

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:)	Chapter 11
CONSTAR INTERNATIONAL)	Case No. 13 - 13281 (CSS)
HOLDINGS LLC, <u>et al.</u> ,)	Joint Administration Requested
Debtors. ¹)	

**ORDER (A) AUTHORIZING THE DEBTORS TO OBTAIN INTERIM
POST-PETITION FINANCING AND GRANT SECURITY INTERESTS
AND SUPERPRIORITY ADMINISTRATIVE EXPENSE STATUS
PURSUANT TO 11 U.S.C. §§ 105, 364(c) AND 364(d); (B) MODIFYING
THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362; (C) AUTHORIZING
THE DEBTORS TO ENTER INTO AGREEMENTS WITH EACH
OF WELLS FARGO CAPITAL FINANCE, LLC, AS REVOLVING AGENT, AND
WILMINGTON TRUST CO, AS DIP NOTE AGENT; AND
(D) SCHEDULING A FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001**

Upon the motion (the "*Motion*"), dated December 19, 2013, of Constar International, LLC ("*Debtor*"), as Debtor and Debtor-in-Possession in the above-captioned Chapter 11 cases (the "*Cases*"), pursuant to Sections 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3) and 364(d) of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the "*Bankruptcy Code*") and Rules

¹ The Debtors in these cases along with the last four digits of their federal tax identification number are: Constar International Holdings LLC (1880); Constar Group Holdings, Inc. (3047); Constar Intermediate Holdings, Inc. (4242); Constar Group, Inc. (4281); Constar International LLC (9304); BFF Inc. (1229); DT, Inc. (7693); Constar, Inc. (0950); Constar Foreign Holdings, Inc. (8591); and Constar International U.K. Limited (Foreign). The Debtors' corporate headquarters are located at, and the mailing address for each Debtor is, 1100 Northbrook Drive, 2nd Floor, Trevese, PA 19053.

2002, 4001(c), and 9014 of the Federal Rules of Bankruptcy Procedure (the “*Bankruptcy Rules*”), seeking, among other things:

(1) authorization for Borrowers (as defined below) to obtain, and for each of the Guarantors to guarantee unconditionally, on a joint and several basis, post-petition loans, advances and other financial accommodations on an interim basis for a period through and including the date of the Final Hearing (as defined below) from Wells Fargo Capital Finance, LLC, in its capacity as agent (in such capacity, the “*Revolving Agent*”) for itself and the other financial institutions from time to time party to the Existing Credit Agreement (as defined below) as lenders (collectively with Revolving Agent, the “*Revolving Lenders*”) in accordance with all of the lending formulae, sublimits, terms and conditions set forth in the Existing Credit Agreement, as amended and ratified by the Ratification Agreement (as defined below), the accompanying Budget (as defined below) and in accordance with this Order, secured by security interests in and liens upon all of the Collateral (as defined below) pursuant to Sections 364(c)(2) and 364(c)(3) of the Bankruptcy Code;

(2) authorization for the Debtors to enter into a note purchase facility as described in that certain Term Sheet for a Senior Secured Term Loan Priority Collateral Priming Super-Priority DIP Note Purchase Facility with Wilmington Trust, as agent (the “*DIP Note Agent*”); Sola Ltd, Ultra Master Ltd, Northeast Investors Trust, JP Morgan High Yield Fund, JP Morgan Strategic Income Opportunities Fund, and/or any of their designated affiliates, each as purchasers (collectively, the “*DIP Note Purchasers*”); Constar, Inc., Constar International LLC, Constar Foreign Holdings, Inc., BFF, Inc., and DT, Inc., each as issuers (each

a “*DIP Note Borrower*” and, collectively, the “*DIP Note Borrowers*”); and Constar Group, Inc. and each of its subsidiaries other than Constar International Holland (Plastics) B.V., as guarantors (the “*DIP Note Guarantors*”) (the “*DIP Term Sheet*,” a copy of which is annexed hereto as Exhibit A and is incorporated herein), which such note purchase facility shall be further evidenced by definitive documentation to be entered into after the date hereof (including a note purchase agreement, here, the “*DIP Note Agreement*”²);

(3) authorization for the Borrowers and the Guarantors to enter into a certain Ratification and Amendment Agreement, dated of even date herewith, by and among the Revolving Agent, the Revolving Lenders, Constar, Inc., a corporation incorporated under the laws of the Commonwealth of Pennsylvania (“*Constar*”), Constar International LLC, a Delaware limited liability company (“*Constar International*”, and together with Constar and each of their respective successors and assigns, each a “*US Borrower*” and collectively, the “*US Borrowers*”), Constar International U.K. Limited, a company incorporated in England and Wales with company number 02407933 (together with its successors and assigns, “*Constar UK*” or “*UK Borrower*” and, together with the US Borrowers, each individually, a “*Borrower*”, and collectively, the “*Borrowers*”), Constar Group Inc., a corporation incorporated under the laws of the State of Delaware (“*Parent*”), Constar Foreign Holdings Inc., a corporation incorporated under the laws of the State of Delaware (“*Holdings*”), BFF Inc., a corporation incorporated

² The DIP Term Sheet may serve in lieu of the DIP Note Agreement at least until the entry of the Final Financing Order.

under the laws of the State of Delaware (“*BFF*”), DT, Inc., a corporation incorporated under the laws of the State of Delaware (“*DT*”, and together with Parent, Holdings, BFF and each of their respective successors and assigns, each individually, a “*Guarantor*” and, collectively, the “*Guarantors*”) (the “*Ratification Agreement*”, a copy of which is annexed hereto as Exhibit A and is incorporated herein), which ratifies, extends, adopts and amends the Existing Credit Agreement and the other Revolving Loan Documents (each as defined below);

(4) authorization for the DIP Note Borrowers to issue, and for the DIP Note Guarantors to guarantee unconditionally, post-petition notes issued by the DIP Note Borrowers and purchased by the DIP Note Purchasers under the DIP Term Sheet and in accordance with this Order, secured by security interests in and liens upon all of the Collateral (as defined below) pursuant to Sections 364(c)(2), 364(c)(3) and 364(d) of the Bankruptcy Code;

(5) modification of the automatic stay to the extent hereinafter set forth;

(6) granting the Revolving Agent, the Revolving Lenders, and the Bank Product Providers (the latter as defined in the Existing Credit Agreement) superpriority administrative claim status pursuant to Section 364(c)(1) of the Bankruptcy Code in respect of all Pre-Petition Obligations and Post-Petition Obligations (each as defined in the Ratification Agreement) (such obligations, collectively, the “*Revolving Loan Obligations*”);

(7) granting the DIP Note Agent and the DIP Note Purchasers superpriority administrative claim status pursuant to Section 364(c)(1) of the Bankruptcy Code in

respect of all obligations incurred under the DIP Term Sheet, the DIP Note Agreement, and/or this Order (such obligations, the “*Term DIP Obligations*”);

(8) granting adequate protection to (a) Revolving Agent and Revolving Lenders (each in their respective capacities under the Existing Loan Documents (as defined below)) and (b) the Pre-Petition Term Agents and the Pre-Petition Term Lenders (each in their respective capacities under the Pre-Petition Term Documents (as defined below)) as set forth herein;

(9) authorization for the Debtors to use “cash collateral” as such term is defined in Section 363 of the Bankruptcy Code (“*Cash Collateral*”), subject to the liens and security interests of the Revolving Agent, Revolving Lenders, the Pre-Petition Term Agents, and the Pre-Petition Term Lenders pursuant to Sections 361 and 363 of the Bankruptcy Code in accordance with the terms of this Order; and

(10) the setting of a final hearing on the Motion.

The initial hearing on the Motion having been held by this Court on December __, 2013 (the “*Interim Hearing*”). It appearing that due and appropriate notice of the Motion, the relief requested therein, and the Interim Hearing (the “*Notice*”) having been served by the Debtors in accordance with Rule 4001(c) on (i) Revolving Agent, (ii) DIP Note Agent (iii) the Office of the United States Trustee for the District of Delaware (the “*U.S. Trustee*”), (iv) the holders of the thirty (30) largest unsecured claims against the Debtors’ estate, (v) the Internal Revenue Service, (vi) all appropriate state taxing authorities, (vii) all landlords, owners, and/or operators of premises at which any of the Debtors’ inventory and/or equipment are located, (viii) the other

lienholders listed on Exhibit D to the Motion, and (ix) certain other parties identified in the certificate of service filed with the Court, including, without limitation, all creditors who have filed or recorded pre-petition liens or security interests against any of the Debtor's assets (collectively, the "*Noticed Parties*").

Upon the record made by the Debtors at the Interim Hearing, including the Motion, and the filings and pleadings in the Case, and good and sufficient cause appearing therefor;

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. *Petition.* On December 19, 2013 (the "*Petition Date*"), each of the Debtors filed a voluntary petition (the "*Petition*") under Chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

B. *Jurisdiction and Venue.* The Court has jurisdiction of this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. §§ 157(b) and 1334. The Motion is a "core" proceeding as defined in 28 U.S.C. §§ 157(b) (2) (A), (D) and (M). Venue of the Cases and the Motion in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. *Notice.* Under the circumstances, the Notice given by the Debtors of the Motion, the Interim Hearing and the relief granted under this Order constitutes due and sufficient notice thereof and complies with Bankruptcy Rule 4001(c).

D. *Debtors' Acknowledgments and Agreements.* Subject to the parties' rights in Section 4.1 of this Order, the Debtors admit, stipulate, acknowledge and agree that:

(i) *Pre-Petition Revolving Loan Documents.* Prior to the commencement of the Cases, Revolving Agent, Revolving Lenders and Bank Product Providers made loans, advances and provided other financial accommodations to the Debtors pursuant to the terms and conditions set forth in: (1) the Credit Agreement, dated as of May 31, 2011, by and among Debtors, Revolving Agent and Revolving Lenders, as amended by Amendment No. 1 to Credit Agreement, dated as of July __, 2012, Forbearance and Amendment No. 2 to Credit Agreement and Consent, dated as of November 18, 2013, and Amendment No.1 to Forbearance Agreement and Amendment No. 3 to Credit Agreement, dated as of December 6, 2013, and otherwise as in effect immediately prior to the Petition Date, the “*Existing Credit Agreement*,”³ a copy of which is included with the Exhibit Supplement defined below, and (2) all other agreements, documents and instruments executed and/or delivered with, to, or in favor of Revolving Agent, any Revolving Lender or any Bank Product Provider, including, without limitation, all security agreements, notes, guarantees, mortgages, Uniform Commercial Code financing statements and all other related agreements, documents and instruments executed and/or delivered in connection therewith or related thereto (all of the foregoing, together with the Existing Credit Agreement, as all of the same have heretofore been amended, supplemented, modified, extended, renewed, restated and/or replaced at any time prior to the Petition Date,

³ Capitalized terms used but not otherwise defined in this Order shall have the respective meanings ascribed thereto in the Existing Credit Agreement, as amended and ratified by the Ratification Agreement.

collectively, the “*Existing Loan Documents*”). Copies of the operative Existing Loan Documents are contained in the Exhibit Supplement to the Motion (the “*Exhibit Supplement*”).

(ii) *Pre-Petition Revolving Obligations Amount.* As of the close of business on December 18, 2013, the aggregate amount of all Advances, Letters of Credit, Bank Products and other Pre-Petition Revolving Obligations owing by Debtors to Revolving Agent, Revolving Lenders and Bank Product Providers under and in connection with the Existing Loan Documents was not less than \$16,135,801.93, plus interest accrued and accruing thereon, together with all costs, fees, expenses (including attorneys’ fees and legal expenses) and other charges accrued, accruing or chargeable with respect thereto (collectively, and as such term is more fully defined in the Ratification Agreement, the “*Pre-Petition Revolving Obligations*”). The Pre-Petition Revolving Obligations constitute allowed, legal, valid, binding, enforceable and non-avoidable obligations of Debtors, and are not subject to any offset, defense, counterclaim, avoidance, recharacterization or subordination pursuant to the Bankruptcy Code or any other applicable law, and Debtors do not possess and shall not assert any claim, counterclaim, setoff or defense of any kind, nature or description which would in any way affect the validity, enforceability and non-avoidability of any of the Pre-Petition Revolving Obligations.

(iii) *Pre-Petition Revolving Agent and Pre-Petition Revolving Lenders.* No claims, objections, challenges, counterclaims, causes of action and/or choses in action, defenses or setoff rights of any Debtor exist against the Revolving Agent or the Revolving Lenders (each in their capacity as under the Existing Credit Agreement) under the Existing Credit Agreement and their respective Pre-Petition Revolving Loan Obligations under any

contract or tort (including, without limitation, lender liability) theories of recovery, whether arising at law or in equity, including any recharacterization, subordination, avoidance or other claim arising under or pursuant to section 105 or chapter 5 (including, without limitation, sections 510, 544, 547, 548, 549 or 550) of the Bankruptcy Code or under any other similar provisions of applicable state or federal law, and to the extent any claims, objections, challenges, counterclaims, causes of action and/or choses in action, defense or setoff rights are deemed to have existed as to any of the foregoing, the Debtors hereby forever waive, discharge and release any right they may have to challenge any of the Pre-Petition Revolving Loan Obligations, and to assert any setoff rights, defenses, claims, objections, challenges, counterclaims, causes of action and/or choses of action whether arising under the Bankruptcy Code or applicable nonbankruptcy law, against the Revolving Agent and the Revolving Lenders (only in their capacities as parties pursuant to the Existing Credit Agreement), and as to each of the foregoing, their respective affiliates, funds, subsidiaries, agents, officers, directors, managers, employees, attorneys and advisors, in each case in connection with any matter related to the Pre-Petition Revolving Loan Obligations and the Existing Credit Agreement, or the financing and transactions contemplated thereby, or the Pre-Petition Revolving Loan Collateral (as defined below).

(iv) *Pre-Petition Revolving Loan Collateral.* As of the Petition Date, the Pre-Petition Revolving Obligations were fully secured pursuant to the Existing Loan Documents by valid, perfected, enforceable and non-avoidable first (or, solely to the extent provided in the Intercreditor Agreement (as hereinafter defined), second) priority security interests and liens granted by Debtors to Revolving Agent, for the benefit of itself, the other

Revolving Lenders and the Bank Product Providers (hereinafter referred to as the “*Revolving Secured Parties*”), upon all of the Pre-Petition Collateral (as defined in the Existing Credit Agreement and hereinafter defined as the “*Pre-Petition Revolving Loan Collateral*”), subject only to (a) the terms of the Intercreditor Agreement, and (b) the liens specifically permitted under Section 4.4(b) of the Existing Credit Agreement to the extent that such security interests, liens or encumbrances are (A) valid, perfected and non-avoidable security interests, liens or encumbrances existing as of the Petition Date, and (B) senior to and have not been or are subject to being subordinated to Revolving Agent’s and Revolving Secured Parties’ liens on and security interests in the Pre-Petition Revolving Loan Collateral or otherwise avoided, and, in each instance, only for so long as and to the extent that such encumbrances are and remain senior and outstanding (hereinafter referred to as the “*Revolving Permitted Encumbrances*”). The Debtors do not possess and will not assert any claim, counterclaim, setoff or defense of any kind, nature or description which would in any way affect the validity, enforceability and non-avoidability of any of Revolving Agents and Revolving Secured Parties’ liens, claims or security interests in the Pre-Petition Revolving Loan Collateral.

(v) *Pre-Petition Revolving Proof of Claim.* The acknowledgment by Debtors of the Pre-Petition Revolving Obligations and the liens, rights, priorities and protections granted to or in favor of Revolving Agent and Revolving Secured Parties as set forth herein and in the Existing Revolving Loan Documents shall be deemed a timely filed proof of claim on behalf of Revolving Agent and Revolving Secured Parties in this Case.

(vi) *Prepetition Term Loan Agreements.*

(a) *Pre-Petition Roll-Over Agreement*. Prior to the commencement of these cases, pursuant to that certain (1) Credit Agreement dated as of May 31, 2011 (as amended, supplemented or otherwise modified on or before December 18, 2013, the “*Pre-Petition Roll-Over Credit Agreement*”) by and among Constar, Constar International, Constar UK, Holdings, DT, Inc. and BFF, each as a borrower (each in such capacity, the “*Roll-Over Borrowers*”), Constar Group, Inc. (“*Constar Group*”), as a parent guarantor, the several banks and other financial institutions or entities from time to time parties thereto, as lenders (collectively, in such capacity, the “*Pre-Petition Roll-Over Secured Lenders*”) and Black Diamond Commercial Finance, L.L.P. (“*BCDF*”, as administrative agent and collateral agent for the Pre-Petition Roll-Over Secured Lenders (in such capacity, the “*Pre-Petition Roll-Over Credit Agent*”) and (2) Note Purchase Agreement dated as of May 31, 2011 (as amended, supplemented or otherwise modified on or before December 18, 2013, the “*Pre-Petition Roll-Over Note Purchase Agreement*” and, together with the Pre-Petition Roll-Over Credit Agreement, the “*Pre-Petition Roll-Over Agreement*”) by and among Constar, Constar International, Constar UK, Holdings, DT, and BFF, each as an issuer (each in such capacity, the “*Roll-Over Issuers*” and, together with the Roll-Over Borrowers, the “*Roll-Over Debtors*”), Constar Group, as a parent guarantor, the several banks and other financial institutions or entities from time to time parties thereto, as purchasers (collectively, in such capacity, the “*Pre-Petition Roll-Over Secured Purchasers*” and, together with the Pre-Petition Roll-Over Secured Lenders, the “*Pre-Petition Roll-Over Secured Debt Holders*”) and BDCF, as administrative agent and collateral agent for the Pre-Petition Roll-Over Secured Purchasers (in such capacity, the “*Pre-*

Petition Roll-Over Note Purchase Agent” and, together with the Pre-Petition Roll-Over Credit Agent, the “*Pre-Petition Roll-Over Agent*”), the Pre-Petition Roll-Over Secured Debt Holders made certain loans and certain other financial accommodations to or for the benefit of the Roll-Over Debtors. The Pre-Petition Roll-Over Agreement and any other agreements, instruments, notes, guaranties and other documents executed in connection therewith are collectively referred to herein as “*Pre-Petition Roll-Over Documents*”, copies of which are on file with counsel to the Debtors and available upon request.

(b) *Pre-Petition Roll Over Obligations.* All obligations of the Roll-Over Debtors and the other Debtors arising under the Pre-Petition Roll-Over Documents, including all loans, advances, debts, liabilities, principal, interest, fees, swap exposure, charges, expenses, indemnities, and obligations for the performance of covenants, tasks or duties, or for the payment of monetary amounts owing to the Pre-Petition Roll-Over Agent or any Pre-Petition Roll-Over Secured Debt Holder, of any kind or nature, whether or not evidenced by any note, agreement or other instrument, shall hereinafter be referred to as the “*Pre-Petition Roll-Over Obligations.*”

(c) *Pre-Petition Shareholder Agreement.* Pursuant to that certain (1) Credit Agreement dated as of May 31, 2011 (as amended, supplemented or otherwise modified on or before December __, 2013, the “*Pre-Petition Shareholder Credit Agreement*”) by and among Constar, Constar International, Constar UK, Holdings, DT, and BFF, each as a borrower (each in such capacity, the “*Shareholder Borrowers*”), Constar Group, as a parent guarantor, the several banks and other financial institutions or entities from time to time parties

thereto, as lenders (collectively, in such capacity, the “*Pre-Petition Shareholder Secured Lenders*”) and BDCF, as administrative agent and collateral agent for the Pre-Petition Shareholder Secured Lenders (in such capacity, the “*Pre-Petition Shareholder Credit Agent*”), the Pre-Petition Shareholder Secured Lenders made certain term loans and certain other financial accommodations to or for the benefit of the Shareholder Borrowers and (2) Note Purchase Agreement dated as of May 31, 2011 (as amended, supplemented or otherwise modified on or before December 18, 2013, the “*Pre-Petition Shareholder Note Purchase Agreement*” and, together with the Pre-Petition Shareholder Credit Agreement, the “*Pre-Petition Shareholder Agreement*”) by and among Constar, Constar International, Constar UK, Holdings, DT, and BFF, each as an issuer (each in such capacity, the “*Shareholder Issuers*” and, together with the Shareholder Borrowers, the “*Shareholder Debtors*”), Constar Group, as a parent guarantor, the several banks and other financial institutions or entities from time to time parties thereto, as purchasers (collectively, in such capacity, the “*Pre-Petition Shareholder Secured Purchasers*” and, together with the Pre-Petition Shareholder Secured Lenders, the “*Pre-Petition Shareholder Secured Debt Holders*”) and BDCF, as administrative agent and collateral agent for the Pre-Petition Shareholder Secured Purchasers (in such capacity, the “*Pre-Petition Shareholder Note Purchase Agent*” and, together with the Pre-Petition Shareholder Credit Agent, the “*Pre-Petition Shareholder Agent*”), the Pre-Petition Shareholder Secured Debt Holders made certain term loans and made certain other financial accommodations to or for the benefit of the Shareholder Debtors. The Pre-Petition Shareholder Agreement and any other agreements, instruments, notes, guaranties and other documents executed in connection therewith are collectively referred to

herein as "*Pre-Petition Shareholder Documents*," together with the Pre-Petition Roll- Over Documents, collectively, the "*Pre-Petition Term Documents*", copies of which are on file with counsel to the Debtors and available upon request.

(d) ~~(e)~~ *Pre-Petition Shareholder Obligations*. All obligations of the Shareholder Debtors and the other Debtors arising under the Pre-Petition Shareholder Documents, including all loans, advances, debts, liabilities, principal, interest, fees, swap exposure, charges, expenses, indemnities, and obligations for the performance of covenants, tasks or duties, or for the payment of monetary amounts owing to the Pre-Petition Shareholder Agent or any Pre-Petition Shareholder Secured Debt Holders, of any kind or nature, whether or not evidenced by any note, agreement or other instrument, shall hereinafter be referred to as the "*Pre-Petition Shareholder Obligations*" (and, together with the Pre-Petition Roll-Over Obligations, the "*Pre-Petition Term Obligations*").

(vii) *Pre-Petition Term Obligations Amount*. As of the close of business on December 18, 2013, the aggregate amount of all term loans and other Pre-Petition Term Obligations owing by Debtors to Pre-Petition Term Agents and Pre-Petition Term Lenders under and in connection with the Pre-Petition Term Documents was not less than \$102,920,296.00, consisting of \$15,000,000.00 owing to the Pre-Petition Roll-Over Agent and Pre-Petition Roll-Over Secured Debt Holders under the Pre-Petition Roll-Over Documents and \$87,920,296.00 owing to the Pre-Petition Shareholder Agent and Pre-Petition Shareholder Secured Debt Holders under the Pre-Prepetition Shareholder Documents, plus interest accrued and accruing thereon, together with all costs, fees, expenses (including attorneys' fees and legal

expenses) and other charges accrued, accruing or chargeable with respect thereto (collectively, and as such term is more fully defined in the Ratification Agreement, the “*Pre-Petition Term Obligations*”). The Pre-Petition Term Obligations constitute allowed, legal, valid, binding, enforceable and non-avoidable obligations of Debtors, and are not subject to any offset, defense, counterclaim, avoidance, recharacterization or subordination pursuant to the Bankruptcy Code or any other applicable law, and Debtors do not possess and shall not assert any claim, counterclaim, setoff or defense of any kind, nature or description which would in any way affect the validity, enforceability and non-avoidability of any of the Pre-Petition Term Obligations.

(viii) *Pre-Petition Term Lenders, Pre-Petition Term Agents*. No claims, objections, challenges, counterclaims, causes of action and/or choses in action, defenses or setoff rights of any Debtor exist against the Pre-Petition Roll-Over Agent, Pre-Petition Roll-Over Secured Debt Holders, Pre-Petition Shareholder Agent, and Pre-Petition Shareholder Secured Debt Holders (each in their capacity under the applicable Pre-Petition Term Documents, the “*Pre-Petition Term Secured Parties*”) and their respective Pre-Petition Term Obligations under any contract or tort (including, without limitation, lender liability) theories of recovery, whether arising at law or in equity, including any recharacterization, subordination, avoidance or other claim arising under or pursuant to section 105 or chapter 5 (including, without limitation, sections 510, 544, 547, 548, 549 or 550) of the Bankruptcy Code or under any other similar provisions of applicable state or federal law, and to the extent any claims, objections, challenges, counterclaims, causes of action and/or choses in action, defense or setoff rights are deemed to have existed as to any of the foregoing, the Debtors hereby forever waive, discharge and release

any right they may have to challenge any of the Pre-Petition Term Obligations, and to assert any setoff rights, defenses, claims, objections, challenges, counterclaims, causes of action and/or choses of action whether arising under the Bankruptcy Code or applicable nonbankruptcy law, against the Pre-Petition Term Agents and the Pre-Petition Term Secured Parties (each in their respective capacities under the Pre-Petition Term Agreements), and as to each of the foregoing, their respective affiliates, funds, subsidiaries, agents, officers, directors, managers, employees, attorneys and advisors, in each case in connection with any matter related to the Pre-Petition Term Obligations and the Pre-Petition Term Agreements or the financing and transactions contemplated thereby, or the Pre-Petition Term Loan Collateral (as defined below).

(ix) *Pre-Petition Term Loan Collateral*. As of the Petition Date, the Pre-Petition Term Obligations were secured pursuant to the Pre-Petition Term Documents by valid, perfected, enforceable and non-avoidable first (or, solely to the extent provided in the Intercreditor Agreement (as hereinafter defined), second) priority security interests and liens granted by Debtors to Pre-Petition Term Agents, for the benefit of themselves and, the Pre-Petition Secured Parties, upon all of the Pre-Petition Collateral (as defined in the Pre-Petition Term Agreements and hereinafter defined as the “*Pre-Petition Term Loan Collateral*” and, together with the Pre-Petition Revolving Loan Collateral, the “*Pre-Petition Collateral*”), subject only to (a) the terms of the Intercreditor Agreement, and (b) the liens specifically permitted under Section 1.2 of Annex D to the Prepetition Roll-Over Credit Agreement and Section 1.2 of Annex D to the Prepetition Shareholder Credit Agreement to the extent that such security interests, liens or encumbrances are (A) valid, perfected and non-avoidable security interests,

liens or encumbrances existing as of the Petition Date, and (B) senior to and have not been or are subject to being subordinated to Pre-Petition Term Agents' and Pre-Petition Secured Parties' liens on and security interests in the Pre-Petition Term Loan Collateral or otherwise avoided, and, in each instance, only for so long as and to the extent that such encumbrances are and remain senior and outstanding (hereinafter referred to as the "*Term Permitted Encumbrances*"). The Debtors do not possess and will not assert any claim, counterclaim, setoff or defense of any kind, nature or description which would in any way affect the validity, enforceability and non-avoidability of any of Pre-Petition Term Agents' and Pre-Petition Secured Parties' liens, claims or security interests in the Pre-Petition Term Loan Collateral.

(x) *Pre-Petition Term Proof of Claim.* The acknowledgment by Debtors of the Pre-Petition Term Obligations and the liens, rights, priorities and protections granted to or in favor of Pre-Petition Term Agents and Pre-Petition Secured Parties as set forth herein and in the Pre-Petition Term Documents shall be deemed a timely filed proof of claim on behalf of Pre-Petition Term Agents and Pre-Petition Secured Parties in these Cases.

(xi) *Intercreditor Agreements.*

(a) Revolving Agent, Pre-Petition Roll-Over Agent, Pre-Petition Shareholder Agent and the Debtors are parties to the Intercreditor Agreement, dated May 31, 2011 (the "*Intercreditor Agreement*"), which sets forth the respective rights, obligations and priorities of the liens and security interests of Revolving Agent, Revolving Lenders, Pre-Petition Roll-Over Agent, and Pre-Petition Shareholder Agent with respect to the Pre-Petition Revolving Loan Collateral and the Pre-Petition Term Loan Collateral. Nothing in this Order shall modify

the terms of Intercreditor Agreement, and the rights, priorities and obligations set forth thereunder.

(b) Pre-Petition Roll-Over Agent, the Pre-Petition Shareholder Agent and the Debtors are parties to that certain Term Intercreditor Agreement, dated as of May 31, 2011 (the “*Pre-Petition Term Intercreditor Agreement*”), which sets forth the respective rights, obligations and priorities of the liens and security interests of Pre-Petition Roll-Over Agent, and Pre-Petition Shareholder with respect to the Pre-Petition Term Loan Collateral. Nothing in this Order shall modify the terms of Intercreditor Agreement, and the rights, priorities and obligations set forth thereunder.

E. *Findings Regarding the Postpetition Financing.*

(i) *Postpetition Financing.* The Debtors have requested from (a) Revolving Agent, Revolving Lenders and Bank Product Providers, and Revolving Agent, Revolving Lenders and Bank Product Providers are willing to extend, certain loans, advances and other financial accommodations on the terms and conditions set forth, in this Order and the Revolving Loan Documents (as defined below) and (b) DIP Note Agent and DIP Note Purchasers, and DIP Note Agent and DIP Note Purchasers are willing to purchase debt notes on the terms and conditions set forth in this Order and the DIP Term Sheet, if any.

(ii) *Need for Post-Petition Financing.* The Debtors do not have sufficient available sources of working capital, including Cash Collateral, to operate their businesses in the ordinary course of their businesses without the financing requested under the Motion. The Debtors’ ability to maintain business relationships with their vendors, suppliers and

customers, to pay its employees, and to otherwise fund its operations is essential to the Debtors' continued viability as the Debtors seek to maximize the value of the assets of the Estate (as defined below) for the benefit of all creditors of the Debtors. The ability of the Debtors to obtain sufficient working capital and liquidity through the proposed post-petition financing arrangements with each of Revolving Agent, Revolving Lenders and Bank Product Providers, as set forth in this Order and the Revolving Loan Documents, and the DIP Note Agent and DIP Note Purchasers, as set forth in this Order and the DIP Term Sheet, is vital to the preservation and maintenance of the going concern values of the Debtors. Accordingly, the Debtors have an immediate need to obtain the post-petition financing in order to, among other things, permit the orderly continuation of the operation of their businesses, minimize the disruption of their business operations, and preserve and maximize the value of the assets of the Debtors' bankruptcy estate (as defined under Section 541 of the Bankruptcy Code, the "*Estates*") in order to maximize the recovery to all creditors of the Estate.

(iii) *No Credit Available on More Favorable Terms.* The Debtors have been unable to procure financing in the form of unsecured credit allowable under Section 503(b)(1) of the Bankruptcy Code, as an administrative expense under Section 364(a) or (b) of the Bankruptcy Code, or in exchange for the grant of an administrative expense priority pursuant to Section 364(c)(1) of the Bankruptcy Code, without the grant of liens on assets. The Debtors have been unable to procure the necessary financing on terms more favorable than the financing offered by Revolving Agent, Revolving Lenders and Bank Product Providers pursuant to the

Revolving Loan Documents and DIP Note Agent and DIP Note Purchasers pursuant to the Term Loan Documents.

(iv) *Budget.* The Debtors have prepared and delivered to Revolving Agent, Revolving Lenders, Bank Product Providers, DIP Note Agent and DIP Note Purchasers an initial Budget (as defined in the Ratification Agreement), a copy of which is annexed hereto as **Exhibit C**. Such Budget has been thoroughly reviewed by the Debtors and their management and professionals and sets forth, among other things, the projected information for the periods covered thereby. The Debtors represent that the Budget is achievable in accordance with the terms of the Revolving Loan Documents, the DIP Term Sheet and this Order and will allow the Debtors to operate at all times during these Cases. Revolving Agent, Revolving Lenders, Bank Product Providers, DIP Note Agent and DIP Note Purchasers are relying upon the Debtors' compliance with the Budget in accordance with Section 5.3 of the Ratification Agreement and the DIP Term Sheet, the other Revolving Loan Documents and this Order in determining to enter into the post-petition financing arrangements provided for herein. Any and all cash and cash equivalents shall be used by the Debtors in accordance with this Order and the Budget, subject to permitted variances as provided for in the Revolving Loan Documents and the DIP Note Purchase Agreement. The consent of the Revolving Agent, Revolving Lenders, DIP Note Agent and DIP Note Purchasers to the Budget shall not be construed as consent to the use of any cash after the occurrence of an Event of Default (as defined in the applicable Revolving Loan Documents or Term Loan Documents), regardless of whether the aggregate funds shown on the Budget have been expended. Notwithstanding anything to the contrary set forth in the

Ratification Agreement, this Interim Order, or any of the other Revolving Loan Documents and Term Loan Documents, the Revolving Agent and the DIP Note Agent shall be provided with weekly (not daily) reporting with respect to disbursements by Borrowers, and such disbursement in accordance with the Budget (subject to variances with respect thereto permitted) shall not be subject to daily review or reconciliation with the Budget by the Revolving Agent and the DIP Note Agent (which review and reconciliation shall be concluded weekly).

(v) *Business Judgment and Good Faith Pursuant to Section 364(e).*

The terms of the Revolving Loan Documents (as defined below), the Term Loan Documents (as defined below) and this Order are fair, just and reasonable under the circumstances, are ordinary and appropriate for secured financing to debtors-in-possession, reflect the Debtors' exercise of their prudent business judgment consistent with their fiduciary duties, and is supported by reasonably equivalent value and fair consideration. The terms and conditions of the Revolving Loan Documents, the Term Loan Documents and this Order have been negotiated in good faith and at arms' length by and among the Debtors, on one hand, and Revolving Agent, Revolving Lenders, Bank Product Providers, DIP Note Agent and DIP Note Purchasers on the other hand, with all parties being represented by counsel. Any credit extended under the terms of this Order shall be deemed to have been extended in good faith by each of Revolving Agent, Revolving Lenders, Bank Product Providers, DIP Note Agent and DIP Note Purchasers as that term is used in Section 364(e) of the Bankruptcy Code.

(vi) *Good Cause.* The relief requested in the Motion is necessary, essential and appropriate, and is in the best interest of and will benefit the Debtors, their creditors

and their Estates, as its implementation will, among other things, provide the Debtors with the necessary liquidity to (a) minimize disruption to the Debtors' business and on-going operations, (b) preserve and maximize the value of the Estates for the benefit of all the Debtors' creditors, and (c) avoid immediate and irreparable harm to the Debtors, their creditors, their businesses, their employees, and their assets.

(vii) *Immediate Entry.* Sufficient cause exists for immediate entry of this Order pursuant to Bankruptcy Rule 4001(c)(2). No party appearing in these Cases has filed or made an objection to the relief sought in the Motion or the entry of this Order, or any objections that were made (to the extent such objections have not been withdrawn) are hereby overruled.

Based upon the foregoing, and after due consideration and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that:

Section 1. *Authorization and Conditions to Financing.*

1.1 *Motion Granted.* The Motion is granted in accordance with Bankruptcy Rule 4001(c)(2) to the extent provided in this Order. This Order shall hereinafter be referred to as the "*Interim Order.*"

1.2 *Authorization to Borrow and Use Loan Proceeds.*

1.2.1 *Revolving Loans.* Debtors are hereby authorized and empowered to immediately borrow and obtain Advances, Letters of Credit, Bank Products and to incur indebtedness and obligations owing to Revolving Agent, Revolving Lenders and Bank Product

Providers pursuant to the terms and conditions of this Interim Order, the Existing Credit Agreement, as ratified and amended by the Ratification Agreement (the “*Credit Agreement*,” as such term is more fully defined in the Ratification Agreement), and the other Existing Revolving Loan Documents as ratified and amended by the Ratification Agreement (the “*Revolving Loan Documents*”, as such term is more fully defined in the Ratification Agreement), during the period commencing on the date of this Interim Order through and including the date of the Final Hearing as set forth in this Interim Order (the “*Interim Financing Period*”), in such amounts as may be made available to the Debtors by the Revolving Agent and Revolving Lenders in accordance with all of the lending formulae, sublimits, terms and conditions set forth in the Ratification Agreement, this Interim Order and the Budget. Subject to the terms and conditions contained in this Interim Order and the Revolving Loan Documents, Debtor ~~shall~~^{May} use the proceeds of the Advances and any other credit accommodations provided to Debtor pursuant to this Interim Order, the Credit Agreement or the other Revolving Loan Documents for the payment of the expense items specified in the Budget.

1.2.2 *Term Loans*. The Debtors are hereby authorized and empowered to immediately issue notes constituting the New Money Facility (as such term is defined in the DIP Term Sheet) pursuant to the terms and conditions of this Interim Order, the DIP Term Sheet, the DIP Note Agreement, and the other Pre-Petition Term Documents as ratified and amended by the DIP Term Sheet (the “*Term Loan Documents*,” as such term is more fully defined in the DIP Term Sheet, and, together with the Revolving Loan Documents, the “*DIP Loan Documents*”), during the period between the entry of this Interim Order and the Final Financing Order (the

“Interim Financing Period”), in such amounts as may be made available to the Debtors by the DIP Note Agent and DIP Note Purchasers in accordance with the Budget (and including, for the avoidance of doubt, in an amount reflecting the \$200,000 Advance, as such term is defined in the DIP Term Sheet). Subject to the terms and conditions contained in this Interim Order and the Term Loan Documents, the Debtors ^{May} ~~shall~~ use the proceeds of the loans and any other credit accommodations provided to the Debtors pursuant to this Interim Order, the DIP Term Sheet or the other Term Loan Documents for the payment of the expense items specified in the Budget. The fees contemplated to be paid to the DIP Note Purchasers and the DIP Note Agent in the DIP Term Sheet are authorized and approved and shall not be subject to challenge, including a challenge of the type described in Section 4.1.2 of this Interim Order. Notwithstanding anything herein or in the DIP Term Sheet to the contrary, the Roll Up Facility (as defined in the DIP Term Sheet) shall not be implemented until the final hearing in these Chapter 11 cases nor shall it be implemented to the extent that one or more affiliates of Black Diamond Capital Management or its affiliates (collectively, *“Black Diamond”*) commit no later than five (5) business days before such hearing to participate in the New Money Facility on a percentage basis equivalent to the percentage ownership of Black Diamond in the Pre-Petition Roll-Over Agreement (the *“BD Participation”*), provided further that such commitment shall be subject to no additional terms and conditions. If the Roll Up Facility is not implemented (as except as a result of the BD Participation) at the final hearing in these Chapter 11 cases, no additional disbursements or fundings shall be made under the New Money Facility.

1.3 *Revolving Loan Documents.*

1.3.1 *Authorization.* The Debtors are hereby authorized to enter into, execute, deliver, perform, and comply with all of the terms, conditions and covenants of the Credit Agreement and the other Revolving Loan Documents, pursuant to which, subject to Section 4.1.1 below, inter alia, each Debtor ratifies, reaffirms, extends, assumes, adopts, amends, and restates the Existing Credit Agreement and the other Pre-Petition Revolving Loan Documents to which it is a party, including, without limitation, the Blocked Account Agreement with Notice, dated as of June 17, 2011, by and among Constar, Revolving Agent, the Pre-Petition Term Agents, and the Blocked Account Bank (as amended, the “***Blocked Account Agreement***”), and the Pre-Petition Revolving Obligations, which include, without limitation, all Advances, Letters of Credit, Bank Products and all other financial accommodations provided to Debtors by the Revolving Lenders pursuant to the Pre-Petition Revolving Loan Documents (each term as defined on the Pre-Petition Revolving Loan Documents), will, as funds are borrowed and repaid in accordance with this Interim Order, be gradually rolled into, and deemed for all purposes a part of and to have been incurred under, the Revolving Loan Documents (such rolled amounts, the “***Post-Petition Revolving Obligations***”). Upon execution and delivery of the Ratification Agreement, the Revolving Loan Documents shall constitute valid and binding obligations of the Debtors, enforceable against each Debtor party thereto in accordance with the terms of the Revolving Loan Documents and this Interim Order. No obligation, payment, transfer or grant of security under the Revolving Loan Documents or this Interim Order shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law (including,

without limitation, under Section 502(d) of the Bankruptcy Code), or be subject to any defense, reduction, setoff, recoupment or counterclaim.

1.3.2 *Approval.* The Revolving Loan Documents (including, without limitation, the Credit Agreement) ~~and each term set forth therein~~ are approved to the extent necessary to implement the terms and provisions of this Interim Order. All of such terms, conditions and covenants shall be sufficient and conclusive evidence of the borrowing arrangements by and among the Debtors, Revolving Agent and Revolving Lenders, and of each Debtor's assumption and adoption of all of the terms, conditions, and covenants of the Credit Agreement and the other Revolving Loan Documents for all purposes, including, without limitation, to the extent applicable, the payment of all Revolving Loan Obligations arising thereunder, including, without limitation, all principal, interest, commissions, letter of credit fees, servicing fees, unused line fees, DIP facility fee, early termination fees, and other fees and expenses, including, without limitation, all of Revolving Agent's and Revolving Lenders' consultant fees, professional fees, attorney fees and legal expenses, as more fully set forth in the Revolving Loan Documents; provided, that (a) the Debtors, the U.S. Trustee and the Committee shall have ten (10) days from receipt to review the legal invoices of Revolving Agent and Revolving Lenders for reasonableness and (b) in the event the Debtors, the U.S. Trustee or Committee shall file with this Court an objection to any such legal invoice within ten (10) days of its receipt thereof, the portion of such legal invoice subject to such objection shall not be paid until resolution of such objection by this Court and (c) in the event none of the Debtors, the U.S. Trustee or the Committee shall file with this Court an objection to any such legal invoice within

ten (10) days of its receipt thereof, such legal invoice shall not be subject to any further review or challenge.

1.3.3 *Amendment.* Subject to the terms and conditions of the Credit Agreement and the other Revolving Loan Documents, Debtors, Revolving Agent and Revolving Lenders (each in their respective capacities under the Revolving Loan Documents) may amend, modify, supplement or waive any provision of the Revolving Loan Documents (a “*Revolving Loan Amendment*”) without further approval or order of the Court so long as (i) such Revolving Loan Amendment is not material (for purposes hereof, a “material” Revolving Loan Amendment shall mean, any Revolving Loan Amendment that operates to increase the interest rate other than as currently provided in the Revolving Loan Documents, increase the Maximum Credit (as defined in the Credit Agreement), add specific new events of default or enlarge the nature and extent of default remedies available to the Revolving Agent and Revolving Lenders following an event of default, or otherwise modify any terms and conditions in any Revolving Loan Document in a manner materially less favorable to Debtors) and is undertaken in good faith by Revolving Agent, Revolving Lenders and Debtors and (ii) the Debtors provide prior written notice of the Revolving Loan Amendment (the “*Revolving Loan Amendment Notice*”) to (x) the U.S. Trustee, (y) counsel to any official committee appointed in the Cases under Section 1102 of the Bankruptcy Code (collectively, the “*Committee(s)*”) and (z) counsel to the Pre-Petition Term Loan Agents and DIP Note Agent. Any material Revolving Loan Amendment to the Revolving Loan Documents must be approved by the Court to be effective.

1.4 *Term Loan Documents.*

1.4.1 *Authorization.* Debtors are hereby authorized to enter into, execute, deliver, perform, and comply with all of the terms, conditions and covenants of the DIP Term Sheet and the other Term Loan Documents, including, without limitation, to issue notes under the New Money Facility. Upon execution and delivery of the Term Loan Documents, the Term Loan Documents shall constitute valid and binding obligations of the Debtors, enforceable against each Debtor party thereto in accordance with the terms of the Term Loan Documents and this Interim Order. No obligation, payment, transfer or grant of security under the Term Loan Documents or this Interim Order shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under Section 502(d) of the Bankruptcy Code), or be subject to any defense, reduction, setoff, recoupment or counterclaim.

1.4.2 *Approval.* The Term Loan Documents (including, without limitation, the DIP Term Sheet) ~~and each term set forth therein~~ are approved to the extent necessary to implement the terms and provisions of this Interim Order, including, without limitation, the terms and provisions pertaining to the New Money Facility and the Roll Up Facility. All of such terms, conditions and covenants shall be sufficient and conclusive evidence of the borrowing arrangements by and among the Debtors, the DIP Note Agent and DIP Note Purchasers, and of each Debtor's assumption and adoption of all of the terms, conditions, and covenants of the DIP Term Sheet and the other Term Loan Documents for all purposes, including, without limitation, to the extent applicable, the payment of all Post-Petition Term

Obligations arising thereunder, including, without limitation, all principal, interest, fees and other expenses, including, without limitation, all of the DIP Note Agent's and DIP Note Purchasers' consultant fees, professional fees, attorney fees and legal expenses, as more fully set forth in the Term Loan Documents; provided, that (a) the Debtors, the U.S. Trustee and the Committee shall have ten (10) days from receipt to review the legal invoices of DIP Note Agent and DIP Note Purchasers for reasonableness and (b) in the event the Debtors, the U.S. Trustee or Committee shall file with this Court an objection to any such legal invoice within ten (10) days of its receipt thereof, the portion of such legal invoice subject to such objection shall not be paid until resolution of such objection by this Court and (c) in the event none of the Debtors, the U.S. Trustee or the Committee shall file with this Court an objection to any such legal invoice within ten (10) days of its receipt thereof, such legal invoice shall not be subject to any further review or challenge.

1.4.3 *Amendment.* Subject to the terms and conditions of the DIP Term Sheet and the other Term Loan Documents, Debtors, DIP Note Agent and DIP Note Purchasers may amend, modify, supplement or waive any provision of the Term Loan Documents (a "***Term Loan DIP Amendment***") without further approval or order of the Court so long as (i) such Term Loan DIP Amendment is not material (for purposes hereof, a "material" Term Loan DIP Amendment shall mean, any Term Loan DIP Amendment that operates to increase the interest rate other than as currently provided in the Term Loan Documents, increase the principal amount of the DIP Term Loans, add specific new events of default or enlarge the nature and extent of default remedies available to the DIP Note Agent and DIP Note Purchasers following an event of

default, or otherwise modify any terms and conditions in any Term Loan Document in a manner materially less favorable to Debtors) and is undertaken in good faith by the DIP Note Agent, DIP Note Purchasers and Debtors, and (ii) the Debtors provide prior written notice of the Term Loan DIP Amendment (the “*Term Loan DIP Amendment Notice*”) to (x) the U.S. Trustee, (y) counsel to any Committee, and (z) counsel to the Revolving Agent and Revolving Lenders. Any material Term Loan DIP Amendment to the Term DIP Loan Documents must be approved by the Court to be effective.

1.5 *Payment of Pre-Petition Debt.* The Debtors are authorized to pay the Revolving Agent, Revolving Lenders and Bank Product Providers in respect of all Pre-Petition Revolving Obligations in accordance with the Revolving Loan Documents and Sections 1.6 and 1.7 of this Interim Order. Subject to entry of the Final Financing Order and the terms and conditions set forth in the DIP Term Sheet, the Debtors are authorized to issue post-petition notes under the Roll Up Facility on account of Pre-Petition Term Obligations in accordance with the DIP Term Sheet, including with respect to the “Purchaser Allocation,” as defined therein.

1.6 *Payments and Application of Payments.* The Debtors are authorized to make all payments and transfers of Estate property to Revolving Agent, Revolving Lenders and Bank Product Providers as provided, permitted and/or required under the Credit Agreement and the other Revolving Loan Documents, which payments and transfers shall not be avoidable or recoverable from Revolving Agent or any Revolving Secured Party under Section 547, 548, 550, 553 or any other Section of the Bankruptcy Code, or any other claim, charge, assessment, or other liability, whether by application of the Bankruptcy Code, other law or otherwise. All

proceeds of the Revolving Loan Collateral received by Revolving Agent or any Revolving Secured Party and any other amounts or payments received by Revolving Agent or any Revolving Secured Party in respect of the Revolving Loan Obligations, shall be applied or deemed to be applied by Revolving Agent, Revolving Lenders and Bank Product Providers in accordance with the Credit Agreement, the other Revolving Loan Documents and this Interim Order first to the Pre-Petition Revolving Obligations, until such Pre-Petition Revolving Obligations are indefeasibly paid in full and completely satisfied, and then to the Post-Petition Revolving Obligations. Without limiting the generality of the foregoing, the Debtor is authorized, without further order of this Court, to pay or reimburse Revolving Agent, Revolving Lenders and Bank Product Providers for all present and future costs and expenses, including, without limitation, all reasonable professional fees, consultant fees and legal fees and expenses paid or incurred by Revolving Agent, Revolving Lenders and Bank Product Providers in connection with the financing transactions as provided in this Interim Order and the Loan Documents (the "*Revolving Lender Group Professional Fees*"), all of which shall be and are included as part of the principal amount of the Post-Petition Revolving Obligations and secured by the Revolving Loan Collateral.

1.7 *Continuation of Pre-Petition Procedures.* All pre-petition practices and procedures for the payment and collection of proceeds of the Collateral, the turnover of cash, the delivery of property to Revolving Agent, Revolving Lenders and Bank Product Providers and the funding pursuant to the Revolving Loan Documents, including any blocked, lockbox or depository account arrangements of Debtors, are hereby approved and shall continue without

interruption after the commencement of the Cases, subject to the United States Trustee's requirements regarding depository accounts as set forth in the Cash Management Order.

1.8 *Term Loan Payments.* The Debtors are authorized to make all payments and transfers of Estate property to the DIP Note Agent and DIP Note Purchasers as provided, permitted and/or required under the DIP Term Sheet and the other Term Loan Documents, which payments and transfers shall not be avoidable or recoverable from DIP Note Agent or any DIP Note Purchaser under Section 547, 548, 550, 553 or any other Section of the Bankruptcy Code, or any other claim, charge, assessment, or other liability, whether by application of the Bankruptcy Code, other law or otherwise. Without limiting the generality of the foregoing, the Debtors are authorized ~~and directed,~~ without further order of this Court, to pay or reimburse the DIP Note Agent and DIP Note Purchasers for all present and future costs and expenses, including, without limitation, all professional fees, consultant fees and legal fees and expenses paid or incurred by DIP Note Agent and DIP Note Purchasers in connection with the financing transactions as provided in this Interim Order and the Term Loan Documents (the "*DIP Note Professional Fees*"), all of which shall be and are included as part of the principal amount of the Term DIP Obligations and secured by the Term Loan Collateral.

Section 2. *Postpetition Lien; Superpriority Administrative Claim Status.*

2.1 *Post-Petition Lien.*

2.1.1 *Revolving Loans Post-Petition Lien Granting.* To secure the prompt payment and performance of any and all Post-Petition Revolving Obligations (including, without limitation, the Pre-Petition Revolving Obligations rolled into the Post-Petition Revolving

Obligations in accordance with the terms hereof) of Debtors to Revolving Agent and Revolving Lenders (each in their respective capacities under the Revolving Loan Documents) of whatever kind, nature or description, absolute or contingent, now existing or hereafter arising, Revolving Agent, for the benefit of itself and the other Revolving Lenders (each in their respective capacities under the Revolving Loan Documents), shall have and is hereby granted, effective as of the Petition Date, valid and perfected first priority security interests and liens, superior to all other liens, claims or security interests that any creditor of the Estates may have (but subject to the Intercreditor Agreement and certain claims entitled to priority, including the Revolving Loan Permitted Liens and Claims (as defined below), as and to the extent expressly provided in Sections 2.1.3 and 4.1.1 below), in and upon all of the Pre-Petition Revolving Loan Collateral and the Post-Petition Revolving Collateral (as defined in the Credit Agreement and referred to herein as the “*Post-Petition Revolving Collateral*”), provided, however, that any lien on property and/or proceeds recovered as a result of transfers or obligations avoided or actions maintained or taken pursuant to Sections 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code (the “*Avoidance Actions*”) shall be subject to entry of the Final Financing Order and shall be shared (x) on a pari passu basis with the DIP Note Agent and DIP Note Purchasers with respect to the amounts owed under the New Money Facility and (y) on a junior basis to the claims described in clause (x) with respect to the amounts owed under the Roll Up Facility (to the extent approved by the Final Financing Order). The Pre-Petition Revolving Loan Collateral and the Post-Petition Revolving Collateral are collectively referred to herein as the “*Revolving Loan Collateral*.” In accordance with Sections 552(b) and 361 of the Bankruptcy Code, the value, if

any, in any of the Revolving Loan Collateral, in excess of the amount of Post-Petition Revolving Obligations secured by the Revolving Loan Collateral after satisfaction of the Post-Petition Revolving Obligations of the Debtors to Revolving Agent and Revolving Lenders, shall constitute additional security for the repayment of the Pre-Petition Revolving Obligations and adequate protection for the use by Debtors, and the diminution in the value, of the Revolving Loan Collateral existing on the Petition Date.

2.1.2 *Term DIP Loans- Post Petition Granting.* To secure the prompt payment and performance of any and all Term DIP Obligations of Debtors to the DIP Note Agent and DIP Note Purchasers of whatever kind, nature or description, absolute or contingent, now existing or hereafter arising, DIP Note Agent, for the benefit of itself and the other DIP Purchasers, shall have and is hereby granted, effective as of the Petition Date, valid and perfected first priority security interests and liens, superior to all other liens, claims or security interests that any creditor of the Estates may have (but subject to the Intercreditor Agreement and certain claims entitled to priority, including the Term Loan Permitted Liens and Claims (as defined below), as and to the extent expressly provided in Section 2.1.4 and 4.1.2 below), in and upon all of the Term Loan Collateral (as defined in the DIP Note Purchase Agreement and referred to herein as the “*Term Loan Collateral*” and, together with the Post-Petition Revolving Collateral, the “*Collateral*”), provided, however, that any lien on property and/or proceeds recovered as a result of transfers or obligations avoided or actions maintained or taken pursuant to the Avoidance Actions shall be subject to entry of an order affirming on a final basis the relief granted herein on an interim basis (the “*Final Financing Order*”) and shall be shared (x) on a

pari passu basis with the DIP Note Agent and DIP Note Purchasers with respect to the amounts owed under the New Money Facility and (y) on a junior basis to the claims described in clause (x) with respect to the amounts owed under the Roll Up Facility (to the extent approved by the Final Financing Order).

2.1.3 *Revolving Loan Lien Priority.* The liens and security interests of Revolving Agent and Revolving Lenders granted under the Revolving Loan Documents and this Interim Order in the Revolving Loan Collateral shall be and shall continue to be first and senior in priority to all other interests and liens of every kind, nature and description, whether created consensually, by an order of the Court or otherwise, including, without limitation, liens or interests granted in favor of third parties in conjunction with Section 363, 364 or any other Section of the Bankruptcy Code or other applicable law; provided, however that Revolving Agent's and Revolving Lenders' liens on and security interests in the Revolving Loan Collateral shall be subject only to (i) the Intercreditor Agreement, (ii) the Revolving Loan Permitted Encumbrances to the extent such Revolving Loan Permitted Encumbrances are senior to, and have not been or are subject to being subordinated to, Revolving Loan Agent's liens on and security interests in the Revolving Loan Collateral or otherwise avoided, and only for so long as and to the extent that such Revolving Loan Permitted Encumbrances are and remain senior and outstanding and (iii) the Carve Out Expenses (as defined below) solely to the extent provided for in Sections 2.3, 2.4 and 2.6 of this Interim Order (the foregoing clauses (ii) and (iii) are collectively referred to herein as the "*Revolving Loan Permitted Liens and Claims*").

2.1.4 *Term DIP Loan Lien Priority.* The liens and security interests of the DIP Note Agent and DIP Note Purchasers granted under the Term Loan Documents and this Interim Order in the Term Loan Collateral shall be and shall continue to be, pursuant to Section 364(d) of the Bankruptcy Code, first and senior in priority to all other interests and liens of every kind, nature and description, including without limitation, to the pre-petition liens and security interest held by the Pre-Petition Term Agents, on behalf of themselves and the Pre-Petition Term Secured Parties, in the Pre-Petition Term Loan Collateral, and whether created consensually, by an order of the Court or otherwise, including, without limitation, liens or interests granted in favor of third parties in conjunction with Section 363, 364 or any other Section of the Bankruptcy Code or other applicable law; provided, however, that the DIP Note Agent's and DIP Note Purchasers' liens on and security interests in the Term Loan Collateral shall be subject only to (i) the Intercreditor Agreement, (ii) the Term Loan Permitted Encumbrances to the extent such Term Loan Permitted Encumbrances are senior to, and have not been or are subject to being subordinated to, Pre-Petition Term Loan Agent's liens on and security interests in the Term Loan Collateral or otherwise avoided, and only for so long as and to the extent that such Term Loan Permitted Encumbrances are and remain senior and outstanding and (iii) the Carve Out Expenses solely to the extent provided for in Sections 2.3, 2.4 and 2.6 of this Interim Order (the foregoing clauses (ii) and (iii) are collectively referred to herein as the "*Term Loan Permitted Liens and Claims*" and, together with the Revolving Loan Permitted Liens and Claims, the "*DIP Loan Permitted Liens and Claims*"). For the avoidance of doubt, as set forth in the DIP Term Sheet, any amounts distributed on account of the Term Loan Permitted Liens and Claims from the

proceeds of any sale of the Debtors' assets or any deposit related to such sale ("*Sale Proceeds*") shall be applied first to the amounts owed under the New Money Facility before being applied to the amounts owed under the Roll Up Facility (to the extent the Roll Up Facility is approved pursuant to the Final Financing Order).

2.1.5 *Post-Petition Lien Perfection.* This Interim Order shall be sufficient and conclusive evidence of the priority, perfection and validity of the post-petition liens and security interests granted herein, effective as of the Petition Date, without any further act and without regard to any other federal, state or local requirements or law requiring notice, filing, registration, recording or possession of the Revolving Loan Collateral or Term Loan Collateral, or other act to validate or perfect such security interest or lien, including without limitation, with respect to any blocked, lockbox or depository account consisting of Revolving Loan Collateral or Term Loan Collateral (a "*Perfection Act*"). Notwithstanding the foregoing, if either Revolving Agent or DIP Note Agent shall, in its sole discretion, elect for any reason to file, record or otherwise effectuate any Perfection Act, such Agent is authorized to perform such act, and the Debtors are authorized to perform such act to the extent necessary or required by such Agent, which act or acts shall be deemed to have been accomplished as of the date and time of entry of this Interim Order notwithstanding the date and time actually accomplished, and in such event, the subject filing or recording office is authorized to accept, file or record any document in regard to such act in accordance with applicable law. Either Revolving Agent or DIP Note Agent may choose to file, record or present a certified copy of this Interim Order in the same manner as a Perfection Act, which shall be tantamount to a Perfection Act, and, in such

event, the subject filing or recording office is authorized to accept, file or record such certified copy of this Interim Order in accordance with applicable law. Should either Agent so choose and attempt to file, record or perform a Perfection Act, no defect or failure in connection with such attempt shall in any way limit, waive or alter the validity, enforceability, attachment, or perfection of the post-petition liens and security interests granted herein by virtue of the entry of this Interim Order.

2.1.6 Nullifying Pre-Petition Restrictions to Post-Petition Financing.

Notwithstanding anything to the contrary contained in any pre-petition agreement, contract, lease, document, note or instrument to which any Debtor is a party or under which any Debtor is obligated, except as otherwise permitted under the Revolving Loan Documents or the Term Loan Documents, any provision that restricts, limits or impairs in any way any Debtor from granting either Revolving Agent or DIP Note Agent security interests in or liens upon any of the Debtor's assets or properties (including, among other things, any anti-lien granting or anti-assignment clauses in any leases or other contractual arrangements to which any Debtor is a party) under this Interim Order, or otherwise entering into and complying with all of the terms, conditions and provisions hereof or the Revolving Loan Documents or the Term Loan Documents, shall not (i) be effective and/or enforceable against any such Debtor(s), Revolving Agent, Revolving Lenders and Bank Product Providers, DIP Note Agent or DIP Note Purchasers, as applicable, or (ii) adversely affect the validity, priority or enforceability of the liens, security interests, claims, rights, priorities and/or protections granted to (A) Revolving Agent, Revolving Lenders and Bank Product Providers pursuant to this Interim Order or the Revolving Loan Documents, or (B)

DIP Note Agent and DIP Note Purchasers pursuant to this Interim Order or the Term Loan Documents, in each case, to the maximum extent permitted under the Bankruptcy Code and other applicable law. Notwithstanding anything to the contrary herein, nothing in this Interim Order shall affect, impair or otherwise prejudice any rights that the Debtors' landlords may have or have the effect of encumbering, pledging or collateralizing the leasehold interests of the Debtors with respect to premises owned by such landlord to the extent otherwise prohibited under the terms of the applicable lease with such landlord.

2.2 *Superpriority Administrative Expense.*

2.2.1 *Revolving Loans.* For all Post-Petition Revolving Obligations (including, without limitation, the Pre-Petition Revolving Obligations rolled into the Post-Petition Revolving Obligations in accordance with the terms hereof) now existing or hereafter arising pursuant to this Interim Order, the Revolving Loan Documents or otherwise, Revolving Agent, for the benefit of itself and the other Revolving Secured Parties (each in their respective capacities under the Revolving Loan Documents), is granted an allowed superpriority administrative claim pursuant to Section 364(c)(1) of the Bankruptcy Code, having priority in right of payment over any and all other obligations, liabilities and indebtedness of the Debtors, whether now in existence or hereafter incurred by Debtors, and over any and all administrative expenses or priority claims of the kind specified in, or ordered pursuant to, inter alia Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 364(c)(1), 546(c), 726, 1113 or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed superpriority

administrative claim shall be payable from and have recourse to all pre- and post-petition property of the Debtors and all proceeds thereof (the “*Revolving Loan Superpriority Claim*”), provided, however, the Revolving Loan Superpriority Claim shall be shared pari passu with the Term Loan Superpriority Claim (as hereinafter defined) subject only to (i) the Intercreditor Agreement, (ii) the carve-out set forth in Section 2.3 hereof and (iii) the Revolving Loan Permitted Liens and Claims as and to the extent expressly set forth in this Interim Order. For the avoidance of doubt, as adequate protection, the Debtors are authorized and directed to pay the Revolving Lender Group Professional Fees.

2.2.2 *Term DIP Loans.* For all Term DIP Obligations now existing or hereafter arising pursuant to this Interim Order, the Term Loan Documents or otherwise, the DIP Note Agent, for the benefit of itself and the DIP Note Secured Parties (in their capacities under the Term Loan Documents), is granted an allowed superpriority administrative claim pursuant to Section 364(c)(1) of the Bankruptcy Code, having priority in right of payment over any and all other obligations, liabilities and indebtedness of Debtors, whether now in existence or hereafter incurred by Debtors, and over any and all administrative expenses or priority claims of the kind specified in, or ordered pursuant to, inter alia Sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 364(c)(1), 546(c), 726, 1113 or 1114 of the Bankruptcy Code, whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which allowed superpriority administrative claim shall be payable from and have recourse to all pre- and post-petition property of the Debtors and all proceeds thereof (the “*Term Loan Superpriority Claim*”); provided, however, that (x) the Term Loan Superpriority

Claim comprised of the New Money Facility (the “*New Money Term Loan Superpriority Claim*”) shall be shared on a pari passu basis with the Revolving Loan Superpriority Claim and (y) the Term Loan Superpriority Claim comprised of the Roll Up Facility (to the extent approved by the Final Financing Order) (the “*Roll Up Term Loan Superpriority Claim*”) shall be junior in priority to the New Money Term Loan Superpriority Claim and the Revolving Loan Superpriority Claim; provided, further, that each of the New Money Term Loan Superpriority Claim and the Roll Up Term Loan Superpriority Claim shall be subject to (i) the Intercreditor Agreement, (ii) the Carve-Out, and (ii) the Term Loan Permitted Liens and Claims as and to the extent expressly set forth in this Interim Order. For the avoidance of doubt, as adequate protection, the Debtors are authorized and directed to pay the DIP Note Professional Fees.

2.3 *Carve Out Expenses.*

2.3.1 *Carve Out Expenses.* Upon (a) the declaration by the Revolving Agent of the occurrence of an Event of Default (as defined in the Credit Agreement) or (b) the declaration by the DIP Note Agent of the occurrence of an Event of Default (as defined in the DIP Term Sheet), each of (i) the Revolving Agent’s and Revolving Secured Parties’ (each in their respective capacities under the Revolving Loan Documents) liens, claims and security interests in the Revolving Loan Collateral and their Revolving Loan Superpriority Claim, and (ii) the DIP Note Agent’s and DIP Note Purchasers’ (each in their respective capacities under the Term Loan Documents) liens, claims and security interests in the Term Loan Collateral and their Term Loan Superpriority Claim, shall each be subject only to the Intercreditor Agreement and the Revolving Loan Permitted Liens and Claims and the Term Loan Permitted Liens and Claims,

as applicable, which include the right of payment of the following expenses (the “*Carve Out Expenses*”):

a. statutory fees payable to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6);

b. fees payable to the Clerk of this Court;

c. subject to the terms and conditions of this Interim Order, Allowed Professional Fees (as defined below) incurred during the period commencing on the Petition Date and ending on the Trigger Date (as defined below) (the “*Pre-Trigger Date Period*”) by attorneys, accountants and other professionals retained by the Debtors and any Committee(s) under Section 327 or 1103(a) of the Bankruptcy Code (collectively, the “*Professionals*”), provided that the aggregate amount of such Allowed Professional Fees included in the Carve Out Expenses pursuant to this clause (c) shall not exceed on a weekly basis (i) the aggregate amount set forth in the line item in the Budget “*Professional Fee Reserve*”, plus (ii) the amount set forth on a Certificate delivered by Debtors’ CEO, CFO or such other persons with authority (an “*Authorized Officer*”) to Revolving Agent by 3:00 PM on each Monday by which the actual amount of Professional Fees incurred by the Professionals during the prior week exceeded the amount set forth on the Budget, covering the Pre-Trigger Date Period, less the sum of all Allowed Professional Fees incurred during the Pre-Trigger Date Period paid at any time (the “*Pre-Trigger Date Professional Fee Carve Out*”); and

d. subject to the terms and conditions of this Interim Order, Allowed Professional Fees incurred by Professionals on or after the Trigger Date in an aggregate amount not to exceed \$175,000.00 (the “*Post-Trigger Date Professional Fee Carve Out*”, and together with the Pre-Trigger Date Professional Fee Carve Out, collectively, the “*Carve Out*”).

2.3.2 For the avoidance of doubt, nothing herein shall be construed to impair the ability of any party to object to the fees, expenses, reimbursement or compensation described herein. For purposes of this Interim Order, (i) the term “*Allowed Professional Fees*” shall mean the unpaid and outstanding reasonable fees and expenses of Professionals (A) actually incurred on or after the Petition Date and (B) allowed at any time by a final order of the Court pursuant to Sections 326, 328, 330 or 331 of the Bankruptcy Code (but excluding any transaction, restructuring, completion, success or similar fees); and (ii) the term “*Trigger Date*” shall mean the date upon which either the Revolving Agent or the DIP Note Agent provides written notice to the Debtors of the occurrence of an Event of Default under the Revolving Loan Documents or the Term Loan Documents, as applicable. In the event that the Trigger Date occurs prior to the end of any week set forth in the Budget, then for purposes of calculating the portion of the Pre-Trigger Date Professional Fee Carve Out available for such week, the amount of the “*Professional Fee Reserve*” line item in the Budget for such week shall be multiplied by a fraction, the numerator of which shall be the number of days in such week prior to the Trigger Date, and the denominator of which shall be 7. For purposes of the Carve Out, the monthly retainer payable to Lincoln Partners Advisors LLC (“*Lincoln*”), one of the Professionals retained

by Debtors, shall be part of the Professional Fees included within the Carve Out. The "Sale Transaction Fee" payable to Lincoln upon consummation of the Sale (as defined in the DIP Term Sheet) pursuant to that certain engagement letter dated October 10, 2013 shall be deemed an expense payable from the first gross proceeds of the Sale (as defined in the DIP Term Sheet).

2.3.3 *Excluded Professional Fees.* Notwithstanding anything to the contrary in this Interim Order, neither the Carve Out nor the proceeds of any Advances, Letters of Credit, Bank Products, Term DIP Loans, Revolving Loan Collateral or Term Loan Collateral shall be used to pay any Allowed Professional Fees or any other fees or expenses incurred by any Professional in connection with any of the following: (a) an assertion or joinder in (but excluding any investigation into) any claim, counter-claim, action, proceeding, application, motion, objection, defense or other contested matter seeking any order, judgment, determination or similar relief: (i) challenging the legality, validity, priority, perfection, or enforceability of the Pre-Petition Revolving Obligations or the Pre-Petition Term Obligations or the Revolving Agent's, Revolving Lenders', Pre-Petition Term Secured Parties', Bank Product Providers', DIP Note Agent's, or DIP Note Purchasers' liens on and security interests in the Collateral, (ii) invalidating, setting aside, avoiding or subordinating, in whole or in part, either the Revolving Loan Obligations or Revolving Agent's, and Revolving Secured Parties' liens on and security interests in the Revolving Loan Collateral, or the Term Loan Obligations or DIP Note Agent's or DIP Note Purchasers' liens on and security interests in the Term Loan Collateral or (iii) preventing Revolving Agent's, any Revolving Secured Parties' or DIP Note Agent's or DIP Note Purchasers' assertion or enforcement of any lien, claim, right or security interest or realization

upon any Collateral in accordance with the terms and conditions of this Interim Order; provided, however, not more than \$25,000 in the aggregate of the Carve Out or the proceeds of any Advances, Letters of Credit, Bank Products, Term Loans, Revolving Loan Collateral, Term Loan Collateral, Pre-Petition Revolving Loan Collateral, or Pre-Petition Term Loan Collateral may be used to pay the Allowed Professional Fees of Professionals retained by the Committee incurred in connection with investigating the matters set forth in this Section 2.3.2(a)(i), 2.3.2(a)(ii) and 2.3.2(a)(iii); (b) a request to use Cash Collateral without the prior written consent of Revolving Agent and DIP Note Agent in accordance with the terms and conditions of this Interim Order; (c) a request for authorization to obtain debtor-in-possession financing or other financial accommodations pursuant to Section 364(c) or Section 364(d) of the Bankruptcy Code, other than from Revolving Agent or Revolving Lenders, without the prior written consent of Revolving Agent with respect to the Revolving Loan Collateral, other than from DIP Note Agent or DIP Note Purchasers, without the prior written consent of DIP Note Agent with respect to the Term Loan Collateral; (d) the commencement or prosecution of any Avoidance Actions against the Revolving Agent, any Revolving Lender, the Bank Product Provider, the DIP Note Agent, any DIP Note Purchaser, the Pre-Petition Roll-Over Credit Agent, the Pre-Petition Shareholder Credit Agent, or any Pre-Petition Term Secured Party or any of their respective officers, directors, managers, employees, agents, attorneys, funds, affiliates, successors or assigns, including, without limitation, any attempt to recover or avoid any claim or interest from the Revolving Agent, any Revolving Lender, the Bank Product Provider, the DIP Note Agent, any DIP Note Purchaser, the Pre-Petition Roll-Over Credit Agent, the Pre-Petition Shareholder

Credit Agent, or any Pre-Petition Term Secured Party; or (e) any act which has or could have the effect of materially and adversely modifying or compromising the rights and remedies of Revolving Agent, any Revolving Lender or any Bank Product Provider, DIP Note Agent and any DIP Note Purchaser or which is contrary, in a manner that is material and adverse to the Revolving Agent, any Revolving Lender or any Bank Product Provider, DIP Note Agent and any DIP Note Purchaser to any term or condition set forth in or acknowledged by the Revolving Loan Documents, the Term Loan Documents or this Interim Order.

2.3.4 *Carve Out Reserve.* At Revolving Agent's discretion, Revolving Agent may at any time establish a reserve (as defined in the Credit Agreement) against the amount of Advances, Letters of Credit or other credit accommodations that would otherwise be made available to Debtors pursuant to the lending formulae contained in the Credit Agreement in respect of the Carve Out and the other Carve Out Expenses; provided, that, with respect to the Pre-Trigger Date Professional Fee Carve Out and without limiting any other Reserves, Revolving Agent may implement in accordance with the terms of the Credit Agreement, Revolving Agent will establish a reserve (the "*Reserve*") upon entry of this Interim Order in an amount equal to (a) the Post-Trigger Date Professional Fee Carve-Out, plus (b) one hundred (100%) percent of the total amount reflected in the Budget line item labeled "Professional Fee Reserve" for the week ending December 29, 2013, plus (c) on the Friday of that week and the Friday of each week thereafter, an amount equal to one hundred (100%) percent of the amount reflected in the Budget line item labeled "Professional Fee Reserve" for the following week, plus (d) upon Revolving Agent's receipt of written notice by Debtors and certified by an Authorized

Officer, which must be delivered by 3:00 PM on the Monday of each week, the amount by which the actual accrued Professional Fees for the prior week exceeded the amount budgeted for such week. Any failure by the Authorized Officer to submit by 3:00 PM on each Monday the amount by which its actual fees for the prior week exceeded the Budget will result in the exclusion of such actual amount from the Carve Out. Upon Revolving Agent's receipt of written notice by the Debtors and certified by an Authorized Officer reflecting the payment of Allowed Professional Fees during the Pre-Trigger Date Period (a "*Professional Fee Payment Notice*"), (x) the amount of the Pre-Trigger Date Professional Fee Carve Out shall be permanently and irrevocably reduced by the amount of Allowed Professional Fees paid as set forth in the Professional Fee Payment Notice on a dollar-for-dollar basis, and (y) Revolving Agent shall reduce the Reserve on a dollar-for-dollar basis in the amount equal to such reported payment set forth in the Professional Fee Payment Notice. Notwithstanding the foregoing, the delivery of a Professional Fee Payment Notice shall not be required to reduce the amount of Allowed Professional Fees permitted to be included in the Pre-Trigger Date Professional Fee Carve Out in accordance with the terms of this Interim Order to the extent such Allowed Professional Fees are actually paid.

2.4 *Payment of Carve Out Expenses.*

2.4.1. Prior to the declaration by the Revolving Agent or the DIP Note Agent of an occurrence of an Event of Default under either the Revolving Loan Documents or the Term Loan Documents, the Debtors shall be permitted to pay Allowed Professional Fees of the Professionals in accordance with the Budget. Any such amounts paid prior to the occurrence

of any Event of Default shall permanently reduce the Pre-Trigger Date Professional Fee Carve Out and the Reserve on a dollar-for-dollar basis as set forth in Section 2.3.3, but shall not reduce the Post-Trigger Date Professional Fee Carve Out.

2.4.2. Following the occurrence of a Trigger Date, Allowed Professional Fees shall be paid first from the proceeds held in the Reserve. Any payment or reimbursement made either directly by Revolving Agent or any Revolving Lender or by DIP Note Agent or any DIP Note Purchaser at any time, or by or on behalf of the Debtors on or after the declaration by either Agent of the occurrence of an Event of Default under either the Revolving Loan Documents or the Term Loan Documents (a) in respect of any Allowed Professional Fees incurred by Professionals prior to the Trigger Date, shall permanently reduce the Pre-Trigger Date Professional Fee Carve Out on a dollar-for-dollar basis, (b) in respect of any Allowed Professional Fees incurred by Professionals on or after the Trigger Date, shall permanently reduce the Post-Trigger Date Professional Fee Carve Out on a dollar-for-dollar basis, and (c) in respect of any other Carve Out Expenses shall permanently reduce the Professional Fee Carve Out on a dollar-for-dollar basis. Revolving Agent's and Revolving Lenders' obligation to fund or otherwise pay the Professional Fee Carve Out and the other Carve Out Expenses shall be added to and made a part of the Post-Petition Revolving Obligations, secured by the Revolving Loan Collateral, and entitle Revolving Agent and Revolving Lenders (each in their respective capacities under the Revolving Loan Documents) to all of the rights, claims, liens, priorities and protections under this Interim Order, the Revolving Loan Documents, the Bankruptcy Code or applicable law. In the event the DIP Note Agent or any DIP Note Purchaser funds or otherwise

pays the Professional Fee Carve Out or the other Carve Out Expenses, such amounts shall be added to and made a part of the Term DIP Obligations, secured by the Term Loan Collateral, and entitle the DIP Note Agent and DIP Note Purchasers to all of the rights, claims, liens, priorities and protections under this Interim Order, the Term Loan Documents, the Bankruptcy Code or applicable law. Payment of any Carve Out Expenses, whether by or on behalf of either Agent or any Revolving Lender or DIP Note Purchaser, shall not and shall not be deemed to reduce the Revolving Loan Obligations or the Term DIP Obligations, and shall not and shall not be deemed to subordinate any of Revolving Agent's, Revolving Lenders', DIP Note Agent's or DIP Note Purchasers' liens and security interests in the Revolving Loan Collateral, the Term Loan Collateral, the Revolving Loan Superpriority Claim or the Term Loan Superpriority Claim to any junior pre- or post-petition lien, interest or claim in favor of any other party. Except and solely to the extent set forth in Section 2.3 of this Interim Order, none of Revolving Agent, Revolving Lenders, DIP Note Agent, DIP Note Purchasers, Pre-Petition Term Loan Agents or the Pre-Petition Term Loan Secured Parties shall, under any circumstance, be responsible for the direct payment or reimbursement of any fees or disbursements of any Professionals incurred in connection with the Cases under any chapter of the Bankruptcy Code, and nothing in Sections 2.3, 2.4, or 2.6 of this Interim Order shall be construed to obligate any such party in any way, to pay compensation to or to reimburse expenses of any Professional, or to ensure that the Debtors have sufficient funds to pay such compensation or reimbursement.

2.5 *Use of Cash Collateral; Adequate Protection.*

2.5.1 *Authorization to Use Cash Collateral.* Subject to the terms and conditions of this Interim Order, the Credit Agreement and the other Revolving Loan Documents, the DIP Term Sheet and the other Term Loan Documents, and in accordance with the Budget, the Debtors shall be and are hereby authorized to use, until the earlier of (a) the occurrence of an Event of Default (as defined herein) or (b) the expiration of Revolving Agent's and Revolving Lenders' commitment to lend under the Credit Agreement and the other Revolving Loan Documents, the Cash Collateral subject to the respective pre-petition liens and security interests granted to each of the Revolving Agent, Revolving Lenders, Bank Product Providers (each in their respective capacities under the Existing Loan Documents), Pre-Petition Term Loan Agents, and Pre-Petition Term Loan Lenders. Nothing in this Interim Order shall authorize the disposition of any assets of the Debtors or their Estates outside the ordinary course of business, or the Debtors' use of Cash Collateral or other proceeds resulting therefrom, except as otherwise expressly permitted in this Interim Order, the Credit Agreement, the other Revolving Loan Documents, the DIP Term Sheet, the other Term Loan Documents and in accordance with the Budget.

2.5.2 *Replacement Liens.* As adequate protection for the diminution in value of their respective interests in the Pre-Petition Collateral, each of the Revolving Agent, for the benefit of itself, the Revolving Lenders and the Bank Product Providers, the DIP Note Agent, for itself and the DIP Note Purchasers, and the Pre-Petition Term Loan Agents, for the benefit of itself and the Pre-Petition Term Loan Lenders, is hereby granted pursuant to Sections 361 and

363 of the Bankruptcy Code, (a) valid, binding, enforceable and perfected replacement liens upon and security interests in all Collateral (the “*Replacement Liens*”), subject to this Order, the Intercreditor Agreement, the Term Loan Intercreditor Agreement, the Revolving Loan Documents, the Term Loan Documents and the Pre-Petition Term Loan Documents and in accordance with the following relative priorities:

Relative Priorities	Post-Petition Revolving Collateral	Term Loan Collateral	Sale Proceeds or Sale Deposit
(1)	Revolving Agent (Post-Petition Revolving Obligations)	DIP Note Agent (DIP Term Obligations)	Pro rata to the Revolving Agent (Post-Petition Revolving Obligations) and the DIP Note Agent (New Money Facility)
(2)	Revolving Agent (Pre-Petition Revolving Obligations)	Pre-Petition Roll-Over Agent (Pre-Petition Roll-Over Obligations)	Revolving Agent (Pre-Petition Revolving Obligations)
(3)	DIP Note Agent (DIP Term Obligations)	Pre-Petition Shareholder Agent (Pre-Petition Shareholder Obligations)	DIP Note Agent (Roll Up Facility)
(4)	Pre-Petition Roll-Over Agent (Pre-Petition Roll-Over Obligations)	Revolving Agent (Post-Petition Revolving Obligations)	Then in accordance with the relative priorities for Post-Petition Revolving Collateral and Term Loan Collateral as set forth in this Section 2.5.2
(5)	Pre-Petition Shareholder Agent (Pre-Petition Shareholder Obligations)	Revolving Agent (Pre-Petition Revolving Obligations)	

2.5.3 *Section 507(b) Priority Claims.*

1) As adequate protection for the diminution in value of their interests in the Pre-Petition Revolving Loan Collateral (including Cash Collateral) on account of the Debtors' use of such Pre-Petition Revolving Loan Collateral (including Cash Collateral), the imposition of the automatic stay and the subordination to the Carve-Out, the Revolving Agent, for the benefit of itself and Revolving Loan Secured Parties (each in their respective capacities under the Pre-Petition Revolving Loan Documents), is hereby granted as and to the extent provided by Section 507(b) of the Bankruptcy Code an allowed superpriority administrative expense claim in each of the Cases and any Successor Cases (the "***Revolving Loan Adequate Protection Superpriority Claim***"). The Revolving Loan Adequate Protection Superpriority Claim shall be (i) subject to the Intercreditor Agreement, and (ii) junior only to (A) the Carve-Out, (B) the Revolving Loan Superpriority Claim and (C) the Term Loan Superpriority Claim, and shall otherwise have priority over all administrative expense claims and unsecured claims against Debtors and their Estates now existing or hereafter arising, of any kind or nature whatsoever.

2) As adequate protection for the diminution in value of their interests in the Pre-Petition Term Loan Collateral (including Cash Collateral) on account of the Debtors' use of such Term Loan Pre-Petition Collateral (including Cash Collateral), the imposition of the automatic stay and the subordination to the Carve-Out, the Pre-Petition Term Loan Agents, for the benefit of themselves and the Pre-Petition Term Loan Secured Parties, are hereby granted as and to the extent provided by Section 507(b) of the Bankruptcy Code an allowed superpriority

administrative expense claim in each of the Cases and any Successor Cases (the “*Term Loan Adequate Protection Superpriority Claim*”). The Term Loan Adequate Protection Superpriority Claim shall be (i) subject to the Intercreditor Agreement, and (ii) junior only to (A) the Carve-Out, (B) the Term Loan Superpriority Claim and (C) the Revolving Loan Superpriority Claim, and shall otherwise have priority over all administrative expense claims and unsecured claims against Debtors and their Estates now existing or hereafter arising, of any kind or nature whatsoever.

Section 3. *Default; Rights and Remedies; Relief from Stay.*

3.1 *Events of Default.*

In addition to the Events of Default listed in Section 4.2

The occurrence of any of the following events shall constitute an “*Event of Default*” under this Interim Order:

- a. Any Debtors’ failure to perform, in any respect, any of the terms, conditions or covenants, or their obligations, under this Interim Order; or
- b. An “Event of Default” under the Credit Agreement or any of the other Revolving Loan Documents; or
- c. An “Event of Default” under the DIP Term Sheet or any of the other Term Loan Documents.

3.2 *Rights and Remedies Upon Event of Default.* Upon the occurrence of and during the continuance of an Event of Default, (a) the Debtors shall be bound by all restrictions, prohibitions and other terms as provided in this Interim Order, the Credit Agreement and the other Revolving Loan Documents, and the DIP Note Purchase Agreement and the other Term Loan Documents and (b) the Revolving Agent (in its capacity under each of the Pre-Petition

Revolving Loan Documents and the Revolving Loan Documents), the DIP Note Agent, and the Pre-Petition Term Loan Agents (collectively, the “*Agents*”) shall, subject in all respect to the terms and conditions of the Intercreditor Agreement, be entitled to take any act or exercise any right or remedy (subject to Section 3.5 below) as provided in this Interim Order or any of the Credit Agreement and the other Revolving Loan Documents, and the DIP Note Purchase Agreement and the other Term Loan Document, as applicable, including, without limitation, to the extent permitted by the terms and conditions of the Intercreditor Agreement, (x) with respect to the Revolving Agent (in its capacity as agent under the Revolving Loan Documents), declaring all Revolving Obligations immediately due and payable, accelerating the Revolving Obligations, ceasing to extend Advances or provide or arrange for Letters of Credit (as defined in the Credit Agreement) on behalf of Debtors, setting off any Revolving Obligations with Revolving Loan Collateral or proceeds in Revolving Agent’s possession, and enforcing any and all rights with respect to the Revolving Loan Collateral, and (y) with respect to the DIP Note Agent, declaring all Term DIP Obligations immediately due and payable, accelerating the Term DIP Obligations, ceasing additional Term DIP Loans, setting off any Term DIP Obligations with Term Loan Collateral or proceeds in DIP Note Agent’s possession, and enforcing any and all rights with respect to the Term Loan Collateral. Each of the Revolving Agent, the Revolving Lenders, the DIP Note Agent and DIP Note Purchasers shall have no obligation to lend or advance any additional funds to or on behalf of the Debtors, or provide any other financial accommodations to Debtors, immediately upon or after the occurrence of an Event of Default or

upon the occurrence of any act, event, or condition that, with the giving of notice or the passage of time, or both, would constitute an Event of Default.

3.3 *Expiration of Revolving Loan Commitment.* Upon the expiration of Borrowers' authority to borrow and obtain other credit accommodations from Revolving Agent and Revolving Secured Parties pursuant to the terms of this Interim Order and the Revolving Loan Documents (except if such authority shall be extended with the prior written consent of Revolving Agent, which consent shall not be implied or construed from any action, inaction or acquiescence by Revolving Agent or any Revolving Secured Party), unless an Event of Default set forth in Section 3.1 above occurs sooner and the automatic stay has been lifted or modified pursuant to Section 3.5 of this Interim Order, subject to the Intercreditor Agreement, all of the Revolving Loan Obligations shall immediately become due and payable and Revolving Agent and Revolving Secured Parties (each in their respective capacities under the Revolving Loan Documents) shall be automatically and completely relieved from the effect of any stay under Section 362 of the Bankruptcy Code, any other restriction on the enforcement of its liens upon and security interests in the Revolving Loan Collateral or any other rights granted to Revolving Agent and Revolving Secured Parties pursuant to the terms and conditions of the Revolving Loan Documents or this Interim Order, and Revolving Agent, acting on behalf of itself and the other Revolving Secured Parties (each in their respective capacities under the Revolving Loan Documents), shall be and is hereby authorized, in its sole discretion, to take any and all actions and remedies provided to it in this Interim Order, the Revolving Loan Documents or applicable law which Revolving Agent (in its capacity under the Revolving Loan Documents) may deem

appropriate and to proceed against and realize upon the Revolving Loan Collateral or any other property of the Debtors' Estates.

3.4 *Maturity of Term DIP Loans.* Upon the earlier to occur of (a) the Maturity Date (as defined in the DIP Note Purchase Agreement) (except if the Maturity Date shall be extended with the prior written consent of DIP Note Agent, which consent shall not be implied or construed from any action, inaction or acquiescence by DIP Note Agent or any DIP Note Purchaser) or (b) the occurrence of an Event of Default set forth in Section 3.1 above, subject to the Intercreditor Agreement, all of the Term DIP Obligations shall immediately become due and payable and DIP Note Agent and DIP Note Purchasers shall be automatically and completely relieved from the effect of any stay under Section 362 of the Bankruptcy Code, any other restriction on the enforcement of its liens upon and security interests in the Term Loan Collateral or any other rights granted to DIP Note Agent and DIP Note Purchasers pursuant to the terms and conditions of the Term Loan Documents or this Interim Order, and DIP Note Agent, acting on behalf of itself and the other DIP Note Purchasers, shall be and is hereby authorized, in its sole discretion, to take any and all actions and remedies provided to it in this Interim Order, the Term Loan Documents or applicable law which DIP Note Agent may deem appropriate and to proceed against and realize upon the Term Loan Collateral or any other property of the Debtors' Estates.

3.5 *Relief from Automatic Stay.* The automatic stay provisions of Section 362 of the Bankruptcy Code and any other restriction imposed by an order of the Court or applicable law are hereby modified and vacated without further notice, application or order of the Court to

the extent necessary to permit each Agent and each Revolving Secured Parties or DIP Note Purchaser to perform any act authorized or permitted under or by virtue of this Interim Order, the Revolving Loan Documents, or the Term Loan Documents, as applicable, including, without limitation, (a) to implement the post-petition financing arrangements authorized by this Interim Order and pursuant to the terms of the DIP Loan Documents, (b) to take any act to create, validate, evidence, attach or perfect any lien, security interest, right or claim in the Revolving Loan Collateral or Term Loan Collateral, as applicable, (c) to assess, charge, collect, advance, deduct and receive payments with respect to the Revolving Loan Obligations or Term DIP Obligations, as applicable, including, without limitation, all interests, fees, costs and expenses permitted under the Revolving Loan Documents or the Term Loan Documents, as applicable, and apply such payments to the Revolving Loan Obligations pursuant to the Revolving Loan Documents and this Interim Order, or to the Term DIP Obligations pursuant to the Term Loan Documents and this Interim Order, as applicable, and (d) immediately upon the occurrence of an Event of Default, and subject to the terms and conditions of the Intercreditor Agreement, to take any action and exercise all rights and remedies provided to it by this Interim Order, the Revolving Loan Documents, the Term Loan Documents or applicable law other than those rights and remedies against the Revolving Loan Collateral or Term Loan Collateral as provided in the following sentence. In addition, and without limiting the foregoing, subject to the Intercreditor Agreement, upon the occurrence of an Event of Default and after providing three (3) business days (the "*Default Notice Period*") prior written notice (the "*Enforcement Notice*") to counsel for the Debtors, counsel for the Committee (if appointed), counsel for the other Agent, counsel

for the Pre-Petition Roll-Over Note Purchase Agent, counsel for the Pre-Petition Shareholder Credit Agent, and the U.S. Trustee, each Agent, acting on behalf of itself and the Revolving Lenders or the DIP Note Purchasers, as applicable, shall be entitled to take any action and exercise all rights and remedies provided to it by this Interim Order, the Revolving Loan Documents, the Term Loan Documents or applicable law as such Agent may deem appropriate in its sole discretion to proceed against and realize upon the Revolving Loan Collateral or Term Loan Collateral, as applicable, or any other assets or properties of the Estates upon which such Agent, for the benefit of itself and the Revolving Secured Parties or the DIP Note Purchasers, as applicable, has been or may hereafter be granted liens or security interests to obtain the full and indefeasible repayment of all Revolving Loan Obligations or Term DIP Obligations, as applicable. Notwithstanding anything to the contrary, any action taken by Revolving Loan Agent to (A) accelerate the Revolving Loans, (B) send blocking notices or activation notices to the Blocked Account Bank, (C) repay any amounts owing in respect of the Revolving Obligations (including, without limitation, fees, indemnities and expense reimbursements) and (D) cash collateralize Letters of Credit and/or Bank Products issued pursuant to the Revolving Loan Documents, in each case, shall not require any advance notice to the Debtors. ~~In any hearing regarding any exercise of rights or remedies (which hearing must take place within the Default Notice Period), the only issue that may be raised by any party in opposition thereto shall be whether, in fact, an Event of Default has occurred and is continuing, and the Debtors shall not be entitled to seek relief, including, without limitation, under Section 105 of the Bankruptcy Code, to the extent such relief would in any way impair or restrict the rights and remedies of any~~

~~of Revolving Agent, Revolving Lenders, DIP Note Agent or DIP Note Purchasers set forth in this Interim Order or the Revolving Loan Documents or the Term Loan Documents, as applicable, unless otherwise ordered by the Court.~~

Section 4. *Representations; Covenants; and Waivers.*

4.1 *Objections to Pre-Petition Obligations.*

4.1.1 *Objections to Pre-Petition Revolving Loan Obligations.*

Notwithstanding anything to the contrary in this Interim Order, any action, claim, defense, complaint, motion or other written opposition (hereinafter, an “*Objection*”) that seeks to object to, challenge, contest or otherwise invalidate or reduce, whether by setoff, recoupment, counterclaim, deduction, disgorgement or claim of any kind: (a) the existence, validity or amount of the Pre-Petition Revolving Obligations, (b) the extent, legality, validity, perfection or enforceability of Revolving Agent’s and Revolving Lenders’ pre-petition liens and security interests in the Pre-Petition Revolving Loan Collateral, or (c) the pay down of the Pre-Petition Revolving Loan Obligations or the roll into the Post-Petition Revolving Obligations of the Advances, Letters of Credit, Bank Products (each as defined in the Revolving Loan Documents) and other Pre-Petition Revolving Obligations as provided for in this Interim Order (provided however, that for purposes of this clause (c), any party asserting an Objection in accordance with this Section 4.1.1 shall not be permitted to assert, argue or allege as the sole grounds for such Objection that the pay-down or roll-up provided for in this Interim Order is *per se* impermissible or illegal) shall be properly filed with the Court (x) by any Committee, within sixty (60) calendar days from the date of appointment of the Committee by the U.S. Trustee, or (y) by any party in

interest with requisite standing within seventy-five (75) calendar days from the date of entry of this Interim Order, provided that, in the event the Sale, as defined in the Ratification Agreement, occurs sooner, the deadlines set forth above shall be shortened to a date that is five (5) Business Days prior to the scheduled hearing to approve such Sale; provided, however, that nothing herein shall permit any party to challenge the extent or validity of the Post-Petition Revolving Obligations for any disbursements in excess of the Pre-Petition Revolving Obligations. If any such Objection is timely and properly filed and successfully pursued, nothing in this Interim Order shall prevent the Court from granting appropriate relief with respect to the Pre-Petition Revolving Obligations or Revolving Agent's and Revolving Secured Parties' liens on the Pre-Petition Revolving Loan Collateral. If no Objection is timely and properly filed, or if an Objection is timely and properly filed but denied, (a) the Pre-Petition Revolving Obligations shall be deemed allowed in full, shall not be subject to any setoff, recoupment, counterclaim, deduction or claim of any kind, and shall not be subject to any further objection or challenge by any party at any time, and Revolving Agent's and Revolving Secured Parties' pre-petition liens on and security interest in the Pre-Petition Revolving Loan Collateral shall be deemed legal, valid, perfected, enforceable, and non-avoidable for all purposes and of first and senior priority, subject to only the Intercreditor Agreement and the Revolving Loan Permitted Liens and Claims, and (b) Revolving Agent, Revolving Secured Parties and each of their respective participants, agents, officers, directors, employees, attorneys, professionals, successors, and assigns shall be deemed released and discharged from any and all claims and causes of action related to or arising out of the Pre-Petition Revolving Loan Documents and shall not be subject to any further

objection or challenge by any party at any time. Nothing contained in this Section 4.1.1 or otherwise shall or shall be deemed or construed to impair, prejudice or waive any rights, claims or protections afforded to Revolving Agent and Revolving Lenders in connection with the Post-Petition Revolving Obligations provided by Revolving Agent and Revolving Lenders to Debtors in reliance on Section 364(e) of the Bankruptcy Code and in accordance with the terms and provisions of this Interim Order and the Revolving Loan Documents. Notwithstanding anything to the contrary contained within this Interim Order, all stipulations, admissions, agreements, findings of fact and conclusions of law with respect to the Pre-Petition Revolving Obligations and the Pre-Petition Revolving Loan Collateral, as set forth herein, shall be subject in all respects to the terms of this paragraph 4.1.1.

4.1.2 *Objections to Pre-Petition Term Obligations.* Notwithstanding anything to the contrary in this Interim Order, any Objection that seeks to object to, challenge, contest or otherwise invalidate or reduce, whether by setoff, recoupment, counterclaim, deduction, disgorgement or claim of any kind: (a) the existence, validity or amount of the Pre-Petition Term Obligations, (b) the extent, legality, validity, perfection or enforceability of Pre-Petition Term Agents' and the Pre-Petition Term Loan Secured Parties' pre-petition liens and security interests in the Pre-Petition Term Loan Collateral or any payments made pursuant to this Interim Order, or (c) the roll into the Term DIP Obligations of certain of the Pre-Petition Term Obligations as provided for in this Interim Order and the DIP Term Sheet (provided however, that for purposes of this clause (c), any party asserting an Objection in accordance with this Section 4.1.2 shall not be permitted to assert, argue or allege as the sole grounds for such

Objection that the roll-up provided for in this Interim Order is *per se* impermissible or illegal), shall be properly filed with the Court (x) by any Committee and within sixty (60) calendar days from the date of appointment of the Committee by the U.S. Trustee, or (y) within the thirty (30) days following the Petition Date, by any party in interest with requisite standing within seventy-five (75) calendar days from the date of entry of this Interim Order, provided that, in the event the Sale, as defined in the Ratification Agreement, occurs sooner, the deadlines set forth above shall be shortened to a date that is five (5) Business Days prior to the scheduled hearing to approve such Sale. If any such Objection is timely and properly filed and successfully pursued, nothing in this Interim Order shall prevent the Court from granting appropriate relief with respect to the Pre-Petition Term Obligations or Pre-Petition Term Loan Agents' and Pre-Petition Term Loan Secured Parties' liens on the Pre-Petition Term Loan Collateral. If no Objection is timely and properly filed, or if an Objection is timely and properly filed but denied, (a) the Pre-Petition Term Obligations shall be deemed allowed in full, shall not be subject to any setoff, recoupment, counterclaim, deduction or claim of any kind, and shall not be subject to any further objection or challenge by any party at any time, and Pre-Petition Term Loan Agents' and Pre-Petition Term Loan Secured Parties' pre-petition liens on and security interest in the Pre-Petition Term Loan Collateral shall be deemed legal, valid, perfected, enforceable, and non-avoidable for all purposes and of first and senior priority, subject to only the Intercreditor Agreement and the Term Loan Permitted Liens and Claims, and (b) Pre-Petition Term Agents, Pre-Petition Term Secured Parties and each of their respective participants, agents, officers, directors, employees, attorneys, professionals, successors, and assigns shall be deemed released and discharged from

any and all claims and causes of action related to or arising out of the Pre-Petition Term Documents and shall not be subject to any further objection or challenge by any party at any time. Nothing contained in this Section 4.1.2 or otherwise shall or shall be deemed or construed to impair, prejudice or waive any rights, claims or protections afforded to the DIP Note Agent and DIP Note Purchasers in connection with all Term DIP Loan Obligations provided by the DIP Note Agent and DIP Note Purchasers to Debtors in reliance on Section 364(e) of the Bankruptcy Code and in accordance with the terms and provisions of this Interim Order and the Term Loan Documents. Notwithstanding anything to the contrary contained within this Interim Order, all stipulations, admissions, agreements findings of fact and conclusions of law with respect to the Pre-Petition Term Obligations and the Pre-Petition Term Loan Collateral, as set forth herein, shall be subject in all respects to the terms of this paragraph 4.1.2.

Additional Defaults.

4.2 ~~Debtors' Waivers.~~ At all times during the Cases, unless otherwise ordered by the Court, ~~and whether or not an Event of Default has occurred, the Debtors irrevocably waive any right that they may have~~ *The following are an Event of Default:* (i) to obtain post-petition loans or other financial accommodations pursuant to Section 364(c) or 364(d) of the Bankruptcy Code, other than as provided for in this Interim Order or as may be otherwise expressly permitted pursuant to the Revolving Loan Documents or the Term Loan Documents, (ii) to challenge the application of any payments authorized by this Interim Order as pursuant to Section 506(b) of the Bankruptcy Code, or to assert that the value of the Pre-Petition Revolving Loan Collateral is less than the Pre-Petition Revolving Obligations, (iii) to propose, support or have a plan of reorganization or liquidation that does not provide for the indefeasible payment in cash in full and satisfaction of

all Revolving Loan Obligations and Term DIP Obligations on the effective date of such plan in accordance with the terms and conditions set forth in the Credit Agreement and the Term Note Purchase Agreement, respectively, or ^(iv)~~(iv)~~ to seek relief under the Bankruptcy Code, including without limitation, under Section 105 of the Bankruptcy Code, to the extent any such relief would in any way restrict or impair the rights and remedies of any of Revolving Agent, DIP Note Agent, Revolving Secured Parties or DIP Note Purchasers as provided in this Interim Order and the Revolving Loan Documents or the Term Loan Documents or any of Revolving Agent, DIP Note Agent, Revolving Lenders or DIP Note Purchasers' exercise of such rights or remedies; provided, however, that the Revolving Agent or DIP Note Agent may otherwise consent in writing, but no such consent shall be implied from any other action, inaction, or acquiescence by any of Revolving Agent, DIP Note Agent, Revolving Secured Party or DIP Note Purchasers, and the consent of each of Revolving Agent and DIP Note Agent shall be required in order to relieve the Debtors' of their obligations under this Section 4.2.

4.3 *Section 506(c) Claims.*

4.3.1 Subject to entry of a Final Financing Order, no costs or expenses of administration which have or may be incurred in the Cases at any time shall be charged against or recovered from Revolving Agent or any Revolving Secured Parties, their respective claims or the Revolving Loan Collateral pursuant to Section 506(c) of the Bankruptcy Code without the prior written consent of Revolving Agent, and no such consent shall be implied from any other action, inaction or acquiescence by Revolving Agent or any Revolving Secured Party.

4.3.2 Subject to entry of a Final Financing Order, no costs or expenses of administration which have or may be incurred in the Cases shall be charged against the DIP Note Agent or any DIP Note Purchaser, their respective claims or the Term Loan Collateral pursuant to Section 506(c) of the Bankruptcy Code without the prior written consent of such DIP Note Agent, and no such consent shall be implied from any other action, inaction or acquiescence by the DIP Note Agent or any DIP Note Purchaser.

4.4 *Collateral Rights.*

4.4.1 Until all of the Revolving Loan Obligations shall have been indefeasibly paid and satisfied in full:

1) except to the extent permitted by the terms of the Intercreditor Agreement, it shall be an Event of Default under the terms of this Order if any other party shall foreclose or otherwise seek to enforce any junior lien or claim in any Revolving Loan Collateral; and

2) upon and after the declaration of the occurrence of an Event of Default, and subject to the Revolving Agent's (in its capacity as agent under the Revolving Loan Documents) obtaining relief from the automatic stay as provided for herein, in connection with a liquidation of any of the Revolving Loan Collateral, the Revolving Agent (or any of its employees, agents, consultants, contractors or other professionals) shall have the right, at the sole cost and expense of Debtors, to, subject to the Intercreditor Agreement: (i) enter upon, occupy and use any real or personal property, fixtures, equipment, leasehold interests or warehouse arrangements owned or leased by Debtors, and (ii) use any and all trademarks, tradenames,

copyrights, licenses, patents or any other similar assets of Debtors, which are owned by or subject to a lien of any third party and which are used by Debtors in their businesses. Revolving Agent and Revolving Lenders will be responsible for the payment of any applicable fees, rentals, royalties or other amounts due such lessor, licensor or owner of such property for the period of time that Revolving Agent actually uses the equipment or the intellectual property (but in no event for any accrued and unpaid fees, rentals or other amounts due for any period prior to the date that Revolving Loan Agent actually occupies or uses such assets or properties).

4.4.2 Until all of the Term DIP Obligations shall have been indefeasibly paid and satisfied in full:

- 1) except to the extent permitted by the terms of the Intercreditor Agreement, it shall be an Event of Default under the terms of this Order if any other party shall foreclose or otherwise seek to enforce any junior lien or claim in any Term Loan Collateral; and
- 2) upon and after the occurrence of an Event of Default, and subject to the DIP Note Agent obtaining relief from the automatic stay as provided for herein, in connection with a liquidation of any of the Term Loan Collateral, the DIP Note Agent (or any of its employees, agents, consultants, contractors or other professionals) shall have the right, at the sole cost and expense of Debtors, to, subject to the Intercreditor Agreement: (i) enter upon, occupy and use any real or personal property, fixtures, equipment, leasehold interests or warehouse arrangements owned or leased by Debtors, and (ii) use any and all trademarks, tradenames, copyrights, licenses, patents or any other similar assets of Debtors, which are owned by or subject to a lien of any third party and which are used by Debtors in their businesses. DIP

Note Agent and DIP Note Purchasers will be responsible for the payment of any applicable fees, rentals, royalties or other amounts due such lessor, licensor or owner of such property for the period of time that DIP Note Agent actually uses the equipment or the intellectual property (but in no event for any accrued and unpaid fees, rentals or other amounts due for any period prior to the date that DIP Note Agent actually occupies or uses such assets or properties).

4.5 *Releases.*

4.5.1 Upon ~~the earlier of (a)~~ the entry of a Final Financing Order approving the Motion ~~or (b) the entry of an order extending the Interim Financing Period beyond thirty (30) calendar days after the date of this Interim Order, and in each instance,~~ subject to Section 4.1 above, in consideration of Revolving Agent and Revolving Lenders making Revolving Loans, advances and providing other credit and financial accommodations to the Debtors pursuant to the provisions of the Revolving Loan Documents and this Interim Order, each Debtor, on behalf of itself and its successors and assigns (including any person or entity identified in Section 5.6.4 of this Order), (collectively, the “*Releasers*”), shall, forever release, discharge and acquit Revolving Agent, each Revolving Lender, each Bank Product Provider and their respective successors and assigns, and their present and former shareholders, affiliates, managers, subsidiaries, divisions, funds, predecessors, directors, officers, attorneys, employees and other representatives (collectively, the “*Revolving Loan Releasees*”) of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, of every kind, nature and description, including, without limitation, any so-called “lender liability” claims or defenses, that Releasers had, have or hereafter can or may have

against Revolving Loan Releasees as of the date hereof, in respect of events that occurred on or prior to the date hereof with respect to the Debtors, the Pre-Petition Revolving Obligations, Pre-Petition Revolving Loan Documents, the Revolving Loan Documents and any Advances, Letters of Credit, Bank Products (each as defined in the Pre-Petition Revolving Loan Documents) or other financial accommodations made by Revolving Agent, Revolving Lenders and/or Bank Product Providers to Debtors pursuant to the Pre-Petition Revolving Loan Documents. In addition, upon the repayment of all Post-Petition Revolving Obligations (and, if not rolled up, all Pre-Petition Revolving Obligation) owed to Revolving Agent and Revolving Lenders by Debtors and termination of the rights and obligations arising under the Revolving Loan Documents and either a Final Financing Order or extended Interim Order, as the case may be (which payment and termination shall be on terms and conditions acceptable to Revolving Agent), Revolving Agent and Revolving Secured Parties shall be released from any and all obligations, liabilities, actions, duties, responsibilities and causes of action arising or occurring in connection with or related to the Revolving Loan Documents, this Interim Order, any extended Interim Order or the Final Financing Order (including without limitation any obligation or responsibility (whether direct or indirect, absolute or contingent, due or not due, primary or secondary, liquidated or unliquidated) to pay or otherwise fund the Carve-Out Expenses and/or the Professional Fee Carve Out in accordance with Section 2.5 of this Interim Order or otherwise), on terms and conditions acceptable to Revolving Agent.

4.5.2 Upon the earlier of (a) the entry of a Final Financing Order (subject to Section 4.5.1 hereof) approving the Motion or (b) the entry of an order extending the

Interim Financing Period beyond thirty (30) calendar days after the date of this Interim Order, and in each instance, subject to Section 4.1 above, in consideration of the DIP Note Agent and DIP Note Purchasers making post-petition term loans, advances and providing other credit and financial accommodations to the Debtors pursuant to the provisions of the Term Loan Documents and this Interim Order, each Releasor, shall, forever release, discharge and acquit DIP Note Agent, each Term DIP Note Purchaser, the Pre-Petition Term Loan Agents and the Pre-Petition Term Secured Parties and their respective successors and assigns, and their present and former shareholders, affiliates, funds, subsidiaries, divisions, predecessors, directors, managers, officers, attorneys, employees and other representatives (collectively, the "*Term Loan Releasees*") of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, of every kind, nature and description, including, without limitation, any so-called "lender liability" claims or defenses, that Releasors had, have or hereafter can or may have against Term Loan Releasees as of the date hereof, in respect of events that occurred on or prior to the date hereof with respect to the Debtors, the Pre-Petition Term Loan Obligations, the Pre-Petition Term Documents, the Term Loan Documents and any loans or other financial accommodations made by the Pre-Petition Term Loan Agents and Pre-Petition Term Loan Secured Parties to Debtors pursuant to the Pre-Petition Term Documents. In addition, upon the repayment of all Term DIP Obligations owed to the DIP Note Agent and DIP Note Purchasers by Debtors and termination of the rights and obligations arising under the Term Loan Documents and either a Final Financing Order or extended Interim Order, as the case may be (which payment and termination shall be on terms and conditions acceptable

to DIP Note Agent), DIP Note Agent and DIP Note Purchasers shall be released from any and all obligations, liabilities, actions, duties, responsibilities and causes of action arising or occurring in connection with or related to the Term Loan Documents or this Interim Order, any extended Interim Order or the Final Financing Order (including without limitation any obligation or responsibility (whether direct or indirect, absolute or contingent, due or not due, primary or secondary, liquidated or unliquidated) to pay or otherwise fund the Carve-Out Expenses in accordance with Section 2.3 of this Interim Order or otherwise), on terms and conditions acceptable to DIP Note Agent.

Section 5. *Other Rights and DIP Obligations.*

5.1 *No Modification or Stay of This Interim Order.* Notwithstanding (i) any stay, modification, amendment, supplement, vacating, revocation or reversal of this Interim Order, the Revolving Loan Documents, the Term Loan Documents or any term hereunder or thereunder, (ii) the failure to obtain a Final Financing Order pursuant to Bankruptcy Rule 4001(c)(2), or (iii) the dismissal or conversion of one or more of the Cases (each, a “*Subject Event*”), (x) the acts taken by each Agent and each Secured Party in accordance with this Interim Order, and (y) the Post-Petition Revolving Obligations and Term DIP Obligations incurred or arising prior to each Agent’s actual receipt of written notice from Debtors expressly describing the occurrence of such Subject Event shall, in each instance, be governed in all respects by the original provisions of this Interim Order, and the acts taken by each Agent and each Secured Party in accordance with this Interim Order, and the liens granted to each Agent and each Secured Party in the Revolving Loan Collateral or Term Loan Collateral, as applicable,

and all other rights, remedies, privileges, and benefits in favor of each Agent and each Secured Party pursuant to this Interim Order and the Revolving Loan Documents and Term Loan Documents, as applicable, shall remain valid and in full force and effect pursuant to Section 364(e) of the Bankruptcy Code. For purposes of this Interim Order, the term “appeal”, as used in Section 364(e) of the Bankruptcy Code, shall be construed to mean any proceeding for reconsideration, amending, rehearing, or re-evaluating this Interim Order by this Court or any other tribunal.

5.2 *Power to Waive Rights; Duties to Third Parties.*

5.2.1 Revolving Agent shall have the right to waive any of the terms, rights and remedies provided or acknowledged in this Interim Order in respect of Revolving Agent and Revolving Secured Parties (the “*Revolving Lender Rights*”), and shall have no obligation or duty to any other party with respect to the exercise or enforcement, or failure to exercise or enforce, any Revolving Lender Right(s). Any waiver by Revolving Agent of any Revolving Lender Rights shall not be or constitute a continuing waiver. Any delay in or failure to exercise or enforce any Revolving Lender Right shall neither constitute a waiver of such Revolving Lender Right, subject Revolving Agent or any Revolving Secured Party to any liability to any other party, nor cause or enable any other party to rely upon or in any way seek to assert as a defense to any obligation owed by the Debtors to Revolving Agent or any Revolving Secured Party.

5.2.2 DIP Note Agent shall have the right to waive any of the terms, rights and remedies provided or acknowledged in this Interim Order in respect of DIP Note

Agent and DIP Note Purchaser (the “*Term Loan Lender Rights*”), and shall have no obligation or duty to any other party with respect to the exercise or enforcement, or failure to exercise or enforce, any Term Loan Lender Right(s). Any waiver by DIP Note Agent of any Term Loan Lender Rights shall not be or constitute a continuing waiver. Any delay in or failure to exercise or enforce any Term Loan Lender Right shall neither constitute a waiver of such Term Loan Lender Right, subject DIP Note Agent or any DIP Note Purchaser to any liability to any other party, nor cause or enable any other party to rely upon or in any way seek to assert as a defense to any obligation owed by the Debtors to DIP Note Agent or any DIP Note Purchaser.

5.3 *Disposition of Collateral.*

5.3.1 Subject to the terms and conditions of the Intercreditor Agreement, it shall be an Event of Default under the terms of this Order if any Debtor shall sell, transfer, lease, encumber or otherwise dispose of any portion of the Revolving Loan Collateral without the prior written consent of Revolving Agent (and no such consent shall be implied, from any other action, inaction or acquiescence by Revolving Agent or any Revolving Lender) and an order of this Court, except for sales of Debtors’ Inventory in the ordinary course of their business. Debtors shall remit to Revolving Agent, or cause to be remitted to Revolving Agent, all proceeds of the Revolving Loan Collateral for application by Revolving Agent to the Revolving Loan Obligations, in such order and manner as Revolving Agent may determine in its discretion, in accordance with the terms of this Interim Order, the Credit Agreement, the other Revolving Loan Documents, and the Intercreditor Agreement.

5.3.2 Subject to the terms and conditions of the Intercreditor Agreement, it shall be an Event of Default under the terms of this Order if any Debtor shall sell, transfer, lease, encumber or otherwise dispose of any portion of the Term Loan Collateral without the prior written consent of the DIP Note Agent (and no such consent shall be implied, from any other action, inaction or acquiescence by the DIP Note Agent or any DIP Note Purchaser) and an order of this Court, except for sales of Debtors' Inventory in the ordinary course of their business. Debtors shall remit to the DIP Note Agent, or cause to be remitted to the DIP Note Agent, all proceeds of the Term Loan Collateral for application by the DIP Note Agent to the Term DIP Obligations, in such order and manner as the DIP Note Agent may determine in its discretion, in accordance with the terms of this Interim Order, the DIP Term Sheet, the other Term Loan Documents, and the Intercreditor Agreement.

5.3.3 In the event that the Debtors' receive or are entitled to receive the proceeds of a deposit in connection with the termination of an agreement for the sale, transfer, lease, encumbrance or other disposition of the Debtors' assets (including, without limitation, the "Deposit" as such term is defined in that certain Asset Purchase Agreement Dated as of December 17, 2013 among Amcor Rigid Plastics USA, Inc. and certain of the Debtors), the Debtors shall immediately remit, or cause to be remitted, all of such deposit(s) (the "***Sale Deposit***") to the Revolving Agent and the DIP Note Agent on a pro rata basis (determined with respect to all Post-Petition Revolving Obligations and all obligations outstanding under the New Money Facility) for application, as applicable, to the Post-Petition Revolving Obligations and the obligations outstanding on account of the New Money Facility. For purposes of clarity, the

application of the proceeds of any deposit as contemplated in this paragraph shall be shared on a pro rata basis by the Revolving Agent and the DIP Note Agent on account of new money that is loaned on a postpetition basis that constitute, as applicable, the Revolving Loan Obligations and the Term DIP Obligations.

5.3.4 Section 5.12 of the Ratification Agreement is hereby approved.

5.4 *Inventory.* Debtors shall not, without the consent of Revolving Agent, (a) enter into any agreement to return any inventory to any of their creditors for application against any pre-petition indebtedness under any applicable provision of Section 546 of the Bankruptcy Code, or (b) consent to any creditor taking any setoff against any of its pre-petition indebtedness based upon any such return pursuant to Section 553(b)(1) of the Bankruptcy Code or otherwise.

5.5 *Reservation of Rights.* The terms, conditions and provisions of this Interim Order are in addition to and without prejudice to the rights of (i) the Agents, (ii) each Revolving Lender (in their respective capacities under each of the Pre-Petition Revolving Loan Documents and the Revolving Loan Documents), (iii) each DIP Note Purchaser, and (iv) each Pre-Petition Term Loan Secured Party to pursue any and all rights and remedies under the Bankruptcy Code, the Pre-Petition Revolving Loan Documents, the Pre-Petition Term Documents, the Revolving Loan Documents, the Term Loan Documents or any other applicable agreement or law, including, without limitation, rights to seek adequate protection and/or additional or different adequate protection, to seek relief from the automatic stay, to seek an injunction, to oppose any request for use of Cash Collateral or granting of any interest in the Revolving Loan Collateral or Term Loan Collateral, as applicable, or priority in favor of any

other party, to object to any sale of assets, and to object to applications for allowance and/or payment of compensation of Professionals or other parties seeking compensation or reimbursement from the Estate.

5.6 *Binding Effect.*

5.6.1 The provisions of this Interim Order and the Revolving Loan Documents, the Term Loan Documents, the Revolving Loan Obligations, the Term DIP Obligations, the Revolving Loan Superpriority Claim, the Term Loan Superpriority Claim and any and all rights, remedies, privileges and benefits in favor of each Agent and each Secured Party provided or acknowledged in this Interim Order, and any actions taken pursuant thereto, shall be effective immediately upon entry of this Interim Order pursuant to Bankruptcy Rules 6004(g) and 7062, shall continue in full force and effect, and shall survive entry of any such other order, including without limitation any order which may be entered confirming any plan of reorganization, converting one or more of the Cases to any other chapter under the Bankruptcy Code, or dismissing one or more of the Cases.

5.6.2 Any order dismissing one or more of the Cases under Section 1112 or otherwise shall be deemed to provide (in accordance with Sections 105 and 349 of the Bankruptcy Code) that (a) the Revolving Loan Superpriority Claim and Revolving Agent's and Revolving Secured Parties' liens on and security interests in the Revolving Loan Collateral shall continue in full force and effect notwithstanding such dismissal until the Revolving Loan Obligations are indefeasibly paid and satisfied in full, (b) the Term Loan Superpriority Claim and DIP Note Agent's and DIP Note Purchasers' liens on and security interests in the Term Loan

Collateral shall continue in full force and effect notwithstanding such dismissal until the Term DIP Obligations are indefeasibly paid and satisfied in full, and (c) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the Revolving Loan Superpriority Claim, the Term Loan Superpriority Claim and liens in the Revolving Loan Collateral and the Term Loan Collateral.

5.6.3 In the event this Court modifies any of the provisions of this Interim Order, the Revolving Loan Documents or the Term Loan Documents following a Final Hearing, (a) such modifications shall not affect the rights or priorities of Revolving Agent and Revolving Secured Parties pursuant to this Interim Order with respect to the Revolving Loan Collateral or any portion of the Revolving Loan Obligations which arises or is incurred or is advanced prior to such modifications, and (b) such modifications shall not affect the rights or priorities of DIP Note Agent and DIP Note Purchasers pursuant to this Interim Order with respect to the Term Loan Collateral or any portion of the Term DIP Obligations which arises or is incurred or is advanced prior to such modifications, and (c) this Interim Order shall remain in full force and effect except as specifically amended or modified at such Final Hearing.

5.6.4 This Interim Order shall be binding upon Debtors, all parties in interest in the Cases and their respective successors and assigns, including any trustee or other fiduciary appointed in the Cases or any subsequently converted bankruptcy case(s) of any Debtor. This Interim Order shall also inure to the benefit of each Agent, each Secured Party, Debtors and their respective successors and assigns.

5.7 *Restrictions on Cash Collateral Use, Additional Financing, Plan Treatment.*

5.7.1 All post-petition advances and other financial accommodations under the Credit Agreement and the other Revolving Loan Documents are made in reliance on this Interim Order and it shall be an Event of Default under the terms of this Order if at any time an Order is entered in the Cases, or in any subsequently converted case under Chapter 7 of the Bankruptcy Code, any order (other than the Final Financing Order) which (a) authorizes the use of Cash Collateral of Debtors in which Revolving Agent or Revolving Lenders have an interest, or the sale, lease, or other disposition of property of any Debtor's Estate in which Revolving Agent or Revolving Secured Parties have a lien or security interest, except as expressly permitted hereunder or in the Revolving Loan Documents, or (b) except to the extent permitted pursuant to the terms and conditions of the Intercreditor Agreement, authorizes under Section 364 of the Bankruptcy Code the obtaining of credit or the incurring of indebtedness secured by a lien or security interest which is equal or senior to a lien or security interest in property in which Revolving Agent or Revolving Secured Parties hold a lien or security interest, or which is entitled to priority administrative claim status which is equal or superior to that Revolving Agent and Revolving Secured Parties been granted herein; unless, in each instance (i) Revolving Agent shall have given its express prior written consent with respect thereto, no such consent being implied from any other action, inaction or acquiescence by Revolving Agent or any Revolving Secured Party, or (ii) such other order requires that all Revolving Loan Obligations shall first be indefeasibly paid and satisfied in full in accordance with the terms of the Credit Agreement and

the other Revolving Loan Documents, including, without limitation, all debts and obligations of Debtors to Revolving Agent and Revolving Secured Parties which arise or result from the obligations, loans, security interests and liens authorized herein, on terms and conditions acceptable to Revolving Agent. The security interests and liens granted to or for the benefit of Revolving Agent and Revolving Secured Parties hereunder and the rights of Revolving Agent and Revolving Secured Parties pursuant to this Interim Order and the Revolving Loan Documents with respect to the Revolving Loan Obligations and the Revolving Loan Collateral are cumulative and shall not be altered, modified, extended, impaired, or affected by any plan of reorganization or liquidation of Debtors and, if Revolving Agent shall expressly consent in writing that the Revolving Loan Obligations shall not be repaid in full upon confirmation thereof, shall continue after confirmation and consummation of any such plan.

5.7.2 All post-petition Term DIP Loans and other financial accommodations under the DIP Note Purchase Agreement and the other Term Loan Documents are made in reliance on this Interim Order, and it shall be an Event of Default if at any time in the Cases, or in any subsequently converted case under Chapter 7 of the Bankruptcy Code, the Court enters any order (other than the Final Financing Order) which (a) authorizes the use of Cash Collateral of Debtors in which the DIP Note Agent or DIP Note Purchasers have an interest, or the sale, lease, or other disposition of property of any Debtor's estate in which the DIP Note Agent or DIP Note Purchasers have a lien or security interest, except as expressly permitted hereunder or in the Term Loan Documents, or (b) except to the extent permitted pursuant to the terms and conditions of the Intercreditor Agreement, authorizes under Section

364 of the Bankruptcy Code the obtaining of credit or the incurring of indebtedness secured by a lien or security interest which is equal or senior to a lien or security interest in property in which the DIP Note Agent or DIP Note Purchasers hold a lien or security interest, or which is entitled to priority administrative claim status which is equal or superior to that granted to the DIP Note Agent and DIP Note Purchasers herein; unless, in each instance (i) DIP Note Agent shall have given its express prior written consent with respect thereto, no such consent being implied from any other action, inaction or acquiescence by the DIP Note Agent or any DIP Note Purchasers, or (ii) such other order requires that all Term DIP Obligations shall first be indefeasibly paid and satisfied in full in accordance with the terms of the DIP Term Sheet and the other Term Loan Documents, including, without limitation, all debts and obligations of Debtors to DIP Note Agent and DIP Note Purchasers which arise or result from the obligations, loans, security interests and liens authorized herein, on terms and conditions acceptable to DIP Note Agent. The security interests and liens granted to or for the benefit of the DIP Note Agent and DIP Purchasers hereunder and the rights of DIP Note Agent and DIP Purchasers pursuant to this Interim Order and the Term Loan Documents with respect to the Term DIP Obligations and the Term Loan Collateral are cumulative and shall not be altered, modified, extended, impaired, or affected by any plan of reorganization or liquidation of Debtors and, if DIP Note Agent shall expressly consent in writing that the Term DIP Obligations shall not be repaid in full upon confirmation thereof, shall continue after confirmation and consummation of any such plan.

5.8 *No Owner/Operator Liability.*

5.8.1 Subject to the entry of the Final Financing Order, in determining to make any Revolving Loan or Term DIP Loan under any of the Revolving Loan Documents or Term Loan Documents, this Interim Order or the Final Financing Order, or in exercising any rights or remedies as and when permitted pursuant to the Revolving Loan Documents, this Interim Order or the Final Financing Order, the DIP Agents and DIP Secured Parties shall not be deemed to be in control of the operations of the Debtors or to be acting as a “responsible person” or “owner or operator” with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq., as amended, or any similar federal or state statute).

5.9 *Marshalling.* Subject to entry of the Final Financing Order and the terms of the Intercreditor Agreement, in no event shall any Agent or any Secured Party be subject to the equitable doctrine of “marshalling” or any similar doctrine with respect to the Revolving Loan Collateral or the Term Loan Collateral, as applicable. Each DIP Agent and each DIP Secured Party shall be entitled to all of the rights and benefits of Section 552(b) of the Bankruptcy Code, and the “equities of the case” exception under Section 552(b) of the Bankruptcy Code shall not apply to either Agent or any Secured Party with respect to proceeds, products, offspring or profits of any of the Revolving Loan Collateral or Term Loan Collateral, as applicable.

5.10 *Right of Setoff.*

5.10.1 To the extent any funds were on deposit with Revolving Agent or any Revolving Lender as of the Petition Date, including, without limitation, all funds deposited in, or credited to, an account of any Debtor with Revolving Agent or any Revolving Lender immediately prior to Petition Date (regardless of whether, as of the Petition Date, such funds had been collected or made available for withdrawal by any such Debtor), such funds (the “*Deposited Funds*”) are subject to rights of setoff. By virtue of such setoff rights, the Deposited Funds are subject to a lien in favor of Revolving Agent or the applicable Revolving Lender pursuant to Sections 506(a) and 553 of the Bankruptcy Code.

5.10.1 To the extent any funds were on deposit with the Pre-Petition Term Loan Agents or any Pre-Petition Term Loan Secured Party as of the Petition Date, including, without limitation, all funds deposited in, or credited to, an account of any Debtor with the Pre-Petition Term Loan Agents or any Pre-Petition Term Loan Secured Party upon the Petition Date (regardless of whether, as of the Petition Date, such funds had been collected or made available for withdrawal by any such Debtor), such Deposited Funds are subject to rights of setoff. By virtue of such setoff rights, the Deposited Funds are subject to a lien in favor of the DIP Note Agent or the applicable DIP Note Purchaser pursuant to Sections 506(a) and 553 of the Bankruptcy Code.

5.11 *Right to Credit Bid.*

5.11.1 Subject to and effective upon entry of a Final Financing Order and subject to the terms and conditions of the Intercreditor Agreement, the Revolving Agent, on behalf of itself and the Revolving Secured Parties, shall have the right to “credit bid” the amount

of its and their claims arising under the terms of the Revolving Documents, during any sale of all or substantially all of the Debtors' assets, including without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any restructuring plan subject to confirmation under section 1129(b)(2)(A)(ii)-(iii) of the Bankruptcy Code.

5.11.2 Subject to and effective upon entry of a Final Financing Order and subject to the terms and conditions of the Intercreditor Agreement, the (a) DIP Note Agent, on behalf of itself and the DIP Note Purchasers and (b) the Pre-Petition Term Loan Agents, on behalf of itself and the Pre-Petition Term Loan Secured Parties, shall have the right to "credit bid" the amount of its and their claims arising under the terms of the Term Loan Documents and the Pre-Petition Term Documents, as applicable, during any sale of all or substantially all of the Debtors' assets, including without limitation, sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any restructuring plan subject to confirmation under section 1129(b)(2)(A)(ii)-(iii) of the Bankruptcy Code.

5.12 *Term; Termination.*

5.12.1 Notwithstanding any provision of this Interim Order to the contrary, the term of the financing arrangements among Debtors, Revolving Agent and Revolving Lenders authorized by this Interim Order may be terminated pursuant to the terms of the Credit Agreement.

5.12.2 Notwithstanding any provision of this Interim Order to the contrary, the term of the financing arrangements among Debtors, DIP Note Agent and DIP Note

Purchasers authorized by this Interim Order may be terminated pursuant to the terms of the DIP Term Sheet.

5.13 *Limited Effect.* In the event of a conflict between the terms and provisions of any of the Revolving Loan Documents, the Term Loan Documents and this Interim Order, the terms and provisions of this Interim Order shall govern, interpreted as most consistent with the terms and provisions of the applicable Loan Documents.

5.14 *Objections Overruled.* All objections to the entry of this Interim Order are, to the extent not withdrawn, hereby overruled.

Section 6. *Final Hearing and Response Dates.* The Final Hearing on the Motion pursuant to Bankruptcy Rule 4001(c)(2) is scheduled for January 9, 2014 at ~~9:00 AM~~ ^{1:00 PM (Prevailing Eastern Time)} before this Court (the "*Final Hearing*"). The Debtors shall promptly mail copies of this Interim Order to the Noticed Parties, and to any other party that has filed a request for notices with this Court and to any Creditors' Committee after same has been appointed, or Creditors' Committee counsel, if same shall have filed a request for notice. Any party in interest objecting to the relief sought at the Final Hearing shall serve and file written objections, which objections shall be served upon (a) counsel for the Debtors, Young Conaway, Stargatt & Taylor, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Dechert LLP, 1095 Avenue of the Americas, New York, New York 10036: Attn: Michael Sage, Esq. ~~Fax: [REDACTED]~~; (b) counsel for the Revolving Agent, Pachulski, Stang, Ziehl, Young & Jones P.C., 919 North Market Street, 16th Floor, PO Box 8705, Wilmington, DE 19899-8705; Attn: Laura Davis Jones, Esq., ~~Fax: [REDACTED]~~; Otterbourg, Steindler, Houston & Rosen, P.C., 230 Park Avenue, New York, New York 10169-0075; Attn: Andrew M. Kramer, Esq., Fax: (212) 682-6104; (c) counsel for certain of the DIP Note Purchasers, Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois, 60654, Attn:

Patrick J. Nash and 601 Lexington Avenue, New York, New York 10022, Attn: Brian E. Schartz;
~~and (f) Jane Leamy~~, Trial Attorney, United States Department of Justice, Office of the United
States Trustee, J. Caleb Boggs Federal Building, 844 King Street, Room 2207, Lockbox 35,
Wilmington, DE 19801, Fax: (302) 573-6497; and shall be filed with the Clerk of the United
States Bankruptcy Court for the District of Delaware, in each case, to allow actual receipt of the
foregoing no later than January 6th at 4:00 pm, prevailing Eastern time.

Dated: December 20, 2013


UNITED STATES BANKRUPTCY JUDGE

and (g) Counsel for Wilmington Trust, as DIP Note Agent, Seward &
Kissel LLP, One Battery Park Plaza, New York, NY 10021,
ATTN: Ronald L. Cohen, Esq.

EXHIBIT A

Ratification and Amendment Agreement

RATIFICATION AND AMENDMENT AGREEMENT

This RATIFICATION AND AMENDMENT AGREEMENT (the "Ratification Agreement") dated as of December 20, 2013, is by and among WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, as administrative and collateral agent for the Lenders (in such capacities, together with its successors and assigns in such capacities, "Agent") the lenders (collectively, the "Lenders") party to the Existing Credit Agreement (as defined below), CONSTAR, INC., a corporation incorporated under the laws of the Commonwealth of Pennsylvania ("Constar"), CONSTAR INTERNATIONAL LLC, a Delaware limited liability company ("Constar International", and together with Constar and each of their respective successors and assigns, each a "US Borrower" and collectively, the "US Borrowers"), CONSTAR INTERNATIONAL U.K. LIMITED, a company incorporated in England and Wales with company number 02407933 (together with its successors and assigns, "UK Borrower" and, together with the US Borrowers, each individually, a "Borrower", and collectively, the "Borrowers"), CONSTAR GROUP INC., a corporation incorporated under the laws of the State of Delaware ("Parent"), CONSTAR FOREIGN HOLDINGS INC., a corporation incorporated under the laws of the State of Delaware ("Holdings"), BFF INC., a corporation incorporated under the laws of the State of Delaware ("BFF"), DT, INC., a corporation incorporated under the laws of the State of Delaware ("DT", and together with Parent, Holdings, BFF and each of their respective successors and assigns, each individually, a "Guarantor" and collectively, "Guarantors") each individually a "Guarantor" and collectively, "Guarantors", and together with Borrowers, each a "Loan Party" and collectively, "Loan Parties").

W I T N E S S E T H:

WHEREAS, each Borrower and Guarantor has commenced a case under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware, and each Borrower and Guarantor has retained possession of its assets and is authorized under the Bankruptcy Code to continue the operation of its businesses as a debtor-in-possession;

WHEREAS, prior to the commencement of the Chapter 11 Cases (as defined below), Agent and Lenders made loans and advances and provided other financial or credit accommodations to Borrowers secured by substantially all assets and properties of Borrowers and Guarantors as set forth in the Existing Loan Documents and the Existing Guarantor Documents (as defined below);

WHEREAS, the Bankruptcy Court (as defined below) has entered a Financing Order (defined below) pursuant to which Agent and Lenders may make post-petition loans and advances, and provide other financial accommodations, to Borrowers secured by substantially all the assets and properties of Borrowers and Guarantors as set forth in the Financing Order and the Loan Documents (as defined below);

WHEREAS, the Financing Order provides that as a condition to the making of such post-petition loans, advances and other financial accommodations, Borrowers and Guarantors shall execute and deliver this Ratification Agreement;

WHEREAS, Borrowers and Guarantors desire to reaffirm their obligations to Agent and Lenders pursuant to the Existing Loan Documents and acknowledge their continuing liabilities to Agent and Lenders thereunder in order to induce Agent and Lenders to make such post-petition loans and advances, and provide such other financial accommodations, to Borrowers; and

WHEREAS, Borrowers and Guarantors have requested that Agent and Lenders make post-petition loans and advances and provide other financial or credit accommodations to Borrowers and make certain amendments to the Credit Agreement (as defined below), and Agent and Lenders are willing to do so, subject to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, Lenders, Borrowers and Guarantors mutually covenant, warrant and agree as follows:

1. DEFINITIONS.

1.1 Additional Definitions. As used herein, the following terms shall have the respective meanings given to them below and the Credit Agreement and the other Loan Documents shall be deemed and are hereby amended to include, in addition and not in limitation, each of the following definitions:

(a) "Bankruptcy Court" shall mean the United States Bankruptcy Court or the United States District Court for the District of Delaware.

(b) "Budget" shall mean the budget to be delivered to Agent and Lenders in accordance with Section 5.3(a) hereof (a summary of which is attached hereto as Exhibit A), in form and substance satisfactory to Agent, together with any subsequent or amended budget(s) thereto delivered to Agent and Lenders, in form and substance satisfactory to Agent, in accordance with the terms and conditions hereof.

(c) "Chapter 11 Cases" shall mean the Chapter 11 cases of Borrowers and Guarantors which are being jointly administered under the Bankruptcy Code and are pending in the Bankruptcy Court.

(d) "Consultant" shall have the meaning set forth in Section 5.6 hereof.

(e) "DIP Note Purchase Facility" shall mean financing to be provided to Debtors substantially as set forth in the Noteholder Term Sheet, dated on or about the date hereof, with respect to an amount of up to \$14,000,000 (but in no event less than the amount contemplated therefor under the Budget), pursuant to definitive documentation in form and substance satisfactory to Agent, and approved by the Bankruptcy Court.

(f) "DIP Note Purchase Facility Documents" shall mean, collectively, the agreements, documents and instruments executed and/or delivered by the parties thereto in connection with the DIP Note Purchase Facility, as each of the foregoing

may be amended, modified, supplemented, extended, renewed, restated or replaced.

(g) “DIP Note Purchasers” shall mean the lenders or note purchasers under or party to the DIP Note Purchase Facility Documents.

(h) “Debtors” shall mean, collectively, Borrowers and Guarantors, each as Debtor and Debtor-in-Possession in the Chapter 11 Cases.

(i) “Existing Credit Agreement” shall mean the Credit Agreement, dated as of May 31, 2011, as amended by Amendment No. 1 Credit Agreement, dated as of July __, 2012, Forbearance Agreement and Amendment No. 2 to Credit Agreement, dated as of November 18, 2013, and Amendment No. 1 to Forbearance Agreement and Amendment No. 3 to Credit Agreement, dated as of December 19, 2013, each among Agent, Lenders, Borrowers and Guarantors and otherwise as in effect immediately prior to the Petition Date.

(j) “Existing Guarantor Documents” shall mean, collectively, the General Continuing Guaranty, dated as of May 31, 2011, by and among Parent, Holdings, BFF, and DT, in favor of Agent, the Pledge and Security Agreement, dated as of May 31, 2011, by Parent, Constar International, and Holdings, to and in favor of Agent, and the Deed of Disclosed Pledge Over Registered Shares, dated as of June 10, 2011, by and among Holdings, Constar International Holland (Plastics) B.V. (“Constar Holland”), a Dutch corporation with trade register number 09046375, and Agent, in each case, as in effect immediately prior to the Petition Date.

(k) “Existing Loan Documents” shall mean the Loan Documents (as defined in the Existing Credit Agreement), including, without limitation, the Existing Credit Agreement, in each case, as in effect immediately prior to the Petition Date.

(l) “Financing Order” shall mean the Interim Financing Order, the Permanent Financing Order and such other orders relating thereto or authorizing the granting of credit by Agent and Lenders to Borrowers on an emergency, interim or permanent basis pursuant to Section 364 of the Bankruptcy Code as may be issued or entered by the Bankruptcy Court in the Chapter 11 Cases.

(m) “Guarantor Documents” shall mean, collectively, the Existing Guarantor Documents, as amended by this Ratification Agreement, in each instance, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(n) “Interim Financing Order” shall have the meaning set forth in Section 9.7 hereof.

(o) “Lenders” shall have the meaning set forth in the Existing Credit Agreement. Notwithstanding anything to the contrary set forth in the Existing Credit Agreement, the Lender to UK Borrower shall at all times be Wells Fargo Bank, National Association, acting through its London branch.

(p) "Permanent Financing Order" shall have the meaning set forth in Section 9.8 hereof.

(q) "Permitted Budget Variance Percentage" shall mean, with respect to any period of weeks elapsed on a cumulative basis from the date hereof through and including and subsequent period specified on Schedule 5.9 hereto, the percentage corresponding to each variance metric identified on Schedule 5.9 hereto.

(r) "Petition Date" shall mean the date of the commencement of the Chapter 11 Cases.

(s) "Post-Petition Collateral" shall mean, collectively, all now existing and hereafter acquired real and personal property of each Debtor's estate, wherever located, of any kind, nature or description, including any such property in which a lien is granted to Agent, for the benefit of each of the Secured Parties, pursuant to the Loan Documents, the Financing Order or any other order entered or issued by the Bankruptcy Court, and shall include, without limitation:

- (i) all of the Pre-Petition Collateral;
- (ii) all Accounts;
- (iii) all general intangibles, including, without limitation, all Intellectual Property;
- (iv) all goods, including, without limitation, Inventory and Equipment;
- (v) all Real Property and fixtures;
- (vi) all chattel paper, including, without limitation, all tangible and electronic chattel paper;
- (vii) all instruments, including, without limitation, all promissory notes;
- (viii) all documents;
- (ix) all deposit accounts;
- (x) all letters of credit, banker's acceptances and similar instruments and including all letter-of-credit rights;
- (xi) all supporting obligations and all present and future liens, security interests, rights, remedies, title and interest in, to and in respect of accounts receivable and other Collateral, including (1) rights and remedies under or relating to guaranties, contracts of suretyship, letters of credit and credit and other insurance related to the Collateral, (2) rights of stoppage in transit, replevin, repossession, reclamation and other rights and remedies of an

unpaid vendor, lienor or secured party, (3) goods described in invoices, documents, contracts or instruments with respect to, or otherwise representing or evidencing, Receivables or other Collateral, including returned, repossessed and reclaimed goods, and (4) deposits by and property of account debtors or other persons securing the obligations of account debtors;

(xii) all (1) investment property (including securities, whether certificated or uncertificated, securities accounts, security entitlements, commodity contracts or commodity accounts) and (2) monies, credit balances, deposits and other property of any Borrower or Guarantor now or hereafter held or received by or in transit to Agent, any Lender or its Affiliates or at any other depository or other institution from or for the account of any Borrower or Guarantor, whether for safekeeping, pledge, custody, transmission, collection or otherwise;

(xiii) all commercial tort claims, including, without limitation, those identified in the Information Certificate (as updated on Schedule A to this Agreement);

(xiv) to the extent not otherwise described above, all Receivables;

(xv) all Records;

(xvi) from and after the entry of the Permanent Financing Order, all claims, rights, interests, assets and properties (recovered by or on behalf of each Debtor or any trustee of such Debtor (whether in the Chapter 11 Cases or any subsequent case to which any of the Chapter 11 Cases is converted), including, without limitation, all property recovered as a result of transfers or obligations avoided or actions maintained or taken pursuant to Sections 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code; and

(xvii) all products and proceeds of the foregoing, in any form, including insurance proceeds and all claims against third parties for loss or damage to or destruction of or other involuntary conversion of any kind or nature of any or all of the other Collateral.

(t) "Post-Petition Obligations" shall mean all Obligations (as defined in the Existing Credit Agreement) arising on and after the Petition Date and whether arising on or after the conversion or dismissal of the Chapter 11 Cases, or before, during and after the confirmation of any plan of reorganization in the Chapter 11 Cases, and whether arising under or related to this Ratification Agreement, the Credit Agreement, the Guarantor Documents, the other Loan Documents, a Financing Order, by operation of law or otherwise, and whether incurred by such Borrower or Guarantor as principal, surety, endorser, guarantor or otherwise and including, without limitation, all principal, interest, financing charges, letter of credit fees, unused line fees, servicing fees, debtor-in-possession facility fees, other fees, commissions, costs, expenses and attorneys', accountants' and consultants' fees and expenses incurred in connection with any of the foregoing.

(u) "Pre-Petition Collateral" shall mean, collectively, (i) all "Collateral" as such term is defined in the Existing Credit Agreement as in effect

immediately prior to the Petition Date, and (ii) all other security and collateral for the Pre-Petition Obligations as provided in the Existing Credit Agreement and the other Existing Loan Documents immediately prior to the Petition Date.

(v) "Pre-Petition Obligations" shall mean all Obligations (as such term is defined in the Existing Credit Agreement) arising at any time before the Petition Date, whether incurred by such Borrower or Guarantor as principal, surety, endorser, guarantor or otherwise and including, without limitation, all principal, interest, financing charges, letter of credit fees, unused line fees, servicing fees, other fees, commissions, costs, expenses and attorneys', accountants' and consultants' fees and expenses incurred in connection with any of the foregoing.

(w) "Ratification Agreement" shall mean this Ratification and Amendment Agreement by and among Borrowers, Guarantors, Agent and Lenders, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(x) "Stated Maturity Date" shall mean a term ending on the earliest of: (a) the date that is 45 days after the entry of the Interim Financing Order if the Final Financing Order has not been entered prior to the expiration of such 45-day period, (b) February 10, 2014, (c) the substantial consummation (as defined in Section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the "effective date") of a plan of reorganization filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court, the date of confirmation of a plan of reorganization or liquidation for Borrowers or Guarantors in the Chapter 11 Cases, (d) conversion of any of the Chapter 11 Cases to a Chapter 7 Case under the Bankruptcy Code, or (e) the consummation of the sale of all or substantially all of the assets of Loan Parties on terms and conditions acceptable to Agent and pursuant to which all Obligations are fully and finally repaid and satisfied. The deadline set forth in Subsection (b) may be extended upon the request of Borrowers and the consent of the agent in respect of the DIP Note Purchase Facility together with a written representation by the DIP Note Purchasers that (i) the maturity date with respect to the DIP Note Purchase Facility has been extended through the proposed extension date hereunder, (ii) no Event of Default (as defined under the DIP Note Purchase Facility) exists or has occurred and is continuing thereunder, (iii) all conditions precedent to the availability of loans under the DIP Note Purchase Facility shall have been satisfied as of such date, and (iv) Loan Parties have not requested any loans or other financial accommodation under the DIP Note Purchase Facility as of such date (including during such extension period) that have been declined or rejected by DIP Note Purchasers; provided, that, (A) such date cannot be extended beyond February 18, 2014 without the written consent of Agent, (B) as of the date of any such extension, Excess Availability of Borrowers shall comply with the covenant set forth in Section 5.9(a) hereof, (C) on or before February 10, 2014, Borrowers shall have delivered to Agent an update to the Budget with respect to the extension period, which shall be in form and substance satisfactory to Agent and shall reflect that Excess Availability of Borrowers shall comply with the covenant set forth in Section 5.9(a) hereof at all times during the period of the extension, and (iv) either Amcor, or a qualified alternative bidder in accordance with the terms of the Bidding Procedures Order, shall not have terminated, or has not sent a notice or threatened

to terminate, its obligations to close the Sale under the APA in accordance with the terms of the Bidding Procedures Order.

1.2 Amendments to Definitions.

(a) Interest Rates.

(i) Base Rate. All references to “Base Rate” shall mean, for any day, a fluctuating rate per annum equal to the highest of (i) the federal funds effective rate, as in effect from time to time, plus one-half of one percent (0.50%), (ii) the LIBO Rate (using the three month rate), which rate shall be determined on a daily basis, plus one percent (1.00%), or (iii) the rate of interest publicly announced by Wells Fargo Bank, National Association, as its “prime rate”, subject to each increase or decrease in such prime rate, effective as of the day any such change occurs.

(ii) Base Rate Margin. All references to “Base Rate Margin” shall mean 2.25% as to Advances bearing interest using the Base Rate, and 3.25% as to Advances bearing interest using the LIBOR Rate.

(iii) LIBOR Rate. All references to “LIBOR Rate” shall mean: (i) with respect to US Borrowers, the rate per annum rate appearing on Bloomberg L.P.’s (the “Service”) Page BBAM1/(Official BBA USD Dollar Libor Fixings) (or on any successor or substitute page of such Service, or any successor to or substitute for such Service) two (2) Business Days prior to the commencement of the requested Interest Period, for a term and in an amount comparable to the Interest Period and the amount of the LIBOR Rate Loan requested (whether as an initial LIBOR Rate Loan or as a continuation of a LIBOR Rate Loan or as a conversion of a Base Rate Loan to a LIBOR Rate Loan) by Borrowers in accordance with the Credit Agreement, which determination shall be conclusive in the absence of manifest error, and (ii) in the case of UK Borrower, in respect of any LIBOR Rate Loan denominated in Sterling, the rate per annum rate appearing on Bloomberg L.P.’s (the “Service”) Page [relevant page number]/([Official BBA Sterling Libor Fixings]) (or on any successor or substitute page of such Service, or any successor to or substitute for such Service) two (2) Business Days prior to the commencement of the requested Interest Period, for a term and in an amount comparable to the Interest Period and the amount of the LIBOR Rate Loan requested by Borrowers in accordance with the Credit Agreement (as supplemented and amended by this letter), as determined by the Agent (which determination shall be conclusive in the absence of manifest error).

(b) Collateral. All references to the term “Collateral” in the Credit Agreement, this Ratification Agreement or the other Loan Documents, or any other term referring to the security for the Pre-Petition Obligations, shall be deemed, and each such reference is hereby amended to mean, collectively, the Pre-Petition Collateral and the Post-Petition Collateral.

(c) Credit Agreement. All references to the term “Loan Agreement” or “Credit Agreement” in the Credit Agreement, this Ratification Agreement or the other Loan Documents shall be deemed, and each such reference is hereby amended, to mean the Existing Credit Agreement, as amended by this Ratification Agreement and as

ratified, assumed and adopted by each Borrower and Guarantor pursuant to the terms hereof and the Financing Order, as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(d) Debtors. All references to Debtors, including, without limitation, to the terms "Borrower", "Borrowers", "Guarantor", "Guarantors", "Loan Party" or "Loan Parties" in the Credit Agreement, this Ratification Agreement or the other Loan Documents shall be deemed, and each such reference is hereby amended, to mean and include the Debtors as defined herein, and their successors and assigns (including any trustee or other fiduciary hereafter appointed as its legal representative or with respect to the property of the estate of such corporation whether under Chapter 11 of the Bankruptcy Code or any subsequent Chapter 7 case and its successor upon conclusion of the Chapter 11 Case of such corporation).

(e) Eligible In-Transit Inventory. The definition of "Eligible In-Transit Inventory" shall be amended to add the following sentence at the end of such definition: "Notwithstanding the foregoing, from and after the Petition Date, none of the Inventory of any Debtor shall be deemed to constitute Eligible In-Transit Inventory."

(f) Loan Documents. All references to the term "Loan Documents" in the Credit Agreement, this Ratification Agreement or the other Loan Documents shall be deemed, and each such reference is hereby amended, to include, in addition and not in limitation, this Ratification Agreement and all of the Existing Loan Documents, as ratified, assumed and adopted by each Borrower and Guarantor pursuant to the terms hereof, as amended and supplemented hereby, and the Financing Order, as each of the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced.

(g) Material Adverse Change. All references to the term "Material Adverse Change", "material adverse change" or "material adverse change" in the Credit Agreement, this Ratification Agreement or the other Loan Documents shall be deemed, and each such reference is hereby amended, to add at the end thereof: ";provided, that, the commencement and ongoing administration of the Chapter 11 Cases shall not be deemed to constitute a Material Adverse Change or material adverse effect".

(h) Obligations. All references to the term "Obligations" in the Credit Agreement, this Ratification Agreement or the other Loan Documents shall be deemed, and each such reference is hereby amended, to mean both the Pre-Petition Obligations and the Post-Petition Obligations.

(i) Certain Modifications. Notwithstanding anything to the contrary contained in the Credit Agreement (including Section 14.1 thereof), the dates set forth in Section 5.8 of this Ratification Agreement, may be extended with the consent of the Agent and the Borrowers.

1.3 Interpretation.

(a) For purposes of this Ratification Agreement, unless

otherwise defined or amended herein, including, but not limited to, those terms used or defined in the recitals hereto, all terms used herein shall have the respective meanings assigned to such terms in the Existing Credit Agreement.

(b) All references to the term “Agent”, “Lender,” “Borrower,” “Guarantor,” “Debtor” or any other person pursuant to the definitions in the recitals hereto or otherwise shall include its respective successors and assigns.

(c) All references to any term in the singular shall include the plural and all references to any term in the plural shall include the singular unless the context of such usage requires otherwise.

(d) All terms not specifically defined herein which are defined in the Uniform Commercial Code, as in effect in the State of New York as of the date hereof, shall have the meaning set forth therein, except that the term “Lien” or “lien” shall have the meaning set forth in § 101(37) of the Bankruptcy Code.

2. ACKNOWLEDGMENT.

2.1 Pre-Petition Obligations. Each Borrower and Guarantor hereby acknowledges, confirms and agrees that, as of December 18, 2013, Borrowers are, jointly and severally, indebted to Agent and Lenders in respect of (a) all Pre-Petition Obligations in the aggregate principal amount of not less than \$16,135,801.93 consisting of: (i) Advances in the aggregate principal amount of not less than \$14,875,801.93, and (ii) Letters of Credit in the aggregate amount of not less than \$1,260,000, together with interest accrued and accruing thereon, and all costs, expenses, fees (including attorneys' fees and expenses), and (b) other charges owed by Borrowers to Agent and Lenders, all of which are unconditionally owing by Borrowers, jointly and severally, to Agent and Lenders, pursuant to the terms of the Existing Loan Documents without offset, defense or counterclaim of any kind, nature and description whatsoever.

2.2 Guaranteed Obligations. Each Guarantor hereby acknowledges, confirms and agrees that:

(a) all obligations of such Guarantor under the Guarantor Documents are unconditionally owing by such Guarantor to Agent and Lenders without offset, defense or counterclaim of any kind, nature and description whatsoever, and

(b) the absolute and unconditional guarantee of the payment of the Pre-Petition Obligations by such Guarantor pursuant to the Guarantor Documents extends to all Post-Petition Obligations, subject only to the limitations set forth in the Guarantor Documents.

2.3 Acknowledgment of Security Interests. Each Borrower and Guarantor hereby acknowledges, confirms and agrees that Agent, for the benefit of each of the Secured Parties, has and shall continue to have valid, enforceable and perfected first priority and senior security interests in and liens upon all Pre-Petition Collateral heretofore granted to Agent pursuant to the Existing Loan Documents as in effect immediately prior to the Petition Date to

secure all of the Obligations, as well as valid and enforceable first priority and senior security interests in and liens upon all Post-Petition Collateral granted to Agent, for the benefit of each of the Secured Parties, under the Financing Order or hereunder or under any of the other Loan Documents or otherwise granted to or held by Agent, in each case, subject only to liens or encumbrances expressly permitted by the Credit Agreement and any other liens or encumbrances expressly permitted by the Financing Order that may have priority over the liens in favor of Agent and Lenders.

2.4 Binding Effect of Documents. Each Borrower and Guarantor hereby acknowledges, confirms and agrees that: (a) each of the Existing Loan Documents to which it is a party was duly executed and delivered to Agent and Lenders by such Borrower or Guarantor and each (as amended hereby) is in full force and effect as of the date hereof, (b) the agreements and obligations of such Borrower or Guarantor contained in the Existing Loan Documents (as amended hereby) constitute the legal, valid and binding obligations of such Borrower or Guarantor enforceable against it in accordance with the terms thereof, except as enforceability may be limited by equitable principles or applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, and such Borrower or Guarantor has no valid defense, offset or counterclaim to the enforcement of such obligations, and (c) Agent and Lenders are and shall be entitled to all of the rights, remedies and benefits provided for in the Loan Documents and the Financing Order.

3. ADOPTION AND RATIFICATION

Each Borrower and Guarantor hereby (a) ratifies, assumes, adopts and agrees to be bound by all of the Existing Loan Documents, as amended hereby, and (b) agrees to pay all of the Pre-Petition Obligations in accordance with the terms of such Existing Loan Documents, as amended by this Ratification Agreement, and in accordance with the Financing Order. All of the Existing Loan Documents are hereby incorporated herein by reference and hereby are and shall be deemed adopted and assumed in full by Borrowers and Guarantors, each as Debtor and Debtor-in-Possession, and considered as agreements between such Borrowers or Guarantors, on the one hand, and Agent and Lenders, on the other hand. Each Borrower and Guarantor hereby ratifies, restates, affirms and confirms all of the terms and conditions of the Existing Loan Documents, as amended and supplemented pursuant hereto and the Financing Order, and each Borrower and Guarantor agrees to be fully bound, as Debtor and Debtor-in-Possession, by the terms of the Loan Documents to which such Borrower or Guarantor is a party.

4. GRANT OF SECURITY INTEREST.

As collateral security for the prompt performance, observance and payment in full of all of the Obligations (including the Pre-Petition Obligations and the Post-Petition Obligations), Borrowers and Guarantors, each as Debtor and Debtor-in-Possession, hereby grant, pledge and assign to Agent, for the benefit of each of the Secured Parties, and also confirm, reaffirm and restate the prior grant to Agent of, continuing security interests in and liens upon, and rights of setoff against, all of the Collateral.

5. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS.

In addition to the continuing representations, warranties and covenants heretofore and hereafter made by Borrowers and Guarantors to Agent and Lenders, whether pursuant to the Loan Documents or otherwise, and not in limitation thereof, each Borrower and Guarantor hereby represents, warrants and covenants to Agent and Lenders the following (which shall survive the execution and delivery of this Ratification Agreement), the truth and accuracy of which, or compliance with, to the extent such compliance does not violate the terms and provisions of the Bankruptcy Code, shall be a continuing condition of the making of Loans by Agent and Lenders or the issuance of Letters of Credit:

5.1 Financing Order. The Interim Financing Order (and, following the expiration of the Interim Financing Period defined therein, the Permanent Financing Order) has been duly entered, is valid, subsisting and continuing and has not been vacated, modified, reversed on appeal, or vacated or modified by any order of the Bankruptcy Court (other than as consented to by Agent) and is not subject to any pending appeal, stay or motion for reconsideration as to which an effective stay exists.

5.2 Use of Proceeds. All Loans provided by Agent or any Lender to Borrowers or Letters of Credit issued pursuant to the Financing Orders, the Credit Agreement or otherwise, shall be used by Borrowers for general operating and working capital purposes in the ordinary course of business of Borrowers and administration of the Chapter 11 Cases (including, without limitation, the payment of Allowed Professional Fees (as defined in the Financing Order) with respect thereto) all in accordance with the Budget pursuant to Section 5.3 of this Ratification Agreement. Unless otherwise provided for in the Budget or authorized by the Bankruptcy Court and approved by Agent in writing, no portion of any administrative expense claim or other claim relating to the Chapter 11 Cases shall be paid with the proceeds of such Loans or Letters of Credit provided or issued by (or on behalf of) Agent and Lenders to Borrowers.

5.3 Budget.

(a) Borrowers have prepared and delivered to Agent and Lenders a post-petition Budget with respect to the period from the Petition Date through and including February 18, 2014. The Budget has been thoroughly reviewed by the Borrowers and their management and sets forth, for the periods covered thereby, projected weekly operating cash disbursements for each week of the period from the Petition Date through and including February 10, 2014, subject to the variances with respect thereto permitted herein.

(b) Not later than 5:00 p.m. (Eastern time) on December 27, 2013 and January 2, 2014 and otherwise on Wednesday of each week, Borrowers shall furnish to Agent, in form and substance satisfactory to Agent, a report (the "Budget Compliance Report") that sets forth, on a cumulative, weekly roll-forward basis through the end of the immediately preceding week, a comparison of the actual cash disbursements to the projected cash disbursements set forth in the Budget for such period, together with a certification from the Chief Financial Officer of Constar as to whether or not a Material Budget Deviation has occurred in respect of disbursements or receipts. Notwithstanding anything to the contrary set forth in this Ratification Agreement or any of the other Loan

Documents, Agent shall be provided with weekly (not daily) reporting with respect to disbursements by Borrowers, and such disbursement in accordance with the Budget (subject to the variances with respect thereto permitted herein) shall not be subject to daily review or reconciliation with the Budget by Agent (which review and reconciliation shall be conducted weekly).

(c) Each Debtor hereby confirms, acknowledges and agrees that, unless waived in writing by Agent, (i) any Material Budget Deviation (as hereinafter defined) and (ii) the failure to deliver any reports with respect to any Budget, in form and substance satisfactory to Agent, as provided in Section 5.3(b) hereof, shall each constitute an Event of Default, subject to cure pursuant to Section 5.9(c). Notwithstanding any approval by Agent or any Lender of the Budget or any subsequent or amended Budget(s), Agent and Lenders will not, and shall not be required to, provide any Loans or Letters of Credit to Borrower pursuant to the Budget, but shall only provide Loans and Letters of Credit in accordance with the terms and conditions set forth in the Credit Agreement as amended by this Ratification Agreement, the other Loan Documents and the Financing Order. Agent and Lenders are relying upon the Borrowers' delivery of, and compliance with, the Budget in accordance with this Section 5.3 in determining to enter into the post-petition financing arrangements provided for herein.

(d) Notwithstanding any projected amounts set forth in the Budget relating to the costs and expenses of Agent and Lenders that are reimbursable by Borrowers or any other amounts owing by Borrowers to Agent and Lenders (including, without limitation reasonable attorneys and consulting fees and expenses) in accordance with the Credit Agreement and the other Loan Documents, such projections shall not limit, impair, modify or waive the Loan Parties' obligation to pay the actual amounts due to Agent and/or Lenders in respect of such costs, expenses and other amounts owing to Agent and Lenders in accordance with the Credit Agreement and the other Loan Documents.

5.4 Ratification of Blocked Account Agreements. To the extent Agent deems it necessary in its discretion and upon Agent's reasonable request, Borrowers and Guarantors shall promptly use their best efforts to provide Agent with evidence, in form and substance reasonably satisfactory to Agent, that the all deposit account arrangements provided for under Section 2.7 of the Existing Credit Agreement have been ratified and amended by the parties thereto, or their respective successors in interest, in form and substance satisfactory to Agent, to reflect the commencement of the Chapter 11 Cases, that each Borrower and Guarantor, as Debtor and Debtor-in-Possession, is the successor in interest to such Borrower or Guarantor, that the Obligations include both the Pre-Petition Obligations and the Post-Petition Obligations, that the Collateral includes both the Pre-Petition Collateral and the Post-Petition Collateral as provided for herein.

5.5 ERISA. Each Loan Party hereby represents and warrants as of the date hereof with, to and in favor of Agent and Lenders that (a) there are no liens, security interests or encumbrances upon, in or against any assets or properties of any Borrower or Guarantor arising under ERISA, whether held by the Pension Benefit Guaranty Corporation (the "PBGC") or the contributing sponsor of, or a member of the controlled group thereof, any pension benefit plan of

any Borrower or Guarantor and (b) no notice of lien has been filed by the PBGC (or any other Person) pursuant to ERISA against any assets or properties of any Borrower or Guarantor.

5.6 Consultant.

(a) Agent shall (i) continue to retain, at all times during which the Obligations remain outstanding, on terms and conditions acceptable to Agent and at the sole cost and expense of Debtors, Winter Harbor LLC, or such other Person acceptable to Agent as their Consultant (the "US Consultant"), and (ii) engage on terms and conditions acceptable to Agent and at the sole cost and expense of Debtors, Deloitte, LLP or such other Person acceptable to Agent with respect to the assets and properties of the UK Borrowers (the "UK Consultant," together with the US Consultant, collectively, the "Consultant"). The Consultant shall monitor and report on the management of the businesses and properties of Debtors and shall, among other things, assist Debtors in the preparation of and compliance with, on an ongoing basis, the Budget and compliance with the terms and conditions set forth in the Loan Documents. The Consultant shall report directly to the Agent, and shall be authorized to share information with the agent for the DIP Note Purchasers.

(b) Debtors hereby irrevocably authorize and direct the Consultant to consult with Agent and to share with Agent and Lenders all budgets, records, projections, financial information, reports and other information prepared by or in the possession of the Consultant relating to the Collateral, or the financial condition or operations of the businesses of Debtors. Debtors agree to provide the Consultant with complete access on a reasonable basis to all of the books and records of Debtors, all of the premises of Debtors and to all management and employees of Debtors as and when reasonably necessary for the Consultant to perform its obligations.

(c) Debtors acknowledge and agree that Debtors shall keep the Consultant (i) fully informed of the progress of the business and operations of Debtors and respond fully to any inquiries of Agent and Lenders regarding the business and operations of Debtors and (ii) communicate and fully cooperate with the Consultant and authorize Consultant to share all information with Agent and Lenders regarding Debtors, and the business and operations of Debtors.

5.7 Limit on Outstanding Loans and Letters of Credit. Notwithstanding anything to the contrary contained in the Credit Agreement or the other Loan Documents, Borrowers shall not permit the aggregate amount of (a) outstanding Advances and Letters of Credit to exceed \$30,000,000, or (b) outstanding Advances and Letters of Credit to UK Borrower denominated in British Pounds Sterling to exceed the US Dollar Equivalent of £5,000,000. Borrowers will be required to repay Advances and provide cash collateral to the extent that Advances and LCs exceed the lesser of the sum of the UK Borrowing Base and the US Borrowing Base, each as then in effect, or the Maximum Credit (in each case, in cash without any prepayment premium or penalty, but including all breakage or similar costs), or that Advances and LCs to UK Borrower exceed the lesser of the UK Borrowing Base or the UK Maximum Amount or that Advances and LCs to US Borrowers exceed the lesser of the US Borrowing Base or the Maximum Credit, on the customary terms of Agent.

5.8 Sale Process.

(a) On the Petition Date, the Debtors shall, all in form and substance acceptable to Agent, file with the Bankruptcy Court the following:

(i) The Interim Order;

(ii) a motion seeking entry of the Bidding Procedures Order (as hereinafter defined) and a hearing on entry of the Bidding Procedures Order as promptly as permitted under the applicable local bankruptcy rules and to be held after the appointment of a Committee, if any;

(iii) a motion seeking entry of an order (the "Sale Order") approving the Sale (as hereinafter defined).

(b) The Interim Order shall be entered within 2 days of the Petition Date.

(c) An asset purchase agreement executed by Amcor (as hereinafter defined) with respect to substantially all of the assets of the Debtors (other than Constar Holland and Constar International U.K. Limited ("Constar UK")) on terms and conditions and with a purchase price in form and substance acceptable to Agent, and pursuant to which all Obligations of Debtors to Agent and Lenders will be fully and finally paid and satisfied (the "APA").

(d) The Bidding Procedures Order shall be entered 15 days after the Petition Date;

(e) The auction shall take place two business days after the bid deadline set forth in the Bidding Procedures Order;

(f) The Final Order with respect to the Sale shall be entered within 35 days of the Petition Date;

(g) The Sale Order shall be entered within 40 days of the execution of the APA and shall provide for the full and final payment and satisfaction of all Pre-Petition and Post-Petition Obligations due Agent and Lenders and the termination of the Credit Agreement as amended hereby in accordance with its terms;

(h) The Sale shall have closed within 50 days after execution of the APA.

(i) "Bidding Procedures Order" means an order of the Bankruptcy Court approving (i) bidding procedures relating to the sale of the Debtors' (other than Constar Holland and Constar UK) assets and other rights (the "Sale") pursuant to which all Obligations of Debtors to Agent and Lenders will be fully and finally paid and satisfied, (ii) appointing Amcor Rigid Plastics USA, Inc. ("Amcor") as the stalking horse bidder with respect to the Sale ("Buyer").

(j) To the extent Borrowers seek to extend any of the Milestones set forth above with the prior written consent of DIP Note Purchasers and on written notice to Agent and Lenders, such Milestone in the DIP Credit Facility shall be automatically extended provided that (i) such date cannot be extended to a date which would result in the Sale closing after February 18, 2014 without the written consent of Agent, (ii) either Amcor, or a qualified alternative bidder in accordance with the terms of the Bidding Procedures Order, has not terminated, or has not sent a notice or threatened to terminate, its obligations to close the Sale in accordance with the terms of the Bidding Procedures Order, (iii) as of the date of any such extension, Excess Availability of Borrowers shall comply with the covenant set forth in Section 5.9(a) hereof, including, without limitation, a written representation by the DIP Note Purchasers that (A) the maturity date with respect to the DIP Note Purchase facility has been extended through the proposed extension date hereunder, (B) no Event of Default (as defined under the DIP Note Purchase Facility) exists or has occurred and is continuing thereunder, (C) all conditions precedent to the availability of loans under the DIP Note Purchase Facility shall have been satisfied as of such date, and (D) Loan Parties have not requested any loans or other financial accommodation under the DIP Note Purchase Facility as of such date (including under such extension period) that have been declined or rejected by DIP Note Purchasers, (iv) on or before February 10, 2014, Borrowers shall have delivered to Agent an update to the Budget with respect to the extension period, which shall be in form and substance satisfactory to Agent and shall reflect that Excess Availability of Borrowers shall comply with the covenant set forth in Section 5.9(a) hereof at all times during the period of the extension, and (v) the Maturity Date cannot be extended beyond February 18, 2014 without the written consent of Agent. Debtors confirm, acknowledge and agree that notwithstanding anything to the contrary set forth in the Credit Agreement or any of the other Loan Documents, any failure to comply with the requirements set forth in this Section 5.8 shall constitute an additional immediate Event of Default under the Loan Documents. The dates set forth in this Section 5.8 are collectively referred to as the "Sale Milestones".

5.9 Financial Covenants.

(a) Borrowers shall maintain Excess Availability (after giving effect to the Special Availability Reserve) at all times greater than \$-0-. In the event Excess Availability falls below such minimum at any time, it shall constitute an Event of Default and Agent and Lenders have the right to cease lending, unless the deficiency is cured within one (1) Business Day after receipt of notification of such Event of Default from Agent of its occurrence to the Chief Financial Officer of Constar, with copies to each of: The Wilmington Trust Company, Rodney Sq. North, 1100 N. Market Street, Wilmington, Delaware 19890; Telecopier No.: 302-651-8937, and Samantha Good, Esq., Kirkland & Ellis LLP, 555 California Street, San Francisco, California 94104; Telecopier No.: 213-808-8104.

(b) None of the actual (i) aggregate cumulative cash receipts of US Borrowers or UK Borrower with respect to each week specified in the Budget, (ii) aggregate cumulative cash disbursements of US Borrowers or UK Borrower with respect to each week specified in the Budget, (iii) aggregate cumulative capital expenditures of US Borrowers or UK Borrower with respect to each week specified in the Budget, (iv)

aggregate cumulative payroll of US Borrowers or UK Borrower with respect to each week specified in the Budget, or (v) Excess Availability for such week as set forth in the Budget, shall fall outside the Permitted Budget Variance applicable thereto as set forth on Schedule 5.9 hereto (each, a "Material Budget Deviation").

(c) In the event of a default with respect to a covenant set forth in Section 5.9(a) or 5.9(b) hereof, Debtors shall request to draw such amounts under the DIP Note Purchase Facility and remit such amounts to Agent for application to the Obligations, in accordance with the Cash Management provisions of the DIP Note Purchase Facility as in effect as of the date, as may be necessary thereby to cure such Events of Default (i) within one (1) Business Day after receipt of notification from Agent of the occurrence of Excess Availability falling below the minimum amount set forth in Section 5.9(a) as set forth in such section, to cure the breach thereof, and (ii) within two (2) Business Days after the occurrence of a Material Budget Deviation, to cure a breach thereof.

5.10 DIP Note Purchase Facility. The DIP Note Purchase Facility (a) has been entered into on or prior to the date hereof, (b) is in full force and effect, and constitutes the valid, binding and enforceable obligation of the parties thereto in accordance with the terms thereof, except as enforceability may be limited by equitable principles or applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally, (c) has not been amended or modified, nor has there been any breach of the terms thereof by any party thereto which, with respect to the Debtors, would constitute an event of default thereunder.

5.11 Certain Tax Matters. The parties hereby acknowledge and agree that, with respect to Advances or other financial accommodations to or for the benefit of UK Borrower as made by the London branch of Wells Fargo Bank, National Association, for UK tax purposes, such London branch is a UK-qualified Lender and, as such, the transaction is deemed to be a transaction between two UK parties, and withholding tax is not applicable.

5.12 UK Borrower Assets. From and after the date that is thirty (30) days following the Petition Date, in the event that Agent and the agent in respect of the DIP Note Purchase Facility (at the direction of the required purchasers thereunder) shall both direct Borrowers to cause the UK Borrower to take any actions with respect to the sale or liquidation of the UK Borrowers' assets and properties, Borrowers shall comply with such direction and take such actions in the UK, upon five (5) days prior written notice from Agent and the agent in respect of the DIP Note Purchase Facility, utilizing commercially reasonable efforts to implement such direction, including without limitation, revising the Budget in a manner mutually agreed among Agent, the agent in respect of the DIP Note Purchase Facility and Borrowers, with respect thereto.

6. LIMITED WAIVER

6.1 Agent and Lenders have not waived, are not by this Ratification Agreement waiving, and have no intention of waiving any Event of Default which may have occurred on or prior to the date hereof, whether or not continuing on the date hereof, or which

may occur after the date hereof (whether the same or similar to the Specified Events of Default or otherwise), other than the Specified Events of Default, as heretofore waived. The foregoing waiver shall not be construed as a bar to or a waiver of any other or further Event of Default on any future occasion, whether similar in kind or otherwise and shall not constitute a waiver, express or implied, of any of the rights and remedies of Agent and Lenders arising under the terms of the Credit Agreement or any other Loan Documents on any future occasion or otherwise, provided that, the occurrence of any Event of Default prior to the Petition Date (collectively, the "Pre-Petition Events of Default") shall not constitute an Event of Default under the terms of this Agreement, provided further that, notwithstanding the foregoing, (i) Agent may, in its sole discretion, take or commence any action or pursue any, claims, rights or remedies against any Borrower, Guarantor or their respective agents, officers, directors, employees and representatives arising from any acts or omissions that resulted in or contributed to any Pre-Petition Event of Default, (ii) Agent may, in its sole discretion, adjust the Borrowing Base in respect of any Pre-Petition Event of Default to the extent any such Pre-Petition Event of Default would otherwise permit Agent to adjust the Borrowing Base in accordance with the terms of the Credit Agreement, and (iii) in the event that an Event of Default arises from any action taken or omitted to be taken by Agent or Lenders in connection with any Pre-Petition Event of Default, such Events of Default shall not constitute a Post-Petition Event of Default.

7. AMENDMENTS TO EXISTING FINANCING AGREEMENTS.

7.1 Bankruptcy Code. The definition of "Bankruptcy Code" set forth in the Credit Agreement is hereby amended by deleting such definition in its entirety and replacing it with the following:

"Bankruptcy Code" shall mean the United States Bankruptcy Code, being Title 11 of the United States Code as enacted in 1978, as the same has heretofore been or may hereafter be amended, recodified, modified or supplemented, together with all rules, regulations and interpretations thereunder or related thereto.

7.2 Advances. Notwithstanding anything to contrary set forth in Section 2.1 of the Credit Agreement, or otherwise in the Credit Agreement or the other Loan Documents:

(a) (i) US Borrowers may elect that Advances to them, or for their benefit, bear interest at a rate per annum equal to (A) the Base Rate plus the Base Rate Margin or (B) the LIBOR Rate plus the LIBOR Rate Margin, and (ii) UK Borrower may elect that Advances to it, or for its benefit, bear interest at a rate per annum equal to (A) the Base Rate plus the Base Rate Margin or (B) the LIBOR Rate plus the LIBOR Rate Margin.

(b) Advances and LCs shall be provided to Borrowers, subject to the terms and conditions of the Loan Documents and availability under the Borrowing Base, which will be calculated as follows:

With respect to the UK Borrowing Base:

(a) the lesser of:

(i) US\$15,000,000, and

(ii) the amount equal to (A) eighty-five (85%) percent of the US Dollar Equivalent of outstanding balance of Eligible Accounts of UK Borrower, plus (B) the least of (1) sixty-five (65%) percent multiplied by the US Dollar Equivalent of the Value of the Eligible Inventory of UK Borrower, (2) the sum of eighty-five (85%) of the Net Recovery Cost Percentage of each category of Eligible Inventory of UK Borrower multiplied by the US Dollar Equivalent of the Value thereof, and (3) the UK Inventory Loan Limit, minus

(b) the aggregate amount of reserves, if any, established by Agent under Section 2.1(c) of the Credit Agreement in respect of Advances to be made to UK Borrower.

With respect to the US Borrowing Base:

(a) the amount equal to eighty-five (85%) percent of the US Dollar Equivalent of the outstanding balance of Eligible Accounts of US Borrowers; plus

(b) the lesser of (i) sixty-five (65%) percent multiplied by the US Dollar Equivalent of the Value of the Eligible Inventory of US Borrowers, or (ii) the sum of eighty-five (85%) percent of the Net Recovery Cost Percentage of each category of Eligible Inventory of US Borrowers multiplied by the Value thereof, in each case as determined by Agent in accordance with the applicable Borrowing Base Certificate, minus

(c) the aggregate amount of reserves, if any, established by Agent under Section 2.1(c) of the Credit Agreement in respect of Advances to be made to US Borrowers.

7.3 Fees. Notwithstanding anything to the contrary set forth in the Credit Agreement:

(a) Borrowers shall pay to Agent, for the account of Lenders (to the extent and in accordance with the arrangements by and among Lenders) an unused line fee calculated at .375% per annum multiplied by the difference between the Maximum Credit and the average outstanding Advances and LCs during the immediately preceding month, payable monthly in arrears.

(b) Borrowers shall pay to (i) Agent, for the account of Lenders (to the extent and in accordance with the arrangements by and among Lenders), on the daily outstanding balance of LCs a letter of credit fee at a per annum rate equal to the LIBOR Rate Margin times the Daily Balance of the undrawn amount of all outstanding LCs, and (ii) to Issuing Bank, a fronting fee equal to 0.25% per annum, in each case under clauses (i) and (ii) above, payable monthly in arrears. In addition, Borrowers shall pay customary issuance, arranging and other fees of the Issuing Bank.

(c) Borrowers shall pay to Agent, for the account of Lenders, a DIP Facility Fee in the amount of \$175,000, which Agent shall have either received in cash, or shall have charged to a loan account of Borrowers, which fee is full earned and payable as of the date hereof.

7.4 Reserves. Reserves shall continue to include (i) all reserves that have been established prior to the Petition Date, including, without limitation, the Special Availability Reserve (\$5,000,000), (ii) any agreed Professional Fee Carve Out (as defined in the Financing Order) in respect of the Chapter 11 Cases, (iii) the amount of any senior liens or claims in or against the Collateral that have priority over the liens and claims of Agent, (iv) the amount of the projected costs of administration in the UK, which amount shall not exceed \$2,000,000, (v) the continued maintenance of a reserve in respect of the Priority Payables, which reserve shall be maintained in the amount of the US Dollar Equivalent of US\$1,525,833 from and after the Petition Date, and (vi) the grant of an administrative expense claim in any Chapter 11 Case, other than such administrative expense claim permitted by the Financing Order or this Ratification Agreement, which is superior to or ranks in parity with Agent's Superpriority Claim (as defined in the Financing Order), or which Agent determines Borrowers would be directed to pay before the obligations due Agent and Lenders. Except as provided in this Section 7.4 and notwithstanding Section 2.3(c) of the Credit Agreement, Agent shall not implement any new reserves during the period the Borrowers remain in compliance with the Sale Process covenants in Section 5.8 and the Excess Availability covenant in Section 5.9 (including if such covenants have been cured in accordance with the terms hereof).

7.5 Limits and Sublimits. The Credit Agreement is hereby amended to add the following Section 2.16:

“Section 7.16 Sublimits. All limits and sublimits set forth in this Agreement, and any formula or other provision to which a limit or sublimit may apply, shall be determined on an aggregate basis considering together both the Pre-Petition Obligations and the Post-Petition Obligations.”

7.6 Payments. Notwithstanding anything to contrary set forth in Section 2.3 of the Credit Agreement, or otherwise in the Credit Agreement or the other Loan Documents, Agent may (a) in its discretion, apply any such payments or proceeds first to the Pre-Petition Obligations until such Pre-Petition Obligations are paid and satisfied in full and (b) apply, in its discretion, any and all such proceeds, irrespective of the currency in which received, in an amount equal to the US Dollar equivalent thereof, with the amount of any currency conversion cost, expense, loss or adjustment being solely and exclusively for the account of Loan Parties.

7.7 Conditions Precedent to All Extensions of Credit. Section 3.2(a) of the Credit Agreement is hereby amended by deleting the section in its entirety and replacing it with the following:

“(a) all representations and warranties contained herein and in the other Loan Documents (including, without limitation the Ratification Agreement) shall be true and correct with the same effect as though such representations and warranties had been made on and as of the date of the making of each such Loan or providing each such Letter of Credit Accommodation and after giving effect thereto, except to the extent that such representations and warranties expressly relate (i) solely to an earlier date (in which case such representations and warranties shall have been

true and accurate on and as of such earlier date) and (ii) to the Specified Defaults;”

7.8 Maturity. The first sentence of Section 3.3 of the Credit Agreement is hereby deleted in its entirety and the following substituted therefor:

“This Agreement and the other Loan Documents shall continue in full force and effect for a term ending on the earlier to occur of (i) the Stated Maturity Date, (ii) the consummation of the sale or sales of all or substantially all of the Debtors’ assets and properties or of all equity interests in Debtors, (iii) the last termination date set forth in the Interim Financing Order, unless the Permanent Financing Order has been entered prior to such date, and in such event, then the last termination date set forth in the Permanent Financing Order, or (iv) the occurrence of an Event of Default under the Loan Documents as amended by the Ratification Agreement (the earlier to occur of clauses (i), (ii), (iii) and (iv) referred to herein as the “Termination Date”) “

7.9 Additional Financial Reporting Requirements. Without limitation upon Schedule 5.1 to the Credit Agreement or any other provision thereof, Borrowers shall deliver to Agent copies of all financial reports, schedules and other materials and information at any time furnished by or on behalf of any Borrower or Guarantor to the Bankruptcy Court, or the U.S. Trustee or to any creditors' committee or such Borrower's or Guarantor's shareholders, concurrently with the delivery thereof to the Bankruptcy Court, creditors' committee, U.S. Trustee or shareholders, as the case may be.

7.10 Indebtedness. Notwithstanding anything to the contrary contained in Section 6.1 of the Credit Agreement or any other provision of the Credit Agreement or any of the other Loan Documents, the Loan Parties will not, and will not permit any Subsidiary, after the date hereof, to, create, incur, assume, suffer to exist, guarantee, or otherwise become or remain, directly or indirectly, liable with respect to any Indebtedness (other than (a) Indebtedness permitted under Section 6.1 of the Credit Agreement existing as of the Petition Date, (b) Indebtedness evidenced by the Credit Agreement and the other Loan Documents and (c) Indebtedness under the DIP Note Purchase Facility, to the extent authorized under this Ratification Agreement and approved by the Bankruptcy Court; provided, that, all such permitted Indebtedness is specifically provided for in the Budget), without in each case the prior written consent of Agent (and no such consent shall be implied, from any other action, inaction or acquiescence by Agent or any Lender).

7.11 Encumbrances. Notwithstanding anything to the contrary contained in Section 6.2 of the Credit Agreement or any other provision of the Credit Agreement or any of the other Loan Documents, the Loan Parties will not, and will not permit any Subsidiary, after the date hereof, to, create, incur, assume or suffer to exist, directly or indirectly, any lien on or with respect to any of its assets, of any kind, whether now owned or hereafter acquired, or any income or profits therefrom (other than (a) liens permitted under the definition of “Permitted Liens” set forth in the Credit Agreement existing on the Petition Date, (b) liens securing the Obligations, and (c) liens arising after the Petition Date in respect of the DIP Note Purchase Facility and

otherwise permitted under clauses (a), (b) and (c) of the definition of “Permitted Liens” set forth in the Credit Agreement; provided, that, the priority of such liens permitted under clauses (a), (b) and (c) of the definition of “Permitted Liens” set forth in the Credit Agreement are subject to the provisions of the Term Intercreditor Agreement and have the same priority as existing Liens in favor of the Agent or the Term Agent, as applicable, with respect to Collateral of such type as of the date hereof.

7.12 Sale of Assets. Notwithstanding anything to the contrary contained in Section 6.4 of the Credit Agreement or any other provision of the Credit Agreement or any of the other Loan Documents, the Loan Parties will not, and will not permit any Subsidiary, after the date hereof, to convey, sell, lease, license, assign, transfer, or otherwise dispose of (or enter into an agreement to convey, sell, lease, license, assign, transfer, or otherwise dispose of) any portion of Borrower’s or its Subsidiaries’ Collateral or other assets, including, without limitation, assume, reject or assign any leasehold interest or enter into any agreement to return Inventory to vendor, whether pursuant to section 546 of the Bankruptcy Code or otherwise; provided, that, such sales are permitted by Section 5.8 of the Ratification Agreement or are in accordance with the Budget), (b) any other sales expressly provided for in the Budget), (c) the Sale, and (d) the sale of the Old Bay Lane facility, without in each case the prior written consent of Agent (and no such consent shall be implied, from any other action, inaction or acquiescence by Agent or any Lender), except to the extent specifically set forth in the Budget.

7.13 Restricted Payments. Notwithstanding anything to the contrary contained in the Credit Agreement or any of the other Loan Documents, each Borrower and Guarantor shall not, directly or indirectly, declare or pay any dividends on account of any shares of class of any Capital Stock of such Borrower or Guarantor now or hereafter outstanding, or set aside or otherwise deposit or invest any sums for such purpose, or redeem, retire, defease, purchase or otherwise acquire any shares of any class of Capital Stock (or set aside or otherwise deposit or invest any sums for such purpose) for any consideration or apply or set apart any sum, or make any other distribution (by reduction of capital or otherwise) in respect of any such shares or agree to do any of the foregoing, without in each case the prior written consent of Agent (and no such consent shall be implied, from any other action, inaction or acquiescence by Agent or any Lender), except to the extent specifically set forth in the Budget.

7.14 Investments; Controlled Investments. Notwithstanding anything to the contrary contained in the Credit Agreement or any of the other Loan Documents, Borrowers and Guarantors will not, and will not permit any Subsidiary, after the date hereof, to, directly or indirectly, make or acquire any investment or incur any liabilities (including contingent obligations) for or in connection with any investment (other than investments permitted under clause (a) of the definition of “Permitted Investments” existing on the Petition Date), without in each case the prior written consent of Agent (and no such consent shall be implied, from any other action, inaction or acquiescence by Agent or any Lender), except to the extent specifically set forth in the Budget.

7.15 Events of Default. The Credit Agreement is hereby amended by adding the following Section 8.13:

“8.13 The occurrence of any of the following:

(a) any condition or event which permits Agent, and Lenders to exercise any of the remedies set forth in the Financing Order, including, without limitation, any "Event of Default" (as defined in the Financing Order)."

(b) the termination or non-renewal of the Loan Documents as provided for in the Financing Order;

(c) conversion of any Chapter 11 Case to a Chapter 7 case under the Bankruptcy Code;

(d) dismissal of any Chapter 11 Case or any subsequent Chapter 7 case either voluntarily or involuntarily;

(e) the grant of a lien on or other interest in any property of any Borrower or Guarantor, other than a lien permitted under Section 9.8 hereof or a lien or encumbrance permitted by the Financing Order, which is superior to or ranks in parity with Agent's security interest in or lien upon the Collateral;

(f) the grant of an administrative expense claim in any Chapter 11 Case, other than such administrative expense claim permitted by the Financing Order or this Ratification Agreement, which is superior to or ranks in parity with Agent's Superpriority Claim (as defined in the Financing Order);

(g) the Financing Order shall be modified, reversed, revoked, remanded, stayed, rescinded, vacated or amended on appeal or by the Bankruptcy Court without the prior written consent of Agent (and no such consent shall be implied from any other authorization or acquiescence by Agent or any Lender);

(h) the appointment of a trustee pursuant to Sections 1104(a)(1) or 1104(a)(2) of the Bankruptcy Code;

(i) the appointment of an examiner with special powers pursuant to Section 1104(a) of the Bankruptcy Code;

(j) the filing of a plan of reorganization or liquidation by or on behalf of any Borrower or Guarantor, to which Agent has not consented in writing, which does not provide for payment in full in cash of all Obligations on the effective date thereof in accordance with the terms and conditions contained herein;

(k) the confirmation of any plan of reorganization or liquidation in the Chapter 11 Case of any Borrower or Guarantor, to which Agent has not consented to in writing, which does not provide for payment in full in cash of all Obligations on the effective date thereof in accordance with the terms and conditions contained herein;

(l) entry of an order granting relief from the automatic stay to the holder or holders of security interests to permit foreclosures (or granting similar relief) on any property of the Debtors having a value in excess of \$100,000 without the prior written consent of the Agent and the Required Lenders;

(m) the filing of a motion by any Debtor (or any Affiliate) that is not dismissed or denied within thirty (30) days after the date of filing such motion seeking, or the entry of any order permitting, recovery from any portion of the Collateral (or from Agent or any of the Lenders directly) any costs or expenses of preserving or disposing of the Collateral under section 506(c) or section 552(b) of the Bankruptcy Code (or otherwise);

(n) if a Borrower or any of its Subsidiaries suspends or discontinues or is enjoined, restrained, or in any way prevented by court order from continuing to conduct all or any material part of the business affairs of Borrowers and their Subsidiaries, taken as a whole, or a trustee, receiver or custodian is appointed for any Loan Party, or any of their respective properties, except to the extent such suspension or discontinuance of business occurs in accordance with the Budget and the terms of the Ratification Agreement;

(o) an event of default by any Loan Party or any of their Affiliates under, or with respect to, the DIP Note Purchase Facility Documents, after the expiration of any applicable cure period with respect thereto, unless waived prior thereto;

(p) the failure by any DIP Note Purchaser to perform all of its obligations under the DIP Note Purchase Facility Documents, including, without limitation, the making of loans or purchasing of notes as contemplated thereunder.

7.16 Governing Law; Choice of Forum; Service of Process; Jury Trial Waiver. Section 12(a) of the Credit Agreement is hereby amended by deleting the period and adding the following at the end thereof: “, except to the extent that the provisions of the Bankruptcy Code are applicable and specifically conflict with the foregoing.”

8. RELEASE.

8.1 Release of Pre-Petition Claims.

(a) Upon the earlier of (i) the entry of the Permanent Financing Order or (ii) the entry of an Order extending the term of the Interim Financing Order beyond thirty (30) calendar days after the date of the Interim Financing Order, in consideration of the agreements of the Secured Parties contained herein and the making of any Loans by Agent and Lenders, each Loan Party, pursuant to the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, on behalf of itself and its respective successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably releases, remises and forever discharges each of the Secured Parties and their respective successors and assigns, and their present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees and other representatives (each of the Secured Parties and all such other parties, in their capacities as such, being hereinafter referred to collectively as the “Releasees” and individually as a “Releasee”), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims,

counterclaims, defenses, rights of set-off, demands and liabilities whatsoever (individually, a "Pre-Petition Released Claim" and collectively, "Pre-Petition Released Claims") of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which any Loan Party, or any of their respective successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any nature, cause or thing whatsoever which arises at any time on or prior to the day and date of this Ratification Agreement, including, without limitation, for or on account of, or in relation to, or in any way in connection with the Credit Agreement, as amended and supplemented through the date hereof, and the other Loan Documents.

(b) Upon the earlier of (i) the entry of the Permanent Financing Order or (ii) the entry of an Order extending the term of the Interim Financing Order beyond thirty (30) calendar days after the date of the Interim Financing Order, each Loan Party, on behalf of itself and its successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably, covenants and agrees with each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Pre-Petition Released Claim released, remised and discharged by each Loan Party pursuant to this Section 8.1. If any Loan Party violates the foregoing covenant, Loan Parties agree to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

8.2 Release of Post-Petition Claims. Upon (a) the receipt by Agent, on behalf of itself and the other Lenders, of payment in full of all Obligations in cash or other immediately available funds, plus cash collateral or other collateral security acceptable to Agent to secure any Obligations that survive or continue beyond the termination of the Loan Documents, and (b) the termination of the Loan Documents (the "Payment Date"), in consideration of the agreements of the Secured Parties contained herein and the making of any Loans by Agent and Lenders, each Loan Party hereby covenants and agrees to execute and deliver in favor of each of the Secured Parties a valid and binding termination and release agreement, in form and substance satisfactory to Agent. If any Loan Party violates such covenant, the Loan Parties agree to pay, in addition to such other damages as any Releasee may sustain as a result of such violation, all attorneys' fees and costs incurred by any Releasee as a result of such violation.

8.3 Releases Generally.

(a) Each Loan Party understands, acknowledges and agrees that the releases set forth above in Sections 8.1 and 8.2 hereof may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such releases.

(b) Each Loan Party agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final and unconditional nature of the releases set forth in Section 8.1 hereof and, when made, Section 8.2 hereof.

9. CONDITIONS PRECEDENT.

In addition to any other conditions contained herein or the Credit Agreement, as in effect immediately prior to the Petition Date, with respect to the Loans and other financial accommodations available to Borrowers (all of which conditions, except as modified or made pursuant to this Ratification Agreement shall remain applicable to the Loans and be applicable to other financial accommodations available to Borrowers), the following are conditions to Agent's and Lenders' obligation to extend further loans, advances or other financial accommodations to Borrowers pursuant to the Credit Agreement:

9.1 Borrowers and Guarantors shall furnish to Agent and Lenders all financial information, projections, budgets, business plans, cash flows and such other information as Agent and Lenders shall reasonably request from time to time;

9.2 as of the Petition Date, the Existing Loan Documents shall not have been terminated;

9.3 no trustee, examiner with special powers pursuant to Section 1104(a) of the Bankruptcy Code or receiver or the like shall have been appointed or designated with respect to any Loan Party, as Debtor and Debtor-in-Possession, or its respective business, properties and assets and no motion or proceeding shall be pending seeking such relief;

9.4 the execution and delivery of this Ratification Agreement and all other Loan Documents by the Loan Parties, Agent and Lenders, and the payment to Agent by Borrowers of a DIP Financing Fee in the amount of \$175,000;

9.5 the Interim Financing Order or other Order(s) of the Bankruptcy Court shall ratify and amend the deposit account arrangements of the Loan Parties to reflect the commencement of the Chapter 11 Cases, that each Debtor, as Debtor and Debtor-in-Possession, is the successor in interest to such Loan Party, as the case may be, that the Obligations include both the Pre-Petition Obligations and the Post-Petition Obligations, that the Collateral includes both the Pre-Petition Collateral and the Post-Petition Collateral as provided for in this Ratification Agreement;

9.6 the execution or delivery to Agent and Lenders of all other Loan Documents, and other agreements, documents and instruments which, in the good faith judgment, of Agent are necessary. The implementation of the terms of this Ratification Agreement and the other Loan Documents, as modified pursuant to this Ratification Agreement, all of which contains provisions, representations, warranties, covenants and Events of Default, as are satisfactory to Agent and its counsel;

9.7 Each Loan Party shall comply in full with the notice and other requirements of the Bankruptcy Code and the applicable Bankruptcy Rules with respect to any relevant Financing Order in a manner prescribed by the Bankruptcy Code and the applicable Bankruptcy Rules, and an Interim Financing Order shall have been entered by the Bankruptcy Court (the "Interim Financing Order") authorizing the secured financing under the Loan Documents as ratified and amended hereunder on the terms and conditions set forth in this Ratification Agreement and, among other things, modifying the automatic stay, authorizing and

granting the senior security interest in liens in favor of Agent described in this Ratification Agreement and in the Financing Order, and granting super-priority expense claims to Agent and Lenders with respect to all obligations due Agent and Lenders. The Interim Financing Order shall authorize post-petition financing under the terms set forth in this Ratification Agreement in an amount consistent with the Budget, and it shall contain such other terms or provisions as Agent and its counsel shall require;

9.8 with respect to further credit after expiration of the Interim Financing Order, on or before the expiration of the Interim Financing Order, the Bankruptcy Court shall have entered a Permanent Financing Order authorizing the secured financing on the terms and conditions set forth in this Ratification Agreement, granting to Agent (for the benefit of each of the Secured Parties) the senior security interests and liens described above and super-priority administrative expense claims described above (except as otherwise specifically provided in the Interim Financing Order), and modifying the automatic stay and other provisions required by Agent and its counsel ("Permanent Financing Order"). Neither Agent nor any Lender shall provide any Loans (or other financial accommodations) other than those authorized under the Interim Financing Order unless, on or before the expiration of the Interim Financing Order, the Permanent Financing Order shall have been entered, and there shall be no appeal or other contest with respect to either the Interim Financing Order or the Permanent Financing Order with respect to which an effective stay exists;

9.9 other than the voluntary commencement of the Chapter 11 Cases, no material impairment of the priority of Agent's security interests in the Collateral shall have occurred from the date of the latest field examinations of Agent to the Petition Date;

9.10 Excess Availability after the application of proceeds of any initial funding and the issuance of any LCs hereunder and after provision for payment of all fees and expenses of the transaction, of not less than -0-, after giving effect to the Special Availability Reserve and the implementation of any other reserves in accordance with Section 7.4 hereof; and

9.11 no Event of Default, other than the Specified Events of Default, shall have occurred or be existing under any of the Existing Loan Documents, as modified pursuant hereto, and assumed by Borrowers and Guarantors.

10. MISCELLANEOUS.

10.1 Amendments and Waivers. Neither this Ratification Agreement nor any other instrument or document referred to herein or therein may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

10.2 Further Assurances. Each Loan Party shall, at its expense, at any time or times duly execute and deliver, or shall use its best efforts to cause to be duly executed and delivered, such further agreements, instruments and documents, including, without limitation, additional security agreements, collateral assignments, UCC financing statements or amendments or continuations thereof, landlord's or mortgagee's waivers of liens and consents to the exercise by Agent and Lenders of all the rights and remedies hereunder, under any of the

other Loan Documents, any Financing Order or applicable law with respect to the Collateral, and do or use its best efforts to cause to be done such further acts as may be reasonably necessary or proper in Agent's opinion to evidence, perfect, maintain and enforce the security interests of Agent and Lenders, and the priority thereof, in the Collateral and to otherwise effectuate the provisions or purposes of this Ratification Agreement, any of the other Loan Documents or the Financing Order. Upon the request of Agent, at any time and from time to time, each Loan Party shall, at its cost and expense, do, make, execute, deliver and record, register or file updates to the filings of Agent and Lenders with respect to the Intellectual Property with the United States Patent and Trademark Office, the financing statements, mortgages, deeds of trust, deeds to secure debt, and other instruments, acts, pledges, assignments and transfers (or use its best efforts to cause the same to be done) and will deliver to Agent and Lenders such instruments evidencing items of Collateral as may be requested by Agent.

10.3 Headings. The headings used herein are for convenience only and do not constitute matters to be considered in interpreting this Ratification Agreement.

10.4 Counterparts. This Ratification Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same agreement. In making proof of this Ratification Agreement, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. Delivery of an executed counterpart of this Ratification Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as delivery of an original executed counterpart of this Ratification Agreement. Any party delivering an executed counterpart of this Ratification Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Ratification Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Ratification Agreement as to such party or any other party.

10.5 Additional Events of Default. The parties hereto acknowledge, confirm and agree that the failure of any Loan Party to comply with any of the covenants, conditions and agreements contained herein or in any other agreement, document or instrument at any time executed by such Loan Party in connection herewith shall constitute an immediate Event of Default under the Loan Documents.

10.6 Costs and Expenses. Borrowers shall pay to Agent and Lenders on demand all costs and expenses that Agent, or Lenders pay or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, defense (whether in connection with any adversary proceeding or otherwise) and termination of this Ratification Agreement and the other Loan Documents and the Financing Order, including, without limitation: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to, and reasonable fees and expenses of consultants, accountants and other professionals retained by, Agent and Lenders; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Ratification Agreement, the other Loan Documents, the Financing Order and the transactions contemplated thereby; (c) taxes, fees and other charges for recording any agreements or documents with any governmental authority, and the filing of UCC financing

statements and continuations, and other actions to perfect, protect, and continue the security interests and liens of Agent in the Collateral; (d) sums paid or incurred to pay any amount or take any action required of the Loan Parties under the Loan Documents or the Financing Order that Loan Parties fail to pay or take; (e) costs of appraisals, inspections and verifications of the Collateral and including reasonable travel, lodging, and meals for inspections of the Collateral and the Debtors' operations by Agent or its agent and to attend court hearings or otherwise in connection with the Chapter 11 Cases; (f) costs and expenses of preserving and protecting the Collateral; (g) all out-of-pocket expenses and costs heretofore and from time to time hereafter incurred by Agent during the course of periodic field examinations of the Collateral and Debtors' operations, plus a per diem charge at the rate of \$1,200 per person per day for Agent's examiners in the field and office; and (h) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to obtain payment of the Obligations, enforce the security interests and liens of Agent, sell or otherwise realize upon the Collateral, defend against, or respond in connection with, any action or proceeding relating to the Debtors, the Loan Documents or the Financing Order, and otherwise enforce the provisions of this Ratification Agreement, the other Loan Documents and the Financing Order, or to defend any claims made or threatened against any of the Secured Parties arising out of the transactions contemplated hereby (including, without limitation, preparations for and consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of the Loan Documents regarding costs and expenses to be paid by Borrowers. All sums provided for in this Section 10.6 shall be part of the Obligations, shall be payable on demand, and shall accrue interest after demand for payment thereof at the highest rate of interest then payable under the Loan Documents. Agent is hereby irrevocably authorized to charge any amounts payable hereunder directly to any of the account(s) maintained by Agent with respect to any Loan Party.

10.7 Conflicts with Other Loan Documents. Unless otherwise expressly provided in this Ratification Agreement (or in another Loan Document by specific reference to the applicable provision contained in this Ratification Agreement), if any provision contained in this Ratification Agreement conflicts with any provision of any other Loan Document, the provision contained in this Ratification Agreement shall govern and control.

10.8 Effectiveness. This Ratification Agreement shall become effective upon the execution hereof by Agent and Lenders and the entry of the Interim Financing Order.

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Schedule 5.9

Permitted Budget Variance Percentage or Amount

Cumulative Receipts (for each of all US, and for UK) from the date of the Ratification Agreement through and including the week ending:	Cumulative Disbursements (for each of all US, and for UK) from the date of the Ratification Agreement through and including the week ending:	Cumulative Capital Expenditures (for each of all US, and UK) from the date of the Ratification Agreement through and including the week ending:	Cumulative Payroll (for each of all US, and UK) from the date of the Ratification Agreement through and including the week ending:	Excess Availability from the date of the Ratification Agreement through and including the week ending:
12/20; 25%	12/20; 25%	12/20 and each week thereafter; 10%	12/20 and each week thereafter; 10%	12/20; \$1.5MM
12/27; 25%	12/20; 25%			12/27; \$1.5MM%
1/3; 25%	12/20; 25%			1/3; \$1.5MM%
1/10; 25%	12/20; 25%			1/10; \$1.5MM%
1/17 and thereafter; 15%	1/17 and thereafter; 15%			1/17 and thereafter; \$1.0MM

Schedule A to Ratification and Amendment Agreement

Commercial Tort Claims

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

BORROWERS

CONSTAR, INC.

By: _____

Title: _____

CONSTAR INTERNATIONAL LLC

By: _____

Title: _____

CONSTAR INTERNATIONAL U.K. LIMITED

By: _____

Title: _____

GUARANTORS:

CONSTAR GROUP, INC.

By: _____

Title: _____

CONSTAR FOREIGN HOLDINGS, INC.

By: _____

Title: _____

BFF INC.

By: _____

Title: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

DT, INC.

By: _____

Title: _____

AGENT AND LENDERS:

**WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company, as Agent**

By: _____

Title: _____

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as a Lender**

By: _____

Title: _____

EXHIBIT B

DIP Term Sheet

Term Sheet
for a Senior Secured Term Loan Priority Collateral Priming
Super-Priority DIP Note Purchase Facility
provided to
Constar International LLC, Constar, Inc., Constar Foreign Holdings, Inc.,
DT, Inc., and BFF Inc.

Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in that certain Intercreditor Agreement, dated as of May 31, 2011 (the "**Master Intercreditor Agreement**"), among (a) Wells Fargo Capital Finance, LLC, in its capacity as administrative and collateral agent for the "Revolving Loan Secured Parties" (the "**Revolving Loan Agent**"), (b) Black Diamond Commercial Finance, L.L.C., in its capacity as administrative agent and collateral agent for the "Shareholder Debt Holders" (the "**Shareholder Term Loan Agent**"), (c) Black Diamond Commercial Finance, L.L.C., in its capacity as administrative agent and collateral agent for the "Roll-Over Debt Holders" (the "**Roll-Over Term Loan Agent**"), and the Companies (as defined below) or if not defined therein in the Roll-Over Facility Agreement or if not defined therein, in the Shareholder Facility Agreement.

The Facility described herein shall be provided in conjunction with that certain DIP Credit Facility provided by Wells Fargo Capital Finance, LLC, the term sheet with respect to which is attached hereto as **Exhibit I** (the "**DIP Credit Facility**")¹.

ISSUERS: Constar International LLC, a Delaware limited liability company ("**Holdings**"), Constar, Inc., a Pennsylvania corporation ("**Lead Issuer**"), Constar Foreign Holdings, Inc., a Delaware corporation, BFF Inc., a Delaware corporation, and DT, Inc., a Delaware corporation, in their capacities as debtor-in-possession and debtor-in-possession affiliates and subsidiaries in cases (the "**Cases**") to be commenced under Chapter 11 of the Bankruptcy Code (the "**Bankruptcy Code**").

GUARANTORS: Constar Group, Inc., a Delaware corporation ("**Parent**") and each subsidiary (other than Constar International Holland (Plastics) B.V. ("**Constar Holland**") of Holdings that is not an Issuer (the

¹ Reserves shall be hard-wired at: (a) \$5 million special availability reserve, (b) \$1.175 million existing reserves, (c) professional reserve build-up pursuant to Budget, (d) \$2 million UK reserve and (e) \$560,000 special UK reserve.

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Guarantors together with the Issuers, the “**Companies**”).

PURCHASER:

Initially, Sola Ltd, Ultra Master Ltd, Northeast Investors Trust, JP Morgan High Yield Fund, JP Morgan Strategic Income Opportunities Fund, and/or any of their designated affiliates (“**Initial Purchasers**”) will commit to provide the Facility, provided, that to the extent JP Morgan High Yield Fund or JP Morgan Strategic Income Opportunities Fund so request, Sola Ltd and Ultra Master Ltd shall fund their allocations. However, upon the effectiveness of the Purchaser Allocation (defined below), Initial Purchasers and each entity designated pursuant to the Purchaser Allocation shall constitute Purchasers in such portions as are applicable pursuant to the Purchaser Allocation, with the commitments of the Initial Purchasers ratably reduced thereby.

“**Purchaser Allocation**”: Each Roll-Over Secured Party and Shareholder Secured Party shall be given the opportunity prior to the entry of the Final Order (defined below) to be a Purchaser hereunder in an amount equal to the greater of (a) a percentage of the New Money Facility equal to the Term Loan Debt it holds divided by all Term Loan Debt and (b) an amount agreed to by Initial Purchasers.

AGENT:

Wilmington Trust.

FACILITY:

To the extent permitted by the Bankruptcy Court and pursuant to the terms herein, \$56 million priming delayed draw note purchase facility payable in full on the Maturity Date, (a) consisting of a “**New Money Facility**” equal to \$14 million which shall be (i) available based on satisfaction of the conditions precedent set forth below (the “**Conditions Precedent**”) and the other terms and conditions herein, (ii) funded to Agent’s Disbursement Account (as defined below) on the Closing Date in an amount equal to \$7 million (the “**Initial New Money Notes**”) and with the remaining amount funded on the date of entry of the Final Order, provided, that to the extent approved in the Interim Order, the full \$14 million shall be funded on the date of entry of the Interim Order and (iii) disbursed from the Agent’s Disbursement Account on a weekly basis in accordance with the Budget until the Maturity Date (or more frequently as may be determined by Required Purchasers and notified to the Agent in writing) or in order to effectuate a Cure (as defined below), and (b) consisting of a “**Roll Up Facility**” equal to \$42 million which (i) shall be issued on the Closing Date to each Initial Purchaser on a 3:1 basis for every dollar of the New Money Facility committed by such Initial Purchaser and (ii) when issued shall be exchanged on a dollar-for-dollar basis for the Term Loan

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Debt identified by such Initial Purchaser as being subject to such exchange (i.e., such Purchaser may identify Roll-Over Facility Indebtedness and/or Shareholder Facility Indebtedness held by it or its affiliates as the subject of such roll-up). The Roll Up Facility shall be restructured to reflect any Purchaser Allocation pursuant to mechanics to be agreed. On the date of the first funding of the New Money Facility, \$200,000 of such proceeds shall be applied as a payment to the Roll-Over Secured Parties that provided the funding to the Companies on December 18, 2013 in the amount of \$200,000 (the “**\$200,000 Advance**”) so that the Companies could pay fees of counsel associated with preparation of the Cases. **Notwithstanding anything herein to the contrary**, the Roll Up Facility shall not be implemented until the date of the Final Hearing nor shall it be implemented to the extent that one or more affiliates of Black Diamond Commercial Finance commit no later than 5 business days prior to such hearing to participate in the New Money Facility on a percentage basis equivalent to the percentage ownership of all such Black Diamond affiliates in the Roll-Over Facility Agreement (the “**BD Participation**”), provided further that such commitment shall be subject to no additional terms and conditions.

The “**Agent’s Disbursement Account**” shall mean a non-interest bearing trust account established by Initial Purchasers and maintained by Agent in the name of the Agent on behalf of the Purchasers. All amounts funded to the Agent’s Disbursement Account shall be deemed payments made by Purchasers for DIP Notes issued by Issuers to Purchasers and shall accrue interest at the applicable rate set forth herein. Agent shall be entitled to pay interest, fees, expenses and indemnification amounts as set forth herein which are due and payable to Agent or Purchasers from amounts on deposit in the Agent’s Disbursement Account. Companies shall have no right, title or interest in amounts on deposit in Agent’s Disbursement Account.

Notwithstanding anything herein to the contrary, without the consent of the Required Purchasers, no more than \$7 million of the Facility (the “**Interim Facility**”) shall be available prior to the entry of the Final Order (as defined below) except to the extent that the Interim Order permits the full funding of the New Money Facility on the date of entry thereof. The Facility shall be due and payable on the date that is thirty-five (35) days from the date of entry of the Interim Order (as defined below) (the “**Interim Facility Maturity Date**”) unless a Final Order has been entered by the Bankruptcy Court on or before such date.

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RATE: 12% per annum paid in cash weekly in arrears. Upon an event of default, such Rate shall be increased by 2%.

FEES: \$560,000 up front fee payable to Initial Purchasers which shall be paid from the proceeds of the Initial New Money Notes.

2% per annum unused commitment fee payable to Purchasers, payable weekly in arrears.

\$60,000 administration fee due and payable to Agent in advance upon closing and such additional fees and expenses as are set forth in such Agent's fee letter provided to Companies.

An exit fee payable to the Purchasers on the earlier of (a) repayment of any portion of the New Money Facility in an amount equal to 2% of the amount so repaid and (b) the Maturity Date in an amount equal to 2% of the New Money Facility less any amounts paid under clause (a).

A prepayment fee of 4% of the total New Money Facility if the New Money Facility is repaid prior to the Maturity Date (defined below); provided, however, such fee is waived (a) if the New Money Facility is repaid in cash in connection with the Sale on or prior to the applicable Milestone for the closing date of the sale and (b) with respect to any prepayment made with the proceeds of the sale of the facility located at Old Bay Lane.

MATURITY DATE: The Notes shall be repaid in full on the date that is the earliest of (i) the Interim Facility Maturity Date if the Final Order has not been entered by the Bankruptcy Court on or prior to such date, (ii) February 10, 2014 or, if applicable, the Extension Date defined below (the "**Scheduled Maturity Date**"), (iii) the closing of the sale of all or substantially all of the assets of the Companies, (iv) the substantial consummation (as defined in 11 U.S.C. §1101(2)) of a plan of reorganization of the Companies, which has been confirmed by an order entered by the Bankruptcy Court (the "**Confirmation Order**"), (v) conversion of one or more of the Cases into a case under Chapter 7 of the Bankruptcy Code and (vi) declaration of the "Maturity Date" by Required Purchasers at any time when an Event of Default has occurred and is continuing (such earliest date, the "**Maturity Date**"). The joint and several obligations of Issuers and the Guarantors to the Agent and the Purchasers under the Facility may only be satisfied and discharged by the payment in full in cash to the Agent and the Purchasers of all obligations under the Facility.

At the request of the Lead Issuer, the Required Purchasers may, in

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their sole discretion, agree to provide an extension of the Facility (with written notice to the Agent) to any date agreed by the Required Purchasers and the Lead Issuer (the "**Extension Date**"), provided, that any such extension (a) shall require the payment of an extension fee to the Purchasers equal to 2.0% of the then outstanding principal amount of the New Money Facility, (B) shall require extension of the DIP Credit Facility on terms and conditions acceptable to Required Purchasers, and (b) shall require modification of the Budget and certain other terms and conditions required by Required Purchasers reflecting such extension and the terms thereof, which may include changes to rate and other fees.

CLOSING DATE:

The Facility shall close on the first date on or after which all of the following have occurred: (i) the Bankruptcy Court has entered the Interim Order (as defined below), (ii) all definitive note documentation for the Facility, which shall be satisfactory to the Initial Purchasers and the covenants in such documents shall be no more permissive than the documentation evidencing the DIP Credit Facility (the "**DIP Note Documentation**") has been executed by Issuers, the Guarantors, the Agent, and the Purchasers and (iii) all Conditions Precedent have been satisfied or waived by the Purchasers, which date shall not be later than December 20, 2013.

USE OF PROCEEDS:

To provide for payment of fees and expenses (including indemnities of the Agent and other amounts under the Facility), interest, adequate protection payments described herein (including repayment of the \$200,000 Advance), postpetition working capital and other general corporate purposes of Issuers and Guarantors in accordance with a budget from the Petition Date through the Scheduled Maturity Date approved by the Initial Purchasers ("**Budget**"). At the sole initiative of Required Purchasers (without any consent required from Issuers), proceeds may also be directed by Required Purchasers towards the repayment of the DIP Credit Facility or the prepetition Revolving Loan Agreement in order to cure or cash collateralize ("**Cure**") borrowing base deficiencies or Material Budget Deviations (as defined in Exhibit I). Any modifications to the Budget in effect on the Closing Date shall only require the consent of Issuers and Required Purchasers.

MILESTONES:

Failure to achieve any of the following Milestones shall constitute an immediate Event of Default under the Facility unless the Required Purchasers have provided written pre-approval for an extension (which Agent shall do upon direction of Required Purchasers):

- (1) The petition date ("**PD**") shall be not later than December 19,

CONFIDENTIAL

2013;

(2) On the PD, the Debtors shall, all in form and substance acceptable to the Initial Purchasers, file with the Bankruptcy Court the following:

(a) a motion to approve an interim order in form and substance acceptable to Purchasers (the “**Interim Order**”) and a final order in form and substance acceptable to Purchasers (the “**Final Order**”), which will incorporate the Budget and authorize the Facility and the DIP Credit Facility;

(b) a motion seeking entry of the Bidding Procedures Order and a hearing on entry of the Bidding Procedures Order as promptly as permitted under the applicable local bankruptcy rules and to be held after the appointment of a Committee, if any;

(c) a motion seeking entry of an order approving the Sale (the “**Sale Order**”).

(3) The Interim Order shall be entered within 2 days of the PD.

(4) The Bidding Procedures Order shall be entered within 15 days after the PD;

(5) The auction shall take place two business days after the bid deadline set forth in the Bidding Procedures Order;

(6) The Sale Order shall be entered within 40 days of the execution of the APA;

(7) The Final Order shall be entered within 35 days of the PD;

(8) The Sale shall have closed within 50 days after execution of the APA.

“**Bidding Procedures Order**” means an order of the Bankruptcy Court approving (i) bidding procedures relating to the sale of the Companies assets and other rights (the “**Sale**”), (ii) appointing Amcor Rigid Plastics USA, Inc. (“**Amcor**”) as the stalking horse bidder with respect to the Sale (“**Buyer**”) and (iii) approving bid protections for Buyer, in each case in form and substance and otherwise on terms and for a price acceptable to Required Purchasers.

To the extent Purchasers extend any Milestone, such Milestone in

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the DIP Credit Facility shall be automatically extended provided that the extension shall not modify the "Term" of the DIP Credit Facility.

**MANDATORY
PREPAYMENTS:**

Issuers shall make mandatory prepayments, subject to exceptions, thresholds, and reinvestment rights to be mutually agreed, from the net cash proceeds of (i) non-ordinary course asset sales by any of the Companies to a third party (including, but not limited to, the proposed sale of the "Old Bay Lane" facility), (ii) insurance with respect to casualty events involving the Companies and occurring after the Closing Date, (iii) extraordinary receipts, and (iv) the deposit with respect to the Sale, with such mandatory prepayments to be applied as set forth in the definitive note documentation. In accordance with the Collateral/Priority scheme set forth below, if the deposit under the APA is paid to Companies, it shall be distributed as follows, assuming \$20M outstanding under the DIP Credit Facility and \$56M outstanding under the Facility: (a) 20/76 of amount to DIP Credit Facility and (b) 56/76 to the Facility.

COLLATERAL/PRIORITY: All obligations of the Companies to the Purchasers and the Agent in respect of the Facility shall be:

(X) entitled to superpriority administrative expense claim status pursuant to 11 U.S.C. § 364(c)(1), in each case, subject only to the agreed-upon carve out ("Carve Out") but pari passu with the DIP Credit Facility, and

(Y) secured pursuant to 11 U.S.C. §§ 364(c)(2), 364(c)(3), and 364(d) by a security interest in and lien on all now owned or hereafter acquired assets and property of the Companies, real and personal, tangible or intangible (the "Collateral").

The security interests in and liens on the Collateral in respect of the Facility shall be perfected first priority, not subject to subordination other than to permitted liens acceptable to the Required Purchasers, but shall be subject to (a) the Carve Out and (b) the lien with respect to the DIP Credit Facility with respect to Revolving Loan Priority Collateral and of the Revolving Loan Secured Parties with respect to Revolving Loan Priority Collateral, which shall have priority over the lien on the Revolving Loan Priority Collateral securing the Facility.

The Interim Order and the Final Order shall provide that the first priority liens granted in favor of the Agent in respect of the Facility, for the benefit of the Purchasers, shall "prime" all existing liens except as set forth in clauses (a) and (b) above.

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Notwithstanding anything herein to the contrary, the DIP Credit Facility and Facility shall have superpriority liens with respect to (a) the proceeds of the Sale, (b) the deposit with respect to the APA and (c) all property recovered as a result of transfers or obligations avoided or actions maintained or taken pursuant to, inter alia, Sections 542, 544, 545, 547, 548, 549, 550, 551, 552 and 553 of the Bankruptcy Code, which liens shall be pari passu to one another and only subject to the Carve Out. By way of example, if the Sale is consummated with \$65M of net cash proceeds, the proceeds shall be applied (a) first, ratably to (i) the DIP Credit Facility and the Carve Out and (ii) the New Money Facility, (b) second to the Roll Up Facility (c) third to the Roll-Over Secured Parties, and (d) fourth to the Shareholder Secured Parties.

CASH MANAGEMENT:

All disbursements from Agent's Disbursement Account shall be made to Issuers at their existing operating accounts within their cash management system (with wire instructions to be provided to Agent) and promptly used by Issuers for the purposes set forth in the Budget, subject to permitted variances. All other receipts from whatever source received by the Companies shall be immediately deposited into their existing cash management system and applied as set forth in Exhibit I.

CARVE OUT

Liens granted to the Agent for the benefit of the Purchasers will be subject to an agreed upon carve out for the payment of the following amounts: (i) fees pursuant to 28 U.S.C. § 1930(a), and (ii) the aggregate allowed unpaid fees and expenses payable under sections 330 and 331 of the Bankruptcy Code to professional persons retained pursuant to an order of the Bankruptcy Court by the Companies or an official committee of unsecured creditors appointed in the Cases (the "**Committee**"), (x) to the extent incurred prior to delivery of a notice of an Event of Default and the imposition of the Carve Out (such notice a "**Carve Out Trigger Notice**") and (y) incurred after delivery of the Carve Out Trigger Notice in the aggregate amount not to exceed \$175,000; *provided, however,* that the Carve Out shall not include, apply to or be available for (a) any success fee or similar payment to any professionals or other persons payable in connection with a restructuring or asset disposition with respect to the Companies or otherwise except that the Carve Out shall include the payment of the Lincoln Fees, or (b) any fees or expenses incurred by any party, including any Companies or the Committee, or their respective professionals in connection with, or relating to, the prosecution of any claims, causes of action, adversary proceedings or other litigation against any of the Roll-Over Secured Parties or

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Shareholder Secured Parties (whether in their capacities as creditors or equityholders) (the “**Carve Out**”). “**Lincoln Fees**” mean (a) the “Sale Transaction Fee” payable upon consummation of the Sale to Lincoln Partners Advisors LLC (“**Lincoln**”) pursuant to that certain engagement letter between Holdings and Lincoln dated October 10, 2013 (the “**Lincoln Letter**”), (b) the “Monthly Retainers” due and owing with respect to the period prior to the Carve Out Trigger Notice delivery to the extent such “Monthly Retainers” are set forth in the Lincoln Letter and (c) the expense reimbursements and indemnification amounts described in the Lincoln Letter.

USE OF CASH COLLATERAL:

Issuers shall be authorized to use cash collateral in accordance with the Budget (with such variances as are permitted hereby), unless an Event of Default has occurred and the Required Purchasers direct that cash collateral may not be used.

ADEQUATE PROTECTION FOR CERTAIN SECURED CREDITORS:

As adequate protection for any diminution in the value of their collateral from and after the PD, (a) the Revolving Loan Secured Parties shall be paid current interest at the applicable non-default rate, and (b) the Revolving Loan Secured Parties and Term Loan Secured Parties shall receive (i) liens on all existing and future tangible and intangible assets of the Debtors allocated in such priority as set forth below, subject only to the Carve Out, the security interests and liens securing the Facility and the DIP Credit Facility and the liens in favor of the Revolving Loan Secured Parties on the Revolving Loan Priority Collateral and (ii) reimbursement of the reasonable fees and expenses of their respective professionals. To the extent such replacement liens are insufficient to provide adequate protection, such creditors shall have adequate protection claims arising under § 507(b) of the Bankruptcy Code, which claims shall be junior to the DIP Credit Facility claims and the Facility claims and shall be payable from and have recourse to all assets and property of the Companies.

<i>Relative Priorities</i>	Revolving Loan Priority Collateral	Term Loan Priority Collateral	Proceeds of the Sale or any Sale Deposit
(1)	DIP Credit Facility	The Facility	Ratably to DIP Credit Facility and The New Money Facility, provided that each shall be paid in full in cash from the Sale
(2)	Revolving Loan	Roll-Over Secured	The Roll Up

CONFIDENTIAL

	Secured Parties	Parties	Facility
(3)	The Facility	Shareholder Secured Parties	
(4)	Roll-Over Secured Parties	DIP Credit Facility	Then in accordance with relative priorities for Revolving Loan Priority Collateral and Term Loan Priority Collateral
(5)	Shareholder Secured Parties	Revolving Loan Secured Parties	

**CONDITIONS
PRECEDENT:**

The DIP Note Documentation shall include usual and customary conditions precedent to the Facility acceptable to the Initial Purchasers, including but not limited to:

1. The Interim Order and Final Order, and the motion to be filed with respect thereto, shall be satisfactory to the Required Purchasers in form and substance.
2. The execution and delivery of all agreements, instruments, and other documents evidencing or securing the DIP Notes consistent with this term sheet and in form and substance satisfactory to the Initial Purchasers, it being agreed that (x) no security documents shall be required to be delivered prior to entry of the Final Order, (y) Issuers shall exercise commercially reasonable efforts to obtain within 15 days from the date of the Interim Order the original stock certificates and other collateral in the possession of existing creditors, and (z) Issuers shall exercise commercially reasonable efforts to obtain within 15 days from the entry of the Interim Order any requested deposit account control agreements, insurance policy endorsements with respect to loss payee and additional insured status of Agent, as appropriate, and real property mortgages.
3. The DIP Credit Facility shall be in form and substance acceptable to Agent and Purchasers and shall be in full force and effect.
4. There shall be an asset purchase agreement executed by Amcor with respect to substantially all of the assets of the Companies (other than Constar Holland and Constar International U.K. Limited (“Constar UK”)) on terms and conditions and with a purchase price in form and substance

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acceptable to Purchasers (the "APA").

5. All necessary governmental, shareholder, and third-party approvals and/or consents have been obtained by the Companies and remain in effect.
6. Issuers and Guarantors have insurance that is satisfactory to the Required Purchasers.
7. Issuers have paid to the Initial Purchasers and the Agent all fees and expenses then owing to them.
8. Any orders entered by the Bankruptcy Court shall have been satisfactory in form and substance to the Required Purchasers.
9. The Initial Purchasers shall have the Budget, which shall be acceptable to them.
10. No default or event of default shall exist under the DIP Note documents, the DIP Credit Facility, the Interim Order, or the Final Order.
11. (a) Accuracy of all representations and warranties in material respects and (b) the absence of (i) any information disclosed after the date hereof that is inconsistent in a material and adverse manner with any material information previously provided in writing to Initial Purchasers or their affiliates, (ii) a default or event of default under the Facility, and (iii) any binding applicable law, regulation, ruling, judgment, order, injunction or other restraint that restrains, prevents, prohibits, restricts or imposes materially adverse conditions upon the Issuers, the Guarantors, the Facility (and the funding thereof) or the transactions contemplated hereby.
12. Such other conditions as are usual and customary for debtor-in-possession financing facilities of this type.

**CONDITIONS
PRECEDENT TO
DISBURSEMENTS OF DIP
NOTE PROCEEDS FROM
AGENT'S
DISBURSEMENT
ACCOUNT:**

Until the Maturity Date, disbursements of the DIP Note proceeds from the Agent's Disbursement Account shall be made in an aggregate amount not to exceed the Facility on a weekly basis (or more frequently as determined by Required Purchasers) subject to the following conditions precedent:

- Receipt by the Agent and Purchasers of a customary notice of disbursement request prior to the time specified in the DIP Note

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Documents (unless disbursed as part of a Cure);

- Absence of a default or Event of Default under the Facility;
- Accuracy of all representations and warranties under the Facility in all material respects (provided that such materiality qualifier shall not apply to any provision already qualified by materiality or material adverse effect);
- The use of proceeds of such DIP Notes shall comply with the Budget (with permitted variances) or shall be applied in accordance with the Cure;
- The effectiveness of the Interim Order or Final Order, as applicable; and
- If the Roll Up Facility is not implemented (except as a result of the BD Participation) at the Final Hearing, no additional disbursements or fundings shall be made under the New Money Facility.

**REPRESENTATIONS &
WARRANTIES:**

Usual and customary representations and warranties, including, but not limited to, corporate existence and good standing, authority to enter into note documentation, governmental approvals, non-violation of other agreements, financial statements, litigation, compliance with environmental, pension, and other laws, taxes, insurance, absence of default or unmatured default, validity of the Interim Order or Final Order (as applicable), and priority of the Agent's liens.

OTHER COVENANTS:

Customary covenants, including, but not limited to, provision of financial statements and other customary reporting with respect to sales, accounts receivable, inventory and payables, defaults and unmatured defaults, and other information (including pleadings, motions, applications, and other documents filed with the Bankruptcy Court or distributed to any official committee appointed in the case); compliance with laws; inspection of properties, books, and records; maintenance of insurance; limitations with respect to liens and encumbrances, dividends and retirement of capital stock, guarantees, sale and leaseback transactions, consolidations and mergers, investments (including prohibiting payments to and investments in Constar Holland except to the extent both (x) constituting payments for goods purchased post-PD, on terms agreed by Initial Purchasers and (y) not in excess of the Constar Holland line item for such period set forth in the Budget), non-ordinary

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course disposition of assets or property to a third party, capital expenditures, restricted payments, notes and advances, indebtedness, transactions with affiliates, prepayment of other indebtedness; and compliance with pension, environmental, and other laws—in each case subject to materiality qualifiers, exceptions, and thresholds to be mutually agreed including facts disclosed to Purchasers prior to the date hereof regarding pension liabilities, and subject to qualifications to be agreed, the sale of the facility located at Old Bay Lane. Companies shall exercise commercially reasonable efforts to subject Constar Holland to the liens provided for herein and make Constar Holland a party hereto. To the extent the required lenders under the DIP Credit Facility and Required Purchasers both direct the Issuers to take any actions with respect to the sale or liquidation of Constar UK, such Issuers shall exercise commercially reasonable efforts to implement such actions, including, but not limited to, revising the Budget in a manner mutually agreed. Upon request of Required Purchasers, Companies shall retain a consultant selected by Required Purchasers on terms reasonably acceptable to the Companies and Required Purchasers.

FINANCIAL COVENANTS: The Budget will be tested weekly (on a weekly basis of Monday through Sunday, beginning Monday 12:01 a.m. NYT, December 16, 2013) and will be reported on December 24, 2013, December 31, 2013, and then each Wednesday thereafter, as follows, provided, that the Required Purchasers shall have the authority to provide written pre-approval for any deviations:

- in each of the US and UK individually, negative variances of more than 20% in weeks 1-4 and 10% thereafter with respect to cumulative receipts (other than non-ordinary course dispositions such as Old Bay Lane sale) on a cumulative basis to the Budget shall constitute non-compliance; and
- in each of the US and UK individually, negative variances of more than 20% in weeks 1-4 and 10% thereafter with respect to cumulative disbursements (other than professional expenses of Companies' counsel, expenses of Agent and Purchasers and their counsel) on a cumulative basis to the Budget shall constitute non-compliance;
- in the US and UK individually, negative variances of more than 5% with respect to cumulative capital expenditures on a cumulative basis to the Budget shall constitute non-compliance;
- in the US and UK individually, negative variances of more than

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5% with respect to cumulative payroll to the Budget shall constitute non-compliance;

- negative variances of more than 5% with respect to the line item for payments to Constar Holland for goods on either a weekly or cumulative basis shall constitute non-compliance; and
- negative variances of more than \$1,000,000 in weeks 1-4 and \$500,000 thereafter with respect to the “Availability”² set forth in the Budget shall constitute non-compliance (such Event of Default, a “**Borrowing Base Variance Default**”).

The Budget and the weekly reporting required with respect thereto shall be in the form attached hereto as Exhibit II.

EVENTS OF DEFAULT:

Usual and customary events of default, including, but not limited to, defaults relating to payment, cross-default to other indebtedness in excess of an amount to be agreed, violation of covenants, breach of representations or warranties, failure to satisfy or stay execution of judgment in excess of an amount to be agreed, and ERISA, environmental, and other events of default which are customary in facilities of this nature.

In addition, an Event of Default shall occur if:

1. any of the Milestones is not satisfied or the APA is terminated, rejected or cancelled or any event occurs such that the APA may be terminated or the Sale pursuant to the APA is not likely to be consummated;
2. there is an “event of default” under the DIP Credit Facility;
3. one or more of the Cases is dismissed or converted to a Chapter 7 case;
4. a Chapter 11 trustee or an examiner with enlarged powers is appointed;
5. any lien or superpriority administrative expense claim which is senior to or *pari passu* with the Purchasers’ or the Agent’s liens and/or claims under the Facility is granted other than to

² To be calculated in accordance with DIP Credit Facility as in effect on the PD.

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- the extent permitted hereby;
6. the Interim Order or the Final Order, as the case may be, is stayed, amended, modified, reversed, or vacated in a manner adverse to the Purchasers and without the prior written consent of the Purchasers;
 7. a plan of reorganization is confirmed that does not provide for termination of the Facility;
 8. an order is entered which dismisses one or more of the Companies' Chapter 11 cases that does not provide for termination of the Facility and payment in full in cash of all obligations owing thereunder;
 9. the Companies take any action in support of any of the foregoing, including failing to contest any application or request by another party in support of any of the foregoing;
 10. the Bankruptcy Court enters an order granting relief from the automatic stay to the holder of any security interest in any asset of the Companies having a fair market value in excess of an amount to be mutually agreed.

ASSIGNMENTS AND PARTICIPATIONS:

The DIP Notes shall be freely assignable provided that any assignee shall consent to the APA, but shall require notice to Agent.

VOTING:

Except as otherwise set forth herein, any amendments, consents or waivers shall require the consent of Agent and "**Required Purchasers**" which means Purchasers holding not less than 50.1% of all outstanding commitments under the Facility and other principal obligations under the Facility. Yank-a-bank provisions shall be included to the extent Initial Purchasers consent to any amendment.

GOVERNING LAW:

The DIP Note Documentation shall be governed by the laws of the state of New York, except as governed by the Bankruptcy Code.

WAIVERS OF RIGHTS:

Each Issuer and Guarantor shall waive certain rights and causes of action. Also, the Final Order will prohibit the assertion of all other claims under section 506(c) or against Agent, Purchasers or any of their affiliates in any capacity.

WAIVER OR MODIFICATION OF THE

The automatic stay shall be vacated to permit the exercise of

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- AUTOMATIC STAY:** remedies by Agent and Purchasers.
- RELEASE:** Customary for DIP financing facilities and to include release of Agent and Purchasers in all relationships (as equity holders and creditors) with Companies with respect to any matters prior to the PD.
- EXPENSES:** Issuers shall promptly pay the expenses incurred by Agent and Purchasers (including, without limitation, reasonable fees and disbursements of separate counsel to Agent (Seward & Kissel LLP) and separate counsel to Purchasers (Kirkland & Ellis LLP), consultant costs and expenses, and costs and expenses associated with due diligence, travel, appraisals, valuations, and audits) in connection with the negotiation, drafting and execution of a binding commitment letter with respect to the Facility and the documentation evidencing the Facility, regardless of whether any transaction contemplated hereby is ever actually consummated (the "**Facility Transactions**").
- RIGHTS AND PROTECTIONS OF THE AGENT:**
- The Agent undertakes to perform such duties and only such duties as are specifically set forth in this Term Sheet and the definitive note documents. The Agent shall not be a trustee for or have any fiduciary obligation to any party hereto and the Agent shall take such action with respect to this Agreement as it shall be directed by Required Purchasers, and the Agent shall not be liable except for the performance of such duties and obligations, and no implied covenants or obligations shall be read into this this Term Sheet and the definitive note documents against the Agent.
- The Agent shall not be liable for any error of judgment made in good faith by an officer or officers of the Agent, unless it shall be conclusively determined by a court of competent jurisdiction that the Agent was grossly negligent in ascertaining the pertinent facts.
- The Agent shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with any direction of the Required Purchasers.
- None of the provisions of this Term Sheet and the definitive note documents shall require the Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

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The Agent may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

Whenever in the administration of the provisions of this Agreement the Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action to be taken hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of gross negligence or bad faith on the part of the Agent, be deemed to be conclusively proved and established by a certificate signed by the Required Purchasers delivered to the Agent and such certificate, in the absence of gross negligence or bad faith on the part of the Agent, shall be full warrant to the Agent for any action taken, suffered or omitted by it under the provisions of this Agreement upon the faith thereof.

CONFIDENTIALITY:

This outline of terms is for Companies' confidential use only and neither its existence nor the terms hereof will be disclosed by any Company to any person other than as consented by Initial Purchasers, or to any Company's officers, directors, employees, accountants, attorneys and other advisors, agents and representatives (the "**Company Representatives**"), and then only on a confidential and "need to know" basis in connection with the Facility Transactions; provided, however, that any Company may disclose the existence and terms hereof to the extent required, in the opinion of such Company's counsel, by applicable law. Each Company's obligations under this paragraph shall survive any termination of the negotiations of the Facility Transactions.

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**EXHIBIT I
TERM SHEET FOR
DIP CREDIT FACILITY**

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**EXHIBIT II
FORM OF REPORTING**

EXHIBIT C

Budget



**Constar International – DIP
Plan through 2/16/2014**

US and UK Only

12/19/2013



Budget Assumptions

US Assumptions

- Total PLAN DIP period extends until 02/16/2014.
- Bondholder DIP fee is estimated at 4.4% of \$14M and excludes any additional Wells Fargo post filing fees.
- Great American inventory valuation reflected in PLAN.
- All professional fees associated with asset sales through 02/16/14 paid in full on 02/16/14.
- Old Bay Lane building sale proceeds have no impact on companies' borrowing base collateral or cash flow.
- At time of filing all US resin terms will become COD tapping.
- All non-resin payment terms are assumed to be COD. Assume zero trade payables post sale.
- Freight paid on a weekly basis.
- 1. No Pension Payments effective November 2013.
- 2. 2013 Receipts = 90% of the US ETF assumed by the DSO and divided by the # of weeks in the month.
 - a. 2014 Receipts assume 95% of Company PLAN Sales received at a DSO of 27 days.
- 3. Prepetition utilities payable in December will NOT be paid, rather applied to the deposits already held by the Utilities.
- 4. New Utility Deposits will be negotiated and payable after the filing. Current Model assumes 1.5 months average monthly rate for all utilities, payable in two installments.
- 5. **Insurance:**
 - a. Casualty - \$400k. 35% Deposit made on 11/21 (\$140k). Remaining \$260k payable in three installments on the 15th of month, beginning 12/15. The 12/15 payment will provide coverage through 3/16/14. No further payments assumed.
 - b. Property - \$547k effective 12/15/14, PAYABLE 1/15/14 in FULL.
 - c. D&O - \$77k Payable prior to filing. D&O Tail is estimated at \$123k and payable prior to filing.
- Legal/Professional Fees provided by Outside Counsel (\$3.9M) during DIP period and \$6.1M in total. Assumed accrued then paid in following week.
- This DIP Plan includes estimated prepetition freight cost of \$1.2M.
- Stub period for week ending December 22 will include some portion of the post petition professional fees
- Borrowing Base assumes the professional fee reserve and US reserve for Wells. However awaiting other reserve values from Wells.
- **Interest:** Under Negotiation
 - o No cash interest paid on term loans. Assumes 16% annual interest paid on consolidated DIP funding. Revolver interest to remain at current rate.
 - o DIP fees assume 2% of the facility and are payable upon filing

Europe Assumptions

- Separate UK DIP forecasts provided. Borrowing Base assumes UK is operational through DIP period
- Holland is assumed in administration effective 12/22/13.
- Assumes additional 15-day payment terms provided to Cott effective 1/1/14.
- Utility Deposits are approximately \$800k USD in the UK
- Resin payments in UK limited to 61% of collections.
- UK cash expected to be about \$3.806M US on 12/18/13 and is assumed in the DIP projections as a reduction in the revolver balance in Week 52.
- Secured lender ING assumes Holland assets through a self-funded liquidation.

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US & UK DIP Budget -12/18/13

Week ending	DIP Weeks											12/18/13
	Week 50 12/15/13	Week 51 12/22/13	Week 52 12/29/13	Week 1 1/5/14	Week 2 1/12/14	Week 3 1/19/14	Week 4 1/26/14	Week 5 2/2/14	Week 6 2/9/14	Week 7 2/16/14	Week 8 2/23/14	DIP Total
Sales - PLAN	3,268	3,268	3,268	2,655	2,655	2,655	2,655	2,655	2,655	2,655	3,443	23,429
Cash Receipts:												
Customer Receipts	2,984	3,246	2,922	2,907	2,893	2,848	2,848	2,748	3,013	3,013	3,013	23,191
OBL Building Sale	-	-	-	-	-	-	-	-	-	-	-	-
Total cash receipts	2,984	3,246	2,922	2,907	2,893	2,848	2,848	2,748	3,013	3,013	3,013	23,191
Cash Disbursements:												
Payroll and payroll taxes	860	324	945	350	350	818	350	818	350	818	818	4,700
401k employee contributions	41	14	40	14	14	14	14	14	14	14	14	216
IBC (Group Insurance)	265	-	150	150	150	150	150	150	150	150	150	1,140
Travel & employee reimbursements	25	-	86	31	32	53	32	42	31	89	89	396
Total Payroll	1,191	338	1,122	545	546	1,061	546	1,050	515	1,066	1,066	6,452
Total resin	651	-	1,750	1,118	1,517	1,517	1,492	1,492	1,492	1,492	1,492	11,867
Freight	280	-	250	180	140	140	140	140	1381	181	181	2,551
Utilities	-	-	-	755	755	484	124	247	241	121	121	2,737
Insurance	-	-	87	-	-	515	-	-	-	-	-	602
Outside / Professional services	-	-	-	-	-	-	-	-	-	-	-	-
Total Non C-11 Professional costs	94	90	72	104	72	104	72	82	100	88	88	703
Rents (bidg)	-	-	377	-	-	-	-	-	-	-	-	377
Packaging	-	-	31	46	46	46	46	46	46	46	46	341
Capex	-	-	48	45	45	45	45	45	45	45	45	341
Repair parts	26	-	86	111	98	98	98	98	111	111	111	811
Labels	121	-	28	30	30	30	30	30	29	28	28	229
Other materials	57	-	8	8	75	75	75	75	75	75	75	464
Colorant	32	-	30	37	37	37	37	-	35	35	35	249
Taxes (PPT & franchise)	-	-	-	-	-	-	-	344	-	-	-	344
Dues/Subscriptions/Fees	-	-	14	15	15	15	15	15	15	15	15	119
Rebate payments to customers	47	-	82	82	104	104	-	-	-	-	-	291
Royalty	-	-	-	-	-	-	-	-	-	-	-	13
Supplies & Services	-	-	65	75	75	75	75	75	75	75	75	590
Operating Disbursements	2,405	338	3,612	3,496	3,449	4,355	2,793	3,751	4,114	3,511	3,511	29,081
Professional Fee Reserve	345	-	590	285	550	440	440	333	339	339	339	3,817
Total Operating + Prof Fee Disbursements	2,750	338	4,192	3,761	3,999	4,610	3,233	4,084	4,453	4,556	4,556	32,898
DIP Lending Fees	-	-	765	-	-	-	-	-	-	-	-	765
DIP Interest	-	-	14	18	19	22	29	35	45	91	91	273
Total Disbursements	2,750	338	5,000	3,779	4,018	4,632	3,262	4,119	4,498	4,657	4,657	33,965
Net Operating Cash Flow - US	234	2,908	(2,078)	(872)	(1,126)	(1,785)	(414)	(1,371)	(1,484)	(1,644)	(1,644)	(10,775)
Funds (to)/from UK	-	-	(189)	688	243	(666)	(277)	(68)	(428)	(245)	(245)	(992)
Funds (to)/from Holland	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow	234	2,908	(2,267)	(184)	(883)	(2,451)	(951)	(1,459)	(1,912)	(1,889)	(1,889)	(11,737)



UK DIP Budget (us \$) – 12/19/13

Constar International UK
\$ in thousands

	Week 49 12/8/13	Week 50 12/15/13	Week 51 12/22/13	Dip Wk 1 Week 52 12/29/13	Dip Wk 2 Week 1 1/5/14	Dip Wk 3 Week 2 1/12/14	Dip Wk 4 Week 3 1/19/14	Dip Wk 5 Week 4 1/26/14	Dip Wk 6 Week 5 2/2/14	Dip Wk 7 Week 6 2/9/14	Dip Wk 8 Week 7 2/16/14	12/9/13 Total
SALES				2,200	2,096	2,026	2,026	2,026	2,127	2,382	2,382	17,265
Cash Receipts:												
Customer Receipts	1,594	1,792	1,562	1,534	4,688	1,333	1,280	1,238	4,542	427	293	15,336
Asset sale Proceeds	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-
Total cash receipts	1,594	1,792	1,562	1,534	4,688	1,333	1,280	1,238	4,542	427	293	15,336
Cash Disbursements:												
Payroll:-												
Payroll and payroll taxes	-	-	609	-	-	-	216	-	400	-	-	616
Travel & employee reimbursements	3	5	-	-	3	3	3	3	3	5	5	26
Total Payroll	3	5	609	-	3	3	219	3	403	5	5	642
Total resin	1,760	1,752	-	600	3,234	800	768	743	2,725	256	176	9,302
Freight	69	83	-	138	125	69	77	77	77	377	77	1,015
Utilities	-	11	-	800	-	-	-	475	160	-	-	1,435
Insurance	-	-	-	183	-	-	-	-	-	-	-	183
Other:-												
Taxes (PPT & franchise)	42	560	-	-	205	-	626	-	640	-	64	1,534
Fuel	3	-	-	3	-	5	3	3	3	3	3	24
Supplies & Services	184	57	-	-	252	214	254	214	477	214	214	1,837
Outside Purch of preforms - Holland	-	-	-	-	182	-	-	-	145	-	-	327
Other Costs	229	741	-	3	639	218	882	217	1,265	217	281	3,722
Total Disbursements	2,061	2,593	609	1,724	4,000	1,090	1,946	1,515	4,631	855	538	16,299
Net Operating Cash Flow - UK	- 467	- 801	952	- 189	688	243	666	277	88	428	245	963
Funds (to)/from Holland	-	-	-	-	-	-	-	-	-	-	-	0
Funds (to)/from US	-	-	952	189	688	243	666	277	88	428	245	963

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Global Borrowing Base Roll Forward—Going Concern UK & US

Weeks	50	51	DIP Week 1	DIP Week 2	DIP Week 3	DIP Week 4	DIP Week 5	DIP Week 6	DIP Week 7	DIP Week 8
Week ending	12/15/13	12/22/13	12/29/13	1/5/14	1/12/14	1/19/14	1/26/14	2/2/14	2/9/14	2/16/14
US Sales	2,952	2,952	2,952	2,952	2,997	2,997	2,997	2,997	2,997	3,443
Beginning Inventory	-	22,953	21,559	21,915	21,639	21,736	21,833	21,904	21,976	21,789
Reductions	-	(1,714)	(1,714)	(1,714)	(1,740)	(1,740)	(1,740)	(1,740)	(1,492)	(1,999)
Additions	-	1,750	1,118	1,517	1,517	1,517	1,492	1,492	1,492	\$ (1,999)
Direct Costs	-	320	320	320	320	320	320	320	320	\$ 1,492
Total Eligible Inventory	22,953	21,559	21,915	21,639	21,736	21,833	21,904	21,976	21,789	21,601
Advance Rate %	46.55%	46.55%	46.55%	46.55%	46.55%	46.55%	46.55%	46.55%	46.55%	46.55%
Net Inventory Available - US	10,685	10,036	10,202	10,073	10,118	10,163	10,196	10,230	10,143	10,055
Beginning A/R	-	15,330	12,857	12,887	12,932	13,037	13,187	13,337	13,586	14,016
Beginning A/R, net of ineligible	-	9,537	9,243	9,273	9,318	9,423	9,573	9,722	9,972	10,402
Collections	-	(3,246)	(2,922)	(2,907)	(2,893)	(2,848)	(2,848)	(2,742)	(3,013)	(3,013)
Sales	-	2,952	2,952	2,952	2,997	2,997	2,997	2,997	2,997	3,443
Net A/R - US	9,537	9,243	9,273	9,318	9,423	9,573	9,722	9,972	10,402	10,831
Adv Rate	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%
Eligible A/R - US	8,106	7,856	7,882	7,920	8,009	8,137	8,264	8,476	8,841	9,207
Total Combined US Borrowing Base - US	18,791	17,892	18,084	17,993	18,127	18,300	18,460	18,706	18,984	19,262
UK Sales	2,200	2,200	2,200	2,096	2,026	2,026	2,026	2,127	2,382	2,382
Beginning Inventory	-	6,142	7,249	6,572	6,520	6,260	6,068	5,866	5,619	4,492
Reductions	-	(1,277)	(1,277)	(1,217)	(1,176)	(1,176)	(1,176)	(1,235)	(1,383)	(1,383)
Additions	-	1,472	600	1,165	800	768	743	588	256	176
Direct Costs	-	912	-	-	116	216	231	400	-	-
Total Eligible Inventory - UK	6,142	7,249	6,572	6,520	6,260	6,068	5,866	5,619	4,492	3,285
Advance Rate %	55.67%	55.67%	55.67%	55.67%	55.67%	55.67%	55.67%	55.67%	55.67%	55.67%
Net Inventory Available UK	3,419	3,419	3,659	3,630	3,485	3,378	3,266	3,128	2,501	1,829
Beginning A/R	-	16,779	20,362	19,839	20,532	21,278	22,065	21,789	23,744	26,904
Beginning A/R, net of ineligible	-	10,076	10,714	11,380	10,857	10,264	10,957	11,702	12,592	12,570
Collections	-	(1,562)	(1,534)	(2,619)	(1,333)	(1,280)	(1,238)	(2,404)	(427)	(778)
Sales	-	2,200	2,200	2,096	2,026	2,026	2,026	2,127	2,382	2,382
Net A/R - UK	10,076	10,714	11,380	10,557	10,264	10,957	11,702	12,592	12,570	15,379
Adv Rate	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%
Eligible A/R - UK	8,365	9,107	9,673	9,229	8,724	9,313	9,947	10,703	10,684	13,072
Total Combined Borrowing Base - UK	11,984	12,526	13,332	12,558	12,209	12,691	13,213	13,831	13,185	14,901
Total Global Borrowing Base	30,775	30,418	31,415	30,852	30,337	30,991	31,673	32,537	32,169	34,163

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Global Borrowing Base Roll Forward

WEEKLY FUNDING ANALYSIS	DIP Week 1	DIP Week 2	DIP Week 3	DIP Week 4	DIP Week 5	DIP Week 6	DIP Week 7	DIP Week 8
	52	53	54	55	56	57	58	59
	12/29/13	1/5/14	1/12/14	1/19/14	1/26/14	2/2/14	2/9/14	2/16/14
Gross Borrowing Base Available bfr Reserves	31,415	30,852	30,337	30,991	31,673	32,537	32,169	34,163
New Reserves								
US DIP Reserve	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)
UK DIP Reserve	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)
Professional Fees	(580)	(265)	(550)	(255)	(440)	(333)	(339)	(1,055)
Reserve - Prescribed Part	(983)	(983)	(983)	(983)	(983)	(983)	(983)	(983)
Reserve - Priority Payroll	(543)	(543)	(543)	(543)	(543)	(543)	(543)	(543)
Reserve - Rent	(231)	(231)	(231)	(231)	(231)	(231)	(231)	(231)
Reserve L/Cs	(1,260)	(1,260)	(1,260)	(1,260)	(1,260)	(1,260)	(1,260)	(1,260)
TOTAL RESERVE	(10,597)	(10,282)	(10,567)	(10,272)	(10,457)	(10,350)	(10,356)	(11,072)
Available Borrowings after Reserves	20,818	20,570	19,770	20,719	21,216	22,187	21,813	23,091
Beginning Revolver	14,971	16,658	17,158	17,755	20,501	21,007	22,573	24,480
Operations Cash Flow	(879)	99	(314)	(2,174)	(222)	(1,091)	(1,528)	(743)
Professional Fee Payment	-	(580)	(265)	(550)	(255)	(440)	(333)	(1,394)
DIP Fees and Interest	(809)	(18)	(19)	(22)	(29)	(35)	(45)	(91)
TOTAL Projected Cash Flow	(1,688)	(499)	(598)	(2,746)	(506)	(1,566)	(1,906)	(2,228)
Ending Calculated Revolver	16,658	17,158	17,755	20,501	21,007	22,573	24,480	26,707
Available Borrowing Capacity in Borrowing Base after Reserves	4,160	3,412	2,014	218	209	(387)	(2,666)	(3,616)
EXCESS AVAILABILITY	4,160	3,412	2,014	218	209	-	-	-
Loan Outstanding - Wells	16,658	17,158	17,755	20,501	21,007	22,187	21,813	23,091
Loan Outstanding - Bonds	-	-	-	-	-	387	2,666	3,616
TOTAL COMBINED Loans Outstanding	16,658	17,158	17,755	20,501	21,007	22,573	24,480	26,707



Estimated Professional Fee Schedule

Schedule of Professional Fees and Retainers
(\$ in 000s)

Cash Payments: Week Ending	Pre 12/15/13	12/22/13	12/29/13	1/5/14	1/12/14	1/19/14	1/26/14	2/2/14	2/9/14	2/16/14	Total DJP Period
Retainers and Fees											
Lincoln	200.00				50.00						50.00
Dechert	1,400.00		350.00	150.00	150.00	100.00	100.00	100.00	100.00	100.00	1,150.00
Young Conaway (DE)	75.00			40.00			40.00	10.00	40.00	20.00	150.00
Foreign Counsel	20.00							8.00	24.00		32.00
Cash Mgmt Consultant	74.00		20.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	90.00
Latham	100.00					30.00					135.00
BOD Fees			35.00		35.00			40.00			120.00
K&E	200.00				50.00				100.00		150.00
Bond Local Counsel			25.00		20.00		25.00			45.00	115.00
Otterbourg					150.00					100.00	250.00
Bank Local Counsel			35.00		20.00					30.00	85.00
Winter Harbor	17.00						200.00			150.00	350.00
Other Solus Consultant			15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	120.00
UCC Counsel								60.00		180.00	240.00
UCC FA										110.00	110.00
Claims Agent	25.00							20.00		35.00	55.00
US Trustee Fees								20.00		20.00	40.00
BDO						50.00				50.00	100.00
Expenses			50.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	250.00
Contingency			50.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	225.00
Total	\$ 2,271.00	\$ -	\$ 580.00	\$ 265.00	\$ 550.00	\$ 255.00	\$ 440.00	\$ 333.00	\$ 339.00	\$ 1,055.00	\$ 3,817.00
Dip Fee Wells Fargo											175
Dip Fee Bondholders											620
Total Professional Fees	\$ 2,271.00	\$ -	\$ 1,375.00	\$ 265.00	\$ 550.00	\$ 255.00	\$ 440.00	\$ 333.00	\$ 339.00	\$ 1,055.00	\$ 4,612

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