

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

In re:) Chapter 11
)
 EXTREME PLASTICS PLUS, INC., *et al.*,¹) Case No. 16-10221 (CSS)
) Jointly Administered
 Debtors.)
) **Hearing Date: May 2, 2016 at 11:00 a.m.**
) **Objection Date: April 25, 2016 at 4:00 p.m.**
)
) **Related Docket Nos. 11, 29, 133, 181, and 212**

**NOTICE OF ENTRY OF FOURTH INTERIM ORDER AUTHORIZING
THE USE OF CASH COLLATERAL AND GRANTING ADEQUATE PROTECTION**

PLEASE TAKE NOTICE that, on April 6, 2016, in connection with the Debtors’ *Motion for Entry of Interim and Final Orders (A) Authorizing Postpetition Use of Cash Collateral, (B) Granting Adequate Protection to the Secured Parties, (C) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001, and (D) Granting Related Relief* (Docket No. 11), the Court entered its *Fourth Interim Order Authorizing the Use of Cash Collateral and Granting Adequate Protection* (the “Fourth Interim Order”) (Docket No. 212). A copy of the Fourth Interim Order is attached hereto as Exhibit A.

PLEASE TAKE FURTHER NOTICE that the final hearing on the Motion shall be held before the Honorable Christopher S. Sontchi at the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 5th Floor, Courtroom 6, Wilmington, DE 19801 on **May 2, 2016 at 11:00 a.m.** prevailing Eastern Time.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Extreme Plastics Plus, Inc. (6913) and EPP Intermediate Holdings, Inc. (6129). The location of the Debtors' corporate headquarters and service address is: 360 Epic Circle Dr., Fairmont, WV 26554.

PLEASE TAKE FURTHER NOTICE that Objections, if any, to the relief sought in the Motion on a final basis shall be in writing, shall set forth with particularity the grounds for such Objection or other statement of position, and shall be filed with the Clerk of the Bankruptcy Court and served by e-mail, hand delivery, or First Class U.S. Mail upon:

- (i) Counsel to the Debtors, Sullivan Hazeltine Allinson LLC, 901 North Market Street, Suite 1300, Wilmington, Delaware 19801, Attn: William D. Sullivan, Esquire (wsullivan@sha-llc.com) and William A. Hazeltine, Esquire (whazeltine@sha-llc.com) and Paul Hastings LLP, 71 South Wacker Drive, 45th Floor, Chicago, Illinois 60606, Attn: Chris L. Dickerson, Esquire (chrisdickerson@paulhastings.com) and Marc J. Carmel, Esquire (marccarmel@paulhastings.com); and
- (ii) Counsel to Citizens Bank, Richards, Layton & Finger, One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attn: Daniel J. DeFranceschi, Esquire (ddefranceschi@rlf.com); and Jones Day, 77 W. Wacker Drive Chicago, Illinois 60601, Attn: Brad B. Erens, Esquire (bberens@jonesday.com) and Timothy Hoffmann, Esquire (thoffmann@jonesday.com); and
- (iii) The Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Federal Building, 844 N. King Street, Room 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: David Gerardi, Esquire (david.gerardi@usdoj.gov); and
- (iv) Counsel to the Official Committee of Unsecured Creditors, Reed Smith LLP, 1201 Market Street, Suite 1500, Wilmington, Delaware 19801, Attn: Kurt F. Gwynne, Esquire (kgwynne@reedsmith.com) and Emily Devan, Esquire (edevan@reedsmith.com) and Reed Smith LLP, Three Logan Square, 1717 Arch Street, Suite 3100, Philadelphia, Pennsylvania 19103, Attn: Claudia Z. Springer, Esquire (cspringer@reedsmith.com) and Lauren S. Zabel, Esquire (lzabel@reedsmith.com).

so as to be filed with the Court and received by said parties on or before **4:00 p.m. prevailing Eastern Time on April 25, 2016.**

Exhibit A

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:)	
)	Case No. 16 -10221 (CSS)
)	
EXTREME PLASTICS PLUS, INC., <i>et al.</i> ¹)	Chapter 11
)	Jointly Administered
)	
Debtors:)	Related Docket Nos. 11, 29, 133, and
)	181
)	

**FOURTH INTERIM ORDER AUTHORIZING THE USE OF
CASH COLLATERAL AND GRANTING ADEQUATE PROTECTION**

This matter came to be heard on the Motion (the "**Motion**") of Extreme Plastics Plus, Inc. ("**EPP**") and EPP Intermediate Holdings, Inc. ("**Holdings**"), as debtors-in-possession (the "**Debtors**"), for the entry of an order (A) authorizing the Debtors to use certain "Cash Collateral" (as defined in Section 363(a) of the United States Bankruptcy Code, 11 U.S.C. §101, *et. seq.* (the "**Bankruptcy Code**") and hereinafter referred to as "**Cash Collateral**"), all of which Cash Collateral is presently subject to security interests, liens, mortgages, and rights of set-off claimed by Citizens Bank of Pennsylvania as agent (the "**Agent**"), pursuant to that certain Amended and Restated Credit Agreement dated September 3, 2014 among the Debtors, the Agent, and the other lenders party thereto (collectively with the Agent in its capacity as a lender, the "**Lenders**"), and, in connection with that authorization, (B) granting certain substitute and additional liens and other relief for the benefit of the Agent for the benefit of the Lenders.

¹ The Debtors (including the last four digits of their Federal tax identification numbers) are the following two entities: Extreme Plastics Plus, Inc. (6913) and EPP Intermediate Holdings, Inc. (6129). The location of the Debtors' corporate headquarters and service address is: 360 Epic Circle Dr., Fairmont, WV 26554.

THE COURT HAS BEEN ADVISED THAT THE DEBTORS (BUT NOT THE CREDITORS' COMMITTEE) AND THE AGENT HAVE STIPULATED TO THE FOLLOWING:

A. On or about September 3, 2014, the Agent, the Lenders, and EPP entered into (1) the Credit Agreement referenced above (as such agreement has been amended from time to time, the "Credit Agreement"), and, with Holdings, (2) various security and other agreements and documents in connection with the Credit Agreement (as such agreements and documents have been amended from time to time, and, together with the Credit Agreement and other agreements contemplated by the Credit Agreement, the "Prepetition Loan Documents"). Pursuant to the Prepetition Loan Documents, the Lenders agreed to make, and have made, various advances and other financial accommodations to EPP, and, as a result thereof and the guarantee thereof by Holdings, on the Petition Date, the Debtors were indebted to the Lenders pursuant to the Prepetition Loan Documents in the aggregate amount of approximately \$50 million (such aggregate amount, together with all interest, fees, costs, expenses, and other amounts now or hereafter owing or accruing pursuant to the Prepetition Loan Documents and the other agreements entered into by the Debtors in connection therewith, including, without limitation, all cash management, swap, and credit card obligations owed to the Agent under agreements and documents entered into by either Debtor at any time, are collectively referred to hereinafter as the "Prepetition Indebtedness").

B. The Prepetition Indebtedness is secured by substantially all of the Debtors' real and personal property, and all products, rents, profits, and proceeds of the foregoing, pursuant to agreements and documents between or among the Debtors and the Agent on behalf of the Lenders (as such documents may have been amended from time to time (collectively, the

"Prepetition Security Documents," and all such collateral immediately prior to the Petition Date being referred to herein as the "Prepetition Collateral").²

C. The Agent, on behalf of the Lenders, asserts that the security interests in and liens and mortgages upon the Prepetition Collateral were properly perfected prior to ninety (90) days preceding the Petition Date, and such security interests, liens, and mortgages are valid, choate, enforceable, non-avoidable, and of first priority (subject only to certain "Permitted Liens", as defined in the Credit Agreement).

D. Pursuant to the Prepetition Loan Documents, the Prepetition Security Documents, and the other documents and agreements related to each of the foregoing (collectively, including the Prepetition Loan Documents, the "Prepetition Agreements"), the Agent and the Lenders have a security interest in, inter alia, the cash proceeds of, and rents, products, and profits from, the Prepetition Collateral. Cash proceeds, rents, products, and profits of the Prepetition Collateral that come into the possession, custody, or control of the Debtors constitute Cash Collateral.

E. The Agent has indicated a willingness to consent to the Debtors' use of Cash Collateral for a limited period of time and only pursuant to the terms of this Order, on the condition that the Court, pursuant to sections 361 and 363 of the Bankruptcy Code, provides to the Agent, on behalf of the Lenders, (1) a security interest in and lien and mortgage upon all of the property of the Debtors and their estates (the "Estates"), whether now existing or hereafter acquired or arising, except as provided herein, and (2) the other relief accorded the Agent and the Lenders pursuant to this Order.

² To the extent that certain assets of the Debtors were not subject to the prepetition perfected unavoidable liens of the Agent or Lenders prior to the Petition Date, such assets shall not be deemed to constitute Prepetition Collateral.

F. The Debtors, on behalf of themselves and any successors (but not the Creditors' Committee), in consideration of the Agent's consent to the use of Cash Collateral according to the terms of this Order, (1) agree not to contest the validity or enforceability of the Prepetition Indebtedness or the Agent's or any Lender's security interests, mortgages, or liens in the Prepetition Collateral, or the proceeds, rents, products, or profits thereof, (2) agree not to assert any claim against any of the Agent or the Lenders, including the Agent in its capacity as a Lender, including any set-offs and counterclaims with respect to the Prepetition Indebtedness, and (3) waive any and all claims they may have to seek avoidance of the Lenders' or the Agent's, including the Agent in its capacity as a Lender, claims or security interests in and mortgages and liens on the Prepetition Collateral or the proceeds, rents, products, or profits thereof. None of the Debtors' acknowledgements or assertions regarding the amount of the Agent's or Lenders' claims or the collateral therefor, the assets that makeup the Prepetition Collateral or the Postpetition Collateral, or the validity or perfection of the Agent's or Lenders' liens are binding upon the Debtors' creditors or the Creditors' Committee (hereinafter defined).

BASED UPON THE MOTION, THE RECORD BEFORE THE COURT AND THE COMBINED CONSENT OF THE DEBTORS AND THE AGENT TO THE ENTRY OF THIS ORDER, THE COURT FINDS AS FOLLOWS:

i. Petition Date. On January 31, 2016 (the "Petition Date"), the Debtors filed petitions for relief under chapter 11 of the Bankruptcy Code (the "Bankruptcy Code"). Pursuant to sections 1107 and 1108 of the Bankruptcy Code, the Debtors have retained possession of their property and are authorized thereby, as a debtor-in-possession, to continue the operation and management of their business.

ii. Jurisdiction and Venue. Pursuant to 28 U.S.C. §§ 157(b) and 1334, this Court has jurisdiction over these proceedings and over the persons and property affected hereby. Pursuant to 28 U.S.C. § 157(b)(2), this Court's consideration of the Motion is a core proceeding. Pursuant to 28 U.S.C. §§ 1408 and 1409, venue for the Chapter 11 Cases and proceedings on the Motion is proper in this District.

iii. Committee Formation. On February 10, 2016, the U.S. Trustee appointed a statutory committee of unsecured creditors (the "Creditors' Committee").

iv. Interim Hearings. On February 3, 2016, the Court conducted an initial interim hearing on the Motion and thereafter entered the Interim Order Authorizing the Use of Collateral and Granting Adequate Protection (Docket No. 29) (the "First Interim Order"). Counsel for the Agent appeared at this initial interim hearing and consented to the use of certain Cash Collateral up to the amount stated in the First Interim Order and provided that such use was conditioned upon the First Interim Order imposing certain conditions and granting certain relief for the benefit of the Agent and the Lenders. On February 25, 2016, the Court conducted a second interim hearing on the Motion and thereafter entered the Second Interim Order Authorizing the Use of Collateral and Granting Adequate Protection (Docket No. 133) (the "Second Interim Order"). Counsel for the Agent appeared at this second interim hearing and consented to the use of certain Cash Collateral up to the amount stated in the Second Interim Order and provided that such use was conditioned upon the Second Interim Order imposing certain conditions and granting certain relief for the benefit of the Agent and the Lenders. On March 11, 2016, the Court conducted a third interim hearing on the Motion and thereafter entered the Third Interim Order Authorizing the Use of Collateral and Granting Adequate Protection (Docket No. 181) (the "Third Interim Order"). Counsel for the Agent appeared at

this third interim hearing and consented to the use of certain Cash Collateral up to the amount stated in the Third Interim Order and provided that such use was conditioned upon the Third Interim Order imposing certain conditions and granting certain relief for the benefit of the Agent and the Lenders.

v. Notice. In compliance with Bankruptcy Rule 4001(b), the Debtors have provided notice to (1) counsel to the Agent, (2) the twenty (20) largest unsecured creditors of the Debtors as set forth on the schedule filed by the Debtors pursuant to Bankruptcy Rule 1007(d) or counsel to the Creditors' Committee, as appropriate, (3) the United States Trustee for the District of Delaware (the "United States Trustee"), and (4) all parties who had at the time requested in this matter pursuant to Bankruptcy Rule 2002 of (a) the hearing to be held in connection with the Second Interim Order by serving upon them, by First Class U.S. Mail on February 5, 2016, the Notice of Entry of Interim Order Authorizing the Use of Cash Collateral and Granting Adequate Protection (Docket No. 40), (b) the hearing to be held in connection with the Third Interim Order by serving upon them, by First Class U.S. Mail on February 26, 2016, the Notice of Entry of Second Interim Order Authorizing the Use of Cash Collateral and Granting Adequate Protection (Docket No. 138), and (c) the hearing to be held in connection with the Fourth Interim Order by serving upon them, by First Class U.S. Mail on March 15, 2016, the Notice of Entry of Third Interim Order Authorizing the Use of Cash Collateral and Granting Adequate Protection (Docket No. 183). Such notices were adequate and sufficient under the circumstances and under Bankruptcy Rule 4001(b), and that no further or other notice need be given.

vi. On April 5, 2016, the Court conducted a fourth interim hearing on the Motion. Counsel for the Agent appeared at this fourth interim hearing and consented to the use of certain Cash Collateral up to the amount stated in this Order (the "Order"), provided that such use is

conditioned upon the entry of an order in the present form imposing certain conditions and granting certain relief for the benefit of the Agent and the Lenders as set forth herein.

vii. Use of Cash Collateral. The Debtors require Cash Collateral for the payment of, inter alia, wages, salaries and operating expenses, the purchase of inventory, equipment and supplies, and to meet other expenses necessary to preserve the value of their assets and their business as a going concern.

viii. Agent's Agreement to Consent to Use of Cash Collateral. The Agent will not consent to the usage of Cash Collateral except on the terms and conditions contained in this Order and is relying on such terms and conditions in agreeing to the Debtors' use of Cash Collateral on the terms hereof. It is necessary and appropriate for the Debtors to grant to the Agent, for the benefit of the Lenders, liens, security interests, and mortgages in the property of the Debtors' estates as set forth in this Order and to provide the Agent and the Lenders the other rights and protections set forth herein, provided however that it is not shown at some later date that the prepetition liens, security interests, and mortgages of the Agent, for the benefit of the Lenders, in the Debtors' prepetition assets, are unperfected or are set aside.

ix. Security Liens and Liens of Other Entities. The security interests, liens, and mortgages granted in this Order to the Agent, for the benefit of the Lenders, do not impair the valid and perfected security interests and liens, if any, of any holder of a security interest or lien in the property of the Estate other than the Agent, on behalf of the Lenders.

x. Good Cause. Good cause has been shown for the entry of this Order, and entry of this Order is in the best interests of the Debtors, their creditors, and the Estates. The terms of the use of Cash Collateral authorized hereby are fair under the circumstances and reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties.

xi. Good Faith. The Agent, on behalf of the Lenders, and the Debtors have (1) negotiated the terms and conditions of this Order in good faith and at arms-length and (2) offered sufficient evidence of the Agent's and the Lenders' good faith in agreeing to this Order and the Debtors' use of the Lenders' Cash Collateral on the terms set forth herein on an interim basis.

NOW THEREFORE, IT IS HEREBY ADJUDGED, ORDERED AND DECREED:

1. Motion Granted. The Motion is granted in accordance with the terms and conditions as set forth in this Order. For purposes of this Order, the term "Cash Collateral" includes all "cash collateral" as defined by section 363 of the Bankruptcy Code, all deposits subject to setoff, and all cash arising from the collection or other conversion to cash of property of the Debtors in which the Agent or any Lender has a security interest, lien, or mortgage, whether those security interests, liens, or mortgages existed as of the commencement of these proceedings or arise thereafter pursuant to this Order, and whether the property converted to cash existed as of the commencement of these proceedings or arose or was generated thereafter.

2. Cash Collateral Use. Subject to the terms and conditions contained in this Order and the reservations of rights stated on the record at the hearing on March 11, 2016, which are incorporated herein by reference, the Debtors may use or consume Cash Collateral only (a) in accordance with the budget attached hereto as Exhibit A (the "Budget"), including the weekly and category limits set forth therein; (b) to make those payments to the Agent required by the terms of this Order; and (c) in compliance with the other terms of this Order. The period in which the Debtors may use Cash Collateral will commence on the date of this Order and continue through the earlier of (x) 5:00 p.m. (Wilmington Time) on May 6, 2016, and (y) the time when the Agent's consent to the Debtors' use of Cash Collateral is terminated pursuant to

the terms of this Order (the "Budget Period"). Notwithstanding the foregoing, all fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee under section 1930(a) of title 28 of the United States Code, plus interest at the statutory rate, shall in no way be subject to the Budget.

3. Limitations on Use. Notwithstanding anything to the contrary herein, no Cash Collateral may be used to compensate professional services rendered or expenses incurred in connection with, directly or indirectly, (a) the modification, stay, or amendment of this Order without the consent of the Agent, or (b) a violation, breach, or default of this Order or any provision of the Prepetition Loan Documents made applicable to this proceeding by this Order, including, without limitation, any claim or action the purpose of which is to seek, or the result of which would be to obtain, any relief (i) invalidating, setting aside, avoiding, or subordinating, in whole or in part, the Prepetition Indebtedness or the Agent's or any Lender's liens or security interests or mortgages in the Prepetition Collateral, or (ii) preventing, hindering, or otherwise delaying, whether directly or indirectly, the Agent's or the Lenders' assertion, enforcement, or realization upon any Collateral as permitted by this Order or the Prepetition Loan Documents.

4. Termination of Cash Collateral Usage. The Agent will have the right to terminate the Debtors' ability to use Cash Collateral pursuant to the terms of this Order upon (a) a default in the performance of any obligation of the Debtors hereunder, (b) the modification, stay, or amendment of this Order without the consent of the Agent, (c) the institution of any claim or action the purpose of which is to seek or the result of which would be to obtain any relief (i) invalidating, setting aside, avoiding, or subordinating, in whole or in part, the Prepetition Indebtedness or the Agent's or any Lender's liens, mortgages, or security interests in the Collateral (hereinafter defined), (ii) preventing, hindering, or otherwise delaying, whether

directly or indirectly, the Agent's or any Lender's assertion, enforcement, or realization upon any Collateral as permitted by this Order, or (iii) otherwise seeking relief against the Agent or any Lender without its consent, (d) the conversion or dismissal of any of the Debtors' bankruptcy cases, or (e) the institution by the Debtors of an action to seek that the Court grant or impose, under section 364 of the Bankruptcy Code or otherwise, liens, security interests, or mortgages on any of the Collateral equal or superior to the Agent's or any Lender's liens, security interests, or mortgages on that property.

5. Notice of Termination of Cash Collateral Use. Notwithstanding the foregoing, upon the occurrence of any of the events described in paragraph 4 (other than those events described in subsection (b) thereof), the Agent's consent to the use of Cash Collateral will not terminate until 8:00 a.m. (Wilmington Time) on the fourth day after the day on which the Agent provided written notice (by facsimile or otherwise) of its termination of such consent (the "Termination Notice") to (a) the Debtors and their counsel, (b) counsel of record for the Creditors' Committee and (c) the United States Trustee.

6. Adequate Protection Liens. As protection for the Agent's and Lenders' interests as of the Petition Date in the Prepetition Collateral, solely to the extent there is a diminution in value of the pre-petition collateral which is the result of, or arises from, or is attributable to, the imposition of the automatic stay, or the use, sale or lease of such pre-petition collateral, and subject to the limitations set forth in this paragraph 6 and the reservations of rights stated on the record at the hearing on March 11, 2016, which are incorporated herein by reference, the Agent, for the benefit of the Lenders, is hereby granted, pursuant to sections 361 and 363 of the Bankruptcy Code, a valid, choate, perfected, enforceable and non-avoidable first priority security interest in, and lien and mortgage upon (collectively, the "Adequate Protection Liens") all

assets and property of the Debtors and the Estates, of any kind or nature whatsoever, whether now existing or hereafter acquired or arising, and all proceeds, rents, products, or profits thereof (collectively, the "Postpetition Collateral" and, together with the Prepetition Collateral, the "Collateral"), including, without limitation, the Prepetition Collateral owned by the Debtors as of the Petition Date and all proceeds, rents, products, or profits thereof. Notwithstanding the preceding sentence, (a) the Agent is not hereby granted a security interest or lien (including, without limitation, an Adequate Protection Lien) in any cause of action of the Debtors' estates arising solely under sections 544, 545, 547, 548 or 549 of the Bankruptcy Code, (b) the Adequate Protection Liens shall be subject to valid, perfected, enforceable and non-avoidable liens and security interests in the Debtors' assets held by parties other than the Agent as of the Petition Date that were superior in priority to the Prepetition Liens as of the Petition Date, and (c) such security interest, lien, and mortgage (including, without limitation, any Adequate Protection Lien) in the Postpetition Collateral is conditioned upon the Agent holding valid, perfected and unavoidable liens and security interests in the Prepetition Collateral. The Adequate Protection Liens shall secure payment of Prepetition Indebtedness in an amount equal to any diminution in value of the interest of the Agent (on behalf of the Lenders) in the Prepetition Collateral that occurs during the pendency of the Debtors' chapter 11 cases, whether such diminution is a consequence of (a) the Debtors' use of Collateral (including the Debtors' consumption of Cash Collateral), (b) depreciation of, or price fluctuation in, the Collateral, (c) the conversion of such Prepetition Collateral into Postpetition Collateral or (d) any other action, event, or circumstance (collectively, the "Adequate Protection Obligation").

7. Adequate Protection Lien Priority. The Adequate Protection Liens shall be superior in priority to the security interests, liens and mortgages of the Agent and any Lender existing prior to the Petition Date.

8. Administrative Claim Status of Adequate Protection Obligation. The Adequate Protection Obligation shall be afforded status as an administrative priority under section 503(b) of the Bankruptcy Code.

9. Non-Impairment of Adequate Protection Liens. The Adequate Protection Liens shall not be modified, altered or impaired in any manner by any plan of reorganization or order of confirmation for the Debtors or by any other financings of, extensions of credit to, or incurring of debt by, the Debtors, whether pursuant to sections 363 or 364 of the Bankruptcy Code or otherwise.

10. Adequate Protection Lien Perfection. The security interests, liens, and mortgages granted herein (a) are, and shall be, in addition to all security interests, liens, mortgages, and rights of set-off existing in favor of the Agent, for the benefit of the Lenders, on the Petition Date, and (b) are, and shall be, valid, choate, perfected, enforceable, non-avoidable, and effective as of the Petition Date without any further action by the Debtors, the Agent, or any Lender, and without the execution, filing, or recordation of any financing statements, security agreements, vehicle lien applications, mortgages, or other documents. All security interests, liens, and mortgages granted herein to the Agent (for the benefit of the Lenders) are hereby deemed perfected, and no further notice, filing, or other act shall be required to cause such perfection. If the Agent shall, in its sole discretion, choose to file financing statements, mortgages, or other documents or otherwise confirm perfection of such security interests, liens, or mortgages, the Agent will be authorized to effect such filings and recordations, and all such financing

statements, mortgages, or similar documents shall be deemed to have been filed or recorded at the time and on the date of entry of this Order. A photocopy of this Order may, in the discretion of the Agent, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, notices of lien, or similar instruments, and all filing offices are hereby directed to accept such copy of this Order for filing and recording. If the Agent hereafter requests the Debtors to execute and deliver to the Agent financing statements, mortgages, or other instruments or documents considered by the Agent to be necessary or desirable to further evidence the perfection of the liens, security interests, or mortgages granted in this Order, the Debtors are hereby authorized and directed to execute and deliver those financing statements, instruments, and documents.

11. Sections 506(c) and 522(b) of the Bankruptcy Code. Nothing contained in this Order or otherwise, and no action or inaction of the Agent or any Lender, shall be deemed to be a consent by the Agent or any Lender to any charge, lien, assessment, or claim against the Collateral under sections 506(c) or 552(b) of the Bankruptcy Code or otherwise. Nothing contained in this Order or otherwise, and no action or inaction of the Debtors or the Creditors' Committee shall be deemed to be a waiver by the Debtors or the Creditors' Committee to assert a charge, lien, assessment, or claim against the Collateral under sections 506(c) or 552(b) of the Bankruptcy Code or otherwise.

12. No Limitation on Prepetition Collateral or Prepetition Indebtedness. Nothing in this Order shall in any way restrict the scope of the Agent's or any Lender's prepetition liens, security interests, mortgages, rights of set-off, or claims with respect to the Prepetition Indebtedness or the Prepetition Collateral, or the proceeds, rents, products, or profits thereof, and the Agent's and any Lender's liens, security interests, and mortgages on the Prepetition Collateral

and the proceeds, rents, products, and profits thereof, shall extend to the fullest extent permitted by section 552(b) of the Bankruptcy Code. Cash proceeds of the Prepetition Collateral that come into the possession, custody, or control of the Debtors constitute Cash Collateral.

13. Adequate Protection Payments. The Debtors shall pay to the Agent (for the benefit of the Lenders) the following: (a) on or before April 15, 2016, \$600,000; (b) within one business day of the delivery of the "Borrowing Base" report, any additional cash amount necessary to have the Debtors comply with the "Borrowing Base" (as defined herein); and (c) all proceeds of the sale, lease or other disposition of the Collateral outside the ordinary course of business. Any amount paid to the Agent described in paragraph 13(c) is subject to disgorgement if it is subsequently shown that the Agent did not hold valid, perfected and unavoidable prepetition liens on the item of Collateral from which the payment derived.

14. Borrowing Base. Borrowing base reporting shall be on no less than a weekly basis, and the Debtors shall calculate a new borrowing base on a 4-week average basis (the "Borrowing Base"), which shall be the existing borrowing base, adjusted as follows: as to Accounts Receivable, existing eligibility up to \$500,000 for over 90 days but less than 120 days as an add-back to eligible A/R will be suspended and refreshed invoices will be ineligible, which reporting shall be provided to the Agent and the Creditors Committee contemporaneously.

15. Compliance With Certain Other Representations and Warranties. With respect to the following items, the Debtors shall fully comply with their obligations and shall not breach any material representation or warranty as such material representation or warranty is set forth in the Prepetition Loan Documents: (a) access to the Debtors' books and records and the Prepetition Collateral, which provisions shall be deemed to apply to all of the Collateral; (b) financial and other reporting; (c) inspections and audits; (d) maintenance and preservation of

Prepetition Collateral, which provisions shall be deemed to apply to all of the Collateral; (e) operations; and (f) the other provisions therein. Notwithstanding the preceding sentence, the Debtors will have no obligation to comply with representations as to the absence of any bankruptcy proceeding or provisions requiring the payment of money to the Agent or any Lender (except as required by this Order) or establishing any financial covenants (other than as required under this Order).

16. Additional Reporting. The Debtors will provide the following reports to the Agent and the Creditors' Committee on or before Tuesday of each week.

- (i) 13 Week Cash Flow and Liquidity Forecast. Weekly, rolling 13 week cash flow and liquidity forecast, including variance analysis from the previous forecast.
- (ii) Flash Report. Weekly flash report that includes working capital matrix, labor trends, utilization of rental equipment by category, weekly sales report by business line and new business opportunities.

17. Sale Related Covenants. The Debtors covenant to the following milestones for the marketing and sale of substantially all of the Debtors' assets; provided that nothing in this paragraph 17 impairs any rights of the Agent or the Creditors' Committee set forth in the Bankruptcy Code or any other order of the Bankruptcy Court with respect to the marketing or sale of any of the Debtors' property.

- (i) Marketing Materials. No later than April 20, 2016, the Debtors shall distribute "teasers" and other marketing materials (the "Sale Process Marketing Materials") that are typical and customary in a chapter 11 sale process for companies of a similar size and financial state as the Debtors. The Debtors shall consult with the Creditors' Committee and the Agent with respect to the Sale Process Marketing Materials, and the Sale Process Marketing Materials shall be in a form and substance reasonably acceptable to the Agent.
- (ii) Confidential Information Memo. No later than April 27, 2016, the Debtors shall distribute a confidential information memorandum (the "Confidential Information Memo") to potential buyers. The Debtors shall consult with the Creditors' Committee and the Agent with respect to

the Confidential Information Memo, and the Confidential Information Memo shall be in a form and substance reasonably acceptable to the Agent.

- (iii) Excess Inventory Liquidation. No later than April 29, 2016, the Debtors shall present a written plan to the Agent (with a copy to the Creditors' Committee) to liquidate their excess inventory and equipment (the "Excess Inventory/Equipment Liquidation Plan") that sets forth the process, including the hiring of a liquidator or similar professional, by which the Debtors intend to liquidate their excess inventory and equipment. The Debtors shall consult with the Creditors' Committee and the Agent with respect to the Excess Inventory/Equipment Liquidation Plan, and the Excess Inventory/Equipment Liquidation Plan shall be in a form and substance reasonably acceptable to the Agent.

18. Collections and Disbursements. The Debtors shall promptly deposit all cash receipts, Cash Collateral and all proceeds from the sale or other disposition of the Collateral and all other proceeds of such collateral of any kind that is now, or later comes into, the Debtors' possession or control or to which any of the Debtors is now, or later becomes entitled to, only into accounts approved in writing by the Agent.

19. Reservation of Agent's and Lender's Rights. Nothing contained in this Order shall be deemed a finding with respect to adequate protection (as that term is defined in section 361 of the Bankruptcy Code) of the interests of the Agent or any Lender. In addition, the entry of this Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair, any of the rights, claims or privileges of the Agent or any Lender.

20. Reservation of Creditors' Committee's Rights. Nothing contained in this Order shall be deemed a finding with respect to entitlement to adequate protection (as that term is defined in section 361 of the Bankruptcy Code) of the interests of the Agent or any Lender. In addition, the entry of this Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair, any of the rights, claims or privileges of the Creditors' Committee.

21. Payment of Compensation. Nothing in this Order will be construed as consent to the allowance of any professional fees or expenses of any of the Debtors, the Creditors' Committee or of any other person (other than with respect to the professional fees or expenses of the Agent and the Lenders) or will affect the right of the Agent or the Lenders to object to the allowance and payment of such fees and expenses or to permit the Debtors to pay any such amounts not set forth in the Budget.

22. Automatic Stay. The automatic stay provisions of section 362 of the Bankruptcy Code are hereby vacated as to the Agent and any Lender to the extent necessary to implement the terms of this Order and to permit the Agent to implement the provisions hereof, including, without limitation, permitting the Agent, inter alia, (a) to receive and apply collections, payments or proceeds of Collateral and (b) to file any financing statements or other instruments and documents, if any, evidencing its security interests in and liens and mortgages on the Collateral.

23. Binding Effect. The provisions of this Order will be binding upon and inure to the benefit of the Agent, the Lenders and the Debtors and each of the foregoing's respective successors and assigns (including any trustee or other fiduciary hereinafter appointed as a legal representative of the Debtors or with respect to the property of the estates of the Debtors) whether in these chapter 11 cases, in any successor cases or upon dismissal of any such chapter 11 or chapter 7 Case.

24. No Waiver. The failure of the Agent or the Lenders to seek relief or otherwise exercise their respective rights and remedies under, as applicable, the Prepetition Loan Documents, the First Interim Order, the Second Interim Order, the Third Interim Order, this Order or otherwise will not constitute a waiver of any of the Lenders' or Agent's rights, as applicable, hereunder, thereunder or otherwise. Notwithstanding anything expressly or

implicitly contained herein or otherwise arising under the Bankruptcy Code or under non-bankruptcy law, the entry of this Order is without prejudice to, and does not constitute a waiver of or otherwise impair, any of the rights, claims or privileges (whether legal, equitable or otherwise) of the Agent or the Lenders, including, without limitation, the rights of the Agent and the Lenders to (i) request conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (ii) request dismissal of any of the Chapter 11 Cases; (iii) request the appointment of a trustee in any of the Chapter 11 Cases; or, (iv) subject to the provisions of section 1121 of the Bankruptcy Code, propose a chapter 11 plan; provided that all entities reserve their rights with respect to any such rights, claims and privileges.

25. No Third Party Rights. Except as explicitly provided for herein and except for the Carve-Out, this Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect or incidental beneficiary.

26. Enforceability. Pursuant to Bankruptcy Rule 7052, this Order constitutes findings of fact and conclusions of law and will take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon execution hereof.

27. Objections Overruled. To the extent not withdrawn or resolved, all objections to the Motion are hereby overruled.

28. No Waivers or Modification of This Order. The Debtors irrevocably waive any right to seek any modification or extension of this Order without the prior written consent of the Agent and no such consent will be implied by any other action, inaction or acquiescence of the Agent. If any or all of the provisions of this Order are hereafter modified, vacated, or stayed by subsequent order of this or any other Court, such stay, modification, or vacation shall not affect (a) the validity of any benefit granted to the Agent or any Lender pursuant to this Order with

respect to any Cash Collateral released by the Agent to the Debtors prior to the later of (i) the effective date of such stay, modification, or vacation, and (ii) receipt of written notice thereof by counsel to the Agent (the "Effective Time"), or (b) the validity and enforceability of any lien, security interest, mortgage, or priority authorized hereby. Notwithstanding any such stay, modification, or vacation, any release of Cash Collateral made pursuant to this Order by the Agent prior to the Effective Time shall be governed in all respects by the original provisions of this Order.

29. Resolution of PACCAR Objection. Notwithstanding anything to the contrary in this Order, Extreme Plastics Plus, Inc. is authorized to and shall pay PACCAR Financial Corp. the monthly installments in accordance with the retail installment contract dated June 9, 2014, during the chapter 11 cases as long as Extreme Plastics Plus, Inc. retains possession of the property subject to such contract or until further order of the Court with respect thereto; provided that all parties reserve all rights with respect to such contract, and PACCAR Financial Corp. is authorized to and shall keep the amounts that Extreme Plastics Plus, Inc. paid to PACCAR Financial Corp. in February 2016.


30. Notice Provisions. The Debtors shall, on or before two business days after the date of entry of this Order, serve by regular mail, copies of a notice of entry of this Order, together with a copy of this Order, to each of the Agent and its counsel, counsel to the Creditors' Committee, the United States Trustee, state and federal taxing authorities, any other persons which the Debtors know are entitled to notice under Bankruptcy Rule 4001(b) as of such date, and any other party-in-interest for which counsel to the Debtors has received a written request in this case before 2:00 p.m. (Wilmington Time) on such date to receive such pleadings. A final

hearing shall be held on the Motion and any objections thereto on May 2, 2016 at 11:00 a.m. prevailing Eastern time.

31. Debtors' Authority to Effectuate Relief. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

32. Court Retains Jurisdiction. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: April 6, 2016



Honorable Christopher S. Sontchi
United States Bankruptcy Judge

Exhibit A

Budget

Extreme Plastics Plus
Consolidated Cash Flow Budget

Week Number Week Ending	Actual 02/05/16	Actual 02/12/16	Actual 02/19/16	Actual 02/26/16	Actual 03/05/16	Actual 03/11/16	Actual 03/18/16	Actual 03/25/16	Forecast 04/01/16	Forecast 04/08/16	Forecast 04/15/16	Forecast 04/22/16	Forecast 04/29/16	Forecast 05/06/16	Total 14 Week Forecast
Reg Operating Cash Balance	5,536,568	6,105,473	6,379,553	7,035,908	7,280,383	7,141,686	7,940,837	8,567,968	9,239,110	8,151,131	7,401,814	8,093,307	8,696,079	5,401,079	5,536,568
Collectibles															
Cash Receipts	312,781	2,137,583	692,308	242,954	2,007,822	1,637,873	1,419,112	1,594,881	728,000	900,000	1,300,000	950,000	800,000	800,000	15,323,324
Cash Received not Deposited	1,062,201	(1,062,201)	407,191	1,098,879	(1,497,070)	-	485,005	-	-	-	-	-	-	-	718,205
Cash from Equipment Sales	-	-	-	-	233,200	-	-	-	-	-	-	-	-	-	-
Total Cash Received	1,374,982	1,075,382	1,099,499	1,332,833	743,952	1,637,873	1,904,117	1,594,881	728,000	900,000	1,300,000	950,000	800,000	800,000	16,041,529
Total Available Cash	6,911,550	7,180,856	7,479,052	8,368,741	8,024,335	8,779,559	8,844,954	10,162,769	9,967,110	9,051,131	8,401,814	7,943,307	8,296,079	5,201,079	21,578,057
Payments:															
Payroll	319,344	311,498	274,685	296,824	289,575	291,071	270,657	285,468	335,000	275,000	275,000	275,000	275,000	275,000	4,056,173
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Professional Fees	25,000	-	-	-	-	-	-	-	100,000	24,344	-	-	-	-	149,344
Principal & Interest	4,819	-	-	600,000	228,194	221,617	285,157	472,518	868,326	929,973	1,353,507	282,228	-	-	5,056,439
Operating Disbursements															
Rent	-	-	63,654	-	53,906	-	-	1,011	53,906	-	-	-	-	-	-
Insurance Payments	107,415	-	-	-	197,415	-	-	197,415	100,000	-	-	120,000	-	52,975	789,660
Credit Card	121,236	-	-	-	109,078	109,078	12,005	17,272	15,000	15,000	15,000	15,000	15,000	15,000	450,314
Universal Fleet	36,193	-	11,574	17,402	5,528	17,388	12,005	46,736	15,000	5,000	5,000	5,000	5,000	5,000	207,362
Benefits	5,232	-	5,475	-	8,831	-	-	7,211	-	-	-	-	-	-	92,274
Utilities	-	-	-	-	-	-	1,578	-	-	-	-	-	-	-	7,211
Bank Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,578
Accounts Payable - All Other	96,237	489,815	87,746	174,053	88,019	169,748	307,649	295,948	543,747	700,000	650,000	550,000	600,000	650,000	5,533,652
Total Operating Disbursements	456,913	489,315	168,449	191,494	354,699	326,214	321,232	585,563	712,653	720,000	570,000	790,000	820,000	820,390	7,307,452
Total Disbursements	806,076	801,313	443,143	1,083,358	882,469	838,902	877,046	1,323,679	1,816,979	1,949,317	2,308,507	1,347,228	895,000	1,195,390	16,572,408
Net Change in Cash	568,905	274,070	859,359	244,475	(138,517)	798,971	1,027,071	271,262	(1,087,979)	(1,048,317)	(1,006,507)	(397,228)	(296,000)	(386,390)	(530,879)
Proj End Op Cash Balance	6,106,473	6,379,653	7,035,908	7,280,383	7,141,686	7,940,837	8,567,968	9,239,110	8,151,131	7,401,814	6,093,307	5,896,079	5,401,079	5,005,689	5,005,689