of the Bankruptcy Court entered on November 10, 2011 in the Chapter 11 Cases titled "Interim Order Under 11 U.S.C. §§ 105(A), 361, 363, And 364 And Fed. R. Bankr. P. 2002, 4001 And 9014 (i) Authorizing Debtors To Incur Post-Petition Secured Indebtedness, (ii) Granting Security Interests And Superpriority Claims, (iii) Approving Use Of Cash Collateral, And (iv) Scheduling Final Hearing," together with all extension, modifications, and amendments thereto.

"Interest Period" means, as to any LIBOR Loan, the period commencing on the date such Loan is borrowed or continued as, or converted into, a LIBOR Loan and ending on the date one (1), two (2), three (3) months) thereafter, as selected by Borrower; provided, that: (a) if any Interest Period would otherwise end on a day that is not a Business Day, such Interest Period shall be extended to the following Business Day; (b) any Interest Period that begins on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period shall end on the last Business Day of the calendar month at the end of such Interest Period; (c) Borrower may not select any Interest Period for a Revolving Loan which would extend beyond the Commitment Expiry Date; and (d) Borrower may not select any Interest Period for a Term Loan if, after giving effect to such selection, the aggregate principal amount of such Term Loan having Interest Periods ending after any date on which an installment of such Term Loan is scheduled to be repaid would exceed the aggregate principal amount of such Term Loan scheduled to be outstanding after giving effect to such repayment.

"Inventory" shall mean any and all goods, including, without limitation, goods in transit, wheresoever located, whether now owned or hereafter acquired by the Borrower or any of its Subsidiaries, which are held for sale or lease, furnished under any contract of service or held as raw materials, work in process or supplies, and all materials used or consumed in the business of the Borrower or any of its Subsidiaries, and shall include all right, title and interest of the Borrower or any of its Subsidiaries in any property the sale or other disposition of which has given rise to receivables and which has been returned to or repossessed or stopped in transit by the Borrower or any of its Subsidiaries.

"Investment" means, with respect to any Person, (i) any purchase or other acquisition by that Person of any Indebtedness, Equity Interests or other securities, or of a beneficial interest in any Indebtedness, Equity Interests or other securities, issued by any other Person, (ii) any purchase by that Person of all or substantially all of the assets of a business (whether of a division, branch, unit operation, or otherwise) conducted by another Person, and (iii) any loan, advance (other than deposits with financial institutions available for withdrawal on demand, prepaid expenses, accounts receivable, advances to employees and independent sales consultants and similar items made or incurred in the ordinary course of business on terms customary in trade) or capital contribution by that Person to any other Person, including

all Indebtedness to such Person arising from a sale of property by such Person other than in the ordinary course of its business.

"IRS" means the Internal Revenue Service and any Person succeeding to the functions thereof.

"Lenders" means the lending institutions listed on the signature pages of this Agreement, including each of their respective successors and assigns.

"Lending Installation" means, with respect to a Lender or the Administrative Agent, any office, branch, subsidiary or affiliate of such Lender or the Administrative Agent.

"LIBOR" means, with respect to any Revolving Loan for any Interest Period, a rate (rounded upwards, if necessary, to the nearest 1/100 of 1%) equal to (i) the rate of interest which is identified and normally published by Bloomberg Professional Service Page BBAM 1 as the offered rate for loans in United States dollars for the applicable Interest Period under the caption British Bankers Association LIBOR Rates as of 11:00 a.m. (London time), on the second full Business Day next preceding the first day of such Interest Period (unless such date is not a Business Day, in which event the next succeeding Business Day will be used); divided by (ii) the sum of one minus the daily average during such Interest Period of the aggregate maximum reserve requirement (expressed as a decimal) then imposed under Regulation D of the Board of Governors of the Federal Reserve System (or any successor thereto) for "Eurocurrency Liabilities" (as defined therein). If Bloomberg Professional Service no longer reports the LIBOR or Lender determines in good faith that the rate so reported no longer accurately reflects the rate available to Lender in the London Interbank Market or if such index no longer exists or if Page BBAM 1 no longer exists or accurately reflects the rate available to Lender in the London Interbank Market, Lender may select a replacement index or replacement page, as the case may be.

"Lien" means any lien (statutory or other), mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance or preference, priority or security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, the interest of a vendor or lessor under any conditional sale, Capitalized Lease or other title retention agreement).

"Loan Account" is defined in Section 2.12(A).

"Loan Documents" means this Agreement, any promissory notes executed pursuant to Section 2.12(D) and all other documents, instruments, notes and agreements executed by any Obligor in connection therewith or contemplated thereby, including the Interim Order and the Final Order, as the same may be amended, restated or otherwise modified and in effect from time to time.

"Margin Stock" shall have the meaning ascribed to such term in Regulation U.

"Material Adverse Effect" means a material adverse effect, other than effects customarily resulting from events leading up to and following the commencement of a proceeding under Chapter 11 of the Bankruptcy Code and the commencement of the Chapter 11 cases (including, without limitation, those reflected in the financial projections heretofore made available to the Administrative Agent), upon (a) the business, condition (financial or otherwise), operations, performance, properties or prospects of the Borrower or any Subsidiary Guarantor, (b) the collective ability of the Borrower or any of its Subsidiaries to perform their respective obligations under the Loan Documents in any material respect, or (c) the ability of the Lenders or the Administrative Agent to enforce in any material respect the Obligations.

"Material Indebtedness" means any individual class of Indebtedness (other than Indebtedness hereunder) which has an aggregate outstanding principal amount in excess of \$250,000.

"Moody's" means Moody's Investors Service, Inc., together with its successors and assigns.

"Net Cash Proceeds" means, (1) with respect to any Asset Sale by any Person, (a) cash or Cash Equivalents (freely convertible into Dollars) received by such Person or any Subsidiary of such Person from such Asset Sale (including cash received as consideration for the assumption or incurrence of liabilities incurred in connection with or in anticipation of such Asset Sale), after (i) provision for all income or other taxes measured by or resulting from such Asset Sale, (ii) payment of all brokerage commissions and other fees and expenses and commissions related to such Asset Sale, (iii) repayment of Indebtedness (and any premium or penalty thereon) secured by a Lien on any asset disposed of in such Asset Sale or which is or may be required (by the express terms of the instrument governing such Indebtedness or by applicable law) to be repaid in connection with such Asset Sale (including payments made to obtain or avoid the need for the consent of any holder of such Indebtedness), (iv) repayment of any intercompany advances (with such repayment being Net Cash Proceeds received from the sale by the recipient of such repayment, and payable as Net Cash Proceeds from such recipient as if the seller under the relevant Asset Sale); (v) any amounts due to employees including any amounts under any incentive compensation plans; and (vi) deduction of appropriate amounts to be provided by such Person or a Subsidiary of such Person as a reserve, in accordance with GAAP, against any liabilities associated with the assets sold or disposed of in such Asset Sale and retained by such Person or a Subsidiary of such Person after such Asset Sale, including, without limitation, pension and other post-employment benefit liabilities and liabilities related to environmental matters or against any indemnification obligations associated with the assets sold or disposed of in such Asset Sale; and (b) cash or Cash Equivalents payments in respect of any other consideration received by such Person or any Subsidiary of such Person from such Asset Sale upon receipt of such cash or Cash Equivalent payments by such Person or such Subsidiary, (2) with respect to an Event of Loss of a Person, cash and Cash Equivalents received by or for such Person's account, net of (i) reasonable direct costs incurred in connection with such Event of Loss and reasonable reserves associated therewith in accordance with GAAP and (ii) amounts required to repay principal of, premium if any, and interest on any Indebtedness or statutory or other obligations secured by any Lien on the property (or portion thereof) so damaged or taken (other than the Obligations) which is required to be and is repaid in connection with such Event of Loss and (3) with respect to a Financing, cash or Cash Equivalents (freely convertible into Dollars) received by such Person or any Subsidiary of such Person from such Financing, after payment of all brokerage commissions and other fees and expenses and commissions related to such Financing.

"Non-U.S. Lender" is defined in Section 2.14(E)(vi).

"Obligations" means all Revolving Loans, advances, debts, liabilities, obligations, covenants and duties owing by the Borrower to the Administrative Agent, any Lender, any Affiliate of the Administrative Agent or any Lender or any Indemnitee, of any kind or nature, present or future, arising under this Agreement or any other Loan Document, whether or not evidenced by any note, guaranty or other instrument, whether or not for the payment of money, whether arising by reason of an extension of credit, loan, foreign exchange risk, guaranty, indemnification, or in any other manner, whether direct or indirect (including those acquired by assignment), absolute or contingent, due or to become due, now existing or hereafter arising and however acquired. The term includes, without limitation, all interest, charges, expenses, fees, reasonable attorneys' fees and disbursements and paralegals' fees (in each case whether or not allowed), and any other sum chargeable to the Borrower or any of its Subsidiaries under this Agreement or any other Loan Document.

"Obligor" means each Borrower, jointly and severally.

"Other Taxes" is defined in Section 2.14(E)(ii).

"Participants" is defined in Section 13.2(A).

"Payment Date" means the first Business Day of each calendar month and the Termination Date.

"PBGC" means the Pension Benefit Guaranty Corporation, or any successor thereto.

"Permitted Existing Indebtedness" means the Indebtedness of the Borrower and its Subsidiaries identified as such on Schedule 1.1.1 to this Agreement.

"Permitted Existing Investments" means the Investments of the Borrower and its Subsidiaries identified as such on Schedule 1.1.2 to this Agreement.

"Permitted Existing Liens" means the Liens on assets of the Borrower and its Subsidiaries identified as such on Schedule 1.1.3 to this Agreement.

"Person" means any individual, corporation, firm, enterprise, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company or other entity of any kind, or any government or political subdivision or any agency, department or instrumentality thereof.

"Petition Date" shall have the meaning assigned to it in the recitals to this Agreement.

"Plan" means an employee benefit plan defined in Section 3(3) of ERISA in respect of which the Borrower or any member of the Controlled Group is, or within the immediately preceding six (6) years was, an "employer" as defined in Section 3(5) of ERISA.

"Plan of Reorganization" means a plan of reorganization of the Debtors confirmed by final order, non-appealable order of the Bankruptcy Court, such order not being subject to any stay or appeal.

"Post-Petition" means the time period beginning immediately after the filing of the Chapter 11 Cases.

"Post-Petition Indebtedness" means any or all Indebtedness of the Borrower and its Subsidiaries incurred after the filing of the Chapter 11 Cases.

"Pre-Petition" means the time period ending immediately prior to the filing of the Chapter 11 Cases.

"Pre-Petition Agent" shall have the meaning assigned to it in the recitals to this Agreement.

"Pre-Petition Collateral" is defined in Section 7.3(J).

"Pre-Petition Credit Agreement" shall have the meaning assigned to it in the recitals to this Agreement.

"Pre-Petition Indebtedness" means all Indebtedness of any of the Debtors outstanding on the Petition Date immediately prior to the filing of the Chapter 11 Cases other than Indebtedness under the Pre-Petition Credit Agreement.

"Pre-Petition Lenders" shall have the meaning assigned to it in the recitals to this Agreement.

“**Pre-Petition Loan Documents**” shall have the meaning assigned to the term “Loan Documents” in the Pre-Petition Credit Agreement.

“**Pre-Petition Obligations**” means all obligations of the Borrower or any other Debtor and any of their Subsidiaries to the Pre-Petition Lenders pursuant to the Pre-Petition Credit Agreement, and all instruments and documents executed pursuant thereto or in connection therewith.

“**Prime Rate**” means the rate of interest in effect for such day as publicly announced from time to time by BOKF, NA as its “prime rate.” The “prime rate” is a rate set by BOKF, NA based upon various factors including BOKF, NA’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by BOKF, NA shall take effect at the opening of business on the day specified in the public announcement of such change.

“**Professional Fee Cap**” is defined in the definition of the term Budget.

“**Professional Fee Reserve**” means, as of the date of any determination, collectively the following:

(A) For the fees and expenses of the Debtors’ Professionals, the aggregate amount of (a) accrued, but unpaid fees and expenses of the Debtors’ Professionals not to exceed \$450,000.00 per month on a roll-forward /roll-backward monthly basis that accrued post-petition and (b) accrued but unpaid fees and expenses incurred or to be incurred by the Debtors Professionals after a Default not to exceed \$450,000.00 (the “**Debtors’ Restructuring Fees**”);

plus

(B) For the fees and expenses of the Committee’s Professionals the aggregate amount of (a) accrued, but unpaid fees and expenses of the Committee’s Professionals not to exceed \$50,000.00 per month on a roll-forward / roll-backward monthly basis that accrued post-petition and (b) accrued but unpaid fees and expenses incurred by the Committee’s Professionals after a Default not to exceed \$50,000.00 (the “**Committee’s Restructuring Fees**”);

plus

(C) For the fees and expenses of the Administrative Agent’s Professionals, the aggregate amount of (a) accrued, but unpaid fees and expenses of the Administrative Agent’s Professionals not to exceed \$50,000.00 per month on a roll-forward / roll-backward monthly basis that accrued post-petition and (b), accrued but unpaid fees and expenses incurred by the Administrative Agent’s Professionals after a Default not to exceed \$50,000.00 (the “**Administrative Agent Restructuring Fees**”).

The Professional Fee Reserve may be reduced in an amount equal to any fees and expenses of the Debtors’ Professionals, the Committee’s Professionals and/or the Administrative Agent’s Professionals which are ultimately disallowed by the Bankruptcy Court.

“**Property**” of a Person means any and all property, whether real, personal, tangible, intangible, or mixed, of such Person, or other assets owned, leased or operated by such Person

“**Purchasers**” is defined in Section 13.3(A).

“**Register**” is defined in Section 13.3(D).

"Regulation T" means Regulation T of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor or other regulation or official interpretation of said Board of Governors relating to the extension of credit by and to brokers and dealers of securities for the purpose of purchasing or carrying margin stock (as defined therein).

"Regulation U" means Regulation U of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor or other regulation or official interpretation of said Board of Governors relating to the extension of credit by banks, non-banks and non-broker lenders for the purpose of purchasing or carrying Margin Stock applicable to member banks of the Federal Reserve System.

"Regulation X" means Regulation X of the Board of Governors of the Federal Reserve System as from time to time in effect and any successor or other regulation or official interpretation of said Board of Governors relating to the extension of credit by foreign lenders for the purpose of purchasing or carrying margin stock (as defined therein).

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees and advisors of such Person and of such Person's Affiliates.

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment of Contaminants, including the movement of Contaminants through or in the air, soil, surface water or groundwater.

"Released Parties" is defined in Section 2.22.

"Required Lenders" means all Lenders; provided, however, that, if any of the Lenders shall have failed to fund its Revolving Loan Pro Rata Share of any Revolving Loan requested by the Borrower, and any such failure has not been cured, then for so long as such failure continues, **"Required Lenders"** means all Lenders excluding all Lenders whose failure to fund their respective Revolving Loan Pro Rata Shares of such Revolving Loans has not been so cured; provided further, however, that, if the Revolving Loan Commitments have been terminated pursuant to the terms of this Agreement, **"Required Lenders"** means all Lenders (without regard to such Lenders' performance of their respective obligations hereunder).

"Requirements of Law" means, as to any Person, the articles and regulations or other organizational or governing documents of such Person, and any law, rule or regulation, or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject including, without limitation, the Securities Act, the Securities Exchange Act, Regulations T, U and X, ERISA, the Fair Labor Standards Act, the Worker Adjustment and Retraining Notification Act, Americans with Disabilities Act of 1990, and any certificate of occupancy, zoning ordinance, building, environmental or land use requirement or permit or environmental, labor, employment, occupational safety or health law, rule or regulation, including Environmental, Health or Safety Requirements of Law.

"Restricted Payment" means (i) any dividend or other distribution, direct or indirect, on account of any Equity Interests of the Borrower now or hereafter outstanding, except a dividend payable solely in the Borrower's Capital Stock or in options, warrants or other rights to purchase such Capital Stock, (ii) any redemption, retirement, purchase or other acquisition for value, direct or indirect, of any Equity Interests of the Borrower or any of its Subsidiaries now or hereafter outstanding, other than in exchange for, or out of the proceeds of, the substantially concurrent sale (other than to a Subsidiary of the

Borrower) of other Equity Interests of the Borrower; (iii) any redemption, purchase, retirement, defeasance, prepayment or other acquisition for value, direct or indirect, of any Indebtedness subordinated to the Obligations, and (iv) any payment of a claim for the rescission of the purchase or sale of, or for material damages arising from the purchase or sale of, any Indebtedness (other than the Obligations) or any Equity Interests of the Borrower, or any of its Subsidiaries, or of a claim for reimbursement, indemnification or contribution arising out of or related to any such claim for damages or rescission.

"Revolving Credit Availability" means, at any particular time, the lesser of the amount by which (x) the Aggregate Revolving Loan Commitment at such time exceeds (y) the sum of (A) the Revolving Credit Obligations outstanding at such time and (B) the Professional Fee Reserve at such time.

"Revolving Credit Obligations" means, at any particular time, the outstanding principal amount of the Revolving Loans at such time.

"Revolving Loan" is defined in Section 2.1(A).

"Revolving Loan Commitment" means, for each Lender, the obligation of such Lender to make Revolving Loans in an aggregate amount not exceeding the amount set forth on Exhibit A to this Agreement opposite its name thereon under the heading "Revolving Loan Commitment" or the signature page of the assignment agreement by which it became a Lender, as such amount may be modified from time to time pursuant to the terms of this Agreement or to give effect to any applicable assignment agreement.

"Revolving Loan Pro Rata Share" means, with respect to any Lender, the percentage obtained by dividing (x) such Lender's Revolving Loan Commitment at such time (as adjusted from time to time in accordance with the provisions of this Agreement) by (y) the Aggregate Revolving Loan Commitment at such time; provided, however, if all of the Revolving Loan Commitments are terminated pursuant to the terms of this Agreement, then "Revolving Loan Pro Rata Share" means the percentage obtained by dividing (x) such Lender's Revolving Loans by (y) the aggregate outstanding amount of all Revolving Loans.

"Risk-Based Capital Guidelines" is defined in Section 4.2.

"Sale and Leaseback Transaction" means any sale or other transfer of Property by any Person with the intent to lease such Property as lessee.

"S&P" means Standard and Poor's Ratings Group, a division of The McGraw-Hill Companies, together with its successors and assigns.

"Scheduled Commitment Termination Date" means June 30, 2012, or such later date as may be agreed upon in writing among the Borrower, the Administrative Agent and the Lenders.

"Securities Act" means the Securities Act of 1933, as amended from time to time.

"Securities Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time.

"Subordinated Indebtedness" of a Person means any Indebtedness of such Person the payment of which is subordinated to payment of the Obligations to the written satisfaction, in the case of such Indebtedness, of the Administrative Agent and the Required Lenders.

"Subsidiary" of a Person means (i) any corporation more than fifty percent (50%) of the outstanding securities having ordinary voting power of which shall at the time be owned or controlled, directly or indirectly, by such Person or by one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries, or (ii) any partnership, limited liability company, association, joint venture, unlimited liability company or similar business organization more than fifty percent (50%) of the ownership interests having ordinary voting power of which shall at the time be so owned or controlled. Unless otherwise expressly provided, all references herein to a "Subsidiary" means a Subsidiary of the Borrower.

"Taxes" is defined in Section 2.14(E)(i).

"Termination Date" means the earlier of (a) the Commitment Termination Date, and (b) the date of termination of the Revolving Loan Commitments pursuant to Section 9.1.

"Transferee" is defined in Section 13.5.

"Unmatured Default" means an event which, but for the lapse of time or the giving of notice, or both, would constitute a Default.

"Weekly Cash Flow Forecast" is defined in Section 5.1(I).

"Wholly-Owned Subsidiary" of a Person means (i) any Subsidiary all of the outstanding voting securities of which shall at the time be owned or controlled, directly or indirectly, by such Person or one or more Wholly-Owned Subsidiaries of such Person, or by such Person and one or more Wholly-Owned Subsidiaries of such Person, or (ii) any partnership, limited liability company, association, joint venture, unlimited liability company or similar business organization 100% of the ownership interests having ordinary voting power of which shall at the time be so owned or controlled. A Foreign Subsidiary which has issued, solely to comply with applicable law, directors' qualifying or other qualifying shares to a party other than another Subsidiary shall, nevertheless, to the extent otherwise eligible pursuant to this definition, be considered a Wholly-Owned Subsidiary for purposes of this Agreement.

1.2. References; Interpretation.

(A) Any references to Subsidiaries of the Borrower set forth herein with respect to representations and warranties which deal with historical matters shall be deemed to include the Borrower and its Subsidiaries and shall not in any way be construed as consent by the Administrative Agent or any Lender to the establishment, maintenance or acquisition of any Subsidiary, except as may otherwise be permitted hereunder.

(B) The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms. Any accounting terms used in this Agreement which are not specifically defined herein shall have the meanings customarily given them in accordance with GAAP in existence as of the date hereof.

ARTICLE II: REVOLVING LOANS

2.1. Revolving Loans.

(A) Revolving Loans. Upon the satisfaction of the conditions precedent set forth in Sections 5.1, and 5.2, from and including the Closing Date and prior to the Termination Date, each Lender severally and not jointly agrees, on the terms and conditions set forth in this Agreement, to make revolving loans to the Borrower from time to time, in United States Dollars, in an amount not to exceed such Lender's Revolving Loan Pro Rata Share of Revolving Credit Availability at such time (each individually, a "Revolving Loan" and, collectively, the "Revolving Loans"); provided, however, at no time shall the amount of the Revolving Credit Obligations exceed the Aggregate Revolving Loan Commitment. Subject to the terms of this Agreement, the Borrower may borrow, repay and reborrow Revolving Loans at any time prior to the Termination Date. On the Termination Date, the Borrower shall repay in full in cash the outstanding principal balance of the Revolving Loans. Each Revolving Loan under this Section 2.1 shall consist of Revolving Loans made by each Lender ratably in proportion to such Lender's respective Revolving Loan Pro Rata Share. Notwithstanding anything herein to the contrary, no Lender shall be required to make Revolving Loans hereunder in an amount that would cause the amount of all Revolving Loans made by such Lender to exceed such Lender's Revolving Loan Commitment.

(B) Borrowing Notice. The Borrower shall deliver to the Administrative Agent a Borrowing Notice not later than 11:00 a.m. (Central Standard Time) on or before any proposed Borrowing Date. The Administrative Agent shall promptly notify each Lender of such request.

(C) Making of Revolving Loans. Promptly after receipt of the Borrowing Notice in respect of Revolving Loans, the Administrative Agent shall notify each Lender in writing (including electronic transmission, facsimile transmission or similar writing), of the requested Revolving Loan. Each Lender shall make available its Revolving Loan in accordance with the terms of Section 2.6. The Administrative Agent will promptly make the funds so received from the Lenders available to the Borrower at the Administrative Agent's office in Tulsa, Oklahoma on the applicable Borrowing Date and shall disburse such proceeds in accordance with the Borrower's disbursement instructions set forth in such Borrowing Notice. The failure of any Lender to deposit the amount described above with the Administrative Agent on the applicable Borrowing Date shall not relieve any other Lender of its obligations hereunder to make its Revolving Loan on such Borrowing Date.

2.2. RESERVED.

2.3. Interest Rate. The Revolving Loans shall accrue interest at the Applicable Rate. Interest on all Revolving Loans and on all fees shall be calculated on the basis of a 360-day year for the actual number of days elapsed. The date of funding of a Revolving Loan shall be included in the calculation of interest. The date of payment of a Revolving Loan shall be excluded from the calculation of interest. Interest on all Revolving Loans is payable in arrears on the last day of each month and on the maturity of such Loans, whether by acceleration or otherwise. If any payment of principal of or interest on a Revolving Loan or any payment of any other Obligations shall become due on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day and, in the case of a principal payment, such extension of time shall be included in computing interest, fees and commissions in connection with such payment.

2.4. Optional Payments; Mandatory Prepayments.

(A) Optional Payments. The Borrower may from time to time and at any time by written notice on or before 2:00 p.m. (Central Standard Time) on the proposed date of repayment or prepayment, repay or prepay, without penalty or premium all or any part of outstanding Revolving Loans.

(B) Mandatory Prepayments of Revolving Loans.

(i) If at any time and for any reason: the amount of the Revolving Credit Obligations are greater than the Aggregate Revolving Loan Commitment minus the Professional Fee Reserve at such time, the Borrower shall in each such case immediately make a mandatory prepayment of the applicable Revolving Loans in an amount equal to each such excess.

(ii) Upon the consummation of any Asset Sale or Financing by the Borrower or any of its Subsidiaries or the Borrower or any Subsidiary suffering an Event of Loss, within five (5) Business Days after the Borrower's or such Subsidiary's receipt of any Net Cash Proceeds in excess of \$50,000 in the aggregate for all Asset Sales, Financings or Events of Loss after the Closing Date, the Borrower shall in each case make a mandatory prepayment of the Obligations in an amount equal to one hundred percent (100%) of such Net Cash Proceeds, Processing Deposits or other such proceeds or such proceeds converted from non-cash to cash or Cash Equivalents, as applicable. Notwithstanding the foregoing, insurance proceeds received from an Event of Loss used to restore or replace affected properties shall not be required to be paid as a mandatory prepayment of the Obligations.

(iii) Nothing in this Section 2.4(B) shall be construed to constitute the Lenders' consent to any transaction referred to in clause (ii) above which is not expressly permitted by the terms of this Agreement.

(iv) Each prepayment made pursuant to clause (ii) above may, at the option of the Lenders, be applied to either (A) the Obligations in accordance with clause (v) below, or (B) to the Pre-Petition Indebtedness in accordance with the Pre-Petition Loan Documents.

(v) If the Lenders choose to apply a prepayment made pursuant to clause (ii) above to the Obligations, that such prepayment shall be applied as follows:

(a) first, to pay all reasonable out-of-pocket costs and expenses of the Administrative Agent incurred in connection with the collection and enforcement of the Obligations or of the security interests granted to the Administrative Agent;

(b) second, to pay interest on and then principal of any portion of the Revolving Loans which the Administrative Agent may have advanced on behalf of any Lender for which the Administrative Agent has not then been reimbursed by such Lender or the Borrower;

(c) third, to pay interest on and then principal of any advance made under Section 10.3 for which the Administrative Agent has not then been paid by the Borrower or reimbursed by the Lenders;

(d) fourth, to pay Obligations in respect of any fees, expenses, reimbursements or indemnities then due to the Administrative Agent (other than as covered by clause (a) above);

(e) fourth, to pay Obligations in respect of any fees, expenses, reimbursements or indemnities then due to the Lenders;

(f) sixth, to pay interest due in respect of Revolving Loans;

(g) seventh, to the ratable payment or prepayment of principal outstanding on Revolving Loans;

(h) eighth, to the ratable payment of all other Obligations; and

(i) ninth, to the Pre-Petition Obligations (including providing to the Pre-Petition Agent cash collateral (i) equal to 100% of the face amount of any undrawn letter of credit, and (ii) in an amount that is sufficient, in the reasonable judgment of the Pre-Petition Agent (but subject to review by the Bankruptcy Court), to satisfy professional fees and expenses anticipated to be incurred by the Pre-Petition Agent pending the final allowance and indefeasible payment of the Pre-Petition Obligations) in accordance with the payment application provisions set forth in the Pre-Petition Credit Agreement.

2.5. [RESERVED].

2.6. Method of Borrowing. Not later than 12:00 p.m. (Central Standard Time) on each Borrowing Date, each Lender shall make available its Revolving Loan in immediately available funds to the Administrative Agent at its address specified pursuant to Article XIV.

2.7. [RESERVED].

2.8. Minimum Amount of Each Revolving Loan. Each Revolving Loan shall be in the minimum amount of \$100,000 and in multiples of \$50,000 if in excess thereof, provided, however, that any Revolving Loan may be in the amount of the unused Revolving Credit Availability.

2.9. [RESERVED].

2.10. Default Rate. After the occurrence and during the continuance of a Default, at the option of the Administrative Agent or at the direction of the Required Lenders, but without any notice to any Person or motion or application to, hearing before, or order from the Bankruptcy Court, the interest rate applicable to the Obligations shall be increased by 2.0% per annum as contemplated by clause (iii) of the definition of "Applicable Rate."

2.11. Method of Payment. All payments of principal, interest, fees and commissions hereunder shall be made, without setoff, deduction or counterclaim (unless indicated otherwise in Section 2.14(E)), in immediately available funds to the Administrative Agent at the Administrative Agent's address specified pursuant to Article XIV by 2:00 p.m. (Central Standard Time) on the date when due and shall be applied by the Administrative Agent ratably among the Lenders (unless such amount is not to be shared ratably in accordance with the terms hereof). Each payment delivered to the Administrative Agent for the account of any Lender shall be delivered promptly by the Administrative Agent to such Lender at its address specified pursuant to Article XIV. Following a Default and during the continuance thereof, the Borrower authorizes the Administrative Agent to charge the account of the Borrower maintained with Administrative Agent or any of its Affiliates, to the extent of available funds thereunder, for each payment of principal, interest, fees and commissions as it becomes due hereunder.

2.12. Evidence of Debt.

(A) Loan Account. Each Lender shall maintain in accordance with its usual practice an account or accounts (a "Loan Account") evidencing the indebtedness of the Borrower owing to such Lender from time to time hereunder, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(B) Register. The Register maintained by the Administrative Agent pursuant to Section 13.3(C) shall include a control account, and a subsidiary account for each Lender, in which accounts (taken together) shall be recorded (i) the date and the amount of each Revolving Loan made hereunder, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder, (iii) the effective date and amount of each assignment agreement delivered to and accepted by it and the parties thereto pursuant to Section 13.3, (iv) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof, and (v) all other appropriate debits and credits as provided in this Agreement, including, without limitation, all fees, charges, expenses and interest.

(C) Entries in Loan Account and Register. The entries made in the Loan Account, the Register and the other accounts maintained pursuant to subsections (A) or (B) of this Section shall be conclusive and binding for all purposes, absent manifest error, unless the Borrower objects to information contained in the Loan Accounts, the Register or the other accounts within forty-five (45) days of the Borrower's receipt of such information; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Revolving Loans in accordance with the terms of this Agreement.

(D) Notes Upon Request. Any Lender may request that the Revolving Loans made by it each be evidenced by a promissory note in substantially the form of Exhibit E to evidence such Lender's Revolving Loans. In such event, the Borrower shall prepare, execute and deliver to such Lender such a promissory note for such Revolving Loans payable to the order of such Lender. Thereafter, the Revolving Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 13.3) be represented by one or more promissory notes in such form payable to the order of the payee named therein, except to the extent that any such Lender subsequently returns any such note for cancellation and requests that such Revolving Loans once again be evidenced as described above.

2.13. Telephonic Notices. The Borrower authorizes the Lenders and the Administrative Agent to extend Revolving Loans and to transfer funds based on telephonic notices made by any person or persons the Administrative Agent or any Lender in good faith believes to be an Authorized Officer acting on behalf of the Borrower. The Borrower agrees to deliver promptly to the Administrative Agent a written confirmation, signed by an Authorized Officer, if such confirmation is requested by the Administrative Agent or any Lender, of each telephonic notice. If the written confirmation differs in any material respect from the action taken by the Administrative Agent and the Lenders, the records of the Administrative Agent and the Lenders shall govern absent manifest error. In case of disagreement concerning such notices, if the Administrative Agent has recorded telephonic borrowing notices, such recordings will be made available to the Borrower upon the Borrower's request therefor.

2.14. Promise to Pay; Interest and Commitment Fees; Interest Payment Dates; Interest and Fee Basis; Breakage; Taxes.

(A) Promise to Pay. Without limiting the provisions of Section 2.4 hereof, the Borrower unconditionally promises to pay when due the principal amount of each Revolving Loan

incurred by it and all other Obligations incurred by it pursuant to the Loan Documents to which it is a party, and to pay all unpaid interest accrued thereon, in accordance with the terms of this Agreement and the other Loan Documents.

(B) Interest Payment Dates. Interest accrued on each Revolving Loan shall be payable on each Payment Date, commencing with the first such date to occur after the date hereof, upon any prepayment whether by acceleration or otherwise, and at maturity (whether by acceleration or otherwise). Interest accrued on the principal balance of all other Obligations shall be payable in arrears (i) on each Payment Date, commencing on the first such Payment Date following the incurrence of such Obligation, (ii) upon repayment thereof in full or in part, and (iii) if not theretofore paid in full, at the time such other Obligation becomes due and payable (whether by acceleration or otherwise).

(C) Fees.

(i) The Borrower shall pay to the Administrative Agent, for the account of the Lenders in proportion to their Revolving Loan Pro Rata Shares, from and after the date of this Agreement until the date on which the Aggregate Revolving Loan Commitment shall be terminated in whole, a commitment fee accruing at the rate of LIBOR plus 1% on the daily unused amount of the Aggregate Revolving Loan Commitment in effect. All such commitment fees payable under this clause (C)(i) shall be payable monthly in arrears on each Payment Date occurring after the date of this Agreement, and, in addition, on the Termination Date.

(ii) Upfront Fees. On the date of the first draw, Borrower shall pay to Administrative Agent, for the account of the Lenders in proportion to their Revolving Loan Pro Rata Shares, a one-time closing fee of \$75,000. The upfront fees described in the preceding sentence shall be fully earned on the date paid and are nonrefundable for any reason whatsoever.

(D) LIBOR Breakage Fee. Upon (i) any default by Borrower, or (ii) any payment of a Revolving Loan on any day that is not the last day of the Interest Period applicable thereto (regardless of the source of such prepayment and whether voluntary, by acceleration or otherwise), Borrower shall promptly pay Lenders an amount equal to the amount of any losses, expenses and liabilities (including, without limitation, any loss (including interest paid) in connection with the re-employment of such funds) that Lenders may sustain as a result of such default or such payment. For purposes of calculating amounts payable to a Lender under this paragraph, each Lender shall be deemed to have actually funded the relevant Revolving Loan through the purchase of a deposit bearing interest at LIBOR plus the Applicable Rate in an amount equal to the amount of that Revolving Loan and having a maturity and repricing characteristics comparable to the relevant Interest Period; provided, however, that Lenders may fund each of its Revolving Loans in any manner it sees fit, and the foregoing assumption shall be utilized only for the calculation of amounts payable under this subsection.

(E) Taxes.

(i) Any and all payments by the Borrower hereunder (whether in respect of principal, interest, fees or otherwise) shall be made free and clear of and without deduction for any and all present or future taxes, levies, imposts, deductions, charges or withholdings or any interest, penalties or liabilities with respect thereto imposed by any Governmental Authority including those arising after the date hereof as a result of the adoption of or any change in any law, treaty, rule, regulation, guideline or determination of a Governmental Authority or any change in the interpretation or application thereof by a Governmental Authority but excluding, in the case of each Lender and the Administrative Agent, such taxes (including income taxes, franchise taxes and branch profit taxes) as are imposed on or measured by such Lender's or the

Administrative Agent's, as the case may be, net income or similar taxes imposed by the United States of America or any Governmental Authority of the jurisdiction under the laws of which such Lender or the Administrative Agent, as the case may be, is organized or maintains a Lending Installation (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings, and liabilities applicable to this Agreement, the other Loan Documents, the Commitments, the Revolving Loans being hereinafter referred to as "Taxes"). If the Borrower or the Administrative Agent shall be required by law to deduct or withhold any Taxes from or in respect of any sum payable hereunder or under the other Loan Documents to any Lender or the Administrative Agent, (i) the sum payable shall be increased as may be necessary so that after making all required deductions or withholdings (including deductions or withholdings applicable to additional sums payable under this Section 2.14(E)) such Lender or the Administrative Agent (as the case may be) receives an amount equal to the sum it would have received had no such deductions or withholdings been made, (ii) the Borrower shall make such deductions or withholdings, and (iii) the Borrower shall pay the full amount deducted or withheld to the relevant taxation authority or other authority in accordance with applicable law. If any Tax, including, without limitation, any withholding tax, of the United States of America or any other Governmental Authority shall be or become applicable (y) after the date of this Agreement, to such payments by the Borrower made to the Lending Installation or any other office that a Lender may claim as its Lending Installation, or (z) after such Lender's selection and designation of any other Lending Installation, to such payments made to such other Lending Installation, such Lender shall use reasonable efforts to make, fund and maintain its Loans through another Lending Installation of such Lender in another jurisdiction so as to reduce the Borrower's liability hereunder, if the making, funding or maintenance of such Loans through such other Lending Installation of such Lender does not, in the reasonable judgment of such Lender, otherwise adversely and materially affect such Loans, or obligations under the Commitments of such Lender.

(ii) In addition, the Borrower agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges, or similar levies which arise from any payment made hereunder, or from the execution, delivery or registration of, or otherwise with respect to, this Agreement, the other Loan Documents, the Commitments or the Revolving Loans (hereinafter referred to as "Other Taxes").

(iii) The Borrower hereby agrees to indemnify each Lender and the Administrative Agent for the full amount of Taxes and Other Taxes (including, without limitation, any Taxes or Other Taxes imposed by any Governmental Authority on amounts payable under this Section 2.14(E)) paid by such Lender or the Administrative Agent (as the case may be) and any liability (including penalties, interest, and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted. This indemnification shall be made within thirty (30) days after the date such Lender or the Administrative Agent (as the case may be) makes written demand therefor. A certificate as to any additional amount payable to any Lender or the Administrative Agent under this Section 2.14(E) submitted to the Borrower and the Administrative Agent (if a Lender is so submitting) by such Lender or the Administrative Agent shall show in detail the amount payable and the calculations used to determine such amount. With respect to such deduction or withholding for or on account of any Taxes and to confirm that all such Taxes have been paid to the appropriate Governmental Authorities, the Borrower shall promptly (and in any event not later than thirty (30) days after receipt) furnish to each Lender and the Administrative Agent such certificates, receipts and other documents as may be reasonably required to establish any tax credit to which such Lender or the Administrative Agent may be entitled.

(iv) Within thirty (30) days after the date of any payment of Taxes or Other Taxes by the Borrower, the Borrower shall furnish to the Administrative Agent the original or a certified copy of a receipt evidencing payment thereof.

(v) Without prejudice to the survival of any other agreement of the Borrower hereunder, the agreements and obligations of the Borrower contained in this Section 2.14(E) shall survive the payment in full of all Obligations hereunder and the termination of this Agreement.

(vi) Each Lender that is not created or organized under the laws of the United States of America or a political subdivision thereof (each a "**Non-U.S. Lender**") shall deliver to the Borrower and the Administrative Agent on or before the Closing Date, or, if later, the date on which such Lender becomes a Lender pursuant to Section 13.3 hereof (and from time to time thereafter upon the request of the Borrower or the Administrative Agent, but only for so long as such Non-U.S. Lender is legally entitled to do so), either (1) two (2) duly completed copies of either (A) IRS Form W-8BEN, or (B) IRS Form W-8ECI, or in either case an applicable successor form; or (2) in the case of a Non-U.S. Lender that is not legally entitled to deliver the forms listed in clause (vi)(1), a certificate of a duly authorized officer of such Non-U.S. Lender to the effect that such Non-U.S. Lender is not (A) a "bank" within the meaning of Section 881(c)(3)(A) of the Code, (B) a "10 percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code, or (C) a controlled foreign corporation receiving interest from a related person within the meaning of Section 881(c)(3)(C) of the Code (such certificate, an "**Exemption Certificate**"). Each such Lender further agrees to deliver to the Borrower and the Administrative Agent from time to time a true and accurate certificate executed in duplicate by a duly authorized officer of such Lender in a form satisfactory to the Borrower and the Administrative Agent, before or promptly upon the occurrence of any event requiring a change in the most recent certificate previously delivered by it to the Borrower and the Administrative Agent pursuant to this Section 2.14(E)(vi). Further, each Lender which delivers a form or certificate pursuant to this clause (vi) covenants and agrees to deliver to the Borrower and the Administrative Agent within fifteen (15) days prior to the expiration of such form, for so long as this Agreement is still in effect, another such certificate and/or two (2) accurate and complete original newly-signed copies of the applicable form (or any successor form or forms required under the Code or the applicable regulations promulgated thereunder).

Each Lender that is not a Non-U.S. Lender (other than any such Lender which is taxed as a corporation for U.S. federal income tax purposes) shall provide two properly completed and duly executed copies of IRS Form W-9 (or any successor or other applicable form) to the Borrower and the Administrative Agent certifying that such Lender is exempt from United States backup withholding tax. To the extent that a form provided pursuant to this Section 2.14(E) is rendered obsolete or inaccurate in any material respect as a result of change in circumstances with respect to the status of a Lender, such Lender shall, to the extent permitted by applicable law, deliver to the Borrower and the Administrative Agent revised forms necessary to confirm or establish the entitlement to such Lender's exemption from United States backup withholding tax.

Each Lender shall promptly furnish to the Borrower and the Administrative Agent such additional documents as may be reasonably required by the Borrower or the Administrative Agent to establish any exemption from or reduction of any Taxes or Other Taxes required to be deducted or withheld and which may be obtained without undue expense to such Lender. Notwithstanding any other provision of this Section 2.14(E), the Borrower shall not be obligated to gross up any payments to any Lender pursuant to Section 2.14(E)(i), or to indemnify any Lender pursuant to Section 2.14(E)(iii), in respect of United States federal withholding taxes to the extent imposed as a result of (x) the failure of such Lender to deliver to the Borrower the form

or forms and/or an Exemption Certificate, as applicable to such Lender, pursuant to Section 2.14(E)(vi), (y) such form or forms and/or Exemption Certificate not establishing a complete exemption from U.S. federal withholding tax or the information or certifications made therein by the Lender being untrue or inaccurate on the date delivered in any material respect, or (z) the Lender designating a successor Lending Installation at which it maintains its Loans which has the effect of causing such Lender to become obligated for tax payments in excess of those in effect immediately prior to such designation; provided, however, that the Borrower shall be obligated to gross up any payments to any such Lender pursuant to Section 2.14(E)(i), and to indemnify any such Lender pursuant to Section 2.14(E)(iii), in respect of United States federal withholding taxes if (1) any such failure to deliver a form or forms or an Exemption Certificate or the failure of such form or forms or exemption certificate to establish a complete exemption from U.S. federal withholding tax or inaccuracy or untruth contained therein resulted from a change in any applicable statute, treaty, regulation or other applicable law or any interpretation of any of the foregoing occurring after the date such Lender became a party hereto, which change rendered such Lender no longer legally entitled to deliver such form or forms or Exemption Certificate or otherwise ineligible for a complete exemption from U.S. federal withholding tax, or rendered the information or the certifications made in such form or forms or Exemption Certificate untrue or inaccurate in any material respect, (2) the redesignation of the Lender's Lending Installation was made at the written request of the Borrower or (iii) the obligation to gross up payments to any such Lender pursuant to Section 2.14(E)(i), or to indemnify any such Lender pursuant to Section 2.14(E)(iii), is with respect to a Purchaser that becomes a Purchaser as a result of an assignment made at the written request of the Borrower.

(vii) Upon the request, and at the expense of the Borrower, each Lender to which the Borrower is required to pay any additional amount pursuant to this Section 2.14(E), shall reasonably afford the Borrower the opportunity to contest, and shall reasonably cooperate with the Borrower in contesting, the imposition of any Tax giving rise to such payment; provided, that (i) such Lender shall not be required to afford the Borrower the opportunity to so contest unless the Borrower shall have confirmed in writing to such Lender its obligation to pay such amounts pursuant to this Agreement; and (ii) the Borrower shall reimburse such Lender for its reasonable attorneys' and accountants' fees and disbursements incurred in so cooperating with the Borrower in contesting the imposition of such Tax; provided, however, that notwithstanding the foregoing, no Lender shall be required to afford the Borrower the opportunity to contest, or cooperate with the Borrower in contesting, the imposition of any Taxes, if such Lender in good faith determines that to do so would have a material adverse effect on it.

2.15. Notification of Revolving Loans, Interest Rates, Prepayments and Aggregate Revolving Loan Commitment Reductions. Promptly after receipt thereof, the Administrative Agent will notify each Lender of the contents of each Aggregate Revolving Loan Commitment reduction notice, Borrowing Notice, and repayment notice received by it hereunder.

2.16. Lending Installations. Subject to Section 2.14(E), each Lender may book its Loans at any Lending Installation selected by such Lender and may change its Lending Installation from time to time. All terms of this Agreement shall apply to any such Lending Installation. Each Lender may, by written or facsimile notice to the Administrative Agent and the Borrower, designate a Lending Installation through which Loans will be made by it.

2.17. Non-Receipt of Funds by the Administrative Agent. Unless the Borrower or a Lender, as the case may be, notifies the Administrative Agent prior to the date on which it is scheduled to make payment to the Administrative Agent of (i) in the case of a Lender, the proceeds of a Revolving Loan or (ii) in the case of the Borrower, a payment of principal, interest or fees to the Administrative Agent for

the account of the Lenders, that it does not intend to make such payment, the Administrative Agent may assume that such payment has been made. The Administrative Agent may, but shall not be obligated to, make the amount of such payment available to the intended recipient in reliance upon such assumption. If such Lender or the Borrower, as the case may be, has not in fact made such payment to the Administrative Agent, the recipient of such payment shall, on demand by the Administrative Agent, repay to the Administrative Agent the amount so made available together with interest thereon in respect of each day during the period commencing on the date such amount was so made available by the Administrative Agent until the date the Administrative Agent recovers such amount at a rate per annum equal to (i) in the case of payment by a Lender, the Federal Funds Effective Rate for such day or (ii) in the case of payment by the Borrower, the interest rate applicable to the relevant Revolving Loan.

2.18. Termination Date. This Agreement shall be effective until the Termination Date. Notwithstanding the termination of this Agreement, the Borrowers obligations under this Agreement shall remain in full force and effect until (A) all of the Obligations (other than contingent indemnity obligations) shall have been fully and indefeasibly paid and satisfied in cash and (B) all financing arrangements among the Borrower and the Lenders pursuant to the Loan Documents shall have been terminated.

2.19. Super Priority Nature of Obligations and Lenders' Liens. The priority of Lenders' Liens on the Collateral shall be set forth in the Interim and the Final Order.

2.20. Payment of Obligations. Upon the maturity (whether by acceleration or otherwise) of any of the Obligations under this Agreement or any of the other Loan Documents, Lenders shall be entitled to immediate payment in cash of such Obligations without further application to or order of the Bankruptcy Court.

2.21. No Discharge; Survival of Claims. Borrower agrees that (a) the Obligations hereunder shall not be discharged by the entry of an order confirming a plan of reorganization in any Chapter 11 Case (and Borrower pursuant to Section 1141(d)(4) of the Bankruptcy Code, hereby waives any such discharge) and (b) the superpriority administrative claim granted to the Administrative Agent and Lenders pursuant to the Interim Order and Final Order and the Liens granted to the Administrative Agent pursuant to the Interim Order and Final Order and described in this Agreement shall not be affected in any manner by the entry of an order confirming a plan of reorganization in any Chapter 11 Case.

2.22. Release. The Borrower hereby acknowledges effective upon entry of the Final Order, that neither the Borrower nor any of its Subsidiaries have any defense, counterclaim, offset, recoupment, cross-complaint, claim or demand of any kind or nature whatsoever that can be asserted to reduce or eliminate all of any part of the Borrower's or its Subsidiaries' liability to repay the Administrative Agent or any Lender as provided in this Agreement or to seek affirmative relief or damages of any kind or nature from the Administrative Agent or any Lender. Borrower, on behalf of its bankruptcy estates, and on behalf of all their successors, assigns, Subsidiaries and any Affiliates and any Person acting for and on behalf of, or claiming through them, (collectively, the "Releasing Parties"), hereby fully, finally and forever release and discharge the Administrative Agent and Lenders and all of the Administrative Agent's and Lenders' past and present officers, directors, servants, agents, attorneys, assigns, heirs, parents, subsidiaries, Enterprise Bank & Trust (and each of its Affiliates) and each Person acting for or on behalf of any of them (collectively, the "Released Parties") of and from any and all past, present and future actions, causes of action, demands, suits, claims, liabilities, Liens, lawsuits, adverse consequences, amounts paid in settlement, costs, damages, debts, deficiencies, diminution in value, disbursements, expenses, losses and other obligations of any kind or nature whatsoever, whether in law, equity or otherwise (including, without limitation, those arising under Sections 541 through 550 of the Bankruptcy Code and interest or other carrying costs, penalties, legal, accounting and other professional fees and

expenses, and incidental, consequential and punitive damages payable to third parties), whether known or unknown, fixed or contingent, direct, indirect, or derivative, asserted or unasserted, foreseen or unforeseen, suspected or unsuspected, now existing, heretofore existing or which may heretofore accrue against any of the Released Parties, whether held in a personal or representative capacity, and which are based on any act, fact, event or omission or other matter, cause or thing occurring at or from any time prior to and including the date hereof in any way, directly or indirectly arising out of, connected with or relating to this Agreement, the Interim Order, the Final Order and the transactions contemplated hereby, and all other agreements, certificates, instruments and other documents and statements (whether written or oral) related to any of the foregoing.

2.23. Waiver of any Priming Rights. Upon the Closing Date, and on behalf of itself and its estates, and for so long as any Obligations shall be outstanding, Borrower hereby irrevocably waives any right, pursuant to Sections 364(c) or 364(d) of the Bankruptcy Code or otherwise, to grant any Lien of equal or greater priority than the Liens securing the Obligations, or to approve a claim of equal or greater priority than the Obligations.

ARTICLE III: BENCHMARK REQUIREMENTS; BUDGET COMPLIANCE

3.1. Benchmark Requirements. The Debtors shall have accomplished each of the following tasks by the dates set forth below (the "Benchmark Requirements"):

(A) Debtors shall have identified a stalking horse bidder, and have entered into a stalking horse asset purchase agreement for the sale of F3 Brands LLC on terms acceptable to the Administrative Agent and Lenders (including that all sale proceeds will be paid to Administrative Agent for the benefit of Lenders and/or Pre-Petition Agent for the benefit of Pre-Petition Lenders) on or before January 16, 2012.

(B) Debtors shall have filed a motion to approve the sale of F3 Brands LLC on terms acceptable to the Administrative Agent and Lenders on or about January 18, 2012.

(C) A sale of F3 Brands LLC on terms acceptable to Administrative Agent and Lenders shall have occurred on or before March 16, 2012 and approved by the Court.

(D) A sales broker acceptable to Administrative Agent and Lenders shall have been engaged on terms acceptable to Administrative Agent and Lenders to sell Reliance Products Holdings, Inc. on or before December 16, 2011.

(E) A prospectus shall have been prepared and circulated broadly (as determined by the sales broker) to potential buyers of Reliance Products Holdings, Inc. on or before January 16, 2012.

(F) A sale of Reliance Products Holdings, Inc. on terms acceptable to the Administrative Agent and Lenders (including that all sale proceeds will be paid to Administrative Agent for the benefit of Lenders and/or Pre-Petition Agent for the benefit of Pre-Petition Lenders) on or before May 31, 2012.

(G) On or before December 15, 2011, Debtors shall have formulated and presented to Administrative Agent and Lenders, for review by the Administrative Agent and Lenders, a business plan for the period January 1, 2012 through June 30, 2012 (the "Business Plan") which will address, among other things, (i) a plan to reverse negative cash flow and net income, (ii) milestones for resolution of the Chapter 11 Cases (including filing the Plan of Reorganization and outline thereof); and (iii) addressing

product liability concerns post-reorganization (including any insurance needs). The Business Plan will address employee incentive compensation for accomplishing all Benchmark Requirements.

(H) On or before November 30, 2011, Debtors will identify any excess equipment and other assets ("Excess Equipment") to be sold and present a plan for such sale, such plan to be acceptable to Administrative Agent and Lenders (including that all sale proceeds will be paid to Administrative Agent for the benefit of Lenders and/or Pre-Petition Agent for the benefit of Pre-Petition Lenders).

(I) All Excess Equipment shall have been liquidated on or before February 28, 2012.

3.2. Budget Approval Process. The Budget (to be submitted in compliance with Section 7.1(M)) shall not be an Approved Budget until all Lenders have approved the Budget in writing. Lenders shall promptly review the Budget and indicate their approval or initial disapproval within seven days after the Budget is received. Lenders approval shall not be unreasonably withheld. If a Lender shall fail to indicate its approval or disapproval within such seven day period, the Budget shall be deemed approved by such Lender. If a Lender indicates initial disapproval, concurrently with such disapproval such Lender shall set forth in writing its reasons therefore. If the Budget is not approved by all Lenders prior to the expiration of the Initial Budget or the then existing Approved Budget, Lenders shall have no commitment to make any Revolving Loans until a Budget (or revised version thereof) becomes an Approved Budget. If a Budget (or revised version thereof) is not approved within 15 days from the expiration of the previous Budget, then such event shall be deemed the Commitment Termination Date.

3.3. Compliance with Approved Budget. The Debtors shall, absent consent of the Lenders otherwise, comply with the Approved Budget in respect of each of the following requirements ("Budget Compliance"):

(A) the Debtors' aggregate cumulative (over any consecutive 4 week period) revenue for any period commencing after January 1, 2012, as compared to such amounts as set forth in the Approved Budget for such period, shall not have a negative variance exceeding 10%; and

(B) the Debtors' expenses (over any consecutive 4 week period), for any period, for both any individual line item or on an aggregate cumulative basis over all line items, as compared to such amounts as set forth in the Approved Budget for such period, shall not have a positive variance exceeding 10%. Notwithstanding the foregoing, in no event shall the fees and expenses paid to the Debtors' Professionals, the Committee's Professionals and the Administrative Agent's Professionals exceed the line item budget amounts, on a roll-forward / roll-backward monthly basis, allocated for such professionals in the Approved Budget.

ARTICLE IV: CHANGE IN CIRCUMSTANCES

4.1. Yield Protection. If any law or any governmental or quasi-governmental rule, regulation, policy, guideline or directive (whether or not having the force of law) adopted after the date the relevant Lender became a party to this Agreement and having general applicability to all banks within the jurisdiction in which such Lender operates (excluding, for the avoidance of doubt, the effect of and phasing in of capital requirements or other regulations or guidelines passed prior to the date of this Agreement), or any interpretation or application thereof by any Governmental Authority charged with the interpretation or application thereof, or the compliance of any Lender therewith,

(A) subjects any Lender to any tax, duty, charge or withholding on or from payments due from the Borrower (excluding taxation of the overall net income of any Lender or taxation of a

similar basis, which are governed by Section 2.14(E)), or changes the basis of taxation of payments to any Lender in respect of its Commitments, Revolving Loans or other amounts due it hereunder, or

(B) imposes or increases or deems applicable any reserve, assessment, insurance charge, special deposit or similar requirement against assets of, deposits with or for the account of, or credit extended by, any Lender with respect to its Commitments, or

(C) imposes any other condition the result of which is to increase the cost to any Lender of making, funding or maintaining its Revolving Loan Commitment, or requires any Lender to make any payment calculated by reference to the amount of its Commitments or interest received by it, by an amount deemed material by such Lender;

and the result of any of the foregoing is to increase the cost to that Lender of making, renewing or maintaining its Commitments or to reduce any amount received with respect thereto under this Agreement, then, within fifteen (15) days after receipt by the Borrower of written demand by such Lender, the Borrower shall pay such Lender that portion of such increased expense incurred or reduction in an amount received which such Lender determines is attributable to making, funding and maintaining its Commitments.

4.2. Increased Costs. If, after the Closing Date, Change in Law: (1) shall impose, modify or deem applicable any reserve (including any reserve imposed by the Board of Governors of the Federal Reserve System, or any successor thereto, but excluding any reserve included in the determination of the LIBOR pursuant to the provisions of this Agreement), special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by Lender; or (2) shall impose on Lender any other condition affecting its Revolving Loans, any of its Notes (if any) or its obligation to make Revolving Loans; and the result of anything described in clauses (1) and (2) above is to increase the cost to (or to impose a cost on) Lender of making or maintaining any Revolving Loan, or to reduce the amount of any sum received or receivable by Lender under this Agreement or under any of its Notes (if any) with respect thereto, then upon demand by Lender (which demand shall be accompanied by a statement setting forth the basis for such demand and a calculation of the amount thereof in reasonable detail, a copy of which shall be furnished to Lender), Borrower shall promptly pay to Lender such additional amount as will compensate Lender for such increased cost or such reduction, so long as such amounts have accrued on or after the day which is two hundred seventy (270) days prior to the date on which Lender first made demand therefor.

4.3. Lender Statements; Survival of Indemnity. If reasonably possible, each Lender shall designate an alternate Lending Institution with respect to its Loans to reduce any liability of the Borrower to such Lender under Sections 4.1 and 4.2, so long as such designation is not disadvantageous, in the reasonable judgment of the Lender, to such Lender. Any demand for compensation pursuant to Section 2.14(E) or this Article IV shall be in writing and shall state the amount due, if any, under Section 2.14(E), 4.1, 4.2 or this 4.3 and shall set forth in reasonable detail the calculations upon which such Lender determined such amount and shall be final, conclusive, and binding on the Borrower in the absence of manifest error. The obligations of the Borrower under Sections 2.14(E), 4.1, 4.2 and this 4.3 shall survive payment of the Obligations and termination of this Agreement.

ARTICLE V: CONDITIONS PRECEDENT

5.1. Initial Revolving Loans. The Lenders shall not be required to make the initial Revolving Loans requested by Borrower unless the Borrower has furnished to the Administrative Agent each of the following, with (if applicable) sufficient copies for the Lenders, all in form and substance satisfactory to the Administrative Agent:

(A) Copies of the articles or certificate of incorporation (or other comparable constituent document) of each Borrower, together with all amendments and a certificate of good standing, both certified by the appropriate governmental officer in its jurisdiction of incorporation;

(B) Copies, certified by the Secretary or Assistant Secretary of each member Borrower, of its regulations (or other comparable governing document) and of its Board of Directors' resolutions (and resolutions of other bodies, if any are deemed necessary by counsel for any Lender) authorizing the execution of the Loan Documents to which it is party;

(C) An incumbency certificate, executed by the Secretary or Assistant Secretary of each Borrower, which shall identify by name and title and bear the signature of the officers of the Borrower authorized to sign the Loan Documents and to make borrowings hereunder, upon which certificate the Lenders shall be entitled to rely until informed of any change in writing by the Borrower;

(D) A certificate signed by an Authorized Officer of the Borrower, stating that on the date of this Agreement all the representations in this Agreement are true and correct in all material respects (unless such representation and warranty is made as of a specific date, in which case, such representation and warranty shall be true in all material respects as of such date), the Borrower is in compliance with this Agreement and no Default or Unmatured Default has occurred;

(E) Evidence reasonably satisfactory to the Administrative Agent that there exists no injunction or temporary restraining order which, in the reasonable judgment of the Administrative Agent, would prohibit the making of the Revolving Loans and the execution, delivery and performance of the Loan Documents or any litigation seeking such an injunction or restraining order or which could reasonably be expected to result in a Material Adverse Effect;

(F) Evidence reasonably satisfactory to the Administrative Agent that the Debtors shall have received all necessary or appropriate third party governmental waivers, approvals and consents required for the execution, delivery and performance of the Loan Documents;

(G) Evidence reasonably satisfactory to the Administrative Agent that, there exists no action, suit, investigation, litigation, or proceeding pending or threatened in any court or before any arbitrator or governmental instrumentality that in the Administrative Agent's reasonable judgment could reasonably be expected to have a Material Adverse Effect;

(H) The Initial Budget;

(I) A 13-week rolling cash flow forecast, in form acceptable to Agent (the "**Weekly Cash Flow Forecast**");

(J) Evidence reasonably satisfactory to the Administrative Agent that all "first day orders," have been or will be entered at or about the time of the commencement of the Chapter 11 Cases, in each case, in form and substance satisfactory to the Administrative Agent; and

(K) Such other documents as the Administrative Agent or any Lender or its counsel may have reasonably requested.

5.2. Each Revolving Loan. The Lenders shall not be required to make any Revolving Loan, unless on the applicable Borrowing Date, both before and after giving effect to such Revolving Loan:

(A) there exists no Default or Unmatured Default;

(B) the representations and warranties contained in Article VI are true and correct in all material respects as of such Borrowing Date (except for those made as of a particular date which shall be true and correct as of such date);

(C) the amount of such requested Revolving Loan does not exceed the Revolving Credit Availability at such time;

(D) the Borrower shall have delivered a Borrowing Notice in accordance with the terms of Article II hereof, and such request for Borrowing shall be consistent with the Budget;

(E) a Budget shall have been timely provided and approved;

(F) all Benchmark Requirements through the date of the requested borrowing shall have been accomplished (or the deadline therefore shall have been extended);

(G) the Revolving Loan requested would not cause the aggregate outstanding amount of the Revolving Loans to exceed the amount then authorized by this Agreement or the Final Order, as the case may be, or any order modifying, reversing, staying or vacating such order shall have been entered, or any appeal of such order shall have been timely filed;

(H) the Bankruptcy Court shall have entered the Interim Order and the Final Order;

(I) the Interim Order shall not have been vacated, stayed, reversed, modified or amended without Lenders' consent and shall otherwise be in full force and effect;

(J) no motion for reconsideration of the Interim Order or the Final Order shall have been timely filed;

(K) no appeal of the Interim Order or the Final Order shall have been timely filed and such order in any respect is the subject of a stay pending appeal;

(L) neither the Borrower nor any other Debtor shall, in Borrower's business judgment, have sufficient available cash or other immediately available funds on hand to meet general working capital obligations;

(M) all orders entered by the Bankruptcy Court on or prior to the entry of the Final Order shall be reasonably satisfactory in form and substance to Administrative Agent and its counsel, including, without limitation, the provision, by and through such orders of adequate protection for the Pre-Petition Agent and the Pre-Petition Lenders; and

(N) No material adverse change shall have occurred with respect to the, operations, properties, or financial condition of the Debtors, taken as a whole, since the commencement of the Chapter 11 Cases.

Each Borrowing Notice with respect to each such Revolving Loan shall constitute a representation and warranty by the Borrower that the conditions contained in this Section 5.2 have been satisfied.

ARTICLE VI: REPRESENTATIONS AND WARRANTIES

In order to induce the Administrative Agent and the Lenders to enter into this Agreement and to make the Revolving Loans and the other financial accommodations to the Borrower described herein, the Borrower represents and warrants as follows to each Lender and the Administrative Agent as of the Closing Date, giving effect to the consummation of the transactions contemplated hereunder on the Closing Date, and thereafter on each date as required by Section 5.2:

6.1. Organization; Corporate Powers. The Borrower and each of its Subsidiaries (i) is a corporation, partnership or limited liability company duly organized, validly existing and in good standing (to the extent such concept applies to such entity) under the laws of the jurisdiction of its organization, (ii) is duly qualified to do business as a foreign entity and is in good standing under the laws of each jurisdiction in which the failure to be so qualified and in good standing could reasonably be expected to have a Material Adverse Effect, and (iii) subject to the entry of the Interim Order (or the Final Order, when applicable) by the Bankruptcy Court, has all requisite authority to own, operate and encumber its property and to conduct its business as presently conducted and as proposed to be conducted where the failure to be so authorized could reasonably be expected to have a Material Adverse Effect.

6.2. Authority; Validity; Loan Documents.

(A) Upon the entry by the Bankruptcy Court of the Interim Order (or the Final Order, when applicable), each Borrower and each of its Subsidiaries has the requisite power and authority to execute, deliver and perform each of the Loan Documents which are to be executed by it or which have been executed by it as required by this Agreement and the other Loan Documents on or prior to Closing Date and to file any documents which must be filed by it or which have been filed by it as required by this Agreement, the other Loan Documents or otherwise on or prior to the Closing Date with any Governmental Authority.

(B) The execution, delivery, performance and filing, as the case may be, of each of the Loan Documents which must be executed or filed by the Borrower or any of its Subsidiaries or which have been executed or filed as required by this Agreement, the other Loan Documents or otherwise on or prior to the Closing Date and to which the Borrower or any of its Subsidiaries is party, and the consummation of the transactions contemplated thereby, have been duly authorized by all requisite corporate, partnership or limited liability company acts (including any required shareholder or partner approval) of the Borrower and, if necessary the stockholders and unitholders of the Borrower and its Subsidiaries, and such approvals have not been rescinded. No other action or proceedings on the part of the Borrower or its Subsidiaries are necessary to consummate such transactions.

(C) Each of the Loan Documents to which the Borrower or any of its Subsidiaries is a party has been duly executed, delivered or filed, as the case may be, by it and, upon the entry by the Bankruptcy Court of the Interim Order (or the Final Order, when applicable), constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms (except as enforceability may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally), is in full force and effect and no material term or condition thereof has been amended, modified or waived from the terms and conditions contained in the Loan Documents delivered to the Administrative Agent pursuant to Section 5.1 without the prior written consent of the Administrative Agent and any other requisite parties hereto, and the Borrower and its Subsidiaries have, and, to the best of the Borrower's and its Subsidiaries' knowledge, all other parties thereto have, performed and complied with all the terms, provisions, agreements and conditions set forth therein and required to be performed or complied with by such parties on or before the Closing Date and no unmatured default, default or breach of any covenant by any Borrower or its Subsidiaries exists thereunder.

6.3. No Conflict; Governmental Consents. The execution, delivery and performance of each of the Loan Documents to which the Borrower or any of its Subsidiaries is a party do not and will not (i) conflict with the certificate or articles of incorporation, partnership agreement, certificate of partnership, articles or certificate of organization or formation, regulations, operating agreement or other management agreement (or other applicable constituent documents) of the Borrower or any such Subsidiary, (ii) require any approval of the Borrower's or any such Subsidiary's Board of Directors or shareholders or unitholders except such as have been obtained, (iii) conflict with, result in a breach of or constitute (with or without notice or lapse of time or both) a default under (a) to the best of the Borrower's knowledge, any Requirement of Law (including, without limitation, any Environmental Property Transfer Act) or (b) after giving effect to the Interim Order (or Final Order, as applicable), any Contractual Obligation of the Borrower or any such Subsidiary, or require termination of any Contractual Obligation, except such breach, default or termination which individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect, or (iv) result in or require the creation or imposition of any Lien whatsoever upon any of the property or assets of the Borrower or any such Subsidiary (except as expressly contemplated by the Loan Documents and approved by the Bankruptcy Court). The execution, delivery and performance of each of the Loan Documents to which the Borrower or any of its Subsidiaries is a party do not and will not require any registration with, consent or approval of, or notice to, or other action to, with or by any Governmental Authority, including under any Environmental Property Transfer Act, except filings, consents or notices which have been made, obtained or given, or which, if not made, obtained or given, individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect.

6.4. Financial Statements. Complete and accurate copies of the unaudited financial statements of the Borrower and its Subsidiaries as of September 30, 2011 have been delivered to the Administrative Agent.

6.5. No Material Adverse Change. Since September 30, 2010, there has occurred no event which has had or could reasonably be expected to have a Material Adverse Effect.

6.6. Taxes. The Borrower and each of its Subsidiaries has filed or caused to be filed all federal, state and local or other (including foreign) tax returns which are required to be filed by it and, except for taxes and assessments being contested in good faith and reserved for in accordance with GAAP as in effect from time to time, have paid or caused to be paid all taxes as shown on said returns on any assessment received by it, to the extent that such taxes have become due. The Borrower has no knowledge of any proposed tax assessment against the Borrower or any of its Subsidiaries that will have or could reasonably be expected to have a Material Adverse Effect.

6.7. Litigation; Loss Contingencies and Violations. Except as set forth on Schedule 6.7, there is no action, suit, proceeding, arbitration or, to the Borrower's knowledge, investigation before or by any Governmental Authority or private arbitrator pending or, to the Borrower's knowledge, threatened against the Borrower, any of its Subsidiaries or any property of any of them which could reasonably be expected to have a Material Adverse Effect.

6.8. Subsidiaries. Schedule 6.8 to this Agreement (i) contains a description of the corporate structure of the Borrower, its Subsidiaries and any other Person in which the Borrower or any of its Subsidiaries holds an Equity Interest; and (ii) accurately sets forth (A) the correct legal name and the jurisdiction of organization, (B) the authorized, issued and outstanding shares of each class of Capital Stock of each of the Borrower's Subsidiaries and the owners of such shares, and (C) a summary of the direct and indirect partnership, joint venture, or other Equity Interests, if any, which the Borrower and each Subsidiary of the Borrower holds in any Person that is not a corporation.

6.9. [RESERVED].

6.10. Accuracy of Information. The information, exhibits and reports furnished by the Borrower and any of its Subsidiaries, or by the Borrower on behalf of any of its Subsidiaries, to the Administrative Agent or to any Lender in connection with the negotiation of, or compliance with, the Loan Documents, the representations and warranties of the Borrower and its Subsidiaries contained in the Loan Documents, and all certificates and documents delivered to the Administrative Agent and the Lenders pursuant to the terms thereof, taken as a whole, do not contain as of the date thereof any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading in any material respect. In addition, all financial projections, if any, that have been prepared by the Borrower and made available to the Administrative Agent or any Lender have been prepared in good faith based upon reasonable assumptions at the time such financial projections were prepared (it being understood that such projections are subject to significant uncertainties and contingencies, many of which are beyond the Borrower's control, and that no assurance can be given that the projections will be realized).

6.11. Securities Activities. Neither the Borrower nor any of its Subsidiaries is engaged in the business of extending credit for the purpose of purchasing or carrying Margin Stock and Margin Stock constitutes less than 25% of the value of those assets of the Borrower and its Subsidiaries which are subject to any limitation on sale, pledge, or other restriction hereunder.

6.12. Material Agreements. Except for written notices received as a result of the Chapter 11 Cases, neither the Borrower nor any of its Subsidiaries has received written notice that (i) it is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Contractual Obligation to which it is a party, or (ii) any condition exists which, with the giving of notice or the lapse of time or both, would constitute a default with respect to any such Contractual Obligation, in each case, which default has, or if not remedied within any applicable grace period could reasonably be likely to have, a Material Adverse Effect.

6.13. Compliance with Laws. The Borrower and its Subsidiaries are in compliance with all Requirements of Law applicable to them and their respective businesses, in each case where the failure to so comply individually or in the aggregate could reasonably be expected to have a Material Adverse Effect.

6.14. Assets and Properties. The Borrower and each of its Subsidiaries has good and marketable title to all of its real and personal properties owned by it or a valid leasehold interest in all of its leased assets (except insofar as marketability may be limited by any laws or regulations of any Governmental Authority affecting such assets), and all such assets and property are free and clear of all Liens, except Liens permitted under Article VII.

6.15. Statutory Indebtedness Restrictions. Neither the Borrower nor any of its Subsidiaries is subject to regulation under the Federal Power Act, or the Investment Company Act of 1940, or any other foreign, federal or state statute or regulation which limits its ability to incur indebtedness or its ability to consummate the transactions contemplated hereby.

6.16. Labor Matters. To the of the Borrower, as of the Closing Date, no attempt to organize the employees of the Borrower or any of its Subsidiaries, and no labor disputes, strikes or walkouts affecting the operations of the Borrower or any of its Subsidiaries, is pending, or, to the Borrower's or such Subsidiaries' knowledge, threatened, planned or contemplated which could reasonably be expected to have a Material Adverse Effect.

6.17. Environmental Matters.

(A) Except as disclosed on Schedule 6.17 to this Agreement

(i) the operations of the Borrower and its Subsidiaries comply in all material respects with Environmental, Health or Safety Requirements of Law applicable to such operations;

(ii) the Borrower and its Subsidiaries have all permits, licenses or other authorizations required under Environmental, Health or Safety Requirements of Law and are in material compliance with such permits;

(iii) neither the Borrower, any of its Subsidiaries nor any of their respective present property or operations, or, to the Borrower's or any of its Subsidiaries' knowledge, any of their respective past property or operations, are subject to or the subject of, any investigation known to the Borrower or any of its Subsidiaries, any judicial or administrative proceeding, order, judgment, decree, settlement or other agreement respecting: (A) any material violation of Environmental, Health or Safety Requirements of Law; (B) any material remedial action; or (C) any material claims or liabilities arising from the Release or threatened Release of a Contaminant into the environment;

(iv) to the Borrower's or any of its Subsidiaries' knowledge, there is not now nor has there ever been, on or in the property of the Borrower or any of its Subsidiaries any landfill, waste pile, underground storage tanks, aboveground storage tanks, surface impoundment or hazardous waste storage facility of any kind, any polychlorinated biphenyls (PCBs) used in hydraulic oils, electric transformers or other equipment, or any asbestos containing material which, in each case, could give rise to a material claim or liability under Environmental, Health or Safety Requirements of Law; and

(v) to the knowledge of the Borrower or any of its Subsidiaries, neither the Borrower nor any of its Subsidiaries has any material Contingent Obligation in connection with any Release or threatened Release of a Contaminant into the environment.

(B) For purposes of this Section 6.17 "material" means any noncompliance or basis for liability which could reasonably be likely to subject the Borrower or any of its Subsidiaries to liability, individually or in the aggregate, in excess of \$200,000.

(C) This Section 6.17 is the only representation given in this Agreement with respect to the matters set forth herein.

6.18. [RESERVED].

6.19. [RESERVED].

6.20. Insurance. The Borrower maintains, and has caused each Subsidiary to maintain, with financially sound and reputable insurance companies, insurance on all of its property in such amounts, subject to deductibles and self-insurance retentions, and covering such properties and risks, as is consistent with sound business practices.

6.21. Benefits. Each Borrower will derive benefit from the financing arrangement established by this Agreement. The Administrative Agent and the Lenders have stated and the Borrower

acknowledges that, but for the agreement by each Borrower to execute and deliver this Agreement, the Administrative Agent and the Lenders would not have made available the credit facilities established hereby on the terms set forth herein.

6.22. No Default. There exists no Default or, after giving effect to the Interim Order, Unmatured Default.

6.23. SDN List Designation. Neither the Borrower nor any of its Subsidiaries or, to its best knowledge, Affiliates is a country, individual or entity named on the Specifically Designated National and Blocked Persons (SDN) list issued by the Office of Foreign Asset Control of the Department of the Treasury of the United States of America.

6.24. Reorganization Matters.

(A) The Chapter 11 Cases were commenced on the Petition Date in accordance with applicable law and proper notice thereof and the proper notice for (x) the motion seeking approval of the Loan Documents and the Interim Order and Final Order, (y) the hearing for the approval of the interim order, and (z) the hearing for the approval of the Final Order. The Borrower shall give, on a timely basis as specified in the Interim Order or the Final Order, as applicable, all notices required to be given to all parties specified in the Interim Order or Final Order, as applicable.

(B) After the entry of the Interim Order and Final Order, as applicable, and pursuant to and to the extent permitted in the Interim Order and the Final Order, the Obligations will constitute allowed administrative expense claims in the Chapter 11 Cases having priority over all administrative expense claims and unsecured claims against the Borrower now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expense claims of the kind specified in Sections 105, 326, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1114 or any other provision of the Bankruptcy Code or otherwise, as provided under Section 364(c)(1) of the Bankruptcy Code, subject, as to priority only to the extent expressly contemplated by the Interim Order or the Final Order.

(C) After the entry of the Interim Order and Final Order, as applicable, and pursuant to and to the extent provided in the Interim Order and the Final Order, the Obligations will be secured by a valid and perfected first priority Lien on all of the Collateral.

(D) The Interim Order (with respect to the period prior to entry of the Final Order) or the Final Order (with respect to the period on and after entry of the Final Order), as the case may be, is in full force and effect has not been reversed, stayed, modified or amended.

(E) Notwithstanding the provisions of Section 362 of the Bankruptcy Code, and subject to the applicable provisions of the Interim Order or Final Order, as the case may be, upon the maturity (whether by acceleration or otherwise) of any of the Obligations, Administrative Agent and Lenders shall be entitled to immediate payment of such Obligations and to enforce the remedies provided for hereunder or under applicable law, without further application to or order by the Bankruptcy Court.

ARTICLE VII: COVENANTS

The Borrower covenants and agrees on behalf of itself and its Subsidiaries that so long as any Commitments are outstanding and thereafter until payment in full of all of the Obligations (other than contingent indemnity obligations), unless the Required Lenders shall otherwise give prior written consent:

7.1. Reporting. The Borrower shall:

(A) Financial Reporting. ~~Furnish to the Administrative Agent (with sufficient copies for each of the Lenders):~~

(i) Monthly Reports. Within thirty (30) days after the end of each calendar month of the Borrower, the consolidated and consolidating balance sheets of the Borrower and its Subsidiaries as at the end of such calendar and the related consolidated and consolidating statements of income of the Borrower and its Subsidiaries for such calendar month and for the period from the beginning of the then current fiscal year to the end of such calendar month and the related consolidated and consolidating statements of cash flows for the period from the beginning of the then current fiscal year to the end of such calendar month, certified by the chief executive officer of the Borrower on behalf of the Borrower as fairly presenting in all material respects the consolidated and consolidating financial position of the Borrower and its Subsidiaries as at the dates indicated and the results of their operations and cash flows for the periods indicated in accordance with GAAP, subject to normal year-end audit adjustments and the absence of footnotes.

(ii) Officer's Certificate. Together with each delivery of any financial statement pursuant to clause (i) of this Section 7.1(A), an Officer's Certificate of the Borrower, substantially in the form of Exhibit D attached hereto and made a part hereof, stating that (1) the representations and warranties of the Borrower contained in Article VI hereof shall have been true and correct in all material respects (unless such representation or warranty is made as of a specific date, in which case, such representation and warranty shall be true in all material respects as of such date) at all times during the period covered by such financial statements and as of the date of such Officer's Certificate, (2) as of the date of such Officer's Certificate no Default or Unmatured Default exists, or if any Default or Unmatured Default exists, stating the nature and status thereof and (3) the Borrower, the Borrower's chief executive officer and the Borrower's chief financial officer are in compliance with all requirements of Section 302 and Section 906 of the Sarbanes-Oxley Act of 2002 and all rules and regulations related thereto (or such other officers as may be required from time to time thereunder).

(B) Notice of Default. Promptly upon the Borrower or any Subsidiary obtaining knowledge (and in any event within 10 days of obtaining such knowledge) (i) of any condition or event which constitutes a Default or Unmatured Default, or becoming aware that any Lender or Administrative Agent has given any written notice to the Borrower or any Subsidiary with respect to a claimed Default or Unmatured Default under this Agreement, or (ii) that any Person has given any written notice to the Borrower or any Subsidiary or taken any other action with respect to a claimed default or event or condition of the type referred to in Section 8.1(E) with respect to Material Indebtedness, the Borrower shall deliver to the Administrative Agent and the Lenders an Officer's Certificate specifying (a) the nature and period of existence of any such claimed default, Default, Unmatured Default, condition or event, (b) the notice given or action taken by such Person in connection therewith, and (c) what action the Borrower has taken, is taking and proposes to take with respect thereto.

(C) Lawsuits. (i) Promptly upon the Borrower or any Subsidiary obtaining knowledge of the institution of, or written threat of, any action, suit, proceeding, governmental investigation or arbitration, by or before any Governmental Authority, against or affecting the Borrower or any of its Subsidiaries or any property of the Borrower or any of its Subsidiaries not previously disclosed pursuant to Section 6.7, which action, suit, proceeding, governmental investigation or arbitration exposes, or in the case of multiple actions, suits, proceedings, governmental investigations or arbitrations arising out of the same general allegations or circumstances which expose, in the Borrower's reasonable judgment, the Borrower or any of its Subsidiaries to liability in an amount aggregating \$200,000 or more (exclusive of claims covered by insurance policies of the Borrower or any of its

Subsidiaries unless the insurers of such claims have disclaimed coverage or reserved the right to disclaim coverage on such claims and exclusive of claims covered by the indemnity of a financially responsible indemnitor in favor of the Borrower or any of its Subsidiaries unless the indemnitor has disclaimed or reserved the right to disclaim coverage thereof), give written notice thereof to the Administrative Agent and the Lenders and provide such other information as may be reasonably available to enable each Lender to evaluate such matters; and (ii) in addition to the requirements set forth in clause (i) of this Section 7.1(C), upon request of the Administrative Agent or the Required Lenders, promptly give written notice of the status of any action, suit, proceeding, governmental investigation or arbitration covered by a report delivered pursuant to clause (i) above and provide such other information as may be reasonably available to it that would not jeopardize any attorney-client privilege by disclosure to the Lenders to enable each Lender and the Administrative Agent and its counsel to evaluate such matters.

(D) [RESERVED].

(E) Labor Matters. Notify the Administrative Agent and the Lenders in writing, promptly upon an Authorized Officer of the Borrower learning of (i) any material labor dispute to which the Borrower or any of its Subsidiaries may become a party, including, without limitation, any strikes, lockouts or other disputes relating to such Persons' plants and other facilities, which dispute could reasonably be expected to have a Material Adverse Effect and (ii) any Worker Adjustment and Retraining Notification Act liability incurred with respect to the closing of any plant or other facility of the Borrower or any of its Subsidiaries.

(F) Other Indebtedness. Deliver to the Administrative Agent (i) a copy of each regular report, notice or communication regarding potential or actual defaults (including any accompanying officer's certificate) delivered by or on behalf of the Borrower to the holders of funded Indebtedness with an aggregate outstanding principal amount in excess of \$200,000 pursuant to the terms of the agreements governing such Indebtedness, such delivery to be made at the same time and by the same means as such notice of default is delivered to such holders, and (ii) a copy of each notice or other communication received by the Borrower from the holders of funded Indebtedness with an aggregate outstanding principal amount in excess of \$200,000 regarding potential or actual defaults pursuant to the terms of such Indebtedness, such delivery to be made promptly after such notice or other communication is received by the Borrower.

(G) Other Reports. Deliver or cause to be delivered to the Administrative Agent and the Lenders copies of all financial statements, written reports and written notices, if any, sent or made available generally by the Borrower to its securities holders. Borrower shall include the Administrative Agent and the Lenders on its standard distribution lists for all press releases made available generally by the Borrower to the public concerning material developments in the business of the Borrower or any such Subsidiary.

(H) Environmental Notices. As soon as possible and in any event within twenty (20) Business Days after receipt by the Borrower, a copy of (i) any notice or claim to the effect that the Borrower or any of its Subsidiaries is or may be liable to any Person as a result of the Release by the Borrower, any of its Subsidiaries, or any other Person of any Contaminant into the environment, and (ii) any notice alleging any violation of any Environmental, Health or Safety Requirements of Law by the Borrower or any of its Subsidiaries if, in either case, such notice or claim relates to an event which could reasonably be expected to subject the Borrower and each of its Subsidiaries to liability individually or in the aggregate in excess of \$200,000.

(I) Other Information. Promptly upon receiving a request therefor from the Administrative Agent, prepare and deliver to the Administrative Agent and the Lenders such other

information with respect to the Borrower, any of its Subsidiaries, as from time to time may be reasonably requested by the Administrative Agent.

(J) [RESERVED].

(K) Cash Flow And Budget Variance Reports. On or before 5:00 p.m. (prevailing Tulsa, Oklahoma time) of each Tuesday of each calendar week (the "Cash Flow Variance Report Date"), the Borrower shall deliver to the Administrative Agent a report in form and scope reasonably acceptable to the Administrative Agent (i) reconciling, on a line-by-line basis, actual cash receipts and cash disbursements of the Borrower during (A) the week ended on the Friday immediately preceding such Cash Flow Variance Report Date against the cash receipts and cash disbursements forecasted for such week on the Weekly Cash Flow Forecast and (B) the cumulative period from the Petition Date through the Cash Flow Variance Report Date, and (ii) providing a written explanation for such variances. On or before 5:00 p.m. (prevailing Tulsa, Oklahoma time) of the tenth (10th) day of each month (the "Budget Variance Report Date"), the Borrower shall deliver to the Administrative Agent a report in form and scope reasonably acceptable to the Administrative Agent (i) reconciling, on a line by line basis, actual cash receipts and cash disbursements of the Borrower, and any non-cash or other variances from the Approved Budget, during (A) the month ended prior to the Budget Variance Report Date against the cash receipts and cash disbursements of the Borrower, and any non-cash or other items forecasted for such month on the Approved Budget, and (B) the cumulative period from the Petition Date through the Budget Variance Report Date, and (ii) providing a written explanation for such variances.

(L) [RESERVED].

(M) Budgets and Budget Approval. No later than two (2) weeks prior to the expiration of the then applicable Budget, the Borrower shall deliver a new Budget to the Administrative Agent (which new Budget shall be valid for the eight (8) week period commencing immediately after the expiration of the then existing Approved Budget, after which it shall expire) for review and approval by the Administrative Agent and the Required Lenders.

(N) Chapter 11 Proceedings. The Borrowers shall provide to the Administrative Agent copies of all pleadings, motions, applications, financial information and other documents filed by or on behalf of any Debtor with the Bankruptcy Court in the Chapter 11 Cases, or distributed by or on behalf of any Debtor to any official committee or the United States Trustee in the Chapter 11 Cases except to the extent such information or documents have already been distributed to the Administrative Agent.

7.2. Affirmative Covenants.

(A) Corporate Existence, Etc. Except as explicitly permitted in this Agreement, the Borrower shall, and shall cause each of its Subsidiaries to, at all times maintain its valid existence and (to the extent such concept applies to such entity) in good standing as a corporation, partnership or limited liability company in its jurisdiction of incorporation or organization, as the case may be, and preserve and keep, or cause to be preserved and kept, in full force and effect its rights and franchises material to its businesses.

(B) Corporate Powers; Conduct of Business. The Borrower shall, and shall cause each of its Subsidiaries to, qualify and remain qualified to do business in each jurisdiction in which the nature of its business requires it to be so qualified and where the failure to be so qualified will have or could reasonably be expected to have a Material Adverse Effect. Except as contemplated by the Plan, the Borrower will, and will cause each Subsidiary to, carry on and conduct its business in substantially the

same manner and in substantially the same fields of enterprise as it is presently conducted and logical extensions thereof.

(C) Compliance with Laws, Etc. The Borrower shall, and shall cause its Subsidiaries to, (a) comply with all Requirements of Law (including without limitation Section 409(P) of the Code) and all restrictive covenants affecting such Person or the business, properties, assets or operations of such Person and, without limiting the generality of the foregoing, (x) ensure, and cause each Subsidiary to ensure, that no person who owns a controlling interest in or otherwise controls the Borrower or any Subsidiary is or shall be (i) listed on the Specially Designated Nationals and Blocked Person List maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, and/or any other similar lists maintained by OFAC pursuant to any authorizing statute, Executive Order or regulation or (ii) a person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation or any other similar Executive Orders, and (y) comply, and cause each Subsidiary to comply, with all applicable Bank Secrecy Act and anti-money laundering laws and regulations, and (b) obtain as needed all permits necessary for its operations and maintain such permits in good standing unless failure to comply with such Requirements of Law or such covenants or to obtain or maintain such permits could not reasonably be expected to have a Material Adverse Effect.

(D) Payment of Taxes and Claims; Tax Consolidation. The Borrower shall pay, and cause each of its Subsidiaries to pay, (i) all material taxes, assessments and other governmental charges imposed upon it or on any of its properties or assets or in respect of any of its franchises, business, income or property before any penalty or interest accrues thereon, and (ii) all claims (including, without limitation, claims for labor, services, materials and supplies) for sums which have become due and payable and which by law have or may become a Lien (other than a Lien expressly permitted under this Agreement) upon any of the Borrower's or such Subsidiary's property or assets, prior to the time when any penalty or fine shall be incurred with respect thereto, in each case above, that arise or are incurred after the Petition Date; provided, however, that no such taxes, assessments and governmental charges referred to in clause (i) above or claims referred to in clause (ii) above (and interest, penalties or fines relating thereto) need be paid if being contested in good faith by appropriate proceedings diligently instituted and conducted and if such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP as in effect from time to time shall have been made therefor. Notwithstanding the foregoing, neither the Borrower nor any of its Subsidiaries shall be required to pay any charges, taxes or claims the nonpayment of which is permitted by the Bankruptcy Code.

(E) Insurance. The Borrower shall maintain for itself and its Subsidiaries, or shall cause each of its Subsidiaries to maintain in full force and effect, such insurance policies and programs as reflect coverage that is reasonably consistent with prudent industry practice for companies operating in the same or similar locations. The Borrower shall deliver to the Administrative Agent certificates evidencing (a) all "All Risk" physical damage insurance policies on all of the Borrower's tangible real and personal property and assets (and, if appropriate, business interruption insurance), policies naming the Administrative Agent as lender's loss payee, and (b) all general liability and other liability policies naming the Administrative Agent an additional insured. In the event the Borrower or any of its Subsidiaries at any time or times hereafter shall fail to obtain or maintain any of the policies or insurance required herein or to pay any premium in whole or in part relating thereto, then the Administrative Agent, without waiving or releasing any obligations or resulting Default hereunder, may at any time or times thereafter (but shall be under no obligation to do so), upon written notice to the Borrower obtain and maintain such policies of insurance and pay such premiums and take any other action with respect thereto which the Administrative Agent deems reasonably advisable. All sums so disbursed by the Administrative Agent, of which the Borrower has been notified in writing, shall constitute part of the Obligations, payable as provided in this Agreement

(F) Inspection of Property; Books and Records; Discussions. The Borrower will, and will cause each Subsidiary to, permit the Administrative Agent and the Lenders, by their respective representatives and agents, during ordinary business hours, to inspect any of the assets, property, books and financial records of the Borrower and each Subsidiary, to examine and make copies of the books of accounts and other financial records of the Borrower and each Subsidiary, and to discuss the affairs, finances and accounts of the Borrower and each Subsidiary with, and to be advised as to the same by, the officers of the Borrower at such reasonable times and intervals as the Administrative Agent or any Lender may designate. The Borrower shall keep and maintain, in all material respects, proper books of record and account on a consolidated basis in which entries in conformity with GAAP shall be made of all dealings and transactions in relation to their respective businesses and activities. The Borrower shall cause each of its Subsidiaries to keep and maintain, in all material respects, proper books of record and account. If a Default has occurred and is continuing, the Borrower, upon the Administrative Agent's request, shall provide copies of such records to the Administrative Agent or its representatives.

(G) ERISA Compliance. The Borrower shall, and shall cause each of its Subsidiaries to, establish, maintain and operate all Plans to comply in all material respects with the provisions of ERISA and shall operate all Plans and other pension and employee benefit plans to comply in all material respects with the applicable provisions of the Code, all other applicable laws, and the regulations and interpretations thereunder and the respective requirements of the governing documents for such Plans and other pension and employee benefit plans.

(H) Maintenance of Property. The Borrower shall cause all material property used in the conduct of its business or the business of any Subsidiary to be maintained and kept in adequate condition, repair and working order and supplied with all necessary equipment and shall cause to be made all necessary repairs, renewals, replacements, betterments and improvements thereof, all as in the judgment of the Borrower may be necessary so that the business carried on in connection therewith may be properly conducted at all times; provided, however, that nothing in this Section 7.2(H) shall prevent the Borrower from discontinuing the operation or maintenance of any of such property if such discontinuance is, in the judgment of the Borrower, desirable in the conduct of its business or the business of any Subsidiary, or complying with the Benchmark Requirements.

(I) Environmental Compliance. The Borrower and its Subsidiaries shall comply with all Environmental, Health or Safety Requirements of Law, except where noncompliance will not have or is not reasonably likely to subject the Borrower or any of its Subsidiaries to liability, individually or in the aggregate, in excess of \$200,000.

(J) Use of Proceeds. The Borrower shall use the proceeds of the Revolving Loans:

(i) to pay interest, fees and expenses associated with the transactions contemplated by the Loan Documents;

(ii) to make adequate protection payments to the Pre-Petition Lenders,

(iii) to fund the Debtors' working capital requirements;

(iv) to fund the costs, fees and expenses of the Chapter 11 Cases as may be approved by the Bankruptcy Court; and

(v) to fund such other obligations as may be agreed to by the Administrative Agent and the Lenders and approved by the Bankruptcy Court (such as payments of certain prepetition claims as authorized by order of the Bankruptcy Court);

in each case subject to the Approved Budget and the restrictions otherwise set forth herein.

Except to the extent permitted pursuant to the Interim Order or the Final Order, the Borrower will not use any of the proceeds of the Revolving Loans or the Collateral to (i) challenge the validity, perfection, priority, extent or enforceability of this Agreement, the Pre-Petition Loan Documents, the liens on or security interests in the Collateral, or the liens on or security interests in the collateral (the "Pre-Petition Collateral") securing the Debtors' obligations under the Pre-Petition Loan Documents, (ii) assert any other claims or challenges against any of the Pre-Petition Agent, the Pre-Petition Lenders, the Administrative Agent, or the Lenders, (iii) oppose any action, including a motion seeking relief from the stay, by the Administrative Agent, Pre-Petition Agent, Lenders or Pre-Petition Lenders, (iv) fund any action which constitutes a Default, or (v) purchase or carry any Margin Stock.

For the avoidance of doubt, not more than \$10,000 of the Revolving Loan proceeds and/or the Pre-Petition Lenders' cash collateral may be used to pay the expenses of a Creditors' Committee to investigate the extent, validity and priority of the claims and liens under the Pre-Petition Credit Facility. In no event may any Cash Collateral or DIP Proceeds be used to challenge any liens or claims (or the priority thereof) under the Pre-Petition Loan Documents.

(K) Collateral Documents. Upon the request of the Administrative Agent, the Borrower shall, and shall cause each of its Subsidiaries to, execute and deliver such guaranties, security agreements, pledge agreements, corporate resolutions, opinions of counsel, and such other documentation (including without limitation UCC financing statements, stock certificates and related stock powers executed in blank) as the Administrative Agent may from time to time reasonably request.

(L) Cash Management System. The Borrower shall maintain its existing cash management system, as approved by the Bankruptcy Court in the Chapter 11 Cases pursuant to *Interim Order (I) Authorizing the Debtors to (A) Continue Using Cash Management System, (B) Maintain Existing Bank Accounts and Business Forms, and (C) Continue Intercompany Arrangements and (III) Granting Intercompany Claims Administrative Priority* [Docket No. 33].

(M) Exit Financing. The Debtors shall discuss the terms of a possible post effective date exit financing facility with the Administrative Agent and the Lenders as soon as practical. The Debtors shall provide reasonable details on a regular basis regarding discussions with potential exit lenders. The Debtors shall provide the Administrative Agent and Lenders with a right of first refusal with respect to any post effective date financing facility entered into with lenders other than the Lenders.

7.3. Restructuring Advisers. Borrower shall continue to retain Zolfo Cooper, LLC as restructuring advisers or retain such other advisor acceptable to the Administrative Agent and on terms and conditions reasonably satisfactory to the Administrative Agent until Borrower has substantially consummated the Reorganization Plan.

7.4. Negative Covenants.

(A) Indebtedness. Neither the Borrower nor any of its Subsidiaries shall directly or indirectly create, incur, assume or otherwise become or remain directly or indirectly liable with respect to any Indebtedness, except:

- (i) the Obligations;
- (ii) Permitted Existing Indebtedness and Indebtedness permitted pursuant to the Plan;

(iii) Intercompany Debt;

(iv) [RESERVED];

(v) [RESERVED];

(vi) Hedging Obligations to any Lender or Affiliate thereof related to Hedging Arrangements designed to protect the Borrower or any of its Subsidiaries from fluctuations of interest rates or commodity prices for commodities used in Borrower's business;

(vii) [RESERVED]; and

(viii) the Pre-Petition Obligations.

(B) Sales of Assets. Neither the Borrower nor any of its Subsidiaries shall consummate any Asset Sale, except

(i) transfers of assets between or among Debtors not otherwise prohibited by this Agreement;

(ii) the sale of Inventory in the ordinary course of business;

(iii) the sale or other disposition of any obsolete, excess, damaged or worn-out Equipment disposed of in the ordinary course of business;

(iv) leases of assets in the ordinary course of business consistent with past practice; and

(v) sales of assets required by the Benchmark Requirements.

(C) Liens. Neither the Borrower nor any of its Subsidiaries shall directly or indirectly create, incur, assume or permit to exist any Lien on or with respect to any of their respective property or assets except:

Obligations; (i) Liens created by the Loan Documents or otherwise securing the

(ii) Permitted Existing Liens;

(iii) Customary Permitted Liens;

(iv) [RESERVED]; and

(v) Liens securing the Pre-Petition Obligations.

In addition, neither the Borrower nor any of its Subsidiaries shall (a) permit any Lien on any of its real property other than Customary Permitted Liens and (b) become a party to any agreement, note, indenture or other instrument, or take any other action, which would prohibit the creation of a Lien on any of its properties or other assets in favor of the Administrative Agent for the benefit of itself and the Holders of Obligations, as collateral for the Obligations; provided, further, that the foregoing shall not prohibit the Borrower or any Subsidiary from becoming party to any agreement, note, indenture or other instrument in connection with purchase money Indebtedness (including Capitalized Leases) for which the related Liens

are permitted hereunder that may prohibit the creation of a Lien in favor of the Administrative Agent for the benefit of itself and the Holders of Obligations, as collateral for the Obligations, with respect to the assets or property obtained with the proceeds of such Indebtedness.

(D) Investments. Except to the extent permitted pursuant to paragraph (G) below, neither the Borrower nor any of its Subsidiaries shall directly or indirectly make or own any Investment except:

- (i) Investments in cash and Cash Equivalents;
- (ii) Permitted Existing Investments in an initial amount not greater than the amount thereof on the Closing Date;
- (iii) Investments in trade receivables or received in connection with the bankruptcy or reorganization of suppliers and customers and in settlement of delinquent obligations of, and other disputes with, customers and suppliers arising in the ordinary course of business;
- (iv) Investments consisting of deposit accounts maintained by the Borrower and its Subsidiaries;
- (v) Investments in any Obligor or Subsidiary;
- (vi) [RESERVED];
- (vii) Investments constituting Indebtedness permitted by Section 7.4(A);
- (viii) Investments consisting of any right of the Borrower or its Wholly-Owned Domestic Subsidiaries to payment for goods sold or for services rendered, whether or not it has been earned by performance.

(E) Contingent Obligations. The Borrower will not, nor will it permit any Subsidiary to, make or suffer to exist any Contingent Obligation (other than any Contingent Obligation with respect to the obligations of a Subsidiary that is an Obligor), except (i) by endorsement of instruments for deposit or collection in the ordinary course of business, and (ii) any Contingent Obligation that constitutes Indebtedness expressly permitted under Section 7.4(A).

(F) Restricted Payments. The Borrower shall not declare or make any Restricted Payment. **IN ADDITION, BORROWER SHALL NOT MAKE ANY PAYMENT ON ACCOUNT OF, PURCHASE, DEFEASE, REDEEM, PREPAY, DECREASE OR OTHERWISE ACQUIRE OR RETIRE FOR VALUE ANY PRE-PETITION INDEBTEDNESS OTHER THAN, PRIOR TO THE OCCURRENCE AND DURING THE CONTINUANCE OF A DEFAULT, PAYMENT OF (A) PRE-PETITION EMPLOYEE WAGES, BENEFITS AND RELATED EMPLOYEE TAXES AS OF THE PETITION DATE, (B) PRE-PETITION SALES, USE AND REAL PROPERTY TAXES, (C) AMOUNTS APPROVED IN ACCORDANCE WITH OTHER "FIRST DAY" ORDERS SATISFACTORY TO THE ADMINISTRATIVE AGENT, AND (D) CURE AMOUNTS SATISFACTORY TO THE ADMINISTRATIVE AGENT UNDER ASSUMED LEASES AND EXECUTORY CONTRACTS).**

(G) Acquisitions. The Borrower shall not, and shall not allow any Subsidiary to, make any Acquisitions.

(H) Transactions with Shareholders and Affiliates. Neither the Borrower nor any of its Subsidiaries shall directly or indirectly enter into or permit to exist any transaction (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service) with, or make loans or advances to any holder or holders of any of the Equity Interests of the Borrower, or with any Affiliate of the Borrower or any other Person controlling or controlled by any Person that is the "beneficial owner" (as defined in Rule 13d-3 of the Commission under the Securities Exchange Act) of greater than five percent (5%) or more of any class of voting securities (or other voting interests) of the Borrower or any of its Subsidiaries, in either case which is not a Subsidiary of the Borrower, on terms that are (a) not authorized by the Board of Directors or (b) less favorable to the Borrower or any of its Subsidiaries, as applicable, than those that might be obtained in an arm's length transaction at the time from Persons who are not such a holder or Affiliate, except for (i) Investments permitted by Section 7.4(D), and (ii) loans and advances to employees and independent sales consultants in the ordinary course of business and in amounts consistent with practice in effect prior to the Closing Date.

(I) Merger. The Borrower will not, nor will it permit any Subsidiary to, merge or consolidate with or into any other Person, absent consent by the Agent.

(J) [RESERVED].

(K) Subsidiary Covenants. The Borrower will not, and will not permit any Subsidiary to, create or otherwise cause to become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary to pay dividends or make any other distribution on its stock, or make any other Restricted Payment, pay any Indebtedness or other Obligation owed to the Borrower or any other Subsidiary, make loans or advances or other Investments in the Borrower or any other Subsidiary, or sell, transfer or otherwise convey any of its property to the Borrower or any other Subsidiary other than pursuant to (i) applicable law, (ii) this Agreement or the other Loan Documents or (iii) restrictions imposed by the holder of a Lien permitted by Section 7.4(C).

(L) Hedging Obligations. The Borrower shall not and shall not permit any of its Subsidiaries to enter into any interest rate, commodity or foreign currency exchange, swap, collar, cap or similar agreements evidencing obligations in respect of hedging transactions, other than interest rate, foreign currency or commodity exchange, swap, collar, cap or similar agreements entered into by the Borrower or any of its Subsidiaries pursuant to which the Borrower or such Subsidiary has hedged its reasonably estimated interest rate, foreign currency or commodity exposure and so long as such agreements are entered into with such institutions as are reasonably acceptable to the Administrative Agent. Such permitted hedging agreements entered into by the Borrower or such Subsidiary are sometimes referred to herein as "Hedging Agreements."

(M) Changes in Lines of Business. The Borrower will not, nor will it permit any Subsidiary to, engage in any business or activity if as a result the general nature of the business of the Borrower or any Subsidiary would be changed in any material respect from the general nature of the business engaged in by the Borrower or such Subsidiary as of the Closing Date.

(N) Subordinated Indebtedness. Except as otherwise approved by the Required Lenders, the Borrower will not, and will not permit any Subsidiary to, make any amendment or modification to the indenture, note or other agreement evidencing or governing any Subordinated Indebtedness, or directly or indirectly voluntarily prepay, defease or in substance defease, purchase, redeem, retire or otherwise acquire, any Subordinated Indebtedness.

(O) [RESERVED].

(P) Operating Leases. The Borrower will not, nor will it permit any Subsidiary to (i) enter into any significant operating lease after the Closing Date.

(Q) Capital Expenditures. The Borrower will not, nor will it permit any Subsidiary to, expend, or be committed to expend, any Capital Expenditures not provided for in an Approved Budget.

(R) [RESERVED].

(S) Cancellation of Indebtedness. Neither the Borrower nor any Subsidiary shall cancel any claim or debt owing to it, except for reasonable consideration negotiated on an arm's length basis and in the ordinary course of its business consistent with past practices.

(T) Repayment of Indebtedness. Except as specifically permitted hereunder, neither the Borrower nor any Subsidiary shall, without the express prior written consent of the Administrative Agent and Required Lenders or pursuant to an order of the Bankruptcy Court after notice and hearing, make any payment or transfer with respect to any Lien or Indebtedness incurred or arising prior to the filing of the Chapter 11 Case that is subject to the automatic stay provisions of the Bankruptcy Code whether by way of "adequate protection" under the Bankruptcy Code or otherwise.

(U) Reclamation Claims. Neither the Borrower nor any Subsidiary shall enter into any agreement to return any of its inventory to any of its creditors for application against any Pre-Petition Indebtedness, Pre-Petition trade payables or other Pre-Petition claims under Section 546(g) of the Bankruptcy Code or allow any creditor to take any setoff or recoupment against any of its Pre-Petition Indebtedness, Pre-Petition trade payables or other Pre-Petition claims pursuant to Section 553(b)(1) of the Bankruptcy Code or otherwise without the Administrative Agent's prior written consent with respect to amounts that are greater than \$50,000.00.

(V) Chapter 11 Claims. Neither the Borrower nor any Subsidiary shall incur, create, assume, suffer to exist or permit any other superpriority administrative claim which is *pari passu* with or senior to the claims of the Administrative Agent and Lenders against the Borrower, except as set forth herein, in the Interim Order or in the Final Order.

(W) [RESERVED].

ARTICLE VIII: DEFAULTS

8.1. Defaults. Notwithstanding the provisions of Section 362 of the Bankruptcy Code and without notice, application or motion to, hearing before, or order of the Bankruptcy Court or any notice to the Borrower or any Subsidiary of the Borrower, and subject to Section 9.1, each of the following occurrences shall constitute a Default under this Agreement:

(A) Failure to Make Payments When Due. The Borrower shall (i) fail to pay when due any of the Obligations consisting of principal with respect to the Revolving Loans, (ii) fail to pay when due any of the Obligations consisting of interest or fees with respect to the Revolving Loans more than three (3) days after such payment is due; or (iii) shall fail to pay within fifteen (15) Business Days of the date when due any of the other Obligations under this Agreement or the other Loan Documents.

(B) Breach of Certain Covenants. The Borrower shall fail duly and punctually to perform or observe any agreement, covenant or obligation binding on the Borrower set forth in any of:

~~(i) Sections 7.1(K), or (M) or Section 7.2(L), or~~

(ii) Sections 7.1 (other than Sections 7.1(K), or (M)), Section 7.2 (other than Section 7.2(L)), or Section 7.4 and such failure shall continue unremedied for thirty (30) Business Days.

(C) Breach of Representation or Warranty. Any representation or warranty made or, pursuant to this Agreement, deemed made by the Borrower to the Administrative Agent or any Lender herein or by the Borrower or any of its Subsidiaries in any of the other Loan Documents or in any statement or certificate at any time given by any such Person pursuant to any of the Loan Documents shall be false or misleading in any material respect on the date as of which made (or deemed made).

(D) Other Defaults. The Borrower shall default in the performance of or compliance with any term contained in this Agreement (other than as covered by paragraphs (A) or (B) of this Section 8.1), or the Borrower or any of its Subsidiaries shall default in the performance of or compliance with any term contained in any of the other Loan Documents (other than as covered by paragraphs (A) or (B) of this Section 8.1), and such default shall continue for thirty (30) days after the occurrence thereof.

(E) Default as to Other Indebtedness. Except for defaults occasioned by the filing of the Chapter 11 Cases and defaults resulting from obligations with respect to which the Bankruptcy Code prohibits any Debtor from complying or permits any Debtor not to comply, the Borrower or any of its Subsidiaries shall fail to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) with respect to any Material Indebtedness or any obligations under any Hedging Agreement entered into either (x) Pre-Petition and which is affirmed after the Petition Date or is not subject to the automatic stay provisions of Section 362 of the Bankruptcy Code, or (y) Post-Petition beyond any period of grace provided with respect thereto; or any breach, default or event of default shall occur, or any other condition shall exist under any instrument, agreement or indenture pertaining to any such Material Indebtedness or obligations under any Hedging Agreement including having such aggregate outstanding principal amount, beyond any period of grace, if any, provided with respect thereto, if the effect thereof is to cause an acceleration, mandatory redemption, a requirement that the Borrower offer to purchase such Material Indebtedness or obligations under any Hedging Agreement including or other required repurchase of such Indebtedness, or permit the holder(s) of such Material Indebtedness or obligations under any Hedging Agreement to accelerate the maturity of any such Material Indebtedness or Hedging Obligation or require a redemption or other repurchase of such Material Indebtedness or obligations under any Hedging Agreement; or any such Material Indebtedness or obligations under any Hedging Agreement shall be otherwise declared to be due and payable (by acceleration or otherwise) or required to be prepaid, redeemed or otherwise repurchased by the Borrower or any of its Subsidiaries (other than by a regularly scheduled required prepayment) prior to the stated maturity thereof.

(F) Judgments and Attachments. Any money judgment(s) (other than a money judgment covered by insurance provided by an unaffiliated third-party insurance Borrower as to which such insurance company has not disclaimed or reserved the right to disclaim coverage), writ or warrant of attachment, or similar process against the Borrower or any of its Subsidiaries or any of their respective assets involving in any single case or in the aggregate an amount in excess of \$200,000 is or are entered and either (i) enforcement proceedings shall have been commenced by any creditor upon a final or nonappealable judgment or order or (ii) such judgment(s) shall remain undischarged, unvacated, unbonded or unstayed for a period of thirty (30) days.

(G) Dissolution. (i) Any order, judgment or decree shall be entered against the Borrower or any of its Subsidiaries decreeing its involuntary dissolution or split up and such order shall

remain undischarged and unstayed for a period in excess of sixty (60) days; or (ii) Borrower or any of its Subsidiaries shall otherwise dissolve or cease to exist, except as specifically permitted by this Agreement.

(H) Loan Documents. At any time, for any reason, any Loan Document ceases to be in full force and (other than expressly in accordance with its terms) effect or the Borrower or any of the Borrower's Subsidiaries party thereto seek to repudiate their respective obligations thereunder.

(I) Budget Compliance. At any time Borrower shall fail to maintain Budget Compliance.

(J) Benchmark Requirements. At any time Borrower shall fail to achieve any one or more Benchmark Requirements.

(K) Change of Control. A Change of Control shall occur.

(L) Environmental Matters. The Borrower or any of its Subsidiaries shall be the subject of any proceeding or investigation pertaining to (i) the Release by the Borrower or any of its Subsidiaries of any Contaminant into the environment, (ii) the liability of the Borrower or any of its Subsidiaries arising from the Release by any other Person of any Contaminant into the environment, or (iii) any violation of any Environmental, Health or Safety Requirements of Law which by the Borrower or any of its Subsidiaries, which, in any case, subjects the Borrower to liability (other than liability covered by insurance provided by an unaffiliated third-party insurance Borrower as to which such insurance Borrower has not disclaimed or reserved the right to disclaim coverage) in excess of \$200,000.

(M) Collateral Matters. The Administrative Agent shall for any reason fail to have a valid and perfected first priority security interest in any Collateral. Any action shall be taken by the Borrower or any Subsidiary thereof to discontinue or to assert the invalidity or unenforceability of the Administrative Agent's lien in and against the Collateral.

(N) Filing of Reorganization Plan. The Borrowers shall propose any Plan of Reorganization, other than a plan which either provides for the payment in full in cash on the effective date of all obligations under the Loan Documents, or (ii) is acceptable to the Lenders in their sole and absolute discretion.

(O) Chapter 11 Defaults. The occurrence of any of the following in any Chapter 11 Case:

(i) the bringing of a motion, taking of any action or the filing of any plan of reorganization or disclosure statement attendant thereto by any Debtor in any Chapter 11 Case: (w) to obtain additional financing under Section 364(c) or (d) of the Bankruptcy Code not otherwise permitted pursuant to this Agreement; (x) to grant any Lien (not expressly prohibited hereunder) upon or affecting any Collateral; (y) except as provided in the Interim or Final Order, as the case may be, to use cash collateral of the Administrative Agent under Section 363(c) of the Bankruptcy Code without the prior written consent of the Administrative Agent and the Required Lenders; or (z) any other action or actions adverse to the Administrative Agent and the Lenders or their rights and remedies hereunder or their interest in the Collateral in any material respect;

(ii) the filing of any plan of reorganization or disclosure statement attendant thereto, or any direct or indirect amendment to such plan or disclosure statement, by the Borrower or any other person to which the Administrative Agent and the Required Lenders do not consent or otherwise agree to the treatment of their claims;

(iii) the entry of an order in any of the Chapter 11 Cases confirming a plan or plans of reorganization that does not contain a provision for termination of the Revolving Loan Commitments and repayment in full in cash of all of the Obligations under this Agreement on or before the effective date of such plan or plans;

(iv) the entry of an order amending, supplementing, staying, vacating or otherwise modifying the Loan Documents or the Interim Order or the Final Order without the written consent of the Required Lenders or the filing of a motion for reconsideration with respect to the Interim Order of the Final Order;

(v) the Final Order is not entered within 30 days of the Interim Order;

(vi) subject to payments permitted by the Approved Budget and amounts paid on account of prepetition claims pursuant to an order of the Bankruptcy Court, the payment of any prepetition claim without the Administrative Agent's and Required Lenders' prior written consent unless otherwise permitted under this Agreement;

(vii) the allowance of any claim or claims under Section 506(c) of the Bankruptcy Code or otherwise against the Administrative Agent, any Lender or any of the collateral or against the Administrative Agent, any Pre-Petition Lender or any collateral securing the Pre-Petition Obligations;

(viii) the appointment of an interim or permanent trustee in any Chapter 11 Case or the appointment of a receiver or an examiner in any Chapter 11 Case with expanded powers to operate or manage the financial affairs, the business, or reorganization of the Borrower; or the sale without the Administrative Agent and Lenders' consent, of all or substantially all of the Debtors' assets either through a sale under Section 363 of the Bankruptcy Code, through a confirmed plan of reorganization in the Chapter 11 Cases, or otherwise that does not provide for payment in full in cash of the Obligations and termination of Lenders' commitment to make Revolving Loans;

(ix) the dismissal of any Chapter 11 Case, or the conversion of any Chapter 11 Case from one under Chapter 11 to one under Chapter 7 of the Bankruptcy Code or any Debtor shall file a motion or other pleading seeking the dismissal of any Chapter 11 Case under Section 1112 of the Bankruptcy Code or otherwise;

(x) the entry of an order by the Bankruptcy Court granting relief from or modifying the automatic stay of Section 362 of the Bankruptcy Code (x) to allow any creditor to execute upon or enforce a Lien on any Collateral, or (y) with respect to any Lien of or the granting of any Lien on any Collateral to any state or local environmental or regulatory agency or authority, which in either case results in liabilities in excess of \$200,000;

(xi) the commencement of a suit or action against the Administrative Agent or any Lender and, as to any suit or action brought by any Person other than a Debtor or a Subsidiary, officer or employee of a Debtor, the continuation thereof without dismissal for thirty (30) days after service thereof on Administrative Agent or such Lender, that asserts or seeks by or on behalf of the Borrower, the Environmental Protection Agency, any state environmental protection or health and safety agency, any official committee in any Chapter 11 Case or any other party in interest in any of the Chapter 11 Cases, (a) a claim in excess of \$200,000, (b) any legal or equitable remedy that would have the effect of subordinating any or all of the Obligations or Liens of the Administrative Agent or any Lender under the Loan Documents to any other claim, (c) would otherwise have a material adverse effect,

or (d) have a material adverse effect on the rights and remedies of the Administrative Agent or any Lender under any Loan Document or the collectability of all or any portion of the Obligations;

(xii) the entry of an order in any Chapter 11 Case avoiding or requiring repayment of any portion of the payments made on account of the Obligations owing under this Agreement or the other Loan Documents;

(xiii) the failure of any Debtor to perform any of its material obligations under, or comply with the terms of the Interim Order or the Final Order; and

(xiv) the entry of an order in any of the Chapter 11 Cases granting any other super priority administrative claim or Lien equal or superior to that granted to the Administrative Agent, on behalf of itself and the Lenders.

A Default shall be deemed "continuing" until cured or until waived in writing in accordance with Section 9.3.

ARTICLE IX: ACCELERATION, DEFAULTING LENDERS; WAIVERS, AMENDMENTS AND REMEDIES

9.1. Termination of Commitments; Acceleration. If any Default has occurred and is continuing, the Administrative Agent may (and at the written request of the Required Lenders shall), notwithstanding the provisions of Section 362 of the Bankruptcy Code, without any application, motion or notice to, hearing before, or order from, the Bankruptcy Court, but subject to DIP Agent providing counsel to the Debtors and any Committee with five (5) business days prior notice of its intent to exercise any remedies with respect to the DIP Collateral: (i) terminate the Revolving Loan facility with respect to further Revolving Loans; (ii) reduce the Revolving Loan Commitment from time to time; (iii) declare all or any portion of the Obligations, including all or any portion of any Revolving Loan to be forthwith due and payable without presentment, demand, protest or but subject to DIP Agent providing counsel to the Debtors and any Committee with five (5) business days prior notice of its intent to exercise any remedies with respect to the DIP Collateral, further notice of any kind, all of which are expressly waived by Borrower and each other Debtor; (iv) direct any or all of the Debtors to sell or otherwise dispose of any or all of the Collateral on terms and conditions acceptable to the Administrative Agent and the Required Lenders pursuant to Sections 363, 365 and other applicable provisions of the Bankruptcy Code (and, without limiting the foregoing, direct any Debtor to assume and assign any lease or executory contract included in the Collateral to Administrative Agent's designees in accordance with and subject to Section 365 of the Bankruptcy Code), (v) enter onto the premises of any Debtor in connection with an orderly liquidation of the Collateral, (vi) declare the Commitment Termination Date or the Termination Date to have occurred or (vii) exercise any rights and remedies provided to the Administrative Agent under the Loan Documents or at law or equity, including all remedies provided under the Code; and pursuant to the Interim Order and the Final Order, the automatic stay of Section 362 of the Bankruptcy Code shall be modified and vacated to permit the Administrative Agent to exercise its remedies under this Agreement and the Loan Documents, but subject to DIP Agent providing counsel to the Debtors and any Committee with five (5) business days prior notice of its intent to exercise any remedies with respect to the DIP Collateral, without further notice, application or motion to, hearing before, or order from, the Bankruptcy Court, provided, however, notwithstanding anything to the contrary contained herein, the Administrative Agent shall be permitted to exercise any remedy in the nature of a liquidation of, or foreclosure on, any interest of the Borrower or any other Debtor in the Collateral only upon 5 days' prior written notice to the Borrower and counsel approved by the Bankruptcy Court for the Committee.

9.2. Preservation of Rights. No delay or omission of the Lenders or the Administrative Agent to exercise any right under the Loan Documents shall impair such right or be construed to be a waiver of any Default or an acquiescence therein, and the making of a Revolving Loan notwithstanding the existence of a Default or the inability of the Borrower to satisfy the conditions precedent to such Revolving Loan shall not constitute any waiver or acquiescence. Any single or partial exercise of any such right shall not preclude other or further exercise thereof or the exercise of any other right, and no waiver, amendment or other variation of the terms, conditions or provisions of the Loan Documents whatsoever shall be valid unless in writing signed by the Lenders required pursuant to Section 9.3, and then only to the extent in such writing specifically set forth. All remedies contained in the Loan Documents or by law afforded shall be cumulative and all shall be available to the Administrative Agent and the Lenders until the Obligations have been paid in full in cash.

9.3. Amendments. Subject to the provisions of this Article IX, the Required Lenders, the Administrative Agent and the Borrower may enter into agreements supplemental hereto for the purpose of adding or modifying any provisions to the Loan Documents or changing in any manner the rights of the Lenders or the Borrower hereunder or waiving any Default hereunder; provided, however, that no such supplemental agreement shall, without the consent of each Lender (which is not a defaulting Lender under the provisions of Sections 2.17 or 10.3) affected thereby:

(i) Reduce the principal amount of any Revolving Loans, or reduce the rate or extend the time of payment of interest or fees thereon; provided, however, that (a) modifications to the provisions relating to prepayments of Revolving Loans and other Obligations and (b) a waiver or other modification of the application of the default rate of interest pursuant to Section 2.10 hereof shall, in each case, only require the approval of the Required Lenders.

(ii) Reduce the percentage specified in the definition of Required Lenders or any other percentage of Lenders specified to be the applicable percentage in this Agreement to act on specified matters or amend the definitions of "Required Lenders" or "Revolving Loan Pro Rata Share".

(iii) Increase the amount of any Commitment of any Lender hereunder or increase any Lender's Revolving Loan Pro Rata Share.

(iv) Permit the Borrower to assign its rights under this Agreement.

(v) Other than pursuant to a transaction permitted by the terms of this Agreement, release any guarantor from its obligations under a Subsidiary Guaranty.

(vi) Other than pursuant to a transaction permitted by the terms of this Agreement, release all or substantially all of the collateral.

(vii) Amend this Section 9.3.

The Administrative Agent may waive payment of the fee required under Section 13.3(C) without obtaining the consent of any of the Lenders.

ARTICLE X: GENERAL PROVISIONS

10.1. Survival of Representations. All representations and warranties of the Borrower contained in this Agreement shall survive delivery of this Agreement and the making of the Revolving Loans herein contemplated so long as any principal, accrued interest, fees, or any other amount due and

payable under any Loan Document is outstanding and unpaid (other than contingent reimbursement and indemnification obligations) and so long as the Commitments have not been terminated.

10.2. Governmental Regulation. Anything contained in this Agreement to the contrary notwithstanding, no Lender shall be obligated to extend credit to the Borrower in violation of any limitation or prohibition provided by any applicable statute or regulation.

10.3. Performance of Obligations. The Borrower agrees that the Administrative Agent may, but shall have no obligation to (i) at any time, pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against any property of the Borrower to the extent the Borrower is required by the terms hereof to pay any such amount, but has not done so and (ii), after the occurrence and during the continuance of a Default, to make any other payment or perform any act required of the Borrower under any Loan Document or take any other action which the Administrative Agent in its discretion deems necessary or desirable to protect or preserve such property of the Borrower. The Administrative Agent shall use its reasonable efforts to give the Borrower notice of any action taken under this Section 10.3 prior to the taking of such action or promptly thereafter provided the failure to give such notice shall not affect the Borrower's obligations in respect thereof. The Borrower agrees to pay the Administrative Agent, upon demand, the principal amount of all funds advanced by the Administrative Agent under this Section 10.3, together with interest thereon at the rate from time to time applicable to the Revolving Loans from the date of such advance until the outstanding principal balance thereof is paid in full. If the Borrower fails to make payment in respect of any such advance under this Section 10.3 within one (1) Business Day after the date Borrower receives written demand therefor from the Administrative Agent, the Administrative Agent shall promptly notify each Lender and each Lender agrees that it shall thereupon make available to the Administrative Agent, in Dollars in immediately available funds, the amount equal to such Lender's Revolving Loan Pro Rata Share of such advance. If such funds are not made available to the Administrative Agent by such Lender within one (1) Business Day after the Administrative Agent's demand therefor, the Administrative Agent will be entitled to recover any such amount from such Lender together with interest thereon at the Federal Funds Effective Rate for each day during the period commencing on the date of such demand and ending on the date such amount is received. The failure of any Lender to make available to the Administrative Agent its Revolving Loan Pro Rata Share of any such unreimbursed advance under this Section 10.3 shall neither relieve any other Lender of its obligation hereunder to make available to the Administrative Agent such other Lender's Revolving Loan Pro Rata Share of such advance on the date such payment is to be made nor increase the obligation of any other Lender to make such payment to the Administrative Agent.

10.4. Headings. Section headings in the Loan Documents are for convenience of reference only, and shall not govern the interpretation of any of the provisions of the Loan Documents.

10.5. Entire Agreement. The Loan Documents embody the entire agreement and understanding among the Borrower, the Administrative Agent and the Lenders and supersede all prior agreements and understandings among the Borrower, the Administrative Agent and the Lenders relating to the subject matter thereof.

10.6. Several Obligations; Benefits of this Agreement. The respective obligations of the Lenders hereunder are several and not joint and no Lender shall be the partner or agent of any other Lender (except to the extent to which the Administrative Agent is authorized to act as such). The failure of any Lender to perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. This Agreement shall not be construed so as to confer any right or benefit upon any Person other than the parties to this Agreement and their respective successors and assigns.

10.7. Expenses; Indemnification.

(A) Expenses. The Borrower shall reimburse the Administrative Agent for any reasonable costs and out-of-pocket expenses (including reasonable attorneys' and paralegals' fees and time charges of attorneys and paralegals for the Administrative Agent, which attorneys and paralegals may be employees of the Administrative Agent) paid or incurred by the Administrative Agent in connection with (i) the preparation, negotiation, execution, delivery, syndication, review, amendment, modification, and administration of the Loan Documents, (ii) obtaining the approval of the Loan Documents by the Bankruptcy Court, and (iii) the preparation and review of pleadings, documents and reports related to any Chapter 11 Case and any subsequent case under Chapter 7 of the Bankruptcy Code, attendance at meetings, court hearings or conferences related to any Chapter 11 Case and any subsequent case under Chapter 7 of the Bankruptcy Code, and general monitoring of any Chapter 11 Case and any subsequent case under Chapter 7 of the Bankruptcy Code. The Borrower also agrees to reimburse the Administrative Agent and the Lenders for any reasonable costs, and out-of-pocket expenses (including reasonable attorneys' and paralegals' fees and time charges of attorneys and paralegals for the Administrative Agent and the Lenders, which attorneys and paralegals may be employees of the Administrative Agent or the Lenders) paid or incurred by the Administrative Agent or any Lender in connection with the collection of the Obligations and enforcement of the Loan Documents. Notwithstanding the foregoing, the Borrower's obligation to reimburse the Administrative Agent shall be subject to the amounts outlined in the Budget.

(B) Indemnity. The Borrower further agrees to defend, protect, indemnify, and hold harmless the Administrative Agent and each and all of the Lenders and each of their respective Affiliates, and each of such Administrative Agent's, Lender's, or Affiliate's respective officers, directors, trustees, investment advisors, employees, attorneys and agents (including, without limitation, those retained in connection with the satisfaction or attempted satisfaction of any of the conditions set forth in Article V) (collectively, the "Indemnitees") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses of any kind or nature whatsoever (including, without limitation, the fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding, whether or not such Indemnitees shall be designated a party thereto), imposed on, incurred by, or asserted against such Indemnitees in any manner relating to or arising out of:

(i) this Agreement or any of the other Loan Documents, or any act, event or transaction related or attendant thereto, the making of the Revolving Loans, the management of such Revolving Loans, the use or intended use of the proceeds of the Revolving Loans hereunder, or any of the other transactions contemplated by the Loan Documents; or

(ii) any liabilities, obligations, responsibilities, losses, damages, personal injury, death, punitive damages, economic damages, consequential damages, treble damages, intentional, willful or wanton injury, damage or threat to the environment, natural resources or public health or welfare, costs and expenses (including, without limitation, attorney, expert and consulting fees and costs of investigation, feasibility or remedial action studies), fines, penalties and monetary sanctions, interest, direct or indirect, past, present or future relating to violation of any Environmental, Health or Safety Requirements of Law arising from or in connection with the past, present or future operations of the Borrower, its Subsidiaries or any of its respective predecessors in interest, or, the past, present or future environmental, health or safety condition of any respective property of the Borrower or its Subsidiaries, the presence of asbestos-containing materials or any Contaminant at any respective property of the Borrower or its Subsidiaries or the Release or threatened Release of any Contaminant into the environment (collectively, the "Indemnified Matters");

provided, however, the Borrower shall have no obligation to an Indemnitee hereunder with respect to Indemnified Matters to the extent caused by or resulting from the willful misconduct or gross negligence of such Indemnitee with respect to the Loan Documents. If the undertaking to indemnify, pay and hold harmless set forth in the preceding sentence may be unenforceable because it is violative of any law or public policy, the Borrower shall contribute the maximum portion which it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all Indemnified Matters incurred by the Indemnitees.

(C) Waiver of Certain Claims; Settlement of Claims. The Borrower further agrees to assert no claim against any of the Indemnitees on any theory of liability seeking consequential, special, indirect, exemplary or punitive damages. No settlement shall be entered into by the Borrower or any of its Subsidiaries with respect to any claim, litigation, arbitration or other proceeding relating to or arising out of the transactions evidenced by this Agreement, the other Loan Documents unless such settlement releases all Indemnitees from any and all liability with respect thereto.

(D) Survival of Agreements. The obligations and agreements of the Borrower under this Section 10.7 and each other provision hereunder or in any other Loan Document whereby the Borrower or any of its Subsidiaries expressly agrees to reimburse or indemnify any Holder of Obligations shall survive the termination of this Agreement.

10.8. Numbers of Documents. All statements, notices, closing documents, and requests hereunder shall be furnished to the Administrative Agent with sufficient counterparts so that the Administrative Agent may furnish one to each of the Lenders.

10.9. Accounting. Except as provided to the contrary herein, all accounting terms used herein shall be interpreted and all accounting determinations hereunder shall be made in accordance with GAAP. If any changes in GAAP are hereafter required or permitted and are adopted by the Borrower or any of its Subsidiaries with the agreement of its independent certified public accountants and such changes result in a change in the method of calculation of any of the financial covenants, tests, restrictions or standards herein or in the related definitions or terms used therein ("Accounting Changes"), the parties hereto agree, at the Borrower's request, to enter into negotiations, in good faith, in order to amend such provisions in a credit neutral manner so as to reflect equitably such changes with the desired result that the criteria for evaluating the Borrower's and its Subsidiaries' financial condition shall be the same after such changes as if such changes had not been made; provided, however, until such provisions are amended in a manner reasonably satisfactory to the Administrative Agent and the Required Lenders, no Accounting Change shall be given effect in such calculations and all financial reports required to be delivered hereunder shall be prepared in accordance with GAAP without taking into account such Accounting Changes. In the event such amendment is entered into, all references in this Agreement to GAAP shall mean GAAP as of the date of such amendment.

10.10. Severability of Provisions. Any provision in any Loan Document that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of all Loan Documents are declared to be severable.

10.11. Nonliability of Lenders. The relationship between the Borrower and the Lenders and the Administrative Agent shall be solely that of borrower and lender. Neither the Administrative Agent nor any Lender shall have any fiduciary responsibilities to the Borrower. Neither the Administrative Agent nor any Lender undertakes any responsibility to the Borrower to review or inform the Borrower of any matter in connection with any phase of the Borrower's business or operations. **NO LENDER SHALL**

BE LIABLE FOR ANY DAMAGES ARISING FROM THE USE BY OTHERS OF ANY INFORMATION OR OTHER MATERIALS OBTAINED THROUGH INTRALINKS OR OTHER SIMILAR INFORMATION TRANSMISSION SYSTEMS IN CONNECTION WITH THIS AGREEMENT, NOR SHALL ANY LENDER HAVE ANY LIABILITY WITH RESPECT TO, AND THE BORROWER ON BEHALF OF ITSELF AND EACH OTHER OBLIGOR, HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ARISING OUT OF ITS ACTIVITIES IN CONNECTION HERewith OR THEREWITH (WHETHER BEFORE OR AFTER THE CLOSING DATE). The Borrower acknowledges that it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party. No joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Lenders or among the Obligors and the Lenders.

10.12. GOVERNING LAW. ANY DISPUTE BETWEEN THE BORROWER AND THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY OTHER HOLDER OF SECURED OBLIGATIONS ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THE BORROWER AND THE ADMINISTRATIVE AGENT, THE LENDERS OR ANY HOLDER OF SECURED OBLIGATIONS IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE LAWS, WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS, OF THE STATE OF DELAWARE AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA (INCLUDING THE BANKRUPTCY CODE).

10.13. CONSENT TO JURISDICTION; SERVICE OF PROCESS; JURY TRIAL.

(A) NON-EXCLUSIVE JURISDICTION. THE BORROWER, THE ADMINISTRATIVE AGENT, EACH LENDER HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY LOAN DOCUMENTS AND THE BORROWER, THE ADMINISTRATIVE AGENT, EACH LENDER HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM.

(B) SERVICE OF PROCESS. THE BORROWER WAIVES PERSONAL SERVICE OF ANY PROCESS UPON IT AND IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY WRITS, PROCESS OR SUMMONSES IN ANY SUIT, ACTION OR PROCEEDING BY THE MAILING THEREOF BY THE ADMINISTRATIVE AGENT OR THE LENDERS BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE BORROWER ADDRESSED AS PROVIDED HEREIN. NOTHING HEREIN SHALL IN ANY WAY BE DEEMED TO LIMIT THE ABILITY OF THE ADMINISTRATIVE AGENT OR THE LENDERS TO SERVE ANY SUCH WRITS, PROCESS OR SUMMONSES IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(C) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF,

CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH. EACH OF THE PARTIES HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

10.14. Contribution Rights. Each Borrower agrees that any and all claims of the Borrower against any other Borrower with respect to any Indebtedness ("Intercompany Indebtedness"), any endorser, obligor or any other guarantor of all or any part of the Obligations, or against any of its properties shall be subordinate and subject in right of payment to the prior payment, in full and in cash, of all Obligations; provided that, and not in contravention of the foregoing, so long as no Default has occurred and is continuing the Borrower may make loans to and receive payments in the ordinary course with respect to such Intercompany Indebtedness from each other Borrower to the extent permitted by the terms of this Agreement and the other Loan Documents. Notwithstanding any right of a Borrower to ask, demand, sue for, take or receive any payment from any other Borrower, all rights, liens and security interests of the Borrower, whether now or hereafter arising and howsoever existing, in any assets of any other Borrower, shall be and are subordinated to the rights of the Holders of Obligations and the Administrative Agent in those assets. The Borrower shall not have any right to possession of any such asset or to foreclose upon any such asset, whether by judicial action or otherwise, unless and until all of the Obligations (other than contingent indemnity obligations) shall have been fully paid and satisfied (in cash) and all financing arrangements pursuant to any Loan Document have been terminated. The Borrower agrees that until the Obligations (other than the contingent indemnity obligations) have been paid in full (in cash) and satisfied and all financing arrangements pursuant to any Loan Document have been terminated, the Borrower will not assign or transfer to any Person (other than the Administrative Agent) any claim the Borrower has or may have against any other Borrower.

10.15. Conflict of Terms. Except as otherwise provided in this Agreement or any of the other Loan Documents by specific reference to the applicable provisions of this Agreement, and subject to the immediately following sentence, if any provision contained in this Agreement conflicts with any provision in any of the other Loan Documents, the provision contained in this Agreement shall govern and control. NOTWITHSTANDING THE FOREGOING, IF ANY PROVISION IN THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT CONFLICTS WITH ANY PROVISION IN THE INTERIM ORDER OR FINAL ORDER, THE PROVISION IN THE INTERIM ORDER OR FINAL ORDER SHALL GOVERN AND CONTROL.

10.16. Parties Including Trustees; Bankruptcy Court Proceedings. This Agreement, the other Loan Documents, and all Liens and other rights and privileges created hereby or pursuant hereto or to any other Loan Document shall be binding upon the Borrower, each Debtor, the estate of the Borrower, and any trustee, other estate representative or any successor in interest of the Borrower in any Chapter 11 Case or any subsequent case commenced under Chapter 7 of the Bankruptcy Code, and shall not be subject to Section 365 of the Bankruptcy Code. This Agreement and the other Loan Documents shall be binding upon, and inure to the benefit of, the successors of the Administrative Agent and Lenders and their respective assigns, transferees and endorsees. The Liens created by the Bankruptcy Court pursuant to the Interim Order and the Final Order shall be and remain, subject to the orders of the Bankruptcy Court, valid and perfected in the event of the substantive consolidation or conversion of any Chapter 11 Case or any other bankruptcy case of any Debtor to a case under Chapter 7 of the Bankruptcy Code or in the event of dismissal of any Chapter 11 Case or the release of any Collateral from the jurisdiction of the Bankruptcy Court for any reason, without the necessity that Administrative Agent file financing

statements or otherwise perfect its Liens under applicable law. No Debtor may assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder or under any of the other Loan Documents without the prior express written consent of the Administrative Agent and Lenders. Any such purported assignment, transfer, hypothecation or other conveyance by any Debtor without the prior express written consent of Administrative Agent and Lenders shall be void. The terms and provisions of this Agreement are for the purpose of defining the relative rights and obligations of each Debtor, the Administrative Agent and Lenders with respect to the transactions contemplated hereby and no Person shall be a third party beneficiary of any of the terms and provisions of this Agreement or any of the other Loan Documents.

10.17. Pre-Petition Loan Documents. Borrower hereby agrees that (i) this Agreement is separate and distinct from the Pre-Petition Credit Agreement and (ii) the Pre-Petition Credit Agreement is, subject to the terms and provisions of the Plan and the orders of the Bankruptcy Court, in full force and effect. Borrower further agrees that by entering into this Agreement, Lenders do not waive any Default under the Pre-Petition Loan Documents or any of their liens, claims, priorities, rights and remedies thereunder.

10.18. USA Patriot Act Notification. The following notification is provided to the Borrower pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government of the United States of America fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each Person that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. Accordingly, when the Borrower opens an account, the Administrative Agent and the Lenders will ask for the Borrower's name, tax identification number, business address, and other information that will allow the Administrative Agent and the Lenders to identify the Borrower. The Administrative Agent and the Lenders may also ask to see the Borrower's legal organizational documents or other identifying documents.

ARTICLE XI: THE ADMINISTRATIVE AGENT

11.1. Appointment and Authority. Each of the Lenders hereby irrevocably appoints BOFK, NA d/b/a Bank of Oklahoma to act on its behalf as the Administrative Agent hereunder and under the other Loan Documents and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article XI are solely for the benefit of the Administrative Agent and the Lenders, and the Borrower shall not have rights as a third party beneficiary of any of such provisions.

11.2. Rights as a Lender. The Person serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if such Person were not the Administrative Agent hereunder and without any duty to account therefor to the Lenders.

11.3. Exculpatory Provisions. The Administrative Agent shall not have any duties or obligations except those expressly set forth herein and in the other Loan Documents. Without limiting the generality of the foregoing, the Administrative Agent:

(A) shall not be subject to any fiduciary or other implied duties, regardless of whether a Default or an Unmatured Default has occurred and is continuing;

(B) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Loan Documents), provided that the Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Administrative Agent to liability or that is contrary to any Loan Document or applicable law; and

(C) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Administrative Agent or any of its Affiliates in any capacity.

The Administrative Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as the Administrative Agent shall believe in good faith shall be necessary, under the circumstances as provided in Article IX) or (ii) in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Unmatured Default or any Default unless and until notice describing such Unmatured Default or Default is given to the Administrative Agent by the Borrower or a Lender.

The Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Unmatured Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article V or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

11.4. Reliance by Administrative Agent. The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Revolving Loan that by its terms must be fulfilled to the satisfaction of a Lender, the Administrative Agent may presume that such condition is satisfactory to such Lender unless the Administrative Agent shall have received notice to the contrary from such Lender prior to the making of such Revolving Loan. The Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

11.5. Delegation of Duties. The Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub agents appointed by the Administrative Agent. The Administrative Agent and any such sub agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The exculpatory provisions of this Article shall apply to any such sub agent and to the Related Parties of the Administrative Agent and any such sub agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

11.6. Resignation of Administrative Agent. Subject to the appointment and acceptance of a successor Administrative Agent as provided in this paragraph, the Administrative Agent may at any time give notice of its resignation to the Lenders and the Borrower. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may on behalf of the Lenders and in consultation with the Borrower appoint a successor Administrative Agent meeting the qualifications set forth above; provided that if the Administrative Agent shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents and (2) all payments, communications and determinations provided to be made by, to or through the Administrative Agent shall instead be made by or to each Lender directly, until such time as the Required Lenders appoint a successor Administrative Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Administrative Agent hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Administrative Agent, and the retiring Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided above in this Section). The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the retiring Administrative Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 10.7 shall continue in effect for the benefit of such retiring Administrative Agent, its sub agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Administrative Agent was acting as Administrative Agent.

11.7. Non-Reliance on Administrative Agent and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

11.8. Administrative Agent May File Proofs of Claim. The Administrative Agent shall be entitled and empowered, by intervention in such proceeding or otherwise,

(A) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Revolving Loans and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent hereunder) in connection with the Chapter 11 Cases; and

(B) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and its agents and counsel, and any other amounts due the Administrative Agent hereunder.

11.9. Collateral and Guaranty Matters. The Lenders irrevocably authorize the Administrative Agent, at its option and in its discretion,

(A) to release any Lien on any property granted to or held by the Administrative Agent in connection herewith (i) upon termination of the Aggregate Revolving Loan Commitments and payment in full of all Obligations (other than contingent indemnification obligations), (ii) that is sold or to be sold as part of or in connection with any sale permitted hereunder or under any other Loan Document, or (iii) subject to Section 9.3, if approved, authorized or ratified in writing by the Required Lenders; and

(B) to subordinate any Lien on any property granted to or held by the Administrative Agent under any Loan Document to the holder of any Lien on such property that is permitted by Section 7.3(C).

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release or subordinate its interest in particular types or items of property, or to release any Guarantor from its obligations under the Guaranty pursuant to this Section 11.9.

ARTICLE XII: SETOFF; RATABLE PAYMENTS

12.1. Setoff. In addition to, and without limitation of, any rights of the Lenders under applicable law, if any Default occurs and is continuing, any Indebtedness from any Lender to the Borrower (including all account balances, whether provisional or final and whether or not collected or available) may be (notwithstanding the provisions of Section 362 of the Bankruptcy Code, without any application, motion or notice to, hearing before, or order from, the Bankruptcy Court), following (5) five business days prior notice of its intent to exercise its rights to the counsel to the Borrower and any Committee, following notice to the Borrower, offset and applied toward the payment of the Obligations owing to such Lender, whether or not the Obligations, or any part hereof, shall then be due.

12.2. Ratable Payments. If any Lender, whether by setoff or otherwise, has payment made to it upon its Revolving Loans (other than payments received pursuant to Sections 2.14(E), 4.1, 4.2, 4.4 or 4.6) in a greater proportion than that received by any other Lender, such Lender agrees, promptly upon demand, to purchase a portion of the Revolving Loans held by the other Lenders so that after such

purchase each Lender will hold its ratable share of the Revolving Loans. If any Lender, whether in connection with setoff or amounts which might be subject to setoff or otherwise, receives collateral or other protection for its Obligation or such amounts which may be subject to setoff, such Lender agrees, promptly upon demand, to take such action necessary such that all Lenders share in the benefits of such collateral ratably in proportion to the obligations owing to them. In case any such payment is disturbed by legal process, or otherwise, appropriate further adjustments shall be made.

12.3. Application of Payments. Subject to the provisions of Section 9.2, the Administrative Agent shall, unless otherwise specified at the direction of the Required Lenders which direction shall be consistent with the last sentence of this Section 12.3, apply all proceeds of Collateral in the following order:

(A) first, to pay all reasonable out-of-pocket costs and expenses of the Administrative Agent incurred in connection with the collection and enforcement of the Obligations or of the security interests granted to the Administrative Agent;

(B) second, to pay interest on and then principal of any portion of the Revolving Loans which the Administrative Agent may have advanced on behalf of any Lender for which the Administrative Agent has not then been reimbursed by such Lender or the Borrower;

(C) third, to pay interest on and then principal of any advance made under Section 10.3 for which the Administrative Agent has not then been paid by the Borrower or reimbursed by the Lenders;

(D) fourth, to pay Obligations in respect of any fees, expenses, reimbursements or indemnities then due to the Administrative Agent (other than as covered by clause (A) above);

(E) fifth, to pay Obligations in respect of any fees, expenses, reimbursements or indemnities then due to the Lenders;

(F) sixth, to pay interest due in respect of Revolving Loans;

(G) seventh, to the ratable payment or prepayment of principal outstanding on Revolving Loans;

(H) eighth, to the ratable payment of all other Obligations; and

(I) ninth, to the Pre-Petition Obligations (including providing to the Pre-Petition Agent cash collateral equal to 100% of the face amount of any undrawn letter of credit issued under the Pre-Petition Credit Agreement.

The order of priority set forth in this Section 12.3 and the related provisions of this Agreement are set forth solely to determine the rights and priorities of the Administrative Agent and the Lenders. The order of priority set forth above in this Section 12.3 may at any time and from time to time be changed by the Required Lenders without necessity of notice to or consent of or approval by the Borrower, or any other Person. The order of priority set forth in clauses (A) through (D) of this Section 12.3 may be changed only with the prior written consent of the Administrative Agent.

Section 12.3 as stated herein is subject to the Capital Expenses as provided for in the Budget.

12.4. Relations Among Lenders.

(A) Except with respect to the exercise of set-off rights of any Lender in accordance with Section 12.1, the proceeds of which are applied in accordance with this Agreement, each Lender agrees that it will not take any action, nor institute any actions or proceedings, against the Borrower or any other obligor hereunder or with respect to any Loan Document, without the prior written consent of the Required Lenders or, as may be provided in this Agreement or the other Loan Documents, at the direction of the Administrative Agent.

(B) The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Administrative Agent) authorized to act for, any other Lender. The Administrative Agent shall have the exclusive right on behalf of the Lenders to enforce the payment of the principal of and interest on any Revolving Loan after the date such principal or interest has become due and payable pursuant to the terms of this Agreement.

12.5. Representations and Covenants Among Lenders. Each Lender represents and covenants for the benefit of all other Lenders and the Administrative Agent that such Lender is not satisfying and shall not satisfy any of its obligations pursuant to this Agreement with any assets considered for any purposes of ERISA or Section 4975 of the Code to be assets of or on behalf of any "plan" as defined in section 3(3) of ERISA or section 4975 of the Code, regardless of whether subject to ERISA or Section 4975 of the Code.

ARTICLE XIII: BENEFIT OF AGREEMENT; ASSIGNMENTS; PARTICIPATIONS

13.1. Successors and Assigns. The terms and provisions of the Loan Documents shall be binding upon and inure to the benefit of the Borrower, the Administrative Agent and the Lenders and their respective successors and assigns permitted hereby, except that (i) the Borrower shall not have the right to assign its rights or obligations under the Loan Documents without the prior written consent of each Lender, (ii) any assignment by any Lender must be made in compliance with Section 13.3, and (iii) any transfer by Participants must be made in compliance with Section 13.2. Any attempted assignment or transfer by any party not made in compliance with this Section 13.1 shall be null and void, unless such attempted assignment or transfer is treated as a participation in accordance with Section 13.3(B). The parties to this Agreement acknowledge that clause (ii) of this Section 13.1 relates only to absolute assignments and this Section 13.1 does not prohibit assignments creating security interests, including, without limitation, (x) any pledge or assignment by any Lender of all or any portion of its rights under this Agreement and any promissory note issued hereunder to a Federal Reserve Bank, (y) in the case of a Lender which is a Fund, any pledge or assignment of all or any portion of its rights under this Agreement and any promissory note issued hereunder to its trustee in support of its obligations to its trustee or (z) any pledge or assignment by any Lender of all or any portion of its rights under this Agreement and any promissory note issued hereunder to direct or indirect contractual counterparties in interest rate swap agreements relating to the Revolving Loans; provided, however, that no such pledge or assignment creating a security interest shall release the transferor Lender from its obligations hereunder unless and until the parties thereto have complied with the provisions of Section 13.3. The Administrative Agent may treat the Person which made any Revolving Loan or which holds any promissory note issued hereunder as the owner thereof for all purposes hereof unless and until such Person complies with Section 13.3; provided, however, that the Administrative Agent may in its discretion (but shall not be required to) follow instructions from the Person which made any Revolving Loan or which holds any promissory note issued hereunder to direct payments relating to such Revolving Loan or promissory note issued hereunder to another Person. Any assignee of the rights to any Revolving Loan or any promissory note issued hereunder agrees by acceptance of such assignment to be bound by all the terms and provisions of the Loan Documents. Any request, authority or consent of any Person, who at the time of making such

request or giving such authority or consent is the owner of the rights to any Revolving Loan (whether or not a promissory note has been issued hereunder in evidence thereof), shall be conclusive and binding on any subsequent holder or assignee of the rights to such Revolving Loan.

13.2. Participations.

(A) Permitted Participants; Effect. Any Lender may at any time sell to one or more banks or other entities ("Participants") participating interests in any Obligations or Revolving Loans owing to such Lender, any promissory note issued hereunder held by such Lender, any Commitment of such Lender or any other interest of such Lender under the Loan Documents. In the event of any such sale by a Lender of participating interests to a Participant, such Lender's obligations under the Loan Documents shall remain unchanged, such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations, such Lender shall remain the owner of the Obligations or Revolving Loans owing to such Lender and the holder of any promissory note issued to it hereunder in evidence thereof for all purposes under the Loan Documents, all amounts payable by the Borrower under this Agreement shall be determined as if such Lender had not sold such participating interests, and the Borrower and the Administrative Agent shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under the Loan Documents.

(B) Voting Rights. Each Lender shall retain the sole right to approve, without the consent of any Participant, any amendment, modification or waiver of any provision of the Loan Documents other than any amendment, modification or waiver with respect to any Revolving Loan or Commitment in which such Participant has an interest which would require consent of all of the Lenders pursuant to the terms of Section 9.3(i), (ii) or (iv).

(C) Benefit of Certain Provisions. The Borrower agrees that each Participant shall be deemed to have the right of setoff provided in Section 12.1 in respect of its participating interest in amounts owing under the Loan Documents to the same extent as if the amount of its participating interest were owing directly to it as a Lender under the Loan Documents, provided that each Lender shall retain the right of setoff provided in Section 12.1 with respect to the amount of participating interests sold to each Participant. The Lenders agree to share with each Participant, and each Participant, by exercising the right of setoff provided in Section 12.1, agrees to share with each Lender, any amount received pursuant to the exercise of its right of setoff, such amounts to be shared in accordance with Section 12.2 as if each Participant were a Lender. The Borrower further agrees that each Participant shall be entitled to the benefits of Article IV to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 13.3, provided that (i) a Participant shall not be entitled to receive any greater payment under Article IV than the Lender who sold the participating interest to such Participant would have received had it retained such interest for its own account, unless the sale of such interest to such Participant is made with the prior written consent of the Borrower and (ii) any Participant not incorporated under the laws of the United States of America or any State thereof agrees to comply with the provisions of Article IV to the same extent as if it were a Lender.

13.3. Assignments.

(A) Permitted Assignments. Any Lender may at any time assign to one or more banks or other entities ("Purchasers") all of its rights and obligations under the Loan Documents with the consent of the Administrative Agent. Such assignment shall be evidenced by an agreement acceptable to the Administrative Agent. Each such assignment with respect to a Purchaser which is not a Lender, an Affiliate of a Lender or an Approved Fund shall, unless otherwise consented to in writing by the Administrative Agent and, so long as no Default has occurred and is continuing, the Borrower, either be in an amount equal to the entire applicable Commitment of, and Obligations owing to, the assigning Lender or (unless each of the Borrower and the Administrative Agent otherwise consents) be in an aggregate amount equal to the entire applicable Commitment and Obligations held by such Lender hereunder. The amount of the assignment shall be based on the Commitment and Obligations subject to the assignment, determined as of the date of such assignment or as of the "Trade Date," if the "Trade Date" is specified in the related assignment agreement.

(B) Consents. The consent of the Administrative Agent shall be required prior to an assignment becoming effective unless the Purchaser is a Lender, an Affiliate of a Lender or an Approved Fund. Any consent required under this Section 13.3(B) shall not be unreasonably withheld or delayed.

(C) Effect; Effective Date. Upon (i) delivery to the Administrative Agent of an assignment agreement, together with any consents required by Sections 13.3(A) and 13.3(B), and (ii) payment of a \$3,500 fee to the Administrative Agent for processing such assignment (unless such fee is waived by the Administrative Agent or unless such assignment is made to such assigning Lender's Affiliate), such assignment shall become effective on the effective date specified in such assignment. The assignment agreement shall contain a representation and warranty by the Purchaser to the effect that none of the funds, money, assets or other consideration used to make the purchase and assumption of the applicable Commitment and Obligations under the applicable assignment agreement constitutes "plan assets" as defined under ERISA and that the rights, benefits and interests of the Purchaser in and under the Loan Documents will not be "plan assets" under ERISA. On and after the effective date of such assignment, such Purchaser shall for all purposes be a Lender party to this Agreement and any other Loan Document executed by or on behalf of the Lenders and shall have all the rights, benefits and obligations of a Lender under the Loan Documents, to the same extent as if it were an original party thereto, and the transferor Lender shall be released with respect to the applicable Commitment and Obligations assigned to such Purchaser without any further consent or action by the Borrower, the Lenders or the Administrative Agent. In the case of an assignment covering all of the assigning Lender's rights, benefits and obligations under this Agreement, such Lender shall cease to be a Lender hereunder but shall continue to be entitled to the benefits of, and subject to, those provisions of this Agreement and the other Loan Documents which survive payment of the Obligations and termination of the Loan Documents. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this Section 13.3 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 13.2. Upon the consummation of any assignment to a Purchaser pursuant to this Section 13.3(C), the transferor Lender, the Administrative Agent and the Borrower shall, if the transferor Lender or the Purchaser desires that its Revolving Loans be evidenced by promissory notes, make appropriate arrangements so that, upon cancellation and surrender to the Borrower of the previously issued promissory notes (if any) held by the transferor Lender, new promissory notes issued hereunder or, as appropriate, replacement promissory notes are issued to such transferor Lender, if applicable, and new promissory notes or, as appropriate, replacement promissory notes, are issued to such Purchaser, in each case in principal amounts reflecting their respective Commitments (or, if the Commitment Termination Date has occurred, their respective Obligations), as adjusted pursuant to such assignment.

(D) The Register. The Administrative Agent, acting solely for this purpose as an Administrative Agent of the Borrower (and the Borrower hereby designates the Administrative Agent to act in such capacity), shall maintain at one of its offices in Tulsa, Oklahoma a copy of each Assignment and Assumption delivered to it and a register (the "Register") for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of and interest on the Revolving Loans owing to, each Lender pursuant to the terms hereof from time to time and whether such Lender is an original Lender or assignee of another Lender pursuant to an assignment under this Section 13.3. The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

13.4. Confidentiality. Subject to Section 13.5, the Administrative Agent and the Lenders and their respective representatives shall hold all confidential information obtained pursuant to the requirements of this Agreement and the other Loan Documents and identified as such by the Borrower in accordance with such Person's customary procedures for handling confidential information of this nature and in accordance with safe and sound commercial lending or investment practices and in any event may make disclosure reasonably required by a prospective Transferee in connection with the contemplated participation or assignment or as required or requested by any Governmental Authority or any securities exchange or similar self-regulatory organization or representative thereof or pursuant to a regulatory examination or legal process, or to any direct or indirect contractual counterparty in swap agreements or such contractual counterparty's professional advisor, and shall require any such Transferee to agree (and require any of its Transferees to agree) to comply with this Section 13.4. In no event shall the Administrative Agent or any Lender be obligated or required to return any materials furnished by the Borrower; provided, however, each prospective Transferee shall be required to agree that if it does not become a participant or assignee it shall return all materials furnished to it by or on behalf of the Borrower in connection with this Agreement and the other Loan Documents.

13.5. Dissemination of Information. The Borrower authorizes each Lender to disclose to any Participant or Purchaser or any other Person acquiring an interest in the Loan Documents by operation of law (each a "Transferee") and any prospective Transferee any and all information in such Lender's possession concerning the Borrower and its Subsidiaries; provided that prior to any such disclosure, such prospective Transferee shall agree to preserve in accordance with Section 13.4 the confidentiality of any confidential information described therein.

13.6. Tax Certifications. If any interest in any Loan Document is transferred to any Transferee which is not incorporated under the laws of the United States or any State thereof, the transferor Lender shall cause such Transferee, concurrently with the effectiveness of such transfer, to comply with the provisions of Section 2.14(E) and Article IV.

ARTICLE XIV: NOTICES

14.1. Notices; Effectiveness; Electronic Communication

(A) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier as follows:

(i) if to the Borrower, at its address or telecopier number set forth on the signature page hereof; with a copy to counsel to the Borrower, at: Richards, Layton & Finger, PA, Attn: Daniel J. DeFranceschi, 920 North King Street, Wilmington, Delaware 19801 (telecopier: 302-651-7701);

(ii) if to the Administrative Agent, at its address or telecopier number set forth on Schedule 14.1 hereof; and

(iii) if to a Lender, to it at its address (or telecopier number) set forth in its Administrative Questionnaire.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in paragraph (B) below, shall be effective as provided in said paragraph (B).

(B) Electronic Communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and internet or intranet websites) pursuant to procedures approved by the Administrative Agent or as otherwise determined by the Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent or the Borrower may, in its respective discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it or as it otherwise determines, provided that such determination or approval may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not given during the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

14.2. Change of Address. Each of the Borrower and the Administrative Agent may change the address for service of notice upon it by a notice in writing to the other parties hereto, including, without limitation, each Lender. Each Lender may change the address for service of notice upon it by a notice in writing to the Borrower and the Administrative Agent.

ARTICLE XV: COUNTERPARTS; ELECTRONIC EXECUTION

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The words "execution," "signed," "signature," and words of like import in any assignment agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature

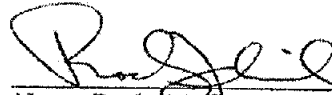
or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, or any other state laws based on the Uniform Electronic Transactions Act.

[Remainder of This Page Intentionally Blank]

IN WITNESS WHEREOF, the Borrower, the Lenders and the Administrative Agent have executed this Agreement as of the date first above written.

Blitz U.S.A. Inc., as Borrower

By:



Name: Rocky Flick

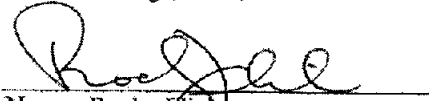
Title: President and Chief Executive
Officer

Address: 404 26th Ave. NW
Miami, OK 74354
Attention: James King
Telephone No.: (918) 540-5121
Email.: JKing@blitzusa.com

SIGNATURE PAGE TO SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT
AGREEMENT

LAM 2011 Holdings, LLC, as Borrower

By:



Name: Rocky Flick

Title: President and Chief Executive
Officer

Address: 404 26th Ave. NW
Miami, OK 74354
Attention: James King
Telephone No.: (918) 540-5121
Facsimile No.: JKing@blitzusa.com

SIGNATURE PAGE TO SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT
AGREEMENT

**Blitz Acquisition Holdings, Inc., as
Borrower**

By: 


Name: Rocky Flick

Title: President and Chief Executive
Officer

Address: 404 26th Ave. NW
Miami, OK 74354
Attention: James King
Telephone No.: (918) 540-5121
Email.: JKing@blitzusa.com

SIGNATURE PAGE TO SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT
AGREEMENT

Blitz Acquisition, LLC, as Borrower

By: 
Name: Rocky Flick
Title: President and Chief Executive Officer

Address: 404 26th Ave. NW
Miami, OK 74354
Attention: James King
Telephone No.: (918) 540-5121
Email: jking@blitzusa.com

SIGNATURE PAGE TO SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT
AGREEMENT

Blitz RE Holdings, LLC, as Borrower

By:




Name: Rocky Klick

Title: President and Chief Executive
Officer

Address: 404 26th Ave. NW
Miami, OK 74354
Attention: James King
Telephone No.: (918) 540-5121
Email: jking@blitzusa.com

SIGNATURE PAGE TO SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT
AGREEMENT

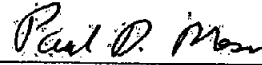
F3 Brands LLC, as Borrower

By: 
Name: Grant Kernan
Title: President

Address: 404 26th Ave. NW
Miami, OK 74354
Attention: James King
Telephone No.: (918) 540-5121
Email: JKing@blitzusa.com

BOKE, NA d/b/a Bank of Oklahoma,
as Administrative Agent

By:



Name: Paul D. Mesmer

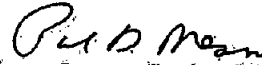
Title: Senior Vice President

Address: PO Box 2300, Tulsa, OK 74192

Attention: Paul Mesmer
Telephone No.: 918.588.6491
Facsimile No.: 918.624.5315

BOKE, NA d/b/a Bank of Oklahoma,
as a Lender

By:



Name: Paul D. Mesmer

Title: Senior Vice President

Address: P O Box 2300, Tulsa, OK 74192

Attention: Paul Mesmer
Telephone No.: 918.588.6491
Facsimile No.: 918.624.5315

SIGNATURE PAGE TO SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT
AGREEMENT

The F&M Bank & Trust Company, as a Lender

By: 

Name: Joel Mattson

Title: Second Vice President

Address: 1330 S Harvard Ave, Tulsa, OK 74112

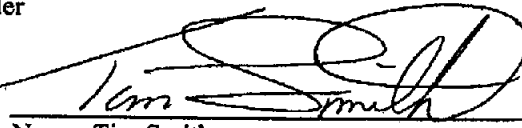
Attention: Joel Mattson

Telephone No.: 918-748-4257

Facsimile No.: 918-748-7114

**Citizens Security Bank and Trust Company, as a
Lender**

By:



Name: Tim Smith

Title: Chief Credit Officer

Address: 14801 S. Memorial, Bixby, OK 74008

Attention: Tim Smith

Telephone No.: 918-366-1914

Facsimile No.: 918-366-1437

**EXHIBIT A
TO
SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

COMMITMENTS

<u>Lender</u>	<u>Revolving Loan Pro Rata Share</u>	<u>Revolving Loan Commitment</u>
BOKF, NA	66.406971%	\$3,320,348.57
Citizens Security Bank and Trust Company	16.969697%	\$848,484.85
The F&M Bank & Trust Company	16.623332%	\$831,166.58
Total	100%	\$5,000,000

EXHIBIT B
TO
SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

FORM OF BORROWING NOTICE

TO: BOKF, NA d/b/a Bank of Oklahoma, as the "**Administrative Agent**" under that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement dated as of November 28, 2011 by and among Blitz U.S.A., Inc., LAM 2011 Holdings, LLC, Blitz Acquisition Holdings, Inc., Blitz Acquisition, LLC, Blitz RE Holdings, LLC and F3 Brands LLC, each as a debtor-in-possession under Chapter 11 of the Bankruptcy Code and each, jointly and severally, as the Borrower hereunder (collectively referred to therein as the "**Borrower**" or "**Debtors**"), the institutions from time to time parties thereto as Lenders, (the "**Lenders**") and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

The undersigned hereby gives to the Administrative Agent a Borrowing Notice pursuant to Section 2.7 of the Credit Agreement, and hereby requests to borrow on _____, ____ (the "**Borrowing Date**") an aggregate principal amount of \$_____ in Revolving Loans.

The undersigned requests that the above described borrowing have an Interest Period of [three (3)] months.

The Revolving Credit Availability before giving effect to the requested Revolving Loans is \$[_____].

The undersigned hereby certifies to the Administrative Agent and the Lenders that all of the conditions set forth in Section 5.1 and 2 of the Credit Agreement have been satisfied and, that insufficient cash collateral is available to the Borrower or any other Debtor.

[Insert language for disbursement instructions per Section 2.1(c)]

Unless otherwise defined herein, terms defined in the Credit Agreement shall have the same meanings in this Borrowing Notice.

Dated: _____, ____

[Signatures From Each Borrower]

**EXHIBIT C
TO
SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT
INITIAL BUDGET**

[ATTACHED]

Budget for 11/11 and 12/11

OPERATING CASH INFLOWS	11/30/11	12/31/11
Net Sales	4,330,025	5,785,288
Beginning A/R	14,740,712	11,546,732
Less: Ending A/R	11,546,732	11,570,576
Source / (Use) AR	3,193,980	(23,844)
Total Cash Inflows	<u>7,524,005</u>	<u>5,761,444</u>
OPERATING CASH OUTFLOWS		
Total COGS	3,576,314	4,015,258
Total G&A	1,238,778	1,251,005
Total Sales Expense	417,052	514,662
Total Operating Costs	5,232,144	5,780,925
Depreciation / Amortization Add Back	(728,301)	(728,586)
Beginning Inventory	9,071,924	8,877,044
Ending Inventory	8,877,044	9,613,507
(Source) / Use Inventory	(194,880)	736,463
Beginning Prepaid Expense	2,663,928	2,348,260
Ending Prepaid Expense	2,348,260	2,157,584
(Source) / Use Prepaid Expense	(315,668)	(190,676)
Beginning Accounts Payable	5,554,742	6,799,664
Ending Accounts Payable	6,799,664	7,167,867
(Source) / Use Account Payable	(1,244,922)	(368,203)
Beginning Accrued Expenses & Other	8,419,436	8,542,748
Ending Accrued Expenses & Other	8,542,748	8,666,060
(Source) / Use Expenses & Other	(123,312)	(123,312)
Total Operating Cash Outflows	<u>2,625,061</u>	<u>5,106,611</u>
Non Operating Outflows		
Total Cap Ex	37,333	45,267
Interest Expense	127,400	136,602
Account Analysis Fees	2,000	2,000
Board Fees	10,000	10,000
Restructuring fees-Debtors		
Restructuring fees - Secured Lenders		
Restructuring fees-Unsecured Creditors Committee		
US Trustee Fee		13,000
Transaction Fee	75,000	
Total Non-Operating Outflows	<u>251,733</u>	<u>206,869</u>
NET CASH FLOW	<u>4,647,211</u>	<u>447,964</u>

EXHIBIT D
TO
SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT
FORM OF OFFICER'S CERTIFICATE

EXHIBIT D

OFFICER'S CERTIFICATE

I, the undersigned, hereby certify to the "Administrative Agent" and the "Lenders" (each as defined below) that I am the _____ of Blitz U.S.A., Inc., LAM 2011 Holdings, LLC, Blitz Acquisition Holdings, Inc., Blitz Acquisition, LLC, Blitz RE Holdings, LLC and F3 Brands LLC, each as a debtor-in-possession under Chapter 11 of the Bankruptcy Code and each, jointly and severally, as the Borrower hereunder (collectively referred to herein as the "**Borrower**"). Capitalized terms used herein and not otherwise defined herein are as defined in that certain Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement dated as of November 28, 2011 by and among the Borrower, the institutions from time to time parties thereto as Lenders (the "**Lenders**") and BOKF, NA d/b/a Bank of Oklahoma as the "**Administrative Agent**" (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"). Capitalized terms used herein shall have the meanings set forth in the Credit Agreement.

I further certify to the Administrative Agent and the Lenders, as such officer and not individually, that, pursuant to Section 7.1(A)(iii) of the Credit Agreement, as of the date hereof:

1. No Default or Unmatured Default exists [other than the following (describe the nature of the Default or Unmatured Default and the status thereof)].
2. The representations and warranties of the Borrower contained in Article VI of the Credit Agreement are true and correct in all material respects on and as of the date of this Certificate to the same extent as though made on and as of the date hereof, except to the extent such representations and warranties relate to an earlier date, in which case, such representations and warranties shall have been true and correct on and as of such earlier date.

IN WITNESS WHEREOF, I hereby subscribe my name on behalf of the Borrower on this ____ day of _____, 200_.

EXHIBIT E
TO
SENIOR SECURED, SUPER-PRIORITY DEBTOR-IN-POSSESSION CREDIT AGREEMENT

FORM OF REVOLVING LOAN NOTE

[DATE]

Blitz U.S.A., Inc., LAM 2011 Holdings, LLC, Blitz Acquisition Holdings, Inc., Blitz Acquisition, LLC, Blitz RE Holdings, LLC and F3 Brands LLC, each as a debtor-in-possession under Chapter 11 of the Bankruptcy Code and each, jointly and severally, as the Borrower hereunder (collectively referred to herein as the "**Borrower**"), promises to pay to the order of _____ (the "**Lender**") the aggregate unpaid principal amount of all Revolving Loans made by the Lender to the Borrower pursuant to Article II of the Credit Agreement identified and defined below. Such payments shall be made in immediately available funds on the dates and at the offices of Bank of America, N.A., as Administrative Agent, specified in the Credit Agreement, together with interest on the unpaid principal amount hereof at the rates and on the dates determined in accordance with the Credit Agreement. The Borrower shall pay the principal of (together with the accrued and unpaid interest) on the Revolving Loans in full on the Revolving Loan Termination Date and as otherwise set forth in the Credit Agreement.

The Lender shall, and is hereby authorized to, record on the schedule attached hereto, or otherwise record in accordance with its usual practice, the date and amount of each Revolving Loan and the date and amount of each principal payment hereunder.

This Revolving Loan Note (this "**Note**") is one of the promissory notes issued pursuant to, and is entitled to the benefits of, the Senior Secured, Super-Priority Debtor-In-Possession Credit Agreement dated as of November 28, 2011 by and among the Borrower, the institutions from time to time parties thereto as Lenders and BOKF, NA d/b/a Bank of Oklahoma as the "**Administrative Agent**" (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), to which reference is hereby made for a statement of the terms and conditions governing this Note, including the terms and conditions under which this Note may be prepaid or its maturity date accelerated. Each capitalized term used herein and not defined herein shall have the meaning ascribed thereto in the Credit Agreement. The Credit Agreement, among other things, provides for the making of "Revolving Loans" by the Lender to the Borrower from time to time in an aggregate amount not to exceed at any time outstanding such Lender's Revolving Loan Commitment.

This Note is secured by the Collateral.

The Borrower hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

This Note shall be governed by, and construed in accordance with, the laws of the State of Delaware, but giving effect to applicable federal laws.

[Signature block of each Borrower]

Schedule 1.1.1

Permitted Existing Indebtedness

1. Any Indebtedness under the Pre-Petition Loan Documents.

Schedule 1.1.2

Permitted Existing Investments

See also Schedule 1.1.1

1. Security deposits and bonds held by the Company in the normal course of business.
2. Bank accounts maintained with various financial institutions.

Schedule 1.1.3

Permitted Existing Liens

[Attached]

SCHEDULE 1.1.3

Permitted Existing Liens

JURISDICTION AND SEARCHED THRU	FILING TYPE	FILE NUMBER & DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Secretary of State Delaware, searched thru 10/7/11	UCC	20074000450 10/1/07	Blitz Acquisition, LLC 2400 Industrial Parkway Miami, OK 74354	Bank of Oklahoma, N.A., as Administrative Agent One Williams Center Tulsa, OK 74192	Blanket Lien.
Secretary of State Delaware, searched thru 10/7/11	AMEND	20080737245 2/29/08	Blitz Acquisition, LLC 2400 Industrial Parkway Miami, OK 74354	Bank of Oklahoma, N.A., as Administrative Agent One Williams Center Tulsa, OK 74192	Amendment of Collateral Description. Includes the entire interest of the Debtor in and to the Issuer, all rights and benefits re any agreement, all rights to payments arising from any sale, transfer or other disposition of Membership Interests and all proceeds.
Secretary of State Delaware, searched thru 10/7/11	AMEND	20112027293	Blitz Acquisition, LLC 2400 Industrial Parkway Miami, OK 74354	BOKF, NA, d/b/a Bank of Oklahoma One Williams Center Tulsa, OK 74192	Amendment of Financing Statement 20074000450 restating collateral. All right, title and interest.
Secretary of State Delaware, searched thru 10/7/11	FTL		Blitz Acquisition, LLC 2400 Industrial Parkway Miami, OK 74354		CLEAR.
Secretary of State Delaware, searched thru 10/7/11	UCC	20074371505 10/1/07	Blitz Re Holdings, LLC 2400 Industrial Parkway Miami, OK 74354	Bank of Oklahoma, N.A., as Administrative Agent One Williams Center Tulsa, OK 74192	Blanket Lien.
Secretary of State Delaware, searched thru 10/7/11	AMEND	20112026469	Blitz Re Holdings, LLC 2400 Industrial Parkway Miami, OK 74354	BKF, NA, d/b/a Bank of Oklahoma One Williams Center Tulsa, OK 74192	Blanket Lien.
Secretary of State Delaware, searched thru 10/7/11	FTL		Blitz Re Holdings, LLC 2400 Industrial Parkway Miami, OK 74354		CLEAR.
Secretary of State Delaware, searched thru 10/7/11	UCC	20073999223 10/1/07	Blitz Acquisition Holdings, Inc. 2400 Industrial Parkway Miami, OK 74354	Bank of Oklahoma, N.A., as Administrative Agent One Williams Center Tulsa, OK 74192	Entire interest, debtor's rights and benefits under any agreement, debtor's right to payment arising from any sale, transfer or other disposition of the Membership Interests and all proceeds.
Secretary of State Delaware, searched thru 10/7/11	FTL		Blitz Acquisition		CLEAR.

UCC-UCC AMEND-Amendment
STL- State Tax Lien
CONT-continuation
TERM- Termination
FTL-Federal Tax Lien
FIX- Fixture Lien
JL-Judgment Lien
ML- Mechanic Lien

FED LIT- Federal Litigation
LOCAL LIT- Local Litigation
BANK- Bankruptcy

JURISDICTION AND SEARCHED THRU searched thru 10/7/11	FILING TYPE	FILE NUMBER & DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
Secretary of State Delaware, searched thru 10/7/11			Holdings, Inc. 2400 Industrial Parkway Miami, OK 74354		
Secretary of State Delaware, searched thru 10/7/11	UCC	20112025982	F3 Brands LLC 404 26 th Avenue NW Miami, OK 74354	BOKF, NA DBA Bank of Oklahoma One Williams Center Bank of Oklahoma Tower, 8 th Floor Tulsa, OK 74172	Blanket Lien.
Secretary of State Delaware, searched thru 10/7/11	FTL		F3 Brands LLC 404 26 th Avenue NW Miami, OK 74354		CLEAR.
County Clerk Oklahoma, searched thru 10/6/11	UCC	N0003008 4/2/99	Blitz U.S.A., Inc. 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, N.A. P.O. Box 2300 Tulsa, OK 74192-2300	All equipment of Debtor listed within Exhibit A, including all substitutions, replacement, and accessories thereto, and all replacements or space parts and attachments therefor, and all equipment inventory and other goods acquired with the proceeds thereof.
County Clerk Oklahoma, searched thru 10/6/11	CONT	2003015057427 12/19/03	Blitz U.S.A., Inc. 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, N.A. P.O. Box 2300 Tulsa, OK 74192-2300	Continuation of Financing Statement N0003008.
County Clerk Oklahoma, searched thru 10/6/11	CONT	E2008012519937 11/4/08	Blitz U.S.A., Inc. 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, N.A. P.O. Box 2300 Tulsa, OK 74192-2300	Continuation of Financing Statement N0003008.
County Clerk Oklahoma, searched thru 10/6/11	UCC	N0003009 4/2/99	Blitz U.S.A., Inc. 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, N.A. P.O. Box 2300 Tulsa, OK 74192-2300	All equipment of Debtor listed within Exhibit A, including all substitutions, replacement, and accessories thereto, and all replacements or space parts and attachments therefor, and all equipment inventory and other goods acquired with the proceeds thereof.
County Clerk Oklahoma, searched thru 10/6/11	CONT	2003015057326 12/19/03	Blitz U.S.A., Inc. 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, N.A. P.O. Box 2300 Tulsa, OK 74192-2300	Continuation of Financing Statement N0003009.
County Clerk Oklahoma, searched thru 10/6/11	CONT	E2008012519836 11/4/08	Blitz USA Inc. 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, N.A. P.O. Box 2300 Tulsa, OK 74192-2300	Continuation of Financing Statement N0003009.
County Clerk Oklahoma, searched thru 10/6/11	UCC	N0005159 7/6/99	Blitz U.S.A., Inc. 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, National Association P.O. Box 2300	All inventory of goods, merchandise, supplies, materials, raw materials, all accounts, contract rights, general

UCC-UCC AMEND-Amendment CONT-continuation TERM-Termination FTL-Federal Tax Lien FIX-Fixture Lien JL-Judgment Lien ML-Mechanic Lien
STL-State Tax Lien FED LIT- Federal Litigation LOCAL LIT- Local Litigation BANK-Bankruptcy

JURISDICTION AND SEARCHED THRU	FILING TYPE	FILE NUMBER & DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
				Tulsa, OK 74192-2300	intangibles, documents arising out of sale of good or products, all money, proceeds and collection arising from and sale, lease or disposition of any part of property, all proceeds and replacements of any and all goods.
County Clerk Oklahoma, searched thru 10/6/11	CONT	2004003193426 3/17/04	Blitz U.S.A., Inc. 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, N.A. P.O. Box 2300 Tulsa, OK 74192-2300	Continuation of Financing Statement N00051599.
County Clerk Oklahoma, searched thru 10/6/11	CONT	E2009003092025 3/31/09	Blitz USA Inc. 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, N.A. P.O. Box 2300 Tulsa, OK 74192-2300	Continuation of Financing Statement N00051599.
County Clerk Oklahoma, searched thru 10/6/11	UCC	N0008820 12/23/99	Blitz, U.S.A., Inc. 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, N.A. P.O. Box 2300 Tulsa, OK 74192-2300	All equipment, all fixtures, all ledgers, journals, books, records, sales memoranda, contracts, partnership agreement, joint venture agreements, data or papers evidencing or relating to the items or types of collateral and all products and proceeds of and all replacements, additions or substitutions.
County Clerk Oklahoma, searched thru 10/6/11	CONT	2004009866742 8/11/04	Blitz U.S.A., Inc. 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, N.A. P.O. Box 2300 Tulsa, OK 74192-2300	Continuation of Financing Statement N0008820.
County Clerk Oklahoma, searched thru 10/6/11	AMEND	2006001967132 2/17/06	Blitz U.S.A., Inc. 404 26th Avenue Miami, OK 74354	Bank of Oklahoma P.O. Box 2300 Tulsa, OK 74192-2300	Amendment of Financing Statement N0008820 amending the release of two machines.
County Clerk Oklahoma, searched thru 10/6/11	CONT	2009008250834 12/27/99	Blitz USA Inc 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, N.A. P.O. Box 2300 Tulsa, OK 74192-2300	Continuation of Financing Statement N0008820.
County Clerk Oklahoma, searched thru 10/6/11	UCC	0063957 12/27/99	Blitz USA, Inc. 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, N.A. P.O. Box 2300 Tulsa, OK 74192-2300	A Beckum Blow Molding Machine SN#BM-704DS and a Tangential Feed Granulator Grinder and all equipment hereinafter acquired, all additions, accession and substitutions thereto and therefor, and all accessories, parts and equipment now or hereafter affixed thereto or used in connection therewith, and all equipment and other goods acquired with the proceeds thereof.

UCC-UCC AMEND-Amendment CONT-continuation TERM-Termination FTL-Federal Tax Lien FIX-Fixture Lien JL-Judgment Lien ML-Mechanic Lien
STL-State Tax Lien FED LIT- Federal Litigation LOCAL LIT- Local Litigation BANK- Bankruptcy

JURISDICTION AND SEARCHED THRU	FILING TYPE	FILE NUMBER & DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
County Clerk Oklahoma, searched thru 10/6/11	CONT	2004009866843 8/11/04	Blitz, U.S.A., Inc. 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, N.A. P.O. Box 2300 Tulsa, OK 74192-2300	Continuation of Financing Statement 0063957.
County Clerk Oklahoma, searched thru 10/6/11	CONT	2009008251532 8/17/09	Blitz U.S.A., Inc. 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, N.A. P.O. Box 2300 Tulsa, OK 74192-2300	Continuation of Financing Statement 0063957.
County Clerk Oklahoma, searched thru 10/6/11	UCC	2003013666128 11/14/03	Blitz U.S.A., Inc. 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, N.A. P.O. Box 2300 Tulsa, OK 74192-2300	Original File #422 filed 3-26-99 with Ottawa Co., OK. The referenced Pre-effective-date financing statement remains effective. all equipment listed within Exhibit A, all inventory and other goods acquired with the proceeds thereof.
County Clerk Oklahoma, searched thru 10/6/11	CONT	E2008010448027 9/10/2008	Blitz USA Inc 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, N.A. P.O. Box 2300 Tulsa, OK 74192-2300	Continuation of Financing Statement 2003013666128.
County Clerk Oklahoma, searched thru 10/6/11	UCC	2003013666229 11/14/03	Blitz U.S.A., Inc. 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, N.A. P.O. Box 2300 Tulsa, OK 74192-2300	Original File #421 filed 3-26-99 with Ottawa Co., OK. The referenced Pre-effective-date financing statement remains effective. all equipment listed within Exhibit A, all inventory and other goods acquired with the proceeds thereof.
County Clerk Oklahoma, searched thru 10/6/11	CONT	E2008010448128 9/10/08	Blitz USA Inc 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, N.A. P.O. Box 2300 Tulsa, OK 74192-2300	Continuation of Financing Statement 2003013666229.
County Clerk Oklahoma, searched thru 10/6/11	UCC	2004009866944 8/11/04	Blitz, U.S.A., Inc. 404 26th Avenue Miami, OK 74354	Bank of Oklahoma, N.A. P.O. Box 2300 Tulsa, OK 74192-2300	Original File #1444 filed 12-22-99 in Ottawa Co., OK. The referenced Pre-effective-date financing statement remains effective. A Bekum Blow Molding Machine SN#BM-704DS and a Tangential Deed Granulator Grinder and all equipment hereinafter acquired, all additions, accession and substitutions thereto and therefor, and all accessories, parts and equipment now or hereafter affixed thereto or used in connection therewith; and all equipment and other goods acquired with the proceeds thereof.
County Clerk Oklahoma, searched thru 10/6/11	CONT	E2009003984035 4/23/09	Blitz USA Inc 404 26th Avenue	Bank of Oklahoma, N.A. P.O. Box 2300	Continuation of Financing Statement 2004009866944.

UCC-UCC AMEND-AMENDMENT CONT-continuation TERM- Termination FTL-Federal Tax Lien FIX- Fixture Lien JL-Judgment Lien ML- Mechanic Lien
STL- State Tax Lien FED LIT- Federal Litigation LOCAL LIT- Local Litigation BANK- Bankruptcy

JURISDICTION AND SEARCHED THRU	FILING TYPE	FILE NUMBER & DATE	DEBTOR	SECURED PARTY	COLLATERAL DESCRIPTION
County Clerk Oklahoma, searched thru 10/6/11	UCC	E2007011495231 9/24/07	Miami, OK 74354 Blitz U.S.A., Inc. 2400 Industrial Parkway Miami, OK 74354	Tulsa, OK 74192-2300 Bank of Oklahoma, N.A., as Administrative Agent One Williams Center Tulsa, OK 74192	Blanket Lien.
County Clerk Oklahoma, searched thru 10/6/11	AMEND	20110531020518880	Blitz U.S.A., Inc. 2400 Industrial Parkway Miami, OK 74354	BOKF, NA., d/b/a Bank of Oklahoma P.O. Box 2300 Tulsa, OK 74102-2300	Amendment of Financing Statement E2007011495231 restating collateral.
County Clerk Oklahoma, searched thru 10/6/11	UCC	2008003117224 3/18/08	Blitz USA 404 26th Ave. NW Miami, OK 74354	Negri Bossi USA, Inc. Fed Tax ID# 76-0718909 210 Executive Drive #3 Neward, DE 19702	Negri Bossi USA Plastic Injection Molding Machine and all accessories. Model: Cambio V160-610 S/N 123-104 Cambio V480-2850 S/N 120-163 Cambio V480-2850 S/N 120-152 Cambio V480-2850 S/N 120-160 Cambio V700-6500 S/N 80-202
County Clerk Oklahoma, searched thru 10/6/11	UCC	E2008014156128 12/29/08	Blitz USA, Inc. 404 26th Avenue Miami, OK 74354	Citibank, N.A. 388 Greenwich Street 25th Floor Mail Drip 7 New York, NY 10013	All right, title and interest of Blitz. USA, Inc., all accounts and other forms of obligations owing to supplier by Autozone, Inc. and all collections thereon and proceeds thereof.
County Clerk Oklahoma, searched thru 10/6/11	AMEND	20091210020164820 12/10/09	Blitz USA, Inc. 404 26th Avenue Miami, OK 74354	Citibank, N.A. 388 Greenwich Street 25th Floor Mail Drip 7 New York, NY 10013	Amendment of Financing Statement E2008014156128 amending the restated collateral. All right, title and interest.
County Clerk Oklahoma, searched thru 10/6/11	UCC	E2009007579342 7/28/09	Blitz U.S.A., Inc. 404 26th Avenue Miami, OK 74354	JPMorgan Chase Bank, N.A. 300 S. riverside Plaza Chicago, IL 60670	All accounts receivable which arise out of the sale of good and services, all proceeds and all rights under any acknowledgment.
County Clerk Oklahoma, searched thru 10/6/11	UCC	20110602020533560	Blitz U.S.A., Inc. 404 26th Avenue Miami, OK 74354	Toyota Motor Credit Corporation P.O. Box 3457 Torrance, CA 90510-3457	Lease of specifically listed Toyota Forklifts, Batteries and Chargers.
County Clerk Oklahoma, searched thru 10/6/11	UCC	20110615020579510	Blitz U.S.A., Inc. 404 26th Avenue NW Miami, OK 74354	Unisource Worldwide Inc. 660 Governors Lake Parkway Norcross, GA 30071	PMSI in Unisource Loveshaw LDR2
County Clerk Oklahoma, searched thru 10/6/11	FTL		Blitz U.S.A., Inc. 404 26th Avenue Miami, OK 74354		CLEAR.

UCC-UCC AMEND-Amendment CONT-continuation TERM-Termination FTL-Federal Tax Lien FIX-Fixture Lien JL-Judgment Lien ML-Mechanic Lien
 STL-State Tax Lien FED LIT- Federal Litigation LOCAL LIT- Local Litigation BANK-Bankruptcy

Schedule 6.7

Litigation

[Attached]

Case No.	Plaintiff(s)/Claimant(s)	Defendant(s)	Date of Alleged Injury	Date Filed	Venue & Case No.	Case Status	Trial Date
1	Carmen Lopez and Santiago Rosa, Guardians Ad Litem for Jesus Santiago Rosa, Carmen Lopez and Santiago Rosa in their own right, and Jesus Santiago Rosa, in his own right	MNSP Services Corp. d/b/a Olden Avenue Exxon & Tigermart; PSE&G Services Corp., Rheem Manufacturing Co., Chase Manhattan Bank, John Doe Mortgage Lender Home Inspector, John Doe Installation Co., John Doe Retailer, John Does #1-10, and ABC Corporations #1-10	9/25/2002	10/27/2008	Mercer County, NJ State Court, No. MER-L-2500-C18	Settlement Waiting Court Approval	None
2	David Montgomery, Individually and as Guardian at Litem of Michael Dean Montgomery, a Minor	Blitz U.S.A., Inc. and Blitz Acquisitions LLC	6/20/2002	5/6/2011	USDC for the Southern District of California, No. 3:11-CV0999	Discovery ongoing, no deadline set	None
3	Landon Beadore, by and through his parents, Paul Beadore and Melissa Weeks, and Melissa Weeks, and Paul Beadors, Individually	Stewart's Shops Corp., A.O. Smith Corp., Central Hudson Gas & Electric Corp., C.H. Energy Group, Inc., and Blitz U.S.A., Inc.	9/16/2003	8/29/2006	Saratoga County, NY State Court; Complaint Index No. 20062122	Discovery ongoing, no deadline set	None
4	Christopher Bosse	Blitz U.S.A., Inc., Blitz Acquisitions, LLC, Texas Land and Lakes, Inc., and Bob Martin, d/b/a E-Tex Underwater Services	3/10/2007	2/20/2009	Gregg County TX State Court; Cause No. 2009-372-A	Discovery closed	12/12/2011
5	Miguel Barrera, Individually and as Personal Representative of the Estate of Sixalfredo Barrera	Wal-Mart Stores, Inc. and Maria Alvarado	8/15/2007	7/28/2009	Lea County, NM State Court, No. CV-2009-04375	Discovery ongoing, no deadline set	None
6	Chad Funchess	Blitz, U.S.A., Inc., Palmetto Distributors of Orangeburg, LLC, Express Lane, LLC, Joseph E. Carroll, and Foley's, Inc.	8/15/2007	7/31/2009	Court of Common Pleas for Orangeburg County, SC; C/A # 2009CP3801257	Discovery closed	12/5/2011
7	Randall Johnson	Richard Jardine, Robert Jardine, John P. Sullivan, RIO STEERE, LLC, Hurricane Bar & Grill, Ford Motor Company and Blitz U.S.A., Inc.	11/9/2007	11/6/2009	San Diego State Court, CA; Case No. 37-2009-00061581-CU-PO-NC	Discovery ongoing, no deadline set	None
8	Jerry C. Barnett and Daniel R. Fulton	Blitz U.S.A., Inc. and Wal-Mart Stores East, LP	12/30/2007	11/19/2010	USDC for the Southern District of Mississippi, Case # 3:10-cv-00676-0356	Discovery closes April 17, 2012, No. 3:09-cv-	10/1/2012
9	Christopher Boling and Holly Coleman Boling	Blitz U.S.A., Inc.	5/23/2008	5/19/2009	USDC for the Western District of Kentucky, No. 1:09-cv-67	Discovery closed	3/5/2012
10	Jasmine Alexis Ballew, a minor, by and through her Guardian ad Litem, Karen Britt Peeler and Jasmine Ballew	Blitz U.S.A., Inc., Wal-Mart Stores, Inc., Wal-Mart Stores East, LP, and Deborah Jean Ballew	7/17/2008	2/10/2010	Gaston County, NC State Court; 10-CVS-691	Discovery ongoing, no deadline set	None
11	Dennies Thornton, a minor, by and through his next friend and father, David Thornton	Blitz U.S.A., Inc., Kinderhook Industries, LLC and Ronney Orso	1/18/2009	12/29/2009	Circuit Court of Mobile County, AL; CV# 09-902481	Discovery closes Nov. 30, 2011	3/26/2012

12	Jessica Fenn and Jeremiah Fenn, Sr., individually and on behalf of their deceased son and daughter, Jeremiah Fenn, Jr. and Ja'El Fenn	A.O. Smith Corp., Blitz U.S.A., Inc., American Water Heater Co., Rheem Manufacturing Co., Lawson Investments, LLC, Lawson Industries, Inc., and Jason Lawson	7/24/2009	7/19/2011	Superior Court Dougherty County, GA; Civil Action No. 11	Discovery ongoing, no deadline set	None
13	Tillman, Donald	Blitz U.S.A., Inc.	3/6/2009	4/14/2011	Anderson County State Court, SC; Civil Action No. 11-CP-04-01200	Discovery ongoing, no deadline set	None
14	Freeland, Kaylee, a minor	Atmos Energy Corporation, Rheem Manufacturing Co., Glenn Hurst, Marsha Hurst, and Blitz U.S.A., Inc.	11/20/2009	5/12/2011	Mercer Circuit State Court, Kentucky; Civil Action No. 10-CI-00437	Discovery ongoing, no deadline set	None
15	Tabitha Alexson as Natural Guardian and Next Friend for Ethan Grooms	Blitz U.S.A., Inc. and Kinderhook Industries, LLC	12/6/2009	4/25/2011	USDC South Carolina; 4:11-cv-01327	Discovery closes March 16, 2012	6/1/2012
16	Dylan J. Trevino, a minor, suing by his Next Friend and Guardian, Diana Trevino, and Diana Trevino, individually	Blitz U.S.A., Inc., LAM 2011 Holdings, LLC, f/k/a Blitz Holdings, LLC; Kinderhook Capital Fund II, L.P.; Blitz Acquisition Holdings, Inc.; Blitz Acquisition LLC; and Blitz RE Holdings, LLC	12/23/2009	12/21/2010	USDC for the Middle District of Tennessee, No. 1:10-cv-00115	Discovery closes Feb. 24, 2012	7/24/2012
17	Robert Jacoby	Blitz U.S.A., Inc., Wal-Mart Stores, Inc., and Discovery Plastics, L.L.C.	12/5/2010	8/13/2010	USDC for the District of Oregon, No. 1:10-cv-03075	Discovery stayed pending mediation.	4/3/2012
18	Karen Gueniot-Kornegay, individually, and on Behalf of All of the Wrongful Death Beneficiaries of Matthew Dylan Kornegay	Blitz U.S.A., Inc., Wal-Mart Stores, Inc., and Discovery Plastics, L.L.C.	3/5/2010	8/5/2010	USDC for the Southern District of Mississippi, No. 3:10-cv-429	Discovery closes June 1, 2012	11/5/2012
19	Robyn Smith, for Devan VanBrunt, a Minor, by his mother and natural guardian	Blitz U.S.A., Inc., Wal-Mart Stores, Inc., Wal-Mart Stores East, LP, and Wal-Mart Stores East, Inc.	4/11/2010	6/14/2011	District Court of Clay County, Minnesota, No. 0:11-cv-01771	Discovery ongoing, no deadline set	None
20	Kenneth and Pam Crouch, individually and as Next Friends of Brooke Crough, a minor	Blitz U.S.A., Inc.	12/18/2009	7/29/2011	USDC for the Eastern District of Texas, No. 5:11-cv-00150	No discovery deadline set; experts due March 16, 2012	None

21	Mary Jo Pierce for B.P., a minor, by his Mother and Natural Guardian	Blitz U.S.A., Inc. and Western Industries, Inc.	8/15/2009	7/29/2011	USDC for the Southern District of Indiana, No. 1:11-cv-01022	Discovery ongoing, no deadline set	None
22	State Farm Lloyds, as subrogee of Eric and Tammy Balch	A.O. Smith Corp., State Industries, Inc., and Blitz U.S.A., Inc.	7/17/2010	2/23/2011	USDC for the Western District of Texas, No. 6:10-cv-00284	Discovery closes Nov. 28, 2011	1/17/2012
23	Richard L. Yim, Jr.	Wal-Mart Stores, Inc.	1/5/2010	7/28/2011	USDC Eastern District of Missouri, No. 4:11-cv-01578	Discovery ongoing, no deadline set	None
24	Christopher Droney	Blitz U.S.A., Inc., Kinderhook Industries, LLC, Wal-Mart Stores, Inc., Wal-Mart Stores East LP, and Wal-Mart Stores East, Inc.	12/12/2010	4/19/2011	USDC South Carolina, No. 6:11-cv-01320-TMC	Discovery closes July 30, 2012	4/4/2012
25	Ronald Mills	Blitz U.S.A., Inc.	12/30/2010	4/26/2011	USDC for the District of South Carolina, No. 9:11-cv-02207	Discovery closes April 9, 2012	None
26	Kenneth Ward and Curtis Ward	Blitz U.S.A., Inc., Kinderhook Industries, LLC, Wal-Mart Stores, Inc., Wal-Mart Stores East LP, and Wal-Mart Stores East, Inc.	1/11/2011	3/8/2011	USDC Middle District of Georgia, No. 1:11-cv-00039	Discovery closes June 4, 2012	10/1/2012
27	Kelly Pye, as the Personal Representative of the Estate of Cory Alan Stahl	Blitz U.S.A. Inc.	12/4/2010	7/14/2011	USDC for the District of South Carolina, No. 2:11-cv-02193	Discovery closes Sept. 28, 2012	6/25/2012
28	Sherri Purvis Individually and as Next Friend and Natural Guardian for James C. Purvis	Blitz U.S.A., Inc., Wal-Mart Stores, Inc., Wal-Mart Stores East LP, and Wal-Mart Stores East, Inc.	1/15/2011	7/15/2011	USDC Middle District of Georgia, No. 7:11-cv-00111	Discovery ongoing, no deadline set	None

29	Wanda Ferguson as the Personal Representative of the Estate of Jim Ferguson	Blitz U.S.A., Inc.	11/23/2010	7/14/2011	USDC South Carolina (Beaufort); No. 9:11-cv-02207	Discovery closes Oct. 26, 2012	6/25/2012
30	Amanda Burch, individually and as Next Friend and Natural Guardian for Timothy Burch	Blitz U.S.A., Inc., Wal-Mart Stores, Inc., Wal-Mart Stores East LP, and Wal-Mart Stores East, Inc.	9/27/2010	7/15/2011	USDC Southern District of Georgia; No. 5:11-cv-00084	Discovery closes May 13, 2012	None
31	Percy Wilson as Personal Representative of the Estate of Marshall Wilson	Blitz U.S.A., Inc.	1/22/2011	9/2/2011	USDC Northern District of Florida; No. 3:11-cv-00496	Discovery ongoing, no deadline set	None
32	Wade Guilford	Blitz U.S.A., Inc., Wal-Mart Stores, Inc., Wal-Mart Stores East LP, and Wal-Mart Stores East, Inc.	1/21/2011	9/6/2011	USDC Northern District of Florida; No. 5:11-cv-00336	Discovery ongoing, no deadline set	None
33	Dorsey McClelland and Scott Feldman	Blitz U.S.A., Inc.	2/25/2011	9/6/2011	USDC Northern District of Florida; No. 5:11-cv-00335	Discovery ongoing, no deadline set	None
34	Caroline Joyner as Personal Representative of the Estate of Jacob Austin Joyner	Blitz U.S.A., Inc.	1/15/2011	9/2/2011	USDC Northern District of Florida; No. 5:11-cv-00334	Discovery ongoing, no deadline set	None
35	Cheryl Edgill, individually and as Personal Representative of the Estate of Alina Gloryal-Shara	Blitz U.S.A., Inc.	9/19/2010	9/23/2011	Circuit Court of Macomb County, MI; Case No. 11-3990-NO	Discovery ongoing, no deadline set	None
36	Lori Shickel, both individually and as Mother and Next Friend of Jordan Shickel, a Minor	Blitz U.S.A., Inc.; LAM 2011 Holdings, LLC, f/k/a Blitz Holdings, LLC; Kinderhook Capital Fund II, L.P.; Blitz Acquisition Holdings, Inc.; Blitz Acquisition, LLC; Blitz RE Holdings, LLC; F3 Brands, LLC; Wal-Mart Stores, Inc.; Wal-Mart Stores East, Inc.; and Wal-Mart Stores East, L.P.	10/22/2009	10/10/2001	USDC for the Central District of Illinois, 3:11-cv-03380	Not yet established	None
37	Rene Green, individually and as Heir of Jonathan Edward Brody Green	Blitz U.S.A., Inc.	N/A	N/A	United States Court of Appeals Fifth Circuit - No. 11-40386	Briefing complete	None
38	David Calder, individually and as Father and Guardian of HMP, A Deceased Minor	Blitz U.S.A., Inc.	12/28/2005	6/11/2007 NOA: 3/9/2011	United States Court of Appeals for the Tenth Circuit - No. 07-cv-00387	Briefing complete	1/19/2012
39	In re: Moore-Handley, Inc., et al. James G. Henderson, Trustee	Blitz U.S.A., Inc.	N/A	7/19/2011	United States Bankruptcy Court for the Northern District of Alabama, Southern Division - BKR: 09-04198-TBB-7		None
40	McShawn Moore as the Next Friend of Michael S. White, Jr., a minor,	Bradford White Corporation J&T Homes, L.L.C., Allied Air Enterprises, Inc. and Blitz USA, Inc.	5/28/2008	12/15/2009	Adv. Pro. No.: 11-00251-TBB Circuit Court of Cook County, Illinois County Department, Law Division, No. 2009 L 4436	Settlement Waiting Court Approval	None

41	William Melvin	BLITZ U.S.A., INC.; LAM 2011 HOLDINGS, LLC; K/a BLITZ HOLDINGS, LLC; KINDERHOOK INDUSTRIES, LLC; KINDERHOOK CAPITAL FUND II, L.P.; BLITZ ACQUISITION HOLDINGS, INC.; BLITZ ACQUISITION, LLC; DISCOVERY PLASTICS, LLC, F3 BRANDS, LLC; WAL-MART STORES, INC.; WAL-MART STORES EAST, INC.; WAL-MART STORES EAST, L.P.; and BLITZ RE HOLDINGS, LLC;	12/11/2009	11/10/2011	USDC for Middle District of Florida, Tampa Division, 8:11-cv-2542-T-24TGW	Not yet established	None
42	Majd Al-Shara	Blitz USA, Inc.; LAM 2011 Holdings, LLC; Kinderhook Industries, LLC; Kinderhook Capital Fund, II, L.P; Blitz Acquisition Holdings, Inc.; Blitz Acquisition, LLC; Blitz RE Holdings, LLC; F3 Brands, LLC; Wal-Mart Stores, Inc.; Wal-Mart Stores East, LP	9/19/2010	11/9/2011	USDC for the Eastern District of Michigan, 2:11-cv-14954-PDB-PJK	Not yet established	None

Schedule 6.8

Subsidiaries

Reliance Products Holdings, Inc.
Reliance Products, Inc.
Moll PlastiCrafters, Inc.
Renaissance Plastics, Inc.
Reliance Products Limited Partnership

Schedule 14.1

Notice Address for the Administrative Agent

Administrative Agent's Office

(for payments and Requests for Revolving Loans):

BOKF, NA d/b/a Bank of Oklahoma

P.O. Box 2300

Tulsa, Oklahoma 74192

Attention: Paul Mesmer

Telephone: (918) 588-6491

Electronic Mail: pmesmer@bokf.com

Wire instructions:

BOKF, NA Tulsa, OK

Account No.: GL1140518-9980

ABA No: 103900036

Ref: Loan Payments -- Blitz- Customer Number 20030648

EXHIBIT "B" APPROVED BUDGET

Blitz USA, Inc.
13 Week Forecast - Consolidated
(\$)

Week	1	2	3	4	5	6	7	8	9	10	11	12	13	13 Week Total
Week Ending	11/12/2011	11/19/2011	11/26/2011	12/3/2011	12/10/2011	12/17/2011	12/24/2011	12/31/2011	1/7/2012	1/14/2012	1/21/2012	1/28/2012	2/4/2012	
Cash Receipts	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	
AR Collections ¹	\$ 1,654,356	\$ 1,642,650	\$ 1,243,216	\$ 1,638,535	\$ 1,464,713	\$ 906,908	\$ 957,767	\$ 922,482	\$ 1,089,236	\$ 1,089,236	\$ 1,089,236	\$ 1,089,236	\$ 1,089,236	\$ 15,876,806
Total Cash Receipts	1,654,356	1,642,650	1,243,216	1,638,535	1,464,713	906,908	957,767	922,482	1,089,236	1,089,236	1,089,236	1,089,236	1,089,236	15,876,806
Disbursements														
Payroll & Taxes	156,000	227,000	156,000	156,000	156,000	156,000	227,000	156,000	156,000	156,000	227,000	156,000	156,000	2,241,000
Benefits	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	79,500	1,033,500
Raw Material Payments ²	212,317	212,317	212,317	212,317	707,724	707,724	707,724	707,724	707,724	707,724	707,724	707,724	707,724	7,218,784
All Other ³	-	-	120,000	223,846	223,846	223,846	223,846	223,846	223,846	223,846	223,846	223,846	223,846	2,358,465
Subtotal	447,817	518,817	567,817	671,664	1,167,070	1,167,070	1,238,070	1,167,070	1,167,070	1,167,070	1,238,070	1,167,070	1,167,070	12,851,749
Note Payments ⁴	-	-	120,000	-	-	-	-	120,000	-	-	-	-	120,000	360,000
Revolver	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Product Liability	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring Fees - Debtor	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Restructuring Fees - Creditor	-	-	-	-	-	-	-	450,000	-	-	-	-	450,000	900,000
US Trustee Fee	-	-	-	-	-	-	-	50,000	-	-	-	-	50,000	100,000
Capital Purchases	-	217,747	-	-	145,176	-	-	13,000	-	-	-	-	-	362,923
Total Disbursements	447,817	736,564	687,817	671,664	1,312,246	1,167,070	1,238,070	1,800,070	1,167,070	1,167,070	1,238,070	1,167,070	1,787,070	14,587,672
Projected Change in Cash	1,206,539	906,086	555,399	966,871	152,467	(260,162)	(280,303)	(877,588)	(77,835)	(77,835)	(148,835)	(77,835)	(697,835)	1,289,134
CASH, beginning of period	647,403	1,853,942	2,760,028	3,315,427	4,282,298	4,434,765	4,174,602	3,894,299	3,016,710	2,938,876	2,861,041	2,712,207	2,634,372	647,403
CASH, end of period	\$ 1,853,942	\$ 2,760,028	\$ 3,315,427	\$ 4,282,298	\$ 4,434,765	\$ 4,174,602	\$ 3,894,299	\$ 3,016,710	\$ 2,938,876	\$ 2,861,041	\$ 2,712,207	\$ 2,634,372	\$ 1,936,537	\$ 1,936,537

¹Projecting a 5% decline in revenues beginning after the filing (collections 60 days later) as large, single source retailers move to expand their supply base to competitors

²Company will have the benefit of the stay for approximately 28 days (terms will be reduced from 38 days to 28 days) with the exception of critical vendors which we estimate to be 30% of the current accounts payable

³Company will have the benefit of the stay for 30 days but will be required to post a utilities deposit of \$120,000 30 days following the filing and an additional \$200,000 for other emergency deposits within one week of the filing.

⁴Limited to the payment of interest

EXHIBIT C "PROFESSIONAL FEE BUDGET"

Blitz USA, Inc. & F3 Brands, LLC

Estimated Professional Fee Budget

(\$'s)

	November 2011	December 2011	January 2012	February 2012	March 2012	April 2012	May 2012	June 2012
Debtor - Fees & Expenses								
Richards, Layton & Finger	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000
Zolfo Cooper	190,000	190,000	190,000	190,000	190,000	190,000	190,000	190,000
KCC	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Others ¹	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Total	450,000	450,000	450,000	450,000	450,000	450,000	450,000	450,000
UCC - Fees & Expenses								
Legal Counsel	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
FTI	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
Total	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
Grand Total	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000

¹ Any unused balance from Others will be added to the Richards, Layton & Finger monthly line item