

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

In re:

BOOMERANG TUBE, LLC, a Delaware limited liability company, *et al.*,¹

Debtors.

Chapter 11

Case No. 15-11247 (MFW)

Jointly Administered

**NOTICE OF FILING OF (I) THIRD AMENDMENT
TO PLAN SUPPORT AGREEMENT, (II) FORBEARANCE
AGREEMENT AND AMENDMENT NO. 1 TO DEBTOR-IN-POSSESSION
CREDIT AGREEMENT RELATED TO DIP ABL FACILITY, AND
(III) FORBEARANCE AGREEMENT RELATED TO DIP TERM FACILITY**

PLEASE TAKE NOTICE that on October 8, 2015, the above-captioned debtors and debtors-in-possession entered into the (i) *Third Amendment to Plan Support Agreement*, which is attached hereto as **Exhibit 1**, (ii) *Forbearance Agreement and Amendment No. 1 to Debtor-In-Possession Credit Agreement* related to the DIP ABL Facility, which is attached hereto as **Exhibit 2**, and (iii) *Forbearance Agreement* related to the DIP Term Facility, which is attached hereto as **Exhibit 3**.

Dated: Wilmington, Delaware
October 21, 2015

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Ryan M. Bartley
Robert S. Brady (No. 2847)
Sean M. Beach (No. 4070)
Margaret Whiteman Greecher (No. 4652)
Patrick A. Jackson (No. 4976)
Ryan M. Bartley (No. 4985)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

Counsel for the Debtors and Debtors in Possession

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Boomerang Tube, LLC (9415); BTCSP, LLC (7632); and BT Financing, Inc. (6671). The location of the Debtors' corporate headquarters is 14567 North Outer Forty, Suite 500, Chesterfield, Missouri 63017.

EXHIBIT 1

Third Amendment to Plan Support Agreement

THIRD AMENDMENT TO PLAN SUPPORT AGREEMENT

This **THIRD AMENDMENT TO PLAN SUPPORT AGREEMENT** (this "Amendment") is made and entered into and is effective as of October 7, 2015, by and among: (i) Boomerang Tube, LLC, a Delaware limited liability company (the "Borrower"), BTCSP, LLC, a Delaware limited liability company ("BTCSP"), and BT Financing, Inc., a Delaware corporation ("BT Financing") (as debtors in possession, the Borrower, BTCSP and BT Financing are collectively referred to herein as the "Debtors"); (ii) Cortland Capital Market Services LLC ("Cortland"), as administrative agent and collateral agent for the lenders who are parties to the First Lien Term Loan Credit Agreement (in such capacities, together with any successors and assigns in such capacities, the "First Lien Term Agent"), and each of the First Lien Term Lenders who is a party hereto (the "Amending First Lien Term Lenders"); (iii) Cortland, as administrative agent and collateral agent for the lenders who are parties to the Second Lien Term Loan Credit Agreement (as successor to Bank of America, N.A., in such capacities, together with any successors and assigns in such capacities, the "Second Lien Term Agent"; together with the First Lien Term Agent, collectively, the "Term Agents"), and each of the lenders Second Lien Term Lenders who is party hereto (the "Amending Second Lien Term Lenders"; together with the Amending First Lien Term Lenders, collectively, the "Amending Term Lenders"); and (iv) Wells Fargo Capital Finance, LLC, as agent for the lenders who are party to the ABL Credit Agreement (in such capacity, together with any successors and assigns in such capacity, the "ABL Agent"; together with the Term Agents, collectively, the "Agents"), and each of the ABL Lenders who is party hereto (the "Amending ABL Lenders"; the Amending Term Lenders and the Amending ABL Lenders are collectively referred to herein as the "Amending Lenders"). Each of the Debtors, the Agents and the Amending Lenders is individually referred to herein as a "Party" and collectively as the "Parties". Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the PSA (as defined below).

RECITALS

A. The Debtors, the Agents, the Consenting Lenders and the Consenting Equityholders are parties to that certain Plan Support Agreement, dated as of June 8, 2015 (as amended by that certain First Amendment and Waiver, thereto, dated as of July 13, 2015, that certain Second Amendment thereto, dated as of August 6, 2015, and as further amended, restated, supplemented or otherwise modified from time-to-time, the "PSA").

B. In accordance with Section 1(d) of the PSA, the Debtors commenced the Chapter 11 Cases in the Bankruptcy Court on June 9, 2015.

C. The Debtors have requested that the Agents and the Required Consenting Lenders make certain amendments to the provisions of the PSA as more fully described below, in each case, subject to the terms and conditions of this Amendment, and the Agents and the Amending Lenders, which collectively constitute Required Consenting Lenders, have agreed to make such amendments.

NOW, THEREFORE, for and in consideration of the matters contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The Recitals are incorporated herein by this reference.

2. Reaffirmation. The Parties agree that the PSA remains and shall continue in full force and effect, except as expressly modified by this Amendment, and is valid, binding, and enforceable in accordance with its terms. Each of the Parties hereby ratifies, affirms, and confirms the PSA, including, without limitation, the Recitals set forth therein, and all of its duties and obligations thereunder.

3. Amendments to PSA. In accordance with Section 17 of the PSA, the PSA is hereby amended as follows:

(a) Section 1(i) of the PSA is hereby amended by deleting the date “September 22, 2015” set forth therein and substituting “October 23, 2015” therefor.

(b) Section 1(j) of the PSA is hereby amended by deleting the date “October 6, 2015” set forth therein and substituting “November 6, 2015” therefor.

(c) Section 8(a) of the PSA is hereby amended and restated in its entirety as follows:

“a. immediately upon written notice from any Agent (acting at the direction of the applicable Required Consenting Lenders) to the Company, if the Company does not comply timely with any deadline set forth in paragraph 1;”

4. Effectiveness. This Amendment shall become effective upon the execution and delivery of counterpart signatures by each of the Company, the Agents and the Required Consenting Lenders.

5. Miscellaneous.

(a) Severability. Each provision of this Amendment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(b) Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Amendment. Delivery of an executed signature page of this Amendment by facsimile or portable document format shall be effective as delivery of a manually executed signature page of this Amendment.

(c) Governing Law. This Amendment shall be governed by and construed in accordance with the law of the state pursuant to which the PSA is governed.

(d) Parties in Interest. This Amendment shall be binding upon and inure to the benefit of each Party hereto and each of their respective successors and assigns, and nothing in

this Amendment is intended to confer upon any other person, whether or not named herein, any rights or remedies of any nature whatsoever under or by reason of this Amendment.

(e) Descriptive Headings. Headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Amendment.

(f) Representations and Warranties. Each of the Parties represents and warrants (in the case of the Debtors, subject to Bankruptcy Court approval of the assumption of the PSA by the Debtors) as to itself only, on a several but not joint basis, that: (i) the concepts embodied in this Amendment have been voluntarily and independently negotiated by such Party, including its legal counsel, this Amendment is satisfactory to such Party, and such Party understands the terms of this Amendment and intends to fully perform and be bound by this Amendment; (ii) it is duly created, validly existing and in good standing under the laws of the state of its organization and that the undersigned signatory of such Party is authorized on its behalf to execute and deliver this Amendment, and any other instrument executed and delivered in connection herewith, and upon such execution and delivery each such entity shall be bound by all such instruments; (iii) such Party has the legal right, power, capacity and authority to enter into and perform such Party's covenants, obligations and agreements under this Amendment and the other instruments referenced herein and delivered pursuant hereto, all corporate, company, partnership and other actions required in connection with the authorization, execution, delivery and performance of this Amendment by such Party have been duly taken and, when executed and delivered by such Party, this Amendment shall constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; (iv) to the knowledge of the undersigned signatory of such Party, the execution, delivery and performance by it (when such performance is due) of this Agreement does not and shall not contravene any provision of law, statute, rule or regulation to which such Party is subject or any judgment, decree, license, order or permit applicable to such Party, or conflict or be inconsistent with, or result in any breach of any of the terms of the covenants, conditions or provisions of, or constitute a delay under any other obligation of such Party; and (v) no consent, approval, authorization or order of any court or governmental authority or third party is required in connection with the execution, delivery and performance by such Party.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have each caused this Amendment to be duly executed and delivered by their respective, duly authorized officers as of the date first above written.

DEBTORS:

BOOMERANG TUBE, LLC

By:  _____

Name: Kevin Nystrom
Title: Interim Chief Executive Officer, President
and Chief Restructuring Officer

BTCSP, LLC

By: _____

Name: Michael P. Cullen
Title: Secretary

BT FINANCING, INC.

By: _____

Name: Michael P. Cullen
Title: Director


IN WITNESS WHEREOF, the undersigned have each caused this Amendment to be duly executed and delivered by their respective, duly authorized officers as of the date first above written.

DEBTORS:


BOOMERANG TUBE, LLC

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

BTCSP, LLC

By: 
Name: Michael P. Cullen
Title: Secretary

BT FINANCING, INC.

By: 
Name: Michael P. Cullen
Title: Director

ABL AGENT AND ABL LENDERS:

**WELLS FARGO CAPITAL FINANCE, LLC,
in its capacity as administrative agent and a lender
under the ABL Credit Agreement**

By:  _____

Name:

Title:

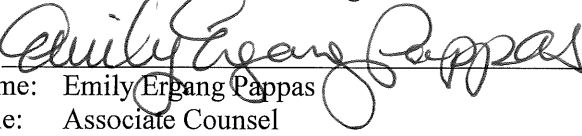
BANK OF AMERICA, N.A.,

**in its capacity as a lender
under the ABL Credit Agreement**

By: 
Name: MARK PORTER
Title: SVP

TERM AGENTS:

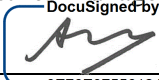
**CORTLAND CAPITAL MARKET SERVICES LLC,
solely in its capacities as administrative agent and collateral agent
under the Term Loan Credit Agreements**

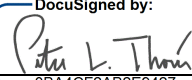
By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

TERM LENDERS:

ACCESS TUBULAR LENDER LLC

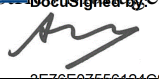
By: Access Industries Management, LLC, its Manager

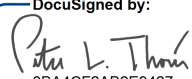
By: 
Name: Alejandro Moreno
Title: Executive Vice President

By: 
Name: Peter L. Thoren
Title: Executive Vice President

ACCESS TUBULAR INVESTMENTS LLC

By: Access Industries Management, LLC, its Manager

By: 
Name: Alejandro Moreno
Title: Executive Vice President


By: 
Name: Peter L. Thoren
Title: Executive Vice President

ARROWOOD INDEMNITY COMPANY

By: Babson Capital Management LLC as Investment Adviser

By: _____

Name:
Title:


MICHAEL J. FEY
Director

**ARROWOOD INDEMNITY COMPANY AS
ADMINISTRATOR OF THE PENSION PLAN OF
ARROWOOD INDEMNITY COMPANY**

By: Babson Capital Management LLC as Investment Adviser

By: _____

Name:
Title:


MICHAEL J. FEY
Director

C.M. LIFE INSURANCE COMPANY

By: Babson Capital Management LLC as Investment Adviser

By: _____

Name:
Title:


MICHAEL J. FEY
Director

**MASSACHUSETTS MUTUAL LIFE INSURANCE
COMPANY**

By: Babson Capital Management LLC as Investment Adviser

By: _____

Name:
Title:


MICHAEL J. FEY
Director

**BABSON CAPITAL FLOATING RATE INCOME
MASTER FUND, L.P.**

By: Babson Capital Management LLC as Investment Manager

By: _____
Name: _____
Title: **MICHAEL J. FEY**
Director

CITY OF NEW YORK GROUP TRUST

By: Babson Capital Management LLC as Investment Manager

By: _____
Name: _____
Title: **MICHAEL J. FEY**
Director

BABSON CAPITAL CREDIT 1 LIMITED

By: Babson Capital Management LLC as Investment Manager

By: _____
Name: _____
Title: **MICHAEL J. FEY**
Director

**BABSON CAPITAL LOAN STRATEGIES MASTER FUND,
L.P.**

By: Babson Capital Management LLC as Investment Manager

By: _____
Name: _____
Title: **MICHAEL J. FEY**
Director

BABSON CLO LTD. 2011-I

By: Babson Capital Management LLC as Collateral Manager

By: 
Name: _____
Title: **MICHAEL J. FEY**
Director

BABSON CLO LTD. 2012-I

By: Babson Capital Management LLC as Collateral Manager

By: 
Name: _____
Title: **MICHAEL J. FEY**
Director

BABSON CLO LTD. 2012-II

By: Babson Capital Management LLC as Collateral Manager

By: 
Name: _____
Title: **MICHAEL J. FEY**
Director

BABSON CAPITAL LOANS 2 LIMITED

By: Babson Capital Management LLC as Sub-Investment Manager

By: 
Name: _____
Title: **MICHAEL J. FEY**
Director

BABSON CAPITAL CREDIT 2 LIMITED

By: Babson Capital Management LLC as Sub-Investment Manager

By: 
Name: _____
Title: **MICHAEL J. FEY**
Director

BABSON CAPITAL GLOBAL LOANS LIMITED

By: Babson Capital Management LLC as Sub-Investment
Manager

By: _____

Name:

Title:

MICHAEL J. FEY

Director

**BABSON CAPITAL GLOBAL SHORT DURATION HIGH
YIELD FUND**

By: Babson Capital Management LLC as Investment Manager

By: _____

Name:

Title:

MICHAEL J. FEY

The foregoing is executed on behalf of Babson Capital Global Short Duration High Yield Fund, organized under an Agreement and Declaration of Trust dated May 19, 2011, as amended from time to time. The obligations of such Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, but only the Trust's property and assets shall be bound.

**BABSON GLOBAL CREDIT INCOME OPPORTUNITIES
FUND**, a series of Babson Capital Funds Trust

By: Babson Capital Management LLC as Investment Manager

By: _____

Name:

Title:



MICHAEL J. FEY
Director

The foregoing is executed on behalf of Babson Global Credit Income Opportunities Fund, a series of Babson Capital Funds Trust, organized under an Agreement and Declaration of Trust dated May 3, 2013, as amended from time to time. The obligations of such series Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, or any other series of the Trust but only the property and assets of the relevant series Trust shall be bound.

BABSON GLOBAL FLOATING RATE FUND, a series of
Babson Capital Funds Trust

By: Babson Capital Management LLC as Investment Manager

By: _____

Name:

Title:



MICHAEL J. FEY
Director

The foregoing is executed on behalf of Babson Global Floating Rate Fund, a series of Babson Capital Funds Trust, organized under an Agreement and Declaration of Trust dated May 3, 2013, as amended from time to time. The obligations of such series Trust are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, shareholders, officers, employees or agents of such Trust, or any other series of the Trust but only the property and assets of the relevant series Trust shall be bound.

BABSON CAPITAL LOANS 1 LIMITED

By: Babson Capital Management LLC as Sub-Investment
Manager

By: _____

Name:

Title:



MICHAEL J. FEY
Director

BCGSS 2 S.a.r.l.

acting by its attorney
BABSON CAPITAL MANAGEMENT LLC

By:

Name:
Title:



MICHAEL J. FEY
Director

BANK OF AMERICA, N.A.


By:  _____

Name: Jonathan M. Barnes

Title: Vice President

BDCM OPPORTUNITY FUND III, L.P.

By: BDCM Opportunity Fund III Adviser, L.L.C., its Investment Manager

By: 
Name: **Stephen H. Deckoff**
Title: **Managing Principal**

BDCM OPPORTUNITY FUND IV, L.P.

By: BDCM Opportunity Fund IV Adviser, L.L.C., its Investment Manager

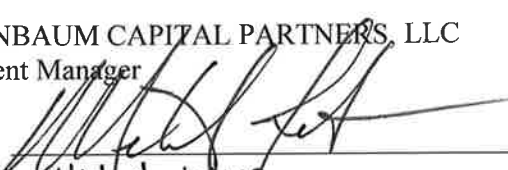
By: 
Name: **Stephen H. Deckoff**
Title: **Managing Principal**

SPECIAL VALUE CONTINUATION PARTNERS, LP

By: TENNENBAUM CAPITAL PARTNERS, LLC

Its: Investment Manager

By:



Name: Michael Leitner
Title: Managing Partner

TENNENBAUM OPPORTUNITIES PARTNERS V, LP

By: TENNENBAUM CAPITAL PARTNERS, LLC

Its: Investment Manager

By:


Name: Michael Leitner
Title: Managing Partner

TENNENBAUM SENIOR LOAN FUND II, LP

By: TENNENBAUM CAPITAL PARTNERS, LLC

Its: Investment Manager

By:


Name: Michael Leitner
Title: Managing Partner

EXHIBIT 2

DIP ABL Facility Forbearance and Amendment

**FORBEARANCE AND AMENDMENT NO. 1 TO
DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

This FORBEARANCE AND AMENDMENT NO. 1 TO DEBTOR-IN-POSSESSION CREDIT AGREEMENT (this "Agreement"), dated as of October 7, 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) "Forbearance Period" means the period commencing on the date hereof and ending on the date which is the earliest of (i) November 6, 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 Anticipated 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 Prearranged Plan (as defined in the Support Agreement) or (v) 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.

SECTION 2. ACKNOWLEDGMENTS

2.1. **Acknowledgment of Obligations.** Borrower hereby acknowledges, confirms, and agrees that as of the close of business on September 30, 2015 (a) Borrower is indebted to Lenders in respect of the Advances in the principal amount of \$26,481,003.26, and (b) Borrower is indebted to Lenders in respect of the Letter of Credit Obligations in the principal amount of \$500,000. 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.

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 Anticipated Defaults.

SECTION 3. FORBEARANCE IN RESPECT OF ANTICIPATED DEFAULTS

3.1. **Acknowledgment of Anticipated Default.** Borrower hereby acknowledges and agrees that the Anticipated Defaults are expected to occur and be continuing, each of which will, upon the occurrence thereof, constitute an Event of Default 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, upon the occurrence of the Anticipated Defaults, Agent and Lenders would no longer be obligated to make any further Advances or issue any Letters of Credit as a result of the Anticipated Defaults and would 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 Anticipated Defaults. This forbearance shall include, solely during the Forbearance Period, the continued making of Advances, notwithstanding the Anticipated 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 Anticipated 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 Anticipated 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 Anticipated Defaults to the extent expressly set forth herein) occurring at any time.

(b) Subject to Section 3.2 above (solely with respect to the Anticipated 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 Anticipated 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

4.1. Amendments.

(a) The definition of Support Agreement in Schedule 1.1 of the Credit Agreement is hereby amended and restated in its entirety as follows:

"Support Agreement" means that certain Plan Support Agreement dated as of June 8, 2015 by and among Loan Parties, Existing Agent, Existing Lenders, Existing First Lien Term Debt Agent, certain Existing First Lien Term Debt Lenders, Existing Second Lien Term Debt Agent and certain Existing Second Lien Term Debt Lenders, as amended, supplemented or otherwise modified from time to time in accordance with the terms thereof.

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

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 Anticipated 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 C;

(c) Agent's receipt a fully executed copy of a forbearance agreement (satisfactory to Required Lenders) with respect to the Term Debt Credit 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, the parties hereto have executed this Agreement as of the day and year first above written.

LOAN PARTIES:

BOOMERANG TUBE, LLC

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

BTCSP, LLC

By: _____
Name: Michael P. Cullen
Title: Secretary

BT FINANCING, INC.


By: _____
Name: Michael P. Cullen
Title: Director

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 MARK PORTER
Title SVP

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

By _____
Name _____
Title _____

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 _____
Title _____

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

By  _____
Name DAN LAVEN
Title V.P.

**EXHIBIT A
TO
FORBEARANCE AGREEMENT**

Anticipated Defaults

1. Borrower is expected to fail to repay the outstanding amount of the Obligations, on the Maturity Date, which failure will constitute an Event of Default under Section 8.1 of the Credit Agreement.
2. Borrower is expected to fail 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 will constitute an Event of Default under Section 8.2(a) of the Credit Agreement.
3. Borrower is expected to default on 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.

**EXHIBIT B
TO
FORBEARANCE AGREEMENT**

Budget

See Attached.

Boomerang Tube - Weekly Cash Flow

(\$ in '000's)	09/25/15 1	10/02/15 2	10/09/15 3	10/16/15 4	10/23/15 5	10/30/15 6	11/06/15 7	Emergence Costs	Total
Receipts	2,185	1,908	1,984	2,254	2,254	2,525	2,206		15,316
Operating Disbursements	3,725	2,658	2,233	2,504	2,233	2,233	1,591	8,473	25,650
Payroll, Healthcare and Other Benefits	330	824	344	1,409	344	814	627	710	5,401
Utility Deposit (Credit)	0	0	0	0	0	0	(110)		(110)
Capital Expenditures	0	786	0	576	0	0	0		1,362
Professional Fees: Debtor Advisors	290	800	0	0	0	0	0	2,720	3,810
Professional Fees: Committee Advisors	0	216	0	0	0	0	0	372	588
Lender Reimbursements: ABL Advisor Fees	0	0	0	0	0	0	0	1,061	1,061
Lender Reimbursements: TL Advisor Fees	250	367	0	0	0	0	0	3,368	3,985
Other Restructuring	0	0	0	0	0	0	0	429	429
Debt Service - Fees, Interest & Principal	241	419	0	443	0	348	150		1,600
Total Disbursements	4,837	6,069	2,576	4,931	2,576	3,395	2,258	17,131	43,773
Net Cash Flow	(2,651)	(4,162)	(593)	(2,677)	(322)	(870)	(52)	(17,131)	(28,458)
Cumulative Net Cash Flow	(2,651)	(6,813)	(7,406)	(10,082)	(10,404)	(11,274)	(11,327)	(28,458)	
Priming Loan									
Beginning Balance	0	0	0	0	0	0	0	0	0
Additional Borrowing / (Repayments)	0	0	0	0	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	70,000	70,000
Additional Borrowing / (Repayments)	0	0	0	0	0	0	10,000	0	0
PIK	0	0	0	0	0	0	0	0	0
Ending Balance	60,000	60,000	60,000	60,000	60,000	60,000	70,000	70,000	70,000
Prepetition ABL									
Beginning Balance	3,274	3,274	3,274	3,274	3,274	3,274	3,274	3,274	3,274
Additional Borrowing / (Repayments)	0	0	0	0	0	0	0	0	0
Ending Balance	3,274	3,274	3,274	3,274	3,274	3,274	3,274	3,274	3,274
ABL DIP									
Beginning Balance	22,473	25,680	23,518	19,996	19,290	19,084	18,694	23,394	23,394
Additional Borrowing / (Repayments)	3,207	(2,162)	(3,522)	(706)	(206)	(390)	4,700	0	0
Ending Balance	25,680	23,518	19,996	19,290	19,084	18,694	23,394	23,394	23,394
Prepetition ABL and ABL DIP	28,954	26,792	23,270	22,564	22,358	21,968	26,668	26,668	26,668
Plus: Letter of Credit	500	500	500	500	500	500	362	362	362
Total Outstanding	29,454	27,292	23,770	23,064	22,858	22,468	27,031	27,031	27,031
Cash									
Beginning Balance	26,640	27,196	20,872	16,758	13,375	12,847	11,587	26,234	26,234
Net in Change Cash	556	(6,323)	(4,115)	(3,383)	(528)	(1,260)	14,648	(17,131)	(17,131)
Ending Balance	27,196	20,872	16,758	13,375	12,847	11,587	26,234	9,103	9,103
Borrowing Base	26,183	26,292	23,270	23,064	22,858	22,468	22,031	22,031	22,031
Overadvance (Availability)	3,271	1,000	500	0	0	0	5,000	5,000	5,000
Max Overadvance	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Net Availability	1,729	4,000	4,500	5,000	5,000	5,000	0	0	0
Liquidity ¹	28,925	24,872	21,258	18,375	17,847	16,587	26,234	9,103	9,103

Note:

1. Per Exit ABL Financing Agreement, the Company must have liquidity greater than \$5.5 million upon emergence.

EXHIBIT C
to
FORBEARANCE AGREEMENT

Consent and Reaffirmation

Each of the undersigned (each a "**Guarantor**") hereby (i) acknowledges receipt of a copy of the foregoing Forbearance 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.

BTCSP, LLC,
a Delaware limited liability company

By: 
Name: Michael P. Cullen
Title: Secretary

BT FINANCING, INC.,
a Delaware corporation


By: 
Name: Michael P. Cullen
Title: Director

EXHIBIT 3

DIP Term Forbearance

FORBEARANCE AGREEMENT

This FORBEARANCE AGREEMENT (this “Agreement”) is entered into as of October 7, 2015, by and among BOOMERANG TUBE, LLC, a Delaware limited liability company (the “Borrower”), BTCSP, LLC, a Delaware limited liability company (“BTCSP”), and BT FINANCING, INC., a Delaware corporation (“BT Financing”; together with BTCSP and the Borrower, each a “Loan Party” and, collectively the “Loan Parties”), each a debtor and debtor-in-possession under Chapter 11 of the Bankruptcy Code, CORTLAND CAPITAL MARKET SERVICES LLC, as administrative agent and collateral agent for the Secured Parties (in such capacities, the “Agent”), and the Lenders whose signatures appear below (the “Forbearing Lenders”), which collectively constitute Required Lenders. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement (as hereinafter defined).

RECITALS

WHEREAS, the Borrower, the Lenders, and the Agent are parties to that certain Debtor-In-Possession Credit Agreement, dated as of June 11, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, as of the date hereof, the Events of Default identified as “Current Defaults” on Exhibit A hereto (collectively, the “Current Defaults”) have occurred and are continuing and the Events of Default identified as “Anticipated Defaults” on Exhibit A hereto (collectively, the “Anticipated Defaults,” and together with the Current Defaults, the “Specified Defaults”) are expected to occur prior to the expiration of the Forbearance Period (as hereinafter defined);

WHEREAS, pursuant to Section 9.1 of the Credit Agreement, upon the passage of any applicable grace periods, each of the Specified Defaults shall constitute an Event of Default.

WHEREAS, upon the occurrence and during the continuation of any Event of Default, the Agent has the right, pursuant to the terms of the DIP Loan Documents and applicable law, to, among other things, declare the unpaid principal of and any accrued interest in respect of all DIP Loans and any and all other indebtedness or obligations of any and every kind owing by a Loan Party to any of the Lenders under the DIP Loan Documents (collectively, the “Obligations”) to be immediately due and payable, to collect the indebtedness due to the Lenders under the DIP Loan Documents, enforce any and all rights and interests created under the DIP Loan Documents and the Orders, and to exercise any and all other legal rights and remedies available to Agent and Lenders, having reserved and preserved all rights they have at law, in equity, by agreement or otherwise.

WHEREAS, Borrower has requested that during the Forbearance Period, the Agent and the Lenders forbear from exercising their rights and remedies against the Loan Parties with respect to the Specified Defaults, notwithstanding the existence of the Specified Defaults, but not to waive any such Specified Defaults.

WHEREAS, subject to the terms and conditions set forth herein, the Agent has agreed, for itself and on behalf of the Lenders, to forbear from exercising any default-related rights and

remedies against the Loan Parties solely with respect to the Specified Defaults in accordance with this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the terms, covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Recitals.

The Recitals, which are true and correct, are incorporated herein by reference.

SECTION 2. Confirmation by Loan Parties of Obligations and Specified Defaults.

(a) Each Loan Party acknowledges and agrees that as of the close of business on October 7, 2015, the aggregate principal balance of the outstanding DIP Loans under the Credit Agreement was not less than \$60,000,000.00. The foregoing amount does not include interest, fees, expenses and other amounts which are chargeable or otherwise reimbursable under the Credit Agreement and the other DIP Loan Documents. None of the Loan Parties have any rights of offset, defenses, claims or counterclaims with respect to any of the Obligations.

(b) Each Loan Party acknowledges and agrees that (i) each of the Specified Defaults constitutes (or will, upon the occurrence thereof, constitute) an Event of Default (the Loan Parties hereby waiving any requirement that any notice with respect to any Specified Default be delivered to the Loan Parties under the Credit Agreement), (ii) except for the Specified Defaults, no other Defaults or Events of Default have occurred and are continuing as of the date hereof, or are reasonably expected to occur during the Forbearance Period, as the case may be, and (iii) no waiver by the Agent or any Lender with respect to any Specified Default is in effect. Each of the Specified Defaults: (A) relieves the Lenders from any obligation to extend any DIP Loan or provide other financial accommodations under the Credit Agreement or other DIP Loan Documents, and (B) permits, among other things, (1) the Agent, at the direction of the Required Lenders, to commence any legal or other action to collect any or all of the Obligations from any Loan Party and/or any DIP Collateral or any other property as to which any other Person (other than the Loan Parties or their Subsidiaries) granted the Agent a security interest therein as security for the Obligations or any guaranty thereof (collectively, the "Other Collateral"), and/or (2) the Agent, at the direction of the Required Lenders, to take any other enforcement action or otherwise exercise any or all of its rights and remedies provided for by any or all of the Credit Agreement, the other DIP Loan Documents, the Orders or applicable law, in each case, in accordance with the terms and conditions of the Credit Agreement, the other DIP Loan Documents, the Orders and applicable law.

SECTION 3. Forbearance; Forbearance Default Rights and Remedies.

(a) Effective as of the Forbearance Effective Date (as hereinafter defined), the Agent, for itself and on behalf of the Lenders, and each Lender party hereto agrees that until the expiration or termination of the Forbearance Period, it will temporarily forbear from exercising any default-related rights and remedies against any Loan Party, any of its Subsidiaries, any of the DIP Collateral or any of the Other Collateral, in each case solely with respect to the Specified

Defaults, but not to waive any such Specified Defaults, and that no default interest shall accrue or be due during the Forbearance Period on account of the Specified Defaults; provided, however, that:

(i) the Lenders shall have no obligation whatsoever to make, issue or renew, as applicable, any further DIP Loans or other extensions of credit to any Loan Party pursuant to this Agreement, the Credit Agreement, any other DIP Loan Document or otherwise;

(ii) except as otherwise expressly provided herein, each of the Specified Defaults shall constitute an actionable Event of Default for the purpose of triggering all limitations, restrictions or prohibitions on certain actions that may be taken or omitted or otherwise acquiesced to by or on behalf of any Loan Party pursuant to the Credit Agreement or any other DIP Loan Document, including, without limitation, any limitations, restrictions or prohibitions with respect to any distribution, advance or other payment directly or indirectly from or for the benefit of any Loan Party to any other Loan Party, any direct or indirect owner of an equity interest in any Loan Party or any Affiliate of any of the foregoing; and any actions or inactions taken or omitted or otherwise acquiesced to by or on behalf of any Loan Party in violation of such provisions, in each case while any Default or Event of Default (including the Specified Defaults) exists, will constitute additional Events of Default under the Credit Agreement and the other DIP Loan Documents, as well as a Forbearance Default (as hereinafter defined) under this Agreement;

(iii) reservation of rights letters (subject to this Forbearance Agreement with respect to Forbearing Lenders) and default and/or other notices and correspondence to any Loan Party may be delivered in accordance with the terms of this Agreement; and

(iv) any and all rights, benefits, and remedies of the Agent and the Lenders under the ABL/Term Loan Intercreditor Agreement are expressly reserved and not waived, impaired or otherwise affected.

(b) As used herein, the term “Forbearance Period” shall mean the period beginning on the Forbearance Effective Date and ending on the earliest to occur of: (i) any Forbearance Default, (ii) the date any Loan Party repudiates or asserts any defense to any Obligation or other liability under or in respect of this Agreement, the Credit Agreement or any other DIP Loan Document, or makes or pursues any claim or cause of action against the Agent or any Lender related thereto (except for enforcement of this Agreement or any of the other DIP Loan Documents); (iii) the date, if any, on which the Bankruptcy Court enters an order denying confirmation of the Prearranged Chapter 11 Plan; (iv) the date on which the ABL DIP Agent or any other party seeks to exercise any default-related rights or remedies under the ABL DIP Facility Documents; and (v) November 6, 2015 at 5:00 p.m. prevailing Eastern Time (the occurrence of any of the foregoing clauses (i) through (v), a “Termination Event”). As used herein, the term “Forbearance Default” shall mean: (A) the occurrence of any Event of Default other than the Specified Defaults; (B) the failure of any Loan Party to timely comply with any material term, condition, or covenant set forth in this Agreement; (C) the failure of any representation or warranty made by any Loan Party under this Agreement or any of the other Forbearance Documents (as hereinafter defined) to be true and complete in all material respects

as of the date when made. Any Forbearance Default shall constitute an immediate Event of Default under the Credit Agreement and other DIP Loan Documents, as well as a Forbearance Default.

(c) Upon the occurrence of a Termination Event, the agreement of the Agent, for itself and on behalf of the Lenders, hereunder to forbear from exercising any default-related rights and remedies shall immediately terminate without the requirement of any demand, presentment, protest, or notice of any kind, all of which each of the Loan Parties waives. Each of the Loan Parties agrees that the Agent, upon the request and direction of the Required Lenders, may at any time after a Termination Event proceed to exercise any and all of its rights and remedies under any or all of the Credit Agreement, any other DIP Loan Document, the Orders and/or applicable law, including, without limitation, its rights and remedies with respect to any Specified Default that is continuing at such time, in each case, in accordance with the terms and conditions of the Credit Agreement, the other DIP Loan Documents, the Orders and applicable law. Without limiting the generality of the foregoing, upon the occurrence of a Termination Event, without the requirement of any demand, presentment, protest, or notice to the Loan Parties of any kind, the Agent, upon the request and direction of the Required Lenders, may commence any legal or other action to collect any or all of the Obligations from any Loan Party and/or any DIP Collateral or Other Collateral, in each case, in accordance with the terms and conditions of the Credit Agreement, the other DIP Loan Documents, the Orders and applicable law.

(d) Any agreement to extend the Forbearance Period, if any, must be set forth in writing and signed by a duly authorized signatory of Agent and the Required Lenders, and each of the Loan Parties acknowledges that neither the Agent nor the Forbearing Lenders have made any assurances concerning any possibility of an extension of the Forbearance Period.

SECTION 4. General Cooperation from Loan Parties.

Each Loan Party shall, with reasonable promptness upon request therefor, furnish information reasonably requested by Agent and/or the Lenders regarding the DIP Collateral or any Loan Party's business, properties or financial condition.

SECTION 5. Representations, Warranties and Covenants of Borrower and Other Loan Parties.

Each of the Loan Parties represents, warrants and covenants that:

(a) In order to induce Agent and the Forbearing Lenders to enter into this Agreement, the Borrower and each other Loan Party represents and warrants, as of the date hereof and the Forbearance Effective Date, as set forth below that it has the power and authority, and the legal right, to make, deliver and perform the Agreement and any agreement or certificate required to be delivered hereunder (collectively, the "Forbearance Documents") to which it is a party. The Borrower has taken all necessary corporate action to authorize the execution and performance of the Forbearance Documents to which it is a party. No consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement or any of the other Forbearance Documents, except consents,

authorizations, filings and notices required after the Forbearance Effective Date in the ordinary course of business which have been obtained or made and are in full force and effect. Each Forbearance Document has been duly executed and delivered on behalf of the Borrower and the other Loan Parties, as applicable. This Agreement and each other Forbearance Document constitutes a legal, valid and binding obligation of the Loan Parties, enforceable against the Loan Parties in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law);

(b) Except with respect to the Specified Defaults, each of the representations and warranties contained in the Credit Agreement and the other DIP Loan Documents is true and correct in all material respects (or, to the extent such representations are already qualified by materiality in the applicable DIP Loan Document, in all respects) on and as of the date hereof as if made on the date hereof, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (or, to the extent such representations are already qualified by materiality in the applicable DIP Loan Document, in all respects) as of such earlier date, and, except with respect to the Specified Defaults, each of the agreements and covenants in the Credit Agreement and the other DIP Loan Documents is hereby reaffirmed with the same force and effect as if each were separately stated herein and made as of the date hereof;

(c) Neither the execution, delivery and performance of this Agreement and all documents and instruments delivered in connection herewith nor the consummation of the transactions contemplated hereby or thereby does or shall contravene, result in a breach of, or violate (i) any provision of any Loan Party's organizational documents, (ii) any law or regulation, or any order or decree of any court or government instrumentality, or (iii) any indenture, mortgage, deed of trust, lease, agreement or other instrument to which any Loan Party is a party or by which any Loan Party or any of its property is bound;

(d) As of the date hereof, except for the Specified Defaults, no Default or Event of Default has occurred and is continuing (or is reasonably expected to occur and be continuing) under this Agreement, the Credit Agreement or any other DIP Loan Document;

(e) Before execution and delivery of this Agreement, Agent and the Lenders had no obligation to negotiate with any of the Loan Parties or any other person or entity concerning anything contained herein. Each Loan Party agrees that the Agent's and the Forbearing Lenders' execution of this Agreement does not create any such obligation; and

(f) Each Loan Party has made its own decisions regarding all of its operations and its incurrence and payment of all third party debt and all other payments.

SECTION 6. Ratification of Liability.

Each of the Loan Parties hereby ratifies and reaffirms all of its payment and performance obligations and obligations to indemnify, contingent or otherwise, under each of such DIP Loan Documents to which such party is a party, and each such party hereby ratifies and reaffirms its grant of liens on or security interests in its properties pursuant to such DIP Loan

Documents to which it is a party as security for the Obligations under or with respect to the Credit Agreement, and confirms and agrees that such liens and security interests, all of which are valid, properly perfected (to the extent required by the DIP Loan Documents) and have the priority required by the DIP Loan Documents, hereafter secure all of the Obligations, including, without limitation, all additional Obligations hereafter arising or incurred pursuant to or in connection with this Agreement, the Credit Agreement or any other DIP Loan Document. Each of the Loan Parties further agrees and reaffirms that the DIP Loan Documents to which it is a party apply to all DIP Facility Obligations (including, without limitation, all additional Obligations hereafter arising or incurred pursuant to or in connection with this Agreement, the Credit Agreement or any other DIP Loan Document). Each such party (i) further acknowledges receipt of a copy of this Agreement and all other agreements, documents, and instruments executed and/or delivered in connection herewith, (ii) consents to the terms and conditions of same, and (iii) agrees and acknowledges that, except as expressly set forth herein, each of the DIP Loan Documents remains in full force and effect and is hereby ratified and confirmed. Except as expressly provided herein, the execution of this Agreement shall not operate as a waiver of any right, power or remedy of Agent or the Lenders, nor constitute an amendment or waiver of any provision of any of the DIP Loan Documents nor constitute a novation of any of the Obligations under the Credit Agreement or other DIP Loan Documents.

SECTION 7. Reference to and Effect Upon the Credit Agreement.

(a) Except as expressly modified hereby, all terms, conditions, covenants, representations and warranties contained in the Credit Agreement and other DIP Loan Documents, and all rights of Agent and the Lenders and all of the Obligations, shall remain in full force and effect.

(b) Except as expressly set forth herein, the execution, delivery and effectiveness of this Agreement shall not directly or indirectly (i) create any obligation to defer any enforcement action after the occurrence and continuance of any Default or Event of Default (including, without limitation, any Forbearance Default), (ii) constitute a consent or waiver of any past, present or future violations of any provisions of the Credit Agreement, this Agreement or any other DIP Loan Documents, (iii) amend, modify or operate as a waiver of any provision of the Credit Agreement or any other DIP Loan Documents or any right, power or remedy of Agent or Lenders, (iv) constitute a consent to any merger or other transaction or to any sale, restructuring or refinancing transaction or (v) constitute a course of dealing or other basis for altering any Obligations or any other contract or instrument. Except as expressly set forth herein, Agent and Lenders reserve all of their respective rights, powers, and remedies under the Credit Agreement, this Agreement, the other DIP Loan Documents, the Orders and applicable law. All of the provisions of the Credit Agreement and the other DIP Loan Documents are hereby reiterated.

(c) From and after the Forbearance Effective Date, the term “DIP Loan Documents” in the Credit Agreement and the other DIP Loan Documents shall include, without limitation, this Agreement and any other Forbearance Document.

(d) This Agreement shall not be deemed or construed to be a satisfaction, reinstatement, novation or release of the Credit Agreement or any other DIP Loan Document or any obligations arising thereunder.

SECTION 8. Construction.

This Agreement and all other agreements and documents executed and/or delivered in connection herewith have been prepared through the joint efforts of all of the parties hereto. Neither the provisions of this Agreement nor any such other agreements and documents nor any alleged ambiguity therein shall be interpreted or resolved against any party on the ground that such party or its counsel drafted this Agreement or such other agreements and documents, or based on any other rule of strict construction. Each of the parties hereto represents and declares that such party has carefully read this Agreement and all other agreements and documents executed in connection therewith, and that such party knows the contents thereof and signs the same freely and voluntarily. The parties hereto acknowledge that they have been represented by legal counsel of their own choosing in negotiations for and preparation of this Agreement and all other agreements and documents executed in connection herewith and that each of them has read the same and had their contents fully explained by such counsel and is fully aware of their contents and legal effect.

SECTION 9. Counterparts.

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. A counterpart hereof executed and delivered by facsimile or pdf or other similar electronic transmission shall be effective as an original.

SECTION 10. Governing Law; Jurisdiction, Waiver of Jury Trial, Etc.

(a) Governing Law. THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER FORBEARANCE DOCUMENT (EXCEPT, AS TO ANY OTHER FORBEARANCE DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT GOVERNED BY THE BANKRUPTCY CODE.

(b) Submission to Jurisdiction; Waivers. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(i) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND THE OTHER DIP LOAN DOCUMENTS TO WHICH IT IS A PARTY TO THE EXCLUSIVE GENERAL JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK FOR THE COUNTY OF NEW YORK (THE "NEW YORK SUPREME COURT"), AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK (THE "FEDERAL DISTRICT COURT," AND TOGETHER WITH THE NEW YORK SUPREME COURT, THE "NEW YORK COURTS") AND APPELLATE COURTS FROM EITHER OF THEM EXCEPT TO THE EXTENT THAT THE PROVISIONS OF THE BANKRUPTCY CODE ARE

APPLICABLE AND SPECIFICALLY CONFLICT WITH THE FOREGOING; PROVIDED THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE (I) THE AGENT FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE DIP COLLATERAL OR ANY OTHER SECURITY FOR THE DIP FACILITY OBLIGATIONS (IN WHICH CASE ANY PARTY SHALL BE ENTITLED TO ASSERT ANY CLAIM OR DEFENSE, INCLUDING ANY CLAIM OR DEFENSE THAT THIS SUBSECTION 10 WOULD OTHERWISE REQUIRE TO BE ASSERTED IN A LEGAL ACTION OR PROCEEDING IN A NEW YORK COURT), OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE AGENT, (II) ANY PARTY FROM BRINGING ANY LEGAL ACTION OR PROCEEDING IN ANY JURISDICTION FOR THE RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT AND (III) IF ALL SUCH NEW YORK COURTS DECLINE JURISDICTION OVER ANY PERSON, OR DECLINE (OR IN THE CASE OF THE FEDERAL DISTRICT COURT, LACK) JURISDICTION OVER ANY SUBJECT MATTER OF SUCH ACTION OR PROCEEDING, A LEGAL ACTION OR PROCEEDING MAY BE BROUGHT WITH RESPECT THERETO IN ANOTHER COURT HAVING JURISDICTION;

(ii) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT FORUM AND AGREES NOT TO PLEAD OR CLAIM THE SAME;

(iii) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO THE BORROWER, THE APPLICABLE LENDER OR THE AGENT, AS THE CASE MAY BE, AT ITS ADDRESS SET FORTH IN THE CREDIT AGREEMENT OR AT SUCH OTHER ADDRESS OF WHICH THE AGENT, ANY SUCH LENDER OR THE BORROWER SHALL HAVE BEEN NOTIFIED PURSUANT THERETO;

(iv) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR (SUBJECT TO CLAUSE (i) ABOVE) SHALL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION; AND

(v) WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION ANY CONSEQUENTIAL OR PUNITIVE DAMAGES.

(c) Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER

FORBEARANCE DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

SECTION 11. Severability.

The invalidity, illegality, or unenforceability of any provision in or obligation under this Agreement in any jurisdiction shall not affect or impair the validity, legality, or enforceability of the remaining provisions or obligations under this Agreement or of such provision or obligation in any other jurisdiction. If feasible, any such offending provision shall be deemed modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

SECTION 12. Further Assurances.

Each of the Loan Parties agrees to take all further actions and execute all further documents as Agent may from time to time reasonably request that are necessary to carry out the transactions contemplated by this Agreement and all other agreements executed and delivered in connection herewith.

SECTION 13. Section Headings.

The various headings of this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provisions hereof.

SECTION 14. Notices.

All notices, requests, and demands to or upon the respective parties hereto shall be given in accordance with the Credit Agreement.

SECTION 15. Effectiveness.

This Agreement shall become effective at the time (the “Forbearance Effective Date”) Agent shall have received: (a) duly executed signature pages for this Agreement signed by Agent, Forbearing Lenders who constitute Required Lenders, and the Loan Parties; and (b) a duly executed copy of that certain Forbearance Agreement, dated as of the date hereof, by and among the Loan Parties, the ABL DIP Agent and the ABL DIP Lenders party thereto.

SECTION 16. Assignments; No Third Party Beneficiaries.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, that no Loan Party shall be entitled to delegate any of its duties hereunder and no Loan Party shall assign any of its rights or remedies set forth in this Agreement without the prior written consent of Agent, acting at the direction of the Required Lenders. No Person other than the parties hereto and the Lenders not party hereto shall have any rights hereunder or be entitled to rely on this Agreement and all third-party beneficiary rights are hereby expressly disclaimed.

SECTION 17. Final Agreement.

This Agreement, the other Forbearance Documents, the Credit Agreement and the other DIP Loan Documents set forth in full the terms of agreement between the parties hereto and thereto and are intended as the full, complete, and exclusive contracts governing the relationship between such parties, superseding all other discussions, promises, representations, warranties, agreements, and understandings between the parties with respect thereto. Any waiver of any condition in, or breach of, any of the foregoing in a particular instance shall not operate as a waiver of other or subsequent conditions or breaches of the same or a different kind. Agent's exercise or failure to exercise any rights or remedies under any of the foregoing in a particular instance shall not operate as a waiver of its right to exercise the same or different rights and remedies in any other instances. There are no oral agreements among the parties thereto or hereto. For the avoidance of doubt, nothing in this Agreement or the other Forbearance Documents shall amend, release, waive or otherwise modify any obligations of any party under the PSA with respect to the Exit Term Facility (as defined therein).

SECTION 18. Miscellaneous.

(a) Each of the parties hereto agrees that the transactions contemplated hereby constitute a contemporaneous exchange for new value.

(b) The parties hereto recognize that the Loan Parties have not fully complied with the terms of the DIP Loan Documents as of the date hereof. No course of dealing between the Agent and the Lenders, on one hand, and the Loan Parties, on the other hand, is established by virtue of the Loan Parties' non-compliance therewith. The Loan Parties understand that Agent and the Lenders' failure to insist on strict performance as of such date shall not be interposed as a defense to Agent's exercise of its legal rights, nor shall it constitute a waiver of any thereof.

(c) The Loan Parties acknowledge that TIME IS OF THE ESSENCE with respect to the time for performance of the terms and conditions of this Agreement.

[Signature pages follow.]

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

LOAN PARTIES:

BOOMERANG TUBE, LLC

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

BTCSP, LLC

By: _____
Name: Michael P. Cullen
Title: Secretary

BT FINANCING, INC.

By: _____
Name: Michael P. Cullen
Title: Director


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

LOAN PARTIES:

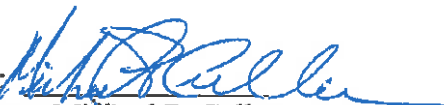
BOOMERANG TUBE, LLC

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

BTCSP, LLC


By: 
Name: Michael P. Cullen
Title: Secretary

BT FINANCING, INC.

By: 
Name: Michael P. Cullen
Title: Director

AGENT:

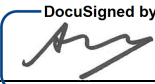
CORTLAND CAPITAL MARKET SERVICES
LLC, as the Administrative Agent and
Collateral Agent

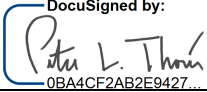
By: 
Name: Emily Ergang Pappas
Title: Associate Counsel

LENDERS:


ACCESS TUBULAR INVESTMENTS LLC, as a Lender

By: Access Industries Management, LLC, its Manager

By: 
DocuSigned by:
3E76E07566124C8
Name: Alejandro Moreno
Title: Executive Vice President

By: 
DocuSigned by:
0BA4CF2AB2E9427...
Name: Peter L. Thoren
Title: Executive Vice President

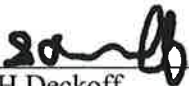
BANK OF AMERICA, N.A., as a Lender
solely in respect of its Global Credit Special
Situations group and not any other group, division
or unit of Bank of America, N.A.

By: 

Name: Jonathan M. Barnes
Title: Vice President


BDCM OPPORTUNITY FUND III, L.P., as a Lender

By: BDCM Opportunity Fund III Adviser, L.L.C., its Investment Manager

By: 
Name: Stephen H Deckoff
Title: Managing Principal

BDCM OPPORTUNITY FUND IV, L.P., as a Lender


By: BDCM Opportunity Fund IV Adviser, L.L.C., its Investment Manager

By: 
Name: Stephen H Deckoff
Title: Managing Principal

SPECIAL VALUE CONTINUATION PARTNERS, LP,
as a Lender

By: TENNENBAUM CAPITAL PARTNERS, LLC
Its: Investment Manager


By:


Name: Michael Leitner
Title: Managing Partner

TENNENBAUM OPPORTUNITIES PARTNERS V, LP,
as a Lender

By: TENNENBAUM CAPITAL PARTNERS, LLC
Its: Investment Manager

By:


Name: Michael Leitner
Title: Managing Partner

TENNENBAUM SENIOR LOAN FUND II, LP,
as a Lender

By: TENNENBAUM CAPITAL PARTNERS, LLC
Its: Investment Manager

By:


Name: Michael Leitner
Title: Managing Partner

**EXHIBIT A
TO
FORBEARANCE AGREEMENT**

Current Defaults

1. Loan Parties' failure to obtain the Bankruptcy Court's confirmation of the Prearranged Chapter 11 Plan by September 22, 2015, constituting an Event of Default under Section 9.1(l)(xiv)(B) of the Credit Agreement.

Anticipated Defaults

1. Borrower's failure to pay the outstanding and unpaid principal amount of the DIP Loans, together with interest thereon, on the Maturity Date under Section 9.1(a) of the Credit Agreement.
2. Borrower's default in the payment of principal of and interest on the ABL DIP Facility on the Maturity Date (as defined therein) under Section 9.1(e) of the Credit Agreement.
3. Loan Parties' failure to consummate the Prearranged Chapter 11 Plan by October 6, 2015 under Section 9.1(l)(xiv)(C) of the Credit Agreement.