

EXHIBIT 1

Forbearance Agreement and Amendment No. 3 to Debtor-in-Possession Credit Agreement

**FORBEARANCE AND AMENDMENT NO. 3 TO
DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

This FORBEARANCE AND AMENDMENT NO. 3 TO DEBTOR-IN-POSSESSION CREDIT AGREEMENT (this "Agreement"), dated as of December 23, 2015, is by and among Boomerang Tube, LLC, a Delaware limited liability company ("Borrower"), the lenders identified on the signature page hereof (such lenders, together with their respective successors and permitted assigns, collectively, "Lenders"), and Wells Fargo Capital Finance, LLC, a Delaware limited liability company, in its capacity as agent for such Lenders under the Credit Agreement defined below ("Agent").

RECITALS:

WHEREAS, Agent, Lenders, and Borrower have entered into certain financing arrangements pursuant to that certain Debtor-in-Possession Credit Agreement dated as of June 11, 2015 (as the same may have been or may hereafter be amended, supplemented, extended, renewed, restated, replaced, or otherwise modified, the "Credit Agreement");

WHEREAS, as of the date hereof, Events of Default under the Credit Agreement and the other Loan Documents have occurred and are continuing or are expected to occur and be continuing;

WHEREAS, Borrower has requested that, subject to the terms and conditions of this Agreement, Agent and Lenders forbear from exercising their rights as a result of such Events of Default, and that Lenders agree to provide further Advances and other financial accommodations to Borrower notwithstanding such Events of Default; and

WHEREAS, Agent and Lenders are willing to agree to forbear from exercising certain of their rights and remedies and provide certain further Advances and other financial accommodations to Borrower solely for the period and on the terms and conditions specified herein.

NOW, THEREFORE, in consideration of the foregoing, and the respective agreements, warranties, and covenants contained herein, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

1.1. **Interpretation.** All capitalized terms used herein (including, without limitation, the recitals hereto) will have the respective meanings ascribed thereto in the Credit Agreement unless otherwise defined herein. The foregoing recitals, together with all exhibits attached hereto, are incorporated by this reference and made a part of this Agreement. Unless otherwise provided herein, all section and exhibit references herein are to the corresponding sections and exhibits of this Agreement.

1.2. **Additional Definitions.** As used herein, the following terms will have the respective meanings given to them below:

(a) "Anticipated Defaults" means, collectively, the Events of Default identified as such on Exhibit A hereto.

(b) "Existing Defaults" means, collectively, the Events of Default identified as such on Exhibit A hereto.

(c) "Forbearance Period" means the period commencing on the date hereof and ending on the date which is the earliest of (i) January 29, 2015 (as such date may be extended with the prior written consent of the Required Lenders), (ii) upon written notice from Agent and after giving effect to any applicable cure period, the occurrence or existence of any Event of Default, other than the Specified Defaults, (iii) the date that any Loan Party repudiates or asserts any defense to any Obligations or other liability under or in respect of this Agreement, the Credit Agreement or any other Loan Document, or makes or pursues any claim or cause of action against Agent or any Lender related thereto, (iv) the date, if any, on which the Bankruptcy Court enters an order denying confirmation of the Chapter 11 Plan, (v) the date on which the "Forbearance Period" (as defined in the Term Debt Forbearance Agreement) has terminated or otherwise expired in accordance with the terms of the Term Debt Forbearance Agreement or (vi) the date on which the Term Debt Agent or any other party seeks to exercise any default-related rights or remedies under the Term Debt Documents.

(d) "Specified Defaults" means, collectively, the Anticipated Defaults and the Existing Defaults.

(e) "Term Debt Forbearance Agreement" means that certain Second Forbearance Agreement and First Amendment to Credit Agreement dated as of the date hereof among the Loan Parties, Term Debt Agent, and Term Debt Lenders, in form and substance reasonably satisfactory to Agent.

SECTION 2. ACKNOWLEDGMENTS

2.1. **Acknowledgment of Obligations.** Borrower hereby acknowledges, confirms, and agrees that as of the close of business on December 22, 2015 (a) Borrower is indebted to Lenders in respect of the Advances in the principal amount of \$8,609,255.42, and (b) Borrower is indebted to Lenders in respect of the Letter of Credit Obligations in the principal amount of \$362,000¹. Borrower hereby acknowledges, confirms, and agrees that all such Obligations, together with interest accrued and accruing thereon, and all fees, costs, expenses, and other charges now or hereafter payable by Borrower to Lenders, in each case in accordance with the terms of the Loan Documents, are unconditionally owing by Borrower to Lenders, without offset, defense, or counterclaim of any kind, nature, or description whatsoever.

¹ Such acknowledgment is subject to Borrower's understanding, pursuant to confirmation received from Wells Fargo Bank, N.A., that Letter of Credit Obligations are \$0.00 as of December 23, 2015.

2.2. **Acknowledgment of Security Interests.** Borrower hereby acknowledges, confirms, and agrees that, other than with respect to Term Debt Collateral, Agent has, and will continue to have, valid, enforceable, and perfected first-priority continuing liens upon and security interests in the Collateral heretofore granted to Agent, for the benefit of Agent and Lenders, pursuant to the Security Agreement and the other Loan Documents or otherwise granted to or held by Agent, for the benefit of Agent and Lenders.

2.3. **Binding Effect of Documents.** Borrower hereby acknowledges, confirms and agrees that: (a) this Agreement constitutes a Loan Document; (b) each of the Credit Agreement and the other Loan Documents to which it is a party has been duly executed and delivered to Agent by Borrower, and each is and will remain in full force and effect as of the date hereof except as modified pursuant hereto; (c) the agreements and obligations of Borrower contained in such documents and in this Agreement constitute the legal, valid, and binding Obligations of Borrower, enforceable against it in accordance with their respective terms, and Borrower has no valid defense to the enforcement of such Obligations, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights; (d) except to the extent expressly provided otherwise in this Agreement, Agent and Lenders are and will be entitled to the rights, remedies, and benefits provided for under the Credit Agreement and the other Loan Documents and applicable law; and (e) except to the extent expressly provided otherwise in this Agreement, Borrower shall comply with all limitations, restrictions, or prohibitions that would otherwise be effective or applicable under the Credit Agreement or any of the other Loan Documents during the continuance of any Event of Default, and except to the extent expressly provided otherwise in this Agreement, any right or action of Borrower set forth in the Credit Agreement or the other Loan Documents that is conditioned on the absence of any Event of Default may not be exercised or taken as a result of the Specified Defaults.

SECTION 3. FORBEARANCE IN RESPECT OF SPECIFIED DEFAULTS

3.1. **Acknowledgment of Specified Defaults.** Borrower hereby acknowledges and agrees that the Existing Defaults have occurred and are continuing and the Anticipated Defaults are expected to occur and be continuing, each of which constitute an Event of Default (or, in the case of the Anticipated Defaults will constitute an Event of Default upon the occurrence thereof) and entitle Agent and Lenders to exercise their respective rights and remedies under the Credit Agreement and the other Loan Documents, applicable law, or otherwise. Borrower represents and warrants that as of the date hereof, no Events of Default exist under the Credit Agreement. Borrower acknowledges that Agent and Lenders are no longer be obligated to make any further Advances or issue any Letters of Credit as a result of the Existing Defaults and have the exercisable right to declare the Obligations to be immediately due and payable under the terms of the Credit Agreement and the other Loan Documents.

3.2. Forbearance.

(a) In reliance upon the representations, warranties, and covenants of Borrower contained in this Agreement, and subject to the terms and conditions of this Agreement and any documents or instruments executed in connection herewith, Agent and Lenders agree to

forbear during the Forbearance Period from exercising their respective rights and remedies under the Credit Agreement and the other Loan Documents or applicable law in respect of the Specified Defaults. This forbearance shall include, solely during the Forbearance Period, the continued making of Advances, notwithstanding the Specified Defaults, subject to the terms and conditions of the Credit Agreement, this Agreement (including, without limitation, Section 4 below), and the other Loan Documents. In addition, no default interest shall accrue or be due during the Forbearance Period on account of the Specified Defaults.

(b) Upon the expiration or termination of the Forbearance Period, the agreement of Agent and Lenders to forbear will automatically and without further action terminate and be of no force and effect, it being expressly agreed that the effect of such termination will be to permit Agent and Lenders to exercise immediately all rights and remedies under the Credit Agreement and the other Loan Documents and applicable law, including, but not limited to, (i) ceasing to make any further Advances or issuing any further Letters of Credit and (ii) accelerating all of the Obligations under the Credit Agreement and the other Loan Documents, in all events, without any further notice to Borrower, passage of time, or forbearance of any kind.

3.3. No Waivers; Reservation of Rights.

(a) Agent and Lenders have not waived, are not by this Agreement waiving, and have no intention of waiving, any Events of Default which may be continuing on the date hereof or any Events of Default which may occur after the date hereof (whether the same or similar to the Specified Defaults or otherwise), and Agent and Lenders have not agreed to forbear with respect to any of their rights or remedies concerning any Events of Default (other than, during the Forbearance Period, the Specified Defaults to the extent expressly set forth herein) occurring at any time.

(b) Subject to Section 3.2 above (solely with respect to the Specified Defaults), Agent and Lenders reserve the right, in their discretion, to exercise any or all of their rights and remedies under the Credit Agreement and the other Loan Documents as a result of any other Events of Default occurring at any time. Agent and Lenders have not waived any of such rights or remedies, and nothing in this Agreement, and no delay on their part in exercising any such rights or remedies, may or will be construed as a waiver of any such rights or remedies.

3.4. Additional Events of Default. The parties hereto acknowledge, confirm, and agree that any misrepresentation by Borrower, or any failure of Borrower or any Guarantor to comply with the covenants, conditions and agreements contained in this Agreement will constitute an immediate default under this Agreement and an immediate Event of Default under the Credit Agreement and the other Loan Documents. In the event that any Person, other than Agent or Lenders, at any time exercises for any reason (including, without limitation, by reason of any Specified Defaults, any other present or future Event of Default, the occurrence of a default or event of default (that is not immediately waived) under, or acceleration or maturity of the loans made under, the Term Debt Credit Agreement or otherwise) any of its rights or remedies against Borrower, Guarantors, any other obligor providing credit support for Borrower's obligations, or against Borrower's, any Guarantor's, or such other obligor's properties

or assets), such event will constitute an immediate default hereunder and an Event of Default under the Credit Agreement and the other Loan Documents.

SECTION 4. AMENDMENTS & AGREEMENTS.

4.1. Amendments.

(a) Schedule 1.1 of the Credit Agreement is hereby amended to insert the following definitions in appropriate alphabetical order:

"Chapter 11 Plan" means the Debtors' Second Amended Joint Chapter 11 Plan [D.I. 743] filed with the Bankruptcy Court.

(b) The following definitions in Schedule 1.1 of the Credit Agreement are hereby amended and restated in their entirety as follows:

"Effective Date" means the "Effective Date" as defined in the Chapter 11 Plan.

"Maturity Date" means the earliest of (i) January 29, 2016, (ii) the consummation of any sale of all or substantially all of the Collateral pursuant to Section 363 of the Bankruptcy Code without the consent of the Agent, (iii) the occurrence of an Event of Default and (iv) the Effective Date.

"Maximum Revolver Amount" means \$25,000,000, decreased by the amount of reductions in the Revolver Commitments made in accordance with Section 2.4(c).

"Permitted Overadvance" means \$0.

(c) Exhibit B-3 of the Credit Agreement is hereby replaced and supplemented with Exhibit B attached hereto for the periods stated therein.

(d) Schedule C-1 of the Credit Agreement is hereby replaced with Exhibit C attached hereto.

4.2. Agreements.

(a) Notwithstanding anything to the contrary in the Credit Agreement, during the Forbearance Period, (i) subject to Availability, the Advances to be made at any time, when aggregated with all other Advances made from the date hereof until such time, shall not exceed the aggregate projected cash disbursements set forth in the Budget for the weekly period(s) commencing on the date hereof and ending during that week, (ii) the aggregate Advances made during the Forbearance Period shall not exceed \$4,939,000, (iii) at any given time, further Advances will not be made if and to the extent that, after giving effect to any requested Advances at such time, the principal amount of the outstanding Advances would exceed the amount of Advances projected to be outstanding for that week in the Budget (ABL DIP), (iv) at

any given time, further Advances will not be made if and to the extent that, after giving effect to any requested Advances at such time, Availability would be less than the Availability projected for that week in the Budget (Net Availability), and (z) the proceeds of such Advances shall be used solely to pay for such expenses set forth in the Budget when and to the extent due and owing.

(b) During the Forbearance Period, Borrower shall deliver Borrowing Base Certificates on each Business Day, as of the prior Business Day.

(c) On or before December 30, 2015, Borrower shall obtain the Bankruptcy Court's entry of an order approving solicitation procedures with respect to the Chapter 11 Plan (which order shall be in form and substance satisfactory to Agent).

(d) On or before January 27, 2016, Borrower shall obtain the Bankruptcy Court's entry of an order confirming the Chapter 11 Plan (which order shall be in form and substance satisfactory to Agent).

(e) On or before January 29, 2016, Borrower shall consummate the transactions contemplated by the Chapter 11 Plan (and otherwise cause its effective date thereunder to occur).

SECTION 5. REPRESENTATIONS AND WARRANTIES

Borrower hereby represents, warrants and covenants as follows:

5.1. Representations in the Credit Agreement and the Other Loan Documents. Each of the representations and warranties made by or on behalf of Borrower to Agent or any Lender in the Credit Agreement or any of the other Loan Documents was true and correct when made, and is, except (a) for the Specified Defaults (or the facts and circumstances resulting therein) or (b) to the extent such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall have been true and correct as of such earlier date, true and correct on and as of the date of this Agreement with the same full force and effect as if each of such representations and warranties had been made by Borrower on the date hereof and in this Agreement.

5.2. Binding Effect of Documents. This Agreement has been duly authorized, executed and delivered to Agent and Lenders by Borrower, is enforceable in accordance with its terms (except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights), and is in full force and effect.

5.3. No Conflict. The execution, delivery, and performance of this Agreement by Borrower will not violate any requirement of law or contractual obligation of Borrower and will not result in, or require, the creation or imposition of any Lien on any of its properties or revenues.

SECTION 6. CONDITIONS TO EFFECTIVENESS OF CERTAIN PROVISIONS OF THIS AGREEMENT

Unless otherwise specified herein, the terms and provisions of this Agreement will be effective immediately upon satisfaction or existence of all of the following conditions:

- (a) Agent's receipt of this Agreement, duly authorized, executed and delivered by Lenders and Borrower;
- (b) Agent's receipt from each Guarantor of a duly executed and delivered Consent and Reaffirmation in the form as attached hereto as Exhibit D;
- (c) Agent's receipt a fully executed copy of the Term Debt Forbearance Agreement; and
- (d) No Default of Event of Default (other than the Anticipated Defaults) shall have occurred.

SECTION 7. MISCELLANEOUS

7.1. **Continuing Effect of Credit Agreement.** Except as modified pursuant hereto, no other changes or modifications to the Credit Agreement or any other Loan Document are intended or implied by this Agreement and in all other respects the Credit Agreement and the other Loan Documents hereby are ratified, restated, and confirmed by all parties hereto as of the date hereof. To the extent of any conflict between the terms of this Agreement, the Credit Agreement and the other Loan Documents, the terms of this Agreement will govern and control. The Credit Agreement and this Agreement will be read and construed as one agreement.

7.2. **Further Assurances.** At Borrower's expense, the parties hereto will execute and deliver such additional documents and take such further action as may be necessary or desirable to effectuate the provisions and purposes of this Agreement.

7.3. **Successors and Assigns; No Third-Party Beneficiaries.** This Agreement will be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns. No Person other than the parties hereto shall have any rights hereunder or be entitled to rely on this Agreement and all third-party beneficiary rights are hereby expressly disclaimed.

7.4. **Survival of Representations, Warranties and Covenants.** All representations, warranties, covenants, and releases of Borrower made in this Agreement or any other document furnished in connection with this Agreement will survive the execution and delivery of this Agreement and the Forbearance Period, and no investigation by Agent or any Lender, or any closing, will affect the representations and warranties or the right of Agent and Lenders to rely upon them.

7.5. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable will not impair or invalidate the remainder of this Agreement.

7.6. **Reviewed by Attorneys.** Borrower represents and warrants to Agent and Lenders that it (a) understands fully the terms of this Agreement and the consequences of the execution and delivery of this Agreement; (b) has been afforded an opportunity to discuss this Agreement with, and have this Agreement reviewed by, such attorneys and other persons as Borrower may wish; and (c) has entered into this Agreement and executed and delivered all documents in connection herewith of its own free will and accord and without threat, duress, or other coercion of any kind by any Person. The parties hereto acknowledge and agree that neither this Agreement nor the other documents executed pursuant hereto will be construed more favorably in favor of one than the other based upon which party drafted the same, it being acknowledged that all parties hereto contributed substantially to the negotiation and preparation of this Agreement and the other documents executed pursuant hereto or in connection herewith.

7.7. **Disgorgement.** If Agent or any Lender is, for any reason, compelled by a court or other tribunal of competent jurisdiction to surrender or disgorge any payment, interest, or other consideration described hereunder to any person because the same is determined to be void or voidable as a preference, fraudulent conveyance, impermissible set-off or for any other reason, such indebtedness or part thereof intended to be satisfied by virtue of such payment, interest, or other consideration will be revived and continue as if such payment, interest, or other consideration had not been received by Agent or such Lender, and Borrower will be liable to, and will indemnify, defend, and hold Agent or such Lender harmless for, the amount of such payment or interest surrendered or disgorged. The provisions of this Section will survive repayment of the Obligations or any termination of the Credit Agreement or any other Loan Document.

7.8. **Tolling of Statute of Limitations.** Each and every statute of limitations or other applicable law, rule, or regulation governing the time by which Agent must commence legal proceedings or otherwise take any action against Borrower or any Guarantor with respect to any breach or default that exists on or prior to the expiration or termination of the Forbearance Period and arises under or in respect of the Credit Agreement or any other Loan Document shall be tolled during the Forbearance Period. Borrower and each Guarantor agrees, to the fullest extent permitted by law, not to include such period of time as a defense (whether equitable or legal) to any legal proceeding or other action by Agent in the exercise of its rights or remedies referred to in the immediately preceding sentence.

7.9. **Relationship.** Borrower agrees that the relationship between Agent and Borrower and between each Lender and Borrower is that of creditor and debtor and not that of partners or joint venturers. This Agreement does not constitute a partnership agreement or any other association between Agent and Borrower or between any Lender and Borrower. Borrower acknowledges that Agent and each Lender has acted at all times only as a creditor to Borrower within the normal and usual scope of the activities normally undertaken by a creditor and in no event has Agent or any Lender attempted to exercise any control over Borrower or its business or affairs. Borrower further acknowledges that Agent and each Lender has not taken or failed to

take any action under or in connection with its respective rights under the Credit Agreement or any of the other Loan Documents that in any way, or to any extent, has interfered with or adversely affected Borrower's ownership of Collateral.

7.10. Governing Law: Consent to Jurisdiction and Venue. THE VALIDITY OF THIS AGREEMENT, THE CREDIT AGREEMENT, AND THE OTHER LOAN DOCUMENTS (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY IN ANOTHER LOAN DOCUMENT IN RESPECT OF SUCH OTHER LOAN DOCUMENT), THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT THEREOF AND HEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE. IF THE BANKRUPTCY COURT ABSTAINS FROM HEARING OR REFUSES TO EXERCISE JURISDICTION OVER ANY ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, THE PARTIES AGREE THAT SUCH ACTIONS OR PROCEEDINGS SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN COUNTY OF COOK, STATE OF ILLINOIS; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND, BORROWER AND EACH MEMBER OF THE LENDER GROUP WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 7.10

7.11. Mutual Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND EACH MEMBER OF THE LENDER GROUP HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. BORROWER AND EACH MEMBER OF THE LENDER GROUP REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

7.12. Counterparts. This Agreement may be executed and delivered via facsimile or email (in .pdf format) transmission with the same force and effect as if an original were executed, and may be executed in any number of counterparts, but all of such counterparts will together constitute but one and the same agreement.

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the day and year first above written.

BOOMERANG TUBE, LLC, as Borrower

By: /s/ Kevin Nystrom _____
Name: Kevin Nystrom
Title: Interim Chief Executive Officer, President and
Chief Restructuring Officer

**BANK OF AMERICA, N.A.,
as Lender**

By _____
Name _____
Title _____

**WELLS FARGO CAPITAL FINANCE, LLC,
as Lender and as Agent**


By  _____
Name DAN LAVEN
Title VP

IN WITNESS WHEREOF, this Agreement is executed and delivered as of the day and year first above written.

BOOMERANG TUBE, LLC, as Borrower

By _____
Name _____
Title _____

**BANK OF AMERICA, N.A.,
as Lender**

By  _____
Name H MICHAEL WILLS
Title SENIOR VICE PRESIDENT

**WELLS FARGO CAPITAL FINANCE, LLC,
as Lender and as Agent**

By _____
Name _____
Title _____

**EXHIBIT A
TO
FORBEARANCE AND
AMENDMENT NO 3 TO DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

Existing Defaults

1. Borrower has failed to comply with the milestones set forth in the Plan Support Agreement, which failure constitutes an Event of Default under Section 8.2(a) of the Credit Agreement.
2. Borrower has failed to consummate the Prearranged Plan (as defined in the Support Agreement) and to pay in full in cash all of the Existing Secured Obligations and Obligations (or to refinance such Existing Secured Obligations and Obligations under an exit loan facility provided by the Existing Agent and Existing Lenders) by October 6, 2015, which failure constitutes an Event of Default under Section 8.2(a) of the Credit Agreement.
3. Borrower is in default under the Term Debt Credit Agreement for failure to pay the outstanding and unpaid principal and interest due under the Term Debt Credit Agreement at the final maturity of the obligations thereunder, which default will constitute an Event of Default under 8.6 of the Credit Agreement.

Anticipated Defaults

[None]

**EXHIBIT B
TO
FORBEARANCE AND
AMENDMENT NO 3 TO DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

Budget

See Attached.

Boomerang Tube - Weekly Cash Flow

(\$ in '000's)	12/18/15 1	12/25/15 2	01/01/16 3	01/08/16 4	01/15/16 5	01/22/16 6	01/29/16 7	Total 1-7
Receipts	2,891	2,081	1,126	1,438	1,438	1,438	1,438	11,850
Operating Disbursements	3,221	225	75	832	965	836	565	6,718
Payroll, Healthcare and Other Benefits	262	699	213	550	563	550	213	3,050
Utility Deposit (Credit)	0	0	0	0	0	0	0	0
Capital Expenditures	0	0	0	0	0	0	0	0
Professional Fees: Debtor Advisors	0	0	0	0	0	0	0	0
Professional Fees: Committee Advisors	0	0	0	0	0	0	0	0
Lender Reimbursements: ABL Advisor Fees	0	0	0	0	0	0	0	0
Lender Reimbursements: TL Advisor Fees	0	0	0	0	0	0	0	0
Other Restructuring	0	0	0	0	0	0	0	0
Debt Service - Fees, Interest & Principal	59	0	51	0	0	0	0	110
Total Disbursements	3,541	924	339	1,382	1,528	1,386	778	9,878
Net Cash Flow	(650)	1,158	787	56	(90)	52	660	1,973
Cumulative Net Cash Flow	(650)	508	1,295	1,351	1,261	1,312	1,973	
Priming Loan								
Beginning Balance	0	0	0	0	0	0	0	
Additional Borrowing / (Repayments)	0	0	0	0	0	0	0	
	0	0	0	0	0	0	0	
TL DIP								
Beginning Balance	60,000	60,000	60,000	60,000	60,000	60,000	60,000	
Additional Borrowing / (Repayments)	0	0	0	0	0	0	0	
PIK	0	0	0	0	0	0	0	
Ending Balance	60,000	60,000	60,000	60,000	60,000	60,000	60,000	
Prepetition ABL								
Beginning Balance	3,274	3,274	3,274	3,274	3,274	3,274	3,274	
Additional Borrowing / (Repayments)	0	0	0	0	0	0	0	
Ending Balance	3,274	3,274	3,274	3,274	3,274	3,274	3,274	
ABL DIP								
Beginning Balance	13,296	10,405	8,424	7,637	7,443	7,227	7,045	
Additional Borrowing / (Repayments)	(2,891)	(1,981)	(787)	(194)	(216)	(182)	(660)	
Ending Balance	10,405	8,424	7,637	7,443	7,227	7,045	6,385	
Prepetition ABL and ABL DIP	13,679	11,698	10,911	10,717	10,501	10,319	9,659	
Plus: Letter of Credit	0	0	0	0	0	0	0	
Total Outstanding	13,679	11,698	10,911	10,717	10,501	10,319	9,659	
Cash (TL Segregated Account)								
Beginning Balance	9,510	5,969	5,145	5,145	5,007	4,701	4,571	
Net in Change Cash	(3,541)	(824)	0	(138)	(306)	(130)	(0)	(4,939)
Ending Balance	5,969	5,145	5,145	5,007	4,701	4,571	4,571	
Borrowing Base	20,805	20,175	20,236	20,055	19,875	19,694	19,514	
Overadvance (Availability)	(7,126)	(8,477)	(9,325)	(9,339)	(9,374)	(9,375)	(9,855)	
Max Overadvance	0	0	0	0	0	0	0	
Net Availability	7,126	8,477	9,325	9,339	9,374	9,375	9,855	
Liquidity	13,094	13,622	14,470	14,345	14,075	13,946	14,426	
Calculations								
Receipts	2,891	2,081	1,126	1,438	1,438	1,438	1,438	11,850
Cumulative	2,891	4,972	6,098	7,536	8,974	10,412	11,850	
ABL Share of Disbursements	0	100	339	1,244	1,222	1,256	778	4,939
Cumulative	0	100	439	1,682	2,905	4,161	4,939	

EXHIBIT C
to
FORBEARANCE AND
AMENDMENT NO 3 TO DEBTOR-IN-POSSESSION CREDIT AGREEMENT

Commitment Schedule

See Attached.

Schedule C-1

Commitments

Lender	Revolver Commitment	Total Commitment
Wells Fargo Capital Finance, LLC	\$16,666,666.67	\$16,666,666.67
Bank of America, N.A.	\$8,333,333.33	\$8,333,333.33
Total	\$25,000,000	\$25,000,000

EXHIBIT D
to
FORBEARANCE AND
AMENDMENT NO 3 TO DEBTOR-IN-POSSESSION CREDIT AGREEMENT

Consent and Reaffirmation

Each of the undersigned (each a "Guarantor") hereby (i) acknowledges receipt of a copy of the foregoing Forbearance and Amendment No. 3 to Debtor-in-Possession Credit Agreement (the "Agreement"; capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Credit Agreement (as defined in the Agreement)); (ii) consents to Borrower's execution and delivery of the Agreement; (iii) agrees to be bound by the Agreement; (iv) affirms that nothing contained in the Agreement, except as specifically stated therein, will modify in any respect whatsoever any Loan Document to which it is a party; and (v) reaffirms its obligations under (a) the General Continuing Guaranty and (b) each of the other Loan Documents to which it is a party (as modified by the Agreement, collectively, the "Reaffirmed Loan Documents") and confirms that such obligations are unconditional and not subject to any defense, setoff, counterclaim, or other adverse claim. Although each Guarantor has been informed of the matters set forth herein and has acknowledged and agreed to same, each Guarantor understands that neither Agent nor any Lender has any obligation to inform any Guarantor of such matters in the future or to seek any Guarantor's acknowledgment or agreement to future amendments, waivers, or consents, and nothing herein creates such a duty.

The undersigned further agree that after giving effect to the Agreement, each Reaffirmed Loan Document remains in full force and effect.

BTCSF, LLC,

a Delaware limited liability company

By: /s/ Kevin Nystrom _____

Name: Kevin Nystrom

Title: Interim Chief Executive Officer, President and
Chief Restructuring Officer

BT FINANCING, INC.,

a Delaware corporation

By: /s/ Kevin Nystrom _____

Name: Kevin Nystrom

Title: Interim Chief Executive Officer, President and
Chief Restructuring Officer