

**ORIGINAL**

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

**In re:****BLITZ U.S.A., Inc., *et al.*,<sup>1</sup>****Debtors.****) Chapter 11****) Case No. 11-13603 (PJW)****) Re: Docket Nos. 14, 132 & 553**

**EMERGENCY INTERIM ORDER PURSUANT TO  
SECTIONS 105, 361, 362 AND 363 OF THE BANKRUPTCY CODE  
GRANTING THE DEBTORS' EMERGENCY MOTION FOR (I) CONTINUED  
USE OF CASH COLLATERAL THROUGH EXTENDED MATURITY DATE  
AND GRANTING ADEQUATE PROTECTION AND (II) APPROVING  
STIPULATION BETWEEN THE DEBTORS AND PREPETITION LENDERS**

Upon the emergency motion (the "Motion"), of the above-captioned debtors and debtors in possession (the "Debtors") for entry of an order (i) authorizing the Debtors to use Cash Collateral<sup>2</sup> through the Extended Maturity Date and granting adequate protection therefor, and (ii) approving the Stipulation between the Debtors and the Prepetition Lenders and Prepetition Agent; the Court finding that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), and (iii) notice of the Motion was sufficient under the circumstances and that no other or further notice need be provided; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that the relief sought in the Motion is in the best interests of the Debtors and their estates; and the

<sup>1</sup> 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 MiamiOK LLC (f/k/a F3 Brands LLC) (2604). The location of the Debtors' corporate headquarters and the Debtors' service address is: 404 26th Ave. NW Miami, OK 74354.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Stipulation attached thereto as Exhibit A.



Prepetition Lenders having consented to the relief requested in the Motion; and after due deliberation and sufficient cause appearing therefor; it is hereby ORDERED that

1. The Motion is granted.
2. The Stipulation is approved.
3. The Debtors may use Cash Collateral, on an emergency basis during the period commencing on June 30, 2012 through the final hearing on the Motion, in accordance with the terms, conditions and limitations of the Stipulation, including the Extended Budget attached to the Stipulation as Exhibit A. The Debtors shall supplement the Extended Budget on a monthly basis through the Extended Maturity Date and shall provide the Prepetition Agent, Prepetition Lenders and counsel to the Official Committee of Unsecured Creditors (the "Committee") with copies of any Extended Budgets. Nothing in this Order or the Stipulation shall impair the Committee's rights to file an objection and be heard by the Court on shortened notice on any issues relating to such Extended Budgets. Subject to the amounts set forth in the Extended Budget, the Debtors shall be authorized to use Cash Collateral to satisfy (i) all ordinary course, postpetition administrative expense claims incurred from the Petition Date through and including the cessation of the Debtors' operations on July 31, 2012, regardless of whether such administrative expense claims are asserted prior to July 31, 2012, and (ii) all postpetition administrative expense claims incurred subsequent to July 31, 2012 through the Extended Maturity Date.
4. On or before June 30, 2012, the Debtors shall pay the Prepetition Lenders \$5 million in available cash (all of which constitutes Cash Collateral of the Prepetition Lenders), which payment shall be used to reduce the outstanding principal balance under the Prepetition Credit Facility.

5. The Prepetition Agents and the Prepetition Lenders are entitled, pursuant to sections 105, 361 and 363 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. As adequate protection, the Prepetition Agent the Prepetition Lenders shall be granted the following:

(a) To the extent of any diminution in value of the Prepetition Collateral, 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 (as defined in the Final Order), but not against or from actions commenced under chapter 5 of the Bankruptcy Code or the proceeds thereof (the “Avoidance Actions”). Notwithstanding the foregoing, the Adequate Protection Claims shall be subordinate and subject to the Carve-Out Expenses.

(b) To the extent of any diminution in value of the Prepetition Collateral, as additional adequate protection, the Prepetition Lenders are hereby granted (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. For the avoidance of doubt, the Adequate Protection Liens granted herein shall not attach to, or be secured by, the Avoidance Actions or the proceeds thereof.

(c) As additional adequate protection, during the period until the Extended 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 of no more than \$50,000 per month computed on a cumulative basis, after notice to the Office of the United States Trustee (the "U.S. Trustee") and the Official Committee of Unsecured Creditors (the "Committee") and an opportunity to object as provided in Paragraph 12 of the Final Order; 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) 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 the Stipulation and this 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.

6. A final hearing on the Motion shall take place before this Court on July 17, 2012 at 9:30a m. (EDT). Objections to the Motion, if any, shall be filed prior to 4:00 p.m. (EDT) on July 10, 2012.

7. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order; and it is further

8. This Court retains jurisdiction with respect to all matters arising from or related to implementing this Order.

Dated: June 29 2012  
Wilmington, Delaware

  
\_\_\_\_\_  
THE HONORABLE PETER J. WALSH  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit A**

**(Stipulation)**

In re: )  
 ) Chapter 11  
 )  
 BLITZ U.S.A., Inc., *et al.*,<sup>1</sup> ) Case No. 11-13603 (PJW)  
 )  
 Debtors. ) Re: Docket Nos. 14 and 132  
 )

WHEREAS, on November 9, 2011 (the “Petition Date”), Blitz U.S.A., Inc. (“Blitz U.S.A.”), MiamiOK LLC (f/k/a 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”), commenced the above-captioned cases (the “Chapter 11 Cases”) by filing petitions under title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Court”); and

WHEREAS, as of the Petition Date, certain of the Debtors had 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., 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

<sup>1</sup> 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 MiamiOK LLC (f/k/a F3 Brands LLC) (2604). The location of the Debtors' corporate headquarters and the Debtors' service address is: 404 26th Ave. NW Miami, OK 74354.

"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, the "Prepetition Credit Facility"), which consisted of a \$15 million revolving note facility, including a letter of credit facility, and a \$20 million term note facility; and

WHEREAS, as more fully set forth in the Prepetition Credit Agreement and related loan documents, 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 in substantially all of the Prepetition Borrowers' and Prepetition Guarantors' assets (the "Prepetition Collateral"), subject only to Permitted Liens (as defined in the Prepetition Credit Agreement); and

WHEREAS, on November 9, 2011, the Debtors filed a motion (the "DIP Motion") seeking the entry of interim and final orders authorizing the Debtors to, among other things, (i) 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 (as amended, supplemented, restated or otherwise modified from time to time, the "DIP Financing Agreement") among the Debtors, BOKF, NA d/b/a Bank of Oklahoma, as agent (the "DIP Agent"), and the lenders identified therein (the "DIP Lenders"); (ii) grant the DIP Agent and DIP Lenders liens on and security interests in substantially all of the Debtors' assets, as set forth in the DIP Financing Agreement, and superpriority administrative expense claims; (iii) use the Prepetition Lenders' Cash Collateral (as defined in section 363(a) of the Bankruptcy Code); and (iv) provide the Prepetition Agent and Prepetition Lenders with adequate protection for any diminution in value of the Prepetition Collateral; and



WHEREAS, on November 10, 2011 and December 12, 2011, respectively, the Court entered interim [Docket No. 40] and final orders [Docket No. 132] (the "Final Order")<sup>2</sup> granting the relief requested in the DIP Motion (as modified therein); and

WHEREAS, the Final Order authorized the Debtors' use of Cash Collateral during the period from the Petition Date through and including the "Maturity Date,"<sup>3</sup> in accordance with the terms, conditions, and limitations set forth in the DIP Financing Agreement and an approved budget, which was attached to the Final Order as Exhibit "B" (the "Approved Budget"); and

WHEREAS, the "Maturity Date" under the Final Order (or Scheduled Termination Date, as such term is used in the DIP Financing Agreement") is currently June 30, 2012; and

WHEREAS, the Debtors' Board of Directors has determined, in the exercise of its business judgment, that it is in the best interests of the Debtors' estates to conduct an orderly sale process, pursuant to section 363(b) of the Bankruptcy Code, in order to maximize the value received for the Debtors' remaining assets; and

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<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings given to them in the Final Order.

<sup>3</sup> The term "Maturity Date" is not defined in the Final Order. Footnote 2 of the Final Order provides that "[u]nless otherwise defined, capitalized terms used herein shall have the meanings ascribed to them in the DIP Financing Agreement." The term "Maturity Date", however, is not defined in the DIP Financing Agreement. Section 2.1(a) of the DIP Financing Agreement, however, does provide for the provision of the DIP Financing Facility "from and including the Closing Date and prior to the Termination Date." The "Termination Date" is defined as the "earlier of (a) the Commitment Termination Date, and (b) the date of termination of the Revolving Loan Commitment pursuant to Section 9.1." Section 9.1 of the DIP Financing Agreement provides that, upon the occurrence of a "Default", the DIP Agent may declare the Commitment Termination Date or the Termination Date to have occurred. The DIP Agent has not declared a "Default" to date, nor has it given notice that the Commitment Termination Date or Termination Date has occurred. The "Commitment Termination Date" is defined as "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." "Scheduled Termination Date" is the only definition relevant to the current circumstances and is defined to mean "June 30, 2012, or such later date as may be agreed upon in writing among the Borrower, the Administrative Agent and the Lenders." Accordingly, for purposes of this Stipulation, "Maturity Date", as used in the Final Order, shall mean the Scheduled Termination Date under the DIP Financing Agreement.

WHEREAS, the Debtors require continued use of Cash Collateral beyond June 30, 2012 in order to fund, among other things, the Debtors' cash requirements for working capital and general corporate needs throughout the sale process: and

WHEREAS, the Debtors, the Prepetition Agent and the Prepetition Lenders have reached agreement regarding the Debtors' continued use of Cash Collateral through the earlier of (i) September 30, 2012 and (ii) the consummation of a sale or sales of substantially all of the Debtors' assets, subject to the terms, conditions and limitations of this Stipulation;

NOW, THEREFORE, IT IS HEREBY AGREED THAT:

1. The Debtors are authorized to use Cash Collateral during the period from July 1, 2012 through the earlier of (i) September 30, 2012 and (ii) the consummation of a sale or sales of substantially all of the Prepetition Collateral (the "Extended Maturity Date"), in accordance with the terms, conditions, and limitations of this Stipulation, including the extended cash flow budget attached hereto as Exhibit "A" (the "Extended Budget").<sup>4</sup>

2. On or before June 30, 2012, the Debtors shall pay the Prepetition Lenders \$5 million in available cash (all of which constitutes Cash Collateral of the Prepetition Lenders), which payment shall be used to reduce the outstanding principal balance under the Prepetition Credit Facility.

3. Pursuant to section 7.4(c) of the Prepetition Credit Facility, after an event of default, a pro rata portion of all payments or collections received must be used to cash collateralize outstanding letters of credit. Therefore the Prepetition Agent has set aside collected receipts for this purpose. Four letters of credit were issued and outstanding as of the Petition

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<sup>4</sup> The Debtors have agreed to provide the Prepetition Agent and Prepetition Lenders with budgets on a monthly basis through the Extended Maturity Date, which will be subject to the Prepetition Agent's and the Prepetition Lenders' review and approval. Accordingly, the Extended Budget attached hereto is limited to the month of July 2012 and will be supplemented on a monthly basis through the Extended Maturity Date.

Date. One letter of credit has subsequently been drawn. Three will mature and be drawn by July 31, 2012. The total outstanding in letters of credit at this time is \$4,312,302.21. The Prepetition Agent has the sum of \$1,576,062.69 on hand as cash collateral for the letters of credit. Debtors and the Prepetition Lenders have agreed, and the Court hereby authorizes, that such cash collateral may be applied to offset the letter of credit obligations as they are drawn upon, with the remainder of the letter of credit balance converting to outstanding debt under the Prepetition Credit Facility.

4. The Prepetition Agent and the Prepetition Lenders are entitled, pursuant to sections 105, 361 and 363 of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral, including Cash Collateral, in an amount equal to any diminution in value of the Prepetition Collateral. As adequate protection, the Prepetition Agent the Prepetition Lenders shall be granted the following:

(a) To the extent of any diminution in value of the Prepetition Collateral, 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 (as defined in the Final Order), but not against or from actions commenced under chapter 5 of the Bankruptcy Code or the proceeds thereof. Notwithstanding the foregoing, the Adequate Protection Claims shall be subordinate and subject to the Carve-Out Expenses.

(b) To the extent of any diminution in value of the Prepetition Collateral, as additional adequate protection, the Prepetition Lenders are hereby granted (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 the Carve-Out Expenses.

(c) As additional adequate protection, during the period until the Extended 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 of no more than \$50,000 per month computed on a cumulative basis, after notice to the Office of the United States Trustee (the "U.S. Trustee") and the Official Committee of Unsecured Creditors (the "Committee") and an opportunity to object as provided in Paragraph 12 of the Final Order; 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) 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 Stipulation and the order approving the same (the "Approval 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.

5. The liens and claims of the Prepetition Agent and the Prepetition Lenders, including, but not limited to, the Adequate Protections Claims and the Adequate Protection Liens, 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 for the period

of the Petition Date through and including June 30, 2012 consistent with the accrual budget for professional fees attached as Exhibit "C" to the Final Order (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 "Original Professional Fee Allocation")), regardless of when such amounts are allowed and authorized to be paid; (ii) allowed, accrued, but unpaid professional fees of the Debtors and the Committee for the period of July 1, 2012 through and including the Extended Maturity Date consistent with the accrual budget for professional fees attached as Exhibit "B" to this Stipulation (the "Revised 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 and the Committee, respectively, in the Revised Professional Fee Budget (the "Revised Fee Allocation"),<sup>5</sup> regardless of when such amounts are allowed and authorized to be paid; (iii) fees payable to the U.S. Trustee pursuant to 28 U.S.C. § 930 and to the clerk of the Bankruptcy Court for the period commencing on the Petition Date and extending through and including the Extended Maturity Date; and (iv) allowed, accrued, but unpaid postpetition claims (the "Self-Insured Healthcare Claims") arising under the Debtors' self-insured, point-of-service healthcare plans (the "Self-Insured Healthcare Plans"), which are incurred on or before the Extended Maturity Date, but asserted by Blitz U.S.A. employees or by UMR Inc., as administrator under the Self-Insured Healthcare Plans, on behalf of such employees or for reimbursement of amounts paid to such employees, after the Extended Maturity Date but on or before the Healthcare Claims Bar Date (as defined herein) in an aggregate amount

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<sup>5</sup> The Revised Fee Allocation increases the monthly professional fees budgeted for Richards, Layton & Finger, P.A. by \$90,000 per month commencing on July 1, 2012 to account for the extensive legal work that is anticipated in connection with the sale of the Debtors' assets. The amounts allocated in the Revised Fee Allocation for all other professionals of the Debtors and the Committee remain unchanged from the monthly amounts set forth in the Original Professional Fee Allocation.

not to exceed \$1 million (the “Healthcare Claims Carve-Out”), provided that such claims must relate to services performed or provided while the applicable employee was actively employed by Blitz U.S.A. (and does not cover claims incurred following the earlier of the Extended Maturity Date or the termination of the employee’s employment by Blitz U.S.A.); 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 and (d) any fees or disbursements related to the commencement and prosecution of any Challenge (as defined in the Final Order) except as specifically permitted by the Final Order. Nothing contained herein shall be construed: (i) to exempt those persons hereafter from receiving interim compensation payments or reimbursement of expenses pursuant to any such 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 Prepetition Agent or the Prepetition Lenders to object to the reasonableness of such amounts.

6. The Debtors shall file a motion with the Court seeking to establish a deadline for the filing of Self-Insured Healthcare Claims (the “Healthcare Claims Bar Date”) which may be applied against the Healthcare Claims Carve-Out, which shall provide potential claimants with a six-month period from the Extended Maturity Date to file any Self-Insured Healthcare Claims. In the event that a claimant fails to file his or her respective Self-Insured Healthcare Claim on or

before the Healthcare Claims Bar Date, such claim shall not be paid from the Healthcare Claims Carve-Out absent the express agreement of the Prepetition Agent and Prepetition Lenders.

7. The liens, security interests, and priorities granted to the Prepetition Agent and Prepetition Lenders pursuant hereto with respect to property of the Debtors' estates shall be perfected by operation of law immediately upon entry of the Approval Order.

8. Neither the Debtors nor the 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 Adequate Protection Liens granted pursuant to this Stipulation.

9. If the Prepetition Agent or the Prepetition 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 and the Prepetition Lenders are authorized and empowered to file or record financing statements, mortgages, deeds of trust or similar instruments which secure 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 the order approving this Stipulation; and (iii) no defect in

any such act shall affect or impair the validity, perfection and enforceability of the liens granted hereunder.

10. In lieu of obtaining such consents or filing such financing statements, notices of lien or similar instruments, the Prepetition Agent or the Prepetition Lenders, may, in their discretion, choose to file a true and complete copy of the order approving this Stipulation 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 the Approval Order.

11. 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 the Approval Order or an acknowledgement of the Approval Order.

12. The Prepetition Agent and the Prepetition Lenders may deliver a copy of the Approval Order to any third parties having possession or control of the Collateral.

13. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Stipulation.

[SIGNATURE PAGE FOLLOWS]



Dated: June 26, 2012


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Daniel J. DeFranceschi (No. 2732)  
Russell C. Silberglie (No. 3462)  
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*Counsel to the Debtors and Debtors in  
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Dated: June 26, 2012

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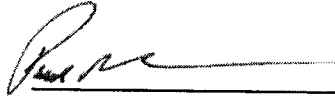
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*Counsel to BOKF, NA d/b/a Bank of Oklahoma,  
as administrative agent to the Prepetition  
Lenders*

Dated: June 26, 2012



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Dated: June \_\_, 2012

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as administrative agent to the Prepetition  
Lenders*

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## **EXHIBIT A**

### **EXTENDED APPROVED BUDGET**

**(for the Month of July 2012)**

Blitz USA, Inc.

Weekly Cash Forecast

(\$'s)

Week	1	2	3	4	4 Week
Week Ending	7/6/2012	7/13/2012	7/20/2012	7/27/2012	Total
	Forecast	Forecast	Forecast	Forecast	
<b>Cash Receipts</b>					
Blitz USA	\$ 1,224,526	\$ 1,313,173	\$ 1,161,033	\$ 1,198,950	\$ 4,897,683
<b>Total Cash Receipts</b>	1,224,526	1,313,173	1,161,033	1,198,950	4,897,683
<b>Disbursements</b>					
Payroll & Taxes	175,000	-	175,000	-	350,000
Benefits	75,000	75,000	75,000	75,000	300,000
Raw Material	250,000	250,000	250,000	250,000	1,000,000
All Other	452,000	200,000	200,000	200,000	1,052,000
<b>Subtotal</b>	952,000	525,000	700,000	525,000	2,702,000
Term Loan Payments (Interst only)	-	-	-	75,000	75,000
Restructuring Fees & Expenses - Debtor	432,000	240,000	-	-	672,000
Restructuring Fees & Expenses - UCC	120,000	90,000	-	-	210,000
Restructuring Fees & Expenses - Secured	50,000	-	-	-	50,000
Asset Brokerage/Investment Bank Fees	-	-	-	50,000	50,000
US Trustee Fee	-	-	-	-	-
Repayment of Bank Debt	-	-	-	-	-
<b>Total Disbursements</b>	1,554,000	855,000	700,000	650,000	3,759,000
<b>Projected Change in Cash</b>	(329,474)	458,173	461,033	548,950	1,138,683
<b>CASH, beginning of period</b>	6,040,000	5,710,526	6,168,699	6,629,732	6,040,000
<b>CASH, end of period</b>	\$ 5,710,526	\$ 6,168,699	\$ 6,629,732	\$ 7,178,682	\$ 7,178,682

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## **EXHIBIT B**

### **EXTENDED PROFESSIONAL FEE BUDGET**

Blitz USA, Inc.  
Estimated Professional Fee Budget  
(\$000's)

	Jul-12	Aug-12	Sep-12	Total
<b>Debtor Fees</b>				
Richards, Layton & Finger	\$ 300	\$ 300	\$ 300	\$ 900
Zolfo Cooper	190	190	190	570
KCC	25	25	25	75
Others	25	25	25	75
Subtotal	540	540	540	1,620
<b>UCC Fees</b>				
Lowenstein/Womble	100	100	100	300
FTI	75	75	75	225
Subtotal	175	175	175	525
<b>US Trustee Fees</b>				
Secured - Fees & Expenses	-	-	13	13
	50	50	50	150
Total	<u>\$ 765</u>	<u>\$ 765</u>	<u>\$ 778</u>	<u>\$ 2,308</u>