

B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT District of Delaware		PROOF OF CLAIM
Name of Debtor: Blitz U.S.A., Inc.	Case Number: 11-13603(PJW)	<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">RECEIVED</div> <div style="font-size: 1.5em; font-weight: bold; margin-bottom: 10px;">JUL 13 2012</div> <div style="font-weight: bold; margin-bottom: 10px;">KURTZMAN CARSON CONSULTANTS</div> <div style="text-align: right; font-weight: bold; margin-top: 20px;">COURT USE ONLY</div>
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Alltrista Plastics Corporation d/b/a Jarden Plastics Solutions		
Name and address where notices should be sent: Cozen O'Connor c/o Mark E. Felger, Esq. 1201 N. Market St., Ste. 1400 Wilmington, DE 19801 Telephone number: (302) 295-2000 email: mfelger@cozen.com		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: <u>\$ 1,164,443.10 + cont. & unliq.</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>See attached addendum incorporated herein and marked as Exhibit "A."</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B). </div> <div style="width: 30%;"> <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4). </div> <div style="width: 30%;"> <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). </div> </div> <div style="display: flex; justify-content: flex-end; margin-top: 5px;"> Amount entitled to priority: </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 30%;"> <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7). </div> <div style="width: 30%;"> <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8). </div> <div style="width: 30%;"> <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____). </div> </div> <div style="display: flex; justify-content: flex-end; margin-top: 5px;"> \$ _____ </div>		
<i>*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		



111360312071300000000002

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

RECEIVED

JUL 13 2012

8. Signature: (See instruction #8)

Check the appropriate box.

- ☐ I am the creditor. ☒ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
- (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.)

KURTZMAN CARSON CONSULTANTS

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Charles Villa, Jr.
Title: President & CEO
Company: Alltrista Plastics Corp. d/b/a Jarden Plastic Solutions
Address and telephone number (if different from notice address above):
1303 S. Batesville Rd.
Greer, SC 29650

(Signature) (Date)

Telephone number: email:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

Exhibit A

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

In re:)	Chapter 11
)	
Blitz U.S.A., Inc.)	
)	Case No. 11-13603 (P JW)
)	
Debtors.)	
)	

ADDENDUM TO JARDEN PLASTIC SOLUTIONS PROOF OF CLAIM

In support of the attached proof of claim (the "Proof of Claim") Alltrista Plastics Corporation d/b/a Jarden Plastic Solutions ("Jarden") hereby represents as follows:

1. Blitz U.S.A., Inc. (the "Debtor") was indebted to Jarden for goods sold pursuant to a Supply Agreement entered into between Jarden and the Debtor executed on January 8, 2008 as amended on April 13, 2011 and January 20, 2012 (the "Supply Agreement"). A copy of the Supply Agreement is attached hereto as Exhibit "1" and incorporated herein by reference.

2. On December 5, 2011, the United States Bankruptcy Court for the District of Delaware entered the Final Order (I) Authorizing, But Not Directing, Debtors to Pay Certain Prepetition Claims of (A) Critical Vendors and (B) Lien Claimants and (II) Granting Certain Other Relief (the "Critical Vendor Order") [D.I. 110]. Pursuant to the Critical Vendor Order, the Debtor paid Jarden approximately \$930,000, leaving an unsecured balance of \$268,837.10 from the Debtor's prepetition liability to Jarden. Jarden asserts that the Debtor remains obligated to Jarden in the amount of \$268,837.10 with respect to the Debtor's prepetition liability for goods sold.

3. As stated in paragraph 3 of the First Amendment to the Supply Agreement, the Debtor and Jarden agreed that Jarden would purchase new automation equipment at the Debtor's

sole cost and expense. In consideration of that new automation equipment, the Debtor agreed to pay Jarden an additional \$0.02 per unit for each finished product sold to the Debtor from Jarden. Currently, the Debtor remains indebted to Jarden in the amount of \$680,340.00 for those costs associated with the new automation equipment.

4. As stated in paragraph 1 of the Second Amendment to the Supply Agreement, Jarden had agreed to purchase production tooling used to produce a part relating to Debtor's Handi-spout product. In consideration for this purchase, the Debtor agreed to pay Jarden an additional \$0.05 per Handi-spout part sold to Debtor from Jarden. Currently, the Debtor remains indebted to Jarden in the amount of \$215,266.00 for those costs associated with the production tooling.

5. Further, as stated in Exhibit G of Debtor's Schedule of Assets and Liabilities the Supply Agreement is an executory contract that the Debtor may assume or reject pursuant to § 365 of the Bankruptcy Code. In the event that the Debtor elects to reject the Supply Agreement, Jarden will hold an additional claim for damages arising out of the rejection of the Supply Agreement. Jarden preserves and reserves its right to amend and/or supplement this proof of claim in the event that the Debtor rejects the Supply Agreement.

July 12, 2012

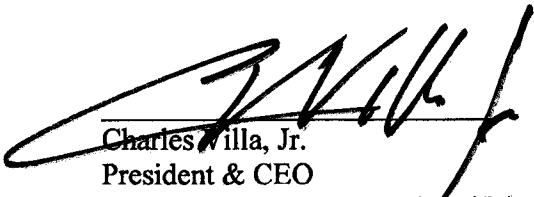

Charles Willa, Jr.
President & CEO
Alltrista Plastics Corporation d/b/a
Jarden Plastics Solutions

Exhibit 1

Supply Agreement

THIS SUPPLY AGREEMENT executed on this 7 day of January 2008 is by and between Altrista Plastics Corporation d/b/a Jarden Plastic Solutions, an Indiana corporation with its principal place of business located at 1303 South Batesville Road, Greer, SC 29650-2750 ("Jarden") and Blitz USA, Inc. an Oklahoma corporation, with its principal place of business located at 404 26th Avenue NW, Miami, Oklahoma, OK 74354 ("Blitz"), collectively known as the "Parties".

WHEREAS, Jarden is willing to (1) mold and assemble the Blitz Enviro-Flow Spout and (2) merely assemble the Blitz Enviro-Flow Spout from parts molded or provided by other Blitz suppliers on the terms and conditions contained in this Agreement. Hereinafter, the Enviro-Flow Spout which Jarden molds and assembles will herein be called the "Molded Spout" and those Enviro-Flow spouts which a different supplier molds and Jarden merely assembles is called an "Assembly" or "Assemblies." The Molded Spout and Assemblies will collectively be called the "Product".

WHEREAS, Jarden is willing to sell and Blitz is willing to purchase the Product on the terms set forth herein.

NOW THEREFORE, in consideration of the covenants and agreements herein and other good and valuable consideration, the sufficiency of which is hereby admitted, the Parties agree as follows:

1. **Manufacture/Purchase Requirements Contract -**

- (a) During the Term (as hereinafter defined) of this Agreement, Blitz agrees to purchase from Jarden and Jarden agrees to sell to Blitz Molded Spouts and Assemblies. Jarden shall also sell to Blitz such other products as may be added to this Agreement by mutual written agreement. Beginning January 1, 2009, Jarden represents that Jarden shall have the capacity to sell to Blitz 10,000,000 Molded Spouts and 10,000,000 Assemblies, annually, during the term hereof. Beginning January 1, 2009, and for each calendar year of the Term thereafter, Blitz annually agrees to purchase the greater of (i) 12,000,000 Products, at least 8,500,000 shall be Molded Spouts, or (ii) at least 50% of its Molded Spout requirements and 100% of its total Assembly requirements (the "Annual Minimum"), subject to the manufacturing capacity of Jarden to meet the level of production. If Blitz does not purchase the Annual Minimum during any calendar year of the Term, Blitz shall promptly pay to Jarden for the purchase shortfall equal to \$.20 for each Molded Spout and \$.08 for each Assembly. Such payment shall be made within sixty (60) days of the end of any calendar year of the Term.
- (b) Modifications to or Termination of the Enviro-Flow Spout. Blitz is continually seeking to improve its products and may either substantially modify or even discontinue the Product. In such event, the Parties will make their best effort to modify the terms hereof and keep Jarden as a Blitz supplier. In the event Jarden is incapable of molding or

assembling the new or improved Blitz spout delivery system or the parties are unable to agree on the price and other relevant terms for such new spout delivery system, Blitz shall have the right upon ninety (90) days written notice to terminate the agreement and pay one hundred-percent (100%) of the Termination Fee (as defined in paragraph 8 hereof).

2. Jarden Price, Invoices and Payment Terms

(a) Price - The prices for Products are set forth on Exhibit C and are exclusive of any and all taxes whatsoever, whether sales, use, excise or other; or fees, duties or other governmental impositions, whether or not same are set forth separately on invoice to Blitz. If Jarden shall subsequently be required to pay any taxes or other fees relating to the production, sale or transportation of the Products (other than income taxes), Blitz will reimburse Jarden for such taxes and/or fees. If any of the Products are imported into any other country by Blitz, Blitz will be responsible for all legal, regulatory and administrative requirements associated with any exportation and the payment of all associated duties, taxes and fees. Prices may increase or decrease from those set forth in Exhibit C based on the costs in Exhibit B; provided that any such increase or decrease will only be made if there has been at least a three percent (3%) change in the cost of any material or component (since the most recent material or component price change) included therein, which has actually been incurred by Jarden, based upon its third party arm's length arrangements with the vendors of such materials. Any such price increase or decrease, if applicable, shall be made on not less than thirty (30) days written notice to Blitz, which notice shall set forth the amount of any such price increase. Any increase or decrease in the price of the Product shall be limited to the actual increase or decrease in the cost component to Jarden. Exhibit B shows the current purchase costs of such components on the date first set forth above. Jarden shall reasonably cooperate with Blitz in the selection of component suppliers and the negotiation with such suppliers.

(b) Invoices - Jarden shall invoice Blitz upon shipment. All payments by Blitz on invoices shall be due forty five (45) days following receipt of Jarden's invoice.

(c) Indemnification and other payments - All other payments, inclusive of rebates, refunds and indemnification shall be made thirty (30) days following presentation of the applicable claim. If the payment is not received within such thirty (30) day period, in addition to and without prejudice to any other remedies available to the Party making the claim, the other Party shall pay interest at the rate of 1.0% per month of the amount of the claim (prorated for any portion thereof, if less than a month). All payments between the Parties shall be made in U.S. dollars.

3. Specifications and Quality Assurance

- (a) Product – Jarden and Blitz shall work together to reach agreed upon Specifications. Once the parties reach agreed upon Specifications, Jarden shall conform to their respective Specifications as set forth in Exhibit A hereto (the “Specifications”).
 - (b) Subject to Jarden's indemnification obligations set forth in Section 16 hereof, Blitz' sole remedy for non-conforming goods is to receive a credit for each nonconforming Product. Blitz shall dispose of nonconforming Product at its own expense, but, at Jarden's request and expense shall ship to Jarden some or all nonconforming Product for inspection by Jarden.
4. Forecasts – Blitz will provide good faith forecasts to Jarden at the beginning of each calendar quarter for each Product. Forecasts by Blitz are for Jarden's planning purposes only and shall not be deemed to be a binding commitment of Blitz and/or its affiliates.
5. Order Procedure. During the Term, Blitz desires to maintain a Product inventory of between 300,000 and 600,000 units at the Blitz facility in Miami, Oklahoma. As such, Blitz shall issue Purchase Orders sufficient to meet the aforementioned inventory, subject to Jarden's manufacturing capacity and which have not less than thirty (30) days lead time.
6. Shipment, Delivery and Title
- (a) The Products are to be delivered FOB Jarden's production facility, Springfield, Missouri. Unless agreed-to in writing by the Parties, the Products shall be manufactured, assembled, and delivered to Blitz at Jarden's production facility in Springfield, Missouri.
 - (b) Title to the Products shall pass to Blitz upon receipt by it of the goods at the delivery location. If the Products ordered are partially destroyed prior to title passing to Blitz, Jarden shall have the right to require delivery of the Products not destroyed.
 - (c) If all or any portion of an order is not delivered on the delivery date(s) specified by Blitz, Blitz may request Jarden to ship the order via premium means (such as air freight) at Jarden's expense.
 - (d) Delivery – If no delivery schedule is specified, the order shall be filled promptly.
7. Inspection at Destination/Rejection of Shipment – Blitz shall inspect all Products upon receipt. If Products are not rejected within fourteen (14) days of receipt they shall be deemed accepted. Acceptance of Products shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
8. Term and Termination
- (a) Term – This Agreement shall commence on the date first above written.

- (i) Unless terminated earlier as provided herein, this Agreement shall expire on December 31, 2011 (the "Term").
- (ii) Provided that no Party is in material default of its obligations hereunder and the Agreement is still in effect, the parties agree that at the expiration of the Agreement, the Parties shall negotiate in good faith a renewal this Agreement for an additional two (2) years.
- (b) Termination – This Agreement may be terminated as follows:
- (i) This Agreement shall be terminable immediately, upon written notice by one Party (the "Terminating Party") to the other:
- (1) If the other Party (the "Non-Terminating Party") dissolves or institutes proceeding seeking relief under a bankruptcy code or similar law, or consents to the filing against it of any petition for the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or any similar official), or permits any such proceeding to remain undismissed for a period of forty five (45) days or more, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due, or takes any action in furtherance of the foregoing.
- (2) Upon any default by the Non-Terminating Party under this Agreement for any material covenant, provision or agreement set forth herein to be performed or observed by the other party hereto (including, without limitation, any payment obligation of a party hereunder), if said default is or cannot be cured by the defaulting Party within thirty (30) days of receipt of written notice from the Terminating Party of the default specifying in detail the nature of the default, or such longer period of time, if agreed between the Parties, except as otherwise specified herein.
- (ii) This Agreement may be terminated immediately by Jarden if the Specifications for any Products are determined by a court of competent jurisdiction to infringe upon any statutory or common law patent, copyright, trademark or other intellectual property right of any person, entity, or party or if the Products of Specifications are determined by a court of competent jurisdiction to violate any applicable law.
- (iii) This Agreement may be terminated by Blitz at any time without cause upon ninety (90) days written notice. If Blitz terminates the agreement without cause, it shall pay to Jarden a fee (the "Termination Fee") equal to \$85,000.00 multiplied by the number of months remaining of the Term up to a maximum of \$1,400,000.00. The Termination Fee shall not be a penalty but shall serve as and for liquidated damages for Blitz' breach of the

Agreement. Such Termination Fee shall be as full satisfaction and in liquidation of all damages sustained by Jarden, except for Product ordered and delivered pursuant to Purchase Orders.

- (c) Effects of Termination – In the event that either party terminates this Agreement, in addition to all rights it has under this Agreement, the party shall have the right to exercise any and all remedies available at law or in equity. All rights and remedies are cumulative and the election of one remedy shall not preclude another. Any termination shall be without prejudice to accrued rights.
- (d) Surviving Obligations. Termination or expiration of this Agreement shall not (a) affect any other rights of either Party which may have accrued up to the date of such termination or expiration, or (b) relieve Blitz of its obligation to pay to Jarden sums due in respect of Products delivered and accepted prior to termination or expiration of this Agreement. Notwithstanding the expiration or termination of this Agreement, Sections 9, 10, 11, 13, 14, 15, 16, 22, 23, 27, 30, and 31 shall continue in full force and effect.
- (e) Upon termination, Blitz shall have the right, but not the obligation, of purchasing the Automation Equipment (as hereinafter defined), at Jarden's then book value, calculated in accordance with generally accepted accounting principles.

9. Jarden's Capital Investment in Automation Equipment. Jarden shall invest a minimum of \$800,000.00 at its sole expense, to develop a system to automate assembly of the Product. The equipment used in such automation is herein called the "Automation Equipment," and the entire automation system shall herein be called the "Automation System." The Automation System shall be fully assembled and functional within approximately thirty (30) weeks from the date of this agreement first set forth above.

10. Representations and Warranties

- (a) Mutual Warranty. Each of the Parties hereby represents and warrants this Agreement is a legal and valid obligation binding upon such Party and enforceable in accordance with its terms; the execution, delivery and performance of this Agreement by such Party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a Party or by which it is bound; this Agreement does not violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it; and the Party is validly organized, in good standing, and licensed to conduct business in each jurisdiction in which the failure to do so would have a material adverse effect on such Party; and such Party does not need to obtain any third party consents in order to perform its obligations.

- (b) **Product Warranty.** Jarden warrants that Product(s) shall (i) be of good and merchantable quality, (ii) be free from defects in material and workmanship, (iii) be free and clear of all liens and other adverse claim against title and possession, and (iv) be provided to Blitz new.
- (c) All Jarden warranties shall run solely to Blitz and specifically shall not run to its successors, assigns and customers. Blitz warrants and represents that it owns all patents, trademarks, service marks, copyrights, and any and all other intellectual property rights related to or residing in the Products or packaging (except for the intellectual property of Jarden) and that none of the Products infringes in any manner on the intellectual property rights of any other. Further, Blitz warrants that any components used in assembling the Products do not infringe any patents, copyrights, trademarks or other intellectual property rights.

11. Intellectual Property Ownership and Rights

- (a) Any and all inventions, discoveries, improvements, designs, formulas, products, methods or processes relating to the Products or improvements related to the foregoing discovered, learned, contributed to, or acquired by Jarden during the existence of this agreement shall be immediately and fully disclosed to Blitz, but to no third party, and shall be the sole and absolute property of Blitz. Blitz shall be the sole and absolute owner of all patent or other intellectual property rights with respect thereto. Blitz shall be entitled, at its sole expense, to prepare and prosecute applications for Letters Patent of the United States and foreign countries as Blitz may select, covering such products or improvements, including any and all inventions, discoveries, designs, formulas, methods or processes contributed thereto or otherwise developed by Jarden.

- 12. Force Majeure** – Except for the obligation to pay for the Products or other material and/or services provided under the Agreement, neither Party hereto shall lose any rights hereunder or be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control (provided such inability stems from scarcity or difficulty and not from delays by Blitz in placing orders), including strikes, riots, war, fire, explosions, flood, embargo, lockout, acts of God, injunctions, inability to procure raw materials, and compliance with any law, regulation or order, whether or not valid, of the United States of America or any governmental body or any instrumentality thereof, whether now existing or hereto created (an "Event of Force Majeure"); provided, however, that the Parties shall use reasonable efforts to continue to meet their obligations for the duration of the force majeure condition; provided further, that the Party declaring force majeure shall notify the other Party promptly in writing of the commencement of the condition, the nature, and the termination of the force majeure condition. Notwithstanding the foregoing, in no event shall either Party be required to settle any labor dispute or disturbance.

13. Confidentiality.

- (a) Each Party shall not, directly or indirectly, under any circumstance: (i) disclose to any other person any Confidential Information of the other Party hereto; (ii) act or fail to act so as to impair the confidential or proprietary nature of any such Confidential Information; or (iii) offer or agree to, or cause or assist in the inception or continuation of, any such disclosure or impairment of any such Confidential Information. All Confidential Information is and shall remain the sole and exclusive property of the party disclosing the same. The "Disclosing Party" and the receiving party (the "Receiving Party") shall not be deemed to be a licensee of any such Confidential Information. Notwithstanding the foregoing, subject to compliance with Section 12(b) hereof, a Receiving Party shall be entitled to disclose Confidential Information pursuant to applicable law, governmental regulation or rule or securities exchange rule, court order, subpoena or similar judicial or regulatory process. For purposes hereof, the term "Confidential Information" shall mean any and all of the following (regardless of the medium in which maintained or stored); confidential or proprietary information or material that is not in the public domain about or relating to any aspect of the transactions contemplated hereby or any trade secrets relating to the business and/or operations of either Blitz or Jarden, as the case may be, or that is designated in writing as confidential at the time of disclosure, including, without limitation, financial information and projections, research and development plans or projects; data and reports; intellectual property strategies, the status of any applications for patents, trademarks, tradenames, service marks, service names, copyrights and other intellectual property rights; computer materials such as programs, instructions, source codes, object codes and printouts; formulas; recipes; design concepts, product-testing information; business improvements; processes; manufacturing processes; marketing and selling strategies; strategic business plans (whether pursued or not); budgets; licenses; pricing, pricing strategy and cost data; information regarding employees; the identities of customers and potential customers; the identities of contact persons at customers and potential customers; sales terms; service plans, methods, practices, and strategies; forecasts, know-how and other marketing techniques; the identities of key accounts; the identities of suppliers and contractors, and all information about those supplier and contractor relationships such as contact person(s), and the terms of contracts or agreements. For purposes hereof, Confidential Information shall not include information that (i) is publicly known at the time of its disclosure or becomes publicly known through no fault of the Receiving Party; (ii) is lawfully received by the Receiving Party from a third party, which to the knowledge of the Receiving Party is not bound by a confidential relationship or a

confidentiality agreement with the Disclosing Party; or (iii) was already known by the Receiving Party hereto prior to its receipt of the information from the other Party hereto.

- (b) If the Receiving Party is required to disclose any Confidential Information pursuant to any applicable law, governmental rule or regulation, court order, subpoena or similar judicial or regulatory process, before making any disclosure the Receiving Party shall (i) give the Disclosing Party prompt written notice of the intended disclosure, whenever practicable and legally permissible, and (ii) to the extent practicable, cooperate with the Disclosing Party, at the Disclosing Party's cost and expense, if the disclosing Party seeks a protective order or other appropriate remedy. In the event a protective order is not obtained, or the disclosing Party waives compliance with the provisions of Section 13, the Receiving Party intending to make the disclosure shall disclose only that portion of the Confidential Information which the Receiving Party is advised by legal counsel is legally required to be disclosed.
- (c) Each of the Parties acknowledges the importance of its obligations pursuant to this Section 13 to the business and financial condition of the other Party hereto and that the breach by such Party of this Section 13 will likely cause the other Party irreparable harm and damages which would not be easily calculable, and if calculable, would not provide an adequate remedy. Therefore, the Parties agree that the non-breaching Party (in addition to its other rights and remedies it may have at law or in equity, all of which shall be cumulative), shall be entitled to seek injunctive or other equitable relief (without being required to post a bond or other security or to establish irreparable harm) in respect of any breach or threatened breach of any provision of this Section 13.

14. **LIMITATION OF LIABILITY – NOTWITHSTANDING SECTION 16 BELOW, IN NO EVENT SHALL JARDEN BE LIABLE FOR ANY CLAIM BASED ON ANY THIRD PARTY CLAIM OR FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES, IN CONNECTION WITH ITS PERFORMANCE OR FAILURE TO PERFORM IN CONNECTION WITH THE AGREEMENT, REGARDLESS OF WHETHER JARDEN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO THE EXTENT A CLAIM ARISES FROM JARDEN'S MISUSE, INFRINGEMENT, OR MISAPPROPRIATION OF BLITZ' INTELLECTUAL PROPERTY.**

15. **Insurance.**

- (a) During the Term, Jarden shall, at its cost, at all times maintain standard occurrence product warranty and completed products liability insurance coverage with respect to the Products, from insurance carriers of recognized financial standing, providing liability coverage \$2,000,000 per occurrence and \$10,000,000 in the aggregate subject to such deductibles, as are customary in the industry. Blitz shall be named as an additional insured on such insurance and the policy may not be amended or terminated unless Blitz is given not less than thirty (30) days prior written notice.
- (b) During the Term, Blitz shall, at its cost, at all times maintain standard occurrence product warranty and completed products liability insurance coverage with respect to the Products, from insurance carriers of recognized financial standing, providing liability coverage of \$2,000,000 per occurrence and \$10,000,000 in the aggregate subject to such deductibles, as are customary in the industry. Jarden shall be named as an additional insured on such insurance and the policy may not be amended or terminated unless Jarden is given not less than thirty (30) days prior written notice.

16. Indemnification

- (a) Indemnification by Jarden. Jarden does hereby agree to save, protect, defend, indemnify Blitz and its shareholders, officers, directors, employees, agents, affiliates and representatives and their respective successors and assignors (each "Blitz Indemnified Person"), and to hold harmless each Blitz Indemnified Person from and against any and all costs, losses, liabilities, claims, actions, suits, damages and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, the "Losses") which any Blitz Indemnified Person may incur or be obligated to pay, or for which they or any of them may become liable or be compelled to pay in any action, suit, claim or proceeding against any Blitz Indemnified Person, arising from, based upon or relating to (a) breach or default on the part of Jarden in the performance or observance of any material obligation, agreement or covenant of Jarden set forth in this Agreement, (b) any breach of any material representation or warranty made by Jarden set forth in this Agreement, and (c) any act or omission to act which constitutes negligence or willful misconduct on the part of Jarden or any of Jarden's agents, contractors or employees with respect to the matters covered by this Agreement. In case any action, suit or other proceeding is brought against Blitz Indemnified Person for which indemnification is sought hereunder, Jarden, on written notice from Blitz, shall defend the same at Jarden's sole cost and expenses by legal counsel reasonably satisfactory to Blitz. Jarden shall not settle any such claim, action, suit or other proceeding, unless as a part thereof Blitz and each applicable Blitz Indemnified Person receives a complete release with respect to the claims for which indemnification have been provided.

(b) **Indemnification by Blitz.** Blitz does hereby agree to save, protect, defend, indemnify Jarden and its shareholders, parent, officers, directors, employees, agents, affiliates and representatives and their respective successors and assigns, (each a "Jarden Indemnified Person") and to hold harmless each Jarden Indemnified Person from and against any and all costs, losses, liabilities, claims, actions, suits, damages and expenses (including without limitation, reasonable attorneys' fees and expenses) (collectively, the "Losses"), which any Jarden Indemnified Person may incur or be obligated to pay, or for which they or any of them may become liable or be compelled to pay in any action, claim or proceeding against them or any of them, arising from, based upon or relating to (a) any claim by a third Party that Jarden's use of the intellectual property in accordance with the terms of this Agreement has resulted in an infringement of such third party's rights, (b) a breach or default on the part of Blitz in the performance or observance of any material obligation, agreement or covenant of Blitz set forth in this Agreement on the part of Blitz, (c) any breach by Blitz of any representation or warranty made by Blitz set forth in this Agreement and (d) any product warranty claim which does not relate to or is not based upon an allegation or claim that the Products do not conform to the Specifications, (e) claims arising out of or relating to the death of or injury to any person, or damage to tangible property of any person, resulting or claimed to have resulted from purchase, sale, or use of the Products furnished hereunder except manufacturing defects and (f) any act or omission to act which constitutes negligence or willful misconduct on the part of Blitz or any of Blitz's agents, contractors or employees with respect to the matters covered by this Agreement. In case any action, suit or other proceeding is brought against any Jarden Indemnified Person for which indemnification is sought hereunder, Blitz, on written notice from Jarden, shall defend the same at Blitz's expense by legal counsel reasonably satisfactory to Jarden. Blitz shall not settle any such claim, action, suit or other proceeding, unless as a part thereof Jarden and each Jarden Indemnified Person receives a complete release with respect to the claims for which indemnification has been provided.

17. **Notice** — Any notice required to be given by the Agreement shall be in writing and sent by overnight courier, e.g., FedEx, (overnight delivery or the earliest delivery shall be specified) or by facsimile (with confirmation of receipt) to the persons identified below.

Jarden Plastics Solutions
Attn: John Bailey
1303 South Batesville Road
Greer, SC 29650-2750
Tel: (864) 879-8101

Blitz, Inc.
Attn: Miriam George
404 26th Avenue NW
Miami, Oklahoma, OK 74354
Tel: (918) 540-1515

With a copy to:
Jarden Corporation
Attn: Sr. Vice-President & General Counsel
2381 Executive Center Drive
Boca Raton, FL 33431
Facsimile: (561) 912-4224

With a copy to:
David E. Jones, Esquire
Logan & Lowry, LLP
19 E. 3rd Street
Grove, OK 74344
Tel: (918) 786-7511

18. **Publicity-** Jarden and Blitz shall jointly plan and coordinate any press releases and notices to third parties and all other publicity concerning this Agreement and the transactions contemplated hereby.
19. **Assignment -** The Agreement may be assigned by Jarden to any of its affiliates provided that such affiliate is able to perform its material obligations hereunder. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns. Any other assignment shall be void. However, Jarden may assign this Agreement to any affiliated company or to any successor to company's business by merger, sale of stock or assets, consolidation or otherwise.
20. **Severability --** If any term, covenant or condition of the Agreement or the application thereof to any Party or circumstance shall, to any extent, be held to be invalid or unenforceable, then the remainder of the Agreement, or the application of such term, covenant or condition to Parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of the Agreement shall be valid and be enforced to the fullest extent permitted by law.
21. **Ambiguities --** Ambiguities, if any, in the Agreement shall not be construed against any Party, irrespective of which Party may be deemed to have authored the ambiguous provision.
22. **Waiver --** The failure or delay of either Party to enforce, at any time or for any period of time, any provision of the Agreement or any right or remedy available hereunder or at law or equity shall not be construed to be a waiver of such provision or of any available right or remedy. In addition, no single or partial exercise of any right, power or privilege hereunder shall preclude the enforcement of any further exercise or exercise of any right, power or privilege hereunder.
23. **Prior Agreements or Understandings and Modifications --** The Agreement sets forth the entire understanding between the Parties with respect to the subject matter herein, and supersedes and replaces the terms of any and all prior discussions, agreements or understanding between the Parties. There are no covenants, promises, agreements, warranties, representations, conditions or understandings, either oral or written, between the Parties with regard to the subject matter

herein other than as set forth in the Agreement. The Agreement may not be modified or amended except by a written agreement signed by the Parties.

24. **Agency and Joint Venture** – The Agreement does not in any way create the relationship of principal and agent, joint venture or partnership between the Parties or any other form of association which would impose on any Party liability for the act or failure to act of the other Party or Parties; and under no circumstances shall one Party be considered to be the agent of the other Party. Neither Party shall act or attempt to act, or represent itself, directly or by implication, as an agent of the other Party or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, the other Party.
25. **Headings** – The various section headings are inserted for purposes of reference only and shall not affect the meaning or interpretation of the Agreement or any provision thereof.
26. **Counterparts** – The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Execution and delivery of the Agreement may be completed by execution and delivery of original, signed copies hereof, or by facsimile transmission of executed copies hereof, each of which shall constitute an original and enforceable counterpart.
27. **Injunctive Relief** – In addition to any other remedy afforded the parties, each party acknowledges and agrees that the obligations and promises of such party under the Agreement are of a unique nature giving them particular value. A breach of any of the promises contained in the Agreement will result in irreparable and continuing damage to the non-breaching party for which there will be no adequate remedy at law and, in the event of such breach, the non-breaching party will be entitled to seek injunctive relief, or a decree of specific performance, without the necessity of posting a bond therefor.
28. **Regulatory Requirements - Manufacturing Regulatory Matters.**
- (a) Blitz shall notify Jarden of any material matter related to the EPA and other relevant regulatory authorities and the Products and promptly furnish complete copies of such reports to Jarden in the English language. Blitz also shall advise Jarden of any occurrence or information that arises out of Blitz' manufacturing activities which has adverse regulatory compliance and/or reporting consequences concerning a Product.
29. **Further Actions** – Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of the Agreement.
30. **Full Cooperation** – Blitz shall provide immediate assistance to Jarden in responding to any inquiry or observation from any governmental agency, and will promptly investigate and respond to any allegation the Product is improperly designed or has failed to perform properly.

31. **Governing Law** – Any legal action, suit or proceeding arising out of this Agreement and brought by Blitz shall be governed by the law of the State of South Carolina and shall be treated in all respects as a South Carolina contract, without regard to the laws related to choice or conflict of laws and Blitz irrevocably attorns to the jurisdiction of the courts of Greer, South Carolina. Any legal action, suit or proceeding arising out of this Agreement and brought by Jarden shall be governed by the law of the state of Oklahoma and shall be treated in all respects as a Oklahoma contract, without regard to the laws related to choice or conflict of laws, and Jarden irrevocably attorns to the jurisdiction of the courts of the state of Oklahoma.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed by an authorized representative as of the day and year first written above.

Alltrista Plastics Solutions d/b/a
Jarden Plastic Solutions

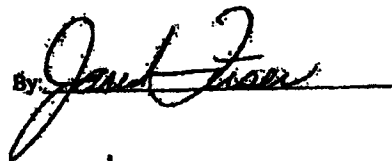


Name: Charles Vill. Jr.

Title: CEO

Date: 1/9/08

Blitz, U.S.A., Inc.



Name: Jared Fisher

Title: Procurement Team Leader

Date: 1/7/2008

EXHIBIT A
Specifications

(Here, insert drawings and specifications for the Product)

Exhibit B- Costs

Price Drivers:

Machine Rate (tonnage)

Cycle Time

Parts Weight

Resin specification

Resin price

Packaging materials

Packaging labor

Quantity per container

Freight

Warehousing fees

Exhibit C—Pricing

Final pricing is dependent on final engineering specifications and tool performance capabilities, but in no event shall the method of calculating Jarden's pricing differ from the methods used in establishing the pricing set forth on Exhibit "C."

Pricing provided to Blitz is based on Annual Minimums of 8,500,000 Molded Spouts and 3,500,000 Assemblies. At the end of 12 months of production, should targets be materially lower or higher, Jarden and Blitz agree to review and propose adjusted pricing, but if Blitz and Jarden are unable to agree on such modified pricing, the pricing terms hereof will continue to govern.

Pricing for packaging, shipping, and/or warehousing shall be agreed to prior to first purchase orders.

Assumptions

The prices below are FOB Springfield

JPS Quote for Blitz USA (Automated and Manual)

\$0.65/lb PE and JPS Cycles

Spout

\$/1000 \$112.69

Price includes molded part and
QA inspection

Assumed Price Drivers for Spout

Phillips 9708

Resin	HDPE	Colorant	Black
Resin Price/Lb	\$0.65	Colorant Price	\$3/lb
Cycle Time	32	Colorant Letdown	2%
Part Wt.	20.2 gms	Slip Agent	N/A
Capacity / tool	6,400,000		
Tonnage	400-499 tons	Cavitation	8

Threaded Collar

\$/1000 \$69.39

Price includes molded part and
QA inspection

Assumed Price Drivers for Threaded Collar

Phillips 9708

Resin	HDPE	Colorant	Black
Resin Price	\$0.65	Colorant Price	\$3/lb
Cycle Time	32	Colorant Letdown	2%
Part Wt.	18.70 gms	Slip Agent	N/A
Capacity / tool	12,700,000		
Tonnage	400-499 tons	Cavitation	16

Vent Cover-16

Cavity

\$/1000 \$36.57

Price includes molded part and

Assumed Price Drivers for Vent Cover

Phillips 9708

Resin	HDPE	Colorant	Black
Resin Price	\$0.65	Colorant Price	\$3/lb

AMENDMENT
TO SUPPLY AGREEMENT

R.7.
4/26/11

THIS AMENDMENT TO SUPPLY AGREEMENT (this "Amendment") is entered into as of this ____ day of April, 2011 by and between Blitz USA, Inc. ("BLITZ") and Alltrista Plastics LLC d/b/a Jarden Plastic Solutions f/k/a Alltrista Plastics Corporation ("JARDEN"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement (as defined below).

WHEREAS, BLITZ and JARDEN have entered into that certain Supply Agreement dated as of the 7th day of January 2008 (the "Agreement"); and

WHEREAS, BLITZ and JARDEN desire to amend certain items under the Agreement as set forth below.

NOW, THEREFORE, BLITZ and JARDEN, inconsideration of the mutual covenants and promises contained in the Agreement and herein, and for other good and valuable consideration, hereby agree to as follows:

1. Section 8. Term and Termination.

a. Section 8(a)(i) is hereby amended and restated as follows:

(i) Unless terminated earlier as provided herein, this Agreement shall expire on December 31, 2014 (the "Term").

b. Section 8(a)(ii) is deleted.

c. Section 8(b)(iii) is deleted.

2. Blitz will purchase all of its requirements of the Enviro-flow and Handi-spout (the "Product") from Jarden during the Term. Pricing of the Handi-spout will be as referenced in Exhibit A. Blitz will continue to purchase all of its requirements for the Enviro-flow spout in 2011, and the Handi-spout will have a target launch date for September, 2011.

3. New Automation. Jarden shall purchase new automation equipment to perform this Agreement at Blitz's sole cost and expense ("New Automation Equipment"). For each unit of finished Product Blitz purchases from Jarden, \$.02/unit will be added to the purchase price of such finished Product, until such time as Blitz has fully paid for the actual invoiced cost of the New Automation Equipment.

a. For purposes of estimating paydown of the cost of the New Automation Equipment, Product volume during 2012 through 2014 is projected to be equal to or greater than:

- | | |
|----------------------|------|
| i. 14 million units | 2012 |
| ii. 14 million units | 2013 |

P.7
4/26/11


iii. 14 million units 2014

However, Blitz is not contractually committed to purchasing these projected number of units.


- b. Blitz agrees to reimburse Jarden for any unamortized cost of the New Automation Equipment by the end of the Term; or alternatively both parties may mutually agree to extend the Term for such period of time necessary to purchase a volume of units sufficient to fully pay for the New Automation Equipment.
- c. The New Automation Equipment is expected to cost approximately \$780,000.00 as referenced in Exhibit A. Jarden will show Blitz the cost of the New Automation Equipment, shipping, installation, validation, & amortization length and schedule will be shared with Blitz.
- d. Unless Blitz discontinues the Handi-spout, Blitz agrees to purchase all of its requirements of the Handi-spout from Jarden for a term of 365 days from the date of initial production. Following this initial term, Blitz may elect to terminate the purchases of the Handi-spout at any time without cause upon 180 days written notice to Jarden notwithstanding any other provision herein. In such event if Blitz is still utilizing the Enviro-Flow spout it will continue to purchase its requirements for the Enviro-flow spout from Jarden, but only in such quantities and for such period of time as needed by Blitz; if use of the Enviro-flow spout has been discontinued the Agreement shall expire and terminate as of completion of the 180 day notice period.
- e. Upon completion of all of the payments set forth in this Section 3 of .02 per unit of Product equal to payment in full for the New Automation Equipment, the price of the Product shall be reduced by \$.02 per unit.
- f. If Blitz terminates purchases of the Handi-spout or this Agreement pursuant to Section 3(d) hereinabove prior to the end of the Term, Blitz shall pay the remaining unpaid cost of the New Automation Equipment to Jarden within 30 days. Upon completion of all the payments for the New Automation Equipment pursuant to this Section 3, Jarden shall convey the New Automation Equipment to Blitz with warranty of good title and free and clear of any liens or encumbrances whatsoever; provided however, that Blitz may elect upon written notice to Jarden to have the New Automation Equipment transferred to a third party as determined by Blitz for a sale and lease-back of said New Automation Equipment between Blitz and said third party or other arrangement as determined by Blitz. Blitz shall not be liable to Jarden for any other remedy or damages including without limitation any lost profits or lost revenues in the event of such early termination of purchases of the Handi-spout or this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment as of the date first written above.

Blitz USA, Inc.

By: 
Name: ROCKY FLICK
Its: CEO

**Alltrista Plastics LLC
d/b/aJarden Plastic Solutions**

By: 
Name: Michael Zagon
Its: SR VP

**SECOND AMENDMENT
TO SUPPLY AGREEMENT**

THIS SECOND AMENDMENT TO SUPPLY AGREEMENT (this "Second Amendment") is entered into as of this 2nd day of January, 2012, by and between Blitz USA, Inc. ("Blitz") and Alltrista Plastics LLC d/b/a Jarden Plastic Solutions *7k/a* Alltrista Plastics Corporation ("Jarden"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement (as defined below).

WHEREAS, Blitz and Jarden have entered into that certain Supply Agreement dated as of the 7th day of January, 2008, as well as an Amendment dated on or about April 13, 2011 (the "Agreement"); and

WHEREAS, Blitz and Jarden desire to further amend certain items under the Agreement as set forth below; and

WHEREAS, Blitz and Jarden both submit that this Second Amendment has been negotiated and entered into in the ordinary course of business and therefore enforceable by either party without the need for approval by the Bankruptcy Court in the Chapter 11 Cases (as defined herein);

NOW, THEREFORE, Blitz and Jarden, in consideration of the mutual covenants and promises contained in the Agreement and herein, and for other good and valuable consideration, hereby agree to as follows:

1. Jarden has purchased production tooling consisting of two molds utilized in the New Automation Equipment, each mold used to produce a part for Blitz's Handi-spout product (such production tooling referred to herein as the "Handi-spout Molds"). Blitz agrees that as of the date of this Second Amendment it owes Jarden \$362,941.00 for the Handi-spout Molds. Blitz agrees that it shall pay Jarden an additional \$0.05 per each Handi-spout unit sold to Blitz by Jarden until this balance is paid in full. Jarden will continue to own the Handi-spout Molds until this balance is fully paid for by Blitz. Upon completion of payment of this balance on the Handi-spout Molds, Jarden shall convey the Handi-spout Molds to Blitz with warranty of good title and free and clear of any liens or encumbrances whatsoever; provided however, that Blitz may elect upon written notice to Jarden to have the Handi-spout Molds transferred to a third party as determined by Blitz for a sale and lease-back of said Handi-spout Molds between Blitz and said third party or other arrangement as determined by Blitz. Notwithstanding anything herein to the contrary, nothing in this Second Amendment shall affect Blitz's ability to assume and assign the Agreement, inclusive of the Second Amendment, subject to the requirements of section 365 of the United States Bankruptcy Code (the "Bankruptcy Code"), to a purchaser of its assets, regardless of whether the payments contemplated in this Paragraph have been completed.

Hand 1/2/12

Paragraph 2(b) of the Agreement is hereby amended and superseded in its entirety to read as follows:

"Invoice - Jarden shall invoice Blitz upon shipment. All payments by Blitz on invoices shall be due forty five (45) days following receipt of Jarden's invoice; provided, however, from the date of this Second Amendment through the duration of the Chapter 11 Cases (as defined herein) (the "Postpetition Period"), all payments by Blitz on invoices shall be due thirty (30) days following receipt of Jarden's invoice; provided, further, that the maximum postpetition outstanding balance owed to Jarden during the Postpetition Period shall not exceed \$250,000."

2. Continuing Effect of the Agreement. This Second Amendment shall not constitute an amendment, modification, supplement or waiver of any other provision of the Agreement not expressly amended, modified, supplemented or waived hereby and all other provisions of the Agreement are and shall remain in full force and effect. In the event of a conflict between the Agreement and the provisions of this Second Amendment, this Second Amendment shall control. This Second Amendment constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes any prior negotiations, understandings or agreements with respect to the matters contemplated hereby.

Notwithstanding anything herein to the contrary, Blitz's continued performance under the Agreement and the parties' entry into this Second Amendment shall not constitute an assumption of the Agreement by Blitz or any of its affiliated entities, under section 365 of the Bankruptcy Code or otherwise, in connection with the reorganization cases commenced by Blitz and certain of its affiliated entities under chapter 11 of the Bankruptcy Code on November 9, 2011 (the "Bankruptcy Cases"). All rights with respect to the assumption or rejection of the Agreement (as modified by this Second Amendment) in connection with the Bankruptcy Cases are fully reserved by Blitz and Jarden. In connection with the Chapter 11 Cases, Jarden was recognized as a critical vendor and received partial payment on account of its outstanding prepetition claim.

3. Counterparts. This Second Amendment may be executed by facsimile signature and in two or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned parties have executed this Second Amendment as of the date first written above.

Blitz USA, Inc.

Alltrista Plastics LLC
d/b/a Jarden Plastic Solutions

By: _____

By: Mark Gettig

Name: _____

Name: MARK GETTIG

Its: _____

Its: VP, Finance