

## DEBTOR-IN-POSSESSION LOAN AND SECURITY AGREEMENT

This Debtor-In-Possession Loan and Security Agreement (the "Agreement") is dated as of November \_\_, 2009 between Premium Protein Products, L.L.C., a Kansas limited liability company ("Borrower" or "PPP") and PPP Holdings, LLC, a Delaware limited liability company ("Co-Borrower" or "PPP Holdco," and together with PPP, the "Borrowers") and Wisconsin Community Bank, Heartland Business Bank Branch ("Lender").

### INTRODUCTORY STATEMENT

On November 10, 2009 (the "Petition Date" herein), the Borrower and Co-Borrower (collectively, the "Debtors") filed voluntary petitions (the "Petitions") for relief under Chapter 11 of the Bankruptcy Code (as defined herein) in the United States Bankruptcy Court for the District of Nebraska ("Bankruptcy Court"), case numbers 09-43291 and 09-43292 respectively. As of the date of this Agreement, Debtors have filed a motion in the Bankruptcy Court seeking the joint administration of their respective bankruptcy cases. Borrowers have continued in possession of their respective assets and in the management of their respective businesses pursuant to Bankruptcy Code §§ 1107 and 1108.

Borrowers have requested that Lender provide credit pursuant to the terms hereof in an aggregate principal amount not to exceed \$300,000 which will be available for the purposes described in this Agreement.

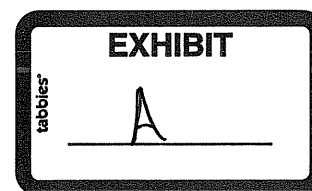
Lender has agreed to extend the requested credit facility (the "DIP Loan"), the proceeds of the DIP Loan (as defined herein) will be used to provide working capital for Borrowers to maintain and preserve the value of their assets, including the physical plant, fixtures, and equipment located at facilities in Hastings, Nebraska (the "Hastings Plant") and Lincoln, Nebraska (the "Lincoln Plant") pursuant to the Budget (as defined herein).

To provide security for and assure the repayment of the DIP Loan and the payment of the other Obligations (as defined herein) of the Borrowers hereunder and under the other Loan Documents (as defined herein), Borrowers agree that Lender shall be entitled to the following, pursuant to this Agreement and the Orders (each as more fully described herein):

(a) an allowed administrative expense claim in the Bankruptcy Case for all sums due or to become due under this Agreement and related Loan Documents, with superpriority over all administrative expenses specified in the Bankruptcy Code, including without limitation §§ 503(b), 507(b) or 546(c) of the Bankruptcy Code, pursuant to § 364(c)(1) of the Bankruptcy Code; and

(b) pursuant to Bankruptcy Code § 364(c)(2), Borrowers shall grant to Lender perfected first priority Liens and Security Interests (as defined herein) in all present and after-acquired Property (as defined herein) of Borrowers not subject to a Lien on the Petition Date, for the purpose of securing all sums due or outstanding to Lender under this Agreement and the other Loan Documents; and

(c) pursuant to Bankruptcy Code § 364(d)(1), Borrowers shall grant to Lender perfected first priority, senior Liens on all Property of Borrowers subject to a Lien on the Petition



Date that will be senior to and will prime all Liens on the Property of the Borrowers on the Petition Date, for the purpose of securing all sums due or outstanding to Lender under this Agreement and the other Loan Documents, except that any liens or security interests held by the following entities will not be primed:

- i) De Lage Landen Financial Services, Inc.;
- ii) NMH Financial Services, Inc.;
- iii) Smurfit-Stone Enterprises, Inc.;
- iv) Axis Capital, Inc.; and
- v) Cryovac, Inc.

(collectively, the "Not-Primed Interests")

Accordingly, the parties hereto hereby agree as follows:

## SECTION 1. DEFINITIONS

1.1 Defined Terms. As used in this Agreement, the following terms shall have the meanings specified below unless the context requires otherwise. Defined terms in this Agreement shall include in the singular number the plural and in the plural number the singular.

"Accounts" means all of accounts, instruments, documents, chattel paper and general intangibles of any Borrower, whether secured or unsecured, whether now existing or hereafter created or arising, and whether or not specifically assigned to Lender, including, without limitation, all "accounts" as defined in Article 9 of the UCC.

"Advance" shall mean any advance of Loan Funds by Lender.

"Advance Request" shall mean any written request by Borrowers for an Advance pursuant to this Agreement.

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by or is under common control with, such Person. For purposes of this definition, "control" of a Person means the power, directly or indirectly, either to (a) vote 5% or more of the securities having ordinary voting power for the election of directors or managers of such Person, or (b) direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this Debtor-in-Possession Loan and Security Agreement, as amended, supplemented or otherwise modified from time to time.

"Approved Budget" shall have the meaning provided in the Interim Order or upon entry of the Final Order, the Final Order.

"Availability" shall mean, at any date for any Advance, an amount equal to the difference of (i) \$300,000 (subject to the Lender's ability, in its sole discretion, to increase such amount), minus (ii) the aggregate amount of all Advances previously made by Lender to Borrowers pursuant to this Agreement.

"Bankruptcy Case" has the meaning set forth in the preamble to this Agreement.

"Bankruptcy Code" means Title 11 of the United States Code.

"Bankruptcy Court" means the United States Bankruptcy Court for the District of Nebraska, or any other court having jurisdiction over the Bankruptcy Case from time to time.

"Borrower" has the respective meaning set forth in the preamble to this Agreement.

"Borrowers" has the respective meaning set forth in the preamble to this Agreement.

"Borrowing Date" means any Business Day specified in a notice pursuant to Section 2.1 as a date on which any Borrower requests a Loan hereunder.

"Business Day" means any day other than a Saturday, Sunday or other day on which banks in the State of Nebraska are required or permitted to close.

"Budget" means the budget of Borrowers, dated on or prior to the date of the Initial Advance, which shall be the initial budget for the initial sixty (60) day period commencing on the date of the Initial Advance without material deviation and which Lender determines in its sole discretion to be acceptable and with any such material deviation subject to prior approval of Lenders, and all subsequent Budgets provided by Borrowers to Lender pursuant to the Orders. A copy of the Budget is attached hereto as Exhibit A.

"Cash Collateral" has the meaning set forth in Bankruptcy Code §363(a).

"Chattel Paper" means all "chattel paper" as defined in Article 9 of the UCC including, without limitation, "electronic chattel paper" or "tangible chattel paper", as each term is defined in Article 9 of the UCC.

"Closing Date" means the date on which the conditions precedent to the making of the Initial Loan set forth in Section 4.1 have been satisfied or waived by Lender.

"Co-Borrower" has the respective meaning set forth in the preamble to this Agreement.

"Collateral" has the meaning set forth in Section 2.9. including, without limitation, collectively, (i) all of the Plant, the Premises, Accounts, Chattel Paper, Deposit Accounts, Documents, Equipment, General Intangibles, Goods, Instruments, Inventory, Investment Property, Intellectual Property Rights, Letter-of-Credit Rights, any Letters of Credit, all sums on deposit in any collateral account, any items in any lockbox, and all real property pledged pursuant to mortgages and deeds of trust granted pursuant hereto or granted, hereafter; together with (a) all substitutions and replacements for and products of any of the foregoing; (b) in the case of Goods, all accessions; (c) all accessories, attachments, parts, equipment and repairs no or hereafter attached or affixed to or used in connection with any Goods; (d) all warehouse receipts, bills of lading and other documents of title now or hereafter covering any such Goods; (ii) all collateral subject to the lien of any Loan Document and the orders; (iii) any money, or other assets of Debtors that now or hereafter come into the possession, custody, or control of Lender;

(iv) all of the Prepetition Collateral; (v) tax refund claims; (vi) Commercial Tort Claims; (vii) Insurance Proceeds; and (viii) the proceeds, products, rents and profits of all of the foregoing.

"Collateral Records" means books, designs, orders, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

"Collateral Support" means all Property (real or personal) assigned, hypothecated or otherwise securing any Collateral and shall include any security agreement or other agreement granting a Lien on such real or personal Property.

"Commercial Tort Claims" shall mean all of Borrowers' commercial tort claims, as such term is defined in the UCC without the requirement to specify such Commercial Tort Claim in order for the Security Interest to attach thereto.

"Confirmation Order" means an order of the Bankruptcy Court confirming a Reorganization Plan in the Bankruptcy Case.

"Contractual Obligation" means as to any Person, any provision of any security issued by such Person or of any agreement, contract, instrument or undertaking to which such Person is a party or by which it or any of the Property owned or leased by it is bound.

"Debtors" shall have the meaning set forth in the preamble to this Agreement.

"Default" means any of the events specified in Section 7 that, but for the giving of any required notice by Lender and/or the passing of time, would be an Event of Default hereunder.

"Deposit Account" means all "deposit accounts" as defined in Article 9 of the UCC.

"Documents" means all "documents" as defined in Article 9 of the UCC.

"Effective Date" shall mean the date of this Agreement.

"Equipment" means (a) all "equipment" as defined in Article 9 of the UCC and (ii) all accessions or additions thereto, all parts thereof, whether or not at any time of determination incorporated or installed therein or attached thereto, and all replacements therefore, wherever located, now or hereafter existing, including any fixtures.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, including (unless the context otherwise requires) any rules or regulations promulgated thereunder.

"ERISA Affiliate" means any Person who for purposes of Title IV of ERISA is a member of any Borrower's controlled group, or under common control with any Borrower, within the meaning of Section 414 of the IRC, the regulations promulgated pursuant thereto and the rulings issued thereunder.

"ERISA Event" means (a) the occurrence of a reportable event, within the meaning of Section 4043 of ERISA, unless the 30-day notice requirement with respect thereto has been waived by the PBGC; (b) the provision by the administrator of any ERISA Plan of a notice of intent to terminate such ERISA Plan, pursuant to Section 4041(a)(2) of ERISA (including any such notice with respect to a plan amendment referred to in Section 4041(e) of ERISA); (c) the cessation of operations at a facility in the circumstances described in Section 4068(f) of ERISA; (d) the withdrawal by any Borrower or any ERISA Affiliate from a Multiple Employer Plan (as defined in ERISA) during a plan year for which it was a substantial employer, as defined in 4001(a)(2) of ERISA; (e) the failure by any Borrower or any ERISA Affiliate to make a material payment to an ERISA Plan required under Section 302(f)(1) of ERISA; (f) the adoption of an amendment to an ERISA Plan requiring the provision of initial or additional security to such ERISA Plan, pursuant to Section 307 of ERISA; or (g) the institution by the PBGC of proceedings to terminate an ERISA Plan, pursuant to Section 4042 of ERISA, or the occurrence of any event or condition which might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, an ERISA Plan.

"ERISA Plan" means any employee benefit or other plan established or maintained, or to which contributions have been made, by any Borrower or any Subsidiary and covered by Title IV of ERISA or to which Section 412 of the IRC applies.

"Event of Default" has the meaning set forth in Section 7.

"Exclusivity Period" has the meaning set forth in Section 5.10.

"Final Order" means an order or orders of the Bankruptcy Court entered in each of the Bankruptcy Cases, after a final hearing under Bankruptcy Rule 4001(c)(2), granting final approval of the transactions contemplated by this Agreement and the other Loan Documents and granting the Liens and the Superpriority Claim described herein in favor of Lender, substantially in the form of the Interim Order, or otherwise in form and substance satisfactory to Lender, for which the time to file an appeal has expired, and no appeal or motion for rehearing has been filed, or if an appeal or motion for rehearing has been filed, but no stay has been entered. Lender may in its sole discretion elect to treat such order as a Final Order.

"Financing Statements" shall mean one or more financing statements given or authorized by Borrowers under the provisions of the UCC to Lender perfecting a security interest in the Collateral.

"Fixtures" shall mean all "fixtures" (as that item is defined in the UCC) now owned or hereafter acquired with respect to the Premises.

"GAAP" means generally accepted accounting principles in the United States of America applied on a consistent basis.

"General Intangibles" means all "general intangibles" as defined in Article 9 of the UCC, including "payment intangibles" also as defined in Article 9 of the UCC.

"Goods" means all "goods" as defined in Article 9 of the UCC.

"Governmental Authority" means any Federal, state, county, municipal or other governmental department, commission, board, bureau, agency or instrumentality or any court, in each case whether of the United States of America or a foreign country.

"Guaranty Obligation" means as to any Person, any obligation of such Person guaranteeing or in effect guaranteeing any Indebtedness, leases, dividends or other obligations (the "Primary Obligations") of any other person (the "Primary Obligor") in any manner, whether directly or indirectly, including, without limitation, any obligation of such Person, whether or not contingent (a) to purchase any such Primary Obligation or any Property constituting direct or indirect security therefore, (b) to advance or supply funds (i) for the purchase or payment of any such primary obligation or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the Primary Obligor, (c) to purchase Property, securities or services primarily for the purpose of assuring the owner of any such Primary Obligation of the ability of the Primary Obligor to make payment of such Primary Obligation, or (d) otherwise to assure or hold harmless the owner of any such Primary Obligation against loss in respect thereof, provided that notwithstanding the foregoing, the term Guaranty Obligation shall not include endorsements of instruments for deposit or collection in the ordinary course of business. The amount of any Guaranty Obligation shall be deemed to be an amount equal to the stated or determinable amount of the Primary Obligation in respect of which such Guaranty Obligation is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith.

"Hastings Mortgage" shall mean the Mortgage and Security Agreement and Fixture Financing Statement made by any Borrower in favor of Lender and creating a lien on and security interest in the Debtor's property located in Hastings, Nebraska.

"Indebtedness" means at any time and with respect to any Person, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all indebtedness of such Person for the deferred purchase price of Property or services (other than Property, including Inventory, and services purchased, and trade payables, other expense accruals and deferred compensation items arising, in the ordinary course of business, including negotiated trade terms and Chapter 11 expense accruals), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments (other than performance, surety and appeal bonds arising in the ordinary course of business), (d) all indebtedness of such Person created or arising under any conditional sale or other title retention agreement with respect to Property acquired by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such Property), (e) all Capital Lease Obligations of such Person, (f) all reimbursement, payment or similar obligations of such Person, contingent or otherwise, under acceptance, letter of credit or similar facilities, (g) all Guaranty Obligations of such Person in respect of indebtedness of others referred to in clauses (a) through (f) above, and (h) all indebtedness referred to in clauses (a) through (g) above secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien upon or in Property owned by such Person, even though such Person has not assumed or become liable for the payment of such indebtedness.

"Initial Advance" shall mean the initial Advance of Loan Funds, including amounts expended by Lender as emergency advances prior to Petition Date for insurance costs in the

amount of approximately \$18,041.13 and utility costs in the approximate amount of \$14,234.82 to protect and preserve the value of Borrowers' Collateral.

"Instruments" means all "instruments" as defined in Article 9 of the UCC.

"Insurance" means (a) all insurance policies covering any or all of the Collateral (regardless of whether Lender is the loss payee thereof), and (b) any key man life insurance policies.

"Insurance Proceeds" means all awards, payments, proceeds now or hereafter payable under any policy of insurance insuring the Debtors or property of the Debtors including but not limited to the proceeds of casualty insurance, title insurance, business interruption/rents insurance or other insurance maintained with respect to the Hastings or Lincoln locations.

"Intangibles" shall mean all "general intangibles" (as that term is defined in the UCC), now owned or hereafter acquired.

"Intellectual Property" shall mean all "intellectual property (as that term is defined in the UCC) now owned or hereafter acquired, including the patents, trademarks, trade names, servicemarks, copyrights, technology, license fees, royalty payments, know-how and processes, and goodwill which are necessary for the conduct of Borrowers' businesses as currently conducted.

"Interest Rate" means nine percent (9%) per annum.

"Interim Order" means an order or orders of the Bankruptcy Court entered in the Bankruptcy Case, after notice given and a hearing conducted in accordance with Bankruptcy Rule 4001(c), authorizing and approving the transactions contemplated by this Agreement and the other Loan Documents and granting the Liens and Superpriority Claims described herein in favor of Lender, in the form of Exhibit B or otherwise in form and substance satisfactory to Lender.

"Inventory" means all "inventory" as defined in Article 9 of the UCC.

"Investment" has the meaning set forth in Section 6.6.

"Investment Property" means all "investment property" as defined in Article 9 of the UCC.

"IRC" means the Internal Revenue Code of 1986, as amended from time to time.

"Lender" has the meaning set forth in the preamble to this Agreement.

"Liabilities" shall mean, individually and collectively, the Post-petition Indebtedness.

"Lien" means with respect to any Property, any mortgage, deed of trust, lien (statutory or other), pledge, charge, hypothecation, assignment, deposit arrangement, security interest, encumbrance or other security agreement or preferential arrangement of any kind or nature in

respect of such Property. For purposes of this Agreement and the other Loan Documents, a Person shall be deemed to own, subject to a Lien, any Property that it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement (other than an operating lease) relating to such Property.

"Lincoln Mortgage" shall mean the Mortgage and Security Agreement and Fixture Financing Statement made by Borrowers in favor of Lender and creating a lien on and security interest in the Borrowers' property located in Lincoln, Nebraska.

"Loans" mean any Advances made pursuant to this Agreement.

"Loan Funds" shall mean the sums of money Advanced under this Agreement.

"Loan Documents" means this Agreement, the Note, each Advance Request and any other instrument or agreement executed and delivered in connection herewith.

"Maximum Amount" means (i) the amount Borrowers are authorized to borrow under the Interim Order, and (ii) upon and after the entry of the Final Order, in the aggregate amount of \$300,000.00.

"Maximum Lawful Rate of Interest" means a rate of interest equal to the highest rate of interest that may be charged under applicable laws or regulations in effect from time to time.

"Material Adverse Effect" means a material adverse effect on (a) the Property, business, operations, prospects, and/or financial condition of Borrowers taken as a whole, in each case, other than such effects as result solely from (i) the commencement of the Bankruptcy Case, (ii) the existence of pre-petition claims, or (iii) defaults under such pre-petition claims, (b) the validity or enforceability of the Orders or any of the other Loan Documents, (c) the rights and remedies of Lender under the Orders and the other Loan Documents, or (d) timely payment of the principal of or interest on the Loans or other amounts payable in connection therewith.

"Maturity Date" means six (6) months from the date of the Interim Order.

"Money" means "money" as defined in the UCC.

"Mortgages" shall mean the Hastings Mortgage and the Lincoln Mortgage.

"Motion Date" means the date upon which the motion to approve this Agreement is filed with the Bankruptcy Court in the Bankruptcy Case.

"Note" means that Revolving Credit Note dated of even date herewith made by Borrowers payable to the order of Lender in the maximum principal amount of \$300,000.00, in form and substance satisfactory to Lender.

"Obligations" means (a) the principal of and interest on the Loans and the Note, (b) all other present and future, fixed or contingent, obligations and liabilities (monetary or otherwise) of the Borrowers to Lender under the this Agreement and the other Loan Documents, including, without limitation, all costs and expenses payable pursuant to Section 9.5.



"Orders" means the Interim Order and the Final Order.

"Owner" shall mean Debtors.

"Permitted Liens" means Liens permitted to exist under Section 6.2.

"Person" means any natural person, corporation, division of a corporation, partnership, trust, joint venture, association, limited liability company, other company or entity, estate, unincorporated organization or government or any agency or political subdivision thereof.

"Petition Date" means November 10, 2009.

"Post-petition Facility" shall have the meaning provided in the Interim Order or, upon entry of the Final Order, the Final Order.

"Post-petition Facility Collateral" shall have the meaning provided in the Interim Order or, upon entry of the Final Order, the Final Order.

"Post-petition Facility Lien" shall have the meaning provided in the Interim Order or, upon entry of the Final Order, the Final Order.

"Post-petition Indebtedness" shall have the meaning provided in the Interim Order or, upon entry of the Final Order, the Final Order and shall include, without limitation, the Advances and all other advances, debts, liabilities, obligations, covenants and duties owing, arising, due or payable from the Debtors to Lender of any kind or nature, whether or not evidenced by any note, letter of credit, reimbursement agreement, guaranty or other instrument or document, arising under or issued pursuant to this Agreement, any of the other Loan Documents or any Order and whether direct or indirect (including those acquired by assignment), absolute or contingent, primary or secondary, due or to be come due, existing on or after the Closing Date and however acquired or extended and whether or not of the same kind or quality or that relate to the same transactions or series of transactions, and all amendments, renewals, restatements, replacements, consolidations, or other modifications of the foregoing from time to time. The term includes all principal, interest, fees, expenses and any other amounts chargeable to Debtors under any of the Loan Documents and the Orders.

"Premises" shall mean the Real Property, Improvements, Utilities, Equipment, Fixtures and Plant together with all buildings, structures, improvements, fixtures and annexations constructed on or added to the Real Property located in Hastings, Nebraska and Lincoln, Nebraska.

"Prepetition Indebtedness" shall mean all advances, debts, liabilities, obligations, covenants and duties owing, arising, due or payable from the Borrowers to Lender of any kind or nature, whether or not evidenced by any note, letter of credit, reimbursement agreement, guaranty or other instrument or document, arising under or issued pursuant to the Prepetition Obligations.

"Prepetition Loan Documents" shall mean Credit Agreement dated as of October 5, 2004, a security agreement dated October 5, 2004, the Lincoln Mortgage, the Hastings Mortgage and

the other Loan Documents by and between Borrowers and Lender, including all amendments, renewals, restatements, replacements, consolidations, or other modifications of the foregoing from time to time.

"Prepetition Obligations" means (a) the principal of and interest on the Prepetition Indebtedness and all other present and future, fixed or contingent, obligations and liabilities (monetary or otherwise) of the Borrowers to Lender under the Prepetition Loan Documents

"Principal" shall mean the sums of money Advanced by Lender pursuant to this Agreement.

"Principal Balance" shall mean the amount of Principal remaining unpaid.

"Proceeds" means (a) all "proceeds" as defined in Article 9 of the UCC, (b) payments or distributions made with respect to any Investment Property, and (c) whatever is receivable or received when Collateral or proceeds thereof are sold, exchanged, collected or otherwise disposed of whether such disposition is voluntary or involuntary.

"Property" means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

"Receivables" means all rights to payment, whether or not earned by performance, for goods or other Property sold, leased, licensed, assigned or otherwise disposed of, or services rendered or to be rendered, including, without limitation, all such rights constituting or evidenced by any Account, Chattel Paper, Instrument, General Intangible or Investment Property, together with all of Borrowers' rights, if any, in any Goods or other Property giving rise to such right to payment and all Collateral Support and Supporting Obligations related thereto and all books and records related thereto.

"Reorganization Plan" means a plan of reorganization in the Bankruptcy Case.

"Requirements of Law" means as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitration or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"Subsequent Advance" shall mean any Advance other than the Initial Advance.

"Subsidiary" means with respect to any Person (herein referred to as the "Parent"), any corporation, partnership, limited liability company, association or other business entity (whether now existing or hereafter organized) of which at least a majority of the securities or other ownership interests having ordinary voting power for the election of directors or managers is, at the time as of which any determination is being made, owned or controlled by the Parent or one or more subsidiaries of the Parent or by the Parent and one or more subsidiaries of the Parent.

"Superpriority Claim" means an allowed administrative expense claim in all of the Bankruptcy Case for all sums due or to become due under this Agreement and the other Loan

Documents, with superpriority over all administrative expenses specified in the Bankruptcy Code, including without limitation §§ 503(b), 507(b) or 546(c) of the Bankruptcy Code, pursuant to § 364(c)(1) of the Bankruptcy Code.

"Supporting Obligation" means all "supporting obligations" as defined in Article 9 of the UCC.

"Termination Date" means the earliest to occur of (a) the Maturity Date, (b) the date of indefeasible prepayment in full by Borrowers of the Loans, (c) twenty-one (21) days following the Motion Date if the Interim Order has not been entered by the Bankruptcy Court, (d) thirty (30) days following the Motion Date if the Final Order has not been entered by the Bankruptcy Court, (e) the date of the "substantial consummation" (as defined in Bankruptcy Code §1101, but in any event no later than the effective date) of a Reorganization Plan confirmed by the Bankruptcy Court pursuant to the Confirmation Order in the Bankruptcy Case, (f) the date of the consummation of the sale of any material portion of the Collateral outside the ordinary course of business pursuant to Bankruptcy Code § 363 whether sold to Lender or another purchaser making a higher and better bid, (g) the conversion of any of the Cases to a case under Chapter 7 of the Bankruptcy Code or the appointment of a Chapter 11 trustee in any Case, or (h) Lender's acceleration of the Loans upon the occurrence of an Event of Default hereunder.

"Transfer" shall mean any sale, grant, pledge, assignment, mortgage, encumbrance, security interest, consensual lien, hypothecation, lease, transfer or divesture or otherwise of an interest in the Premises or the Borrowers.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of Nebraska or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

1.2 Terms Generally. The definitions in Section 1.1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. All references herein to Sections and Exhibits shall be deemed references to Sections and subsections of, and Exhibits to, this Agreement unless the context shall otherwise require. The use herein of the word "include" or "including" when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that are within the broadest possible scope of such general statement, term or matter. The words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole, as the same may be amended, modified or supplemented and not to any particular section, subsection or clause contained in this agreement.

1.3 Accounting Terms. Except as otherwise expressly provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP as in effect from time to time.

1.4 Computation of Time. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including", the words "to" and "until" each mean "to but excluding" and the word "through" means "to and including".

## SECTION 2. AMOUNT AND TERMS OF LOANS

2.1 Loans. Lender will make the Initial Advance and may make Subsequent Advances to Borrowers from time to time after the Closing Date until the Business Day immediately preceding the Termination Date in than aggregate principal amount not to exceed the Availability. Borrowers acknowledge and agree that Lender will not make any Advance (i) if Lender has not approved the Budget, or (ii) if any Default or Event of Default exists or would result from the making of such Advance. Each Advance shall be made on the second Business Day after Lender's receipt of Debtors' Request for such Advance and supporting documentation by causing an amount of good and immediately available funds to be credited to Borrowers in an account approved by Lender.

2.2 All Advances Constitute Single Obligation. All Advances shall constitute one general obligation of Borrowers, and shall be secured by Lender's first priority security interest in and lien upon all of the Collateral and by all other security interests, Liens, claims and encumbrances heretofore, now or at any time or the times hereafter granted by Borrowers to Lender, subject only to the Not-Primed Interests which will not be primed pursuant to 11 U.S.C. § 364(d)(1).

2.3 Use of Proceeds. Lender, in its sole discretion, shall approve the use of all proceeds hereof. Further, Borrowers agrees that they shall use the proceeds of the Loans solely to provide working capital for Borrowers to be used in accordance with the Budget, with any material deviation of more than ten percent (10%) from the budgeted amount for any individual expenditure subject to prior consent of Lender. No portion of the Loans shall be used in any way to investigate any claims against Lender or to assert any claims or defenses of any kind or character against Lender whether such claims or defenses arise under the Loans or any other loan or lease or other transaction or occurrence.

2.4 Repayment of Loans. Borrowers hereby unconditionally promise to pay to Lender the then unpaid principal amount plus interest, costs of collection, and late charges, if any, of the Loans on the Termination Date.

2.5 Interest Rate and Payment Dates. Each Loan shall bear interest for each day at the Interest Rate. If all or a portion of (i) any principal of any Loan, (ii) any interest payable thereon, or (iii) any other amount payable hereunder or under any of the other Loan Documents shall not be paid when due (whether at the stated maturity, by acceleration or otherwise), the principal of the Loans and any such overdue interest or other amount shall bear interest at the lesser of the (A) the Maximum Lawful Rate of Interest or (B) the Interest Rate plus five percent (5%), in each case from the date of such non-payment until such overdue principal, interest or other amount is paid in full.

2.6 Computation of Interest. Interest shall be calculated on the basis of a 360-day year for the actual days elapsed.

2.7 Optional Prepayment. Borrowers may at any time, without premium or penalty, prepay any Loans in whole or in part.

2.8 Application of Payments. Subject to the Orders, any payments received by Lender shall be applied (i) to any costs of collection, (ii) to late charges, (iii) to interest, (iv) to Principal Balance and (v) if any advance has been made by Lender under the terms of this Agreement, any Order or other Loan Documents to repay such advances plus interest thereon, all in such order and priority as Lender shall determine. Upon an Event of Default any monies received shall, at the option and direction of Lender, be applied to any sums due hereunder and any Loan Documents and any orders in such order and priority as Lender shall determine.

2.9 Security Interest. To secure the Obligations, Borrowers hereby pledge, assign and grant to Lender a Lien on and security interest under the provisions of the UCC (collectively referred to as the "Security Interest") in all of Borrowers' right, title and interest in all assets of Borrowers including, without limitation, the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (all of which being herein collectively referred to as the "Collateral"): (i) Accounts; (ii) Chattel Paper; (iii) Documents; (iv) General Intangibles; (v) Goods, including Equipment and Inventory; (vi) Instruments; (vii) Intellectual Property; (viii) Investment Property; (ix) Insurance, (x) Money; (xi) Receivables; (xii) Deposit Accounts; (xiii) real Property the title to which is held by a Borrowers, or the possession of which is held by any Borrower in the form of a leasehold interest; (xiv) to the extent not otherwise included above, all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and (xv) to the extent not otherwise included above, all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing as security for the repayment and performance of the Loan and all other Liabilities. Any Collateral installed in or used in the Premises will be kept on the Premises and will not be remove therefrom without the consent of Lender and may be affixed to such buildings but will not be affixed to any other real estate.

Borrowers acknowledges that, pursuant to the Orders, the Liens granted in favor of Lender in all of the Collateral shall be perfected without the recordation of any UCC financing statements, notices of Lien or other instruments of mortgage or assignment. Notwithstanding the foregoing, Borrowers shall authorize and/or execute such financing statements, instruments and notices as may be requested by Lender. Borrowers further agree that (i) Lender shall have the rights and remedies set forth in Section 8 in respect of the Collateral, and (ii) if requested by Lender, Borrowers shall execute and/or deliver to Lender any additional assignments, control agreements, leasehold mortgages, mortgages on real Property, deeds of trust, security agreements, pledge agreements, control agreements, UCC Financing Statements, and other security instruments which Lender may request or deem necessary or advisable to perfect its interests in the Collateral, including such instruments as may be recorded in the public records.

2.10 Priority and Lien. Borrowers hereby covenant, represent and warrant that, upon entry of the Interim Order (and the Final Order, as applicable), the Obligations and the Orders,

(i) pursuant to Bankruptcy Code §364(c)(1), shall at all times constitute allowed Superpriority Claims in all of the Bankruptcy Case, (ii) pursuant to Bankruptcy Code §362(c)(2), shall be secured by a perfected first-priority Lien on all previously unencumbered Collateral, and (iii) pursuant to Bankruptcy Code § 364(d)(1), shall be secured by a perfected senior, first-priority Lien on Property of the Borrowers subject to a Lien on the Petition Date.

2.11 Payment of Obligations. Upon the Termination Date (whether by acceleration or otherwise) of any of the Obligations under this Agreement or any of the other Loan Documents, Lender shall be entitled to immediate payment of all Obligations without further application to or order of the Bankruptcy Court.

2.12 Waiver of Presentment. Presentment for payment, protest and notice of non-payment are waived in connection with the enforcement of Lender's rights under the loan Documents or any Orders. Consent is given to any extension or alteration of the time or terms of payment hereof, any renewal, any release of any part or all of the security given for the payment hereof, any acceptance of additional security of any kind, and any release of, or resort to any party liable for payment hereof. To the extent permitted by law all rights and benefits of any statute of limitations, and any moratorium, reinstatement, marshalling, forbearance, valuation, stay, extension, redemption, appraisalment, exemption and homestead laws are waived in connection with the enforcement of Lender's rights under the Loan Documents or any Orders.

2.13 Note. The Advances shall be evidenced by the Note. At the time of the Initial Advance and at each time a Subsequent Advance shall be requested hereunder, a notation thereof shall be made on the books and records of Lender. All amounts recorded shall be, absent manifest error, conclusive and binding evidence of (i) the Principal amount of the Advances hereunder, (ii) any accrued and unpaid interest owing on the Advances, and (iii) all amounts repaid on the Advances. The failure to record any such amount or any error in recording such amounts shall not, however, limit or otherwise affect the obligations of Debtors under the Note to repay the Principal amount of the Advances, together with all interest accruing thereon.

2.14 Remedies Cumulative. The exercise of any one or more of the remedies provided for under the UCC shall not be construed as a waiver of any of the other rights of Lender including having any Collateral deemed part of the realty upon any foreclosure thereof.

### SECTION 3. REPRESENTATIONS

In order to induce Lender to make Loans hereunder, Borrowers hereby represent as follows:

3.1 Organization and Authority. Borrowers (a) are duly organized and validly existing under the laws of the jurisdiction of its incorporation or formation, as the case may be, and are duly qualified as a foreign corporation and either are in good standing or will be in good standing within thirty days of the date of this Agreement in each jurisdiction in which the failure to so qualify could reasonably be expected to have a Material Adverse Effect; (b) subject to the entry by the Bankruptcy Court of the Interim Order (or the Final Order, when applicable), have the requisite corporate power and authority to effect the transactions contemplated hereby and by