

ASSET PURCHASE AGREEMENT

dated as of March 26, 2009

among

XERXES OPERATING COMPANY, LLC,

XERXES FOREIGN HOLDINGS CORP.,

PROPEX HOLDINGS INC.,

PROPEX INC.

and

THE OTHER SELLERS NAMED HEREIN

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION	4
1.1 Definitions.....	4
1.2 Rules of Construction	18
ARTICLE II PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES	18
2.1 Purchase and Sale of Assets.....	18
2.2 Excluded Assets	21
2.3 Assignment and Assumption of Liabilities.....	22
2.4 No Other Liabilities Assumed	22
2.5 Revisions to Schedules	25
2.6 Deemed Consents and Cures	25
2.7 Obligations in Respect of Required Consents	25
2.8 Disposition of Designated Remaining Contracts.....	25
2.9 Post-Closing Assignment of Contracts	26
2.10 Deposit	26
ARTICLE III BASIC TRANSACTION.....	27
3.1 Purchase Price.....	27
3.2 Payment of Purchase Price at Closing	27
3.3 [Intentionally Omitted]	27
3.4 [Intentionally Omitted]	27
3.5 Letters of Credit	27
ARTICLE IV CLOSING	28
4.1 Closing	28
4.2 Closing Payments.....	28
4.3 Deliveries by Sellers	28
4.4 Deliveries by Purchasers.....	30
4.5 Notarized Sale and Transfer Agreement With Respect to the Shares in Propex Fabrics GmbH.....	30
4.6 Form of Instruments.....	30
4.7 Further Assurances.....	31
4.8 Withholding	31
ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLERS.....	31
5.1 Organization, Standing	31
5.2 Subsidiaries	32
5.3 Validity of Agreement; Power	32
5.4 No Conflicts or Violations	32
5.5 Financial Statements and Related Matters	33
5.6 Title to Assets; Assets Necessary to Business	34
5.7 Real Property	34

5.8	Intellectual Property.....	36
5.9	Contracts	37
5.10	Insurance	39
5.11	Taxes	40
5.12	Employee Benefit Plans	41
5.13	Foreign Pension Plans.....	43
5.14	Labor and Employment Matters	46
5.15	Personnel Matters.....	47
5.16	Litigation, Orders	47
5.17	Compliance with Law	48
5.18	Environmental Matters.....	48
5.19	Affiliated Transactions.....	49
5.20	Relationships with Customers and Suppliers.....	49
5.21	Product Warranty	50
5.22	Brokers	50
5.23	Absence of Certain Developments.....	50
5.24	Bank Accounts Schedule	50
5.25	Officers, Directors.....	50
5.26	Closing Date.....	50
ARTICLE VI REPRESENTATIONS AND WARRANTIES OF PURCHASERS		50
6.1	Organization.....	50
6.2	Authority	51
6.3	Consents.....	51
6.4	Financing.....	51
ARTICLE VII PRE-CLOSING COVENANTS		51
7.1	Consents and Approvals.	51
7.2	Access to Information and Facilities.....	52
7.3	Conduct of the Business Pending the Closing	53
7.4	Notification of Certain Matters	56
7.5	Bankruptcy Actions	56
7.6	No Solicitation of Transactions; Acquisition Proposal.....	57
7.7	Carve Out	57
7.8	Taxes	57
7.9	Financial Statements	58
7.10	Real Property	58
7.11	Guaranty.....	58
ARTICLE VIII CONDITIONS TO CLOSING.....		59
8.1	Conditions to Parties' Obligations.....	59
8.2	Conditions to Purchasers' Obligations	59
8.3	Conditions to Sellers' Obligations.....	60
ARTICLE IX TERMINATION.....		60
9.1	Termination.....	60

9.2	Breakup Fee	61
9.3	Effect of Termination or Breach	63
ARTICLE X POST-CLOSING COVENANTS		63
10.1	Employees	63
10.2	Employee Benefit Plans	64
10.3	WARN Act	64
10.4	Payroll Reporting and Withholding	64
10.5	Joint Post-Closing Covenant of Purchasers and Sellers	64
10.6	Name Changes	65
10.7	Accounts Receivable; Collections	65
10.8	Access to Information	65
10.9	Confidentiality	66
10.10	Tax Matters	66
ARTICLE XI MISCELLANEOUS		67
11.1	Non-Survival of Representations and Warranties	67
11.2	Expenses	67
11.3	Amendment	67
11.4	Notices	67
11.5	Waivers	69
11.6	Counterparts and Execution	69
11.7	Headings	69
11.8	SUBMISSION TO JURISDICTION	69
11.9	Governing Law	69
11.10	Binding Nature; Assignment	69
11.11	No Third Party Beneficiaries	70
11.12	Construction	70
11.13	Public Announcements	70
11.14	Schedules	70
11.15	Entire Understanding	71
11.16	Closing Actions	71
11.17	Conflict Between Transaction Documents	71
11.18	[Intentionally Omitted]	71

EXHIBITS

<u>Exhibit A</u>	-	[Intentionally Omitted].
<u>Exhibit B</u>	-	[Intentionally Omitted].
<u>Exhibit C</u>	-	Form of Amendment to Escrow Agreement
<u>Exhibit D</u>	-	Form of Sale Order
<u>Exhibit E</u>	-	Form of Bill of Sale
<u>Exhibit F</u>	-	Form of Assignment and Assumption
<u>Exhibit G</u>	-	Form of Intellectual Property Assignments
<u>Exhibit H</u>	-	Form of Guaranty

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made and entered into as of this 26th day of March, 2009, by and among Xerxes Operating Company, LLC, a Delaware limited liability company ("U.S. Purchaser"), Xerxes Foreign Holdings Corp., a Delaware corporation ("Foreign Purchaser", together with the U.S. Purchaser, the "Purchasers"), Propex Holdings Inc., a Delaware corporation ("ParentCo"), Propex Inc., a Delaware corporation (the "Company"), and the U.S. Operating Subsidiaries (as hereinafter defined) that are parties hereto. ParentCo, the Company and the U.S. Operating Subsidiaries are collectively referred to herein as the "Sellers."

In consideration of the mutual covenants, agreements and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

1.1 Definitions. Unless otherwise defined herein, terms used herein shall have the meanings set forth below:

"409A Penalties" shall have the meaning set forth in Section 5.12(g) hereof.

"Accounts Receivable" means all accounts and notes receivable (whether current or non-current) in respect of goods shipped, products sold or services rendered prior to the Closing Date.

"Acquired Assets" has the meaning set forth in Section 2.1(a) hereof.

"Acquired Cash" means any Cash of the Company in excess of the Carve Out Cash Amount, but excluding Cash that is Restricted Cash.

"Acquired Owned Real Property" has the meaning set forth in Section 2.1(a)(v).

"Acquisition Proposal" means a proposal (other than by Purchasers or their Affiliates) relating to any sale, transfer or other disposition of all or any substantial portion of the Business or the consolidated assets of the Company Group to one or more Persons (other than Purchasers or their Affiliates), whether proposed to be effected pursuant to a merger, consolidation, share exchange, amalgamation, foreclosure, compromise, sale, issuance, transfer or redemption of any assets or securities of any member of the Company Group or any successor thereto, or any similar transaction or business combination, including by means of any plan of reorganization, whether or not proposed or advanced by any Seller.

"Additional Escrow Deposit" has the meaning set forth in Section 2.10 hereof.

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the

possession, directly or indirectly, of the power to direct the management and policies of a Person whether by contract, through the ownership of voting securities or otherwise.

"Affiliated Group" means an "affiliated group" as defined in Section 1504 of the Code (or any analogous combined, consolidated or unitary group defined under state, local or foreign income Tax Law) of which any Seller is or has been a member.

"Agreement" means this Asset Purchase Agreement, including all the Exhibits and the Schedules hereto, as the same may be amended from time to time in accordance with its terms.

"Allocation" has the meaning set forth in Section 10.10 hereof.

"Amendment to Escrow Agreement" means the amendment of the Original Escrow Agreement in the form of Exhibit C attached hereto, which shall be entered into by and among an Affiliate of Purchasers, ParentCo and the Escrow Agent not later than the first business day immediately following the execution of this Agreement.

"Antitrust Division" has the meaning set forth in Section 7.1(b) hereof.

"Antitrust Filings" has the meaning set forth in Section 7.1(b) hereof.

"Applicable Rate" means the prime rate of interest reported from time to time in *The Wall Street Journal*.

"Assigned Designated Remaining Contracts" has the meaning set forth in Section 2.8 hereof.

"Assignment and Assumption" has the meaning set forth in Section 4.3(g) hereof.

"Assignment Effective Date" shall mean, with respect to any Assigned Designated Remaining Contract, the tenth business day after the date on which either Purchaser provides written notice to Sellers and the counterparty or counterparties of such Assigned Designated Remaining Contract that such Purchaser elects to have Sellers assume and assign to a Purchaser such Assigned Designated Remaining Contract.

"Assumed Contracts" has the meaning set forth in Section 2.1(a)(x). Notwithstanding any other provision of this Agreement, the Assumed Contracts shall include (i) the employment agreements entered into by Sellers with William S. Brant, Martin T. DeVries, Hugh McClain, Richard Franks and Randy Powell, (ii) all customer orders that are unfilled as of the Closing Date and (iii) all open orders placed with suppliers of, or vendors to, the Business prior to the Closing Date.

"Assumed Employee Benefit Plans" has the meaning set forth in Section 2.1(a)(xi).

"Assumed Equipment Leases" has the meaning set forth in Section 2.1(a)(viii).

"Assumed Executory Contracts" means the Assumed Contracts, the Assumed Facility Leases and the Assumed Equipment Leases.

"Assumed Facility Leases" has the meaning set forth in Section 2.1(a)(vi).

"Assumed Leased Facilities" means the Leased Facilities identified in the Assumed Facility Leases.

"Assumed Obligations" has the meaning set forth in Section 2.3(a) hereof.

"Auction" means the auction conducted by Sellers pursuant to the Bidding Procedures Order for substantially all of the Acquired Assets in the event a Qualified Bid is timely received prior to the Bid Deadline (as defined in the Bidding Procedures Order).

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

"Bankruptcy Court" means the United States Bankruptcy Court for the Eastern District of Tennessee (Southern Division).

"Bidding Procedures Order" means the order of the Bankruptcy Court entered March 9, 2009, among other things, approving bid procedures relating to the sale of substantially all of the Sellers' assets and granting related relief (docket no. 924).

"Books and Records" means all records and lists of the Business including, (i) all inventory, merchandise, analysis reports, marketing reports, research and development materials and creative material pertaining to the Acquired Assets, the Facilities or the Business, (ii) all records relating to customers, suppliers or personnel of Sellers or of the Business (including customer lists, mailing lists, e-mail address lists, recipient lists, sales records, correspondence with customers, customer files and account histories, supply lists and records of purchases from and correspondence with suppliers), (iii) all records relating to all product, business and marketing plans of any member of the Company Group, (iv) all accounting, Tax records and Tax Returns and (v) all books, ledgers, files, reports, plans, drawings and operating records of every kind.

"Breakup Fee" has the meaning set forth in Section 9.2(a) hereof.

"Business" means the activities carried on by the Company Group relating to the research and development, manufacturing, production, engineering, supply and marketing of (i) primary and secondary carpet backing, (ii) woven, nonwoven and stitch-bonded fabrics and fibers used in furniture, bedding, automotive, geosynthetics, industrial applications, concrete reinforcement and other applications and (iii) fabrics for specialty packaging, protective membranes, agricultural and other applications.

"Carve Out Cash Amount" means cash in an amount equal to \$4,200,000 (which amount, for avoidance of doubt, represents the "carve out" draw amount to be made by Sellers prior to Closing under the DIP Facility).

"Cash" means cash and cash equivalents (including marketable securities and short-term investments, checking account balances, certificates of deposit and other time deposits and petty cash) calculated in accordance with GAAP.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) and any Laws promulgated thereunder.

"Chapter 11 Cases" means the cases commenced by Sellers under Chapter 11 of the United States Bankruptcy Code in the Bankruptcy Court.

"Claim" has the meaning set forth in Section 101(5) of the Bankruptcy Code.

"Closing" has the meaning set forth in Section 4.1 hereof.

"Closing Date" has the meaning set forth in Section 4.1 hereof.

"COBRA" has the meaning set forth in Section 5.12(e) hereof.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Collective Bargaining Agreement" means any Contract or other binding agreement or arrangement (written or oral) with any labor union or organization, works council or other similar employee representative.

"Company" has the meaning set forth in the preamble hereto.

"Company Group" means ParentCo, the Company and its Subsidiaries.

"Company Intellectual Property" has the meaning set forth in Section 5.8(b) hereof.

"Contingent Obligation" shall mean, as to any Person, any obligation, agreement, understanding or arrangement of such Person guaranteeing or intended to guarantee any Indebtedness, leases, dividends or other obligations ("primary obligations") of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including any obligation, agreement, understanding or arrangement of such Person, whether or not contingent, (a) to purchase any such primary obligation or any property constituting direct or indirect security therefor; (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, net equity, liquidity, level of income, cash flow or solvency of the primary obligor; (c) to purchase or lease property, securities or services primarily for the purpose of assuring the primary obligor of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation; (d) with respect to bankers' acceptances, letters of credit and similar credit arrangements, until a reimbursement or equivalent obligation arises (which reimbursement obligation shall constitute a primary obligation); or (e) otherwise to assure or hold harmless the primary obligor of any such primary obligation against loss (in whole or in part) in respect thereof; provided, that the term "Contingent Obligation" shall not include

endorsements of instruments for deposit or collection in the ordinary course of business or any product warranties given in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation, or portion thereof, in respect of which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable, whether singly or jointly, pursuant to the terms of the instrument, agreements or other documents or, if applicable, unwritten agreement, evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated Liability in respect thereof (assuming such Person is required to perform thereunder).

"Contract" means any agreement, license, contract, commitment, Collective Bargaining Agreement or other binding arrangement or understanding, whether written or oral, and with respect to any contract to which any Seller is a party, such contract which any Seller is permitted under the Bankruptcy Code to assume and assign other than an Employee Benefit Plan.

"Cure Amount" has the meaning set forth in Section 2.7 hereof.

"Designated Remaining Executory Contract" has the meaning set forth in Section 2.8(a)(ii) hereof.

"Designated Remaining Lease" has the meaning set forth in Section 2.8(a)(i) hereof.

"DIP Credit Agreement" means that certain Superpriority Debtor in-Possession Credit Agreement, dated as of January 30, 2009 by and among the Company, ParentCo, certain direct and indirect Subsidiaries of the Company, the financial institutions listed therein and Wayzata Investment Partners LLC.

"DIP Facility" means the credit facility governed by the DIP Credit Agreement.

"Dollar" and the sign "\$" mean the lawful money of the United States.

"Dollar Equivalent" means, at any time, (i) as to any amount denominated in Dollars, the amount thereof at such time, and (ii) as to any amount denominated in any currency other than Dollars, the equivalent amount in Dollars as determined at such time on the basis of the Spot Rate for the purchase of Dollars with such other currency.

"Employee Benefit Plan" means, other than any Foreign Benefit Plan, any "employee benefit plan" (as defined in ERISA § 3(3)) and any other benefit or compensation plan, program, agreement or arrangement maintained, sponsored, or contributed or required to be contributed to by any Seller or any ERISA Affiliate or with respect to which any Seller or any ERISA Affiliate has any Liability.

"Environmental Laws" means, whenever in effect, all federal, state, provincial, local and foreign statutes, Laws, ordinances, directives and other provisions having the force or effect of Law, all judicial and administrative Orders and determinations, all contractual obligations and all common Law, in each case concerning public health and safety, pollution or

protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, processing, discharge, Release, threatened Release, control, or cleanup of any Hazardous Substances or wastes (including CERCLA and analogous state Laws).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and all Laws issued thereunder.

"ERISA Affiliate" means any Person that, at any relevant time, is or was treated as a single employer with any Seller for purposes of Code § 414.

"Escrow Agent" means U.S. Bank National Association, a national banking association.

"Escrow Deposit Amount" means \$10,000,000.

"Escrow Funds" means the amount of cash held from time to time by the Escrow Agent pursuant to the Amendment to Escrow Agreement.

"Exchange Act" means the United States Securities Exchange Act of 1934, as amended.

"Excluded Assets" has the meaning set forth in Section 2.2 hereof.

"Excluded Contracts" has the meaning set forth in Section 2.2(a)(vi) hereof.

"Excluded Employee Benefit Plans" has the meaning set forth in Section 2.2(a)(vii) hereof.

"Excluded Environmental Liabilities" means any Liability (including any investigatory, corrective or remedial obligation) relating to or arising from Environmental Laws and (i) Sellers or any predecessor or Affiliate of any Seller, (ii) the operation of the Business prior to the Closing, (iii) any Excluded Asset, (iv) any property, facility, or location other than the Acquired Owned Real Property and the Assumed Leased Facilities, or (v) any operations, events, conditions, or circumstances occurring or existing on or prior to the Closing Date, including any Release, threatened Release, treatment, storage, disposal, or arrangement for disposal of or any exposure of any Person to Hazardous Substances occurring or existing on or prior to the Closing Date.

"Excluded Equipment Leases" has the meaning set forth in Section 2.2(a)(v) hereof.

"Excluded Facility Leases" has the meaning set forth in Section 2.2(a)(iv) hereof.

"Excluded Liabilities" has the meaning set forth in Section 2.4 hereof.

"Executive Officer" of a Person means its chairman, chief executive officer, chief financial officer, president, any vice president, secretary, controller, treasurer or general counsel.

"Exhibits" means the exhibits hereto.

"Facilities" means collectively the premises at which each member of the Company Group operates.

"Facility Lease Assignments" has the meaning set forth in Section 4.3(l) hereof.

"Facility Leases" means all right, title and interest of any member of the Company Group in all leases, subleases, licenses, concessions and other agreements (written or oral) and all amendments, modifications, extensions, renewals, guaranties and other agreements with respect thereto, including the right to all security deposits and other amounts and instruments deposited by or on behalf of any member of the Company Group thereunder, pursuant to which a member of the Company Group holds a leasehold or subleasehold estate in, or is granted the right to use or occupy a Leased Facility.

"Final Order" means an Order as to which the time to file an appeal, a motion for rehearing or reconsideration or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending.

"Financial Statements" has the meaning set forth in Section 5.5(a) hereof.

"Foreign Benefit Plan" has the meaning set forth in Section 5.12(h) hereof.

"Foreign Debt" means, as of the measurement date, the outstanding Indebtedness of the Foreign Subsidiaries.

"Foreign Employees" means a director or employee or former director or former employee of any of the Foreign Subsidiaries.

"Foreign Material Contracts" has the meaning set forth in Section 5.9(b) hereof.

"Foreign Pension Plan" means any pension plan maintained by a Foreign Subsidiary.

"Foreign Purchaser" has the meaning set forth in the preamble hereto.

"Foreign Subsidiaries" means all of the members of the Company Group other than ParentCo, the Company and the U.S. Operating Subsidiaries, including, for avoidance of doubt, Propex Fabrics GmbH, Propex Fabrics de Mexico, S.A. de C.V, Propex Fabrics Servicios, S.A. de C.V., Propex Fabrics Magyarország Termelő Korlátolt Felelősségű Társaság, Propex do Brasil Ltda., Propex Concrete Systems Ltd, and Propex Concrete Systems Ltd, Australia.

"FTC" has the meaning set forth in Section 7.1(b) hereof.

"GAAP" means, at a given time, United States generally accepted accounting principles, consistently applied.

"Governmental Authority" means any federal, state, local, municipal, foreign, supranational or other governmental or quasi-governmental authority of any nature (including any governmental agency, branch, bureau, commission, department, official or entity and any court or other tribunal), or any administrative, executive, judicial, legislative, police, regulatory or taxing authority, or arbitral body.

"Governmental Official" means any officer or employee of a Governmental Authority, or of a public international organization, or any Person acting in an official capacity for or on behalf of any such Governmental Authority or public international organization.

"Guarantor" has the meaning set forth in Section 7.11 hereof.

"Guaranty" has the meaning set forth in Section 7.11 hereof.

"Hazardous Substances" means any pollutants, contaminants or chemicals, and any industrial, toxic or otherwise hazardous materials, substances or wastes and any other substance with respect to which Liability or standards of conduct may be imposed under any Environmental Laws, including petroleum and petroleum related substances, products, by products and wastes, asbestos, urea, formaldehyde and lead based paint.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and Laws thereunder.

"HSR Filing" has the meaning set forth in Section 7.1(b) hereof.

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money or advances; (b) all obligations or liabilities of such Person evidenced by bonds, debentures, notes, loan agreements or similar instruments; (c) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person (even though the rights and remedies of the seller or lenders under such agreement in the event of default are limited to repossession or sale of such property); (d) all obligations of such Person issued or assumed as part of the deferred purchase price of property or services (excluding trade accounts payable and accrued obligations incurred in the ordinary course of business on normal trade terms and not overdue by more than 90 days); (e) all indebtedness secured by any Lien on property owned or acquired by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not the obligations secured thereby have been assumed, but limited to the lower of (i) the fair market value of such property and (ii) the amount of the Indebtedness secured; (f) all capital lease obligations of such Person; (g) any commitment by which such Person assures a creditor against loss (including all obligations of such Person for the reimbursement of any obligor in respect of letters of credit, letters of guaranty, bankers' acceptances and similar credit transactions) or other indebtedness guaranteed in any manner by such Person; (h) all uncashed checks issued by such Person that are outstanding as of the Closing Date; and (i) all Contingent Obligations of such Person in respect of Indebtedness or obligations of others of the kinds referred to in clauses (a) through (h) above. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship

with such entity, except (other than in the case of general partner Liability) to the extent that terms of such Indebtedness expressly provide that such Person is not liable therefor.

"Insider" means any Executive Officer, director, governing body member, stockholder, partner or Affiliate, as applicable, of any member of the Company Group or any predecessor or Affiliate of any member of the Company Group or any individual related by marriage or adoption to any such individual or any entity in which any such Person owns any beneficial interest.

"Intellectual Property" means all of the following in any jurisdiction throughout the world: (i) patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations in part, revisions, divisionals, extensions and reexaminations thereof, (ii) trademarks, service marks, designs, trade dress, logos, slogans, trade names, internet domain names, URLs, corporate names, all applications, registrations and renewals in connection therewith, together with all goodwill associated with any of the foregoing, (iii) copyrights and copyrightable works, and all applications, registrations and renewals in connection therewith, (iv) trade secrets and confidential business information (including chemical formulations, ideas, research and development, know how, inventions, technology, formulas, compositions, manufacturing and production processes and techniques, technical data, customer and supplier lists, designs, drawings, plans and specifications, each deemed to be confidential and maintained in confidence), (v) computer software (including source code, executable code, data, databases and related documentation), websites and telephone numbers, and (vi) copies and tangible embodiments of any of the foregoing in whatever form or medium.

"Intellectual Property Assignments" has the meaning set forth in Section 4.3(h) hereof.

"Inventory" means all inventory of any kind or nature, whether or not prepaid, and wherever located, held or owned, including all raw materials, work in process, semi-finished and finished products, replacement and spare parts, packaging materials, operating supplies, in-transit or consigned inventory, and fuels and other similar items.

"Knowledge of Sellers" means the actual knowledge, after due inquiry, of Woody M. McGee, William S. Brant, Richard Franks, Hugh McClain, Randy Powell, Martin T. DeVries, Edmund A. Merchlinsky and Bettina Johnson.

"Law" means any law, statute, regulation, code, decree, constitution, ordinance, treaty, rule of common law, or Order of, administered or enforced by or on behalf of, any Governmental Authority.

"Latest Balance Sheet" has the meaning set forth in Section 5.5(a) hereof.

"Leased Facilities" means any land, buildings, structures, improvements, fixtures or other interest in real property which is used or intended to be used by any member of the Company Group pursuant to a Facility Lease.

"Leasehold Improvements" means all buildings, structures, improvements and fixtures located on any Leased Facility which are owned by a member of the Company Group,

regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other Third Party upon the expiration or termination of the Facility Lease for such Leased Facility.

"Liability" means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due and regardless of when asserted), including any liability for Taxes, product liability or infringement liability.

"Lien" or "Liens" means any lien (statutory or otherwise), hypothecation, encumbrance, security interest, interest, mortgage, pledge, restriction, charge, instrument, preference, priority, security agreement, easement, covenant, encroachment, option, right of recovery, right of pre-emption, right of first refusal or other Third Party right, Tax (including foreign, federal, state and local Tax), Order of any Governmental Authority, of any kind or nature (including (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, and (iii) any Claim based on any theory that any Purchaser is a successor or continuation of Sellers or the Business), whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, known or unknown.

"Material Adverse Change" or "Material Adverse Effect" means, any event, change, condition or matter that individually or in the aggregate results in or could reasonably be expected to be materially adverse to or materially impair the revenue or anticipated revenue of the Business or the value of the Acquired Assets or result in a material adverse effect or change in the operation, results of operations or condition (financial or otherwise) of the Acquired Assets or the Business, taken as a whole, or which materially impairs the ability of Sellers to perform their obligations under this Agreement or has a material adverse effect on or prevents or materially delays the consummation of the transactions contemplated hereby, in each case other than changes resulting solely from the filing or status of the Chapter 11 Cases and the reasonably anticipated effects thereof; provided, however, that no state of facts, change, event, effect or occurrence arising or related to any of the following shall be deemed to constitute, and none of the following shall be taken into account in determining whether there has been, a Material Adverse Change or Material Adverse Effect: (i) financial, banking or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index), (ii) changes in GAAP or Law, (iii) the taking of any action contemplated by this Agreement, or (iv) changes as a result of the announcement or pendency of this Agreement.

"Material Contract" has the meaning set forth in Section 5.9(b) hereof.

"Multiemployer Plan" means any "multiemployer plan" (as defined in ERISA § 3(37)) contributed to by any Seller or any ERISA Affiliate or with respect to which any Seller or any ERISA Affiliate has any Liability.

"Non-Assigned Designated Remaining Contract" means any Designated Remaining Contract that is not an Assigned Designated Remaining Contract.

"Non-Disturbance Agreements" has the meaning set forth in Section 7.10(d).

"Notice" means any written summons, citation, directive, letter or other communication from the United States Environmental Protection Agency and any Governmental Authority, or any other entity or any individual and shall include the imposition of any Lien on property owned, leased, occupied or used by any Seller pursuant to any Environmental Law.

"Order" means any award, decision, decree, order, injunction, ruling, judgment, or consent of or entered, issued, made or rendered by any Governmental Authority.

"Ordinary Course of Business" means the operation of the Business by the members of the Company Group in the usual and ordinary course in a manner substantially similar to the manner in which the members of the Company Group have operated since January 18, 2008 (including with respect to quantity and frequency).

"Original Escrow Agreement" means that certain Escrow Agreement entered into by and among an Affiliate of Purchasers, ParentCo and the Escrow Agent and dated February 18, 2009.

"Original Escrow Deposit" has the meaning set forth in Section 2.10 hereof.

"Owned Real Property" means all land, together with all buildings, structures, fixtures and other improvements located thereon (including all electrical, mechanical, plumbing and other building systems; fire protection, security and surveillance systems; telecommunications computer, wiring and cable installations; utility installations; water distribution systems; and landscaping) and all easements, rights of way, servitudes, tenements, hereditaments, appurtenances, privileges and other rights and interests appurtenant thereto owned by any member of the Company Group.

"ParentCo" has the meaning set forth in the preamble hereto.

"Pension Plans" means the Propex Inc. Cash Balance Retirement Plan and the Propex Inc. Cash Value Retirement Plan.

"Pensionable Service" has the meaning set forth in each Foreign Pension Plan's governing documentation or under applicable Law.

"Permits" means licenses, permits, approvals, certificates of occupancy, authorizations, operating permits, registrations, plans and the like, in each case to the extent transferable without the consent of any Governmental Authority.

"Permitted Acquired Asset Lien" means (i) with respect to each Owned Real Property and Leasehold Improvement (as the case may be): (A) zoning, building codes and other land use Laws regulating the use or occupancy of such Owned Real Property or Leasehold Improvement or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over such real property which are not violated by the current use or occupancy of such Owned Real Property or Leasehold Improvement or the operation of the Business thereon; and (B) easements, covenants, conditions, restrictions and other similar

matters of record affecting title to such Owned Real Property or Leasehold Improvement, and (ii) with respect to the equity interests of the Foreign Subsidiaries: (A) Liens as may be created by this Agreement, (B) Liens as may be set forth in the organizational documents of the Foreign Subsidiaries, and (C) any restriction on sales of securities under applicable securities Law.

"Permitted Released Lien" means any and all Liens that will be released from the Acquired Assets at or prior to Closing by virtue of the entry of the Sale Order.

"Person" means any corporation, partnership (including any limited partnership and any limited liability partnership), joint venture, limited liability company, organization, trust, entity, authority or natural person.

"Proceeding" means any charge, complaint, dispute, demand, grievance, action, litigation, audit, investigation, review, inquiry, arbitration, suit in equity or at Law, administrative, regulatory or quasi-judicial proceeding, account, or cause of action of whatever kind or character.

"Purchase Price" has the meaning set forth in Section 3.1 hereof

"Purchasers" has the meaning set forth in the preamble hereto.

"Qualified Bids" has the meaning set forth in Section 7.5(b) hereof.

"Real Property Laws" has the meaning set forth in Section 5.17 hereof.

"Rehired Employees" means each employee of Sellers who accepts an offer of employment by Purchasers as described in Section 10.1 hereof.

"Rejection Effective Date" shall mean, with respect to any Non-Assigned Designated Remaining Contract, the last day of the calendar month during which occurs the thirtieth (30th) day after the date on which either Purchaser provides written notice to Sellers and the counterparty or counterparties of such Non-Assigned Designated Remaining Contract that neither Purchaser elects to have such Non-Assigned Designated Remaining Contract assumed by Sellers and assigned to a Purchaser.

"Release" has the meaning set forth in CERCLA.

"Relevant Benefits" means any pension, allowance, lump sum or similar benefit payable on retirement, death or termination of employment, on or after a particular age or due to ill-health.

"Restricted Cash" means (i) Sellers' interest (if any) in any Cash, or rights to Cash, held by a Third Party as a security deposit or other form of collateral or security in respect of a payment or performance obligation of a member of the Company Group to which members of the Company Group do not have unrestricted access, (ii) Cash in a deposit, securities or other account of a member of the Company Group to the extent that checks, drafts or other instruments have been issued by a member of the Company Group against that account but have not been debited against that account and (iii) Cash held by Foreign Subsidiaries.

"Restricted Names" has the meaning set forth in Section 10.6 hereof.

"Rule" or "Rules" means the Federal Rules of Bankruptcy Procedure.

"Sale Order" means the Final Order of the Bankruptcy Court, in the form of Exhibit D attached hereto, to be entered by the Bankruptcy Court pursuant to Sections 363 and 365 of the Bankruptcy Code, which Final Order, amongst other approvals, approves the sale of the Business and the Acquired Assets to Purchasers free and clear of all Liens (other than Permitted Acquired Asset Liens) pursuant to Section 363(f) of the Bankruptcy Code.

"Schedules" means the schedules attached hereto.

"Seller Material Contracts" has the meaning set forth in Section 5.9(b) hereof.

"Sellers" has the meaning set forth in the preamble hereto.

"Spot Rate" means the rate quoted in *The Wall Street Journal* as the spot rate for the purchase of any currency with Dollars on the date two (2) Business Days prior to the date as of which the foreign exchange computation is made.

"State Benefit Plan" means any Foreign Pension Plan operated, controlled, administered or managed by a Governmental Authority and to which any Foreign Subsidiary is liable to contribute.

"Subsidiary" means, with respect to any Person, any corporation a majority of the total voting power of shares of stock of which is entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or any partnership, limited liability company, association or other business entity a majority of the partnership or other similar ownership interest of which is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. For purposes of this definition, a Person is deemed to have a majority ownership interest in a partnership, limited liability company, association or other business entity if such Person is allocated a majority of the gains or losses of such partnership, limited liability company, association or other business entity or is or controls the managing director or general partner of such partnership, limited liability company, association or other business entity.

"Surveys" means a survey for each Acquired Owned Real Property and Assumed Leased Facility, dated no earlier than the date of this Agreement, prepared by a licensed surveyor satisfactory to Purchasers, and conforming to 2005 ALTA/ACSM Minimum Detail Requirements for Urban Land Title Surveys, including Table A Items Nos. 1, 2, 3, 4, 6, 7(a), 7(b)(1), 7(c), 8, 9, 10, 11(b), 13, 14, 16, 17 and 18, and such other standards as the Title Company and Purchasers require as a condition to the removal of any survey exceptions from the Title Policies, and certified to Purchasers, Purchasers' lender(s) and the Title Company, in a form satisfactory to each of such parties. Purchasers shall pay all fees, costs and expenses with respect to the Surveys.

"Tax" and, with correlative meaning, "Taxes" mean with respect to any Person (i) all federal, state, local, county, foreign and other taxes, assessments or other government charges, including any income, alternative or add-on minimum tax, estimated gross income, gross receipts, sales, use, *ad valorem*, value added, transfer, capital stock franchise, profits, license, registration, recording, documentary, intangibles, conveyancing, gains, withholding, payroll, employment, social security (or similar), unemployment, disability, excise, severance, stamp, occupation, premium, property (real and personal), environmental or windfall profit tax, custom duty or other tax, governmental fee or other like assessment, charge, or tax of any kind whatsoever, together with any interest, penalty, addition to tax or additional amount imposed by any Governmental Authority responsible for the imposition of any such tax (domestic or foreign) whether such Tax is disputed or not, (ii) Liability for the payment of any amounts of the type described in clause (i) above relating to any other Person as a result of being party to any agreement to indemnify such other Person, being a successor or transferee of such other Person, or being a member of the same affiliated, consolidated, combined, unitary or other group with such other Person, or (iii) Liability for the payment of any amounts of the type described in clause (i) arising as a result of being (or ceasing to be) a member of any Affiliated Group (or being included (or required to be included) in any Tax Return relating thereto).

"Tax Return" means any report, return, declaration, claim for refund or other information or statement supplied or required to be supplied by any Person relating to Taxes, including any schedules or attachments thereto and any amendments thereof.

"Third Party" means any Person other than Sellers, Purchasers or any of their respective Affiliates.

"Title Commitments" means a commitment for an ALTA Owner's Title Insurance Policy 2006 Form (or other form of policy acceptable to Purchasers) for each Acquired Owned Real Property (other than Owned Real Property located outside the United States) and each Assumed Facility Lease, issued by the Title Company, together with a copy of all documents referenced therein.

"Title Company" means a title insurance company satisfactory to Purchasers.

"Title Policies" means title insurance policies from the Title Company (which may be in the form of a mark-up of a pro forma of the Title Commitments) in accordance with the Title Commitments, insuring a Purchaser's fee simple title to each Acquired Owned Real Property or a Purchaser's legal, valid, binding and enforceable leasehold interest in each Assumed Leased Facility (as the case may be) as of the Closing Date (including all recorded appurtenant easements insured as separate legal parcels) with gap coverage from the Title Company through the date of recording, subject only to Permitted Acquired Asset Liens, in such amount as Purchasers reasonably determine to be the value of the real property insured thereunder and including an extended coverage endorsement, ALTA Form 31 zoning and such other endorsements reasonably requested by Purchasers in form and substance reasonably acceptable to Purchasers. Purchasers shall pay all fees, costs and expenses with respect to the Title Commitments and Title Policies.

"Transaction Documents" means this Agreement, and all other agreements, instruments, certificates and other documents to be entered into or delivered by any party in connection with the transactions contemplated to be consummated pursuant to this Agreement.

"Trustees" means (where applicable) each of the trustees, administrators, managers, life officers or equivalent of the Foreign Pension Plans.

"U.S. Operating Subsidiaries" means (i) Propex Concrete Systems Corporation, a Delaware corporation, (ii) Propex Fabrics International Holdings I Inc., a Delaware corporation, and (iii) Propex Fabrics International Holdings II Inc., a Delaware corporation.

"U.S. Purchaser" has the meaning set forth in the preamble hereto.

"WARN Act" has the meaning set forth in Section 5.14(d).

1.2 Rules of Construction. Unless the context otherwise clearly indicates, in this Agreement:

- (a) the singular includes the plural;
- (b) "includes" and "including" are not limiting;
- (c) "may not" is prohibitive and not permissive; and
- (d) "or" is not exclusive.

ARTICLE II

PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES

2.1 Purchase and Sale of Assets.

(a) Subject to the terms and conditions set forth in this Agreement, at the Closing, Sellers shall sell, contribute, convey, assign, transfer and deliver to the U.S. Purchaser, free and clear of all Liens (other than Permitted Acquired Asset Liens) and Excluded Liabilities, whether arising prior to or subsequent to the date of the filing of the Chapter 11 petitions of Sellers, and U.S. Purchaser shall purchase, acquire and take assignment and delivery of, for the consideration specified in Article III, all rights, titles and interests of every kind and nature, of Sellers (including indirect and other forms of beneficial ownership) in and to all of the properties, assets and rights (contractual or otherwise) of the Sellers as of the Closing Date, whether tangible or intangible, real or personal and wherever located and by whomever possessed, including all of the following properties, assets and rights, but excluding the Excluded Assets and the assets being acquired by the Foreign Purchaser pursuant to Section 2.1(b) (all of the assets to be sold, assigned, transferred and delivered pursuant to this Section 2.1(a) and to the Foreign Purchaser pursuant to Section 2.1(b) shall be referred to herein as the "Acquired Assets");

- (i) all Acquired Cash;

(ii) all Restricted Cash, financial contracts, investment securities and other financial assets (other than Cash);

(iii) all Accounts Receivable and all claims, including deposits, advances, prepayments, rights under warranties and guaranties, rights in respect of promotional allowances, vendor rebates and to other refunds, causes of action, rights of recovery, rights of set-off and rights of recoupment of every kind and nature (whether or not known or unknown or contingent or non-contingent) and the right to receive and retain mail, accounts receivable payments and other communications of Sellers and the right to bill and receive payment for products shipped or delivered and services performed but unbilled or unpaid as of the Closing;

(iv) all Inventory;

(v) all of the Owned Real Property of each Seller, and any part or parcel thereof (the "Acquired Owned Real Property"), including the Owned Real Property set forth on Schedule 2.1(a)(v);

(vi) all Facility Leases of each Seller (the "Assumed Facility Leases"), including the Facility Leases set forth on Schedule 2.1(a)(vi), other than the Excluded Facility Leases, if any;

(vii) all tangible personal property, including all machinery, equipment (including all transportation and office equipment), vehicles, computers, mobile phones, personal digital assistants, fixtures, trade fixtures, computer equipment, hardware, peripherals, information technology infrastructure, telephone systems, furniture, office supplies, production supplies, other miscellaneous supplies, and other tangible personal property of any kind owned by Sellers, wherever located, including all such items which are located in any building, warehouse, office or other space leased, owned or occupied by Sellers or any other space where any of Sellers' properties and or any other assets may be situated;

(viii) all equipment leases of each Seller (the "Assumed Equipment Leases"), including the equipment leases set forth on Schedule 2.1(a)(viii), other than the Excluded Equipment Leases, if any;

(ix) all Intellectual Property owned by Sellers (including all of the Intellectual Property set forth on Schedule 5.8), along with all income, royalties, damages and payments arising out of or relating to enforcement, licensing, transfer or sale of such Intellectual Property and due or payable to Sellers as of the Closing or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, or other conflicts therewith, the right to sue and recover for past, present or future infringements or misappropriations thereof, or other conflicts therewith, and any and all corresponding rights that, now or hereafter, may be secured throughout the world, including all copies and tangible embodiments of any such Intellectual Property in Sellers' possession or control;

(x) all rights of Sellers under all Contracts of each Seller (the "Assumed Contracts"), including the Contracts of each Seller set forth on Schedule 2.1(a)(x), including all security deposits thereunder, all contractual rights of Sellers to indemnification, exculpation, advancement or reimbursement of expenses, all rights to all insurance policies of

Sellers and to proceeds and credits under such insurance policies, in each case to the extent transferable and to the extent solely related to the Acquired Assets (including the Assigned Designated Remaining Contracts as of the effective date of assignment of such Contracts), but excluding, for avoidance of doubt, any director and officer insurance maintained by Sellers and any insurance relating to the Designated Remaining Contracts), all confidentiality agreements of Sellers, and rights of access and use to safety deposit boxes, other than the Excluded Contracts, if any;

(xi) all rights of Sellers under all of the Employee Benefit Plans identified in Schedule 2.1(a)(xi) (the "Assumed Employee Benefit Plans"), including all pre-payments, deposits and refunds thereunder and any assets maintained pursuant thereto or in connection therewith;

(xii) all Books and Records and all advertising, marketing and promotional materials and all other printed or written materials;

(xiii) all Permits from all permitting, licensing, accrediting and certifying agencies, and the rights to all data and records held by such permitting, licensing and certifying agencies, in each case, of Sellers;

(xiv) all goodwill as a going concern and all other intangible property of Sellers;

(xv) all Tax refunds, rebates, credits and similar items relating to any period, or portion of any period, on or prior to the Closing Date or any Tax Return;

(xvi) all of the Leasehold Improvements of each Seller, and any part or parcel thereof, including the Leasehold Improvements set forth on Schedule 2.1(a)(xvi) other than the Leasehold Improvements located on Leased Facilities subject to Excluded Facility Leases;

(xvii) [Intentionally Omitted]; and

(xviii) all such other properties, assets and rights (contractual or otherwise) of the Sellers as of the Closing Date, whether tangible or intangible, real or personal and wherever located and by whomever possessed which are not otherwise expressly set forth above as Acquired Assets and are not Excluded Assets.

(b) Subject to the terms and conditions set forth in this Agreement, at the Closing, Sellers shall sell, contribute, convey, assign, transfer and deliver to the Foreign Purchaser, free and clear of all Liens (other than Permitted Acquired Asset Liens) and Excluded Liabilities, and the Foreign Purchaser shall purchase, acquire and take assignment and delivery of, for the consideration specified in Article III, all of the following assets:

(i) all equity securities or similar interests of every Foreign Subsidiary owned by a Seller or Sellers, with all rights attached or accruing to such securities as of Closing; and

(ii) all obligations of every Foreign Subsidiary owed to any Seller, including all intercompany obligations of every Foreign Subsidiary owed to any Seller.

2.2 Excluded Assets.

(a) Notwithstanding anything to the contrary in this Agreement, the following assets of Sellers shall be retained by Sellers and are not being sold or assigned to any Purchaser hereunder (all of the following are referred to collectively as the "Excluded Assets"):

(i) the Carve Out Cash Amount and all rights of Sellers in and to the bank accounts containing such Carve Out Cash Amount;

(ii) any and all rights under this Agreement and avoidance Claims or causes of action arising under the Bankruptcy Code or applicable state Law, including all rights and avoidance Claims of Sellers arising under Chapter 5 of the Bankruptcy Code;

(iii) all Owned Real Property of each Seller set forth on Schedule 2.2(a)(iii);

(iv) all Facility Leases of each Seller set forth on Schedule 2.2(a)(iv) (the "Excluded Facility Leases");

(v) the equipment leases of each Seller set forth on Schedule 2.2(a)(v) (the "Excluded Equipment Leases");

(vi) all Contracts of each Seller set forth on Schedule 2.2(a)(vi) (the "Excluded Contracts");

(vii) all Employee Benefit Plans of each Seller other than the Assumed Employee Benefit Plans (the "Excluded Employee Benefit Plans"), including the Employee Benefit Plans set forth on Schedule 2.2(a)(vii) and, for avoidance of doubt, including the Pension Plans;

(viii) originals of any Seller's minute books and stock books;

(ix) the equity securities or other ownership interest of the Company or any U.S. Operating Subsidiary;

(x) all assets, rights, pre-payments, deposits and refunds under any Excluded Employee Benefit Plan;

(xi) all Leasehold Improvements of each Seller set forth on Schedule 2.2(a)(xi);

(xii) to the extent related (in whole or in part) to the Excluded Assets, all insurance policies of Sellers and all credits, refunds and proceeds thereunder; and

(xiii) all other assets listed on Schedule 2.2(a)(xiii).

2.3 Assignment and Assumption of Liabilities.

(a) Subject to the terms and conditions set forth in this Agreement, including Section 2.3 hereto, U.S. Purchaser shall assume from Sellers and thereafter be responsible for the payment, performance or discharge of only the following liabilities and obligations of Sellers or any of their respective predecessors in interest (all such liabilities and obligations assumed pursuant to this Section 2.3(a) shall be referred to herein as the "Assumed Obligations"):

(i) to the extent set forth next to any Assumed Executory Contract on Schedule 2.3(a)(i), any Cure Amount with respect to such Assumed Executory Contract;

(ii) all obligations under the Assumed Executory Contracts arising after the Closing Date;

(iii) all obligations and Liabilities arising under the Assumed Employee Benefit Plans after the Closing, and all obligations and Liabilities arising under the Assumed Employee Benefit Plans prior to the Closing;

(iv) all unpaid post-petition trade payables incurred in the Ordinary Course of Business and all other post-petition Liabilities incurred in the Ordinary Course of Business (including the fees and expenses of ordinary course professionals);

(v) all obligations with respect to any unused vacation earned and accrued with respect to the Rehired Employees as of the Closing Date, all obligations due to Sellers' employees as of the Closing with respect to wages, bonuses, commissions, payroll, salaries, employee benefits, retention or stay bonus arrangements, unused vacation, sick leave, other compensation, workers' compensation and severance (not including, for avoidance of doubt, obligations and Liabilities with respect to the Pension Plans);

(vi) all warranty Claims of Sellers' customers with respect to sales of products or services prior to the Closing Date; and

(vii) all prepetition unpaid real property and personal property Taxes with respect to the Acquired Assets in an amount that does not exceed \$2,500,000.

(b) Section 2.3(a) shall not limit any Claims or defenses Purchasers may have against any party other than Sellers. The transactions contemplated by this Agreement shall in no way expand the rights or remedies of any Third Party against Purchasers or Sellers as compared to the rights and remedies which such Third Party would have had against Sellers absent the Chapter 11 Cases had Purchasers not assumed such Assumed Obligations.

2.4 No Other Liabilities Assumed.

(a) Each Seller acknowledges and agrees that pursuant to the terms and provisions of this Agreement, no Purchaser will assume, nor in any way be liable or responsible for, any Liability, successor Liability, or obligation of any Seller (including Liabilities relating to the pre-petition or post-petition operation of the Business, the Excluded Assets or to the Acquired Assets (and the use thereof)), whether relating to or arising out of the Business, the

Excluded Assets or the Acquired Assets or otherwise, whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due, including any Indebtedness, Employee Benefit Plan, Collective Bargaining Agreement or other obligation of any Seller or any predecessor or Affiliate of any Seller whatsoever or any ERISA Affiliate other than the Assumed Obligations (any such obligations, the "Excluded Liabilities"); provided, that, in furtherance and not in limitation of the foregoing, the Assumed Obligations are subject to, and Purchasers are expressly not assuming any of the following Liabilities, whether accrued or fixed, absolute or contingent, known or unknown, determined or determinable, and whenever or wherever arising:

(i) all Liabilities of any Seller that relate to any of the Excluded Assets (including, for avoidance of doubt, all Liabilities or obligations of Sellers owed to Woody McGee pursuant to that certain Employment Agreement dated as of March 17, 2008 between Woody McGee and the Company, as amended);

(ii) except as provided in this Agreement, all Liabilities of any Seller relating to Taxes (including with respect to the Acquired Assets or otherwise) including Taxes that may arise as a result of (i) any claim, audit, investigation, assessment, adjustment for any amount of Tax proposed, asserted, or assessed by any taxing authority, court, or other Governmental Authority against any Seller or (ii) the sale of the Acquired Assets or the assumption of the Assumed Obligations pursuant to this Agreement and any deferred Taxes of any nature;

(iii) all Liabilities in respect of Indebtedness of Sellers (including, for avoidance of doubt, all intercompany obligations of any of the Sellers to any of the Foreign Subsidiaries);

(iv) all Excluded Environmental Liabilities;

(v) all Liabilities pursuant to the WARN Act relating to any plant closing, mass layoff, or other triggering personnel action taken by the Sellers subject to Sections 10.1 and 10.3 of this Agreement;

(vi) all Liabilities of Sellers resulting from, caused by or arising out of, or which relate to, directly or indirectly, the conduct of Sellers (or any of their current or former officers, directors, employees or agents) anywhere or ownership or lease of any properties or assets or any properties or assets previously used by Sellers at any time, or other actions, omissions or events occurring prior to the Closing and which (i) constitute, may constitute or are alleged to constitute a tort, breach of contract or violation of any Law or (ii) relate to any and all Proceedings against Sellers whether past, present, future, known or unknown, liquidated or unliquidated, accrued or unaccrued, pending or threatened;

(vii) all Liabilities arising out of or relating to any infringement or misappropriation of, or other conflict with, the Intellectual Property of any Third Party arising out of or related to the conduct of the Business or any act or omission of Seller or any predecessor(s) or Affiliate(s) of any Seller prior to the Closing;

(viii) all Liabilities arising out of, or relating to, any indemnification obligations of any Seller, including indemnification obligations pursuant to supply agreements, service agreements, purchase agreements, leases and any other type of Contract, and Liabilities to indemnify or advance amounts to any officer, director, employee or agent of Sellers;

(ix) except for the Assumed Obligations, and subject to Sections 2.4(a)(v), 10.1 and 10.3 of this Agreement, all Liabilities (whether known or unknown) with respect to the employees or former employees, or both (or their representatives) of any Seller arising prior to the Closing Date, including payroll, wages, salaries, bonuses, commissions, benefits, retention or stay bonus arrangements, other compensation, sick leave, worker's compensation, unemployment benefits, pension benefits, employee stock option or profit sharing plans, health care plans or benefits, or any other employee plans or benefits or other compensation of any kind to any employee, and obligations of any kind, including Liabilities arising under any Collective Bargaining Agreement, or employment, severance, retention or termination agreement with any employee, consultant or contractor (or their representatives) of any Seller;

(x) except for the Assumed Obligations, all Liabilities relating to or arising under or in connection with any Employee Benefit Plan;

(xi) all Liabilities arising out of or relating to the Pension Plans;

(xii) except for the Assumed Obligations, all Liabilities arising out of or relating to services, products or product or service warranties of Sellers or any predecessor(s) or Affiliate(s) of any Seller to the extent provided, developed, designed, manufactured, marketed, sold or distributed prior to the Closing;

(xiii) all Liabilities of any Seller to any current, former or prospective shareholder or other equity interest holder of any Seller, including all Liabilities of Sellers related to the right to or issuance of any capital stock or other equity securities;

(xiv) except for the Assumed Obligations, all Liabilities for any legal, accounting, investment banking, reorganization, restructuring (including bankruptcy administrative expenses), brokerage or similar fees or expenses incurred by any Seller in connection with, resulting from or attributable to the transactions contemplated by this Agreement, the Chapter 11 Cases or otherwise; and

(xv) all Liabilities of Sellers to Purchasers, their Affiliates, and their and their Affiliates' agents, advisors and representatives, whether under the Transaction Agreements or otherwise.

(xvi) all prepetition unpaid real property and personal property Taxes with respect to the Acquired Assets in excess of \$2,500,000.

(b) The parties acknowledge and agree that disclosure of any Liability on any Schedule to this Agreement or otherwise shall not create an Assumed Obligation or other Liability of Purchasers, except where such disclosed obligation has been expressly assumed by Purchasers as an Assumed Obligation.

2.5 Revisions to Schedules. Notwithstanding anything in this Agreement to the contrary, any Purchaser may revise the Schedules to Section 2.1 - Section 2.4 at any time by giving written notice to Sellers on or before three (3) days prior to the Auction in order to (i) exclude from the definition of Acquired Asset and Assumed Obligations, and include in the definition of Excluded Asset and Excluded Liabilities, as applicable, any Contract (other than any Contract listed in the definition of the term "Assumed Contracts") not otherwise excluded therefrom or (ii) include in the definition of Acquired Asset and Assumed Obligations, and exclude from the definition of Excluded Asset or Excluded Liability, as applicable, any Contract not otherwise included therein, and Sellers agree to give required notice to any the parties to any such Contract or as otherwise reasonably requested by any Purchaser; provided, that any such exclusion shall not serve to reduce or otherwise affect the amount of the Purchase Price.

2.6 Deemed Consents and Cures. For all purposes of this Agreement (including all representations and warranties of Sellers contained herein), Sellers shall be deemed to have obtained all required consents, including all required consents of lenders and other parties under reciprocal easement agreements, in respect of the assignment of any Assumed Executory Contract if, and to the extent that, pursuant to the Sale Order or other Bankruptcy Court Order, Sellers are authorized to assume and assign to Purchasers and Purchasers are authorized to accept such Assumed Executory Contracts pursuant to Section 365 of the Bankruptcy Code and any applicable cure cost has been satisfied by Purchasers (except as set forth in Section 2.7). If the consent required to effectuate the assignment of any Assumed Executory Contracts to Purchasers cannot be obtained pursuant to the Sale Order or other Bankruptcy Court Order, then the parties shall endeavor to obtain such consent pursuant to Section 7.1.

2.7 Obligations in Respect of Required Consents. To the extent that any Assumed Executory Contract is subject to a cure pursuant to Section 365 of the Bankruptcy Code, at the Closing, the amounts related to such cure obligations and set forth on Schedule 2.3(a)(i) (the "Cure Amount") shall be paid by Purchasers. If a cure obligation (pursuant to Section 365 of the Bankruptcy Code) is not set forth on Schedule 2.3(a)(i), or if any Assumed Executory Contract is subject to a cure in excess of the amount set forth next to such Assumed Executory Contract on Schedule 2.3(a)(i), Sellers shall pay the amount of such cure or the excess of such cure over the amount set forth on Schedule 2.3(a)(i) and Purchasers shall have no responsibility or Liability for the payment of such amount. In the event that Sellers fail to pay such amount(s) (other than any amounts that are the subject of a good faith dispute in the Chapter 11 Cases), Purchasers may pay such amount(s) (on behalf of Sellers) and offset such amount(s) against any amount(s) Purchasers may owe Sellers.

2.8 Disposition of Designated Remaining Contracts.

(a) Notwithstanding anything to the contrary in this Agreement:

(i) Pursuant to the written notice of Purchasers to Sellers and the landlords of the affected premises no later than the last day of the sixth calendar month after the Closing Date, each Facility Lease designated on Schedule 2.8(a)(i) (the "Designated Remaining Leases") shall either be assumed by Sellers and assigned to Purchasers on the Assignment Effective Date, or rejected by Sellers on the Rejection Effective Date, in either case without further Order of the Bankruptcy Court.

(ii) Pursuant to the written notice of Purchasers to Sellers and the counterparties to the affected Contract no later than the last day of the sixth calendar month after the Closing Date, each Contract designated on Schedule 2.8(a)(ii) (the "Designated Remaining Executory Contracts" and, together with the Designated Remaining Leases, the "Designated Remaining Contracts") shall either be assumed by Sellers and assigned to Purchasers on the Assignment Effective Date, or rejected by Sellers on the Rejection Effective Date, in either case without further Order of the Bankruptcy Court.

Notwithstanding the foregoing, if, not less than three (3) business days prior to the Auction, Purchasers give Sellers and the affected landlords written notice of Purchasers' intention to take an assignment of any of the Designated Remaining Contracts, each Designated Remaining Contract with respect to which such notice is given (each, an "Assigned Designated Remaining Contract") shall be assumed by Sellers and assigned to Purchasers on the Closing Date, and such Assigned Designated Remaining Contract shall after such notice is given be treated for purposes of this Agreement like each other Assumed Executory Contract to be assumed by Sellers and assigned to Purchasers on the Closing Date. Notwithstanding anything in this Agreement to the contrary, on the Assignment Effective Date for each Assigned Designated Remaining Contract, such Assigned Designated Remaining Contract shall be deemed an Assumed Executory Contract and deemed scheduled on Schedule 2.1(a)(vi) or Schedule 2.1(a)(x), respectively, for all purposes under this Agreement. From the Closing Date through the Assignment Effective Date or the Rejection Effective Date for each Designated Remaining Lease, Sellers shall provide Purchasers with full and complete access to the premises of such Designated Remaining Lease. Following the Closing Date and through the Assignment Effective Date or the Rejection Effective Date for each Designated Remaining Contract, Purchasers shall on a monthly basis reimburse Sellers for, and shall indemnify Sellers from and against, any and all costs, expenses, and Claims arising after the Closing Date and relating to or arising out of (directly or indirectly) such Designated Remaining Contract of any kind or nature whatsoever (the "Designated Remaining Contract Obligations").

2.9 Post-Closing Assignment of Contracts. With respect to any Contract which is not designated as an Assumed Executory Contract and; provided, such Contract has not been rejected by Sellers pursuant to Section 365 of the Bankruptcy Code, upon written notice(s) from any Purchaser, as soon as practicable, Sellers shall take all actions reasonably necessary to assume and assign to the applicable Purchaser pursuant to Section 365 of the Bankruptcy Code any Contract(s) set forth in Purchasers notice(s); provided, that any applicable cure cost shall be satisfied by Purchasers. Sellers agree and acknowledge that (i) they shall provide Purchasers with reasonable advance notice of any motion(s) to reject any Contract and (ii) the covenant set forth in this Section 2.9 shall survive the Closing. Notwithstanding anything in this Agreement to the contrary, on the date any Contract is assumed and assigned to the applicable Purchaser pursuant to this Section 2.9, such Contract also shall be deemed an Assumed Executory Contract.

2.10 Deposit. Prior to the date of this Agreement, an Affiliate of Purchasers (on behalf of Purchasers) deposited with the Escrow Agent \$5,000,000 of the Escrow Deposit Amount in accordance with the Original Escrow Agreement (the "Original Escrow Deposit"). Not later than 5:00 p.m. (Eastern time) on the first business day immediately following the date of execution of the Amendment to Escrow Agreement by all parties thereto, Purchasers shall deposit (or cause to be deposited by an Affiliate of Purchasers) with the Escrow Agent an additional deposit amount

equal to the Escrow Deposit Amount less the Original Escrow Deposit (including any interest and earnings thereon) (the "Additional Escrow Deposit"), so that immediately after the Purchaser deposits (or causes to be deposited by an Affiliate of Purchasers) with the Escrow Agent the Additional Escrow Deposit, the Escrow Agent will be holding the entire Escrow Deposit Amount (i.e., \$10,000,000) in accordance with the Amendment to Escrow Agreement. In the event this Agreement is terminated by Sellers pursuant to Section 9.1(c) or Section 9.1(j), the receipt by Sellers of the Escrow Funds shall be Sellers' sole and exclusive remedy (as liquidated damages) against the Purchasers (provided, however, the Sellers' receipt of the Escrow Funds shall not (and shall not be interpreted to) satisfy the Guarantor's obligations owed to Sellers under the Guaranty (or to be liquidated damages with respect thereto) and Sellers shall continue to have all rights and remedies available to Sellers under the Guaranty on the terms sets forth therein) and the Escrow Agent shall, on the first (1st) business day after receipt of joint written notice from Purchasers and ParentCo (on behalf of Sellers), disburse the Escrow Funds to Sellers to be retained by Sellers for their own account. If this Agreement is terminated for any reason other than the termination of this Agreement by Sellers pursuant to Section 9.1(c) or Section 9.1(j), the Escrow Agent shall, on the first (1st) business day after receipt of joint written notice from Purchasers and ParentCo (on behalf of Sellers), return to Purchasers the Escrow Funds and Purchasers shall have no further obligation or Liability of any kind to Sellers or any of their Affiliates. The fees and charges of the Escrow Agent shall be paid one-half by Sellers and one-half by Purchasers.

ARTICLE III BASIC TRANSACTION

3.1 Purchase Price. The aggregate purchase price for the Acquired Assets (the "Purchase Price") is \$82,000,000. In addition, effective as of the Closing, U.S. Purchaser shall assume the Assumed Obligations.

3.2 Payment of Purchase Price at Closing. At the Closing, (a) Purchaser shall deliver or cause to be delivered to Sellers the excess of the Purchase Price over the Escrow Deposit Amount (together with any interest and earnings thereon, if any) by wire transfer of immediately available funds to the account or accounts designated by Sellers, and (b) Purchasers and ParentCo (on behalf of Sellers) shall jointly instruct the Escrow Agent to disburse the Escrow Deposit Amount (together with any interest and earnings thereon, if any) to the accounts or accounts designated by Sellers.

3.3 [Intentionally Omitted].

3.4 [Intentionally Omitted].

3.5 Letters of Credit. At the Closing, Purchasers will cause to be posted letters of credit in substitution for the letters of credit identified on Schedule 3.5 hereto or will otherwise cash-collateralize the letters of credit identified on Schedule 3.5 hereto.

ARTICLE IV CLOSING

4.1 Closing. Upon the terms and subject to the satisfaction of the conditions contained in this Agreement, the closing of the transaction contemplated by this Agreement (the "Closing") will take place at the offices of King & Spalding LLP, 1180 Peachtree Street, Atlanta, Georgia 30309 at 10:00 A.M. Eastern Time as soon as practicable after the date on which the conditions set forth in Article VIII have been satisfied or waived but no later than two (2) business days thereafter; or on such other date or place as Purchasers and ParentCo may determine (the "Closing Date").

4.2 Closing Payments. On the Closing Date:

(a) Purchasers shall deliver to Sellers the Purchase Price less the Escrow Deposit Amount (together with any interest and earnings thereon, if any) by wire transfer of immediately available funds to the account(s) designated by Sellers (which account(s) shall be designated by Sellers to Purchasers in writing at least two (2) business days before the Closing Date);

(b) Purchasers and ParentCo (on behalf of Sellers) shall jointly instruct the Escrow Agent to disburse the Escrow Deposit Amount (together with any interest and earnings thereon, if any) to the accounts or accounts designated by Sellers; and

(c) Purchasers shall pay the Cure Amounts.

4.3 Deliveries by Sellers. At the Closing, Sellers shall deliver or procure delivery to Purchasers of:

(a) a certificate signed by each Seller, dated the date of the Closing Date (in form and substance reasonably satisfactory to Purchasers) certifying that the conditions specified in Section 8.1 and Section 8.2 have been satisfied as of the Closing;

(b) copies of all third-party approvals and governmental approvals required by Section 7.1;

(c) certified copies of the resolutions of the board of directors of each Seller authorizing the execution, delivery and performance of this Agreement and the other agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby;

(d) originals (or, to the extent originals are not available, copies) of all Assumed Executory Contracts (together with all amendments, supplements or modifications thereto) to the extent not already located at the Acquired Owned Real Property or an Assumed Leased Facility;

(e) physical possession of all of the Acquired Assets capable of passing by delivery with the intent that title in such Acquired Assets shall pass by and upon delivery;

(f) one or more bills of sale, in the form attached hereto as Exhibit E, conveying in the aggregate all of the owned personal property of Sellers included in the Acquired Assets, duly executed by Sellers;

(g) one or more assignments and assumptions of the Assumed Obligations, in the form attached hereto as Exhibit F (collectively, the "Assignment and Assumption"), duly executed by the relevant Seller or Sellers;

(h) duly executed Intellectual Property assignments (collectively, the "Intellectual Property Assignments") in the forms attached hereto as Exhibit G each in recordable form to the extent necessary to assign such rights;

(i) in respect of the equity securities or similar interests of the Foreign Subsidiaries being acquired pursuant to Section 2.1(b), (a) transfers of all the shares or other equity interests duly executed by the registered holders in favor of the Foreign Purchaser or as it may direct accompanied by the relevant share certificates (or an express indemnity in a form satisfactory to the Purchasers in the case of any certificate found to be missing) and any power of attorney under which any transfer is executed on behalf of the Company or nominee, together with irrevocable powers of attorney (in such form as the Purchasers may reasonably require) executed by each of the holders of the shares or other equity interests in favor of the Foreign Purchaser to enable the Foreign Purchaser (pending registration of the relevant transfers) to exercise all voting and other rights attaching to the shares or other equity interests, (b) such other documentation reasonably required by Purchasers to effect the transfer, sale or assignment of the stock, limited liability company interests, partnership interests or any other equity interests of the Foreign Subsidiaries and (c) all minute books and stock books of the Foreign Subsidiaries, including all such documentation required by Law;

(j) an affidavit from each Seller, sworn under penalty of perjury and dated as of the Closing Date, in form and substance required under the Treasury Laws issued pursuant to Section 1445 of the Code stating that such Seller is not a foreign person as defined in Section 1445 of the Code;

(k) special warranty or limited warranty deeds (as customary in the applicable jurisdiction) with respect to each Acquired Owned Real Property in form and substance reasonably satisfactory to Purchasers and Sellers;

(l) an assignment and assumption of lease with respect to each of the Assumed Facility Leases in form and substance satisfactory to Purchasers and Sellers (the "Facility Lease Assignments");

(m) certificates of title and title transfer documents to all titled motor vehicles;

(n) an assignment and assumption agreement with respect to Sellers' Permits and warranties in form and substance reasonably acceptable to Purchasers and Sellers, whereby Sellers shall assign to the applicable Purchaser all of their respective rights in and to any Permits and warranties relating (directly or indirectly) to the Acquired Assets or the Business;

(o) all the Books and Records;

(p) such other instruments, in form and substance, reasonably satisfactory to Purchasers and their counsel, as are necessary to vest in the applicable Purchaser good and marketable title in and to the Acquired Assets in accordance with the provisions hereof;

(q) such documentation as may be necessary to change the authorized signatories on any bank accounts or powers of attorney relating (directly or indirectly) to the Acquired Assets;

(r) evidence of the required name changes of the Sellers and their Affiliates as more fully set forth in Section 10.6 of this Agreement;

(s) a certified copy of the Sale Order, in recordable form, for each Acquired Owned Real Property and each Assumed Leased Facility; and

(t) such other documents or instruments as are required to be delivered by any Seller at the Closing pursuant to the terms hereof or that any Purchaser reasonably requests prior to the Closing Date to effect the transactions contemplated hereby.

4.4 Deliveries by Purchasers. At the Closing, Purchasers will deliver to Sellers:

(a) the Assignment and Assumption duly executed by the relevant Purchaser or Purchasers;

(b) a certificate signed by each Purchaser, dated the date of the Closing (in form and substance reasonably satisfactory to Sellers) certifying that the conditions specified in Section 8.1 and Section 8.3 have been satisfied as of the Closing;

(c) certified copies of the resolutions of the board of directors of each Purchaser authorizing the execution, delivery and performance of this Agreement and the other agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby; and

(d) the Facility Lease Assignments, duly executed by the relevant Purchaser or Purchasers.

4.5 Notarized Sale and Transfer Agreement With Respect to the Shares in Propex Fabrics GmbH.

On the Closing Date, Propex Fabrics International Holdings I Inc. and Propex Fabrics International Holdings II Inc. as Sellers and the Foreign Purchaser (or another entity as the Foreign Purchaser may direct and assign such rights to) shall enter into a duly notarized sale and transfer agreement governed by German Law to effect the sale and transfer of the shares in Propex Fabrics GmbH.

4.6 Form of Instruments. To the extent that a form of any document to be delivered hereunder is not attached as an Exhibit hereto, such documents shall be in form and substance, and shall be executed and delivered in a manner, reasonably satisfactory to Purchasers and Sellers.

4.7 Further Assurances. From time to time after the Closing and without further consideration, (i) Sellers, upon the request of any Purchaser, shall execute and deliver such documents and instruments of conveyance and transfer as any Purchaser may reasonably request in order to consummate more effectively the purchase and sale of the Acquired Assets as contemplated hereby and to vest in the applicable Purchaser title to the Acquired Assets transferred hereunder and to permit Purchasers to perfect, record or protect its interests in the Acquired Assets, or to otherwise more fully consummate the transactions contemplated by this Agreement and (ii) Purchasers, upon the request of Sellers, shall execute and deliver such documents and instruments of contract or lease assumption as Sellers may reasonably request in order to confirm any Purchaser's Liability for the Assumed Obligations or otherwise to more fully consummate the transactions contemplated by this Agreement. Sellers shall provide notice of the transactions contemplated by this Agreement to all parties entitled to notice, including all environmental authorities in jurisdictions applicable to Sellers and all other Persons with current or potential Claims with respect to any Excluded Environmental Liabilities or other Liabilities or obligations arising under Environmental Laws. Prior to the Closing, Sellers shall execute such documents and use their reasonable best efforts to take or cause to be taken all action and do or cause to be done all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement.

4.8 Withholding. Notwithstanding anything herein to the contrary, Purchasers shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to each Seller such amounts as it is required to deduct and withhold with respect to the making of such payment under the Code and the rules and regulations promulgated thereunder, or under any provision of state, local or foreign Tax Law. To the extent that amounts are so withheld by Purchasers, as the case may be, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to each Seller in respect of which such deduction and withholding was made by Purchasers.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers jointly and severally represent and warrant to Purchasers that the statements contained in this Article V are correct and complete as of the date of this Agreement and as of the Closing Date, in each case, except as set forth on the Schedules (provided that each such Schedule shall reference with specificity the section of this Article V to which such disclosures or exceptions set forth thereon relate).

5.1 Organization, Standing. Except as set forth on Schedule 5.1, each member of the Company Group is a legal entity duly organized, validly existing and in good standing under the Laws of the state or country of its organization, is qualified to do business in every jurisdiction in which it is required to be qualified and has all requisite corporate or similar power and authority to own, lease and operate its respective properties and assets and to carry on its business as presently conducted and is qualified to do business and in good standing or with active status as a foreign corporation in each jurisdiction where the ownership, leasing or operation of its assets or properties or conduct of its business requires such qualification, except where the failure to be so qualified, in good standing or to have such power or authority, has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

5.2 Subsidiaries. Schedule 5.2 sets forth for each Subsidiary of ParentCo, its name and jurisdiction of organization. Schedule 5.2 sets forth for each Foreign Subsidiary (i) the number of authorized, issued and outstanding shares or equivalent thereof for each class of its capital stock or other equity interests and the holders thereof, (ii) the names and titles of its officers and directors and (iii) if applicable, the names and titles of the members of any supervisory board, advisory board or similar council. All of the issued and outstanding shares of capital stock or other equity interests of each Foreign Subsidiary have been duly authorized and are validly issued, fully paid, and non-assessable. Except as set forth on Schedule 5.2, Sellers hold of record and own beneficially all of the outstanding shares of each Foreign Subsidiary free and clear of any Liens (other than Permitted Acquisition Liens and Permitted Released Liens). There are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, Liens, or other contracts or commitments that could require Sellers to sell, transfer, or otherwise dispose of any capital stock or other equity interests of any of their Foreign Subsidiaries or that could require any Foreign Subsidiary to issue, sell, or otherwise cause to become outstanding any of its own capital stock or other equity interest (other than pursuant to this Agreement). There are no outstanding stock appreciation, phantom stock, profit participation, or similar rights with respect to any Foreign Subsidiary. There are no voting trusts, proxies, or other agreements or understandings with respect to the voting of any capital stock of any Foreign Subsidiary. No member of the Company Group is in material default under or in material violation of any provision of its charter or bylaws or other similar organizational documents. Neither the Company nor any of its Subsidiaries controls directly or indirectly or has any direct or indirect equity participation in any Person that is not a Subsidiary of ParentCo. Except as set forth on Schedule 5.2 and except for the U.S. Operating Subsidiaries and the Foreign Subsidiaries, neither the Company nor any of its Subsidiaries owns or has any right to acquire, directly or indirectly, any outstanding capital stock of, or other equity interests in, any Person.

5.3 Validity of Agreement; Power. Subject to any necessary authorization from the Bankruptcy Court, each Seller has full power and authority to execute and deliver the Transaction Documents to which it is a party and to consummate the transactions contemplated hereby and thereby. All Transaction Documents to which any Seller is a party have been duly executed and delivered by such Person, except such Transaction Documents that are required by the terms hereof to be executed and delivered by such Person after the date hereof, in which case such Transaction Documents will be duly executed and delivered by such Person at or prior to the Closing, and, subject to any necessary authorization from the Bankruptcy Court, all Transaction Documents constitute, or will constitute, as the case may be, the valid and binding agreements of Sellers enforceable against Sellers in accordance with their terms. No other corporate or organizational proceedings on the part of any Seller are necessary to approve and authorize the execution and delivery of the Transaction Documents to which such Person is a party and the consummation of the transactions contemplated thereby.

5.4 No Conflicts or Violations. Subject to entry of the Sale Order, except as set forth on Schedule 5.4, and except any of the following that will not be enforceable due to operation of the Sale Order, the execution, delivery and performance of the Transaction Documents and the consummation of the transactions contemplated thereby by the Company Group do not and shall not conflict with, result in any breach, default or violation of, give rise to a right of modification, termination, acceleration or loss of a material benefit under, result in the creation of any Lien

(other than any Permitted Released Lien) or Liability under, require any authorization, consent, approval, exemption or other action by or notice or declaration to, or filing with, any Governmental Authority, under (i) any provision of the articles of incorporation or bylaws or other equivalent organizational document of any member of the Company Group, (ii) any Material Contract to which any member of the Company Group is a party to or by which it is bound, (iii) any determination or Order of any Governmental Entity or Law applicable to any member of the Company Group or its property or assets, or (iv) any material Permit applicable to (A) any of the Acquired Assets or the Business or (B) any of the assets or operations of any of the Foreign Subsidiaries.

5.5 Financial Statements and Related Matters.

(a) Set forth on Schedule 5.5 attached hereto are copies of Sellers' (i) unaudited consolidated and consolidating balance sheet as of December 31, 2008 (the "Latest Balance Sheet") and the related statements of income and cash flows for the 12-month period then ended and (ii) audited consolidated and consolidating balance sheets and statements of income and cash flows for the fiscal year ended December 31, 2007. Each of the foregoing financial statements (including the notes thereto, if any) (the "Financial Statements") is consistent with the Books and Records (which are accurate and complete), presents fairly each member of the Company Group's financial condition and results of operations as of the times and for the periods referred to therein, and has been prepared in accordance with GAAP, subject in the case of unaudited financial statements to changes resulting from normal year-end adjustments (which shall not be material individually or in the aggregate) and to the absence of footnote disclosure. All of the 13-week cash flow forecasts and POR Version 80's that have been previously delivered to or made available to Purchasers and their Affiliate(s) were based upon reasonable assumptions in light of the facts and circumstances at the time made and were provided to Purchasers or such Affiliate(s) in good faith.

(b) Schedule 5.5 sets forth, as of December 31, 2008, all of the Foreign Debt. As of the Closing Date, there will not be any Indebtedness of any Foreign Subsidiary except as set forth on Schedule 5.5 and except as may be incurred in the Ordinary Course of Business.

(c) To the Knowledge of Sellers, no Foreign Subsidiary has any material obligations or material Liabilities arising out of transactions entered into at or prior to the Closing, or any action or inaction at or prior to the Closing, or any state of facts existing at or prior to the Closing, except (i) obligations under Contracts described on Schedule 5.5(c) or under Contracts which are not required to be disclosed thereon (but not Liabilities for breaches thereof), (ii) Liabilities stated or adequately reserved against in the Liabilities side of the Latest Balance Sheet and (iii) Liabilities which have arisen after the date of the Latest Balance Sheet in the Ordinary Course of Business or otherwise in accordance with the terms and conditions of this Agreement (none of which is a material Liability for breach of contract, breach of warranty, tort or infringement or a claim or lawsuit or Liability under Environmental Laws).

(d) Except as set forth on Schedule 5.5(d), all Accounts Receivable arising from services or sales by any member of the Company Group constitutes a bona fide receivable resulting from a bona fide sale to a customer in the Ordinary Course of Business on commercially reasonable terms.

(e) The Inventory of members of the Company Group (i) consists of materials and goods useable or saleable in the Ordinary Course of Business (taking into account the quantity and quality of the Inventory), (ii) is fit and merchantable for its particular use, and (iii) is valued at lower of cost or market less applicable valuation reserves all in accordance with GAAP. Except as set forth on Schedule 5.5(e), none of the Inventory is subject to any consignment, bailment, warehousing or similar agreement.

5.6 Title to Assets; Assets Necessary to Business.

(a) The Company Group has good and marketable title to, or a valid leasehold interest in or all rights to use, all assets reflected under the heading "assets" on the face of the Latest Balance Sheet, and as such balance sheet will be adjusted through the Closing Date to reflect transactions occurring in the Ordinary Course of Business since the date of the Latest Balance Sheet as may be effected in accordance with Section 7.3. Except as set forth on Schedule 5.6(a), there are no leasehold interests, licenses or other rights, in favor of a Third Party, to use any material portion of the Acquired Assets.

(b) The assets of each member of the Company Group are in good operating condition and repair (ordinary wear and tear excepted) and are fit for use in the Ordinary Course of Business, in each case except as would not be reasonably likely to result in a Material Adverse Effect.

(c) The Acquired Assets (other than equity interests of the Foreign Subsidiaries being acquired pursuant to Section 2.1(b)) constitute all of the assets, Contracts and properties necessary to conduct the United States operation of the Business as presently conducted (other than the Excluded Assets). Each asset that is material to the United States operations of the Business as presently conducted is an Acquired Asset (other than the Excluded Assets). The assets, Contracts and properties held by the Foreign Subsidiaries, together with the Acquired Assets, constitute all of the assets, Contracts and properties necessary to conduct the foreign operation of the Business as presently conducted.

(d) Subject to Bankruptcy Court approval, Sellers have the power and the right to sell, assign and transfer and Sellers will sell and deliver to Purchasers, and upon consummation of the transactions contemplated by this Agreement at the Closing, Purchasers will acquire good and marketable title to the Acquired Assets, free and clear of all Liens (other than Permitted Acquired Asset Liens) and Excluded Liabilities. Subject to Bankruptcy Court approval, Sellers have the power and right to sell, assign and transfer and Sellers will sell and deliver to Purchaser, and upon consummation of the transactions contemplated by this Agreement at the Closing, Purchaser will acquire good and marketable title to all of the issued and outstanding capital stock of the Foreign Subsidiaries, free and clear of all Liens (other than Permitted Acquired Asset Liens) and Excluded Liabilities.

5.7 Real Property.

(a) Schedule 5.7(a) sets forth the address and description of all Owned Real Property. With respect to each Acquired Owned Real Property: (i) the applicable Seller has good fee simple title free and clear of all encumbrances, except Permitted Acquired Asset Liens and

Permitted Released Liens; (ii) there are no leases, subleases, licenses, concessions, or other agreements, written or oral, granting to any Person the right of use or occupancy of any portion of such Owned Real Property; (iii) there are no outstanding options, rights of first offer, or rights of first refusal to purchase such Owned Real Property (other than the right of Purchasers pursuant to this Agreement), or any portion thereof or interest therein; and (iv) members of the Company Group are not a party to any agreement or option to purchase any real property or interest therein.

(b) No member of the Company Group has received any written notice of any pending or threatened expropriation, condemnation or other Proceedings in the nature of eminent domain in connection with any parcel of the Owned Real Property or the Leased Facilities.

(c) Schedule 5.7(c) sets forth the title and parties to, and date of, each of the Facility Leases, and the address of each Leased Facility and a true and complete list of all Facility Leases (including all amendments, modifications, extensions, renewals, guaranties, and other agreements with respect thereto). In addition, except for the Facility Leases identified on Schedule 5.7(c) attached hereto, (i) there are no occupancy rights, subleases or licenses presently affecting the Leased Facilities; (ii) the Company Group has heretofore delivered to Purchasers true and complete copies of each of the Facility Leases (or in the case of an oral lease, a written summary of the material terms of such lease) and none of such leases has been amended, modified or terminated except as disclosed to Purchasers; (iii) the Facility Leases are at present and on the date of the Closing shall be in full force and effect unless any such Facility Lease shall have expired in accordance with its terms (and not because of any termination or other acceleration of the stated expiration date thereof); (iv) there is no option to purchase, right of first offer, right of first refusal or other provision granting any member of the Company Group or any other Person any right to acquire the Leased Facilities; (v) subject to entry of the Sale Order, the assignment of the Facility Lease to a Purchaser pursuant to this Agreement does not require the consent of any other party to such Lease, will not result in a breach of or default under such Facility Lease, or otherwise cause such Facility Lease to cease to be legal, valid, binding, enforceable and in full force and effect on identical terms following the Closing; (vi) to the Knowledge of Sellers, Sellers' possession and quiet enjoyment of the Leased Facility under such Facility Lease has not been disturbed, and to the Knowledge of Sellers, there are no material disputes with respect to such Facility Lease; (vii) to the Knowledge of Sellers, neither Sellers nor any other party to the Facility Lease is in breach or default under such Facility Lease (other than breaches and defaults that will be cured in connection with the assumption and assignment of the Facility Leases), and no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a breach or default, or permit the termination, modification or acceleration of rent under such Facility Lease; (viii) no security deposit or portion thereof deposited with respect such Facility Lease has been applied in respect of a breach or default under such Facility Lease which has not been redeposited in full; (ix) Sellers do not, and will not in the future, owe any brokerage commissions or finder's fees with respect to such Facility Lease; (x) the other party to such Facility Lease is not an Affiliate of, and otherwise does not have any economic interest in, Sellers; (xi) Sellers have not subleased, licensed or otherwise granted any Person the right to use or occupy such Facility Lease or any portion thereof; and (xii) Sellers have not collaterally assigned or granted any other security interest in such Facility Lease or any interest therein (other than pursuant to the DIP Facility).

(d) Sellers have good and marketable title to the Leasehold Improvements, free and clear of all Liens, except Permitted Acquired Asset Liens and Permitted Released Liens, and other than the right of Purchasers pursuant to this Agreement, there are no outstanding options, rights of first offer or rights of first refusal to purchase any such Leasehold Improvements or any portion thereof or interest therein.

(e) To the Knowledge of Sellers, there are no defects (latent, patent or otherwise) in the buildings, improvements and structures and fixtures located on or at the Owned Real Property or at the Leased Facilities which would materially impair the conduct of the Business immediately following the Closing. To the Knowledge of Sellers, the mechanical, electrical, plumbing, HVAC and other systems servicing the Owned Real Property and the Leased Facilities are in good working order and repair, ordinary wear and tear excepted, and there are no defects (latent, patent, or otherwise) in such systems which could reasonably be expected to materially impair the conduct of the Business immediately following the Closing.

(f) To the Knowledge of Sellers, each parcel of Owned Real Property and each Leased Facility has direct access to a public street adjoining the real property, and such access is not dependent on any land or other real property interest which is not included in such Owned Real Property or such Leased Facility. To the Knowledge of the Sellers, none of the improvements on such Owned Real Property or such Leased Facility is dependent for its access, use or operation on any land, building, improvement or other real property interest which is not included in such Owned Real Property or such Leased Facility.

(g) The Owned Real Property and the Leased Facilities comprise all of the real property used or intended to be used, or otherwise related to, the Business.

5.8 Intellectual Property.

(a) Schedule 5.8(a) sets forth a complete and correct list of all of the following that are either owned by any member of the Company Group or licensed for use, in the Business as presently conducted: (i) patents and patent applications, trademark registrations and applications, copyright registrations and applications, internet domain name registrations, and other applications for registrations of Intellectual Property; and (ii) material unregistered trademarks and copyrights. Except as set forth on Schedule 5.8(a), no member of the Company Group licenses Intellectual Property to a Third Party

(b) Each member of the Company Group owns and possesses, free and clear of all Liens (other than Liens set forth on Schedule 5.8(b) or that will be discharged pursuant to the Sale Order), all right, title and interest in and to, or has a right to use pursuant to a written license agreement that, to the Knowledge of Sellers, is valid and enforceable, all of the Intellectual Property necessary for the conduct of the Business as presently conducted by any member of the Company Group (together with all other items of Intellectual Property owned by any member of the Company Group, collectively, the "Company Intellectual Property"). All of the material Company Intellectual Property set forth or required to be set forth on Schedule 5.8(a) is, to the Knowledge of Sellers, valid, subsisting and enforceable. Each member of the Company Group has taken commercially reasonable actions to maintain and protect the material Company Intellectual Property owned by such member.

(c) No Claims are pending or, to the Knowledge of Sellers, are threatened, contesting the validity, use, ownership or enforceability of any of the Company Intellectual Property owned by any member of the Company Group. To the Knowledge of Sellers, no member of the Company Group is infringing, misappropriating or otherwise conflicting with, and the operation of the Business as presently conducted does not infringe, misappropriate or otherwise conflict with, any Intellectual Property of any Third Party. To the Knowledge of Sellers, there are no facts which indicate a likelihood of any of the foregoing. No Seller has received in the two (2) years prior to the date of this Agreement any written notices regarding any of the foregoing (including any demands or offers to license any Intellectual Property from any Third Party in connection with a Claim of infringement, misappropriation or conflict with such Intellectual Property).

(d) To the Knowledge of Sellers, no Third Party is infringing, misappropriating or otherwise conflicting with, and in the two (2) years prior to the date of this Agreement, no Third Party has infringed, misappropriated or otherwise conflicted with, any of the Company Intellectual Property owned by any member of the Company Group.

(e) To the Knowledge of Sellers, Sellers have entered into valid and enforceable written agreements having confidentiality and proprietary rights provisions with all of their current consultants, contractors and employees that are responsible for development, creation or modification of Company Intellectual Property within the scope of their assigned duties (i) assigning ownership to Sellers of all Intellectual Property created, developed or modified by (A) such employees within the scope of their employment and related to the Business or (B) such contractors or consultants engaged by Sellers and used in, related to, useful for, or otherwise associated with, the Business; and (ii) requiring such employees, contractors and consultants to maintain the confidentiality of all Company Intellectual Property.

5.9 Contracts.

(a) (x) Except as set forth on Schedule 5.9(a)(i), no Seller is a party to or bound by and (y) except as set forth on Schedule 5.9(a)(ii), to the Knowledge of Sellers, no Foreign Subsidiary is a party to or bound by, in each case, whether written or oral, any:

(i) Collective Bargaining Agreement or Contract with any labor union or pension, profit sharing, stock option, employee stock purchase or other plan or arrangement providing for deferred or other compensation to employees or any other employee benefit plan, arrangement or practice;

(ii) management agreement or Contract for the employment of any officer, individual employee or other Person on a full-time, part-time, consulting or other basis (A) providing annual cash or other compensation in excess of \$200,000, (B) providing for the payment of any cash or other compensation or benefits as a result of the execution of this Agreement or the consummation of the transactions contemplated hereby or (C) otherwise restricting its ability to terminate the employment of any employee at any time for any lawful reason or for no reason without Liability other than notice or payment required by Law;

(iii) Contract with any Government Authority;

(iv) Contract of any Foreign Subsidiary relating to borrowed money or other Indebtedness in the aggregate in excess of \$250,000 or the mortgaging, pledging or otherwise placing a Lien on any material asset or group of material assets of any Foreign Subsidiary or any letter of credit arrangements, or any guaranty therefor;

(v) Contract under which any member of the Company Group is a (A) lessee of or holds or operates any personal property owned by any other Person, except for any lease of personal property under which the aggregate annual rental payments do not exceed \$250,000 in any twelve-month period or (B) lessor of or permits any Person to hold, operate or occupy any property, real or personal, owned or controlled by any member of the Company Group;

(vi) Contract or group of related Contracts (other than purchase and sale orders entered into in the Ordinary Course of Business) with the same party or group of Affiliated parties continuing over a period of more than six (6) months from the date or dates thereof, not terminable by any member of the Company Group upon thirty (30) days or less notice without penalty or involving more than \$100,000;

(vii) Contract of any Foreign Subsidiary relating to the ownership of, investments in or loans and advances to any Person in an aggregate amount exceeding \$250,000, including investments in joint ventures and minority equity investments;

(viii) license, royalty or other Contracts with respect to any Intellectual Property, including any such Contracts under which any member of the Company Group is a licensor or licensee but excluding licenses for commercially available off-the-shelf software with a replacement cost and/or annual license or subscription fee of less than a total cost of \$25,000 in the aggregate;

(ix) Contract that contains any provision pursuant to which a Foreign Subsidiary is obligated to indemnify or make any indemnification payments to any Person (other than Contracts entered into in the Ordinary Course of Business);

(x) agent, sales representative, sales or distribution Contracts (other than purchase and sale orders entered into in the Ordinary Course of Business);

(xi) Contract relating to the marketing or advertising of any member of the Company Group's products or services;

(xii) With respect to the Foreign Subsidiaries, powers of attorney or other similar Contracts or grants of agency;

(xiii) Contract prohibiting it, now or in the future, from freely engaging in any business or competing anywhere in the world or restricting its use or disposition of any Intellectual Property owned by any member of the Company Group, including any nondisclosure, non-competition, settlement, coexistence, standstill or confidentiality agreements;

(xiv) Contract (i) providing for any member of the Company Group to be the exclusive provider of any product or service to any Person or the exclusive recipient of

any product or service of any Person or that otherwise involves the granting by any Person to the any member of the Company Group of exclusive rights of any kind, (ii) providing for any Person to be the exclusive provider of any product or service to any member of the Company Group or (iii) granting to any Person a right of first refusal or right of first offer on the sale of any part of the business of any member of the Company Group; and

(xv) any other individual Contract that is otherwise material to the assets, operations or financial condition of the Company Group, taken as a whole.

(b) All of the Contracts set forth or required to be set forth on Schedule 5.9(a)(i) are referred to as the "Seller Material Contracts" and all of the Contracts set forth or required to be set forth on Schedule 5.9(a)(ii) are referred to as the "Foreign Material Contracts" (the Seller Material Contracts and the Foreign Material Contracts, together, the "Material Contracts"). Except as disclosed on Schedule 5.9(b) attached hereto, (i) to the Knowledge of Sellers, no Material Contract has been breached or canceled by the other party, (ii) except for defaults that will be cured in connection with the Closing or arising solely as a consequence of the commencement of the Chapter 11 Cases, neither any member of the Company Group nor any other party thereto is in default or breach in any material respect under the terms of any Material Contract and, to the Knowledge of Sellers, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute a default or breach thereunder, (iii) no member of the Company Group has assigned, delegated or otherwise transferred to any Person any of its rights, title or interest under any Material Contract, and (iv) to the Knowledge of Sellers, each Material Contract is legal, valid, binding, enforceable and in full force and effect and, subject to the terms of this Agreement, will continue as such following the consummation of the transactions contemplated hereby.

(c) Sellers have provided Purchasers with true and correct copies of all Material Contracts, in each case together with all amendments, waivers or other changes thereto Schedule 5.9(a)(i) and Schedule 5.9(a)(ii) contain an accurate and complete description of all material terms of all oral Contracts referred to therein.

5.10 Insurance. Schedule 5.10 lists and describes all material policies of insurance owned, held, or maintained by or for the benefit of any member of the Company Group or insuring the property or assets of any member of the Company Group, including the type and amount of coverage and the expiration dates of the policies and, to the Knowledge of Sellers, lists the claims history for the past two (2) years. The Company Group has made available to Purchasers all policies of insurance owned, held, or maintained by or for the benefit of any member of the Company Group or insuring the property or assets of any member of the Company Group. Except as set forth on Schedule 5.10 attached hereto, (a) current premiums and any other obligations under such insurance have been paid and all such policies are valid and enforceable and in full force and effect on the date hereof and no member of the Company Group is in default with respect to its obligations under any such insurance policies, and (b) no member of the Company Group has received any written notice within the last 90 days threatening suspension, revocation, modification or cancellation of any insurance policy or a material increase in any premium in connection therewith or informing any member of the Company Group that any coverage listed on Schedule 5.10 will or may not be available in the future on substantially the same terms as now in effect. Except as set forth on Schedule 5.10, to the

Knowledge of Sellers, no member of the Company Group has been denied insurance coverage within the past two (2) years. Except as set forth on Schedule 5.10, no member of the Company Group has any self-insurance or co-insurance programs. The reserves set forth on the Latest Balance Sheet are adequate to cover all reasonably anticipated Liabilities with respect to self-insurance or coinsurance programs listed on Schedule 5.10.

5.11 Taxes. Except as set forth on Schedule 5.11:

(a) Each member of the Company Group has filed all Tax Returns that it was required to file. All filed Tax Returns were correct and complete in all material respects. All Taxes owed by any Foreign Subsidiary (whether or not shown on any Tax Return) have been timely paid. No Foreign Subsidiary is the beneficiary of any extension of time within which to file any Tax Return. With respect to each member of the Company Group, no Claim has ever been made by a Governmental Authority in a jurisdiction where such party does not file Tax Returns that such party is or may be subject to taxation by that jurisdiction.

(b) Each member of the Company Group has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other Third Party, and all Forms W-2 and 1099 (or any other applicable form) required with respect thereto have been properly completed and timely filed.

(c) There is no dispute or Claim concerning any Tax Liability of any Foreign Subsidiary claimed or raised by any authority in writing. To the Knowledge of Sellers, Schedule 5.11(c) lists all federal, state, local, and foreign income Tax Returns filed with respect to any Foreign Subsidiary for taxable periods ended within the last two (2) years, indicates those Tax Returns that have been audited, and indicates those Tax Returns that currently are the subject of audit.

(d) No member of the Company Group is a party to any Tax allocation or sharing agreement. Within the two (2) year period prior to the date of this Agreement, no member of the Company Group (A) has been a member of an Affiliated Group filing a consolidated federal income Tax Return (other than a group the common parent of which was ParentCo) and (B) has any Liability for the Taxes of any Person (other than any member of the Company Group) under Reg. §1.1502-6 (or any similar provision of state, local, or foreign Law), as a transferee or successor, by Contract, or otherwise.

(e) The unpaid Taxes of each Foreign Subsidiary (i) did not as of December 31, 2008, exceed the reserve for Tax Liability of each Foreign Subsidiary (rather than any reserve for deferred Taxes established to reflect timing differences between book and Tax income) set forth on the face of the Latest Balance Sheet (rather than in notes thereto) and (ii) will not exceed that reserve as adjusted for operations and transactions through the Closing Date in accordance with the past custom and practice of each Foreign Subsidiary in filing its Tax Returns.

(f) No Foreign Subsidiary has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(g) No member of the Company Group is or has been a party to any "listed transaction," as defined in § 6707A(c)(2) and Treasury Regulation § 1.6011-4(b)(2).

(h) All transactions, including in respect of transfer pricing for goods and services provided within the Company Group, have been made in material compliance with Law and are all properly supported and documented in material compliance with all Laws and the requirements and guidelines of any Governmental Authority.

(i) Each of the Foreign Subsidiaries (other than Propex do Brasil Ltda. and Propex Fabrics Magyarország TermelőKorlatolt Felelősségű Tarsagag) is currently treated as a corporation for U.S. federal income tax purposes and has not made an election to change its tax classification within the last sixty (60) months pursuant to U.S. Treasury regulation section 301.7701-3. Each of Propex do Brasil Ltda. and Propex Fabrics Magyarország TermelőKorlatolt Felelősségű Tarsagag elected to be treated as corporations for U.S. federal income tax purposes effective December 1, 2004, and has not made any other election to change its tax classification within the last sixty (60) months pursuant to U.S. Treasury regulation section 301.7701-3.

5.12 Employee Benefit Plans.

(a) Schedule 5.12(a) sets forth a complete and accurate list of each Employee Benefit Plan. Sellers have provided to Purchasers true and correct copies of each Assumed Employee Benefit Plan and all material documents pursuant to which such Employee Benefit Plans are maintained, funded and administered (including all plan documents and amendments thereto, and the most recent or current summary plan documents, trust documents, annual reports, actuarial reports, service agreements and group insurance contracts). To the Knowledge of Sellers, each Assumed Employee Benefit Plan has been established, maintained, funded and administered in material compliance with its terms, all applicable requirements of ERISA, the Code, and other applicable Laws, and the terms of each Collective Bargaining Agreement. To the Knowledge of Sellers, each Assumed Employee Benefit Plan which is intended to be qualified within the meaning of Code § 401(a) is so qualified and has received a favorable determination letter from the Internal Revenue Service upon which it may rely, and to the Knowledge of Sellers nothing has occurred that is likely to adversely affect the qualified status of such Assumed Employee Benefit Plan.

(b) Except as set forth on Schedule 5.12(b)(i), no Employee Benefit Plan is subject to Title IV or Section 302 of ERISA or Section 412 of the Code, and no Seller or any ERISA Affiliate contributes to or has any Liability with respect to any such plan. Schedule 5.12(b)(ii) sets forth a complete and correct list of each Multiemployer Plan. All contributions required to be made to any Multiemployer Plan by any Seller or any ERISA Affiliate have been made; no Proceeding has been initiated to terminate any Multiemployer Plan; there has been no "reportable event" (within the meaning of Section 4043 of ERISA) with respect to any Multiemployer Plan; no Multiemployer Plan is in reorganization as described in Section 4241 of ERISA; no Multiemployer Plan is insolvent as described in Section 4245 of ERISA; and no Multiemployer Plan is considered to be in "endangered" or "critical" status under Section 432 of the Code. No Seller or any ERISA Affiliate has any Liability on account of a "partial withdrawal" or a "complete withdrawal" (within the meaning of Sections 4205 and 4203 of ERISA, respectively) from any Multiemployer Plan, no such Liability has been asserted, and

there are no facts or circumstances (including the consummation of the transactions contemplated by this Agreement) that could result in any such partial or complete withdrawal or the assertion of any such Liability. No Seller or ERISA Affiliate is bound by any contract or has any Liability described in Section 4204 of ERISA.

(c) Except as set forth on Schedule 5.12(c), to the Knowledge of Sellers, no event or condition has occurred in connection with which any Seller or any ERISA Affiliate could be reasonably likely to be subject to any material Liability, fine, excise Tax, or Lien with respect to any Employee Benefit Plan or any other "employee benefit plan" (within the meaning of Section 3(3) of ERISA) under ERISA, the Code or any other applicable Law or under any agreement or arrangement pursuant to or under which any Seller or any ERISA Affiliate is required to indemnify any Person against such Liability or have any joint and several Liability.

(d) Except as set forth on Schedule 5.12(d), to the Knowledge of Sellers, the consummation of the transactions contemplated by this Agreement (alone or in connection with any subsequent event, including a termination of employment) will not (i) accelerate the vesting or payment of any economic benefit provided or made available under any Assumed Employee Benefit Plan, (ii) increase the amount of or forfeit any economic benefit provided or made available under any Assumed Employee Benefit Plan, or (iii) accelerate or increase the funding obligation under any Assumed Employee Benefit Plan.

(e) Sellers and the ERISA Affiliates have complied with the health care continuation requirements of Part 6 of Subtitle B of Title I, Section 4980B of the Code and any similar state Law of ERISA ("COBRA"); and, except as set forth on Schedule 5.12(e), no Seller or ERISA Affiliate has any obligations under any Employee Benefit Plan, or otherwise, to provide post-termination health or life insurance benefits to any Person, except as specifically required under COBRA.

(f) With respect to each Assumed Employee Benefit Plan, all payments, premiums, contributions, distributions, reimbursements or accruals for all periods (or partial periods) ending prior to or as of the Closing Date shall have been timely made in accordance with the terms of the applicable Employee Benefit Plan, applicable Law and GAAP. None of the Assumed Employee Benefit Plans has any material unfunded Liabilities.

(g) To the Knowledge of Sellers, each Assumed Employee Benefit Plan which is a "nonqualified deferred compensation plan" (as defined under Section 409A(d)(1) of the Code) maintained by any Seller has been operated in material compliance with Section 409A of the Code and applicable guidance thereunder (which applicable guidance, since December 31, 2008, has been the final regulations under Section 409A of the Code) and, on and after December 31, 2008, has been set forth in a written document that complies in all material respects with the requirements of Section 409A of the Code and the final regulations thereunder, and to the Knowledge of Sellers, no amount under any such plan is or has been subject to the interest or additional Tax (the "409A Penalties") set forth under Section 409A(a)(1)(B) of the Code nor to the Knowledge of the Sellers is there any reasonable basis for any party to assert that any amount under any such plan is or has been subject to the 409A Penalties.

(h) To the Knowledge of Sellers, all benefit plans currently sponsored or contributed to by any member of the Sellers or Foreign Subsidiaries which would fall within Section 5.12(a) but for the fact that such plans are maintained or governed outside the jurisdiction of the United States (the "Foreign Benefit Plans") are listed on Schedule 5.12(h), and a true and complete copy of the current plan text and amendments thereto of each Foreign Benefit Plan has been provided to Purchasers. To the Knowledge of Sellers, except as set forth on Schedule 5.12(h):

(i) Where required by Law, each of the Foreign Benefit Plans has obtained from the Governmental Authorities having jurisdiction with respect to such plan any required determinations that such plans are in compliance with the Laws and regulations of any government;

(ii) There are no pending investigations by any Governmental Authority involving the Foreign Benefit Plans, and no claims pending or, to the Knowledge of Sellers, threatened, suits or proceedings against any Foreign Benefit Plan or asserting any rights or claims to benefits under any Foreign Benefit Plan (whether by and employee, Governmental Authority or otherwise), other than benefits payable in the Ordinary Course of Business of the Foreign Benefit Plans;

(iii) Each Foreign Benefit Plan has been maintained, funded and administered in accordance with applicable Laws and the requirements of such Foreign Benefit Plan's governing documents and any applicable Collective Bargaining Agreements, if any, or agreements with works council. No Foreign Benefit Plan has any material unfunded or underfunded Liabilities;

(iv) The consummation of the transactions contemplated by this Agreement (alone or in connection with any subsequent event, including a termination of employment) will not (i) accelerate the vesting or payment of any economic benefit provided or payable under any Foreign Benefit Plan, (ii) increase the amount of any economic benefit provided or made available under any Foreign Benefit Plan, or (iii) accelerate or increase the funding obligation under any Foreign Benefit Plan; and

(v) All contributions or premiums required to be made by to the Foreign Benefit Plans have been made in a timely fashion in accordance with the terms of the Foreign Benefit Plans and applicable Laws. All employee contributions to the Foreign Benefit Plans required to be made by way of authorized payroll deduction have been properly withheld and fully paid into the Foreign Benefit Plans. There have been no improper withdrawals, or applications of, the assets of the Foreign Benefit Plans. There are no Taxes owing in respect of the Foreign Benefit Plan.

5.13 Foreign Pension Plans. To the Knowledge of Sellers, except as set forth in Schedule 5.13: At the date of this Agreement, other than the Foreign Pension Plans, there is not in operation, there has not been in operation and no proposal has been announced to enter into or establish, any agreement, arrangement, custom or practice for the payment by one or more of the Foreign Subsidiaries of, or of a contribution towards any Relevant Benefits for the benefit of a Foreign Employee or any other Person who may be entitled to a Relevant Benefit on the basis of

the Foreign Employees' agreement with a Foreign Pension Plan or any of the Foreign Subsidiaries or any Law applicable to any of the Foreign Subsidiaries.

(b) To the extent required under applicable Law, all Foreign Pension Plans are Registered in accordance with the local Law of the jurisdiction in which they are established.

(c) All Foreign Pension Plans (other than any State Benefit Plan) have been designed to comply with, and maintained, funded and administered in accordance with, all applicable local Laws of the jurisdiction in which they are established and the terms of the governing documentation of the Foreign Pension Plans. As of the date hereof, no Foreign Pension Plan (excluding the State Benefit Plans) nor any Foreign Subsidiary with respect to a State Benefit Plan has any unfunded or underfunded Liabilities in excess of \$100,000.

(d) Where required by Law, each Foreign Pension Plan (excluding the State Benefit Plans) and each Foreign Subsidiary with respect to a State Benefit Plan has obtained from the Government Authorities having jurisdiction with respect to such Scheme any required determinations that such Foreign Pension Plan are in compliance with the applicable Laws.

(e) There are no pending investigations by any Governmental Authority involving the Foreign Pension Plans and no claims pending or threatened (except for claims for benefits payable in the normal operation of the Foreign Pension Plans), suits or proceedings against any Foreign Pension Plans or asserting any rights or claims to benefits under any Foreign Pension Plans, other than benefits payable in the ordinary course of the operations of the Foreign Pension Plans. All Foreign Pension Plan documentation and records are up to date and reflect the terms of the Foreign Pension Plans as announced to Foreign Employees and as operated in practice. The representation in this Section 5.13(e) does not apply to any State Benefit Plan.

(f) There are no pending investigations by any Governmental Authority and no claims pending or threatened suits or proceedings against any Foreign Subsidiary asserting any rights or claims with respect to failure of such Foreign Subsidiary to comply with any State Benefit Plan.

(g) Other than the Retention Agreements, no Foreign Subsidiary has entered into any retention agreement with any employee or consultant.

(h) All payments, contributions and expenses to, or relating to, the Foreign Pension Plans by any of the Foreign Subsidiaries up to the Closing Date (including contributions payable) or their Foreign Employees via payroll deduction which have fallen due for payment have been duly made and applied in accordance with the provisions of the Foreign Pension Plans' governing documentation. There has been no breach of the terms of the governing documentation of the Foreign Pension Plans (other than any State Benefit Plan), or of any Laws applicable to the Foreign Pension Plans, by any Foreign Subsidiary or by any Trustee of the Foreign Pension Plans.

(i) No Foreign Employee based in the European Union came to their employment with any Foreign Subsidiary as a result of the Acquired Rights Directive 2001 2001/23/EC or any local Law implementing such directive.

(j) All material details of the Foreign Pension Plans (other than the State Benefit Plans) have been given to the Purchasers including true and complete copies of: (i) a copy of each agreement, deed and all rules governing or relating to the Foreign Pension Plans; (ii) a copy of each explanatory document (presently issued by the group or otherwise) issued to a Foreign Employee who is or may become a member of the Foreign Pension Plans; (iii) a copy of the most recent actuarial valuation or funding review of the Foreign Pension Plans that has been received (in draft or final form) by the Trustees; (iv) a copy of the audited accounts of the Foreign Pension Plans for the last scheme year, or where such audited accounts do not exist the latest Foreign Pension Plan accounts; (v) the most recent Trustee annual report; (vi) a list of Foreign Employees who are members of the Foreign Pension Plans, with all details relevant to their membership of the Foreign Pension Plans and necessary to establish their entitlements to benefits; (vii) a copy of the statement of investment principles in respect of the Foreign Pension Plans; and any relevant undertaking given by the Foreign Pension Plan in relation to the taxation and governance of the Foreign Pension Plan and all notifications and approvals given to the Foreign Pension Plans by any relevant tax or governance authority.

(k) No discretion or power has been exercised under the Foreign Pension Plans (other than any State Benefit Plans) in respect of Foreign Employees (or request made for a discretion or power to be exercised) to: (i) augment benefits; (ii) admit to membership a Person who would not otherwise have been eligible for admission to membership; (iii) provide a benefit that would not otherwise be provided; or (iv) pay a contribution that would not otherwise have been paid.

(l) Each benefit (except a refund of contributions) payable under the Foreign Pension Plans (other than any State Benefit Plans) on the death of a member of the Foreign Pension Plans or during periods of sickness or disability of the member is fully insured.

(m) No plan, proposal or intention by any of the Foreign Subsidiaries to amend, discontinue (in whole or in part) or exercise a discretion in relation to the Foreign Pension Plans (other than any State Benefit Plans) has been communicated to a Foreign Employee who is a member of the Foreign Pension Plans.

(n) No increase has been made to the remuneration that is pensionable under the Foreign Pension Plans (other than any State Benefit Plans) of a Foreign Employee who is or was a member of the Foreign Pension Plans since the date on which the current administrative year of the Foreign Pension Plans started that exceeds (where appropriate) the rate of increase assumed for the purposes of the most recent actuarial valuation.

(o) Other than as provided in the governing documents presently applicable to the Foreign Pension Plans (other than any State Benefit Plan), no Foreign Subsidiaries have indemnified the Trustees or anyone else against any liabilities of any nature in connection with any Foreign Pension Plan.

(p) As of the date of this Agreement, to the Knowledge of Sellers, with respect to each Foreign Pension Plan which is a defined benefit scheme under applicable local Law (other than any State Benefit Plan): (i) the information supplied by the applicable Foreign Subsidiaries or any of the Company's Subsidiaries to the actuary for use in preparing the valuation, if any, and

any supplementary actuarial advice was complete and accurate in all material respects; (ii) since the date of such valuation, if any, there are no factors, other than the general economic impact on the value of assets from December 31, 2008 to the Closing Date and exchange rate fluctuations in the same period, which have caused or contributed to any substantial deterioration in the level of funding of the Foreign Pension Plan and where such deterioration is material it has been brought to the attention of the Purchasers; (iii) pensionable salaries have not increased at a rate greater than the rate of future increase in pensionable salaries assumed for the purpose of the valuation; (iv) the rate at which contributions to the Foreign Pension Plans are payable and the basis on which they are calculated and whether they are paid in advance or in arrears have been provided to Purchasers; (v) since the effective date of the most recent actuarial valuation, contributions have been paid to the Foreign Pension Plans at the rate and at the times recommended by the actuary, and in all other respects in accordance with the terms of the Foreign Pension Plans; (vi) the assets of the Foreign Pension Plans are sufficient to fund the benefits in payment and those prospectively or contingently payable under the Foreign Pension Plans in respect of Pensionable Service completed or credited to the Closing Date (making proper allowance insofar as the provision of any pension is concerned for projected future increases in salary and for discretionary increases in pensions which might reasonably be expected to be granted taking account of the past practice of the trustees of the Foreign Pension Plans) on the actuarial bases and in accordance with the actuarial assumptions in the most recent actuarial valuations for the Foreign Pension Plans; and (vii) the Trustees have not exercised their powers (if any) under the Foreign Pension Plans documentation to demand additional funding from the employers or any Foreign Subsidiary above the annual employer contribution rate set out in the most recent actuarial valuation report applicable to the Foreign Pension Plans.

(q) Under, in respect of or relating to any Foreign Pension Plan: (i) no actions suits or claims (other than routine claims for benefits) have been made and are not resolved or are pending by or against the Trustees or any Foreign Subsidiary participating in any Foreign Pension Plan; (ii) there is no unresolved dispute about benefits payable; (iii) no unresolved complaint or report has ever been made to any applicable local pensions board, regulator or ombudsman which governs the conduct of the Foreign Pension Plans and their Trustees (other than routine registration and returns); and (iv) there are no circumstances which might give rise to any such action, suit, claim or dispute; provided, that the representations in clauses (B) and (C) of this Section 5.13(q) shall not apply to any State Benefit Plan.

(r) No Foreign Pension Plan is a cross-border scheme and there is no requirement for the benefits of any member to be funded on the statutory basis required for cross-border schemes.

(s) All information about every Foreign Pension Plan and their members which has been supplied to Purchasers or their advisers is true, complete, accurate and up-to-date in all material respects and contains no material omission.

5.14 Labor and Employment Matters. Except as set forth in Schedule 5.14 attached hereto:

(a) No member of the Company Group is a party to any Collective Bargaining Agreement and no member of the Company Group is in negotiations with any union with respect to a Collective Bargaining Agreement;

(b) Each member of the Company Group is, and has for the past two (2) years has been, in material compliance with all Laws relating to employment, employment practices and the employment of labor, and has not engaged in any unfair labor practice or unlawful employment practice. In addition, there are no pending or threatened material grievances or pending or threatened unfair labor practice charges or complaints before the National Labor Relations Board or other material employment-related Proceedings (pending or threatened) against any member of the Company Group before any other Governmental Authority;

(c) No member of the Company Group, to the Knowledge of Sellers, is or within the last two (2) years has been subject to any union organizing or decertification activities or any other question concerning representation;

(d) There is no labor strike, slowdown, work stoppage, unfair labor charge or complaint or other material labor dispute pending or, to the Knowledge of Sellers, threatened against any member of the Company Group, and no such dispute has occurred within the last two (2) years; and with respect to this transaction, any notice required under any Law or Collective Bargaining Agreement has been or prior to Closing will be given, and all bargaining obligations with any employee representative have been or prior to Closing will be satisfied. No member of the Company Group has implemented within the two (2) year period prior to the date of this Agreement any plant closing or mass layoff of employees that could implicate the Worker Adjustment and Refraining Notification Act of 1988, as amended or any similar state, local or foreign Laws (collectively, the "WARN Act"), and no such layoffs will be implemented without advance notice to Purchasers.

5.15 Personnel Matters. Schedule 5.15 attached hereto, contains an accurate and complete list of the names, job classifications, dates of hire, wage rates, base compensation, and any supplemental or bonus compensation (including any retention or stay bonus arrangements) for all persons employed by or providing independent contract services to any member of the Company Group including: (i) full information about each Company Group member's obligations to make current wage or salary payments to employees who are terminable at will and without notice, and (ii) all other commitments that exist with respect to employees, whether oral or in writing, including all Collective Bargaining Agreements, employment agreements, consulting agreements, independent contractor agreements, retainers and severance agreements, under which any member of the Company Group has any obligation to provide wages, salary, commissions, or other compensation, remuneration or benefits to any employee, former employee, consultant or contractor. No member of the Company Group is in default with respect to any material obligation to any of such employees or independent contract service providers. To the Knowledge of Sellers, no key executive employee of any member of the Company Group has any plans to terminate his, her or its employment or relationship with any member of the Company Group.

5.16 Litigation, Orders. Except as set forth on Schedule 5.16, (a) there are no Proceedings or Orders pending or, to the Knowledge of Sellers, threatened against or affecting

any member of the Company Group at Law or in equity, in the United States or elsewhere, or before or by (or that could come before) any arbitrator or Governmental Authority (including any Proceedings with respect to the transactions contemplated by this Agreement), (b) nor, to the Knowledge of Sellers, have there been any Proceedings or Orders pending against or affecting any member of the Company Group during the past year, (c) to the Knowledge of Sellers, no member of the Company Group is subject to any grievance or arbitration Proceedings under any Collective Bargaining Agreement or otherwise and (d) to the Knowledge of Sellers, no member of the Company Group is subject to any Order of any Governmental Authority (or settlement enforceable therein).

5.17 Compliance with Law.

(a) Each member of the Company Group has, in all material respects, complied with and are in material compliance with, and is not in material default in any respect with, all applicable Laws and Orders of any Governmental Authority relating to the operation of the Business and no written notices have been received by, and no claims filed against, the Company Group alleging a violation of any such Laws or Orders. To the Knowledge of Sellers, the Owned Real Property and Leased Facilities are in material compliance with all applicable building, zoning, subdivision, health and safety and other land use Laws, including The Americans with Disabilities Act of 1990, as amended, and all insurance requirements affecting the real property (collectively, the "Real Property Laws"), and the current use or occupancy of the real property or operation of the Business thereon does not violate any Real Property Laws. No member of the Company Group has received any written notice of violation of any Real Property Law.

(b) No member of the Company Group, nor, to the Knowledge of Sellers, any director, officer, agent, or employee of such member of the Company Group, or any other Person acting on behalf of such member of the Company Group, has:

(i) made, promised, or authorized, directly or indirectly, any offer, or payment of any money, gift, or anything of value to any Governmental Official, any political party or official thereof, or any candidate for political office, for the purpose of:

(A) influencing any act or decision of such official in his capacity;

(B) inducing such official to do or omit to do any act in violation of the lawful duty of such official;

(C) securing any improper advantage; or

(D) inducing such official to use his influence with a Governmental Authority to affect or influence any act or decision of such Governmental Authority, in order to assist in obtaining or retaining business for or with, or directing business to, any Person.

(ii) violated the United States Foreign Corrupt Practices Act of 1977, as amended.

5.18 Environmental Matters.

(a) To the Knowledge of Sellers, except as set forth on Schedule 5.18(a), each member of the Company Group, with respect to the Acquired Assets, has in the past two (2) years complied with, and is in material compliance with, all Environmental Laws (which compliance has included obtaining and complying with all permits, licenses and other authorizations required pursuant to Environmental Laws.

(b) Except as set forth on Schedule 5.18(b), neither any member of the Company Group nor any of their predecessor(s) and Affiliate(s) have received written or oral Notice, report or other information regarding any actual or alleged material violation of Environmental Laws, or any Liabilities or potential material Liabilities, including any material investigatory, remedial or corrective obligations arising under Environmental Laws, relating to any of them, or any of their current Facilities, properties or assets.

(c) Except as set forth on Schedule 5.18(c), with respect to the assets of any member of the Company Group, to the Knowledge of Sellers, neither any member of the Company Group nor any predecessor or Affiliate of any such member has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or Released, or exposed any Person to, any Hazardous Substance, or owned or operated any property or facility contaminated by any Hazardous Substance, so as to give rise to any current or future material Liabilities, including any material Liability for response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney fees, or any material investigatory, corrective or remedial obligations, pursuant to CERCLA or any other Environmental Law.

(d) With respect to the Business or the assets of any member of the Company Group, to the Knowledge of Sellers, neither any member of the Company Group nor any predecessor or Affiliate of any such member, has manufactured, produced, sold, installed or distributed products containing asbestos, or has any Liability with respect to the presence or alleged presence of asbestos in any product or item or at or upon any property or facility.

(e) Members of the Company Group have provided to Purchasers all material environmental audits, material reports and other material environmental documents relating to the Business or the assets of any member of the Company Group which are in the Sellers' custody and control.

5.19 Affiliated Transactions. Except as disclosed on Schedule 5.19 no Insider is a party to any agreement, Contract, commitment or transaction with any member of the Company Group or has any interest in the Acquired Assets or any property, real or personal or mixed, tangible or intangible of any member of the Company Group.

5.20 Relationships with Customers and Suppliers. The Company Group has provided Purchasers with a true and accurate list of (i) the names and addresses of the top twenty (20) customers of the Company Group (on a consolidated basis) (by dollar volume of sales to such customers) and (ii) a list of the names and addresses of the top twenty (20) suppliers of the Company Group (on a consolidated basis) (by dollar volume of purchases from such suppliers), for the fiscal years ended within the last three (3) years. Except as set forth on Schedule 5.20, no member of the Company Group has received written, or to the Knowledge of the Sellers, oral,

notice from any material customer or supplier of such member to the effect that such customer or supplier will stop, materially decrease the rate of, or materially change the terms (whether related to payment, price or otherwise) with respect to, buying or supplying as the case may be, materials, products or services from or to any such member (whether as a result of the consummation of the transactions contemplated hereby or otherwise).

5.21 Product Warranty. Each product manufactured, sold, leased, or delivered by any member of the Company Group has been in conformity with all applicable contractual commitments and all express and implied warranties, and no member of the Company Group has any Liability (and there is no basis for any present or future action, suit, Proceeding, hearing, investigation, charge, complaint, Claim, or demand against any of them giving rise to any Liability) for replacement or repair thereof or other damages in connection therewith, subject only to the reserve for product warranty Claims set forth on the face of the Latest Balance Sheet (rather than in any notes thereto) as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Company Group.

5.22 Brokers. Except as set forth on Schedule 5.22, no member of the Company Group has incurred any Liability to any broker, finder or agent with respect to the payment of any commission regarding the consummation of the transactions contemplated hereby.

5.23 Absence of Certain Developments. Except as set forth on Schedule 5.23 attached hereto and except as expressly contemplated by this Agreement, since the date of the Latest Balance Sheet, no member of the Company Group has taken any action that would require the consent of the Purchasers pursuant to Section 7.3.

5.24 Bank Accounts Schedule. Schedule 5.24 lists all bank accounts, safety deposit boxes and lock boxes (designating each authorized signatory with respect thereto) for each member of the Company Group.

5.25 Officers, Directors. Schedule 5.25 attached hereto lists all officers, directors and equivalent senior executives and members of governing bodies of each member of the Company Group.

5.26 Closing Date. All of the representations and warranties contained in this Article V are true and correct on the date of this Agreement and shall be true and correct on the Closing Date as though then made and as though the Closing Date was substituted for the date of this Agreement throughout such representations and warranties.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF PURCHASERS

Purchasers jointly and severally represent and warrant to Sellers that the statements contained in this Article VI are correct and complete as of the date of this Agreement and as of the Closing Date.

6.1 Organization. Each Purchaser is a legal entity validly existing and in good standing under the Laws of its jurisdiction of organization and has the full power and authority to

execute, deliver and perform this Agreement and to consummate all transactions contemplated hereby.

6.2 Authority. The execution, delivery and performance by each Purchaser of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of each Purchaser and do not and will not violate any provisions of their respective organizational documents, any applicable Law or any contract or Order binding upon such Purchaser. This Agreement constitutes a valid and binding agreement of such Purchaser, enforceable against each Purchaser in accordance with its terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium and other Laws affecting creditors' rights generally from time to time in effect, and to general equitable principles.

6.3 Consents. No notice to, filing with, authorization of, exemption by, or consent (other than the approval of the Bankruptcy Court, under the HSR Act and any required competition filings with foreign Governmental Authorities) of any Person is required in order for Purchasers to consummate the transactions contemplated hereby.

6.4 Financing. Purchasers have sufficient cash or other sources of immediately available funds (not conditioned on third-party approvals or other commitments) to enable them to fulfill their obligations hereunder.

ARTICLE VII PRE-CLOSING COVENANTS

7.1 Consents and Approvals.

(a) Consents. Sellers shall, at their sole cost and expense, use commercially reasonable efforts (i) to obtain all necessary consents and approvals, as reasonably requested by any Purchaser, to consummate the purchase and sale of the Acquired Assets and the assignment of the Assumed Obligations, including obtaining entry of the Bidding Procedures Order and Sale Order without modification except as the Purchasers may consent, (ii) to make, as reasonably requested by any Purchaser, all filings, applications, statements and reports to all authorities that are required to be made prior to the Closing Date by or on behalf of Sellers or any of their Affiliates pursuant to any applicable Law in connection with this Agreement and the transactions contemplated hereby, and (iii) to assist Purchasers in obtaining replacements for any Permits that are not freely transferable. Purchasers shall give any notices to, make any other filings with, and use reasonable best efforts to cooperate with Sellers to obtain, any authorizations, consents and approvals in connection with the matters contemplated by this Section 7.1(a).

(b) Antitrust Filings. In connection with and without limiting Section 7.1(a) the parties shall (i) promptly (in no event later than March 5, 2009) file with the Federal Trade Commission (the "FTC") and the Antitrust Division of the United States Department of Justice (the "Antitrust Division") the notification and report form (the "HSR Filing") if required under the HSR Act, (ii) promptly provide all information requested by any Governmental Authority in connection with this Agreement or any of the transaction contemplated hereby, (iii) promptly take, and cause each of their respective Affiliates to take all action and steps reasonably

necessary to obtain any antitrust clearance required to be obtained from the FTC, the Antitrust Division, any state attorney general, any foreign competition authority or any other Governmental Authority in connection with this Agreement or any of the transactions contemplated hereby and (iv) duly make all notifications and other filings required (together with the HSR Filing, the "Antitrust Filings") under any other applicable competition, merger control, antitrust or similar Law that the parties deem advisable or appropriate, in each case with respect to the transactions contemplated by this Agreement and as promptly as practicable; provided, that (x) no Purchaser shall be required to commence or defend any Proceeding or to divest, dispose of or hold separate any material assets or any material business to secure HSR Act clearance or consents, approvals or waivers and (ii) no member of any Company Group shall agree to any divestiture or disposal of any assets or enter into any agreement with the FTC or any other Governmental Authority regarding HSR Act clearance or consents or approvals under any similar foreign Law without the prior written consent of Purchasers. The Antitrust Filings shall be in substantial compliance with the requirements of the HSR Act or other Laws, as applicable. The filing fees for the Antitrust Filings shall be borne fifty percent (50%) by Purchasers and fifty percent (50%) by Sellers.

(c) Cooperation. Each party shall, subject to applicable Law and except as prohibited by any applicable representative of any applicable Governmental Authority; (i) promptly notify the other party of any written communication to that party from the FTC, the Antitrust Division, any State Attorney General or any other Governmental Authority relating to this Agreement and permit the other party to review in advance any proposed written communication to any of the foregoing; (ii) not agree to participate in any substantive meeting or discussion with any Governmental Authority in respect of any filings, investigation or inquiry concerning this Agreement unless it consults with the other party in advance and, to the extent permitted by such Governmental Authority, gives the other party the opportunity to attend and participate thereat; and (iii) furnish the other party with copies of all correspondence, filings, and written communications (and memoranda setting forth the substance thereof) between them and their Affiliates and their respective representatives, on the one hand, and any Governmental Authority or members or their respective staffs, on the other hand, with respect to this Agreement. Each party shall (x) respond as promptly as practicable under the circumstances to any inquiries received from the FTC or the Antitrust Division for additional information or documentation and to all inquiries and requests received from any State Attorney General or other Governmental Authority in connection with antitrust matters relating to this Agreement and (y) not extend any waiting period under the HSR Act or enter into any agreement with the FTC or the Antitrust Division not to consummate the transactions contemplated by this Agreement without the prior written consent of the other party hereto.

7.2 Access to Information and Facilities. The Company Group agrees that, prior to the Closing Date, each Purchaser, each Purchaser's lender, if any, and their respective representatives shall, upon reasonable advance notice and so long as such access does not unreasonably interfere with the business operations of any member of the Company Group, have reasonable access during normal business hours to all Facilities and shall be entitled to make such reasonable investigation of the properties, businesses and operations of members of the Company Group (including any environmental audits and investigations or to conduct a physical inventory of the Inventory) and such examination of the Books and Records and financial condition of members of the Company Group as it reasonably requests and to make extracts and copies to the extent

necessary of the Books and Records; provided, that no investigation pursuant to this Section 7.2 shall affect any representations or warranties made herein or the conditions to the obligations of the respective parties to consummate the transactions contemplated by this Agreement.

7.3 Conduct of the Business Pending the Closing. Except as otherwise expressly contemplated by this Agreement or with the prior written consent of Purchasers or except as described on Schedule 7.3, from the date hereof until the Closing Date, Sellers:

(i) shall not and shall cause the other members of the Company Group not to sell, transfer, abandon, permit to lapse or otherwise dispose of any of the assets of any member of the Company Group except in the Ordinary Course of Business;

(ii) shall and shall cause the other members of the Company Group to conduct the Business in the Ordinary Course of Business (including timely payment of post-petition accounts payable, purchasing and maintaining appropriate levels of Inventory, performing all required maintenance and repairs, making capital expenditures and collecting Accounts Receivable);

(iii) shall not and shall cause the other members of the Company Group not to authorize, declare or pay any dividends on or make any distribution with respect to its outstanding shares of capital stock (whether in cash, assets, stock or other securities) other than to another member of the Company Group;

(iv) shall not and shall cause the other members of the Company Group not to reclassify, combine, split, subdivide, redeem, or purchase or otherwise acquire, directly or indirectly, any of its capital stock or membership interests, or make any other change with respect to its capital structure;

(v) shall not and shall cause the other members of the Company Group not to issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, any shares of its capital stock or other ownership interest in any member of the Company Group or any securities convertible into or exchangeable for any such shares or ownership interest, or any rights, warrants or options to acquire or with respect to any such shares of capital stock, ownership interest or convertible or exchangeable securities or take any action to cause to be exercisable any otherwise unexercisable option under any existing stock option plan;

(vi) shall and shall cause the other members of the Company Group to use commercially reasonable efforts to preserve intact the Business, to keep available the services of its current employees and agents and to maintain its relations and goodwill with its suppliers, customers, distributors and any others with whom or with which it has business relations;

(vii) shall not and shall cause the other members of the Company Group not, directly or indirectly, cause or permit any state of affairs, action or omission that constitutes, or could lead to, a Material Adverse Change;

(viii) shall not and shall cause the other members of the Company Group to not (A) grant or announce any stock option, equity or incentive awards or the increase in the salaries, bonuses or other compensation and benefits payable by any Seller to any of the employees, directors or other service providers of the Business except in the Ordinary Course of Business; (B) hire any new employees to the Business, except in the Ordinary Course of Business consistent with past practice with respect to employees with an annual base and incentive compensation opportunity not to exceed \$200,000 (and no more than 3 people shall be newly hired employees prior to Closing with an annual base and incentive compensation opportunity in excess of \$200,000), (C) pay or agree to pay any pension, retirement allowance, termination or severance pay, bonus or other employee benefit not required by any existing Employee Benefit Plan to any employee, director or other service provider of the Business, whether past or present, (D) enter into or amend any Contracts of employment or any consulting, bonus, severance, retention, retirement or similar agreement except for agreements for newly hired employees in the Ordinary Course of Business consistent with past practice with an annual base and incentive compensation opportunity not to exceed \$200,000, or (E) except as required to ensure that any Employee Benefit Plan is not then out of compliance with applicable Law, enter into or adopt any new, or materially increase benefits under or renew, amend or terminate any existing, Employee Benefit Plan or any Collective Bargaining Agreement;

(ix) shall not and shall cause the other members of the Company Group not to change in any material respects any financial accounting policies or procedures or any of its methods of reporting income, deductions or other material items for financial accounting purposes, except as required by GAAP or applicable Law;

(x) shall not and shall cause the other members of the Company Group not to adopt any amendments to its articles of incorporation or bylaws or similar applicable charter documents;

(xi) shall not and shall cause the other members of the Company Group not to create any new Subsidiary;

(xii) shall not and shall cause the other members of the Company Group not to incur, assume, guarantee, prepay or otherwise become liable for, modify in any material respect the terms of, any Indebtedness for borrowed money or incur Contingent Obligations and not to sell, lease, license, transfer, exchange or swap, mortgage or otherwise encumber (including securitizations), or subject to any Lien (other than Permitted Acquired Asset Liens or Permitted Released Liens) or otherwise dispose of (whether by merger, consolidation or acquisition of stock or assets, license or otherwise), any material portion of its or its Affiliates' properties or assets, including the capital stock of Affiliates, other than (A) pursuant to existing agreements in effect prior to the execution of this Agreement, (B) as may be required by applicable Law or any Governmental Entity in order to permit or facilitate the consummation of the transactions contemplated by this Agreement or (C) dispositions of assets in the Ordinary Course of Business;

(xiii) shall not and shall cause the other members of the Company Group not to fail to pay any Tax when it becomes due and payable;

(xiv) shall not and shall cause the other members of the Company Group not to, modify, amend, terminate or waive any rights under any Material Contract, or any Contract that would be a Material Contract if in effect on the date of this Agreement, in any material respect in a manner which is adverse to such member;

(xv) shall not and shall cause the other members of the Company Group not to, enter into any Material Contracts;

(xvi) shall not and shall cause the other members of the Company Group not to enter into, amend, waive or terminate (other than terminations in accordance with their terms) any transaction with any Insider of such member;

(xvii) shall not and shall cause the other members of the Company Group not to enter into any new line of business or discontinue any line of business;

(xviii) shall not and shall cause the other members of the Company Group not to, except in the Ordinary Course of Business, settle, pay or discharge, any litigation, investigation, arbitration, Proceeding or other Claim, Liability or obligation (absolute, accrued, asserted or unasserted, contingent or otherwise), except for any such Claims, Liabilities or obligations seeking monetary payments only that are not in excess of \$50,000 individually or \$100,000 in the aggregate, excluding any amounts which may be paid under existing insurance policies;

(xix) shall not and shall cause the other members of the Company Group not to (A) take, or fail to take, any action that could reasonably be expected to result in, any loss, lapse, abandonment, expiration, invalidity or unenforceability of any material Intellectual Property; or (B) enter into any agreement with any other Person that materially limits or restricts the ability of any member of the Company Group to conduct certain activities or use or dispose of certain assets (including any Intellectual Property);

(xx) shall not and shall cause the other members of the Company Group not to, authorize, or make any commitment with respect thereto, any capital expenditure in excess of the amounts permitted under the DIP Facility;

(xxi) shall not and shall cause the other members of the Company Group not to, fail to maintain in full force and effect material insurance policies covering any member of the Company Group and their respective properties, assets and businesses in a form and amount consistent with past practice;

(xxii) shall not and shall cause the other members of the Company Group not to acquire (including by merger, consolidation, or acquisition of stock or assets) or make any investment in any interest in any corporation, partnership, limited liability company, association, trust or any other entity, group (as such term is used in Section 13 of the Exchange Act) or organization (including, a Governmental Entity), or any division thereof or any assets thereof; and

(xxiii) shall not, and shall cause the other members of the Company Group not to make any election relating to Taxes, change any election relating to Taxes already

made, adopt any accounting method related to Taxes, change in accounting method relating to Taxes unless required by U.S. GAAP, enter into any closing agreement relating to Taxes, settle any claim or assessment relating to Taxes or consent to any claim or assessment relating to Taxes or any waiver of the statute of limitations for any such claim or assessment; and

(xxiv) shall not, and shall not permit any of member of the Company Group to, agree, in writing or otherwise, or announce an intention, to take any of the foregoing actions.

7.4 Notification of Certain Matters.

(a) Sellers shall give notice to Purchasers of (i) the occurrence or nonoccurrence of any event that causes either (A) any representation or warranty of Sellers contained in this Agreement to be untrue or inaccurate in any material respect at any time from the date hereof to the Closing or (B) directly or indirectly, any Material Adverse Effect, or (ii) any material failure of any member of the Company Group to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by them hereunder. Notwithstanding the foregoing, the delivery of any notice pursuant to this Section 7.4(a) shall not (x) be deemed to amend or supplement any of the Schedules contemplated hereby, (y) be deemed to cure any breach of any representation, warranty covenant or agreement or to satisfy any condition or (z) limit or otherwise affect the remedies available hereunder to the party receiving such notice.

(b) Purchasers and Sellers acknowledge that certain of the representations and warranties of Sellers affirmatively require that Sellers list certain factual information on the Schedules. Sellers shall be permitted to update the Schedules on or prior to the Closing Date but only with respect to events or circumstances arising between the date hereof and the Closing Date. No additional disclosure or update by Sellers pursuant to this Section 7.4(b), however, shall be deemed to amend or supplement the Schedules or to prevent or cure any misrepresentation, breach of warranty, breach of covenant, or right of Purchasers to terminate this Agreement.

7.5 Bankruptcy Actions.

(a) [Intentionally Omitted].

(b) Sellers shall (i) ensure that the Auction, during which Sellers will solicit qualified bids ("Qualified Bids") from other prospective purchasers for the sale of all or substantially all of the Acquired Assets, on terms and conditions substantially the same in all respects to this Agreement and in accordance with the procedures set forth in the Bidding Procedures Order, shall be held no later than March 24, 2009, (ii) obtain entry of the Sale Order by no later than March 27, 2009 and (iii) subject to satisfaction of the conditions precedent contained in this Agreement, consummate the Closing as soon as practicable after the entry of the Sale Order and no later than thirteen (13) days following the entry by the Bankruptcy Court of the Sale Order.

(c) The Sale Order, including any exhibits thereto and any notices or other materials in connection therewith, must be acceptable in form and substance to Purchasers in their reasonable discretion.

(d) Purchasers and Sellers will cooperate to promptly take such actions as are reasonably requested by the other party to assist in obtaining entry of the Sale Order and the Bidding Procedures Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of providing necessary assurances of performance by Purchasers of their obligations under this Agreement and the Transaction Documents, adequate assurance of performance by Purchasers from and after the Closing under the Assumed Executory Contracts, and demonstrating that Purchasers are good faith buyers under Section 363(m) of the Bankruptcy Code.

7.6 No Solicitation of Transactions; Acquisition Proposal. Following entry of the Sale Order on the Bankruptcy Court's docket, no Seller shall, directly or indirectly, through any officer, director, employee, agent, professional or advisor, solicit any Acquisition Proposal or participate in any negotiations or discussions with respect to any Acquisition Proposal, and no member of the Company Group shall (i) execute an agreement with respect to an Acquisition Proposal or (ii) seek or support Bankruptcy Court approval of a motion or Order inconsistent in any material respect with the transactions contemplated by this Agreement.

7.7 Carve Out. Prior to the Closing (and, in any event, not less than three days prior to the Closing), Sellers shall deposit the Carve Out Cash Amount into a segregated account of the Sellers and the Carve Out Cash Amount shall be used by the Sellers for the payment of those certain fees and amounts allowed in the Chapter 11 Cases that are subject to the "carve out" set forth in Section 2.10 of the DIP Credit Agreement.

7.8 Taxes.

(a) On or prior to the Closing, Sellers shall pay all sales Taxes, use Taxes, and payroll Taxes and any other Tax for which the Purchasers may be liable other than the Assumed Obligations which are then due and owing with respect to the Acquired Assets and attributable to tax periods or portions thereof commencing after the filing of the Chapter 11 Cases and ending prior to the Closing other than those accrued on the Latest Balance Sheet; provided however, that the Company shall not be obligated to pay any such Tax that is disputed in good faith by the Company as long as appropriate reserves have been established in accordance with GAAP. On or prior to the Closing, the Foreign Subsidiaries shall pay all Taxes then due and owing by them; provided, however, that each Foreign Subsidiary shall not be obligated to pay such Tax that is disputed in good faith by each Foreign Subsidiary as long as appropriate reserves have been established in accordance with GAAP.

(b) Any sales, use, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use or other Taxes and recording charges due and which may be payable by reason of the sale of the Acquired Assets or the assumption of the Assumed Obligations under this Agreement or the transactions contemplated herein shall be borne and timely paid by Purchasers.

(c) All tax-sharing agreements or similar agreements with respect to or involving any member of the Company Group shall be terminated as of the Closing Date and, on and after the Closing Date, the Purchasers shall not be bound thereby or have any Liability thereunder.

(d) Purchasers and Sellers shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of Tax Returns pursuant and any audit, litigation or other Proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other party's request) the provision of records and information that are reasonably relevant to any such audit, litigation or other Proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

7.9 Financial Statements. Beginning with the end of the month in which this Agreement is entered into by the parties hereto, Sellers shall deliver to the Purchasers within thirty (30) days after the end of each month, (i) an unaudited and consolidating balance sheet and the related statement of income and cash flows of the Company Group, prepared in form and substance consistent with the past practice of Sellers, (ii) updated thirteen-week cash flows for the Company Group and (iii) such other financial information as Purchasers may reasonably request.

7.10 Real Property. From and after the date of this Agreement through (a) the Assignment Effective Date or the Rejection Effective Date, as applicable, for the Designated Remaining Leases and (b) the Closing, for the Owned Real Property and all Facility Leases that are not Designated Remaining Leases:

(a) Maintenance of Real Property. Seller shall maintain the Owned Real Property and the Lease Facilities, including all of the improvements thereon, in substantially the same condition as of the date of this Agreement, ordinary wear and tear, casualty and condemnation excepted, and shall not demolish or remove any of the existing improvements, or erect new improvements on the real property or any portion thereof, without the prior written consent of Purchasers.

(b) Leases. Except as set forth on Schedule 7.10(b), Sellers shall not amend, modify, extend, renew or terminate any Facility Lease, and shall not enter into any new lease, sublease, license or other agreement for the use or occupancy of any real property, without the prior written consent of Purchasers.

(c) Title Insurance and Surveys. Sellers shall use their commercially reasonable efforts to assist Purchasers in obtaining the Title Commitments, Title Policies and Surveys within the time periods set forth therein. Sellers shall provide the Title Company with any customary affidavit or certificate reasonably required by the Title Company to issue the Title Policies.

(d) Non-Disturbance Agreements. Sellers shall use commercially reasonable efforts to assist Purchasers in obtaining a non-disturbance agreement with respect to each of the Assumed Facility Leases in form and substance satisfactory to Purchasers from each lender

encumbering any real property underlying the Assumed Leased Facilities for such Assumed Facility Lease (the "Non-Disturbance Agreements").

7.11 Guaranty. Contemporaneously with the execution of this Agreement, Purchasers shall deliver to Sellers a guaranty (satisfactory to Sellers in their sole discretion) executed and delivered by Wayzata Opportunities Fund II, L.P. (an Affiliate of Purchasers) ("Guarantor") for the benefit of Sellers, which shall be in the form attached hereto as Exhibit H (the "Guaranty").

ARTICLE VIII CONDITIONS TO CLOSING

8.1 Conditions to Parties' Obligations. The obligations of Purchasers and Sellers under this Agreement are, at the option of Purchasers and Sellers, respectively, subject to satisfaction of the following conditions precedent on or before the Closing Date:

(a) Required Approvals. All authorizations, consents, filings and approvals necessary to permit the parties to consummate the transactions contemplated hereby shall have been duly obtained, made or given, shall be in form and substance, reasonably satisfactory to the parties, shall not be subject to the satisfaction of any condition that has not been satisfied or waived and shall be in full force and effect. All terminations or expirations of waiting periods imposed (and any extension thereof) by any Governmental Authority necessary for the transactions contemplated under this Agreement (including those under the HSR Act or similar foreign statute or rule), if any, shall have occurred.

(b) No Order or Proceeding. No Order shall be issued by and no Proceeding shall be pending before any Governmental Authority seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or involving a claim that consummation thereof would result in the violation of any Law of any Governmental Authority having appropriate jurisdiction.

(c) Bankruptcy Condition. The Sale Order shall have been entered in the Chapter 11 cases, shall not have been vacated, modified or amended, shall not be stayed as of the Closing Date and shall have approved the sale of the Business and the Acquired Assets to Purchasers free and clear of all Liens (other than Permitted Acquired Asset Liens) pursuant to Section 363(f) of the Bankruptcy Code.

8.2 Conditions to Purchasers' Obligations. The obligations of each Purchaser under this Agreement are, at the option of such Purchaser, subject to satisfaction of the following conditions precedent on or before the Closing Date:

(a) Accuracy of Representations and Warranties. Each of the representations and warranties of Sellers contained herein shall be true and correct in all material respects on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct as of that date) with the same force and effect as though made on and as of the Closing Date except that those representations and warranties that are qualified by materiality, Material Adverse Effect, or similar phrase shall be true and correct in all respects.

(b) Performance of Covenants. Sellers shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Sellers on or prior to the Closing Date.

(c) Material Adverse Change. There shall not have occurred a Material Adverse Change since December 1, 2008.

(d) Sellers shall have delivered to Purchasers the items set forth in Section 4.3 of this Agreement.

(e) Sellers shall have received or obtained all Third Party consents in respect of any Material Contract set forth on Schedule 8.2(e).

(f) Cure Costs. If a cure obligation (pursuant to Section 365 of the Bankruptcy Code) is not set forth on Schedule 2.3(a)(i), or if any Assumed Executory Contract is subject to a cure in excess of the amount set forth next to such Assumed Executory Contract on Schedule 2.3(a)(i), Sellers shall have paid the amount of such cure or the excess of such cure over the amount set forth on Schedule 2.3(a)(i).

(g) DIP Facility. There shall not have occurred an uncured or unwaived payment default under the DIP Facility as a result of which Wayzata Investment Partners LLC or any lender under the DIP Facility shall have commenced exercising any remedy.

8.3 Conditions to Sellers' Obligations. The obligations of Sellers under this Agreement are, at the option of Sellers, subject to the satisfaction of the following conditions precedent on or before the Closing Date:

(a) Accuracy of Representations and Warranties. The representations and warranties of Purchasers contained herein shall be true and correct in all material respects on and as of the Closing Date (except for representations and warranties made as of a specified date, which shall be true and correct as of that date in all material respects) with the same force and effect as though made by Purchasers on and as of the Closing Date, except those qualified by materiality shall be true and correct in all respects.

(b) Performance of Covenants. Purchasers shall have performed and complied in all material respects with the obligations and covenants required by this Agreement to be performed or complied with by Purchasers on or prior to the Closing Date.

(c) Consideration. Purchasers shall have delivered the payments specified in Section 3.1.

ARTICLE IX TERMINATION

9.1 Termination. This Agreement may be terminated prior to the Closing as follows:

(a) by mutual written agreement of Purchasers and Sellers;

(b) by Purchasers or Sellers if there shall be in effect a Final Order restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;

(c) by Purchasers or Sellers (provided that the terminating party is not then in material breach of any representation, warranty, covenant or other agreement contained herein), if there shall have been a material breach or material misrepresentation of any of the representations or warranties or a material breach of any of the covenants set forth in this Agreement on the part of the other party, which breach is not cured within ten days following written notice to the party committing such breach or which breach, by its nature, cannot be cured prior to the Closing;

(d) by Purchasers (provided that no Purchaser is then in material breach of any representation, warranty, covenant or other agreement contained herein) if they shall have reasonably determined that one or more conditions set forth in Section 8.2 has not been or cannot be fulfilled or satisfied prior to the date specified in such condition (if such condition specifies a date other than the Closing Date by which such condition must be satisfied);

(e) by Purchasers if any Seller (i) seeks or supports Bankruptcy Court approval of an Acquisition Proposal (other than to or by Purchaser) or (ii) executes and delivers an agreement with any Person (other than Purchasers and their Affiliates) with respect to an Acquisition Proposal;

(f) by Purchasers or Sellers if the Bankruptcy Court enters an Order approving any Acquisition Proposal (other than the sale of the Business and the Acquired Assets to Purchasers);

(g) by Purchasers or Sellers on any day on or after the ninetieth (90th) day following the date hereof if the Closing shall not have been consummated by such date (or by such later date as shall be mutually agreed to by Purchasers and Sellers in writing), unless the Closing has not occurred due to a material failure by the terminating party to perform or observe their obligations as set forth in this Agreement required to be performed or observed by them on or before the Closing Date;

(h) [Intentionally Omitted];

(i) by Purchasers if the DIP Facility is terminated due to an unwaived or uncured event of default as a result of which Wayzata Investment Partners LLC or any lender under the DIP Facility shall have commenced exercising any remedy; and

(j) by Sellers (provided that no Seller is then in material breach of any representation, warranty, covenant or other agreement contained herein) if it shall have reasonably determined that one or more conditions set forth in Section 8.3 has not been or cannot be fulfilled or satisfied prior to the date specified in such condition (if such condition specifies a date other than the Closing Date by which such condition must be satisfied).

9.2 Breakup Fee.

(a) Except as otherwise set forth in Section 9.2(b) of this Agreement, upon the first to occur of (i) the date any Seller consummates the transactions contemplated by an Acquisition Proposal or (ii) to the extent any Seller neither consummates an Acquisition Proposal nor consummates the transactions contemplated hereby with Purchasers, the date any Seller consummates a "plan" pursuant to the Bankruptcy Code, Sellers, jointly and severally, shall immediately pay (in cash) to Purchasers a breakup fee equal to \$651,600 (the "Breakup Fee"); provided, however, that the Breakup Fee shall not be due and payable to Purchasers if this Agreement is terminated (A) by Purchasers and Sellers pursuant to Section 9.1(a), (B) by Purchasers or Sellers pursuant to Section 9.1(b), (C) by Sellers pursuant to Section 9.1(c) or Section 9.1(j), (D) by Purchasers pursuant to Section 9.1(i) or Section 9.1(d) (provided, however, the Breakup Fee shall be due and payable to Purchasers in the event that Purchasers terminate this Agreement pursuant to Section 9.1(i) or Section 9.1(d) and the Sellers subsequently consummate a sale transaction for all or substantially all of the assets of the Business for an amount equal to or greater than \$61,560,000, and, provided, further however, the Breakup Fee shall be due and payable to Purchasers under any circumstance in the event that Purchasers terminate this Agreement pursuant to Section 9.1(d) as a result of the failure or inability of Sellers to satisfy the condition set forth in Section 8.2(b) hereof due to Sellers' failure or inability to satisfy any of the covenants set forth in Section 7.3 (other than the covenant contained in Section 7.3(vii)), Section 7.4, Section 7.6, Section 7.9, or Section 7.10 hereof), (E) by Purchasers pursuant to Section 9.1(g) (provided, however, the Breakup Fee shall be due and payable to Purchasers in the event that Purchasers terminate this Agreement pursuant to Section 9.1(g) and the Sellers subsequently consummate a sale transaction for all or substantially all of the assets of the Business for an amount equal to or greater than \$61,560,000), or (F) by Purchasers pursuant to Section 9.1(c) (provided, however, the Breakup Fee shall be due and payable to Purchasers in the event that Purchasers terminate this Agreement pursuant to Section 9.1(c) and the Sellers subsequently consummate a sale transaction for all or substantially all of the assets of the Business for an amount equal to or greater than \$61,560,000 and, provided, further however, the Breakup Fee shall be due and payable to Purchasers under any circumstance in the event that Purchasers terminate this Agreement pursuant to Section 9.1(c) as a result of the failure or inability of Sellers to satisfy any of the covenants set forth in Section 7.3 (other than the covenant contained in Section 7.3(vii)), Section 7.4, Section 7.6, Section 7.9, or Section 7.10 hereof).

(b) If this Agreement is terminated by Purchasers pursuant to Section 9.1(f), upon entry of an Order of the Bankruptcy Court approving the consummation of the transactions contemplated by an Acquisition Proposal, Sellers, jointly and severally, shall immediately pay (in cash) to Purchasers a breakup fee equal to \$1,231,200 (the "Acquisition Proposal Fee"). For avoidance of doubt, the parties hereto agree that in no event shall Purchasers be entitled to receipt of both a Breakup Fee (under the circumstances set forth in Section 9.2(a)) and the Acquisition Proposal Fee as set forth in this Section 9.2(b).

(c) Subject to approval of the Bankruptcy Court, Sellers' obligation to pay the Breakup Fee or Acquisition Proposal Fee pursuant to this Section 9.2 shall survive termination of this Agreement and shall constitute an administrative expense of Sellers (which shall be a super-priority administrative expense Claim senior to all other administrative expense Claims and payable out of Sellers' cash or other collateral securing Sellers' obligations to its senior secured lenders, prior to any recovery by such lenders) of Sellers under Section 364(c)(1) of the

Bankruptcy Code. The obligation to pay in full in cash when due any amount owed by any Seller to any Purchaser under this Agreement, including the Breakup Fee or Acquisition Proposal Fee, shall not be discharged, modified or otherwise affected by any plan of reorganization or liquidation for any Seller or by any other Order of the Bankruptcy Court.

9.3 Effect of Termination or Breach. If the transactions contemplated hereby are not consummated (a) this Agreement shall become null and void and of no further force and effect, except (i) for this Section 9.3, (ii) for the provisions of Sections 2.10, 9.2, 11.1, 11.2, 11.8, 11.9, 11.10, 11.11, and 11.12 hereof, and (iii) that the termination of this Agreement for any cause shall not relieve any party hereto from any Liability which at the time of termination had already accrued to any other party hereto or which thereafter may accrue in respect of any act or omission of such party prior to such termination; (b) the payment of the Breakup Fee or Acquisition Proposal Fee under Section 9.2 (to the extent such Breakup Fee or Acquisition Proposal Fee is due and payable) shall be sole and exclusive remedy (as liquidated damages) of Purchasers; (c) in the event this Agreement is terminated by Sellers pursuant to Section 9.1(c) or Section 9.1(j), the receipt by Sellers of the Escrow Funds shall be Sellers' sole and exclusive remedy (as liquidated damages) against the Purchasers (provided, however, the Sellers' receipt of the Escrow Funds shall not (and shall not be interpreted to) satisfy the Guarantor's obligations owed to Sellers under the Guaranty (or to be liquidated damages with respect thereto) and Sellers shall continue to have all rights and remedies available to Sellers under the Guaranty on the terms sets forth therein) and Purchasers shall jointly instruct the Escrow Agent to disburse the Escrow Funds to Sellers on the first (1st) business day after receipt by the Escrow Agent of such joint written notice; and (d) if this Agreement is terminated for any reason other than the termination of this Agreement by Sellers pursuant to Section 9.1(c) or Section 9.1(j), Sellers shall not be entitled to any damages, losses, or payment from Purchasers, and Purchasers shall have no further obligation or Liability of any kind to Sellers, any of their Affiliates, or any Third Party on account of this Agreement, and ParentCo (on behalf of Sellers) and Purchasers shall jointly instruct the Escrow Agent to return to Purchasers the Escrow Funds on the first (1st) business day after receipt by the Escrow Agent of such joint written notice.

ARTICLE X POST-CLOSING COVENANTS

10.1 Employees. Purchasers shall offer employment immediately prior to the Closing (but contingent on the occurrence of the Closing) to such employees of Sellers actively employed or engaged principally in the Business as of the Closing Date as determined by Purchasers (such employees who accept such offer of employment, the "Rehired Employees") on terms and conditions as determined by Purchasers. Subject to Sellers' compliance with its obligations under Section 10.3 of this Agreement, such offers of employment shall be sufficient in number and as to terms and conditions so as not to give rise to any obligations or liabilities under the WARN Act to any Seller or member of the Company Group. Subject to Purchasers' obligations to Sellers pursuant to this Section 10.3, which does not confer third-party beneficiary status on any employee, nothing contained in this Agreement shall confer upon any Rehired Employee any right to any term or condition of employment or to continuance of employment by Purchasers or any of their Affiliates, nor shall anything herein interfere with the right of Purchasers or any of their Affiliates to terminate the employment of any employee, including any Rehired Employee, at any time, with or without notice and for any or no reason, or restrict Purchasers or any of their

Affiliates in modifying any of the terms or conditions of employment of any employee, including any Rehired Employee, after the Closing.

10.2 Employee Benefit Plans. Except for the Assumed Employee Benefit Plans and Assumed Obligations, no Purchaser shall assume any Employee Benefit Plan or any Liability thereunder or related thereto and Purchasers shall provide only those benefits to Rehired Employees as of or after the Closing as Purchasers shall determine. Nothing contained in this Agreement, express or implied: (a) shall be construed to establish, amend, or modify any benefit or compensation plan, program, agreement or arrangement; (b) shall alter or limit the ability of any Purchaser or any of its Affiliates to amend, modify or terminate any benefit or compensation plan, program, agreement or arrangement at any time assumed, established, sponsored or maintained by any of them; or (c) is intended to confer upon any Person (including employees, retirees, or dependents or beneficiaries of employees or retirees) any rights as a third-party beneficiary of this Agreement.

10.3 WARN Act. Before Purchasers offer jobs to employees of the Business as required by Section 10.1 of this Agreement, and as a condition to such obligation, Sellers shall provide Purchasers with a list of employee layoffs, by date and location, implemented by Sellers in the 90-day period immediately preceding the Closing Date. In respect of any mass layoff, plant closing or other triggering event that occurs entirely prior to the Closing, Sellers shall jointly and severally indemnify and hold Purchasers harmless from and against any and all notices, payments, fines or assessments that arise, pursuant to any applicable Law with respect to the employment, discharge or layoff of employees, including any arising under the WARN Act as defined herein. Likewise, in respect of notices and payments under the WARN Act relating to or arising from actions or omissions of Purchasers on or after the Closing, Purchasers shall be responsible for and assume (and shall indemnify and hold the Sellers harmless from and against) all Liability arising under the WARN Act for any and all notices, payments, fines or assessments with respect to the employment, discharge or layoff of employees employed by Purchasers after the Closing.

10.4 Payroll Reporting and Withholding. Purchasers shall adopt the "standard procedure" for preparing and filing IRS Forms W-2 (Wage and Tax Statements), as described in Revenue Procedure 2004-53. Under this procedure, the Purchasers as the successor employer shall provide Forms W-2 to all Rehired Employees reflecting all wages paid and Taxes withheld by Purchasers as the successor employer for the portion of the calendar year beginning on the day after the Closing Date. Sellers as the predecessor employer shall provide Forms W-2 to all Rehired Employees reflecting all wages paid and Taxes withheld by Sellers for the portion of the calendar year ending on the Closing Date. Purchasers shall adopt the "standard procedure" of Rev. Proc. 2004-53 for purposes of IRS Forms W-4 (Employee's Withholding Allowance Certificate) and W-5 (Earned Income Credit Advance Payment Certificate). Under this procedure, Purchasers shall keep on file the Forms W-4 and W-5 provided by the Rehired Employees for the period required by applicable Law concerning record retention. Purchasers shall obtain new IRS Forms W-4 and W-5 with respect to each Rehired Employee.

10.5 Joint Post-Closing Covenant of Purchasers and Sellers. Purchasers and Sellers agree that, from and after the Closing Date, Purchasers and Sellers will each use commercially reasonable efforts to cooperate with each other in connection with any action, suit, Proceeding,

investigation or audit of the other relating to (a) the preparation of an audit of any Tax Return of any Seller or Purchasers for all periods prior to or including the Closing Date and (b) any audit of any Purchaser and/or any audit of any Seller with respect to the sales, transfer and similar Taxes imposed by the Laws of any state or political subdivision thereof, relating to the transactions contemplated by this Agreement. In furtherance hereof, Purchasers and Sellers agree to promptly respond to all reasonable inquiries related to such matters and to provide, to the extent reasonably possible, substantiation of transactions and to make available and furnish appropriate documents and personnel in connection therewith. All costs and expenses incurred in connection with this Section 10.5 referred to herein shall be borne by the party who is subject to such action.

10.6 Name Changes. At least two (2) business days prior to the Closing, each Seller shall take all necessary action to change its name and the names of all Affiliates of Sellers (other than the Foreign Subsidiaries) to a name that does not include the word "Propex" or any other name or mark included in the Company Intellectual Property (including any name set forth on the signature pages to this Agreement) or any translations, adaptations, derivations or combinations of any of the foregoing or any name or mark confusingly similar thereto (collectively, the "Restricted Names"), and Sellers shall promptly notify Purchasers of such name change(s) and the new name(s) chosen by each Seller and all Affiliates of Seller, as applicable, and each Purchaser agrees and acknowledges that it shall not change its name to the name of any Seller prior to the Closing. From and after Closing, Sellers and all Affiliates of Sellers shall cease all use of any Restricted Name, including by removing all Restricted Names from all letterhead, stationary, signage and tangible assets included in the Excluded Assets; provided, however, notwithstanding any other provision of this Agreement, to the extent Sellers desire to use the Restricted Names in connection with the winddown and liquidation of their bankruptcy estates in any publicly filed document or in communication with former customers, suppliers or vendors of the Sellers, Sellers (and their successors in interest, including any Chapter 7 trustee) shall not use such Restricted Names in the caption, title or header of such documentation or communication and shall only be permitted to use the Restricted Names to clarify that they are the successors in interest to the debtors in Chapter 11 Cases and that they no longer use the name "Propex."

10.7 Accounts Receivable; Collections. After the Closing, Sellers shall permit, and hereby authorize, Purchasers to collect, in the name of Sellers, all Accounts Receivable constituting part of the Acquired Assets and to endorse with the name of any applicable Seller for deposit in any Purchaser's account any checks or drafts received in payment thereof. Sellers shall promptly deliver to Purchasers any cash, checks or other property that they may receive after the Closing in respect of any Accounts Receivable or other asset constituting part of the Acquired Assets. Sellers shall promptly deliver to Purchasers any cash, proceeds or refunds that they may receive after the Closing in respect of insurance policies to the extent related solely to the Acquired Assets.

10.8 Access to Information. For a period of twenty-four (24) months after the Closing Date, upon reasonable advance notice, Purchasers and Sellers will afford promptly to such other requesting party and their agents reasonable access during normal business hours to their properties, books, records, employees, auditors and counsel to the extent necessary for financial reporting and accounting matters, employee benefits matters, the preparation and filing of any Tax returns, reports or forms, the defense of any Tax audit, claim or assessment, the

reconciliation of Claims in the Chapter 11 Cases or otherwise to enable Purchasers or Sellers, as applicable, to address issues arising in connection with or relating to the Chapter 11 Cases or to permit Purchasers or Sellers, as applicable, to determine any matter relating to their rights and obligations hereunder or any other reasonable business purpose related to the Excluded Assets or Excluded Liabilities; provided, however, that any such access by Sellers or Purchasers, as applicable, shall not unreasonably interfere with the conduct of the business of Sellers or Purchasers, as applicable. Sellers or Purchasers, as applicable, will hold, and will use their commercially reasonable efforts to cause their officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of Law, all confidential documents and information concerning Sellers or Purchasers, as applicable, or the Business provided to them pursuant to this Section 10.8.

10.9 Confidentiality. Following the Closing, Sellers shall maintain as confidential and shall not use or disclose (except as required by Law or as authorized in writing by Purchasers) (a) any information or materials relating to the Business, operations and affairs of the Company Group and (b) any materials developed by Purchasers or any of their representatives (including their accountants, advisors, environmental, labor, employee benefits and any other consultants, lenders and legal counsel). Except as otherwise permitted and provided above, in the event any Seller is required by Law to disclose any such confidential information, such Seller shall promptly notify Purchasers in writing, which notification shall include the nature of the legal requirement and the extent of the required disclosure, and shall cooperate with each Purchaser in connection with such Purchaser's efforts to obtain a protective Order (at such Purchaser's sole cost and expense) and otherwise preserve the confidentiality of such information consistent with applicable Law. Information subject to the confidentiality obligations in this Section 10.9 does not include any information which (x) at the time of disclosure is generally available to or known by the public (other than as a result of its disclosure in breach of this Agreement) or (y) becomes available on a non-confidential basis from a Person who is not known to be bound by a confidentiality agreement with either Purchaser or its Affiliates, or who is not otherwise prohibited from transmitting the information.

10.10 Tax Matters. Other than with respect to amounts to be withheld pursuant to Section 4.8 of this Agreement, which amounts, for avoidance of doubt, shall be agreed upon in good faith by Sellers and Purchasers prior to Closing, within the later of (i) ninety (90) days after the Closing Date, or (ii) thirty (30) days prior to the date by which Sellers' federal income Tax Returns must be filed, Sellers and Purchasers shall jointly and in good faith prepare a schedule allocating the Purchase Price (and any other items that are required for federal income Tax purposes to be treated as part of the Purchase Price) among the Acquired Assets (such schedule, the "Allocation"), in accordance with Section 1060 of the Code and the treasury regulations thereunder (and any similar provision of state, local, or foreign Law). The Allocation shall be binding upon Purchasers and Sellers. Purchasers and Sellers shall report and file all Tax Returns (including amended Tax Returns and claims for refund) consistent with the Allocation, and shall take no position contrary thereto or inconsistent therewith unless required by applicable Law (including in any audits or examinations by any Governmental Authority or any other Proceeding). Purchasers and Sellers shall cooperate in the filing of any forms (including Internal Revenue Service Form 8594 under Section 1060 of the Code) with respect to such Allocation.

Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 10.10 shall survive the Closing without limitation.

ARTICLE XI MISCELLANEOUS

11.1 Non-Survival of Representations and Warranties. The representations and warranties respectively made by Sellers and Purchasers in this Agreement and in any certificate delivered hereunder will expire as of the Closing. Subsequent to Closing, no Claim with respect to any breach of any representation or warranty contained in this Agreement and no Claim with respect to any known breach of a covenant to be performed at or prior to Closing contained in this Agreement may be pursued or maintained (either hereunder or otherwise) against any other party. The parties hereto agree that the covenants contained in this Agreement to be performed after the Closing shall survive the Closing hereunder, and each party hereto shall be liable to the other after the Closing for any breach thereof.

11.2 Expenses.

(a) Except as otherwise provided herein, each party hereto shall bear its own costs and expenses, including attorneys' fees, with respect to the transactions contemplated hereby. Notwithstanding the foregoing, in the event of any action or Proceeding to interpret or enforce this Agreement, the prevailing party in such action or Proceeding (i.e., the party who, in light of the issues contested or determined in the action or Proceeding, was more successful) shall be entitled to have and recover from the non-prevailing party such costs and expenses (including all court costs and reasonable attorneys' fees) as the prevailing party may incur in the pursuit or defense thereof.

(b) The parties hereto agree that if any Claims for commissions, fees or other compensation, including brokerage fees, finder's fees, or commissions are ever asserted against Purchasers or Sellers in connection with this transaction, all such Claims shall be handled and paid by the party whose actions form the basis of such Claim and such party shall indemnify (with counsel reasonably satisfactory to the party(ies) entitled to indemnification) and hold the other harmless from and against any and all such Claims or demands asserted by any Person, firm or corporation in connection with the transaction contemplated hereby.

11.3 Amendment. This Agreement may not be amended, modified or supplemented except by a written instrument signed by ParentCo (on behalf of itself and Sellers) and Purchasers.

11.4 Notices. Any notice, request, instruction or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given, (a) when received if given in person, (b) on the date of transmission if sent by facsimile, e-mail, or other wire transmission (with answer back confirmation of such transmission), (c) upon delivery, if delivered by a nationally known commercial courier service providing next day delivery service (such as Federal Express), or (d) upon delivery, or refusal of delivery, if deposited in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid:

To Sellers: Propex Inc.
Propex Holdings Inc.
6025 Lee Highway, Suite 425
Chattanooga, Tennessee 37421
Attn: Woody McGee
Fax: (423) 553-2300

with copies to: King & Spalding LLP
1100 Louisiana, Suite 4000
Houston, Texas 77002
Attn: Henry J. Kaim
Fax: (713) 751-3290

and

King & Spalding LLP
1180 Peachtree Street
Atlanta, Georgia 30309
Attn: Paul K. Ferdinands
Fax: (404) 572-5129

and

Houlihan Lokey Howard & Zukin, Inc.
225 South Sixth Street, Suite 4950
Minneapolis, Minnesota 55402
Attn: Jonathan Cleveland
Fax: (612) 338-2938

To Purchasers: Xerxes Operating Company, LLC
Xerxes Foreign Holdings Corp.
c/o Wayzata Investment Partners
701 East Lake Street, Suite 300
Wayzata, MN 55391
Attn: Patrick J. Halloran
Daniel E. Kubes
Fax: (952) 345-8902

With copies to: Kirkland & Ellis LLP
200 East Randolph Drive
Chicago, IL 60601
Attn: Sanford E. Perl, P.C.
Travis L. Nelson
Fax: (312) 861-2200

or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

11.5 Waivers. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation or warranty contained in this Agreement shall be effective unless in writing by ParentCo, in the case of a waiver by any Seller, or Purchasers, in the case of any waiver by any Purchaser, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach of other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

11.6 Counterparts and Execution. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

11.7 Headings. The headings preceding the text of the Articles and Sections of this Agreement and the Exhibits and the Schedules are for convenience only and shall not be deemed part of this Agreement.

11.8 SUBMISSION TO JURISDICTION. THE PARTIES HEREBY AGREE THAT ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, AND PROCEEDINGS RELATING TO THIS AGREEMENT OR THE OTHER AGREEMENTS CONTEMPLATED HEREIN SHALL BE FILED AND MAINTAINED ONLY IN THE BANKRUPTCY COURT, AND THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF SUCH COURT.

11.9 Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the Delaware (regardless of the Laws that might otherwise govern under applicable Delaware principles of conflicts of Law) as to all matters, including matters of validity, construction, effect, performance and remedies.

11.10 Binding Nature; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without prior written consent of the other parties (which shall not be unreasonably withheld or delayed); except (i) that each Purchaser may assign any of its rights and obligations hereunder to any Affiliate or Subsidiary of such Purchaser (whether wholly owned or otherwise) or to its lender and, following the Closing, in whole or in part to any successor-in-interest to any Person acquiring all or any portion of the Business or the Acquired Assets; (ii) the rights and interests of Sellers hereunder may be assigned to a trustee or other authorized representative appointed under Chapter 11 or Chapter 7 of the Bankruptcy Code; (iii) this Agreement may be assigned to any entity appointed as a successor to Sellers pursuant to a confirmed Chapter 11 plan; and (iv) as otherwise provided in this Agreement. Sellers hereby agree that any Purchaser may grant a security interest in its rights and interests hereunder to its lenders, and Sellers will sign a consent with respect thereto if so requested by any Purchaser or

its lender, and that the terms of this Agreement shall be binding upon any subsequent trustee appointed under Chapter 11 or Chapter 7 of the Bankruptcy Code.

11.11 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and nothing contained herein, express or implied, is intended to confer on any Person other than the parties hereto or their successors and permitted assigns, any rights, remedies, obligations, Claims, or causes of action under or by reason of this Agreement.

11.12 Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to this Agreement to express their mutual intent, and no rule of strict construction shall be applied against any party. Any reference to any Law shall be deemed also to refer to all rules and Laws promulgated thereunder, unless the context requires otherwise. Whenever a party's consent, approval or satisfaction is required under this Agreement, the decision as to whether or not to consent or approve or be satisfied shall be in the sole and exclusive discretion of such party, and such party's decision shall be final and conclusive.

11.13 Public Announcements. Except as required by Law or in connection with the Chapter 11 Cases, neither Sellers nor Purchasers shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other parties hereto relating to the contents and manner of presentation and publication thereof, which approval will not be unreasonably withheld, delayed or conditioned. Prior to making any public disclosure required by applicable Law, the disclosing parties shall give the other party a copy of the proposed disclosure and reasonable opportunity to comment on the same. Notwithstanding the foregoing, Purchasers shall not be restricted from making any public announcements or issuing any press releases after the Closing. Notwithstanding anything herein to the contrary, each Seller and Purchasers agree (on behalf of itself and each Affiliate and Person acting on behalf of it) that each party hereto (and each employee, representative, and other agent of any party hereto) may disclose to any and all Persons, without limitation of any kind, the Tax treatment and Tax structure of the transaction and all materials of any kind (including opinions or other Tax analyses) that are provided to any party hereto or any Person relating to such Tax treatment and Tax structure, except to the extent necessary to comply with any applicable federal or state securities Laws. Each Seller and each Purchaser agree that the authorization contained in the immediately preceding sentence is not intended to permit disclosure of any other information, including (i) any portion of any materials to the extent not related to the Tax treatment or Tax structure of the transaction, (ii) the identities of participants or potential participants in the transaction, (iii) the existence or status of any negotiations, (iv) any pricing or financial information (except to the extent such pricing or financial information is related to the Tax treatment or Tax structure of the transaction), or (v) any other term or detail not relevant to the Tax treatment or the Tax structure of the transaction.

11.14 Schedules. The information disclosed in any numbered part in the Schedules delivered by Sellers to Purchasers on the date hereof shall be deemed to relate to and to qualify only the particular representation or warranty set forth in the corresponding numbered section in this Agreement unless such information is disclosed in such a way that its relevance to another particular representation in the Agreement is reasonably apparent on its face.

11.15 Entire Understanding. This Agreement, the Exhibits and the Schedules set forth the entire agreement and understanding of the parties hereto in respect to the transactions contemplated hereby and the Agreement, the Exhibits and the Schedules supersede all prior agreements, arrangements and understandings relating to the subject matter hereof and are not intended to confer upon any other Person any rights or remedies hereunder.

11.16 Closing Actions. All deliveries, payments and other transactions and documents relating to the Closing shall be interdependent, and none shall be effective unless and until all are effective (except to the extent that the party entitled to the benefit thereof has waived satisfaction or performance thereof as a condition precedent to the Closing).

11.17 Conflict Between Transaction Documents. The parties hereto agree and acknowledge that to the extent any terms and provisions of this Agreement are in any way inconsistent with or in conflict with any term, condition or provision of any other agreement or document referred to herein, this Agreement shall govern and control.

11.18 [Intentionally Omitted].

[END OF PAGE]
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed and delivered on the date first above written.

PURCHASERS:

XERXES OPERATING COMPANY, LLC

By: Wayzata Investment Partners LLC, its
Manager

By: 

Name: Mary I. Burns

Its: Authorized Signatory

XERXES FOREIGN HOLDINGS CORP.

By: 

Name: Mary I. Burns

Its: Secretary

PROPEX HOLDINGS INC.

By: Woody McGee
Name: Woody McGee
Its: Chief Executive Officer

PROPEX INC.

By: Woody McGee
Name: Woody McGee
Its: Chief Executive Officer

**PROPEX CONCRETE SYSTEMS
CORPORATION**

By: Woody McGee
Name: Woody McGee
Its: Chief Executive Officer

**PROPEX FABRICS INTERNATIONAL
HOLDINGS I INC.**

By: Woody McGee
Name: Woody McGee
Its: Chief Executive Officer

**PROPEX FABRICS INTERNATIONAL
HOLDINGS II INC.**

By: Woody McGee
Name: Woody McGee
Its: Chief Executive Officer

EXHIBIT A

Intentionally Omitted.

EXHIBIT B

Intentionally Omitted.

EXHIBIT C

FORM OF AMENDMENT TO ESCROW AGREEMENT

Attached hereto.

Execution Copy

AMENDMENT TO ESCROW AGREEMENT

This Amendment to Escrow Agreement (this "Amendment") is made and entered into as of March 26, 2009, by and among Wayzata Opportunities Fund II, L.P., a Delaware limited partnership (the "Depositor"), Propex Holdings Inc., a Delaware corporation ("ParentCo"), and U.S. Bank National Association, a national banking association, as escrow agent (the "Escrow Agent"). Depositor and ParentCo are sometimes collectively referred to herein as the "Parties." Capitalized terms used but not otherwise defined herein or in the Escrow Agreement (as defined below) shall have the meaning given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Xerxes Operating Company, LLC, a Delaware limited liability company, and Xerxes Foreign Holdings Corp., a Delaware corporation (each a "Purchaser" and, collectively, "Purchasers"), on the one hand, and ParentCo and certain of ParentCo's subsidiaries (each a "Seller" and, collectively, "Sellers"), on the other hand, are parties to that certain Asset Purchase Agreement, dated as of February 17, 2009 (as amended and modified from time to time in accordance with its terms, the "Original Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement and as part of the transactions contemplated thereby, the Parties entered into that certain Escrow Agreement dated as of February 18, 2009 (the "Escrow Agreement");

WHEREAS, at the Auction conducted on March 23, 2009, and as a result of competitive bidding for the Sellers' assets at the Auction, Sellers submitted a substantially revised Asset Purchase Agreement that superseded or otherwise replaced the Original Asset Purchase Agreement and that the Sellers determined to be the highest and best bid for the Sellers' assets (as executed by the Purchasers and Sellers on March 25, 2009, the "Purchase Agreement"); and

WHEREAS, the Parties (and the Escrow Agent) mutually desire to amend, supplement and modify the Escrow Agreement as set forth herein to satisfy the requirements of the Purchase Agreement, including the increase of the Escrow Deposit Amount from \$5,000,000 in the Original Purchase Agreement to \$10,000,000 in the Purchase Agreement.

NOW, THEREFORE, pursuant to Section 12 of the Escrow Agreement, and in consideration of the mutual covenants, agreements and understandings contained herein and intending to be legally bound, the parties hereto hereby agree as follows:

1. Amendments to the Escrow Agreement.

(a) Section 2(a) Pre-Closing Deposit. Section 2(a) of the Escrow Agreement is hereby amended and replaced in its entirety by the following: "Not later than 5:00 p.m. (Eastern Time) on the first business day immediately following execution of this Amendment, Depositor shall deposit with the Escrow Agent an amount equal to \$5,000,000, which, when aggregated with the \$5,000,000 deposited on February 19, 2009 in accordance with the terms of the Escrow Agreement, shall equal \$10,000,000 (the "Escrow Deposit Amount")."

(b) Section 2(b) Closing Deposit. Section 2(b) of the Escrow Agreement is hereby deleted in its entirety.

(c) Section 2(c) Holding of Escrow Funds. The first sentence of Section 2(c) of the Escrow Agreement is hereby amended and replaced in its entirety by the following: "The Escrow Agent hereby agrees to hold the Escrow Deposit Amount, together with any and all interest, income and gains

(collectively, "Interest") accrued thereon (collectively, the "Escrow Funds"), in a separate and distinct account (the "Escrow Account"), subject to the terms and conditions of this Agreement."

(d) Section 4 Claims and Escrow Account. The first sentence of Section 4 of the Escrow Agreement is hereby amended and replaced in its entirety by the following: "The purpose of the escrow established hereunder is to provide a deposit as a source of funds for the payment of amounts owed to the Sellers under the Purchase Agreement. The procedures for payments of such amounts are set forth in Section 5 below."

(e) Section 5(a)(iii) Escrow Deposit Amount. Section 5(a)(iii) of the Escrow Agreement is hereby amended and replaced in its entirety by the following: "At the Closing, ParentCo (on behalf of the Sellers) and Purchasers shall jointly instruct the Escrow Agent to disburse the Escrow Funds to ParentCo (on behalf of and for the benefit of Sellers), by wire transfer of immediately available funds to an account designated by ParentCo."

(f) Section 5(b) Net Asset Value Escrow Amount. Section 5(b) of the Escrow Agreement is hereby deleted in its entirety.

(g) Definition of Purchase Agreement. All uses of and references to the term "Purchase Agreement" in the Escrow Agreement shall mean that certain Asset Purchase Agreement, dated as of March 25, 2009, entered into by and among Purchasers, Sellers and certain other signatories thereto.

2. Miscellaneous.

(a) No Other Amendments; Continuing Effect. The amendments set forth herein are limited precisely as written and shall not be deemed to be an amendment of any other term or condition of the Escrow Agreement or any of the documents referred to therein. Whenever the Escrow Agreement is referred to in any agreement, document or other instrument, such reference shall be to the Escrow Agreement as amended by this Amendment. Except as expressly amended hereby, the terms and conditions of the Escrow Agreement shall continue in full force and effect.

(b) Severability. Whenever possible, each provision of this Amendment will be interpreted in such manner as to be effective and valid under applicable law, but the Parties agree that (a) the provisions of this Amendment shall be severable in the event that for any reason whatsoever the provisions hereof are invalid, void or otherwise unenforceable, (b) such invalid, void or otherwise unenforceable provisions shall be automatically replaced by other provisions which are as similar as possible in terms to such invalid, void or otherwise unenforceable provisions but are valid and enforceable and (c) the remaining provisions shall remain enforceable to the fullest extent permitted by law.

(c) Counterparts. This Amendment may be executed by the parties hereto individually or in any combination, in one or more counterparts (including by means of telecopied signature pages), each of which shall be an original and all of which shall together constitute one and the same agreement.

(d) Assigns and Assignment. This Amendment and all actions taken hereunder shall inure to the benefit of and shall be binding upon all of the parties hereto and upon all of their respective successors and assigns; provided that (a) the Escrow Agent shall not be permitted to assign its obligations hereunder except as provided in the Escrow Agreement and (b) no such assignment of any of the Parties shall be binding against the Escrow Agent unless and until written notice of such assignment is delivered to and acknowledged by the Escrow Agent.

(e) Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

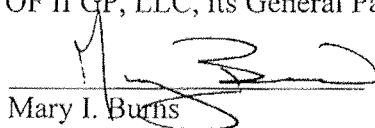
* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Escrow Agreement as of the date first written above.

WAYZATA OPPORTUNITIES FUND II, L.P.

By: WOF II GP, L.P., its General Partner

By: WOF II GP, LLC, its General Partner

By: 

Name: Mary I. Burns

Its: Authorized Signatory

PROPEX HOLDINGS INC.

By: _____

Name: _____

Its: _____

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent

By: _____

Name: _____

Its: _____

Agreement as of the date first written above.

WAYZATA OPPORTUNITIES FUND II, L.P.

By: WOF II GP, L.P., its General Partner

By: WOF II GP, LLC, its General Partner

By: _____

Name: Mary I. Burns

Its: Authorized Signatory

PROPEX HOLDINGS INC.

By: WMM

Name: W.M. McGEE

Its: PRESIDENT / CEO

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Escrow Agreement as of the date first written above.

WAYZATA OPPORTUNITIES FUND II, L.P.

By: WOF II GP, L.P., its General Partner

By: WOF II GP, LLC, its General Partner

By: _____

Name: Mary I. Burns

Its: Authorized Signatory

PROPEX HOLDINGS INC.

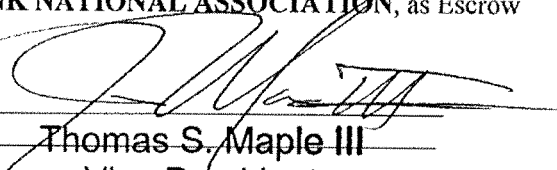
By: _____

Name: _____

Its: _____

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent

By: _____

Name:  Thomas S. Maple III

Its: Vice President

EXHIBIT D

FORM OF SALE ORDER

Attached hereto.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
SOUTHERN DIVISION**

In re:	)	Chapter 11
	)	
PROPEX INC., <i>et al.</i> , ¹	)	Case No. 08-10249 (JCC)
	)	(Jointly Administered)
	)	
Debtors.	)	
	)	

**ORDER (A) APPROVING ASSET PURCHASE AGREEMENT AND AUTHORIZING
THE SALE OF ASSETS OF THE DEBTORS OUTSIDE THE ORDINARY COURSE OF
BUSINESS, (B) AUTHORIZING THE SALE OF ASSETS FREE AND CLEAR OF ALL
LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS, (C) AUTHORIZING THE
ASSUMPTION AND SALE AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES, AND (D) GRANTING RELATED RELIEF**

(this relates to Docket No. 891)

Upon the motion (the “Sale Motion”) of Propex Inc. and its affiliated debtors and
debtors-in-possession (collectively, the “Debtors” or “Sellers”) for the entry of an order pursuant
to § § 105, 363, and 365 of the Bankruptcy Code, 11 U.S.C. § § 101-1532 (the “Bankruptcy

¹ The Debtors in these chapter 11 cases are: Propex Inc.; Propex Holdings Inc.; Propex Concrete Systems Corporation; Propex Fabric International Holdings I Inc.; and Propex Fabric International Holdings II Inc.

Code”) and Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) authorizing the Debtors to: (a) enter into that certain Asset Purchase Agreement, dated as of March 26, 2009, between Xerxes Operating Company L.L.C. (the “U.S. Purchaser”) and Xerxes Foreign Holding Corp. (the “Foreign Purchaser” as modified, and together with the U.S. Purchaser, the “Purchasers”), and the Debtors attached hereto as Exhibit 1 (as amended or otherwise modified from time to time and including all related instruments, documents, exhibits, schedules, and agreements thereto, collectively, the “Agreement”)², (b) sell substantially all of their assets as set forth in the Agreement, including the Acquired Assets, free and clear of all Liens, Claims, Encumbrances, and Interests (as defined below), with such sale to be in accordance with the terms and conditions of the Agreement; (c) assume and sell and assign certain executory contracts and unexpired leases to the Purchasers; and (d) granting related relief; and this Court having entered an order on March 9, 2009 [Docket No. 924] (the “Bid Procedures Order” and attached as Exhibit A thereto, the “Bid Procedures”) authorizing the Debtors to conduct, and approving the terms and conditions of, the auction as set forth in the Bid Procedures (the “Auction”) to consider higher or otherwise better offers for the Acquired Assets, establishing a date for the Auction, and approving, among other things: (i) the Bid Procedures in connection with the Auction; (ii) the form and manner of notice of the Auction and Bid Procedures; (iii) procedures relating to certain unexpired leases and executory contracts, including notice of proposed cure amounts; and (iv) the Breakup Fee or the Acquisition Proposal Fee; and the Court having established the date of the hearing on the Sale Motion (the “Sale Hearing”); and the Court having jurisdiction to consider the Sale Motion and the relief requested therein in accordance with 28 U.S.C. § § 157(b)(2) and 1334; and in consideration of

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

the Sale Motion, the relief requested therein, and the responses thereto being a core proceeding in accordance with 28 U.S.C. § 157(b); and the appearance of all interested parties and all responses and objections to the Sale Motion having been duly noted in the record of the Sale Hearing; and upon the record of the Sale Hearing, and all other pleadings and proceedings in these chapter 11 cases, including the Sale Motion, the various certificates of service regarding the Sale Motion [Docket Nos. 903, 965, 966 and 986], and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and after due deliberation and sufficient cause appearing therefore;

IT IS HEREBY FOUND, DETERMINED AND CONCLUDED THAT:³

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

B. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. The Court has jurisdiction over this matter and over the property of the Debtors' estates, including the Acquired Assets to be sold, transferred, or conveyed pursuant to the Agreement, and their respective estates pursuant to 28 U.S.C. § § 157 and 1334. This matter is a "core proceeding" pursuant to 28 U.S.C. § 157(b)(2). Venue of these chapter 11 cases and the Sale Motion in this district is proper pursuant to 28 U.S.C. § § 1408 and 1409.

D. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). To any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal

³ All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Sale Motion are hereby incorporated herein to the extent not inconsistent herewith.

Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

E. The statutory bases for the relief requested in the Sale Motion and for the approvals and authorizations herein are (i) Bankruptcy Code § § 102, 105, 363 and 365, and (ii) Bankruptcy Rules 2002, 6004, 6006, and 9014.

F. On January 18, 2008 (the "Petition Date"), the Debtors filed voluntary petitions under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued in possession and management of their businesses and properties as debtors-in-possession pursuant to Bankruptcy Code § § 1107(a) and 1108.

G. As evidenced by the certificates of service and publication filed with the Court, [Docket Nos. 903, 965, 966 and 986] proper, timely, adequate, and sufficient notice of the Sale Motion, the Auction, and the Sale Hearing have been provided in accordance with Bankruptcy Code § § 102(1) and 363(b), Bankruptcy Rules 2002, 6004, 9006, 9007, 9008, and 9014, the local rules of the Court, the procedural due process requirements of the United States Constitution, and in compliance with the Bid Procedures Order. The Debtors also gave due and proper notice of the assumption, sale, and assignment of each contract listed on the notice of assumption, sale, and assignment of designated unexpired leases and executory contracts (the "Cure Amount Notice") filed on March 19, 2009 (Docket No. 966) (the "Assumed Contracts") to each non-debtor party under each such Assumed Contract. Such notice was good and sufficient and appropriate under the particular circumstances. No other or further notice of the Sale Motion, the Auction, the Sale Hearing, the assumption and assignment of the Assumed Contracts, or of the entry of this Order is necessary or shall be required.

H. A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities, including, without limitation, (i) all entities that claim any interest in or lien upon the Acquired Assets, (ii) all parties to Assumed Contracts assumed and sold and assigned pursuant to this Order, (iii) all governmental taxing authorities that have, or as a result of the sale of the Acquired Assets may have, claims, contingent or otherwise, against the Debtors, (iv) all parties that filed requests for notices under Bankruptcy Rule 9010(b) or were entitled to notice under Bankruptcy Rule 2002, (v) all creditors (whether their claims are liquidated, contingent, or unmatured) of the Debtors, (vi) all interested governmental, pension and environmental entities, (vii) the Office of the United States Trustee for the Eastern District of Tennessee, and (viii) all entities that heretofore expressed to the Debtors an interest in purchasing the Acquired Assets. Other parties interested in bidding on the Acquired Assets were provided, pursuant to the Bid Procedures Order, sufficient information to make an informed judgment on whether to bid on the Acquired Assets.

I. The Acquired Assets are property of the Debtors' estates and title thereto is vested in the Debtors' estates.

J. The Debtors have demonstrated a sufficient basis and the existence of exigent circumstances requiring them to enter into the Agreement, sell the Acquired Assets, and assume and assign the Assumed Contracts under Bankruptcy § § 363 and 365, and such actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their estates and their creditors.

K. The Bid Procedures set forth in the Bid Procedures Order were non-collusive, substantively and procedurally fair to all parties, and were the result of arm's length negotiations between the Debtors and the Purchasers.

L. The Debtors and their professionals have complied, in good faith, in all respects with the Bid Procedures Order. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, through marketing efforts and a competitive sale process conducted in accordance with the Bid Procedures Order, the Debtors (a) afforded interested potential purchasers a full, fair, and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase all of the Debtors' assets, (b) provided potential purchasers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Acquired Assets, and (c) considered any bids submitted on or before the deadline to submit bids as set forth in the Bid Procedures (the "Bid Deadline").

M. Three bids were submitted that, as modified, were determined to be Qualified Bids. The Purchasers submitted the highest or otherwise best offer and the Purchasers are the successful bidders for the Acquired Assets in accordance with the Bid Procedures Order. The Bid Procedures obtained the highest value for the Acquired Assets for the Debtors and their estates.

N. The offer of the Purchasers, upon the terms and conditions set forth in the Agreement, including the form and total consideration to be realized by the Debtors pursuant to the Agreement, (i) is the highest or best offer received by the Debtors, (ii) is fair and reasonable; (iii) is in the best interests of the Debtors' creditors and estates, (iv) constitutes full and fair consideration and reasonably equivalent value for the Acquired Assets, and (v) will provide a greater recovery for the Debtors' creditors and other interested parties than would be provided by any other practically available alternative.

O. The Purchasers are not “insiders” or “affiliates” of the Debtors as those terms are defined in the Bankruptcy Code and the decisions thereunder. The Purchasers are purchasers in good faith, as that term is used in the Bankruptcy Code and the decisions thereunder, and are entitled to the protections of Bankruptcy Code § 363(m) and (n) with respect to all of the Acquired Assets. The Agreement was negotiated and entered into in good faith, based upon arm’s length bargaining, and without collusion or fraud of any kind. Neither the Debtors nor the Purchasers have engaged in any conduct that would prevent the application of Bankruptcy Code § 363(m) or cause the application of, or implicate, Bankruptcy Code § 363(n) to the Agreement or to the consummation of the sale transaction and transfer of the Acquired Assets and Assumed Contracts to the Purchasers. The Purchasers are purchasing the Acquired Assets and Assumed Contracts in good faith and each is a good faith purchaser within the meaning of Bankruptcy Code § 363(m) and is, therefore, entitled to the protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that: (i) the Purchasers recognized that the Debtors were free to deal with any other party interested in acquiring the Acquired Assets, (ii) the Purchasers complied with the provisions in the Bid Procedures Order, (iii) all consideration to be paid by the Purchasers and other agreements or arrangements entered into by the Purchasers in connection with the Sale have been disclosed, (iv) the Purchasers have not violated Bankruptcy Code § 363(n) by any action or inaction, and (v) the negotiation and execution of the Agreement and any other agreements or instruments related thereto was in good faith.

P. The Debtors have full corporate power and authority to execute the Agreement and all other documents contemplated thereby, and the sale of the Acquired Assets has been duly and validly authorized by all necessary corporate authority by the Debtors to consummate the

transactions contemplated by the Agreement. No consents or approvals, other than as may be expressly provided for in the Agreement, are required by the Debtors to consummate such transactions.

Q. The Debtors have advanced sound business reasons for seeking to enter into the Agreement and to sell and/or assume and sell and assign the Acquired Assets, as more fully set forth in the Sale Motion and as demonstrated at the Sale Hearing, and it is a reasonable exercise of the Debtors' business judgment to sell the Acquired Assets and to consummate the transactions contemplated by the Agreement. Notwithstanding any requirement for approval or consent by any person, the transfer of the Acquired Assets to the Purchasers and the assumption and assignment of the Assumed Contracts is a legal, valid, and effective transfer of the Acquired Assets and any Assumed Contracts.

R. The terms and conditions of the Agreement, including the consideration to be realized by the Debtors pursuant to the Agreement, are fair and reasonable, and the transactions contemplated by the Agreement are in the best interests of the Debtors' estates.

S. The Acquired Assets shall be sold free and clear of any and all liens (statutory or otherwise, including, without limitation, mechanics', materialmens' and other consensual and non-consensual liens and statutory liens), hypothecations, encumbrances, security interests, mortgages, debts, levies, indentures, pledges, leases, restrictions (whether on voting, sale, transfer, disposition or otherwise), charges, instruments, preferences, priorities, security agreements, easements, covenants, encroachments, conditional sales agreements, title retention contracts, options, Claims (as that term is defined in § 101(5) of the Bankruptcy Code), judgments, offsets, contracts, recoupment, rights of recovery, rights of pre-emption, rights of first refusal or other Third Party rights, claims for reimbursement, contribution, indemnity,

exoneration, products liability, alter-ego, environmental, or Tax (including Claims for any and all foreign, federal, state and local Taxes), decrees of any court or foreign or domestic governmental entity, orders of any Governmental Authority, of any kind or nature (including (i) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (ii) any assignment or deposit arrangement in the nature of a security device, and (iii) any Claim based on any theory that the Purchasers are successors or a continuation of the Debtors or the Debtors' Business), reclamation claims, obligations, liabilities, demands, and guaranties, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the bankruptcy cases, and whether imposed by agreement, understanding, law, equity or otherwise, including Claims otherwise arising under doctrines of successor liability (collectively, the "Liens, Claims, Encumbrances, and Interests"), other than the Permitted Acquired Asset Liens (but excluding any Liens that are set forth in the organizational documents of the Foreign Subsidiaries) (collectively, the "Permitted Liens").

T. The Liens, Claims, Encumbrances, and Interests (other than the Permitted Liens) shall attach to the consideration to be received by the Debtors in the same priority and subject to the same defenses and avoidability, if any, as before the Closing, and the Purchasers would not enter into the Agreement to purchase the Acquired Assets otherwise.

U. The transfer of the Acquired Assets to the Purchasers will be a legal, valid, and effective transfer of the Acquired Assets and shall vest Buyer with all right, title, and interest of the Debtors to the Acquired Assets free and clear of any and all Liens, Claims, Encumbrances,

and Interests (other than the Permitted Liens). Except as specifically provided in the Agreement or this Order, the Purchasers shall not assume or become liable for any Liens, Claims, Encumbrances, and Interests (other than the Permitted Liens) relating to the Acquired Assets being sold by the Debtors.

V. The transfer of the Acquired Assets to the Purchasers free and clear of all Liens, Claims, Encumbrances, and Interests (other than the Permitted Liens) will not result in any undue burden or prejudice to any holders of any Liens, Claims, Encumbrances, and Interests as all such Liens, Claims, Encumbrances, and Interests of any kind or nature whatsoever shall attach to the net proceeds of the sale of the Acquired Assets received by the Debtors in the order of their priority, with the same validity, force, and effect which they now have as against the Acquired Assets and subject to any claims and defenses the Debtors or other parties may possess with respect thereto. All persons having Liens, Claims, Encumbrances, or Interests (other than the Permitted Liens) of any kind or nature whatsoever against or in any of the Debtors or the Acquired Assets shall be forever barred estopped and permanently enjoined from pursuing or asserting such Liens, Claims, Encumbrances, or Interests (other than the Permitted Liens) against the Buyer, any of its assets, property, successors or assigns, or the Acquired Assets.

W. The Debtors may sell the Acquired Assets free and clear of all Liens, Claims, Encumbrances, and Interests (other than the Permitted Liens) of any kind or nature whatsoever because, in each case, one or more of the standards set forth in Bankruptcy Code § 363(f) has been satisfied. Those (i) holders of Liens, Claims, Encumbrances, and Interests and (ii) non-debtor parties, who did not object, or who withdrew their objections, to the sale of the Acquired Assets and the Sale Motion are deemed to have consented pursuant to Bankruptcy Code § 363(f)(2). All objections to the Sale Motion have been overruled or resolved except for the

objections filed by American International Group, Inc. (Docket No. 1025), ACE American Insurance Company (Docket No. 961), SAP America, Inc. (Docket No. 955), and Dell Financial Services, LLC (Docket Nos. 949 and 954) (collectively, the “Limited Executory Contract Objections”). Those holders of Liens, Claims, Encumbrances, and Interests (other than the Permitted Liens) who did object fall within one or more of the other subsections of Bankruptcy Code § 363(f) and are adequately protected by having their Liens, Claims, Encumbrances, and Interests (other than the Permitted Liens), if any, attach to the proceeds of the sale of the Acquired Assets ultimately attributable to the property against or in which they claim or may claim any Liens, Claims, Encumbrances, and Interests, with such Liens, Claims, Encumbrances, and Interests (other than the Permitted Liens) being subject to treatment as prescribed in the Debtors’ chapter 11 plan or by separate order of this Court.

X. Not selling the Acquired Assets free and clear of all Liens, Claims, Encumbrances, and Interests would adversely impact the Debtors’ estates, and the sale of Acquired Assets other than one free and clear of all Liens, Claims, Encumbrances, and Interests would be of substantially less value to the Debtors’ estates.

Y. The Debtors and the Purchasers have, to the extent necessary, satisfied the requirements of Bankruptcy Code § 365, including Bankruptcy Code § § 365(b)(1)(A), (B) and 365(f), in connection with the sale and the assumption and assignment of the Assumed Contracts. The Purchasers have demonstrated adequate assurance of future performance with respect to the Assumed Contracts pursuant to Bankruptcy Code § 365(b)(1)(C). The assumption and assignment of the Assumed Contracts pursuant to the terms of this Order is integral to the Agreement and is in the best interests of the Debtors, their estates, their creditors and other

parties in interest, and represents the exercise of sound and prudent business judgment by the Debtors.

Z. Except for the Limited Executory Contract Objections, the Assumed Contracts are assignable notwithstanding any provisions contained therein to the contrary. To the extent set forth in the Agreement, the Purchasers shall have responsibility for paying the Cure Amounts required to assume and assign the Assumed Contracts to the Purchasers. For avoidance of doubt, the Debtors shall have the sole responsibility for paying all cure obligations (i) in excess of the amounts set forth on Schedule 2.3(a)(i) of the Agreement or (ii) not set forth on Schedule 2.3(a)(i) of the Agreement. Except for the Limited Executory Contract Objections, the Purchasers have provided adequate assurance of their future performance under the Assumed Contracts and the proposed assumption and assignment of the Assumed Contracts.

AA. The Purchasers have reserved their right under Section 2.8(a) of the Agreement to, no later than the last day of the sixth calendar month after the Closing Date, pursuant to the Purchasers' written notice to the Debtors and to the counterparties to any of the affected Contracts designated on Schedule 2.8(a) of the Agreement (the "Designated Remaining Executory Contracts"), cause the Debtors to either assume and assign to the Purchasers such Designated Remaining Executory Contract ten (10) days from the date on which the Purchasers give such notice, or to reject such Designated Remaining Executory Contract on the last day of the calendar month during which occurs the thirtieth (30th) day after the date on which the Purchasers give such notice. As soon as practicable after receiving written notice from the Purchasers to assume and assign a Designated Remaining Executory Contract, the Debtors shall take all actions reasonably necessary to assume and assign the Designated Remaining Executory Contract to the Purchasers pursuant to Bankruptcy Code § 365, including by filing of a notice of

assumption and assignment of such Designated Remaining Executory Contract and service of such notice upon the relevant contract counterparty with opportunity to object.

BB. The Purchasers will be acting in good faith, pursuant to Bankruptcy Code § 363(m), in closing the transactions contemplated by the Agreement at any time on or after the entry of this Order and cause has been shown as to why this Order should not be subject to the stay provided by Bankruptcy Rules 6004(g) and 6006(d).

CC. The transactions contemplated under the Agreement do not amount to a consolidation, merger, or *de facto* merger of the Purchasers and the Debtors and/or the Debtors' estates, there is not substantial continuity between the Purchasers and the Debtors, there is no continuity of enterprise between the Debtors and the Purchasers, the Purchasers are not a mere continuation of the Debtors or their estates, and the Purchasers do not constitute a successor to the Debtors or their estates.

DD. The Purchasers and/or their Affiliates are postpetition secured creditors of the Debtors, holding, among other things, valid liens and claims in and against the Debtors and their estates arising in connection with that certain Superpriority Debtor in Possession Credit Agreement, dated as of January 30, 2009 by and among the Debtors, the financial institutions listed therein and Wayzata Investment Partners LLC (the "DIP Credit Agreement"), to the extent and subject to the terms of the DIP Credit Agreement, those certain interim and final orders entered on January 29, 2009 and February 9, 2009 respectively, authorizing the Debtors to obtain postpetition financing and granting liens, security interests, and superpriority claims to the Purchasers and/or their Affiliates pursuant to the DIP Credit Agreement (collectively the "DIP Orders"), and any other agreements, instruments, and other documents entered into in connection therewith (collectively, the "DIP Facility").

EE. The total consideration provided by the Purchasers for the Acquired Assets was the highest or best offer received by the Debtors, and the Purchase Price constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (b) fair consideration under the Uniform Fraudulent Conveyance Act, and (c) reasonably equivalent value, fair consideration, and fair value under any other applicable laws of the United States, any state, territory or possession, or the District of Columbia, for the Acquired Assets.

FF. Time is of the essence in consummating the sale. In order to maximize the value of the Acquired Assets, it is essential that the sale of the Acquired Assets occur within the time constraints set forth in the Agreement. Accordingly, there is cause to lift the stays contemplated by Bankruptcy Rules 6004 and 6006.

GG. At and effective as of the Closing, the Purchasers shall assume sole responsibility for paying and satisfying the Assumed Obligations. For the avoidance of doubt, nothing in this Order (including, without limitation, any provisions in this Order regarding the sale, transfer or conveyance of the Acquired Assets free and clear of Liens, Claims, Encumbrances, and Interests (other than the Permitted Liens)) nor in the Agreement shall be construed to mean that the Purchasers are not assuming from the Debtors and thereafter becoming solely responsible for the payment, performance and discharge of the Assumed Obligations. After the Closing, as set forth in the Agreement, the Debtors shall have no liability whatsoever with respect to the Assumed Obligations. The Purchasers shall have no obligations with respect to any liabilities of the Debtors other than the Assumed Obligations.

HH. The 2007 ad valorem taxes of Jeff Davis County, Georgia and Hamilton County, Tennessee, including interest, statutory penalties and attorney fees in the total amounts not to exceed \$655,630.34 (if paid on or before April 30, 2009) and \$104,219.90 (if paid on or before

March 31, 2009, plus 1% monthly interest thereafter until paid), respectively, shall be paid, in full, at Closing. The sale of the Acquired Assets shall be free and clear of the tax liens of Jeff Davis County, Georgia and Hamilton County, Tennessee for 2007 ad valorem taxes, but only to the extent those taxes, including interest, statutory penalties and attorney fees in the total amounts not to exceed \$655,630.34 (if paid on or before April 30, 2009) and \$104,219.90 (if paid on or before March 31, 2009, plus 1% monthly interest thereafter until paid), respectively, are paid, in full, at Closing, and not otherwise. The sale of the Acquired Assets shall be subject to, and not free and clear of, the tax liens of Jeff Davis County, Georgia and Hamilton County, Tennessee for 2009 ad valorem taxes.

NOW, THEREFORE, BASED UPON ALL OF THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Sale Motion is granted in its entirety, subject to the terms and conditions contained herein.
2. Except for the Limited Executory Contract Objections, all objections, responses, and requests for continuance concerning the Sale Motion are resolved in accordance with the terms of this Order and as set forth in the record of the Sale Hearing. Except for the Limited Executory Contract Objections, to the extent any such objection, response, or request for continuance was not otherwise withdrawn, waived, or settled, it, and all reservations of rights contained therein, is overruled and denied.
3. Notice of the Sale Hearing was fair and equitable under the circumstances and complied in all respects with 11 U.S.C. § 102(1) and Bankruptcy Rules 2002, 6004, and 6006.
4. The sale of the Acquired Assets, the terms and conditions of the Agreement (including all schedules and exhibits affixed thereto), and the transactions contemplated thereby be, and hereby are, authorized and approved in all respects.

5. The sale of the Acquired Assets and the consideration provided by the Purchasers under the Agreement are fair and reasonable and shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law.

6. The Purchasers are hereby granted and are entitled to all of the protections provided to a good faith purchaser under Bankruptcy Code § 363(m), including with respect to the transfer of the Assumed Contracts as part of the sale of the Acquired Assets pursuant to Bankruptcy Code § 365 and this Order.

7. The Debtors shall be, and hereby are, authorized, and directed to fully assume, perform under, consummate, and implement the terms of the Agreement together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Agreement, this Order, and sale of the Acquired Assets contemplated thereby including, without limitation, deeds, assignments, stock powers, and other instruments of transfer, and to take all further actions as may reasonably be requested by the Purchasers for the purpose of assigning, transferring, granting, conveying, and conferring to the Purchasers, or reducing to possession any or all of the Acquired Assets or Assumed Obligations, as may be necessary or appropriate to the performance of the Debtors' obligations as contemplated by the Agreement, without any further corporate action or orders of this Court. Pursuant to the terms of the Agreement, the Purchasers shall have no obligation to proceed with the Closing of the Agreement until all conditions precedent to their obligations to do so have been met, satisfied, or waived.

8. The Debtors and each other person or entity having duties or responsibilities under the Agreement, any agreements related thereto or this Order, and their respective directors,

officers, employees, members, agents, representatives, and attorneys, are authorized and empowered, subject to the terms and conditions contained in the Agreement and this Order, to carry out all of the provisions of the Agreement and any related agreements; to issue, execute, deliver, file, and record, as appropriate, the documents evidencing and consummating the Agreement, and any related agreements; to take any and all actions contemplated by the Agreement, any related agreements or this Order; and to issue, execute, deliver, file, and record, as appropriate, such other contracts, instruments, releases, indentures, mortgages, deeds, bills of sale, assignments, leases, or other agreements or documents and to perform such other acts and execute and deliver such other documents, as are consistent with, and necessary, desirable or appropriate to implement, effectuate, and consummate, the Agreement, any related agreements, and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court or further action by their respective directors, officers, employees, members, agents, representatives, and attorneys, and with like effect as if such actions had been taken by unanimous action of the respective directors, officers, employees, members, agents, representatives, and attorneys of such entities. The secretary or any assistant secretary of the Debtors shall be, and hereby is, authorized to certify or attest to any of the foregoing actions (but no such certification or attestation shall be required to make any such action valid, binding, and enforceable). The Debtors are further authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the Agreement, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions,

filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents, if any, required by the corporation laws of the State of Delaware and all other applicable business corporation, trust, and other laws of the applicable governmental units with respect to the implementation and consummation of the Agreement, any related agreements and this Order, and the transactions contemplated thereby and hereby.

9. To the fullest extent permitted by law, effective as of the Closing, (a) the sale of the Acquired Assets by the Debtors to the Purchasers shall constitute a legal, valid, and effective transfer of the Acquired Assets notwithstanding any requirement for approval or consent by any person and shall vest the Purchasers with all right, title, and interest of the Debtors in and to the Acquired Assets, free and clear of all Claims, Liens, Interests, and Encumbrances of any kind (other than the Permitted Liens), pursuant to Bankruptcy Code § 363(f), and (b) the assumption of any Assumed Obligations by the Purchasers shall constitute a legal, valid and effective delegation of any Assumed Obligations to the Purchasers and shall divest the Debtors of all liability with respect to any Assumed Obligations.

10. The sale of the Acquired Assets is not subject to avoidance pursuant to Bankruptcy Code § 363(n).

11. At the Closing, the Debtors shall be, and hereby are, authorized, empowered, and directed, pursuant to Bankruptcy Code § § 105, 363(b), and 365, to sell the Acquired Assets, including the Assumed Contracts, to the Purchasers. The sale of the Acquired Assets shall vest

the Purchasers with all right, title and interest of the Debtors to the Acquired Assets free and clear of any and all Liens, Claims, Encumbrances, and Interests (other than the Permitted Liens) with all such Liens, Claims, Encumbrances, and Interests to attach only to the proceeds of the sale (if any) with the same priority, validity, force, and effect, if any, as they now have in or against the Acquired Assets, subject to all claims and defenses the Debtors may possess with respect thereto. Following the Closing Date, no holder of any Liens, Claims, Encumbrances, and Interests in the Acquired Assets (other than the Permitted Liens) shall interfere with the Purchasers' use and enjoyment of the Acquired Assets based on or related to such Liens, Claims, Encumbrances, and Interests, or any actions that the Debtors may take in their chapter 11 cases and no person shall take any action to prevent, interfere with or otherwise enjoin consummation of the transactions contemplated in or by the Agreement or this Order.

12. The provisions of this Order authorizing the sale of the Acquired Assets free and clear of Liens, Claims, Encumbrances, and Interests (other than the Permitted Liens), shall be self-executing, and neither the Debtors nor the Purchasers shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order. However, the Debtors and the Purchasers, and each of their respective officers, employees, and agents are hereby authorized and empowered to take all actions and execute and deliver any and all documents and instruments that either the Debtors or the Purchasers deem necessary or appropriate to implement and effectuate the terms of the Agreement and this Order. Moreover, effective as of the Closing, the Purchasers, their successors and assigns, shall be designated and appointed the Debtors' true and lawful attorney and attorneys, with full power of substitution, in the Debtors' name and stead, on behalf of and for the benefit of the Purchasers, their successors and assigns, for any

purpose as provided in the Agreement, including for the following purposes: to demand and receive any and all of the Acquired Assets and to give receipts and releases for and in respect of the Acquired Assets, or any part thereof, and from time to time to institute and prosecute in the Debtors' name, for the benefit of the Purchasers, their successors and assigns, any and all proceedings at law, in equity or otherwise, which the Purchasers, their successors and assigns, may deem proper for the collection or reduction to possession of any of the Acquired Assets, and to do all acts and things with respect to the Acquired Assets which the Purchasers, their successors and assigns, shall deem desirable. The foregoing powers are coupled with an interest and are and shall be irrevocable by the Debtors.

13. On or before the Closing Date, the Debtors' creditors are authorized and directed to execute such documents and take all other actions as may be necessary to release any Liens, Claims, Encumbrances, and Interests (other than the Permitted Liens) of any kind against the Acquired Assets, as such Liens, Claims, Encumbrances, and Interests may have been recorded or may otherwise exist. Except as expressly provided in the Agreement, if any person or entity that has filed financing statements or other documents or agreements evidencing any Liens, Claims, Encumbrances, or Interests in or against the Acquired Assets (other than the Permitted Liens) shall not have delivered to the Debtors prior to the Closing after request therefor, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all such Liens, Claims, Encumbrances, or Interests that the person or entity has with respect to the Acquired Assets, the Debtors are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to such Acquired Assets prior to the Closing, and the Purchasers are authorized to file such documents after Closing.

14. To the greatest extent available under applicable law, the Purchasers shall be authorized, as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Debtors with respect to the Acquired Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, deemed to be transferred to the Purchasers as of the Closing Date.

15. All of the Debtors' interests in the Acquired Assets to be acquired by the Purchasers under the Agreement shall be, as of the Closing Date and upon the occurrence of the Closing, transferred to and vested in the Purchasers. Upon the occurrence of the Closing, this Order shall be considered and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Acquired Assets acquired by the Purchasers under the Agreement and/or a bill of sale or assignment transferring good and marketable, indefeasible title and interest in the Acquired Assets to the Purchasers.

16. Except as expressly provided in the Agreement, the Purchasers are not assuming nor shall they or any affiliate of the Purchasers be in any way liable or responsible, as a successor or otherwise, for any liabilities, debts, or obligations of the Debtors in any way whatsoever relating to or arising from the Debtors' ownership or use of the Acquired Assets prior to the consummation of the transactions contemplated by the Agreement, or any liabilities calculable by reference to the Debtors or their operations or the Acquired Assets, or relating to continuing or other conditions existing on or prior to consummation of the transactions contemplated by the Agreement, which liabilities, debts, and obligations are hereby extinguished insofar as they may give rise to liability, successor or otherwise, against the Purchasers or any affiliate of the Purchasers.

17. Except as otherwise expressly provided in the Agreement, on the Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release their respective Liens, Claims, Encumbrances, and Interests (other than the Permitted Liens) against the Acquired Assets, if any, as may have been recorded or may otherwise exist; provided that all reasonable costs incurred by BNP Paribas, as administrative agent to the lenders under the Debtors' prepetition senior credit facility (the "Prepetition Agent") in connection with paragraphs 13 and 17 of this Order shall be paid by the Purchasers.

18. Pursuant to the Agreement, the Purchasers shall pay and satisfy at Closing any and all pre-petition undisputed due and owing ad valorem tax obligations, whether real or personal property taxes, with respect to the Acquired Assets not to exceed \$2,500,000.00 in the aggregate. Purchasers acknowledge that any such 2009 ad valorem taxes are an Assumed Obligation by the Purchasers. For the avoidance of doubt, the 2007 ad valorem taxes of Jeff Davis County, Georgia and Hamilton County, Tennessee, including interest, statutory penalties and attorney fees, in the total amounts not to exceed \$655,630.34 (if paid on or before April 30, 2009) and \$104,219.90 (if paid on or before March 31, 2009, plus 1% monthly interest thereafter until paid), respectively, shall be paid by the Purchasers, in full, at Closing. The sale of the Acquired Assets shall be free and clear of the tax liens of Jeff Davis County, Georgia and Hamilton County, Tennessee for 2007 ad valorem taxes, but only to the extent those taxes, including interest, statutory penalties and attorney fees are paid, in full, at Closing, and not otherwise. The sale of the Acquired Assets shall be subject to, and not free and clear of, the 2009 ad valorem tax liens of Jeff Davis County, Georgia and Hamilton County, Tennessee.

19. Except as otherwise expressly provided in the Agreement, all persons or entities, presently or on or after the Closing Date, in possession of some or all of the Acquired Assets are directed to surrender possession of the Acquired Assets to the Purchasers on the Closing Date or at such time thereafter as the Purchasers may request.

20. Except for the Limited Executory Contract Objections, subject to the terms of the Agreement and the occurrence of the Closing Date, the assumption by the Debtors of the Assumed Contracts and the sale and assignment of such agreements to the Purchasers, as provided for or contemplated by the Agreement, be, and hereby is, authorized and approved pursuant to Bankruptcy Code § § 363 and 365.

21. Except for the Limited Executory Contract Objections, the Assumed Contracts shall be deemed valid and binding and in full force and effect and assumed by the Debtors and sold and assigned to the Purchasers at the Closing, pursuant to Bankruptcy Code § § 363 and 365, subject only to (a) the payment of the Cure Amounts (as defined below) and (b) the Purchasers' right to exclude certain Assumed Contracts from the definition of Assumed Contracts, in accordance with the terms of the Agreement.

22. Except for the Limited Executory Contract Objections, upon the Closing, in accordance with Bankruptcy Code § § 363 and 365, the Purchasers shall be fully and irrevocably vested in all right, title, and interest of each Assumed Contract. The Debtors shall cooperate with, and take all actions reasonably requested by, the Purchasers to effectuate the foregoing.

23. Pursuant to Bankruptcy Code § § 365(b)(1)(A) and (B), and except as otherwise provided in this Order, the Purchasers shall promptly pay at Closing or cause to be paid at Closing to the parties to any Assumed Contracts the requisite Cure Amounts, if any, set forth on Schedule 2.3(a)(i) of the Agreement and, correspondingly, to the extent equal to the Cure

Amounts set forth on Schedule 2.3(a)(i) of the Agreement, the cure amounts set forth in the Cure Amount Notice served by the Debtors on each of the parties to the Assumed Contracts on, except to the extent that a cure amount was amended on the record of the Sale Hearing (collectively, the “Cure Amounts”), following the assumption and assignment thereof (in which case such amended amount in excess of the Cure Amount set forth on Schedule 2.3(a)(i) of the Agreement shall be the sole obligation of the Debtors). The Cure Amounts are hereby fixed at the amounts set forth on Schedule 2.3(a)(i) of the Agreement, and, to the extent equal to the Cure Amounts set forth on Schedule 2.3(a)(i), the Cure Amounts set forth in the Cure Amount Notice served by the Debtors, or the amounts set forth on the record of the Sale Hearing, as the case may be, and the non-debtor parties to the Assumed Contracts are forever bound by such Cure Amounts. For avoidance of doubt, the Debtors shall have the sole responsibility for paying all cure obligations (i) in excess of the amounts set forth on Schedule 2.3(a)(i) of the Agreement or (ii) not set forth on Schedule 2.3(a)(i) of the Agreement.

24. Except for the Limited Executory Contract Objections, all defaults or other obligations under the Assumed Contracts arising prior to the Closing (without giving effect to any acceleration clauses, assignment fees, increases, advertising rates, or any other default provisions of the kind specified in Bankruptcy Code § 365(b)(2)) shall be deemed cured by payment of the Cure Amounts.

25. Any provision in any Assumed Contract that purports to declare a breach, default, or payment right as a result of an assignment or a change of control in respect of the Debtors is unenforceable, and all Assumed Contracts shall remain in full force and effect, subject only to payment of the appropriate Cure Amount, if any. No sections or provisions of any Assumed Contract that purports to provide for additional payments, penalties, charges, or other financial

accommodations in favor of the non-debtor third party to the Assumed Contracts shall have any force and effect with respect to the sale transaction and assignments authorized by this Order, and such provisions constitute unenforceable anti-assignment provisions under Bankruptcy Code § 365(f) and/or are otherwise unenforceable under Bankruptcy Code § 365(e) and no assignment of any Assumed Contract pursuant to the terms of the Agreement shall in any respect constitute a default under any Assumed Contract. The non-Debtor party to each Assumed Contract shall be deemed to have consented to such assignment under Bankruptcy Code § 365(c)(1)(B), and the Purchasers shall enjoy all of the Debtors' rights and benefits under each such Assumed Contract as of the applicable date of assumption without the necessity of obtaining such non-Debtor party's written consent to the assumption or assignment thereof.

26. Except for the Limited Executory Contract Objections, the Purchasers have satisfied all requirements under Bankruptcy Code § § 365(b)(1) and 365(f)(2) to provide adequate assurance of future performance under the Assumed Contracts.

27. The Debtors and their estates shall be relieved of any liability for any breach of any of the Assumed Contracts occurring from and after Closing, pursuant to and in accordance with Bankruptcy Code § 365(k).

28. Except for the Limited Executory Contract Objections, pursuant to Bankruptcy Code § § 105(a), 363, and 365, all parties to the Assumed Contracts are forever barred and enjoined from raising or asserting against the Purchasers any assignment fee, default, breach or claim or pecuniary loss, or condition to assignment, arising under or related to the Assumed Contracts existing as of the Closing or arising by reason of the Closing, except for any amounts that are Assumed Obligations being assumed by the Purchasers under the Agreement.

29. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement and this Order. This Order and the Agreement shall be binding upon and govern the acts of all such federal, state, and local governmental agencies and departments, including any filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title in or to the Acquired Assets.

30. To the extent permitted by Bankruptcy Code § 525, no governmental unit may revoke or suspend any permit or license relating to the operation of the Acquired Assets sold, transferred, or conveyed to the Purchasers on account of the filing or pendency of these chapter 11 cases or the consummation of the transaction contemplated by the Agreement.

31. The Purchasers have not assumed or are otherwise not obligated for any of the Debtors' liabilities other than the Assumed Obligations as set forth in the Agreement, and the Purchasers have not purchased any of the Debtors' assets expressly excluded from the Acquired Assets pursuant to the Agreement (the "Excluded Assets"). Consequently, all persons, Governmental Units (as defined in Bankruptcy Code § § 101(27) and 101(41)) and all holders of Liens, Claims, Encumbrances, and Interests (other than the Permitted Liens) based upon or arising out of liabilities retained by the Debtors are hereby enjoined from taking any action against the Purchasers or the Acquired Assets to recover any Liens, Claims, Encumbrances, and Interests or on account of any liabilities of the Debtors other than Assumed Obligations pursuant to the Agreement. All persons holding or asserting any Liens, Claims, Encumbrances, and

Interests in the Excluded Assets are hereby enjoined from asserting or prosecuting such Liens, Claims, Encumbrances, and Interests or cause of action against the Purchasers or the Acquired Assets for any liability associated with the Excluded Assets.

32. On the Closing Date, prior to payment or repayment of any other claims, interests, or obligations of the Debtors (other than the Carve Out Cash Amount), all outstanding Obligations (as defined in the DIP Facility) owed by the Debtors under the DIP Facility (including, without limitation, the fees and expenses of the professionals of the Prepetition Agent and the DIP Agent in accordance with the DIP Orders) will be paid in full and in cash from the proceeds of the sale of the Acquired Assets pursuant to the Agreement.

33. The Purchasers are not “successors” to the Debtors or their estates by reason of any theory of law or equity, and the Purchasers shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates including, but not limited to, any bulk sales law, successor liability, or similar liability except for the assumption of the Assumed Obligations as expressly provided in the Agreement. Except to the extent the Purchasers assume the Assumed Obligations pursuant to the Agreement, neither the purchase of the Acquired Assets by the Purchasers or their affiliates, nor the fact that the Purchasers or their affiliates are using any of the Acquired Assets previously operated by the Debtors, will cause the Purchasers or any of their affiliates to be deemed a successor in any respect to the Debtors’ businesses within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors’ liability under such law, rule or regulation or doctrine.

34. Further, except as provided in the Agreement, transfer of title and possession of the Acquired Assets shall be free and clear of any claims pursuant to any successor or successor-in-interest liability theory, including the following: (a) any employment or labor agreements, (b) all deeds of trust and security interests, (c) any pension or medical benefit plan of the Debtors, compensation or other employee benefit plan of the Debtors, welfare, agreements, practices and programs, (d) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (i) the Employee Retirement Income Security Act of 1974, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Worker Adjustment and Retraining Act of 1988, (vii) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act of 1990, (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985, (x) state discrimination laws, (xi) state unemployment compensation laws or any other similar state laws, or (xii) any other state or federal benefits or claims relating to any employment with the Debtors or any predecessors, (e) environmental or other claims or Liens arising from existing conditions on or prior to the Closing (including, without limitation, the presence of hazardous, toxic, polluting or contaminating substances or waste) that may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, et seq., or other state or federal statute, (f) any bulk sales or similar law, (g) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and (h) any and all theories of successor liability, including any theories on successor products liability grounds or otherwise.

35. Except to the extent expressly included in the Assumed Obligations, the Purchasers and its affiliates shall have no liability, obligation, or responsibility under the WARN Act (29 U.S.C. § § 210 et seq.) or the Comprehensive Environmental Response Compensation and Liability Act, or any foreign, federal, state or local labor, employment, or environmental law by virtue of the Purchasers' purchase of the Acquired Assets or assumption of the Assumed Obligations.

36. Except to the extent expressly included in the Assumed Obligations, pursuant to Bankruptcy Code § § 105 and 363, all persons and entities, including, but not limited to, the Debtors, the official committee of unsecured creditors, all debt security holders, equity security holders, the Debtors' employees or former employees, governmental, tax and regulatory authorities, lenders, parties to or beneficiaries under any benefit plan, trade and other creditors asserting or holding a Lien, Claim, Encumbrance, or Interest of any kind or nature whatsoever against, in, or with respect to any of the Debtors or the Acquired Assets (other than the Permitted Liens), arising under or out of, in connection with, or in any way relating to the Debtors, the Acquired Assets, the operation of the Debtors' businesses prior to the Closing Date, or the transfer of the Acquired Assets to the Purchasers, shall be forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Lien, Claim, Encumbrance, or Interest, including assertion of any right of setoff, subrogation, or recoupment, and enforcement, attachment, or collection of any judgment, award, degree, or order, against the Purchasers or any affiliate, successor or assign thereof and each of their respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, affiliates, financial advisors, and representatives (each of the foregoing in its individual capacity), or the Acquired Assets.

37. Without limiting the generality of the foregoing, except as otherwise specifically set forth in the Agreement, the Purchasers shall not assume or be obligated to pay, perform or otherwise discharge any workers' compensation debts, obligations, and liabilities of the Debtors arising pursuant to state law or otherwise. This Order is intended to be all inclusive and shall encompass, but not be limited to, workers' compensation claims or suits of any type, whether now known or unknown, whenever incurred or filed, which have occurred or which arise from work-related injuries, diseases, death, exposures, intentional torts, acts of discrimination, or other incidents, acts, or injuries prior to the relevant Closing Date, including, but not limited to, any and all workers' compensation claims filed or to be filed, or reopenings of those claims, by or on behalf of any of the Debtors' current or former employees, persons on laid-off, inactive or retired status, or their respective dependents, heirs or assigns, as well as any and all premiums, assessments, or other obligations of any nature whatsoever of the Debtors relating in any way to workers' compensation liability, except as otherwise specifically set forth in the Agreement.

38. Subject to the terms of the Agreement, the Agreement and any related agreements may be waived, modified, amended, or supplemented by agreement of the Debtors and the Purchasers, without further action or order of the Court; provided, however, that any such waiver, modification, amendment, or supplement is not material and substantially conforms to, and effectuates, the Agreement and any related agreements and this Order.

39. The failure specifically to include any particular provisions of the Agreement or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtors, and the Purchasers that the Agreement

and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order prior to Closing.

40. Nothing contained in this Order shall affect or impair the claims, rights, and powers of the United States of America; provided, however, that, except as otherwise provided in the Agreement, any such claims, rights or powers of the United States of America shall not be construed in any way as Assumed Obligations under this Order or the Agreement.

41. No bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the sale and the transactions contemplated by the Agreement.

42. Nothing in this Order shall alter or amend the Agreement and the obligations of the Debtors and the Purchasers thereunder. To the extent any provisions of this Order conflict with the terms and conditions of the Agreement, this Order shall govern and control.

43. This Order and the Agreement shall be binding upon and govern the acts of all Persons and entities, including without limitation, the Debtors and the Purchasers, their respective successors, and permitted assigns, including, without limitation, any Chapter 11 trustee hereinafter appointed for the Debtors' estates or any trustee appointed in a Chapter 7 case if this case is converted from Chapter 11, all creditors of any Debtor (whether known or unknown), filing agents, filing officers, title agents, recording agencies, secretaries of state, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title in or to the Acquired Assets.

44. Nothing in any order of this Court or contained in any plan of reorganization or liquidation confirmed in these chapter 11 Cases, or in any subsequent or converted cases of the

Debtors under chapter 7 or chapter 11 of the Bankruptcy Code, shall conflict with or derogate from the provisions of the Agreement or the terms of this Order.

45. Notwithstanding Bankruptcy Rules 6004, 6006, and 7062, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person or entity obtaining a stay pending appeal, the Debtors and the Purchasers are free to close under the Agreement at any time, subject to the terms of the Agreement. In the absence of any person or entity obtaining a stay pending appeal, if the Debtors and the Purchasers close under the Agreement, the Purchasers shall be deemed to be acting in “good faith” and shall be entitled to the protections of Bankruptcy Code § 363(m) as to all aspects of the transactions under and pursuant to the Agreement if this Order or any authorization contained herein is reversed or modified on appeal.

46. The automatic stay provisions of Bankruptcy Code § 362 are vacated and modified to the extent necessary to implement the terms and conditions of the Agreement and the provisions of this Order.

47. This Court shall retain exclusive jurisdiction to enforce the terms and provisions of this Order, the Bid Procedures Order, and the Agreement in all respects and to decide any disputes concerning this Order, the Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Agreement and this Order including, but not limited to, the interpretation of the terms, conditions and provisions hereof and thereof, the status, nature and extent of the Acquired Assets and any Assumed Contracts, and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Liens, Claims, Encumbrances, and Interests.

#

Prepared by:

By: _____
Henry J. Kaim
Texas Bar No. 11075400
HKaim@kslaw.com
Mark W. Wege
Texas Bar No. 21074225
MWege@kslaw.com
Edward L. Ripley
Texas Bar No. 16935950
ERipley@kslaw.com
King & Spalding, LLP
1100 Louisiana, Suite 4000
Houston, Texas 77002
Telephone: (713) 751-3200
Fax: (713) 751-3290

- and -

By: _____
Shelley D. Rucker
Tennessee Bar No. 010098
Email: SRucker@millermartin.com
Nicholas W. Whittenburg
Tennessee Bar No. 014524
Email: NWhittenburg@millermartin.com
Miller & Martin PLLC
832 Georgia Avenue, Suite 1000
Chattanooga, TN 37402-2289
Phone: (423) 756-6600
Fax: (423) 785-8480

**COUNSEL FOR
THE DEBTORS IN POSSESSION**

EXHIBIT E

FORM OF BILL OF SALE

BILL OF SALE

This Bill of Sale (the "Bill of Sale") is made as of _____, 2009, by Propex Holdings Inc., a Delaware corporation, Propex Inc., a Delaware corporation, Propex Concrete Systems Corporation, a Delaware corporation, Propex Fabrics International Holdings I Inc., a Delaware corporation, and Propex Fabrics International Holdings II Inc., a Delaware corporation (each of the aforementioned, collectively, "Seller"), for the benefit of [_____] ("U.S. Purchaser").

WHEREAS, the parties hereto entered into that certain Asset Purchase Agreement dated as of March 26, 2009 by and among Seller, U.S. Purchaser and the other parties signatory thereto (as amended and in effect from time to time, the "Asset Purchase Agreement"); and

WHEREAS, this Agreement is executed and delivered by Seller and U.S. Purchaser pursuant to the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and U.S. Purchaser agree as follows:

1. Transfer of Acquired Assets. Upon the terms and conditions of the Asset Purchase Agreement, Seller does hereby assign, transfer, convey, grant, sell, bargain, set over, alien, remise, release, deliver and confirm unto U.S. Purchaser, its successors and assigns forever, and U.S. Purchaser hereby accepts from Seller, all of the Seller's assets, properties, rights, titles and interests in and to the Acquired Assets (other than the equity securities of the Foreign Subsidiaries (which, for avoidance of doubt, were (or contemporaneously herewith are), in accordance with the terms of the Agreement, sold and transferred to the Foreign Purchaser)) in accordance with the terms of the Agreement.

2. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings for such terms that are set forth in the Asset Purchase Agreement.

3. Conflict with Asset Purchase Agreement. The Asset Purchase Agreement is incorporated herein by reference and shall continue in full force and effect as though set forth herein at length to the extent provided for in the Asset Purchase Agreement. To the extent any terms and provisions of this Bill of Sale are in any way inconsistent with or in conflict with any term, condition or provision of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and control.

4. Governing Law; Counterparts. This Bill of Sale and all documents, instruments and agreements executed and delivered pursuant to the terms and provisions hereof shall be governed by and construed in accordance with the Bankruptcy Code, and to the extent not inconsistent with the Bankruptcy Code, the laws of the State of Delaware without regard to

conflicts of laws principles that would require the application of any other law. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement.

5. Further Assurances. If at any time after the delivery of this instrument any further action is necessary to carry out the purposes of this Bill of Sale, Seller will take such further action (including the execution and delivery of such further instruments and documents) as U.S. Purchaser may request.

6. Successors and Assigns. This Bill of Sale shall be binding upon the Seller and its successors and assigns, effective immediately upon its delivery to US. Purchaser.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller and the U.S. Purchaser have caused this Bill of Sale to be executed as of the day and year first above written.

ASSIGNOR:

PROPEX HOLDINGS INC.

By: _____
Name: _____
Its: _____

PROPEX INC.

By: _____
Name: _____
Its: _____

PROPEX CONCRETE SYSTEMS
CORPORATION

By: _____
Name: _____
Its: _____

PROPEX FABRICS INTERNATIONAL
HOLDINGS I INC.

By: _____
Name: _____
Its: _____

PROPEX FABRICS INTERNATIONAL
HOLDINGS II INC.

By: _____
Name: _____
Its: _____

ASSIGNEE:

[_____]

EXHIBIT F

FORM OF ASSIGNMENT AND ASSUMPTION

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement"), dated as of _____, 2009, is entered into by and among Propex Holdings Inc., a Delaware corporation, Propex Inc., a Delaware corporation, Propex Concrete Systems Corporation, a Delaware corporation, Propex Fabrics International Holdings I Inc., a Delaware corporation, and Propex Fabrics International Holdings II Inc., a Delaware corporation (each of the aforementioned, collectively, "Assignor"), and [_____] ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of March 26, 2009 by and among Assignor, Assignee and the other parties signatory thereto (as amended and in effect from time to time, the "Asset Purchase Agreement"), Assignee has purchased substantially all of the assets of Assignor;

WHEREAS, pursuant to that certain Asset Purchase Agreement, Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of Assignor, as set forth herein, and this Agreement is contemplated by the Asset Purchase Agreement; and

WHEREAS, this Agreement is executed and delivered by Assignor and Assignee pursuant to the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Capitalized Terms. Capitalized terms used but not otherwise defined herein shall have the meanings for such terms that are set forth in the Asset Purchase Agreement.

2. Assignment and Assumption. As of the Closing, Assignee hereby assumes and agrees to pay, defend, discharge or otherwise perform the Assumed Obligations in accordance with the terms of the Asset Purchase Agreement. Assignor and Assignee hereby acknowledge and agree that Assignee assumes no other obligations or Liabilities, and the parties hereto acknowledge and agree that all such other obligations and Liabilities shall remain the sole responsibility of Assignor.

3. Further Assurances. If at any time after the delivery of this Agreement any further action is reasonably necessary to carry out the purposes of this Agreement, each of the parties hereto covenants and agrees to take such further action (including the execution and delivery of such further instruments and documents) as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

4. Successors and Assigns. The rights and obligations of Assignor and Assignee shall extend to, be binding upon and inure to the benefit of their respective successors and assigns.

5. Conflict with Asset Purchase Agreement. The Asset Purchase Agreement is incorporated herein by reference and shall continue in full force and effect as though set forth herein at length to the extent provided for in the Asset Purchase Agreement. To the extent any terms and provisions of this Agreement are in any way inconsistent with or in conflict with any term, condition or provision of the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and control.

6. Governing Law; Counterparts. This Agreement and all documents, instruments and agreements executed and delivered pursuant to the terms and provisions hereof shall be governed by and construed in accordance with the Bankruptcy Code, and to the extent not inconsistent with the Bankruptcy Code, the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of any other law. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same agreement.

[Signature page follows.]

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

ASSIGNOR:

PROPEX HOLDINGS INC.

By: _____
Name: _____
Its: _____

PROPEX INC.

By: _____
Name: _____
Its: _____

PROPEX CONCRETE SYSTEMS
CORPORATION

By: _____
Name: _____
Its: _____

PROPEX FABRICS INTERNATIONAL
HOLDINGS I INC.

By: _____
Name: _____
Its: _____

PROPEX FABRICS INTERNATIONAL
HOLDINGS II INC.

By: _____
Name: _____
Its: _____

ASSIGNEE:

[_____]

EXHIBIT G

FORM OF INTELLECTUAL PROPERTY ASSIGNMENTS

To be agreed upon by Sellers and Purchasers prior to the Closing.

EXHIBIT H

FORM OF GUARANTY

Attached hereto.

GUARANTY OF WAYZATA OPPORTUNITIES FUND II, L.P.

THIS GUARANTY, dated as of March 26, 2009 (this “**Guaranty**”) is executed and delivered by Wayzata Opportunities Fund II, L.P. (“**Guarantor**”), for the benefit of the Sellers, as that term is defined herein.

RECITALS

WHEREAS, reference is made to that certain Asset Purchase Agreement, dated as of March 26, 2009, by and between Xerxes Operating Company, LLC and Xerxes Foreign Holdings Corp., as Purchasers, and Propex Holdings Inc., Propex Inc. and other Sellers named therein (as amended from time to time by mutual written consent of the parties, the “**Purchase Agreement**”);

WHEREAS, this Guaranty is being executed and delivered to Sellers in order to induce Sellers to enter into the Purchase Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, Guarantor hereby agrees as follows:

Section 1. Guaranty.

1.1 Guarantor hereby unconditionally and irrevocably guarantees to the Sellers the payment of the Purchase Price in the event (a) the conditions set forth in Section 8.1 and Section 8.2 of the Purchase Agreement shall have been satisfied (or waived), or (b) one or more of such conditions shall not have been satisfied primarily because Purchasers shall have breached their obligations under the Purchase Agreement or otherwise failed to reasonably cooperate with Sellers in good faith in connection with satisfying such conditions (collectively, the “**Obligations**”). In the event of any nonpayment or nonperformance of the Obligations, Guarantor agrees to pay or perform the Obligations or cause such payment or performance to be made. In no event shall Guarantor’s liability pursuant to this Guaranty exceed an amount equal to the Purchase Price minus the Escrow Amount.

1.2 Guarantor hereby waives any requirement that Sellers shall have first commenced an action or obtained a judgment against either Purchaser or both Purchasers before taking any action with respect to this Guaranty. This Guaranty is a guarantee of payment and not of collection. This Guaranty shall not be impaired or affected by, nor shall Guarantor have any defense hereto, based upon the fact that the Purchase Agreement, or any agreements related thereto, or any of the Obligations thereunder, has been modified, supplemented or amended or any of the provisions thereof have been waived.

1.3 This Guaranty shall expire upon the earlier of (a) the Closing of the transactions contemplated by the Purchase Agreement, and (b) any termination of the Purchase Agreement other than a termination by Sellers pursuant to Section 9.1(c) or Section 9.1(j) of the Purchase Agreement.

Section 2. Miscellaneous.

2.1 Notices. All notices and documents to be delivered hereunder to Guarantor will be in writing, and will be forwarded by certified mail, return receipt requested, postage prepaid, or by overnight courier, or via electronic mail, and addressed as follows:

Wayzata Opportunities Fund II, L.P.
c/o Wayzata Investment Partners LLC
701 East Lake St., Suite 300
Wayzata, MN 55391
Attention: Ray Wallander and Dan Kubes
Telephone: (952) 345-0727
Fax: (952) 345-8901
Email: dkubes@wayzpartners.com
rwallander@wayzpartners.com

or at such other address or email address as Guarantor will designate in writing to the Sellers in accordance with the Purchase Agreement.

2.2 GOVERNING LAW. THIS GUARANTY HAS BEEN DELIVERED IN THE STATE OF DELAWARE AND SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES.

2.3 SUBMISSION TO JURISDICTION. GUARANTOR HEREBY AGREES THAT ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, AND PROCEEDINGS RELATING TO THIS GUARANTY SHALL BE FILED AND MAINTAINED ONLY IN THE BANKRUPTCY COURT, AND GUARANTOR HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURT.

2.4 Headings. The section headings contained herein are for convenience only and will not be construed as part of this Guaranty.

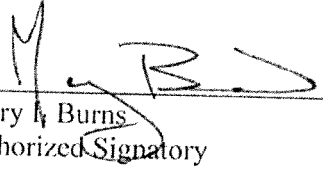
2.5 No Third-Party Beneficiaries. This Guaranty will be binding upon Guarantor and inure solely to the benefit of the Sellers and any trustee or estate representative appointed in the Chapter 11 Cases or any chapter 7 trustee, and nothing herein, express or implied, is intended to or will confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Guaranty.

IN WITNESS WHEREOF, this Guaranty has been duly executed and delivered by the
Guarantor as of the day and year first above written.

**WAYZATA OPPORTUNITIES FUND
II, L.P.**

By: WOF II GP, L.P., its General Partner

By: WOF II GP, LLC, its General Partner

By: 

Name: Mary L. Burns

Title: Authorized Signatory

Schedules

Delivered Pursuant to the Terms and Conditions of the Asset Purchase Agreement

March 26, 2009

These Schedules (the "Schedules") are being furnished in connection with the execution and delivery of that certain Asset Purchase Agreement (the "Agreement"), dated as of the date hereof, by and between Xerxes Operating Company, LLC, a Delaware limited liability company ("U.S. Purchaser"), Xerxes Foreign Holdings Corp., a Delaware corporation ("Foreign Purchaser," together with the U.S. Purchaser, the "Purchasers"), Propex Holdings Inc., a Delaware corporation ("ParentCo"), Propex Inc., a Delaware corporation (the "Company"), and the U.S. Operating Subsidiaries (as defined in the Agreement). ParentCo, the Company and the U.S. Operating Subsidiaries are collectively referred to herein as the "Sellers." Unless the context otherwise requires, all capitalized terms used in these Schedules shall have the respective meanings ascribed to them in the Agreement.

As set forth in Section 11.14 of the Agreement, the information disclosed in any numbered part in these Schedules shall be deemed to relate to and to qualify only the particular representation or warranty set forth in the corresponding numbered section in this Agreement unless such information is disclosed in such a way that its relevance to another particular representation in the Agreement is reasonably apparent on its face.

Matters reflected in these Schedules are not necessarily limited to matters required by the Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar nature. In no event shall the inclusion of any such matter in these Schedules be deemed or interpreted to broaden Sellers' representations, warranties, covenants or agreements contained in the Agreement. The mere inclusion of an item in these Schedules shall not be deemed an admission by Sellers that such item represents a material exception or fact, event, or circumstance or that such item is reasonably likely to result in a Material Adverse Effect.

The attachments to these Schedules form an integral part of these Schedules and are incorporated by reference for all purposes as if set forth fully herein. These Schedules supersede and replace any other disclosure schedules previously provided to Purchasers. These Schedules may be supplemented or amended by Sellers or Purchasers to the extent permitted by the Agreement.

Schedule 2.1(a)(v)
Owned Real Property

Facility Name	Address	City	State	ZIP	Status	Sq Ft.	Notes
Manufacturing Facilities:							
Chattanooga Facility	4019 Industry Dr	Chattanooga	TN	37416	Owned	126,432	Manufacturing, owned
Bainbridge Facility	1501 Colquitt Hwy	Bainbridge	GA	31717	Owned	775,881	
Hazlehurst Facility	95 E. Jefferson St.	Hazlehurst	GA	31539	Owned	941,918	
Nashville Facility	1 Nashville Mills Rd, Hwy 129 S.	Nashville	GA	31639	Owned	917,135	
Seneca Facility	3020 Shiloh Road	Seneca	SC	29678	Owned	425,324	Assets held for sale
Distribution Warehouses:							
Dalton DC	1409 Coronet Dr	Dalton	GA	30720	Owned	216,000	Distribution, owned
Shugart Rd DC	821, 835 and 847 Shugart Road	Dalton	GA	30720	Owned	79,594	Assets held for sale

Schedule 2.1(a)(vi)
Facility Leases

Facility Name	Address	City	State	ZIP	Expires	Mo. Cost	Sq Ft.	PO #	Landlord
Corporate Offices:									
Financial Services / Executive Suite	6025 Lee Hwy.	Chattanooga	TN	37421	3/31/2009	\$9,174.75	6,884	3000202	The Raines Group
Planning / Purchasing	Suite 301- 306	Chattanooga	TN	37421	3/31/2009	\$5,970.66	4,992	3000202	The Raines Group
Corporate HR	Suite 401- 402	Chattanooga	TN	37421	3/31/2009	\$3,273.06	2,736	3000202	The Raines Group
Corporate HR	Suite 413 (411 / 413)	Chattanooga	TN	37421	3/31/2009	\$4,200.51	3,512	3000202	The Raines Group
MIS	Suite 414 (415)	Chattanooga	TN	37421	3/31/2009	\$6,166.12	5,152	3000202	The Raines Group
MIS	Suite 415 / 425	Chattanooga	TN	37421	3/31/2009	\$1,367.29	1,140	3000202	The Raines Group
Customer Care / Product Mgt / Sales	Suite 431	Chattanooga	TN	37421	3/31/2009	\$6,105.36	5,142	3000202	The Raines Group
	Suite 435 (433 / 435)	Chattanooga	TN	37421					
Technical Office:									
Dalton Technical Center Offices	800 College Dr. (formally 500 Holiday Dr.)	Dalton	GA	30720	4/30/2009	\$5,966.28	4,965	3000216	George Haigler
Lease RR Track:									
Rail Car Lease Track	500 Wauhatchie Pike	Chattanooga	TN	37419	Open	\$14,300/yr.		402626	CSX Transportation, Inc.
CSX Land Lease	500 Wauhatchie Pike	Chattanooga	TN	37419	Open	\$1,200/yr	1400		CSX Transportation, Inc.
Railroad Right-of-Way Licenses:									
Overhead bridge right of way		Hazlehurst	GA		Open	\$100/yr.			Norfolk Southern Railway Company
Sewer pipeline right of way		Hazlehurst	GA		Open	\$150/yr.			Norfolk Southern Railway Company
Waterline right of way		Hazlehurst	GA		Open	\$150/yr.			Norfolk Southern Railway Company
Manufacturing Facility and Distribution Warehouse:									
Ringgold Facility	428 Rollins Industrial Blvd.	Ringgold	GA	30736	12/01/2013		799,500		Catoosa County Development Authority

Distribution Warehouses:									
E&T Converters Bldg. #2	3551 Corporate Dr.	Dalton	GA	30720	6/15/2011	\$ 18,644.00	113,000	3000408	Corporate Drive II, LLC
Truck Parking Lot Lease:									
Hazlehurst Truck Parking Lot	US Hwy 23 / Alma Hwy.	Hazlehurst	GA	31539	6/30/2012	\$2,500/yr	45,000		Rebel Drive Inn (James R. Johnson & Floyd E. Beecher)

Schedule 2.1(a)(viii)
Equipment Leases

<u>Vendor Name</u>	<u>Type</u>	<u>Scope of Contract</u>	<u>Start Date</u>	<u>End Date</u>	<u>Termination / Renewal Term</u>	<u>Dollar Amount</u>
Barloworld	Lease - Equipment	Leasing for Lift Trucks	4/1/2004	9/1/2009	90 day written notice	\$20,491.91/mo
Butler Capital (Nexiant)	Lease - Equipment	Rental/Lease of supplies vending Machines	3/1/2007	2/28/2010	90 day written notice	\$6,926.41/mo
CitiCapital Material Handling Finance	Lease - Equipment	Equipment Lease 30' Articulated Boom lease - Ringgold	7/20/2005	7/19/2011	Upon Notice & Payout	\$874.40/mo
Dell Financial Services	Lease - Equipment	Dell Master Equipment Lease Agreement	1/18/2001	Open	Upon Notice & Payout	\$16,307/mo
Docuteam	Lease - Equipment	Copier lease plus maintenance	9/1/2005	9/1/2010	Upon Notice & Payout	\$15,343.71/mo.
Interstate National Lease, Inc.	Lease - Equipment	Month-to-Month Rental of Three Yard Trucks	11/5/2004	Open	Upon Notice	
LeasePlan USA	Lease - Equipment	Master Lease Agreement	11/1/1994	Open	Negotiated Cancellation	
LeasePlan USA	Lease - Equipment	Equipment Sublease Agreement	10/3/2006	Open	Negotiated Cancellation	
LeasePlan USA	Lease - Equipment	Tractor Leases, 8 Units	5/10/2004	12/25/2009	Negotiated Cancellation	\$18,271.60/mo.
LeasePlan USA	Lease - Equipment	Trailer Leases, 50 Units	9/29/1999	9/29/2009	Negotiated Cancellation	\$13,858.50/mo.
LeasePlan USA	Lease - Equipment	Trailer Leases, 25 Units	4/25/2001	4/25/2011	Negotiated Cancellation	\$6,513.25/mo.
LeasePlan USA	Lease - Equipment	Trailer Leases, 18 Units	8/25/2003	8/25/2013	Negotiated Cancellation	\$4,678.38/mo.
Material Handling Inc.	Lease - Equipment	Lift Truck Rental	10/24/2005	10/23/2011	30 days written notice prior to agreement anniversary date	\$10,667/mo
Material Handling Inc.	Lease - Equipment	Lift Truck Rental	10/2/2007	4/1/2013	30 days written notice prior to agreement anniversary date	\$3,247/mo
Pitney Bowes	Lease - Equipment	Postage machine rental - Lee Hwy	9/18/2006	12/18/2011	Negotiated Cancellation	\$233.00/mo.
Pitney Bowes	Lease - Equipment	Postage Machine Lease - Hazlehurst	12/30/2005	6/30/2010	Negotiated Cancellation	\$210.00/mo.
Publicom	Lease - Equipment	Lease- Blunt Pressure System	11/1/2006	11/1/2009	60 day written notice prior to termination date	\$269/mo.
Purity Drinking Water	Lease - Equipment	Drinking Water Coolers - Lee Hwy & Industry Dr.	9/1/2008	8/31/2009	30-Day written notice	\$341.50/mo

<u>Vendor Name</u>	<u>Type</u>	<u>Scope of Contract</u>	<u>Start Date</u>	<u>End Date</u>	<u>Termination / Renewal Term</u>	<u>Dollar Amount</u>
Relational Funding	Lease - Equipment	Near Edge Printers lease - Chattanooga	7/7/2006	6/1/2009	Negotiated Cancellation	\$1,467/mo
Royal Office Equipment	Lease - Equipment	Copier lease - Chattanooga & Ringgold	2/24/2006	2/13/2010	Negotiated Cancellation	\$415.49/mo
Royal Office Equipment	Lease - Equipment	Copier lease - Lee Hwy	10/24/2005	10/23/2009	Negotiated Cancellation	\$259.46/mo
Salem Leasing Corporation	Lease - Equipment	Master Vehicle Lease & Service Agreement	3/2/1995	Open	Negotiated Cancellation	Per Fee Schedule
Salem Leasing Corporation	Lease - Equipment	Truck S/N K77995 Month-to-Month Rental	11/4/2002	Open	Negotiated Cancellation	\$1,842.92/mo.
Salem Leasing Corporation	Lease - Equipment	Truck S/N K77994 Month-to-Month Rental	11/4/2002	Open	Negotiated Cancellation	\$1,288.15/mo.
Salem Leasing Corporation	Lease - Equipment	Truck Lease S/N B35649	12/19/2003	12/19/2010	Negotiated Cancellation	\$817.06
Salem Leasing Corporation	Lease - Equipment	Truck Lease S/N 97LW94154, 07LW94155, 27LW94156	4/23/2007	4/23/2014	Negotiated Cancellation	\$6,341.40/mo.
Salem Leasing Corporation	Lease - Equipment	Truck Lease S/N 47LW94157	5/2/2007	5/2/2014	Negotiated Cancellation	\$1,873.8/mo.

Schedule 2.1(a)(x)
Assumed Contracts

<u>Pre-Petition Cure Amount</u>	<u>Vendor Name</u>	<u>Type</u>	<u>Scope of Contract</u>	<u>Start Date</u>	<u>End Date</u>	<u>\$</u>
(149.40)	Adams Data Management	Services Agreement	Offsite data and record storage	6/20/2005	2/28/2009	\$149,50/mo.
(196,685.90)	Adjoined Consulting LLC (CapGemini)	Services Agreement	SAP Hosting Services, Master Services Agreement	7/1/2005	7/15/2009	\$116,725/mo.
0.00	ADT Security	Services Agreement	Maintenance for card reader at Chatt	1/9/2006	12/31/2009	\$862.00/qrt
0.00	AFCO Premium Credit LLC	Financing Agreement	Insurance Premium Financing Agreement	12/1/2008	8/1/2009	\$635,976 down payment, 8 monthly installments of \$160,898 through 8/1/09
0.00	Alltel Communications Products Inc. (Windstream)	Services Agreement	Nashville Local PRI	3/30/2004	4/1/2009	\$1,140.00/mo
(1,592.25)	American Cutting Edge	Supply Agreement	Supply Agreement - Cutting Blades	5/30/2008	5/30/2009	Per consumption of product
0.00	American Fibers & Yarns	Other	Common Site Services Agreement	1/1/1999	Open	
0.00	American Fibers & Yarns	Lease - Owned Property	Bainbridge Site Lease Agreement	1/1/1999	04/21/2009 (See Schedule 5.6(a))	\$1.00/yr
0.00	Applied Industrial Technologies (AIT)	Supply Agreement	Consignment Agreement - Power Transmission companywide	1/1/2008	12/31/2010	Per consumption of product
(3,722.00)	Aramark	Services Agreement	Mats and Uniforms for Ringgold	2/19/2006	2/19/2010	Per Fee Schedule
(1,617.64)	Aramark	Services Agreement	Mats & Mops for NV, HH	9/23/2005	Open	Per Fee Schedule
(1,111.36)	Aramark	Services Agreement	Matts & Mops for BB	9/24/2005	Open	Per Fee Schedule
(408.75)	Arbon Equipment Corporation	Services Agreement	Planned Maint -Dock locks & Levelers	9/10/2008	9/10/2009	\$1,260.00
0.00	Arbon Equipment Corporation	Services Agreement	Planned Maint -Dock locks & Levelers	1/1/2009	12/31/2009	\$1,496.00
0.00	Archbold Employee Assistance Programs	Services Agreement	Employee Counseling Services	4/1/2006	Open	\$20,187/yr (or) Per Fee Sched
0.00	AT&T	Services Agreement	Hazlehurst & Nashville T-1 Lines	6/25/2007	6/25/2010	Per Fee Schedule

<u>Pre-Petition Cure Amount</u>	<u>Vendor Name</u>	<u>Type</u>	<u>Scope of Contract</u>	<u>Start Date</u>	<u>End Date</u>	<u>\$</u>
0.00	AT&T (BellSouth Long Distance, Inc.)	Services Agreement	Long Distance Service (Customized Pricing Agreement)	2/7/2007	2/7/2010	Per Fee Schedule
0.00	AT&T (BellSouth Telecommunications)	Services Agreement	Winning Rewards Term Agreement	12/3/2007	Open	Per Fee Schedule
(10,168.35)	AT&T Communications Systems	Services Agreement	Master Purchase / Services Agreement	12/26/2007	12/30/2009	~\$3,123.00/mo.
	AT&T Communications Systems	Services Agreement	Lightgate Service Agreement	11/8/2008	11/8/2011	\$1,200/mo
0.00	AT&T Communications Systems Southeast	Services Agreement	Cisco Equipment Lease and Maintenance Agreement	12/26/2007	12/31/2009	Per Fee Schedule
0.00	Atlantic Corporation	Supply Agreement	Supply Agreement - Film & Strapping	3/1/2007	3/1/2009	Per consumption of product
0.00	Barloworld	Services Agreement	Maintenance for Lift Trucks	4/1/2004	9/1/2009	Per Fee Schedule
0.00	Barloworld	Lease - Equipment	Master Leasing Agreement for Lift Trucks	4/1/2004	9/1/2009	\$20,491.91/mo
0.00	Butler Capital (Nexiant)	Lease - Equipment	Rental/Lease of supplies vending Machines	3/1/2007	2/28/2010	\$6,926.41/mo
0.00	C. H. Robinson, Inc.	Services Agreement	Logistics Management Services, including 3rd party warehouses	8/10/2001	Open	Per Rate & Consumption
0.00	Cass Information Systems	License Agreement	Freight Pay Software License & Maintenance Agreement	1/17/2008	Open	Per Fee Schedule
						No lease payments required
0.00	Catoosa County Development Authority	Lease - Property	Ringgold Facility Lease	12/01/1998	12/01/2013	
0.00	Certified Laboratories	Services Agreement	Parts Washers service	1/1/2009	12/31/2011	\$565.99/mo
(1,615.07)	Chattanooga Coca Cola Bottling Co.	Rental Agreement	Vending Machine Rental	6/1/2007	Open	No charge for machine.
0.00	Chattanooga Gas Company	Services Agreement	Natural Gas Service for Chattanooga Facility	10/25/2004	Open	Per Rate & Consumption
(209.75)	Cintas Document Management	Services Agreement	Shredding Service Agmt - Ringgold	1/1/2008	Open	\$57.95/everly 2 mo
(1,187.19)	CitiCapital Material Handling Finance	Lease - Equipment	Equipment Lease 30' Articulated Boom lease - Ringgold	7/20/2005	7/19/2011	\$874.40/mo
0.00	Clariant Corporation	Supply Agreement	Supply Agreement - Project Mongoose	1/1/2008	12/31/2017	Per consumption of product
0.00	Colloid Environmental	Agreement		8/25/2008	12/31/2008	

<u>Pre-Petition Cure Amount</u>	<u>Vendor Name</u>	<u>Type</u>	<u>Scope of Contract</u>	<u>Start Date</u>	<u>End Date</u>	<u>\$</u>
0.00	Cowart Pest Services	Services Agreement	Pest Control for Nashville	10/1/2008	9/30/2009	\$290/mo
0.00	Crown Resources	Agreement		21-Nov-08	Open	
(2,120.00)	CSX Transportation, Inc.	Lease - Property	Wauhatchie Pike Rail Yard Property Lease	10/30/2006	Open	\$14,300/yr
0.00	CSX Transportation, Inc.	Services Agreement	Railroad Refund Contract	7/5/2007	6/30/2010	
0.00	CSX Transportation, Inc.	Lease - Property	Land Lease Agreement	3/25/2008	Open	\$1,200/yr.
0.00	Current Hydraulics, LLC (Chris Thorton)	Consulting Agreement	Erosion Control Consultant Services	12/1/2008	12/1/2009	\$3,600/mo.
(457.50)	Data Storage Centers	Services Agreement	Document Storage Agreement	4/24/2007	Open	Per Fee Schedule
(3,542.52)	Dell Financial Services	Lease - Equipment	Dell Master Equipment Lease Agreement	1/18/2001	Open	\$16,307/mo
	Dillon Supply	Supply Agreement	Acrylic Tape for Hazlehurst (47340)	6/3/2008	6/3/2009	Per consumption of product
0.00	Dillon Supply	Supply Agreement	Janitorial Dispenser Agreement	7/23/2007	7/23/2010	No Charge for Dispensers
0.00	Dillon Supply	Supply Agreement	Stocking Agreement for MRO Supplies at Ringgold	2/20/2007	Open	Per Rate & Consumption
0.00	Diversified Land Services	Services Agreement	Lawn Care for Hazlehurst	5/1/2008	5/31/2009	4418.83
(35,482.21)	Docuteam	Lease - Equipment	Copier Lease Partnership Program Agreement, lease plus maintenance	9/1/2005	9/1/2010	\$15,343.71/mo.
0.00	Dr. Lloyd J. Rimer, M.D.	Consulting Agreement	Professional Services Agreement for Medical Oversight.	3/5/2008	Open	\$1,000/mo
0.00	DSI Security	Services Agreement	Security Monitoring for Ringgold	1/10/2009	1/9/2010	\$452.20/mo.
0.00	DSI Security	Services Agreement	Security Monitoring for Chattanooga	1/10/2009	1/9/2010	\$289.00/mo.
0.00	DSI Security	Services Agreement	Security Monitoring for Lee Hwy.	1/10/2009	1/9/2010	\$80/mo.
0.00	DSI Security	Services Agreement	Security Monitoring for Dalton DC	1/10/2009	1/9/2010	\$238.00/mo.
0.00	Dunn & Bradstreet	Services Agreement	Master Services Agreement	1/26/1996	Open	N/A

<u>Pre-Petition Cure Amount</u>	<u>Vendor Name</u>	<u>Type</u>	<u>Scope of Contract</u>	<u>Start Date</u>	<u>End Date</u>	<u>\$</u>
0.00	Dunn & Bradstreet	Services Agreement	Preferred Pricing Plan	1/1/2009	12/31/2009	\$26,450/yr.
0.00	E & T Converting (Corporate Drive II, L.L.C.	Lease - Property	Property Lease, 3551 Corporate Drive, Dalton, GA	6/16/2008	6/15/2011	\$18,644.00/mo.
(58,870.57)	Electric Power Board	Utility Agreement	Contract for Electric Service & General Power Rate Schedule for Lee Hwy.	12/18/2006	Open	Per Rate & Consumption
0.00	Electric Power Board	Utility Agreement	Contract for Electric Service & General Power Rate Schedule for Chattanooga Facility	12/18/2006	Open	Per Rate & Consumption
0.00	Electrolab Training Systems	Consulting Agreement	SafeStart / SafeTrack Training	12/4/2007	Open	Per Fee Schedule
0.00	Embarq (United Telephone Southeast LLC	Services Agreement	Master PBX Services Agreement	9/20/2008	9/19/2010	\$4,720.00/mo
0.00	Enterprise Rent-A-Car	Services Agreement	Preferred Rental Car Rate Agreement	5/1/2008	Open	Per rate schedule
0.00	Enunciate Conferencing	Services Agreement	Conference Call Hosting Services Agreement	9/27/2006	Open	~\$1,500.00/mo.
0.00	Fairfield Inn by Marriott	Rate Agreement	Hotel Rate Agreement	12/2/2008	Open	\$69 per night
0.00	Foresight Products LLC	Supply Agreement	Earth Anchor Supply Agreement	1/1/2008	12/31/2009	Per consumption of product
0.00	GA Dept. of Natural Resources	Services Agreement	Drinking Water Lab Services Agreement	9/1/2008	9/1/2011	\$1,250/yr
0.00	George Haigler	Lease - Property	Property Lease - Dalton Technical	2/1/2004	4/30/2009	\$5,966.28/mo
(108,244.40)	Global Employment Solutions (TPS Staffing)	Services Agreement	Temp Staffing Agreement	1/31/2002	Open	Per Fee Schedule
0.00	Hart Corporation	Brokerage Agreement	Seneca Property Real Estate Listing Agreement	12/12/2007	Open	6% of Seneca Sale/Lease Price
(13,182.58)	Interstate National Lease, Inc.	Lease - Equipment	Month-to-Month Rental of Three Yard Trucks	11/5/2004	Open	
0.00	Interstate National Lease, Inc.	Services Agreement	Fleet Maintenance Agreement	5/23/2007	12/31/2009	\$12,500/mo
0.00	J & J Industries	Agreement		15-Feb-07	One Year from current date	
0.00	Jacques Lambert	Consulting Agreement	Consulting Services - Territory Mgr. Eastern Canada FRC products	9/17/2007	9/17/2008	C\$11,00.00/mo + bonus per schedule
0.00	Jeremy Pritchett	Consulting Agreement	Employment Retention Agmt	10/19/2007	10/1/2009	Per Fee Schedule

<u>Pre-Petition Cure Amount</u>	<u>Vendor Name</u>	<u>Type</u>	<u>Scope of Contract</u>	<u>Start Date</u>	<u>End Date</u>	<u>\$</u>
0.00	LeasePlan USA	Lease - Equipment	Master Lease Agreement	11/1/1994	Open	
0.00	LeasePlan USA	Lease - Equipment	Equipment Sublease Agreement	10/3/2006	Open	
0.00	LeasePlan USA	Lease - Equipment	Tractor Leases, 8 Units	5/10/2004	12/25/2009	\$18,271.60/mo.
0.00	LeasePlan USA	Lease - Equipment	Trailer Leases, 50 Units	9/29/1999	9/29/2009	\$13,858.50/mo.
0.00	LeasePlan USA	Lease - Equipment	Trailer Leases, 25 Units	4/25/2001	4/25/2011	\$6,513.25/mo.
0.00	LeasePlan USA	Lease - Equipment	Trailer Leases, 18 Units	8/25/2003	8/25/2013	\$4,678.38/mo.
0.00	Lenox River Farms	Lease - Property	Hazlehurst Warehouse Rental, Month-to-Month		2/28/2009	\$9,000/mo.
0.00	Lexicon Relocation, L.L.C.	Services Agreement	Relocation Services Agreement	8/28/2007	Open	Per Fee Schedule
(187.73)	Local Insight Yellow Pages (Windstream Yellow Pages)	Services Agreement	Marketing Yellow Pages Listing Agreement	6/6/2007	6/6/2009	\$99.82/mo.
0.00	Malcolm C. MacDougall	Consulting Agreement	Territory Sales FRC - Canada	5/20/2002	Open	C\$9,000/mo as of 5/20/02
0.00	Marsh USA Inc.	Brokerage Agreement	Insurance Client Services Agreement for Propex Inc.	12/1/2008	12/1/2009	\$50,000 down, \$14,750/mo for 8 months
0.00	Marsh USA Inc.	Brokerage Agreement	Insurance Client Services Agreement for Propex Concrete Systems	12/1/2008	12/1/2009	
0.00	Material Handling Inc.	Lease - Equipment	Lift Truck Rental	10/24/2005	10/23/2011	\$10,667/mo
0.00	Material Handling Inc.	Lease - Equipment	Lift Truck Rental	10/2/2007	4/1/2013	\$3,247/mo
0.00	MCC Georgia LLC	License Agreement	Radio Tower Single Site License Agreement	9/26/2006	9/26/2011	\$4,200/yr
0.00	MedTox	Price Agreement	Drugs-of-Abuse Screening Services	3/7/2008	Open	Per Fee Schedule
0.00	MedTox	Price Agreement	Profile III Test System	3/7/2008	Open	Per Fee Schedule
0.00	Microsoft Licensing, GP	License Agreement	Software License Agreement	6/18/2007	6/18/2009	Per Licensing Schedule
(35,573.05)	Murray Guard, Inc.	Services Agreement	Security guard Serv, Ringgold	10/15/2005	Open	Per Fee Schedule

<u>Pre-Petition Cure Amount</u>	<u>Vendor Name</u>	<u>Type</u>	<u>Scope of Contract</u>	<u>Start Date</u>	<u>End Date</u>	<u>\$</u>
(167.52)	Muzak LLC	Services Agreement	Music on Hold Services Agreement	12/15/2007	12/31/2009	\$107.00/mo.
0.00	Nationwide Power Solutions	Services Agreement	Back-up Battery Maintenance Agreement	10/4/2008	10/4/2009	\$250.00/mo.
(5,685.55)	Newark Paperboard Products	Supply Agreement	Cores - all locations	1/1/2007	12/31/2009	Per consumption of product
0.00	Nexiant (Butler Capital)	Services Agreement	Master Product Enterprise Agreement for Lease of Supplies Vending Machines from Butler Capital	12/27/2006	12/27/2009	N/A
0.00	Nexiant (Butler Capital)	Services Agreement	Professional Services Enterprise Agreement for Lease of Supplies Vending Machines from Butler Capital	12/27/2006	12/27/2009	N/A
0.00	Nexiant (Butler Capital)	Services Agreement	Corporate Resolution to Obligate - Lease of Supplies Vending Machines from Butler Capital	12/27/2006	12/27/2009	N/A
0.00	Norfolk Southern Railway Company	Services Agreement	Overhead Bridge Right of Way Agreement	8/22/1994	Open	\$100/yr.
0.00	Norfolk Southern Railway Company	Services Agreement	Sewer Pipeline Right of Way Agreement	2/6/1992	Open	\$150/yr.
0.00	Norfolk Southern Railway Company	Services Agreement	Waterline Right of Way Agreement	12/12/1983	Open	\$150/yr.
0.00	Owens Corning	Agreement		11/28/2007	5/1/2009	
0.00	Pactiv Corporation	Agreement		17-Jun-07	31-Dec-09	
0.00	Performance Concrete	Agreement		4/1/2008	12/1/2008	\$150/hour
0.00	Piers Global Intelligence Solutions	Consulting Agreement	Marketing Intelligence Agreement	8/1/2007	8/31/2009	\$784.00/mo
(1,030.99)	Pitney Bowes	Lease - Equipment	Postage machine rental - Lee Hwy	9/18/2006	12/18/2011	\$233.00/mo.
0.00	Pitney Bowes	Lease - Equipment	Postage Machine Lease - Hazlehurst	12/30/2005	6/30/2010	\$210.00/mo.
0.00	Preston King	Consulting Agreement	Consulting Agreement	11/12/2006	Open	\$12,500/mo
(29,098.42)	Professional Facilities Management Inc. (PFMI)	Services Agreement	Scrubber Contract for Hazlehurst	9/1/2007	8/31/2010	Per Fee Schedule
(269.00)	Publicom	Lease - Equipment	Lease- Blood Pressure System	11/1/2006	11/1/2009	\$269/mo.

<u>Pre-Petition Cure Amount</u>	<u>Vendor Name</u>	<u>Type</u>	<u>Scope of Contract</u>	<u>Start Date</u>	<u>End Date</u>	<u>\$</u>
0.00	Purity Drinking Water	Lease - Equipment	Drinking Water Coolers - Lee Hwy & Industry Dr.	9/1/2008	8/31/2009	\$341.50/mo
0.00	Rebel Drive Inn (James R. Johnson & Floyd E. Beecher)	Lease - Property	Ground Lease Agreement - Truck Parking	3/23/2002	6/30/2012	\$2,500/yr
0.00	Relational Funding	Lease - Equipment	Near Edge Printers lease - Chattanooga	7/7/2006	6/1/2009	\$1,467/mo
(3.60)	Royal Office Equipment	Lease - Equipment	Copier lease - Chattanooga & Ringgold	2/24/2006	2/13/2010	\$415.49/mo
0.00	Royal Office Equipment	Lease - Equipment	Copier lease - Lee Hwy	10/24/2005	10/23/2009	\$259.46/mo
(1,197.49)	Salem Leasing Corporation	Lease - Equipment	Master Vehicle Lease & Service Agreement	3/2/1995	Open	Per Fee Schedule
0.00	Salem Leasing Corporation	Lease - Equipment	Truck S/N K77995 Month-to-Month Rental	11/4/2002	Open	\$1,842.92/mo.
0.00	Salem Leasing Corporation	Lease - Equipment	Truck S/N K77994 Month-to-Month Rental	11/4/2002	Open	\$1,288.15/mo.
0.00	Salem Leasing Corporation	Lease - Equipment	Truck Lease S/N B35649	12/19/2003	12/19/2010	\$817.06
0.00	Salem Leasing Corporation	Lease - Equipment	Truck Lease S/N 97LW94154, 07LW94155, 27LW94156	4/23/2007	4/23/2014	\$6,341.40/mo.
0.00	Salem Leasing Corporation	Lease - Equipment	Truck Lease S/N 47LW94157	5/2/2007	5/2/2014	\$1,873.8/mo.
(13,841.76)	SAP America	License Agreement	Software License Agreement	11/24/1998	Open	\$44,285/mo.
0.00	Scana Energy	Utility Agreement	Natural Gas Supply Agreement for Hazlehurst	4/1/2008	3/31/2009	Per Rate & Consumption
0.00	Simplex Grinnell	Services Agreement	Fire System Inspections	9/1/2007	8/31/2010	Per Fee Schedule
0.00	SINTEF	Services Agreement	3rd Party Audit & Product Testing Contract	2/9/2009	Open	Per Fee Schedule
0.00	Southstar Energy Services, LLC	Utility Agreement	Interruptible Natural gas	9/1/2008	8/31/2009	Per Rate & Consumption
(10,038.59)	Sullivan Environmental Services	Services Agreement	Non Hazardous waste pickup-HH	1/18/2008	1/18/2011	Per Fee Schedule
0.00	Symyx Software Inc. (MDL Information Systems)	Services Agreement	MSDS Authoring Services	12/9/2004	Open	Per Fee Schedule
(67,885.48)	The Pollard Agency	Services Agreement	Security, Hazlehurst, Nashville, Bainbridge	5/5/2004	Open	14 Days
0.00	The Pollard Agency	Services Agreement	Security - Seneca	2/15/2007	Open	\$50/visit

<u>Pre-Petition Cure Amount</u>	<u>Vendor Name</u>	<u>Type</u>	<u>Scope of Contract</u>	<u>Start Date</u>	<u>End Date</u>	<u>\$</u>
0.00	The Raines Group	Lease - Property	Lee Hwy Suite 301 - 306	10/1/2001	3/31/2009	\$9,174.75/mo.
0.00	The Raines Group	Lease - Property	Lee Hwy Suite 415 / 425	3/25/1998	3/31/2009	\$6,166.12/mo.
0.00	The Raines Group	Lease - Property	Lee Hwy Suite 433 - 435	12/20/1995	3/31/2009	\$6,105.36/mo.
0.00	The Raines Group	Lease - Property	Lee Hwy Suite 401- 402	7/28/1998	3/31/2009	\$5,970.66/mo.
0.00	The Raines Group	Lease - Property	Lee Hwy Suite 414	6/23/1999	3/31/2009	\$4,200.51/mo.
0.00	The Raines Group	Lease - Property	Lee Hwy Suite 411 - 413	6/30/1997	3/31/2009	\$3,273.06/mo.
0.00	The Raines Group	Lease - Property	Lee Hwy Suite 431	11/26/2001	3/31/2009	\$1,367.29/mo.
(6,406.34)	Trane Company	Services Agreement	PM Service on Chillers at Ringgold	3/22/2007	3/31/2010	\$1,222.00/Month
0.00	Trane Company	Services Agreement	Service Agreement - Chattanooga	6/1/2006	5/31/2009	\$917/mo
0.00	Trane Company	Services Agreement	PM Service on 3rd Chiller at Ringgold	9/1/2008	8/31/2011	\$238.00/Month
(294.48)	Unifirst Corporation	Services Agreement	FRC Uniforms	1/1/2009	12/31/2013	Per Fee Schedule
0.00	United Van Lines, LLC	Services Agreement	Transportation Services Agreement	7/9/2007	7/9/2009	Per Fee Schedule
0.00	Veolia Environmental Services	Services Agreement	Landfill Disposal Service Agreement	8/7/2008	8/7/2010	Per Fee Schedule
(4,285.19)	Waste Disposal Services of Georgia LLC	Services Agreement	Waste Disposal Agreement for Ringgold	7/25/2008	7/24/2009	Per Fee Schedule
0.00	Waste Disposal Services of Georgia LLC	Services Agreement	Waste Disposal Agreement for Ringgold DC	7/25/2008	7/24/2009	Per Fee Schedule
0.00	Waste Disposal Services of Georgia LLC	Services Agreement	Waste Disposal Agreement for Dalton DC	7/25/2008	7/24/2009	Per Fee Schedule
0.00	Waste Disposal Services of Georgia LLC	Services Agreement	Waste Disposal Agreement for Dalton (E&T Warehouse)	7/25/2008	7/24/2009	Per Fee Schedule
(487.23)	Waste Disposal Services of Tennessee LLC	Services Agreement	Waste Disposal Agreement for Chattanooga	7/25/2008	7/24/2009	Per Fee Schedule
0.00	Waste Disposal Services of Tennessee LLC	Services Agreement	Waste Disposal Agreement for Watahchee Pike Rail Siding	7/25/2008	7/24/2009	Per Fee Schedule
(27,088.53)	Wilstaff Worldwide (APS Staffing Services)	Services Agreement	Temp Staffing Agreement	6/1/1999	Open	Per Fee Schedule

<u>Pre-Petition Cure Amount</u>	<u>Vendor Name</u>	<u>Type</u>	<u>Scope of Contract</u>	<u>Start Date</u>	<u>End Date</u>	<u>\$</u> Per consumption of product
0.00	Xpedx	Supply Agreement	Supply Agmt - Stretch film/end disc	3/1/2007	3/1/2009	
0.00	Stan Brant	Employment Contract	Employment Contract with Propex Inc.	5/6/2008		
0.00	Hugh McClain	Employment Contract	Employment Contract with Propex Inc.	5/6/2008		
0.00	Martin T. de Vries	Employment Contract	Employment Contract with Propex Inc.	12/19/2008		
0.00	Richard Franks	Employment Contract	Employment Contract with Propex Inc.	7/1/2008		
0.00	Randy Powell	Employment Contract	Employment Contract with Propex Inc.	12/19/2008		
0.00	Lankhorst Indutech BV	License Agreement	Patent License	10/1/1988		
0.00	NV Bekaert SA	License Agreement	Patent License	4/30/2007		
(22,919.35)	Minnesota Mining and Manufacturing Company and 3M Innovative Properties Company	License Agreement	Patent License	9/1/2001		
0.00	Jefferson Wells	Services Agreement	Section 263A Services	19-Jan-09		
0.00	Jefferson Wells	Services Agreement	SFAS 144 Services	19-Jan-09		
0.00	Jefferson Wells	Services Agreement	SFAS 158 Disclosure Services	8-Dec-08		
0.00	PricewaterhouseCoopers LLP	Services Agreement	Annual Audit	17-Jan-09		
0.00	PricewaterhouseCoopers LLP	Services Agreement	Tax Services	17-Oct-08		
0.00	PricewaterhouseCoopers LLP	Services Agreement	Earnings & Profits Study	17-Oct-08		
0.00	American Appraisal	Services Agreement	Valuation Study	19-Dec-08		
0.00	Barrier-Bac, Inc.	License Agreement		11/20/2003		
0.00	JRM Engineering Services, LLC	License Agreement	Trademark License	6/1/2007		
0.00	MFIM Building Products Corporation	License Agreement	Trademark License	6/1/2007		
0.00	Pactiv Corporation	License Agreement	Patent License Agreement	02/2006		

<u>Pre-Petition Cure Amount</u>	<u>Vendor Name</u>	<u>Type</u>	<u>Scope of Contract</u>	<u>Start Date</u>	<u>End Date</u>	<u>\$</u>
0.00	Piers Global Intelligence Solutions	Subscription Agreement and PIER User Agreement	License	8/7/2008		
0.00	W. Wayne Freed	License Agreement	Patent License Agreement	11/3/1989		

Insurance Policies

All insurance policies and related agreements set forth in the following tables:

PROPEX, INC. INSURANCE POLICIES

Cure Amount	Lines of Coverage	Carrier	Policy Number	Policy Period	Limit / Layer	Claims Basis
	CASUALTY PROGRAM (Domestic)					
0.00	General Liability / Pollution Legal Liability / Product Liability	American International Specialty Lines Ins. Co. (AIG)	EG5844290	12/1/08 - 12/1/09	\$1M / \$2M (GI/PL), \$10M / \$10M (PLL)	Occurrence based except PLL which is Claims Made
0.00	Automobile Liability	National Union Fire Insurance Co. (AIG)	CA 1469915	12/1/08 -	\$ 1,000,000	Occurrence
0.00	Workers Compensation / Employers Liability	New Hampshire Insurance Co. (AIG)	WC 4884154 (AOS)	12/1/08 -	Statutory & \$1M / \$1M / \$1M	Occurrence
0.00	Workers Compensation / Employers Liability	New Hampshire Insurance Co. (AIG)	WC 4884155 (CA)	12/1/08 -	Statutory & \$1M / \$1M / \$1M	Occurrence
0.00	Workers Compensation / Employers Liability	New Hampshire Insurance Co. (AIG)	WC 4884156 (FL)	12/1/08 -	Statutory & \$1M / \$1M / \$1M	Occurrence
0.00	Workers Compensation / Employers Liability	New Hampshire Insurance Co. (AIG)	WC 4884157 (TX)	12/1/08 -	Statutory & \$1M / \$1M / \$1M	Occurrence
0.00	Workers Compensation / Employers Liability	American International South	WC 5736032 (GA, TN)	12/1/08 -	Statutory & \$1M / \$1M / \$1M	Occurrence

Cure Amount	Lines of Coverage	Carrier	Policy Number	Policy Period	Limit / Layer	Claims Basis
		Insurance Co. (AIG)		12/1/09	\$1M	
0.00	Lead Umbrella Excess Liability \$10MM	American International Specialty Lines Ins. Co. (AIG)	EGU5844291	12/1/08 - 12/1/09	\$10,000,000	Occurrence
0.00	Excess Umbrella 2nd Layer \$25MM X \$10MM	National Union Fire Insurance Co. (AIG)	BE2227061	12/1/08 - 12/1/09	\$25M X Primary	Occurrence
0.00	Excess Umbrella 3rd Layer \$15MM X 35MM	ACE American Insurance Co. (ACE Group)	W00530098	12/1/08 - 12/1/09	\$15M X \$35M X Primary	Occurrence
	CASUALTY PROGRAM (International)					
0.00	International Liability (GL / AL)	Insurance Co. of the State of PA (AIG World Source)	80-0268800	12/1/08 - 12/1/09	Master Agg. \$4M; General Agg. \$2M; AL \$2M; Employee Benefit Liab. \$1M/\$1,000 Deductible	Occurrence
0.00	International Liability (WC / EL)	Insurance Co. of the State of PA (AIG World Source)	83-52500	12/1/08 - 12/1/09	EL \$1M; Excess Repat \$100,000	Occurrence
	FINANCIAL PROGRAM					
0.00	Directors & Officers Liability - Primary	Federal Insurance Co. (Chubb)	6801-8214	12/1/08 - 6/1/09	\$10,000,000	Claims Made
0.00	Excess Directors & Officers Liability	National Union Fire Insurance Co. (AIG)	009656629	12/1/08 - 6/1/09	\$10M X \$10M	Claims Made
0.00	Employment Practices Liability	National Union Fire Insurance Co. (AIG)	41881093	12/1/08 - 12/1/09	\$10,000,000	Claims Made

Cure Amount	Lines of Coverage	Carrier	Policy Number	Policy Period	Limit / Layer	Claims Basis
0.00	Fiduciary Liability	Federal Insurance Co. (Chubb)	6801-8214	12/1/08 - 6/1/09	\$10,000,000	Claims Made
0.00	Commercial Crime	National Union Fire Insurance Co. (AIG)	94-555-82-17	12/1/08 - 12/1/09	\$ 5,000,000	Occurrence
0.00	Special Crime / Kidnap & Ransom	Liberty Insurance Underwriters Inc. (Liberty Mutual)	201485-014	12/1/07 - 12/1/10	\$ 5,000,000	Occurrence
	D&O / FIDUCIARY RUN-OFF PROGRAM:					
0.00	Directors & Officers Liability, 6 Year Run-off Policy	Chubb Specialty Insurance (Chubb)	Hold on binding coverage until emergence		\$10M X \$10M	
0.00	Fiduciary Liability, 6 Year Run-off Policy	Chubb Specialty Insurance (Chubb)	Hold on binding coverage until emergence		\$10M X \$10M	
0.00	Directors & Officers Excess, 6 Year Run-off Policy	National Union Fire Insurance Co. (AIG)	Hold on binding coverage until emergence		\$10M X \$10M	
	PROPERTY PROGRAM					
0.00	Commercial Property incl. Boiler & Machinery (US)	Factory Mutual Insurance Co.	JC903	6/1/08 - 6/1/09	\$1,000,000,000	Occurrence
0.00	Commercial Property incl. Boiler & Machinery (Europe)	Factory Mutual Insurance Co.	UK170315	6/1/08 - 6/1/09	\$1,000,000,000	Occurrence
	CARGO PROGRAM					
0.00	Marine Cargo	Indemnity Insurance Co. of North America (ACE)	NO2195914	12/1/08 - 12/1/09	\$ 2,500,000	Occurrence
0.00	Commercial Cargo	Indemnity Insurance Co. of North America (ACE)	NO2195915	12/1/08 - 6/1/09	\$ 100,000	Occurrence

Cure Amount	Lines of Coverage	Carrier	Policy Number	Policy Period	Limit / Layer	Claims Basis
	BENEFITS PROGRAM					
0.00	Medical Stop-Loss	Symetra Life	16-010531-00			
0.00	Dental	MetLife	117545-1-G			
0.00	Vision	VSP	12249458			
0.00	Short-Term Disability	Cigna	FLK960183			
0.00	Long-Term Disability	Cigna	FLK960111			
0.00	Supplemental Long-Term Disability	UNUM	Individual Policy			
0.00	Life and AD&D	MetLife Cigna	OK961438			
0.00	Blanket Accident	Cigna	ABL961455			

PROPEX CONCRETE SYSTEMS CORP. POLICIES

Cure Amount	Lines of Coverage	Carrier	Policy Number	Policy Period	Limit / Layer	Claims Basis
	CASUALTY PROGRAM (Domestic)					
0.00	General Liability / Pollution Legal Liability (EAGLE)	AISLIC (AIG Environmental)	EG7575927	12/1/08 - 12/1/09	\$1M / \$2M (GL), \$10M PPL, \$2M / \$10M (PLL)	Occurrence based except PLL, which is Claims Made
0.00	General Liability / Product Liability (Claims Made)	Evanston Insurance Co.	SP-839723	12/1/08 - 12/1/09	\$1M / \$2M	Claims Made
0.00	Automobile Liability	National Union Fire Ins. Co. (AIG)	CA 1469916	12/1/08 - 12/1/09	\$1,000,000	Occurrence
0.00	Workers Compensation	Commerce & Industry Ins. Co. (AIG)	WC5736028 (AOS)	12/1/08 - 12/1/09	Statutory	Occurrence
0.00	Workers Compensation	Commerce & Industry Ins. Co. (AIG)	WC 5736029 (CA)	12/1/08 - 12/1/09	Statutory	Occurrence
0.00	Umbrella Excess Liability	ACE P&C Insurance	M00530049	12/1/08 -	\$25,000,000	Will follow

Cure Amount	Lines of Coverage	Carrier	Policy Number	Policy Period	Limit / Layer	Claims Basis
		Co. (ACE)		12/1/09		claims made on PL
	CASUALTY PROGRAM (International)					
0.00	International Commercial General Liability (GL / AL)	Insurance Co. of the State of PA (AIG World Source)	WR10004559	12/1/08 - 12/1/09	\$4,000,000	Occurrence
0.00	International Commercial General Liability (WC / EL)	Insurance Co. of the State of PA (AIG World Source)	WR10004559	12/1/08 - 12/1/09	\$4,000,000	Occurrence
	CARGO PROGRAM:					
		Indemnity Insurance Co. of North America (ACE)				
0.00	Marine Cargo		NO219594A	12/1/08 - 12/1/09	\$2,500,000	Occurrence

Confidentiality Agreements

A. All confidentiality agreements signed by employees, officers or other personnel of the Sellers, including those set forth on the following table:

<u>First Name</u>	<u>Last Name</u>	<u>Cure Amount</u>
Jennifer	Aaron	\$0.00
Antoinette	Abbott	\$0.00
Marcus	Abbott	\$0.00
Jeffrey	Adams	\$0.00
David	Adams	\$0.00
Chastity	Adkins	\$0.00

Sleina	Ahuacatitan	\$0.00
Edward	Akins	\$0.00
Bessie	Alexander	\$0.00
Rex	Alexander	\$0.00
Chris	Alexander	\$0.00
Donna	Alexander	\$0.00
Michael	Alford	\$0.00
John	Allchin	\$0.00
Andrew	Allen	\$0.00
Eulie	Allen	\$0.00
John	Allen	\$0.00
Jacqueline	Allen	\$0.00
Janice	Allen	\$0.00
Lewis	Allen	\$0.00
Eder	Alvarez	\$0.00
Jimmy	Anderson	\$0.00
Charles	Anderson	\$0.00
Roy	Anderson	\$0.00
Johnny	Anderson	\$0.00
Nicholas	Andrews	\$0.00
James	Andrews	\$0.00
Samuel	Andrews	\$0.00
Loreece	Andrews	\$0.00

Robert	Annett	\$0.00
Antonio	Armstrong	\$0.00
Matthew	Armstrong	\$0.00
Luke	Arnold	\$0.00
Dale	Arrowood	\$0.00
Edward	Ash	\$0.00
Jane	Askew	\$0.00
David	Askew	\$0.00
Terry	Atkinson	\$0.00
Terry	Atwell	\$0.00
Darrious	Austin	\$0.00
Neketicia	Autry	\$0.00
Dea	Ayers	\$0.00
Glynn	Bailey	\$0.00
Patricia	Bailey	\$0.00
Elijah	Bailey	\$0.00
Steven	Bailey	\$0.00
Janice	Bailey	\$0.00
Michael	Bailey	\$0.00
Gary	Baker	\$0.00
Chandra	Baker	\$0.00
John	Baker	\$0.00
Kenyetta	Baker	\$0.00

Tony	Baldree	\$0.00
Larry	Baldree	\$0.00
Marie	Baldwin	\$0.00
Kay	Balkcom	\$0.00
Mike	Ball	\$0.00
Aaron	Ball	\$0.00
Anthony	Ballard	\$0.00
Rebecca	Banks	\$0.00
Thaddeus	Barber	\$0.00
C	Barbree	\$0.00
Bradley	Barker	\$0.00
Nathaniel	Barnes	\$0.00
David	Barrett	\$0.00
Michael	Barrett	\$0.00
James	Barrett	\$0.00
Derek	Bass	\$0.00
James	Bates	\$0.00
Sammie	Batten	\$0.00
Kareem	Baulkmon	\$0.00
Risha	Baynard	\$0.00
Betty	Bazin	\$0.00
Cris	Beagle	\$0.00
Edward	Bearden	\$0.00

Kevin	Beech	\$0.00
Ronald	Beecher	\$0.00
Robert	Beecher	\$0.00
Gregory	Beek	\$0.00
Ruby	Bell	\$0.00
Timmy	Bennett	\$0.00
Mildred	Bennett	\$0.00
Koretta	Bennett	\$0.00
Johnny	Bennett	\$0.00
Vinie	Bennett	\$0.00
Roger	Bentley	\$0.00
Jonathan	Bentley	\$0.00
Gregory	Besh	\$0.00
James	Bingel	\$0.00
Jason	Blackmon	\$0.00
Bobby	Blackshear	\$0.00
Terry	Blackwell	\$0.00
Richard	Blonar	\$0.00
Jimmie	Blaylock	\$0.00
Richard	Bledsoe	\$0.00
Rickey	Bluford	\$0.00
Kevin	Bohannon	\$0.00
John	Bohannon	\$0.00

Ricky	Bohannon	\$0.00
Allen	Bohannon	\$0.00
Cynthia	Bohannon	\$0.00
Morris	Boone	\$0.00
Thomas	Borders	\$0.00
David	Borrego	\$0.00
Eddie	Bouie	\$0.00
Cindy	Bowens	\$0.00
Melvin	Bowers	\$0.00
Gwendolyn	Boyd	\$0.00
Winston	Boyd	\$0.00
Earl	Boyd	\$0.00
Mary	Brackin	\$0.00
Mark	Bradford	\$0.00
Stephen	Bradley	\$0.00
Pamela	Bradley	\$0.00
Hal	Brady	\$0.00
Richard	Brady	\$0.00
Mary	Bragg	\$0.00
Virginia	Brammer	\$0.00
Lajuana	Branch	\$0.00
Jacky	Branch	\$0.00
Patrick	Brannen	\$0.00

Samuel	Brannon	\$0.00
William	Brant	\$0.00
Norman	Brantley	\$0.00
Lynette	Brantley	\$0.00
Avery	Brantley	\$0.00
Jeremy	Braswell	\$0.00
Wilbur	Breedlove	\$0.00
Sonya	Brenton	\$0.00
Thomas	Brenton	\$0.00
Lonnie	Brewer	\$0.00
Tyrone	Brewer	\$0.00
Ophelia	Brewster	\$0.00
Janice	Brice	\$0.00
Harold	Brock	\$0.00
Adam	Brock	\$0.00
Paul	Brockington	\$0.00
Jerry	Brogdon	\$0.00
Otis	Brooklyn	\$0.00
Robert	Brooks	\$0.00
Debbie	Broome	\$0.00
James	Brown	\$0.00
Betty	Brown	\$0.00
Charles	Brown	\$0.00

Horace	Brown	\$0.00
Angela	Brown	\$0.00
Elizabeth	Brown	\$0.00
Charlie	Brown	\$0.00
Rita	Brown	\$0.00
Curtis	Brown	\$0.00
Andrew	Brown	\$0.00
Michael	Brown	\$0.00
Samuel	Brown	\$0.00
Joseph	Browning	\$0.00
Vinson	Browning	\$0.00
Eddie	Browning	\$0.00
Russell	Browning	\$0.00
Elizabeth	Brubaker	\$0.00
David	Brue	\$0.00
Kevin	Brumley	\$0.00
Earl	Bryan	\$0.00
Robert	Bryant	\$0.00
James	Bryant	\$0.00
Forrest	Buckles	\$0.00
Eric	Bullocks	\$0.00
William	Bumstead	\$0.00
Willis	Burch	\$0.00

Timothy	Burdick	\$0.00
James	Burgess	\$0.00
Juanita	Burkes	\$0.00
Simeon	Burkett	\$0.00
Milus	Burkett	\$0.00
Elizabeth	Burnett	\$0.00
Nathan	Burns	\$0.00
Marvin	Burns	\$0.00
Wade	Burnsed	\$0.00
Doretha	Burton	\$0.00
David	Bush	\$0.00
Annie	Bush	\$0.00
Mozell	Butler	\$0.00
David	Butler	\$0.00
David	Butler	\$0.00
Donald	Butler	\$0.00
Alnorris	Butler	\$0.00
Stanley	Butler	\$0.00
Pauletta	Byrd	\$0.00
Jeanetta	Byrd	\$0.00
Jeremy	Cabe	\$0.00
Matthew	Cabrera	\$0.00
Anthony	Cal	\$0.00

Angela	Calloway	\$0.00
Louis	Camon	\$0.00
Larry	Camp	\$0.00
Willie	Campbell	\$0.00
Eric	Campbell	\$0.00
Randy	Cannon	\$0.00
Dennis	Cantrell	\$0.00
Donald	Carr	\$0.00
Amanda	Carreathers	\$0.00
Teresa	Carroll	\$0.00
Joe	Carswell	\$0.00
Freddie	Carter	\$0.00
Robert	Carter	\$0.00
Michael	Carter	\$0.00
John	Carter	\$0.00
Steve	Carter	\$0.00
Rubin	Carter	\$0.00
Maxine	Carter	\$0.00
Howard	Carter	\$0.00
Lamar	Carter	\$0.00
Janice	Carter	\$0.00
James	Carter	\$0.00
William	Carter	\$0.00

Darrell	Carter	\$0.00
Virginia	Carter	\$0.00
Alvin	Carter	\$0.00
Earnest	Carter	\$0.00
Brenda	Carter	\$0.00
Catherine	Carter	\$0.00
Willie	Carter	\$0.00
Amos	Cash	\$0.00
Dorothy	Cash	\$0.00
Elizebeth	Cash	\$0.00
Jerry	Cason	\$0.00
Jimmy	Cason	\$0.00
Diana	Cason	\$0.00
Tracy	Cato	\$0.00
Cornelius	Chambers	\$0.00
Timothy	Chambers	\$0.00
Linda	Chambless	\$0.00
Thomas	Chambless	\$0.00
Carl	Chapman	\$0.00
Oscar	Charleston	\$0.00
Debra	Cherry	\$0.00
John	Childree	\$0.00
Ben	Childree	\$0.00

Effie	Chrispen	\$0.00
Sharon	Chrispen	\$0.00
Ricky	Clark	\$0.00
Derrick	Clark	\$0.00
Craig	Clark	\$0.00
William	Clark	\$0.00
Phillip	Clarke	\$0.00
Christy	Clayton	\$0.00
Mitchell	Cleek	\$0.00
Carolyn	Clements	\$0.00
Aaron	Clements	\$0.00
Willie	Clemons	\$0.00
Ira	Clemons	\$0.00
Latoya	Cleveland	\$0.00
Quiana	Cleveland	\$0.00
Calvin	Clinton	\$0.00
Ivy	Coates	\$0.00
Eleanor	Cole	\$0.00
E	Coleman	\$0.00
James	Collier	\$0.00
Edward	Collier	\$0.00
Miki	Collins	\$0.00
Palmer	Collins	\$0.00

Glenda	Colson	\$0.00
Leroy	Colson	\$0.00
Philippe	Combier	\$0.00
Eddie	Combs	\$0.00
Star	Conaway	\$0.00
Jessie	Conaway	\$0.00
Cynthia	Coney	\$0.00
John	Connell	\$0.00
Chuck	Conner	\$0.00
Samuel	Cook	\$0.00
Aubrey	Cook	\$0.00
Faustine	Cook	\$0.00
Randy	Cook	\$0.00
Harrell	Cook	\$0.00
Raymond	Cook	\$0.00
Bradford	Cooley	\$0.00
Joe	Cooper	\$0.00
Demetrius	Cooper	\$0.00
Lawahanna	Cooper	\$0.00
Trimeka	Cooper	\$0.00
Billie	Cooper	\$0.00
Eddie	Cooper	\$0.00
Roy	Cope	\$0.00

Wenna	Copeland	\$0.00
Ralph	Copeland	\$0.00
Alton	Copeland	\$0.00
Terrell	Corley	\$0.00
David	Corley	\$0.00
Christopher	Cornelius	\$0.00
Monica	Cornelius	\$0.00
Jose	Costales	\$0.00
Nini	Costantino	\$0.00
Bane	Courson	\$0.00
Rosa	Courson	\$0.00
Brenda	Covington	\$0.00
Alfred	Covington	\$0.00
Roger	Craft	\$0.00
Donny	Crapps	\$0.00
Scott	Crawford	\$0.00
Robert	Crawford	\$0.00
Sanel	Crnalic	\$0.00
Ronnie	Crosby	\$0.00
Ricky	Cross	\$0.00
Bruce	Cross	\$0.00
Johnathan	Crutcher	\$0.00
Jerry	Culbertson	\$0.00

David	Cull	\$0.00
Gail	Cumbus	\$0.00
Timothy	Cumbus	\$0.00
David	Cumbus	\$0.00
Clyde	Dailey	\$0.00
Wanda	Dales	\$0.00
Mitchell	Dalton	\$0.00
Anthony	Daniel	\$0.00
Jeffrey	Daniel	\$0.00
Sandra	Daniels	\$0.00
Kendall	Daniels	\$0.00
Jennie	Davenport	\$0.00
Hugh	Davis	\$0.00
Crystal	Davis	\$0.00
Kurt	Davis	\$0.00
Kelly	Davis	\$0.00
Issac	Davis	\$0.00
Tony	Davis	\$0.00
Wendell	Davis	\$0.00
Rosa	Davis	\$0.00
James	Davis	\$0.00
Johnnie	Davis	\$0.00
Corey	Davis	\$0.00

Joshua	Davis	\$0.00
Christopher	Davis	\$0.00
James	Davis	\$0.00
John	Davis	\$0.00
Kenneth	Dawson	\$0.00
Roy	Day	\$0.00
David	Day	\$0.00
Leroy	Day	\$0.00
Martin	de	\$0.00
Dwane	Dean	\$0.00
Nancy	Dean	\$0.00
Wayne	Deason	\$0.00
Gary	Deats	\$0.00
Terry	Deen	\$0.00
Lynn	Deen	\$0.00
Eva	Dempsey	\$0.00
Phyllis	Dew	\$0.00
Angela	Dewberry	\$0.00
Evangelina	Diaz	\$0.00
Darren	Diederich	\$0.00
Mary	Dillard	\$0.00
Bobbie	Dixon	\$0.00
Doana	Dixon	\$0.00

Michael	Dobbs	\$0.00
Andra	Dockery	\$0.00
Linda	Doe	\$0.00
Stewart	Domaingue	\$0.00
Andy	Douglas	\$0.00
Desiree	Dove	\$0.00
Stephen	Dover	\$0.00
Leroy	Drew	\$0.00
William	Duchene	\$0.00
Lawrence	Duckett	\$0.00
Gerald	Dull	\$0.00
Clarence	Duncan	\$0.00
Cindy	Duncan	\$0.00
Loretta	Duncan	\$0.00
Duane	Duncan	\$0.00
Paul	Duncan	\$0.00
Ramiro	Duque	\$0.00
Connie	Durham	\$0.00
Kristopher	Durham	\$0.00
Candace	Dyal	\$0.00
Cathy	Dyal	\$0.00
Tommy	Dykes	\$0.00
Wade	Dykes	\$0.00

Angela	Dykes	\$0.00
Johnita	Dykes	\$0.00
James	Eady	\$0.00
George	Eady	\$0.00
Christopher	Eargle	\$0.00
Mary	Eason	\$0.00
Robert	Eason	\$0.00
Louise	Eason	\$0.00
Ryan	Easterwood	\$0.00
Kimberly	Edmondson	\$0.00
David	Edmundson	\$0.00
Stephen	Edwards	\$0.00
Alonzo	Edwards	\$0.00
Frank	Edwards	\$0.00
Patricia	Egolf	\$0.00
William	Ellenburg	\$0.00
James	Ellis	\$0.00
Andrew	Ellis	\$0.00
Terry	Ellison	\$0.00
Nidia	Elswick	\$0.00
William	Emerson	\$0.00
Ubaldo	Escobar	\$0.00
James	Essex	\$0.00

James	Eubanks	\$0.00
Troy	Evans	\$0.00
Wayne	Evans	\$0.00
Michael	Everhart	\$0.00
Jonathan	Exum	\$0.00
Thomas	Faircloth	\$0.00
Willie	Faison	\$0.00
Robert	Farmer	\$0.00
Jimmy	Faulkenberry	\$0.00
Mirela	Fazlic	\$0.00
Emsud	Fazlic	\$0.00
Bennie	Fender	\$0.00
Eugene	Ferguson	\$0.00
Jeffrey	Ferris	\$0.00
Reginald	Fertilus	\$0.00
Timothy	Fickey	\$0.00
Joseph	Fields	\$0.00
Darryl	Finley	\$0.00
Leroy	Finney	\$0.00
Samuel	Fisher	\$0.00
Tanya	Fitzgerald	\$0.00
Joel	Fletcher	\$0.00
Eddie	Floyd	\$0.00

Bobby	Floyd	\$0.00
Jerry	Flynn	\$0.00
Brenda	Folsom	\$0.00
Wanda	Foskey	\$0.00
Patricia	Foskey	\$0.00
Ronald	Foss	\$0.00
John	Foss	\$0.00
Mark	Foss	\$0.00
James	Foster	\$0.00
Frederick	Foster	\$0.00
Deborah	Fountain	\$0.00
Richard	Franks	\$0.00
Terry	Frasier	\$0.00
Cynthia	Frasier	\$0.00
Catherine	Freeman	\$0.00
Shervetta	Freeman	\$0.00
Judith	Freeman	\$0.00
Dexter	French	\$0.00
Donna	Fults	\$0.00
Jeremy	Furman	\$0.00
Thalas	Gadson	\$0.00
Allen	Gaines	\$0.00
Johnny	Gaines	\$0.00

Lottie	Gaines	\$0.00
Robert	Gallardo	\$0.00
Kristy	Galyon	\$0.00
Calvin	Gamble	\$0.00
Haley	Gamble	\$0.00
Robert	Garcia	\$0.00
Michael	Gardenhire	\$0.00
Richard	Gardner	\$0.00
Hugh	Gardner	\$0.00
Brittany	Garner	\$0.00
James	Garren	\$0.00
Linda	Garrett	\$0.00
David	Garrett	\$0.00
Jamie	Garrett	\$0.00
Matthew	Garvey	\$0.00
Gail	Gaskins	\$0.00
Randell	Gass	\$0.00
Timothy	Gauldin	\$0.00
James	Gaulding	\$0.00
Larry	Gay	\$0.00
Louise	George	\$0.00
Leonard	George	\$0.00
Kenneth	Gibson	\$0.00

Tyrone	Gibson	\$0.00
Glenn	Gibson	\$0.00
Wayne	Gilbert	\$0.00
Thom	Gillis	\$0.00
Christopher	Gilreath	\$0.00
Franklin	Gilreath	\$0.00
Sheila	Gilreath	\$0.00
David	Givens	\$0.00
Robert	Givens	\$0.00
Frank	Givens	\$0.00
James	Glatz	\$0.00
Andrew	Goethie	\$0.00
Timothy	Goethie	\$0.00
Vincent	Goines	\$0.00
Chris	Goines	\$0.00
James	Goins	\$0.00
Joe	Gonzales.	\$0.00
Tyrone	Goodrich	\$0.00
Sarah	Gordon	\$0.00
Daryl	Gordy	\$0.00
Steve	Gordy	\$0.00
Michael	Goss	\$0.00
David	Goswick	\$0.00

Melissa	Grace	\$0.00
Eugene	Grant	\$0.00
Richard	Grant	\$0.00
Davala	Gravitt	\$0.00
Ernie	Gray	\$0.00
Leon	Gray	\$0.00
Timothy	Gray	\$0.00
Joel	Green	\$0.00
Samuel	Green	\$0.00
Curtis	Green	\$0.00
Angela	Green	\$0.00
Kelvin	Green	\$0.00
Carla	Greenway	\$0.00
Kenneth	Greenway	\$0.00
Lawrence	Gregory	\$0.00
Stan	Griffin	\$0.00
Cecil	Griffin	\$0.00
Chris	Griffin	\$0.00
Larry	Griffin	\$0.00
Matthew	Griffin	\$0.00
Michael	Griffin	\$0.00
Wanda	Griffin	\$0.00
James	Griffin	\$0.00

Nicholas	Griglen	\$0.00
Eugene	Grimsley	\$0.00
Richard	Griner	\$0.00
Timothy	Groves	\$0.00
George	Guess	\$0.00
Tosha	Guinn	\$0.00
Michael	Guthrie	\$0.00
Carlos	Gutierrez	\$0.00
Jose	Guzman	\$0.00
Charles	Hackett	\$0.00
Richard	Haggard	\$0.00
Pamela	Haggard	\$0.00
Richard	Haggard	\$0.00
Brandon	Haggard	\$0.00
Danny	Hale	\$0.00
Dianne	Hale	\$0.00
Larry	Hall	\$0.00
David	Hall	\$0.00
Eric	Hall	\$0.00
Henry	Hall	\$0.00
William	Hall	\$0.00
Dale	Hall	\$0.00
Paul	Hall	\$0.00

Johnny	Hall	\$0.00
Dorothy	Hall	\$0.00
Wiley	Hall	\$0.00
Rodney	Hall	\$0.00
Floyd	Hall	\$0.00
Deidra	Hall	\$0.00
Jeraldine	Hall	\$0.00
Cornell	Hamilton	\$0.00
James	Hamilton	\$0.00
Randy	Hamm	\$0.00
William	Hammond	\$0.00
Timothy	Hamsley	\$0.00
Jerry	Hand	\$0.00
Elaine	Hand	\$0.00
Bonnie	Hand	\$0.00
Gary	Hand	\$0.00
Ralph	Haney	\$0.00
Betty	Hannah	\$0.00
Willie	Hansley	\$0.00
Funtel	Hardee	\$0.00
Mark	Hardek	\$0.00
Mike	Harlow	\$0.00
Timothy	Harnage	\$0.00

Stephen	Harnage	\$0.00
Matthew	Harnage	\$0.00
Robin	Harper	\$0.00
Vickie	Harrell	\$0.00
Ronald	Harrell	\$0.00
Ann	Harrell	\$0.00
Joy	Harrelson	\$0.00
Dewayne	Harris	\$0.00
Beulah	Harris	\$0.00
Kendall	Harris	\$0.00
Phillip	Harris	\$0.00
Theodis	Harris	\$0.00
Jackie	Harris	\$0.00
Broderick	Harris	\$0.00
Janet	Harris	\$0.00
Ronnie	Harris	\$0.00
Carl	Harris	\$0.00
Brandon	Harris	\$0.00
Lawrence	Harrison	\$0.00
Wanda	Harrison	\$0.00
Thomas	Hart	\$0.00
Robert	Hart	\$0.00
Debbie	Hartley	\$0.00

Suky	Hartman	\$0.00
Timothy	Hartsell	\$0.00
Sheila	Hartsfield	\$0.00
Kymyana	Harvey	\$0.00
Tony	Hatton	\$0.00
Teresa	Hawkins	\$0.00
Early	Hayes	\$0.00
Ronald	Hayes	\$0.00
Conyers	Hayes	\$0.00
Anthony	Hayes	\$0.00
Randall	Hayes	\$0.00
Robert	Hayes	\$0.00
Robert	Hayes	\$0.00
Eric	Hayes	\$0.00
Robert	Haymons	\$0.00
Ronnie	Haynes	\$0.00
James	Hays	\$0.00
James	Hays	\$0.00
Randall	Haywood	\$0.00
Sandy	Headrick	\$0.00
Phillip	Heath	\$0.00
Karl	Hebert	\$0.00
Mitch	Helton	\$0.00

Hoke	Henderson	\$0.00
Rodney	Hendley	\$0.00
Linda	Hendley	\$0.00
Wai	Hendley	\$0.00
Cherl	Hendley	\$0.00
Ernesto	Henriquez	\$0.00
Alfred	Henry	\$0.00
Billy	Henry	\$0.00
Joe	Henry	\$0.00
Stephanie	Hensley	\$0.00
LaTelsa	Herman	\$0.00
Eloy	Hernandez	\$0.00
Joseph	Herndon	\$0.00
William	Hester	\$0.00
Ray	Hester	\$0.00
Danny	Hesters	\$0.00
Jack	Hewitt	\$0.00
Robert	Hickman	\$0.00
Andria	Hicks	\$0.00
Aaron	Hicks	\$0.00
Timothy	Hicks	\$0.00
Anita	Hiland	\$0.00
Jason	Hildebrand	\$0.00

Jackie	Hill	\$0.00
Angela	Hill	\$0.00
Linda	Hitt	\$0.00
James	Hixon	\$0.00
Carol	Hixon	\$0.00
Ricky	Hodges	\$0.00
Charla	Hodges	\$0.00
Dennis	Hogan	\$0.00
Brooke	Hoke	\$0.00
Tammy	Holcomb	\$0.00
Payten	Holcombe	\$0.00
Emily	Holder	\$0.00
Benjamin	Holley	\$0.00
Michael	Holliday	\$0.00
Robert	Holmes	\$0.00
Thomas	Holmes	\$0.00
Thomas	Holsopple	\$0.00
James	Holsopple	\$0.00
John	Holt	\$0.00
Phonepaseuth	Homsombath	\$0.00
Syrlack	Homsombath	\$0.00
Sharon	Hood	\$0.00
Roosevelt	Hood	\$0.00

Raymond	Hooks	\$0.00
Gerald	Hopkins	\$0.00
Patricia	Hopkins	\$0.00
Robert	Hornage	\$0.00
Arville	Horne	\$0.00
James	Horton	\$0.00
Carolyn	House	\$0.00
Charles	Houston	\$0.00
Deborah	Howard	\$0.00
Clifford	Howard	\$0.00
Tonia	Howard	\$0.00
George	Howard	\$0.00
Tyson	Howard	\$0.00
Kelley	Hubbard	\$0.00
Michael	Huckabee	\$0.00
Thomas	Hudgins	\$0.00
Henry	Hudson	\$0.00
Gregory	Hudson	\$0.00
Hilda	Hufstetler	\$0.00
Jacqueline	Hughes	\$0.00
Walter	Hughes	\$0.00
David	Hughes	\$0.00
Toni	Hughes	\$0.00

Audrey	Hughes	\$0.00
Cynthia	Hunter	\$0.00
Elizabeth	Huntley	\$0.00
Anthony	Hutcheson	\$0.00
Gregory	Iles	\$0.00
Carl	Ingallinera	\$0.00
Ronald	Ingram	\$0.00
Norman	Ingram	\$0.00
Leslie	Inman	\$0.00
Melissa	Inman	\$0.00
Alma	Inman	\$0.00
Jessica	Inman	\$0.00
Rudyrufo	Inoferio	\$0.00
Earnest	Jackson	\$0.00
Deven	Jackson	\$0.00
Marvin	Jackson	\$0.00
Bartholomew	Jackson	\$0.00
Helen	Jackson	\$0.00
Ronald	Jackson	\$0.00
Philip	Janiszewski	\$0.00
Donald	Jarrell	\$0.00
Tommy	Jeffries	\$0.00
Delois	Jenkins	\$0.00

William	Johns	\$0.00
Derrick	Johnson	\$0.00
Kirk	Johnson	\$0.00
Jason	Johnson	\$0.00
David	Johnson	\$0.00
Richard	Johnson	\$0.00
Bonnie	Johnson	\$0.00
Keith	Johnson	\$0.00
Dale	Johnson	\$0.00
Bettina	Johnson	\$0.00
Willie	Johnson	\$0.00
Teresa	Johnson	\$0.00
Dorothy	Johnson	\$0.00
Harold	Johnson	\$0.00
Keith	Johnson	\$0.00
Tracey	Johnston	\$0.00
Patrick	Jones	\$0.00
Harvey	Jones	\$0.00
George	Jones	\$0.00
Willie	Jones	\$0.00
Sarah	Jones	\$0.00
David	Jones	\$0.00
Ray	Jones	\$0.00

Charles	Jones	\$0.00
Earvin	Jones	\$0.00
Bobby	Jones	\$0.00
Carol	Jones	\$0.00
Jamey	Jones	\$0.00
Yolanda	Jones	\$0.00
Kelvin	Jones	\$0.00
Calvin	Jones	\$0.00
James	Jones	\$0.00
Bernice	Jones	\$0.00
Koury	Jones	\$0.00
Lynette	Jordan	\$0.00
Patricia	Jordan	\$0.00
Darian	Jordan	\$0.00
Eugene	Josey	\$0.00
Francesco	Jovel	\$0.00
Anthony	Jowers	\$0.00
Bobbie	Joyce	\$0.00
Jimmie	Jr.	\$0.00
Chad	Judkins	\$0.00
David	Jump	\$0.00
Kenny	Kauffman	\$0.00
Moni	Kauffman	\$0.00

Jeffrey	Keeler	\$0.00
Carol	Keith	\$0.00
Martin	Kennedy	\$0.00
Darrell	Kennedy	\$0.00
Charles	Kenny	\$0.00
Atdy	Keoninthone	\$0.00
Kelvin	Kerns	\$0.00
Jack	Kerr	\$0.00
William	Kerr	\$0.00
Chounh	Khouanerasa	\$0.00
Hong	Khouanerasa	\$0.00
Amy	Kidwell	\$0.00
Stanley	Kilgore	\$0.00
Albert	Killi	\$0.00
Michael	Killingsworth	\$0.00
Cecelia	Kimble	\$0.00
Stephanie	Kimble	\$0.00
Kevin	Kimmes	\$0.00
Crystal	Kinder	\$0.00
Richard	King	\$0.00
Rosalyn	King	\$0.00
Craig	King	\$0.00
Rodney	King	\$0.00

David	King	\$0.00
Thomas	Kinnebrew	\$0.00
Christopher	Kinsey	\$0.00
Joseph	Kirkland	\$0.00
Jerome	Kirkland	\$0.00
Maureen	Kirkland	\$0.00
William	Kite	\$0.00
Danny	Klimp	\$0.00
Grover	Knight	\$0.00
Darryl	Knight	\$0.00
Thomas	Knox	\$0.00
Reginald	Kornegay	\$0.00
Latanya	Kornegay	\$0.00
Jeffrey	Krupcale	\$0.00
Carl	Labbe	\$0.00
Kim	Lacey	\$0.00
Joseph	Lancaster	\$0.00
Bonnie	Lane	\$0.00
Brian	Lane	\$0.00
Morris	Lane	\$0.00
Darren	Lane	\$0.00
Deqaveous	Lane	\$0.00
Josephine	Lane	\$0.00

Annette	Lane	\$0.00
Calvin	Lane	\$0.00
David	Lanier	\$0.00
Dan	Large	\$0.00
Bryan	Laroche	\$0.00
John	Lavind	\$0.00
Ronald	Lawton	\$0.00
Anita	Lay	\$0.00
Michael	Laymon	\$0.00
Peter	Le	\$0.00
Joe	Leavette	\$0.00
Fennie	Lee	\$0.00
Walter	Lee	\$0.00
Wesley	Lee	\$0.00
Lawrence	Lee	\$0.00
Derrick	Lee	\$0.00
Nicky	Lee	\$0.00
Joann	Lee	\$0.00
Sandra	Leggett	\$0.00
James	Lemos	\$0.00
Leanna	Lenker	\$0.00
Willie	Leonard	\$0.00
Winford	Lewis	\$0.00

Gerald	Lewis	\$0.00
James	Lewis	\$0.00
Sandra	Lewis	\$0.00
Larry	Lewis	\$0.00
Austin	Lewis	\$0.00
Melinda	Lewis	\$0.00
Jeffrey	Lewis	\$0.00
Carlton	Lewis	\$0.00
Betty	Lewis	\$0.00
Christopher	Lewis	\$0.00
Nicholas	Lewis	\$0.00
John	Lightsey	\$0.00
Marsha	Lindsey	\$0.00
James	Littlefield	\$0.00
Irene	Lively	\$0.00
Brian	Livingston	\$0.00
Henry	Lloyd	\$0.00
Kimberly	Locke	\$0.00
Aretha	Locke	\$0.00
James	Locke	\$0.00
Elvis	Locke	\$0.00
Randel	Logue	\$0.00
Gwen	Long	\$0.00

Wanda	Longs	\$0.00
Robert	Looney	\$0.00
Emilia	Lopez	\$0.00
Sammie	Lucas	\$0.00
Maria	Lucas	\$0.00
Kam	Lui	\$0.00
Chadwick	Luke	\$0.00
Katina	Lumpkin	\$0.00
Dennis	Lunsford	\$0.00
Shawn	Lyster	\$0.00
William	Mabrey	\$0.00
Raymond	Maddox	\$0.00
Gregory	Maddox	\$0.00
John	Mahoney	\$0.00
Michael	Malone	\$0.00
Jose	Manacop	\$0.00
Ernest	Manning	\$0.00
Robert	Manning	\$0.00
Darrell	Manning	\$0.00
Joshua	Manning	\$0.00
Eugene	Mapp	\$0.00
Debbie	Marquardt	\$0.00
Willie	Marshall	\$0.00

Anthony	Marshall	\$0.00
John	Martin	\$0.00
R	Martin	\$0.00
Elizabeth	Martin	\$0.00
Randy	Martin	\$0.00
Sharon	Martin	\$0.00
Sandra	Martin	\$0.00
Wesley	Martin	\$0.00
Shelia	Mason	\$0.00
Keith	Massey	\$0.00
Patricia	Mathews	\$0.00
Antonio	Mathis	\$0.00
Bruce	Mathis	\$0.00
Nathaniel	Mathis	\$0.00
Darrell	Mathis	\$0.00
William	May	\$0.00
Howard	Mcarthur	\$0.00
Ronnie	Mcarthur	\$0.00
Mary	Mcarthur	\$0.00
Rhonda	McAvoy	\$0.00
Marcus	Mccall	\$0.00
Lena	Mccall	\$0.00
Troy	McCamish	\$0.00

William	Mccarty	\$0.00
Verner	McClain	\$0.00
Carla	Mcclendon	\$0.00
Debra	Mcclendon	\$0.00
Kathryn	McCloud	\$0.00
Donnie	Mcconico	\$0.00
Sonia	Mccormick	\$0.00
Stanley	Mccoy	\$0.00
Terry	McCoy	\$0.00
John	Mccrae	\$0.00
Michael	Mccrae	\$0.00
Marlene	Mccroskey	\$0.00
Robert	McCulley	\$0.00
Early	McCullum	\$0.00
Lloyd	Mcdaniel	\$0.00
Charles	McDaniel	\$0.00
Marcus	McDonald	\$0.00
Robert	McDonough	\$0.00
James	Mcdowell	\$0.00
Darrell	McDowell	\$0.00
Robert	McEachin	\$0.00
Woody	McGee	\$0.00
Johnny	Mcgee	\$0.00

Sammy	McGhee	\$0.00
Nicholas	McGowan	\$0.00
Phillip	McGriff	\$0.00
Billy	McGuire	\$0.00
David	McInnis	\$0.00
Steve	McKever	\$0.00
Anthony	McKever	\$0.00
Daphney	McKever	\$0.00
Michelle	McKever	\$0.00
Regina	McKin	\$0.00
George	McLean	\$0.00
Samuel	McLean	\$0.00
Samuel	McLean	\$0.00
Scott	McMillian	\$0.00
Antonia	McMillian	\$0.00
Katherine	McMillian	\$0.00
William	McMillian	\$0.00
Lashawn	McMillian	\$0.00
Darrell	McNabb	\$0.00
Rodrick	McNair	\$0.00
Michael	McNeal	\$0.00
Ximena	McNish	\$0.00
Dearlene	McQueen	\$0.00

Margaret	Mcqueen	\$0.00
Dewey	Mcqueen	\$0.00
Rhashad	McQueen	\$0.00
Bridget	Mcrae	\$0.00
Ronald	Mcrae	\$0.00
Rufus	Mcrae	\$0.00
Troy	Meeks	\$0.00
Tommie	Meeks	\$0.00
Salvador	Mejia	\$0.00
Edmund	Merchilnsky	\$0.00
Bertran	Merene	\$0.00
Ray	Merritt	\$0.00
Edmund	Methfessel	\$0.00
Travis	Middleton	\$0.00
Joseph	Miksa	\$0.00
Tony	Miles	\$0.00
William	Miller	\$0.00
Andy	Miller	\$0.00
Carrie	Miller	\$0.00
Calvin	Miller	\$0.00
Clenzy	Miller	\$0.00
Corinthus	Miller	\$0.00
Nicholas	Miller	\$0.00

Jeffrey	Miller	\$0.00
Perry	Millican	\$0.00
Joseph	Mills	\$0.00
Randal	Milton	\$0.00
Charlie	Mincey	\$0.00
James	Minor	\$0.00
Sophia	Mitchell	\$0.00
Shawn	Mobley	\$0.00
Oliver	Moffett	\$0.00
Mahmoud	Molavi	\$0.00
Timothy	Monahan	\$0.00
Linda	Montgomery	\$0.00
Johnny	Montgomery	\$0.00
Walter	Montgomery	\$0.00
Richard	Moon	\$0.00
Darrin	Moore	\$0.00
Jesse	Moore	\$0.00
James	Moore	\$0.00
Bobbie	Moore	\$0.00
Willie	Moore	\$0.00
Carl	Moore	\$0.00
Wilton	Moore	\$0.00
Daphne	Moore	\$0.00

Shamerlyn	Moore	\$0.00
Gwendolyn	Moore	\$0.00
Jose	Morales	\$0.00
James	Moreland	\$0.00
Gary	Morgan	\$0.00
Dennis	Morgan	\$0.00
Kevin	Morgan	\$0.00
Judy	Morris	\$0.00
Kenneth	Morris	\$0.00
Jennifer	Morris	\$0.00
Beatrice	Morris	\$0.00
Anthony	Morris	\$0.00
Jesse	Mosely	\$0.00
Mark	Moses	\$0.00
Amy	Moses	\$0.00
Jeffrey	Moses	\$0.00
Danny	Mosley	\$0.00
John	Moss	\$0.00
Ronnie	Mott	\$0.00
Joyce	Moye	\$0.00
Fred	Muckle	\$0.00
Judith	Mulcay	\$0.00
Wayne	Mullis	\$0.00

Marshall	Murphy	\$0.00
Leonard	Murphy	\$0.00
Glen	Murray	\$0.00
Rommie	Murray	\$0.00
George	Myers	\$0.00
Katherine	Myles	\$0.00
Sharon	Myles	\$0.00
Kennith	Nails	\$0.00
Shawn	Nance	\$0.00
Pamela	Naranjo	\$0.00
Alexander	Naranjo	\$0.00
Chester	Neal	\$0.00
James	Needham	\$0.00
Tonya	Nelson	\$0.00
Phillip	Nesmith	\$0.00
Jerry	Nester	\$0.00
James	Newbern	\$0.00
Julian	Newbern	\$0.00
Jesse	Newell	\$0.00
Anthony	Newsome	\$0.00
Wenafer	Newsome	\$0.00
Edward	Newton	\$0.00
Johnny	Nichols	\$0.00

Laura	Nichols	\$0.00
Tammy	Nichols	\$0.00
Henry	Nichols	\$0.00
Douglas	Nichols	\$0.00
Noah	Nichols	\$0.00
Kristy	Nichols	\$0.00
Joshua	Nicholson	\$0.00
Mark	Norman	\$0.00
Richard	Norris	\$0.00
Roosevelt	Norwood	\$0.00
Toby	Nunnelley	\$0.00
Shaun	Oblisk	\$0.00
Jeanette	Ogden	\$0.00
Thomas	Oglesby	\$0.00
John	Oldenburger	\$0.00
Stanley	Olivent	\$0.00
Tonya	Oliver	\$0.00
Paul	O'Malley	\$0.00
Steven	Oneal	\$0.00
Sammie	Orange	\$0.00
Mary	Orta	\$0.00
David	Orzel	\$0.00
Minnie	Pace	\$0.00

Ralph	Pace	\$0.00
Frank	Pace	\$0.00
Noel	Pacheco	\$0.00
Billy	Pack	\$0.00
Shelley	Paddock	\$0.00
Harley	Padgett	\$0.00
Barbara	Palmer	\$0.00
William	Parker	\$0.00
Robert	Parker	\$0.00
Aaron	Parker	\$0.00
Willie	Parks	\$0.00
Steven	Parman	\$0.00
Timothy	Parr	\$0.00
Ruth	Parrish	\$0.00
Larry	Parrish	\$0.00
Barbara	Parry	\$0.00
Steven	Parry	\$0.00
Carla	Parsons	\$0.00
Donald	Partin	\$0.00
Willie	Partridge	\$0.00
Nermina	Patkovic	\$0.00
Marvin	Patterson	\$0.00
Jerry	Patton	\$0.00

James	Payne	\$0.00
Angela	Payne	\$0.00
Rachel	Peppers	\$0.00
Carlos	Perez	\$0.00
Angela	Perry	\$0.00
Terrance	Perryman	\$0.00
Mary	Peters	\$0.00
Jennifer	Peters	\$0.00
Timothy	Peters	\$0.00
Geoffrey	Petersen	\$0.00
Anita	Peterson	\$0.00
Leon	Peterson	\$0.00
Geraldine	Peterson	\$0.00
Christie	Pettigrew	\$0.00
Douangpy	Phathirath	\$0.00
Arthur	Phillips	\$0.00
Elizabeth	Phillips	\$0.00
Joshua	Phillips	\$0.00
John	Phillips	\$0.00
James	Phillips	\$0.00
Mekdara	Phimmachack	\$0.00
Phoukhong	Phothirath	\$0.00
R.	Pierce	\$0.00

Harold	Pierce	\$0.00
Steve	Pierce	\$0.00
Susan	Pilcher	\$0.00
Dorothy	Pilcher	\$0.00
Sandy	Pilkington	\$0.00
Phillip	Plank	\$0.00
Joel	Poe	\$0.00
James	Poole	\$0.00
Melissa	Pope	\$0.00
James	Potter	\$0.00
Mary	Powell	\$0.00
Randy	Powell	\$0.00
Derrien	Powell	\$0.00
Ulysee	Powell	\$0.00
Tamika	Powell	\$0.00
Jose	Prida	\$0.00
Thelma	Pridgen	\$0.00
Jeremy	Pritchett	\$0.00
Michael	Pritchett	\$0.00
Christopher	Pruitt	\$0.00
Nanang	Pudjianto	\$0.00
James	Purvis	\$0.00
Wendell	Purvis	\$0.00

Gerald	Putnam	\$0.00
Jeffrey	Putnam	\$0.00
Carol	Quarles	\$0.00
Stephen	Quarles	\$0.00
Glenda	Quarterman	\$0.00
Tammy	Quinn	\$0.00
Gregory	Rader	\$0.00
Latuyana	Ragland	\$0.00
Herman	Raines	\$0.00
George	Rains	\$0.00
Bobby	Ramsey	\$0.00
Tabatha	Ramsey	\$0.00
Kison	Ratliff	\$0.00
Barbara	Ratliff	\$0.00
Kevin	Ray	\$0.00
Billy	Ray	\$0.00
Danny	Ray	\$0.00
Jesse	Ray	\$0.00
Kevin	Ray	\$0.00
David	Rea	\$0.00
Patty	Rea	\$0.00
Michael	Rea	\$0.00
Jo	Record	\$0.00

William	Reed	\$0.00
Willie	Reed	\$0.00
Berry	Rentz	\$0.00
Glynn	Rentz	\$0.00
Johnny	Rewis	\$0.00
Gloria	Reynolds	\$0.00
Debra	Reynolds	\$0.00
Jason	Rhodes	\$0.00
Wanda	Richardson	\$0.00
Roger	Richie	\$0.00
Harry	Ricketson	\$0.00
Donald	Ricketson	\$0.00
Dale	Riddle	\$0.00
John	Riggs	\$0.00
Samuel	Riley	\$0.00
Frederick	Riley	\$0.00
Theodore	Riley	\$0.00
Jeanette	Riley	\$0.00
Fernando	Rivera	\$0.00
Angel	Rivera	\$0.00
Robert	Robenolt	\$0.00
Thomas	Robenolt	\$0.00
Timothy	Roberson	\$0.00

Parrish	Roberson	\$0.00
John	Roberson	\$0.00
Michael	Roberson	\$0.00
Donald	Roberts	\$0.00
James	Roberts	\$0.00
Linda	Roberts	\$0.00
Rosena	Roberts	\$0.00
Lisa	Roberts	\$0.00
Dana	Roberts-Trowell	\$0.00
Winfred	Robinson	\$0.00
Johnny	Roe	\$0.00
Russell	Rogers	\$0.00
Patricia	Rogers	\$0.00
Harold	Rogers	\$0.00
Richard	Rogers	\$0.00
Tommy	Rogers	\$0.00
William	Roland	\$0.00
Harris	Ross	\$0.00
Timothy	Ross	\$0.00
Linda	Rowe	\$0.00
Ricky	Rowell	\$0.00
Robert	Rowell	\$0.00
Comer	Rowland	\$0.00

John	Rowland	\$0.00
Betty	Royals	\$0.00
Latonia	Rozier	\$0.00
Robert	Ruehlmann	\$0.00
Gregory	Russell	\$0.00
Jesse	Sain	\$0.00
Donald	Sanders	\$0.00
Randall	Sanders	\$0.00
Chantavisuth	Sankavilode	\$0.00
Oudone	Sanouvong	\$0.00
Comer	Sapp	\$0.00
John	Schlichting	\$0.00
Winnie	Schmidt	\$0.00
Michael	Schroeder	\$0.00
Ray	Schroeder	\$0.00
William	Scott	\$0.00
Tyrone	Scott	\$0.00
Christopher	Scrivens	\$0.00
Charles	Sealey	\$0.00
Robert	Seay	\$0.00
Nancy	Sellers	\$0.00
Carolyn	Sellers	\$0.00
Eugene	Sellers	\$0.00

Sherman	Sellers	\$0.00
Juanice	Sellers	\$0.00
James	Sellers	\$0.00
Bronda	Sewell	\$0.00
Ronnie	Seymore	\$0.00
Randall	Shadden	\$0.00
Phillip	Shadwick	\$0.00
John	Shannon	\$0.00
Grady	Sharpe	\$0.00
Sarah	Sharpe	\$0.00
Samuel	Sharpton	\$0.00
Jason	Shartle	\$0.00
John	Shaver	\$0.00
Veronica	Shaver	\$0.00
Mark	Shaw	\$0.00
David	Shaw	\$0.00
Joseph	Shaw	\$0.00
Harriette	Shaw	\$0.00
Melissa	Sheffield	\$0.00
Leslie	Sheffield	\$0.00
David	Shelby	\$0.00
Leslie	Sheppard	\$0.00
Jerry	Sheppard	\$0.00

Carl	Sherlin	\$0.00
Andrew	Sherwin	\$0.00
George	Shipes	\$0.00
Steven	Shively	\$0.00
Chad	Shively	\$0.00
Albert	Shively	\$0.00
Kent	Shores	\$0.00
Michael	Short	\$0.00
Victoria	Shoupe	\$0.00
Jackie	Shrader	\$0.00
David	Shrader	\$0.00
Jason	Shrum	\$0.00
Mary	Shuman	\$0.00
Kimberly	Sievers	\$0.00
Johnnie	Silmon	\$0.00
Peter	Simmons	\$0.00
Reuben	Simpson	\$0.00
Christopher	Simpson	\$0.00
Luzianna	Sims	\$0.00
Arthur	Sims	\$0.00
Mark	Singletary	\$0.00
Derry	Singleton	\$0.00
Robert	Sirmans	\$0.00

Richard	Sirmans	\$0.00
Joseph	Sirmans	\$0.00
Jason	Sizemore	\$0.00
Michael	Skidmore	\$0.00
Ronnie	Skinner	\$0.00
Moses	Smart	\$0.00
Frederick	Smith	\$0.00
James	Smith	\$0.00
James	Smith	\$0.00
Oddis	Smith	\$0.00
Gary	Smith	\$0.00
James	Smith	\$0.00
Grady	Smith	\$0.00
Stephen	Smith	\$0.00
Sherry	Smith	\$0.00
Willie	Smith	\$0.00
Julie	Smith	\$0.00
Ray	Smith	\$0.00
Kathy	Smith	\$0.00
Mary	Smith	\$0.00
Rhonda	Smith	\$0.00
Dolly	Smith	\$0.00
Sarah	Smith	\$0.00

Verian	Smith	\$0.00
Larry	Smith	\$0.00
Carolyn	Smith	\$0.00
Waymond	Smith	\$0.00
Timothy	Smith	\$0.00
Kirk	Smith	\$0.00
Charles	Smith	\$0.00
Joshua	Smith	\$0.00
Terry	Smith	\$0.00
John	Smith	\$0.00
Angela	Smith	\$0.00
Johnnie	Sneed	\$0.00
Arthur	Southerlin	\$0.00
James	Spano	\$0.00
Brian	Sparks	\$0.00
Brandon	Spates	\$0.00
Versie	Spell	\$0.00
Evelyn	Spencer	\$0.00
James	Spraker	\$0.00
Orlandia	Sr	\$0.00
Samantha	Stalyon	\$0.00
Sherry	Stamey	\$0.00
Tommy	Stanley	\$0.00

Raymond	Stapp	\$0.00
Albon	Stegall	\$0.00
Vernie	Stegall	\$0.00
James	Stevenson	\$0.00
Jerry	Steverson	\$0.00
Tony	Steverson	\$0.00
Sandra	Stewart	\$0.00
Charles	Stiner	\$0.00
Herbert	Stokes	\$0.00
Eugene	Stone	\$0.00
Rocky	Stone	\$0.00
Matthew	Stone	\$0.00
Dora	Stone	\$0.00
Willie	Stone	\$0.00
Alfred	Strickland	\$0.00
Jonathan	Stuart	\$0.00
Woodrow	Stuckey	\$0.00
Horace	Sutton	\$0.00
Ronald	Sutton	\$0.00
Catina	Sutton	\$0.00
Don	Swain	\$0.00
Kevin	Sweat	\$0.00
Lyra	Swenson	\$0.00

Kerry	Swopes	\$0.00
Gerry	Tapley	\$0.00
Cora	Taylor	\$0.00
Robert	Taylor	\$0.00
Jonathan	Taylor	\$0.00
Emmitt	Taylor	\$0.00
Alfred	Taylor	\$0.00
Cathy	Taylor	\$0.00
Michael	Taylor	\$0.00
Steven	Teal	\$0.00
Kenneth	Teeters	\$0.00
Joann	Temples	\$0.00
Kemal	Terzic	\$0.00
Senad	Terzic	\$0.00
Munib	Terzic	\$0.00
Steven	Thaxton	\$0.00
Debbie	Thigpen	\$0.00
Joe	Thomas	\$0.00
Albert	Thomas	\$0.00
Terry	Thomas	\$0.00
Sam	Thomas	\$0.00
Shelly	Thomas	\$0.00
Velma	Thomas	\$0.00

Calvin	Thomas	\$0.00
Secedel	Thompson	\$0.00
Phillip	Thompson	\$0.00
Alma	Thompson	\$0.00
Shawn	Thompson	\$0.00
Bobby	Thompson	\$0.00
Walter	Thompson	\$0.00
William	Thompson	\$0.00
Mindy	Thompson- Mendy	\$0.00
Deborah	Thornbrough	\$0.00
Wayne	Thornton	\$0.00
Belinda	Thurman	\$0.00
Jackie	Tidwell	\$0.00
John	Tiller	\$0.00
Derrick	Tillman	\$0.00
Betsy	Tillman	\$0.00
Johnnie	Tippins	\$0.00
Eddie	Tisby	\$0.00
Willie	Tobler	\$0.00
Donnie	Toler	\$0.00
Jack	Toliver	\$0.00
Terry	Toliver	\$0.00

Curtis	Tomberlin	\$0.00
Carole	Tomberlin	\$0.00
Carolyn	Tomlinson	\$0.00
Jonathan	Toney	\$0.00
Acordie	Towns	\$0.00
Linda	Townsend	\$0.00
Gary	Troup	\$0.00
John	Trout	\$0.00
Richard	Trowell	\$0.00
Angela	Tucker	\$0.00
Betty	Turner	\$0.00
Daniel	Turner	\$0.00
Leisa	Turner	\$0.00
Evelyn	Turner	\$0.00
Robert	Tuttle	\$0.00
Matthew	Tuttle	\$0.00
Thomas	Tuttle	\$0.00
Judy	Tuttle	\$0.00
Demie	Tuttle	\$0.00
Terri	Tuttle	\$0.00
Ronald	Tyler	\$0.00
James	Underwood	\$0.00
Vicki	Ursrey	\$0.00

Brett	Valy	\$0.00
Allen	Vanhousen	\$0.00
Patrick	Vann	\$0.00
Marion	Vann	\$0.00
Lester	Vann	\$0.00
Ronnie	Vann	\$0.00
Yesinia	Varnadoc	\$0.00
Richard	Varnadoc	\$0.00
Cindy	Varnadore	\$0.00
Tony	Varnadore	\$0.00
Roger	Varnadore	\$0.00
Trisha	Veal	\$0.00
Dora	Velazquez	\$0.00
Meho	Velic	\$0.00
Owen	Virgin	\$0.00
Samleung	Vorachack	\$0.00
Eugene	Wade	\$0.00
Laron	Walker	\$0.00
Lowery	Walker	\$0.00
Waddie	Walker	\$0.00
Patricia	Walker	\$0.00
Christopher	Walker	\$0.00
Steve	Walker	\$0.00

Katherine	Walker	\$0.00
Frank	Wallace	\$0.00
Joe	Wallace	\$0.00
Marilyn	Wallace	\$0.00
Christopher	Waller	\$0.00
Sherry	Walsh	\$0.00
Danny	Walsh	\$0.00
Zackrus	Walton	\$0.00
Alfred	Ward	\$0.00
Martha	Warren	\$0.00
Mary	Warren	\$0.00
Larry	Washington	\$0.00
Kelvin	Washington	\$0.00
Odell	Washington	\$0.00
G	Washington	\$0.00
Theodore	Waters	\$0.00
Derek	Watkins	\$0.00
Erica	Watson	\$0.00
Michael	Watson	\$0.00
Norma	Watt	\$0.00
Chris	Watts	\$0.00
Tony	Watts	\$0.00
Michelle	Watts	\$0.00

Barbara	Watts	\$0.00
Latoya	Way	\$0.00
Jacqueline	Way	\$0.00
Brenda	Weaver	\$0.00
Jeffery	Weaver	\$0.00
James	Webb	\$0.00
Mary	Webb	\$0.00
James	Webb	\$0.00
Bonnie	Webb	\$0.00
Steve	Webb	\$0.00
Romona	Wells	\$0.00
Judy	West	\$0.00
Mark	West	\$0.00
Walter	Westberry	\$0.00
Amanda	Westberry	\$0.00
Jeremy	Westfall	\$0.00
Robert	Whiddon	\$0.00
Charles	Whitaker	\$0.00
Warrena	Whitaker	\$0.00
Roger	White	\$0.00
Keith	White	\$0.00
Kerry	White	\$0.00
Charles	White	\$0.00

David	Whitis	\$0.00
Don	Whitley	\$0.00
Nana	Whitley	\$0.00
Glen	Whitley	\$0.00
Freddy	Whitt	\$0.00
Eric	Whittington	\$0.00
Charles	Widner	\$0.00
Beverly	Wilbanks	\$0.00
Jeremy	Wilbanks	\$0.00
Arthur	Wilcox	\$0.00
Eddie	Wilcox	\$0.00
Donald	Wilcox	\$0.00
Vincent	Wilcox	\$0.00
Thaddeus	Wilcox	\$0.00
Eddie	Wilcox	\$0.00
Benton	Wilcox	\$0.00
John	Wilkerson	\$0.00
Darrell	Wilkerson	\$0.00
Kathy	Wilkes	\$0.00
Tonya	Wilkes	\$0.00
Maria	Wilkey	\$0.00
Charles	Wilkinson	\$0.00
Brian	Willhoit	\$0.00

Anthony	Williams	\$0.00
Johnny	Williams	\$0.00
Morris	Williams	\$0.00
Frank	Williams	\$0.00
Harvest	Williams	\$0.00
Vangelina	Williams	\$0.00
Wendell	Williams	\$0.00
Joseph	Williams	\$0.00
Lula	Williams	\$0.00
Kay	Williams	\$0.00
Carl	Williams	\$0.00
Thomas	Williams	\$0.00
Sharon	Williams	\$0.00
Linda	Williams	\$0.00
Patricia	Williams	\$0.00
Edwin	Williams	\$0.00
Johnny	Williams	\$0.00
Mary	Williams	\$0.00
Jacqueline	Williams	\$0.00
Jackson	Williams	\$0.00
Fred	Williams	\$0.00
Annie	Williams	\$0.00
Fred	Williams	\$0.00

Bernard	Williams	\$0.00
John	Williamson	\$0.00
Timmy	Williford	\$0.00
Geneva	Willingham	\$0.00
Timothy	Willis	\$0.00
Ricky	Wilson	\$0.00
Marylee	Wilson	\$0.00
Shawn	Wilson	\$0.00
Mark	Wilson	\$0.00
Kenneth	Wimberley	\$0.00
Jacky	Wimpey	\$0.00
Lonnie	Wimpy	\$0.00
Paul	Windhorst	\$0.00
William	Winser	\$0.00
Samantha	Winston	\$0.00
Arthur	Winters	\$0.00
Zane	Wise	\$0.00
Linda	Wofford	\$0.00
Lisa	Wolf	\$0.00
Joyce	Wolfe	\$0.00
Patrick	Womack	\$0.00
Jared	Wommack	\$0.00
Richard	Wood	\$0.00

Jack	Wood	\$0.00
Raymond	Wood	\$0.00
Pennie	Wood	\$0.00
Rose	Wood	\$0.00
Stevie	Wooten	\$0.00
Melvin	Wooten	\$0.00
Arthur	Wooten	\$0.00
Farley	Wooten	\$0.00
Kenneth	Worthington	\$0.00
Homer	Wright	\$0.00
Vivian	Wright	\$0.00
Willie	Wright	\$0.00
James	Wright	\$0.00
Jeffery	Wright	\$0.00
Hubert	Wynn	\$0.00
Khamhenang	Xairavong	\$0.00
Mike	Xairavong	\$0.00
Michael	Yandle	\$0.00
Shanika	Yates	\$0.00
Frances	Yawn	\$0.00
Tony	Yawn	\$0.00
Carroll	Yawn	\$0.00
Jesse	Yearta	\$0.00

Danny	York	\$0.00
Joyce	Young	\$0.00
Yaroslav	Zubkov	\$0.00

B. All confidentiality agreements signed by employees, officers and other personnel of Sellers relating to special projects, including those set forth on the following tables:¹

Project 1:

Name	Cure Amount
Bill Dawson	\$0.00
Larry English	\$0.00
Brian Sparks	\$0.00
Derek Bass	\$0.00
Doug Hope	\$0.00
Kevin Poole	\$0.00

Project 2:

Name	Cure Amount
Hal N Brady	\$0.00
Elizabeth Brubaker	\$0.00
Nathan Burns	\$0.00
Nidia Elswick	\$0.00

¹ Due to the competitively sensitive nature of the projects, the names of and purposes of these projects are not listed herein.

Judy Freeman	\$0.00
Karl Hebert	\$0.00
Bettina Johnson	\$0.00
Amy Kidwell	\$0.00
Leff Lewis	\$0.00
Mike Malone	\$0.00
Lee McCarter	\$0.00
Hugh McClain	\$0.00
Robert	
McDonough	\$0.00
Jeannie Nichols	\$0.00
Jennifer Peters	\$0.00
Susan Pilcher	\$0.00
Art Southerlin	\$0.00
Stanley Spraker	\$0.00
Eric Whittington	\$0.00
Yaroslav Zubkov	\$0.00
Protor Allen	\$0.00
Keith Beddingfield	\$0.00
Kaye Brown	\$0.00
Lynn Brown	\$0.00
Debra Cherry	\$0.00
Michael Coffin	\$0.00
Linke Combs	\$0.00
Joe Dana	\$0.00
Jimmy Davls	\$0.00
Jose Del Valle	\$0.00
Denise Dickinson	\$0.00
Diana Dye	\$0.00
Randy Eaker	\$0.00
Kimberly Greene	\$0.00

Kitty Hays	\$0.00
Greg Smith	\$0.00
Jule Smith	\$0.00
Bob Tlumak	\$0.00
Jeff Seay	\$0.00
Carol Keith	\$0.00

Project 3:

Name	Cure Amount
Randy Powell	\$0.00
Jack Kerr	\$0.00
Linda Wofford	\$0.00
Kurt Davis	\$0.00
Timmy Bennett	\$0.00
Terry Hughes	\$0.00
Eddie McCarty	\$0.00
Noah Nichols	\$0.00
Steven Parman	\$0.00
Steve Thaxton	\$0.00
Charlie Stiner	\$0.00
Derek Bass	\$0.00
Edmund	\$0.00
Merchlinsky	\$0.00
Jeff Adams	\$0.00
Mark Bradford	\$0.00
Kevin Poole	\$0.00
Nathanirl Banes	\$0.00
Mary Dillard	\$0.00
Judy Freeman	\$0.00

Woody McGee	\$0.00
Karl Hebert	\$0.00
Art Southerlin	\$0.00
Carol Keith	\$0.00
Martin T. de Vries	\$0.00
Eric Whittington	\$0.00
Hugh McClain	\$0.00
Richard Franks	\$0.00
Stan Brant	\$0.00
Victoria Shoupe	\$0.00
Miki Collins	\$0.00

Project 4:

Name	Cure Amount
Kirk Smith	\$0.00
Kam Lui	\$0.00
Kevin Ray	\$0.00
Philippe Combier	\$0.00
Joe Robinson	\$0.00
Brittany Garner	\$0.00
James T. Roberts	\$0.00
Anthony Newsome	\$0.00
Lorena Lucas	\$0.00
Horrace Sutton	\$0.00
Rich Norris	\$0.00
Cephus Turner	\$0.00
Lee Branch	\$0.00
Homer Wright	\$0.00
Larry Courson	\$0.00

James Bates	\$0.00
Tony Vanadore	\$0.00
Kurt Davis	\$0.00
Ed Merchlinsky	\$0.00
Richard Franks	\$0.00
Bob Tlumak	\$0.00
Steven Wright	\$0.00
Jerry Culbertson	\$0.00
Rene Marchand	\$0.00
Andy Sebastian	\$0.00
Marshall Mathis	\$0.00
Robert Rowell	\$0.00
Debbie Marguardt	\$0.00
Jamie Welborne	\$0.00
Vicky Shoupe	\$0.00
Charla Hodges	\$0.00
Karl Herbert	\$0.00
Kaye Brown	\$0.00
Judith Mulcay	\$0.00
Hugh Gardner	\$0.00
Stanley Butler	\$0.00
Art Southerlin	\$0.00
Charles Anderson	\$0.00
E.Don Smith	\$0.00
Bill Edwards	\$0.00
Carl Labbe	\$0.00
Tom Baker	\$0.00
Noah Nichols	\$0.00
Brandy Croy	\$0.00
Matt Rich	\$0.00
Steve Thaxton	\$0.00

Derek Bass	\$0.00
Lee McCarter	\$0.00
Eric Whittington	\$0.00
Mike Coffin	\$0.00
Greg Smith	\$0.00
Joe Dana	\$0.00
Mac Bridger	\$0.00
Terry Hughes	\$0.00
Steve Battocchio	\$0.00
Dale Johnson	\$0.00
Mike Watson	\$0.00
Tom Borders	\$0.00
Linke Combs	\$0.00
Andy Ellis	\$0.00
Mike Vinison	\$0.00
George Myers	\$0.00
Ray Maddox	\$0.00
Ann Harrell	\$0.00
Rick Moon	\$0.00
Donnis Southworth	\$0.00
Mary Dillard	\$0.00
Jane Askew	\$0.00
Judy Freeman	\$0.00
Walter (Buck) Westberry	\$0.00
Russell Browning	\$0.00
Bill Bumstead	\$0.00
Don Mercer	\$0.00
Leonard Chill	\$0.00
Steven Parman	\$0.00
Wilbur Breedlove	\$0.00
Willie Tobler	\$0.00

Andrew Goethie	\$0.00
Billy Henry	\$0.00
Carl Williams	\$0.00
Conyers Hayes	\$0.00
Jessee Newell	\$0.00
Randy Cannon	\$0.00
Gary Troup	\$0.00
Thaddeus Wilcox	\$0.00
Sam McLean	\$0.00
Dwain Carter	\$0.00
Buddy Smith	\$0.00
Amos Cash	\$0.00
Brenda Hall	\$0.00
Denise Baucon	\$0.00
David Hughes	\$0.00
Arthur Sims	\$0.00
Sherman Sellers	\$0.00
Gene Stone	\$0.00
Woodrow Stuckey	\$0.00
Cecil Griffin	\$0.00
Bill Hesters	\$0.00
George McLean	\$0.00
Grady Sharpe	\$0.00
Eddie Joe Floyd	\$0.00
John C. Thornton	\$0.00
Hunter Nelson	\$0.00
William C. Oehmig	\$0.00
Gene Stoever	\$0.00
Kent Wallace	\$0.00
Scott Lovingood	\$0.00
Dennis Watson	\$0.00

Jeff Diggle	\$0.00
Theo Stroot	\$0.00
Klaue Eissing	\$0.00
Heinz Homoele	\$0.00
Michel Jansen	\$0.00
Bruce Johns	\$0.00
Stan Brant	\$0.00
Kitty Hays	\$0.00
Suzanne Sheppard	\$0.00
David Raines	\$0.00
Kevin Pool	\$0.00
Patrick Brannen	\$0.00
Randy Powell	\$0.00
Mark Bradford	\$0.00
Tony Yawn	\$0.00
James Stevenson	\$0.00
Kerry White	\$0.00
Shelia Cook	\$0.00
Herbert Stokes	\$0.00
Aaron Clements	\$0.00
Aaron Hicks	\$0.00
Albert Killi	\$0.00
Alonzo Edwards	\$0.00
Anthony Hayes	\$0.00
Bane Courson	\$0.00
Bobbie Joyce	\$0.00
Brian Laroche	\$0.00
Cahrls Jones	\$0.00
Chris Griffin	\$0.00
Clint Brantley	\$0.00
Danny Ray	\$0.00

Darrell Hand	\$0.00
Davis Hughes	\$0.00
David Butler	\$0.00
Dewayne Harris	\$0.00
Donald Wilcox	\$0.00
Donald Jarrell	\$0.00
Elizabeth Brown	\$0.00
Eloy Hernandez	\$0.00
Eric Hall	\$0.00
Ernesto Henriques	\$0.00
Eugene Stone	\$0.00
Eugene Sellers	\$0.00
Frank Givens	\$0.00
Frank Edwards	\$0.00
Gary Smith	\$0.00
George Shipes	\$0.00
Glynn Rentz	\$0.00
Herbert Stokes	\$0.00
James Eady	\$0.00
James Smith	\$0.00
James Lewis	\$0.00
Joe Henry	\$0.00
Johnnie Tippins	\$0.00
Johnnie Sneed	\$0.00
Joseph Gruber	\$0.00
Judy Morris	\$0.00
Kay Balkcom	\$0.00
Keith Johnson	\$0.00
Kenneth Morris	\$0.00
Larry Boatright	\$0.00
Linda Rowe	\$0.00

Luke Arnold	\$0.00
Maxine Carter	\$0.00
Norman Brantley	\$0.00
Orlandia Fairson	\$0.00
Patrick Vann	\$0.00
Ralph Pace	\$0.00
Randy Hamm	\$0.00
Romanski Conaway	\$0.00
Roy Anderson	\$0.00
Rubin Carter	\$0.00
Samuel McLean	\$0.00
Sarah Sharpe	\$0.00
Scott McMillian	\$0.00
Shaun Carter	\$0.00
Steve McKeever	\$0.00
Terrell Corley	\$0.00
Thomas Williams	\$0.00
Timothy Geothie	\$0.00
Tyrone Goodrich	\$0.00
Vincent Wilcox	\$0.00
Wendell Crosby	\$0.00
Wesley Lee	\$0.00
William Hester	\$0.00
Willie Clemons	\$0.00
Winfred Robinson	\$0.00
Yesinia Varnadoe	\$0.00
Woody McGee	\$0.00
Tracey Johnston	\$0.00
Gerry Dull	\$0.00
Ronnie Cosby	\$0.00
Calvin Clinton	\$0.00

Stanley McCoy	\$0.00
Charles Kenny	\$0.00
Kennith Nails	\$0.00
Wayne Thornton	\$0.00
Willis Burch	\$0.00
Danny Walsh	\$0.00
Antonia McMillian	\$0.00
Minnie Pace	\$0.00
Carroll Yawn	\$0.00
Ronald Beecher	\$0.00
Sherry Smith	\$0.00
Roger Varnadore	\$0.00
Richard Varnadore	\$0.00
Robert Robernolt	\$0.00
Donnie Ricketson	\$0.00
Rodney King	\$0.00
Jerry Flynn	\$0.00
Acordie Towns	\$0.00
Mary Eason	\$0.00
Melissa Smith	\$0.00
Ray Schroeder	\$0.00
Sherry Walsh	\$0.00
Sam Fisher	\$0.00
Leisa Turner	\$0.00
Matt Ruehlmann	\$0.00
Brian Sparks	\$0.00
Linda Wofford	\$0.00
Jack Kerr	\$0.00
Brooks Hester	\$0.00
Mathew Daniels	\$0.00
Tommy Stanley	\$0.00

Bobby McEachin	\$0.00
Preston King	\$0.00
John Bohannon	\$0.00

Project 5:

Name	Cure Amount
Derek Bass	\$0.00
E Don Smith	\$0.00
Kam Lui	\$0.00
Philippe Combier	\$0.00
Judith Mulcay	\$0.00
Mary Dillard	\$0.00
Mike Coffin	\$0.00
Greg Smith	\$0.00
Deron Austin	\$0.00
Tom Baker	\$0.00
Lorena Lucas	\$0.00
Anthony Newsom	\$0.00
James Roberts	\$0.00
Judy Freeman	\$0.00
Jane Askew	\$0.00
Carla Hodges	\$0.00
Joe Dana	\$0.00
Mac Bridger	\$0.00
Lee McCarter	\$0.00
Hugh C gardner	\$0.00
Steve Parman	\$0.00
Victoria Shoupe	\$0.00
Miki Collins	\$0.00

Debbie Marquardt	\$0.00
Eddie McCarty	\$0.00
Gary Hand	\$0.00
Walter Westberry	\$0.00
Shelly Paddock	\$0.00
Richard Griner	\$0.00
Kevin Ray	\$0.00
Bonnie Hand	\$0.00
Tim Smith	\$0.00
Josh Phillips	\$0.00
Barbara Williams	\$0.00
Debra Cherry	\$0.00
Kurt Davis	\$0.00

Project 6:

Name	Cure Amount
Woody McGee	\$0.00
Lee McCarter	\$0.00
Stan Brant	\$0.00
Randy Powell	\$0.00
Tom Borders	\$0.00
Rick Moon	\$0.00
Derek Bass	\$0.00
Richard Franks	\$0.00
Hugh Gardner	\$0.00

Project 7:

Name	Cure Amount
	100

Alan Sutton	\$0.00
Andrew Brown	\$0.00
Beth Maney	\$0.00
Bettina Johnson	\$0.00
Bob Annett	\$0.00
Bob McDonough	\$0.00
Bob Tlumak	\$0.00
Brad Brady	\$0.00
Brad Cooley	\$0.00
Brian Sparks	\$0.00
Charla Hodges	\$0.00
Dennis Hogan	\$0.00
Derek Bass	\$0.00
Deron Austin	\$0.00
Diana Dye	\$0.00
Donnis Southworth	\$0.00
E. Don Smith	\$0.00
Ed Merchlinsky	\$0.00
Eric Whittington	\$0.00
Gene Bledsoe	\$0.00
Greg Smith	\$0.00
Hollis Skipper	\$0.00
Hugh McClain	\$0.00
Jamie Welborn	\$0.00
Jane Askew	\$0.00
Jeff Diggle	\$0.00
Jeff Krupcale	\$0.00
Joao Panceri	\$0.00
Joe Robinson	\$0.00
John Hammel	\$0.00
Judy Freeman	\$0.00

Keith Beddingfield	\$0.00
Kelly Bishop	\$0.00
Kelly Stephens	\$0.00
Ken Smith	\$0.00
Kevin Ray	\$0.00
Kurt Davis	\$0.00
Lee Pierce	\$0.00
Linke Combs	\$0.00
Mary Dillard	\$0.00
Matt Rich	\$0.00
Michael Carter	\$0.00
Michael Jansen	\$0.00
Noah Nichols	\$0.00
Paul O'Malley	\$0.00
Renita Anderson	\$0.00
Richard Franks	\$0.00
Ron Rooks	\$0.00
Ron Sutton	\$0.00
Rotricia Coley	\$0.00
Rusty Winters	\$0.00
Ryan Jennissen	\$0.00
Sandy Stewart	\$0.00
Scott Lovingood	\$0.00
Scott Manning	\$0.00
Steve Battocchio	\$0.00
Terry Hughes	\$0.00
Theo Stroot	\$0.00
Tom Borders	\$0.00
Klaus Eissing	\$0.00
Heinz Homoele	\$0.00
Alan Berry	\$0.00

Melissia Chastney	\$0.00
Karl Hebert	\$0.00
Martin Kennedy	\$0.00
Mark hardek	\$0.00
Lisa Cash	\$0.00
Alica Soto	\$0.00
Rui Dorighello	\$0.00

Project 8:

Name	Cure Amount
Davis Lee	\$0.00
Andy Sebastian	\$0.00
Kim Seivers	\$0.00
David Raines	\$0.00
Larry English	\$0.00
Sid Weiser	\$0.00
Kevin Poole	\$0.00

Project 9:

Name	Cure Amount
Jack Kerr	\$0.00
Richard Franks	\$0.00
Randy Powell	\$0.00
Ann Harrell	\$0.00
Kirk Smith	\$0.00
Tom Borders	\$0.00
Rick Moon	\$0.00
Bill Bumstead	\$0.00

Judy Freeman	\$0.00
Mary Dillard	\$0.00
Woody McGee	\$0.00
Derek Bass	\$0.00
Ed Merchlinsky	\$0.00
Kurt Davis	\$0.00
Bettina Johnson	\$0.00
Brad Brady	\$0.00
Eric Whittington	\$0.00
Jeff Lewis	\$0.00
Mark Bradford	\$0.00
Jeff Adams	\$0.00
Charlie Stiner	\$0.00
Kevin Poole	\$0.00
Steve Parman	\$0.00
Noah Nichols	\$0.00
Steve Thaxton	\$0.00
Eddie MCCarty	\$0.00
Timmy Bennett	\$0.00
Nathaniel Barnes	\$0.00
Terry Hughes	\$0.00

Project 10:

Name	Cure Amount
Proctor Allen	\$0.00
Lynn Brown	\$0.00
Ricky Harper	\$0.00
Greg Smith	\$0.00

Project 11:

Name	Cure Amount
Procter Allen	\$0.00
Stan Brant	\$0.00
Larry English	\$0.00
Greg Rapp	\$0.00
Mark Reynolds	\$0.00
Greg Smith	\$0.00
Michael Stamp	\$0.00
Kent Snyder	\$0.00
Kent Trapnell	\$0.00

Project 12:

Name	Cure Amount
Clifton	\$0.00
Christopher	
Charlie Stiner	\$0.00
Don Powell	\$0.00
Bill Bandy	\$0.00
Mark Reynolds	\$0.00
Davis Lee	\$0.00
Joe Robinson	\$0.00
Jule Smith	\$0.00
Michael Stamp	\$0.00
Hugh McClain	\$0.00
Stan Brant	\$0.00
Steve Battocchio	\$0.00
Randy Powell	\$0.00
Keith Beddingfield	\$0.00
Bob Tlumak	\$0.00

Greg Rapp \$0.00
Greg Smith \$0.00
Preston Kin \$0.00

C. The agreements set forth in the following table:

Company Name	Type of agreement	Effective Date	Term (Yr)	Expiration Date	Cure Amount
Advanced Fiber Engineering LLC	CDA	5/30/2006	3	5/30/2009	\$0.00
AE Industrial	CDA	5/19/2008	3	5/19/2011	\$0.00
Alden Research Laboratory Inc	CDA	8/27/2007	3	8/27/2010	\$0.00
Americhem	CDA	11/12/2002	10	11/12/2012	\$0.00
Anci	CDA	8/8/2007	3	8/8/2010	\$0.00
Asselin - Thibeau	CDA	12/5/2007	3	12/5/2010	\$0.00
Atlas Carpet Mills	CDA	7/23/2007	3	7/23/2010	\$0.00
Attitude Technology	CDA	12/27/2007	3	12/27/2010	\$0.00
Attitude Technology	Addendum & Retain Schedule	1/1/2008	0.3	1/1/2011	\$0.00
Bassell Polyolefins	CLUA	7/10/2003	10	7/10/2013	\$0.00
Beaulieu	CDA	9/26/2007	3	9/26/2009	\$0.00
Beaulieu Canada	CDA	3/11/2008	3	3/11/2010	\$0.00
Bentley Prince Street	CDA	7/22/2008	3	7/22/2011	\$0.00
Blue Ridge Carpets	CDA	5/7/2008	3	5/7/2011	\$0.00
Burtco Enterprises	CDA	7/23/2007	3	7/23/2010	\$0.00
C & L Marketing	CDA	8/20/2007	3	8/20/2010	\$0.00
C S & S Filtration	CDA	10/25/2007	3	10/25/2010	\$0.00
Cal Poly	CDA	7/26/2007	3	7/26/2010	\$0.00
Carbtex	CA	12/20/2004	5	12/20/2009	\$0.00
Card Monroe	CDA	3/3/2007	3	3/3/2010	\$0.00
Card Monroe - (Mongoose Related)	CDA	7/23/2007	3	7/23/2010	\$0.00
Catoosa Resources LLC	CDA	6/17/2008	3	6/17/2011	\$0.00
Cavalier Bremworth New Zealand	CDA	10/28/2008	3	10/28/2011	\$0.00
CLBA Corporation	Proprietary Disc. Agmnt	1/7/2008	2	1/7/2010	\$0.00
Clariant Corporation - Winchester VA	CDA	4/9/2007	5	4/9/2012	\$0.00

Company Name	Type of agreement	Effective Date	Term (Yr)	Expiration Date	Cure Amount
Clipay	CDA	1/29/2007	5	1/29/2012	\$0.00
Clipay	CDA	9/5/2007	3	9/5/2009	\$0.00
Crosible Inc	CDA	7/31/2007	3	7/31/2010	\$0.00
Customer Diagnostics Inc.	CDA	5/25/2006	3	5/25/2009	\$0.00
Cycle-Tex	CDA	8/12/2008	2	8/12/2011	\$0.00
Dixie Group	CDA with Insert	10/31/2007	3	10/31/2010	\$0.00
Duraban International	CDA	4/26/2007	3	4/26/2010	\$0.00
Dynamic Modifiers	CDA	7/25/2007	3	7/25/2010	\$0.00
Earthscapes - David Ramsey	CDA	3/19/2007	3	3/19/2010	\$0.00
Ecosynthetix Inc	CDA	10/8/2007	3	10/8/2010	\$0.00
Erosion Tech Inc re: CSU flume testing	CDA	4/10/2007	3	4/10/2010	\$0.00
Erosion Tech Inc. (Project CDA)	CDA	4/10/2007	3	4/10/2010	\$0.00
Expancel Inc	CDA	4/16/2007	3	4/16/2010	\$0.00
Fluor Enterprises Inc	CDA	9/13/2007	3	9/13/2010	\$0.00
Ford trimble & Associates	CDA	8/21/2007	3	8/21/2010	\$0.00
Geo Synthetics Inc	CDA	7/19/2007	3	7/19/2010	\$0.00
Goulston	CDA	9/19/2005	5	9/19/2010	\$0.00
Goulston	CDA	5/3/2007	3	5/3/2010	\$0.00
Grace, W.R. Co	CDA	3/13/2007	5	3/13/2012	\$0.00
Grace, W.R. Co	CDA	10/20/2006	4	10/20/2010	\$0.00
Graniteville Speciality Fabrics	CDA	6/1/2007	3	6/1/2010	\$0.00
GSE	CDA	6/7/2006	3	6/7/2009	\$0.00
Gulistan Carpet Mills	CDA	7/23/2007	3	7/23/2010	\$0.00
Hanes Industries	CDA	2/26/2008	3	2/26/2011	\$0.00
Hollyoke Machine Company	CDA	6/23/2008	3	6/23/2011	\$0.00
Honeywell Nylon	NDA	3/4/2007	3	3/4/2010	\$0.00
ISP Management Company	CDA	11/29/2006	3	11/29/2009	\$0.00
IIMAK (Int'l Imaging Materials Inc)	CDA	2/24/2007	3	2/24/2010	\$0.00
Industrial Air & Mechanical	CDA	5/19/2008	3	5/19/2011	\$0.00
Industrial Strength Marketing Inc	CDA	7/24/2008	3	4/24/2011	\$0.00
Industrial Strength Marketing Inc	Conf. & Non Compete	12/31/2007	3	12/31/2010	\$0.00
INEOS	CDA	3/20/2007	3	3/20/2010	\$0.00

Company Name	Type of agreement	Effective Date	Term (Yr)	Expiration Date	Cure Amount
Innegrity LLC	CDA	6/14/2006	3	6/14/2010	\$0.00
J & J	CDA	10/25/2007	3	10/25/2010	\$0.00
J M Manufacturing	CDA	10/22/2007	3	10/22/2010	\$0.00
J2A Environmental	CDA	1/31/2007	3	1/31/2010	\$0.00
JM Fry Printing Inks	CDA	8/15/2007	3	8/15/2010	\$0.00
JoAnn McAnn NSF International Strategic Reg.	CDA	1/29/2008	3	1/29/2011	\$0.00
John P Walters	CDA	8/1/2001	10	8/1/2011	\$0.00
Kraus	CDA	1/20/2009	3		\$0.00
Krona Fire & Thermal Protection Engineers	CDA	7/22/2002	10	7/22/2012	\$0.00
Lane Leonard	CDA	1/4/2004	5	1/4/2009	\$0.00
Lawson Electric	CDA	5/21/2008	3	5/21/2011	\$0.00
M & G Screen	CDA	7/31/2007	3	7/31/2010	\$0.00
Mannington Carpet Mills	CDA	9/16/2008	3	9/16/2011	\$0.00
Markets Worldwide - Lucy Henner	CDA	5/26/2005	5	5/26/2010	\$0.00
Martin Microscope Co	CDA	9/19/2008	3	9/19/2011	\$0.00
Metabolix	CDA	1/23/2007	3	1/23/2010	\$0.00
Mid South Mattress Co	CDA	8/3/2007	3	8/3/2010	\$0.00
Middle Tennessee State University	CDA	10/5/2006	3	10/5/2009	\$0.00
Milliken & Co.	CDA	1/15/2009	3	1/15/2012	\$0.00
Milliken & Co.	CNAA	8/19/2004	5	8/19/2009	\$0.00
Modern Dispersions	CDA	3/27/2007	3	3/27/2010	\$0.00
Mohawk	CDA	4/24/2008	3	4/24/2011	\$0.00
Monahan/SFI	CDA	6/13/2007	3	6/13/2010	\$0.00
Muejlststein - Ravago Americas	CDA	6/17/2008	3	6/17/2011	\$0.00
Multichem	CDA	5/28/2008	3	5/28/2011	\$0.00
NC State	MRA	1/31/2006	4	1/31/2010	\$0.00
Nexcel Synthetic Surfaces, LLC	CDA	9/3/2008	5	9/3/2013	\$0.00
Orbis Corporation	CDA	8/17/2006	3	8/17/2010	\$0.00
Pactiv	CDA	10/31/2006	3	10/31/2009	\$0.00
Paul Jensen-Precision Applications	CDA	11/4/2006	3	11/4/2009	\$0.00
Peach State Labs	CDA	3/14/2007	3	3/14/2010	\$0.00

Company Name	Type of agreement	Effective Date	Term (Yr)	Expiration Date	Cure Amount
Peter Bohlander	CDA	9/24/2007	3	9/24/2010	\$0.00
Piedmont Chemical Industries LLC	CDA	5/24/2007	3	5/24/2010	\$0.00
Polychem	CDA	5/28/2008	3	5/28/2011	\$0.00
Polymer Fiber Eng	CDA	11/4/2006	3	11/4/2009	\$0.00
Polymers Flint Hill Resources	CDA	5/8/2008	3	5/8/2011	\$0.00
PPG Industries	CDA	11/9/2006	3	11/9/2009	\$0.00
Precision Applications					\$0.00
Preco Inc.	CDA	4/25/2006	3	4/25/2009	\$0.00
Process Control Corp	CDA	5/19/2008	3	5/19/2011	\$0.00
Quality Machine & Fabrication	CDA	8/1/2008	3	8/1/2011	\$0.00
Raven Industries, Inc.	CDA	4/22/2007	3	4/22/2010	\$0.00
Sandy Rudd	CDA	12/3/2004	5	12/3/2009	\$0.00
Sealy Inc.	BCA	6/10/2005	5	6/10/2010	\$0.00
Shakespeare Monofilament	CDA	5/3/2007	3	5/3/2010	\$0.00
Shell Chemical LP	CDA	3/30/2006	3	3/30/2009	\$0.00
Signal Mountain Machine	CDA	8/21/2007	3	8/21/2010	\$0.00
Southern Polymers Inc	CDA	5/21/2008	3	5/21/2011	\$0.00
Standex Engraving	CDA	9/7/2007	3	9/7/2010	\$0.00
Standridge Color	CDA	8/6/07	3	8/6/2010	\$0.00
Superior Packaging Corporation	CDA	1/26/2009	2	1/26/2011	\$0.00
Tandus	CDA	8/20/2008	3	8/20/2011	\$0.00
Tapis Venture	CDA	12/22/2008	3	12/22/2011	\$0.00
Teems Eletric	CDA	5/19/2008	3	5/19/2011	\$0.00
Tencata	CDA	10/26/2007	3	10/26/2010	\$0.00
Textile Rubber	CNDA	4/5/2005	5	4/5/2010	\$0.00
The Technology Group	CDA	6/27/2007	3	6/27/2010	\$0.00
TigerSports - dba TigerTurf	CDA	3/15/2007	3	3/15/2010	\$0.00
Total Petrochemicals	CDA	6/22/2005	5	6/22/2010	\$0.00
TRI Environmental	CDA	7/23/2007	3	7/23/2010	\$0.00
UC Davis	MCA	1/3/2007	5	1/3/2012	\$0.00
UC Davis	MCA	1/29/2007	3	1/29/2010	\$0.00
University of Virginia	CDA	9/28/2007	3	9/28/2010	\$0.00

Company Name	Type of agreement	Effective Date	Term (Yr)	Expiration Date	Cure Amount
Work Associates	CDA	7/19/2007	3	7/19/2010	\$0.00
Xymid LLC	CDA	1/10/2008	3	1/10/2011	\$0.00

Schedule 2.1(a)(xi)
Employee Benefit Plans

<u>Plan Name</u>	<u>Description</u>	<u>Plan Sponsor</u>	<u>Type of Plan</u>	<u>Plan Number</u>	<u>Type of Benefit Provided</u>	<u>Status</u>
Propex Inc. 401(k) Savings Plan	Pre-tax contributory plan with a company match of .50/1 up to 6%	Propex Inc	Qualified 401(k) Plan	002	Pre-tax Defined Contribution Plan	Active
Propex Inc. Group Welfare Plan ²	Pre-tax Section 125 Plan providing medical and prescription drug coverage	Propex Inc	Medical ASO	501	80/20 structure with deductible and co-pay. Two election choices - Core and Buyup	Active
Propex Inc. Dental Plan	Pre-tax contributory fully insured plan	Propex Inc/Metlife	Dental Insured	Policy # 117545-1-G	80/20 structure with deductible and co-pay	Active
Propex Inc. Vision Plan	Pre-tax contributory fully insured plan	Propex Inc/VSP	Vision Insured	Policy # 12249458	Cost share structure	Active
Group Short Term Disability Plan	Non-contributory plan	Propex Inc/Cigna	Short Term Disability Insured	Policy # FLK960183	\$125 per week payment during disability. Insured through Cigna	Active
Group Supplemental Short Term Disability Plan	Employee contributory Plan	Propex Inc/Cigna	Short Term Disability Insured	Policy # FLK960183	\$100 per week payment during disability. Insured through Cigna; 60% of base salary for non-exempt. This includes the basic STD.	Active
Group Long Term Disability Plan	Employer provided Plan	Propex Inc/Cigna	Long Term Disability Insured	Policy # FLK960111	60% of base salary replacement income to age 65 or end of disability	Active
Executives Supplemental Long Term Disability Plan	Employer contributory Plan	Propex Inc./Unum	Long Term Disability Insured	Individual Policy	75% of base salary replacement income to age 65 or end of disability	Active
Group Basic Life Plan	Employer provided Plan	Propex Inc	Life Policy/Plan	Policy #	One times annual salary (max of \$50,000)	Active
Group Accidental Death and Dismemberment Plan	Employer provided Plan	Propex Inc	AD&D Policy/Plan	Policy # OK 961438	Two times annual salary or partial payment for	Active

² For the avoidance of doubt, Purchasers shall not assume any liability or obligation to provide post-termination welfare benefits, including without limitation, retiree medical and life benefits, to any current or former employees or their spouses or covered dependents, other than with respect to the five retirees currently receiving health coverage under the terms of the Group Welfare Plan, with such retirees' continued coverage subject to the Company's continued reservation of the right to amend or terminate such retiree medical coverage at any time

<u>Plan Name</u>	<u>Description</u>	<u>Plan Sponsor</u>	<u>Type of Plan</u>	<u>Plan Number</u>	<u>Type of Benefit Provided</u>	<u>Status</u>
					dismemberment; max of \$50,000	
Group Blanket Accidental Death Plan	Employer provided Plan	Propex Inc	OAD Policy/Plan	Policy # ABL 961455	Three times annual salary for on the job death or dismemberment (partial).	Active
Severance Pay Plan for Hourly Teammates of Propex, Inc.	Employer provided Plan	Propex Inc	Severance Plan	N/A	For complete plant shut down, employees receive eight weeks paid severance.	Active
Severance Pay Plan for Salaried Teammates of Propex, Inc.	Employer provided Plan	Propex Inc	Severance Plan	N/A	For any type of reduction in force, employees receive one week of pay for every year of service up to 26 weeks (which includes years of service for SI Concrete Systems and SI Geosolutions Corporation).	Active

Schedule 2.1(a)(xvi)
Leasehold Improvements

Doc. Date	Amount	Asset Description	Serial #	Location
11/29/2007	\$ 2,619.20	Smoke Detection System	18638	Headquarters Lee Hwy., Chattanooga
11/29/2007	\$ 9,150.00	Security System	18636	Headquarters Lee Hwy., Chattanooga
11/29/2007	\$ 21,905.00	Access Control HW and SW	18635	Headquarters Lee Hwy., Chattanooga

Schedule 2.2(a)(iii)
Excluded Owned Real Property

None.

Schedule 2.2(a)(iv)
Excluded Facility Leases

Lease Agreement with respect to the warehouse located at Hatten Still Road, Hazlehurst,
GA 31539, Lenox River Farms LLC as landlord (Bassford Warehouse #1).

Schedule 2.2(a)(v)
Excluded Equipment Leases

None.

Schedule 2.2(a)(vi)
Excluded Contracts

1. All employment offer letters or agreements and severance or termination agreements to which W. Michael Coffin is a party, including without limitation, employment offer letter from Propex, Inc. to W. Michael Coffin, dated November 1, 2006 and employee termination agreement between W. Michael Coffin and Propex, Inc., dated September 28, 2007.
2. All employment offer letters or agreements and severance or termination agreements to which Joseph Dana is a party, including without limitation, employment offer letter from Propex, Inc. to Joseph Dana, dated November 1, 2006 and employee termination agreement between Joseph Dana and Propex, Inc., dated March 17, 2008.
3. All employment offer letters or agreements and severance or termination agreements to which Hal Payne is a party.
4. Employment agreement by and between Woody McGee and Propex Inc., dated as of March 17, 2008.
5. Consulting Agreement and Fee Schedule, dated as of June 18, 2007, by and between the Company and Dripowder, Inc.
6. Consulting Agreement, dated as of December 1, 2007, by and between the Company and William M. Edwards Enterprises, LLC.
7. Consulting Agreement, dated as of March 6, 2007, by and between the Company and William M. Edwards Enterprises, LLC.
8. Memorandum of Understanding, dated January 22, 2006, by and between the Company and Simpler Consulting, Inc.
9. Stock Purchase Agreement, dated as of October 4, 2004, by and between the Company and BP Amoco Chemical Holding Company.
10. Stock Purchase Agreement, dated as of December 30, 2005, by and among the Company, SI Concrete Systems and SI Geosolutions Corporation, as amended January 30, 2006.
11. Asset Purchase Agreement, dated as of March 1, 2006, by and between the Company and Aladdin Manufacturing Corporation, as amended April 3, 2006.
12. Asset Purchase Agreement, dated as of June 4, 2008, by and between the Company and Lumite, Inc. (for the avoidance of doubt, that certain Secured Promissory Note, dated as of June 30, 2008, executed by Lumite, Inc. payable to the Company, is not included on this Schedule 2.2(a)(vi) and such Secured Promissory Note shall be an Acquired Asset).
13. Employment agreement by and between Jeff Krupcale and Propex Inc., dated as of November 12, 2001.

14. Employment agreement by and between Kirk Smith and Propex Inc., dated as of February 26, 2002.
15. Employment agreement by and between Terry Hughes and Propex Inc., dated as of October 29, 2007.
16. Employment agreement by and between Kurt Davis and Propex Inc., dated as of November 15, 2004.
17. Employment agreement by and between Ed Merchlinsky and Propex Inc., dated as of November 15, 2004.
18. Assumption Agreement³ by and between National Union Fire Insurance Company of Pittsburgh, PA. (on behalf of itself and all its affiliates) and Propex, Inc., dated as November 24, 2008.

³ Pursuant to Section 2.9 of the Agreement, Purchasers may seek pre-Closing or post-Closing assumption and assignment of this agreement.

Schedule 2.2(a)(vii)
Excluded Employee Benefit Plans

1. Propex Inc. Cash Balance Retirement Plan
2. Propex Inc. Cash Value Retirement Plan
3. Propex Inc. Supplemental Savings Plan
4. All bonus and incentive plans, including without limitation:
 - (i) Propex Holdings Inc. Cash Incentive Bonus Plan
 - (ii) Propex Employee Incentive Plan, including the rank and file bonus program and the key employee incentive program
5. Any liability or obligation to provide post-termination welfare benefits, including without limitation, retiree medical and life benefits, to any current or former employees or their spouses or covered dependents, other than with respect to the five retirees currently receiving health coverage under the terms of the group health plan, with such retirees' continued coverage subject to the Company's continued reservation of the right to amend or terminate such retiree medical coverage at any time.

Schedule 2.2(a)(xi)
Excluded Leasehold Improvements

None.

Schedule 2.2(a)(xiii)
Other Excluded Property

1. The real property located at 325 Smith Industrial Boulevard, Dalton, Georgia.
2. The real property located at 2100 Atlanta Highway, Gainesville, Georgia.
3. The real property located at 309 Lafayette Road, Chickamauga, Georgia.
4. The real property located at 1515 North County Line Road, Alto, Georgia. (for the avoidance of doubt, that certain Secured Promissory Note, dated as of June 30, 2008, executed by Lumite, Inc. payable to the Company, is not included on this Schedule 2.2(a)(xiii) and such Secured Promissory Note shall be an Acquired Asset).
5. The real property located at 231 9th Street Lane, SE, Hickory, North Carolina.
6. The real property located at 1026 Lafayette Highway, Roanoke, Alabama.
7. The real property located at 355 W. Chestnut Street, Genesee, Idaho.
8. The real property located at 260 The Bluffs, Austell, Georgia.
9. Jack Goins Waste Oil Site, 801 15th Street, N.E., Cleveland, TN 37311
10. Synthetic Industries, 309 Lafayette Road, Chickamauga, Georgia.
11. The Old City Landfill Site in Hazlehurst, Georgia.
12. The Old Hazlehurst Solid Waste Disposal Site in Hazlehurst, Georgia.
13. The ITL/Cook Site in Hazlehurst, Georgia.
14. Patchogue Lace Mill, 225 West Main Street, Patchogue, New York.
15. Amoco Fabrics and Fibers, 1245 Atlantic Avenue, Rocky Mount, North Carolina.
16. Amoco Fabrics, 1201 Richard Street, Salisbury, North Carolina 27801.
17. Amoco Fabrics and Fibers, Route 151, Afton, Virginia 22920.
18. Amoco Fabrics and Fibers, State Highway 6, Nellysford, Virginia 22920.
19. Amoco Fabrics and Fibers, 11 Front Street, Spartanburg, South Carolina 29301.
20. Synthetic Industries, 1 Mill Road, Spartanburg, South Carolina, 29301.

Schedule 2.3(a)(i)
Cure Amounts of Assumed Executory Contracts

Please refer to the cure amounts set forth on Schedule 2.1(a)(x).

Schedule 2.8(a)(i)
Designated Remaining Leases

None.

Schedule 2.8(a)(ii)
Designated Remaining Executory Contracts

None.

Schedule 3.5
Letters of Credit

None.

Schedule 5.1
Organization; Standing

None.

Schedule 5.2
Subsidiaries

ENTITY NAME	JURISDICTION OF ORGANIZATION	DIRECTORS	OFFICERS	OFFICER TITLE/POSITION HELD	STOCK OR OTHER EQUITY AUTHORIZED/OUTSTANDING
Propex Inc.	Delaware, USA	William C. Oehmig Hunter Nelson Richard D. Paterson Gene G. Stoever	Woody M. McGee William S. Brant Jr. Martin T. de Vries Bettina Johnson	President/Chief Executive Officer Executive Vice President/Chief Operating Officer Executive Vice President/Chief Financial Officer/Treasurer Corporate Controller/Secretary	10 shares common stock held by Propex Holdings, Inc.
Propex Fabrics International Holdings I ("Holdings I")	Delaware, USA	Theo W. Stroot J.A. Panceri	William S. Brant, Jr. Martin T. de Vries Bettina Johnson	President Vice President/Treasurer/Secretary Attorney-in-Fact	100 shares common stock held by Propex Inc.
Propex Fabrics International Holdings II ("Holdings II")	Delaware USA	Theo W. Stroot J.A. Panceri	William S. Brant, Jr. Martin T. de Vries Bettina Johnson	President Vice President/Treasurer/Secretary Attorney-in-Fact	100 shares common stock held by Propex Inc.
Propex Concrete Systems Corporation	Delaware, USA	William C. Oehmig Hunter Nelson Richard Paterson Gene Stoever	Woody M. McGee William S. Brant, Jr. Martin T. de Vries Bettina Johnson	President & Chief Executive Officer Executive Vice President/Chief Operating Officer Executive Vice President/Chief Financial Officer/Treasurer Corporate Controller/Secretary	100 shares common stock held by Propex Inc.
Propex do Brasil Ltda.	Curitiba, Parana, Brazil	Joao Casilo	J.A. Panceri Joao Casilo	General Officer/General Manager Officer	24,233,792 quotas authorized; 1 quota held by Propex Fabrics International Holdings II Inc. and all other quotas held by Propex Inc.
Propex Fabrics GmbH	Germany	Theo W. Stroot (Managing Director)	Dieter H. Graeve D. Latacz	Director Finance HR Manager	Shares in the aggregate amount of 1,100,000 held by Holdings I

ENTITY NAME	JURISDICTION OF ORGANIZATION	DIRECTORS	OFFICERS	OFFICER TITLE/POSITION HELD	STOCK OR OTHER EQUITY AUTHORIZED/OUTSTANDING
Propex Fabrics de Mexico, S.A. de C.V.	Mexico	William S. Brant, Jr. Edmund Merchlinsky Martin T. de Vries Richard Franks (Alt.) Hugh McClain (Alt.) *Charla Hodges (Alt.) G.G. Ruiz (Managing Director) *working to remove	William S. Brant, Jr. Martin T. de Vries *Charla Hodges Bettina Johnson Joaquin Alonso Rafael Maya Jorge Hernandez *working to remove	President Vice President/Treasurer/Secretary Vice President/General Director Assistant Treasurer Assistant Secretary Examiner (Principal) Examiner (Alternate)	49,999 fixed Series B shares held by Holdings I and 1 fixed Series B common share held by Holdings II
Propex Fabrics Servicios, S.A. de C.V.	Mexico	William S. Brant, Jr. Edmund Merchlinsky Martin T. de Vries Richard Franks (Alt.) Hugh McClain (Alt.) *Charla Hodges (Alt.) *working to remove	William S. Brant, Jr. Martin T. de Vries *Charla Hodges Bettina Johnson Joaquin Alonso Rafael Maya Jorge Hernandez *working to remove	President Vice President/Treasurer/Secretary Vice President/General Director Assistant Treasurer Assistant Secretary Examiner (Principal) Examiner (Alternate)	49,999 fixed Series B and 70,000 variable Series B common shares held by Holdings I and 1 fixed Series B common share held by Holdings II
Propex Fabrics Magyarorszag Termelő Korlatolt Felelősségű	Hungary	Friedel J. Hessling (Managing Director)	Dieter H. Graeve Janos Haraszti Theo W. Stroot	Supervisory Board Supervisory Board Supervisory Board	881,500,000 capital quota held by Propex Inc., 2,900,000 capital quota held by Holdings I, and 100,000 capital quota held by Holdings II

ENTITY NAME	JURISDICTION OF ORGANIZATION	DIRECTORS	OFFICERS	OFFICER TITLE/POSITION HELD	STOCK OR OTHER EQUITY AUTHORIZED/OUTSTANDING
Tarsagag		*Lee McCarter (Managing Director) *working to remove			
Propex Concrete Systems Ltd	United Kingdom	Ken Smith (Managing Director) Woody M. McGee (Director)	Martin T. de Vries	Secretary	100,000 ordinary shares held by Propex Concrete Systems Corporation
Propex Concrete Systems Ltd, Australia	United Kingdom	Ken Smith (Managing Director)	Andrew Limb	Secretary	2 ordinary shares held by Propex Concrete Systems Ltd.

Schedule 5.4
No Conflicts or Violations

None.

Schedule 5.5
Financial Statements and Related Matters

Propex Inc.
(formerly Propex Fabrics Inc.)
Consolidating Balance Sheets
(In Millions)
For the Year Ended December 30, 2007

	Propex Holding Inc.		Consolidated Domestic	Consolidated Foreign	Eliminations	Consolidated Total
Assets:						
Current assets:						
Cash and cash equivalents	\$ 1.5	\$	16.3	\$	(1.5)	\$ 31.2
Restricted cash	-		-	0.7	-	0.7
Accounts receivable, net	-		92.9	35.8	(40.4)	88.3
Inventories, net	-		89.6	38.5	-	128.1
Deferred income taxes	-		8.2	0.5	-	8.7
Prepaid expenses and other current assets	-		15.6	4.2	-	19.8
Assets held for sale	-		7.4	-	-	7.4
Total current assets	1.5		230.0	94.6	(41.9)	284.2
Other assets:						
Goodwill	-		-	-	-	-
Intangible assets, net	-		18.5	0.7	-	19.2
Deferred income taxes	1.1		-	-	(1.1)	-
Investment in Subsidiaries	25.1		350.3	-	(375.4)	-
Intercompany Notes Receivable	-		32.1	-	(32.1)	-
Other non-current assets	-		1.0	4.7	-	5.7
Property, plant and equipment, net	26.2		401.9	5.4	(408.6)	24.9
Total assets	-		164.7	61.2	-	225.9
	\$ 27.7	\$	796.6	\$ 161.2	\$ (450.5)	\$ 535.0
Liabilities and stockholders' equity:						

	December 30, 2007	December 31, 2006
Assets:		
Current assets:		
Cash and cash equivalents	\$ 31.2	\$ 56.9
Restricted cash	0.7	0.9
Accounts receivable, net	88.3	86.4
Inventories, net	128.1	102.5
Deferred income taxes	8.7	9.6
Prepaid expenses and other current assets	19.8	8.2
Assets held for sale	7.4	12.6
Total current assets	284.2	277.1
Other assets:		
Goodwill	-	37.1
Intangible assets, net	19.2	34.5
Deferred income taxes	-	6.2
Other non-current assets	5.7	15.4
Property, plant and equipment, net	24.9	93.2
Total assets	225.9	240.0
	\$ 535.0	\$ 610.3
Liabilities and stockholders' equity:		
Current liabilities:		
Accounts payable	45.3	\$ 25.2
Accrued liabilities	18.1	21.0
Current portion of debt and accrued interest	378.7	37.0
Restructuring and other similar costs	1.3	2.1
Other current liabilities	2.8	2.6
Total current liabilities	446.2	87.9
Non Current liabilities:		
Debt, less current portion	-	357.8
Deferred income taxes	11.3	2.5
Accrued pension and other postretirement benefit liabilities	51.0	49.8
Other non-current liabilities	1.4	1.1

Total non current liabilities	63.7	411.2
Stockholders' equity:		
Common stock (10 authorized and 10 issued and outstanding at December 30, 2007.)	-	-
Paid in capital	98.8	97.1
Retained earnings (deficit)	(90.6)	9.7
Accumulated other comprehensive income	16.9	4.4
Total stockholders' equity	25.1	111.2
Total liabilities and stockholders' equity	\$ 535.0	\$ 610.3

Propex Inc.
(formerly Propex Fabrics Inc.)
Consolidated Statements of Income
(In Millions)

	Audited Year ended December 30, 2007	Audited Year ended December 31, 2006	Audited Year ended December 31, 2005
Net revenue	\$ 674.5	\$ 742.8	\$ 655.5
Cost of sales	572.4	616.2	547.7
Gross profit	102.1	126.6	107.8
Operating expenses:			
Selling, general and administrative	93.1	103.1	60.2
In-process research and development	-	3.7	-
Pension curtailment (gain), net of settlement loss	1.3	(1.0)	(6.0)

Restructuring and similar costs	2.1	13.5	1.3
Impairment of goodwill	24.8	-	-
Impairment of other intangibles	6.7	-	-
Impairment of property, plant and equipment	5.0	9.8	5.9
Gain from sale of operating facilities	(0.1)	(44.5)	-
Operating income (loss)	(30.8)	42.0	46.4
Other (income) expense	(0.4)	0.3	0.3
Income (loss) before interest and income taxes	(30.4)	41.7	46.1
Interest expense, net	35.0	38.2	21.9
Income (loss) before income taxes	(65.4)	3.5	24.2
Income tax provision (Note 13)	34.9	1.7	10.2
Net income (loss)	\$ (100.3)	\$ 1.8	\$ 14.0

Propex Inc.
(formerly Propex Fabrics Inc.)
Consolidated Statements of Cash Flows
(In Millions)

	Audited Year ended December 30, 2007	Audited Year ended December 31, 2006	Audited Year ended December 31, 2005
Cash flows from operating activities			
Net income (loss)	\$ (100.3)	\$ 1.8	\$ 14.0
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	30.6	30.2	19.8

Non-cash interest on debt	2.6	9.1	1.7
Stock-based compensation	0.8	0.7	-
In-process research and development charges	-	3.7	-
(Gain)/loss on dispositions of property, plant and equipment	0.7	(43.9)	-
Impairment of property, plant and equipment	5.0	9.8	5.9
Impairment of goodwill	24.8	-	-
Impairment of other intangibles	6.7	-	-
Pension and postretirement benefit costs	1.9	3.3	1.5
Pension curtailment, net of settlement loss and special termination expenses	1.3	(1.0)	(6.0)
Deferred income taxes	15.9	1.6	9.0
Changes in operating assets and liabilities:			
Decrease (increase) in accounts receivable, net	2.1	34.0	(2.1)
Decrease (increase) in inventories, net	(22.1)	36.4	(5.4)
Decrease (increase) in prepaid expense and other assets	11.9	4.8	(1.4)
(Decrease) increase in accounts payable	19.0	(34.1)	12.8
(Decrease) increase in accrued and other liabilities	(11.1)	(18.1)	(1.5)
Net cash provided by (used in) operating activities	(10.2)	38.3	48.3
Cash flows from investing activities			
Capital expenditures	(9.5)	(12.0)	(7.9)
Proceeds from sale of property, plant and equipment	5.9	73.0	-
Acquisition of business, net of cash acquired	-	(229.6)	-
Net cash used in investing activities	(3.6)	(168.6)	(7.9)
Cash flows from financing activities			
Activity With Affiliates	-	(5.1)	-
Proceeds from revolving credit facility	20.0	310.0	-
Payments of long-term debt principal	(33.4)	(175.3)	(5.5)
Dividends from unconsolidated parent	-	(0.9)	(0.5)
Net cash provided by (used in) financing activities	(13.4)	128.7	(6.0)
Effect of changes in foreign exchange rates on cash and cash equivalents	1.5	1.0	(0.2)
Change in cash and cash equivalents	(25.7)	(0.6)	34.2
Cash and cash equivalents – Beginning of period	56.9	57.5	23.3

Cash and cash equivalents – End of period

\$	31.2	\$	56.9	\$	57.5

CONDENSED CONSOLIDATED FINANCIAL STATEMENT

Propex Inc.
Condensed Consolidated Balance Sheet
(In \$ Millions)
(Unaudited)
For the Year Ended December 28, 2008

	Propex Holding Inc.	Consolidated Domestic	Consolidated Foreign	Eliminations	Consolidated Total
Assets:					
Current assets:					
Cash and cash equivalents	\$ -	\$ 50.4	\$ 7.9	\$ -	\$ 58.3
Restricted cash	-	-	0.6	-	0.6
Accounts receivable	1.5	55.9	31.1	(33.6)	54.9
Inventories, net	-	44.2	35.5	-	79.7
Deferred income taxes	-	8.2	0.5	-	8.7
Prepaid expenses and other current assets	-	15.2	3.0	-	18.2
Assets held for sale	-	6.2	-	-	6.2
Total current assets	1.5	180.1	78.6	(33.6)	226.6
Other assets:					
Goodwill	-	-	-	-	-
Intangible assets, net	-	15.6	0.4	-	16.0
Deferred income taxes	1.2	-	-	(1.2)	-
Investment in Subsidiaries	(106.9)	362.1	-	(255.2)	-

Intercompany Notes Receivable	-	11.2	-	(11.2)	-
Other assets	-	2.9	4.1	-	7.0
Property, plant and equipment, net	-	138.4	52.3	-	190.7
Total assets	\$ (104.2)	\$ 710.3	\$ 135.4	\$ (301.2)	\$ 440.3
Liabilities and stockholder's equity:					
Current liabilities:					
<i>Pre-Petition</i>					
Accounts payable	\$ -	8.0	-	\$ -	8.0
Accrued liabilities	-	1.0	-	-	1.0
Current portion of debt and accrued interest	33.8	382.2	-	(33.8)	382.2
Accrued pension obligations	-	-	-	-	-
Restructuring and other similar costs	-	0.7	-	-	0.7
Other current liabilities	-	0.3	-	-	0.3
<i>Post-Petition</i>					
Accounts payable	-	35.6	9.2	(32.1)	12.7
Accrued liabilities	-	8.7	6.6	-	15.3
Current portion of debt and accrued interest	-	37.6	-	-	37.6
Accrued pension obligations	-	-	-	-	-
Restructuring and other similar costs	-	-	0.8	-	0.8
Other current liabilities	-	-	0.9	-	0.9
Total current liabilities	33.8	474.1	17.5	(65.9)	459.5
Non Current liabilities:					
<i>Pre-Petition</i>					
Accrued pension and other postretirement benefit liabilities	-	16.5	-	-	16.5
Other non-current liabilities	-	-	-	-	-
<i>Post-Petition</i>					
Intercompany Notes Payable	-	7.4	3.8	(11.2)	-
Debt, less current portion	-	-	-	-	-
Deferred income taxes	-	8.2	3.1	-	11.3
Accrued pension and other postretirement benefit liabilities	-	-	26.6	-	26.6

Other non-current liabilities	-	0.8	1.3	-	2.1
Total non current liabilities	-	32.9	34.8	(11.2)	56.5
Total stockholder's equity					
Common Stock	-	0.1	5.0	(5.1)	-
Paid In Capital	71.4	323.5	31.2	(329.7)	96.4
Accumulated Other Comprehensive income (loss)					
Retained Earnings - Prior Year	-	(1.1)	(4.0)	-	(5.1)
Retained Earnings - Current Year	(209.2)	(33.7)	47.6	110.5	(84.8)
	(0.2)	(85.5)	3.3	0.2	(82.2)
Total stockholder's equity	(138.0)	203.3	83.1	(224.1)	(75.7)
Total liabilities and stockholder's equity	\$ (104.2)	\$ 710.3	\$ 135.4	\$ (301.2)	\$ 440.3

2008 FINANCIAL STATEMENTS ARE PRELIMINARY AND UNAUDITED AND EXCLUDE THE FOLLOWING ITEMS: (TAX, 144 ANALYSIS, LCM FINALIZATION, AND PENSION ACCOUNTING). THE STATEMENTS MAY BE SUBJECT TO YEAR-END AUDIT ADJUSTMENTS.

Propex Inc.
(formerly Propex Fabrics Inc.)
Consolidated Balance Sheets

(In Millions)

	<i>Un-Audited</i> December 28, 2008	Audited December 30, 2007
Assets:		
Current assets:		
Cash and cash equivalents	\$ 58.3	\$ 31.2
Restricted cash	0.6	0.7
Accounts receivable, net	54.9	88.3
Inventories, net	79.7	128.1
Deferred income taxes	8.7	8.7
Prepaid expenses and other current assets	18.2	19.8
Assets held for sale	6.2	7.4
Total current assets	226.6	284.2
Other assets:		
Goodwill	-	-
Intangible assets, net	16.0	19.2
Deferred income taxes	-	-
Other non-current assets	7.0	5.7
Property, plant and equipment, net	23.0	24.9
Total assets	190.7	225.9
	\$ 440.3	\$ 535.0
Liabilities and stockholders' equity:		
Current liabilities:		
<i>Pre-Petition</i>		
Accounts payable	8.0	\$ -
Accrued liabilities	1.0	-
Current portion of debt and accrued interest	382.2	-
Restructuring and other similar costs	0.7	-
Other current liabilities	0.3	-
<i>Post-Petition</i>		
Accounts payable	12.7	45.3
Accrued liabilities	15.3	18.1
	140	

Current portion of debt and accrued interest	37.6	378.7
Restructuring and other similar costs	0.8	1.3
Other current liabilities	0.9	2.8
Total current liabilities	459.5	446.2
Non Current liabilities:		
<i>Pre-Petition</i>		
Accrued pension and other postretirement benefit liabilities	16.5	-
Debt, less current portion	-	-
Deferred income taxes	11.3	11.3
Accrued pension and other postretirement benefit liabilities	26.6	51.0
Other non-current liabilities	2.1	1.4
Total non current liabilities	56.5	63.7
Stockholders' equity:		
Common stock (10 authorized and 10 issued and outstanding at December 30, 2007.)	-	-
Paid in capital	96.4	98.8
Retained earnings (deficit)	(167.0)	(90.6)
Accumulated other comprehensive income	(5.1)	16.9
Total stockholders' equity	(75.7)	25.1
Total liabilities and stockholders' equity	\$ 440.3	\$ 535.0

2008 FINANCIAL STATEMENTS ARE PRELIMINARY AND UNAUDITED AND EXCLUDE THE FOLLOWING ITEMS: (TAX, 144 ANALYSIS, LCM FINALIZATION, AND PENSION ACCOUNTING). THE STATEMENTS MAY BE SUBJECT TO YEAR-END AUDIT ADJUSTMENTS.

Propex Inc.
(formerly Propex Fabrics Inc.)
Consolidated Statements of Income
(In Millions)

	<i>Un-Audited</i> Year ended December 28, 2008	Audited Year ended December 30, 2007	Audited Year ended December 31, 2006
Net revenue	\$ 590.3	\$ 674.5	\$ 742.8
Cost of sales	551.2	572.4	616.2
Gross profit	39.1	102.1	126.6
Operating expenses:			
Selling, general and administrative	67.5	93.1	103.1
In-process research and development	-	-	3.7
Pension curtailment (gain), net of settlement loss	0.5	1.3	(1.0)
Restructuring and similar costs	23.4	2.1	13.5
Impairment of goodwill	-	24.8	-
Impairment of other intangibles	-	6.7	-
Impairment of property, plant and equipment	1.2	5.0	9.8
Gain from sale of operating facilities	-	(0.1)	(44.5)
Operating income (loss)	(53.5)	(30.8)	42.0
Other (income) expense	0.6	(0.4)	0.3
Income (loss) before interest and income taxes	(54.1)	(30.4)	41.7
Interest expense, net	25.7	35.0	38.2
Income (loss) before income taxes	(79.8)	(65.4)	3.5
Income tax provision (Note 13)	2.4	34.9	1.7
Net income (loss)	\$ (82.2)	\$ (100.3)	\$ 1.8

2008 FINANCIAL STATEMENTS ARE PRELIMINARY AND UNAUDITED AND EXCLUDE THE FOLLOWING ITEMS: (TAX, 144 ANALYSIS, LCM FINALIZATION, AND PENSION ACCOUNTING). THE STATEMENTS MAY BE SUBJECT TO YEAR-END AUDIT ADJUSTMENTS.

Propex Inc.

(formerly Propex Fabrics Inc.)
Consolidated Statements of Cash Flows
(In Millions)

	<i>Un-Audited</i> Year ended December 28, 2008	<i>Audited</i> Year ended December 30, 2007	<i>Audited</i> Year ended December 31, 2006
Cash flows from operating activities			
Net income (loss)	\$ (82.2)	\$ (100.3)	\$ 1.8
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	26.6	30.6	30.2
Non-cash interest on debt	(0.7)	2.6	9.1
Stock-based compensation	0.1	0.8	0.7
In-process research and development charges	-	-	3.7
(Gain)/loss on dispositions of property, plant and equipment	11.4	0.7	(43.9)
Impairment of property, plant and equipment	1.2	5.0	9.8
Impairment of goodwill	-	24.8	-
Impairment of other intangibles	-	6.7	-
Pension and postretirement benefit costs	(1.9)	1.9	3.3
Pension curtailment, net of settlement loss and special termination expenses	-	1.3	(1.0)
Deferred income taxes	-	15.9	1.6
Changes in operating assets and liabilities:			
Decrease (increase) in accounts receivable, net	23.2	2.1	34.0
Decrease (increase) in inventories, net	40.6	(22.1)	36.4
Decrease (increase) in prepaid expense and other assets	(2.1)	11.9	4.8
(Decrease) increase in accounts payable	(18.7)	19.0	(34.1)
(Decrease) increase in accrued and other liabilities	2.8	(11.1)	(18.1)
Net cash provided by (used in) operating activities	0.3	(10.2)	38.3
Cash flows from investing activities			
Capital expenditures	(7.8)	(9.5)	(12.0)
Proceeds from sale of property, plant and equipment	0.1	5.9	73.0

Acquisition of business, net of cash acquired	-	-	(229.6)
Net cash used in investing activities	(7.7)	(3.6)	(168.6)
Cash flows from financing activities			
Activity With Affiliates	1.2	-	(5.1)
Proceeds from revolving credit facility	36.9	20.0	310.0
Payments of long-term debt principal	(2.8)	(33.4)	(175.3)
Dividends from unconsolidated parent	1.5	-	(0.9)
Net cash provided by (used in) financing activities	36.8	(13.4)	128.7
Effect of changes in foreign exchange rates on cash and cash equivalents	(2.3)	1.5	1.0
Change in cash and cash equivalents	27.1	(25.7)	(0.6)
Cash and cash equivalents – Beginning of period	31.2	56.9	57.5
Cash and cash equivalents – End of period	\$ 58.3	\$ 31.2	\$ 56.9

2008 FINANCIAL STATEMENTS ARE PRELIMINARY AND UNAUDITED AND EXCLUDE THE FOLLOWING ITEMS: (TAX, 144 ANALYSIS, LCM FINALIZATION, AND PENSION ACCOUNTING). THE STATEMENTS MAY BE SUBJECT TO YEAR-END AUDIT ADJUSTMENTS.

Due to their voluminous nature, the notes related to the Sellers' Consolidated Financial Statements for the years ended December 30, 2007, December 31, 2006 and December 31, 2005 have not been included herein, but were provided by the Sellers to Purchasers on or before March 2, 2009.

Foreign Debt

AFFC Mexico Holdings, S.A. de C.V., the predecessor in interest to Propex Fabrics de Mexico, S.A. de C.V., entered into that certain Intercompany Promissory Note with Propex Fabrics International Holdings I Inc., dated December 1, 2004, in the amount of \$11,999,000.00. To date, the balance owing from Propex Fabrics de Mexico, S.A. de C.V. to Propex Fabrics International Holdings I Inc. is \$3,800,000.00.

Schedule 5.19 lists intracompany transactions involving the Foreign Subsidiaries and amounts of those transactions that may qualify as Foreign Debt.

Schedule 5.5(c)
Material Contractual Obligations of Foreign Subsidiaries

See Schedule 5.9(a)(ii).

Schedule 5.5(e)
Inventory Exceptions

Sellers

<u>Consignment Inventory</u>						
<u>Inv Value (USD)</u>	<u>Warehouse</u>	<u>Name</u>	<u>Street</u>	<u>City</u>	<u>State/Prov.</u>	<u>Postal Code</u>
181,658.04	Industrial Fabrics, Inc.		510 O'NEAL LANE	Baton Rouge	LA	70819
1,126.08	GMT Inc.		5134 PAYSHERE CIRCLE	Chicago	IL	60674
1,794.75	E&T Converters		3551 Corporate Drive	Dalton	GA	30721
21,507.68	Incide Technologies, Inc.		50 NORTH 41ST AVE.	Phoenix	AZ	85009
38,502.49	JMW, Inc.		124 Coahulla Creek Road	Dalton	GA	30722
2,615.60	Monahan SFI, LLC.		202 North Oak Street	ARCOLA	IL	61910
5,310.47	Monahan SFI, LLC.		3046 Case Street	ARCOLA	IL	61911
31,567.10	Materials Management, Inc.		205 Pine Road	Piedmont	SC	29642
284,082.21						
<u>Inventory subject to Bailment (3rd party warehouses)</u>						
<u>Inv Value (USD)</u>	<u>Warehouse</u>	<u>Name</u>	<u>Street</u>	<u>City</u>	<u>State/Prov.</u>	<u>Postal Code</u>
168,290.40	3010 CHR Ontario, CA	NDC	1991 S Cucamonga Avenue	Ontario	CA	91761
291,283.19	3020 CHR Phoenix, AZ	Inside Arizona	4480 N 43rd Avenue, Suite A-3	Phoenix	AZ	85031
123,272.52	3040 CHR Adams Reload, CO	Adam Reload	6720 Franklin St.	Denver	CO	80229
34,779.79	3050 CHR Delanco, NJ	Distributec	2700 Burlington Avenue	Delanco	NJ	08075
413,641.49	3060 CHR Bensenville, IL	NDC	600 Eagle Drive	Bensenville	IL	60106
94,666.20	3110 CHR Renton, WA	United Warehouses	801 SW 16th Street	Renton	WA	98055
43,043.49	3200 MDS Supply	Madden Construction	820 9th Street N	Great Falls	MT	59401
256,544.58	3700 Santa Fe Springs	Appleton Papers	5491 E. Philadelphia Street	Ontario	CA	91761
279,987.82	3150 Canada Steel Ontario	Dominion Warehousing	1296 Martin Grove Road	Toronto	ON	M9W 4X3
196,874.99	3170 Canada Steel Quebec	Dominion Warehousing	1695-55th Avenue	Dorval	QC	H9P 2W3
87,245.87	3180 CHR - Calgary	MTE Logistix	4461 54th Avenue S E	Calgary	AB	T2C 3A8

60,709.33	3210 CHR - Annacis Island	MTE Logistix Pacific	927 Derwent Way, Unit 2000	Annacis Island, Delta	BC	V3M 5R4
2,050,339.66						

Schedule 5.5(d)
Accounts Receivable Exceptions

Sellers

There are no additional reserves required for accounts receivable beyond the 2008 year-end accrual.

*As a note, Other Current Assets included in the Schedule 5.5 (Consolidated Balance Sheets) does include non-trade related receivable for AF&Y for the lease of space at the Bainbridge facility of \$74,508 at the end of December.

*As a note, Other Current Assets included in the Schedule 5.5 (Consolidated Balance Sheets) includes a \$700,000 receivable from Lumite, and Other Long-Term Assets includes a \$1,400,000 receivable from Lumite resulting from the sale of the Yonah facility in July 2008.

Foreign Subsidiaries

Propex Fabrics de Mexico SA de CV

Accounts Receivable Reserve 2008-December

Receivable Reserve General	37,344	US\$
Specific Items		
-Rafytek	23,404	
	23,404	
Total Receivable Reserve	60,748	US\$

Propex do Brasil Ltda

Customers Debts Negotiation

Data Base: 19/02/2009

Customer	Date	Value Negotiated	Number of Installments	Installment Value	Total	First Due Date	Final Due Date
Guaru Bag Containers Flexiveis Ltda	22/12/2006	R\$ 725,440.16	90	R\$ 8,000.00	R\$ 720,000.00	10/02/2007	19/07/2009
			1	R\$ 5,440.16	R\$ 5,440.16	29/07/2009	29/07/2009
Erica Margarida Hensel Behling M.E.	11/06/2008	R\$ 187,200.00	18	R\$ 4,200.00	R\$ 75,600.00	21/07/2008	21/12/2009
			18	R\$ 6,200.00	R\$ 111,600.00	21/01/2010	21/06/2011
Fresal Embalagens Ltda	25/09/2008	R\$ 944,661.36	3	R\$ 50,000.00	R\$ 150,000.00	20/10/2008	20/12/2008
			6	R\$ 132,443.56	R\$ 794,661.36	20/01/2009	20/06/2009

BBM - Big Bag de Minas Ltda	15/10/2008	R\$ 1,452,000.00	20	R\$ 72,600.00	R\$ 1,452,000.00	15/11/2008	27/08/2009
Fujibag Industria Comercio Acabamento Ltda	31/08/2007	R\$ 435,221.47	1	R\$ 64,080.00	R\$ 64,080.00	02/10/2007	02/10/2007
			1	R\$ 49,080.00	R\$ 49,080.00	30/10/2007	30/10/2007
			1	R\$ 42,933.60	R\$ 42,933.60	18/12/2007	18/12/2007
			47	R\$ 5,815.16	R\$ 273,312.52	25/05/2008	25/03/2012
			1	R\$ 5,815.35	R\$ 5,815.35	25/04/2012	25/04/2012
Big Bag Pinheiro	10/04/2008	R\$ 813,918.69	9	R\$ 90,435.41	R\$ 813,918.69	20/04/2008	20/12/2008
Contenflex do Nordeste Ltda	19/01/2009	R\$ 1,938,109.40	10	R\$ 193,810.94	R\$ 1,938,109.40	18/02/2009	19/05/2009

Schedule 5.6(a)
Title to Assets

Bainbridge, Georgia Lease to American Fibers & Yarns Company

Pursuant to the Bankruptcy Court's Order, Propex Inc. leases certain real property to American Fibers & Yarns Company ("AF&Y") at a manufacturing plant owned by Propex Inc. in Bainbridge, Georgia. AF&Y has until April 21, 2009, to continue possession of the real property, after which time AF&Y must surrender possession of the property. Propex has two agreements with AF&Y: (i) a Lease Agreement (the rent is \$1/year), and (ii) an expense sharing agreement. The later agreement was amended, and the Propex Bankruptcy Court approved the amended agreement.

Propex Patent (US #6,550,362)

Propex Patent (US #6,550,362) involving methods for dispensing pre-measured quantities of fibers into a mixing apparatus for the purpose of reinforcing cementations materials is licensed to NV Bekaert SA, a Belgium corporation.

Lankhurst Indutech bv Patent Licenses

Propex licenses several patents and patent applications, all of which involve electrical conductive tape and fabrics, to Lankhurst Indutech bv, a corporation of the Netherlands

Schedule 5.7(a)
Real Property

Sellers' Real Property

Facility Name	Address	City	State	ZIP	Status	Sq Ft.	Notes
Manufacturing Facilities:							
Chattanooga Facility	4019 Industry Dr	Chattanooga	TN	37416	Owned	126,432	Manufacturing, owned
Bainbridge Facility	1501 Colquitt Hwy	Bainbridge	GA	31717	Owned	775,881	See note below.
Hazlehurst Facility	95 E. Jefferson St.	Hazlehurst	GA	31539	Owned	941,918	
Nashville Facility	1 Nashville Mills Rd, Hwy 129 S.	Nashville	GA	31639	Owned	917,135	
Seneca Facility	3020 Shiloh Road	Seneca	SC	29678	Owned	425,324	Assets held for sale
Distribution Warehouses:							
Dalton DC	1409 Coronet Dr	Dalton	GA	30720	Owned	216,000	Distribution, owned
Shugart Rd DC	821, 835 and 847 Shugart Road	Dalton	GA	30720	Owned	79,594	Assets held for sale

Note: Pursuant to the Bankruptcy Court's Order, Propex Inc. leases certain real property to American Fibers & Yarns Company ("AF&Y") at a manufacturing plant owned by Propex Inc. in Bainbridge, Georgia. AF&Y has until April 21, 2009, to continue possession of the real property, after which time AF&Y must surrender possession of the property. Propex has two agreements with AF&Y: i) a Lease Agreement (the rent is \$1/year), and ii) an expense sharing agreement. The later agreement was amended, and the Propex Bankruptcy Court approved the amended agreement.

Foreign Subsidiaries' Real Property

Propex Fabrics de Mexico, S.A. de C.V. & Propex Fabrics Servicios, S.A. de C.V.

Plant #1 – Carlos Lazo 201, Colonia el Fraile, Matehuala, S.L.P. Mexico 78760; Main Plant, main fabrication processes, extrusion, beaming, weaving, coating, conversion, main offices

Plant #2 – Cuahutemoc 301 pte., Centro, Matehuala, S.L.P., Mexico 78700; Cotton bale conversion, FIBC and furniture fabric slitting, warehousing of steel fibers and cotton bale bags

Building #3 – Warehouse, Cuahutemoc 314 pte., Centro, Matehuala, S.L.P., Mexico 78700; Finished product warehouse. Please note that this property also includes certain adjacent properties with addresses located on the streets of Guerrero, 16 de Septiembre, and Ignacio Ramirez, as further set forth below:

These buildings are covered by the following seven title deeds:

Deed Number	Date	Notary Public	Location
47	February 23, 1996	Mr. Modesto Sánchez, Notary Public No.1 of Matehuala, San Luis Potosí.	Street of Guerrero
38	July 5, 1996	Mr. Modesto Sánchez, Notary Public No.1 of Matehuala, San Luis Potosí.	Street of Guerrero
38165	August 17, 1995	Mr. Roberto Núñez y Bandera, Notary Public No.1 of Mexico City.	Street of Cuauhtémoc
38162	August 16, 1995	Mr. Roberto Núñez y Bandera, Notary Public No.1 of Mexico City.	Street of 16 de Septiembre
38163	August 16, 1995	Mr. Roberto Núñez y Bandera, Notary Public No.1 of Mexico City.	Street of Cuauhtémoc
38161	August 16, 1995	Mr. Roberto Núñez y Bandera, Notary Public No.1 of Mexico City.	Street of Ignacio Ramírez

10	January 17, 1997	Mr. Modesto Sánchez, Notary Public No.1 of Matehuala, San Luis Potosí.	Street of Guerrero

Propex do Brasil Ltda.

REAL ESTATE	LOCALIZATION	CITY/STATE	REGISTRATION NUMBER
PROPEX DO BRASIL PLANT	RUA RODOLPHO HATSCHBACH, 1581, CIDADE INDUSTRIAL DE CURITIBA	CURITIBA/PARANÁ	11332
CONDOMÍNIO EDIFICIO LADY APARTMENT	AVENIDA ATLANTICA, 5020, BLOCO A, APARTAMENTO 31	BALNEÁRIO CAMBORIU / SANTA CATARINA	0059
A PORTION OF LAND HERDEIROS HENRIQUE MEHL	RUA JACOB MACANHAN, 1919	PINHAIS / PARANÁ	00896

Propex Fabrics Magyarország Termelő Korlátolt Felelősségű Társaság

The property of a total of 108.946 Square Meters (130.298 Square Yards) is within an industrial park 5 km from the center of the City of Győr. (see www.ipgyor.hu). Total building size is 41.941 Square Meters (50.161 SQYds). The address is: Gesztenyefa u. 2., H-9027 Győr, Hungary.

Propex Fabrics GmbH

Facility Name	Address	Zip	City	State	Country

Manufacturing Facility and Headquarters							
Propex Fabrics GmbH	Dueppelstrasse 16	48599	Gronau	NRW	Germany		

Schedule 5.7(c)
Facility Leases

Sellers' Facility Leases

Facility Name	Address	City	State	ZIP	Expires	Mo. Cost	Sq Ft.	PO #	Landlord
Corporate Offices:									
Financial Services / Executive Suite	6025 Lee Hwy.	Chattanooga	TN	37421	3/31/2009	\$9,174.75	6,884	3000202	The Raines Group
Planning / Purchasing	Suite 301- 306	Chattanooga	TN	37421	3/31/2009	\$5,970.66	4,992	3000202	The Raines Group
Corporate HR	Suite 401- 402	Chattanooga	TN	37421	3/31/2009	\$3,273.06	2,736	3000202	The Raines Group
Corporate HR	Suite 413 (411 / 413)	Chattanooga	TN	37421	3/31/2009	\$4,200.51	3,512	3000202	The Raines Group
MIS	Suite 414 (415)	Chattanooga	TN	37421	3/31/2009	\$6,166.12	5,152	3000202	The Raines Group
MIS	Suite 415 / 425	Chattanooga	TN	37421	3/31/2009	\$1,367.29	1,140	3000202	The Raines Group
Customer Care / Product Mgt / Sales	Suite 431	Chattanooga	TN	37421	3/31/2009	\$6,105.36	5,142	3000202	The Raines Group
Technical Office:									
Dalton Technical Center Offices	800 College Dr. (formally 500 Holiday Dr.)	Dalton	GA	30720	4/30/2009	\$5,966.28	4,965	3000216	George Haigler
Lease RR Track:									
Rail Car Lease Track	500 Wauhatchie Pike	Chattanooga	TN	37419	Open	\$14,300/yr.		402626	CSX Transportation, Inc.
CSX Land Lease	500 Wauhatchie Pike	Chattanooga	TN	37419	Open	\$1,200/yr	1400		CSX Transportation, Inc.
Railroad Right-of-Way Licenses:									
Overhead bridge right of way		Hazlehurst	GA		Open	\$100/yr.			Norfolk Southern Railway Company
Sewer pipeline right of way		Hazlehurst	GA		Open	\$150/yr.			Norfolk Southern Railway Company
Waterline right of way		Hazlehurst	GA		Open	\$150/yr.			Norfolk Southern Railway Company
Manufacturing Facility and Distribution Warehouse:									
Ringgold Facility	428 Rollins Industrial Blvd.	Ringgold	GA	30736	12/01/2013	No lease	799,500		Catoosa County

Schedule 5.8(a)
Intellectual Property

Sellers

See Exhibit A.

Propex Inc.

propex.net	January 08, 2010
fixsoil.com	February 12, 2010
propexconcretesystems.com	February 28, 2010
novocon.com	April 02, 2010
propexinc.com	April 07, 2010
propexinc.net	April 07, 2010
propexonline.com	April 07, 2010
propexonline.net	April 07, 2010
fabricsl.net	May 30, 2010
sigeosolutions.com	July 13, 2010
fibermesh.com	July 28, 2010
sicorporation.com	August 06, 2010
anchoredreinforcedvegetation.com	August 14, 2010
anchoredreinforcedvegetation.co.uk	August 14, 2010
gatformat.com	August 29, 2010
anchoredreinforcedvegetationsystems.com	September 11, 2010
arvssystem.com	September 11, 2010
reinforcedvegetationsystems.com	September 11, 2010
propexfabrics.com	October 11, 2010
propexfabrics.net	October 11, 2010
sind.com	October 16, 2010
siconcretesystems.com	October 26, 2010
landlok.com	October 29, 2010
fabricsl.com	May 19, 2011
fabricsone.com	May 23, 2011
fabricsandfibers.com	February 28, 2012
curvonline.com	February 19, 2013
geotextile.com	April 28, 2014

Foreign Subsidiaries

Propex Fabrics Magyarország Termelő Korlátolt Felelősségű Tarsaság

Internet domain registrations

propexfabrics.hu

propexfabrics.eu

propexinc.hu

propexinc.eu

Registrar:

Interlink Hosting Kft.
Hungary

Propex do Brasil

Internet Domains & Web Sites

Web Sites	Domain
www.propex.com.br	propex.com.br
	containerflexivel.com.br
	contentorflexivel.com.br
	cortinaavicola.com.br
	groundcover.com.br
	bigbags.com.br
	vitipex.com.br

Propex Concrete Systems Ltd and Propex Concrete Systems Ltd, Australia

Trademarks & Internet Domain Names

Trademarks

FIBREFLOR EU005195102 30 April 2007
SigmaJoint EU004792362 20 November 2006

Domain Names

Renewal Date

www.siconcretesystems.co.uk

04/11/2009

www.sieurope.co.uk

02/10/2009

www.sind.co.uk

24/07/2009

www.Solutions4concrete.co.uk

26/05/2010

www.Solutions4concrete.com

26/05/2010

www.propexinc.co.uk

23/05/2010

www.propexconcretesystems.co.uk

23/05/2010

www.explosivespalling.com

27/04/2010

www.fireresistance.com

28/04/2010

www.fibredesignservices.com	29/04/2010
www.fibermesh.asia	02/03/2010
www.fibermesh.asia.com	28/06/2010
www.novocon.asia	10/03/2010
www.novocon.asia.com	28/06/2010
www.propex.asia	16/06/2010
www.propex.asia.com	10/07/2010
www.propexconcretesystems.asia	16/06/2010
www.propexconcretesystems.asia.com	10/07/2010
www.propexinc.asia	16/06/2010
www.propexinc.asia.com	04/01/2011
www.propexinc.com.au	24/04/2010

There has been an ongoing claim from S&M Consulting of Belgium since 2003 against the company for infringement of a trademark that is being vigorously defended by the company. See Schedule 5.16 for detailed status.

IP Licensed to Third Parties

1. Patent License Agreement between Propex Concrete Systems Corporation and NV Bekaert SA, effective April 30, 2007.
2. Patent License Agreement for Electrically Conductive Tape between Amoco Corporation and Lankhorst Indutech bv, effective October 1, 1988.
3. License Agreement between Propex, Inc. and JRM Engineering Services, LLC, effective June 1, 2007.
4. License Agreement between Propex, Inc. and MFM Building Products Corporation, effective June 1, 2007.
5. Non-Exclusive Licensing Agreement between SI Corporation and Barrier-Bac, Inc., effective November 20, 2003.
6. Joint Development Agreement between Propex Inc. and Owens Corning Science and Technology, LLC, effective November 28, 2007.
7. Letter Agreement between Samsonite Europe NV and Propex Fabrics GmbH, dated March 27, 2008.

Additional Intellectual Property

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class(es)	Status	Current Owner
EX3 ADVANTAGE	U.S.	77/522383 7/15/2008		27	Pending Intent-to-Use	Propex Inc.
ACTIONBAC	U.S.	77/353348 12/17/2007	3457916 7/1/2008	27	Registered	Propex Inc.
ADVANTIUM	U.S.	77/976006 4/12/2007		24	Pending (Registration review complete)	Propex Inc.
GUIDELINE	U.S.	77/363078 1/3/2008		27	Pending Intent-to-Use	Propex Inc.
POLYBAC	U.S.	77/363090 1/3/2008	3484186 8/12/2008	27	Registered	Propex Inc.

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class(es)	Status	Current Owner
ACTIONBAC	Slovenia	7680783 11/17/1976	1680783 3/1/1996	24	Registered	Amoco Fabrics and Fibers Company
ARMORMAX	European Community	6851281 4/21/2008		19	Pending	Propex Inc.
EX3 ADVANTAGE	Australia	1279760 1/5/2009		27	Pending	Propex Inc.
EX3 ADVANTAGE	Canada	1423766 12/30/2008		27	Pending	Propex Inc.
EX3 ADVANTAGE	European Community	7495567 12/30/2008		27	Pending	Propex Inc.
POLYBAC	Canada	1401527 6/27/2008		27	Pending	Propex Inc.
POLYBAC	European Community	7028921 7/1/2008		27	Pending	Propex Inc.
POLYBAC	Mexico	944275 6/30/2008		27	Pending	Propex Inc.
POLYBAC	Saudi Arabia	132335 6/28/2008		27	Pending	Propex Inc.
PROPEX	China	6252110 8/31/2007		24	Pending	Propex Inc.
PROPEX (STYLIZED)	China	5669427 10/19/2006		19	pending	Propex Inc.
PROPEX (STYLIZED)	China	5669425 10/19/2006		22	Pending	Propex Inc.
PROPEX (stylized)	Mexico	897594 11/22/2007	1039359 5/13/2008	24	Registered	Propex Inc.

U.S. PATENTS AND PATENT APPLICATIONS

Title	Country	Applic. No./ Filing Date	Pub. No./ Pub. Date	Patent No./ Issue Date	Status	Expiration Date	Owner
Filter grid cover	U.S.	11/946240 11/28/2007	2008 0124505 5/29/2008		Pending		Propex Inc.
Pool cover fabric containing algaecide and/or bactericide to reduce algae/bacteria growth	U.S.	11/871275 10/12/2007	2008 0086808 4/17/2008		Pending		Propex Inc.
Carpet construction and carpet backings for same	U.S.	11/828066 7/25/2007	2008 0017294 1/24/2008		Pending		Propex Inc.
Secondary carpet backing and buckling resistant carpet made therefrom	U.S.	11/343494 1/31/2006	2007 0178790 8/2/2007		Pending Response to final rejection due 7/7/2009		Propex Fabrics Inc.
Carpets with improved fuzz-resistance	U.S.	11/337102 1/20/2006	2006 0204711 9/14/2006		Pending Response to office action due 8/2/2009		Propex Inc.

FOREIGN PATENTS AND PATENT APPLICATIONS

Title	Country	Applic. No./ Filing Date	Pub. No./ Pub. Date	Patent No./ Issue Date	Status	Expiration Date	Last Known Owner of Record
Filter grid cover	PCT	PCT/US07/85718 11/28/2007	WO 08/067356 6/5/2008		Pending		Propex Inc.
Pool cover fabric containing algaecide and/or bactericide to reduce algae/bacteria growth	PCT	PCT/US07/81176 10/12/2007	WO 08/048868 4/24/2008		Pending		Propex Inc.
Pyramidal fabrics having multi-lobe filament yarns and method for erosion control	Argentina	P20060105333 12/1/2006		58267 1/30/2008	Issued Current status unknown	12/1/2026	Propex Geosolutions Corporation
Pyramidal fabrics having multi-lobe filament yarns and method for erosion control	Australia	2005248922 6/23/2005			Pending		SI Geosolutions Corporation
Pyramidal fabrics having multi-lobe filament yarns and method for erosion control	Mexico	PA/A/05/014038 12/20/2005			Filed		
Pyramidal fabrics having multi-lobe filament yarns and method for erosion control	Panama	87055-01 12/7/2006			Filed		
Pyramidal fabrics having multi-lobe filament yarns and method for erosion control	Venezuela	2006-002772 11/30/2006			Filed		
Pyramidal fabrics having multi-lobe filament yarns and method for erosion control	European Patent	06839661 11/1/2006	1963089 6/14/2007		Pending		Propex Geosolutions Corporation
Flame resistant fiber blend and fabrics made therefrom	Australia	2005338024 11/30/2005			Pending		Propex Geosolutions Corporation

Title	Country	Applic. No./ Filing Date	Pub. No./ Pub. Date	Patent No./ Issue Date	Status	Expiration Date	Last Known Owner of Record
Flame resistant fiber blend and fabrics made therefrom	Belarus	920070817 11/30/2005			Filed		
Flame resistant fiber blend and fabrics made therefrom	Brazil	PI0516642-0 11/30/2005			Pending		Propex Geosolutions Corporation
Flame resistant fiber blend and fabrics made therefrom	Canada	2589863 11/30/2005			Pending		Propex Geosolutions Corporation
Flame resistant fiber blend and fabrics made therefrom	China	200580046366 11/30/2005			Filed Current status unknown		Propex Geosolutions Corporation
Flame resistant fiber blend and fabrics made therefrom	European Patent	05858690 11/30/2005	1861524 12/5/2007		Pending		Propex Geosolutions Corporation
Flame resistant fiber blend and fabrics made therefrom	India	2100/KOLNP/200 7 11/30/2005			Filed		
Flame resistant fiber blend and fabrics made therefrom	Israel	183618 11/30/2005			Filed Current status unknown		Propex Geosolutions Corporation
Flame resistant fiber blend and fabrics made therefrom	Japan	2007546712 11/30/2005			Filed Current status unknown		Propex Geosolutions Corporation
Flame resistant fiber blend and fabrics made therefrom	Mexico	PA/A/07/006463 11/30/2005			Filed		
Flame resistant fiber blend and fabrics made therefrom	Korea	20077015059 6/29/2007			Filed Current status unknown		Propex Geosolutions Corporation
Composite secondary carpet backing, method of manufacture thereof, and carpet made therefrom	Australia	2006218763 2/27/2006			Pending		Propex Fabrics Inc.
Composite secondary carpet backing, method of manufacture thereof, and carpet made therefrom	Canada	2598555 2/27/2006			Pending		Propex Fabrics Inc.
Composite secondary carpet backing, method of manufacture thereof, and carpet made therefrom	Mexico	PA/A/07/010461 2/27/2006					
Composite secondary carpet backing, method of manufacture thereof, and carpet made therefrom	New Zealand	561373 2/27/2006			Filed		Propex Fabrics Inc.

Schedule 5.8(b)
Liens on Intellectual Property

None.

Schedule 5.8(c)
IP Disputes

See Shaw, MetalMix and BonTerra matters listed on Schedule 5.16.

Schedule 5.9(a)(i)
Contracts of Sellers

<u>Material Contract⁴</u>	<u>Applicable Subsection(s) from 5.9(a)(i)-(xv)</u>
See Schedule 5.12(a) for list of benefit plans	5.9(a)(i)
Stan Brant – Employment Agreement	5.9(a)(ii)
Hugh McClain – Employment Agreement	5.9(a)(ii)
Martin T. de Vries – Employment Agreement	5.9(a)(ii)
Richard Franks – Employment Agreement	5.9(a)(ii)
Randy Powell – Employment Agreement	5.9(a)(ii)
Woody McGee – Employment Agreement	5.9(a)(ii)
GA Department of Natural Resources – Drinking Water Lab Services Agreement	5.9(a)(iii)
LeasePlan USA – Tractor & Trailer Leases	5.9(a)(v)
The Raines Group – Lee Hwy Office Leases	5.9(a)(v) and 5.9(a)(vi)
Adjoined Consulting (Cap Gemini)	5.9(a)(vi)
American Cutting Edge	5.9(a)(vi)
Applied Industrial Technology	5.9(a)(vi)
Barloworld	5.9(a)(vi)
Butler Capital (Nexiant)	5.9(a)(vi)
C. H. Robinson	5.9(a)(vi)
Cintas Document Management	5.9(a)(vi)
CitiCapital Material Handling Finance	5.9(a)(vi)
Data Storage Centers	5.9(a)(vi)
Dell Financial Services	5.9(a)(vi)
Docuteam	5.9(a)(vi)
E&T Converting (Corporate Drive II)	5.9(a)(vi)
Electrolab Training Systems	5.9(a)(vi)
Hart Corporation	5.9(a)(vi)
Interstate National Lease	5.9(a)(vi)
Jacques Lambert	5.9(a)(vi)
Lexicon Relocation LLC	5.9(a)(vi)
Local Incite Yellow Pages	5.9(a)(vi)
Marsh USA	5.9(a)(vi)
MCC Georgia LLC	5.9(a)(vi)
Microsoft Licensing GP	5.9(a)(vi) and 5.9(a)(viii)
Newark Paperboard Products	5.9(a)(vi)
Nexiant (Butler Capital)	5.9(a)(vi)
Publicom	5.9(a)(vi)
SINTEF	5.9(a)(vi)
Sullivan Environmental Services	5.9(a)(vi)
Unifirst Corporation	5.9(a)(vi)
Veolia Environmental Services	5.9(a)(vi)
SAP America	5.9(a)(viii)
See Schedule 5.8(a) for Intellectual Property Contracts	5.9(a)(viii)
Jacques Lambert - Consultant/Territory Manager Eastern Canada	5.9(a)(x)

⁴ Please see Schedules 2.1(a)(x) and 2.2(a)(vi) for additional detail on the Seller Material Contracts.

Malcolm MacDougall - Consultant/Territory Manager Ontario	5.9(a)(x)
Current Hydraulics, LLC - Erosion Control Consultant	5.9(a)(x)
Foresight Products LLC	5.9(a)(xiv)(ii)
Clariant Corporation	5.9(a)(xiv)(ii)
Minnesota Mining and Manufacturing Company and 3M Innovative Properties Company	5.9(a)(viii)
W. Wayne Freed	5.9(a)(viii)
Pactiv Corporation	5.9(a)(viii)
Dell Financial Services L.P.	5.9(a)(vi)
Piers Global Intelligence Solutions	5.9(a)(viii)
Cass Information Systems	

Schedule 5.9(a)(ii)
Contracts of Foreign Subsidiaries

Propex Fabrics de Mexico, S.A. de C.V. & Propex Fabrics Servicios, S.A. de C.V.

Contract Party	Contract Description	Applicable Subsection(s) from 5.9(a)(i)-(xv)
CFE	Fiber Optics Contract	5.9(a)(xv)
BOMBRIL	Supply Agreement – Steel Fiber in South America. Currently in negotiation (See Schedule 7.3).	5.9(a)(vi)
City of Matchuala	Freight Truck Parking Contract	5.9(a)(iii)
City of Matchuala	Waste Removal Contract	5.9(a)(iii)
Propex Servicio and Propex De Mexico	Contract for Propex Servicio to provide labor for Propex De Mexico – 4.99% of total labor and benefit costs.	5.9(a)(xv)
PricewaterhouseCoopers, S.C.	Contract for accounting and audit services.	5.9(a)(ii)
Collective Bargaining Agreement with Industrial Union January 7 th	Collective Bargaining Agreement – dated March 11 th , 2008	5.9(a)(i)
Propex Fabrics International Holdings I Inc.	Intercompany Promissory Note with Propex Fabrics International Holdings I Inc., dated December 1, 2004.	5.9(a)(iv)

Propex do Brasil Ltda. – The applicable subsection from 5.9(a)(i)-(xv) is listed beside each contract.

- 1) Lease agreement with Projecao Audio e Video Ltda to lease five video monitors. – 5.9(a)(v)
- 2) Loan for use Agreement – Barmag Extrusion Line; Lease agreement for extrusion equipment, leased from Propex Inc. – 5.9(a)(v)
- 3) Loan for use Agreement – Winder Loom and NIP Extrusion; Lease agreement for extrusion equipment, leased from Propex Inc. – 5.9(a)(v)
- 4) Lease agreement with CIA Ultrazgaz SA for propane storage tank. – 5.9(a)(v)
- 5) Lease agreement with Simpress Comercio Locacao e Servicos SA regarding office equipment. – 5.9(a)(v)
- 6) Lease agreement with Danko do Brasil Ltda for office equipment. – 5.9(a)(v)
- 7) Agreement with Pirog Romaniuk Ltda for lease of forklifts and provision of material handling services. – 5.9(a)(v)
- 8) Distribution agreement with Geotec Representacoes Tecnicas sc Ltda as agent for geotextile sales. – 5.9(a)(x)
- 9) Contract agreement with Mecatto Pesquisas, company that conducts customer survey. – 5.9(a)(xi)

- 10) Power of attorney document for Casillo, law firm in Curitiba. – 5.9(a)(xii)
- 11) Power of attorney document for Henrique Janzen, et al for import/export services. – 5.9(a)(xii)
- 12) Document of power of attorney to Joao Panceri, Managing Director, and Higino Zanin, CFO. – 5.9(a)(xii)
- 13) Supply contract with Braskem for polypropylene resin. – 5.9(a)(xiv)
- 14) Supply contract with Copel for electricity. – 5.9(a)(xv)
- 15) Contract with Locadores e Transportadora Futura Ltda for freight services. – 5.9(a)(xv)
- 16) Contract with LL de Oliveira & CIA Ltda for internal logistics services in Propex warehouse. – 5.9(a)(xv)
- 17) Services contract with Poliservice Sistemas de Higienizacao e Servicos SC Ltda for cleaning services. – 5.9(a)(xv)
- 18) Services contract with Poliservice Sistemas de Seguranca SC Ltda for security and guardgate manning. – 5.9(a)(xv)
- 19) Amendment to services contract with WZ Manutencao de Maquinas Industriais Ltda for maintenance service to the manufacturing plant (2001). – 5.9(a)(xv)
- 20) Services contract with WZ Manutencao de Maquinas Industriais Ltda for maintenance service to the manufacturing plant (1997). – 5.9(a)(xv)
- 21) Contract with Odontoprev SA for the provision of dental services to Propex employees. – 5.9(a)(xv)
- 22) Contract with Paran Clinicas SA for the provision of health care services to Propex employees. – 5.9(a)(xv)
- 23) Contract with Expresso Princesa dos Campos SA for the provision of bus transportation to Propex employees. – 5.9(a)(xv)
- 24) Contract with Risotolandia Industria e Comercio de Alimentos Ltda for the provision of cafeteria services at the Propex plant. – 5.9(a)(xv)
- 25) Collective Bargaining Agreement – 5.9(a)(i)
- 26) Work Force Individual Contract (Model) – 5.9(a)(i)
- 27) Internet & Computers Use Agreement; Agreement with employee defining conduct of use of company computer assets.
- 28) Pension Plan Policy – 5.9(a)(i)
- 29) Profit Sharing Agreement-Values; 2008 agreement for employee bonus/profit sharing plan. – 5.9(a)(i)
- 30) Collective Agreement-Profit Sharing 2008. – 5.9(a)(i)
- 31) Employment agreement with Joao Panceri, Managing Director. – 5.9(a)(ii)
- 32) Services agreement with Casillo Law firm in Curitiba. – 5.9(a)(ii)

33) Services agreement with PWC for consulting and auditing. – 5.9(a)(ii)

Propex Fabrics Magyarország Termelő Korlátolt Felelősségű Tarsagag – The applicable subsection from 5.9(a)(i)-(xv) is listed beside each contract.

- 1) Contract with E.ON for electricity line charges for the year 2009. – 5.9(a)(xv)
- 2) Contract with MVM for electricity supply for the year 2009. – 5.9(a)(xv)
- 3) Collective Agreement made between on the one hand with PROPEX Fabrics Magyarország Termelő Korlátolt Felelősségű társaság Registered seat: 9027 Győr Gesztenyefa u. 2. (hereinafter referred to as: employer) and on the other PROPEX Vasas Trade Union registered seat: 9027 Győr Gesztenyefa u. 2. – 5.9(a)(i)
- 4) Distribution agreement with Propex Germany subsidiary (Propex Germany is a distributor for products made at Propex Hungary). – 5.9(a)(xv)
- 5) Employee secondment agreement between Propex Germany and Propex Hungary. – 5.9(a)(xv)
- 6) Contract with Egaz-Degaz for the supply of gas. – 5.9(a)(xv)

Propex Concrete Systems Ltd and Propex Concrete Systems Ltd, Australia

- 1) There are 7 employees who have Employment Agreements providing an annual compensation in excess of \$100,000. They are:

Propex Concrete Systems Ltd

Kenneth Smith	Managing Director International Division
Trevor Atkinson	Director of Marketing and Underground Concrete
Gavin Bailey	Director of European Sales
Jon Brown	Director of Technical Sales
Simon Evans	Director of Engineering Services
Andrew Limb	Director of European Operations

Propex Concrete Systems Australia Ltd

Lance Collins	National Sales Manager

- 2) Propex Concrete Systems Ltd operates with companies in some international countries who distribute its products locally. There are basic distributor agreements covering Cyprus, East Africa, Egypt, France, Italy, Kuwait and Poland.
- 3) Restricted Powers of Attorney have been given to:

Agencje Celna 'PIK' Sp.z o.o, Opole, Poland	For purposes of VAT document preparation ref transactions.
Baltic Accountants and Consultants, Poland	To act as VAT return representative
Verhoex Expedities & Sneltransport BV,	For purposes of local payroll Netherlands administration

Seacon Venlo Expedite BV, Netherlands	To act as VAT clearance agent on sea freight imports to local warehouse
Rhenus Logistics, Netherlands	To act as VAT clearance agent on land imports to local warehouse

Propex Fabrics GmbH

- 1) Propex Fabrics GmbH has a term sheet with Teijin which commits the Curv line to Teijin products for up to 2000 hrs per year. – 5.9(a)(xiii)
- 2) Collective Bargaining Agreement with with Industrie-Gewerkschaft Metall (combined textile and metal workers union). – 5.9(a)(i)
- 4) Collective Bargaining Agreement with Deutschen Angestellten-Gewerkschaft, Düsseldorf - (white collar). – 5.9(a)(i)
- 5) See pension, benefit, and/or profit sharing plans set forth for Propex Fabrics GmbH on Schedule 5.12(h). – 5.9(a)(i)
- 6) Employment agreement with Theo Stroot. – 5.9(a)(ii)
- 7) Contract with Price Waterhouse Cooper for accounting and auditing services. – 5.9(a)(ii)
- 8) Contract with University of Leeds for consulting services regarding hot compaction technology (Curv). – 5.9(a)(ii)
- 9) Contract with Jeff Diggle as sales representative for Propex Fabrics GmbH. – 5.9(a)(ii)
- 10) Propex Fabrics GmbH has a contract with BTG regarding the licensing of Curv technology (Licence Agreement between BTG International Limited and Amoco Deutschland GmbH, effective November 8, 2000). – 5.9(a)(viii)
- 11) Sales agency agreement with Fiberform Solutions of Rochester Hills MI, for representation for Curv. – 5.9(a)(x)
- 12) Sales agency agreement with Plaquimex S.I., San Sebastian Spain, for Curv. – 5.9(a)(x)
- 13) Sales agency agreement with Enpa Endustri Kimyasallari ve Ekipman Pazarlama Ltd Sti of Istanbul for carpet backing in Turkey. – 5.9(a)(x)
- 14) Sales agency agreement with S. Kikkinides & Co O.E/ 3 SIGMA of Athens, Greece for carpet backing. – 5.9(a)(x)
- 15) Sales agency agreement with Kontex South Africa of Westmead RSA for carpet backing, exclusive territory in RSA. – 5.9(a)(x)
- 16) Sales agency agreement with Otto Peters of Piacenza Italy for sales of woven geotextiles, exclusive territory of Italy and part of Switzerland. – 5.9(a)(x)

- 17) Sales agency agreement with Texinter SA of Barcelona Spain for carpet backing and certain industrial fabrics with limited exclusivity. – 5.9(a)(x)
- 18) Distribution agreement with Propex Hungarian subsidiary (Propex Germany is a distributor for products made at Propex Hungary). – 5.9(a)(x)
- 19) Propex Fabrics GmbH has a contract with Royal Ten Cate where we agree to not sell turf backing products in exchange for manufacturing these products for Ten Cate. – 5.9(a)(xiii)
- 20) Propex Fabrics GmbH has a contract with Samsonite that grants exclusive rights for Curv in luggage end use provided certain minimum volumes are purchased by Samsonite (Letter Agreement between Samsonite Europe NV and Propex Fabrics GmbH, dated March 27, 2008). – 5.9(a)(xiii)
- 21) Propex Fabrics GmbH has a joint development agreement with Teijin Monofilament Germany GmbH and Novameer that excludes Propex from producing anti-ballistic materials from PE as long as Propex remains the exclusive manufacturer of such materials for Teijin (mutually exclusive). – 5.9(a)(xiii)
- 22) Propex Fabrics GmbH (through Propex Inc) has a contract with Clariant that grants exclusive rights to some raw materials. – 5.9(a)(xiii)
- 23) Propex Fabrics GmbH has a term sheet with Teijin that grants Teijin the right of first refusal on certain assets if Propex elects to sell. – 5.9(a)(xiii)
- 24) Contract with EnBW Vertriebs und Servicegesellschaft MbH, Frankfurt for supply of Electricity to the Gronau plant. – 5.9(a)(xv)
- 25) Contract with RWE Key Account GmbH, Essen for supply of Electricity to the Gronau plant. – 5.9(a)(xv)
- 26) Contract with Borealis AG for the supply of polypropylene resin. – 5.9(a)(xv)
- 27) Contract with Ineos koln GmbH, Koln, for the supply of polypropylene resin. – 5.9(a)(xv)

Schedule 5.9(b)
Material Contract Exceptions

None.

Schedule 5.10
Insurance

Sellers

PROPEX INC. POLICIES

Insured Party	Lines of Coverage	Carrier	Policy Number	Policy Period	Limit / Layer	Claims Basis
	CASUALTY PROGRAM (Domestic)					
Propex Inc.	General Liability / Pollution Legal Liability / Product Liability	American International Specialty Lines Ins. Co. (AIG)	EG5844290	12/1/08 - 12/1/09	\$1M / \$2M (GI/PL), \$10M / \$10M (PLL)	Occurrence based except PLL which is Claims Made
Propex Inc.	Automobile Liability	National Union Fire Insurance Co. (AIG)	CA 1469915	12/1/08 -	\$ 1,000,000	Occurrence
Propex Inc.	Workers Compensation / Employers Liability	New Hampshire Insurance Co. (AIG)	WC 4884154 (AOS)	12/1/08 -	Statutory & \$1M / \$1M / \$1M	Occurrence
Propex Inc.	Workers Compensation / Employers Liability	New Hampshire Insurance Co. (AIG)	WC 4884155 (CA)	12/1/08 -	Statutory & \$1M / \$1M / \$1M	Occurrence
Propex Inc.	Workers Compensation / Employers Liability	New Hampshire Insurance Co. (AIG)	WC 4884156 (FL)	12/1/08 -	Statutory & \$1M / \$1M / \$1M	Occurrence
Propex Inc.	Workers Compensation / Employers Liability	New Hampshire Insurance Co. (AIG)	WC 4884157 (TX)	12/1/08 -	Statutory & \$1M / \$1M / \$1M	Occurrence
Propex Inc.	Workers Compensation / Employers Liability	American International South Insurance Co. (AIG)	WC 5736032 (GA, TN)	12/1/08 -	Statutory & \$1M / \$1M / \$1M	Occurrence
Propex Inc.	Lead Umbrella Excess Liability \$10MM	American International Specialty Lines Ins. Co. (AIG)	EGU5844291	12/1/08 -	\$10,000,000	Occurrence

Insured Party	Lines of Coverage	Carrier	Policy Number	Policy Period	Limit / Layer	Claims Basis
Propex Inc.	Excess Umbrella 2nd Layer \$25MM X \$10MM	National Union Fire Insurance Co. (AIG)	BE2227061	12/1/08 - 12/1/09	\$25M X Primary	Occurrence
Propex Inc.	Excess Umbrella 3rd Layer \$15MM X 35MM	ACE American Insurance Co. (ACE Group)	W00530098	12/1/08 - 12/1/09	\$15M X \$35M X Primary	Occurrence
	CASUALTY PROGRAM (International)					
Propex Inc.	International Liability (GL / AL)	Insurance Co. of the State of PA (AIG World Source)	80-0268800	12/1/08 - 12/1/09	Master Agg. \$4M; General Agg. \$2M; AL \$2M; Employee Benefit Liab. \$1M/\$1,000 Deductible	Occurrence
Propex Inc.	International Liability (WC / EL)	Insurance Co. of the State of PA (AIG World Source)	83-52500	12/1/08 - 12/1/09	EL \$1M; Excess Repat \$100,000	Occurrence
	FINANCIAL PROGRAM					
Propex Inc.	Directors & Officers Liability - Primary	Federal Insurance Co. (Chubb)	6801-8214	12/1/08 - 6/1/09	\$10,000,000	Claims Made
Propex Inc.	Excess Directors & Officers Liability	National Union Fire Insurance Co. (AIG)	009656629	12/1/08 - 6/1/09	\$10M X \$10M	Claims Made
Propex Inc.	Employment Practices Liability	National Union Fire Insurance Co. (AIG)	41881093	12/1/08 - 12/1/09	\$10,000,000	Claims Made
Propex Inc.	Fiduciary Liability	Federal Insurance Co. (Chubb)	6801-8214	12/1/08 - 6/1/09	\$10,000,000	Claims Made
Propex Inc.	Commercial Crime	National Union Fire Insurance Co. (AIG)	94-555-82-17	12/1/08 - 12/1/09	\$ 5,000,000	Occurrence
Propex Inc.	Special Crime / Kidnap &	Liberty Insurance	201485-014	12/1/07 - 12/1/09	\$ 5,000,000	Occurrence

Insured Party	Lines of Coverage	Carrier	Policy Number	Policy Period	Limit / Layer	Claims Basis
Inc.	Ransom	Underwriters Inc. (Liberty Mutual)		- 12/1/10		
	D&O / FIDUCIARY RUN-OFF PROGRAM:					
	Directors & Officers Liability, 6 Year Run-off Policy	Chubb Specialty Insurance (Chubb)	Hold on binding coverage until emergence		\$10M X \$10M	
	Fiduciary Liability, 6 Year Run-off Policy	Chubb Specialty Insurance (Chubb)	Hold on binding coverage until emergence		\$10M X \$10M	
	Directors & Officers Excess, 6 Year Run-off Policy	National Union Fire Insurance Co. (AIG)	Hold on binding coverage until emergence		\$10M X \$10M	
	PROPERTY PROGRAM					
Propex Inc.	Commercial Property incl. Boiler & Machinery (US)	Factory Mutual Insurance Co.	JC903	6/1/08 - 6/1/09	\$1,000,000,000	Occurrence
Propex Inc.	Commercial Property incl. Boiler & Machinery (Europe)	Factory Mutual Insurance Co.	UK170315	6/1/08 - 6/1/09	\$1,000,000,000	Occurrence
	CARGO PROGRAM					
Propex Inc.	Marine Cargo	Indemnity Insurance Co. of North America (ACE)	NO2195914	12/1/08 - 12/1/09	\$ 2,500,000	Occurrence
Propex Inc.	Commercial Cargo	Indemnity Insurance Co. of North America (ACE)	NO2195915	12/1/08 - 6/1/09	\$ 100,000	Occurrence
	BENEFITS PROGRAM					
Propex Inc.	Medical Stop-Loss	Symetra Life	16-010531-00			
Propex Inc.	Dental	MetLife	117545-1-G			

Insured Party	Lines of Coverage	Carrier	Policy Number	Policy Period	Limit / Layer	Claims Basis
Propex Inc.	Vision	VSP	12249458			
Propex Inc.	Short-Term Disability	Cigna	FLK960183			
Propex Inc.	Long-Term Disability	Cigna	FLK960111			
Propex Inc.	Supplemental Long-Term Disability	UNUM	Individual Policy			
Propex Inc.	Life and AD&D	MetLife Cigna	117545-1-G OK961438			
Propex Inc.	Blanket Accident	Cigna	ABL961455			

PROPEX CONCRETE SYSTEMS CORP. POLICIES

Insured Party	Lines of Coverage	Carrier	Policy Number	Policy Period	Limit / Layer	Claims Basis
	CASUALTY PROGRAM (Domestic)					
Propex Concrete Systems Corp.	General Liability / Pollution Legal Liability (EAGLE)	AISLIC (AIG Environmental)	EG7575927	12/1/08 - 12/1/09	\$1M / \$2M (GL), \$10M PPL, \$2M / \$10M (PLL)	Occurrence based except PLL, which is Claims Made
Propex Concrete Systems Corp.	General Liability / Product Liability (Claims Made)	Evanston Insurance Co.	SP-839723	12/1/08 - 12/1/09	\$1M / \$2M	Claims Made
Propex Concrete Systems Corp.	Automobile Liability	National Union Fire Ins. Co. (AIG)	CA 1469916	12/1/08 - 12/1/09	\$1,000,000	Occurrence
Propex Concrete Systems Corp.	Workers Compensation	Commerce & Industry Ins. Co. (AIG)	WC5736028 (AOS)	12/1/08 - 12/1/09	Statutory	Occurrence

Insured Party	Lines of Coverage	Carrier	Policy Number	Policy Period	Limit / Layer	Claims Basis
Propex Concrete Systems Corp.	Workers Compensation	Commerce & Industry Ins. Co. (AIG)	WC 5736029 (CA)	12/1/08 - 12/1/09	Statutory	Occurrence
Propex Concrete Systems Corp.	Umbrella Excess Liability	ACE P&C Insurance Co. (ACE)	M00530049	12/1/08 - 12/1/09	\$25,000,000	Will follow claims made on PL
	CASUALTY PROGRAM (International)					
Propex Concrete Systems Corp.	International Commercial General Liability (GL / AL)	Insurance Co. of the State of PA (AIG World Source)	WR10004559	12/1/08 - 12/1/09	\$4,000,000	Occurrence
Propex Concrete Systems Corp.	International Commercial General Liability (WC / EL)	Insurance Co. of the State of PA (AIG World Source)	WR10004559	12/1/08 - 12/1/09	\$4,000,000	Occurrence
	CARGO PROGRAM:					
Propex Concrete Systems Corp.	Marine Cargo	Indemnity Insurance Co. of North America (ACE)	NO219594A	12/1/08 - 12/1/09	\$2,500,000	Occurrence

Foreign Subsidiaries

Propex Fabrics de Mexico, S.A. de C.V. & Propex Fabrics Servicios, S.A. de C.V.

Insured Party	Broker	Lines of Coverage	Carrier	Policy Number	Policy Period	Limit / Layer	Deductible	Claims Basis	Domestic Premium
		CASUALTY PROGRAM (Domestic)							
Propex Fabrics de México SA de CV	MARSH	Freight/Cargo	SEGUROS INBURSA	2150130013299	01/6/28 - 01/6/09	U\$ 60,501,268	U\$ 1,000,000.00	Occurrence	
Propex Fabrics de México SA de CV	MARSH	General Business	AIG MEXICO	899	01/12/08 - 01/12/09	U\$ 1,000,000.00	No Aplica	Occurrence	
Propex Fabrics de México SA de CV	MARSH	Auto Liability	ABA SEGUROS	280000081	18/08/08 - 18/08/09	U\$ 100,000.00	5% of Commercial Value	Occurrence	
Propex Fabrics de México SA de CV	MARSH	Auto Liability	ABA SEGUROS	280000082	18/08/08 - 18/08/09	U\$ 100,000.00	5% of Commercial Value	Occurrence	
Propex Fabrics de México SA de CV	ANDRE S Y CIA.	Fire Insurance	ABA SEGUROS	28001135	13/11/08 - 13/11/09	U\$ 21,000	U\$ 210.00	Occurrence	
Propex Fabrics de México SA de CV	ANDRE S Y CIA.	General Business	ABA SEGUROS	280000803	01/08/08 - 01/08/09	100,000 Pesos	10%	Occurrence	
Propex Fabrics de México SA de CV	ATRADI US	Sales Insurance	ATRADIUS	620235	01/08/08 - 31/07/09	U\$ 220,000.00	15%	Occurrence	

Insured Party	Broker	Lines of Coverage	Carrier	Policy Number	Policy Period	Limit / Layer	Deductible	Claims Basis	Domestic Premium
Propex Fabrics de México SA de CV	MARSH	International Liability (GL/AL)	Insurance Co. of the State of Pennsylvania (AIG)	80-0268800	01/12/08 - 01/12/09	AL Agg \$2m; Employee Benefit Liab \$ 1M/\$ 1,000 Deductible	0%	Occurrence	\$ 16,100
Propex Fabrics de México SA de CV	MARSH	International Liability (GL/EL)	Insurance Co. of the State of Pennsylvania (AIG)	83-52500	01/12/08 - 01/12/09	EL \$1M; Excess Repat \$100,00	0%	Occurrence	\$ 6,200
Propex Fabrics Servicios SA de CV	AXXA SEGUR OS	Medical & Hospitalization	AXXA SEGUROS	FW16305N	28/11/08 - 01/12/09	300 S.M.G.M	1 S.M.G.M	Occurrence	
Propex Fabrics Servicios SA de CV	AXXA SEGUR OS	Employee Life Insurance	AXXA SEGUROS	NN837432 05	28/11/08 - 01/12/09	\$ 250,000	\$-	Occurrence	

Lines of Coverage	Carrier	Policy Number	Policy Period	Limit/Layer	Deductible	Claims Basis	Domestic Premium (U\$ quotation 2,27)
General Liability	Royal & Sunalliance Seguros S.A	2000142	01 dec 2008 -01-jun 2009	2.000.000 BRL	conform each coverage	Occurrence	R\$ 8.840,03 = U\$ 3.897,72
Property Damage	Royal & Sunalliance Seguros S.A	1913	01 dec 2008 - 01 jun 2009	75.000.000 BRL (Flexa)	conform each coverage	Occurrence	R\$ 23.212,64 = U\$ 10.234,85
Vehicles	Unibanco AIG Seguros	being renewed	11 fev 2009 - 11 fev 2010	110% of vehicle's value	conform each vehicle	Occurrence	R\$ 4.428,36 = U\$ 1.952,54
Employee Life Insurance	Royal & Sunalliance Seguros S.A	9302000089	01 set 2008 -31 ago 2009	712.800 BRL	null	Occurrence	R\$ 2.191,00 = U\$ 966,05 by month
Export Credit Insurance Policy	Cesce Brasil Seguros de Crédito S.A.	331/2009	31 dez 2008 - 31 dez 2009	Maximum percentile of coverage: 90%	null	Occurrence	R\$ 17.070,40 = U\$ 7.520,00

ag Termelo Kft.

Lines of Coverage	Carrier	Policy Number	Policy Period	Limit / Layer	Deductible	Claims Basis	Domestic Premium	Fees	Taxes
General Liability / Pollution Legal Liability / Employers Liability	Generali-Providencia Zrt.	95592303000 231600	10/01/08 - 10/01/09	5.000.000 HUF/damage, 150.000.000 HUF/year	10% , min. 5 000 HUF	Occurrence	586 375 HUF/year	-	NO
Automobile Liability	Union Biztosító	13817197	01/01/09 - 12/31/09	-	10% , min. 50 000 HUF	Occurrence	857 402 HUF/year	-	NO
Automobile Obligatory Liability	Generali-Providencia Zrt.	94001041026 568800 - 94001041026 569500	01/01/09 - 01/01/10	-	-	Occurrence	296 275 HUF/year	-	NO
General Third Party Liability / Product Liability	AIG Hungary	03310090510 404	12/01/08 - 11/30/09	1,000,000 USD / damage and year	-	Occurrence	2 500 USD/year	-	NO

Professional Services Insurance	Vero Insurance	SMX011228772	23/09/2008 - 22/09/2009			
Work Cover Insurance	QBC	1SF0115499GW0154	01/07/2008 - 30/06/2009	323299 AUD		1341.42 AUD

Lines of Coverage	Carrier	Policy Number	Policy Period	Limit / Layer	Deductible
CASUALTY PROGRAM (International)					
Betriebshaftpflichtversicherung (third party liability)	AIG Europe	H 18 151 3320	12/01/08 - 12/01/09	\$ 1M personal damage, € 51K financial damage	none
KFZ-Haftpflichtversicherung (car insurance)	AIG Europe	K 1053 96089	12/01/08 - 12/01/09	€50M (max. €8M per Person)	\$ 500
KFZ-Zusatzdeckung - 24 Gabelstapler (fork lift truck ins.)	Alte Leipziger Vers.	34-810-352201	01/01/09 - 01/01/10	€100M (max. €8M per Person)	
Strahlenhaftpflichtversicherung (radiation)	AXA Versicherung AG	20230281471	01/01/09 - 01/01/10	€ 150.000	
FINANCIAL PROGRAM:					
Gruppenunfallversicherung (group accident insurance)	HDI	85060758	01/01/09 - 01/01/10	depending on position of employee (max. €300k)	
Dienstreisekaskoversicherung (business trip insurance)	Zurich Versicherung	117097549200	01/01/09 - 01/01/10	€ 103.000	€ 150

PROPERTY PROGRAM:					
Industrie - Property	FM Global	UK080851	06/01/08 - 06/01/09	\$ 100M	\$ 1M

Schedule 5.11
Taxes

All tax litigation and related matters set forth on Schedule 5.16.

Schedule 5.11(c)
Tax Returns

Propex Fabrics de Mexico, S.A. de C.V. & Propex Fabrics Servicios, S.A. de C.V.

PROPEX FABRICS DE MEXICO SA DE CV				
SHEET	TYPE OF TAX	WHERE IT WAS FILED	DATE FILED	
TAX-PROPEX MEX	Payment of Estimated Income Tax	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
	Payment of Estimated IETU Tax	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
	Valued Added Tax (VAT)	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
	Withholding Income Tax by Payments of Fees	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
	Withholding VAT Tax by Payments of Fees	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
PROPEX FABRICS SERVICIOS SA DE CV				
TAX-PROPEX SERV	Payment of Estimated Income Tax	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
	Valued Added Tax (VAT)	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
	Withholding Income Tax by Salaries	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
	Withholding Income Tax by Payments of Fees	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
	Withholding VAT Tax by Payments of Fees	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
IMPUESTO SNOMINAS	2% Payroll Tax	Federal Treasury Department (Matehuala, S.L.P. mex)	Monthly	It has not been audited by Taxing Authority
SAR - AFORE-INFONAVIT	2% Retirement Savings and 5% Savings Fund for Housing	Internet (Bank Page) BANORTE	Bimonthly	It has not been audited by Taxing Authority
IMSS	Social Security	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority

FILE: IMPUESTOS 2007				
PROPEX FABRICS DE MEXICO SA DE CV				
SHEET	TYPE OF TAX	WHERE IT WAS FILED	DATE FILED	
IVA	Valued Added Tax (VAT)	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
IMPAC - RETENCIONES	Payment of Estimated Income Tax	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
	Payment of Estimated Asset Tax	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
	Withholding Income Tax by Payments of Fees	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
	Withholding VAT Tax by Payments of Fees	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
PROPEX FABRICS SERVICIOS SA DE CV				
TAX-SERVICIOS	Withholding Income Tax by Salaries	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
	Payment of Estimated Asset Tax	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
	Valued Added Tax (VAT)	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
	Withholding Income Tax by Payments of Fees	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
IMSS-SERVICIOS	Social Security	Internet (Bank Page) BANORTE	Monthly	It has not been audited by Taxing Authority
IMPUESTO SNOMINAS	2% Payroll Tax	Federal Treasury Department (Matehuala, S.L.P. mex)	Monthly	It has not been audited by Taxing Authority
	2% Retirement Savings and 5% Savings Fund for Housing	Internet (Bank Page) BANORTE	Bimonthly	It has not been audited by Taxing Authority
SAR - INFONAVIT				

Propex do Brasil Ltda.

SHEET	TYPE OF TAX	WHERE IT WAS FILED	DATE FILED
	1) Federal taxes		
DCTF - Treasury Department	Income tax - Monthly Estimated	Software provided by Federal Treasury Department	MONTHLY
DCTF - Treasury Department	Income tax (CSLL) - Monthly estimated	Software provided by Federal Treasury Department	MONTHLY
DCTF - Treasury Department	PIS - tax on sales	Software provided by Federal Treasury Department	MONTHLY
DCTF - Treasury Department	COFINS - tax on sales	Software provided by Federal Treasury Department	MONTHLY
GFIP	FGTS - 8% of the payroll - Saving fund to the employees	Software - SEFIP provided by Federal bank (CEF)	MONTHLY
DCTF - Treasury Department	Withholding tax of the payroll	Software provided by Federal Treasury Department	MONTHLY
DCTF - Treasury Department	Withholding tax of autonomous workers	Software provided by Federal Treasury Department	MONTHLY
GFIP	INSS - Social security - 27,8% of the payroll	Through the payroll system	MONTHLY
GPS	INSS - Social security of contractors	Tax form payment provided by the social security	MONTHLY
Tax form payment	Employer contribution to the employer union	Document provided by the union of the company	ANNUALLY
DCTF - Treasury Department	Withholding tax (PIS/COFINS/CSL) of services from contractors	Software provided by Federal Treasury Department	MONTHLY
DCTF - Treasury Department	Withholding tax of the interest on the capital	Software provided by Federal Treasury Department	BY OPERATION
DI	Importation Taxes	SISCOMEX - INTERNET	BY OPERATION
DI	IPI - Federal tax of the importation	SISCOMEX - INTERNET	BY OPERATION
DCTF - Treasury Department	Withholding taxes of the investments (surplus cash of bank investments)	Software provided by Federal Treasury Department	BY OPERATION
	2) State taxes		
GIA	ICMS (similar of VAT)	Internet - State Treasury Department	MONTHLY
Tax form payment	IPVA (Tax regarding property of vehicles)	Document issued by State Treasury Department	ANNUALLY
	3) Local taxes		
DANFE	ISSQN (tax on services provided by company and autonomous workers)	Internet - Local Treasury Department	MONTHLY
Tax form payment	PTU (annual tax regarding real property)	Document issued by Local Treasury Department	ANNUALLY

These taxes have not been audited by a governmental authority.

Propex Fabrics Magyarország Termelő Kft.

OpCo	Tax type	Period covered	Date submitted	Audited by tax office	Pretax Book Income(Loss) in thousand HUF	Tax adjustments in thousand HUF	Taxable Income/(Loss)	NOL utilized in thousand HUF	Adjusted taxable Income/(Loss) in thousand HUF	TAX in thousand HUF
	Corporate Income tax	2006	May, 2007	NOT YET	21,781	(10,471)	11,310	11,310	0	0
	Corporate Income tax	2007	May, 2008	NOT YET	172,953	(61,743)	111,210	111,210	0	0
	Corporate Income tax	2008	not yet	NOT YET	52,965	(60,045)	(7,080)	0	(7,080)	0
	Solidarity tax (Income based)	2007	due 29.May 2009	NOT YET	172,953	5,361	178,314	0	178,314	7,163
	Solidarity tax (Income based)	2008	not yet	NOT YET	52,965	17,454	70,419	0	70,419	2,877
	Municipal trade tax	2006	May, 2007	NOT YET			1,936,226		1,936,226	38,725
	Municipal trade tax	2007	May, 2008	NOT YET			1,411,558		1,411,558	28,331
	Municipal trade tax	2008	not yet	NOT YET			1,190,009		1,190,009	23,800

Holding Co

Tax type	Period covered	Date submitted	Audited by tax office	Pretax Book Income(Loss) in thousand HUF	Tax adjustments in thousand HUF	Taxable Income/(Loss)	NOL utilized in thousand HUF	Adjusted taxable Income/(Loss) in thousand HUF	TAX in thousand HUF
Corporate Income tax	2006	May, 2007	NOT YET	88,434	(86,230)	2,204	2,204	0	0
Corporate Income tax	2007	May, 2008	NOT YET	68,689	151,642	220,331	168,277	52,054	8,329
Corporate Income tax	2008	29. Dec 2008	NOT YET	(20,200)	14,695	(5,505)		(5,505)	0
Minimum tax	2008	29. Dec 2008	NOT YET			375		375	60
Solidarity tax (Income based)	2007	May, 2008	NOT YET	68,689	0	68,689	0	68,689	2,748
Solidarity tax (Income based)	2008	29. Dec 2008	NOT YET	(20,200)	0	(20,200)	0	0	0

Propex Concrete Systems Ltd and Propex Concrete Systems Ltd, Australia

FY 2005 Oct 2004 – Sept 2005 (not audited)
FY 2006 Oct 2005 – Sept 2006 (not audited)

FY 2007

Oct 2006 – Dec 2006 change of tax year to end of December

Jan 2007 – Dec 2007 (not audited)

Propex Fabrics GmbH

Corporate Income tax files with	Government	2004-2007 still to be audited
Trade income tax filed with	Gronau, Tax office Ahaus	2004-2007 still to be audited
VAT	Tax office Ahaus	2004-2007 still to be audited
No tax returns for the past two years have been audited		

Schedule 5.12(a)
Employee Benefit Plans

<u>Plan Name</u>	<u>Description</u>	<u>Plan Sponsor</u>	<u>Type of Plan</u>	<u>Plan Number</u>	<u>Type of Benefit Provided</u>	<u>Status</u>
Propex Inc. 401(k) Plan	Pre-tax contributory plan with a company match of .50/1 up to 6%	Propex Inc.	Qualified 401(k) Plan	002	Pre-tax Defined Contribution Plan	Active
Propex Inc. Cash Balance Retirement Plan	Non-contributory plan qualified under 401(a) of the code	Propex Inc.	Qualified Pension Plan	003	Post retirement annuity or lump sum based upon age and length of service	Plan frozen 8/1/06 - Name change 8/1/06
Propex Inc. Cash Value Retirement Plan	Non-contributory plan qualified under 401(a) of the code	Propex Inc.	Qualified Pension Plan	042	Post retirement annuity or lump sum based upon age and length of service	Plan frozen 8/31/05 - Name change 8/1/06
Propex Inc. Supplemental Savings Plan	Pre-tax contributory plan available to top 5 Executives only	Propex Inc.	Non-Qualified Plan	005	Pre-tax Defined Contribution Plan	Active - no current participants in 2008
Propex Inc. Group Welfare Plan	Pre-tax Section 125 Plan providing medical and prescription drug coverage	Propex Inc.; Symetra Life is an excess loss insurer	Medical ASO Stop-Loss	501 16-010531-00	80/20 structure with deductible and co-pay. Two election choices - Core and Buyup	Active
Propex Inc. Dental Plan	Pre-tax contributory fully insured plan	Propex Inc./MetLife	Dental Insured	Policy # 117545-1-G	80/20 structure with deductible and co-pay	Active
Propex Inc. Vision Plan	Pre-tax contributory fully insured plan	Propex Inc./VSP	Vision Insured	Policy # 12249458	Cost share structure	Active
Group Short Term Disability Plan	Non-contributory plan	Propex Inc./Cigna	Short Term Disability Insured	Policy # FLK960183	\$125 per week payment during disability. Insured through Cigna	Active
Group Supplemental Short Term Disability Plan	Employee contributory Plan	Propex Inc./Cigna	Short Term Disability Insured		\$100 per week payment during disability. Insured through Cigna or 60% of base salary for non-exempt; this includes the basic short term disability	Active
Group Long Term Disability Plan	Employer provided Plan	Propex Inc./Cigna	Long Term Disability Insured	Policy # FLK960111	60% of base salary replacement income to age 65 or end of disability	Active
Supplemental Long Term Disability Executives	Employer contributory Plan	Propex Inc./UNUM	Long Term Disability Insured		60% or 65% of base salary replacement income to age 65 or end of disability	Active
Group Basic Life Plan	Employer provided Plan	Propex Inc. MetLife	Life Policy/Plan	Individual Policy Policy # 117545-1-G	One times annual salary (max of \$50,000)	Active

Plan Name	Description	Plan Sponsor	Type of Plan	Plan Number	Type of Benefit Provided	Status
Group Accidental Death and Dismemberment Plan	Employer provided Plan	Propex Inc.	AD&D Policy/Plan	Policy # OK 961438	Two times annual salary or partial payment for dismemberment (max \$50,000)	Active
Group Blanket Accidental Death Plan	Employer provided Plan	Propex Inc.	Cigna OAD Policy/Plan	Policy # ABL 961455	Three times annual salary for on the job death or dismemberment (partial).	Active

Schedule 5.12(b)(i)
ERISA or Section 412 Employee Benefit Plans

1. Propex Inc. Cash Balance Retirement Plan.
2. Propex Inc. Cash Value Retirement Plan.

Schedule 5.12(b)(ii)
Multiemployer Plans

None.

Schedule 5.12(c)
Employee Benefit Plan Liability

To the Knowledge of the Sellers, the Pension Benefit Guaranty Corporation may terminate certain of their defined benefit pension plans.

Schedule 5.12(d)
Employee Benefit Plan Acceleration

None.

Schedule 5.12(e)
Employee Benefit Health Benefits

Employee Severance Obligations

As part of Joe Dana's termination agreement, Propex Inc. is required to provide medical coverage equal to that Propex Inc. provided to Mr. Dana while he was employed. Propex Inc. is required to provide this coverage until Mr. Dana reaches the age of 65. As part of the termination agreement, Mr. Dana pays the coverage portion equal to that which he was paying during the time he was employed.

Propex Medical Program Obligations

The Propex Medical Program was amended to provide that (i) effective August 12, 2008, no person (except an eligible retiree who is actually purchasing Retiree Medical Coverage on such date) shall be eligible to elect purchase Retiree Medical Coverage, and (ii) any eligible retiree who, as of August 12, 2008, is purchasing Retiree Medical Coverage shall continue to be able to purchase such coverage in accordance with the terms thereof, subject to the Company's continued reservation of the right to amend or terminate such Retiree Medical Coverage at any time.

Schedule 5.12(h)
Foreign Benefit Plans

Propex Fabrics de Mexico, S.A. de C.V. & Propex Fabrics Servicios, S.A. de C.V.

Propex Fabrics Servicios, S.A. de C.V. Benefits Plan

Severance Policy – Dated December 17th, 2008

Propex Profit Sharing Policy Statement. This is required by Mexican Law.

Propex Fabrics Magyarország Termelő Korlatolt Felelősségű Társaság

		HUF per month	USD per month fx-rate 237
travel allowance to work (required by labor law)	avg per empl.	7,000	29.54
monthly meal vouchers	per empl	6,000	25.32
monthly contribution to a health fund	per empl	3,000	12.66
payment (one time) in case of a first line relative	per empl	50,000	210.97

Propex do Brasil Ltda.

Profit Sharing Agreement-Values
Profit Sharing-Brazilian Law No. 10.101
Collective Agreement-Profit Sharing 2008
Benefit-Odontoprev (dentists)
Benefit-Parana Clinicas health care)
Benefit-Princesa dos Campos (bus)
Cafeteria Contract
Pension Plan Policy

Propex Concrete Systems Limited

Pension Contributions

The Propex Concrete Systems Limited contributes to four types of pension schemes, which are operated to ensure known liabilities for the Company. All schemes are approved by the Inland Revenue, and are non contributory from the Employee.

The four schemes are :

UK Executive Pension Scheme

Plan Details – Operated by Norwich Union

Plan Type : Defined Contribution

Operated in line with the Contractual Agreements in place for the Managing Director.

The current Company contribution is 15% of Total Remuneration

UK Group Company Pensions Scheme

Plan Details – Operated by Norwich Union and Suffolk Life Annuities

Plan Type : Defined Contribution

Date Applicable : Various

The Propex Group Pension scheme operates for UK based staff who have been offered a pension as part of their employment package.

The scheme operates on a defined contribution, money purchase basis, with a tiered approach to Company contributions, currently being:-

Management staff	7%	of basic salary
Sales staff	4%	of basic salary
Customer Service and Finance staff	4%	of basic salary

UK Stakeholder Pension Scheme

Plan Details – Operated by Standard Life

Plan Type : Designated Stakeholder Scheme

in recent years the UK government has established new legislation to create a low cost pension scheme to encourage both companies and individuals to start pension funds where there is no existing provision.

PCS currently has a Stakeholder Pension scheme in place and available to all employees but to date no employees have taken up this scheme.

Netherlands Pension Scheme – we retained two Employees from the acquisition of the MetalMix Company in the Netherlands several years ago to support our European logistics operations. In order to meet local employment regulations in the Netherlands, we use a local company to provide their HR administration which includes a pension scheme, the rules of which are

specified by the Netherlands government. Contributions are dictated by salary level and age of the employee.

Disability and Life Insurance

United Kingdom Plan Details – Operated by Unum Provident

Group Long Term Disability No. 914491

Plan Type : Multiple (Life)/ Percentage (Disability) of Salary at time of Claim

Death in Service

4 x Basic Salary Lump Sum Death in Service

Also for Executives: 2/3 prospective spouse's pension

Long Term Disability

75% of basic salary less state benefits provided for anyone who is unable to work due to sickness/disability after a continuous period of 26 weeks.

The Company operates Group Policies for both Disability and Life Insurance Policies in the UK. The annual group premiums are based on the normal criteria for such schemes and are based on:

Multiple of Salary or Salary Coverage Provided

Currently life insurance is based on a coverage level of four times the basic salary for each individual.

Long Term disability cover is provided after the normal terms and conditions of employment relevant to illness have been completed. The policy is in place to avoid future potential liabilities in this area being the ongoing responsibility of the Company.

Age

The scheme is based on risk multiples and therefore the individual costs are based, to a certain degree, on the age of the particular employee.

The UK policy is based on an annual renewal which takes place mid way through the current financial year. Both policies undergo a re-broking exercise annually to review premiums. Currently premium rates are static, any pay increases or changes in the risk within the group of employees is expected to have an effect overall of less than 5% on premiums.

Due to different legal requirements in the Netherlands relating to disability and life insurance, separate policies have been undertaken by our local HR administration provider to ensure that Propex Ltd meets both its obligations.

Medical Insurance

Plan Type : Exclusive Business Healthcare (Including Overseas Travel Cover)

Review Date of Scheme : 1st April,

Policy Number : 1002662505

Address : Standard Life, Marshall Point, 4 Richmond Gardens, Bournemouth, BH1 1JD

The Company operates a Medical Insurance Policy under a group umbrella scheme providing healthcare cover for employees resident in the UK and eligible to join the scheme.

The scheme operates to the normal criteria for such schemes and is based on:

Age

The key premium driver is the age of the members covered within the individual policies that operate under the umbrella scheme.

Claims per Individual

Claims have an impact on the risk associated to the individual policy and therefore the premium

Number of Family Members

The policies under normal circumstances extend to spouse and children. Again any claims or significant variances in ages can impact on the individual premiums.

All policies are renewed annually during the year, currently based on no significant changes in the risks associated with the overall group or individuals it is anticipated that renewals should be within 5% of the current premiums in place.

Propex Fabrics GmbH

Plan Name	Description	Plan Sponsor	Type of Plan	Type of Benefit Provided	Status
Propex Fabrics GmbH Pension Plan	Pension plan for employees	Propex Fabrics GmbH	Defined Benefit	Pension	Plan closed on December 31, 2002
Managing Director Pension Plan	Pension Plan for MD	Zwitser Leven	Defined Benefit	Pension	
Management Bonus Plan	Bonus Plan for five direct reports to MD	Propex Fabrics GmbH		Bonus	Plan is tied to business ebitda performance, no bonus earned in 2008.

Schedule 5.13
Foreign Pension Plans

Propex Fabrics GmbH

The corporate (Propex Fabrics GmbH) pension plan has unfunded projected benefit obligations under US GAAP in the amount of EUR 19,299,186). This pension plan was closed on December 31, 2002.

Schedule 5.14
Labor and Employment Matters

Sellers

None.

Foreign Subsidiaries

Propex Fabrics de Mexico, S.A. de C.V. & Propex Fabrics Servicios, S.A. de C.V.

Collective Bargaining Agreement with Industrial Union January 7th dated March 11th, 2008.

Propex do Brasil Ltda.

Collective Bargaining Agreement
Work Force Individual Contract (Model)

See Exhibit B.

Propex Fabrics Magyarország Termelő Kft.

Collective Agreement made between on the one hand with PROPEX Fabrics Magyarország Termelő Korlátolt Felelősségű társaság Registered seat: 9027 Győr Gésztenyefa u. 2. (hereinafter referred to as: employer) and on the other PROPEX Vasas Trade Union registered seat: 9027 Győr Gésztenyefa u. 2.

Propex Fabrics GmbH

Collective Bargaining Agreement with with Industrie-Gewerkschaft Metall (combined textile and metal workers union).

Collective Bargaining Agreement with Deutschen Angestellten-Gewerkschaft, Düsseldorf (white collar).

Schedule 5.15
Personnel Matters

Due to the competitively sensitive nature of information related to employees and other personnel, this Schedule has been redacted. All such information applicable to this Schedule was provided by Sellers to Purchasers on or before March 3, 2009.

Schedule 5.16
Litigation / Orders

Sellers

Pending Proceedings

In re Propex Inc. et al.,

United States Bankruptcy Court for the Eastern District of Tennessee, Jointly Administered under Case No. 08-10249

On January 18, 2008, Propex Inc., Propex Holdings Inc., Propex Concrete Systems Corporation, Propex Fabrics International Holdings I Inc., and Propex Fabrics International Holdings II Inc. (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11. The Debtors' bankruptcy case is ongoing, and the Debtors continue to be subject to various Proceedings and Orders related thereto.

American Fibers and Yarns Company ("AFY") vs. Propex, Inc.

Decatur County (Ga.) Superior Court Civil Action File No. 06-CV-823

Dispute over amounts and payment terms under a Lease Agreement and Site Services Agreement between Plaintiff and Propex Inc. as successor in interest of the Landlord. This lawsuit was resolved by an order, under Bankruptcy Rule 9019, in the Propex bankruptcy case approving a revised form of Site Services Agreement. Subsequent to that resolution, AF&Y filed its own chapter 11 proceeding in the District of Delaware. AF&Y, in its case, obtained a ninety day extension to the 120 day period to assume or reject real property leases. The 210 day period runs on April 21, 2009, and Propex has not consented to any extension to the time to assume or reject the Lease Agreement and, as a result, it appears that the Lease Agreement will be deemed rejected, and AF&Y must surrender possession of the real property to Propex. AF&Y owes Propex in excess of \$1.2 million in past due obligations under the Site Services Agreement that were incurred prior to the filing of AF&Y's bankruptcy case which has been fully accrued for by December 2008.

Shaw Industries Group, Inc. vs. Propex, Inc.

Superior Court of the State of Delaware In and For New Castle County Civil Action File No. 07C-09-049RRC

Claim for alleged misappropriation of trade secrets, fraud, breach of confidentiality and breach of Asset Purchase Agreement entered between the parties in October, 2005. The parties reached a settlement regarding this agreement which was approved by the Bankruptcy Court on October 29, 2008.

Catoosa Resources, LLC

United States Bankruptcy Court for the Eastern District of Tennessee, Jointly Administered under Case No. 08-10249

The Debtors had a contract with Catoosa Resources, LLC (“Catoosa”) to sell it unused and waste fabrics from the Debtors’ production facilities. In November, 2008, at which time Catoosa owed the Debtors a past due amount of approximately \$800,000.00, the Debtors declared Catoosa to be in default on the contract for non-payment of this past due accounts-receivable, and rejected the same. Concurrently with the Debtors’ rejection of the parties’ contract, Catoosa asserted that it had incurred damages stemming from Debtors’ alleged post-petition breaches of the parties’ contract, and from the Debtors’ post-petition rejection of the same. Catoosa further asserted that any amounts owed to the Debtors under the contract should be reduced based on Catoosa’s damages, which it estimates to be between \$300,000 and \$500,000. As of this date, Catoosa has paid \$250,000 of this accounts-receivable to the Debtors. A further \$250,000.00 is in the trust account of Catoosa’s attorney, pending resolution of this dispute. The disposition of this amount, as well as settlement of the remaining \$300,000.00 of the accounts-receivable balance, remains currently at issue. The parties remain in negotiations as to these disputed amounts.

Rogers Finishing: Propex, Inc. v. Rogers Finishing, LLC, d/b/a Add Bac, Inc.

Adversary proceeding, No. 08-01120, pending in the United States Bankruptcy Court for the Eastern District of Tennessee.

Propex, Inc., initiated this adversary proceeding against Rogers Finishing, LLC, d/b/a Add Bac, Inc. (“Rogers Finishing”), on August 13, 2008, seeking payment of a \$137,683.52 past due accounts-receivable owed by Rogers Finishing to Propex. Discovery is currently on-going and anticipated to close on March 27, 2009. A trial in this matter is set for April 24, 2009. Though the Parties have engaged in limited settlement discussions, it appears that settlement is not an option at this time. Based on the facts developed thus far, Propex has a strong legal position. Roger Finishing’s ability to satisfy any judgment granted Propex is in question, however.

Robin Madaris vs. SI Corporation Insurance Welfare Plan and Sun Life Assurance

Company U.S. District Court, Eastern District of Tennessee, Civil Action File No. 1:07-CV-281

ERISA action by former employee for plan benefits based upon denial of a long-term disability benefit claim. Plaintiff’s counsel has submitted and Defendant Sun Life has agreed to dismiss the SI Corporation Insurance Welfare Plan with prejudice by Stipulation of Dismissal.

Threatened Proceedings

BonTerra Weiland GmbH – A claim was made November 7, 2007, that Propex defend the BonTerra trademark in Japan, provide indemnification and reinstate the trademark for the benefit of BonTerra Weiland GmbH. Formal denial of liability has been made on behalf of Propex.

Hal Payne – A notice of claim was made November 17, 2007, by Hal Payne, former employee, regarding dispute over terms of Termination Agreement and potential age discrimination claim. Last demand was for lump sum cash payment on January 3, 2008. Negotiations have been stayed.

W. Michael Coffin: A notice of claim was made January 8, 2008, by W. Michael Coffin, former COO, regarding termination issues. Claims under the terms of his Employment Agreement and Termination Agreement. Demand has been made for curing of alleged default payments.

Kemper Insurance Company Arbitration Award: Proceeding in conjunction with **VALDEZ** and other California construction defect litigation cases, to recover outstanding defense costs, including expert fees. Awards to SI Concrete Systems Corporation were made July 19, 2007 in the amount of \$166,452.00; August 6, 2007 in the amount of \$611,368.00 and a third award dated September 5, 2007 which was paid January 14, 2008 in the amount of \$807,486.41. These awards included penalties, interest and expert fees. Pursuant to the Arbitration Award, approximately \$90,000 is currently due for payment in expert fees.

Jason Wolfe: On or about February 22, 2008, a fatal accident involving a contract employee from a temporary agency occurred at the Ringgold, Georgia plant. While investigating this incident, OSHA issued citations unrelated to this matter (for a failure to maintain certain paperwork) and the Company paid a reduced penalty of \$4,500 to settle the regulatory citations. No claims have been made or threatened against the Company relating to the fatal accident.

Arthur A. & Constance J. Driver: Objection filed February 12, 2008, with U.S. Bankruptcy Court pursuant to current Chapter 11 proceeding. Drivers are holders of real property lease (Genesee Lease) identified in 14 (xi), Debtors' Motion for Order Authorizing Rejection of Certain Executory Contracts and Leases. Claim that dismissal would be in violation of Arbitration, Appellate Court and Idaho Supreme Court, Docket No. 28258/2891 subsequent to Bunters America sale to Synthetic Industries in 1999 and, loss of revenue in the amount of \$304,650.00.

EEOC CLAIMS

Lakeysha J. Smith v. Propex
EEOC Charge No. 415-2007-00509

Charge filed 10/5/07 – Pending

Ms. Lula J. Brownlee
Investigator
U.S. Equal Employment Opportunity Commission
Savannah Local Office
Suite G
410 Mall Boulevard
Savannah, GA 31406
PH: 800/669-6820

Savannah Local Office -
Jurisdiction under Regional;
Atlanta District Office
Sam Nunn Atlanta Federal Center
100 Alabama Street, S.W.
Suite 4R30
Atlanta, GA 30303
Robert Dawkins, Regional Atty.
Bernice Williams-Kimbrough, Dr.
PH: 800-669-4000

Ulanda L. Coleman v. Propex Fabrics Fibers
EEOC Charge No. 415-2008-00133

Charge filed 10/23/07 - Pending

Ms. Janice D. Smith
Local Office Director
U.S. Equal Employment Opportunity Commission
Savannah Local Office
Suite G
410 Mall Boulevard

Savannah, GA 31406
PH: 800/669-6820

Damion McCray
EEOC Charge No. 410-2006-0256

Charge filed 2/1/07, claimed amended Charge from Charge filed 6/7/06. Dismissal and Notice of Rights filed 6/27/07 – Statutory 90days to file suit has expired however, race discrimination charge under 42 U.S.C. §1981 statute of limitations has not tolled.

Mr. Axel Naveira
Federal Investigator
Equal Employment Opportunity Commission
Atlanta District Office
Suite 4R30
100Alabama Street, S.W
Atlanta, GA 30303
PH: 800/669-4000

Workers' Compensation Claims

PETERS MARY L – Loss Date 1/21/2005 Open Status Incurred Total -\$55,259.19 – State of Tennessee

Attorney for Claimant: Herb Thornberry
732 Cherry Street
Chattanooga, TN 37402

Attorney for Propex: Marc Harwell
Leitner, Williams, Dooley & Napolitan., PLLC
801 Broad Street, 3rd Floor
Chattanooga, TN 37402

BOYD EARL D – Loss Date 5/14/2007 Open Status Incurred Total -\$17,404.50– State of Georgia

Attorney For Claimant: Barton Solomon
McMahan Law Firm
323 High Street
Chattanooga, TN 37402

Attorney for Propex: None Assigned

WARD ALFRED D - Loss Date 9/8/2007 Open Status Incurred Total\$39,309.56 – State of Georgia

Attorney for Claimant: Brent James
Harriss Hartman Law Firm

200McFarland Bldg
Rossville, GA 30741

Attorney for Propex: None Assigned

BRIDGES PEGGY H – Loss Date 7/18/2007 Open Status Incurred Total-\$4,405.60- State of Georgia

Attorney for Claimant: Kenneth Still
P. O. Box 511
Chattanooga, TN 37402

Attorney for Propex: Doug Lay
Kissiah & Lay
11675 Rainwater Drive, Suite 245
Alpharetta, GA 30004
Ph: (770)667-0600

Charlie L. Miller vs. Standard Coosa Thatcher Company/Cartex Mills; St Paul Travelers and Propex Fabrics (Successor to United Spinners Corporation) Claim Filed 1/16/02.

Propex is a party as successor in interest to United Spinners. Matter was tendered to BP under Indemnity Agreement entered by Propex and BP. BP has been defending in the name of Propex Fabrics. Case has been resolved pending payment on behalf of Propex Fabrics by BP thru ESIS. Total settlement of \$40,000.00. Propex settlement contribution is \$1,000.00.

Attorney for Propex: Kurt A. Seeber
Robinson & Lawing, LLP
101 N. Cherry Street, Suite 720
Winston-Salem, NC 27101
PH: 336/631-8500

Foreign Subsidiaries

Propex do Brasil Ltda.

C1- Brazil - Closed Labor Disputes

Name	Paid Values	Conclusion Date
Jose Doriko Galeski	2,371.52	2008-september
Jose Roberto Pereira	8,041.64	2008-march
Maria Jose da Silva	11,367.95	2008-february
Silvano Aparecido Falopa	5,465.67	2008-july
Silvio Rosa	69,359.16	2007-august

Textil Villa del Pego and Lonagro, customers of Propex do Brasil, filed a product quality complaint on 20 January 2009. This complaint is under investigation. Pending resolution of the investigation, the estimated maximum exposure to Propex do Brasil is approximately \$70,000.

IBAMA - Instituto Brasileiro do Meio Ambiente e dos Recursos Naturais Renováveis (Brazilian Institute of Environment and Renewal Natural Resources) is a federal institution subordinate to the Environment Ministry, responsible for the control and inspection regarding the environment preservation. IBAMA assessed a fine in the amount of R\$4,320 against Propex do Brasil in 2007 because, according to IBAMA, Propex do Brasil should have been submitting annual reports regarding potentially polluting activities to IBAMA since 2002; however, Propex do Brasil had never been informed about that obligation. Propex do Brasil has now provided the due records and is appealing to cancel or reduce the fine.

See Exhibit C.

See Schedule 5.14 for litigation and proceedings related to labor issues.

Propex Concrete Systems Ltd and Propex Concrete Systems Ltd, Australia

MetalMix BV : S & M Consulting f/k/a FSI (Marc Ramon) vs. Synthetic Industries (Europe) BV and Synthetic Industries Europe Ltd.– Pending claim in Belgium - Lawsuit filed June 12, 2003 with allegations of breach of a Distribution Agreement and infringement of trademark rights. Damages for contract breach are estimated by Plaintiff at EUR 1.3 million; damages for trademark infringement are claimed to be EUR 125,000. On July 6, 2000 Synthetic Industries (Netherlands) BV and Metalmix BV were respectively changed to SIND Finance BV and Synthetic Industries (Europe) BV. On March 1, 2002, Synthetic Industries (Europe) BV was dissolved, according to the Registry of Commerce of Amsterdam, ceased to exist on May 23, 2002. On May 25, 2003, the holding company of Synthetic Industries (Europe) BV, i.e. SIND Finance BV, was also dissolved. Various defenses for dismissal on the merits have been filed as to improper service and failure of jurisdiction. A provisional judgment has been entered by the Commercial Court of Kortrijk and a request for additional information to be reviewed by the Ministry of Foreign Affairs resulted in a favorable decision for Propex Concrete Systems Limited. The matter will now remain dormant unless the Plaintiff takes further action and will lapse automatically after 5 years if there is no activity. Propex Concrete Systems Limited considers this claim to have no basis and has not made any provision in its accounts for it.

Schedule 5.18(a)
Environmental Matters

See Schedule 5.18(b).

Schedule 5.18(b)
Notice of Violations of Environmental Laws

1. The Company was notified by the Georgia Department of Natural Resources, Environmental Protection Division, that it may be a potentially responsible party in connection with response actions at the Old City Landfill and the Old Hazlehurst Solid Waste Disposal Site located in Hazlehurst, Georgia, which may have been used for off-site disposal of wastes generated at the Hazlehurst Mill located at 95 E. Jefferson Street, Hazlehurst, Georgia, and at the ITL/Cook Site, which was previously owned by Amoco Fabrics and Fibers Company.
2. Most or all of the Company's facilities contain asbestos-containing materials ("ACM") and/or lead-based paint as part of the structures or equipment. Identified ACM is managed under Operations & Maintenance Plans prepared by the Company. Small amounts of ACM have been identified at the former SI Companies' site located at 4019 Industry Drive, Chattanooga Tennessee, and at the distribution site located at 1409 Coronet Drive, Dalton, Georgia. Maintenance personnel at the Chattanooga site and management personnel at the Dalton site have been formally advised about the presence of the identified ACM and cautioned that any disturbance of such materials should be done by properly licensed and trained contractors.
3. The Company may be subject to EPA effluent limitation guidelines ("ELG") related to Organic Chemicals, Plastics, and Synthetic Fibers ("OCPSE"), Plastics Molding and Forming, and Textile Mills for wastewater discharge from its domestic manufacturing facilities in Bainbridge, Hazlehurst, Nashville and Seneca (currently idle). The Company does not anticipate any significant liabilities in connection with this matter.
4. At the former Roanoke site (sold on April 3, 2006), Company personnel had identified isolated areas of debris in the southern portion of the site that included asbestos-containing brake pads, clutch plates and related components, as well as two partially crushed drums. The presence of the debris was first noted by Company personnel after fire pump testing at the site in August, 2005, caused soil erosion that revealed an area of buried brake pads and clutch plates. The source of the debris is believed to be from a former brake pad and clutch plate manufacturing facility located adjacent to the former Roanoke site. The Company's technical consultant inspected the area of the site where the debris was identified and prepared a work plan to remove the bulk of the debris by selective clearing and excavation at a cost of approximately \$60,000 to \$70,000 (based on excavation of 100 to 150 cubic yards of waste material). The Alabama Department of Environmental Management was notified about discovery of the asbestos-containing debris and the Company's work plan for removal of the debris was submitted to the agency. The debris and any contaminated soil has been excavated, removed, and remediated. This matter is resolved.
5. On March 27, 2006, the Instituto Ambiental do Parana of the Governo do Parana issued a notice of violation to Propex do Brasil Ltd. related to an excursion at the operation, as tested in a wastewater effluent sample, at the Propex do Brasil plant located at Rua Rodolpho Hatschbach, 1581, Curitiba, Parana, Brazil. IAP applied a fine of R\$ 7.000,00. Propex do Brasil Ltd. did not agree with the fine and so it is on judicial dispute.

6. IBAMA - Instituto Brasileiro do Meio Ambiente e dos Recursos Naturais Renováveis (Brazilian Institute of Environment and Renewal Natural Resources) is a federal institution subordinate to the Environment Ministry, responsible for the control and inspection regarding the environment preservation. IBAMA assessed a fine in the amount of R\$4,320 against Propex do Brasil in 2007 because, according to IBAMA, Propex do Brasil should have been submitting annual reports regarding potentially polluting activities to IBAMA since 2002; however, Propex do Brasil has never been informed about that obligation. Propex do Brasil has now provided the due records and is appealing to cancel or reduce the fine.

7. Violations or releases of Hazardous Substances are hereby incorporated by reference into this Schedule 5.18(b) to the extent (and only to the extent) such violations or releases are specifically and explicitly identified in the "Findings and Conclusions" or "Executive Summary" sections of the following reports:

a. Health, Safety and Environmental Assessment, dated April 2004, prepared by URS, for the BP Fabrics & Fibers de Mexico Mathehuala Plants 1 and 2, located in Matehuala, San Luis Potosi, Mexico.

b. Health, Safety and Environmental Assessment, dated March 2003, prepared by URS, for the facility located at Rua Rodolpho Hatschbach 1581, Curitiba, Parana, Brazil.

c. Health, Safety and Environmental Assessment, dated April 2004, prepared by URS, for the facility located at Dueppelstrasse 16 - 48599, Gronau, Germany.

d. Health, Safety and Environmental Assessment, dated April 2004, prepared by URS, for the facility located at Gesztenyefa u. 2, H-9027 Győr, Hungary.

e. Health, Safety and Environmental Assessment, dated April 2004, prepared by URS, for the facility located at 1 Nashville Mills Road, Nashville, Georgia.

f. Health, Safety and Environmental Assessment, dated April 2004, prepared by URS, for the facility located at 1501 Colquitt Highway, Bainbridge, Georgia.

g. Health, Safety and Environmental Assessment, dated April 2004, prepared by URS, for the facility located at 821 Shugart Road, Dalton, Georgia.

h. Health, Safety and Environmental Assessment, dated April 2004, prepared by URS, for the facility located at 95 E. Jefferson Street, Hazlehurst, Georgia.

i. Health, Safety and Environmental Assessment, dated April 2004, prepared by URS, for the facility located at 1 Nashville Mills Road, Nashville, Georgia.

j. Health, Safety and Environmental Assessment, dated April 2004, prepared by URS, for the facility located at 3020 Shiloh Road, Seneca, South Carolina.

k. Report of Phase I Environmental Site Assessment, dated May 2005, prepared by QORE, Inc., for the facility located at 1515 North County Line Road, Alto, Georgia.

l. Report of Phase I Environmental Site Assessment, dated May 2005, prepared by QORE, Inc., for the facility located at 4019 Industry Drive, Chattanooga, Tennessee.

m. Report of Phase I Environmental Site Assessment, dated May 2005, prepared by QORE, Inc., for the facility located at 1409 Coronet Drive, Dalton, Georgia.

n. Report of Phase I Environmental Site Assessment, dated May 2005, prepared by QORE, Inc., for the facility located at 428 Rollins Industrial Boulevard, Ringgold, Georgia.

Schedule 5.18(c)
Hazardous Substances

See Schedule 5.18(b).

Schedule 5.19
Affiliated Transactions

<u>Intercompany Notes Payable</u>	Mexico to Propex Holdings I Inc.	\$ 3,800,000	Loan
	Geos/Concrete Notes Payable (both parties to such Notes are Sellers)	\$ 7,426,646	
<u>Intercompany Interest Payable</u>	Mexico to Propex Holdings I Inc.	\$ 439,062	Interest on Intercompany loan
<u>Intercompany Payables</u>	Propex Inc. to Propex Holdings I Inc.	\$ 9,449,195	Cash received by Propex Inc. on Propex Holdings I Inc behalf (Hungary payoff of loan payable to Propex I Holdings)
	Propex Inc. to Propex Holdings I Inc.	\$ 9,933,262	Cash dividends from Germany received by Propex Inc. on behalf of Propex Holdings I Inc.
	Propex Inc. to Propex Holdings I Inc.	\$ 3,655,880	Cash from closed Canadian bank accounts received by Propex Inc. on behalf of Propex Holdings I Inc.
	Propex Inc. to Propex Holdings I Inc.	\$ 4,449,000	Mexico loan payments received by Propex Inc. on behalf of Propex Holdings I Inc.
	Propex Inc. to Propex Holdings Inc. (Parent)	\$ 1,461,000	Cash received by Propex Inc. from Parent bank account closure
	Propex Inc. to Propex Holdings I Inc.	\$7,000.00	Cash received by Propex Inc. from Propex Holdings I bank account closure
	UK to Propex Inc. (US)*	\$ 542,855	product
	Mexico to Propex Inc. (US)*	\$ 2,125,397	product
	Germany to Propex Inc. (US)*	\$ 38,303	Insurance billing
	Hungary to Propex Inc. (US)*	\$ 14,335	Insurance billing
	Germany to Hungary	\$ 2,981,467	product
	Hungary to Germany	\$ 168,452	product & administrative services
	Mexico to Mexico Services	\$ 1,196,940	labor
	Mexico Services to Mexico	\$ 73,098	Administrative Services

*Benefit of these payments to be transferred to Purchaser or an affiliate thereof at closing.

Intercompany Agreements

- 1) Loan for use Agreement – Barmag Extrusion Line; Lease agreement for extrusion equipment, leased from Propex Inc. by Propex do Brasil Ltd.
- 2) Loan for use Agreement – Winder Loom and NIP Extrusion; Lease agreement for extrusion equipment, leased from Propex Inc. by Propex do Brasil Ltd.

- 3) Distribution agreement between Propex Germany and Propex Hungary (Propex Germany is a distributor for products made at Propex Hungary).
- 4) Employee secondment agreement between Propex Germany and Propex Hungary.

Sellers' Employment Contracts with Insiders:

<u>Employee</u>	<u>Contract Effective Date</u>	<u>Court Approval Date</u>
Stan Brant	May 6, 2008	June 11, 2008
Richard Franks	July 1, 2008	August 6, 2008
Hugh McClain	May 6, 2008	June 11, 2008
Randy Powell	December 19, 2008	January 21, 2009
Martin T. de Vries	December 19, 2008	January 1, 2009
Woody McGee	March 17, 2008	N/A
Jeff Krupcale	November 12, 2001	N/A
Kirk Smith	February 26, 2002	N/A
Terry Hughes	October 29, 2007	N/A
Kurt Davis	November 15, 2004	N/A
Ed Merchlinsky	November 15, 2004	N/A

Schedule 5.20
Relationships with Customers and Suppliers

Due to the competitively sensitive nature of information related to customers and suppliers, this Schedule has been redacted. All such information applicable to this Schedule was provided by Sellers to Purchasers on or before March 3, 2009.

Schedule 5.22
Brokers

None.

Schedule 5.23
Absence of Certain Developments

Sellers

The Sellers committed a financial covenant default for December 2008 (CAPEX) under their DIP Credit Agreement. The default was subsequently waived by the DIP Lender.

Propex do Brasil Ltda

Textil Villa del Pego and Lonagro, customers of Propex do Brasil, filed a product quality complaint on 20 January 2009. This complaint is under investigation. Pending resolution of the investigation, the estimated maximum exposure to Propex do Brasil is approximately \$70,000.

<u>Propex Concrete Systems (Australia) Limited</u>					
HSBC Bank Plc	21586629	Business Current Account	Sterling	K Smith / A Limb / T Johnson	2 Signatures
HSBC Bank Australia Ltd	011-342086-001	Business Current Account	Australian Dollar	K Smith / A Limb / T Johnson	2 Signatures
HSBC Bank Australia Ltd	011-342086 -163	Deposit Account	Australian Dollar	K Smith / A Limb / T Johnson	2 Signatures
<u>Propex Fabrics GmbH</u>					
Commerzbank	20 12 250 00	daily cash	EUR	T.Stroot/D.Graeve/B.Loske/M.Fleige/D.Latacz/K.Eefting	
Commerzbank	20 12 250 10	overnight money	EUR		
Commerzbank	20 12 250 81	Cash restricted	EUR		
Commerzbank	20 12 250 01	Cash restricted	EUR		
Deutsche Bank	36 80 808	daily cash	EUR	T.Stroot/D.Graeve/B.Loske/M.Fleige/D.Latacz/K.Eefting	
<u>Propex do Brasil Ltda</u>					
HSBC Bank	0672/21953-53	payroll	Brazilian Real	Joao Alberto Panceri	João sign alone
HSBC Bank		payroll		Higino Zanin	Higino sign alone
HSBC Bank	0672/21953-53	Acc. Payables and receivables	Brazilian Real	Joao Alberto Panceri	João sign alone
HSBC Bank				Higino Zanin	Sign with other manager
HSBC Bank				Rui Dorighello	Sign with other manager
HSBC Bank				Milton R. Truite	Sign with other manager

Proplex Fabrics Magyarország Termelő Kft.									
UniCredit Bank Hungary Zrt.	10960008-000000002-61100004	Operational account			HUF			Friedel J. Hessling/Csepany Laszlane/Lengyel Jozsef/Tamas Kelemen/Toth Tiborne	
UniCredit Bank Hungary Zrt.	10918001-000000002-61100097	Operational account			EUR			Friedel J. Hessling/Csepany Laszlane/Lengyel Jozsef/Tamas Kelemen/Toth Tiborne	
UniCredit Bank Hungary Zrt.	10918001-000000002-61100107	Technical payroll account			HUF			Friedel J. Hessling, Csepany Laszlane	
PROPEX FABRICS DE MEXICO									
BANORTE PESOS	1212-6				Mexican Pesos			Ing. Gerardo Ruiz Meza/C.P. Mario Alberto Carmona Flores/C.P. Luis Armando Ovalle Villegas	
BANORTE DOLARES	010393445 1				USD			Ing. Gerardo Ruiz Meza/C.P. Mario Alberto Carmona Flores/C.P. Luis Armando Ovalle Villegas	
BBVA BANCOMER, SA. (PESOS)	0447397461				Mexican Pesos			Ing. Gerardo Ruiz Meza/C.P. Mario Alberto Carmona Flores/C.P. Luis Armando Ovalle Villegas	
BBVA BANCOMER DOLARES	0447397553				USD			Ing. Gerardo Ruiz Meza/C.P. Mario Alberto Carmona Flores/C.P. Luis Armando Ovalle Villegas	
BANK OF AMERICA	3756279250				USD			Ing. Gerardo Ruiz Meza/C.P. Mario Alberto Carmona Flores/C.P. Luis Armando Ovalle Villegas	

PROPEX FABRICS SERVICIOS									
BANCO MERCANTIL DEL NORTE, SA	01209-6				Mexican Pesos			Ing. Gerardo Ruiz Meza/C.P. Mario Alberto Carmona Flores/C.P. Luis Armando Ovalle Villegas	
BBVA BANCOMER	0447433050				Mexican Pesos			Ing. Gerardo Ruiz Meza/C.P. Mario Alberto Carmona Flores/C.P. Luis Armando Ovalle Villegas	

Note: Prior to the Closing, Sellers will be opening a domestic USD-denominated checking account for holding the “Carve Out” monies and their subsequent disbursements post-transaction. Woody McGee will be the signer on that account.

Schedule 5.25
Officers and Directors

ENTITY NAME	DIRECTORS	OFFICERS	OFFICER TITLE/POSITION HELD
Propex Holdings Inc.	William C. Oehmig Hunter Nelson Richard D. Paterson Gene G. Stoever	Woody M. McGee William S. Brant Jr. Martin T. de Vries	President/Chief Executive Officer Executive Vice President/Chief Operating Officer Executive Vice President/Chief Financial Officer/Secretary/Treasurer
Propex Inc.	William C. Oehmig Hunter Nelson Richard D. Paterson Gene G. Stoever	Woody M. McGee William S. Brant Jr. Martin T. de Vries Bettina Johnson	President/Chief Executive Officer Executive Vice President/Chief Operating Officer Executive Vice President/Chief Financial Officer/Treasurer Corporate Controller/Secretary
Propex Fabrics International Holdings I ("Holdings I")	Theo W. Stroot J.A. Panceri	William S. Brant, Jr. Martin T. de Vries Bettina Johnson	President Vice President/Treasurer/Secretary Attorney-in-Fact
Propex Fabrics International Holdings II ("Holdings II")	Theo W. Stroot J.A. Panceri	William S. Brant, Jr. Martin T. de Vries Bettina Johnson	President Vice President/Treasurer/Secretary Attorney-in-Fact
Propex Concrete Systems Corporation	William C. Oehmig Hunter Nelson Richard D. Paterson Gene G. Stoever	Woody M. McGee William S. Brant, Jr. Martin T. de Vries Bettina Johnson	President & Chief Executive Officer Executive Vice President/Chief Operating Officer Executive Vice President/Chief Financial Officer/Treasurer Corporate Controller/Secretary
Propex do Brasil Ltda.	None	Bettina Johnson J.A. Panceri Joao Casilo	General Officer/General Manager Officer
Propex Fabrics GmbH	Theo W. Stroot (Managing Director)	Dieter H. Graeve D. Latacz	Director Finance HR Manager
Propex Fabrics de Mexico, S.A. de C.V.	William S. Brant, Jr. Edmund Merchlinsky Martin T. de Vries Richard Franks (Alt.) Hugh McClain (Alt.) *Charla Hodges (Alt.)	William S. Brant, Jr. Martin T. de Vries *Charla Hodges Bettina Johnson Joaquin Alonso Rafael Maya	President Vice President/Treasurer/Secretary Vice President/General Director Assistant Treasurer Assistant Secretary Examiner (Principal)

	G.G. Ruiz (Managing Director)	Jorge Hernandez	Examiner (Alternate)
Propex Fabrics Servicios, S.A. de C.V.	*working to remove William S. Brant, Jr. Edmund Merchlinsky Martin T. de Vries Richard Franks (Alt.) Hugh McClain (Alt.) *Charla Hodges (Alt.) *working to remove	*working to remove William S. Brant, Jr. Martin T. de Vries *Charla Hodges Bettina Johnson Joaquin Alonso Rafael Maya Jorge Hernandez *working to remove	President Vice President/Treasurer/Secretary Vice President/General Director Assistant Treasurer Assistant Secretary Examiner (Principal) Examiner (Alternate)
Propex Fabrics Magyarország Termelő Korlátolt Felelősségű Társaság	Friedel J. Hessling (Managing Director) *Lee McCarter (Managing Director) *working to remove	Dieter H. Graeve Janos Haraszi Theo W. Stroot	Supervisory Board Supervisory Board Supervisory Board
Propex Concrete Systems Ltd	Ken Smith (Managing Director) Woody M. McGee (Director)	Martin T. de Vries	Secretary
Propex Concrete Systems Ltd, Australia	Ken Smith (Managing Director)	Andrew Limb	Secretary

Schedule 7.3
Business Conduct Exceptions

Propex Fabrics de Mexico, S.A. de C.V.

Propex Fabrics de Mexico, S.A. de C.V. is currently in negotiations with Bombril, S.A. regarding a supply agreement for steel fiber in South America.

Schedule 7.10(b)
Lease Modification Exceptions

None.

Schedule 8.2(e)
Required Third Party Consents for Material Contracts

To the extent not otherwise deemed to have been provided by and through the entry of the Sale Order by the Bankruptcy Court, Sellers shall obtain Third Party consents on or prior to Closing related to the following:

1. Software End-User License Agreement between SAP America, Inc. and Synthetic Industries, Inc., effective November 20, 1998.
2. Term Sheet by and between Propex Fabrics GmbH and Teijin Aramid BV dated as of December 8, 2008.
3. License Agreement between Synthetic Industries, Minnesota Mining and Manufacturing Company, and 3M Innovative Properties Company, effective September 1, 2001.
4. Pursuant to and consistent with Section 8.1(a) of the Agreement, (a) all authorizations, consents, filings and approvals necessary to permit the parties to consummate the transactions contemplated in the Agreement and (b) all terminations or expirations of waiting periods imposed (and any extension thereof) by any Governmental Authority necessary for the transactions contemplated by the Agreement (including those under the HSR Act or similar foreign statute or rule).

EXHIBIT A

I. Patents

Owner	Pat No. / App No.	CountryName	Status	File Date / Issue Date	Pub. Date / Expiration Date	Invention Title
Propex Fabrics Inc.	2178942	Canada	Pending	13-Oct-1995		Electrically Conductive Tapes and Process
Propex Fabrics Inc.	08/913,435	United States of America	Pending	11-Dec-1997		Improved Carpet Construction and Carpet Backings for Same
Propex Fabrics Inc.	2448994	Canada	Pending	12-Nov-2003		Secondary Carpet Backing and Carpets
Propex Fabrics Inc.	10/701,519	United States of America	Pending	06-Nov-2003	13-May-2004	Secondary Carpet Backing and Carpets
Propex Fabrics Inc.	10/850,329	United States of America	Pending	20-May-2004		Tuftable Carpet Backings and Carpets with Enhanced Tuft Holding Properties
Propex Fabrics Inc.	2389068	Canada	Pending	27-Oct-2000		Carpets with Improved Fuzzy Resistance
Propex Fabrics Inc.	09/696,519	United States of America	Pending	25-Oct-2000		Carpets with Improved Fuzzy Resistance
Propex Fabrics Inc.	11/362,700	United States of America	Pending	2/27/06		Composite Secondary Backing, Method of Manufacture Thereof, and Carpet Made Therefrom
Propex Fabrics Inc.	06736207.9	EP	Pending			Composite Secondary

Owner	Pat No. / App No.	CountryName	Status	File Date / Issue Date	Pub. Date / Expiration Date	Invention Title
				2/27/06		Backing, Method of Manufacture Thereof, and Carpet Made Therefrom
Propex Fabrics Inc.	60/657,042	United States of America	Pending	28-Feb- 2005		Composite Secondary Backing, Method of Manufacture Thereof, and Carpet Made Therefrom
Propex Fabrics Inc.	10/997,460	United States of America	Pending	24-Nov- 2004	07-Jul-2005	Improved Carpet Construction and Carpet Backing For Same
Propex Fabrics Inc.	5013518.5	European Patent Convention	Pending	23-Jun- 2005		Trauma Pack
Propex Fabrics Inc.	6129879	United States of America	Granted	10-Oct- 2000	12-Sep-2017	Propylene Polmer Fibers and Yarns
Propex Fabrics Inc.	6716511	United States of America	Granted	06-Apr- 2004	12-Sep-2017	Propylene Polymer Fibers and Yarns
Propex Fabrics Inc.	5759462	United States of America	Granted	02-Jun- 1998	02-Jun-2015	Electrically Conductive Tapes and Process
Propex Fabrics Inc.	1115923	Austria	Granted	26-Nov- 2003	12-Aug- 2018	Propylene Polymer Fibers and Yarns
Propex Fabrics Inc.	1115923	Belgium	Granted	26-Nov- 2003	12-Aug- 2018	Propylene Polymer Fibers and Yarns
Propex Fabrics Inc.	1115923	Germany	Granted	26-Nov- 2003	12-Aug- 2018	Propylene Polymer Fibers and Yarns
Propex Fabrics Inc.	1115923	Luxembourg	Granted	26-Nov- 2003	12-Aug- 2018	Propylene Polymer Fibers and Yarns
Propex Fabrics Inc.	224507	Mexico	Granted	29-Nov- 2004	12-Aug- 2018	Propylene Polymer Fibers and Yarns
Propex Fabrics Inc.	1115923	United Kingdom	Granted	26-Nov- 2003	12-Aug- 2018	Propylene Polymer Fibers and Yarns

Owner	Pat No. / App No.	CountryName	Status	File Date / Issue Date	Pub. Date / Expiration Date	Invention Title
Propex Fabrics Inc.	5945215	United States of America	Granted	31-Aug- 1999	12-Sep-2017	Propylene Polymer Fibers and Yarns
Propex Fabrics Inc.	707673	Australia	Granted	28-Oct- 1999	13-Oct-2015	Electrically Conductive Tapes and Process
Propex Fabrics Inc.	734318	Austria	Granted	30-Aug- 2000	13-Oct-2015	Electrically Conductive Tapes and Process
Propex Fabrics Inc.	734318	Belgium	Granted	30-Aug- 2000	13-Oct-2015	Electrically Conductive Tapes and Process
Propex Fabrics Inc.	ZL 95191032.9	China (Peoples Republic)	Granted	19-Sep- 2001	13-Oct-2015	Electrically Conductive Tapes and Process
Propex Fabrics Inc.	292645	Czech Republic	Granted	10-Sep- 2003	13-Oct-2015	Electrically Conductive Tapes and Process
Propex Fabrics Inc.	734318	France	Granted	30-Aug- 2000	13-Oct-2015	Electrically Conductive Tapes and Process
Propex Fabrics Inc.	734318	Germany	Granted	30-Aug- 2000	13-Oct-2015	Electrically Conductive Tapes and Process
Propex Fabrics Inc.	219331	Hungary	Granted	07-Feb- 2001	13-Oct-2015	Electrically Conductive Tapes and Process
Propex Fabrics Inc.	734318	Italy	Granted	30-Aug- 2000	13-Oct-2015	Electrically Conductive Tapes and Process
Propex Fabrics Inc.	197248	Mexico	Granted	28-Jun- 2000	13-Oct-2015	Electrically Conductive Tapes and Process
Propex Fabrics Inc.	734318	Netherlands	Granted	30-Aug- 2000	13-Oct-2015	Electrically Conductive Tapes and Process
Propex Fabrics Inc.	295849	New Zealand	Granted	19-Oct- 1998	13-Oct-2015	Electrically Conductive Tapes and Process
Propex Fabrics Inc.	179319	Poland	Granted	03-Feb- 2000	13-Oct-2015	Electrically Conductive Tapes

Owner	Pat No. / App No.	CountryName	Status	File Date / Issue Date	Pub. Date / Expiration Date	Invention Title and Process
Propex Fabrics Inc.	734318	Portugal	Granted	30-Aug- 2000	13-Oct-2015	Electrically Conductive Tapes and Process
Propex Fabrics Inc.	2149380	Spain	Granted	30-Aug- 2000	13-Oct-2015	Electrically Conductive Tapes and Process
Propex Fabrics Inc.	734318	Switzerland	Granted	30-Aug- 2000	13-Oct-2015	Electrically Conductive Tapes and Process
Propex Fabrics Inc.	734318	United Kingdom	Granted	30-Aug- 2000	13-Oct-2015	Electrically Conductive Tapes and Process
Propex Fabrics Inc.	5763069	United States of America	Granted	09-Jun- 1998	14-Oct-2014	Electrically Conductive Tapes and Process
Propex Fabrics Inc.	821748	Belgium	Granted	05-Dec- 2001	15-Mar-2016	Improved Carpet Construction and Carpet Backings for Same
Propex Fabrics Inc.	821748	Germany	Granted	05-Dec- 2001	15-Mar-2016	Improved Carpet Construction and Carpet Backings for Same
Propex Fabrics Inc.	821748	Netherlands	Granted	05-Dec- 2001	15-Mar-2016	Improved Carpet Construction and Carpet Backings for Same
Propex Fabrics Inc.	821748	United Kingdom	Granted	05-Dec- 2001	15-Mar-2016	Improved Carpet Construction and Carpet Backings for Same
Propex Fabrics Inc.	5942451	United States of America	Granted	24-Aug- 1999	02-May- 2017	Antiskid Fabric
Propex Fabrics Inc.	5942452	United States of America	Granted	24-Aug- 1999	02-May- 2017	Antiskid Fabric

Owner	Pat No. / App No.	CountryName	Status	File Date / Issue Date	Pub. Date / Expiration Date	Invention Title
Propex Fabrics Inc.	5641002	United States of America	Granted	24-Jun- 1997	24-Jun-2014	A Method of Insertion of the Weft Thread Into The Shed of an Air-Operated Jet Loom and A Device ofr Carrying Out the Method
Propex Fabrics Inc.	6897170	United States of America	Granted	24-May- 2005	08-Dec-2019	Tuftable Fabric with Balanced Construction
Propex Fabrics Inc.	1240381	Austria	Granted	14-Dec- 2005	27-Oct-2020	Carpets with Improved Fuzzy Resistance
Propex Fabrics Inc.	1240381	Belgium	Granted	14-Dec- 2005	27-Oct-2020	Carpets with Improved Fuzzy Resistance
Propex Fabrics Inc.	1240381	European Patent Convention	Granted	14-Dec- 2005	27-Oct-2020	Carpets with Improved Fuzzy Resistance
Propex Fabrics Inc.	1240381	France	Granted	14-Dec- 2005	27-Oct-2020	Carpets with Improved Fuzzy Resistance
Propex Fabrics Inc.	1240381	Germany	Granted	14-Dec- 2005	27-Oct-2020	Carpets with Improved Fuzzy Resistance
Propex Fabrics Inc.	1240381	Italy	Granted	14-Dec- 2005	27-Oct-2020	Carpets with Improved Fuzzy Resistance
Propex Fabrics Inc.	1240381	Netherlands	Granted	14-Dec- 2005	27-Oct-2020	Carpets with Improved Fuzzy Resistance
Propex Fabrics Inc.	1240381	United Kingdom	Granted	14-Dec- 2005	27-Oct-2020	Carpets with Improved Fuzzy Resistance
Propex Fabrics Inc.	6849565	United States of America	Granted	01-Feb- 2005	11-Dec-2017	Improved Carpet Construction and Carpet Backings For Same

Owner	Pat No. / App No.	CountryName	Status	File Date / Issue Date	Pub. Date / Expiration Date	Invention Title
Propex Fabrics Inc.	4844765	United States of America	Granted	04-Jul- 1989	14-Oct-2007	Method For Preparing Tufted File Carpet and Adhesuve Thereof
Propex Fabrics Inc.	4939036	United States of America	Granted	03-Jul- 1990	14-Oct-2007	Method For Preparing Tufted File Carpet and Adhesuve Thereof
Propex Fabrics Inc.	5108224	United States of America	Granted	28-Apr- 1992	01-Sep-2009	Silt Control Fabric
Propex Fabrics Inc.	5173356	United States of America	Granted	22-Dec- 1992	22-Dec-2009	Self-Bonded Fibrous NonWoven Webs
Propex Fabrics Inc.	5208098	United States of America	Granted	04-May- 1993	23-Oct-2010	Self-Bonded NonWoven Web and Porous Film Composites
Propex Fabrics Inc.	5073436	United States of America	Granted	17-Dec- 1991	12-Jan-2010	Multi-Layer Composite Non- Woven Fabrics
Propex Fabrics Inc.	482918	France	Granted	18-Feb- 1998	23-Oct-2011	Self-bonded Nonwoven Web and Net-like Web Composites
Propex Fabrics Inc.	482918	Italy	Granted	18-Feb- 1998	23-Oct-2011	Self-bonded Nonwoven Web and Net-like Web Composites
Propex Fabrics Inc.	3093381	Japan	Granted	28-Jul- 2000	23-Oct-2021	Self-bonded Nonwoven Web and Net-like Web Composites
Propex Fabrics Inc.	174270	Mexico	Granted	02-May- 1994	22-Oct-2011	Self-bonded Nonwoven Web and Net-like Web Composites
Propex Fabrics Inc.	482918	Netherlands	Granted	18-Feb- 1998	23-Oct-2011	Self-bonded Nonwoven Web and Net-like Web Composites

Owner	Pat No. / App No.	CountryName	Status	File Date / Issue Date	Pub. Date / Expiration Date	Invention Title
Propex Fabrics Inc.	204308	New Zealand	Granted	19-Feb-1995	22-Oct-2007	Self-bonded Nonwoven Web and Net-like Web Composites
Propex Fabrics Inc.	2112267	Spain	Granted	18-Feb-1998	23-Oct-2011	Self-bonded Nonwoven Web and Net-like Web Composites
Propex Fabrics Inc.	NI64053	Taiwan	Granted	04-Feb-1994	23-Oct-2011	Self-bonded Nonwoven Web and Net-like Web Composites
Propex Fabrics Inc.	5182162	United States of America	Granted	26-Jan-1993	24-Oct-2010	Self-bonded Nonwoven Web and Net-like Web Composites
Propex Fabrics Inc.	5201497	United States of America	Granted	13-Apr-1993	27-Jul-2010	Fence
Propex Fabrics Inc.	5114787	United States of America	Granted	19-May-1992	21-Sep-2010	Multi-Layer NonWoven Web Composites and Process
Propex Fabrics Inc.	5187005	United States of America	Granted	16-Feb-1993	24-Apr-2011	Self-Bonded NonWoven Web and Woven Fabric Composites
Propex Fabrics Inc.	5244724	United States of America	Granted	14-Sep-1993	08-May-2012	Self-Bonded Fibrous NonWoven Webs Having Improved Softness
Propex Fabrics Inc.	5925434	United States of America	Granted	20-Jul-1999	12-Jun-2017	Improved Tuftable backing and Carpet Construction
Propex Fabrics Inc.	6740385	United States of America	Granted	25-May-2004	28-Mar-2021	Tuftable and Tufted Fabrics
Propex Fabrics Inc.	5249893	United States of America	Granted	05-Oct-1993	05-Oct-2010	Erosion Control Mat

Owner	Pat No. / App No.	CountryName	Status	File Date / Issue Date	Pub. Date / Expiration Date	Invention Title
Propex Fabrics Inc.	5358356	United States of America	Granted	25-Oct- 1994	25-Oct-2011	Erosion Control Mat
Propex Inc	60/808,747	United States of America	E	5/26/07		Hot Gal Filtrat.Fab w/Silica
Propex Inc.	60/829,375	United States of America	Pending	10/13/06		Pool Cover w/Algaecide a/o Bac.to reduce alge/bac growth
Propex Inc	60/867,524	United States of America	Pending	11/28/06		Filter Grid Cover
Propex Inc	60/913,378	United States of America	Pending	4/23/07		Mth.& Syst. Support.of Mat. At cold temps
Propex Inc	PCT/US2007/069744	United States of America	Pending	5/25/07		Hot Gas Filtration Fab w/Silica & flam resis.
Propex Fabrics Inc.	4814219	United States of America	Granted	21-Mar- 1989	11-Mar-2006	Fusion of Thermoplastic Fabrics

Patent No. (Serial No)	Country	Owner of Record	Date	Description
689125	AU	Synthetic Industries		
736808	AU	Synthetic Industries	8/2/01	Fibers with improved sinusoidal conf
246756	AT	SI Corporation		
1047849	BE	SI Corporation	8/6/03	Fibers with improved sinusoidal conf
(2316920)	CA	SI Corporation	6/20/2000	Fibers with improved sinusoidal conf
2084286	CA	SI Corporation		
1047849	FR	SI Corporation	8/6/03	Fibers with improved sinusoidal conf
69910173	DE	SI Corporation	8/6/03	Fibers with improved sinusoidal conf
1047849	GB	SI Corporation	8/6/03	Fibers with improved sinusoidal conf
246756	IE	SI Corporation	8/6/03	Fibers with improved sinusoidal conf
(2000-540333)	JP	SI Corporation		
233720	KR	SI Corporation	12/9/98	Steel Fiber
204699	MX	SI Corporation	10/21/01	Reinforced Concrete containing Antimicrobial Fibers

E246756	ES	SI Corporation		
1047849	CH	SI Corporation	8/6/03	Fibers with improved sinusoidal conf
246756	NL	SI Corporation		
5456752	US	SI Concrete Systems Corporation ("SICSC")	10/10/95	Graded Fiber design & concrete reinforced therewith
6162845	US	SICSC	11/9/94	Reinforced Concrete containing Antimicrobial Fibers
5628822	US	SICSC	5/13/97	Graded Fiber design & concrete reinforced therewith
5981630	US	SICSC	11/9/99	Fibers with improved sinusoidal conf
5419965	US	SICSC	5/30/95	Reinf.element w/slot& optional anch.&reinforcing material
6550362	US	SICSC	4/22/03	Apparatus & Meth.for dispensing fibers into cementitious materials
2005202739	AU	SI Corporation		
5326192	USA	SI Corporation	7/5/94	Method for Improving Appear.and Perf.Char. of Truf Surfaces
2174355	CA	SI Corporation	4/12/05	High Profile Geotextile Fabrics
2497381	CA	SI Corporation	9/15/94	High Profile Geotextile Fabrics
2509811	CA	SI Corporation		
(2005-189552)	JP	SI Corporation	6/29/05	Pyramidal fabrics having multi lobe fil.yars & method for Erosion control
(PA/a/2005/00708)	MX	SI Corporation		
20509811	6/13/05	SI Corporation	6/13/05	Pyramidal fabrics having multi lobe fil.yars & method for Erosion control
PCT/US05/43173	PCT	SI Geosolutions Corporation ("SIGC")	11/30/05	Flame res.fiber blends fire & Heat barrier fabrics
5616399	US	SIGC	4/1/97	Geo.fab with waffle or honeycomb weave
5567087	US	SIGC	10/22/96	Geo.fab with waffle or honeycomb weave
5481786	US	SIGC		
6559207	US	SIGC	5/6/03	Flame Resis.polymer & Meth.for rendering polymer flame resist.
6418974	US	SIGC	7/16/02	Woven fabric using 3 dimensional & Flat weave
(10/657,635)	US	SIGC	9/8/03	Weed Barrier & art.mulch w/degradable port related method
(10/626,260)	US	SIGC	7/24/03	Turf Reinforcing mat having multi dimensional fibers for erosion control
(11/142,412)	US	SIGC	6/2/05	Pyramidal fabrics having multi lobe fil.yars & method for Erosion control

(11/001,539)	US	SIGC	11/30/04	Flame Resistant Fiber Blend and Fabrics made therefrom
(60/660,620)	US	SIGC	3/11/05	Hot Gas filt.fabric w/novel fibers
(60/739,136)	US	SIGC	11/22/05	Mono-axially oriented & annealed films with high cross mach toughness
(11/297,022)	US	SIGC	12/8/05	Pyramidal fabrics having multi lobe fil.yars & method for Erosion control

II. Trademarks

Trademark	Status	Application No.	Filing Date	Country	Registration No.	Registration Date	Class(es)	Action Due	Due Date
ACCUFEEDER	Registered	78/828,446	March 3, 2006	U.S.A.	3258061	July 3, 2007	07 Int.	Sec 8&15 Dec - 6th Year	July 3, 2011
ACTIONBAC	Registered	2531009	July 27, 2004	Argentina	2.075.056	March 23, 2006	27 Int.	Renewal Due	March 23, 2011
ACTIONBAC	Registered	84309	December 17, 1993	Belarus	5691	February 12, 1997	27 Int.	Renewal Due	December 17, 2013
ACTIONBAC	Registered	43368	February 15, 1980	Benelux	364646	September 5, 1980	27 Int.	Renewal Due	February 15, 2011
ACTIONBAC	Registered	948	May 5, 1992	Bolivia	C-59991	December 12, 1995	27 Int.	Renewal Due	December 12, 2015
ACTIONBAC	Registered	824136136	November 1, 2001	Brazil	824136136	April 17, 2007	27 Int.	Renewal Due	April 17, 2011
ACTIONBAC	Registered	399483	June 22, 1976	Canada	224421	November 11, 1977	27 Int.	Renewal Due	November 11, 2022
ACTIONBAC	Registered	94106821	October 1, 1994	China	901844	November 21, 1996	24 Int.	Renewal Due	November 21, 2016
ACTIONBAC	Registered	0-94839	November 30, 1994	Czech Republic	199187	April 20, 1997	27 Int.	Renewal Due	November 30, 2014
ACTIONBAC	Registered	154420	September 17, 2002	Egypt	154420	April 26, 2006	17 Int.	Renewal Due	September 17, 2012
ACTIONBAC	Registered	107862	April 1, 1996	European Community	107862	July 4, 2000	27 Int.	Renewal Due	April 1, 2011
ACTIONBAC	Registered	A28170	July 14, 1976	Germany	955 021	February 14, 1977	24 Int.	Renewal Due	July 14, 2011
ACTIONBAC	Registered	M0103063	May 21, 2001	Hungary	172 927	November 8, 2002	27 Int.	Renewal Due	May 21, 2011
ACTIONBAC	Pending	1563802	May 31, 2007	India			27 Int.	Check Status	May 31, 2011
ACTIONBAC	Registered	531723	July 15, 1992	Indonesia	531723	July 15, 1992	24 Int.	Renewal Due	July 15, 2011
ACTIONBAC	Registered	167096	September 23, 2003	Israel	167096	September 5, 2004	27 Int.	Renewal Due	September 23, 2013
ACTIONBAC	Registered	1-149155	December 26, 1989	Japan	2586059	October 29, 1993	24 Int.	Renewal Due	October 29, 2011
ACTIONBAC	Pending		October 31, 2007	Jordan			27 Int.	Check Status	October 31, 2011
ACTIONBAC	Registered	90-122	January 5, 1990	Korea	213203	April 26, 1991	24 Int.	Renewal Due	April 26, 2011
ACTIONBAC	Pending	13332	November 6, 2007	Libya			27 Int.	Check Status	November 6, 2011
ACTIONBAC	Registered	89007710	December 14, 1989	Malaysia	89007710	December 14, 1989	24 Int.	Renewal Due	December 14, 2016
ACTIONBAC	Registered	235860	June 28, 1995	Mexico	502513	August 30, 1995	27 Int.	Renewal Due	June 28, 2011
ACTIONBAC	Pending	237251	June 2, 2007	Pakistan			27 Int.	Check Status	June 2, 2011

ACTIONBAC	Registered	121814	June 28, 2002	Panama	4308	April 27, 2004	27 Int.	Renewal Due	June 28, 2011
ACTIONBAC	ABANDONED	4-2004-008041	August 31, 2004	Philippines			24 Int.		
ACTIONBAC	Registered	Z-236336	May 31, 2001	Poland	236336	December 28, 2004	27 Int.	Renewal Due	May 31, 2011
ACTIONBAC	Registered	94022844	July 1, 1994	Russian Federation	133257	October 27, 1995	27 Int.	Renewal Due	July 1, 2011
ACTIONBAC	Registered	POZ 2917-94	December 5, 1994	Slovakia	180535	April 23, 1998	27 Int.	Renewal Due	December 5, 2011
ACTIONBAC	Pending	2001/09055	May 24, 2001	South Africa			27 Int.	Status Check	May 24, 2011
ACTIONBAC	Registered	(79)22880	May 25, 1990	Taiwan	500373	October 1, 1990	24 Int.	Renewal Due	October 1, 2010
ACTIONBAC	Registered	406261	February 13, 1990	Thailand	Kor110617	July 27, 1990	24 Int.	Renewal Due	February 13, 2011
ACTIONBAC	Registered	113015	April 13, 1977	Turkey	113015	April 17, 1978	27 Int.	Renewal Due	April 13, 2011
ACTIONBAC	Registered	94010285	January 14, 1994	Ukraine	10390	August 31, 1998	27 Int.	Renewal Due	January 14, 2011
ACTIONBAC	Pending	102336	November 11, 2007	United Arab Emirates			27 Int.	Check Status	November 11, 2011
ACTIONBAC (Stylized)	Registered	A312406	October 18, 1977	Australia	312406	October 18, 1977	27 Int.	Renewal Due	October 18, 2011
ACTIONBAC (Stylized)	Registered	353	March 18, 1981	Bulgaria	12963	June 10, 1981	27 Int.	Renewal Due	March 18, 2011
ACTIONBAC (Stylized)	Registered	7589	September 1, 1982	Chile	407628	October 8, 1982	27 Int.	Renewal Due	September 1, 2011
ACTIONBAC (Stylized)	Registered	199472	February 20, 1981	Colombia	106037	August 28, 1984	27 Int.	Renewal Due	February 20, 2011
ACTIONBAC (Stylized)	Registered	Z931512N	April 21, 1993	Croatia	Z931512	January 30, 1996	24 Int.	Renewal Due	April 21, 2011
ACTIONBAC (Stylized)	ABANDONED	VA 04.578 1976	October 19, 1976	Denmark	VR 00.297 1978	January 27, 1978	27 Int.		
ACTIONBAC (Stylized)	Registered	1373	July 19, 1982	Ecuador	1078982	November 23, 1982	27 Int.	Renewal Due	July 19, 2012
ACTIONBAC (Stylized)	Registered	58294	March 4, 1977	Greece	58294	August 17, 1978	27 Int.	Renewal Due	March 4, 2011
ACTIONBAC (Stylized)	ABANDONED	91416	October 7, 1976	Ireland	91416	April 29, 1981	27 Int.		
ACTIONBAC (Stylized)	Registered	54930	September 21, 1982	Israel	54930	September 18, 1988	27 Int.	Renewal Due	September 21, 2017
ACTIONBAC (Stylized)	Registered	15010	November 24, 1982	Kuwait	13993/15010	October 11, 1984	27 Int.	Renewal Due	November 24, 2012

ACTIONBAC (Stylized)	Registered	43699	March 21, 1983	Lebanon	43699	March 21, 1983	27 Int.	Renewal Due	March 16,
ACTIONBAC (Stylized)	ABANDONED	3464-M	December 21, 1987	Macao	3464-M	September 1, 1995	27 Int.		
ACTIONBAC (Stylized)	Registered	PZ-954-93	November 15, 1993	Macedonia	4047	June 12, 1996	24 Int.	Renewal Due	October 10
ACTIONBAC (Stylized)	Registered	95839	July 14, 1982	Malaya	M/95839	July 14, 1982	27 Int.	Renewal Due	July 14, 20
ACTIONBAC (Stylized)	Registered	32644	September 14, 1982	Morocco	32644	September 17, 1982	27 Int.	Renewal Due	September 2022
ACTIONBAC (Stylized)	Registered	121325	October 17, 1977	New Zealand	121325	August 27, 1981	27 Int.	Renewal Due	October 17,
ACTIONBAC (Stylized)	Published	42512/82	September 20, 1982	Nigeria			27 Int.	Status Check	June 5, 200
ACTIONBAC (Stylized)	Registered	762854	November 1, 1976	Norway	101066	October 26, 1978	27 Int.	Renewal Due	October 26,
ACTIONBAC (Stylized)	Registered	59150	July 21, 1982	Peru	47518	February 7, 1993	24 Int.	Renewal Due	February 7,
ACTIONBAC (Stylized)	Registered	212826	August 12, 1981	Portugal	212826	May 10, 1995	27 Int.	Declaration of Use	May 10, 20
ACTIONBAC (Stylized)	Registered	121/19	December 12, 1982	Saudi Arabia	121/19	March 5, 1986	27 Int.	Renewal Due	January 20,
ACTIONBAC (Stylized)	Registered	24919-Z-783/76	October 10, 1980	Serbia	24919-Z-783/76	October 29, 1982	24 Int.	Renewal Due	October 10,
ACTIONBAC (Stylized)	Registered	3399/82	July 2, 1982	Singapore	T82/033991	January 31, 1991	27 Int.	Renewal Due	July 2, 201
ACTIONBAC (Stylized)	Registered	Z7680783	April 2, 1993	Slovenia	7680783	March 1, 1996	24 Int.	Renewal Due	November 2016
ACTIONBAC (Stylized)	Registered	982877	August 19, 1981	Spain	982877	September 6, 1982	27 Int.	Renewal Due	August 19,
ACTIONBAC (Stylized)	Registered	197604821	October 19, 1976	Sweden	158409	February 4, 1977	24 Int., 27	Renewal Due	February 4,
ACTIONBAC (Stylized)	Registered	285686	November 1, 1976	Switzerland	285686	January 12, 1977	27 Int.	Renewal Due	November
ACTIONBAC (Stylized)	Registered	EE.97.1321	August 30, 1982	Tunisia	EE.97.1321	August 30, 1982	27 Int.	Renewal Due	August 29,
ACTIONBAC (Stylized)	ABANDONED	1069113	October 6, 1976	United Kingdom	1069113	May 30, 1979	27 Int.		

ACTIONBAC (Stylized)	Registered	73/100,481	September 20, 1976	U.S.A.	1078982	December 6, 1977	27 Int.		
ACTIONBAC (Stylized)	Registered	2193	February 11, 1981	Venezuela	108139-F	June 12, 1984	24 Int.	Renewal Due	June 12, 20
ADBAC	NO RENEWAL	701990	February 8, 1996	Australia	701990	April 8, 1997	24 Int.	Renewal Due	February 8,
ADBAC	ABANDONED	819133752	March 1, 1996	Brazil	819133752	September 22, 1998	27 Int.		
ADBAC	NO RENEWAL	803764	February 8, 1996	Canada	TMA479552	August 5, 1997	27 Int.	Renewal Due	August 5, 2
ADBAC	ABANDONED	960031935	February 14, 1996	China	1070241	August 7, 1997	22 Int.		
ADBAC	ABANDONED		February 14, 1996	Czech Republic	197100	January 31, 1997	24 Int.		
ADBAC	NO RENEWAL	107920	April 1, 1996	European Community	107920	February 2, 1999	24 Int., 27	Renewal Due	April 1, 201
ADBAC	NO RENEWAL	M9600424	February 8, 1996	Hungary	149642	March 12, 1998	24 Int.	Renewal Due	February 8,
ADBAC	ABANDONED	8-16506	February 19, 1996	Japan	4163688	July 10, 1998	24 Int.		
ADBAC	NO RENEWAL		February 20, 1996	Mexico	519113	March 22, 1996	24 Int.	Renewal Due	February 20
ADBAC	ABANDONED	32922	February 13, 1996	Saudi Arabia	413/49	September 24, 1997	24 Int.		
ADBAC	NO RENEWAL	12821-1999	July 28, 1999	Venezuela	P218402	February 25, 2000	27 Int.	Renewal Due	February 25
ADVANTUM	Pending	77155010	April 12, 2007	U.S.A.			19 Int., 22 Int.	Response Due	February 1,
AERAPEX	ABANDONED	4588001	August 12, 2005	European Community			16 Int., 17 Int., 22 Int.		
AERAPEX	ABANDONED			Mexico			27 Int.		
AERAPEX	ABANDONED	78/691,208	August 12, 2005	U.S.A.			27 Int.		
AGROPEX	Allowed	827968612	November 22, 2005	Brazil			24 Int.	Pay Registration Fees	February 9,
AMOCO SUNSHADE	ABANDONED	A459581	February 6, 1987	Australia	459581	September 13, 1989	22 Int.		

AMOFILL	Registered	620668	December 7, 1988	Canada	TMA363311	November 10, 1989	19 Int.	Renewal Due	November 2019
AMOLENE	ABANDONED	73/648,886	March 11, 1987	U.S.A.	1464618	November 10, 1987	24 Int.		
AMOPAVE	NO RENEWAL	AM 935/88	March 3, 1988	Austria	120544	July 28, 1988	19 Int.	Renewal Due	July 28, 2012
AMOPAVE	ABANDONED	62438	March 9, 1988	Benelux	440263	October 11, 1988	19 Int.		
AMOPAVE	NO RENEWAL	615802	September 23, 1988	Canada	TMA359614	August 18, 1989	19 Int.	Renewal Due	August 18, 2012
AMOPAVE	ABANDONED	915548	March 23, 1988	France	1457017	March 23, 1988	19 Int.		
AMOPAVE	ABANDONED	A44248/19	March 4, 1988	Germany	1129794	October 28, 1988	19 Int.		
AMOPAVE	NO RENEWAL	3801A/90	May 10, 1990	Hong Kong	5488/1992	December 30, 1992	19 Int.	Renewal Due	May 10, 2012
AMOPAVE	NO RENEWAL	20452 C/90	May 17, 1990	Italy	913609	December 10, 1992	19 Int.	Renewal Due	May 17, 2012
AMOPAVE	NO RENEWAL	90-6628	March 12, 1990	Korea	215502	June 21, 1991	19 Int.	Renewal Due	June 21, 2012
AMOPAVE	NO RENEWAL	90/01654	March 10, 1990	Malaysia	9001654	August 24, 1994	19 Int.	Renewal Due	March 10, 2012
AMOPAVE	NO RENEWAL	900959	February 20, 1990	Norway	148776	January 23, 1992	19 Int.	Renewal Due	January 23, 2012
AMOPAVE	NO RENEWAL	262517	March 2, 1990	Portugal	262517	September 21, 1992	19 Int.	Renewal Due	September 21, 2012
AMOPAVE	ABANDONED	2240/90	March 26, 1990	Singapore	T90/02240B	February 27, 1993	19 Int.		
AMOPAVE	NO RENEWAL	88-02045	March 7, 1988	Sweden	216049	March 2, 1990	19 Int.	Renewal Due	March 2, 2012
AMOPAVE	NO RENEWAL	1625/1990	February 26, 1990	Switzerland	381373	March 28, 1991	17 Int.	Renewal Due	February 26, 2012
AMOPAVE	ABANDONED	1339052	March 21, 1988	United Kingdom	1339052	July 6, 1990	19 Int.		
AMOPAVE (Stylized)	NO RENEWAL	73/321,843	August 3, 1981	U.S.A.	1247702	August 9, 1983	19 Int.	Renewal Due	August 9, 2012
AMOWEAVE	NO RENEWAL	615787	September 23, 1988	Canada	TMA361078	October 27, 1989	27 Int.	Renewal Due	October 27, 2012

ANCHORED REINFORCED VEGETATION	Suspended	78/949,929	August 11, 2006	U.S.A.			19 Int.	Check Status	April 1, 2012
ANCHORMAT	Registered	78/366,120	February 11, 2004	U.S.A.	3032981	December 20, 2005	19 Int.	Aff of Use - 6 Year	December 20, 2011
ARMORMAX	Pending	77/311,211	October 23, 2007	U.S.A.			19 Int.	Foreign Filing Deadline	April 23, 2012
ARMORWEAVE	Registered	78/733,436	October 14, 2005	U.S.A.	3345577	November 24, 2007	24 Int.	Aff of Use - 6 Year	November 24, 2013
ARVS	Registered	5287305	August 31, 2006	European Community	5287305	August 20, 2007	01 Int., 19 Int., 37 Int.	Renewal Due	August 31, 2012
ARVS	Published	78/949,068	August 10, 2006	U.S.A.			19 Int.	Statement of Use 1st Extension	January 17, 2012
BAC	NO RENEWAL	A85056	October 22, 1945	Australia	A85056	August 29, 1946	27 Int.	Renewal Due	October 22, 2012
BONTERRA Stylized & Design	Registered	411872	February 21, 2000	Mexico	654934	February 21, 2000	19 Int.	Renewal Due	February 21, 2012
COTTONPEX	Allowed	827947810	November 22, 2005	Brazil			24 Int.	Pay Registration Fees	February 9, 2012
CURV	Registered	880151	June 22, 2001	Australia	880151	June 22, 2001	17 Int., 20 Int., 24 Int.	Renewal Due	June 22, 2012
CURV	ABANDONED	823595404	July 19, 2001	Brazil			17 Int.		
CURV	ABANDONED	823595382	July 19, 2001	Brazil			24 Int.		
CURV	ABANDONED	823595390	July 19, 2001	Brazil			20 Int.		
CURV	Registered	1107213	June 21, 2001	Canada	653551	November 25, 2005	17 Int., 20 Int., 24 Int.	Renewal Due	November 25, 2012
CURV	Registered	2001127123	July 18, 2001	China	2007556	September 21, 2002	17 Int.	Renewal Due	September 21, 2012
CURV	Registered	2001127122	July 18, 2001	China	1993739	September 21, 2002	20 Int.	Renewal Due	September 21, 2012
CURV	Registered	2001127121	July 18, 2001	China	1930963	October 14, 2002	24 Int.	Renewal Due	October 14, 2012
CURV	Registered	2270023	June 21, 2001	European Community	2270023	March 7, 2003	17 Int., 24 Int.	Renewal Due	June 21, 2012

CURV	Registered	10645/2001	February 13, 2001	Hong Kong	200312510AA	October 22, 2003	17 Int., 20 Int., 24 Int.	Renewal Due	February 13, 2001
CURV	Registered	10645/2001	February 13, 2001	Hong Kong	12510/2003	October 22, 2003	17 Int.		
CURV	Registered	10646/2001	February 13, 2001	Hong Kong	12511/2003	October 22, 2003	20 Int.		
CURV	Registered	10647/2001	February 13, 2001	Hong Kong	12512/2003	October 22, 2003	24 Int.		
CURV	Pending	1024479	July 9, 2001	India			17 Int.	Status Check	August 29, 2001
CURV	Registered	1024480	July 9, 2001	India	1024480	April 19, 2005	20 Int.	Renewal Due	July 9, 2001
CURV	Registered	1024481	July 9, 2001	India	1024481	June 6, 2005	24 Int.	Renewal Due	July 9, 2001
CURV	Registered	D00200117440	August 13, 2001	Indonesia	516456	October 11, 2002	17 Int.	Renewal Due	August 13, 2001
CURV	Registered	D00200117441	August 13, 2001	Indonesia	516531	October 14, 2002	20 Int.	Renewal Due	August 13, 2001
CURV	Registered	D00200117442	August 13, 2001	Indonesia	516457	October 11, 2002	24 Int.	Renewal Due	August 13, 2001
CURV	Registered	2001-073829	August 13, 2001	Japan	4641538	January 31, 2003	17 Int., 20 Int., 24 Int.	Renewal Due	January 31, 2001
CURV	Registered	29569/2001	July 5, 2001	Korea	561291	October 1, 2003	17 Int., 20 Int., 24 Int.	Renewal Due	July 5, 2001
CURV	Registered	2001-10474	August 13, 2001	Malaysia	1010474	February 13, 2001	17 Int.	Renewal Due	February 13, 2001
CURV	Registered	2001-10476	February 13, 2001	Malaysia	1010476	February 13, 2001	20 Int.	Renewal Due	February 13, 2001
CURV	Registered	2001-10475	August 13, 2001	Malaysia	1010475	February 13, 2001	24 Int.	Renewal Due	February 13, 2001
CURV	Registered	498140	July 25, 2001	Mexico	734416	February 13, 2001	17 Int.	Renewal Due	February 13, 2001
CURV	Registered	498139	July 25, 2001	Mexico	764899	February 13, 2001	20 Int.	Renewal Due	February 13, 2001
CURV	Registered	498138	July 25, 2001	Mexico	739775	February 13, 2001	24 Int.	Renewal Due	February 13, 2001
CURV	Registered	2001 08677	July 16, 2001	Norway	218579	April 16, 2003	17 Int., 20 Int., 24 Int.	Renewal Due	February 13, 2001
CURV	Registered	T01/12397F	August 10, 2001	Singapore	T01/12397F	February 13, 2001	17 Int.	Renewal Due	February 13, 2001
CURV	Registered	T01/12398D	August 10, 2001	Singapore	T01/12398D	February 13, 2001	20 Int.	Renewal Due	February 13, 2001
CURV	Registered	T01/12399B	August 10, 2001	Singapore	T01/12399B	February 13, 2001	24 Int.	Renewal Due	February 13, 2001
CURV	Registered	2001/10911	June 25, 2001	South Africa	2001/10911	March 31, 2006	17 Int.	Renewal Due	June 25, 2001
CURV	Registered	2001/10912	June 25, 2001	South Africa	2001/10912	March 31, 2006	20 Int.	Renewal Due	June 25, 2001
CURV	Registered	2001/10913	June 25, 2001	South Africa	2001/10913	March 31, 2006	24 Int.	Renewal Due	June 25, 2001
CURV	Registered	7092/2001	July 17, 2001	Switzerland	492004	November 26, 2001	17 Int., 20 Int., 24 Int.	Renewal Due	July 17, 2001

							Int.		
CURV	Registered	2001/014159	July 19, 2001	Turkey	2001/14159	July 19, 2001	17 Int., 20 Int., 24 Int.	Renewal Due	July 19, 2001
CURV	Registered	2261152	February 13, 2001	United Kingdom	2261152	February 13, 2001	17 Int., 20 Int., 24 Int.	Renewal Due	February 13, 2001
CURV	Registered	76280,658	July 6, 2001	U.S.A.	2917666	January 11, 2005	17 Int.	Aff of Use - 6 Year	January 11, 2005
CURV Logo	Registered	880515	June 27, 2001	Australia	880515	June 27, 2001	17 Int., 20 Int., 24 Int.	Renewal Due	June 27, 2001
CURV Logo	ABANDONED	823595420	July 19, 2001	Brazil			17 Int.		
CURV Logo	ABANDONED	823595463	July 19, 2001	Brazil			20 Int.		
CURV Logo	ABANDONED	823595439	July 19, 2001	Brazil			24 Int.		
CURV Logo	Registered	1108864	July 9, 2001	Canada	654271	December 2, 2005		Renewal Due	December 2, 2005
CURV Logo	Registered	2001127119	July 18, 2001	China	2007579	October 28, 2004	17 Int.	Renewal Due	October 27, 2004
CURV Logo	Registered	2001127120	July 18, 2001	China	1993740	September 28, 2002	20 Int.	Renewal Due	September 28, 2002
CURV Logo	ABANDONED	2001127118	July 18, 2001	China			24 Int.		
CURV Logo	Registered	2270627	June 21, 2001	European Community	2270627	June 21, 2001	17 Int., 24 Int.	Renewal Due	June 21, 2001
CURV Logo	Registered	D002001013864	June 29, 2001	Indonesia	506021	June 29, 2001	17 Int.	Renewal Due	June 29, 2001
CURV Logo	Registered	D002001013865	June 29, 2001	Indonesia	506022	June 29, 2001	20 Int.	Renewal Due	June 29, 2001
CURV Logo	Registered	D002001013866	June 29, 2001	Indonesia	506023	June 29, 2001	24 Int.	Renewal Due	June 29, 2001
CURV Logo	Registered	2001-73830	August 13, 2001	Japan	4664493	April 18, 2003	17 Int., 20 Int.	Renewal Due	April 18, 2003
CURV Logo	Registered	29570/2001	July 5, 2001	Korea	538955	January 9, 2003	17 Int., 20 Int., 24 Int.	Renewal Due	July 5, 2001
CURV Logo	Registered	498135	July 25, 2001	Mexico	722204	October 31, 2001	17 Int.	Renewal Due	July 25, 2001
CURV Logo	Registered	498136	July 25, 2001	Mexico	773952	July 25, 2001	20 Int.	Renewal Due	July 25, 2001
CURV Logo	Registered	498137	July 25, 2001	Mexico	724852	July 25, 2001	24 Int.	Renewal Due	July 25, 2001
CURV Logo	Registered	2001/10914	June 25, 2001	South Africa	2001/10914	May 8, 2006	17 Int.	Renewal Due	June 25, 2001
CURV Logo	Registered	2001/10915	June 24, 2001	South Africa	2001/10915	March 31, 2006	20 Int.	Renewal Due	June 24, 2001
CURV Logo	Registered	2001/10916	June 25, 2001	South Africa	2001/10916	March 31, 2006	24 Int.	Renewal Due	June 25, 2001

CURV Logo	Registered	7093/2001	July 17, 2001	Switzerland	492022	November 26, 2001	17 Int., 20 Int., 24 Int.	Renewal Due	July 17, 2001
CURV Logo	Registered	2001/014160	July 19, 2001	Turkey	2001/14160	July 19, 2001	17 Int., 20 Int., 24 Int.	Renewal Due	July 19, 2001
CURV Logo	Registered	76/280,659	July 6, 2001	U.S.A.	2917667	January 11, 2005	17 Int.	Aff of Use - 6 Year	January 11, 2005
CURV Logo (Series of 2)	Registered	10792/2001	July 5, 2001	Hong Kong	B08624/2003	July 5, 2001	17 Int.	Renewal Due	July 5, 2001
CURV Logo (Series of 2)	Registered	10793/2001	July 5, 2001	Hong Kong	B15168/2003	July 5, 2001	20 Int.	Renewal Due	July 5, 2001
CURV Logo (Series of 2)	Registered	10794/2001	July 5, 2001	Hong Kong	B08625/2003	July 5, 2001	24 Int.	Renewal Due	July 5, 2001
CURV Logo (Series of 2)	Pending	1024483	July 9, 2001	India			20 Int.	Status Check	February 20, 2001
CURV Logo (Series of 2)	Registered	1024484	July 9, 2001	India	1024484	July 9, 2001	24 Int.	Renewal Due	July 9, 2001
CURV Logo (Series of 2)	Registered	1024482	July 9, 2001	India	1024482	July 9, 2001	17 Int.	Renewal Due	July 9, 2001
CURV Logo (Series of 2)	Registered	2001-10621	August 15, 2001	Malaysia	1010621	September 5, 2007	17 Int.	Renewal Due	August 15, 2001
CURV Logo (Series of 2)	Registered	2001-10620	August 15, 2001	Malaysia	1010620	September 5, 2007	20 Int.	Renewal Due	August 15, 2001
CURV Logo (Series of 2)	Registered	2001-10619	August 15, 2001	Malaysia	1010619	September 5, 2007	24 Int.	Renewal Due	August 15, 2001
CURV Logo (Series of 2)	Registered	2001 08678	July 16, 2001	Norway	217869	February 20, 2003	17 Int., 20 Int., 24 Int.	Renewal Due	February 20, 2003
CURV Logo (Series of 2)	Registered	T01/12677J	August 14, 2001	Singapore	T01/12677J	August 14, 2001	17 Int.	Renewal Due	August 14, 2001
CURV Logo (Series of 2)	Registered	T01/12678I	August 14, 2001	Singapore	T01/12678I	August 14, 2001	20 Int.	Renewal Due	August 14, 2001
CURV Logo (Series of 2)	Registered	T01/12679G	August 14, 2001	Singapore	T01/12679G	August 14, 2001	24 Int.	Renewal Due	August 14, 2001
CURV Logo (Series of 2)	Registered	2272152	June 8, 2001	United Kingdom	2272152	June 8, 2001	17 Int., 20 Int., 24 Int.	Renewal Due	June 8, 2001
D°Fend	ABANDONED	77246465	August 3, 2007	U.S.A.			19 Int.		

DUON	Registered	380652	November 19, 1974	Canada	218218	January 7, 1977	24 Int.	Renewal Due	January 7, 1977
DUON	Registered	94196822	October 1, 1994	China	871232	September 14, 1996	24 Int.	Renewal Due	September 14, 1996
DUON	Registered	211911	September 13, 1994	Mexico	492539	May 25, 1995	24 Int.	Renewal Due	September 13, 1994
DUON	Registered	94022845	July 1, 1994	Russian Federation	133259	October 27, 1995	22 Int.	Renewal Due	July 1, 1994
DUON	Registered	73/068,405	November 10, 1975	U.S.A.	1051905	November 2, 1976	24 Int.	Renewal Due	November 10, 1975
DUON	Registered	4455/79	July 3, 1979	Venezuela	101234F	January 13, 1983	24 Int.	Renewal Due	January 13, 1983
E3	Registered	76/256,697	May 14, 2001	U.S.A.	2650530	November 12, 2002	22 Int.	Aff of Use - 6 Year	November 12, 2002
EARTHSCAPE	Registered	75/197,521	November 13, 1996	U.S.A.	2116035	November 25, 1997	19 Int.	Renewal Due	November 13, 1996
EC-DESIGN	Registered	74/600,065	November 17, 1994	U.S.A.	2141213	March 3, 1998	09 Int.	Renewal Due	March 3, 1998
ENDURO	Registered	1006845	June 16, 2004	Australia	1006845	January 4, 2005	19 Int.	Renewal Due	June 16, 2004
ENDURO	Registered	721.204	February 24, 2006	Chile	761.625	August 1, 2006	17 Int.	Renewal Due	February 24, 2006
ENDURO	Registered	4720633	June 15, 2005	China	4125042	August 15, 2006	01 Int.	Renewal Due	June 15, 2005
ENDURO	Pending	4125042	June 17, 2004	China			17 Int.	Status Check	June 17, 2004
ENDURO	Registered	6034372	April 7, 2006	Colombia	335775	May 22, 2007	17 Int.	Renewal Due	April 7, 2006
ENDURO	Pending	4105212	October 20, 2004	Colombia			19 Int.	Status Check	October 20, 2004
ENDURO	Registered	3889813	June 23, 2004	European Community	3889813	September 29, 2005	19 Int.	Renewal Due	June 23, 2004
ENDURO	Pending	1291423	June 21, 2004	India			19 Int.	Status Check	June 21, 2004
ENDURO	Suspended	2004/08716	June 25, 2004	Malaysia			19 Int.	Status Check	June 25, 2004
ENDURO	Registered	692884	December 14, 2004	Mexico	1867076	January 31, 2005	17 Int.	Renewal Due	December 14, 2004
ENDURO	Registered	713980	June 16, 2004	New Zealand	713980	September 24, 2004	19 Int.	Renewal Due	June 16, 2004
ENDURO	Registered	2004/06834	July 5, 2004	Norway	2004/06834	January 22, 2007	17 Int.	Renewal Due	July 5, 2004
ENDURO	Registered	264359	January 3, 2006	Peru	115089	May 9, 2006	17 Int.	Renewal Due	January 3, 2006
ENDURO	Registered	2004713630	June 18, 2004	Russian Federation	295618	September 19, 2005	19 Int.	Renewal Due	June 18, 2004
ENDURO	Registered	T04/10971	July 5, 2004	Singapore	T04/10971	October 14, 2005	19 Int.	Renewal Due	July 5, 2004
ENDURO	Published	2004 109842	June 17, 2004	South Africa			19 Int.	Status Check	June 17, 2004
ENDURO	Registered	2150	June 17, 2004	Switzerland	524067	June 17, 2004	19 Int.	Renewal Due	June 17, 2004
ENDURO	Registered	2004/22070	June 15, 2004	Turkey	2004/22070	June 15, 2004	19 Int.	Renewal Due	June 15, 2004
ENDURO	Registered	78/406,555	April 22, 2004	U.S.A.	3143027	September 12, 2006	17 Int.	Aff of Use - 6 Year	April 22, 2004

FABRISOIL	Registered	795447	October 23, 1995	Canada	TMA469450	January 23, 1997	24 Int.	Renewal Due	January 23,
FIBERCAST	Registered	78/510,723	November 3, 2004	U.S.A.	3110440	June 27, 2006	17 Int.	Aff of Use - 6 Year	June 27, 20
FIBERMAT	Registered	226068	March 12, 1999	Czech Republic	226068	August 24, 2000	19 Int.	Renewal Due	March 12, 2
FIBERMAT	Registered	73/816,773	August 3, 1989	U.S.A.	1617650	October 16, 1990	19 Int.	Renewal Due	October 16,
FIBERMAT & Design	Registered	1080233	February 12, 1999	European Community	1080233	August 7, 2000	19 Int., 22 Int., 24 Int.	Renewal Due	February 12
FIBERMESH	Published	1049950	April 8, 2005	Australia			19 Int.	Status Check	February 1,
FIBERMESH	Registered	3309/89	July 11, 1989	Austria	128 265	November 20, 1989	17 Int.	Renewal Due	November 20, 2009
FIBERMESH	Registered	731509	July 11, 1989	Benelux	467416	July 11, 1989	17 Int.	Renewal Due	July 11, 20
FIBERMESH	Registered	811368416	November 17, 1983	Brazil	811449912	March 12, 1985	19 Int.	Renewal Due	March 12, 2
FIBERMESH	Registered	36756	December 9, 1996	Bulgaria	31387	December 9, 1996	19 Int.	Renewal Due	December 9,
FIBERMESH	Registered	510867	October 17, 1983	Canada	296812	November 2, 1984	19 Int.	Renewal Due	November 2,
FIBERMESH	Registered	33754	May 31, 1984	Chile	709.163	November 18, 1994	19 Int.	Renewal Due	November 18,
FIBERMESH	Registered	262669		China	262669	September 20, 1986	22 Int.	Renewal Due	September 20, 2014
FIBERMESH	Refused	3612983	July 1, 2003	China			01 Int.	Status Check	March 20, 2
FIBERMESH	Registered	3612982	July 1, 2003	China	3612982	March 20, 2005	17 Int.	Renewal Due	March 19, 2
FIBERMESH	Refused	3612981	July 1, 2003	China			19 Int.	Status Check	March 20, 2
FIBERMESH	Registered	96065943	December 16, 1996	Colombia	200.496	August 27, 1997	19 Int.	Renewal Due	August 27,
FIBERMESH	Registered	1126/84	February 23, 1984	Denmark	1604-1985	May 24, 1985	22 Int.	Renewal Due	May 24, 20
FIBERMESH	Registered	103985	November 23, 1996	Egypt	103985	May 15, 2000	22 Int.	Renewal Due	November 23, 2016
FIBERMESH	Registered	427252	November 27, 1996	European Community	427252	July 26, 2000	17 Int.	Renewal Due	November 27, 2016
FIBERMESH	Registered	116141		Finland	116141	January 20, 1992	17 Int.	Renewal Due	January 20,
FIBERMESH	Registered	1583328		France	1583328	July 12, 1989	17 Int.	Renewal Due	July 12, 200

FIBERMESH	Registered	1189831		Germany	1189831	July 10, 1989	17 Int.	Renewal Due	July 10, 20
FIBERMESH	Registered	98286	March 26, 1990	Greece	98286	March 26, 1990	17 Int.	Renewal Due	March 26, 2
FIBERMESH	Registered	6719/1988	October 22, 1988	Hong Kong	B1962/1990	July 20, 1990	19 Int.	Renewal Due	October 22,
FIBERMESH	Registered	37/1987		Iceland	37/1987	January 14, 1987	22 Int.	Renewal Due	January 14,
FIBERMESH	ABANDONED	136896	July 7, 1989	Ireland	136896	July 7, 1989	17 Int.		
FIBERMESH	Registered	567218	July 21, 1989	Italy	567218	April 28, 1992	17 Int.	Renewal Due	July 21, 20
FIBERMESH	Registered	2346484		Japan	2346484	October 30, 1991	14 Int.	Renewal Due	October 30,
FIBERMESH	Registered	689274	June 20, 1989	Jordan	26856	June 20, 1989	22 Int.	Renewal Due	June 20, 20
FIBERMESH	Registered	2629/1998	May 28, 1987	Korea	40-156320	June 22, 1988	22 Int.	Renewal Due	June 22, 20
FIBERMESH	Registered	86003176	August 9, 1986	Malaysia	86003176	August 9, 1986	17 Int.	Renewal Due	August 9, 2
FIBERMESH	Registered	26960	April 10, 1997	Malta	26960	April 10, 1997	19 Int.	Renewal Due	April 10, 20
FIBERMESH	Registered	224753	October 28, 1983	Mexico	315654	August 5, 1986	12 Int.	Renewal Due	October 28,
FIBERMESH	Registered	740491	December 15, 2005	New Zealand	740491	September 13, 2007	19 Int.	Renewal Due	December 1
FIBERMESH	Registered	84/0683	February 27, 1984	Norway	141009	April 19, 1990	17 Int.	Renewal Due	April 19, 20
FIBERMESH	Registered	45742	November 18, 1987	Panama	45742	February 3, 1989	19 Int.	Renewal Due	February 3,
FIBERMESH	ABANDONED	119107	March 24, 1997	Philippines	4-1997-119107	July 23, 2001	17 Int.		
FIBERMESH	Registered	Z-166196	November 6, 1996	Poland	R-115418	November 25, 1999	19 Int.	Renewal Due	November 6,
FIBERMESH	Registered	257233		Portugal	257233	December 10, 1992	17 Int.	Renewal Due	December 1
FIBERMESH	Registered	7254	March 26, 1989	Qatar	7254	March 26, 1989	19 Int.	Renewal Due	March 26, 2
FIBERMESH	Registered	9141	June 3, 1989	Saudi Arabia	214/90	February 15, 1999	22 Int.	Renewal Due	October 27,
FIBERMESH	Registered	T88/063470	November 16, 1988	Singapore	T88/063470	November 16, 1988	19 Int.	Renewal Due	November 2015
FIBERMESH	Registered	96/16278	November 15, 1996	South Africa	96/16278	November 11, 1999	19 Int.	Renewal Due	November 2016
FIBERMESH	Registered	223375		Sweden	223375	May 3, 1991	17 Int.	Renewal Due	May 3, 201
FIBERMESH	Registered	375765		Switzerland	375765	July 11, 1989	17 Int.	Renewal Due	July 11, 20
FIBERMESH	Registered	(73) 09157	March 3, 1984	Taiwan	286720	June 16, 1985	36 Int.	Renewal Due	June 15, 20
FIBERMESH	Registered	372642	October 27, 1988	Thailand	TM84865	October 26, 1998	19 Int.	Renewal Due	October 26,
FIBERMESH	Registered	97/2665	March 3, 1997	Turkey	182538	September 29, 1999	17 Int.	Renewal Due	March 3, 20

FIBERMESH	ABANDONED	1276357	September 24, 1986	United Kingdom			19 Int.		
FIBERMESH	ABANDONED	1466907	October 24, 1983	United Kingdom			19 Int.		
FIBERMESH	Registered	1528119	February 26, 1993	United Kingdom	1528119	August 18, 1995	19 Int.	Renewal Due	February 26,
FIBERMESH	Registered	74/127,553	January 2, 1991	U.S.A.	1690170	June 2, 1992	17 Int.	Renewal Due	June 2, 201
FIBERMESH	Registered	123219	February 29, 1984	Venezuela	F-123219	May 15, 1986	19 Int.	Renewal Due	May 15, 20
FIBERMESH & Design	Registered	16551/92	October 2, 1992	Hong Kong	B8213/1994	December 16, 1994	19 Int.	Renewal Due	October 2, 2
FIBERMESH & Design	Registered	132137	November 14, 1995	Pakistan	132137	October 2, 2002	19 Int.	Renewal Due	October 2, 2
FIBERMESH & Design	Registered	2008984	January 27, 1995	United Kingdom	2008984	August 16, 1996	19 Int.	Renewal Due	January 27,
FIBERMESH & Design	Registered	73/415,174	February 28, 1983	U.S.A.	1327048	March 26, 1985	22 Int.	Renewal Due	March 26, 2
FIBERMESH (stylized)	Registered	677118	August 17, 1995	India	677118	January 16, 2006	19 Int.	Renewal Due	August 17,
FIBERMESH + Japanese transliteration	Registered	2346486		Japan	2346486	October 30, 1991	17 Int., 22	Renewal Due	October 30,
FIBERMIX	ABANDONED	622213	December 28, 1988	Canada	402753	September 18, 1992	19 Int.		
FIBERMIX	Registered	26852	June 20, 1989	Jordan	26852	June 20, 1989	22 Int.	Renewal Due	June 20, 20
FIBERMIX	Registered	381649	July 2, 1999	Mexico	668601	August 28, 2000	19 Int.	Renewal Due	July 2, 2000
FIBERMIX	Registered	9142	June 3, 1989	Saudi Arabia	214/89	February 15, 1999	22 Int.	Renewal Due	October 27,
FIBERMIX	Registered	(77) 041598	September 8, 1988	Taiwan	450208	August 16, 1989	33 Int.	Renewal Due	August 15,
FIBERMIX	Registered	372644	October 27, 1988	Thailand	TM85998	January 25, 1999	19 Int.	Renewal Due	October 26,
FIBREPACK	Registered	2779064	July 9, 2002	European Community	2779064	July 12, 2004	17 Int., 19 Int., 22 Int.	Renewal Due	July 9, 2010
FIBRILON	Registered	839621	May 27, 1998	European Community	839621	December 13, 1999	23 Int.	Renewal Due	May 27, 20
FIBRILON	Registered	201194	January 24, 1979	U.S.A.	1138804	August 19, 1980	23 Int.	Renewal Due	August 19,
FILTERFLO	Registered	78/733,417	October 14, 2005	U.S.A.	3345576	November 27, 2007	24 Int.	Aff of Use - 6 Year	November 2013
FORTEX	ABANDONED	311837	October 23, 1997	Mexico	626625	September 30, 1999	19 Int.		

GATORMAT	Registered	78/298,487	September 10, 2003	U.S.A.	2889225	September 28, 2004	19 Int.	Aff of Use - 6 Year	September 2010
GEOMANTA	Registered	810657023	July 12, 1983	Brazil	810657023	April 8, 1997	23 Int.	Renewal Due	July 12, 2010
GEOSOLUTIONS	Registered	78/108,170	February 12, 2002	U.S.A.	2756092	August 26, 2003	19 Int.	Sec 8&15 Dec - 6th Year	August 26, 2003
GEOTELA	Registered	810657015	July 12, 1983	Brazil	810657015	April 8, 1997	23 Int.	Renewal Due	July 12, 2010
GEOTEX	Registered	9900010491	January 29, 1999	China	1425649	July 28, 2000	19 Int.	Renewal Due	July 27, 2010
GEOTEX	Registered	N/008511	August 17, 2001	Macao	N/008511	January 7, 2002	24 Int.	Renewal Due	January 7, 2010
GEOTEX	Registered	N/008512	August 17, 2001	Macao	N/008512	January 7, 2002	19 Int.	Renewal Due	January 7, 2010
GEOTEX	Registered	N/008513	August 17, 2001	Macao	N/008513	January 7, 2002	17 Int.	Renewal Due	January 7, 2010
GEOTEX	Registered	334951	January 28, 1999	Portugal	334951	November 24, 2000	17 Int., 19 Int., 24 Int.	Renewal Due	November 24, 2010
GEOTEX	Registered	2135580	June 12, 1997	United Kingdom	2135580	July 14, 2000	19 Int.	Renewal Due	June 12, 2010
GEOTEX	Registered	75057616	February 14, 1996	U.S.A.	2083261	July 29, 1997	19 Int.	Renewal Due	July 29, 2010
GEO-TEX	Registered	T-24210	April 6, 1990	Oregon	T-24210	April 6, 1990	124 Oregon	Renewal Due	April 6, 2010
GOOD EARTH SOFTWARE FOR GOOD EARTH SOLUTIONS	Registered	n/a	n/a	U.S.A.	TXU-905-791	May 7, 1999	n/a	Status Check	February 6, 2010
HARBOURITE	ABANDONED	450326	August 15, 1986	Australia	450326	August 15, 1986	17 Int.		
HARBOURITE	Registered	819992	July 28, 1997	Brazil	819992178	September 28, 1999	19 Int.	Renewal Due	September 28, 2009
HARBOURITE	Registered	622212	December 28, 1988	Canada	362962	November 10, 1989	19 Int.	Renewal Due	November 10, 2010
HARBOURITE	Registered	16550/92	October 2, 1992	Hong Kong	4855/94	August 15, 1994	19 Int.	Renewal Due	October 2, 2010
HARBOURITE	Registered	26853	June 20, 1989	Jordan	26853	June 20, 1989	22 Int.	Renewal Due	June 20, 2010
HARBOURITE	Registered	2630/1998	May 28, 1987	Korea	40-0156321	June 22, 1988	22 Int.	Renewal Due	June 22, 2010
HARBOURITE	ABANDONED	8603177	August 9, 1986	Malaysia		August 9, 1986	17 Int.		
HARBOURITE	ABANDONED	167.078	August 12, 1986	New Zealand	167.078	January 29, 1990	17 Int.		
HARBOURITE	Registered	9140	June 3, 1989	Saudi Arabia	227/54	February 15, 1999	22 Int.	Renewal Due	October 27, 2010
HARBOURITE	ABANDONED	(76) 29870	February 1, 1988	Taiwan	399128	May 1, 1988	33 Int.		
HARBOURITE	Registered	372643	October 27, 1988	Thailand	TM83873	October 27, 1988	19 Int.	Renewal Due	October 26, 2010

HARBOURITE	Registered	74/127,554	January 2, 1991	U.S.A.	1720275	September 29, 1992	17 Int.	Renewal Due	September 29, 2012
HARBOURITE & Design	Registered	587231	September 28, 1992	Australia	587231	September 28, 1992	17 Int.	Renewal Due	September 28, 2012
HI VU	Registered	74/074,551	July 2, 1990	U.S.A.	1702514	July 21, 1992	19 Int.	Renewal Due	July 21, 2012
HUMIPEX	ABANDONED	4588893	August 12, 2005	European Community			16 Int., 17 Int., 22 Int.		
HUMIPEX	ABANDONED			Mexico			27 Int.		
HUMIPEX	ABANDONED	78/691,233	August 12, 2005	U.S.A.			27 Int.		
JUTASIN	ABANDONED	822726858	May 9, 2000	Brazil			24 Int.		
JUTASIN	ABANDONED	822726840		Brazil			22 Int.		
JUTASINT	ABANDONED	822567628	March 21, 2000	Brazil			24 Int.		
JUTASINT	ABANDONED	822567636	May 9, 2000	Brazil			22 Int.		
LANDLOK	Registered	99000/0492	January 29, 1999	China	1449687	September 28, 2000	19 Int.	Renewal Due	September 28, 2010
LANDLOK	Registered	74/217,009	October 30, 1991	U.S.A.	1729434	November 3, 1992	24 Int.	Renewal Due	November 3, 2010
MAKING GOOD CONCRETE BETTER	Registered	73/772,285	December 30, 1988	U.S.A.	1558003	September 26, 1989	17 Int.	Renewal Due	September 26, 2010
MARQUESA	Assigned			Bolivia	59992	December 12, 1995	23 Int.		
MARQUESA	NO RENEWAL			Italy	868144	April 28, 1999	23 Int.	Renewal Due	April 28, 2010
MATRIX	ABANDONED			U.S.A.					
METAL MIX	Registered	1394840	November 18, 1999	European Community	1394840	March 19, 2001	06 Int., 19 Int., 22 Int.	Renewal Due	November 18, 2010
MICROBLOCKER	ABANDONED	74/529,950	May 26, 1994	U.S.A.	2014161	November 5, 1996	24 Int.		
MICROBLOCKER	ABANDONED	74/529,949	May 26, 1994	U.S.A.	2072121	June 17, 1997	22 Int.		
NOVOCON	Registered	1059580	June 9, 2005	Australia	1059580	February 27, 2006	19 Int.	Renewal Due	June 9, 2010
NOVOCON	Registered	647640	December 21, 1989	Canada	377739	December 21, 1989	19 Int.	Renewal Due	December 21, 2010

						1990			2020
NOVOCON	Registered	1443602	September 14, 2000	China	1443602	July 1, 2001	19 Int.	Renewal Due	September 2010
NOVOCON	Registered	3242211	June 23, 2003	European Community	3242211	September 29, 2004	06 Int., 19 Int., 22 Int.	Renewal Due	June 23, 20
NOVOCON	ABANDONED	1995-014299	April 3, 1995	Korea	359093	April 2, 1997	33 Int.		
NOVOCON	Pending	850646	April 25, 2007	Mexico			19 Int.	Status Check	January 31,
NOVOCON	Registered	850645	April 25, 2007	Mexico	990913	April 25, 2007	06 Int.	Renewal Due	April 25, 20
NOVOCON	ABANDONED	850644	April 25, 2007	Mexico			01 Int.		
NOVOCON	Registered	74/058,678	May 14, 1990	U.S.A.	1843988	July 12, 1994	01 Int., 19 Int.	Renewal Due	July 12, 20
NOVOMESH	Registered	968895	September 4, 2003	Australia	968895	June 2, 2004	19 Int.	Renewal Due	September
NOVOMESH	Registered	3320561	August 22, 2003	European Community	3320561	October 15, 2004	06 Int., 17 Int., 19 Int., 22 Int.	Renewal Due	August 22,
NOVOMESH	Registered	619604	September 18, 2003	Mexico	810758	October 23, 2003	19 Int.	Renewal Due	September
NOVOMESH	Registered	76/013,851	March 30, 2000	U.S.A.	2565999	April 30, 2002	06 Int.	Aff of Use - 6 Year	April 30, 20
NOVOTEX	ABANDONED	740990	August 7, 1997	Australia	740990	May 25, 1998	19 Int.		
NOVOTEX	ABANDONED	615252	August 15, 1997	European Community	615252	July 26, 2000	19 Int.		
NOVOTEX	Registered	149131/1997	August 14, 1997	Japan	4256283	April 2, 1999	06 Int.	Renewal Due	April 2, 200
NOVOTEX	Registered	40-0424788	August 16, 1997	Korea	40-0424788	October 12, 1998	33 Int.	Renewal Due	October 12,
NOVOTEX	ABANDONED	305258	August 21, 1997	Mexico	572911	March 26, 1998	19 Int.		
NOVOTEX	Registered	280718	August 8, 1997	New Zealand	280718	December 15, 1998	19 Int.	Renewal Due	February 19
NOVOTEX	Registered	86-45637	September 4, 1997	Taiwan	867119	September 16, 1999	06 Int.	Renewal Due	September 2009
NOVOTEX	Registered	78/111,882	March 1, 2002	U.S.A.	2656735	December 3, 2002	06 Int.	Aff of Use - 6 Year	December 3
NOVOTEX FE	Registered	97-26081	June 9, 1997	Korea	447071	April 27, 1999	33 Int.	Renewal Due	April 27, 20
PETROGRID	Registered	75/925,658	February 22, 2000	U.S.A.	2462857	June 19, 2001	19 Int.	Renewal Due	June 19, 20
PETROMAT	NO RENEWAL	A318147	May 11, 1978	Australia	318147	March 17, 1981	19 Int.	Renewal Due	May 11, 20

PETROMAT	NO RENEWAL	8505	June 21, 1978	Bermuda	8505	June 23, 1978	19 Int.	Renewal Due	June 23, 20
PETROMAT	Registered	351315	March 16, 1972	Canada	188097	January 26, 1973	19 Int.	Renewal Due	January 26,
PETROMAT	NO RENEWAL	94106823	October 1, 1994	China	873189	September 21, 1996	19 Int.	Renewal Due	September 2016
PETROMAT	NO RENEWAL	29572	July 13, 1979	Dominican Republic	29572	October 4, 1979	19 Int.	Renewal Due	October 4,
PETROMAT	NO RENEWAL	34178C/78	June 27, 1978	Italy	362392	July 1, 1986	19 Int., 24 Int.	Renewal Due	June 27, 20
PETROMAT	NO RENEWAL	10546	October 13, 1978	Kuwait	10546	October 13, 1978	19 Int.	Renewal Due	October 13,
PETROMAT	NO RENEWAL	5659	June 9, 1978	Liechtenstein	5659	August 2, 1978	19 Int.	Renewal Due	June 9, 200
PETROMAT	NO RENEWAL	155935	November 9, 1979	Mexico	238616	January 4, 1980	19 Int.	Renewal Due	November 9
PETROMAT	NO RENEWAL	123392	May 8, 1978	New Zealand	123392	October 1, 1981	19 Int.	Renewal Due	July 31, 20
PETROMAT	NO RENEWAL	78/1255	May 3, 1978	Norway	103 578	November 22, 1979	19 Int., 24 Int.	Renewal Due	November 2, 2009
PETROMAT	NO RENEWAL	21786	August 25, 1978	Puerto Rico	21786	January 29, 1979	19 Int.	Renewal Due	January 29,
PETROMAT	NO RENEWAL	94022846	July 1, 1994	Russian Federation	133260	October 27, 1995	19 Int.	Renewal Due	July 1, 201
PETROMAT	NO RENEWAL	5398/1400/1	June 15, 1980	Saudi Arabia	94/53	June 15, 1982	24 Int.	Renewal Due	July 22, 200
PETROMAT	NO RENEWAL	76085	June 8, 1978	Singapore	T78/76085G	April 6, 1983	19 Int.	Renewal Due	June 8, 200
PETROMAT	NO RENEWAL	878323	May 17, 1978	Spain	878323	February 5, 1979	19 Int.	Renewal Due	May 16, 20
PETROMAT	NO RENEWAL	78-2327	May 3, 1978	Sweden	164708	September 1, 1978	19 Int., 24 Int.	Renewal Due	September
PETROMAT	NO RENEWAL	12409	November 4, 1980	Trinidad and Tobago	12409	January 17, 1984	19 Int.	Renewal Due	November
PETROMAT	NO RENEWAL	1095109	May 4, 1978	United Kingdom	1095109	January 22, 1981	19 Int.	Renewal Due	May 4, 200
PETROMAT	Registered	72/315,590	January 2, 1969	U.S.A.	875481	August 26, 1969	19 Int.	Renewal Due	August 26,
PETROMAT	ABANDONED	4163/79	June 20, 1979	Venezuela	100962F	October 22, 1982	19 Int.		
PETROTAC	Registered	795446	November 10, 1995	Canada	TMA469438	January 22, 1997	19 Int.	Renewal Due	January 22,

PETROTAC	Registered	94106824	October 1, 1994	China	912866	December 14, 1996	19 Int.	Renewal Due	December 1, 2016
PETROTAC	Registered	94022847	July 1, 1994	Russian Federation	133837	October 27, 1995	19 Int.	Renewal Due	July 1, 2014
PETROTAC	Registered	73/363,076	May 5, 1982	U.S.A.	1251155	September 13, 1983	19 Int.	Renewal Due	September 2013
POLY BAC	Registered	823156	September 11, 1969	Argentina	1946066	August 15, 1970	24 Int.	Renewal Due	August 15, 2014
POLY BAC	Registered	A216505	February 1, 1968	Australia	216505	February 1, 1968	24 Int.	Renewal Due	February 1, 2014
POLY BAC	Registered	2777		Belarus	2777	December 27, 1993	22 Int., 24 Int.	Renewal Due	December 2, 2013
POLY BAC	ABANDONED	71590	October 26, 1967	Benelux	71590	January 1, 1971	24 Int.		
POLY BAC	Registered	948	May 5, 1992	Bolivia	C-59990	December 12, 1995	27 Int.	Renewal Due	December 1, 2015
POLY BAC	Registered	942597	October 30, 1970	Brazil	7101503	April 10, 1980	24 Int.	Renewal Due	April 9, 2011
POLY BAC	Registered	310614	January 30, 1968	Canada	TMA164227	July 25, 1969	24 Int.	Renewal Due	July 25, 2011
POLY BAC	Registered	7588	September 1, 1982	Chile	672991	October 8, 1982	27 Int.	Renewal Due	September 1, 2011
POLY BAC	Registered	90005603	February 28, 1990	China	544817	February 28, 1991	24 Int.	Renewal Due	February 27, 2011
POLY BAC	Registered	134742	August 14, 1972	Colombia	81959	June 18, 1974	24 Int.	Renewal Due	June 18, 2011
POLY BAC	Registered	1900-3999927	August 17, 1959	Costa Rica	39999	December 17, 1969	27 Int.	Renewal Due	December 1, 2014
POLY BAC	Registered	Z931515N	April 21, 1993	Croatia	Z931515	February 15, 1998	24 Int., 27 Int.	Renewal Due	February 15, 2011
POLY BAC	Registered	162374	October 25, 1974	Czech Republic	162374	October 25, 1974	24 Int., 27 Int.	Renewal Due	October 25, 2011
POLY BAC	Registered	1525	August 5, 1982	Ecuador	2900	March 15, 1984	27 Int.	Renewal Due	March 15, 2011
POLY BAC	Registered	61291	September 3, 1982	Egypt	61291	July 7, 1985	27 Int.	Renewal Due	September 3, 2011
POLY BAC	Registered	107854	April 1, 1996	European Community	107854	July 4, 2000	27 Int.	Renewal Due	April 1, 2011
POLY BAC	Registered	2038/73	March 6, 1973	Finland	67188	March 20, 1978	24 Int.	Renewal Due	March 20, 2011
POLY BAC	Registered	64873	September 24, 1968	France	1469490	September 24, 1968	22 Int., 24 Int., 27 Int.	Renewal Due	June 30, 2011
POLY BAC	Registered	P17319/24	April 8, 1968	Germany	907253	July 11, 1973	24 Int.	Renewal Due	April 8, 2011
POLY BAC	Registered	50138	March 22, 1973	Greece	50138	March 22, 1973	24 Int.	Renewal Due	March 22, 2011
POLY BAC	ABANDONED			Guatemala	29605	August 21, 1975	27 Int.		
POLY BAC	Registered	959/1972	September 8, 1971	Hong Kong	959/1972	July 19, 1972	27 Int.	Renewal Due	September 8, 2011

POLY BAC	Registered	1362/74	August 28, 1974	Hungary	117213	February 10, 1975	24 Int., 27 Int.	Renewal Due	August 28, 2011
POLY BAC	Registered	400998		Indonesia	400998	December 28, 1977	27 Int.	Renewal Due	October 20, 2011
POLY BAC	ABANDONED	973/72	May 10, 1972	Ireland	B81038	May 18, 1976	24 Int.		
POLY BAC	Registered	54931	September 21, 1982	Israel	54931	July 27, 1985	27 Int.	Renewal Due	September 21, 2017
POLY BAC	Registered	MI99C012271	December 3, 1999	Italy	559816	May 7, 2003	24 Int.	Renewal Due	August 29, 2011
POLY BAC	Registered	1277211	December 29, 1969	Japan	1277211	June 14, 1997	24 Int.	Renewal Due	June 14, 2011
POLY BAC	Registered	352568	January 23, 1968	Japan	900858	June 10, 1971	27 Int.	Renewal Due	June 10, 2011
POLY BAC	Registered	22743	April 22, 1971	Korea	22743	July 9, 1971	24 Int.	Renewal Due	July 8, 2011
POLY BAC	Registered	15009	November 24, 1982	Kuwait	14234/15009	February 27, 1985	24 Int.	Renewal Due	November 24, 2012
POLY BAC	Registered	43698	March 12, 1983	Lebanon	43698	March 21, 1983	27 Int.	Renewal Due	March 16, 2011
POLY BAC	Registered	PZ-953-93	November 15, 1993	Macedonia	4046	June 12, 1996	24 Int., 27 Int.	Renewal Due	February 15, 2011
POLY BAC	Registered	95840	July 14, 1982	Malaya	M/95840	July 14, 1982	27 Int.	Renewal Due	July 14, 2011
POLY BAC	Registered	89-07709	December 14, 1989	Malaysia	89007709	December 14, 1989	24 Int.	Renewal Due	December 14, 2016
POLY BAC	Registered	235861	June 28, 1995	Mexico	498972	July 26, 1995	27 Int.	Renewal Due	June 28, 2011
POLY BAC	Registered	32645	June 1, 1982	Morocco	32645	September 14, 1982	27 Int.	Renewal Due	September 14, 2022
POLY BAC	Registered	86063	January 17, 1968	New Zealand	86063	July 15, 1969	27 Int.	Renewal Due	January 17, 2011
POLY BAC	Registered	95295	November 4, 1970	New Zealand	95295	July 25, 1972	24 Int.	Renewal Due	November 4, 2011
POLY BAC	Pending	42513/82	September 20, 1982	Nigeria			27 Int.	Status Check	September 20, 2011
POLY BAC	Registered	30655	July 26, 1982	Panama	30655	December 15, 1982	24 Int.	Renewal Due	December 15, 2012
POLY BAC	Registered	2060	April 14, 1982	Paraguay	249.856	August 11, 1982	24 Int.	Renewal Due	August 11, 2011
POLY BAC	Registered	59151	July 21, 1982	Peru	47516	February 7, 1983	24 Int.	Renewal Due	February 7, 2011
POLY BAC	Registered	Z-73982	December 20, 1974	Poland	53486	December 20, 1974	27 Int.	Renewal Due	December 20, 2014
POLY BAC	Registered	165256	October 21, 1970	Portugal	165256	February 14, 1993	24 Int.	Renewal Due	February 14, 2011
POLY BAC	Registered	4663/2528	August 31, 1974	Romania	8647	October 16, 1975	24 Int., 27 Int.	Renewal Due	August 31, 2011
POLY BAC	Registered	69558	September 13, 1974	Russian Federation	52690	May 11, 1975	22 Int., 24 Int., 27 Int.	Renewal Due	September 13, 2014
POLY BAC	Registered	121/18	December 12, 1982	Saudi Arabia	121/18	March 5, 1986	27 Int.	Renewal Due	January 20, 2011
POLY BAC	Registered	22949Z613/74	February 15, 1978	Serbia	22949Z613/74	May 9, 1980	24 Int., 27 Int.	Renewal Due	February 15, 2011
POLY BAC	Registered	T71/52852E	September 15, 1971	Singapore	T71/52852E	September 15, 1971	24 Int.	Renewal Due	September 15, 2012

POLY BAC	Registered	48252	October 25, 1974	Slovakia	162374	May 15, 1975	24 Int., 27	Renewal Due	October 25,
POLY BAC	Registered	Z7480613	August 21, 1974	Slovenia	7480613	March 1, 1996	24 Int., 27	Renewal Due	August 21,
POLY BAC	Registered	A-70/0984	March 2, 1970	South Africa	70/0984	January 4, 1971	24 Int.	Renewal Due	March 2, 20
POLY BAC	Registered	706274	March 12, 1973	Spain	706274	October 11, 1976	06 Int., 24	Renewal Due	March 12, 2
POLY BAC	Registered	60-000493	May 13, 1971	Taiwan	51499	March 1, 1972	22 Int.	Renewal Due	February 25
POLY BAC	Registered	TM170243	March 24, 1972	Thailand	TM170243	September 22, 1975	24 Int.	Renewal Due	March 23, 2
POLY BAC	Registered	340/82		Tunisia	340/82	August 30, 1982	27 Int.	Renewal Due	August 29,
POLY BAC	Registered	2001 014798	July 27, 2001	Turkey	2001 014798	May 20, 2003	24 Int.	Renewal Due	July 27, 20
POLY BAC	Registered	4341	April 13, 1994	Ukraine	4341	September 15, 1994	22 Int., 24 Int., 27 Int.	Renewal Due	September 2014
POLY BAC	Registered	1064281	June 11, 1976	United Kingdom	1064281	August 27, 1981	24 Int.	Renewal Due	June 11, 20
POLY BAC	Registered	72/195,138	June 8, 1964	U.S.A.	793425	July 27, 1965	24 Int.	Renewal Due	July 27, 20
POLY BAC (stylized)	ABANDONED	76218-PN	May 29, 1991	Philippines	56612	December 17, 1993	24 Int.		
POLY BAC in Katakana	ABANDONED	75846/69	August 30, 1969	Japan	1248756	February 10, 1977	24 Int.		
POLYBAC	Instructed	1563801	May 31, 2007	India			24 Int.	Check Status	April 1, 200
POLYBAC	Instructed		October 31, 2007	Jordan			24 Int.	Check Status	April 1, 200
POLYBAC	Instructed	13331	November 6, 2007	Libya			24 Int.	Check Status	April 1, 200
POLYBAC	Instructed	237256	June 2, 2007	Pakistan			24 Int.	Check Status	April 1, 200
POLYBAC	Instructed	102335	November 11, 2007	United Arab Emirates			24 Int.	Check Status	April 1, 200
POWERBAC	Registered	69487	March 14, 1990	Benelux	474521	October 1, 1990	24 Int., 27	Renewal Due	March 14, 2
POWERBAC	Registered	195723	March 15, 1990	France	1609520	March 15, 1990	24 Int.	Renewal Due	March 15, 2
POWERBAC	Registered	A 47838/24 Wz	March 9, 1990	Germany	1173695	March 14, 1991	24 Int.	Renewal Due	March 9, 20
POWERBAC	Registered	2050/19900	March 15, 1990	Switzerland	380 594	February 4, 1991	24 Int.	Renewal Due	March 15, 2
PRO-GUARD	Registered	798006	November 24, 1995	Canada	TMA482864	September 24, 1997	24 Int.	Renewal Due	September 2012
PRO-GUARD	Registered	94106825	October 1, 1994	China	873188	September 21, 1996	19 Int.	Renewal Due	September 2016
PRO-GUARD	Registered	94022848	July 1, 1994	Russian Federation	133261	October 27, 1995	19 Int.	Renewal Due	July 1, 2014
PRO-GUARD	Registered	75/562,605	October 1, 1998	U.S.A.	2361487	June 27, 2000	24 Int.	Renewal Due	June 27, 20
PROPEX	Registered	46456		Algeria	46456	January 6, 2013	24 Int.	Renewal Due	January 6, 2

PROPEX	Registered	A236086	February 3, 1970	Australia	A236086	August 10, 1971	24 Int.	Renewal Due	February 3,
PROPEX	Registered	AM2403/70	October 28, 1970	Austria	68954	April 30, 1971	24 Int.	Renewal Due	April 30, 20
PROPEX	Registered	61168-A		Bolivia	61168	March 30, 1982	24 Int.	Renewal Due	March 30, 2
PROPEX	Registered	6185355		Brazil	6185355	December 25, 1995	24 Int.	Check Status of Renewal Certificate	June 1, 200
PROPEX	Registered	352	March 18, 1981	Bulgaria	12962	June 10, 1981	24 Int.	Renewal Due	March 18, 2
PROPEX	Registered	337634	November 5, 1970	Canada	182014	March 24, 1972	24 Int.	Renewal Due	March 24, 2
PROPEX	Registered	90005602	February 28, 1990	China	544816	February 28, 1991	24 Int.	Renewal Due	February 27
PROPEX	Registered	321092	May 2, 1990	Colombia	196038	December 17, 1996	24 Int.	Renewal Due	December 1 2016
PROPEX	Registered	61501	November 13, 1981	Costa Rica	61501	December 13, 1982	19 Int.	Renewal Due	December 1 2012
PROPEX	Registered	49222	April 30, 1975	Costa Rica	49222	April 30, 1975	24 Int.	Renewal Due	April 30, 20
PROPEX	Registered	Z931520	February 15, 1988	Croatia	Z931520	September 18, 1995	24 Int.	Renewal Due	February 15
PROPEX	Registered	162375	October 25, 1974	Czech Republic	162375	October 19, 1976	24 Int.	Renewal Due	October 25,
PROPEX	Registered	2040/73	March 6, 1973	Finland	T67501	June 20, 1978	24 Int.	Renewal Due	June 20, 20
PROPEX	Registered	901330	November 4, 1970	Germany	901330	January 12, 1973	24 Int.	Renewal Due	November 4
PROPEX	Registered	5628-95	August 9, 1995	Guatemala	130598	July 1, 2004	19 Int.	Renewal Due	July 1, 2014
PROPEX	Registered	55764	January 14, 1981	Honduras	55764	July 15, 1992	24 Int.	Renewal Due	July 15, 20
PROPEX	Registered	9997/89	December 19, 1989	Hong Kong	575/1991	February 22, 1991	19 Int.	Renewal Due	December 1 2010
PROPEX	Registered	19720438	September 8, 1971	Hong Kong	19720438	March 30, 1972	22 Int.	Renewal Due	September 8
PROPEX	Registered	1364/74	August 28, 1974	Hungary	117366	April 10, 1975	24 Int.	Renewal Due	August 28,
PROPEX	Registered	276966	January 29, 1990	Indonesia	536669	July 14, 1992	19 Int.	Renewal Due	July 14, 20
PROPEX	Pending	D002006 001723	January 19, 2006	Indonesia			24 Int.	Status Check	September 1
PROPEX	Registered	971/72	May 10, 1972	Ireland	81443	May 18, 1976	24 Int.	Renewal Due	May 9, 201
PROPEX	Registered	54932	September 21, 1982	Israel	54932	May 19, 1986	24 Int.	Renewal Due	September 2017
PROPEX	Registered	479	March 29, 1993	Kazakhstan	153	March 25, 1994	22 Int., 24	Renewal Due	March 29, 2
PROPEX	Registered	1583	April 22, 1971	Korea	22746	July 9, 1991	24 Int.	Renewal Due	July 8, 201
PROPEX	Registered	15008	November 24, 1982	Kuwait	13992/15008	October 11, 1984	24 Int.	Renewal Due	November 2 2012
PROPEX	Registered	43700	March 21, 1983	Lebanon	43700	March 21, 1983	22 Int.	Renewal Due	March 16, 2
PROPEX	Registered	930955	November 15, 1993	Macedonia	4048	September 30, 1996	24 Int.	Renewal Due	February 15

PROPEX	Registered	89/07711	December 14, 1989	Malaysia	89/07711	April 5, 1996	19 Int.	Renewal Due	December 14, 2010
PROPEX	Registered	89001956	May 13, 1987	Malaysia	89001956	September 12, 1995	22 Int.	Renewal Due	May 13, 2010
PROPEX	Registered	1405	April 20, 1994	Moldova	1405	March 20, 1995	22 Int., 24	Renewal Due	April 20, 2010
PROPEX	Registered	32642	September 14, 1982	Morocco	82967	September 18, 1982	24 Int.	Renewal Due	September 14, 2010
PROPEX	Registered	92640	February 2, 1970	New Zealand	92640	May 18, 1971	24 Int.	Renewal Due	February 2, 2010
PROPEX	NO RENEWAL		September 2, 1982	Nigeria	63584	June 4, 2004	24 Int.	Renewal Due	September 2, 2010
PROPEX	Registered	1038/70	October 27, 1970	Norway	82 489	August 27, 1971	24 Int.	Renewal Due	August 27, 2010
PROPEX	Registered	130185	May 21, 1995	Pakistan	130185	April 13, 2000	19 Int.	Renewal Due	May 21, 2010
PROPEX	Registered	30658	July 26, 1982	Panama	30658	December 15, 1982	24 Int.	Renewal Due	December 15, 2012
PROPEX	Registered	2059	April 14, 1982	Paraguay	249.857	August 10, 1982	24 Int.	Renewal Due	August 10, 2010
PROPEX	Registered	Z-73983	December 20, 1974	Poland	53428	December 2, 1975	24 Int.	Renewal Due	December 20, 2014
PROPEX	Registered	4665	August 31, 1974	Romania	3R 08787	January 28, 1976	24 Int.	Renewal Due	August 31, 2014
PROPEX	Registered	69577	September 13, 1974	Russian Federation	51431	November 28, 1974	22 Int., 24	Renewal Due	September 13, 2014
PROPEX	Registered	Z-611/74	August 21, 1974	Serbia	22947Z611/74	February 15, 1978	24 Int.	Renewal Due	February 15, 2014
PROPEX	Registered	56041	October 17, 1972	Singapore	172/56041D	March 26, 1974	22 Int.	Renewal Due	October 17, 2014
PROPEX	Registered	10278/94	November 26, 1994	Singapore	T94/10278H	November 26, 1994	19 Int.	Renewal Due	November 26, 2014
PROPEX	Registered	48253	October 25, 1974	Slovakia	162375	May 15, 1975	24 Int.	Renewal Due	October 25, 2014
PROPEX	Registered	27480611	August 21, 1974	Slovenia	7480611	March 1, 1996	24 Int.	Renewal Due	August 21, 2014
PROPEX	Registered	706275	May 12, 1973	Spain	706275	April 23, 1976	24 Int.	Renewal Due	May 12, 2014
PROPEX	Registered	197004809	October 28, 1970	Sweden	146110	February 22, 1974	24 Int.	Renewal Due	February 22, 2014
PROPEX	Registered	07898/1990	November 2, 1990	Switzerland	386438	October 11, 1991	22 Int., 24	Renewal Due	November 2, 2014
PROPEX	Registered	60-16738	May 13, 1971	Taiwan	50958	February 1, 1972	22 Int.	Renewal Due	January 31, 2014
PROPEX	Registered	483536	March 24, 1972	Thailand	Kor1902278	July 19, 1973	24 Int.	Renewal Due	March 24, 2014
PROPEX	Registered	7952	April 24, 1973	Trinidad and Tobago	7952	October 14, 1975	24 Int.	Renewal Due	April 24, 2014
PROPEX	Registered	339/82		Tunisia	339/82	August 30, 1982	24 Int.	Renewal Due	August 29, 2014
PROPEX	Registered	2001 014799	July 27, 2001	Turkey	2001 014799	July 27, 2001	24 Int.	Renewal Due	July 27, 2014
PROPEX	Registered	69557/SU	September 13, 1994	Ukraine	4327	December 28, 1994	22 Int., 24	Renewal Due	September 13, 2014

PROPEX	Registered	1532033	April 6, 1993	United Kingdom	1532033	March 8, 1996	19 Int.	Renewal Due	April 6, 2010
PROPEX	Registered	76/475,760	December 16, 2002	U.S.A.	2788557	December 2, 2003	19 Int.	Aff of Use - 6 Year	December 16, 2010
PROPEX	Registered	72/443,875	December 15, 1972	U.S.A.	975562	December 25, 1973	24 Int.	Renewal Due	December 15, 2013
PROPEX	Registered	2343	February 25, 1987	Venezuela	143168	March 5, 1991	24 Int.	Renewal Due	March 5, 2010
PROPEX (stylized)	Published	828959080	February 5, 2007	Brazil			01 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Published	828959064	February 5, 2007	Brazil			12 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Published	828959056	February 5, 2007	Brazil			16 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Published	828959048	February 5, 2007	Brazil			17 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Published	828959030	February 5, 2007	Brazil			19 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Published	828959390	February 5, 2007	Brazil			21 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Published	828959382	February 5, 2007	Brazil			22 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Published	828959374	February 5, 2007	Brazil			24 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Published	828959358	February 5, 2007	Brazil			28 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Published	828959340	February 5, 2007	Brazil			31 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Published	828959072	February 5, 2007	Brazil			07 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Pending	1319520	September 26, 2006	Canada			01, 07, 12, 16, 17, 19, 21, 22, 24, 28, 31 Int.	Declaration of Use	September 26, 2009
PROPEX (stylized)	Pending	5669432	October 19, 2006	China			01 Int.	Status Check	March 6, 2010
PROPEX (stylized)	ABANDONED	5669431	October 19, 2006	China			07 Int.		
PROPEX (stylized)	Pending	5669430	October 19, 2006	China			12 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Pending	5669429	October 19, 2006	China			16 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Pending	5669428	October 19, 2006	China			17 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Pending		October 19, 2006	China			19 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Pending		October 19, 2006	China			22 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Pending	5669424	October 19, 2006	China			24 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Pending		August 31, 2007	China			24 Int.	Status Check	June 10, 2010
PROPEX (stylized)	Pending	5669426	October 19, 2006	China			27 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Pending	5669423	October 19, 2006	China			28 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Pending	5669375	October 19, 2006	China			31 Int.	Status Check	March 6, 2010
PROPEX (stylized)	Pending	53803365	October 12, 2006	European Community			01, 07, 12, 16, 17, 19, 21, 22, 24,	Status Check	March 1, 2010

							28, 31 Int.		
PROPEX (stylized)	Pending	809581	September 28, 2006	Mexico			01 Int.	Status Check	February 1,
PROPEX (stylized)	Pending	809580	September 28, 2006	Mexico			07 Int.	Status Check	February 1,
PROPEX (stylized)	Pending	809579	September 28, 2006	Mexico			12 Int.	Status Check	February 1,
PROPEX (stylized)	Pending	809582	September 28, 2006	Mexico			16 Int.	Status Check	February 1,
PROPEX (stylized)	Pending	809578	September 28, 2006	Mexico			17 Int.	Status Check	February 1,
PROPEX (stylized)	Pending	809577	September 28, 2006	Mexico			19 Int.	Status Check	February 1,
PROPEX (stylized)	Pending	809576	September 28, 2006	Mexico			21 Int.	Status Check	February 1,
PROPEX (stylized)	Pending	809583	September 28, 2006	Mexico			22 Int.	Status Check	February 1,
PROPEX (stylized)	ABANDONED	809575	September 28, 2006	Mexico			24 Int.		
PROPEX (stylized)	Pending			Mexico			24 Int.	Status Check	February 1,
PROPEX (stylized)	Pending	809574	September 28, 2006	Mexico			28 Int.	Status Check	February 1,
PROPEX (stylized)	Pending	809573	September 28, 2006	Mexico			31 Int.	Status Check	February 1,
PROPEX (stylized)	Registered	78/945,769	August 5, 2006	U.S.A.	3312553	October 16, 2007	01, 07, 12, 16, 17, 19, 21, 22, 24, 28, 31 Int.	Aff of Use - 6 Year	October 16,
PROPEX FABRICS	ABANDONED	78/506,900	October 27, 2004	U.S.A.			27 Int.		
PROPEX SILT STOP	NO RENEWAL	864523	January 31, 2001	Australia	864523	November 19, 2001	19 Int.	Renewal Due	January 31,
PYRAMAT	Pending	4683765	May 27, 2005	China			17 Int.	Status Check	September :
PYRAMAT	Pending	4683763	May 27, 2005	China			24 Int.	Status Check	September :
PYRAMAT	Pending	4683764	May 27, 2005	China			19 Int.	Status Check	September :
PYRAMAT	Registered	74/420,897	August 2, 1993	U.S.A.	1933713	November 7, 1995	19 Int.	Renewal Due	November :
RECOVER	Registered	78473001	August 5, 2004	U.S.A.	3325742	October 30, 2007	27 Int.	Aff of Use - 6 Year	October 30,
REZILEX	ABANDONED	4587952	August 12, 2005	European Community			16 Int., 17 Int., 22 Int.		
REZILEX	ABANDONED	78/691,248	August 12, 2005	U.S.A.			27 Int.		
RFX	ABANDONED			Canada	396036		24 Int.		
SCOTTLAY	Registered	1309174	May 7, 1987	United Kingdom	1309174	October 13, 1989	19 Int.	Renewal Due	May 7, 200
SI	Registered	75/013,821	November 2, 1995	U.S.A.	2201689	November 3, 1998	17 Int.	Renewal Due	November :

SI	Registered	76/156,445	October 30, 2000	U.S.A.	2492600	September 25, 2001	19 Int.	Renewal Due	September : 2011
SI	Registered	76/156,267	October 30, 2000	U.S.A.	2504045	November 6, 2001	23 Int.	Aff of Use - 6 Year	November :
SI	Registered	76/156,266	October 30, 2000	U.S.A.	2504044	November 6, 2001	22 Int.	Aff of Use - 6 Year	November :
SI	Registered	76/156,269	October 30, 2000	U.S.A.	2504046	November 6, 2001	24 Int.	Aff of Use - 6 Year	November :
SI	Registered	76/156,268	October 30, 2000	U.S.A.	2492599	September 25, 2001	27 Int.	Aff of Use - 6 Year	March 25, 2
SI & Design	Registered	9900010490	January 29, 1999	China	1452892	October 7, 2000	19 Int.	Renewal Due	October 6, :
SI & Design	Registered	198150	April 1, 1996	European Community	198150	February 24, 1999	17, 19, 22, 23, 24, 27 Int.	Renewal Due	April 1, 201
SI & Design	Pending	97017120	November 26, 1997	Malaysia			19 Int.	Status Check	May 21, 20
SI & Design	Registered	75/227,690	January 17, 1997	U.S.A.	2107468	October 21, 1997	23 Int.	Renewal Due	October 21,
SI & Design	Registered	73/435,902	July 25, 1983	U.S.A.	1300707	October 16, 1984	27 Int.	Renewal Due	October 16,
SI & Design	Registered	75/227,396	January 17, 1997	U.S.A.	2161578	June 2, 1998	24 Int.	Renewal Due	June 2, 200
SI & Design	Registered	75/227,689	January 17, 1997	U.S.A.	2105589	October 14, 1997	22 Int.	Renewal Due	October 14,
SI & Design	Registered	75/227,688	January 17, 1997	U.S.A.	2132401	January 27, 1998	19 Int.	Renewal Due	January 27,
SI CONCRETE SYSTEMS	Registered	3195724	May 19, 2003	European Community	3195724	August 10, 2004	06 Int., 17 Int., 19 Int., 22 Int.	Renewal Due	May 19, 20
SigmaJoint	Registered	4792362	December 19, 2005	European Community	4792362	November 13, 2006	06 Int.	Renewal Due	December 1 2015
SILVER SENTINEL	ABANDONED			U.S.A.			24 Int.		
SOLARE	ABANDONED		March 20, 1989	Canada	385422	June 7, 1991	23 Int.		
SOMBREX	Registered	814226485	August 14, 1990	Brazil	814226485	April 8, 1997	24 Int.	Renewal Due	August 14,
SPORTGRIDS	ABANDONED	74/524,203	May 12, 1994	U.S.A.	2006649	October 8, 1996	22 Int.		
STEALTH	Registered	74/366,016	March 8, 1993	U.S.A.	1865297	November 29, 1994	22 Int.	Renewal Due	November : 2014
STEP ONE	ABANDONED	78/351,715	January 14, 2004	U.S.A.			35 Int., 41 Int.		
STEPONE (Stylized)	ABANDONED	78/488,550	September 23, 2004	U.S.A.			35 Int., 41 Int.	Statement of Use Final	June 6, 200
Stripe Design	Registered	75/510,141	June 29, 1998	U.S.A.	2386233	September 12, 2000	19 Int.	Renewal Due	September 2010
STRONRAP	ABANDONED	4588232	August 12, 2005	European Community			16 Int., 17 Int., 22		

							Int.		
STRONRAP	ABANDONED			Mexico			27 Int.		
STRONRAP	ABANDONED	78/691,287	August 12, 2005	U.S.A.			27 Int.		
SUPAC	NO RENEWAL	24311	March 16, 1982	Puerto Rico	24311	October 13, 1982	19 Int., 24 Int.	Renewal Due	October 13,
SUPAC	NO RENEWAL	12183	July 31, 1980	Trinidad and Tobago	12183	November 11, 1983	19 Int.	Renewal Due	July 30, 200
SUPAC	NO RENEWAL	73/119,897	March 18, 1977	U.S.A.	1087778	March 21, 1978	24 Int.	Renewal Due	March 21, 2
SUPERGRO	Registered	795448	November 10, 1995	Canada	TMA469452	January 23, 1997	19 Int.	Renewal Due	January 23,
SUPERGRO	Registered	73/812,828	July 17, 1989	U.S.A.	1616745	October 9, 1990	19 Int.	Renewal Due	October 9, 2
SYNFAB	Registered	74/527,857	May 23, 1994	U.S.A.	1947607	January 9, 1996	24 Int.	Renewal Due	January 9, 2
SYNFLEX	Registered	75/835,979	October 29, 1999	U.S.A.	2556835	April 2, 2002	24 Int.	Aff of Use - 6 Year	April 2, 200
SYNTEMP	Registered	75/849,746	November 15, 1999	U.S.A.	2579540	June 11, 2002	24 Int.	Aff of Use - 6 Year	June 11, 20
VERTIFORCE	Registered	78/106,658	February 4, 2002	U.S.A.	2635517	October 15, 2002	19 Int.	Aff of Use - 6 Year	October 15,
VITIPLEX	Registered	2544138	September 28, 2004	Argentina	2.082.167	May 2, 2006	17 Int.	Aff of Use	May 2, 201
VITIPLEX	Published	825861306	September 10, 2003	Brazil			22 Int.	Status Check	August 7, 2
VITIPLEX	Registered	657.738	August 24, 2004	Chile	713.542	December 30, 2004	24 Int.	Renewal Due	December 3
VITIPLEX	ABANDONED	78/477,681	September 2, 2004	U.S.A.			19 Int.		2014
WINNING THE GAME	Registered	76/259,364	May 18, 2001	U.S.A.	2662026	December 17, 2002	35 Int.	Aff of Use - 6 Year	December 1
WINNING THE GAME	Registered	76/259,363	May 18, 2001	U.S.A.	2642115	October 29, 2002	41 Int.	Aff of Use - 6 Year	October 29,
X3	Pending	4125043	June 17, 2004	China			22 Int.	Status Check	July 24, 200
X3	Registered	3889805	June 23, 2004	European Community	3889805	September 29, 2005	22 Int.	Renewal Due	June 23, 20
X3	Registered	93027840	June 16, 2004	Taiwan	1154140	May 16, 2005	22 Int.	Renewal Due	May 15, 20
X3	Registered	78/346,128	December 29, 2003	U.S.A.	2913339	December 21, 2004	22 Int.	Aff of Use - 6 Year	December 2
XOREX	Registered	708807	May 20, 1996	Australia	708807	May 16, 1997	06 Int.	Renewal Due	May 20, 20
XOREX	Registered	674140	January 16, 1991	Canada	401663	August 21, 1992	06 Int.	Renewal Due	August 21,
XOREX	ABANDONED	1995-012584	April 3, 1995	Korea	359090	April 2, 1997	33 Int.		
XOREX	Registered	314923	November 21, 1997	Mexico	569359	January 30, 1998	19 Int.	Renewal Due	November :

									2017
XOREX	Registered	NZ265204	July 31, 1996	New Zealand	265204	April 15, 1997	06 Int.	Renewal Due	July 31, 20
XTINGUISH	Registered	78/284,302	August 7, 2003	U.S.A.	2961136	June 7, 2005	24 Int.	Aff of Use - 6 Year	June 7, 201

III. Copyrights

Reg. No.	Title of Copyrighted Work	Owner of Record
TXU 905-791	Goodearth Software	SI Geosolutions Corporation
TX5-911-715	Structural Storm Quality BMP Manual	SI Geosolutions Corporation

EXHIBIT B

Labor Law Department
February, 2009

Labor lawsuit n° 10911-2007-11-9-00-4

Court: 11th Labor Court of Curitiba

Plaintiff: Adão Ramos

Defendant: Propex do Brasil Ltda.

Value: R\$ 16.000,00 (04/17/07)

Current value: R\$ 16.000,00 (12/31/08)

Subject: Allegedly unpaid labor rights

Status: Examining trial and judgment re-scheduled to 05/29/09, at 16:15hs.

Loss: Possible (41% to 70%)

Labor lawsuit n° 18506-2006-008-09-00-0

Court: 8th Labor Court of Curitiba

Plaintiff: Alci Hilgemberg

Defendant: Propex do Brasil Ltda.

Value: R\$ 15.000,00 (10/31/06)

Current value: R\$ 15.000,00 (12/31/08)

Subject: Allegedly unpaid labor rights

Status: We filed an appeal. Awaiting judgment.

Loss: Possible (41% to 70%)

Labor lawsuit n° 31603-2007-1-9-0-5

Court: 1st Labor Court of Curitiba

Plaintiff: Delcídes Donizete Stramazo

Defendant: Propex do Brasil Ltda.

Value: R\$ 20.000,00 (10/18/07)

Current value: R\$ 20.000,00 (12/31/08)

Subject: Allegedly unpaid labor rights

Status: Awaiting judgment.

Loss: Possible (41% to 70%)

Labor lawsuit n° 16768-2003-9-9-0-4

Court: 9th Labor Court of Curitiba

Plaintiff: Elmar Evandro Batista

Defendant: Amoco do Brasil Ltda.

Value: R\$ 10.000,00 (10/07/03)

Current value: R\$ 14.998,07 (12/31/08)

Subject: Allegedly unpaid labor rights

Status: Our appeal was denied by the Appellate Court. The plaintiff is executing the decision.

Loss: Probable (71% to 100%)

Provisional Execution n° 16768-2003-9-9-1-7

Court: 9th Labor Court of Curitiba

Plaintiff: Elmar Evandro Batista

Defendant: Amoco do Brasil Ltda.

Value: R\$ 10.665,30 (02/07/06)

Current value: R\$ 14.998,07 (12/31/08)

Subject: Provisional Execution of the labor lawsuit above

Status: We filed an interlocutory appeal, which was denied by the Appellate Court. Awaiting the proceedings to come back to the 9th Labor Court.

Loss: Probable (71% to 100%)

Labor lawsuit n° 8279-2002-9-9-0-8

Court: 9th Labor Court of Curitiba

Plaintiff: Jonas Batista de Oliveira Junior

Defendant: Propex do Brasil Ltda.

Value: R\$ 10.000,00 (05/06/02)

Current value: R\$ 12.640,45 (12/31/08)

Subject: Allegedly unpaid labor rights
Status: We filed an appeal. Awaiting judgment.
Loss: Possible (41% to 70%)

Labor lawsuit n° 18668-1999-7-9-0-2

Court: 7th Labor Court of Curitiba
Plaintiff: Josenil Martins
Defendant: Propex do Brasil Ltda. & Amoco do Brasil Ltda.
Value: R\$ 400,00 (07/20/99)
Current value: R\$ 7.297,51 (12/31/08)
Subject: Allegedly unpaid labor rights
Status: We filed a stay of execution. Awaiting judgment.
Loss: Probable (71% to 100%)

Labor lawsuit n° 03892-2008-016-09-00-2

Court: 16th Labor Court of Curitiba
Plaintiff: Josino de Souza Silva
Defendant: Propex do Brasil Ltda.
Value: R\$ 16.000,00 (02/12/08)
Current value: R\$ 16.000,00 (12/31/08)
Subject: Allegedly unpaid labor rights
Status: Waiting for the experts' proof, due to the plaintiff's request for insalubrious' additional.
Loss: Possible (41% to 70%)

Indemnification lawsuit n° 24410-2007-29-9-0-3

Court: 20th Labor Court of Curitiba
Plaintiff: Manoel Xavier de Souza
Defendant: Amoco do Brasil Ltda.
Value: R\$ 150.000,00 (08/13/07)
Current value: R\$ 150.000,00 (12/31/08)

Subject: Labor accident indemnification suit
Status: Awaiting judgment set for 05/15/09, at 17:10hs.
Loss: Possible (41% to 70%)

Labor lawsuit n° 997-2008-651-9-0-6

Court: 17th Labor Court of Curitiba
Plaintiff: Maria Aparecida Medeiros
Defendant: Propex do Brasil Ltda.
Value: R\$ 16.000,00 (01/14/08)
Current value: R\$ 16.000,00 (12/31/08)
Subject: Occupational disease labor rights
Status: Trial scheduled to 06/01/09, at 17:46hs.
Loss: Possible (41% to 70%)

Labor lawsuit n° 16962-2005-8-9-0-5

Court: 8th Labor Court of Curitiba
Plaintiff: Osni Amarante da Silva
Defendant: Propex do Brasil Ltda. & L.L. de Oliveira & Cia Ltda.
Value: R\$ 13.000,00 (10/10/05)
Current value: R\$ 13.000,00 (12/31/08)
Subject: Allegedly unpaid labor rights labor accident indemnification suit
Status: Trial scheduled to 08/06/09, at 13:29hs.
Loss: Possible (41% to 70%)

Labor lawsuit n° 24306-2000-16-9-0-6

Court: 16th Labor Court of Curitiba
Plaintiff: Paulo Cesar Stramazo
Defendant: Propex do Brasil Ltda.
Value: R\$ 6.500,00 (10/18/00)
Current value: R\$ 20.522,62
Subject: Allegedly unpaid labor rights

Status: We filed a stay of execution. Awaiting judgment.
Loss: Possible (41% to 70%)

Writ of Mandamus n° 1156-2008-909-9-0-5

Court: Labor Appellate Court of Paraná
Plaintiff: Propex do Brasil Ltda.
Defendant: 15th Labor Court of Curitiba
Value: R\$ 500,00 (12/12/08)
Current value: R\$ 500,00 (12/31/08)
Subject: Regarding Labor lawsuit n° 31396-2008-15-9-0-2
Status: Awaiting judgment
Loss: Remote (0% to 40%)

Labor lawsuit n° 10592-2004-12-9-0-0

Court: 12th Labor Court of Curitiba
Plaintiff: Silvano Aparecido Falopa
Defendant: Propex do Brasil Ltda.
Value: R\$ 11.000,00 (06/21/04)
Current value: R\$ 5.566,68 (12/31/08)
Subject: Allegedly unpaid labor rights
Status: We filed a stay of execution. Awaiting judgment.
Loss: Possible (41% to 70%)

Labor lawsuit n° 31396-2008-15-9-0-2

Court: 15th Labor Court of Curitiba
Plaintiff: Silviã da Conceição Oliveira Rodrigues
Defendant: Propex do Brasil Ltda.
Value: R\$ 17.000,00 (10/08/08)
Current value: R\$ 17.000,00 (12/31/08)
Subject: Allegedly unpaid labor rights, request to annul the termination of the labor contract, and conviction for pain and suffering damages.

Status: Awaiting judgment of the Writ of Mandamus n° 1156-2008-909-9-0-5, listed above.

Loss: Possible (41% to 70%)

Labor lawsuit n° 16378-2003-4-9-0-2

Court: 4th Labor Court of Curitiba

Plaintiff: Silma Saldane Bittencourt

Defendant: Propex do Brasil Ltda.

Value: R\$ 9.620,00 (09/30/03)

Current value: R\$ 4.838,80 (12/31/08)

Subject: Allegedly unpaid labor rights

Status: We filed an interlocutory appeal. Awaiting judgment.

Loss: Possible (41% to 70%)

Labor lawsuit n° 12040-2004-5-9-0-9

Court: 1st Labor Court of Curitiba

Plaintiff: Valdir Ramos da Silva

Defendant: Propex do Brasil Ltda.

Value: R\$ 10.530,00 (07/14/04)

Current value: R\$ 10.530,00 (12/31/08)

Subject: Allegedly unpaid labor rights

Status: We filed an appeal that was denied by the Appellate Court. Awaiting proceeding to go back to the 1st Labor Court.

Loss: Probable (71% to 100%)

Labor lawsuit n° 8290-2002-5-9-0-2

Court: 5th Labor Court of Curitiba

Plaintiff: Vicente de Lima Silva

Defendant: Propex do Brasil Ltda.

Value: R\$ 10.000,00 (05/06/02)

Current value: R\$ 33.177,71 (12/31/08)

Subject: Allegedly unpaid labor rights
Status: We filed a stay of execution. Awaiting judgment.
Loss: Possible (41% to 70%)

EXHIBIT C

PROPEX DO BRASIL LTDA

**Civil Law Department
February, 2009**

Execution nº 200/00

Court: 11th Civil Court of Curitiba

Plaintiff: Propex do Brasil Ltda.

Defendant: Plinio Parizio & others

Subject: Execution of 04 promissory notes due to defendant's default.

Value: R\$ 57.361,70 (01/24/00)

Current value: R\$ 118.907,68 (12/31/08)

Status: Waiting for the Central Bank's response, regarding the existence of other bank accounts from the defendants.

Loss: Remote (0% a 40%).

Guarantee: A VW Parati GL from 1989, and the bank account 01.002259-6 from Nossa Caixa Bank.

Execution nº 36/96

Court: 17th Civil Court of Curitiba.

Plaintiff: Propex do Brasil Ltda.

Defendant: Indústria de Tapetes Atlântida SA-ITA

Value: R\$ 18.897,81 (01/10/96)

Current value: R\$ 52.795,19 (12/31/08)

Subject: Execution of a trade bill nº 3941 that was not paid by the defendant.

Status: A new letter rogatory was sent to São Paulo to summon the defendant.

Loss: Possible (41% to 70%).

Execution n° 40/96

Court: 21st Civil Court of Curitiba.

Plaintiff: Propex do Brasil Ltda.

Defendant: Indústria de Tapetes Atlântida SA-ITA and other

Value: R\$ 196.904,44 (01/10/1996)

Current Value: R\$ 550.095,83 (12/31/2008)

Subject: Execution of 4 promissory notes due to defendant's default.

Status: Awaiting the second defendant to be found and summoned.

Guarantee: A machine Super Tuffer n° M3-140 (estimated value: R\$240.000,00), and a loom machine n° 4J (estimated value: R\$220.000,00)

Loss: Remote (0% a 40%).

Judicial Protest n° 008.01.010599-6

Court: 2nd Civil Court of Tatuapé/SP.

Plaintiff: Propex do Brasil Ltda.

Defendant: Têxtil Tabacow S/A and other

Subject: The defendant did not comply with its commercial obligations, and recognized the debt of R\$ 2.450.443,00.

Value: R\$1.000,00 (07/18/01)

Current value: R\$ 1.848,93 (12/31/2008)

Status: Awaiting judgment from the Appellate Court of São Paulo.

Loss: Possible (41% to 70%).

Execution n° 663/04

Court: 15th Civil Court of Curitiba

Plaintiff: Propex do Brasil Ltda.

Defendant: Lylson Keller Vieira Franco

Value: R\$ 28.660,71 (06/02/04)

Current Value: R\$ 36.779,07 (12/31/08)

Subject: Execution of 16 promissory notes issued by the defendant.

Status: Awaiting the defendant to be found and summoned.
Loss: Possible (41% to 70%).

Collection Suit n° 2008.155701-2

Court: 17th Civil Court of São Paulo/SP

Plaintiff: Propex do Brasil Ltda.

Defendant: Novit Ind. Bras. de Tapetes e Carpetes Ltda., and Specturs Participações S/ C Ltda.

Value: R\$ 947.878,95 (04/30/08)

Current value: R\$ 1.003.585,49 (12/31/08)

Subject: Collection intended to liquidate the plaintiff's credit line before the defendant through the Deed of Revolving Credit Opening.

Status: Awaiting the defendant to be summoned.

Loss: Remote (0% a 40%)

Writ of Prevention to Stay Protest n° 034.06.000494-4

Court: Civil Court of Itapiranga/SC

Plaintiff: Markaty Indústria e Comércio Ltda.

Defendant: Propex do Brasil Ltda.

Value: R\$ 19.377,51 (04/19/06)

Current Value: R\$ 22.832,69 (12/31/08)

Subject: Plaintiff is requesting the stay of protest of titles n° 1037111/01, n° 1037253/05 and n° 1038031/05, issued due to the sale of curtains.

Status: This lawsuit is attached to the Lawsuit n° 034.06.000653-0, below.

Loss: Possible (41% a 70%).

Lawsuit n° 034.06.000653-0

Court: Civil Court of Itapiranga/SC

Plaintiff: Markaty Indústria e Comércio Ltda.

Defendant: Propex do Brasil Ltda.

Value: R\$ 19.377,51 (05/18/06)

Rua Lourenço Pinto, 500 - CEP 80010-160 - Curitiba - PR - Brasil
Tel.: (55) (41) 3310-6800 - Fax: (55) (41) 3310-6868
e-mail: casillo@casilloadvogados.com.br
www.casilloadvogados.com.br

Current Value: R\$ 22.832,69 (12/31/08)

Subject: Lawsuit alleging that the plaintiff acquired non-quality product (pigsty curtains), and aiming the annulment of credit instruments.

Status: Plaintiff filed an appeal. Awaiting judgment.

Loss: Possible (41% a 70%).

Declaratory Suit n° 2006.70.00.026516-4

Court: 8th Civil Court of Curitiba

Plaintiff: Propex do Brasil Ltda.

Defendant: CREA/PR – Conselho Regional de Engenharia, Arquitetura e Agronomia

Value: R\$ 2.189,60 (10/03/06)

Current Value: R\$ 2.555,49 (12/31/08)

Subject: Requesting for a judicial declaration that the plaintiff is not obliged to register and pay CREA's fees.

Status: Plaintiff filled an appeal. Awaiting judgment.

Loss: Remote (0% - 40%)

Writ of Prevention to Stay Protest n° 1253/06

Court: Civil Court of Pinhais/PR

Plaintiff: Plastrecicladados Ind. Com. Imp e Exp. de Emba. Plást. Ltda.

Defendant: Propex do Brasil Ltda.

Value: R\$ 1.000,00 (08/31/06)

Current Value: R\$ 212.953,79 (12/31/08)

Subject: Plaintiff alleges that the protest of the credit instruments is related to a sales agreement where goods with defects were delivered.

Status: This case is attached to lawsuit 1700/06, below.

Loss: Possible (41% a 70%).

Declaratory Suit n° 1700/06

Court: Civil Court of Pinhais/PR

Rua Lourenço Pinto, 500 - CEP 80010-160 - Curitiba - PR - Brasil
Tel.: (55) (41) 3310-6500 - Fax: (55) (41) 3310-6868
e-mail: castillo@castilloadvogados.com.br
www.castilloadvogados.com.br

Plaintiff: Plastireciclados Ind. Com. Imp e Exp. de Emba. Plást. Ltda.

Defendant: Propex do Brasil Ltda.

Value: R\$ 181.730,00 (11/07/06)

Current Value: R\$ 210.789,67 (12/31/08)

Subject: Plaintiff is requesting for a judicial declaration that its debt is undue because goods with defects were delivered.

Status: Waiting for the experts to present proof.

Loss: Possible (41% to 70%).

Search and Seizure n° 1312/07

Court: 5th Civil Court of Curitiba

Plaintiff: Propex do Brasil Ltda.

Defendant: José Carlos de Castro

Value: R\$ 50.000,00 (08/28/07)

Current Value: R\$ 56.230,25 (12/31/08)

Subject: Plaintiff is requesting the search and seizure of electronic equipments that contain confidential information of the plaintiff, that are located at the defendant's residence.

Status: An agreement was signed between the parties, but the defendant did not comply with his obligations, so we requested his bank accounts to be blocked. Awaiting an order to be issued to collect the money from the defendant's accounts.

Loss: Remote (0% to 40%).

Corporate Law Department

February, 2009

Assessment notice n° 9.080.230-5

Court: Environmental Institute of Paraná (IAP)

Plaintiff: Environmental Institute of Paraná (IAP)

Defendant: Propex do Brasil Ltda.

Value: R\$ 7.000,00 (07/03/06)

Current Value: R\$ 7.000,00 (12/31/08)

Subject: Assessment notice related to supposedly cast of liquid effluent not complying with IAP established parameters.

Status: Awaiting decision.

Loss: Possible (41% to 70%).

Bankruptcy Department
February, 2009

Bankruptcy n° 788/04

Court: Civil Court of Campo Largo/PR

Plaintiff: Propex do Brasil Ltda.

Defendant: Multibag Ind. e Com. de Embalagens Ltda.

Value: R\$ 68.187,94 (07/29/04)

Current Value: R\$ 86.664,33 (01/31/09)

Subject: Plaintiff requested the defendant's bankruptcy due to non-payment of many trade bills.

Status: Since the defendant does not have any goods to pay its creditors, the Court decided to send this case to the archives. Awaiting administrator to pay the proceedings' cost.

Loss: Probable (71% to 100%).

Bankruptcy n° 053.01.2005.001151-0

Court: 1st Civil Court of Avará/SP

Plaintiff: Novit Ind. Bras. de Tapetes e Carpetes Ltda.

Defendant: Novit Ind. Bras. de Tapetes e Carpetes Ltda.

Intervient: Propex do Brasil Ltda.

Value: R\$ 1.083.532,83 (08/10/07)

Current Value: R\$ 1.217.650,90 (01/31/09)

Subject: Novit requested its own bankruptcy.

Status: Awaiting auction to try to sell Novit's goods. Some goods were already sold, but all the amount was used to pay vigilance activities.

Loss: Probable (71% to 100%).

Bankruptcy n° 1428/06

Court: Civil Court of Pinhais/PR

Rua Lourenço Pinto, 506 - CEP 80010-160 - Curitiba - PR - Brasil
Tel.: (55) (41) 3310-6800 - Fax: (55) (41) 3310-6868
e-mail: casillo@casilloadvogados.com.br
www.casilloadvogados.com.br

Plaintiff: Propex do Brasil Ltda.

Defendant: Plastireciclados Ind., Com., Imp., e Exp. de Emb. Plást. Ltda.

Value: R\$ 193.349,58 (09/20/06)

Current Value: R\$ 225.949,22 (01/31/09)

Subject: Plaintiff requested the defendant's bankruptcy due to non-payment of many trade bills.

Status: Awaiting judgment from a Declaratory Suit nº 1700/2006, so that the Court may determine the next proceedings.

Loss: Possible (41% to 70%).

Bankruptcy nº 564.01.2006.034969

Court: 4th Civil Court of São Bernardo do Campo/SP

Plaintiff: Propex do Brasil Ltda.

Defendant: Polimar Indústria e Comércio Ltda.

Value: R\$ 104.177,25 (08/02/06)

Current Value: R\$ 121.976,35 (01/31/09)

Subject: Plaintiff requested the defendant's bankruptcy due to non-payment of many trade bills.

Status: Awaiting judgment.

Loss: Possible (41% to 70%)

Bankruptcy nº 225/08

Court: Civil Court of Dois Vizinhos/PR

Plaintiff: M.L.C. Gnoato & Cia. Ltda.

Defendant: M.L.C. Gnoato & Cia. Ltda.

Intervenant: Propex do Brasil Ltda.

Value: R\$ 103.418,35 (05/15/06)

Current Value: R\$ 10.251,30 (12/31/08)

Subject: Plaintiff requested for judicial recuperation before its creditors.

Status: Twenty-four out of thirty-six installments were already deposited in the judicial account. There is still the amount of R\$ 10.251,30 to be received by Propex.
Loss: Possible (41% to 70%)

PROPEX DO BRASIL LTDA

**Civil Law Department
February, 2009**

Execution nº 200/00

Court: 11th Civil Court of Curitiba

Plaintiff: Propex do Brasil Ltda.

Defendant: Plinio Parizio & others

Subject: Execution of 04 promissory notes due to defendant's default.

Value: R\$ 57.361,70 (01/24/00)

Current value: R\$ 118.907,68 (12/31/08)

Status: Waiting for the Central Bank's response, regarding the existence of other bank accounts from the defendants.

Loss: Remote (0% a 40%).

Guarantee: A VW Parati GL from 1989, and the bank account 01.002259-6 from Nossa Caixa Bank.

Execution nº 36/96

Court: 17th Civil Court of Curitiba.

Plaintiff: Propex do Brasil Ltda.

Defendant: Indústria de Tapetes Atlântida SA-ITA

Value: R\$ 18.897,81 (01/10/96)

Current value: R\$ 52.795,19 (12/31/08)

Subject: Execution of a trade bill nº 3941 that was not paid by the defendant.

Status: A new letter rogatory was sent to São Paulo to summon the defendant.

Loss: Possible (41% to 70%).

Execution n° 40/96

Court: 21st Civil Court of Curitiba.

Plaintiff: Propex do Brasil Ltda.

Defendant: Indústria de Tapetes Atlântida SA-ITA and other

Value: R\$ 196.904,44 (01/10/1996)

Current Value: R\$ 550.095,83 (12/31/2008)

Subject: Execution of 4 promissory notes due to defendant's default.

Status: Awaiting the second defendant to be found and summoned.

Guarantee: A machine Super Tuffer n° M3-140 (estimated value: R\$240.000,00), and a loom machine n° 4J (estimated value: R\$220.000,00)

Loss: Remote (0% a 40%).

Judicial Protest n° 008.01.010599-6

Court: 2nd Civil Court of Tatuapé/SP.

Plaintiff: Propex do Brasil Ltda.

Defendant: Têxtil Tabacow S/A and other

Subject: The defendant did not comply with its commercial obligations, and recognized the debt of R\$ 2.450.443,00.

Value: R\$1.000,00 (07/18/01)

Current value: R\$ 1.848,93 (12/31/2008)

Status: Awaiting judgment from the Appellate Court of São Paulo.

Loss: Possible (41% to 70%).

Execution n° 663/04

Court: 15th Civil Court of Curitiba

Plaintiff: Propex do Brasil Ltda.

Defendant: Lylson Keller Vieira Franco

Value: R\$ 28.660,71 (06/02/04)

Current Value: R\$ 36.779,07 (12/31/08)

Subject: Execution of 16 promissory notes issued by the defendant.

Status: Awaiting the defendant to be found and summoned.
Loss: Possible (41% to 70%).

Collection Suit n° 2008.155701-2

Court: 17th Civil Court of São Paulo/SP

Plaintiff: Propex do Brasil Ltda.

Defendant: Novit Ind. Bras. de Tapetes e Carpetes Ltda., and Specturs Participações S/ C Ltda.

Value: R\$ 947.878,95 (04/30/08)

Current value: R\$ 1.003.585,49 (12/31/08)

Subject: Collection intended to liquidate the plaintiff's credit line before the defendant through the Deed of Revolving Credit Opening.

Status: Awaiting the defendant to be summoned.

Loss: Remote (0% a 40%)

Writ of Prevention to Stay Protest n° 034.06.000494-4

Court: Civil Court of Itapiranga/SC

Plaintiff: Markaty Indústria e Comércio Ltda.

Defendant: Propex do Brasil Ltda.

Value: R\$ 19.377,51 (04/19/06)

Current Value: R\$ 22.832,69 (12/31/08)

Subject: Plaintiff is requesting the stay of protest of titles n° 1037111/01, n° 1037253/05 and n° 1038031/05, issued due to the sale of curtains.

Status: This lawsuit is attached to the Lawsuit n° 034.06.000653-0, below.

Loss: Possible (41% a 70%).

Lawsuit n° 034.06.000653-0

Court: Civil Court of Itapiranga/SC

Plaintiff: Markaty Indústria e Comércio Ltda.

Defendant: Propex do Brasil Ltda.

Value: R\$ 19.377,51 (05/18/06)

Rua Lourenço Pinto, 500 - CEP 80010-160 - Curitiba - PR - Brasil
Tel.: (55) (41) 3310-6800 - Fax: (55) (41) 3310-6868
e-mail: casillo@casilloadvogados.com.br
www.casilloadvogados.com.br

Current Value: R\$ 22.832,69 (12/31/08)

Subject: Lawsuit alleging that the plaintiff acquired non-quality product (pigsty curtains), and aiming the annulment of credit instruments.

Status: Plaintiff filed an appeal. Awaiting judgment.

Loss: Possible (41% a 70%).

Declaratory Suit n° 2006.70.00.026516-4

Court: 8th Civil Court of Curitiba

Plaintiff: Propex do Brasil Ltda.

Defendant: CREA/PR – Conselho Regional de Engenharia, Arquitetura e Agronomia

Value: R\$ 2.189,60 (10/03/06)

Current Value: R\$ 2.555,49 (12/31/08)

Subject: Requesting for a judicial declaration that the plaintiff is not obliged to register and pay CREA's fees.

Status: Plaintiff filled an appeal. Awaiting judgment.

Loss: Remote (0% - 40%)

Writ of Prevention to Stay Protest n° 1253/06

Court: Civil Court of Pinhais/PR

Plaintiff: Plastrecicladados Ind. Com. Imp e Exp. de Emba. Plást. Ltda.

Defendant: Propex do Brasil Ltda.

Value: R\$ 1.000,00 (08/31/06)

Current Value: R\$ 212.953,79 (12/31/08)

Subject: Plaintiff alleges that the protest of the credit instruments is related to a sales agreement where goods with defects were delivered.

Status: This case is attached to lawsuit 1700/06, below.

Loss: Possible (41% a 70%).

Declaratory Suit n° 1700/06

Court: Civil Court of Pinhais/PR

Rua Lourenço Pinto, 500 - CEP 80010-160 - Curitiba - PR - Brasil
Tel.: (55) (41) 3310-6500 - Fax: (55) (41) 3310-6868
e-mail: castillo@castilloadvogados.com.br
www.castilloadvogados.com.br

Plaintiff: Plastireciclados Ind. Com. Imp e Exp. de Emba. Plást. Ltda.

Defendant: Propex do Brasil Ltda.

Value: R\$ 181.730,00 (11/07/06)

Current Value: R\$ 210.789,67 (12/31/08)

Subject: Plaintiff is requesting for a judicial declaration that its debt is undue because goods with defects were delivered.

Status: Waiting for the experts to present proof.

Loss: Possible (41% to 70%).

Search and Seizure n° 1312/07

Court: 5th Civil Court of Curitiba

Plaintiff: Propex do Brasil Ltda.

Defendant: José Carlos de Castro

Value: R\$ 50.000,00 (08/28/07)

Current Value: R\$ 56.230,25 (12/31/08)

Subject: Plaintiff is requesting the search and seizure of electronic equipments that contain confidential information of the plaintiff, that are located at the defendant's residence.

Status: An agreement was signed between the parties, but the defendant did not comply with his obligations, so we requested his bank accounts to be blocked. Awaiting an order to be issued to collect the money from the defendant's accounts.

Loss: Remote (0% to 40%).

Corporate Law Department

February, 2009

Assessment notice n° 9.080.230-5

Court: Environmental Institute of Paraná (IAP)

Plaintiff: Environmental Institute of Paraná (IAP)

Defendant: Propex do Brasil Ltda.

Value: R\$ 7.000,00 (07/03/06)

Current Value: R\$ 7.000,00 (12/31/08)

Subject: Assessment notice related to supposedly cast of liquid effluent not complying with IAP established parameters.

Status: Awaiting decision.

Loss: Possible (41% to 70%).

Prof. J. Caio
Selma Elena de Paula Assis
Dionete Zoratti Lathuacoli
Angela Roberto Silva Frasco
Eduardo Caetano Junior
Patricia Caputo
Suzana Cavalcanti Ribeiro
Andre Paulo Sousa
Carolina Pinheiro Siqueira
Cydneure Gomes Xavier de Oliveira
Fátima Adalberto Cardoso de Moura
Franciele Melo Chagas
Jefferson Casati
Edardo Tomazini Hoffmeister
Wilson de Silva Costa Leites
Rafael Cristina Porto Franco
Renata Pinheiro Petrucci
Hélio Eduardo Pinto
Rafael Conrad Zastrowicz
Felipe Augusto Melo Pires
Felipe Florio Costa Garcia
Evandro de Paula e Silva Júnior
Tatiana Blum Pente
Karina de Oliveira Fátima dos Santos
Cristiane dos Santos Rincón
Hugo Nova Soares
Humberto Lar Caceres
Amanda Garcia de Oliveira Miranda



PROPEX DO BRASIL LTDA

Taxation Department
January, 2009

A - CASES WHOSE VALUES AND EFFECTS ARE OVER US\$ 125,000.00

N009479.00

Writ of Mandamus: 11/2003

Court: 1st Division of Tax Court of Curitiba

Plaintiff: Propex do Brasil Ltda.

Defendant: Delegate of the State Revenue in Curitiba.

Subject: Preventive Writ of Mandamus aiming to get a judicial declaration of the non liability for the payment of ICMS over the amount correspondent to the accrued value on installment sales.

Value: R\$ 679.811,25 on July, 2002. This is the accounting value, as informed by Mr. Higino Zanin.

Status: A judicial decision is awaited.

Loss: Possible (41% to 70%).

Strategy: To wait for a judicial decision.

Agreement possibility: None.

There is no financial risk for Propex in this case. There can be a benefit if Propex prevails.

Rua Lourenço Pinto, 500 - CEP 80010-160 - Curitiba - PR - Brasil
Tel.: (55) (41) 3310-6800 - Fax: (55) (41) 3310-6868
e-mail: casillo@casilloadvogados.com.br
www.casilloadvogados.com.br



N008707.00

Writ of Mandamus: 2001.70.00.008664-8

Court: 4th Federal Court Division of Curitiba.

Plaintiff: Amoco do Brasil Ltda / Propex do Brasil Ltda.

Defendant: Delegate of the Federal Revenue in Curitiba.

Value: R\$ 947.180,36. (The Value is fully deposited in Court.) If the company wins, the value it will gain is R\$ 947.180,36 plus correction. The current amount deposited at the judicial banking account is R\$ 2.105.108,34 (January, 2009).

Subject: Requesting the use of a tax system based in the presumed income since February 29, 2000, inputting the IRPJ and CSLL, which validates its use, according to the Law n°. 9.964/00.

Status: The Court denied our initial request. We filed an appeal. Awaiting judgment by the Supreme Court.

Loss: Probable (71% to 100%).

Strategy: To wait for a judicial decision.

Agreement possibility: None.

The financial risk for Propex in this case is to lose the amount that is already deposited in the judicial banking account, above mentioned.

N009508.00

Fiscal Administrative Process: 10980.009210/2001-10

Court: Federal Revenue Office in Curitiba.

Plaintiff: Federal Revenue Office.

Defendant: Amoco do Brasil Ltda / Propex do Brasil Ltda.

Value: R\$ 385.286,27 (November, 2001).

Current Value: R\$ 813.377,84 (December, 2008).

Subject: Tax assessment notice transcript due to IRRF (income tax withhold) lack of collection and non exact declaration.

Status: A response was filed and it was informed and proved that the credit has already been totally paid. The collection being made was considered totally undue, reason why



this lawsuit was sent to the archives. Mr. Higino asked us not to request to the law clerk to see the lawsuit proceedings, in order to confirm that it was really sent to the archives. This administrative process will not be included in the next report.

Loss: Remote (0% a 40%).

Strategy: None. This administrative process was sent to the archives.

Agreement possibility: None.

The financial risk to Propex in this case is exactly the updated amount above mentioned.

N009523.00

Writ of Mandamus: 99.00.06572-7

Court: 8th Federal Court Division of Curitiba.

Plaintiff: Amoco do Brasil Ltda / Propex do Brasil Ltda.

Defendant: Delegate of the Federal Revenue in Curitiba.

Subject: Unconstitutionality declaration of the Federal Law n°. 9.718/98, that included the financial revenues and the non-operational revenues to the federal contributions (PIS and COFINS) tax basis.

Value: Needs to be checked on the company's accounting books. There is a judicial deposit in this suit estimated on R\$ 4.059.729,38 (January, 2009).

Status: On June 13, 2006, a motion requesting the substitution of Amoco by Propex was filed. After that, the Minister determined that the Union representative presented a response to that request, which was duly presented, so judgment is, currently, waited at the Federal Supreme Court.

Observation: The Federal Supreme Court (STF) declared, by majority, the unconstitutionality of the disparities of the law n. 9.718/98 which instituted the new tax basis for PIS and COFINS incidence. In the judgment of the Extraordinary Appeals 357950, 390840, 358273, 346084 the Justices declared the 1st paragraph of the 3rd article of the law, unconstitutional. The clause had a new concept about the billing (gross revenue) of the contribution incidence. It means that it affects the total of the companies' revenues, no matter what the activities performed are, nor the account classification



adopted by the revenues. Because of these precedents, there are great chances of success.

Loss: Remote (0% a 40%).

Strategy: To wait for a judicial decision.

Agreement possibility: None.

There is no financial risk for Propex in this case. If Propex wins, it will withdraw the whole amount of the deposit regarding PIS, whose current value is R\$ 191.377,70 (December, 2008). There are good chances that the amount regarding COFINS will be withdraw in a percentage of 60-70%. The current value of COFINS deposit is R\$ 3.868.351,68 (December, 2008).

N009539.00

Fiscal Administrative Process: nº 10980.007685/00-83

Court: Federal Revenue Office in Curitiba.

Plaintiff: Federal Revenue Office.

Defendant: Amoco do Brasil Ltda / Propex do Brasil Ltda.

Value: R\$ 136.000,76 (November, 2000).

Current Value: R\$ 310.380,93 (December, 2008).

Subject: Tax assessment transcript because of an invalid income reduction, related to the exclusion of non computed values of the net profits in the period (IRPJ – income tax).

Status: On March 20, 2006, a new assets inventory was presented and remitted to the Public's Finance taxpayers Council. On May 29, 2006 the process was distributed to the 8th Court. Awaiting judgment.

Loss: Probable (70% to 100%).

Strategy: To wait for an administrative decision

Agreement possibility: None.

The financial risk for Propex in this case is expressed through the amounts above mentioned.



N013879.00

Writ of Mandamus: 2008.70.00.012655-0

Court: 4th Federal Court Division of Curitiba.

Plaintiff: Propex do Brasil Ltda.

Defendant: Delegate of the Federal Revenue in Curitiba.

Value: R\$ 697.248,05. (The Value is fully deposited in Court.) If the company wins, the value it will gain is R\$ 697.248,05 plus correction. The current amount deposited at the judicial banking account is R\$ 697.248,05 (January, 2009).

Subject: Unconstitutionality of the PIS and COFINS collections over the ICMS from the sale of goods.

Status: Waiting for the Court's decision.

Loss: Possible (41% to 70%).

Strategy: To wait for a judicial decision.

Agreement possibility: None.

The financial risk for Propex in this case is to lose the amount that is already deposited in the judicial banking account, above mentioned.

N014508.00

Fiscal Administrative Process: 10980.902173/2006-25

Court: Federal Revenue Office in Ribeirão Preto.

Plaintiff: Propex do Brasil Ltda.

Defendant: Federal Revenue Office.

Value: R\$ 988.942,00 (November, 2008).

Current Value: R\$ 999.029,21 (December, 2008).

Subject: Request to be reimbursed and compensated for the IPI credits from the 3rd quarter of 2003, with the tax and federal contributions.

Status: The Court partially granted our request. We filed another request for the Court to totally grant this administrative process. Awaiting judgment.

Loss: Possible (41% a 70%).

Strategy: To wait for an administrative decision.



Agreement possibility: None.

The financial risk to Propex in this case is exactly the updated amount above mentioned.

N010612.00

Fiscal Notification Declaration: 672655110

Court: Federal Revenue Office in Curitiba.

Plaintiff: Federal Revenue Office.

Defendant: Propex do Brasil Ltda.

Value: R\$ 461.792,40 (March, 2007).

Current Value: R\$ 559.092,06 (December, 2008).

Subject: Reimbursement of the negative balance regarding the Social Contribution over the net profits (CSLL) of 2005 and compensation of this credit with federal tax.

Status: Propex was notified to present an elucidation about the subject, and responded the notification on March 29, 2007.

Loss: Remote (0% a 40%).

Strategy: To wait for an administrative decision.

Agreement possibility: None.

In the meantime, considering the timing of this Notification, there is no financial risk to Propex. However, after the administrative decision by the Federal Revenue Office, the Fiscal Notification Declaration could turn into a Fiscal Administrative Process, where the financial risk will be in the same value as the above mentioned.

N010613.00

Fiscal Notification Declaration: 672655123

Court: Federal Revenue Office in Curitiba.

Plaintiff: Federal Revenue Office.

Defendant: Propex do Brasil Ltda.

Value: R\$ 1.297.871,15 (March, 2007).

Current Value: R\$ 1.571.332,60 (December, 2008).

Subject: Reimbursement of negative balance regarding the Legal Entity Income Tax (IRPJ) of 2005.



Status: Propex was notified to present an elucidation about the subject, and responded the notification on March 29, 2007.

Loss: Remote (0% a 40%).

Strategy: To wait for an administrative decision.

Agreement possibility: None.

In the meantime, considering the timing of this Notification, there is no financial risk to Propex. However, after the administrative decision by the Federal Revenue Office, the Fiscal Notification Declaration could turn into a Fiscal Administrative Process, where the financial risk will be in the same value as the above mentioned.

B - CASES WHOSE VALUES AND EFFECTS ARE UNDER US\$ 125,000.00

N009484.00

Fiscal Administrative Process: 025.853-14.00/03-9

Court: Revenue Secretary of Rio Grande do Sul State.

Plaintiff: Secretary of the State Revenue of Rio Grande do Sul.

Defendant: Propex do Brasil Ltda.

Value: R\$ 1.331,87 (January, 2003).

Current Value: R\$ 2.699,34 (December, 2008).

Subject: Tax assessment filed due to probable incorrectness on the determination of the premises that were to receive the goods, and, therefore, the ICMS tax would not have been paid sufficiently.

Status: A reply was presented on July 15, 2003. Judgment supporting the collection of the ICMS tax was announced on June 26, 2007. An appeal was filed on August 1st, 2007. The Administrative Appellate Court did not accept our appeal, so we filed a reconsideration request on January 22, 2008. Awaiting judgment.

Loss: Remote (0% a 40%).

Strategy: To wait for a decision.

Agreement possibility: None

The financial risk for Propex in this case is in the exact amount above mentioned.



N009517.00

Judicial Execution: 2002.70.00.052605-7

Court: 3rd Federal Court Division of Curitiba.

Plaintiff: Propex do Brasil Ltda.

Defendant: Federal Government.

Value: R\$ 11.578,02 (July, 2002).

Current Value: R\$ 23.134,04 (December, 2008).

Subject: Reimbursement of Fuel Compulsory Loan.

Status: Lawsuit filed on August 12, 2002. On May 20, 2004, when the lawsuit was just about to be decided, the judge determined its suspension because of the proceeding of the Action for Rescission filed by the Federal Government at the Supreme Federal Court (STF).

Observation: If the Action for Rescission is granted, the company cannot receive the value of the Compulsory Loan anymore, at least not through this lawsuit.

Loss: Probable (71% to 100%).

Strategy: To wait for a judicial decision.

Agreement possibility: None.

There is no financial risk for Propex in this case. There can be a benefit if Propex prevails.

N009539.01

Fiscal Administrative Process: 10980.007684/00-11

Court: Federal Revenue Office in Curitiba.

Plaintiff: Federal Revenue Office.

Defendant: Amoco do Brasil Ltda / Propex do Brasil Ltda.

Value: R\$ 12.964,55 (October, 2000).

Current Value: R\$ 29.587,69 (December, 2008).

Subject: Tax assessment transcript because of an undue reduction of the net profits, resulting on the non payment of the CSLL (profits' federal contribution).



Status: On November 20, 2000, the response was filed. The lawsuit proceedings were sent to the Federal Public Finances Attorney General Office for judicial collection, however the company has not informed us of any judgment information yet. Mr. Higino requested for this case to continue suspended, while he verifies if the company that acquired Amoco will pay this debt.

Loss: Probable (71% to 100%).

Strategy: To wait for a decision.

Agreement possibility: None.

The financial risk for Propex in this case is expressed through the amounts above mentioned.

N008720.00

Ordinary Lawsuit: 23.974/2003

Court: 3rd Division of Tax Court of Curitiba.

Plaintiff: Amoco do Brasil Ltda / Propex do Brasil Ltda.

Defendant: Paraná State Revenue.

Subject: Ordinary lawsuit with declaration intentions in the applicability of the spontaneous denunciation institute, related to the formal bills of sale's loss.

Value: R\$ 30.032,00 (March, 2003). This is the value of the fine that has already been paid. Therefore, there is no financial risk anymore. If Propex prevails, it will be possible to recover the amount.

Current Value: R\$ 57.087,83 (December, 2008).

Status: Suit filed on January, 17, 2003. Awaiting judgment.

Loss: Possible (41% to 70%).

Strategy: To wait for a judicial decision.

Agreement possibility: None.

There is no financial risk for Propex in this case. If it wins, it might recover the amount that has already been paid.



N009596.00

Fiscal Administrative Process: 19679.019209/2003-53

Court: Delegate of the Federal Revenue in São Paulo.

Plaintiff: São Paulo Federal Revenue.

Defendant: Amoco do Brasil Ltda / Propex do Brasil Ltda.

Value: R\$ 80.339,79 (June, 2003).

Current Value: R\$ 145.238,27 (December, 2008).

Subject: Non payment of IRRF (income tax) – second, third and fourth quarters of 1998.

Status: A response was presented on September 05, 2003, in order to prove that the values had already been paid and the receipts were attached. Awaiting judgment.

Loss: Remote (0% a 40%).

Strategy: To wait for a decision.

Agreement possibility: None.

The financial risk in this case is very low, expressed through the updated amount above mentioned.

N009760.00

Fiscal Administrative Process: 23034.042361/2006-35

Court: Brasília.

Plaintiff: National Funds for Education Development – FNDE.

Defendant: Amoco do Brasil Ltda / Propex do Brasil Ltda.

Value: R\$ 17.817,70 (December, 2006).

Current Value: R\$ 22.106,42 (December, 2008).

Subject: Charge of supposed undue deductions of a federal contribution called "education-wage".

Status: A response was filed on December 22, 2006. Awaiting judgment.

Loss: Possible (41% to 70%).

Strategy: To wait for a decision.

Agreement possibility: None.



The financial risk in this case is very low, expressed through the updated amount above mentioned.

N011717.00

Fiscal Administrative Process: 6.499.318-6

Court: Delegate of the Federal Revenue in Curitiba.

Plaintiff: State of Paraná.

Defendant: Propex do Brasil Ltda.

Value: R\$ 52.428,36 (July, 2007).

Current Value: R\$ 61.456,52 (December, 2008).

Subject: ICMS Collection and fine regarding the transportation of goods without proper registration.

Status: A response was filed on August 22, 2007. Awaiting judgment.

Loss: Possible (41% to 70%).

Strategy: To wait for a decision.

Agreement possibility: None.

The financial risk for Propex in this case is expressed through the amounts above mentioned.

N013851.00

Fiscal Execution: 001/1.07.0139531-5

Court: 6th Division of Tax Court of Porto Alegre.

Plaintiff: Public Finances Office from State of Rio Grande do Sul.

Defendant: Locadora e Transportadora Futura Ltda.

Value: R\$ 50.239,55 (May, 2008).

Current Value: The above mentioned value will not be corrected since it was deposited in a judicial banking account linked to this lawsuit and at the Court's disposal.

Subject: ICMS collection over the value of the bill of sale n° 3063, due to a supposed information error in this bill (wrong goods' destination address).

Status: This fiscal execution is suspended while the stay of execution n° 001/1.08.0170892-7, below, is judged.



Observation: Considering the commercial relationship between the carrier (defendant) and Propex, and considering that Propex was who supposedly issued the bill of sale with the wrong information, Propex assumed the responsibility over the carrier's debt payment.

Loss: Possible (41% to 70%).

Strategy: To wait for a judicial decision.

Agreement possibility: None.

The financial risk for Propex in this case is to lose the amount that is already deposited in the judicial banking account, above mentioned.

N013851.01

Stay of Execution: 001/1.08.0170892-7

Court: 6th Division of Tax Court of Porto Alegre.

Plaintiff: Locadora e Transportadora Futura Ltda.

Defendant: Public Finances Office from State of Rio Grande do Sul.

Value: None.

Subject: Response to the Fiscal Execution n° 001/1.07.0139531-5, above.

Status: Awaiting the Court's decision.

Loss: Possible (41% to 70%).

Strategy: To wait for a judicial decision.

Agreement possibility: None.

The financial risk for Propex in this case is to lose the amount that is already deposited in the judicial banking account, above mentioned.

C – CASES WHOSE VALUES ARE UNDEFINED

N008712.00

Writ of Mandamus: 2000.70.00.019218-3

Court: 7th Federal Court Division of Curitiba.

Petitioner: Amoco do Brasil Ltda / Propex do Brasil Ltda.

Requested: Delegate of the Federal Revenue in Curitiba.

Rua Lourenço Pinto, 500 - CEP 80010-160 - Curitiba - PR - Brasil
Tel.: (55) (41) 3310-6000 - Fax: (55) (41) 3310-6068
e-mail: casillo@casilloadvogados.com.br
www.casilloadvogados.com.br



Subject: Credits rights over the manufacture's taxation of the raw material, intermediate products, and package supplies of the final products, which are subject to a zero rate, as well as the rights to compensate the accumulated credits from the past 10 years.

Value: Needs to be checked on the company's accounting records.

Status: Awaiting judgment at the Supreme Court.

Loss: Probable (71% to 100%).

Strategy: To wait for a judicial decision.

Agreement possibility: None.

There is no financial risk for Propex in this case. There can be a benefit if Propex prevails.

N008714.00

Writ of Mandamus: 2000.70.00.021384-8

Court: 2nd Federal Court Division of Curitiba.

Petitioner: Amoco do Brasil Ltda. / Propex do Brasil Ltda.

Defendant: Delegate of the Federal Revenue in Curitiba.

Value: Undefined.

Subject: Seeking for a judicial order prohibiting the tax authority to require the presentation of company documents from 1994. All these documents are no longer liable.

Status: Awaiting judgment at the Superior Court of Justice.

Loss: Remote (0% a 40%).

Strategy: To wait for a judicial decision.

Agreement possibility: None.

There is no financial risk for Propex in this case.

N014084.00

Writ of Mandamus: 2008.70.00.015535-5

Court: 8th Federal Court Division of Curitiba.

Petitioner: Propex do Brasil Ltda.

Defendant: Delegate of the Federal Revenue in Curitiba.



Value: Undefined.

Subject: Unconstitutionality of the CSLL collection over the export income.

Status: The Court totally denied this lawsuit. Awaiting to present an appeal.

Loss: Possible (41% a 70%).

Strategy: To wait for a final decision.

Agreement possibility: None.

There is no financial risk for Propex in this case.

Should you need any further information, we remain available.

Best Regards,


Patricia Casillo
Taxation Department


Priscila Melo
Taxation Department