Docket #0196 Date Filed: 4/25/2014

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
ABLEST INC., et al.,[1]	:	Case No. 14-10717 (KJC)
Debtors.	:	(Jointly Administered)

NOTICE OF FILING OF PLAN SUPPLEMENT TO PREPACKAGED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF ABLEST INC., ET AL.

PLEASE TAKE NOTICE that the Debtors hereby file the attached supplement (the "Plan Supplement") to the *Prepackaged Joint Plan of Reorganization for Ablest Inc., et al.* dated March 11, 2014 [Docket No. 20] (the "Plan").[2] The Plan Supplement is comprised of the documents annexed hereto:

Annex 1: Post-Emergence ABL Loan Agreement – Term Sheet

Annex 2: Post-Emergence Term Loan Agreement – Term Sheet

Annex 3: Intercreditor Agreement

Annex 4: Terms of New Common Stock

Annex 5: New Warrants

Annex 6: Reorganized Parent Certificate of Incorporation

[1] The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification numbers are: Ablest Inc. (8462); Koosharem, LLC (4537); New Koosharem Corporation (9356); Real Time Staffing Services, Inc. (8189); Remedy Intelligent Staffing, Inc. (0963); Remedy Staffing, Inc. (0080); RemedyTemp, Inc. (0471); Remedy Temporary Services, Inc. (7385); RemX, Inc. (7388); Select Corporation (6624); Select Nursing Services, Inc. (5846); Select PEO, Inc. (8521); Select Personnel Services, Inc. (8298); Select Specialized Staffing, Inc. (5550); Select Temporaries, Inc. (7607); Select Trucking Services, Inc. (5722); Tandem Staffing Solutions, Inc. (5919); Westaff, Inc. (6151); Westaff (USA), Inc. (5781); Westaff Support, Inc. (1039); RemSC LLC (8072); and RemUT LLC (0793). The mailing address for each of the Debtors is: 3820 State Street, Santa Barbara, CA 93105.

[2] Capitalized terms used but not defined herein have the meaning set forth in the Plan.

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Annex 7: Reorganized Parent Bylaws

Annex 8: Compensation of Insider Directors and Officers of the Reorganized Debtors

Annex 9: Identification of Directors and Officers of the Reorganized Debtors

Annex 10: Schedule of Rejected Executory Contracts and Unexpired Leases

Annex 11: Management Incentive Plan

Annex 12: Schedule of Permitted Related Party Transactions

CERTAIN OF THE FOREGOING DOCUMENTS ARE NOT IN FINAL FORM AND REMAIN SUBJECT TO FURTHER REVISION AND MODIFICATION. THE DEBTORS RESERVE THE RIGHT TO MODIFY ANY OF THE DOCUMENTS ATTACHED HERETO OR TO SUPPLEMENT THE PLAN SUPPLEMENT AT OR PRIOR TO THE EFFECTIVE DATE OF THE PLAN.

PLEASE TAKE FURTHER NOTICE that a hearing to consider confirmation of the Plan will be held on May 5, 2014 at 9:30 a.m. (prevailing Eastern time), before the Honorable Kevin J. Carey in the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 5th Floor, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE that copies of the pleadings filed in these chapter 11 cases can be obtained by using the Bankruptcy Court's electronic case filing system at www.deb.uscourts.gov using a PACER password (to obtain a PACER password, go to the PACER website: http://pacer.psc.uscourts.gov) or on the website maintained by the Debtors' claims agent at www.kccllc.net/ablest.

Dated: Wilmington, Delaware
April 25, 2014

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Co-Counsel for the Debtors and Debtors in Possession

Annex 1

Post-Emergence ABL Loan Agreement – Term Sheet

The amount of the commitments, structure and pricing described in the attached term sheets are subject to change based upon market conditions.

POSTING VERSION

NEW KOOSHAREM CORPORATION
(DBA SELECT STAFFING)

$120,000,000 Senior Secured Revolving Loan Facility

SUMMARY OF PRINCIPAL TERMS AND CONDITIONS

This Summary of Principal Terms and Conditions (this "Term Sheet") outlines certain terms of the Revolving Credit Facility (as defined below). This Term Sheet does not constitute a commitment on behalf of any of the parties referred to herein to participate in any capacity in the transactions described herein. This Term Sheet does not include a description of all of the terms, conditions and other provisions that are to be contained in the documentation relating to such transactions, to which reference should be made.

Borrowers and Guarantors:	Koosharem, LLC, dba Select Staffing ("Select Staffing" or "U.S. Borrower"), a wholly-owned subsidiary of New Koosharem Corporation ("Holdings"), and each other U.S. subsidiary of Holdings with assets to be included in the U.S. Borrowing Base referred to below (individually and collectively, "U.S. Borrower"). In connection with the transactions contemplated hereby, Holdings will be reorganized and incorporated as a Delaware corporation. Holdings and its subsidiaries are collectively referred to herein as the "Companies". Resdin Industries Ltd. ("Canadian Borrower" and, together with the U.S. Borrower, the "Borrowers").
Transactions:	(a) The Borrowers will obtain commitments under the Revolving Credit Facility described below under the caption "Revolving Credit Facility", (b) Select Staffing will obtain a senior secured term loan facility (the "Term Loan Facility") in an aggregate principal amount of $350,000,000, (c) Holdings will obtain $225,000,000 of new cash equity through a rights offering to be funded by certain existing lenders and investors (the "Rights Offering"), and will contribute all net cash proceeds of the Rights Offering to the Select Staffing as cash common equity, (d) Select Staffing will (i) in accordance with the terms of a plan of restructuring (whether through an insolvency proceeding or otherwise) fully and finally satisfy all claims and other obligations of the applicable Companies relating to (x) the First Lien Credit and Guaranty Agreement dated as of July 12, 2007 (as amended, restated, supplemented or otherwise modified from time to time) by and among Select Staffing, as borrower, the subsidiary guarantors party thereto, Bank of the West, as administrative

agent, collateral agent, documentation agent, co-lead arranger and co-bookrunner, BNP Paribas Securities Corp., as co-lead arranger and co-bookrunner, and the lenders party thereto from time to time (the "Existing First Lien Credit Agreement"), in exchange for a cash payment of a specified percentage of the face amount of the principal amount of such obligations and the right to participate in the Rights Offering and (y) the Second Lien Credit and Guaranty Agreement dated as of July 12, 2007 (as amended, restated, supplemented or otherwise modified from time to time) by and among Select Staffing, as borrower, the subsidiary guarantors party thereto, Wilmington Trust FSB, as successor to BNP Paribas Securities Corp. as administrative agent, collateral agent and documentation agent, Bank of the West, as co-lead arranger and co-bookrunner, BNP Paribas Securities Corp., as co-lead arranger and co-bookrunner, and the lenders party thereto from time to time (the "Existing Second Lien Credit Agreement" and, together with the Existing First Lien Credit Agreement, the "Existing Credit Agreements"), in exchange for a cash payment of a specified percentage of the face amount of the principal amount of such obligations and warrants for an aggregate of 10% of the equity of Holdings (after giving effect to the reorganization and incorporation of Holdings in connection with the transactions contemplated hereby, but without giving effect to dilution for certain restricted stock and shares issued pursuant to a management incentive plan), and (ii) in connection therewith, all cash collateral under or in respect of the Existing Credit Agreements shall be released and any and all commitments, security interests and guaranties in connection with the Existing Credit Agreements shall be terminated and released (the transactions described in this clause (d), collectively, the "Recapitalization Transactions"),

(e) the Borrowers will satisfy certain other indebtedness and other liabilities and obligations of the Companies, including in connection with deferred payroll obligations, certain seller note obligations, settlement and payment of certain accounts payable and settlement and payment of certain claims by the California State Compensation Insurance Fund (the transactions described in this clause (e), collectively, the "Specific Liability Payments"),

(f) certain existing equity holders in Holdings will contribute or cause to be contributed to Holdings (a) 100% of the equity interests of each of the following entities (collectively, the "Contributed Entities"): (i) Decca Consulting, Ltd., (ii) Decca Consulting, Inc., (iii) Resdin Industries Ltd. and (iv) Vaughan Business Solutions Inc. and (b) certain service agreements (collectively, the "Contribution"),

(g) certain existing equity holders in Holdings will grant, or cause to be granted, to Holdings an option to purchase 100% of the equity interests of the Butler Companies (consisting of Butler

	America, Inc., Butler America TCS, Inc., Butler American Staffing LLC and Butler Technical Services India (P) Ltd.) for consideration set forth in the option agreement to be entered into relating thereto (the "Option Agreement"), and (h) fees and expenses incurred in connection with the foregoing (the "Transaction Costs") will be paid. The transactions described above, together with the transactions related thereto, are collectively referred to herein as the "Transactions".
Joint Lead Arrangers and Bookrunners:	RBC Capital Markets[1] and Credit Suisse Securities (USA) LLC (collectively, the "Arrangers").
Lenders:	A syndicate of banks, financial institutions and other entities reasonably acceptable to Holdings and Borrowers (collectively, the "Lenders"), and which shall not include certain disqualified lenders ("Disqualified Lenders") specified by the Companies in writing prior to the Closing Date (as defined below).
Administrative Agent:	Royal Bank of Canada (in such capacity, the "Administrative Agent").
Issuing Bank:	Royal Bank of Canada (in such capacity, the "Issuing Bank").
Swing Lender:	Royal Bank of Canada (in such capacity, the "Swingline Lender").
Revolving Credit Facility:	An asset-based revolving credit facility (the "Revolving Credit Facility") in an aggregate principal amount of $120 million (the "Revolving Loan Cap"), consisting of (i) a U.S. subfacility (the "U.S. Subfacility") of $110 million (the "U.S. Subfacility Cap") available to be advanced to the U.S. Borrower and (ii) a Canadian subfacility (the "Canadian Subfacility") of $10 million (the "Canadian Subfacility Cap") available to be advanced to the Canadian Borrower.
Available Currencies:	The U.S. Subfacility will be available in U.S. dollars and the Canadian Subfacility being available in U.S. dollars and Canadian dollars.
Purpose:	Proceeds of the Revolving Credit Facility will be used on the date of the closing for the Revolving Credit Facility (the "Closing Date"), together with the proceeds of the Rights Offering, the cash collateral released as part of the Recapitalization Transactions and the proceeds of the loans under the Term Loan Facility, to consummate the Recapitalization Transactions, to fund the Specific Liability Payments and to pay the Transaction Costs. Following the Closing Date, the Revolving Credit Facility will be used for

[1] RBC Capital Markets is a brand name for the capital markets activities of Royal Bank of Canada and its affiliates

working capital and general corporate purposes.

Incremental Facility: Borrowers will have the right to increase commitments under the Revolving Credit Facility on one or more occasions (any such increase, an "Incremental Facility") in an aggregate amount of up to $50 million; provided that (a) as of the date of any such increase and after giving effect thereto, no event of default exists, (b) each such Incremental Facility shall be in a minimum amount equal to $5 million, (c) as of the date of each Incremental Facility, each of the conditions precedent to a borrowing shall be satisfied, (d) the terms of such Incremental Facility shall be the same as for all other Revolving Loans, (e) no Lender shall be required to provide additional commitments for such Incremental Facility and such Incremental Facility shall be subject to obtaining such additional commitments of Lenders as may be required, and (f) each Incremental Facility shall be subject to certain procedures to be agreed to by the parties (including the payment of applicable fees in respect of such increase and the offering of such additional commitments to existing Lenders before seeking additional Lenders).

Maturity Date: 5 years from the Closing Date (the "Maturity Date") provided that the Revolving Credit Documentation shall provide the right for individual Lenders to agree to extend the maturity date of their outstanding loans upon the request of the applicable Borrower and without the consent of any other Lender (subject to customary terms and conditions).

Availability: Upon satisfaction or waiver of the conditions precedent, borrowings may be made at any time on or after the Closing Date to but excluding the Maturity Date.

The aggregate amount of the loans and letters of credit outstanding to the U.S. Borrower and the unreimbursed drawings under the letters of credit issued for the account of the U.S. Borrower under the Revolving Credit Facility shall not exceed the lesser of (a) the U.S. Borrowing Base (as defined below) and (b) the U.S. Subfacility Cap.

"U.S. Borrowing Base" shall mean: (i) 85% of the eligible billed accounts receivable of the U.S. Borrowers, plus (ii) 75% of the eligible unbilled accounts receivable of the U.S. Borrowers, minus (ii) the reserves applicable to the U.S. Borrowers established by Administrative Agent in its Permitted Discretion (the amount of such reserves must have a reasonable relationship to the event, condition or other matter which is the basis for such reserves).

"Permitted Discretion" means a determination made in good faith by the Administrative Agent in the exercise of its reasonable judgment from the perspective of an asset based lender based on how an asset based lender with similar rights providing a credit facility of the type described in this Term Sheet would act in

similar circumstances with the information then available to it.

The aggregate amount of the loans and letters of credit outstanding to the Canadian Borrower and the unreimbursed drawings under the letters of credit issued for the account of the Canadian Borrower under the Revolving Credit Facility shall not exceed the lesser of (a) the Canadian Borrowing Base (as defined below) and (b) the Canadian Subfacility Cap.

"Canadian Borrowing Base" shall mean: (i) 85% of the eligible billed accounts receivable of the Canadian Loan Parties (as defined below), plus 75% of the eligible unbilled accounts receivable of the Canadian Loan Parties minus (iii) the reserves applicable to the Canadian Loan Parties established by the Administrative Agent in its Permitted Discretion (the amount of such reserves must have a reasonable relationship to the event, condition or other matter which is the basis for such reserves).

Eligibility criteria shall be determined in accordance with the Administrative Agent's customary practices and as appropriate under the circumstances as determined by the Administrative Agent in its Permitted Discretion following its receipt of the field examination.

Revolving Credit Facility Documentation:

The definitive documentation for the Revolving Credit Facility (the "***Revolving Credit Documentation***") shall (a) be consistent with this Summary of Principal Terms and Conditions and shall contain only those conditions precedent, mandatory prepayments, representations, warranties, affirmative and negative covenants and events of default expressly set forth herein and, to the extent such terms are not expressly set forth herein, but are instead to be determined in accordance with a specified standard or principle, such terms will be negotiated in good faith and be consistent with this Summary of Principal Terms and Conditions, (b) give regard to the operational requirements of the Companies in light of their size, structure, capital structure, industries, businesses, business practices and proposed business plan and operations, (c) with respect to conditions precedent, representations, warranties, affirmative and negative covenants, and events of default, be consistent with the definitive documentation for the Term Loan Facility, except as set forth herein and with such changes that are customarily contained in financings of this type and (d) be negotiated in good faith by the Borrowers and the Arrangers to finalize such documentation. This paragraph and the provisions herein are referred to as the "***Documentation Principles***".

Notwithstanding anything to the contrary herein, all leases of Holdings, the Borrowers and their subsidiaries that are treated as operating leases for purposes of GAAP on the date hereof shall continue to be accounted for as operating leases for purposes of the Revolving Credit Documentation, regardless of any change to

GAAP following such date that would otherwise require such leases to be treated as capital leases or "capital lease obligations" or similar terms.

The Revolving Credit Documentation will include customary "defaulting lender" provisions.

Letters of Credit: Up to $75 million of the Revolving Credit Facility will be available for letters of credit to be issued to the U.S. Borrower and up to $5 million of the Revolving Credit Facility will be available for letters of credit to be issued to the Canadian Borrower, on terms and conditions to be set forth in the Revolving Credit Documentation. Each letter of credit shall expire not later than the earlier of (i) 12 months after its date of issuance and (ii) the fifth business day prior to the Maturity Date; provided, that, the letters of credit may contain customary "evergreen" provisions; provided, further, that, any letter of credit may extend beyond the Maturity Date so long as, on or prior to the date of issuance of such letter of credit (other than an "evergreen" letter of credit described in the immediately preceding proviso), such letter of credit is cash collateralized (by means of cash or supporting letters of credit) on terms reasonably acceptable to the Administrative Agent and the Issuing Bank.

Drawings under any letter of credit shall be reimbursed by the applicable Borrower on the next business day. To the extent that such applicable Borrower does not reimburse the Issuing Bank on the next business day, the Lenders under the U.S. Sub-facility or the Canadian Subfacility, as applicable, shall be irrevocably obligated to reimburse the Issuing Bank pro rata based upon their respective commitments.

The issuance of all letters of credit shall be subject to the customary procedures of the Issuing Bank.

Swingline Facility: Up to $11 million of the Revolving Credit Facility will be available for swingline borrowings by the U.S. Borrower and up to $2 million of the Revolving Credit Facility will be available for swingline borrowings by the Canadian Borrower, on terms and conditions to be set forth in the Revolving Credit Documentation. Except for purposes of calculating the unused line fee described below, any swingline borrowings will reduce availability under the Revolving Credit Facility on a dollar-for-dollar basis.

Interest: At Borrowers' option, loans will bear interest based on the Base Rate or LIBOR or, in the case of any borrowings made in Canadian dollars, Royal Bank of Canada's customary Canadian prime rate ("Prime Rate") and bankers' acceptance equivalent rate ("BA Rate"), as described below (except that all swingline borrowings will accrue interest based on the Base Rate or the Canadian Prime

Rate, as applicable):

A. Base Rate Option

Interest will be at the Base Rate plus the applicable Interest Margin, calculated on the basis of the actual number of days elapsed in a year of 365 days and payable quarterly in arrears. "Base Rate" is defined as the higher of the Federal Funds Rate, as published by the Federal Reserve Bank of New York, plus 1/2 of 1% and the prime commercial lending rate of Royal Bank of Canada.

Base Rate and Prime Rate borrowings (other than swingline borrowings which may be made with same day's notice) will require one business day's prior notice.

B. LIBOR Option

Interest will be determined for periods to be selected by Borrowers ("Interest Periods") of one, two, three or six months (or, if acceptable to each Lender, nine or twelve months) and will be at an annual rate equal to the London Interbank Offered Rate ("LIBOR") for the corresponding deposits of U.S. dollars, plus the applicable Interest Margin. LIBOR will be determined by the Administrative Agent at the start of each Interest Period and will be fixed through such period. Interest will be paid at the end of each Interest Period or, in the case of Interest Periods longer than three months, quarterly, and will be calculated on the basis of the actual number of days elapsed in a year of 360 days. LIBOR will be adjusted for maximum statutory reserve requirements (if any).

BA Rate shall be defined in accordance with, and BA Rate Loans shall be subject to, the Administrative Agent's customary practices. Interest on BA Rate Loans will be calculated on the basis of the actual number of days elapsed in a year of 360 days.

For the purposes of the Interest Act of Canada, the yearly rate of interest to which any rate calculated on the basis of 360 days is equivalent is the stated rate multiplied by the number of days in the year (365 or 366) and divided by 360.

LIBOR and BA Rate borrowings will require three business days' prior notice and will be in minimum amounts to be agreed upon.

Default Interest and Fees: Upon the occurrence and during the continuance of a Specified Event of Default (as defined below), any overdue principal, interest and Letter of Credit Fees (as defined below) shall bear interest at the applicable interest rate plus 2.0% per annum, and any other overdue amounts shall bear interest at the interest rate applicable to loans bearing interest at the Base Rate plus 2.0% per annum, and in each case, shall be payable on demand and shall

begin to accrue from the date of such Specified Event of Default.

"***Specified Event of Default***" means any of the following events of default: (a) a payment default, (b) a bankruptcy default, (c) a cross default to other indebtedness, (d) a financial covenant default, (e) a default of a covenant relating to the delivery of borrowing base reports or a compliance certificate, (f) a default of a covenant relating to the cash management system, and (g) the breach of any representation or warranty relating to borrowing base reports.

Interest Margins: The applicable Interest Margins for the Revolving Credit Facility will initially be 2.00% for LIBOR and BA Rate loans and 1.00% for Base Rate and Canadian prime rate loans; *provided* that commencing on the last day of the second full calendar quarter after the Closing Date, the Interest Margins with respect to the Revolving Credit Facility will be determined based on the average daily aggregate Unused Borrowing Availability (as defined below) for the immediately preceding quarter in accordance with the following grid:

Average Daily Unused Borrowing Availability	LIBOR Loans and BA Rate Loans	Base Rate Loans and Canadian Prime Rate Loans
Greater than or equal to 66-2/3% of the Revolving Credit Facility	1.75%	0.75%
Greater than or equal to 33-1/3% of the Revolving Credit Facility but less than 66-2/3% of the Revolving Credit Facility	2.00%	1.00%
Less than 33-1/3% of the Revolving Credit Facility	2.25%	1.25%

Unused Line Fee: An unused line fee shall accrue on the unused amounts of the commitments under the Revolving Credit Facility and shall initially be 0.50%; *provided* that commencing on the last day of the second full calendar quarter after the Closing Date, the unused line fee will be determined based on the average daily unused portion of the Revolving Credit Facility for the immediately preceding quarter in accordance with the following grid:

Average Daily Unused Portion of the	Unused Line Fee

	Revolving Credit Facility	
	Greater than or equal to 50% of the Revolving Credit Facility	0.500%
	Less than 50% of the Revolving Credit Facility	0.375%

Accrued unused line fees will be payable quarterly in arrears (calculated on a 360-day basis) for the account of the Lenders from the Closing Date.

"Unused Borrowing Availability" means the sum of (a) the difference between (i) the lesser of (A) the U.S. Borrowing Base and (B) the U.S. Subfacility Cap, minus (ii) the Revolving Loans and letters of credit outstanding to the U.S. Borrower under the Revolving Credit Facility and the unreimbursed drawings under the letters of credit issued for the account of the U.S. Borrower, plus (b) the difference between (i) the lesser of (A) the Canadian Borrowing Base and (B) the Canadian Subfacility Cap, minus (ii) the Revolving Loans and letters of credit outstanding to the Canadian Borrower under the Revolving Credit Facility and the unreimbursed drawings under the letters of credit issued for the account of the Canadian Borrower.

Letter of Credit Fees: Borrowers will pay the Administrative Agent (i) for the account of the Issuing Bank, a fronting fee equal to 12.5 basis points per annum and (ii) for the account of the Lenders, letter of credit participation fees ("Letter of Credit Fees") equal to the Interest Margin for LIBOR Loans under the Revolving Credit Facility, in each case on the undrawn amount of all outstanding letters of credit. In addition, Borrowers will pay the customary issuance fees of the Issuing Bank.

Mandatory Prepayments: At any time that the aggregate principal amount of the outstanding loans and letters of credit to the U.S. Borrower plus the unreimbursed drawings under the letters of credit issued for the account of the U.S. Borrower exceeds the U.S. Borrowing Base then in effect, the loans to the U.S. Borrower shall be prepaid immediately or, if no such loans are outstanding, letters of credit issued for the U.S. Borrower shall be cash collateralized in an amount equal to 105% of the face amount thereof, in an amount equal to such excess.

At any time that the aggregate principal amount of the outstanding loans and letters of credit to the Canadian Borrower plus the unreimbursed drawings under the letters of credit issued for the account of the Canadian Borrower exceeds the Canadian Borrowing Base then in effect, the loans to the Canadian Borrower shall be prepaid immediately or, if no such loans are outstanding, letters of credit issued for the Canadian Borrower shall be cash

	collateralized in an amount equal to 105% of the face amount thereof, in an amount equal to such excess. In no event will proceeds of the Collateral of any Canadian Loan Parties (as defined below) be applied in respect of obligations of the U.S. Loan Parties (as defined below). At any time a Cash Dominion Trigger Event (as defined below) exists, all proceeds of ABL Priority Collateral (as defined below) shall be applied to the obligations under the Revolving Credit Facility. There will be no prepayment penalties (except LIBOR or BA Rate breakage costs) for mandatory prepayments.
Optional Prepayments:	Permitted in whole or in part, without premium or penalty (except LIBOR or BA Rate breakage costs).
Application of Prepayments:	Mandatory and optional prepayments will be applied to any outstanding loans (and, to the extent provided above, to cash collateralize letters of credit) under the Revolving Credit Facility without any reduction in the commitments under the Revolving Credit Facility. In no event will proceeds of the Collateral of any Canadian Loan Parties be applied in respect of obligations of the U.S. Loan Parties.
Guarantees:	The obligations of the U.S. Borrower under the Revolving Credit Facility and any hedging or treasury management obligations of the U.S. Loan Parties to which a Lender, an Arranger or an affiliate of a Lender or an Arranger is a counterparty will be fully and unconditionally guaranteed by Holdings and all of the existing and future wholly-owned U.S. subsidiaries of U.S. Borrower (collectively, the "U.S. Guarantors and, together with the U.S. Borrowers, collectively the "U.S. Loan Parties"), except as to such hedging obligations for certain U.S. Guarantors to the extent a guarantee therefrom would violate the Commodity Exchange Act; provided, that, the U.S. Guarantors shall not include (i) any immaterial subsidiary, (ii) any special purpose subsidiary, (iii) any U.S. subsidiary that is a subsidiary of a foreign subsidiary, (iv) any U.S. subsidiary that has no material assets other than the capital stock of one or more foreign subsidiaries, (v) any subsidiary for which the cost of providing such guarantee is excessive in relation to the value afforded thereby and (vi) other exclusions to be mutually agreed but the U.S. Guarantors will include any entity which is an obligor under the Term Loan Facility. The obligations of the Canadian Borrower under the Revolving Credit Facility and any hedging or treasury management obligations of the Canadian Loan Parties to which a Lender, an Arranger or an affiliate of a Lender or an Arranger is a counterparty will be fully and unconditionally guaranteed on a joint and several basis by the U.S. Loan Parties and all other wholly-owned U.S. and Canadian subsidiaries of Holdings (each a

"Canadian Obligation Guarantor", and collectively, the "Canadian Obligation Guarantors" and, together with the U.S. Guarantors, the "Guarantors"), except as to such hedging obligations for certain U.S. entities to the extent a guarantee therefrom would violate the Commodity Exchange Act; provided, that, Canadian Obligation Guarantors will not include (i) any immaterial subsidiary, (ii) any special purpose subsidiary, (iii) any subsidiary for which the cost of providing such guarantee is excessive in relation to the value afforded thereby and (iv) other exclusions to be mutually agreed but the Canadian Obligation Guarantors will include any non-U.S. entity which is an obligor under the Term Loan Facility. The Canadian Borrower and the Canadian Obligation Guarantors that are Canadian subsidiaries of Holdings are collectively referred to herein as the "Canadian Loan Parties" and, together with the U.S. Loan Parties, collectively the "Loan Parties").

Security: The obligations of the U.S. Borrower under the Revolving Credit Facility and any hedging or treasury management obligations of the U.S. Loan Parties to which a Lender, an Arranger or an affiliate of a Lender or an Arranger is a counterparty will be secured by perfected first priority security interests in the following assets of the U.S. Loan Parties, whether now owned or hereafter acquired (other than the Excluded Assets (as defined below), the "U.S. ABL Priority Collateral", together with all such assets and properties owned by Canadian Loan Parties, the "ABL Priority Collateral"): (i) accounts, (ii) inventory, (iii) chattel paper, (iv) deposit accounts and, to the extent of any cash or cash equivalents on deposit therein, securities accounts (and all cash, checks and other negotiable instruments, funds and other evidences of payment held therein), (iv) to the extent evidencing, governing, securing or otherwise relating to any of the foregoing, all general intangibles, instruments, commercial tort claims, supporting obligations (including letter of credit rights), books, records, and documents (including databases, customer lists and other records, whether tangible or electronic, which contain any information relating to any of the foregoing) and (vi) all proceeds and products of any or all of the foregoing in whatever form received, including proceeds of business interruption insurance. The obligations of the U.S. Borrower under the Revolving Credit Facility and any hedging or treasury management obligations of the U.S. Loan Parties to which a Lender, an Arranger or an affiliate of a Lender or an Arranger is a counterparty will also be secured by perfected second priority security interests in, and mortgages on, all other assets of the U.S. Loan Parties, wherever located, now or hereafter owned, other than the U.S. ABL Priority Collateral (the "U.S. Term Loan Priority Collateral", and together with such assets of the Canadian Loan Parties, the "Term Loan Priority Collateral" and, together with the ABL Priority Collateral, the "Collateral"); provided, that, the Collateral shall not include any Excluded Assets (as defined below).

The obligations of the Canadian Borrower under the Revolving Credit Facility and any hedging or treasury management obligations of the Canadian Loan Parties to which a Lender, an Arranger or an affiliate of a Lender or an Arranger is a counterparty will be secured by perfected first priority security interests in all of the ABL Priority Collateral of the Loan Parties. The obligations of the Canadian Borrower under the Revolving Credit Facility and any hedging or treasury management obligations of the Canadian Loan Parties to which a Lender, an Arranger or an affiliate of a Lender or an Arranger is a counterparty will also be secured by perfected security interests in, and mortgages on, all Term Priority Collateral of the Loan Parties, subordinate only to the liens, if any, on such Collateral of the Term Loan Agent (as defined below) that secure the Term Loan Facility.

Notwithstanding anything to the contrary, the Collateral shall exclude the following: (i) any fee owned real property with a value of less than an amount to be agreed (with all required mortgages being permitted to be delivered post-closing to the extent necessary after the Loan Parties' using commercially reasonable efforts to deliver such mortgages on or prior to the Closing Date) and all leasehold property (it being understood there shall be no requirement to obtain any landlord waivers, estoppels or collateral access letters), (ii) motor vehicles and other assets subject to certificates of title, letter of credit rights (except to the extent constituting a support obligation for other Collateral as to which perfection of the security interest in such other Collateral is accomplished solely by the filing of a UCC or Personal Property Security Act ("PPSA") financing statement) and commercial tort claims below a threshold to be agreed, (iii) pledges and security interests prohibited by law, (iv) equity interests (A) constituting margin stock or (B) in any person (other than wholly owned subsidiaries or a subsidiary controlled by a Borrower or any wholly owned subsidiary) to the extent not permitted by the terms of such subsidiary's organizational or joint venture documents, except to the extent a security interest can be granted therein under the applicable provisions of the UCC or PPSA, (v) any intellectual property, lease, license, or other agreement or any property subject to a purchase money security interest, capital lease obligation or similar arrangements in each case to the extent that a grant of a security interest therein would violate or invalidate such intellectual property, lease, license, or agreement, purchase money, capital lease or similar arrangement or create a right of termination in favor of any other party thereto (other than a Loan Party), (vi) any property and assets the pledge of which would require governmental consent, approval, license or authorization that has not been obtained, (vii) "intent-to-use" trademark applications, (viii) assets in circumstances where the Administrative Agent and the Borrowers agree the cost, burden or consequences (including adverse tax consequences) of obtaining or perfecting a security interest in such assets is excessive in relation to the practical

benefit afforded thereby and (ix) other exceptions to be set forth in the Revolving Credit Documentation (the foregoing assets described in clauses (i) through (ix) above are, collectively, the "Excluded Assets"); provided that in the case of clauses (iv)(B), (v) and (vi), such exclusion shall not apply (x) to the extent the prohibition is ineffective under applicable anti-nonassignment provisions of the UCC, the PPSA or other applicable law or (y) to proceeds and receivables of the assets referred to in such clause, the assignment of which is expressly deemed effective under applicable anti-nonassignment provisions of the UCC, the PPSA or other applicable law notwithstanding such prohibition. In addition, (1) no actions shall be required to perfect a security interest in letter of credit rights below an agreed threshold other than the filing of a UCC or PPSA financing statement and (2) the Loan Parties shall not be required to take any actions outside the United States or Canada to perfect security interests in any Collateral.

The relative rights and priorities of the Administrative Agent and the agent under the Term Loan Facility (the "Term Loan Agent") with respect to the Collateral will be set forth in an intercreditor agreement, in form and substance reasonably satisfactory to the Administrative Agent, the Term Loan Agent and the Borrowers.

Representations and Warranties: Consistent with the Documentation Principles and limited to the following (to be applicable to Holdings, the Borrowers and their subsidiaries and subject, in each case, to materiality thresholds, baskets and other exceptions and qualifications to be agreed upon): financial statements (i) presenting fairly in all material respects the financial position and results of operations of the Borrowers and their subsidiaries at the respective dates of such information and for the respective periods covered thereby and (ii) having been prepared in accordance with U.S. GAAP consistently applied (except to the extent provided in the notes thereto); absence of undisclosed liabilities; no material adverse change; corporate existence; compliance with laws (including the USA PATRIOT Act, The Proceeds of Crime (Money Laundering) and Terrorist Financing Act of Canada, ERISA, Pension Benefits Act or similar act of any applicable jurisdiction, margin regulations, environmental laws, laws applicable to sanctioned persons, OFAC and the Foreign Corrupt Practices Act); no "defined benefit plans" in Canada; licenses and permits; corporate power and authority; due authorization and enforceability of Revolving Credit Documentation; no conflict with laws or material contractual obligations; effectiveness of governmental approvals; absence of material litigation; no default under Revolving Credit Facility; ownership of properties; location of real property; liens; intellectual property; payment of taxes; inapplicability of the Investment Company Act; subsidiaries; Federal Reserve regulations; environmental matters; insurance; solvency on a consolidated basis; labor matters; and accuracy of disclosure; validity, priority and perfection of security interests in the

	Collateral; and eligible accounts. If the Recapitalization Transactions are consummated pursuant to an insolvency proceeding, the foregoing representations and warranties shall reflect exceptions customary for "exit" or similar financings.
Collateral Reporting:	Collateral reporting and field examinations shall consist of: (a) as to collateral reports, monthly, unless a Cash Dominion Trigger Event (as defined below) exists, then weekly; provided, that, reporting as to Qualified Cash (as defined below) shall be furnished with the periodic collateral reports and upon the request of the Administrative Agent; and (b) as to field examinations, (i) no more than 2 field examinations in any 12 month period at the expense of Borrowers so long as a Cash Dominion Trigger Event does not exist during such 12 month period, (ii) no more than 3 field examinations in any 12 month period at the expense of Borrowers if a Cash Dominion Trigger Event existed during such twelve month period, and (iii) such other field examinations as Administrative Agent may reasonably request at any time an event of default under the Revolving Credit Facility exists.
Affirmative Covenants:	Consistent with the Documentation Principles and limited to the following (to be applicable to Holdings, the Borrowers and their subsidiaries and subject, in each case, to materiality thresholds, baskets and other exceptions and qualifications to be agreed upon): maintenance of corporate existence and rights; performance of obligations; delivery of annual audited consolidated financial statements, quarterly consolidated financial statements (other than the fourth quarter) and, if a Cash Dominion Trigger Event exists, monthly financial statements, projections and other information, including information required under the USA PATRIOT Act and other applicable "know your customer" legislation; delivery of notices of default, litigation, change of name or collateral location, ERISA events or similar events under other applicable Canadian pension legislation; maintenance of properties in good working order; maintenance of insurance; collateral administration; compliance with laws (including ERISA, Canadian pension and environmental laws); inspection of books and properties; further assurances; and payment of taxes.
Negative Covenants:	Consistent with the Documentation Principles and limited to the following to be applicable to Holdings, the Borrowers and their subsidiaries and subject, in each case, to materiality thresholds, baskets and other exceptions and qualifications to be agreed upon): Indebtedness. Holdings shall not, nor shall it permit any of its subsidiaries to, directly or indirectly, create, incur, assume or guaranty, or otherwise become or remain directly or indirectly liable with respect to any indebtedness, subject to customary

exceptions and consistent with the Documentation Principles, including without limitation:

- obligations under the Revolving Credit Facility, any Incremental Facilities, the Term Loan Facility and any incremental facilities thereunder (and any refinancings of the foregoing);

- intercompany indebtedness among Holdings and its subsidiaries to the extent constituting a permitted investment;

- any indebtedness permitted to survive after the Closing Date;

- indebtedness with respect to capital leases and purchase money indebtedness in an amount to be agreed;

- indebtedness of foreign subsidiaries (whether unsecured or secured by assets of the foreign subsidiary incurring such indebtedness) provided that the aggregate amount of such indebtedness shall not exceed $15,000,000 and, in the case of indebtedness secured by assets of any Canadian subsidiary, such security shall be subject to a reasonably acceptable intercreditor agreement;

- indebtedness assumed in connection with a Permitted Acquisition (as defined below) and not incurred in contemplation thereof, provided that the aggregate amount of such indebtedness that is secured and assumed during the term of the Revolving Credit Facility shall not exceed $25,000,000;

- unsecured indebtedness incurred in connection with a Permitted Acquisition (as defined below), provided that the aggregate amount of such indebtedness shall not exceed $20,000,000; and

- other indebtedness in an aggregate amount not to exceed at any time the greater of (a) $15,000,000 and (b) 5% of consolidated total assets (excluding goodwill and other intangibles) of Holdings and its subsidiaries.

Liens. Holdings shall not, nor shall it permit any of its subsidiaries to, directly or indirectly, create, incur or assume any lien on or with respect to any of its properties or assets, subject to customary permitted liens consistent with the Documentation Principles and other exceptions to be agreed.

Dispositions. Holdings shall not, nor shall it permit any of its subsidiaries to, sell, transfer or otherwise dispose of all or any part of its business, assets or property, subject to customary exceptions

and consistent with the Documentation Principles.

Sale Lease-back Transactions. Holdings shall not, nor shall it permit any of its subsidiaries to, enter into sale lease-back transactions, subject to customary exceptions consistent with the Documentation Principles.

Investments. Holdings shall not, nor shall it permit any of its subsidiaries to, directly or indirectly, make or own any investment in any other person, subject to customary exceptions and consistent with the Documentation Principles, including without limitation:

- intercompany investments among Holdings and its subsidiaries (including intercompany loans, subject to customary pledges as set forth above under the heading entitled "Security"), subject to limitations to be specified in respect of investments in subsidiaries that are not Loan Parties;

- loans and advances to officers, directors, employees and consultants of Holdings (or any direct or indirect parent thereof) and its subsidiaries in an aggregate principal amount not to exceed at any time $1,000,000;

- acquisitions ("***Permitted Acquisition***"); provided that (a) no event of default has occurred and is continuing immediately before any such acquisition or would result immediately after giving effect to such acquisition, (b) acquired entities must be in substantially the same line of business as Holdings and its subsidiaries or a business that is corollary, ancillary or complementary thereto, (c) the Payment Conditions shall be satisfied and (d) with respect to Permitted Acquisitions of entities that do not become Guarantors, the total consideration paid in respect of the acquisition of such entities shall not exceed $10,000,000; provided, that, such cap will not apply to any Permitted Acquisition effected by a non-Loan Party subsidiary

- investments in joint ventures and subsidiaries in an aggregate principal amount not to exceed $10,000,000;

- investments in an aggregate amount not to exceed at any time the greater of (a) $15,000,000 and (b) 5% of consolidated total assets (excluding goodwill and intangibles) of Holdings and its subsidiaries; and

- other investments so long as the Payment Conditions (as defined below) shall be satisfied.

Restricted Payments. Holdings shall not, nor shall it permit any of its subsidiaries to, pay any dividends or distributions on, or

redemptions of, Holdings' or such subsidiary's equity, subject to customary exceptions and consistent with the Documentation Principles, including without limitation:

- restricted payments to Holdings to pay (or to make restricted payments to any direct or indirect parent of Holdings to pay) (a) franchise taxes and other fees, taxes and expenses required to maintain its or their legal existence, (b) customary salary, bonus and other benefits payable to officers and employees to the extent such salaries, bonuses and other benefits are attributable to the ownership or operation of the Borrowers and their subsidiaries, (c) operating and overhead costs and expenses to the extent such costs and expenses are attributable to the ownership or operation of the U.S. Borrower and its subsidiaries, (d) fees and expenses related to any debt or equity offering (whether or not successful) and any investment otherwise permitted under the investments negative covenant and (e) cash payments in lieu of issuing fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for equity interests of the Holdings or any direct or indirect parent of the Holdings;

- tax distributions in amounts sufficient to permit Holdings (or any direct or indirect parent thereof) to pay its consolidated, combined or similar tax liability (including franchise or similar taxes) in respect of the U.S. Borrower and its subsidiaries;

- restricted payments consisting of the cashless exercise of options and warrants of the equity interests of Holdings or any of its subsidiaries;

- so long as no event of default is continuing, restricted payments to any present, former or future director, officer, employee, member of management or consultant of Holdings (or any direct or indirect parent thereof) or any of its subsidiaries (or their respective estates, heirs, family members, spouses or former spouses) pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or arrangement or upon such person's death, disability, retirement or termination of employment, in an aggregate amount not to exceed $1,000,000 in any year (with rollover of unused basket amounts from prior fiscal years); and

- any other restricted payments to Holdings and from Holdings to its shareholders, so long as the Payment Conditions (as defined below) shall be satisfied.

"Payment Conditions" means, at the time of determination with

respect to any specified transaction or payment, the following conditions:

(a) as of the date of any such transaction or payment, and after giving effect thereto, no event of default under the Revolving Credit Facility shall exist,

(b) either (i) the Excess Availability would be at least the greater of (x) 20% of the Line Cap and (y) $20 million, in each case, on a pro forma basis immediately after giving effect to such transaction or payment and on a pro forma basis has been greater than such amount during the 30 consecutive days immediately prior to such transaction or payment, or (ii) (A) Excess Availability would be at least the greater of (x) 17.5% of the Line Cap and (y) $18 million, on a pro forma basis immediately after giving effect to such transaction or payment and on a pro forma basis has been greater than such amount during the 30 consecutive days immediately prior to such transaction or payment; and (B) on a pro forma basis after giving effect to such transaction or payment, Holdings and its subsidiaries would have had a fixed charge coverage ratio of not less than 1.1 to 1.0 for the four quarter (or, if a Cash Dominion Trigger Event exists, twelve month) period ended immediately prior to the date of such transaction or payment as if it had occurred on the first day of such period; and

(c) In the case of any transaction or payment in excess of an amount to be agreed, Agent shall have received, on or prior to the date of such transaction or payment, a certificate from Holdings certifying as to compliance with the preceding clauses and demonstrating (in reasonable detail) the calculations required thereby.

"Line Cap" means the lesser of (a) the aggregate of the U.S. Borrowing Base and the Canadian Borrowing Base and (b) the Revolving Loan Cap.

Payments on/Modifications to Subordinated or Junior Lien Debt. Holdings shall not, nor shall it permit any of its subsidiaries to, directly or indirectly, (a) make payments in cash on permitted subordinated debt, permitted unsecured debt incurred in connection with a Permitted Acquisition, or junior lien debt prior to the scheduled maturity thereof (other than (i) regularly scheduled payments of interest and payment of fees, expenses and indemnification obligations (subject to the limitations contained in any applicable subordination provisions), (ii) refinancings, conversions or exchanges of such debt for like or junior debt, subject to conditions to be mutually agreed, (iii) payments with, or conversions to, equity (other than disqualified stock), (iv) so long as no event of default is continuing, payments as part of an "AHYDO catch-up payment", or (v) other payments, prepayments, redemptions and repurchases so long as the Payment Conditions

shall be satisfied; or (b) modify the terms of any such permitted subordinated, unsecured or junior lien debt to the extent such modification is materially adverse to the applicable Lenders or is in violation of the terms of the applicable subordination or intercreditor agreement(s) (it being understood that the foregoing limitation shall not otherwise prohibit refinancing, replacing or exchanging debt subject to limitations to be mutually agreed).

Transactions with Affiliates. Holdings shall not, nor shall it permit any of its subsidiaries to, directly or indirectly, enter into or permit to exist any transaction with any affiliate of Holdings on terms that are less favorable in any material respect to Holdings or that subsidiary, as the case may be, than those that might be obtained at the time from a person who is not such an affiliate; subject to customary exceptions and consistent with the Documentation Principles.

Negative Pledge Restrictions. Holdings shall not, nor shall it permit any of its subsidiaries to, enter into any agreement prohibiting the creation or assumption of any lien upon any of its properties or assets to secure the obligations under the Revolving Credit Facility or restricting distributions by subsidiaries, subject to customary exceptions and consistent with the Documentation Principles.

Fundamental Changes. Holdings shall not, nor shall it permit any of its subsidiaries to, enter into any transaction of merger, amalgamation or consolidation, or liquidate, wind-up or dissolve itself (or suffer any liquidation or dissolution) or sell, transfer or otherwise dispose of all or substantially all of its assets, subject to customary exceptions and consistent with the Documentation Principles.

Lines of Business. Holdings shall not, nor shall it permit any of its subsidiaries to, engage in new lines of business, subject to customary exceptions and consistent with the Documentation Principles.

Canadian Defined Benefit Plans. Holdings shall not, nor shall it permit any of its subsidiaries to, have any "defined benefit plans" in Canada.

Cash Management: The Loan Parties will establish and maintain a cash management system reasonably acceptable to the Administrative Agent providing for springing cash dominion and control of the deposit accounts of the Loan Parties, provided, that, the Administrative Agent will not exercise such dominion unless a Cash Dominion Trigger Event exists.

"Cash Dominion Trigger Event" means any period (a) commencing on the date that a Specified Event of Default has occurred and

ending on the date on which such Specified Event of Default has been waived or cured or (b) commencing on the date that Excess Availability is less than the greater of (i) twelve and a half (12.5%) percent of the Line Cap and (ii) $12 million for five (5) consecutive business days, and ending on the date that Excess Availability has been greater than the greater of (ii) twelve and a half (12.5%)percent of the Line Cap and $12 million, for any consecutive thirty (30) day period thereafter.

"Excess Availability" means (a) the Line Cap , plus (b) Qualified Cash in an amount not to exceed $40 million minus (c) Revolving Loans and the outstanding letters of credit under the Revolving Credit Facility and unreimbursed drawings under letters of credit.

"Qualified Cash" means cash and cash equivalents owned by Loan Parties which (a) is available for use by a Borrower, without condition or restriction (other than in favor of Administrative Agent or Term Loan Agent), (b) is located in an account in the United States or Canada which is subject to an account control agreement in favor of the Administrative Agent, and (c) is subject to the perfected first priority security interest in favor of Administrative Agent and is free and clear of any pledge, security interest, lien, claim or other encumbrance (other than in favor of Administrative Agent, Term Loan Agent and the securities intermediary or financial institution where such cash is maintained for its customary fees and charges).

Financial Covenant:

None, so long as a Covenant Compliance Period does not exist. If a Covenant Compliance Period exists, then a minimum fixed charge coverage ratio covenant of 1.0:1.0 will apply for the most recently ended period of four consecutive quarters (or, if a Cash Dominion Trigger exists, twelve consecutive months) for which financial statements have been delivered (the "Financial Covenant").

"Covenant Compliance Period" means the period commencing on the date on which Excess Availability is less than the greater of $10 million and 10% of the Line Cap and ending on the date that Excess Availability has been greater than the greater of $10 million and 10% of the Line Cap, for any consecutive thirty (30) day period thereafter.

Equity Cure:

If the Loan Parties fail to comply with the Financial Covenant, Holdings shall have the right to issue for cash consideration capital stock to, or receive a cash capital contribution (which equity shall be common equity on terms and conditions reasonably acceptable to the Administrative Agent) from, then existing shareholders, the cash proceeds of which must be contributed to the U.S. Borrower, at any time after the end of the relevant test period until the tenth business day after the required delivery of the compliance certificate for the relevant test period (the "Equity Cure") in an

aggregate amount equal to the amount necessary to cure the default. The Equity Cure may not be used more than five times in the aggregate since the Closing Date, and no more than twice in any consecutive four fiscal quarter period.

The proceeds from the Equity Cure shall be (i) added to EBITDA for the applicable fiscal quarter or month, as applicable (solely for purposes of determining compliance with the Financial Covenant for such fiscal quarter and the subsequent three fiscal quarters or, if applicable, for such fiscal month and the subsequent eleven fiscal months) and (ii) disregarded for the purposes of determining financial ratio-based conditions and covenant baskets. There shall be no pro forma or other reduction in indebtedness with the proceeds from the Equity Cure for determining compliance with the Financial Covenant for the fiscal quarter or month in which the Equity Cure is used.

Events of Default: Subject to materiality thresholds, exceptions and/or grace periods to be set forth in the Revolving Credit Documentation and limited to: nonpayment of principal, interest or other amounts; failure to observe or perform covenants, conditions or other agreements; incorrectness of representations and warranties in any material respect; cross default and cross acceleration to material indebtedness of the Borrowers or their subsidiaries; bankruptcy or insolvency event with respect to the Borrowers and their material subsidiaries; material judgments against the Borrowers or their subsidiaries; ERISA or other Canadian pension events; invalidity of Guarantees, security documents or subordination provisions of the agreements evidencing any material subordinated indebtedness; and change of control (to be defined in a mutually acceptable manner and consistent with the Documentation Principles).

Conditions Precedent to Each Borrowing: The conditions to all loans and letters of credit will consist of (a) customary prior written notice of the request for the loan or letter of credit in accordance with the Revolving Credit Documentation, (b) the accuracy of representations and warranties in the Revolving Credit Documentation in all material respects, (c) the absence of any default or event of default at the time of, and after giving effect to, the making of the loan or letters of credit or the issuance (or amendment or extension) of the letter of credit, (d) after giving effect to the requested loans or letter of credit, the aggregate amount of loans and letters of credit outstanding to the U.S. Borrower under the Revolving Credit Facility and the unreimbursed drawings under the letters of credit issued for the account of the U.S. Borrower will not exceed the lesser of the U.S. Borrowing Base or the U.S. Subfacility Cap, (e) after giving effect to the requested loan or letter of credit, the aggregate amount of loans and letters of credit outstanding to the Canadian Borrower under the Revolving Credit Facility and the unreimbursed drawings under the letters of credit issued for the account of the

	Canadian Borrower will not exceed the lesser of the Canadian Borrowing Base or the Canadian Subfacility Cap, and (f) the Confirmation Order (as defined below) shall be in full force and effect, shall not have been reversed or stayed, and shall not have been amended or modified in any manner which is adverse to the Lenders in any material respect.
Conditions Precedent to Initial Borrowing:	Satisfaction of all conditions precedent to the closing and effectiveness of the Term Loan Facility; substantially simultaneous receipt of proceeds of the Rights Offering; substantially simultaneous consummation of the Recapitalization Transactions and making of the Specific Liabilities Payments (and after giving effect thereto, no outstanding indebtedness or preferred stock at closing other than (a) the loans under the Revolving Facility, (b) loans under the Term Loan Facility and (c) other limited indebtedness not to exceed $1 million; consummation of the Contribution and execution and delivery of the Option Agreement; delivery of customary legal opinions, customary corporate documents and officers' and public officials' certifications; receipt of solvency certificate; accuracy of representations and warranties and no default or event of default (and receipt of officer's certificate relating thereto); perfected security interests in the Collateral (free and clear of all liens other than liens securing the Term Loan Facility and subject to customary and limited exceptions to be agreed upon); no Material Adverse Effect (as defined below); minimum Unused Borrowing Availability under the Revolving Credit Facility (after giving effect to the initial extensions of credit thereunder); receipt of customary lien and judgment searches and estoppel letters; receipt of the Intercreditor Agreement, borrowing base certificate and other loan documents, completion of field examination; customary evidence of authority; payment of fees and expenses; receipt of Patriot Act and other applicable "know your customer" information; delivery of financial statements; obtaining of customary insurance (together with a customary lenders loss payable endorsement). If the Recapitalization Transactions are consummated pursuant to an insolvency proceeding, the Revolving Credit Documentation will contain conditions customary for "exit" or similar financings, including entry of an order (which order shall be immediately effective, not vacated or stayed and not subject to any pending appeal), in form and substance satisfactory to the Administrative Agent (the "Confirmation Order") confirming the Chapter 11 reorganization plan (the "Chapter 11 Plan"), and authorizing Holdings and all of its subsidiaries that are debtors in the bankruptcy proceeding to execute and deliver the Revolving Credit Documentation, the definitive documentation for the Term Loan Facility, the Intercreditor Agreement and all ancillary documentation relating to the foregoing; substantially simultaneous repayment in full of, and termination of all guarantees and security interests relating to, any debtor-in-possession financing agreement (a "DIP Facility"); no waiver,

amendment or modification of the Chapter 11 Plan or Confirmation Order that is adverse to the Lenders in any material respect, and the occurrence of effective date of the Chapter 11 Plan, satisfaction of all conditions precedent thereto and substantially simultaneous substantial consummation of the Chapter 11 Plan (and receipt of officer's certificate as to the foregoing).

"Material Adverse Effect" shall mean a material adverse effect on (a) the business, assets, operations or financial condition of the Borrowers and their Subsidiaries, taken as a whole and (b) the ability of the Loan Parties, taken as a whole, to perform its payment obligations under the Revolving Credit Facility.

Amendments and Waivers: Amendments, waivers and consents with respect to the provisions of the Revolving Credit Documentation will require the approval of the Required Lenders, provided that, in addition to the approval of Required Lenders, (a) the consent of each Lender directly and adversely affected thereby will be required with respect to matters relating to (i) increases in the commitment of such Lender, (ii) reductions of principal, interest or fees (provided that a waiver of default interest shall not constitute a reduction of interest for this purpose), (iii) extensions of final maturity or the due date of any interest, fee or other payments (other than waivers of default interest), and (iv) changes to the order of application of funds and (b) the consent of all Lenders will be required with respect to (i) modifications of the pro rata sharing requirements of the Revolving Credit Documentation, (ii) modifications of the voting percentages or changes in the definition of "Required Lenders", "Supermajority Lenders" or any other provisions specifying the number of Lenders or portion of the loans or commitments required to take any action under the Revolving Credit Documentation, and (iii) releases of all or substantially all of the value of the Collateral or guarantees (other than in connection with transactions permitted pursuant to the Revolving Credit Documentation). Increases in the percentages applied to eligible assets in the U.S. Borrowing Base or Canadian Borrowing Base and other modifications to the U.S. Borrowing Base, Canadian Borrowing Base or any components thereof which would result in an increase in the amount of availability (but exclusive of the right of the Administrative Agent to add, increase, eliminate or reduce the amount of reserves or to exercise other discretion it may have pursuant to such provisions) may be subject to the approval of the Supermajority Lenders. Matters affecting the Administrative Agent, the Swingline Lender or the Issuing Bank will require the approval of such party. The commitments of one or more Lenders under the U.S. Subfacility or the Canadian Subfacility (each, a "Subfacility") may be increased so long as the commitments under the other Subfacility are concurrently decreased by an amount equal to such increase so that the aggregate commitments under the Revolving Credit Facility remain unchanged after giving effect

to such increase and decrease, it being agreed that such reallocation of commitments between each Subfacility may be effected with the consent of the Borrowers, the Administrative Agent and each Lender increasing its commitment under each Subfacility, provided, that, (a) the Canadian Subfacility, after giving effect to any increase, shall not exceed the Canadian Subfacility Cap (as such Canadian Subfacility Cap has been increased as part of an Incremental Facility but without giving effect to any decrease that occurred under a reallocation from the Canadian Subfacility to the U.S. Subfacility) and (b) any such decrease in a Subfacility shall result in a pro rata reduction in the commitment of each lender under such Subfacility.

"Required Lenders" means those non-defaulting Lenders who collectively hold more than 50% of the total commitments or exposure under the Revolving Credit Facility, provided, that, at any time that there are 2 or more unaffiliated Lenders, "Required Lenders" must include at least 2 unaffiliated Lenders.

"Supermajority Lenders" means those non-defaulting Lenders holding more than 66 2/3% of total commitments or exposure under the Revolving Credit Facility provided, that, at any time that there are two (2) or more unaffiliated Lenders, "Supermajority Lenders" must include at least two (2) unaffiliated Lenders.

Governing Law and Forum: The laws of the State of New York. Each party to the Revolving Credit Documentation will waive the right to trial by jury and will consent to exclusive jurisdiction of the state and federal courts located in the Borough of Manhattan in the City of New York.

Cost and Yield Protection: Usual for facilities and transactions of this type, including customary tax gross-up provisions and including, but not limited to, provisions relating to Dodd-Frank and Basel III.

Assignments, Participations and CAM Provisions: The Lenders will be permitted to assign loans and commitments under the Revolving Credit Facility with, so long as no event of default has occurred and is continuing, the consent of the Borrowers (not to be unreasonably withheld or delayed which consent shall be deemed to have been given if the Borrowers have not responded within 8 business days of a request for such consent); provided, that, the consent of the Borrowers shall not be required for assignments to any Lender, affiliate of any Lender or an approved fund of any Lender. All assignments will require the consent of the Administrative Agent, not to be unreasonably withheld or delayed; provided, that, no assignments shall be made to Holdings or its affiliates. Each assignment will be in an amount of an integral multiple of $5 million except in the case of an assignment to a Lender, an affiliate of a Lender or an approved fund.

The Lenders will be permitted to sell participations (other than to

Disqualified Lenders (to be defined in the Revolving Credit Documentation) to the extent a list of Disqualified Lenders has been made available to all Lenders) in loans and commitments without restriction. Voting rights of participants shall be limited to matters in respect of (a) increases in commitments of such participant, (b) reductions or forgiveness of principal, interest or fees payable to such participant, (c) extensions of final maturity or scheduled amortization of, or the date for payment of interest or fees on the loans or commitments in which such participant participates and (d) releases of all or substantially all of the value of the Guarantees, or all or substantially all of the Collateral.

The Revolving Credit Documentation will contain customary collateral allocation mechanism provisions which will be triggered upon the occurrence of a bankruptcy default or an acceleration of obligations following the occurrence of any other event of default.

Expenses and Indemnification: The Borrowers will indemnify the Arrangers, the Administrative Agent, the Issuing Bank, the Lenders, their respective affiliates, successors and assigns and the officers, directors, employees, agents, advisors, controlling persons and members of each of the foregoing (each, an "Indemnified Person") and hold them harmless from and against all costs, expenses (including reasonable fees, disbursements and other charges of counsel) and liabilities of such Indemnified Person arising out of or relating to any claim or any litigation or other proceeding (regardless of whether such Indemnified Person is a party thereto and regardless whether such matter is initiated by a third party or by Holdings, the Borrowers or any of their respective affiliates or equity holders) that relates to the Transactions, including the financing contemplated hereby; provided that no Indemnified Person will be indemnified for any cost, expense or liability to the extent determined in the final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from (i) the bad faith, gross negligence or willful misconduct of such Indemnified Person or any of its controlled affiliates or controlling persons or any of the officers, directors or employees of any of the foregoing or (ii) disputes solely between and among Indemnified Persons to the extent such disputes do not arise from any act or omission of the Borrowers or any of their affiliates (other than with respect to a claim against an Indemnified Person acting in its capacity as an agent or Arranger or similar role under the Revolving Credit Documentation). In addition, the Borrowers shall pay (a) all reasonable and documented out-of-pocket expenses (including, without limitation, reasonable fees, disbursements and other charges of counsel (but limited to one primary counsel in each of the U.S. and Canada and local counsel in each applicable jurisdiction)) of the Arrangers and the Administrative Agent in connection with the syndication of the Revolving Credit Facility, the preparation and administration of the Revolving Credit Documentation, and amendments, modifications and waivers thereto and (b) all out-of-pocket

	expenses (including, without limitation, fees, disbursements and other charges of counsel (but limited to one primary counsel in each of the U.S. and Canada and local counsel in each applicable jurisdiction (and, in the case of an actual or perceived conflict of interest, another counsel for each affected Indemnified Person)) of the Arrangers, the Administrative Agent and the Lenders for enforcement costs associated with the Revolving Credit Facility. None of Holdings, the Borrowers, any of their respective subsidiaries or any Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) arising out of, related to or in connection with any aspect of the Transactions, except to the extent of (i) direct, as opposed to indirect, special, punitive or consequential, damages and (ii) with respect to Holdings, the Borrowers or any of their respective subsidiaries, any such damages incurred or paid by an Indemnified Person to a third party.
Counsel to Administrative Agent:	Otterbourg P.C.
Canadian Counsel to Administrative Agent:	Osler, Hoskin & Harcourt LLP

Annex 2

Post-Emergence Term Loan Agreement – Term Sheet

The amount of the commitments, structure and pricing described in the attached term sheets are subject to change based upon market conditions.

Select Staffing
$350,000,000 Senior Secured Term Loan Credit Facility
Summary of Principal Terms and Conditions

*This Summary of Principal Terms and Conditions, including Annex I hereto (collectively, this "**Term Sheet**"), outlines certain terms of the Term Facility (as defined below) of the Borrower (as defined below). This Term Sheet does not constitute a commitment on behalf of any of the parties referred to herein to participate in any capacity in the transactions described herein. This Term Sheet does not include a description of all of the terms, conditions and other provisions that are to be contained in the documentation relating to such transactions, to which reference should be made.*

Borrower:	Koosharem, LLC, a California limited liability company (the "***Borrower***") and a wholly owned subsidiary of New Koosharem Corporation, a California corporation ("***Holdings***"), which in connection with the transactions contemplated hereby will be reorganized and incorporated as a Delaware corporation. Holdings and its subsidiaries are collectively referred to herein as the "***Companies***".
Transactions:	(a) The Borrower will obtain commitments under the Term Facility described below under the caption "Term Facility", (b) the Borrower will obtain a senior secured asset-based revolving credit facility (the "***ABL Facility***") in an aggregate principal amount of up to $120,000,000 to fund operations of the Companies following the consummation of the Transactions (as defined below), (c) Holdings will obtain $225,000,000 of new cash equity through a rights offering to be funded by certain existing lenders and investors (the "***Rights Offering***"), and will contribute all net cash proceeds of the Rights Offering to the Borrower as cash common equity, (d) the Borrower will (i) in accordance with the terms of a plan of restructuring (whether through an insolvency proceeding or otherwise) fully and finally satisfy all claims and other obligations of the applicable Companies relating to (x) that

certain First Lien Credit and Guaranty Agreement dated as of July 12, 2007 (as amended, restated, supplemented or otherwise modified from time to time) by and among the Borrower, as borrower, the subsidiary guarantors party thereto, Bank of the West, as administrative agent, collateral agent, documentation agent, co-lead arranger and co-bookrunner, BNP Paribas Securities Corp., as co-lead arranger and co-bookrunner, and the lenders party thereto from time to time (the "***Existing First Lien Credit Agreement***"), in exchange for a cash payment of a specified percentage of the face amount of the principal amount of such obligations and the right to participate in the Rights Offering and (y) that certain Second Lien Credit and Guaranty Agreement dated as of July 12, 2007 (as amended, restated, supplemented or otherwise modified from time to time) by and among the Borrower, as borrower, the subsidiary guarantors party thereto, Wilmington Trust FSB, as successor to BNP Paribas Securities Corp. as administrative agent, collateral agent and documentation agent, Bank of the West, as co-lead arranger and co-bookrunner, BNP Paribas Securities Corp., as co-lead arranger and co-bookrunner, and the lenders party thereto from time to time (the "***Existing Second Lien Credit Agreement***" and, together with the Existing First Lien Credit Agreement, the "***Existing Credit Agreements***"), in exchange for a cash payment of a specified percentage of the face amount of the principal amount of such obligations and warrants for an aggregate of 10% of the equity of Holdings (after giving effect to the reorganization and incorporation of Holdings in connection with the transactions contemplated hereby, but without giving effect to dilution for certain restricted stock and shares issued pursuant to a management incentive plan), and (ii) in connection therewith, all cash collateral under or in respect of the Existing Credit Agreements shall be released and any and all commitments, security interests and guaranties in connection with the Existing Credit Agreements shall be terminated and released (the transactions described in this clause (d), collectively, the "***Recapitalization***

Transactions"),

(e) the Borrower will satisfy certain other indebtedness and other liabilities and obligations of the Companies, including in connection with deferred payroll obligations, certain seller note obligations, settlement and payment of certain accounts payable and settlement and payment of certain claims by the California State Compensation Insurance Fund (the transactions described in this clause (e), collectively, the "***Specific Liability Payments***"),

(f) certain existing equity holders in Holdings will contribute or cause to be contributed to Holdings (a) 100% of the equity interests of each of the following entities (collectively, the "***Contributed Entities***"): (i) Decca Consulting Ltd., (ii) Decca Consulting, Inc., (iii) Resdin Industries Ltd. and (iv) Vaughan Business Solutions, Inc., and (b) certain service agreements (collectively, the "***Contribution***"),

(g) certain existing equity holders in Holdings will grant, or cause to be granted, to Holdings an option to purchase 100% of the equity interests of the Butler Companies (consisting of Butler America, Inc., Butler America TCS, Inc., Butler American Staffing LLC and Butler Technical Services India (P) Ltd.) for consideration set forth in the option agreement to be entered into relating thereto (the "***Option Agreement***"), and

(h) fees and expenses incurred in connection with the foregoing (the "***Transaction Costs***") will be paid.

The transactions described above, together with the transactions related thereto, are collectively referred to herein as the "***Transactions***".

Agent: Credit Suisse AG, acting through one or more of its branches or affiliates ("***CS***"), will act as sole administrative agent and collateral agent for the Term Facility (collectively, in such capacities, the "***Agent***") for a syndicate of banks, financial institutions and other institutional lenders

	reasonably acceptable to the Borrower (the "***Lenders***") and which shall not include certain disqualified lenders ("***Disqualified Lenders***") specified by the Companies in writing prior to the Closing Date, and will perform the duties customarily associated with such roles.
Joint Bookrunners and Joint Lead Arrangers:	Credit Suisse Securities (USA) LLC and RBC Capital Markets will act as joint lead arrangers and joint bookrunners for the Term Facility (collectively, in such capacities, the "***Arrangers***") and will perform the duties customarily associated with such roles.
Term Facility:	A senior secured term loan facility in an aggregate principal amount of $350,000,000 (the "***Term Facility***"; the loans thereunder, the "***Term Loans***").
Incremental Facilities:	The Term Facility Documentation (as defined below) will permit the Borrower from time to time, on one or more occasions, to add one or more incremental term loan facilities to the Term Facility (each, an "***Incremental Term Facility***" and collectively referred to as the "***Incremental Term Facilities***") in the aggregate principal amount ("***Available Incremental Term Amount***") of up to (a) $50,000,000 plus (b) an unlimited amount, so long as after giving effect to the borrowings under such Incremental Term Facilities on the effective date thereof on a *pro forma* basis (assuming that such Incremental Term Facilities are fully drawn but not including the proceeds thereof for netting purposes and after giving effect to any acquisition consummated in connection therewith and all customary *pro forma* events and adjustments), the net leverage ratio (to be defined in a mutually acceptable manner and to be net of unrestricted cash of the Companies in an amount not to exceed $25,000,000) (the "***Total Leverage Ratio***") is equal to or less than 3.50:1.00. The Incremental Term Facilities shall be subject solely to the following terms and conditions: (a) the Incremental Term Facilities will rank *pari passu* in right of payment and security with the

Term Facility; (b) no existing Lender will be required to participate in any such Incremental Term Facility without its consent; (c) no event of default under the Term Facility shall exist immediately prior to giving effect thereto or would exist immediately after giving effect thereto; (d) the maturity date of any such Incremental Term Facility shall be no earlier than the maturity date of the Term Facility; (e) the weighted average life to maturity of any such Incremental Term Facility shall be no shorter than the remaining weighted average life to maturity of the Term Loans; (f) all representations and warranties shall be true and correct in all material respects immediately prior to, and immediately after giving effect to, the incurrence of such Incremental Term Facility (without giving effect to any materiality qualifications in such representations and warranties), subject to customary "SunGard" provisions to the extent the proceeds of such Incremental Term Facility are used to finance, in whole or in part, an acquisition; (g) any fees payable in connection with such Incremental Term Facility shall be determined by the Borrower and the arrangers and/or lenders providing such Incremental Term Facility; (h) any Incremental Term Facility may provide for the ability to participate on a *pro rata* basis or less than *pro rata* basis in any voluntary or mandatory prepayments of the Term Loans; (i) with respect to any Incremental Term Facility, the interest rate, upfront fees and original issue discount for any term loans under such Incremental Term Facility shall be as determined by the Borrower and the lenders providing such Incremental Term Facility; provided that in the event that the yield on such Incremental Term Facility (taking into account interest margins, upfront fees and OID on such term loans, with upfront fees and OID being equated to interest margins based on an assumed four-year life to maturity (or, if shorter, the remaining life of such Incremental Term Facility), but exclusive of any arrangement, syndication, structuring, commitment or other fees not payable to the lenders of such Incremental Term Facility in connection therewith) (the "***Incremental***

Yield") on any Incremental Term Facility exceeds the yield on the Term Facility (determined as provided above), by more than 0.50%, then the interest margins for the Term Loans shall automatically be increased to a level such that the yield on the Term Loans shall be 0.50% below the Incremental Yield; and (j) with respect to any Incremental Term Facility, except as otherwise provided above, all other terms of such Incremental Term Facility, if not consistent with the terms of the Term Facility, will be as agreed between the Borrower and the lenders providing such Incremental Term Facility, with such other terms not consistent with Term Facility to be reasonably satisfactory to the Agent.

The Borrower may seek commitments in respect of the Incremental Term Facilities from existing Lenders (each of which shall be entitled to agree or decline to participate in its sole discretion) and additional banks, financial institutions and other institutional lenders or investors who will become Lenders in connection therewith ("***Additional Lenders***").

The proceeds of the Incremental Term Facilities will be used for general corporate purposes of the Borrower and its subsidiaries (including for capital expenditures, acquisitions, refinancing of indebtedness and any other transaction not prohibited by the Term Facility Documentation). The Term Facility Documentation may be amended to give effect to any Incremental Term Facility by documentation executed by the Lender or Lenders (or such other persons) making the commitments with respect thereto, the Agent and the Borrower and without the consent of any other existing Lender.

In addition, the Borrower may, in lieu of adding Incremental Term Facilities, utilize any part of the Available Incremental Term Amount at any time by issuing or incurring Incremental Equivalent Term Debt (as defined below).

"***Incremental Equivalent Term Debt***" means

indebtedness in an amount not to exceed the then available Available Incremental Term Amount consisting of the issuance of senior unsecured subordinated notes or senior unsecured notes, in each case issued in a public offering, Rule 144A or other private placement or bridge facility in lieu of the foregoing, in each case on customary terms and conditions for such financings (including not being subject to any amortization prior to the term maturity thereof or to any mandatory redemption or prepayment provision or rights (except customary asset sale or change of control provisions), and in no event containing any financial maintenance covenant or any other terms or conditions that are more restrictive than those applicable to the Term Facility); provided that such Incremental Equivalent Term Debt shall not be subject to the requirement set forth in the proviso of clauses (i) and (j) of the second paragraph in this "Incremental Facilities" section.

Refinancing Facilities: The Term Facility Documentation will permit the Borrower to refinance loans or commitments under the Term Facility and any Incremental Term Facility from time to time, in whole or in part, with (a) one or more new term loan facilities that may be secured by the Collateral (as defined below) on a *pari passu* or junior basis (each, a "***Refinancing Term Facility***") under the Term Facility Documentation with the consent of the Borrower, the Agent (not to be unreasonably withheld, delayed or conditioned) and the entities providing such Refinancing Term Facility, (b) one or more series of senior unsecured notes, (c) one or more series of senior secured notes that will be secured by the Collateral on a *pari passu* basis with the Term Facility or (d) one or more additional series of junior lien senior secured notes that will be secured on a subordinated basis to the Term Facility, in each case which (except in the case of clause (b)) will be subject to customary intercreditor and/or subordination arrangements reasonably satisfactory to the Agent and the Borrower (any such notes described in the foregoing clauses (b), (c) and (d), "***Refinancing Notes***"), subject, in each case, solely to the following terms and conditions: (i) any such

Refinancing Term Facility or Refinancing Notes (A) shall not mature prior to the maturity date of the loans under the Term Facility or Incremental Term Facility being refinanced, (B) in the case of any Refinancing Term Facility or any Incremental Term Facility, shall not have a shorter weighted average life to maturity than the loans under the Term Facility or Incremental Term Facility being refinanced or (C) in the case of any Refinancing Notes, shall not be subject to any amortization prior to the maturity of the loans under the Term Facility or Incremental Term Facility being refinanced or to any mandatory redemption or prepayment provision or rights (except customary asset sale or change of control provisions); (ii) any Refinancing Term Facility or Refinancing Notes shall not be guaranteed by any person that is not a Guarantor; (iii) to the extent secured, any Refinancing Term Facility or Refinancing Notes shall not be secured by any assets that do not constitute Collateral; and (iv) the other terms and conditions of such Refinancing Term Facility or Refinancing Notes (excluding pricing and optional prepayment or redemption terms) shall be substantially identical to, or not materially more favorable (taken as a whole) to the lenders providing such Refinancing Term Facility or Refinancing Notes, as applicable, than those applicable to the Term Facility or Incremental Term Facility being refinanced are to the Lenders (except for covenants or other provisions applicable only to periods after the latest final maturity date of the Term Facility and the Incremental Term Facilities existing at the time of such refinancing).

Purpose:	The proceeds of the Term Loans will be used by the Borrower, on the date of the borrowing under the Term Facility (the "***Closing Date***"), together with the proceeds of the Rights Offering and cash collateral released as part of the Recapitalization Transactions (or the proceeds of loans under the ABL Facility pending any such release), (a) to consummate the Recapitalization Transactions, (b) to fund the Specific Liabilities Payments, (c) if applicable, to repay in full all amounts in respect of any DIP Facility (as defined below), (d) to pay the Transaction Costs and (e) to the extent not used for the foregoing purposes, for working capital and other general corporate purposes.
Availability:	The full amount of the Term Facility must be drawn in a single drawing on the Closing Date. Amounts borrowed under the Term Facility that are repaid or prepaid may not be reborrowed.
Interest Rates and Fees:	As set forth on Annex I hereto.
Default Rate:	Upon the occurrence and during the continuance of a Specified Event of Default (as defined below), overdue principal and interest shall bear interest at the applicable interest rate plus 2.0% per annum, and any other overdue fees shall bear interest at the interest rate applicable to loans bearing interest at ABR (as defined in Annex I hereto) plus 2.0% per annum, and in each case, shall be payable on demand and shall begin to accrue from the date of such Specified Event of Default. "***Specified Event of Default***" means any payment event of default (with respect to any principal, interest or fees only) or bankruptcy event of default.
Final Maturity and Amortization:	The Term Facility will mature on the date that is six years after the Closing Date, provided that the Term Facility Documentation shall provide the right for individual Lenders to agree to extend the maturity date of their outstanding Term Loans upon the request of the Borrower and without the consent of any other Lender (subject to customary terms and conditions). The Term Loans will amortize in equal quarterly installments in an

aggregate annual amount equal to 1% of the original principal amount of the Term Facility commencing on the last day of the first full fiscal quarter ended after the Closing Date, with the balance payable on the maturity date of the Term Facility.

Term Facility Documentation: The definitive documentation for the Term Facility (the "***Term Facility Documentation***") shall (a) be consistent with this Summary of Principal Terms and Conditions (including the Exhibits and Annexes hereto) and shall contain only those conditions precedent, mandatory prepayments, representations, warranties, affirmative and negative covenants and events of default expressly set forth herein and, to the extent such terms are not expressly set forth herein, but are instead to be determined in accordance with a specified standard or principle, such terms will be negotiated in good faith and be consistent with this Summary of Principal Terms and Conditions, (b) give regard to the operational requirements of the Borrower and its subsidiaries in light of their size, structure, industries, businesses, business practices and proposed business plan and operations, (c) be not less favorable to the Borrower than recent precedent transactions similar to a financing of this type, including as to materiality, thresholds, qualifications, baskets and other limitations and exceptions (taking into account other considerations referred to elsewhere in this paragraph) and (d) be negotiated in good faith by the Borrower and the Arrangers to finalize such documentation. This paragraph and the provisions herein are referred to as the "***Documentation Principles***".

Notwithstanding anything to the contrary herein, all leases of Holdings, the Borrower and its subsidiaries that are treated as operating leases for purposes of GAAP on the date hereof shall continue to be accounted for as operating leases for purposes of the Term Facility Documentation, regardless of any change to GAAP following such date that would otherwise require such leases to be treated as capital leases or "capital lease obligations" (or any like term).

	The Term Facility Documentation will include customary "defaulting lender" provisions.
Guarantees:	All obligations of the Borrower under the Term Facility and under any interest rate protection or other hedging arrangements entered into with the Agent, the Arrangers, a Lender at the time of such transaction, or any affiliate of any of the foregoing ("***Hedging Arrangements***") will be unconditionally guaranteed (the "***Guarantees***") by Holdings and by each existing and subsequently acquired or organized domestic wholly-owned subsidiary of the Borrower (other than, (i) solely with respect to Hedging Arrangements, certain subsidiaries to the extent that a guarantee therefrom would violate the Commodity Exchange Act, (ii) any immaterial subsidiary, (iii) any special purpose subsidiary, (iv) any U.S. subsidiary that is a subsidiary of a foreign subsidiary, (v) any U.S. subsidiary that has no material assets other than the capital stock of one or more foreign subsidiaries, (vi) any foreign subsidiary, (vii) any subsidiary for which the cost of providing such guarantee is excessive in relation to the value afforded thereby and (viii) other exclusions to be mutually agreed) (the "***Subsidiary Guarantors***" and, together with Holdings, the "***Guarantors***"). Any guarantees to be issued in respect of the ABL Facility shall rank *pari passu* with the obligations under the Guarantees on terms reasonably satisfactory to the Agent.
Security:	The Term Facility, the Guarantees and any Hedging Arrangements will be secured by substantially all the assets of Holdings, the Borrower and each Subsidiary Guarantor, whether owned on the Closing Date or thereafter acquired (collectively, other than the Excluded Assets (as defined below), the "***Collateral***"), including but not limited to: (a) a perfected second-priority security interest in all personal property of Holdings, the Borrower and each Subsidiary Guarantor, consisting of accounts receivable, cash and cash equivalents, deposit accounts, certain assets related thereto and all proceeds of the

foregoing (the "***Current Asset Collateral***"), (b) a perfected first-priority pledge of all the equity interests of the Borrower and all the capital stock held by Holdings, the Borrower or any Subsidiary Guarantor (which pledge, in the case of (i) any foreign subsidiary, (ii) any U.S. subsidiary that is a subsidiary of a foreign subsidiary or (iii) any U.S. subsidiary that has no material assets other than the capital stock of one or more foreign subsidiaries, shall be limited to 100% of the non-voting stock (if any) and 65% of the voting stock of such subsidiary) (the Collateral described in this clause (b), collectively, and together with the intercompany notes referred to below, the "***Pledged Collateral***"), (c) perfected first-priority security interests in, and mortgages on, substantially all plant, owned real property and equipment of Holdings, the Borrower and each Subsidiary Guarantor, (the "***PP&E Collateral***") and (d) perfected first-priority security interests in substantially all other personal property of Holdings, the Borrower and each Subsidiary Guarantor, including investment property, contract rights, intellectual property, other general intangibles, commercial tort claims, letter of credit rights, intercompany notes and proceeds of the foregoing but excluding the Current Asset Collateral, the Pledged Collateral and the PP&E Collateral (the "***Other Personal Property Collateral***").

Notwithstanding anything to the contrary, the Collateral shall exclude the following: (i) any fee owned real property with a value of less than an amount to be agreed (with all required mortgages being permitted to be delivered post-closing to the extent necessary after the Borrower's using commercially reasonable efforts to deliver such mortgages on or prior to the Closing Date) and all leasehold property (it being understood there shall be no requirement to obtain any landlord waivers, estoppels or collateral access letters), (ii) motor vehicles and other assets subject to certificates of title, letter of credit rights (except to the extent constituting a support obligation for other Collateral as to which perfection of the security interest in such other Collateral is accomplished

solely by the filing of a UCC financing statement) and commercial tort claims below a threshold to be agreed, (iii) pledges and security interests prohibited by law, (iv) equity interests (A) constituting margin stock or (B) in any person (other than wholly owned subsidiaries or a subsidiary controlled by Borrower or any wholly owned subsidiary) to the extent not permitted by the terms of such subsidiary's organizational or joint venture documents, except to the extent a security interest can be granted therein under the applicable provisions of the UCC, (v) any intellectual property, lease, license, or other agreement or any property subject to a purchase money security interest, capital lease obligation or similar arrangements to the extent that a grant of a security interest therein would violate or invalidate such intellectual property, lease, license, or agreement, purchase money, capital lease or similar arrangement or create a right of termination in favor of any other party thereto (other than the Borrower or a Subsidiary Guarantor), (vi) any property and assets the pledge of which would require governmental consent, approval, license or authorization that has not been obtained, (vii) "intent-to-use" trademark applications, (viii) assets in circumstances where the Agent and Borrower agree the cost, burden or consequences (including adverse tax consequences) of obtaining or perfecting a security interest in such assets is excessive in relation to the practical benefit afforded thereby and (ix) other exceptions to be set forth in the Term Facility Documentation (the foregoing assets described in clauses (i) through (ix) above are, collectively, the "***Excluded Assets***"); provided that in the case of clauses (iv)(B), (v) and (vi), such exclusion shall not apply (x) to the extent the prohibition is ineffective under applicable anti-nonassignment provisions of the UCC or other applicable law or (y) to proceeds and receivables of the assets referred to in such clause, the assignment of which is expressly deemed effective under applicable anti-nonassignment provisions of the UCC or other applicable law notwithstanding such prohibition.

In addition, (x) no actions shall be required to perfect a security interest in letter of credit rights below an agreed threshold other than the filing of a UCC financing statement and (y) the Borrower and Subsidiary Guarantors shall not be required to take any actions outside the United States to perfect security interests in any Collateral.

The lien priority, relative rights and other creditors' rights issues in respect of the Term Facility and the ABL Facility will be set forth in an intercreditor agreement, which will be usual for financings of the kind contemplated hereby (the "***Intercreditor Agreement***"). Such Intercreditor Agreement will provide that, so long as any obligations are outstanding under the ABL Facility, the agents under the ABL Facility will control at all times all remedies and other actions related to the Current Asset Collateral, and that the secured parties under the Term Facility will not be entitled to take any action with respect to the Current Asset Collateral, as well as providing customary access rights to the facilities forming part of the PP&E Collateral (including the books and records located at such facilities utilized in connection with the collection and processing of accounts receivable) for purposes of enforcing or protecting the claims of the lenders under the ABL Facility to the Current Asset Collateral.

All the above-described pledges, security interests and mortgages shall be created on terms, and pursuant to documentation, reasonably satisfactory to the Agent and the Borrower (including, in the case of real property, by customary items such as satisfactory title insurance, surveys and appraisals), and, except to the extent securing the ABL Facility (a) on a first-priority basis in respect of all Current Asset Collateral and (b) on a second-priority basis in respect of all Pledged Collateral, PP&E Collateral and Other Personal Property Collateral, none of the Collateral shall be subject to any other liens, subject to exceptions set forth in the Term Facility Documentation.

Mandatory Prepayments: The Term Loans shall be prepaid with:

(a) Commencing with the fiscal year ending on or about December 31, 2014 (with the calculations of Excess Cash Flow to begin with June 30, 2014), 75% of Excess Cash Flow (to be defined in a manner consistent with the Documentation Principals), with step-downs based upon achievement of Total Leverage Ratio levels to be agreed upon;

(b) 100% of the net cash proceeds (which will be defined to exclude, among other things, the amount of any required tax distributions that the Borrower may make as a result of such sale or disposition) of all asset sales or other dispositions of property (other than, so long as the obligations under the ABL Facility remain outstanding, Current Asset Collateral) outside the ordinary course of business by Holdings, the Borrower and its subsidiaries (including proceeds from the sale of equity securities of any subsidiary of Holdings and casualty insurance and condemnation proceeds) (subject to exceptions and thresholds to be agreed upon), including the right to reinvest 100% of any such casualty insurance proceeds in the business of Holdings and its subsidiaries within 12 months of receipt of the applicable cash proceeds and, if so committed to be reinvested, so long as such reinvestment is actually completed within 180 days after such 12-month period); and

(c) 100% of the net cash proceeds of issuances, offerings or placements of debt obligations of the Borrower and its subsidiaries other than debt permitted under the Term Facility Documentation (but including any Refinancing Term Facilities and Refinancing Notes).

The above-described mandatory prepayments shall be applied, without premium or penalty, in direct order of maturity to the remaining amortization payments under the Term Facility.

Any Lender may elect not to accept its pro rata portion of any mandatory prepayment (each, a "***Declining Lender***"). Any prepayment amount declined by a Declining Lender may be retained

	by the Borrower. Prepayments from foreign subsidiaries' Excess Cash Flow and asset sale proceeds will be limited under the Term Facility Documentation to the extent such prepayments (including the repatriation of cash in connection therewith) would (a) be prohibited or delayed by applicable law or (b) result in material adverse tax consequences.
Voluntary Prepayments and Reductions in Commitments:	Voluntary prepayments of borrowings under the Term Facility will be permitted at any time, in the minimum principal amounts set forth in the Term Facility Documentation, subject to the payment of any "Prepayment Premium" (as set forth under the heading "Prepayment Premium; Soft Call") and subject to reimbursement of the Lenders' redeployment costs in the case of a prepayment of Adjusted LIBOR borrowings other than on the last day of the relevant interest period. All voluntary prepayments of the Term Facility will be applied as directed by the Borrower (and, in the absence of direction, in the same order as described above in the section entitled "Mandatory Prepayments").
Representations and Warranties:	Consistent with the Documentation Principles and limited to the following (to be applicable to Holdings, the Borrower and its subsidiaries and subject, in each case, to materiality thresholds, baskets and other exceptions and qualifications to be agreed upon): financial statements (i) presenting fairly in all material respects the financial position and results of operations of the Borrower and its subsidiaries at the respective dates of such information and for the respective periods covered thereby and (ii) having been prepared in accordance with U.S. GAAP consistently applied (except to the extent provided in the notes thereto); absence of undisclosed liabilities; no material adverse change; corporate existence; ERISA matters; compliance with laws (including the USA PATRIOT Act, margin regulations, environmental laws, laws applicable to sanctioned persons and the Foreign Corrupt Practices Act); licenses and permits; corporate

	power and authority; due authorization and enforceability of definitive credit documentation; no conflict with laws or material contractual obligations; effectiveness of governmental approvals; absence of material litigation; no default under Term Facility; ownership of properties; location of real property; liens; intellectual property; subsidiaries; Federal Reserve regulations; payment of taxes; inapplicability of the Investment Company Act; environmental matters; insurance; solvency on a consolidated basis; labor matters; accuracy of disclosure; and validity, priority and perfection of security interests in the Collateral. If the Recapitalization Transactions are consummated pursuant to an insolvency proceeding, the foregoing shall reflect exceptions customary for "exit" or similar financing.
Conditions Precedent to Borrowing:	Satisfaction of all conditions precedent to the closing, and effectiveness of, the ABL Facility; substantially simultaneous receipt of proceeds of the Rights Offering; substantially simultaneous consummation of the Recapitalization Transactions and making of the Specific Liabilities Payments (and after giving effect thereto, no outstanding indebtedness or preferred stock at closing other than (a) the loans under the Term Facility, (b) the ABL Facility and (c) other limited indebtedness in an aggregate principal amount not to exceed $1,000,000); consummation of the Contribution and execution and delivery of the Option Agreement; delivery of customary legal opinions, customary corporate documents and officers' and public officials' certifications; receipt of solvency certificate; accuracy of representations and warranties and no default or event of default (and receipt of certificate relating thereto); perfected security interests in the Collateral (free and clear of all liens (other than liens securing the ABL Facility and subject to customary and limited exceptions to be agreed upon)); no Material Adverse Effect (as defined below); receipt of customary lien and judgment searches; execution of the Guarantees, which shall be in full force and effect; execution and delivery of the Intercreditor Agreement and other loan

documents; customary evidence of authority; payment of fees and expenses; receipt of Patriot Act information; receipt of customary borrowing notice; delivery of financial statements; and obtaining of customary insurance (together with a customary insurance broker's letter). If the Term Facility is consummated pursuant to an insolvency proceeding, the Term Facility Documentation shall contain conditions customary for "exit" or similar financing, including entry of an order (which order shall be immediately effective, not vacated or stayed and not subject to any pending appeal) in form and substance satisfactory to the Agent (the "***Confirmation Order***") confirming the chapter 11 reorganization plan (the "***Chapter 11 Plan***")[1] and authorizing Holdings, the Borrower and all Subsidiary Guarantors that are debtors in the bankruptcy proceeding to execute and deliver the Term Facility Documentation, the definitive documentation for the ABL Facility, the Intercreditor Agreement and all ancillary documentation relating to the foregoing; substantially simultaneous repayment in full of, and termination of all guarantees and security interests relating to, any debtor-in-possession financing agreement (a "***DIP Facility***"); no waiver, amendment or modification of Chapter 11 Plan or Confirmation Order that are adverse to the Lenders in any material respect; and occurrence of effective date of Chapter 11 Plan, satisfaction of all conditions precedent thereto and substantially simultaneous substantial consummation of the Chapter 11 Plan (and receipt of officer's certificate as to the foregoing).

"***Material Adverse Effect***" shall mean a material adverse effect on (a) the business, assets, operations or financial condition of the Borrower and its subsidiaries, taken as a whole and (b) the ability of the Borrower and its Subsidiary Guarantors, taken as a whole, to perform their payment obligations under the Term Facility.

Affirmative Covenants: Consistent with the Documentation Principles and

[1] The Chapter 11 Plan refers to the Prepackaged Joint Plan of Ablest Inc., et al. dated March 11, 2014.

limited to the following (to be applicable to Holdings, the Borrower and its subsidiaries and subject, in each case, to materiality thresholds, baskets and other exceptions and qualifications to be agreed upon): maintenance of corporate existence and rights; performance of obligations; delivery of annual audited consolidated financial statements, quarterly consolidated financial statements (other than for the fourth fiscal quarter), projections and other information, including information required under the USA PATRIOT Act; delivery of notices of default, litigation and ERISA events; maintenance of properties in good working order; maintenance of insurance; use of commercially reasonable efforts to obtain (but not maintain any specific rating) a public corporate credit rating from Standard & Poor's Ratings Service ("***S&P***") and a public corporate family rating from Moody's Investors Service, Inc. ("***Moody's***"), in each case with respect to the Borrower, and a public rating of the Term Facility by each of S&P and Moody's; compliance with laws (including ERISA and environmental laws); inspection of books and properties; no later than the 90th day after the Closing Date, entry into interest rate hedging arrangements reasonably satisfactory to the Agent and for a minimum period of two years with respect to at least 50% of the aggregate principal amount of the Term Loans; further assurances; and payment of taxes.

Negative Covenants: Consistent with the Documentation Principles and limited to the following (to be applicable to Holdings, the Borrower and their subsidiaries and subject, in each case, to materiality thresholds, baskets and other exceptions and qualifications to be agreed upon):

Indebtedness. Holdings shall not, nor shall it permit any of its subsidiaries to, directly or indirectly, create, incur, assume or guaranty, or otherwise become or remain directly or indirectly liable with respect to any indebtedness, subject to customary exceptions and consistent with the Documentation Principles, including without

limitation:

- obligations under the Term Facility, any Incremental Term Facilities, Refinancing Term Facilities (and Refinancing Notes) and the ABL Facility and any incremental facilities thereunder (and any refinancings of the foregoing);

- intercompany indebtedness among Holdings and its subsidiaries;

- any indebtedness permitted to survive after the Closing Date;

- indebtedness with respect to capital leases and purchase money indebtedness in an amount to be agreed;

- indebtedness of foreign subsidiaries (whether unsecured or secured by assets of the foreign subsidiary incurring such indebtedness), provided that the aggregate amount of such indebtedness shall not exceed $15,000,000;

- indebtedness assumed in connection with a Permitted Acquisition (as defined below) and not incurred in contemplation thereof, provided that the aggregate amount of such indebtedness that is secured and assumed during the term of the Term Facility shall not exceed $25,000,000;

- unsecured indebtedness incurred in connection with a Permitted Acquisition (as defined below), provided that the aggregate amount of such indebtedness shall not exceed $20,000,000, subject to pro forma compliance with the Financial Covenant; and

- other indebtedness in an aggregate amount not to exceed at any time the greater of (a) $15,000,000 and (b) 5% of consolidated total assets (less goodwill and other intangibles) of Holdings and its

subsidiaries.

Liens. Holdings shall not, nor shall it permit any of its subsidiaries to, directly or indirectly, create, incur or assume any lien on or with respect to any of its properties or assets, subject to customary permitted liens consistent with the Documentation Principles and other exceptions to be agreed.

Dispositions. Holdings shall not, nor shall it permit any of its subsidiaries to, sell, transfer or otherwise dispose of all or any part of its business, assets or property, subject to customary exceptions and consistent with the Documentation Principles.

Sale Lease-back Transactions. Holdings shall not, nor shall it permit any of its subsidiaries to, enter into sale lease-back transactions, subject to customary exceptions consistent with the Documentation Principles.

Investments. Holdings shall not, nor shall it permit any of its subsidiaries to, directly or indirectly, make or own any investment in any other person, subject to customary exceptions and consistent with the Documentation Principles, including without limitation:

- intercompany investments among Holdings and its subsidiaries (including intercompany loans, subject to customary pledges as set forth above under the heading entitled "Security"), subject to limitations to be specified in respect of investments in entities that are not Guarantors;

- loans and advances to officers, directors, employees and consultants of Holdings (or any direct or indirect parent thereof) and its subsidiaries in an aggregate principal amount not to exceed at any time $1,000,000;

- acquisitions ("***Permitted Acquisition***"); provided that (a) no event of default has

occurred and is continuing immediately before any such acquisition or would result immediately after giving effect to such acquisition, (b) acquired entities must be in substantially the same line of business as Holdings and its subsidiaries or a business that is corollary, ancillary or complementary thereto, (c) compliance with financial covenants and (d) with respect to Permitted Acquisitions of entities that do not become Guarantors, the total consideration paid in respect of the acquisition of such entities shall not exceed $10,000,000 (plus, solely in the case of Permitted Acquisitions of entities organized in Canada, an additional $5,000,000); provided that the foregoing dollar caps will not apply to any Permitted Acquisition effected by a subsidiary that is not a Guarantor;

- investments in joint ventures and subsidiaries in an aggregate principal amount not to exceed $10,000,000; and

- other investments in an aggregate amount not to exceed at any time the greater of (i) $15,000,000 and (ii) 5% of consolidated total assets (less goodwill and other intangibles) of Holdings and its subsidiaries.

Restricted Payments. Holdings shall not, nor shall it permit any of its subsidiaries to, pay any dividends or distributions on, or redemptions of, Holdings' or such subsidiary's equity, subject to customary exceptions and consistent with the Documentation Principles, including without limitation:

- restricted payments to Holdings to pay (or to make restricted payments to any direct or indirect parent of Holdings to pay) (a) franchise taxes and other fees, taxes and expenses required to maintain its or their legal existence, (b) customary salary, bonus and other benefits payable to

officers and employees to the extent such salaries, bonuses and other benefits are attributable to the ownership or operation of the Borrower and its subsidiaries, (c) operating and overhead costs and expenses to the extent such costs and expenses are attributable to the ownership or operation of the Borrower and its subsidiaries, (d) fees and expenses related to any debt or equity offering (whether or not successful) and any investment otherwise permitted under the investments negative covenant and (e) cash payments in lieu of issuing fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for equity interests of Holdings or any direct or indirect parent of Holdings;

- tax distributions in amounts sufficient to permit Holdings (or any direct or indirect parent thereof) to pay its consolidated, combined or similar tax liability (including franchise or similar taxes) in respect of the Borrower and its subsidiaries;

- restricted payments consisting of the cashless exercise of options and warrants of the equity interests of Holdings; and

- so long as no event of default is continuing, restricted payments to any present, former or future director, officer, employee, member of management or consultant of Holdings (or any direct or indirect parent thereof) or any of its subsidiaries (or their respective estates, heirs, family members, spouses or former spouses) pursuant to any management equity plan or stock option plan or any other management or employee benefit plan or agreement or arrangement or upon such person's death, disability, retirement or termination of employment, in an aggregate amount not to exceed $1,000,000 in any year (with rollover of unused baskets amount from prior fiscal

years).

Payments on/Modifications to Subordinated, Certain Unsecured or Junior Lien Debt. Holdings shall not, nor shall it permit any of its subsidiaries to, directly or indirectly, (a) make payments in cash on permitted subordinated debt, permitted unsecured debt incurred in connection with a Permitted Acquisition or permitted junior lien debt prior to the scheduled maturity thereof (other than (i) regularly scheduled payments of interest and payment of fees, expenses and indemnification obligations (subject to the limitations contained in any applicable subordination provisions), (ii) refinancings, conversions or exchanges of such debt for like or junior debt, subject to conditions to be mutually agreed, (iii) payments with, or conversions to, equity (other than disqualified stock), (iv) so long as no event of default is continuing, payments as part of an "AHYDO catch-up payment" or (v) other payments of such debt to be mutually agreed); or (b) modify the terms of any such permitted subordinated, unsecured or junior lien debt to the extent such modification is materially adverse to the Lenders or is in violation of the terms of the applicable subordination or intercreditor agreement(s) (it being understood that the foregoing limitation shall not otherwise prohibit refinancing, replacing or exchanging debt subject to limitations to be mutually agreed).

Transactions with Affiliates. Holdings shall not, nor shall it permit any of its subsidiaries to, directly or indirectly, enter into or permit to exist any transaction with any affiliate of Holdings on terms that are less favorable in any material respect to Holdings or that subsidiary, as the case may be, than those that might be obtained at the time from a person who is not such an affiliate; subject to customary exceptions and consistent with the Documentation Principles.

Negative Pledge Restrictions. Holdings shall not, nor shall it permit any of its subsidiaries to, enter into any agreement prohibiting the creation or assumption of any lien upon any of its properties

or assets to secure the obligations under the Term Facility or restricting distributions by subsidiaries, subject to customary exceptions and consistent with the Documentation Principles.

Fundamental Changes. Holdings shall not, nor shall it permit any of its subsidiaries to, enter into any transaction of merger or consolidation, or liquidate, wind-up or dissolve itself (or suffer any liquidation or dissolution) or sell, transfer or otherwise dispose of all or substantially all of its assets, subject to customary exceptions and consistent with the Documentation Principles.

The negative covenants will include an available amount basket that may be used for investments, restricted payments or payments of junior, subordinated or unsecured indebtedness that will be built by retained excess cash flow, declined mandatory prepayments and cash equity contributions collected after the Closing Date; provided that the ability to utilize the available amount basket in connection with restricted payments and payments of subordinated, certain unsecured or junior lien debt shall be subject to compliance with a Total Leverage Ratio of 2:00 to 1:00 and other customary terms and conditions to be agreed.

Lines of Business. Holdings shall not, nor shall it permit any of its subsidiaries to, engage in new lines of business, subject to customary exceptions and consistent with the Documentation Principles.

Financial Covenant: Maximum ratio of net debt (with netting limited to not more than $25,000,000 of unrestricted cash) to EBITDA (with financial definitions, levels and measurement periods to be agreed upon) (the "***Financial Covenant***").

Equity Cure: If the Companies fail to comply with the Financial Covenant, Holdings shall have the right to issue for cash consideration capital stock to, or receive a cash capital contribution (which equity shall be common equity or other equity on terms and conditions reasonably acceptable to the Agent) from, then existing shareholders, the cash

	proceeds of which must be contributed to the Borrower, at any time after the end of the relevant test period until the tenth business day after the required delivery of the compliance certificate for the relevant test period (the "***Equity Cure***") in an aggregate amount equal to the amount necessary to cure the default. The Equity Cure may not be used more than five times in the aggregate since the Closing Date, and no more than twice in any consecutive four fiscal quarter period. The proceeds from the Equity Cure shall be (i) added to EBITDA for the applicable fiscal quarter (solely for purposes of determining compliance with the Financial Covenant for such fiscal quarter and the subsequent three fiscal quarters) and (ii) disregarded for the purposes of determining financial ratio-based conditions and covenant baskets. There shall be no pro forma or other reduction in indebtedness with the proceeds from the Equity Cure for determining compliance with the financial covenant for the fiscal quarter in which the Equity Cure is used.
Events of Default:	Subject to materiality thresholds, exceptions and/or grace periods to be set forth in the Term Facility Documentation and limited to: nonpayment of principal, interest or other amounts; failure to observe or perform covenants, conditions or other agreements; incorrectness of representations and warranties in any material respect; cross default and cross acceleration to material indebtedness of Holdings, the Borrower or their subsidiaries; bankruptcy or insolvency event with respect to Holdings, the Borrower and their material subsidiaries; material judgments against Holdings, the Borrower or their subsidiaries; ERISA events; invalidity of Intercreditor Agreement, Guarantees, security documents or subordination provisions of the agreements evidencing any material subordinated indebtedness; and Change of Control (to be defined in a mutually acceptable manner and consistent with the Documentation Principles).
Voting:	Amendments and waivers of the Term Facility Documentation will require the approval of

	Lenders holding more than 50% of the aggregate amount of the loans and commitments under the Term Facility (the "***Required Lenders***"), except that (a) the consent of each directly and adversely affected Lender shall be required with respect to (i) increases in the commitment of such Lender, (ii) reductions or forgiveness of principal, interest or fees payable to such Lender (other than waivers of default interest), (iii) extensions of final maturity or scheduled amortization of the loans or commitments of such Lender or of the date for payment to such Lender of any interest or fees (other than waivers of default interest), and (iv) changes that impose any additional restriction on such Lender's ability to assign any of its rights or obligations, and (b) the consent of each Lender shall be required with respect to (i) modification to voting requirements or percentages, (ii) modification to certain provisions requiring the pro rata treatment of lenders, and (iii) releases of all or substantially all of the value of the Guarantees, or all or substantially all of the Collateral.
Buybacks:	Loans under the Term Facility may (subject to conditions consistent with the Documentation Principals) be purchased by and assigned to the Borrower or any of its subsidiaries on a non-pro rata basis through Dutch auctions open to all applicable lenders on a pro rata basis subject to customary procedures and limitations.
Cost and Yield Protection:	Usual for facilities and transactions of this type, including customary tax gross-up provisions and including, but not limited to provisions relating to Dodd-Frank and Basel III.
Assignments and Participations:	The Lenders will be permitted to assign loans and commitments under the Term Facility with, so long as no event of default has occurred and is continuing, the consent of the Borrower (not to be unreasonably withheld or delayed), which consent shall be deemed to have been given if the Borrower has not responded within 8 business days of a request for such consent; provided however that the consent of the Borrower shall not be required (a) in connection with assignments to

Lenders, affiliates of Lenders or approved funds of Lenders and (b) during primary syndication, if to Lenders previously approved by the Borrower. All assignments will require the consent of the Agent, not to be unreasonably withheld or delayed. Each assignment will be in an amount of an integral multiple of $1,000,000. The Term Facility Documentation will not restrict assignments of loans to affiliates of the Borrower that are shareholders of Holdings that hold, in the aggregate among any group of related affiliates, 10% or more of the outstanding equity interests of Holdings (or their affiliates) ("***Affiliated Lenders***"); provided that (a) outstanding Term Loans owned or held by Affiliated Lenders (which are not Debt Fund Affiliates (as defined below)) shall not, in the aggregate, exceed 25% of the aggregate principal amount of outstanding Term Loans, (b) outstanding Term Loans owned or held by Debt Fund Affiliates shall not, in the aggregate, exceed 49.9% of the aggregate principal amount of outstanding Term Loans, (c) such Term Loans owned or held by Affiliated Lenders (which are not Debt Fund Affiliates) shall be excluded from all Lender voting matters (other than any matter that would disproportionately and adversely affect such Affiliated Lender), (d) no Affiliated Lender (which is not a Debt Fund Affiliate) shall be permitted to attend any lender conference calls or meetings attended solely by the Lenders and the Agent or receive any information provided solely to the Lenders by the Agent and (e) in any bankruptcy or insolvency proceeding, each Affiliated Lender (which is not a Debt Fund Affiliate) shall be deemed to have authorized the Agent to vote on its behalf as directed by the Required Lenders.

"***Debt Fund Affiliate***" shall mean any fund managed by, or under common management with, any person that is a shareholder of Holdings that is a bona fide debt fund or an investment vehicle that is primarily engaged in the making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course and with respect to which none of Holdings, the Borrower or any affiliate of the

Borrower, directly or indirectly, possesses the power to direct or cause the direction of the investment policies of such entity.

The Lenders will be permitted to sell participations (other than to Disqualified Lenders (to be defined in the Term Facility Documentation) to the extent that a list of Disqualified Lenders has been made available to all Lenders) in loans and commitments without restriction. Voting rights of participants shall be limited to matters in respect of (a) increases in commitments of such participant, (b) reductions or forgiveness of principal, interest or fees payable to such participant, (c) extensions of final maturity or scheduled amortization of, or the date for payment of interest or fees on the loans or commitments in which such participant participates and (d) releases of all or substantially all of the value of the Guarantees, or all or substantially all of the Collateral.

Expenses and Indemnification: The Borrower will indemnify the Arrangers, the Agent, the Lenders, their respective affiliates, successors and assigns and the officers, directors, employees, agents, advisors, controlling persons and members of each of the foregoing (each, an "***Indemnified Person***") and hold them harmless from and against all costs, expenses (including reasonable fees, disbursements and other charges of counsel) and liabilities of such Indemnified Person arising out of or relating to any claim or any litigation or other proceeding (regardless of whether such Indemnified Person is a party thereto and regardless of whether such matter is initiated by a third party or by Holdings, the Borrower or any of their respective affiliates or equity holders) that relates to the Transactions, including the financing contemplated hereby; provided that no Indemnified Person will be indemnified for any cost, expense or liability to the extent determined in the final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from (i) the bad faith, gross negligence or willful misconduct of such Indemnified Person or any of its controlled affiliates or controlling persons or any of the

officers, directors or employees of any of the foregoing or (ii) disputes solely between and among Indemnified Persons to the extent such disputes do not arise from any act or omission of the Borrower or any of its affiliates (other than with respect to a claim against an Indemnified Person acting in its capacity as an agent or Arranger or similar role under the Term Facility Documentation). In addition, the Borrower shall pay (a) all reasonable and documented out-of-pocket expenses (including, without limitation, reasonable fees, disbursements and other charges of counsel (but limited to one primary counsel and local counsel in each relevant jurisdiction as required) of the Arrangers and the Agent in connection with the syndication of the Term Facility, the preparation and administration of the definitive documentation, and amendments, modifications and waivers thereto and (b) all out-of-pocket expenses (including, without limitation, fees, disbursements and other charges of counsel (but limited to one primary counsel and local counsel in each relevant jurisdiction as required (which, in the case of an actual or perceived conflict of interest, may include another firm of counsel for such affected Indemnified Person))) of the Arrangers, the Agent and the Lenders for enforcement costs and documentary taxes associated with the Term Facility. None of Holdings, the Borrower, any of their respective subsidiaries or any Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) arising out of, related to or in connection with any aspect of the Transactions, except to the extent of (i) direct, as opposed to indirect, special, punitive or consequential, damages and (ii) with respect to Holdings, the Borrower or any of their respective subsidiaries, any such damages incurred or paid by an Indemnified Person to a third party.

Governing Law and Forum: New York. Each party to the Term Facility Documentation will waive the right to trial by jury and will consent to exclusive jurisdiction of the state and federal courts located in the Borough of Manhattan in the City of New York.

Counsel to Agent: Cravath, Swaine & Moore LLP.

Interest Rates:	The interest rates under the Term Facility will be, at the option of the Borrower, Adjusted LIBOR plus 7.00% or ABR plus 6.00%. The Borrower may elect interest periods of one, two, three or six months for Adjusted LIBOR borrowings. Calculation of interest shall be on the basis of the actual number of days elapsed over a 360 day year (or 365- or 366-day year, as the case may be, in the case of ABR loans based on the Prime Rate) and interest shall be payable at the end of each interest period and, in any event, at least every three months. ABR is the Alternate Base Rate, which is the highest of (i) Agent's Prime Rate, (ii) the Federal Funds Effective Rate plus ½ of 1.0% and (iii) one month Adjusted LIBOR plus 1.0%. Adjusted LIBOR will at all times include statutory reserves and shall be deemed to be not less than 1.00% per annum.
Original Issue Discount/Upfront Fees	The Term Loans will be issued to the Lenders at a price of 99% of their principal amount. Notwithstanding the foregoing, (a) all calculations of interest and fees in respect of the Term Facility will be calculated on the basis of their full stated principal amount and (b) at the option of the Arrangers, any original issue discount may instead be effected in the form of an upfront fee payable to the Lenders.
Prepayment Premium; Soft Call:	Except in connection with a change of control, in the event that all or any portion of the Term Facility is voluntarily prepaid with the proceeds of indebtedness having an "effective yield" lower than the outstanding loans under the Term Facility, or is prepaid in connection with a mandatory assignment in connection with a repricing amendment which has the effect of reducing the "effective yield" in effect with respect to the outstanding loans under the Term Facility, in each case prior to the second anniversary of the Closing Date, such prepayments shall be made at the following prices (expressed as a percentage of par):

Before the first anniversary of the Closing Date: 102%

On or after the first anniversary of the Closing Date but before the second anniversary of the Closing Date: 101%

Thereafter: 100%

Annex 3

Intercreditor Agreement

INTERCREDITOR AGREEMENT

dated as of

_____, 2014

between

ROYAL BANK OF CANADA,
as ABL Agent

and

CREDIT SUISSE AG,
as Term Loan Agent

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INTERCREDITOR AGREEMENT

THIS INTERCREDITOR AGREEMENT, dated as of _____, 2014, is by and between Royal Bank of Canada, in its capacity as ABL Agent (as hereinafter defined) pursuant to the ABL Agreement (as hereinafter defined) acting for and on behalf of the ABL Secured Parties (as hereinafter defined), and Credit Suisse AG, in its capacity as Term Loan Agent (as hereinafter defined) pursuant to the Term Loan Agreement (as hereinafter defined) acting for and on behalf of the Term Loan Secured Parties (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, [New Koosharem Corporation, a Delaware corporation] ("Holdings"), Koosharem, LLC, a California limited liability company (the "Company"), and the other subsidiaries of Holdings set forth on Exhibit A hereto, as borrowers, have entered into a secured revolving credit facility with ABL Agent and the lenders and other parties for whom it is acting as agent as set forth in the ABL Agreement (as hereinafter defined) pursuant to which such lenders have made and from time to time may make loans and provide other financial accommodations to such borrowers which are guaranteed by certain other subsidiaries and affiliates of the Company and secured by certain of the assets of the Grantors as hereinafter defined;

WHEREAS, the Company, as borrower, and the other Grantors, as guarantors, have entered into a secured term loan facility with Term Loan Agent and the lenders and other parties for whom it is acting as agent as set forth in the Term Loan Agreement (as hereinafter defined) pursuant to which such lenders have made term loans to the Company which are guaranteed by the other Grantors and secured by certain of the assets of Grantors; and

WHEREAS, ABL Agent, for itself and on behalf of the other ABL Secured Parties, and Term Loan Agent, for itself and on behalf of the other Term Loan Secured Parties, desire to enter into this Agreement (as hereinafter defined) to (i) confirm the relative priority of the security interests of ABL Agent and Term Loan Agent in the assets and properties of Grantors, (ii) provide for the orderly sharing among the ABL Secured Parties and the Term Loan Secured Parties, in accordance with such priorities, of proceeds of such assets and properties upon any foreclosure thereon or other disposition thereof and (iii) address related matters.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and obligations herein set forth and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions; Interpretation

1.1 Definitions. All terms defined in the UCC and not defined in this Agreement have the meanings specified in the UCC. As used in this Agreement, the following terms have the meanings specified below:

"ABL Agent" shall mean Royal Bank of Canada, in its capacity as administrative and collateral agent pursuant to the ABL Documents acting for and on behalf of the other ABL Secured Parties, and any successor or permitted replacement agent.

"ABL Agreement" shall mean the Credit Agreement, dated of even date herewith, by and among Grantors, ABL Agent and ABL Lenders, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated, refinanced or otherwise replaced in accordance with the terms of this Agreement.

"ABL Bank Products" shall mean any service or facility extended to any Grantor by an ABL Bank Product Provider including: (a) credit cards, (b) debit cards, (c) purchase cards, (d) credit card, debit card and purchase card processing services, (e) treasury, cash management or related services (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system), (f) cash management, including controlled disbursement, accounts or services, and (g) return items, netting, overdraft and interstate depositary network services.

"ABL Bank Product Agreement" shall mean those agreements entered into from time to time by any Grantor with an ABL Bank Product Provider in connection with the obtaining of any of the ABL Bank Products.

"ABL Bank Product Obligations" shall mean all obligations, liabilities, contingent reimbursement obligations, fees, and expenses owing by any Grantor to an ABL Bank Product Provider pursuant to or evidenced by the ABL Bank Product Agreements and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all such amounts that any Grantor is obligated to reimburse to an ABL Bank Product Provider as a result of such Person purchasing participations or executing indemnities or reimbursement obligations with respect to the ABL Bank Products provided to any Grantor pursuant to the ABL Bank Product Agreements.

"ABL Bank Product Provider" shall mean a Cash Management Bank as defined in the ABL Agreement as in effect on the date hereof.

"ABL Cap" shall mean $225,000,000; provided, that, if an ABL DIP Financing is provided in accordance with the terms of Section 6.2(a), the ABL Cap shall be $250,000,000.

"ABL Cash Collateral" shall have the meaning set forth in Section 6.2 hereof.

"ABL Debt" shall mean all "Obligations" as such term is defined in the ABL Agreement, including, obligations, liabilities and indebtedness of every kind, nature and description owing by any Grantor to any ABL Secured Party, including principal, interest, charges, fees, premiums, indemnities and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, arising under any of the ABL Documents, ABL Bank Product Obligations, and ABL Hedge Obligations, in each case whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal or replacement term of the ABL Documents or after the commencement of any case with respect to any Grantor under the Bankruptcy Code or any other Bankruptcy Law or any other Insolvency Proceeding (and including, any principal, interest, fees, costs, expenses and other amounts which would accrue and become due but for the

commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case or similar proceeding), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured; provided, that, Excess ABL Debt shall not constitute ABL Debt.

"ABL DIP Financing" shall have the meaning set forth in Section 6.2 hereof.

"ABL Documents" shall mean, collectively, the ABL Agreement and all agreements, documents and instruments at any time executed and/or delivered by any Grantor or any other Person to, with or in favor of any ABL Secured Party in connection therewith or related thereto, as all of the foregoing now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated, refinanced, replaced or restructured (in whole or in part and including any agreements with, to or in favor of any other lender or group of lenders, or agent of any such other lender or group of lenders, that at any time refinances, replaces or succeeds to all or any portion of the ABL Debt) in accordance with the terms of this Agreement.

"ABL Event of Default" shall mean any "Event of Default" as defined in the ABL Agreement.

"ABL Hedge Obligations" shall mean the due and punctual payment and performance of all obligations of each Grantor under each Hedging Agreement (other than any Excluded Swap Obligations) that is entered into with any ABL Hedge Provider if the Company designates such ABL Hedge Provider as an ABL Secured Party with respect to such Hedging Agreement in a written notice to the ABL Agent at the time or promptly after such Hedging Agreement is entered into (or, with respect to any such Hedging Agreement in effect on the Closing Date, on or prior to the Closing Date).

"ABL Hedge Provider" shall mean a Hedge Bank as defined in the ABL Agreement as in effect on the date hereof.

"ABL Lenders" shall mean, collectively, any person party to the ABL Documents as lender (and including any other lender or group of lenders that at any time refinances, replaces or succeeds to all or any portion of the ABL Debt or is otherwise party to the ABL Documents as a lender); sometimes being referred to herein individually as a "ABL Lender".

"ABL Priority Collateral" shall mean the Collateral described on Annex A hereto.

"ABL Purchase Event" shall have the meaning set forth in Section 8.1 hereof.

"ABL Secured Parties" shall mean, collectively, (a) ABL Agent, (b) the ABL Lenders, (c)the issuing bank or banks of letters of credit or similar or related instruments under the ABL Agreement, (d) each other person to whom any of the ABL Debt (including ABL Debt constituting ABL Bank Product Obligations owing to any ABL Bank Product Provider or ABL Hedge Obligations owing to any ABL Hedge Provider) is owed and (e) the successors, replacements and assigns of each of the foregoing; sometimes being referred to herein individually as a "ABL Secured Party".

"Access Period" shall have the meaning set forth in Section 9.1(b) hereof.

"Additional Term Debt" shall have the meaning set forth in Section 11.4(b) hereof.

"Affiliate" shall mean, with respect to any Person, (i) any other Person that directly or indirectly controls such Person, (ii) any other Person which is controlled by or is under common control with such controlling Person and (iii) in the case of an individual, the parents, descendants, siblings and spouse of such individual. As used in this definition, the term "*control*" of a Person shall mean the possession of the power to vote ten percent (10%) or more of any class of voting securities of such Person or to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Agents" shall mean, collectively, ABL Agent and Term Loan Agent, sometimes being referred to herein individually as an "Agent".

"Agreement" shall mean this Intercreditor Agreement, as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced from time to time in accordance with the terms hereof.

"Bankruptcy Code" shall mean the United States Bankruptcy Code, being Title 11 of the United States Code, as the same now exists or may from time to time hereafter be amended, modified, recodified or supplemented.

"Bankruptcy Law" shall mean the Bankruptcy Code, the Bankruptcy and Insolvency Act of Canada, the Companies Creditors Arrangement Act of Canada, the Companies' Creditors Arrangement Act of Canada, the Winding Up and Restructuring Act of Canada and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally and includes all applicable orders and rulings issued thereunder.

"Borrowers" shall mean, collectively, (a) the Company, (b) for purposes of the ABL Agreement, the subsidiaries or affiliates of the Company set forth on Exhibit A hereto, (c) any other person that at any time after the date hereof becomes a party to the ABL Agreement or the Term Loan Agreement as a Borrower, and (d) their respective successors and assigns; sometimes being referred to herein individually as a "Borrower".

"Business Day" shall mean any day other than a Saturday, Sunday or day on which banks in New York City (or Toronto in the case of any Grantor that is not a Domestic Grantor) are authorized or required by law to close.

"Collateral" shall mean all of the property and interests in property, real or personal, tangible or intangible, now owned or hereafter acquired by any Grantor in or upon which a Lien has been granted (or has been purported to be granted) to secure any ABL Debt or Term Loan Debt.

"Commodity Exchange Act" shall mean the Commodity Exchange Act (7 U.S.C. § 1 et seq.) and any successor statute, and any rule, regulation or order promulgated thereunder, in each case as amended from time to time.

"Company" shall have the meaning set forth in the introductory statements hereto.

"Discharge of ABL Debt" shall mean, subject to Sections 6.9 and 11.3 hereof:

(a) the payment in full in cash of the principal and interest (including any interest which would accrue and become due but for the commencement of an Insolvency Proceeding, whether or not such amounts are allowed or allowable in whole or in part in such case) constituting ABL Debt;

(b) the payment in full in cash of all other ABL Debt that is due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid (including any such amounts which would accrue and become due but for the commencement of an Insolvency Proceeding, whether or not such amounts are allowed or allowable in whole or in part in such case), other than obligations described in clause (c) below;

(c) (i) the delivery to ABL Agent, or at ABL Agent's option, each Issuing Lender (as defined in the ABL Agreement) of cash collateral, or at ABL Agent's option, the delivery to ABL Agent (or at its option, each Issuing Lender) of a letter of credit payable to ABL Agent (or at ABL Agent's option, such Issuing Lender) issued by a bank reasonably acceptable to ABL Agent (or if issued to such Issuing Lender, a bank reasonably acceptable to such Issuing Lender) in form and substance reasonably satisfactory to ABL Agent (or if issued to such Issuing Lender, in form and substance reasonably acceptable to such Issuing Lender), in either case in respect of letters of credit, banker's acceptances or similar or related instruments issued under the ABL Documents (in such amount as required by the ABL Documents but not to exceed one hundred five percent (105%) of the amount of such letters of credit, banker's acceptances or similar or related instruments), (ii) the delivery of cash collateral in respect of ABL Bank Product Obligations or ABL Hedge Obligations owing to any ABL Secured Party (or, at the option of the ABL Secured Party with respect to such ABL Bank Product Obligations or ABL Hedge Obligations, the termination of the applicable Hedging Agreements, ABL Bank Product Agreement or cash management or other arrangements and the payment in full in cash of the ABL Debt due and payable in connection with such termination or the execution and implementation of alternative arrangements satisfactory to the applicable ABL Secured Party), and (iii) the delivery of cash collateral to the ABL Agent, or at ABL Agent's option, the delivery to ABL Agent of a letter of credit payable to ABL Agent issued by a bank reasonably acceptable to ABL Agent in form and substance reasonably satisfactory to ABL Agent, in respect of continuing obligations of ABL Agent and ABL Lenders under control agreements and other contingent ABL Debt for which a claim or demand for payment has been made at such time or in respect of matters or circumstances known to an ABL Secured Party at the time, of which such ABL Secured Party has informed the ABL Agent and which are reasonably expected to result in any loss, cost, damage or expense (including attorneys' fees and legal expenses) to any ABL Secured Party for which such ABL Secured Party is entitled to indemnification by any Grantor; and

(d) the termination of the commitments of the ABL Lenders and the financing arrangements provided by ABL Agent and the ABL Lenders to Grantors under the ABL Documents.

"Discharge of Term Loan Debt" shall mean, subject to Sections 6.9 and 11.3 hereof:

(a) the payment in full in cash of the principal and interest (including any interest which would accrue and become due but for the commencement of an Insolvency Proceeding, whether or not such amounts are allowed or allowable in whole or in part in such case) constituting Term Loan Debt;

(b) the payment in full in cash of all other Term Loan Debt that is due and payable or otherwise accrued and owing at or prior to the time such principal and interest are paid (including any such amounts which would accrue and become due but for the commencement of an Insolvency Proceeding, whether or not such amounts are allowed or allowable in whole or in part in such case), other than obligations described in clause (c) below;

(c) (i) the delivery of cash collateral in respect of Term Loan Hedge Obligations or Term Loan Bank Product Obligations owing to any Term Loan Secured Party (or, at the option of the Term Loan Secured Party with respect to such Term Loan Hedge Obligations or Term Loan Bank Product Obligations, the termination of the applicable Hedging Agreements, the Term Loan Bank Product Agreement or cash management or other arrangements and the payment in full in cash of the Term Loan Debt due and payable in connection with such termination or the execution and implementation of alternative arrangements satisfactory to the applicable Term Loan Secured Party), and (ii) the delivery to Term Loan Agent of cash collateral, or at Term Loan Agent's option, the delivery to Term Loan Agent of a letter of credit payable to Term Loan Agent issued by a bank reasonably acceptable to Term Loan Agent and in form and substance reasonably satisfactory to Term Loan Agent, in either case in respect of contingent Term Loan Debt for which a claim or demand for payment has been made at such time or in respect of matters or circumstances known to a Term Loan Secured Party at the time, of which such Term Loan Secured Party has informed the Term Loan Agent and which are reasonably expected to result in any loss, cost, damage or expense (including attorneys' fees and legal expenses) to any Term Loan Secured Party for which such Term Loan Secured Party is entitled to indemnification by any Grantor; and

(d) the termination of the commitments of the Term Loan Lenders and the financing arrangements provided by Term Loan Agent and the Term Loan Lenders to Grantors under the Term Loan Documents.

"Disposition" or "Dispose" shall mean the sale, transfer or other disposition of any Property of any Person (including any sale and leaseback transaction, the sale of any Equity Interest owned by such Person and any issuance of Equity Interest by any subsidiary of such Person to any other Person).

"Domestic Grantor" shall mean any Grantor that is organized under the laws of any political subdivision of the United States.

"Enforcement Expenses" shall mean all costs, expenses or fees (including fees incurred by any Agent or any attorneys or other agents or consultants retained by such Agent) that any Agent or any other Secured Party (in the case of any other Secured Party, to the extent such costs, expenses or fees are reimbursable under the terms of the ABL Agreement or the Term

Loan Agreement, as applicable) may suffer or incur after the occurrence of an Event of Default on account or in connection with (a) the repossession, storage, repair, appraisal, insuring, completion of the manufacture of, preparing for sale, advertising for sale, selling, collecting or otherwise preserving or realizing upon any Collateral, (b) the settlement or satisfaction of any prior Lien or other encumbrance upon any Collateral or (c) the enforcement of any of the ABL Documents or the Term Loan Documents, as the case may be.

"Equity Interests" shall mean shares of capital stock, partnership interests, membership interests in a limited liability company, beneficial interests in a trust or other equity interests in any Person, and any option, warrant or other right entitling the holder thereof to purchase or otherwise acquire any such equity interest (excluding any agreement for the purchase of the equity interests of a Subsidiary).

"Event of Default" shall mean, an ABL Event of Default or a Term Loan Event of Default, as the case may be.

"Excess ABL Debt" shall mean the amount equal to: (a) the sum of: (i) the portion of the principal amount of the loans outstanding under the ABL Agreement, plus (ii) the undrawn amount of all outstanding letters of credit issued pursuant to the ABL Agreement, plus (iii) the unreimbursed amount of all draws under such letters of credit that, in the aggregate for amounts described in clauses (i), (ii) and (iii), is in excess of the ABL Cap, plus (b) without duplication, the portion of accrued and unpaid interest and fees on account of such portion of the loans and letters of credit described in clause (a); provided, that, interest, fees, costs and expenses (excluding the interest and fees described in clause (b) above but including Enforcement Expenses) shall not constitute Excess ABL Debt regardless of whether such amounts are added to the principal balance of the loans pursuant to the ABL Documents and in no event shall the term Excess ABL Debt be construed to include ABL Bank Product Obligations or ABL Hedge Obligations.

"Excess Term Loan Debt" shall mean the amount equal to (a) the portion of the principal amount of the loans outstanding under the Term Loan Agreement that is in excess of the Term Loan Cap, plus (b) without duplication, the portion of accrued and unpaid interest on account of such portion of the loans described in clause (a); provided, that, interest, fees, costs and expenses (including Enforcement Expenses) shall not constitute Excess Term Loan Debt regardless of whether such amounts are added to the principal balance of the loans pursuant to the Term Loan Documents and in no event shall the term Excess Term Loan Debt be construed to include Term Loan Bank Product Obligations or Term Loan Hedge Obligations.

"Excluded Assets" shall have the meaning set forth in the ABL Documents and the Term Loan Documents on the date hereof.

"Excluded Swap Obligation" shall mean, with respect to any Grantor, any Swap Obligation if, and to the extent that, any guarantee by such Grantor of, or the grant by such Grantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) under any ABL Document or Term Loan Document is or becomes unlawful under the Commodity Exchange Act or any rule or regulation promulgated thereunder (or the application or official interpretation of any provision thereof) by virtue of such Grantor's failure for any reason not to

constitute an "eligible contract participant" as defined in the Commodity Exchange Act at the time any such ABL Document or Term Loan Document, as applicable, becomes effective with respect to such related Swap Obligation.

"Exigent Circumstance" shall mean an event or circumstance that materially and imminently threatens the ability of ABL Agent or the Term Loan Agent, as the case may be, to realize upon all or a material portion of the ABL Priority Collateral or the Term Loan Priority Collateral, as the case may be, including fraudulent removal, concealment, destruction (other than to the extent covered by insurance), material waste or abscondment thereof.

"Foreign Grantor" shall mean any Grantor other than a Domestic Grantor.

"Governmental Authority" shall mean any nation or government, any state or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Grantors" shall mean, collectively, the Company and each Subsidiary and Affiliate of the Company that shall have granted a Lien on any of its assets to secure any ABL Debt or Term Loan Debt, together with their respective successors and assigns; sometimes being referred to herein individually as a "Grantor".

"Guarantors" shall mean, collectively, (a) the subsidiaries and affiliates of the Company set forth on Exhibit B hereto, (b) any other person that at any time after the date hereof becomes a guarantor in favor of ABL Agent or the other ABL Secured Parties in respect of any of the ABL Debt or in favor of Term Loan Agent or the other Term Loan Secured Parties in respect of any of the Term Loan Debt, and (c) their respective successors and assigns; sometimes being referred to herein individually as a "Guarantor".

"Hedging Agreement" shall mean any Hedging Agreement as defined in the Term Loan Agreement as in effect on the date hereof, or any Swap Contract as defined in the ABL Agreement as in effect on the date hereof.

"Insolvency Proceeding" shall mean (a) any voluntary or involuntary case or proceeding under any Bankruptcy Law with respect to any Grantor, (b) any other voluntary or involuntary insolvency, reorganization or bankruptcy case or proceeding, or any receivership, liquidation, reorganization, restructuring, power of sale, moratorium, relief of debtors, marshaling of assets, composition or other similar case or proceeding with respect to any Grantor or with respect to any of their respective assets, (c) any proceeding seeking the appointment of any trustee, Receiver, custodian or other insolvency official with similar powers with respect to any Grantor or any or all of its assets or properties, (d) any liquidation, dissolution, reorganization or winding up of any Grantor, whether voluntary or involuntary and whether or not involving insolvency or bankruptcy, or (e) any assignment for the benefit of creditors or any other marshalling of assets and liabilities of any Grantor.

"Lien" shall mean, with respect to any asset, any mortgage, deed of trust, deed to secure debt, lien (statutory or otherwise), deemed trust, pledge, charge, security interest, hypothecation

or encumbrance of any kind, or any other type of preferential arrangement that has the practical effect of creating a security interest, in respect of such asset. For the purposes of this Agreement, any Grantor or any of their respective subsidiaries shall be deemed to own, subject to a Lien, any asset which any of them has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement (other than non-exclusive licenses) relating to such asset.

"PPSA" shall have the meaning specified in the definition of "UCC".

"Person" or "person" shall mean any natural person, corporation, business trust, joint venture, association, company, limited liability company, partnership, Governmental Authority or other entity.

"Pledged Collateral" shall have the meaning set forth in Section 5.1 hereof.

"Proceeds" or "proceeds" shall mean all "proceeds" as defined in Article 9 of the UCC, and in any event, shall include, (a) whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary and (b) any payment or distribution made in respect of Collateral in an Insolvency Proceeding.

"Property" shall mean any interest in any kind of property or asset, whether real, personal or mixed, and whether tangible or intangible.

"Purchasing ABL Secured Parties" shall have the meaning set forth in Section 8.1 hereof.

"Purchasing Term Loan Secured Parties" shall have the meaning set forth in Section 7.1 hereof.

"Receiver" shall mean a receiver, interim receiver, receiver and manager, liquidator, trustee in bankruptcy or similar Person.

"Recovery" shall have the meaning set forth in Section 6.9 hereof.

"Refinance" or "refinance" shall mean, in respect of any of indebtedness, to refinance, replace, refund or repay, or to issue other indebtedness or enter into alternative financing arrangements, in exchange or replacement for, such indebtedness in whole or in part, including by adding or replacing lenders, creditors, agents, borrowers and/or guarantors, and including in each case, but not limited to, after the original instrument giving rise to such indebtedness has been terminated. "Refinanced" or "refinanced" and "Refinancing" or "refinancing" shall have correlative meanings.

"Secured Parties" shall mean, collectively, the ABL Secured Parties and the Term Loan Secured Parties; sometimes being referred to herein individually as a "Secured Party".

"Subsidiary" shall mean, with respect to any Person (herein referred to as the "parent"), any corporation, partnership, limited liability company, association or other business entity (a) of which securities or other ownership interests representing more than 50% of the equity or more

than 50% of the ordinary voting power or more than 50% of the general partnership interests are, at the time any determination is being made, owned, controlled or held, or (b) that is, at the time any determination is made, otherwise controlled by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of Holdings.

"Swap Obligation" shall mean, with respect to any Grantor, any obligation to pay or perform under any agreement, contract, or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"Term Loan Agent" shall mean Credit Suisse AG, in its capacity as administrative and collateral agent pursuant to the Term Loan Documents acting for and on behalf of the other Term Loan Secured Parties and any successor or permitted replacement agent.

"Term Loan Agreement" shall mean the Credit Agreement, dated of even date herewith, by and among the Company, certain affiliates of the Company, Term Loan Agent and Term Loan Lenders, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated, refinanced or otherwise replaced in accordance with the terms of this Agreement.

"Term Loan Bank Products" shall mean any service or facility extended to any Grantor by a Term Loan Bank Product Provider including: (a) credit cards, (b) debit cards, (c) purchase cards, (d) credit card, debit card and purchase card processing services, (e) treasury, cash management or related services (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system), (f) cash management, including controlled disbursement, accounts or services, and (g) return items, netting, overdraft and interstate depositary network services.

"Term Loan Bank Product Agreement" shall mean those agreements entered into from time to time by any Grantor with a Term Loan Bank Product Provider in connection with the obtaining of any of the Term Loan Bank Products.

"Term Loan Bank Product Obligations" shall mean all obligations, liabilities, contingent reimbursement obligations, fees, and expenses owing by any Grantor to a Term Loan Bank Product Provider pursuant to or evidenced by the Term Loan Bank Product Agreements and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and including all such amounts that any Grantor is obligated to reimburse to a Term Loan Bank Product Provider as a result of such Person purchasing participations or executing indemnities or reimbursement obligations with respect to the Term Loan Bank Products provided to any Grantor pursuant to the Term Loan Bank Product Agreements.

"Term Loan Bank Product Provider" shall mean a Cash Management Bank as defined in the Term Loan Agreement as in effect on the date hereof.

"Term Loan Cap" shall mean $420,000,000 plus the Incremental Cap as defined in the Term Loan Agreement as in effect on the date hereof; provided, that, if a Term Loan DIP

Financing is provided in accordance with the terms of Section 6.2(b), the Term Loan Cap shall be $25,000,000 greater than the amount provided above.

"Term Loan Cash Collateral" shall have the meaning set forth in Section 6.2 hereof.

"Term Loan Debt" shall mean all "Obligations" as such term is defined in the Term Loan Agreement, including, obligations, liabilities and indebtedness of every kind, nature and description owing by any Grantor to any Term Loan Secured Party, including principal, interest, charges, fees, premiums, indemnities and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, arising under any of the Term Loan Documents, Term Loan Bank Product Obligations, and Term Loan Hedge Obligations, in each case whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal or replacement term of the Term Loan Documents or after the commencement of any case with respect to any Grantor under the Bankruptcy Code or any other Bankruptcy Law or any other Insolvency Proceeding (and including, any principal, interest, fees, costs, expenses and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case or similar proceeding), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured; provided, that, Excess Term Loan Debt shall not constitute Term Loan Debt.

"Term Loan DIP Financing" shall have the meaning set forth in Section 6.2 hereof.

"Term Loan Documents" shall mean, collectively, the Term Loan Agreement and all agreements, documents and instruments at any time executed and/or delivered by any Grantor or any other Person to, with or in favor of any Term Loan Secured Party in connection therewith or related thereto, as all of the foregoing now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated, refinanced, replaced or restructured (in whole or in part and including any agreements with, to or in favor of any other lender or group of lenders, or agent of any such other lender or group of lenders, that at any time refinances, replaces or succeeds to all or any portion of the Term Loan Debt) in accordance with the terms of this Agreement.

"Term Loan Event of Default" shall mean any "Event of Default" as defined in the Term Loan Agreement.

"Term Loan Hedge Obligations" shall mean the due and punctual payment and performance of all obligations of each Grantor under each Hedging Agreement (other than any Excluded Swap Obligations) that is entered into with any Term Loan Hedge Provider if the Company designates such Term Loan Hedge Provider as a Term Loan Secured Party with respect to such Hedging Agreement in a written notice to the Term Loan Agent at the time or promptly after such Hedging Agreement is entered into (or, with respect to any such Hedging Agreement in effect on the Closing Date, on or prior to the Closing Date).

"Term Loan Hedge Provider" shall mean a Qualified Counterparty as defined in the Term Loan Agreement as in effect on the date hereof.

"Term Loan Lenders" shall mean, collectively, any person party to the Term Loan Documents as lender (and including any other lender or group of lenders that at any time refinances, replaces or succeeds to all or any portion of the Term Loan Debt or is otherwise party to the Term Loan Documents as a lender); sometimes being referred to herein individually as a "Term Loan Lender".

"Term Loan Priority Collateral" shall mean the Collateral described on Annex B hereto.

"Term Loan Priority Collateral Pledged Account" shall mean an account of the Domestic Grantors subject to a control agreement in favor of Term Loan Agent and ABL Agent, which is intended to exclusively contain the identifiable proceeds of Term Loan Priority Collateral.

"Term Loan Purchase Event" shall have the meaning set forth in Section 7.1 hereof.

"Term Loan Secured Parties" shall mean, collectively, (a) Term Loan Agent, (b) the Term Loan Lenders, (c) each other person to whom any of the Term Loan Debt (including Term Loan Debt constituting Term Loan Bank Product Obligations owing to any Term Loan Bank Product Provider or Term Loan Hedge Obligations owing to any Term Loan Hedge Provider) is owed, (d) the administrative agent under the Term Loan Documents and (e) the successors, replacements and assigns of each of the foregoing; sometimes being referred to herein individually as a "Term Loan Secured Party".

"Third Party Purchaser" shall have the meaning set forth in Section 9.1 hereof.

"Uniform Commercial Code" or "UCC" shall mean the Uniform Commercial Code as from time to time in effect in the State of New York; provided, that, if by reason of mandatory provisions of law, perfection, or the effect of perfection or non-perfection, of a security interest in any Collateral or the availability of any remedy hereunder is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, "Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such perfection or effect of perfection or non-perfection or availability of such remedy, as the case may be. For the purposes hereof, as to Property for which the Personal Property Security Act and regulations thereunder, as in effect from time to time, of any jurisdiction ("PPSA") shall govern the attachment, perfection or priority of any Lien or any remedies, UCC shall include the PPSA.

1.2 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified, subject to any limitations thereon set forth herein, (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, and as to any Borrower, any Guarantor or any other Grantor shall be deemed to include a receiver, trustee or

debtor-in-possession on behalf of any of such person or on behalf of any such successor or assign, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Sections shall be construed to refer to Sections of this Agreement and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

Section 2. **Lien Priorities**

2.1 Acknowledgment of Liens.

(a) ABL Agent, on behalf of itself and each other ABL Secured Party, hereby acknowledges that Term Loan Agent, acting for and on behalf of itself and the other Term Loan Secured Parties, has been granted Liens upon all of the Collateral pursuant to the Term Loan Documents to secure the Term Loan Debt and the Excess Term Loan Debt.

(b) Term Loan Agent, on behalf of itself and each other Term Loan Secured Party, hereby acknowledges that ABL Agent, acting for and on behalf of itself and the other ABL Secured Parties, has been granted Liens upon all of the Collateral pursuant to the ABL Documents to secure the ABL Debt and the Excess ABL Debt.

2.2 Relative Priorities.

(a) Notwithstanding the date, manner or order of grant, attachment or perfection of any Liens granted to ABL Agent or the other ABL Secured Parties or Term Loan Agent or the other Term Loan Secured Parties and notwithstanding any provision of the UCC, or any applicable law or any provisions of the ABL Documents or the Term Loan Documents or any defect or deficiencies in, or failure to grant or perfect, any Liens or the failure of such Liens to attach or any other circumstance whatsoever, the Term Loan Agent, on behalf of itself and the other Term Secured Parties, and the ABL Agent, on behalf of itself and the other ABL Secured Parties, hereby agree that:

(i) Subject to clauses (iii) and (v), any Lien on the ABL Priority Collateral securing the ABL Debt now or hereafter held by or for the benefit or on behalf of any ABL Secured Party or any agent or trustee therefor shall be senior in right, priority, operation, effect and in all other respects to any Lien on the ABL Priority Collateral securing the Term Loan Debt now or hereafter held by or for the benefit or on behalf of any Term Loan Secured Party or any agent or trustee therefor and any Lien on the ABL Priority Collateral securing any of the Term Loan Debt now or hereafter held by or for the benefit or on behalf of any Term Loan Secured Party or any agent or trustee therefor regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on the ABL Priority Collateral securing any ABL Debt;

(ii) Subject to clauses (iv) and (vi), any Lien on the Term Loan Priority Collateral securing the Term Loan Debt now or hereafter held by or for the benefit or on behalf of any Term Loan Secured Party or any agent or trustee therefor shall be senior in right, priority, operation, effect and in all other respects to any Lien on the Term Loan Priority

Collateral securing the ABL Debt now or hereafter held by or for the benefit or on behalf of any ABL Secured Party or any agent or trustee therefor and any Lien on the Term Loan Priority Collateral securing any of the ABL Debt now or hereafter held by or for the benefit or on behalf of any ABL Secured Party or any agent or trustee therefor regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on the Term Loan Priority Collateral securing any Term Loan Debt;

(iii) any Lien on the ABL Priority Collateral securing Excess ABL Debt now or hereafter held by or for the benefit or on behalf of any ABL Secured Party or any agent or trustee therefor shall be junior and subordinate in right, priority, operation, effect and in all other respects to any Lien on the ABL Priority Collateral securing Term Loan Debt now or hereafter held by or for the benefit or on behalf of any Term Loan Secured Party or any agent or trustee therefor and any Lien on the ABL Priority Collateral securing any of the Term Loan Debt now or hereafter held by or for the benefit or on behalf of any Term Loan Secured Party or any agent or trustee therefor regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be senior in all respects to all Liens on the ABL Priority Collateral securing any Excess ABL Debt;

(iv) any Lien on the Term Loan Priority Collateral securing Excess Term Loan Debt now or hereafter held by or for the benefit or on behalf of any Term Loan Secured Party or any agent or trustee therefor shall be junior and subordinate in right, priority, operation, effect and in all other respects to any Lien on the Term Loan Priority Collateral securing ABL Debt now or hereafter held by or for the benefit or on behalf of any ABL Secured Party or any agent or trustee therefor and any Lien on the Term Loan Priority Collateral securing any of the ABL Debt now or hereafter held by or for the benefit or on behalf of any ABL Secured Party or any agent or trustee therefor regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be senior in all respects to all Liens on the Term Loan Priority Collateral securing any Excess Term Loan Debt;

(v) any Lien on the ABL Priority Collateral securing Excess ABL Debt now or hereafter held by or for the benefit or on behalf of any ABL Secured Party or any agent or trustee therefor shall be senior in right, priority, operation, effect and in all other respects to any Lien on the ABL Priority Collateral securing Excess Term Loan Debt now or hereafter held by or for the benefit or on behalf of any Term Loan Secured Party or any agent or trustee therefor and any Lien on the ABL Priority Collateral securing any of the Excess Term Loan Debt now or hereafter held by or for the benefit or on behalf of any Term Loan Secured Party or any agent or trustee therefor regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on the ABL Priority Collateral securing any Excess ABL Debt now or hereafter held by or for the benefit or on behalf of any ABL Secured Party or any agent or trustee therefor; and

(vi) any Lien on the Term Loan Priority Collateral securing Excess Term Loan Debt now or hereafter held by or for the benefit or on behalf of any Term Loan Secured Party or any agent or trustee therefor shall be senior in right, priority, operation, effect and in all other respects to any Lien on the Term Loan Priority Collateral securing Excess ABL Debt now or hereafter held by or for the benefit or on behalf of any ABL Secured Party or any agent or trustee therefor and any Lien on the Term Loan Priority Collateral securing any of the

Excess ABL Debt now or hereafter held by or for the benefit or on behalf of any ABL Secured Party or any agent or trustee therefor regardless of how acquired, whether by grant, statute, operation of law, subrogation or otherwise, shall be junior and subordinate in all respects to all Liens on the Term Loan Priority Collateral securing any Excess Term Loan Debt now or hereafter held by or for the benefit or on behalf of any Term Loan Secured Party or any agent or trustee therefor.

(b) As between ABL Secured Parties and Term Loan Secured Parties, the terms of this Agreement, including the priorities set forth above, shall govern even if part or all of the ABL Debt or Term Loan Debt or the Liens securing payment and performance thereof are not perfected or are subordinated, avoided, disallowed, set aside or otherwise invalidated in any judicial proceeding or otherwise.

2.3 Prohibition on Contesting Liens. Each of ABL Agent, for itself and on behalf of the other ABL Secured Parties, and Term Loan Agent, for itself and on behalf of the other Term Loan Secured Parties, agrees that it shall not (and hereby waives any right to) contest or support any other Person in contesting, in any proceeding (including any Insolvency Proceeding), the perfection, priority, validity or enforceability of a Lien held, or purported to be held, by or for the benefit or on behalf of any Term Loan Secured Party in any Collateral or by or on behalf of any ABL Secured Party in any Collateral, as the case may be; provided, that, nothing in this Agreement shall be construed to prevent or impair the rights of any ABL Secured Party or Term Loan Secured Party to enforce this Agreement.

2.4 New Liens. The parties hereto agree that it is their intention that the Collateral of the Domestic Grantors securing the Term Loan Debt and the ABL Debt be identical. In furtherance of the foregoing, the parties hereto agree, subject to the other provisions of this Agreement, upon request by the ABL Agent or the Term Loan Agent, to cooperate in good faith (and to direct their counsel to cooperate in good faith) from time to time in order to determine the specific items of Collateral of the Domestic Grantors included in the ABL Priority Collateral and the Term Loan Priority Collateral and the steps taken to perfect their respective Liens thereon and the identity of the respective parties obligated under the Term Loan Documents and the ABL Loan Documents.

Section 3. **Enforcement**

3.1 Exercise of Rights and Remedies.

(a) So long as the Discharge of ABL Debt has not occurred, whether or not any Insolvency Proceeding has been commenced by or against any Grantor, Term Loan Agent, for itself and on behalf of the other Term Loan Secured Parties:

(i) will not enforce or exercise, or seek to enforce or exercise, any rights or remedies (including any right of setoff or notification of account debtors) with respect to any ABL Priority Collateral (including the enforcement of any right under any lockbox agreement, account control agreement, landlord waiver or bailee's letter or any similar agreement or arrangement, in each case relating to ABL Priority Collateral, to which the Term Loan Agent or any other Term Loan Secured Party is a party) or commence or join with any

Person (other than ABL Agent with its consent) in commencing, or filing a petition for, any action or proceeding with respect to such rights or remedies (including any foreclosure action, provided, that, Term Loan Agent or any other Term Loan Secured Party may commence or join with any Person in commencing, or filing, a petition for any Insolvency Proceeding);

(ii) will not contest, protest or object to any foreclosure action or proceeding brought by ABL Agent or any other ABL Secured Party, or any other enforcement or exercise by any ABL Secured Party of any rights or remedies relating solely to the ABL Priority Collateral, so long as the Liens of Term Loan Agent attach to the Proceeds thereof subject to the relative priorities set forth in Section 2.1 and such actions or proceedings are being pursued in good faith;

(iii) will not object to the forbearance by ABL Agent or the other ABL Secured Parties from commencing or pursuing any foreclosure action or proceeding or any other enforcement or exercise of any rights or remedies with respect to any of the ABL Priority Collateral;

(iv) will not except for actions permitted under Section 3.1(a)(i), take or receive any ABL Priority Collateral, or any Proceeds thereof or payment with respect thereto, in connection with the exercise of any right or remedy (including any right of setoff) with respect to any ABL Priority Collateral (it being understood and agreed that payments made by any Grantor in respect of the Term Loan Debt with proceeds of loans or advances under the ABL Documents shall not constitute a breach of this Section 3.1(a)(iv));

(v) agrees that no covenant, agreement or restriction contained in any Term Loan Document shall be deemed to restrict in any way the rights and remedies of ABL Agent or the other ABL Secured Parties with respect to the ABL Priority Collateral as set forth in this Agreement and the ABL Documents;

(vi) will not object to the manner in which ABL Agent or any other ABL Secured Party may seek to enforce or collect the ABL Debt or the Liens of such ABL Secured Party on any ABL Priority Collateral, regardless of whether any action or failure to act by or on behalf of ABL Agent or any other ABL Secured Party is, or could be, adverse to the interests of the Term Loan Secured Parties, and will not assert, and hereby waive to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or claim the benefit of any marshalling, appraisal, valuation or other similar right that may be available under applicable law with respect to the ABL Priority Collateral or any other rights a junior secured creditor may have under applicable law with respect to the matters described in this clause (vi); and

(vii) will not attempt, directly or indirectly, whether by judicial proceeding or otherwise, to challenge or question the validity or enforceability of any ABL Debt or any Lien of ABL Agent or this Agreement, or the validity or enforceability of the priorities, rights or obligations established by this Agreement.

(b) So long as the Discharge of Term Loan Debt has not occurred, whether or not any Insolvency Proceeding has been commenced by or against any Grantor, ABL Agent, for itself and on behalf of the other ABL Secured Parties:

(i) will not enforce or exercise, or seek to enforce or exercise, any rights or remedies (including any right of setoff with respect to any deposit accounts used exclusively for identifiable proceeds of Term Loan Priority Collateral; it being understood and agreed that any property in such deposit accounts that is not identifiable proceeds of Term Loan Priority Collateral shall not be Term Loan Priority Collateral solely by virtue of being on deposit in any such deposit account) with respect to any Term Loan Priority Collateral (including the enforcement of any right under any lockbox agreement, account control agreement, landlord waiver or bailee' s letter or any similar agreement or arrangement, in each case relating to Term Loan Priority Collateral, to which the ABL Agent or any other ABL Secured Party is a party) or commence or join with any Person (other than Term Loan Agent with its consent) in commencing, or filing a petition for, any action or proceeding with respect to such rights or remedies (including any foreclosure action, provided, that, ABL Agent or any other ABL Secured Party may commence or join with any Person in commencing, or filing, a petition for any Insolvency Proceeding);

(ii) will not contest, protest or object to any foreclosure action or proceeding brought by Term Loan Agent or any other Term Loan Secured Party, or any other enforcement or exercise by any Term Loan Secured Party of any rights or remedies relating solely to the Term Loan Priority Collateral, so long as the Liens of ABL Agent attach to the Proceeds thereof subject to the relative priorities set forth in Section 2.1 and such actions or proceedings are being pursued in good faith;

(iii) will not object to the forbearance by Term Loan Agent or the other Term Loan Secured Parties from commencing or pursuing any foreclosure action or proceeding or any other enforcement or exercise of any rights or remedies with respect to any of the Term Loan Priority Collateral;

(iv) will not except for actions permitted under Section 3.1(b)(i), take or receive any Term Loan Priority Collateral, or any Proceeds thereof or payment with respect thereto, in connection with the exercise of any right or remedy (including any right of setoff) with respect to any Term Loan Priority Collateral (it being understood and agreed that payments made by any Grantor in respect of the ABL Debt with proceeds of loans or advances under the Term Loan Documents shall not constitute a breach of this Section 3.1(b)(iv));

(v) agrees that no covenant, agreement or restriction contained in any ABL Document shall be deemed to restrict in any way the rights and remedies of Term Loan Agent or the other Term Loan Secured Parties with respect to the Term Loan Priority Collateral as set forth in this Agreement and the Term Loan Documents;

(vi) will not object to the manner in which Term Loan Agent or any other Term Loan Secured Party may seek to enforce or collect the Term Loan Debt or the Liens of such Term Loan Secured Party on any Term Loan Priority Collateral, regardless of whether any action or failure to act by or on behalf of Term Loan Agent or any other Term Loan Secured

Party is, or could be, adverse to the interests of the ABL Secured Parties, and will not assert, and hereby waive, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or claim the benefit of any marshalling, appraisal, valuation or other similar right that may be available under applicable law with respect to the Term Loan Priority Collateral or any other rights a junior secured creditor may have under applicable law with respect to the matters described in this clause (vi); and

(vii) will not attempt, directly or indirectly, whether by judicial proceeding or otherwise, to challenge or question the validity or enforceability of any Term Loan Debt or any Lien of Term Loan Agent or this Agreement, or the validity or enforceability of the priorities, rights or obligations established by this Agreement.

(c) Until the Discharge of ABL Debt has occurred, whether or not any Insolvency Proceeding has been commenced by or against any Grantor, subject to Section 3.1(a)(i) hereof, the ABL Secured Parties shall have the exclusive right to commence, and maintain the exercise of their rights and remedies with respect to the ABL Priority Collateral, including, the exclusive right, to the extent provided for in the ABL Documents or under applicable law, to appoint an administrator, receiver or trustee in respect of the ABL Priority Collateral, to take or retake control or possession of such Collateral and to hold, prepare for sale, process, and sell, lease, dispose of, or liquidate such ABL Priority Collateral, without any consultation with or the consent of any Term Loan Secured Party; provided, that, the Lien securing the Term Loan Debt shall continue as to the Proceeds of such Collateral released or disposed of subject to the relative priorities described in Section 2 hereof. In exercising enforcement rights and remedies with respect to the ABL Priority Collateral, the ABL Secured Parties may enforce the provisions of the ABL Documents with respect to the ABL Priority Collateral and exercise remedies thereunder, all in such order and in such manner as they may determine in the exercise of their sole discretion. Such exercise and enforcement shall include the rights of an agent appointed by them to sell or otherwise realize on or dispose of any ABL Priority Collateral upon foreclosure, to incur expenses in connection with such sale or other realization or disposition, and to exercise all of the rights and remedies of a secured creditor under the UCC and of a secured creditor under the Bankruptcy Laws of any applicable jurisdiction. Term Loan Secured Parties shall not have any right to direct any ABL Secured Party to exercise any right, remedy or power with respect to the ABL Priority Collateral and each Term Loan Secured Party shall have no right to consent to any exercise of remedies under the ABL Documents or applicable law in respect of any of the ABL Priority Collateral.

(d) Until the Discharge of Term Loan Debt has occurred, whether or not any Insolvency Proceeding has been commenced by or against any Grantor, subject to Section 3.1(b)(i) hereof, the Term Loan Secured Parties shall have the exclusive right to commence, and maintain the exercise of their rights and remedies with respect to the Term Loan Priority Collateral, including, the exclusive right, to the extent provided for in the Term Loan Documents or under applicable law, to appoint an administrator, receiver or trustee in respect of the Term Loan Priority Collateral, to take or retake control or possession of such Collateral and to hold, prepare for sale, process, and sell, lease, dispose of, or liquidate such Term Loan Priority Collateral, without any consultation with or the consent of any ABL Secured Party; provided, that, the Lien securing the ABL Debt shall continue as to the Proceeds of such Collateral released or disposed of subject to the relative priorities described in Section 2 hereof. In

exercising enforcement rights and remedies with respect to the Term Loan Priority Collateral, the Term Loan Secured Parties may enforce the provisions of the Term Loan Documents with respect to the Term Loan Priority Collateral and exercise remedies thereunder, all in such order and in such manner as they may determine in the exercise of their sole discretion. Such exercise and enforcement shall include the rights of an agent appointed by them to sell or otherwise realize on or dispose of any Term Loan Priority Collateral upon foreclosure, to incur expenses in connection with such sale or other realization or disposition, and to exercise all of the rights and remedies of a secured creditor under the UCC and of a secured creditor under the Bankruptcy Laws of any applicable jurisdiction. ABL Secured Parties shall not have any right to direct any Term Loan Secured Party to exercise any right, remedy or power with respect to the Term Loan Priority Collateral and each ABL Secured Party shall have no right to consent to any exercise of remedies under the Term Loan Documents or applicable law in respect of any of the Term Loan Priority Collateral.

(e) Notwithstanding the foregoing, each of the Term Loan Agent and the ABL Agent may:

(i) file a claim or statement of interest with respect to the ABL Debt, Excess ABL Debt, Term Loan Debt or Excess Term Loan Debt, as the case may be, in an Insolvency Proceeding that has been commenced by or against any Grantor;

(ii) in the case of the Term Loan Agent, take any action in order to create, perfect, preserve or protect (but not, prior to the Discharge of ABL Debt, enforce) its Lien on any of the ABL Priority Collateral, and in the case of the ABL Agent, take any action in order to create, perfect, preserve or protect (but not, prior to the Discharge of Term Loan Debt, enforce) its Lien on any of the Term Loan Priority Collateral;

(iii) file any necessary responsive or defensive pleadings in opposition to any motion, claim, adversary proceeding or other pleading made by any Person objecting to or otherwise seeking the disallowance of the claims of the ABL Secured Parties or Term Loan Secured Parties, including any claims secured by the Collateral, if any, or otherwise make any agreements or file any motions or objections pertaining to the claims of such Secured Parties, in each case in accordance with the terms of this Agreement;

(iv) file any pleadings, objections, motions or agreements which assert rights or interests that are available to unsecured creditors of the Grantors, including, the commencement of an Insolvency Proceeding against any Grantor, in each case, in accordance with applicable law and in a manner not inconsistent with the terms of this Agreement (including, but not limited to, any of the provisions of Section 6 hereof); and

(v) vote on any plan of reorganization, file any proof of claim, make other filings and make any arguments and motions that are, in each case, not inconsistent with the terms of this Agreement.

3.2 Release of Second Priority Liens.

(a) If the Agent with the senior Lien on any Collateral releases its Liens on any part of such Collateral in connection with either any Disposition of any Collateral permitted

under the terms of the ABL Documents and the terms of the Term Loan Documents or the exercise by the Agent with the senior Lien on any Collateral of its enforcement remedies in respect of such Collateral, and including any Disposition of such Collateral by or on behalf of any Grantor that is approved or consented to by the Agent with the senior Lien therein at any time after an ABL Event of Default, in the case of ABL Priority Collateral, or a Term Loan Event of Default, in the case of Term Loan Priority Collateral, has occurred and is continuing, then effective upon the consummation of any such Disposition or exercise of enforcement remedies, the Agent with the junior Lien on any such Collateral shall:

(i) be deemed to have automatically and without further action released and terminated any Liens it may have on such Collateral; provided, that, (A) the Liens of the Agent with such senior Lien on the Collateral so sold or disposed of are released at the same time, and (B) such junior Lien shall remain in place with respect to any Proceeds of such sale, transfer or other disposition under this clause (a)(i) that are not applied to the repayment of ABL Debt (in the case of ABL Priority Collateral) or the repayment of Term Loan Debt (in the case of Term Loan Priority Collateral); and

(ii) be deemed to have authorized the Agent (including, if applicable, any Receiver appointed by such Agent) with the senior Lien on such Collateral to file UCC amendments and terminations and mortgage releases (as applicable) covering the Collateral so sold or otherwise disposed of with respect to the UCC financing statements and mortgage releases (as applicable) between any Grantor and the Agent with the junior Lien thereon to evidence such release and termination; and

(iii) promptly upon the request of the Agent with the senior Lien thereon, execute and deliver such other release documents and confirmations of the authorization to file UCC amendments and terminations and mortgage releases (as applicable) provided for herein, in each case as the Agent with the senior Lien thereon may reasonably require in connection with such sale or other Disposition by such Agent, such Agent's agents or any Grantor with the consent of such Agent to evidence and effectuate such termination and release; provided, that, any such release or UCC amendment or termination by or on behalf of the Agent with the junior Lien thereon shall not extend to or otherwise affect any of the rights, if any, of such Agent with the junior Lien to the Proceeds from any such sale or other Disposition of Collateral that are not applied to the repayment of ABL Debt (in the case of ABL Priority Collateral) or the repayment of Term Loan Debt (in the case of Term Loan Priority Collateral).

(b) Each Agent, for itself and on behalf of the other Secured Parties for whom such Agent is acting, hereby irrevocably constitutes and appoints the other Agent and any officer or agent of such Agent (including, if applicable, any Receiver appointed by such Agent), with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Agent with the junior Lien or such holder or in the Agent's own name, from time to time in such Agent's (holding the senior Lien) discretion, for the purpose of carrying out the terms of this Section 3.2, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Section 3.2, including any termination statements, endorsements or other instruments of transfer or release. Nothing contained in this Agreement shall be construed to modify the obligation of the Agent with the senior Lien to act in a commercially

reasonable manner in the exercise of its rights to sell, lease, license, exchange, transfer or otherwise dispose of any Collateral.

3.3 Insurance and Condemnation Awards.

(a) So long as the Discharge of ABL Debt has not occurred, ABL Agent and the other ABL Secured Parties shall have the sole and exclusive right, subject to the rights of Grantors under the ABL Documents, to settle and adjust claims in respect of the ABL Priority Collateral under policies of insurance and to approve any award granted in any condemnation or similar proceeding, or any deed in lieu of condemnation in respect of the ABL Priority Collateral. So long as the Discharge of ABL Debt has not occurred, all Proceeds of any such policy and any such award, or any payments with respect to such a deed in lieu of condemnation, shall (i) first, up to an amount not to exceed the ABL Debt, be paid to ABL Agent for the benefit of the ABL Secured Parties to the extent required under the ABL Documents, (ii) second, up to an amount not to exceed the Term Loan Debt, be paid to Term Loan Agent for the benefit of the Term Loan Secured Parties to the extent required under the applicable Term Loan Documents, (iii) third, up to an amount not to exceed the Excess ABL Debt, be paid to ABL Agent for the benefit of the ABL Secured Parties to the extent required under the ABL Documents, (iv) fourth, up to an amount not to exceed the Excess Term Loan Debt, be paid to Term Loan Agent for the benefit of the Term Loan Secured Parties to the extent required under the applicable Term Loan Documents and (v) fifth, if no Excess Term Loan Debt is outstanding, be paid to the owner of the subject property or as a court of competent jurisdiction may otherwise direct or may otherwise be required by applicable law. Until the Discharge of ABL Debt, if Term Loan Agent or any other Term Loan Secured Party shall, at any time, receive any Proceeds of any such insurance policy or any such award or payment, it shall pay such Proceeds over to ABL Agent in accordance with the terms of Section 4.2.

(b) So long as the Discharge of Term Loan Debt has not occurred, Term Loan Agent and the other Term Loan Secured Parties shall have the sole and exclusive right, subject to the rights of Grantors under the Term Loan Documents, to settle and adjust claims in respect of the Term Loan Priority Collateral under policies of insurance and to approve any award granted in any condemnation or similar proceeding, or any deed in lieu of condemnation in respect of the Term Loan Priority Collateral. So long as the Discharge of Term Loan Debt has not occurred, all Proceeds of any such policy and any such award, or any payments with respect to such a deed in lieu of condemnation, shall (i) first, up to an amount not to exceed the Term Loan Debt, be paid to Term Loan Agent for the benefit of the Term Loan Secured Parties to the extent required under the Term Loan Documents, (ii) second, up to an amount not to exceed the ABL Debt, be paid to ABL Agent for the benefit of the ABL Secured Parties to the extent required under the applicable ABL Documents, (iii) third, up to an amount not to exceed the Excess Term Loan Debt, be paid to Term Loan Agent for the benefit of the Term Loan Secured Parties to the extent required under the Term Loan Documents, (iv) fourth, up to an amount not to exceed the Excess ABL Debt, be paid to ABL Agent for the benefit of the ABL Secured Parties to the extent required under the applicable ABL Documents and (v) fifth, if no Excess ABL Debt is outstanding, be paid to the owner of the subject property or as a court of competent jurisdiction may otherwise direct or may otherwise be required by applicable law. Until the Discharge of Term Loan Debt, if ABL Agent or any other ABL Secured Party shall, at any time, receive any

Proceeds of any such insurance policy or any such award or payment, it shall pay such Proceeds over to Term Loan Agent in accordance with the terms of Section 4.2.

Section 4. **Payments**

4.1 Application of Proceeds.

(a) So long as the Discharge of ABL Debt and the repayment in full in cash of the Excess ABL Debt has not occurred, the ABL Priority Collateral or Proceeds thereof received in connection with any Disposition of, or collection on, such ABL Priority Collateral, shall be applied in the following order of priority:

(i) first, to the ABL Debt in accordance with the ABL Documents until the Discharge of ABL Debt has occurred;

(ii) second, to the Term Loan Debt in accordance with the Term Loan Documents until the Discharge of Term Loan Debt has occurred;

(iii) third, to the Excess ABL Debt in accordance with the ABL Documents until such obligations are paid in full in cash;

(iv) fourth, to the Excess Term Loan Debt in accordance with the Term Loan Documents until such obligations are paid in full in cash;

(v) fifth, to the applicable Grantor or as otherwise required by applicable law.

(b) So long as the Discharge of Term Loan Debt and the repayment in full in cash of the Excess Term Loan Debt has not occurred, the Term Loan Priority Collateral or Proceeds thereof received in connection with the Disposition of, or collection on, such Term Loan Priority Collateral shall be applied in the following order of priority:

(i) first, to the Term Loan Debt in accordance with the Term Loan Documents until the Discharge of Term Loan Debt has occurred;

(ii) second, to the ABL Debt in accordance with the ABL Documents until the Discharge of ABL Debt has occurred;

(iii) third, to the Excess Term Loan Debt in accordance with the Term Loan Documents until such obligations are paid in full in cash;

(iv) fourth, to the Excess ABL Debt in accordance with the ABL Documents until such obligations are paid in full in cash;

(v) fifth, to the applicable Grantor or as otherwise required by applicable law.

(c) The provisions of this Section 4.1 are intended solely to govern the respective Lien priorities as between Term Loan Agent and ABL Agent and shall not impose on any Agent or any other Secured Party any obligations in respect of the disposition of Proceeds of foreclosure on any Collateral which would conflict with prior perfected claims therein in favor of any other person or any order or decree of any court or other governmental authority or any applicable law.

4.2 Payments Over.

(a) At all times (i) prior to the Discharge of ABL Debt or (ii) after both the Discharge of ABL Debt and the Discharge of Term Loan Debt, but prior to the payment in full in cash of the Excess ABL Debt, in any case, whether or not any Insolvency Proceeding has been commenced by or against any Grantor, Term Loan Agent agrees, for itself and on behalf of the other Term Loan Secured Parties, that any ABL Priority Collateral or Proceeds thereof (including any ABL Priority Collateral or Proceeds thereof subject to Liens that have been avoided or otherwise invalidated, but excluding cash proceeds of Term Loan Priority Collateral) or payment with respect thereto received by Term Loan Agent or any other Term Loan Secured Party (including any right of set-off), and including in connection with any insurance policy claim or any condemnation award (or deed in lieu of condemnation), shall be segregated and held in trust and promptly transferred or paid over to ABL Agent for the benefit of the ABL Secured Parties in the same form as received, with any necessary endorsements or assignments or as a court of competent jurisdiction may otherwise direct. ABL Agent is hereby authorized to make any such endorsements or assignments as agent for Term Loan Agent. This authorization is coupled with an interest and is irrevocable. Any payments made by Grantors in respect of the Term Loan Debt with proceeds of loans or advances under the ABL Documents shall not be required to be transferred or paid over to ABL Agent for the benefit of the ABL Secured Parties.

(b) At all times (i) prior to the Discharge of Term Loan Debt or (ii) after both the Discharge of ABL Debt and the Discharge of Term Loan Debt, but prior to the payment in full in cash of the Excess Term Loan Debt, in any case, whether or not any Insolvency Proceeding has been commenced by or against any Grantor, ABL Agent agrees, for itself and on behalf of the other ABL Secured Parties, that any Term Loan Priority Collateral or Proceeds thereof (including any Term Loan Priority Collateral or Proceeds thereof subject to Liens that have been avoided or otherwise invalidated but excluding cash proceeds of ABL Priority Collateral) or payment with respect thereto received by ABL Agent or any other ABL Secured Party (including any right of set-off), and including in connection with any insurance policy claim or any condemnation award (or deed in lieu of condemnation), shall be segregated and held in trust and promptly transferred or paid over to Term Loan Agent for the benefit of the Term Loan Secured Parties in the same form as received, with any necessary endorsements or assignments or as a court of competent jurisdiction may otherwise direct. Term Loan Agent is hereby authorized to make any such endorsements or assignments as agent for ABL Agent. This authorization is coupled with an interest and is irrevocable.

Section 5. **Bailee for Perfection**

5.1 Each Agent as Bailee.

(a) Each Agent agrees to hold any Collateral that is in the possession or control of such Agent (or its agents or bailees), to the extent that possession or control thereof is effective to perfect a Lien thereon under the Uniform Commercial Code (such Collateral being referred to herein as the "Pledged Collateral"), as bailee and agent for and on behalf of the other Agent solely for the purpose of perfecting the Lien granted to the other Agent in such Pledged Collateral (including as to any securities or any deposit accounts or securities accounts, if any, for purposes of satisfying the requirements of Sections 8-106(d)(3), 8-301(a)(2) and 9-313(c) of the UCC and similar provision of the PPSA and the Securities Transfer Act of any applicable jurisdiction) pursuant to the ABL Documents or Term Loan Documents, as applicable, subject to the terms and conditions of this Section 5.

(b) Until the Discharge of ABL Debt has occurred, ABL Agent shall be entitled to deal with the Pledged Collateral constituting ABL Priority Collateral in accordance with the terms of the ABL Documents. The rights of Term Loan Agent to such Pledged Collateral shall at all times be subject to the terms of this Agreement and to ABL Agent's rights under the ABL Documents. Until the Discharge of Term Loan Debt has occurred, Term Loan Agent shall be entitled to deal with the Pledged Collateral constituting Term Loan Priority Collateral in accordance with the terms of the Term Loan Documents. The rights of ABL Agent to such Pledged Collateral shall at all times be subject to the terms of this Agreement and to Term Loan Agent's rights under the Term Loan Documents.

(c) Each Agent shall have no obligation whatsoever to the other Agent or any other Secured Party to assure that the Pledged Collateral is genuine or owned by any of the Grantors or to preserve rights or benefits of any Person except as expressly set forth in this Section 5. The duties or responsibilities of each Agent under this Section 5 shall be limited solely to holding the Pledged Collateral as gratuitous bailee and agent for and on behalf of the other Agent for purposes of perfecting the Lien held by the other Agent.

(d) Each Agent shall not have by reason of the ABL Documents, the Term Loan Documents or this Agreement or any other document or otherwise in connection with the transactions contemplated by this Agreement, the ABL Documents and the Term Loan Documents a fiduciary relationship in respect of the other Agent or any of the other Secured Parties and shall not have any liability to the other Agent or any other Secured Party in connection with its holding the Pledged Collateral. Each Agent hereby waives any claims against the other Agent for any breach or alleged breach of fiduciary duty.

5.2 Transfer of Pledged Collateral.

(a) Upon the Discharge of ABL Debt, to the extent permitted under applicable law:

(i) ABL Agent shall, without recourse or warranty, transfer the possession and control of the Pledged Collateral, if any, then in its possession or control to Term Loan Agent, except in the event and to the extent (A) ABL Agent or any other ABL Secured Party has retained or otherwise acquired such Collateral in full or partial satisfaction of any of the ABL Debt, (B) such Collateral is sold or otherwise disposed of by ABL Agent or any other

ABL Secured Party or by a Grantor as provided herein or (C) it is otherwise required by any order of any court or other governmental authority.

(ii) In connection with any transfer described herein to Term Loan Agent, ABL Agent agrees to take reasonable actions in its power (with all reasonable and documented costs and expenses in connection therewith to be for the account of Term Loan Agent and to be paid by Grantors in accordance with the terms of the Term Loan Documents) as shall be reasonably requested by Term Loan Agent to permit Term Loan Agent to obtain, for the benefit of the Term Loan Secured Parties, a first priority security interest in the Pledged Collateral, including in connection with the terms of any Collateral Access Agreement (as defined in the ABL Agreement), whether with a landlord, processor, warehouse or other third party or any Control Agreement (as defined in the ABL Agreement), with respect to any such agreement delivered on or after the date hereof, ABL Agent shall notify the other parties thereto that it is no longer the "Secured Party Representative", "Agent Representative", "Lender Representative" or otherwise entitled to act under such agreement and shall confirm to such parties that Term Loan Agent is thereafter the "Secured Party Representative", "Agent Representative", "Lender Representative" as any of such terms are used in any such agreement and is otherwise entitled to the rights of the secured party under such agreement.

(iii) The foregoing provision shall not impose on ABL Agent or any other ABL Secured Party any obligations which would conflict with prior perfected claims therein in favor of any other person or any order or decree of any court or other governmental authority or any applicable law.

(b) Upon the Discharge of Term Loan Debt, to the extent permitted under applicable law:

(i) Term Loan Agent shall, without recourse or warranty, transfer the possession and control of the Pledged Collateral, if any, then in its possession or control to ABL Agent, except in the event and to the extent (A) Term Loan Agent or any other Term Loan Secured Party has retained or otherwise acquired such Collateral in full or partial satisfaction of any of the Term Loan Debt, (B) such Collateral is sold or otherwise disposed of by Term Loan Agent or any other Term Loan Secured Party or by a Grantor as provided herein or (C) it is otherwise required by any order of any court or other governmental authority.

(ii) In connection with any transfer described herein to ABL Agent, Term Loan Agent agrees to take reasonable actions in its power (with all reasonable and documented costs and expenses in connection therewith to be for the account of ABL Agent and to be paid by Grantors in accordance with the terms of the ABL Documents) as shall be reasonably requested by ABL Agent to permit ABL Agent to obtain, for the benefit of the ABL Secured Parties, a first priority security interest in the Pledged Collateral.

(iii) The foregoing provision shall not impose on Term Loan Agent or any other Term Loan Secured Party any obligations which would conflict with prior perfected claims therein in favor of any other person or any order or decree of any court or other governmental authority or any applicable law.

(c) After both the Discharge of ABL Debt and the Discharge of Term Loan Debt, but prior to the payment in full in cash of the Excess ABL Debt, Term Loan Agent shall take the same actions set out in Section 5.2(a) above to be taken by the ABL Agent upon the Discharge of ABL Debt so as to transfer the possession and control and related rights to the Pledged Collateral back to ABL Agent. After the payment in full in cash of the Excess ABL Debt, ABL Agent shall take the same actions set out in Section 5.2(a) above to be taken by the ABL Agent upon the Discharge of ABL Debt so as to transfer the possession and control and related rights to the Pledged Collateral back to Term Loan Agent.

(d) After both the Discharge of Term Loan Debt and the Discharge of ABL Debt, but prior to the payment in full in cash of the Excess Term Loan Debt, ABL Agent shall take the same actions set out in Section 5.2(b) above to be taken by the Term Loan Agent upon the Discharge of Term Loan Debt so as to transfer the possession and control and related rights to the Pledged Collateral back to Term Loan Agent. After the payment in full in cash of the Excess Term Loan Debt, Term Loan Agent shall take the same actions set out in Section 5.2(b) above to be taken by the Term Loan Agent upon the Discharge of Term Loan Debt so as to transfer the possession and control and related rights to the Pledged Collateral back to ABL Agent.

(e) Each Grantor acknowledges and agrees to the delivery or transfer of control by ABL Agent to Term Loan Agent, and by Term Loan Agent to ABL Agent, of any such Collateral and waives and releases ABL Agent and the other ABL Secured Parties, and Term Loan Agent and the other Term Loan Secured Parties, from any liability as a result of such action, except to the extent resulting from such Agent's own gross negligence or willful misconduct as determined pursuant to a final, non-appealable order of a court of competent jurisdiction. Each Grantor shall take such further actions as are reasonably required to effectuate the transfer contemplated in this Section 5.2 and shall indemnify the Agent having the first priority Lien prior to such transfer for loss or damage suffered by such Agent as a result of such transfer, except to the extent resulting from such Agent's own gross negligence or willful misconduct as determined pursuant to a final, non-appealable order of a court of competent jurisdiction.

Section 6. **Insolvency Proceedings**

6.1 General Applicability. This Agreement shall be applicable both before and after the institution of any Insolvency Proceeding involving any Grantor, including, the filing of any petition by or against any Grantor under the Bankruptcy Code or under any other Bankruptcy Law and all converted or subsequent cases in respect thereof, and all references herein to any Grantor shall be deemed to apply to the trustee for such Grantor and such Grantor as debtor-in-possession. The relative rights of the ABL Secured Parties and the Term Loan Secured Parties in or to any distributions from or in respect of any Collateral or Proceeds shall continue after the commencement of any Insolvency Proceeding involving any Grantor, including, the filing of any petition by or against any Grantor under the Bankruptcy Code or under any other Bankruptcy Law and all converted cases and subsequent cases, on the same basis as prior to the date of such commencement. This Agreement shall constitute a subordination agreement for the purposes of Section 510(a) of the Bankruptcy Code and other Bankruptcy Laws and shall be enforceable in any Insolvency Proceeding in accordance with its terms.

6.2 Use of Cash Collateral; Bankruptcy Financing.

(a) If any Grantor becomes subject to any Insolvency Proceeding, and if ABL Agent or the ABL Secured Parties shall seek to provide a Grantor with, or consent to a third party providing, any post-petition financing under Section 364 of the Bankruptcy Code, or any comparable provision of any other Bankruptcy Law (an "ABL DIP Financing") (it being agreed that ABL Agent and the ABL Secured Parties shall not propose or consent to any ABL DIP Financing that purports to be secured by a priming or pari passu lien on the Term Loan Priority Collateral without the consent of Term Agent), or the ABL Agent or the ABL Secured Parties consent to the use of any ABL Priority Collateral constituting cash collateral under Section 363 of the Bankruptcy Code, or any comparable provision of any other Bankruptcy Law ("ABL Cash Collateral"), until the Discharge of ABL Debt has occurred, Term Loan Agent, for itself and on behalf of the other Term Loan Secured Parties, agrees that each Term Loan Secured Party (i) will raise no objection to, nor support any other Person objecting to, and will be deemed to have consented to, the use of any ABL Cash Collateral, or ABL DIP Financing, (ii) will not request or accept adequate protection or any other relief in connection with the use of such ABL Cash Collateral or such ABL DIP Financing except as set forth in Section 6.4 below, and (iii) will subordinate (and will be deemed hereunder to have subordinated) the Liens on ABL Priority Collateral granted to Term Loan Agent or any other Term Loan Secured Parties pursuant to such ABL DIP Financing on the same terms as such Liens are subordinated hereunder to the Liens granted with respect to such ABL DIP Financing (and such subordination will not alter in any manner the terms of this Agreement), to any adequate protection provided to the ABL Secured Parties and to any "carve-out" or other similar administrative priority expense or claim consented to in writing by ABL Agent to be paid prior to the Discharge of ABL Debt, provided, that:

(A) the aggregate principal amount of the ABL DIP Financing plus the aggregate outstanding principal amount of ABL Debt under the ABL Agreement plus the aggregate face amount of any letters of credit issued and not reimbursed under the ABL Agreement shall not exceed the ABL Cap,

(B) the Term Loan Secured Parties retain a Lien on the Collateral (including Proceeds thereof arising after the commencement of such proceeding) with the same priority relative to the Liens on such Collateral of ABL Agent as existed prior to the commencement of the case under the Bankruptcy Code or other Bankruptcy Law (junior in priority to the Liens securing such ABL DIP Financing and the existing Liens in favor of the ABL Agent on the ABL Priority Collateral but senior to the Liens of the ABL Agent and the Liens securing such ABL DIP Financing on the Term Loan Priority Collateral to the same extent as provided under Section 2.2),

(C) Term Loan Agent receives additional or replacement Liens on all post-petition assets of any Grantor which are subject to an additional or replacement Lien to secure the ABL DIP Financing with same priority relative to the Liens of ABL Agent as existed prior to such Insolvency Proceeding to the extent Term Loan Agent seeks such Liens and is entitled to such additional or replacement Liens under the Bankruptcy Code or other applicable Bankruptcy Law as determined by the Bankruptcy Court having jurisdiction over the case,

(D) such ABL DIP Financing or use of ABL Cash Collateral is subject to the terms of this Agreement,

(E) the Term Loan Agent retains the right to object to any agreements or arrangements regarding the use of ABL Cash Collateral or the ABL DIP Financing that require a specific treatment of a claim in respect of the Term Loan Debt for purposes of a plan of reorganization or contravene the terms of this Agreement, and

(F) as a condition of such ABL DIP Financing or use of ABL Cash Collateral, until the Discharge of Term Loan Debt, (1) all proceeds of the Term Loan Priority Collateral shall either (x) be remitted to the Term Loan Agent for application in accordance with Section 4.1 hereof or (y) only be used by Borrowers subject to terms and conditions reasonably acceptable to the Term Loan Agent, and (2) no portion of the Term Loan Priority Collateral shall be used to repay the ABL Loan Debt outstanding as of the date of the commencement of any Insolvency Proceeding or any ABL Debt incurred thereafter pursuant to any such ABL DIP Financing or use of ABL Cash Collateral.

(b) If any Grantor becomes subject to any Insolvency Proceeding, and if Term Loan Agent or the Term Loan Secured Parties shall seek to provide a Grantor with, or consent to a third party providing, any post-petition financing under Section 364 of the Bankruptcy Code, or any comparable provision of any other Bankruptcy Law (a "Term Loan DIP Financing") (it being agreed that Term Loan Agent and the Term Loan Secured Parties shall not propose or consent to any Term Loan DIP Financing that purports to be secured by a priming or pari passu lien on the ABL Priority Collateral without the consent of ABL Agent), or the Term Loan Agent or the Term Loan Secured Parties consent to the use of any Term Loan Priority Collateral constituting cash collateral under Section 363 of the Bankruptcy Code, or any comparable provision of any other Bankruptcy Law ("Term Loan Cash Collateral"), until the Discharge of Term Loan Debt has occurred, ABL Agent, for itself and on behalf of the other ABL Secured Parties, agrees that each ABL Secured Party (i) will raise no objection to, nor support any other Person objecting to, and will be deemed to have consented to, the use of any Term Loan Cash Collateral, or Term Loan DIP Financing, (ii) will not request or accept adequate protection or any other relief in connection with the use of such Term Loan Cash Collateral or such Term Loan DIP Financing except as set forth in Section 6.4 below, and (iii) will subordinate (and will be deemed hereunder to have subordinated) the Liens on Term Loan Priority Collateral granted to ABL Agent or any other ABL Secured Parties pursuant to such Term Loan DIP Financing on the same terms as such Liens are subordinated hereunder to the Liens granted with respect to such Term Loan DIP Financing (and such subordination will not alter in any manner the terms of this Agreement), to any adequate protection provided to the Term Loan Secured Parties and to any "carve-out" or other similar administrative priority expense or claim consented to in writing by Term Loan Agent to be paid prior to the Discharge of Term Loan Debt, provided, that:

(A) the aggregate principal amount of the Term Loan DIP Financing plus the aggregate outstanding principal amount of Term Loan Debt under the Term Loan Agreement shall not exceed the Term Loan Cap,

(B) the ABL Secured Parties retain a Lien on the Collateral (including Proceeds thereof arising after the commencement of such proceeding) with the same priority

relative to the Liens on such Collateral of Term Loan Agent as existed prior to the commencement of the case under the Bankruptcy Code or other Bankruptcy Law (junior in priority to the Liens securing such Term Loan DIP Financing and the existing Liens in favor of the Term Loan Agent on the Term Loan Priority Collateral but senior to the Liens of the Term Loan Agent and the Liens securing such Term Loan DIP Financing on the ABL Priority Collateral to the same extent as provided under Section 2.2),

(C) ABL Agent receives additional or replacement Liens on all post-petition assets of any Grantor which are subject to an additional or replacement Lien to secure the Term Loan DIP Financing with same priority relative to the Liens of Term Loan Agent as existed prior to such Insolvency Proceeding to the extent ABL Agent seeks such Liens and is entitled to such additional or replacement Liens under the Bankruptcy Code or other applicable Bankruptcy Law as determined by the Bankruptcy Court having jurisdiction over the case,

(D) such Term Loan DIP Financing or use of Term Loan Cash Collateral is subject to the terms of this Agreement,

(E) the ABL Agent retains the right to object to any agreements or arrangements regarding the use of Term Loan Cash Collateral or the Term Loan DIP Financing that require a specific treatment of a claim in respect of the ABL Debt for purposes of a plan of reorganization or contravene the terms of this Agreement, and

(F) as a condition of such Term Loan DIP Financing or use of Term Loan Cash Collateral, until the Discharge of ABL Debt, (1) all proceeds of the ABL Priority Collateral shall either (x) be remitted to the ABL Agent for application in accordance with Section 4.1 hereof or (y) only be used by Borrowers subject to terms and conditions reasonably acceptable to the ABL Agent, and (2) no portion of the ABL Priority Collateral shall be used to repay the Term Loan Debt outstanding as of the date of the commencement of any Insolvency Proceeding or any Term Loan Debt incurred thereafter pursuant to any such Term Loan DIP Financing or use of Term Loan Cash Collateral.

(c) No ABL Secured Party shall, directly or indirectly, provide, or seek to provide, or support any other Person providing or seeking to provide, the use of ABL Cash Collateral or ABL DIP Financing secured by Liens equal or senior in priority to the Liens on the Term Loan Priority Collateral (including any assets or property arising after the commencement of a case under the Bankruptcy Code) of Term Loan Agent, without the prior written consent of Term Loan Agent. No Term Loan Secured Party shall, directly or indirectly, provide, or seek to provide, or support any other Person providing or seeking to provide, the use of Term Loan Cash Collateral or Term Loan DIP Financing secured by Liens equal or senior in priority to the Liens on the ABL Priority Collateral (including any assets or property arising after the commencement of a case under the Bankruptcy Code) of ABL Agent, without the prior written consent of ABL Agent. For purposes hereof, all references to Collateral shall include any assets or property of Grantors arising after the commencement of any Insolvency Proceeding that are subject to the Liens of Agents.

6.3 Relief from the Automatic Stay.

(a) The Term Loan Agent, for itself and on behalf of the other Term Loan Secured Parties, agrees that, so long as the Discharge of ABL Debt has not occurred, no Term Loan Secured Party shall, without the prior written consent of the ABL Agent, seek or request relief from or modification of the automatic stay or any other stay in any Insolvency or Liquidation Proceeding in respect of any part of the ABL Priority Collateral, any Proceeds thereof or any Lien thereon securing any of the Term Loan Debt.

(b) The ABL Agent, for itself and on behalf of the other ABL Secured Parties, agrees that, so long as the Discharge of Term Loan Debt has not occurred, no ABL Secured Party shall, without the prior written consent of the Term Loan Agent, seek or request relief from or modification of the automatic stay or any other stay in any Insolvency or Liquidation Proceeding in respect of any part of the Term Loan Priority Collateral, any Proceeds thereof or any Lien thereon securing any of the ABL Debt.

6.4 Adequate Protection.

(a) The Term Loan Agent, on behalf of itself and the other Term Loan Secured Parties, agrees that none of them shall contest (or support any other Person contesting):

(i) any request by the ABL Agent or the other ABL Secured Parties for adequate protection with respect to Liens on the ABL Priority Collateral; or

(ii) any objection by the ABL Agent or the other ABL Secured Parties to any motion, relief, action or proceeding based on the ABL Agent or the other ABL Secured Parties claiming a lack of adequate protection with respect to Liens on the ABL Priority Collateral to the extent not inconsistent with the other terms of this Agreement.

(b) The ABL Agent, on behalf of itself and the other ABL Secured Parties, agrees that none of them shall contest (or support any other Person contesting):

(i) any request by the Term Loan Agent or the other Term Loan Secured Parties for adequate protection with respect to Liens on the Term Loan Priority Collateral; or

(ii) any objection by the Term Loan Agent or the other Term Loan Secured Parties to any motion, relief, action or proceeding based on the Term Loan Agent or the other Term Loan Secured Parties claiming a lack of adequate protection with respect to Liens on the Term Loan Priority Collateral to the extent not inconsistent with the other terms of this Agreement.

(c) Notwithstanding anything to the contrary in Sections 6.4(a) and 6.4(b), in any Insolvency Proceeding:

(i) if any or all of the ABL Secured Parties are granted adequate protection in the form of additional collateral or a super-priority claim in connection with any use of ABL Cash Collateral or an ABL DIP Financing or in connection with any Liens on the ABL Priority Collateral and such additional collateral is the type of asset or property that would constitute ABL Priority Collateral, then (A) the Term Loan Agent, on behalf of itself or any of

the Term Loan Secured Parties, may seek or request adequate protection in the form of a Lien or super-priority claim on such additional collateral, which Lien or claim will be subordinated to the Liens securing the ABL Debt and such use of ABL Cash Collateral or ABL DIP Financing (and all obligations relating thereto) on the same basis as the other Liens on ABL Priority Collateral securing the Term Loan Debt are so subordinated to the Liens on ABL Priority Collateral securing the ABL Debt under this Agreement and (B) subject to clause (ii) below, the ABL Agent, on behalf of itself and the other ABL Secured Parties, agrees that none of them shall contest (or support any other Person contesting) (1) any request by the Term Loan Agent or any other Term Loan Secured Party for adequate protection pursuant to the preceding clause (A) or (2) any motion, relief, action or proceeding in support of a request for adequate protection pursuant to the preceding clause (A);

(ii) in the event the Term Loan Agent, on behalf of itself or any other Term Loan Secured Parties, seeks or requests adequate protection in respect of Term Loan Debt and such adequate protection is granted in the form of additional collateral or super-priority claims of a type of asset or property that would constitute ABL Priority Collateral, then the Term Loan Agent, on behalf of itself and the other Term Loan Secured Parties, agrees that it will support any request by the ABL Agent to also be granted a Lien or super-priority claim on such additional collateral as security for the ABL Debt and for any use of ABL Cash Collateral or ABL DIP Financing and that any Lien or claim on such additional collateral securing the applicable Term Loan Debt shall be subordinated to the Lien on such collateral securing the ABL Debt and any such use of ABL Cash Collateral or ABL DIP Financing (and all obligations relating thereto) and to any other Liens granted to the ABL Secured Parties as adequate protection on the same basis as the other Liens on ABL Priority Collateral securing the Term Loan Debt are so subordinated to the Liens on ABL Priority Collateral securing the ABL Debt under this Agreement;

(iii) if any or all of the Term Loan Secured Parties are granted adequate protection in the form of additional collateral or a super-priority claim in connection with any use of Term Loan Cash Collateral or a Term Loan DIP Financing or in connection with any Liens on the Term Loan Priority Collateral and such additional collateral is the type of asset or property that would constitute Term Loan Priority Collateral, then (A) the ABL Agent, on behalf of itself or any of the ABL Secured Parties, may seek or request adequate protection in the form of a Lien or super-priority claim on such additional collateral, which Lien or claim will be subordinated to the Liens securing the Term Loan Debt and such use of Term Loan Cash Collateral or Term Loan DIP Financing (and all obligations relating thereto) on the same basis as the other Liens on Term Loan Priority Collateral securing the ABL Debt are so subordinated to the Liens on Term Loan Priority Collateral securing the Term Loan Debt under this Agreement and (B) subject to clause (iv) below, the Term Loan Agent, on behalf of itself and the other Term Loan Secured Parties, agrees that none of them shall contest (or support any other Person contesting) (1) any request by the ABL Agent or any other ABL Secured Party for adequate protection pursuant to the preceding clause (A) or (2) any motion, relief, action or proceeding in support of a request for adequate protection pursuant to the preceding clause (A);

(iv) in the event the ABL Agent, on behalf of itself or any other ABL Secured Parties, seeks or requests adequate protection in respect of ABL Debt and such adequate protection is granted in the form of additional collateral or super-priority claims of a type of asset

or property that would constitute Term Loan Priority Collateral, then the ABL Agent, on behalf of itself and the other ABL Secured Parties, agrees that it will support any request by the Term Loan Agent to also be granted a Lien or super-priority claim on such additional collateral as security for the Term Loan Debt and for any use of Term Loan Cash Collateral or Term Loan DIP Financing and that any Lien or claim on such additional collateral securing the applicable ABL Debt shall be subordinated to the Lien on such collateral securing the Term Loan Debt and any such use of Term Loan Cash Collateral or Term Loan DIP Financing (and all obligations relating thereto) and to any other Liens granted to the Term Loan Secured Parties as adequate protection on the same basis as the other Liens on Term Loan Priority Collateral securing the ABL Debt are so subordinated to the Liens on Term Loan Priority Collateral securing the Term Loan Debt under this Agreement; and

(v) except as otherwise expressly set forth in Section 6.2 or in connection with the exercise of remedies with respect to the ABL Priority Collateral, nothing herein shall limit the rights of the Term Loan Agent or the other Term Loan Secured Parties from seeking adequate protection with respect to their rights in the Term Loan Priority Collateral in any Insolvency Proceeding (including adequate protection in the form of a cash payment, periodic cash payments or otherwise). Except as otherwise expressly set forth in Section 6.2 or in connection with the exercise of remedies with respect to the Term Loan Priority Collateral, nothing herein shall limit the rights of the ABL Agent or the other ABL Secured Parties from seeking adequate protection with respect to their rights in the ABL Priority Collateral in any Insolvency Proceeding (including adequate protection in the form of a cash payment, periodic cash payments or otherwise).

(d) Except as otherwise provided in this Section 6.4, (i) no ABL Secured Party may seek or assert any right it may have for adequate protection of its interest in the Term Loan Priority Collateral without the prior written consent of the Term Loan Secured Parties, and (ii) no Term Loan Secured Party may seek or assert any right it may have for adequate protection of its interest in the ABL Priority Collateral without the written consent of the ABL Secured Parties.

6.5 Reorganization Securities. If, in any Insolvency Proceeding, debt obligations of any reorganized Grantor secured by Liens upon any property of such reorganized Grantor are distributed, pursuant to a plan of reorganization, on account of both the ABL Debt and the Term Loan Debt, then, to the extent the debt obligations distributed on account of the ABL Debt and on account of the Term Loan Debt are secured by Liens upon the same assets or property, the provisions of this Agreement will survive the distribution of such debt obligations pursuant to such plan and will apply with like effect to the Liens securing such debt obligations.

6.6 Separate Grants of Security and Separate Classes. Each of the parties hereto irrevocably acknowledges and agrees that (a) the claims and interests of the ABL Secured Parties and the Term Loan Secured Parties are not "substantially similar" within the meaning of Section 1122 of the Bankruptcy Code, or any comparable provision of any other Bankruptcy Law, (b) the grants of the Liens to secure the ABL Debt and the grants of the Liens to secure the Term Loan Debt constitute two separate and distinct grants of Liens, (c) the ABL Secured Parties' rights in the Collateral are fundamentally different from the Term Loan Secured Parties' rights in the Collateral and the Term Loan Secured Parties' rights in the Collateral are fundamentally

different from the ABL Secured Parties' rights in the Collateral and (d) as a result of the foregoing, among other things, the ABL Debt and the Term Loan Debt must be separately classified in any plan of reorganization proposed or adopted in any Insolvency Proceeding.

6.7 Asset Dispositions.

(a) Until the Discharge of ABL Debt has occurred, the Term Loan Agent, for itself and on behalf of the other Term Loan Secured Parties, agrees that, in the event of any Insolvency Proceeding, the Term Loan Secured Parties will not object or oppose (or support any Person in objecting or opposing) a motion for any Disposition of any ABL Priority Collateral free and clear of the Liens of Term Loan Agent and the other Term Loan Secured Parties or other claims under Sections 363, 365 or 1129 of the Bankruptcy Code, or any comparable provision of any Bankruptcy Law (and including any motion for bid procedures or other procedures related to the Disposition that is the subject of such motion), and shall be deemed to have consented to any such Disposition of any ABL Priority Collateral under Section 363(f) of the Bankruptcy Code or any comparable provision of other Bankruptcy Law that has been consented to by the ABL Agent; provided, that the junior Lien of Term Loan Agent shall remain in place with respect to any proceeds of any such Disposition that are not applied to the repayment of ABL Debt.

(b) Until the Discharge of Term Loan Debt has occurred, the ABL Agent, for itself and on behalf of the other ABL Secured Parties, agrees that, in the event of any Insolvency Proceeding, the ABL Secured Parties will not object or oppose (or support any Person in objecting or opposing) a motion to any Disposition of any Term Loan Priority Collateral free and clear of the Liens of ABL Agent and the other ABL Secured Parties or other claims under Sections 363, 365 or 1129 of the Bankruptcy Code, or any comparable provision of any Bankruptcy Law (and including any motion for bid procedures or other procedures related to the Disposition that is the subject of such motion), and shall be deemed to have consented to any such Disposition of any Term Loan Priority Collateral under Section 363(f) of the Bankruptcy Code or any comparable provision of any other Bankruptcy Law that has been consented to by the Term Loan Agent; provided, that the junior Lien of ABL Agent shall remain in place with respect to any proceeds of any such Disposition that are not applied to the repayment of Term Loan Debt.

(c) The Term Loan Secured Parties agree that the ABL Secured Parties shall have the right to credit bid under Section 363(k) of the Bankruptcy Code or otherwise under any applicable Bankruptcy Law with respect to any Disposition of the ABL Priority Collateral and the ABL Secured Parties agree that the Term Loan Secured Parties shall have the right to credit bid under Section 363(k) of the Bankruptcy Code or otherwise under any applicable Bankruptcy Law with respect to any Disposition of the Term Loan Priority Collateral; provided, that, the Secured Parties shall not be deemed to have agreed to any credit bid by other Secured Parties in connection with the Disposition of Collateral including both Term Loan Priority Collateral and ABL Priority Collateral. The Term Loan Agent, for itself and on behalf of the other Term Loan Secured Parties, agrees that, so long as the Discharge of ABL Debt has not occurred, no Term Loan Secured Party shall, without the prior written consent of the ABL Agent, credit bid under Section 363(k) of the Bankruptcy Code or otherwise under any applicable Bankruptcy Law with respect to the ABL Priority Collateral. The ABL Agent, for itself and on behalf of the other ABL Secured Parties, agrees that, so long as the Discharge of Term Loan Debt has not occurred,

no ABL Secured Party shall, without the prior written consent of the Term Loan Agent, credit bid under Section 363(k) of the Bankruptcy Code or otherwise under any applicable Bankruptcy Law with respect to the Term Loan Priority Collateral.

6.8 Certain Waivers as to Section 1111(b)(2) of Bankruptcy Code. Term Loan Agent, for itself and on behalf of the other Term Loan Secured Parties, waives any claim any Term Loan Secured Party may hereafter have against any ABL Secured Party arising out of the election by any ABL Secured Party of the application of Section 1111(b)(2) of the Bankruptcy Code, or any comparable provision of any other Bankruptcy Law. ABL Agent, for itself and on behalf of the other ABL Secured Parties, waives any claim any ABL Secured Party may hereafter have against any Term Loan Secured Party arising out of the election by any Term Loan Secured Party of the application of Section 1111(b)(2) of the Bankruptcy Code or any comparable provision of any other Bankruptcy Law.

6.9 Avoidance Issues. If any ABL Secured Party is required in any Insolvency Proceeding or otherwise to turn over or otherwise pay to the estate of any Grantor or any other person any amount (a "Recovery"), then the ABL Debt shall be reinstated to the extent of such Recovery and the ABL Secured Parties shall be entitled to a Discharge of ABL Debt with respect to all such recovered amounts. If any Term Loan Secured Party is required in any Insolvency Proceeding or otherwise to turn over or otherwise pay to the estate of any Grantor or any other person any Recovery, then the Term Loan Debt shall be reinstated to the extent of such Recovery and the Term Loan Secured Parties shall be entitled to a Discharge of Term Loan Debt with respect to all such recovered amounts. If this Agreement shall have been terminated prior to any Recovery, this Agreement shall be reinstated in full force and effect, and such prior termination shall not diminish, release, discharge, impair or otherwise affect the obligations of the parties hereto from such date of reinstatement.

6.10 Other Bankruptcy Laws. In the event that an Insolvency Proceeding is filed in a jurisdiction other than the United States or is governed by any Bankruptcy Law other than the Bankruptcy Code, each reference in this Agreement to a section of the Bankruptcy Code shall be deemed to refer to the substantially similar or corresponding provision of the Bankruptcy Law applicable to such Insolvency Proceeding, or, in the absence of any specific similar or corresponding provision of Bankruptcy Law, such other general Bankruptcy Law as may be applied in order to achieve substantially the same result as would be achieved under each applicable section of the Bankruptcy Code.

6.11 Post-Petition Claims. Neither the ABL Agent nor any other ABL Secured Party shall oppose or seek to challenge any claim by the Term Loan Agent or any other Term Loan Secured Party for allowance in any Insolvency Proceeding of Term Loan Debt consisting of post-petition interest, fees, costs, charges or expenses to the extent of the value of any Term Loan Secured Party's Lien. Neither the Term Loan Agent nor any other Term Loan Secured Party shall oppose or seek to challenge any claim by the ABL Agent or any other ABL Secured Party for allowance in any Insolvency Proceeding of ABL Debt consisting of post-petition interest, fees, costs, charges or expenses to the extent of the value of any ABL Secured Party's Lien.

Section 7. **Term Loan Lenders' Purchase Option**

7.1 Exercise of Option. On or after the occurrence and during the continuance of an ABL Event of Default and the acceleration of all of the ABL Debt or the commencement of an Insolvency Proceeding as to Grantors (each a "Term Loan Purchase Event"), one or more of the Term Loan Secured Parties (the "Purchasing Term Loan Secured Parties"), shall have the option, subject to Section 7.2, for a period of ten (10) Business Days after a Term Loan Purchase Event to purchase all (but not less than all) of the ABL Debt from the ABL Secured Parties. Notice of the exercise of such option shall be sent by Term Loan Agent to ABL Agent within such ten (10) Business Day period and shall be irrevocable. The obligations of ABL Secured Parties hereunder to sell the ABL Debt owing to them are several and not joint and several. Each Grantor irrevocably consents to such sale.

7.2 Pro Rata Offer. The Term Loan Secured Parties agree, solely as among themselves, that upon the occurrence of any Term Loan Purchase Event, the Term Loan Agent shall send a notice to all Term Loan Secured Parties giving each Term Loan Secured Party the option to purchase at least its pro rata share (calculated based on the aggregate Term Loan Debt) of the ABL Debt. No Term Loan Secured Party shall be required to participate in any purchase offer hereunder, and a purchase offer may be made by any or all of the Term Loan Secured Parties, subject to the requirements of the preceding sentence. The provisions of this Section 7.2 are intended solely for the benefit of the Term Loan Secured Parties and may be modified, amended or waived by them without the approval of any Grantor, any ABL Secured Party, or otherwise.

7.3 Purchase and Sale. On the date specified by Term Loan Agent in such notice (which shall not be less than five (5) Business Days, nor more than ten (10) Business Days, after the receipt by ABL Agent of the notice from Term Loan Agent of the election of the Term Loan Secured Parties to exercise such option), ABL Secured Parties shall, subject to any required approval of any court or other regulatory or governmental authority then in effect, if any, sell to such of the Purchasing Term Loan Secured Parties as are specified in the notice from Term Loan Agent of the election of the Term Loan Secured Parties to exercise such option, and such Purchasing Term Loan Secured Parties shall purchase from ABL Secured Parties, all of the ABL Debt. Notwithstanding anything to the contrary contained herein, in connection with any such purchase and sale, ABL Secured Parties shall retain all rights under the ABL Documents to be indemnified or held harmless by Grantors in accordance with the terms thereof. In connection with any such purchase and sale, each ABL Secured Party and each Purchasing Term Loan Secured Party shall execute and deliver an assignment and acceptance agreement, in form reasonably acceptable to all parties thereto (but with respect to representations and warranties therein, subject to the provisions of Section 7.5), pursuant to which, among other things, each ABL Lender shall assign to the Purchasing Term Loan Secured Parties such ABL Lender's pro rata share of the commitments and ABL Debt. Upon the consummation of such purchase and sale, ABL Agent shall resign as the "Agent" under the ABL Documents and upon the written request of Term Loan Agent, and at the expense of the Purchasing Term Loan Secured Parties, shall execute and deliver all such documents and instruments reasonably requested by Term Loan Agent and/or Purchasing Term Loan Secured Parties to assign and transfer any Collateral, together with any and all rights under deposit account control agreements and collateral access agreements related to Collateral, to the applicable successor Agent under the ABL Documents.

7.4 Payment of Purchase Price.

(a) Upon the date of such purchase and sale, the Purchasing Term Loan Secured Parties shall (i) pay to ABL Agent for the account of the ABL Secured Parties as the purchase price therefor the full amount of all of the ABL Debt then outstanding and unpaid (including principal and interest) and (ii) furnish cash collateral to ABL Agent in such amounts as are required by the ABL Documents in connection with any issued and outstanding letters of credit, banker's acceptances or similar or related instruments issued under the ABL Documents (but not in any event in an amount greater than one hundred five percent (105%) of the aggregate undrawn face amount of such letters of credit, banker's acceptances and similar or related instruments, ABL Hedge Obligations, ABL Bank Product Obligations (or at the option of the ABL Secured Party to whom such ABL Hedge Obligations or ABL Bank Product Obligations are owing, terminate the applicable Hedging Agreements or cash management or other arrangements and make all payments pursuant thereto, as applicable), and in respect of indemnification obligations of Grantors under the ABL Documents as to matters or circumstances known to ABL Secured Parties and disclosed in writing to Term Loan Agent (unless such disclosure is not permitted under applicable law) at the time of the purchase and sale which would reasonably be expected to result in any loss, cost, damage or expense (including reasonable attorneys' fees and legal expenses) to ABL Secured Parties.

(b) Such purchase price and cash collateral shall be remitted by wire transfer in federal funds to such bank account of ABL Agent as ABL Agent may designate in writing to Term Loan Agent for such purpose. Interest shall be calculated to but excluding the Business Day on which such purchase and sale shall occur if the amounts so paid by the Purchasing Term Loan Secured Parties to the bank account designated by ABL Agent are received in such bank account prior to 12:00 noon, New York City time and interest shall be calculated to and including such Business Day if the amounts so paid by the Purchasing Term Loan Secured Parties to the bank account designated by ABL Agent are received in such bank account later than 12:00 noon, New York City time.

7.5 Representations Upon Purchase and Sale. Such purchase and sale shall be expressly made without representation or warranty of any kind by ABL Agent or any other ABL Secured Party as to the ABL Debt or otherwise and without recourse to the ABL Secured Parties; except, that, each ABL Secured Party that is transferring such ABL Debt shall represent and warrant, severally as to it: (a) the amount of the ABL Debt being purchased from it is as reflected in the books and records of such ABL Secured Party (but without representation or warranty as to the collectability, validity or enforceability thereof), (b) that such ABL Secured Party owns the ABL Debt being sold by it free and clear of any liens or encumbrances and (c) such ABL Secured Party has the right to assign the ABL Debt being sold by it and the assignment is duly authorized.

7.6 Notice from ABL Agent Prior to Enforcement Action. In the absence of Exigent Circumstances, ABL Agent, for itself and on behalf of the ABL Secured Parties, agrees that it will give Term Loan Agent five (5) Business Days' prior written notice of its intention to commence any foreclosure or other action to sell or otherwise realize upon the ABL Priority Collateral. In the event that during such five (5) Business Day period, Term Loan Agent shall send to ABL Agent the irrevocable notice of the Term Loan Secured Parties' intention to exercise the purchase option given by the ABL Secured Parties to the Term Loan Secured Parties under this Section 7, the ABL Secured Parties shall not commence any foreclosure or other

action to sell or otherwise realize upon the Collateral, provided, that, the purchase and sale with respect to the ABL Debt provided for herein shall have closed within five (5) Business Days after the receipt by ABL Agent of the irrevocable notice from Term Loan Agent.

Section 8. **ABL Lenders' Purchase Option**

8.1 Exercise of Option On or after the occurrence and during the continuance of a Term Loan Event of Default and the acceleration of all of the Term Loan Debt or the commencement of an Insolvency Proceeding as to Grantors (each a "ABL Purchase Event"), one or more of the ABL Secured Parties (the "Purchasing ABL Secured Parties") shall have the option, subject to Section 8.2, for a period of ten (10) Business Days after an ABL Purchase Event to purchase all (but not less than all) of the Term Loan Debt from the Term Loan Secured Parties. Notice of the exercise of such option shall be sent by ABL Agent to Term Loan Agent within such ten (10) Business Day period and shall be irrevocable. The obligations of Term Loan Secured Parties hereunder to sell the Term Loan Debt owing to them are several and not joint and several. Each Grantor irrevocably consents to such sale.

8.2 Pro Rata Offer. The ABL Secured Parties agree, solely as among themselves, that upon the occurrence of any ABL Purchase Event, the ABL Agent shall send a notice to all ABL Secured Parties giving each ABL Secured Party the option to purchase at least its pro rata share (calculated based on the aggregate ABL Debt) of the Term Loan Debt. No ABL Secured Party shall be required to participate in any purchase offer hereunder, and a purchase offer may be made by any or all of the ABL Secured Parties, subject to the requirements of the preceding sentence. The provisions of this Section 8.2 are intended solely for the benefit of the ABL Secured Parties and may be modified, amended or waived by them without the approval of any Grantor, any Term Loan Secured Party, or otherwise.

8.3 Purchase and Sale. On the date specified by ABL Agent in such notice (which shall not be less than five (5) Business Days, nor more than ten (10) Business Days, after the receipt by Term Loan Agent of the notice from ABL Agent of the election of the ABL Secured Parties to exercise such option), Term Loan Secured Parties shall, subject to any required approval of any court or other regulatory or governmental authority then in effect, if any, sell to such of the Purchasing ABL Secured Parties as are specified in the notice from ABL Agent of the election of the ABL Secured Parties to exercise such option, and such Purchasing ABL Secured Parties shall purchase from Term Loan Secured Parties, all of the Term Loan Debt. Notwithstanding anything to the contrary contained herein, in connection with any such purchase and sale, Term Loan Secured Parties shall retain all rights under the Term Loan Documents to be indemnified or held harmless by Grantors in accordance with the terms thereof. In connection with any such purchase and sale, each Term Loan Secured Party and each Purchasing ABL Secured Party shall execute and deliver an assignment and acceptance agreement, in form reasonably acceptable to all parties thereto (but with respect to representations and warranties therein, subject to the provisions of Section 8.5), pursuant to which, among other things, each Term Loan Lender shall assign to the Purchasing ABL Secured Parties such Term Loan Lender's pro rata share of the commitments and Term Loan Debt. Upon the consummation of such purchase and sale, Term Loan Agent shall resign as the "Collateral Agent" and Administrative Agent under the Term Loan Documents and upon the written request of ABL Agent, and at the expense of the Purchasing ABL Secured Parties, shall execute and deliver all such documents

and instruments reasonably requested by ABL Agent and/or Purchasing ABL Secured Parties to assign and transfer any Collateral, together with any and all rights under deposit account control agreements and collateral access agreements related to Collateral, to the applicable successor Agent under the Term Loan Documents.

8.4 Payment of Purchase Price.

(a) Upon the date of such purchase and sale, the Purchasing ABL Secured Parties shall (i) pay to Term Loan Agent for the account of the Term Loan Secured Parties as the purchase price therefor the full amount of all of the Term Loan Debt then outstanding and unpaid (including principal and interest) and (ii) furnish cash collateral to Term Loan Agent in such amounts as are required by the Term Loan Documents in connection with any Term Loan Hedge Obligations, Term Loan Bank Product Obligations (or at the option of the Term Loan Secured Party to whom such Term Loan Hedge Obligations or Term Loan Bank Product Obligations are owing, terminate the applicable Hedging Agreements or cash management or other arrangements and make all payments pursuant thereto, as applicable), and in respect of indemnification obligations of Grantors under the Term Loan Documents as to matters or circumstances known to Term Loan Secured Parties and disclosed in writing to ABL Agent (unless such disclosure is not permitted under applicable law) at the time of the purchase and sale which would reasonably be expected to result in any loss, cost, damage or expense (including reasonable attorneys' fees and legal expenses) to Term Loan Secured Parties.

(b) Such purchase price and cash collateral shall be remitted by wire transfer in federal funds to such bank account of Term Loan Agent as Term Loan Agent may designate in writing to ABL Agent for such purpose. Interest shall be calculated to but excluding the Business Day on which such purchase and sale shall occur if the amounts so paid by the Purchasing ABL Secured Parties to the bank account designated by Term Loan Agent are received in such bank account prior to 12:00 noon, New York City time and interest shall be calculated to and including such Business Day if the amounts so paid by the Purchasing ABL Secured Parties to the bank account designated by Term Loan Agent are received in such bank account later than 12:00 noon, New York City time.

8.5 Representations Upon Purchase and Sale. Such purchase and sale shall be expressly made without representation or warranty of any kind by Term Loan Agent or any Term Loan Secured Party as to the Term Loan Debt or otherwise and without recourse to the Term Loan Secured Parties; except, that, each Term Loan Secured Party that is transferring such Term Loan Debt shall represent and warrant, severally as to it: (a) the amount of the Term Loan Debt being purchased from it is as reflected in the books and records of such Term Loan Secured Party (but without representation or warranty as to the collectability, validity or enforceability thereof), (b) that such Term Loan Secured Party owns the Term Loan Debt being sold by it free and clear of any liens or encumbrances and (c) such Term Loan Secured Party has the right to assign the Term Loan Debt being sold by it and the assignment is duly authorized.

8.6 Notice from ABL Agent Prior to Enforcement Action. In the absence of Exigent Circumstances, Term Loan Agent, for itself and on behalf of the Term Loan Secured Parties, agrees that it will give ABL Agent five (5) Business Days' prior written notice of its intention to commence any foreclosure or other action to sell or otherwise realize upon the Term Loan

Priority Collateral. In the event that during such five (5) Business Day period, ABL Agent shall send to Term Loan Agent the irrevocable notice of the ABL Secured Parties' intention to exercise the purchase option given by the Term Loan Secured Parties to the ABL Secured Parties under this Section 8, the Term Loan Secured Parties shall not commence any foreclosure or other action to sell or otherwise realize upon the Collateral, provided, that, the purchase and sale with respect to the Term Loan Debt provided for herein shall have closed within five (5) Business Days after the receipt by Term Loan Agent of the irrevocable notice from ABL Agent.

Section 9. **Access and Use of Term Loan Priority Collateral**

9.1 Access and Use Rights of ABL Agent.

(a) In the event that Term Loan Agent shall acquire control or possession of any of the Term Loan Priority Collateral or shall, through the exercise of remedies under the Term Loan Documents or otherwise, sell any of the Term Loan Priority Collateral to any third party (a "Third Party Purchaser"), Term Loan Agent shall permit ABL Agent (and require as a condition of such sale to the Third Party Purchaser that the Third Party Purchaser agree to permit the ABL Agent), at ABL Agent's option and in accordance with applicable law and subject to the rights of any landlords under any real property leases, and at the expense of the ABL Secured Parties: (i) to enter and use any or all of the Term Loan Priority Collateral under such control or possession (or sold to a Third Party Purchaser) consisting of real property and the improvements, structures, buildings thereon and all related rights during normal business hours in order to inspect, remove or take any action with respect to the ABL Priority Collateral or to enforce ABL Agent's rights with respect thereto, including, but not limited to, the examination and removal of ABL Priority Collateral and the examination and duplication of the books and records of any Grantor related to the ABL Priority Collateral, or to otherwise handle, deliver, ship, transport, deal with or dispose of any ABL Priority Collateral, such right to include, without limiting the generality of the foregoing, the right to conduct one or more public or private sales or auctions thereon and (ii) use any of the Term Loan Priority Collateral under such control or possession (or sold to a Third Party Purchaser) consisting of equipment (including computers or other data processing equipment related to the storage or processing of records, documents or files pertaining to the ABL Priority Collateral) and intellectual property to handle, deal with or dispose of any ABL Priority Collateral pursuant to the rights of ABL Agent and the other ABL Secured Parties as set forth in the ABL Documents, the UCC of any applicable jurisdiction and other applicable law. In furtherance of the foregoing in this clause (a) but subject to the terms of clause (b) below, the Term Loan Agent hereby grants to the ABL Agent (and the Term Loan Agent shall require as a condition of the sale to any Third Party Purchaser of any of the Term Loan Priority Collateral consisting of intellectual property that such Third Party Purchaser grant to the ABL Agent), a nonexclusive, irrevocable, royalty-free, worldwide license to use, license or sublicense any and all such intellectual property except to the extent such grant is prohibited by any rule of law, statute or regulation (and including in such license access to all media in which any of the licensed terms may be recorded or stored and to all computer software and programs used for the compilation or printout thereof) as is or may be necessary or advisable in the ABL Agent's reasonable judgment for the ABL Agent to realize upon the ABL Priority Collateral.

(b) The rights of ABL Agent set forth in clause (a) above as to the Term Loan Priority Collateral shall be irrevocable and without charge and shall continue at ABL Agent's

option for a period of one hundred eighty (180) days as to any such Term Loan Priority Collateral from the earlier of (i) the date on which Term Loan Agent has notified ABL Agent that Term Loan Agent has acquired possession or control of such Term Loan Priority Collateral and (ii) the date of commencement by the ABL Agent of enforcement actions against the ABL Priority Collateral using such Term Loan Priority Collateral. The time periods set forth herein shall be tolled during the pendency of any proceeding of a Grantor under the Bankruptcy Code or any other Bankruptcy Law or other Insolvency Proceedings if and for so long as ABL Agent is effectively stayed from enforcing its rights against the ABL Priority Collateral. In no event shall Term Loan Agent or any of the Term Loan Secured Parties take any action to interfere, limit or restrict the rights of ABL Agent set forth above or the exercise of such rights by ABL Agent pursuant to this Section 9.1 prior to the expiration of such periods. The one hundred eighty (180) day period described above, as it may be extended as provided for above, is referred to herein as the "Access Period".

(c) Nothing contained in this Agreement shall restrict the Disposition by Term Loan Agent of any Term Loan Priority Collateral prior to the expiration of the Access Period, subject to the provisions above regarding a Third Party Purchaser.

9.2 Responsibilities of ABL Secured Parties. The ABL Agent shall repair at its expense any physical damage to any Term Loan Priority Collateral used by ABL Agent as a direct result of the actions of the ABL Agent (or its representatives) in exercising its access and use rights as provided in Section 9.1 above (but shall not be responsible for any diminution in value of the Term Loan Priority Collateral resulting from the ABL Agent so dealing with any ABL Priority Collateral so long as the ABL Agent and the other ABL Secured Parties leave the Term Loan Priority Collateral in substantially the same condition as it was prior to their actions with respect to the ABL Priority Collateral, except for ordinary wear and tear resulting from the actions of the ABL Agent and the other ABL Secured Parties contemplated by, and for the time periods specified under, Section 9.1). The ABL Agent and the other ABL Secured Parties shall indemnify and hold harmless the Term Loan Agent and the other Term Loan Secured Parties from any claim, loss, damage, cost or liability arising from any claim by a third party against Term Loan Agent and the other Term Loan Secured Parties as a direct result of any action by ABL Agent (or its representatives). The Term Loan Agent shall not have any responsibility or liability for the acts or omissions of ABL Agent or any of the other ABL Secured Parties, and ABL Agent and the other ABL Secured Parties shall not have any responsibility or liability for the acts or omissions of Term Loan Agent, in each case arising in connection with such other Person's use and/or occupancy of any of the Term Loan Priority Collateral. If the ABL Agent conducts a public auction or private sale of the ABL Priority Collateral at any of the real property constituting Term Loan Priority Collateral, the ABL Agent shall provide the Term Loan Agent with reasonable advance notice and use reasonable efforts to hold such auction or sale in a manner that would not unduly disrupt the Term Loan Agent's use of such real property. Without limiting the rights granted herein, to the extent such rights have been exercised under this Agreement, the ABL Agent and the other ABL Secured Parties shall reasonably cooperate with the Term Loan Agent and the other Term Loan Secured Parties in connection with any Disposition efforts made by the Term Loan Secured Parties with respect to the Term Loan Priority Collateral.

9.3 Grantor Consent. The Grantors consent to the performance by the Term Loan Agent of the obligations set forth in Section 9.1 and acknowledge and agree that neither the Term Loan Agent (nor any other Term Loan Secured Party) shall ever by accountable or liable for any action taken or omitted to be taken by the ABL Agent or any other ABL Secured Party or its or any of their officers, employees, agents, successors, assigns or representatives in connection therewith or incidental thereto or in consequence thereof, except to the extent resulting from such Person's own gross negligence or willful misconduct as determined pursuant to a final, non-appealable order of a court of competent jurisdiction.

Section 10. **Reliance; Waivers; Etc.**

10.1 Reliance.

(a) The consent by the ABL Secured Parties to the execution and delivery of the Term Loan Documents and the grant to Term Loan Agent on behalf of the Term Loan Secured Parties of a Lien on the Collateral and all loans and other extensions of credit made or deemed made on and after the date hereof by the ABL Secured Parties to any Grantor shall be deemed to have been given and made in reliance upon this Agreement.

(b) The consent by the Term Loan Secured Parties to the execution and delivery of the ABL Documents and the grant to ABL Agent on behalf of the ABL Secured Parties of a Lien on the Collateral and all loans and other extensions of credit made or deemed made on and after the date hereof by the Term Loan Secured Parties to any Grantor shall be deemed to have been given and made in reliance upon this Agreement.

10.2 No Warranties or Liability.

(a) Term Loan Agent, for itself and on behalf of the other Term Loan Secured Parties, acknowledges and agrees that each of ABL Agent and the other ABL Secured Parties have made no express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectability or enforceability of any of the ABL Documents, the ownership of any Collateral or the perfection or priority of any Liens thereon. Term Loan Agent agrees, for itself and on behalf of the other Term Loan Secured Parties, that the ABL Secured Parties will be entitled to manage and supervise their respective loans and extensions of credit under the ABL Documents in accordance with law and as they may otherwise, in their sole discretion, deem appropriate, and the ABL Secured Parties may manage their loans and extensions of credit without regard to any rights or interests that Term Loan Agent or any of the other Term Loan Secured Parties have in the Collateral or otherwise, except as otherwise provided in this Agreement. Neither ABL Agent nor any of the other ABL Secured Parties shall have any duty to Term Loan Agent or any of the other Term Loan Secured Parties to act or refrain from acting in a manner which allows, or results in, the occurrence or continuance of an event of default or default under any agreements with any Grantor (including the Term Loan Documents), regardless of any knowledge thereof which they may have or with which they may be charged.

(b) ABL Agent, for itself and on behalf of the other ABL Secured Parties, acknowledges and agrees that each of Term Loan Agent and the other Term Loan Secured

Parties have made no express or implied representation or warranty, including with respect to the execution, validity, legality, completeness, collectability or enforceability of any of the Term Loan Documents, the ownership of any Collateral or the perfection or priority of any Liens thereon. ABL Agent agrees, for itself and on behalf of the other ABL Secured Parties, that the Term Loan Secured Parties will be entitled to manage and supervise their respective loans and extensions of credit under the Term Loan Documents in accordance with law and as they may otherwise, in their sole discretion, deem appropriate, and the Term Loan Secured Parties may manage their loans and extensions of credit without regard to any rights or interests that ABL Agent or any of the other ABL Secured Parties have in the Collateral or otherwise, except as otherwise provided in this Agreement. Neither Term Loan Agent nor any of the other Term Loan Secured Parties shall have any duty to ABL Agent or any of the other ABL Secured Parties to act or refrain from acting in a manner which allows, or results in, the occurrence or continuance of an event of default or default under any agreements with any Grantor (including the ABL Documents), regardless of any knowledge thereof which they may have or with which they may be charged.

10.3 No Waiver of Lien Priorities.

(a) No right of ABL Agent or any of the other ABL Secured Parties to enforce any provision of this Agreement or any of the ABL Documents shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of any Grantor or by any act or failure to act by ABL Agent or any other ABL Secured Party, or by any noncompliance by any Person with the terms, provisions and covenants of this Agreement, any of the ABL Documents or any of the Term Loan Documents, regardless of any knowledge thereof which ABL Agent or any of the other ABL Secured Parties may have or be otherwise charged with.

(b) No right of Term Loan Agent or any of the other Term Loan Secured Parties to enforce any provision of this Agreement or any of the Term Loan Documents shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of any Grantor or by any act or failure to act by Term Loan Agent or any other Term Loan Secured Party, or by any noncompliance by any Person with the terms, provisions and covenants of this Agreement, any of the Term Loan Documents or any of the ABL Documents, regardless of any knowledge thereof which Term Loan Agent or any of the other Term Loan Secured Parties may have or be otherwise charged with.

(c) Term Loan Agent agrees not to assert and hereby waives, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or otherwise claim the benefit of, any marshalling, appraisal, valuation or other similar right that may otherwise be available under applicable law with respect to the Collateral or any other similar rights a junior secured creditor may have under applicable law.

(d) ABL Agent agrees not to assert and hereby waives, to the fullest extent permitted by law, any right to demand, request, plead or otherwise assert or otherwise claim the benefit of, any marshalling, appraisal, valuation or other similar right that may otherwise be available under applicable law with respect to the Collateral or any other similar rights a junior secured creditor may have under applicable law.

10.4 Obligations Unconditional. All rights, interests, agreements and obligations of the ABL Agent, the ABL Secured Parties, the Term Loan Agent and the Term Loan Secured Parties hereunder shall remain in full force and effect irrespective of:

(a) any lack of validity or enforceability of any ABL Document or Term Loan Document;

(b) any change in the time, manner or place of payment of, or in any other terms of, all or any of the ABL Debt or Term Loan Debt, or any amendment or waiver or other modification of the terms of any ABL Document or Term Loan Document;

(c) any exchange of any security interest in any Collateral or any other collateral or any amendment, waiver or other modification of all or any of the ABL Debt or Term Loan Debt or any guarantee thereof;

(d) the commencement of any Insolvency Proceeding in respect of any Grantor; or

(e) any other circumstance that otherwise might constitute a defense available to (i) any Grantor (other than the Discharge of ABL Debt or Discharge of Term Loan Debt, as applicable, subject to Sections 6.9 and 11.3) or (ii) a junior lienholder.

10.5 Amendments to ABL Documents. The ABL Documents may be amended, supplemented or otherwise modified in accordance with their terms and the ABL Agreement may be refinanced, in each case, without notice to, or the consent of the Term Loan Agent or the other Term Loan Secured Parties, all without affecting the lien subordination or other provisions set forth in this Agreement (even if any right of subrogation or other right or remedy of Term Loan Agent or any other Term Loan Secured Party is affected, impaired or extinguished thereby); provided, that:

(a) the holders of the ABL Debt as so Refinanced bind themselves in a writing addressed to the Term Loan Agent to the terms of this Agreement, and

(b) without the prior written consent of the Term Loan Agent, any such amendment, supplement, modification or refinancing shall not:

(i) increase the maximum amount of the aggregate commitments under the ABL Agreement to an amount greater than the ABL Cap; or

(ii) shorten the scheduled maturity of the ABL Agreement to a date prior to the scheduled maturity date of the ABL Agreement as in effect on the date hereof;

(iii) add or modify any restriction on payment or prepayment of the Term Loan Debt;

(iv) add any restriction on amendments, waivers or other modifications to the Term Loan Documents;

(v) shorten the weighted average life to maturity of the ABL Debt from the weighted average life to maturity as in effect on the date hereof; or

(vi) contravene the provisions of this Agreement.

10.6 Amendments to Term Loan Documents. The Term Loan Documents may be amended, supplemented or otherwise modified in accordance with their terms and the Term Loan Agreement may be refinanced, in each case, without notice to, or the consent of the ABL Agent or the other ABL Secured Parties, all without affecting the lien subordination or other provisions set forth in the Intercreditor Agreement (even if any right of subrogation or other right or remedy of ABL Agent or any other ABL Secured Party is affected, impaired or extinguished thereby); provided, that,

(a) the holders of the Term Loan Debt as so Refinanced bind themselves in a writing addressed to the ABL Agent to the terms of this Agreement, and

(b) without the prior written consent of the ABL Agent, any such amendment, supplement, modification or refinancing shall not:

(i) increase the sum of the then outstanding aggregate principal amount of the loans under the Term Loan Agreement in excess of the Term Loan Cap;

(ii) shorten the scheduled maturity of the Term Loan Agreement to a date prior to the scheduled maturity date of the Term Loan Agreement as in effect on the date hereof;

(iii) add or modify any restriction on payment or prepayment of the ABL Debt;

(iv) add any restriction on amendments, waivers or other modifications to the ABL Documents;

(v) shorten the weighted average life to maturity of the Term Loan Debt from the weighted average life to maturity as in effect on the date hereof; or

(vi) contravene the provisions of this Agreement.

Section 11. **Miscellaneous**

11.1 Conflicts. In the event of any conflict between the provisions of this Agreement and the provisions of the ABL Documents or the Term Loan Documents, the provisions of this Agreement shall govern.

11.2 Continuing Nature of this Agreement; Severability. This Agreement shall continue to be effective until the first to occur of (a) the Discharge of ABL Debt and the payment in full in cash of the Excess ABL Debt or (b) the Discharge of Term Loan Debt and the payment in full in cash of the Excess Term Loan Debt. This is a continuing agreement of lien subordination and the Secured Parties may continue, at any time and without notice to the other

Secured Parties, to extend credit and other financial accommodations and lend monies to or for the benefit of any Grantor constituting ABL Debt and/or Term Loan Debt (as applicable) in reliance hereof. Each of Term Loan Agent, for itself and on behalf of the Term Loan Secured Parties, and ABL Agent, for itself and on behalf of the ABL Secured Parties, hereby waives any right it may have under applicable law to revoke this Agreement or any of the provisions of this Agreement. The terms of this Agreement shall survive, and shall continue in full force and effect, in any Insolvency Proceeding. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.3 Refinancing.

(a) Refinancing Permitted. Without prejudice to any rights of the Secured Parties under the ABL Documents and Term Loan Documents, as applicable and subject to the provisions of Section 10.5 and 10.6, the ABL Debt and/or Term Loan Debt may be refinanced in whole or in part if the holders of such indebtedness, or a duly authorized agent on their behalf, agree in writing to be bound by the terms of this Agreement. ABL Agent, for itself and on behalf of the ABL Secured Parties, and Term Loan Agent, for itself and on behalf of the Term Loan Secured Parties, agree, in connection with any refinancing of the ABL Debt and/or the Term Loan Debt, promptly to enter into such documents and agreements (including amendments or supplements to this Agreement) as Grantors may reasonably request to reflect such refinancing; provided, that, the rights and powers of the Secured Parties contemplated hereby shall not be affected thereby.

(b) Effect of Refinancing.

(i) If substantially contemporaneously with the Discharge of ABL Debt, Grantors refinance in full the indebtedness outstanding under the ABL Documents in accordance with the provisions of Section 11.3(a), then after written notice to Term Loan Agent, (A) the indebtedness and other obligations arising pursuant to such refinancing of the then outstanding indebtedness under the ABL Documents shall automatically be treated as ABL Debt for all purposes of this Agreement, including for purposes of the Lien priorities and rights in respect of Collateral set forth herein, (B) the credit agreement and the other loan documents evidencing such new indebtedness shall automatically be treated as the ABL Agreement and the ABL Documents for all purposes of this Agreement and (C) the agent under the new ABL Agreement shall be deemed to be ABL Agent for all purposes of this Agreement. Upon receipt of notice of such refinancing (including the identity of the new ABL Agent), Term Loan Agent shall promptly enter into such documents and agreements (including amendments or supplements to this Agreement) as Grantors or the new ABL Agent may reasonably request in order to provide to the new ABL Agent the rights of ABL Agent contemplated hereby.

(ii) If substantially contemporaneously with the Discharge of Term Loan Debt, Grantors refinance in full the indebtedness outstanding under the Term Loan Documents in accordance with the provisions of Section 11.3(a), then after written notice to ABL Agent, (A) the indebtedness and other obligations arising pursuant to such refinancing of the then outstanding indebtedness under the Term Loan Documents shall automatically be

treated as Term Loan Debt for all purposes of this Agreement, including for purposes of the Lien priorities and rights in respect of Collateral set forth herein, (B) the credit agreement and the other loan documents evidencing such new indebtedness shall automatically be treated as the Term Loan Agreement and the Term Loan Documents for all purposes of this Agreement and (C) the agent under the new Term Loan Agreement shall be deemed to be Term Loan Agent for all purposes of this Agreement. Upon receipt of notice of such refinancing (including the identity of the new Term Loan Agent), ABL Agent shall promptly enter into such documents and agreements (including amendments or supplements to this Agreement) as Grantors or the new Term Loan Agent may reasonably request in order to provide to the new Term Loan Agent the rights of Term Loan Agent contemplated hereby.

11.4 Amendments; Waivers.

(a) No amendment or modification of any of the provisions of this Agreement by Term Loan Agent or ABL Agent shall be deemed to be made unless the same shall be in writing signed on behalf of both of the Term Loan Agent and the ABL Agent (as directed pursuant to the applicable Term Loan Documents or ABL Documents, as the case may be). No waiver of any of the provisions of this Agreement shall be deemed to be made unless the same shall be in writing signed by the party making the same or its authorized agent and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the parties making such waiver or the obligations of the other parties to such party in any other respect or at any other time. The Grantors shall not have any right to consent to or approve any amendment, modification or waiver of any provision of this Agreement except to the extent their rights or obligations are directly adversely affected.

(b) ABL Agent and Term Agent, without the consent of any other ABL Secured party or Term Loan Secured Party, may determine that a supplemental agreement (which may take the form of an amendment or an amendment and restatement of this Agreement) is necessary or appropriate to facilitate having additional indebtedness or other obligations of any of the Grantors become Term Loan Debt under this Agreement (such indebtedness or other obligations," Additional Term Debt"); provided that (i) such Additional Term Debt and the Liens securing such Additional Term Debt are permitted under the ABL Credit Agreement and the Term Loan Agreement, (ii) the Liens securing such Additional Debt shall in no event have any higher priority or have any greater rights than the Liens securing the Term Loan Debt have in relation to the Liens securing the ABL Debt as of the date hereof and (iii) such supplemental agreement may contain additional intercreditor terms applicable solely to the holders of such Additional Term Debt, subject to the terms of clause (ii) above. ABL Agent and Term Agent shall, upon the request of Term Agent or Grantors, execute and deliver such supplemental agreement reasonably acceptable to Grantors, ABL Agent and Term Agent and consistent with the Terms of this Agreement in order to give effect to the matters described in this clause (b) above.

11.5 Subrogation.

(a) Term Loan Agent, for itself and on behalf of the Term Loan Secured Parties, hereby waives any rights of subrogation it may acquire as a result of any payment hereunder until the Discharge of ABL Debt has occurred.

(b) ABL Agent, for itself and on behalf of the ABL Secured Parties, hereby waives any rights of subrogation it may acquire as a result of any payment hereunder until the Discharge of Term Loan Debt has occurred.

11.6 Notices.All notices to the Term Loan Secured Parties and the ABL Secured Parties permitted or required under this Agreement may be sent to Term Loan Agent and ABL Agent, respectively. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, electronically mailed or sent by courier service, facsimile or other electronic transmission or U.S. mail and shall be deemed to have been given when delivered in person or by courier service, upon receipt of a facsimile or other electronic transmission or four (4) Business Days after deposit in the U.S. mail (registered or certified, with postage prepaid and properly addressed). For the purposes hereof, the addresses of the parties hereto shall be as set forth below, or, as to each party, at such other address as may be designated by such party in a written notice to all of the other parties.

ABL Agent:	Royal Bank of Canada 20 King Street West, 4th Floor Toronto, Ontario Canada MSH 1C4 Attn: Rodica Dutka Fax No.: (416) 842-3901 Email: rodica.dutka@rbccm.com
with a copy to	Otterbourg P.C. 230 Park Avenue New York, New York 10169 Attention: Michael Barocas Fax No.: (212) 682-6104 Email: mbarocas@otterbourg.com

Term Loan Agent:

Credit Suisse AG
Eleven Madison Avenue
23rd Floor, New York, NY 10010
Attention of: Sean Portrait – Agency Manager
Fax No. (212) 322 2291
Email: agency.loanops@credit-suisse.com

with a copy to:

Credit Suisse AG
Eleven Madison Avenue
23rd Floor, New York, NY 10010
Attention of Loan Operations – Boutique Management
Fax No. (212) 325 8315
Email: ops-collateral@credit-suisse.com

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

11.7 Further Assurances.

(a) Term Loan Agent agrees that it shall, for itself and on behalf of the Term Loan Secured Parties, take such further action and shall execute and deliver to ABL Agent such additional documents and instruments (in recordable form, if requested) as ABL Agent may reasonably request to effectuate the terms of and the lien priorities contemplated by this Agreement.

(b) ABL Agent agrees that it shall, for itself and on behalf of the ABL Secured Parties, take such further action and shall execute and deliver to Term Loan Agent such additional documents and instruments (in recordable form, if requested) as Term Loan Agent may reasonably request to effectuate the terms of and the lien priorities contemplated by this Agreement.

11.8 Consent to Jurisdiction; Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK IN NEW YORK COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF

NEW YORK AND CONSENT THAT ALL SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL OR BY COURIER SERVICE DIRECTED TO SUCH PARTY AS PROVIDED IN SECTION 11.6 ABOVE FOR SUCH PARTY. THE PARTIES HERETO WAIVE ANY OBJECTION TO ANY ACTION INSTITUTED HEREUNDER BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO THE VENUE OF ANY ACTION INSTITUTED HEREUNDER. EACH OF THE PARTIES HERETO WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT OR ACTION OF ANY PARTY HERETO IN RESPECT THEREOF. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE TERM LOAN AGENT, ANY OTHER TERM LOAN SECURED PARTY, THE ABL AGENT OR ANY OTHER ABL SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST ANY GRANTOR OR ANY OF ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

11.9 Governing Law. The validity, construction and effect of this Agreement shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or any other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York.

11.10 Binding on Successors and Assigns. This Agreement shall be binding upon ABL Agent, the other ABL Secured Parties, Term Loan Agent, the other Term Loan Secured Parties and their respective permitted successors and assigns.

11.11 Specific Performance.

(a) ABL Agent may demand specific performance of this Agreement. Term Loan Agent, for itself and on behalf of the Term Loan Secured Parties, hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense which might be asserted to bar the remedy of specific performance in any action which may be brought by ABL Agent.

(b) Term Loan Agent may demand specific performance of this Agreement. ABL Agent, for itself and on behalf of the ABL Secured Parties, hereby irrevocably waives any defense based on the adequacy of a remedy at law and any other defense which might be asserted to bar the remedy of specific performance in any action which may be brought by Term Loan Agent.

11.12 Section Titles; Time Periods. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of this Agreement.

11.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same document. Delivery of an executed counterpart of a signature page of this Agreement or any document or instrument delivered in connection herewith by facsimile transmission or other electronic transmission (in pdf or tif format) shall be effective as delivery of a manually executed counterpart of this Agreement or such other document or instrument, as applicable.

11.14 Authorization. By its signature, each Person executing this Agreement on behalf of a party hereto represents and warrants to the other parties hereto that it is duly authorized to execute this Agreement.

11.15 No Third Party Beneficiaries. This Agreement and the rights and benefits hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns and shall inure to the benefit of each of the holders of ABL Debt and Term Loan Debt. No other Person shall have or be entitled to assert rights or benefits hereunder.

11.16 Additional Grantors. Promptly upon the written request of ABL Agent or Term Loan Agent, Grantors shall cause each of their Subsidiaries that becomes a Grantor to acknowledge and consent to the terms of this Agreement by causing such Subsidiary to execute and deliver to the parties hereto a Grantor Joinder, substantially in the form of Annex C hereto, pursuant to which such Subsidiary shall agree to be bound by the terms of the attached Acknowledgment and Agreement to the same extent as if it had executed and delivered same as of the date hereof.

[SIGNATURE PAGE FOLLOWS**]**

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

ABL AGENT

ROYAL BANK OF CANADA,
as ABL Agent

By: _____
Name: _____
Title: _____

TERM LOAN AGENT

CREDIT SUISSE AG, as Term Loan Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT AND AGREEMENT

Each of the undersigned hereby acknowledges and agrees to the terms and provisions of the Intercreditor Agreement, dated as of [_____], 2014 (the "Intercreditor Agreement"), between Royal Bank of Canada, in its capacity as administrative and collateral agent for the ABL Secured Parties (in such capacity, the "ABL Agent") and Credit Suisse AG in its capacity as administrative agent and collateral agent for the Term Loan Secured Parties (in such capacity, "Term Loan Agent"), of which this Acknowledgment and Agreement is a part. By its signature below, the undersigned agrees that it will, together with its successors and assigns, be bound by the provisions hereof to the extent they purport to bind any Grantor.

Each of the undersigned agrees that (a) if either the ABL Agent or the Term Loan Agent holds Collateral it does so as gratuitous bailee (under the UCC) for the other and is hereby authorized to and may turn over to such other Secured Party upon request therefor any such Collateral, after all obligations and indebtedness of the undersigned to the bailee Secured Party have been fully paid and performed, or as otherwise provided in the Intercreditor Agreement, and (b) it will execute any and all further documents, agreements and instruments, and take all such further actions, that may be required under any applicable Law, or which any Secured Party may reasonably request, to carry out the terms and conditions of the foregoing Intercreditor Agreement. Each of the undersigned agrees to provide to the Term Loan Agent and the ABL Agent a copy of each Grantor Joinder hereto executed and delivered pursuant to Section 11.16 of the Intercreditor Agreement.

Each of the undersigned acknowledges and agrees that, although it may sign this Acknowledgment and Agreement, it is not a party to the Intercreditor Agreement and does not and will not receive any right, benefit, priority or interest under the Intercreditor Agreement because of the existence of this Acknowledgment and Agreement (other than the right to approve any amendment, modification or waiver of any provision of the Intercreditor Agreement to the extent the rights or obligations of the undersigned are directly adversely affected).

This Acknowledgment and Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same document. Delivery of an executed counterpart of a signature page of this Acknowledgment and Agreement or any document or instrument delivered in connection herewith by facsimile transmission or other electronic transmission (in pdf or tif format) shall be effective as delivery of a manually executed counterpart of this Acknowledgment and Agreement or such other document or instrument, as applicable.

[SIGNATURE PAGE FOLLOWS]

[_____]

By: _____
Name: _____
Title: _____

[_____]

By: _____
Name: _____
Title: _____

Annex A
to
Intercreditor Agreement

ABL Priority Collateral

ABL Priority Collateral means (a) all Collateral now owned or hereafter acquired by any Foreign Grantor and (b) the Collateral now owned or hereafter acquired by any Domestic Grantor which (in the case of this clause (b)) consists of (i) accounts (other than accounts of a Domestic Grantor arising under contracts for sale of Term Loan Priority Collateral), (ii) inventory, (iii) chattel paper, (iv) deposit accounts and, only to the extent of any cash or cash equivalents on deposit therein, securities accounts (and all cash, checks and other negotiable instruments, funds and other evidences of payment held therein, but not any identifiable proceeds of Term Loan Priority Collateral), (v) to the extent evidencing, governing, securing or otherwise relating to any of the foregoing, all general intangibles (including payment intangibles, but excluding Intellectual Property), instruments, commercial tort claims, supporting obligations (including letter of credit rights), books, records, documents (including databases, customer lists and other records, whether tangible or electronic, which contain any information relating to any of the foregoing) and (vi) all proceeds and products of any or all of the foregoing in whatever form received, including proceeds of business interruption insurance; provided that, notwithstanding anything to the contrary contained in this paragraph, in no event shall any of the ABL Priority Collateral include any Excluded Assets.

Extraordinary receipts solely to the extent constituting proceeds of judgments relating to any of the ABL Priority Collateral, insurance proceeds and condemnation awards in respect of any ABL Priority Collateral, indemnity payments in respect of any ABL Priority Collateral and purchase price adjustments in connection with any ABL Priority Collateral shall constitute ABL Priority Collateral; it being understood and agreed that to the extent such receipts constitute proceeds of both ABL Priority Collateral and Term Loan Priority Collateral, only that portion attributable to ABL Priority Collateral shall constitute ABL Priority Collateral. Proceeds of Excluded Assets that would otherwise constitute ABL Priority Collateral shall be deemed to be ABL Priority Collateral.

Annex B
to
Intercreditor Agreement

Term Loan Priority Collateral

Term Loan Priority Collateral means all Collateral (other than the ABL Priority Collateral, including identifiable proceeds of ABL Priority Collateral) now owned or hereafter acquired by any Domestic Grantor, including: (i) all the equity interests of the Company, (ii) all the equity interests held by each Domestic Grantor, (iii) substantially all tangible and intangible assets of each Domestic Grantor, including but not limited to all real property and fixtures now owned or hereafter acquired by any Domestic Grantor, (iv) the Term Loan Priority Collateral Pledged Account, (v) all investment property, documents, general intangibles (including Intellectual Property), equipment, instruments, letter of credit rights, commercial tort claims and other assets not constituting ABL Priority Collateral, (vi) to the extent evidencing, governing, securing or otherwise relating to any of the foregoing, all books and records of the Domestic Grantors and (vii) all proceeds and products of any or all of the foregoing in whatever form received, including proceeds of insurance (other than business interruption insurance) and claims against third parties; provided that, notwithstanding anything to the contrary contained in this paragraph, in no event shall any of the Term Loan Priority Collateral include any ABL Priority Collateral or Excluded Assets.

Extraordinary receipts solely to the extent constituting proceeds of judgments relating to any of the Term Loan Priority Collateral, insurance proceeds and condemnation awards in respect of any Term Loan Priority Collateral, indemnity payments in respect of any Term Loan Priority Collateral and purchase price adjustments in connection with any Term Loan Priority Collateral shall constitute Term Loan Priority Collateral; it being understood and agreed that to the extent such receipts constitute proceeds of both ABL Priority Collateral and Term Loan Priority Collateral, only that portion attributable to Term Loan Priority Collateral shall constitute Term Loan Priority Collateral. Proceeds of Excluded Assets that would otherwise constitute Term Loan Priority Collateral shall be deemed to be Term Loan Priority Collateral.

Annex C
to
Intercreditor Agreement

Form of Grantor Joinder

Reference is made to that certain Intercreditor Agreement, dated as of _____, 2014 (as amended, amended and restated, renewed, extended, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "Intercreditor Agreement"), among Royal Bank of Canada, in its capacity as administrative and collateral agent for the ABL Secured Parties (in such capacity, the "ABL Agent") and Credit Suisse AG, in its capacity as administrative and collateral agent for the Term Loan Secured Parties (in such capacity, "Term Loan Agent"). Capitalized terms used herein without definition shall have the meaning assigned thereto in the Intercreditor Agreement.

This Grantor Joinder, dated as of _____, 20__ (this "Grantor Joinder"), is being delivered pursuant to Section 11.16 of the Intercreditor Agreement.

The undersigned, _____, a _____ (the "Additional Grantor"), hereby agrees to become a party to the Acknowledgment and Agreement attached to the Intercreditor Agreement, as fully as if the Additional Grantor had executed and delivered the Acknowledgment and Agreement attached to the Intercreditor Agreement as of the date thereof.

This Grantor Joinder may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute one contract.

THIS GRANTOR JOINDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW**]**

IN WITNESS WHEREOF, the Additional Grantor has caused this Grantor Joinder to be duly executed by its authorized representative as of the day and year first above written.

[ADDITIONAL GRANTOR**]**

By: _____
Name: _____
Title: _____

Exhibit A
to
Intercreditor Agreement

Subsidiary Borrowers (ABL Facility)

Exhibit B
to
Intercreditor Agreement

Subsidiary and Affiliate Guarantors

Term Loan Facility Guarantors

ABL Facility Guarantors

Annex 4

Terms of New Common Stock

Issuer	Reorganized New Koosharem Corporation, a Delaware Corporation
Interest	shares of common stock representing 100% of the issued and outstanding capital stock in Reorganized New Koosharem Corporation
Par Value	$0.01 per share

Annex 5

New Warrants

NEW KOOSHAREM CORPORATION

and

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC,

as Warrant Agent

WARRANT AGREEMENT

Dated as of May [•], 2014

Warrants to Purchase Common Stock, par value $0.01 per share

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ARTICLE VI
CONCERNING THE WARRANT AGENT

ARTICLE VII
MISCELLANEOUS

WARRANT AGREEMENT

THIS WARRANT AGREEMENT ("Warrant Agreement") dated as of [•], 2014 (the "Effective Date") between NEW KOOSHAREM CORPORATION, a Delaware corporation (the "Company"), and AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC, a New York limited liability company, as Warrant Agent (the "Warrant Agent").

W I T N E S S E T H :

WHEREAS, this Warrant Agreement is being entered into pursuant to and in accordance with that certain Prepackaged Joint Plan of Reorganization for Ablest, Inc., et al., as filed with the United States Bankruptcy Court for the District of Delaware, Chapter 11 Case No. [_____], on April 1, 2014 (the "Plan"), which provides, among other things, that the Company shall issue to the holders of Prepetition Second Lien Loan Claims (as defined in the Plan) Warrants (the "Warrants"), entitling the holders thereof or their registered permitted assigns (collectively, the "Holders") to purchase shares (the "Warrant Shares") of the Company's Common Stock, par value $0.01 per share (the "Common Stock"); and

WHEREAS, the Company has engaged the Warrant Agent to act on behalf of the Company in connection with the issuance, transfer, exchange, and exercise of the Warrant Shares, and in this Warrant Agreement wishes to set forth, among other things, the provisions of the Warrants and the terms and conditions on which they may be issued, transferred, exchanged, exercised and replaced.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the parties hereto agree as follows:

ARTICLE I
ISSUANCE OF WARRANTS AND EXECUTION AND DELIVERY OF GLOBAL WARRANT

Section 1.01 Issuance of Warrants.

(a) Each Warrant shall represent the right, subject to the provisions contained herein and therein, to purchase one share of the Warrant Shares. The Warrants shall initially entitle the Holders of such Warrants to purchase, in the aggregate, up to [ ] shares of Common Stock, as such amount may be adjusted from time to time pursuant to this Warrant Agreement, upon the exercise of all of the Warrants in accordance with the terms of this Warrant Agreement.

(b) The Warrants shall be issued by book-entry registration on the books and records of the Warrant Agent and shall be evidenced by a global warrant, substantially in the form of Exhibit A hereto (including the Global Warrant Legend (as defined below) thereon) (the "Global Warrant").

(c) The Company initially appoints American Stock Transfer & Trust Company, LLC to act as Depositary with respect to the Global Warrant.

Section 1.02 Execution and Delivery of Global Warrant.

(a) The Global Warrant shall be dated and may have such letters, numbers or other marks of identification or designation and such legends or endorsements printed, lithographed or engraved thereon as the officers of the Company executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of this Warrant Agreement, or as may be required to comply with any law or with any rule or regulation made pursuant thereto. The Global Warrant shall be signed on behalf of the Company by its chief executive officer, president, chief financial officer, any vice president, any assistant vice president, treasurer or any assistant treasurer of the Company, which may but need not be attested by its secretary or one of its assistant secretaries. Such signatures may be manual or facsimile signatures of such authorized officers and may be imprinted or otherwise reproduced on the Global Warrant. From time to time, in accordance with the Warrant Agent's customary practices, the Warrant Agent shall send to each Holder a statement reflecting such Holder's book-entry position in the Warrants and any changes thereto (the "Warrant Statement"). The Global Warrant and the Warrant Statements shall be subject to all of the terms and conditions of the Warrant Agreement, which terms and conditions shall be incorporated therein by reference and made a part thereof. Notwithstanding anything contained herein to the contrary, if any terms or conditions of the Global Warrant or the Warrant Statement shall be found to conflict with any terms or conditions of this Warrant Agreement, this Warrant Agreement shall control.

(b) The Global Warrant shall represent the number of outstanding Warrants from time to time endorsed thereon and that the number of outstanding Warrants represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges, redemptions, exercises and other similar transactions.

(c) No Warrant shall be valid for any purpose, and no Warrant evidenced thereby shall be exercisable, until the Global Warrant has been countersigned by the Warrant Agent by manual or facsimile signature. Such signature by the Warrant Agent upon the Global Warrant executed by the Company shall be conclusive evidence, and the only evidence, that the Global Warrant so countersigned has been duly issued hereunder.

(d) In case any officer of the Company who shall have signed the Global Warrant either manually or by facsimile signature shall cease to be such officer before the Global Warrant so signed shall have been countersigned and delivered by the Warrant Agent as provided herein, such Global Warrant may be countersigned and delivered notwithstanding that the person who signed such Global Warrant ceased to be such officer of the Company; and the Global Warrant may be signed on behalf of the Company by such persons as, at the actual date of the execution of such Global Warrant, shall be the proper officers of the Company, although at the date of the execution of this Warrant Agreement any such person was not such officer.

ARTICLE II
WARRANT PRICE, DURATION AND EXERCISE OF WARRANTS

Section 2.01 Exercise Price. The initial exercise price for each Warrant shall be $[ ] (the "Exercise Price"), subject to adjustment as provided herein.

Section 2.02 Duration of Warrants. Subject to the provisions of this Warrant Agreement, each Warrant may be exercised in whole or in part at any time prior to the Expiration Date, as defined herein, on any day other than a Saturday, Sunday or a day on which banking institutions in the State of California are authorized or obligated by law or executive order to close (a "Business Day") prior to 5:00 p.m. Pacific time, at the offices of the Warrant Agent designated for such purpose (the "Warrant Agent Office") on May [•], 2019. Each Warrant not exercised at or before the Expiration Date shall become void, and all rights of the Holder and any beneficial owners of Warrants under this Warrant Agreement shall cease.

Section 2.03 Exercise of Warrants.

(a) Warrants may be exercised, at the option of the Holder, in whole or in part, at any time or from time to time, by complying with the Depositary's procedures relating to the exercise of such book-entry interest in the Global Warrant. In addition, the Holder shall deliver to the Company at the Warrant Agent Office (i) the Exercise Form substantially in the form attached hereto as Exhibit B duly executed by such Holder or its duly authorized agent or attorney (the "Exercise Form"), (ii) payment of the aggregate Exercise Price to the Warrant Agent for the account of the Company, by certified or official bank check payable to the Company, or by wire transfer in immediately available funds, in the amount of the aggregate Exercise Price for such Warrant Shares, and (iii) a Joinder Agreement to the Stockholders Agreement in the form attached hereto as Exhibit D duly executed by the Person in whose name the Warrant Shares are requested to be issued (a "Joinder") unless no Stockholders Agreement is then in effect or if such Holder is already a party to the Stockholders Agreement; provided, however, that if the Warrant Shares are to be issued in a name other than the record holder of the applicable Warrant, such record holder shall be deemed to have requested a Transfer of such Warrant prior to such exercise, which Transfer must comply with the provisions of this Warrant Agreement.

(b) The date on which payment in full of the Exercise Price is received by the Company at the Warrant Agent Office shall, subject to receipt of a valid Exercise Form and Joinder in accordance with this Warrant Agreement, be deemed to be the date on which the Warrant is exercised. The Warrant Agent shall promptly deposit all funds received by it in payment for the exercise of Warrants in an account of the Company maintained with it (or in such other account as may be designated by the Company) and shall promptly advise the Company, by telephone or by facsimile transmission or other form of electronic communication available to both parties when a payment for the exercise of Warrants is received and the amount so deposited to its account. The Warrant Agent shall promptly confirm such advice to the Company in writing.

(c) Upon such delivery of a valid and duly executed Exercise Form and Joinder, payment of the Exercise Price, and satisfaction of the other requirements set forth herein,

the Company shall cause the transfer agent for the Common Stock (the "Transfer Agent"), within ten (10) Business Days following notification from the Warrant Agent of receipt of an Exercise Form pursuant to Section 2.03(g)(iv), to issue to the Holder the aggregate number of whole Warrant Shares issuable upon such exercise and deliver to the Holder written confirmation that such Warrant Shares have been duly issued and recorded on the books of the Company as hereinafter provided. The Warrant Shares so issued shall be registered in the name of the Holder or such other name as shall be designated in the Exercise Form and Joinder delivered by the Holder. Such Warrant Shares shall be deemed to have been issued and any person so designated to be named therein shall be deemed to have become the holder of record of such Warrant Shares as of the date of delivery of the Exercise Form to the Warrant Agent Office duly executed by the Holder thereof and upon payment of the Exercise Price. Notwithstanding any provision herein to the contrary, the Company shall not be required to register Warrant Shares in the name of any person who acquired any Warrant or any Warrant Shares otherwise than in accordance with this Warrant Agreement.

(d) In case an exercise of Warrants is in part only, the Warrant Agent shall make an appropriate adjustment to the account of the Holder to reflect a number of Warrants for the number of shares of Common Stock equal (without giving effect to any adjustment thereof) to the number of such shares called for by such Holder's Warrants prior to such exercise, minus the number of such shares designated by the Holder upon such exercise.

(e) Neither the Warrant Agent nor the Company shall be required to pay any stamp or other tax or other charge required to be paid in connection with any transfer involved in the issuance of the Warrant Shares, and in the event that any such transfer is involved, neither the Warrant Agent nor the Company shall be required to issue or deliver any Warrant Share until it has been established to the Company's and the Warrant Agent's satisfaction that such tax or other charge has been paid or that no such tax or other charge is due.

(f) Any exercise of a Warrant pursuant to the terms of this Warrant Agreement shall be irrevocable and shall constitute a binding agreement between the Holder and the Company, enforceable in accordance with its terms.

(g) The Warrant Agent shall:

(i) examine all Exercise Forms, Joinders and all other documents delivered to it by or on behalf of Holders as contemplated hereunder to ascertain whether or not, on their face, such Exercise Forms, Joinders and any such other documents have been executed and completed in accordance with their terms and the terms hereof;

(ii) where an Exercise Form, Joinder or other document appears on its face to have been improperly completed or executed or some other irregularity in connection with the exercise of the Warrants exists, the Warrant Agent shall endeavor to inform the appropriate parties (including the person submitting such instrument) of the need for fulfillment of all requirements, specifying those requirements which appear to be unfulfilled;

(iii) inform the Company of and cooperate with and assist the Company in resolving any reconciliation problems between the Exercise Forms received and the crediting of Warrant Shares to the respective Holders' accounts; and

(iv) advise the Company no later than five (5) Business Days after receipt of an Exercise Form, of (A) the receipt of such Exercise Form and the number of Warrants exercised in accordance with the terms and conditions of this Warrant Agreement, (B) the identity of the Holder that has submitted the Exercise Form, (C) the percentage of the then outstanding Warrants represented by such exercise and (D) such other information as the Company shall reasonably request.

(h) All questions as to the validity, form and sufficiency (including time of receipt) of an exercised Warrant and any Exercise Form and Joinder will be determined by the Company in its sole discretion, which determination shall be final and binding. The Company reserves the right to reject any and all Exercise Forms not in proper form, not accompanied by a Joinder in proper form and duly executed by the Person in whose name the Warrant Shares are to be issued, pursuant to which Warrant Shares are to be issued in the name of a Person other than the record holder of the applicable Warrant unless such deemed Transfer complies with the terms of this Agreement, or for which any corresponding agreement by the Company to exchange would, in the opinion of the Company, be unlawful. Such determination by the Company shall be final and binding on the Holders, absent manifest error. Moreover, the Company reserves the absolute right to waive any of the conditions to the exercise of Warrants or defects in the exercise thereof with regard to any particular exercise of Warrants. Neither the Company nor the Warrant Agent shall be under any duty to give notice to the Holders of the Warrants of any irregularities in any exercise of Warrants or any Exercise Form, nor shall it incur any liability for the failure to give such notice.

(i) If, at the time of issuance of Warrant Shares, the Stockholders Agreement is still in effect, then each of the Warrant Shares issued upon the exercise of a Warrant, book-entry account in which such shares are held or statement issued in respect thereof shall also be stamped or otherwise imprinted with the legend set forth in the Stockholders Agreement.

Section 2.04 Reservation of Warrant Shares

(a) For the purpose of enabling it to satisfy any obligation to issue Warrant Shares upon exercise of Warrants, the Company will at all times through the Expiration Date, reserve and keep available out of its aggregate authorized but unissued or treasury shares of Common Stock, the number of Warrant Shares deliverable upon the exercise of all outstanding Warrants, and the Company's Transfer Agent is hereby irrevocably authorized and directed at all times to reserve such number of authorized and unissued or treasury shares of Common Stock as shall be required for such purpose. The Company will keep a copy of this Warrant Agreement on file with the Transfer Agent. If Warrant Shares are to be represented by stock certificates, the Warrant Agent is hereby irrevocably authorized to requisition from time to

time from such Transfer Agent stock certificates issuable upon exercise of outstanding Warrants, and the Company will supply such Transfer Agent with duly executed stock certificates for such purpose.

(b) The Company covenants that all shares of Common Stock issued upon exercise of the Warrants will, upon issuance in accordance with the terms of this Warrant Agreement, be fully paid and nonassessable and free from all taxes, liens, charges and security interests created by or imposed upon the Company with respect to the issuance and holding thereof.

ARTICLE III
OTHER PROVISIONS RELATING TO RIGHTS OF HOLDERS OF WARRANT

Section 3.01 No Rights as Stockholder Conferred by Warrants. No Warrant shall, and nothing contained in this Warrant Agreement, in the Global Warrant or in the Warrant Statement shall be construed to, entitle the Holder or any beneficial owner thereof to any of the rights of a holder or beneficial owner of Warrant Shares, including, without limitation, the right to vote or to consent or to receive notice as a stockholder in respect of any meeting of stockholders for the election of directors of the Company or any other matter, to receive dividends on Warrant Shares or any rights whatsoever as stockholders of the Company, until such Warrant is duly exercised in accordance with this Warrant Agreement and such Holder is issued the Warrant Shares to which it is entitled in connection therewith.

Section 3.02 Notice of Certain Events. The Company shall (i) provide at least five (5) business days prior written notice to each Holder, at the last address set forth for such Holder in the register books of the Warrant Agent, of any record date relating to the payment by the Company of a dividend or distribution on the Common Stock and (ii) provide prior notice, not later than the time notice is given to eligible stockholders under the Stockholders Agreement, at the last address set forth for such Holder in the register books of the Warrant Agent, of any transaction involving the right of a holder of Common Stock to exercise "tag along" rights under the Stockholders Agreement.

ARTICLE IV
EXCHANGE AND TRANSFER

Section 4.01 Exchange and Transfer.

(a) The Warrant Agent shall keep, at the Warrant Agent Office, books in which, subject to such reasonable regulations as it may prescribe, it shall register Warrants and exchanges and transfers of outstanding Warrants upon request to exchange or transfer such Warrants, provided, that (i) the Warrant Agent shall have received a written instruction of transfer or exchange in form satisfactory to the Warrant Agent, duly executed by the Holder thereof or by such Holder's duly authorized agent or attorney, providing all information required to be delivered hereunder, such signature to be guaranteed by an eligible guarantor institution to the extent required by the Warrant Agent or the Depositary; (ii) such exchange or transfer is not

prohibited by the restrictions set forth in the Warrant Agreement, and (iii) such exchange or transfer otherwise complies with all of the requirements set forth herein. Upon any such registration of transfer, a Warrant Statement shall be issued to the transferee.

(b) No service charge shall be made for any exchange or registration of transfer of Warrants, however, the Warrant Agent and/or the Company may require payment of a sum sufficient to cover any stamp or other tax or other charge that may be imposed in connection with any such exchange or registration of transfer. Neither the Warrant Agent nor the Company shall be required to pay any stamp or other tax or other charge required to be paid in connection with such transfer, and neither the Warrant Agent nor the Company shall be required to issue or deliver any Warrant Share until it has been established to the Company's and the Warrant Agent's satisfaction that such tax or other charge has been paid or that no such tax or other charge is due.

(c) The Warrant Agent shall not effect any exchange or registration of transfer which will result in the issuance of a Warrant, evidencing a fraction of a Warrant or a number of full Warrants and a fraction of a Warrant.

(d) All Warrants credited to a Holder's or transferee's account upon any exchange or transfer of Warrants in accordance with the provisions of this Warrant Agreement shall be the valid obligations of the Company, evidencing the same obligations, and entitled to the same benefits under this Warrant Agreement, as the Warrants that were so exchanged or transferred.

Section 4.02 Restrictions on Transfer; Restrictive Legend.

(a) General Restriction. No Holder may Transfer any Warrant or Warrant Shares unless such Transfer (i) would be permitted under the terms of the Stockholders Agreement if such Warrant or Warrant Shares constituted "Shares" as defined in the Stockholders Agreement and (ii) is permitted by the other terms of this Article IV.

(b) Requests for Transfer. In order to provide for the effective policing of this Section 4.02, a Holder who proposes to effect a Transfer of Warrants or Warrant Shares to any Person that is not an Affiliate, or who proposes to effect a deemed Transfer pursuant to which Warrant Shares are to be issued in the name of a Person other than the record holder of the applicable Warrant, must submit, prior to the date of the proposed Transfer, a written request in writing (a "Transfer Request") that the Company review the proposed Transfer and authorize or not authorize the proposed Transfer pursuant to this Section 4.02. A Transfer Request shall include: (i) the name, address, jurisdiction of organization or citizenship and telephone number of the proposed Transferee, (ii) the number of Warrants proposed to be so Transferred, (iii) the date on which the proposed Transfer is expected to take place, (iv) the name of the Holder proposing such Transfer, and (v) such information as the Company in its discretion may reasonably request (and which may, in the Company's sole discretion, include an opinion of counsel to be provided at the Transferor's sole cost and expense to such effect) to establish that registration of the proposed Transfer is not required under the Securities Act or any applicable state securities or "blue sky" laws. The Company shall, within five (5) Business Days after its

receipt of a Transfer Request that includes all of the information set forth in the foregoing clauses (i) through (v), determine whether to authorize the Transfer proposed in such Transfer Request and shall notify the proposed Transferor of such determination; provided, that the only bases on which a Transfer may be denied are failure to comply with the applicable obligations and restrictions set forth in this Article 4 or in Article 5 of the Stockholders Agreement or this Warrant Agreement; provided, further, that if the Company does not notify the proposed Transferor of its determination within such time period, the Transfer proposed in such Transfer Request shall be deemed to be approved hereunder.

(c) Exchange Act Reporting Obligations. Notwithstanding anything to the contrary in this Agreement, no Holder may Transfer any Warrants if, as a result of such Transfer, the Warrants, Common Stock (including, for this purpose, all holders of Warrants) or any other class of equity securities of the Company would be held of record by (and, the case of Common Stock, issuable to upon exercise of Warrants) more than 500 Persons or otherwise in circumstances that the Company or the Board determines could require the Company to file reports under the Exchange Act, if it is not otherwise subject to such requirements. Nothing contained in this Section 4.02 shall limit the authority of the Board to take such other action to the extent permitted by law as it deems necessary or advisable to preserve the Company's status as a non-reporting company under the Exchange Act.

(d) Any attempted or purported transfer of all or a portion of the Warrants held by a Holder in violation of this Section 4.02 shall be null and void and of no force or effect whatsoever, such purported transferee will not be treated as an owner of the Warrants for purposes of this Warrant Agreement or otherwise, and the Company will not register such transfer.

(e) Defined Terms.

(i) "Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person, or any Related Fund of any of the foregoing. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct or cause the direction of the management and policies of such specified Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

(ii) "Exchange Act" means the Securities Exchange Act of 1934, and the rules and regulations of the SEC promulgated thereunder.

(iii) "SEC" means the United States Securities and Exchange Commission, or any other Federal agency at the time administering the Securities Act or the Exchange Act.

(iv) "Securities Act" means the Securities Act of 1933, and the rules and regulations of the SEC promulgated thereunder.

(v) "Stockholders Agreement" shall mean that certain Stockholders Agreement, dated as of the date hereof, among the Company and the stockholders party thereto, in the form attached hereto as Exhibit C, as may be amended from time to time, which amendments will be promptly provided to the Holders.

(vi) "Transfer" means to directly or indirectly sell, exchange, transfer, hypothecate, negotiate, gift, bequeath, convey in trust, pledge, mortgage, grant a security interest in, assign, encumber, or otherwise dispose of all or any portion of the Warrants, including by recapitalization, merger, consolidation, liquidation, dissolution, dividend, distribution or otherwise; provided, however, that a pledge or grant of a security interest in Warrants to secure a "bona fide" loan shall in no event be deemed a Transfer for any purpose of this Warrant Agreement so long as (i) written notice is provided to the Company identifying the pledgee or Person to whom a security interest in the Shares is granted (the "Pledgee"); and (ii) the Pledgee's interest in the Warrants is limited to an actual or contingent economic interest, it being understood and agreed that the pledge or grant of a security interest in Warrants does not grant such Pledgee the rights of a Holder under this Agreement; provided, further, that any foreclosure, transfer in lieu of foreclosure or other enforcement of such pledge or security interest shall be deemed to constitute a Transfer hereunder and shall be subject to the rights of the Company set forth in this Warrant Agreement. "Transferred," "Transferor" and "Transferee" shall have the correlative meanings.

(vii) Any other capitalized term used but not defined herein shall have the meaning ascribed to such term in the Stockholders Agreement.

(f) The Global Warrant, and each Warrant Statement and account of every Holder shall be stamped or otherwise imprinted with a legend in the following or a comparable form:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR SUCH LAWS AND THE RULES AND REGULATIONS THEREUNDER.

THE VOTING, SALE, TRANSFER, ENCUMBRANCE OR OTHER DISPOSITION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE WARRANT AGREEMENT AND THE STOCKHOLDERS AGREEMENT REFERRED TO THEREIN.

The Global Warrant shall also be stamped or otherwise imprinted with a legend in the following or a comparable form:

THIS GLOBAL WARRANT IS HELD BY THE DEPOSITARY (AS DEFINED IN THE WARRANT AGREEMENT, DATED AS OF MAY [__], 2014 (THE "WARRANT AGREEMENT") GOVERNING THIS GLOBAL WARRANT) IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THIS GLOBAL WARRANT MAY BE DELIVERED TO THE WARRANT AGENT (AS DEFINED IN THE WARRANT AGREEMENT GOVERNING THIS WARRANT) FOR CANCELLATION PURSUANT TO SECTION 4.04 OF THE WARRANT AGREEMENT AND (II) THIS GLOBAL WARRANT MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY OR CO-DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY.

(g) A Holder (or its transferee, as applicable) shall be entitled to receive from the Company, without expense, new securities of like tenor not bearing the legends set forth above when (i) such Warrants or restricted shares of Common Stock shall have been (A) effectively registered under the Securities Act and disposed of in accordance with a registration statement covering such securities, (B) disposed of pursuant to the provisions of Rule 144 or any comparable rule under the Securities Act, or (C) when, in the written reasonable opinion of independent counsel for the holder thereof experienced in Securities Act matters, which counsel and opinion shall be reasonably satisfactory to the Company, such restrictions are no longer required in order to insure compliance with the Securities Act (including when the provisions of Rule 144(k) or any comparable rule under the Securities Act have been satisfied) and (ii) in the case of the restricted shares of Common Stock only, such restricted shares of Common Stock are no longer subject to the Stockholders Agreement.

Section 4.03 Treatment of Holders of Warrants. Each Holder of Warrants, by accepting the same, consents and agrees with the Company, the Warrant Agent and every subsequent Holder of such Warrants that until the transfer of such Warrants is registered on the books of such Warrant Agent, the Company and the Warrant Agent may treat the registered Holder of such Warrants as the absolute owner thereof for any purpose and as the person entitled to exercise the rights represented by the Warrants evidenced thereby, any notice to the contrary notwithstanding.

Section 4.04 Cancellation of Global Warrant. Promptly following the Expiration Date or at such earlier time that there are no longer outstanding any Warrants, the Global Warrant shall be cancelled or destroyed and the Warrant Agent shall deliver a certificate of such cancellation or destruction to the Company.

ARTICLE V
ADJUSTMENT OF WARRANT PRICE AND NUMBER OF WARRANT SECURITIES

Section 5.01 Adjustments Generally. The Exercise Price, the number of Warrant Shares issuable upon exercise of Warrants and the number of Warrants outstanding are subject to adjustment from time to time upon the occurrence of the events enumerated in this

Article V, as determined to be necessary or appropriate in the reasonable discretion of the Board of Directors of the Company.

Section 5.02 Stock Dividends; Split-Ups. If after the date hereof, and subject to the provisions of Section 5.06, the number of outstanding shares of Common Stock is increased by a stock dividend payable in shares of Common Stock, or by a split-up of shares of Common Stock, or other similar event, then, on the effective date of such stock dividend, split-up or similar event, the number of shares of Common Stock issuable on exercise of each Warrant shall be increased in proportion to such increase in outstanding shares of Common Stock.

Section 5.03 Aggregation of Shares. If after the date hereof, and subject to the provisions of Section 5.06, the number of outstanding shares of Common Stock is decreased by a consolidation, combination, reverse stock split or reclassification of shares of Common Stock or other similar event, then, on the effective date of such consolidation, combination, reverse stock split, reclassification or similar event, the number of shares of Common Stock issuable on exercise of each Warrant shall be decreased in proportion to such decrease in outstanding shares of Common Stock.

Section 5.04 Replacement of Securities upon Reorganization. In case of any reclassification or reorganization of the outstanding shares of Common Stock (other than a change covered by Section 5.02 or 5.03 or that solely affects the par value of such shares of Common Stock), or in the case of any merger or consolidation of the Company with or into another corporation (other than a consolidation or merger in which the Company is the continuing corporation and that does not result in any reclassification or reorganization of the outstanding shares of Common Stock), or in the case of any sale or conveyance to another corporation or entity of the assets or other property of the Company as an entirety or substantially as an entirety in connection with which the Company is dissolved, except in each case, with respect to any such transaction pursuant to which holders of the outstanding Common Stock are entitled to receive cash consideration for such shares, the Holders shall thereafter have the right to purchase and receive, upon the basis and upon the terms and conditions specified in the Warrants and in lieu of the shares of the Warrant Shares immediately theretofore purchasable and receivable upon the exercise of the rights represented thereby, the kind and amount of shares of stock or other securities or property (including cash) receivable upon such reclassification, reorganization, merger or consolidation, or upon a dissolution following any such sale or transfer, that the Holder would have received if such Holder had exercised his, her or its Warrant(s) immediately prior to such event; and if any reclassification also results in a change in shares of Common Stock covered by Section 5.02 or 5.03, then such adjustment shall be made pursuant to Sections 5.02, 5.03 and this Section 5.04. The provisions of this Section 5.04 shall similarly apply to successive reclassifications, reorganizations, mergers or consolidations, sales or other transfers.

Section 5.05 Notices of Changes in Warrant. Upon every adjustment of the number of shares issuable upon exercise of a Warrant, the Company shall give written notice thereof to the Warrant Agent, which notice shall state the increase or decrease in the number of shares of Common Stock purchasable at such price upon the exercise of a Warrant, setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based. Upon the occurrence of any event specified in Section 5.02, 5.03 or 5.04, then, in any such event,

the Company shall give or cause to be given written notice to each Holder, by press release or at the last address set forth for such Holder in the register books of the Warrant Agent, of the record date or the effective date of the event. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such event. The Warrant Agent shall be fully protected in relying upon such a certificate and shall have no duty to investigate or inquire as to whether such adjustment is accurate, and shall not be deemed to have knowledge of, and shall not be required to take any action with respect to any adjustments, unless and until the Warrant Agent shall have received such a certificate.

Section 5.06 No Fractional Shares. Notwithstanding any provision contained in this Warrant Agreement to the contrary, the Company shall not issue fractional shares upon exercise of Warrants. If, by reason of any adjustment made pursuant to this Article V, any Holder would be entitled, upon the exercise of such Warrant, to receive a fractional interest in a share of Common Stock, the Company shall, upon such exercise, round down to the nearest whole number the number of the shares of Common Stock to be issued to the Holder. The Warrant Agent shall not be required to effect any registration of transfer or exchange that will result in the issuance of a Warrant for a fraction of a share of Common Stock.

Section 5.07 Form of Global Warrant. The form of Global Warrant need not be changed because of any adjustment pursuant to this Article V. However, the Company may at any time in its sole discretion make any change in the form of Global Warrant that the Company may deem appropriate and that does not affect the substance thereof.

ARTICLE VI
CONCERNING THE WARRANT AGENT

Section 6.01 Warrant Agent.

The Company has appointed the Warrant Agent to act as agent of the Company in respect of the Warrants pursuant to that certain Transfer Agency and Registrar Services Agreement, dated as of May [___], 2014 (the "Warrant Agent Agreement") and the Warrant Agent has therein accepted such appointment. The Warrant Agent shall have the powers and authority granted to and conferred upon it in the Warrant Agent Agreement, herein and in the Global Warrant and such further powers and authority to act on behalf of the Company as the Company may hereafter grant to or confer upon it.

Section 6.02 Resignation and Appointment of Successor.

(a) The Company agrees, for the benefit of the Holders from time to time of the Warrants, that there shall at all times be a Warrant Agent hereunder until all the Warrants have been exercised or are no longer exercisable.

(b) The Warrant Agent may at any time resign as such by giving written notice of its resignation to the Company, specifying the desired date on which its resignation shall become effective; provided, however, that such date shall be not less than 30 days after the date on which such notice is given unless the Company agrees to accept shorter notice. Upon

receiving such notice of resignation, the Company shall promptly appoint a successor Warrant Agent (which shall be a bank or trust company in good standing, authorized under the laws of the jurisdiction of its organization to exercise corporate trust powers) by written instrument in duplicate signed on behalf of the Company, one copy of which shall be delivered to the resigning Warrant Agent and one copy to the successor Warrant Agent. The Company may, at any time and for any reason, remove the Warrant Agent and appoint a successor Warrant Agent (qualified as aforesaid) by written instrument in duplicate signed on behalf of the Company and specifying such removal and the date when it is intended to become effective, one copy of which shall be delivered to the Warrant Agent being removed and one copy to the successor Warrant Agent. Any resignation or removal of the Warrant Agent and any appointment of a successor Warrant Agent shall become effective upon acceptance of appointment by the successor Warrant Agent as provided in this subsection (b). In the event a successor Warrant Agent has not been appointed and accepted its duties within 30 days of the Warrant Agent's notice of resignation, the Warrant Agent may apply to any court of competent jurisdiction for the designation of a successor Warrant Agent. Upon its resignation, replacement or removal, the Warrant Agent shall be entitled to the payment by the Company of the compensation and to the reimbursement of all reasonable out-of-pocket expenses incurred by it hereunder as agreed to in Section 6.02(a).

(c) The Company shall remove the Warrant Agent and appoint a successor Warrant Agent if the Warrant Agent (i) shall become incapable of acting, (ii) shall be adjudged bankrupt or insolvent, (iii) shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, (iv) shall consent to, or shall have had entered against it a court order for, any such relief or to the appointment of or taking possession by any such official in any involuntary case or other proceedings commenced against it, (v) shall make a general assignment for the benefit of creditors or (vi) shall fail generally to pay its debts as they become due. Upon the appointment as aforesaid of a successor Warrant Agent and acceptance by it of such appointment, the predecessor Warrant Agent shall, if not previously disqualified by operation of law, cease to be Warrant Agent hereunder.

(d) Any successor Warrant Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and the Company an instrument accepting such appointment hereunder, and thereupon such successor Warrant Agent, without any further act, deed or conveyance, shall become vested with all the authority, rights, powers, immunities, duties and obligations of such predecessor with like effect as if originally named as Warrant Agent hereunder, and such predecessor shall thereupon become obligated to transfer, deliver and pay over, and such successor Warrant Agent shall be entitled to receive, all monies, securities and other property on deposit with or held by such predecessor as Warrant Agent hereunder.

(e) Any person into which the Warrant Agent hereunder may be merged or converted or any person with which the Warrant Agent may be consolidated, or any person resulting from any merger, conversion or consolidation to which the Warrant Agent shall be a party, or any person to which the Warrant Agent shall sell or otherwise transfer all or substantially all the assets and business of the Warrant Agent, provided that it shall be qualified

as aforesaid, shall be the successor Warrant Agent under this Warrant Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto.

ARTICLE VII
MISCELLANEOUS

Section 7.01 Amendment. The terms of the Warrants may be amended by the Company together with the affirmative vote or consent of the Holders of a majority of the Warrants then outstanding. Notwithstanding the foregoing, the Company and the Warrant Agent may from time to time supplement or amend this Warrant Agreement without the approval of any Holders in order to cure any ambiguity, manifest error or other mistake in this Warrant Agreement, or to correct or supplement any provision contained herein that may be defective or inconsistent with any other provision herein. The Company and the Warrant Agent may also from time to time supplement or amend this Warrant Agreement to make any other provisions in regard to matters or questions arising hereunder that the Company and the Warrant Agent may deem necessary or desirable and that shall not adversely affect, alter or change the interests of any Holder. Notwithstanding anything to the contrary herein, upon the delivery of a certificate from an appropriate officer of the Company, which states that the proposed supplement or amendment is in compliance with the terms of this Section 7.01 and, provided such supplement or amendment does not change the Warrant Agent's own rights, duties, liabilities, immunities or obligations hereunder, the Warrant Agent shall execute such supplement or amendment. Any amendment, modification or waiver effected pursuant to and in accordance with the provisions of this Section 7.01 will be binding upon all Holders and upon each future Holder, the Company and the Warrant Agent. In the event of any amendment, modification or waiver, the Company will give prompt notice thereof to all Holders. For the avoidance of doubt, the Stockholders Agreement may be amended in accordance with the terms thereof at any time without the consent of any Holder.

Section 7.02 Notices and Demands to the Company and Warrant Agent. If the Warrant Agent shall receive any notice or demand addressed to the Company by the Holder of a Warrant, the Warrant Agent shall promptly forward such notice or demand to the Company.

Section 7.03 Addresses. Any communication from the Company to the Warrant Agent with respect to this Warrant Agreement shall be addressed to American Stock Transfer & Trust Company, LLC, 6201 15th Avenue, Brooklyn, NY 11219, Attention: General Counsel, and any communication from the Warrant Agent to the Company with respect to this Warrant Agreement shall be addressed to New Koosharem Corporation, 3820 State Street, Santa Barbara, CA 93105, Attention: Corporate Secretary (or such other address as shall be specified in writing by the Warrant Agent or by the Company). For the avoidance of doubt, the Company may satisfy its obligation to provide the Warrant Agent with a written order or direction pursuant to this Warrant Agreement through the use of electronic mail delivered to the Warrant Agent.

Section 7.04 Applicable Law. The validity, interpretation and performance of this Warrant Agreement and the Global Warrant issued hereunder and of the respective terms and provisions hereof and thereof shall be governed by, and construed in accordance with, the laws of the State of Delaware.

Section 7.05 Persons Having Rights Under Warrant Agreement. The Warrants shall not, and nothing contained herein or in the Global Warrant or otherwise shall, be construed as conferring upon the Holder any right as a stockholder of the Company or the right to vote or to consent or to receive notice as a stockholder in respect of any meeting of stockholders for the election of directors of the Company or any other matter, to receive dividends or any rights whatsoever as stockholders of the Company.

Section 7.06 Depositary Transfer. In connection with the transfer of the Global Warrant to any successor depositary or co-depositary, the Company shall be entitled to issue one or more new global warrant certificates solely to reflect such transfer.

Section 7.07 Headings. The descriptive headings of the several Articles and Sections of this Warrant Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

Section 7.08 Counterparts. This Warrant Agreement may be executed in any number of counterparts, each of which as so executed shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

Section 7.09 Inspection of Warrant Agreement. A copy of this Warrant Agreement shall be available at all reasonable times at the principal corporate trust office of the Warrant Agent for inspection by the Holder of any Warrant. The Warrant Agent may require such Holder to submit evidence of ownership of a Warrant for inspection by it.

Section 7.10 Notices to Holders of Warrants. Any notice to Holders of Warrants which by any provisions of this Warrant Agreement is required or permitted to be given shall be given by first class mail prepaid at such Holder's address as it appears on the books of the Warrant Agent.

Section 7.11 Binding Effects. This Warrant Agreement shall inure to the benefit and shall be binding upon the Company, the Warrant Agent and the Holders and their respective heirs, legal representatives, successors and assigns. Nothing in this Warrant Agreement, express or implied, is intended to or shall confer on any Person other than the Company, the Warrant Agent and the Holders, or their respective heirs, legal representatives, successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Warrant Agreement.

Section 7.12 Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provisions in every other respect and of the remaining provisions contained herein and therein shall not be affected or impaired thereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Warrant Agreement to be duly executed.

NEW KOOSHAREM CORPORATION

By: _____
Name:
Title:

AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC

By: _____
Name:
Title:

EXHIBIT A

[FORM OF GLOBAL WARRANT CERTIFICATE]

[Face]

EXERCISABLE ONLY IF AUTHENTICATED BY THE WARRANT AGENT AS PROVIDED HEREIN

VOID AFTER THE CLOSE OF BUSINESS ON MAY [•], 2019
NEW KOOSHAREM CORPORATION

Global Warrant Certificate representing
Warrants to purchase _____
Class A Common Stock, par value $0.01 per share
as described herein

_____

THE SECURITIES REPRESENTED HEREBY (THE "SECURITIES") WERE ORIGINALLY ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENT OF SECTION 5 OF THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), PROVIDED BY SECTION 1145 OF THE BANKRUPTCY CODE, 11 U.S.C. 1145. THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE ACT OR ANY STATE SECURITIES LAW, AND TO THE EXTENT THE HOLDER OF THE SECURITIES IS AN "UNDERWRITER," AS DEFINED IN SECTION 1145(B)(1) OF THE BANKRUPTCY CODE, THE SECURITIES MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION THEREUNDER.

THIS GLOBAL WARRANT CERTIFICATE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE WARRANT AGREEMENT, DATED AS OF MAY [__], 2014 ("THE WARRANT AGREEMENT") GOVERNING THIS WARRANT) IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THIS GLOBAL WARRANT MAY BE DELIVERED TO THE WARRANT AGENT (AS DEFINED IN THE WARRANT AGREEMENT GOVERNING THIS WARRANT) FOR CANCELLATION PURSUANT TO SECTION 4.04 OF THE WARRANT AGREEMENT AND (II) THIS GLOBAL WARRANT MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY OR CO-DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF THE COMPANY.

Each Warrant (each, a "Warrant") represented hereby, entitles the holder to purchase one share of the Common Stock, par value $0.01 per share (the "Warrant Shares") of New Koosharem Corporation (the "Company") for the benefit of certain Holders (as defined below) of such Warrants on the following basis.

The Warrants may be exercised in whole or in part at any time on or before the close of business on May [•], 2019. Each Warrant not exercised at or before the Expiration Date shall become void, and all rights of the Holder and any beneficial owners of the Warrant Certificate evidencing such Warrant under the Warrant Agreement shall cease.

Prior to the Expiration Date, each Warrant shall entitle the Holder thereof, subject to the provisions of the Warrant Agreement, to purchase from the Company one Warrant Share at the exercise price of $[ ] (the "Exercise Price"). Each Holder of Warrants may exercise such Warrants, in whole or in part, by complying with the Depositary's procedures relating to the exercise of such book entry interest in the Global Warrant. In addition, such Holder shall deliver the Exercise Form duly executed by such Holder or its duly authorized agent or attorney, accompanied by payment in full, in lawful money of the United States of America, in immediately available funds, the Exercise Price for each Warrant exercised, to the Warrant Agent, or its successor as warrant agent at the addresses specified on the reverse hereof and upon compliance with and subject to the conditions set forth herein and in the Warrant Agreement. Capitalized terms used in this Global Warrant Certificate, but not otherwise defined, herein, shall have the meaning ascribed to such terms in the Warrant Agreement.

The term "Holder" as used herein shall mean a person who shall be registered as an owner of a book-entry interest in the Global Warrant in the books to be maintained by the Warrant Agent for that purpose pursuant to the Warrant Agreement.

Any whole number of Warrants may be exercised to purchase Warrant Shares. Upon any exercise of fewer than all of a Holder's Warrants, the Warrant Agent shall make an adjustment to the Holder's account by subtracting from such account the number of such Warrants exercised.

This Global Warrant Certificate represents the number of outstanding Warrants from time to time endorsed hereon and the number of outstanding Warrants represented hereby may from time to time be reduced or increased, as appropriate to reflect exchanges, redemptions, exercises or other similar transactions.

This Global Warrant Certificate is issued under and in accordance with the Warrant Agreement, and is subject to the terms and provisions contained therein, all of which terms and provisions the Holders consent to by acceptance of their book-entry interests in the Global Warrant. Copies of the Warrant Agreement are on file at the office of the Company designated for such purpose. In the event of any conflict or inconsistency between this Global Warrant Certificate and the Warrant Agreement, the Warrant Agreement shall control.

Neither this Global Warrant Certificate nor the Warrants evidenced hereby, shall, and nothing contained in the Warrant Agreement shall be construed to entitle the registered owner hereof, or any beneficial owner, to any of the rights of a registered Holder or beneficial owner of the Warrant Shares, including, without limitation, the right to vote or to consent or to receive notice as a stockholder in respect of any meetings of stockholders for the election of directors of the Company or any other matter, to receive dividends on Warrant Shares or any rights whatsoever as stockholders of the Company.

Reference is hereby made to further provisions of this Global Warrant Certificate set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

This Global Warrant Certificate shall not be valid or obligatory for any purpose until authenticated by the Warrant Agent.

IN WITNESS WHEREOF, the Company has caused this Global Warrant Certificate to be duly executed.

Dated: May ____, 2014

NEW KOOSHAREM CORPORATION

By:_____

Attest:

_____

Certificate of Authentication

This is the Global Warrant Certificate referred to in the within-mentioned Warrant Agreement.

_____
AMERICAN STOCK TRANSFER &
TRUST COMPANY, LLC,
As Warrant Agent

By:_____
Authorized Signature

[REVERSE] [FORM OF GLOBAL WARRANT CERTIFICATE]
(Instructions for Exercise of Warrants)

To exercise any Warrants evidenced hereby, the Holder of the Warrants must pay by certified check or official bank check or by bank wire transfer, in each case, in immediately available funds, then by instructing the Warrant Agent to withhold Warrants equal to, the aggregate Exercise Price in full for each of the Warrants exercised, to American Stock Transfer & Trust Company, LLC, Attn: [Corporate Action Department], which payment should specify the name of the holder of the Warrants and the number of Warrants exercised by such Holder.

No registration or transfer of the Warrant Shares issuable pursuant to the Warrants will be recorded on the books and records of the Company or the Warrant Agent until the provisions set forth in this Global Warrant Certificate and in the Warrant Agreement have been complied with.

[TO BE ATTACHED TO GLOBAL WARRANT CERTIFICATE]

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL WARRANT CERTIFICATE

The following increases or decreases in this Global Warrant have been made:

Date	Amount of decrease in the number of Warrants represented by this Global Warrant	Amount of increase in number of Warrants represented by this Global Warrant	Number of Warrants represented by this Global Security following such decrease or increase	Signature of authorized officer of the Depositary

EXHIBIT B

FORM OF EXERCISE FORM

(To be executed upon exercise of Warrant(s))

The undersigned hereby irrevocably elects to exercise the right, represented by the book-entry Warrant(s), to purchase _____ shares of Common Stock, par value $0.01 per share (the "Warrant Shares") of NEW KOOSHAREM CORPORATION and represents that he has tendered payment for such Warrant Shares by certified check or official bank check or by bank wire transfer, in each case, in immediately available funds, to the order of American Stock Transfer & Trust Company, LLC c/o NEW KOOSHAREM CORPORATION in the amount of $ _____ in accordance with the terms of the Warrant Agreement. The undersigned requests the Warrant Shares to which the Holder is entitled be registered in such names and a statement representing such Warrant Shares be delivered, all as specified in accordance with the instructions set forth below.

Dated:_____

Name_____
(Please Print)

_____
(Insert Social Security or Other
Identifying Number of Holder)

Address _____
_____

Signature_____
(Signed exactly as name appears
in the records of the Warrant
Agent)

This Warrant may be exercised by delivering the Exercise Form to AST at the following addresses:

By hand at	American Stock Transfer & Trust Company, LLC [Corp Action REORGANIZED PARENT Warrants] 6201 15th Avenue Brooklyn, NY 11219
By mail at	American Stock Transfer & Trust Company, LLC [Corp Action REORGANIZED PARENT Warrants]

6201 15th Avenue
Brooklyn, NY 11219

(Instructions as to form and delivery of Warrant Shares):

(NOTE: The signature(s) must be medallion guaranteed by a commercial bank or trust company in the United States or by a member firm of the New York Stock Exchange)

[FORM OF ASSIGNMENT]

(TO BE EXECUTED TO TRANSFER THE WARRANT)

For value received, _____ hereby sells, assigns and transfers unto the Assignee(s) named below the rights represented by such number of Warrants listed opposite the respective name(s) of the Assignee(s) named below and all other rights of the Holder with respect to such Warrants, and does hereby irrevocably constitute and appoint _____ attorney, to transfer said Warrant on the books of the Depositary and/or the Warrant Agent with respect to the number of Warrants set forth below, with full power of substitution:

Name(s) of Assignee(s)	Address	No. of Warrants

Dated: _____

_____
Signature
(Signed exactly as name appears in the records of the Depositary)

Signature Guarantee:

_____
Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor program reasonably acceptable to the Warrant Agent)

(NOTE: The signature(s) must be medallion guaranteed by a commercial bank or trust company in the United States or by a member firm of the New York Stock Exchange)

EXHIBIT C

[STOCKHOLDERS AGREEMENT]

EXHIBIT D

[FORM OF JOINDER]

Annex 6

Reorganized Parent Certificate of Incorporation

AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

OF

NEW KOOSHAREM CORPORATION

The undersigned, D. Stephen Sorensen, hereby certifies that:

1. He is the duly elected and acting Chief Executive Officer of New Koosharem Corporation (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL").

2. The Certificate of Incorporation of the Corporation was originally filed with the Secretary of State of the State of Delaware on March 10, 2014 under the name "Reorganized New Koosharem Corporation".

3. On April 1, 2014, the Corporation filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").

4. This Amended and Restated Certificate of Incorporation has been duly adopted in accordance with Section 303 of the DGCL to put into effect and carry out the Prepackaged Joint Plan of Reorganization for Ablest Inc., et al., as confirmed on [_____] (the "Plan") by an order of the Bankruptcy Court entered on [_____] (the "Order"). Provision for the making of this Amended and Restated Certificate of Incorporation is contained in the Order of the Bankruptcy Court having jurisdiction under the Bankruptcy Code for the formation of the Corporation.

5. The effective date of this Certificate shall be the date it is filed with the Secretary of State of the State of Delaware.

6. The Certificate of Incorporation of the Corporation shall be amended and restated to read in full as follows:

ARTICLE I

The name of the corporation is New Koosharem Corporation.

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is 3411 Silverside Road, #104, Rodney Building, Wilmington, Delaware 19810, County of New Castle. The name of its registered agent at such address is Corporate Creations Network Inc.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE IV

(a) The total number of shares of stock which the Corporation shall have authority to issue is [_____] ([_____]) shares of common stock, par value $0.01 per share.

(b) The Corporation shall not issue any non-voting equity securities to the extent prohibited by Section 1123 of the Bankruptcy Code as in effect on the effective date of the the Plan; provided, however, that this Article IV(b): (i) shall have no further force and effect beyond that required under Section 1123 of the Bankruptcy Code, (ii) shall have such force and effect, if any, only for so long as such section of the Bankruptcy Code is in effect and applicable to the Corporation, and (iii) in all events may be amended or eliminated in accordance with applicable law as from time to time may be in effect.

ARTICLE V

The directors shall have power to adopt, amend or repeal Bylaws of the Corporation, except as may otherwise be provided in the Bylaws of the Corporation.

ARTICLE VI

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a

director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. Any repeal or modification of the foregoing paragraph shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE VII

Elections of directors need not be by written ballot, except as may otherwise be provided in the Bylaws of the Corporation.

*** * ***

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Incorporation of New Koosharem Corporation as of the [__] day of [_____].

_____

D. Stephen Sorensen, Chief Executive Officer

Annex 7

Reorganized Parent Bylaws

AMENDED AND RESTATED BY-LAWS OF

NEW KOOSHAREM CORPORATION

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ARTICLE I

OFFICES

Section 1.01 Offices. The address of the registered office of New Koosharem Corporation (hereinafter called the "**Corporation**") in the State of Delaware shall be at 3411 Silverside Road, #104, Rodney Building, Wilmington, Delaware 19810, New Castle County. The Corporation may have other offices, both within and without the State of Delaware, as the board of directors of the Corporation (the "**Board of Directors**") from time to time shall determine or the business of the Corporation may require.

Section 1.02 Books and Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be maintained on any information storage device or method; *provided that* the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to applicable law.

ARTICLE II

MEETINGS OF THE STOCKHOLDERS

Section 2.01 Place of Meetings. All meetings of the stockholders shall be held at such place, if any, either within or without the State of Delaware, as shall be designated from time to time by resolution of the Board of Directors and stated in the notice of meeting.

Section 2.02 Annual Meeting. The annual meeting of the stockholders for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held at such date, time and place, if any, as shall be determined by the Board of Directors and stated in the notice of the meeting.

Section 2.03 Special Meetings. Special meetings of stockholders for any purpose or purposes shall be called pursuant to a resolution approved by the Board of Directors, the chairman of the Board of Directors, the president, or the secretary, and may not be called by any other person or persons. The only business which may be conducted at a special meeting shall be the matter or matters set forth in the notice of such meeting.

Section 2.04 Adjournments. Any meeting of the stockholders, annual or special, may be adjourned from time to time to reconvene at the same or some other place, if any, and notice need not be given of any such adjourned meeting if the time, place, if any, thereof and the means of remote communication, if any, are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the

meeting. If after the adjournment a new record date is fixed for stockholders entitled to vote at the adjourned meeting, the Board of Directors shall fix a new record date for notice of the adjourned meeting and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at the adjourned meeting as of the record date fixed for notice of the adjourned meeting.

Section 2.05 Notice of Meetings. Notice of the place, if any, date, hour, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting) and means of remote communication, if any, of every meeting of stockholders shall be given by the Corporation not less than 10 days nor more than 60 days before the meeting (unless a different time is specified by law) to every stockholder entitled to vote at the meeting as of the record date for determining the stockholders entitled to notice of the meeting. Notices of special meetings shall also specify the purpose or purposes for which the meeting has been called. Except as otherwise provided herein or permitted by applicable law, notice to stockholders shall be in writing and delivered personally or mailed to the stockholders at their address appearing on the books of the Corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, notice of meetings may be given to stockholders by means of electronic transmission in accordance with applicable law. Notice of any meeting need not be given to any stockholder who shall, either before or after the meeting, submit a waiver of notice or who shall attend such meeting, except when the stockholder attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Any stockholder so waiving notice of the meeting shall be bound by the proceedings of the meeting in all respects as if due notice thereof had been given.

Section 2.06 List of Stockholders. The officer of the Corporation who has charge of the stock ledger shall prepare a complete list of the stockholders entitled to vote at any meeting of stockholders (provided, however, if the record date for determining the stockholders entitled to vote is less than 10 days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares of each class of capital stock of the Corporation registered in the name of each stockholder at least 10 days before any meeting of the stockholders. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, on a reasonably accessible electronic network if the information required to gain access to such list was provided with the notice of the meeting or during ordinary business hours, at the principal place of business of the Corporation for a period of at least 10 days days before the meeting. If the meeting is to be held at a place, the list shall also be produced and kept at the time and place of the meeting the whole time thereof and may be inspected by any stockholder who is present. If the meeting is held solely by means of remote communication, the list shall also be open for inspection by any stockholder during the whole time of the meeting as provided by applicable law. Except as provided by applicable law, the stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger and the list of stockholders or to vote in person or by proxy at any meeting of stockholders.

Section 2.07 Quorum. Unless otherwise required by law, the Corporation's Amended and Restated Certificate of Incorporation (the "**Certificate of Incorporation**") or these by-laws,

at each meeting of the stockholders, a majority in voting power of the shares of the Corporation entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power, by the affirmative vote of a majority in voting power thereof, to adjourn the meeting from time to time, in the manner provided in Section 2.04, until a quorum shall be present or represented. A quorum, once established, shall not be broken by the subsequent withdrawal of enough votes to leave less than a quorum. At any such adjourned meeting at which there is a quorum, any business may be transacted that might have been transacted at the meeting originally called.

Section 2.08 Conduct of Meetings. The Board of Directors may adopt by resolution such rules and regulations for the conduct of the meeting of the stockholders as it shall deem appropriate. At every meeting of the stockholders, the officer designated by the Board of Directors shall act as chairman of, and preside at, the meeting. The secretary or, in his or her absence or inability to act, the person whom the chairman of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of any meeting of the stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (c) rules and procedures for maintaining order at the meeting and the safety of those present; (d) limitations on attendance at or participation in the meeting to stockholders of record of the corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (e) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (f) limitations on the time allotted to questions or comments by participants.

Section 2.09 Voting; Proxies. Unless otherwise required by law or the Certificate of Incorporation, the election of directors shall be by written ballot and shall be decided by a plurality of the votes cast at a meeting of the stockholders by the holders of stock entitled to vote in the election. Unless otherwise required by law, the Certificate of Incorporation or these by-laws, any matter, other than the election of directors, brought before any meeting of stockholders shall be decided by the affirmative vote of the majority of shares present in person or represented by proxy at the meeting and entitled to vote on the matter. Each stockholder entitled to vote at a meeting of stockholders or to express consent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. Every proxy shall be signed by the stockholder or by his duly authorized attorney. Such proxy must be filed with the Secretary of the Corporation or his or her representative at or before the time of the meeting. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting

in person or by delivering to the secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date. Voting at meetings of stockholders need not be by written ballot.

Section 2.10 Inspectors at Meetings of Stockholders. The Board of Directors, in advance of any meeting of stockholders, may, and shall if required by law, appoint one or more inspectors, who may be employees of the Corporation, to act at the meeting or any adjournment thereof and make a written report thereof. The Board of Directors may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is able to act at a meeting, the person presiding at the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall (a) ascertain the number of shares outstanding and the voting power of each, (b) determine the shares represented at the meeting, the existence of a quorum and the validity of proxies and ballots, (c) count all votes and ballots, (d) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors and (e) certify their determination of the number of shares represented at the meeting and their count of all votes and ballots. The inspectors may appoint or retain other persons or entities to assist the inspectors in the performance of their duties. Unless otherwise provided by the Board of Directors, the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be fixed by the chairman of the meeting and announced at the meeting. No ballot, proxies, votes or any revocation thereof or change thereto, shall be accepted by the inspectors after the closing of the polls unless the Court of Chancery of the State of Delaware upon application by a stockholder shall determine otherwise. In determining the validity and counting of proxies and ballots cast at any meeting of stockholders, the inspectors may consider such information as is permitted by applicable law. No person who is a candidate for office at an election may serve as an inspector at such election.

Section 2.11 Written Consent of Stockholders Without a Meeting. Any action to be taken at any annual or special meeting of stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action to be so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered (by hand or by certified or registered mail, return receipt requested) to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Every written consent shall bear the date of signature of each stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this Section 2.11, written consents signed by a sufficient number of holders to take action are delivered to the Corporation as aforesaid. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall, to the extent required by applicable law, be given to those stockholders who have not consented in writing, and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the Corporation.

Section 2.12 Fixing the Record Date.

(a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 60 nor less than 10 days before the date of such meeting. If the Board of Directors so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board of Directors determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; *provided, however,* that the Board of Directors may fix a new record date for the determination of stockholders entitled to vote at the adjourned meeting and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for the determination of stockholders entitled to vote therewith at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than 10 days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting: (i) when no prior action by the Board of Directors is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery (by hand, or by certified or registered mail, return receipt requested) to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded and (ii) if prior action by the Board of Directors is required by law, the record date for such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

ARTICLE III

BOARD OF DIRECTORS

Section 3.01 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The Board of Directors may adopt such rules and procedures, not inconsistent with the Certificate of Incorporation, these by-laws or applicable law, as it may deem proper for the conduct of its meetings and the management of the Corporation.

Section 3.02 Number; Term of Office. The Board of Directors shall consist of not more than nine nor less than three members. Each director shall hold office until a successor is duly elected and qualified or until the director's earlier death, resignation, disqualification or removal.

Section 3.03 Newly Created Directorships and Vacancies. Any newly created directorships resulting from an increase in the authorized number of directors and any vacancies occurring in the Board of Directors, may be filled solely by the affirmative votes of a majority of the remaining members of the Board of Directors, although less than a quorum, or by a sole remaining director, in each case subject to the terms of the [Reorganized Parent] Stockholders Agreement, dated as of [__], as it may be amended, modified, or supplemented from time to time. A director so elected shall be elected to hold office until the earlier of the expiration of the term of office of the director whom he or she has replaced, a successor is duly elected and qualified or the earlier of such director's death, resignation or removal.

Section 3.04 Resignation. Any director may resign at any time by notice given in writing or by electronic transmission to the Corporation. Such resignation shall take effect at the date of receipt of such notice by the Corporation or at such later time as is therein specified.

Section 3.05 Removal. Except as prohibited by applicable law or the Certificate of Incorporation, the stockholders entitled to vote in an election of directors may remove any director from office at any time, with or without cause, by the affirmative vote of a majority in voting power thereof.

Section 3.06 Fees and Expenses. Directors shall receive such fees and expenses as the Board of Directors shall from time to time prescribe.

Section 3.07 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such times and at such places as may be determined from time to time by the Board of Directors or its chairman.

Section 3.08 Special Meetings. Special meetings of the Board of Directors may be held at such times and at such places as may be determined by the chairman or by a majority of the Board of Directors on at least 24 hours notice to each director given by one of the means specified in Section 3.11 hereof other than by mail or on at least three days notice if given by mail. Special meetings shall be called by the chairman, by a majority of the Board of Directors, or by the president, in like manner and on like notice on the written request of any two or more directors.

Section 3.09 Telephone Meetings. Board of Directors or Board of Directors committee meetings may be held by means of telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other and be heard. Participation by a director in a meeting pursuant to this Section 3.09 shall constitute presence in person at such meeting.

Section 3.10 Adjourned Meetings. A majority of the directors present at any meeting of the Board of Directors, including an adjourned meeting, whether or not a quorum is present, may adjourn and reconvene such meeting to another time and place. At least 24 hours notice of any adjourned meeting of the Board of Directors shall be given to each director whether or not present at the time of the adjournment, if such notice shall be given by one of the means specified in Section 3.11 hereof other than by mail, or at least three days notice if by mail. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

Section 3.11 Notices. Subject to Section 3.08, Section 3.10 and Section 3.12 hereof, whenever notice is required to be given to any director by applicable law, the Certificate of Incorporation or these by-laws, such notice shall be deemed given effectively if given in person or by telephone, mail addressed to such director at such director's address as it appears on the records of the Corporation, facsimile, e-mail or by other means of electronic transmission.

Section 3.12 Waiver of Notice. Whenever notice to directors is required by applicable law, the Certificate of Incorporation or these by-laws, a waiver thereof, in writing signed by, or by electronic transmission by, the director entitled to the notice, whether before or after such notice is required, shall be deemed equivalent to notice. Attendance by a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special Board of Directors or committee meeting need be specified in any waiver of notice.

Section 3.13 Organization. At each meeting of the Board of Directors, the chairman or, in his or her absence, another director selected by the Board of Directors shall preside. The secretary shall act as secretary at each meeting of the Board of Directors. If the secretary is absent from any meeting of the Board of Directors, an assistant secretary shall perform the duties of secretary at such meeting; and in the absence from any such meeting of the secretary and all assistant secretaries, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

Section 3.14 Quorum of Directors. The presence of a majority of the Board of Directors shall be necessary and sufficient to constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 3.15 Action By Majority Vote. Except as otherwise expressly required by these by-laws, the Certificate of Incorporation or by applicable law, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 3.16 Action Without Meeting. Unless otherwise restricted by the Certificate of Incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all directors or members of such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writings or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or committee in accordance with applicable law.

Section 3.17 Committees of the Board of Directors. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. If a member of a committee shall be absent from any meeting, or disqualified from voting at such meeting, the remaining member or members present at the meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by applicable law, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers that may require it to the extent so authorized by the Board of Directors. Unless the Board of Directors provides otherwise, at all meetings of such committee, a majority of the then authorized members of the committee shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the committee present at any meeting at which there is a quorum shall be the act of the committee. Each committee shall keep regular minutes of its meetings. Unless the Board of Directors provides otherwise, each committee designated by the Board of Directors may make, alter and repeal rules and procedures for the conduct of its business. In the absence of such rules and procedures each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to this Article III.

ARTICLE IV

OFFICERS

Section 4.01 Positions and Election. The officers of the Corporation shall be elected annually by the Board of Directors and shall include a president, a treasurer and a secretary. The Board of Directors, in its discretion, may also elect a chairman (who must be a director), one or more vice chairmen (who must be directors) and one or more vice presidents, assistant treasurers, assistant secretaries and other officers. Any two or more offices may be held by the same person.

Section 4.02 Term. Each officer of the Corporation shall hold office until such officer's successor is elected and qualified or until such officer's earlier death, resignation or removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors at any time with or without cause by the majority vote of the members of the Board of Directors then in office. The removal of an officer shall be without prejudice to his or her contract rights, if any. The election or appointment of an officer shall not of itself create contract rights. Any officer of the Corporation may resign at any time by giving written notice

of his or her resignation to the president or the secretary. Any such resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Should any vacancy occur among the officers, the position shall be filled for the unexpired portion of the term by appointment made by the Board of Directors.

Section 4.03 The President. The president shall have general supervision over the business of the Corporation and other duties incident to the office of president, and any other duties as may be from time to time assigned to the president by the Board of Directors and subject to the control of the Board of Directors in each case.

Section 4.04 Vice Presidents. Each vice president shall have such powers and perform such duties as may be assigned to him or her from time to time by the chairman of the Board of Directors or the president.

Section 4.05 The Secretary. The secretary shall attend all sessions of the Board of Directors and all meetings of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for committees when required. He or she shall give, or cause to be given, notice of all meetings of the stockholders and meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the president. The secretary shall keep in safe custody the seal of the Corporation and have authority to affix the seal to all documents requiring it and attest to the same.

Section 4.06 The Treasurer. The treasurer shall have the custody of the corporate funds and securities, except as otherwise provided by the Board of Directors, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and the directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his or her transactions as treasurer and of the financial condition of the Corporation.

Section 4.07 Duties of Officers May be Delegated. In case any officer is absent, or for any other reason that the Board of Directors may deem sufficient, the president or the Board of Directors may delegate for the time being the powers or duties of such officer to any other officer or to any director.

ARTICLE V

STOCK CERTIFICATES AND THEIR TRANSFER

Section 5.01 Certificates Representing Shares. The shares of stock of the Corporation shall be represented by certificates; provided that the Board of Directors may provide by resolution or resolutions that some or all of any class or series shall be uncertificated

shares that may be evidenced by a book-entry system maintained by the registrar of such stock. If shares are represented by certificates, such certificates shall be in the form, other than bearer form, approved by the Board of Directors. The certificates representing shares of stock of each class shall be signed by, or in the name of, the Corporation by the chairman, any vice chairman, the president or any vice president, and by the secretary, any assistant secretary, the treasurer or any assistant treasurer. Any or all such signatures may be facsimiles. Although any officer, transfer agent or registrar whose manual or facsimile signature is affixed to such a certificate ceases to be such officer, transfer agent or registrar before such certificate has been issued, it may nevertheless be issued by the Corporation with the same effect as if such officer, transfer agent or registrar were still such at the date of its issue.

Section 5.02 Transfers of Stock. Stock of the Corporation shall be transferable in the manner prescribed by law and in these by-laws. Transfers of stock shall be made on the books of the Corporation only by the holder of record thereof, by such person's attorney lawfully constituted in writing and, in the case of certificated shares, upon the surrender of the certificate thereof, which shall be cancelled before a new certificate or uncertificated shares shall be issued. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred. To the extent designated by the president or any vice president or the treasurer of the Corporation, the Corporation may recognize the transfer of fractional uncertificated shares, but shall not otherwise be required to recognize the transfer of fractional shares.

Section 5.03 Transfer Agents and Registrars. The Board of Directors may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or more registrars.

Section 5.04 Lost, Stolen or Destroyed Certificates. The Board of Directors may direct a new certificate or uncertificated shares to be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed upon the making of an affidavit of that fact by the owner of the allegedly lost, stolen or destroyed certificate. When authorizing such issue of a new certificate or uncertificated shares, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of the lost, stolen or destroyed certificate, or the owner's legal representative to give the Corporation a bond sufficient to indemnify it against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed or the issuance of such new certificate or uncertificated shares.

ARTICLE VI

INDEMNIFICATION

Section 6.01 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "**proceeding**"), by reason of the fact that he or she or a person of whom he or she is the legal representative is or was a director or an officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of any other corporation or of a partnership, joint venture,

trust or other enterprise, including service with respect to any employee benefit plan (hereinafter an "**indemnitee**"), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law ("**GCL**"), as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties under the Employee Retirement Income Security Act of 1974, as amended, and amounts paid or to be paid in settlement) reasonably incurred by such indemnitee in connection therewith; *provided*, *however*, that except as provided in Section 6.03 with respect to proceedings seeking to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee seeking indemnification in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors.

Section 6.02 Right to Advancement of Expenses. The right to indemnification conferred in Section 6.01 shall include the right to be paid by the Corporation the expenses (including attorneys' fees) incurred in defending any such proceeding in advance of its final disposition (hereinafter an "**advancement of expenses**"); *provided*, *however*, that, if the GCL requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "**undertaking**"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "**final adjudication**") that such indemnitee is not entitled to be indemnified for such expenses under this Section 6.02 or otherwise.

Section 6.03 Right of Indemnitee to Bring Suit. If a claim under Section 6.01 or Section 6.02 is not paid in full by the Corporation within 30 days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right of an advancement of expenses) it shall be a defense that, and (ii) in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the GCL. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or stockholders) to have made a determination prior to the commencement of such action that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the GCL, nor an actual determination by the Corporation (including its Board of Directors,

independent legal counsel or stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VI or otherwise shall be on the Corporation.

Section 6.04 Non-Exclusivity of Rights. The right to indemnification and the advancement of expenses conferred in this Article VI shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, provision of these by-laws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 6.05 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the GCL.

Section 6.06 Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and rights to the advancement of expenses, to any employee or agent of the Corporation to the fullest extent of the provisions of this Article VI with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

Section 6.07 Contract Rights. The rights to indemnification and to the advancement of expenses conferred in Section 6.01 and Section 6.02 shall be contract rights and such rights shall continue as to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators.

ARTICLE VII

GENERAL PROVISIONS

Section 7.01 Seal. The seal of the Corporation shall be in such form as shall be approved by the Board of Directors. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise, as may be prescribed by law or custom or by the Board of Directors.

Section 7.02 Fiscal Year. The fiscal year of the Corporation shall begin on January 1 and end on December 31 of each year.

Section 7.03 Checks, Notes, Drafts, Etc. All checks, notes, drafts or other orders for the payment of money of the Corporation shall be signed, endorsed or accepted in the name of the Corporation by such officer, officers, person or persons as from time to time may be

designated by the Board of Directors or by an officer or officers authorized by the Board of Directors to make such designation.

Section 7.04 Dividends. Subject to applicable law and the Certificate of Incorporation, dividends upon the shares of capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting of the Board of Directors. Dividends may be paid in cash, in property or in shares of the Corporation's capital stock, unless otherwise provided by applicable law or the Certificate of Incorporation.

Section 7.05 Conflict With Applicable Law or Certificate of Incorporation. These by-laws are adopted subject to any applicable law and the Certificate of Incorporation. Whenever these by-laws may conflict with any applicable law or the Certificate of Incorporation, such conflict shall be resolved in favor of such law or the Certificate of Incorporation.

ARTICLE VIII

AMENDMENTS

Section 8.01 Amendments. These by-laws may be amended, altered, changed, adopted and repealed or new by-laws adopted by the Board of Directors. The stockholders may make additional by-laws and may alter and repeal any by-laws whether such by-laws were originally adopted by them or otherwise.

Annex 8

Compensation of Insider Directors and Officers of the Reorganized Debtors

D. Stephen Sorensen:

D. Stephen Sorensen will continue in his positions as Chief Executive Officer and Director of the Reorganized Debtors. Mr. Sorensen joined Select Staffing in 1987, opening its third branch office. Mr. Sorensen became the controlling shareholder of the Debtors in 1999, when he also became the Debtors' Chairman and Chief Executive Officer. Prior to joining Select in 1987, Mr. Sorensen acquired over ten years of experience in the financial and banking industries working as a Tax Consultant for Arthur Andersen & Company, a Venture Capital Analyst for Golder Thoma Cressey Rauner, and a Junior Banker Loan Officer at the Mark Twain Bank. He holds a bachelor's degree in Accounting from Brigham Young University and a Masters of Business Administration with an emphasis on Finance from the University of Chicago.

The Reorganized Debtors will enter into a three-year employment contract with D. Stephen Sorensen, providing for $650,000 annual salary. Mr. Sorensen will be eligible for performance bonuses not to exceed 200% of the annual salary on the basis of actual performance relative to specific, pre-determined performance goals developed by the compensation committee appointed by the New Board within the first three months of each calendar year, which goals shall be the same as goals for other senior executives. Mr. Sorensen will also be eligible for retention payments during the three-year term of $500,000 annually. Mr. Sorensen may also be entitled to receive certain restricted stock, severance payments, stock options and other benefits as set forth in the Employment Agreement attached as Exhibit H to the Plan.

Paul Sorensen:

Paul J. Sorensen will continue in his position as President. Mr. Sorensen is an existing minority shareholder in the Debtors and the brother of D. Stephen Sorensen. Mr. Sorensen joined Select Staffing in 2001 and has served as President since 2007. Prior to 2007, Mr. Sorensen served as Regional Vice President and Regional Manager of several of the company's largest markets. Prior to joining Select, Mr. Sorensen worked in management consulting at Booz & Co., Bain & Company and Computer Sciences Corporation in New York, Los Angeles and San Francisco. Mr. Sorensen completed his undergraduate studies at Brigham Young University where he graduated Magna Cum Laude and with honors with a dual degree in Accounting and French Literature and he received his Masters of Business Administration from Harvard Business School.

The Reorganized Debtors will enter into a three-year employment contract with Paul J. Sorensen, providing for $430,000 annual salary. Mr. Sorensen will be eligible for performance bonuses not to exceed 200% of the annual salary on the basis of actual performance relative to specific, pre-determined performance goals, with any Company-specific annual performance metric to be the same as those approved by the New Board for other senior executives in addition to any annual performance metrics established for Mr. Sorensen by the Compensation Committee of the New

Board in consultation with the Chief Executive Officer. Mr. Sorensen will be entitled to participate in the Management Incentive Plan, and will also be entitled to receive certain severance payments and other benefits, including continued participation in the house equity sharing arrangement described in Article II.E.4 of the Disclosure Statement.

Annex 9

Identification of Directors and Officers of the Reorganized Debtors

Directors:

On the Effective Date, the New Board of Reorganized parent will be comprised of the following directors: D. Stephen Sorensen, Al Aguirre, Gregory A. Netland, Gary DiCamillo, and Stephen J Giusto. The biographical information regarding the independent directors of the New Board is attached to the Disclosure Statement as Exhibit I thereto. Biographical information regarding Mr. Sorensen is included on Annex 8 hereto.

The boards of directors or analogous governing body of each of the Reorganized Subsidiaries shall consist of Mr. Sorensen and two of the independent directors of the New Board.

Officers:

Officers of each of the Debtors immediately prior to the Effective Date will remain officers of each of the Reorganized Debtors on the Effective Date, subject to the ability of the New Board to remove such officers. The compensation of insiders continuing in such positions is identified on Annex 8 hereto.

Annex 10

Schedule of Rejected Executory Contracts and Unexpired Leases

None.

Annex 11

Management Incentive Plan

New Koosharem Corporation

2014 Stock Incentive Plan

1. Purpose. The purpose of the New Koosharem Corporation 2014 Stock Incentive Plan is to further align the interests of participants with those of the shareholders by providing incentive compensation opportunities tied to the performance of the Common Stock and by promoting increased ownership of the Common Stock by such individuals. The Plan is also intended to advance the interests of the Company and its shareholders by attracting, retaining and motivating key personnel upon whose judgment, initiative and effort the successful conduct of the Company's business is largely dependent, as part of a management equity plan designed to comply with Regulation D or Rule 701, as applicable, promulgated under the Securities Act.

2. Definitions. Wherever the following capitalized terms are used in the Plan, they shall have the meanings specified below:

"*Affiliate*" shall mean any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Company (within the meaning of the Exchange Act).

"*Award*" means an award of a Stock Option, Restricted Stock Award, or Restricted Stock Unit Award granted under the Plan.

"*Award Agreement*" means an agreement entered into between the Company and a Participant setting forth the terms and conditions of an Award granted to a Participant, as provided in Section 11.1 hereof.

"*Board*" means the Board of Directors of the Company.

"*Cause*" shall have the meaning set forth in Section 9.2(b) hereof.

"*Change in Control*" shall mean: (i) the acquisition by a Person or group of Persons (other than one or more Permitted Holders) of Common Stock of the Company that constitutes at least 50% of the total fair market value or the total voting power of the Common Stock of the Company then outstanding, (B) a merger, amalgamation, consolidation or similar transaction that results in the stockholders of the Company, as of immediately prior to such transaction, together with the Permitted Holders, ceasing to collectively and beneficially own at least 50% of the outstanding Common Stock of the surviving or resulting corporation as of immediately following such transaction, or (C) a sale of at least 40% of the assets of the Company (or any Affiliate or subsidiary of the Company holding substantially all of the assets of the Company on a consolidated basis) to a Person or a group of Persons (other than one or more Permitted Holders) in a twelve (12) month period, measured from the date of the most recent acquisition of the Company's (or such Affiliate's or subsidiary's) assets by such Person or group of Persons.

"*Code*" means the United States Internal Revenue Code of 1986, as amended.

"*Committee*" means the Compensation Committee of the Board, or such other committee of the Board appointed by the Board to administer the Plan, or the full Board if no such committee is appointed.

"*Common Stock*" means the Company's common stock, par value $.01 per share.

"*Company*" means New Koosharem Corporation, a Delaware corporation.

"*Date of Grant*" means the date on which an Award under the Plan is granted by the Committee, or such later date as the Committee may specify to be the effective date of an Award.

"*Disability*" means, unless otherwise provided in an Award Agreement or as set forth in an employment agreement between a Participant and the Company, a Participant being considered "disabled" within the meaning of Section 409A(a)(2)(C) of the Code and the regulations thereunder.

"*Eligible Person*" means any person who is an employee, director, or consultant of the Company or any of its Subsidiaries.

"*Exchange Act*" means the United States Securities Exchange Act of 1934, as amended.

"*Fair Market Value*" of a share of Common Stock shall be the fair market value of such share as determined by the Committee in its discretion, and to the extent deemed appropriate by the Committee, based upon a recent transaction price per share or third-party valuation of the Common Stock and, to the extent necessary, shall be determined in a manner consistent with Section 409A of the Code and Treasury Regulation 1.409A-1(b)(5)(iv), as well as any successor regulation or interpretation; provided, that in the event the Common Stock is publicly traded as of the date of any determination hereunder, "Fair Market Value" shall be determined by reference to the closing trading price of the Common Stock on the trading date immediately prior to such date of determination.

"*Good Reason*" means unless otherwise provided in an applicable Award Agreement or as set forth in a written employment agreement between a Participant and the Company, the occurrence of any of the following changes to a Participant's employment, (i) a material adverse diminution in the Participant's duties and responsibilities; (ii) the Participant's base salary or other compensation is materially reduced, other than in connection with a region-wide or company-wide pay cut/furlough program; or (iii) a material change in the geographic location of the Participant's principal place of business of more than fifty (50) miles from the Participant's location at the time an Award is granted; provided that in any event the Participant has provided written notice (which shall set forth in reasonable detail the specific conduct of the Company that constitutes Good Reason and the specific provisions of this Plan on which Participant relies) to the Company of the existence of any condition described in any one of the above subparagraphs within thirty (30) days of the initial existence of such condition, and the Company has not cured the condition within thirty (30) days of the receipt of such notice. For the avoidance of doubt, Good Reason shall not exist hereunder unless and until the thirty-day cure period following receipt by the Company of the Participant's written notice expires and the

Company shall not have cured such circumstances, and in such case Participant's employment shall terminate for Good Reason on the day following expiration of such thirty-day cure period. For the avoidance of doubt, a mere change in title and/or reporting relationship shall not be grounds for a claim of Good Reason.

"*Incentive Stock Option*" means a Stock Option granted under Section 6 hereof that is intended to meet the requirements of Section 422 of the Code and the regulations thereunder.

"*Nonqualified Stock Option*" means a Stock Option granted under Section 6 hereof that is not an Incentive Stock Option.

"*Participant*" means any Eligible Person who holds an outstanding Award under the Plan.

"*Permitted Holder*" means (a) Anchorage Capital Master OffShore, Ltd., (b) GRF Master Fund II, L.P., (c) Blue Mountain Credit Alternatives Master Fund L.P., (d) BlueMountain Distressed Master Fund L.P., (e) BlueMountain Guadalupe Peak Fund L.P., (f) BlueMountain Kicking Horse Fund L.P., (g) BlueMountain Long/Short Credit Master Fund L.P., (h) BlueMountain Montenvers Master Fund SCA SICAV-SIF, (i) BlueMountain Long/Short Credit and Distressed Reflection Fund, a sub-fund of AAI BlueMountain Fund PLC, (j) BlueMountain Timberline Ltd., (k) BlueMountain Strategic Credit Master Fund L.P., (l) BlueMountain Credit Opportunities Master Fund I L.P., (m) Pine River Fixed Income Master Fund Ltd., (n) LMA SPC for and on behalf of the MAP 89 Segregated Portfolio, (o) Pine River Opportunistic Credit Master Fund Ltd., (p) Pine River Master Fund Ltd., (q) Pine River Credit Relative Value Master Fund Ltd., (r) Marblegate Special Opportunities Master Fund, L.P., (s) Redwood Master Fund, Ltd., (t) each Affiliate of the foregoing, (u) in the case of any of the foregoing that is, or is managed by, an investment manager, such investment manager, any of such investment manager's Affiliates, and each fund or pooled investment fund managed by such investment manager or any of such investment manager's Affiliates.

"*Person*" means an individual, partnership, corporation, unincorporated organization, joint stock company, limited liability company, trust, joint venture or other legal entity, or a governmental agency or political subdivision thereof.

"*Plan*" means the New Koosharem Corporation 2014 Stock Incentive Plan as set forth herein, effective as provided in Section 13.1 hereof and as may be amended from time to time.

"*Qualified Initial Public Offering*" or "*IPO*" means the first underwritten public offering of the Common Stock covering the offer and sale of Common Stock for the account of the Company underwritten by a reputable nationally recognized underwriter pursuant to which the Common Stock will be quoted on the NASDAQ or NYSE.

"*Qualified Liquidity Event*" or "*QLE*" means the occurrence of either (i) a Qualified Initial Public Offering or (ii) a Change in Control.

"*Restricted Stock Award*" means a grant of shares of Common Stock to an Eligible Person under Section 7 hereof that are issued subject to such vesting and transfer restrictions as the Committee shall determine, and such other conditions, as are set forth in the Plan and the applicable Award Agreement.

"*Restricted Stock Unit Award*" means a grant of a right to receive shares of Common Stock (or other consideration based on the value of shares of Common Stock) to an Eligible Person under Section 8 hereof that are issued subject to such vesting and transfer restrictions as the Committee shall determine, and such other conditions, as are set forth in the Plan and the applicable Award Agreement.

"*Securities Act*" means the United States Securities Act of 1933, as amended.

"*Service*" means a Participant's service as an employee, director, consultant of the Company or any of its Subsidiaries, as applicable.

"*Stock Option*" means a grant to an Eligible Person under Section 6 hereof to purchase shares of Common Stock at such time and price, and subject to such conditions, as are set forth in the Plan and the applicable Award Agreement.

"*Subsidiary*" means an entity (whether or not a corporation) that is wholly or majority owned or controlled, directly or indirectly, by the Company, or any other Affiliate of the Company that is so designated, from time to time, by the Committee, during the period of such affiliated status; provided, however, that with respect to Incentive Stock Options, the term "Subsidiary" shall include only an entity that qualifies under Section 424(f) of the Code as a "subsidiary corporation" with respect to the Company.

3. Administration.

3.1 *Committee Members*. The Plan shall be administered by the Committee, which shall be comprised of two or more independent, non-employee members of the Board, and the term "Committee" shall apply to any person or persons to whom such authority has been delegated. The Committee shall have the right, from time to time, to delegate to one or more officers of the Company the authority of the Committee to grant and determine the terms and conditions of Awards granted under the Plan, subject to the requirements of Section 157(c) of the Delaware General Corporation Law (or any successor provision) and such other limitations as the Committee shall determine. The Committee shall also be permitted to delegate, to any appropriate officer or employee of the Company, responsibility for performing certain ministerial functions under the Plan. In the event that the Committee's authority is delegated to officers or employees in accordance with the foregoing, all provisions of the Plan relating to the Committee shall be interpreted in a manner consistent with the foregoing by treating any such reference as a reference to such officer or employee for such purpose. Any action undertaken in accordance with the Committee's delegation of authority hereunder shall have the same force and effect as if such action was undertaken directly by the Committee and shall be deemed for all purposes of the Plan to have been taken by the Committee.

3.2 *Committee Authority*. The Committee shall have such powers and authority as may be necessary or appropriate for the Committee to carry out its functions as described in the

Plan. Subject to the express limitations of the Plan, the Committee shall have authority in its discretion to determine the Eligible Persons to whom, and the time or times at which, Awards may be granted, the number of shares subject to each Award, the purchase price of an Award (if any), the time or times at which an Award will become vested, exercisable or payable, the performance criteria, performance goals and other conditions of an Award, the duration of the Award, and all other terms of the Award. Subject to the terms of the Plan, the Committee shall have the authority to amend the terms of an Award in any manner that is not inconsistent with the Plan, provided that no such action shall adversely affect the rights of a Participant with respect to an outstanding Award without the Participant's consent. The Committee shall also have discretionary authority to interpret the Plan, to make all factual determinations under the Plan, and to make all other determinations necessary or advisable for Plan administration, including, without limitation, to correct any defect, to supply any omission or to reconcile any inconsistency in the Plan or any Award Agreement hereunder. The Committee may prescribe, amend, and rescind rules and regulations relating to the Plan. The Committee's determinations under the Plan need not be uniform and may be made by the Committee selectively among Participants and Eligible Persons, whether or not such persons are similarly situated. The Committee shall, in its discretion, consider such factors as it deems relevant in making its interpretations, determinations and actions under the Plan including, without limitation, the recommendations or advice of any officer or employee of the Company or such attorneys, consultants, accountants or other advisors as it may select. All interpretations, determinations, and actions by the Committee shall be final, conclusive, and binding upon all parties.

4. Shares Subject to the Plan.

4.1 *Number of Shares Reserved*. Subject to adjustment pursuant to Section 4.2 hereof, the number of shares of Common Stock which may be issued under all (a) Awards granted to Participants under the Plan shall be **[___]** shares and (b) Incentive Stock Options granted to Participants under the Plan shall be **[___]** shares. Shares of Common Stock issued under the Plan may be either authorized but unissued or shares held in the Company's treasury. If any Awards expire unexercised or are otherwise forfeited, canceled or terminated, the shares of Common Stock which were subject to such Awards shall again be available for grants of Awards under the Plan to the extent of such forfeiture, cancellation or termination.

4.2 *Adjustments*. If there shall occur any change with respect to the outstanding shares of Common Stock by reason of any recapitalization, reclassification, stock dividend, extraordinary dividend, stock split, reverse stock split, or other distribution with respect to the shares of Common Stock, or any merger, reorganization, consolidation, combination, spin-off, or other similar corporate change, or any other change affecting the Common Stock, the Committee shall, in the manner and to the extent it considers equitable to the Participants and consistent with the terms of the Plan, cause an adjustment to be made to (i) the number and kind of shares of Common Stock, units, or other rights (including cancellation of the awards in exchange for a cash payment) subject to then outstanding Awards, (ii) the exercise price or base price for each share or unit or other right subject to then outstanding Awards, and (iii) any other terms of an Award that are affected by the event. Notwithstanding the foregoing, (a) any such adjustments shall, to the extent necessary, be made in a manner consistent with the requirements of Section 409A of the Code, and (b) in the case of Incentive Stock Options, any such adjustments shall, to the extent practicable, be made in a manner consistent with the requirements of Section 424(a) of

the Code. In addition, the Committee shall have the discretionary authority to make any of the foregoing adjustments in the event of any other material corporate transaction (including a joint venture transaction) involving the Company or any Affiliate, including by substituting (x) a different form of Award or (y) the equity securities of an Affiliate for the Common Stock of the Company under the Plan and outstanding Awards, if in the good faith discretion of the Committee such adjustment is necessary or advisable for purposes of compliance with securities law or other regulatory requirements.

5. Eligibility and Awards. Any Eligible Person may be selected by the Committee to receive an Award and become a Participant under the Plan. The Committee has the authority, in its discretion, to determine and designate from time to time those Eligible Persons who are to be granted Awards, the types of Awards to be granted, the number of shares of Common Stock subject to Awards to be granted and the terms and conditions of such Awards consistent with the terms of the Plan. In selecting Eligible Persons to be Participants, and in determining the type and amount of Awards to be granted under the Plan, the Committee shall consider any and all factors that it deems relevant or appropriate.

6. Stock Options.

6.1 *Grant of Stock Options*. A Stock Option may be granted to any Eligible Person selected by the Committee. Subject to the provisions of Section 6.6 hereof and Section 422 of the Code, each Stock Option shall be designated, in the discretion of the Committee, as an Incentive Stock Option or as a Nonqualified Stock Option. All Stock Options granted under the Plan are intended to comply with the requirements for exemption under Section 409A of the Code.

6.2 *Exercise Price*. The exercise price per share of a Stock Option shall not be less than one hundred percent (100%) of the Fair Market Value of the shares of Common Stock on the Date of Grant. The Committee may, in its discretion, specify for any Stock Option an exercise price per share that is higher than the Fair Market Value on the Date of Grant.

6.3 *Vesting of Stock Options*. The Committee shall in its discretion prescribe the time or times at which, or the conditions upon which, a Stock Option or portion thereof shall become vested and/or exercisable. The requirements for vesting and exercisability of a Stock Option may be based on the continued Service of the Participant, on the attainment of specified performance goals or on such other terms and conditions as approved by the Committee in its discretion. The vesting and exercisability of a Stock Option may be accelerated by, and may be dependent upon, in whole or in part, the occurrence of a Qualified Liquidity Event.

6.4 *Term of Stock Options*. The Committee shall, in its discretion, prescribe in an Award Agreement the period during which a vested Stock Option may be exercised, provided, however, that the maximum term of a Stock Option shall be ten (10) years from the Date of Grant. A Stock Option may be earlier terminated as specified by the Committee and set forth in an Award Agreement upon or following the termination of a Participant's Service with the Company or any Subsidiary. Except as otherwise provided in this Section 6 or in an Award Agreement, no Stock Option may be exercised at any time during the term thereof unless the

Participant is then in the Service of the Company or one of its Subsidiaries, as determined in accordance with Section 11.2 hereof.

6.5 *Stock Option Exercise; Tax Withholding*. Subject to such terms and conditions as specified in an Award Agreement, a vested Stock Option may be exercised in whole or in part at any time during the term thereof by notice in the form required by the Company, together with payment of the aggregate exercise price therefore, provided that arrangements satisfactory to the Company have been made with respect to any applicable withholding tax, pursuant to Section 12.4 hereof. Payment of the exercise price shall be made in the manner set forth in the Award Agreement, if so provided in an Award Agreement, or in one or more of the following forms of payment: (i) in cash or by cash equivalent acceptable to the Committee, (ii) in shares of Common Stock, valued at the Fair Market Value of such shares on the date of exercise, (iii) by reduction in the number of shares of Common Stock otherwise deliverable upon exercise of such Stock Option with a Fair Market Value equal to the aggregate exercise price of such Stock Option at the time of exercise, (iv) by a combination of the foregoing methods, or (v) by such other method as may be approved by the Committee and set forth in the Award Agreement.

6.6 *Additional Rules for Incentive Stock Options*.

a) *Eligibility*. An Incentive Stock Option may only be granted to an Eligible Person who is considered an employee for purposes of Treasury Regulation §1.421−7(h) with respect to the Company or any Subsidiary that qualifies as a "subsidiary corporation" with respect to the Company for purposes of Section 424(f) of the Code.

b) Annual Limits. No Incentive Stock Option shall be granted to a Participant as a result of which the aggregate Fair Market Value (determined as of the Date of Grant) of Common Stock with respect to which incentive stock options under Section 422 of the Code are exercisable for the first time in any calendar year under the Plan and any other stock option plans of the Company or any subsidiary or parent corporation, would exceed $100,000, determined in accordance with Section 422(d) of the Code. This limitation shall be applied by taking stock options into account in the order in which granted.

c) Termination of Employment. An Award of an Incentive Stock Option may provide that such Stock Option may be exercised not later than three (3) months following termination of employment of the Participant with the Company and all Subsidiaries, or not later than one (1) year following a permanent and total disability within the meaning of Section 22(e)(3) of the Code, as and to the extent determined by the Committee to comply with the requirements of Section 422 of the Code.

d) Other Terms and Conditions; Nontransferability. Any Incentive Stock Option granted hereunder shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as are deemed necessary or desirable by the Committee, which terms, together with the terms of the Plan, shall be intended and interpreted to cause such Incentive Stock Option to qualify as an "incentive stock option" under Section 422 of the Code. An Award Agreement for an Incentive Stock Option may provide that such Stock Option shall be treated as a Nonqualified Stock Option to the extent that certain requirements applicable to "incentive stock options" under the Code shall not be satisfied. An Incentive Stock Option shall

by its terms be nontransferable other than by will or by the laws of descent and distribution, and shall be exercisable during the lifetime of a Participant only by such Participant.

e) Disqualifying Dispositions. If shares of Common Stock acquired by exercise of an Incentive Stock Option are disposed of within two (2) years following the Date of Grant or one (1) year following the transfer of such shares to the Participant upon exercise, the Participant shall, promptly following such disposition, notify the Company in writing of the date and terms of such disposition and provide such other information regarding the disposition as the Company may reasonably require.

7. Restricted Stock Awards.

7.1 *Grant of Restricted Stock Awards*. A Restricted Stock Award may be granted to any Eligible Person selected by the Committee. The Committee may require the payment by the Participant of a specified purchase price in connection with any Restricted Stock Award. The Committee may provide in an Award Agreement for the payment of dividends and distributions to the Participant at such times as paid to stockholders generally or at the times of vesting or other payment of the Restricted Stock Award.

7.2 *Vesting Requirements*. The restrictions imposed on shares granted under a Restricted Stock Award shall lapse in accordance with the vesting requirements specified by the Committee in the Award Agreement. The requirements for vesting of a Restricted Stock Award may be based on the continued Service of the Participant, on the attainment of specified performance goals or on such other terms and conditions as approved by the Committee in its discretion. The vesting of a Restricted Stock Award may be accelerated by, and may be dependent upon, in whole or in part, the occurrence of a Qualified Liquidity Event. If the vesting requirements of a Restricted Stock Award shall not be satisfied, the Award shall be forfeited and the shares of Stock subject to the Award shall be returned to the Company.

7.3 *Rights as Shareholder*. Subject to the foregoing provisions of the Plan and the applicable Award Agreement, unless otherwise determined by the Committee, the Participant shall have the rights of a shareholder with respect to the shares granted to the Participant under a Restricted Stock Award, including the right to vote the shares and receive all dividends and other distributions paid or made with respect thereto. Any Common Stock or other securities received as a stock dividend or distribution will be subject to the same restrictions as the underlying Restricted Stock Award.

7.4 *Section 83(b) Election*. If a Participant makes an election pursuant to Section 83(b) of the Code with respect to a Restricted Stock Award, the Participant shall file, within thirty (30) days following the Date of Grant, a copy of such election with the Company and with the Internal Revenue Service, in accordance with the regulations under Section 83 of the Code. The Committee may provide in an Award Agreement that the Restricted Stock Award is conditioned upon the Participant's making or refraining from making an election with respect to the Award under Section 83(b) of the Code.

7.5 *Tax Withholding.* Subject to such terms and conditions as specified in an Award Agreement, the restrictions applicable to a Restricted Stock Award shall not lapse at the time

such Restricted Stock Award vests unless all withholding tax obligations have been satisfied pursuant to Section 12.4 of the Plan.

8. Restricted Stock Unit Awards.

8.1 *Grant of Restricted Stock Unit Awards*. A Restricted Stock Unit Award may be granted to any Eligible Person selected by the Committee. The Committee may require the payment by the Participant of a specified purchase price in connection with any Restricted Stock Unit Award.

8.2 *Payment*. A Restricted Stock Unit Award may be settled by the delivery of shares of Common Stock, their cash equivalent, any combination thereof, or in any other form of consideration, as determined by the Committee and contained in the Award Agreement.

8.3 *Vesting Requirements*. The restrictions or conditions imposed on shares granted under a Restricted Stock Unit Award shall lapse in accordance with the vesting requirements specified by the Committee in the Award Agreement. The requirements for vesting of a Restricted Stock Unit Award may be based on the continued Service of the Participant, on the attainment of specified performance goals or on such other terms and conditions as approved by the Committee in its discretion. The vesting of a Restricted Stock Unit Award may be accelerated by, and may be dependent upon, in whole or in part, the occurrence of a Qualified Liquidity Event. If the vesting requirements of a Restricted Stock Unit Award shall not be satisfied, the Award shall be forfeited. At the time of the grant of a Restricted Stock Unit Award, the Committee, as it deems appropriate, may impose such restrictions or conditions that delay the delivery of the shares of Common Stock (or their cash equivalent) subject to a Restricted Stock Unit Award to a time after the vesting of such Restricted Stock Unit Award.

8.4 *No Rights as Shareholder*. Unless and until shares of Common Stock underlying a Restricted Stock Unit Award are actually delivered to the Participant upon settlement of the Restricted Stock Unit Award, the Participant shall have no rights of a shareholder with respect to the shares granted to the Participant under a Restricted Stock Unit Award, including the right to vote the shares or receive dividends or other distributions paid or made with respect thereto.

8.5 *Dividend Equivalents*. Dividend equivalents may be credited in respect of shares of Common Stock covered by a Restricted Stock Unit Award, as determined by the Committee and contained in the Award Agreement. At the sole discretion of the Committee, such dividend equivalents may be converted into additional shares of Common Stock covered by the Restricted Stock Unit Award in such manner as determined by the Committee. Any such dividend equivalents (including any additional shares covered by the Restricted Stock Unit Award credited by reason of such dividend equivalents) will be subject to all of the same terms and conditions of the underlying Award Agreement to which they relate, including with respect to the vesting and settlement thereof.

8.6 *Tax Withholding.* Subject to such terms and conditions as specified in an Award Agreement, no Restricted Stock Unit Award shall be settled unless all withholding tax obligations have been satisfied pursuant to Section 12.4 of the Plan.

9. Forfeiture Events.

9.1 *General*. The Committee may specify in an Award Agreement at the time of the Award that the Participant's rights, payments and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events shall include, but shall not be limited to, termination of Service for Cause, violation of material Company policies, breach of noncompetition, confidentiality or other restrictive covenants that may apply to the Participant, or other conduct by the Participant that is detrimental to the business or reputation of the Company.

9.2 *Termination for Cause*.

a) *General*. Unless otherwise provided by the Committee and set forth in an Award Agreement or as set forth in a written employment agreement between a Participant and the Company, if a Participant's employment with the Company or any Subsidiary shall be terminated for Cause, such Participant's rights, payments and benefits with respect to an Award shall be subject to cancellation, forfeiture and/or recoupment. The Company shall have the power to determine whether the Participant has been terminated for Cause and the date upon which such termination for Cause occurs. Any such determination shall be final, conclusive and binding upon the Participant. In addition, if the Company shall reasonably determine that a Participant has committed or may have committed any act which could constitute the basis for a termination of such Participant's employment for Cause, the Company may suspend the Participant's rights to exercise any option, receive any payment or vest in any right with respect to any Award pending a determination by the Company of whether an act has been committed which could constitute the basis for a termination for "Cause" as provided in this Section 9.2.

b) *Definition of "Cause"*. For purposes of the Plan, unless otherwise provided in an applicable Award Agreement, "Cause" shall mean the occurrence of either (i) the Participant's violation of any material written policy of the Company; (ii) the Participant's failure to obey the lawful orders of the Board or the Participant's principal reporting officer; (iii) the Participant's gross negligence in the performance of, or willful disregard of, his or her obligations to the Company; (iv) the breach of any of Participant's obligations under his or her employment agreement (if any), restrictive covenants agreement (if any), or any other material agreement entered into with the Company; (v) the commission of an act by the Participant constituting financial dishonesty against the Company; (vi) the Participant's indictment or other criminal charge for, or conviction of or entering a plea of guilty or nolo contendere to, a crime constituting a felony; or (vii) the commission of any act of dishonesty or moral turpitude by the Participant which is, or is reasonably likely to be, detrimental to the Company. For the purposes of this definition, "Company" shall include any Affiliate or Subsidiary of the Company and any entity with whom the Participant holds a position at the request of the Company.

10. Restrictions on Transfer. Awards under the Plan shall not be assignable or transferable by the Participant, except by will or by the laws of descent and distribution, and shall not be subject in any manner to assignment, alienation, pledge, encumbrance or charge. Notwithstanding the foregoing, in the event of the death of a Participant while employed by the Company or any of its Subsidiaries, except as otherwise provided by the Committee in an Award Agreement, an outstanding Award may become payable to the Participant's beneficiary as designated by the Participant in the manner prescribed by the Committee or, in the absence of an authorized beneficiary designation, by the a legatee or legatees of such Award under the

participant's last will, or by such Participant's executors, personal representatives or distributees of such Award in accordance with the Participant's will or the laws of descent and distribution.

11. General Provisions.

11.1 *Award Agreement*. To the extent deemed necessary by the Committee, an Award under the Plan shall be evidenced by an Award Agreement in a written or electronic form approved by the Committee setting forth the number of shares of Common Stock subject to the Award, the purchase price of the Award (if any), the time or times at which an Award will become vested, exercisable or payable and the term of the Award. The Award Agreement may also set forth the effect on an Award of a Qualified Liquidity Event and a termination of Service under certain circumstances. The Award Agreement shall be subject to and incorporate, by reference or otherwise, all of the applicable terms and conditions of the Plan, and may also set forth other terms and conditions applicable to the Award as determined by the Committee consistent with the limitations of the Plan. An Award Agreement may be in the form of an agreement to be executed by both the Participant and the Company (or an authorized representative of the Company) or certificates, notices or similar instruments as approved by the Committee. The Committee need not require the execution of an Award Agreement by a Participant, in which case, acceptance of the Award by the Participant shall constitute agreement by the Participant to the terms, conditions, restrictions and limitations set forth in the Plan and the Award Agreement.

11.2 *Determinations of Service.*

a) The Company shall make all determinations relating to the Service of a Participant with the Company or any Subsidiary in connection with an Award, including with respect to the continuation, suspension or termination of such Service. A Participant's Service shall not be deemed terminated if the Company determines that (i) a transition of employment to service with a partnership, joint venture or corporation not meeting the requirements of a Subsidiary in which the Company or a Subsidiary is a party is not considered a termination of Service, (ii) the Participant transfers between service as an employee and service as a consultant or other personal service provider (or vice versa), or (iii) the Participant transfers between service as an employee and that of a non-employee director (or vice versa). The Company may determine whether any corporate transaction, such as a sale or spin-off of a division or subsidiary that employs a Participant, shall be deemed to result in a termination of Service for purposes of any affected Awards, and the Company's decision shall be final and binding.

b) Notwithstanding any term or provision to the contrary in this Plan, any Award Agreement, or any employment agreement between the Company or any Affiliate and a Participant, the date of any termination of Service of a Participant for purposes of the Plan shall be as determined by the Company, and in the case of the termination without Cause of a Participant's Service, shall be deemed to be the date that actual notice of termination of Service is delivered to the Participant, as determined by the Company, without regard to any period of notice or reasonable notice of termination of Service, or pay in lieu thereof, to which the Participant may be entitled under applicable law or otherwise.

11.3 *No Right to Employment or Continued Service*. Nothing in the Plan, in the grant of any Award or in any Award Agreement shall confer upon any Eligible Person or any Participant any right to continue in the Service of the Company or any of its Subsidiaries, or interfere in any way with the right of the Company or any of its Subsidiaries to terminate the employment or other service relationship of an Eligible Person or a Participant for any reason at any time.

11.4 *Rights as Shareholder*. A Participant shall have no rights as a holder of shares of Common Stock with respect to any unissued securities covered by an Award until the date the Participant becomes the holder of record of such securities. Except as provided in Section 4.2 hereof, no adjustment or other provision shall be made for dividends or other shareholder rights, except to the extent that the Award Agreement provides for dividend payments or dividend equivalent rights. The Committee may determine, in its discretion, the manner of delivery of Common Stock to be issued under the Plan, which may be by delivery of stock certificates, electronic account entry into new or existing accounts or any other means as the Committee, in its discretion, deems appropriate. The Committee may require that the stock certificates be held in escrow by the Company for any shares of Common Stock or cause the shares to be legended in order to comply with the securities laws or other applicable restrictions, or should the shares of Common Stock be represented by book or electronic account entry rather than a certificate, the Committee may take such steps to restrict transfer of the shares of Common Stock as the Committee considers necessary or advisable.

11.5 *Other Compensation and Benefit Plans*. The adoption of the Plan shall not affect any other share incentive or other compensation plans in effect for the Company or any Subsidiary, nor shall the Plan preclude the Company from establishing any other forms of share incentive or other compensation or benefit program for employees of the Company or any Subsidiary. The amount of any compensation deemed to be received by a Participant pursuant to an Award shall not constitute includable compensation for purposes of determining the amount of benefits to which a Participant is entitled under any other compensation or benefit plan or program of the Company or a Subsidiary, including, without limitation, under any pension or severance benefits plan, except to the extent specifically provided by the terms of any such plan.

11.6 *Plan Binding on Transferees*. The Plan shall be binding upon the Company, its transferees and assigns, and the Participant, the Participant's executor, administrator and permitted transferees and beneficiaries.

12. Legal Compliance

12.1 *Securities Laws*.

a) No shares of Common Stock will be issued or transferred pursuant to an Award unless and until all then applicable requirements imposed by Federal and state securities and other laws, rules and regulations and by any regulatory agencies having jurisdiction, and by any exchanges upon which the shares of Common Stock may be listed, have been fully met. As a condition precedent to the issuance of shares pursuant to the grant or exercise of an Award, the Company may require the Participant to take any reasonable action to meet such requirements. The Committee may impose such conditions on any shares of Common Stock issuable under the

Plan as it may deem advisable, including, without limitation, restrictions under the Securities Act or under the requirements of any exchange upon which such shares of the same class are then listed or of any regulatory agency having jurisdiction over the Company, and under any blue sky or other securities laws applicable to such shares. The Committee may also require the Participant to represent and warrant at the time of issuance or transfer that the shares of Common Stock are being acquired only for investment purposes and without any current intention to sell or distribute such shares. Certificates representing Common Stock acquired pursuant to an Award may bear such legend as the Company may consider appropriate under the circumstances.

b) From the time the Company commences reliance on the exemption from registration provided by Rule 12h-1(f)(1) of the Exchange Act and until the Company ceases such reliance or becomes subject to the reporting requirements of Sections 13 or 15(d) of the Exchange Act, the Company shall provide to the option holders the information required to be delivered under Rule 12h-1(f)(1)(vi) of the Exchange Act, as applicable, in accordance with such rule.

12.2 *Unfunded Plan*. The adoption of the Plan and any reservation of shares of Common Stock or cash amounts by the Company to discharge its obligations hereunder shall not be deemed to create a trust or other funded arrangement. Except upon the issuance of Common Stock pursuant to an Award, any rights of a Participant under the Plan shall be those of a general unsecured creditor of the Company, and neither a Participant nor the Participant's permitted transferees or estate shall have any other interest in any assets of the Company by virtue of the Plan. Notwithstanding the foregoing, the Company shall have the right to implement or set aside funds in a grantor trust, subject to the claims of the Company's creditors or otherwise, to discharge its obligations under the Plan.

12.3 *Section 409A Compliance*. To the extent applicable, it is intended that the Plan and all Awards hereunder comply with the requirements of Section 409A of the Code and the Treasury Regulations and other guidance issued thereunder, and that the Plan and all Award Agreements shall be interpreted and applied by the Committee in a manner consistent with this intent in order to avoid the imposition of any additional tax under Section 409A of the Code. In the event that any provision of the Plan or an Award Agreement is determined by the Committee to not comply with the applicable requirements of Section 409A of the Code and the Treasury Regulations and other guidance issued thereunder, the Committee shall have the authority to take such actions and to make such changes to the Plan or an Award Agreement as the Committee deems necessary to comply with such requirements, provided that no such action shall adversely affect any outstanding Award without the consent of the affected Participant. Notwithstanding anything contained herein to the contrary, a Participant shall not be considered to have terminated service with the Company for purposes of any payments under this Plan which are subject to Section 409A of the Code until the Participant has incurred a "separation from service" from the Company within the meaning of Section 409A of the Code. Each amount to be paid or benefit to be provided under this Plan shall be construed as a separate identified payment for purposes of Section 409A of the Code. If any payment or benefit provided to a Participant in connection with his or her separation from service is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code and Participant is determined to be a "specified employee" as defined in Section 409A(a)(2)(b)(i) of the Code, then such payment or benefit shall not be paid until the six-month anniversary of the separation from

service or, if earlier, on the Participant's date of death. The Company makes no representation that any or all of the payments described in this Plan will be exempt from or comply with Section 409A of the Code. In no event whatsoever shall the Company be liable for any additional tax, interest or penalties that may be imposed on a Participant by Section 409A of the Code or any damages for failing to comply with Section 409A of the Code.

12.4 *Tax Withholding*. The Participant shall be responsible for payment of any taxes or similar charges required by law to be paid or withheld from an Award or an amount paid in satisfaction of an Award. Any required withholdings shall be paid by the Participant on or prior to the payment or other event that results in taxable income in respect of an Award. In addition to the methods described in this Plan, the Award Agreement may specify the manner in which the withholding obligation shall be satisfied with respect to the particular type of Award. Without limiting the foregoing, if the Company or any Subsidiary determines in its sole discretion that under the requirements of applicable taxation laws or regulations of any governmental authority whatsoever it is obliged to withhold for remittance to a taxing authority any amount upon the grant, vesting, or exercise of an Award, the other disposition or deemed disposition by a Participant of an Award or any Common Stock, or the provision of any other benefit under this Plan, the Company or any of its Subsidiaries, on its own behalf or on behalf of any third party purchaser of the Award or any Common Stock held by the Participant, may take any steps it considers necessary or appropriate in the circumstances in connection therewith, including, without limiting the generality of the foregoing:

a) requiring the Participant to pay the Company or any of Subsidiaries such amount as the Company or any of its Subsidiaries is obliged to remit to such taxing authority in respect thereof, with any such payment, in any event, being due no later than the date as of which any such amount first becomes included in the gross income of the Participant for tax purposes (and further provided that, in the case of a Stock Option, such payment shall be made in the same manner as payment of any applicable exercise price or in any other manner that may be designated by the Committee);

b) issuing any Common Stock issued pursuant to an Award to an agent on behalf of the Participant and directing the agent to sell a sufficient number of such shares on behalf of the Participant to satisfy the amount of any such withholding obligation, with the agent paying the proceeds of any such sale to the Company or any of its Subsidiaries for this purpose; or

c) to the extent permitted by law and consistent with Section 409A of the Code, deducting the amount of any such withholding obligation from any payment of any kind otherwise due to the Participant.

12.5 *No Guarantee of Tax Consequences*. Neither the Company, the Board, the Committee nor any other person make any commitment or guarantee that any Federal, state or local tax treatment will apply or be available to any Participant or any other person hereunder.

12.6 *Severability*. If any provision of the Plan or any Award Agreement shall be determined to be illegal or unenforceable by any court of law in any jurisdiction, the remaining

provisions hereof and thereof shall be severable and enforceable in accordance with their terms, and all provisions shall remain enforceable in any other jurisdiction.

12.7 *Governing Law*. The Plan and all rights hereunder shall be subject to and interpreted in accordance with the laws of the State of Delaware, without reference to the principles of conflicts of laws, and to applicable Federal securities laws.

13. Term; Amendment and Termination.

13.1 *Term*. The Plan has been adopted by the Board of the Company and shall become effective as of [●] The term of the Plan will be ten (10) years from the date of adoption by the Board, subject to Section 13.2 hereof.

13.2 *Amendment and Termination*. The Board may from time to time and in any respect, amend, modify, suspend or terminate the Plan. Notwithstanding the foregoing, no amendment, modification, suspension or termination of the Plan shall adversely affect any Award theretofore granted without the consent of the Participant or the permitted transferee of the Award.

Annex 12

Schedule of Permitted Related Party Transactions

At or prior to the Effective Date, the Reorganized Debtors will enter into a Transition Services Agreement ("TSA") with certain non-Debtor affiliates of the Sorensen Parties (the "Sorensen Affiliates"), on terms acceptable to the Required Backstop Parties, pursuant to which the Reorganized Debtors will continue to provide certain commercial services to the Sorensen Affiliates, which may include one or more of the following: (1) information technology services, (2) marketing support, (3) risk analysis and related services, and (4) such other matters as are identified by the parties and are mutually agreeable. The TSA will require the Sorensen Affiliates to pay for such services on terms agreed to in the TSA and will extend for a limited transition period following the Effective Date.