

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

In re

FINTUBE, LLC,

Debtor.

Case No.: 17-11274

Chapter 11

**AMENDMENT TO
DEBTOR'S EMERGENCY MOTION FOR INTERIM AND FINAL ORDERS
AUTHORIZING DEBTOR IN POSSESSION TO (I) OBTAIN POST-PETITION
FINANCING PURSUANT TO SECTION 364 OF THE BANKRUPTCY CODE,
(II) GRANT LIENS, SECURITY INTERESTS AND SUPERPRIORITY CLAIMS,
(III) USE CASH COLLATERAL PURSUANT TO SECTIONS 105, 361, 362, 363, 503
AND 507 OF THE BANKRUPTCY CODE, (IV) PROVIDE ADEQUATE PROTECTION
AND (V) SCHEDULE FINAL HEARING AND NOTICE OF FINAL HEARING**

CONCISE STATEMENT OF RELIEF REQUESTED

Generally, this Motion requests the following relief:

- (i) Authorizing use of Cash Collateral (defined in ¶ 11, below), in which BOKF, NA d/b/a Bank of Oklahoma ("BOK") has an interest;
- (ii) Conditioning the use of Cash Collateral;
- (iii) Providing BOK with replacement liens, superpriority administrative claims and other adequate protection for Debtor's use of Cash Collateral including modifying the automatic stay;
- (iv) Authorizing the Debtor to obtain postpetition financing from BOK in an amount up to \$800,000;
- (v) Providing BOK liens in substantially all of the Debtor's prepetition and postpetition assets to secure the postpetition financing;
- (vi) Providing BOK a priority administrative claim to provide additional security for postpetition financing; and
- (vii) Providing other covenants and restrictions to protect the interests of BOK in the postpetition lending, including modification of the automatic stay.

The relief requested in the Motion and other provisions include the following:

Use of Cash Collateral

- A. Debtor requests an Order permitting the use of Cash Collateral. The only party known to claim a lien or other interest in the Cash Collateral is BOK.
- B. The purpose for the use of Cash Collateral is to provide the Debtor with working capital for use in ordinary business operations and administrative payments authorized by the Court. (Credit Agreement¹, ¶ 2.02, p. 15; Order², ¶ G, p. 5; Cash Collateral to be used pursuant to a budget, Order, ¶ 17, p. 16).
- C. All cash collections of the Debtor are to be deposited in accounts with BOK. (Order, ¶ 16, p. 16, sub-paragraph (e)).
- D. Adequate protection granted to BOK for use of Cash Collateral includes a replacement lien on all, or substantially all, of the property of the Debtor (Order, ¶8, p. 10).

Debtor-in-Possession Financing

- E. BOK will provide Postpetition financing to Debtor on a revolving basis up to \$800,000. (Credit Agreement, ¶ 2.01, p. 15; Order, ¶ 3, p. 7).
- F. Interest on the outstanding balance of the Postpetition financing will be at BOK Prime plus 1%. (Credit Agreement, ¶ 2.07, p. 16, sub-paragraph (c)).
- G. Term of the Postpetition financing loan will be to September 30, 2017 if no sale procedures for this sale Debtor or substantially all of the Debtor's assets are established; November 30, 2017 if an Order approving a sale is not obtained, or to December 31, 2017 if no sale is closed. (Order, ¶ 6, pp. 6-7).
- H. BOK can collect reasonable attorneys' fees, other professional fees, costs and expenses incurred in connection with the Postpetition financing. (Order, ¶ 5, p. 8; Credit Agreement, ¶ 9.01, p. 39).

Security for Financing and Use of Cash Collateral

- I. To secure the use of Cash Collateral and the Postpetition financing, BOK will be entitled to liens on all property of the Estate to the extent of the financing or diminution in value of its collateral. (Order, ¶ 7, p. 9; Credit Agreement, ¶ 2.12, pp. 17-18).

¹ A draft of the proposed Post Petition Credit Agreement ("Credit Agreement") is attached hereto as Exhibit "A."

² The *Interim Order Authorizing Debtor in Possession to (I) Obtain Post-Petition Financing Pursuant to Section 364 of the Bankruptcy Code, (II) Granting Liens, Security Interests and SuperPriority Claims, (III) Use Cash Collateral Pursuant to Sections 105, 361, 362, 363, 503 and 507 of the Bankruptcy Code, (IV) Provide Adequate Protection and (V) Schedule Final Hearing*, entered July 3, 2017 (Doc. No. 25) is attached hereto as Exhibit "B." ("Order") Debtor will request that the Order approving this Motion be substantially in the form and content of Exhibit "B."

- J. To further secure the financing and use of Cash Collateral, BOK will be granted a priority administrative expense claim pursuant to § 507(a)(2). (Order, ¶ 9, p. 11).
- K. BOK is also furnished a priority lien under § 364(c) (Order, ¶ 7(a) and (b), p. 10) and is granted replacement liens (Order, ¶ 8, p. 10), as adequate protection for Debtor's use of BOK's pre-Petition Collateral.
- L. BOK will also be granted a superpriority administrative claim, pursuant to § 364(c)(1), to secure Debtor's use of Cash Collateral and the Postpetition financing. (Order, ¶ 10, p. 11).
- M. All liens granted to secure BOK will be deemed perfected without filing. (Order, ¶ 12, p. 11).

Events of Default and Remedies

- N. Events of default under the Postpetition Credit Agreement include non-payment, violation of covenants in the Credit Agreement, material misrepresentation of representations and warranties contained in the Credit Agreement, entry of judgments and the occurrence of a Termination Event. (Credit Agreement, ¶ 8.01, pp. 37-39) A Termination Event includes the final date for payment, the effective date of any confirmed Plan of Reorganization, consummation of a sale of substantially all of the Debtor's assets, the occurrence of a material breach by the Debtor, dismissal or conversion of the Chapter 7 case, the appointment of a Trustee or examiner with enlarged powers, if the Order approving the financing is stayed, reversed, vacated, amended or otherwise modified in any material respect, the Court enters an Order granting a party released from the automatic stay adversely affecting BOK or the BOK Collateral, September 30, 2017 if the Court has not entered an Order establishing sale procedures, November 30, 2017 if the Court has not entered an Order approving a sale of the Debtor or substantially of all the Debtor's assets, or December 31, 2017. (Order, ¶ 6, pp. 8-9).
- O. In the event of default, BOK is entitled to exercise all of its rights to foreclose and other legal remedies. (Loan Agreement, ¶ 8.02, p. 38).
- P. The automatic stay, 11 U.S.C. § 362, is modified to allow enforcement of BOK's rights in the event of default. (Order, ¶ 4(b), p. 7 and ¶ 14(a), p. 13), subject to procedures in the event of a Termination Event. (Order, ¶ 14(b), p. 14).
- Q. BOK has a right to terminate the use of Cash Collateral or the financing in the event of default. (Credit Agreement, ¶ 8.01, p. 37 and ¶ 8.02, p. 38).

Waivers

- R. Debtor must assert any claims or defenses to BOK pre-petition Loan Documents (Schedule 1 to Order) prior to the entry of a Final Order approving the Postpetition financing and use of Cash Collateral. (Order, ¶ 22, pp. 19-20)

- S. Debtor waives the automatic stay to allow implementation and enforcement of the Credit Agreement. (Order, ¶ 4(b), p. 7 and ¶ 14, p. 13)

Payments Under Pre-Petition Loan Documents

- T. Debtor is authorized to perform all obligations under the Pre-Petition BOK Loan Documents, including payment of regular, non-default loan payments. (Order, ¶ 2(i), p. 6). Such payments will constitute adequate protection payments for use of BOK's Pre-Petition Collateral.

The foregoing summarizes pertinent provisions governing Debtor's request for use of Cash Collateral and the proposed Postpetition financing. The proposed Post-Petition Credit Agreement is attached hereto as Exhibit "A."

PURPOSE OF THIS AMENDMENT TO MOTION

This Amendment to Debtor's Emergency Motion for Interim and Final Orders Authorizing Debtor in Possession to (I) Obtain Post-Petition Financing Pursuant to Section 364 of the Bankruptcy Code, (II) Grant Liens, Security Interests and Superpriority Claims, (III) Use of Cash Collateral Pursuant to Sections 105, 361, 362, 363, 503 and 507 of the Bankruptcy Code, (IV) Provide Adequate Protection and (V) Schedule Final Hearing and Notice of Final Hearing, ("Motion") is for the purpose of providing a more detailed, concise statement of the relief requested in the *Debtor's Emergency Motion for Interim and Final Orders Authorizing Debtor in Possession to (I) Obtain Post-Petition Financing Pursuant to Section 364 of the Bankruptcy Code (II) Grant Liens, Security Interests and Superpriority Claims, (III) Use Clash Collateral Pursuant to Sections 105, 361, 362, 363, 503 and 507 of the Bankruptcy Code, (IV) Provide Adequate Protection and (V) Schedule a Final Hearing*, filed June 27, 2017 (Doc. No. 4 ("Original Motion")) set forth above and to reflect the entry of an Interim Order granting interim relief and scheduling a final hearing.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157(b)(2)(A), (D), (G) and (M) and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief sought hereby are Sections 105(a), 361, 362(d), 363(c) 364(c) and (d) and 507 of title 11, United States Code (“Bankruptcy Code”), and Rules 4001 and 6003 of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”).

PRELIMINARY STATEMENT

Fintube, LLC

3. Debtor, Fintube, LLC (“Fintube”), is a Delaware limited liability company engaged in the business of engineering and manufacturing welded, extended surface tubing and designing and fabricating heat recovery systems for a worldwide market. Fintube has been in business for over fifty years. Its primary facilities are located in Tulsa, Oklahoma.

Case Status

4. This case was commenced by the filing of a Voluntary Petition on June 27, 2017 (Doc. No. 1). Debtor continues to operate its business as debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. The United States Trustee has appointed an Official Committee of Unsecured Creditors in this case. No request has been made for the appointment of a trustee or examiner.

Status of Motion

5. Pursuant to the Original Motion and the request therein for an expedited hearing on shortened notice, the Court, after a hearing on shortened and limited notice, entered the Interim Order granting interim relief, Exhibit “B” hereto.

BOK Debt

6. BOK and the Debtor are parties to the loan documents described on Schedule 1 to the Order, Exhibit "B," (collectively, the "Prepetition BOK Loan Documents").

7. BOK asserts that pursuant to the Prepetition BOK Loan Documents, including without limitation, all Obligations of the Debtor to BOK of any kind or nature under the Prepetition BOK Loan Documents (the "Outstanding Obligations") are secured by a first priority, properly perfected blanket security interest (the "Prepetition Liens") in substantially all of the Debtor's assets as of the Petition Date, including without limitation, the real property constituting the Debtor's primary facilities located at 555 W. 41st Street, Tulsa, Oklahoma; all inventory, chattel paper, accounts, equipment, and general intangibles; all bank and depository accounts at BOK and all funds on deposit therein; all proceeds, products, accounts, and other rights arising of the of a sale, lease, consignment or other disposition of any of the foregoing property; and all records and data related to any of the forgoing property (the "Prepetition Collateral");

8. BOK asserts that the Debtor is truly and justly indebted to BOK as under the Prepetition BOK Loan Documents, and that as of the Petition Date, such liability to BOK was at least \$4,095,109 (the "Prepetition Indebtedness");

9. BOK asserts that by reason of the Prepetition BOK Loan Documents, (i) the Prepetition Indebtedness is secured by valid, properly perfected and enforceable liens and security interests granted by the Debtor to BOK upon and in the Prepetition Collateral; (ii) the liens held by BOK securing the Prepetition Indebtedness are senior to all other security interests in the Prepetition Collateral; and (iii) the claims, liens and security interests held by BOK may not be avoided or set aside;

10. For the purposes of interim consideration of this Motion only, with full reservation of rights to subsequently contest the same, Debtor does not contest BOK's assertions as set forth in the preceding sub-paragraphs.

Use of Cash Collateral

11. Presently, and during the pendency of this case, a part of the prepetition Collateral is, and will constitute "Cash Collateral," as defined in Section 363(a) of the Bankruptcy Code (the "Cash Collateral").

12. In order to protect the interests of the Debtor and its creditors, and to preserve the value of the Collateral and the Debtor's business for the benefit of all constituencies in this case, it is necessary that Debtor continue its operations without interruption. Use of Cash Collateral is essential for Debtor to continue and to operate its business in order preserve and enhance the value of its assets as it moves forward with this chapter 11 case.

13. Debtor seeks authority to use the Cash Collateral for working capital and ordinary course business. BOK as the holder of the first priority lien in and to the Collateral, including Cash Collateral, has consented to Debtor's use of Cash Collateral on the terms set forth herein and in the Order³, Exhibit "B."

14. Without use of Cash Collateral, Debtor and its bankruptcy estate, as well as its creditors, customers and other constituent parties in interest, will suffer immediate and irreparable harm.

15. Accordingly, Debtor submits that its continued use of Cash Collateral should be approved.

³ The Order is the Interim Order entered by the Court on July 3, 2017. It is substantially in the form Debtor will propose for the Final Order approving the use of Cash Collateral and the Postpetition financing.

Postpetition Financing

16. Given the Debtor's current financial condition, the Debtor is unable to operate by using only Cash Collateral. Moreover, the Debtor is unable to obtain unsecured credit allowable under Bankruptcy Code § 503(b)(1) as an administrative expense. Financing on a postpetition basis is not available without the Debtor granting, pursuant to Bankruptcy Code § 364(c)(1), claims having priority over any and all administrative expenses of the kinds specified in §§ 503(b) and 507(b) of the Bankruptcy Code, and securing such indebtedness with security interests and liens upon BOK's Prepetition Collateral.

17. By virtue of the fact that BOK is secured by all, or substantially all, of the assets of the Estate, Debtor will not be able to obtain postpetition financing from another source without granting liens and mortgages as security therefor which would prime the interests of BOK, to which BOK does not consent. BOK is agreeable to furnish the Debtor with postpetition financing to the Debtor on the terms and conditions and with the protections of its interests as provided in the Order, Exhibit "B."

BASIS FOR RELIEF

Use of Cash Collateral with Adequate Protection Is Authorized

18. Section 363(c)(2) of the Bankruptcy Code restricts a debtor's use of a secured creditor's Cash Collateral. Specifically, that provision provides, in pertinent part, as follows:

The trustee may not use, sell, or lease Cash Collateral . . . unless—

(A) each entity that has an interest in such Cash Collateral consents;
or

(B) the court, after notice and a hearing, authorizes such use, sale,

or lease in accordance with the provisions of this section [363]. 11 U.S.C. § 363(c)(2).

19. Further, Section 363(e) of the Bankruptcy Code provides that “on request of an entity that has an interest in property . . . proposed to be used, sold or leased, by the trustee, the court, with or without hearing, shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest.” *Id.* § 363(e).

20. Debtor satisfies the requirements of subsections (c)(2) and (e) of Section 363 of the Bankruptcy Code and should be authorized to use Cash Collateral. Subject to provision of adequate protection as described herein and in Exhibits “A” and “B.” BOK has consented to the use of the Cash Collateral. Accordingly, the Court should authorize Debtor to use Cash Collateral under Section 363(c)(2) of the Bankruptcy Code and provide BOK adequate protection for the use thereof as described in Exhibits “A” and “B.”

The Debtor is Authorized to Obtain Credit

21. Sections 364(b) and (c) and (d) authorize the Debtor to obtain credit and provide adequate protection, administrative expense priorities and modification of the automatic stay if the Debtor is unable to obtain unsecured credit.

22. Here, Debtor is unable to obtain unsecured credit on any basis and the obtaining of additional financing, in addition to the Debtor’s use of Cash Collateral, is essential to the continued operation of the Debtor and preservation of the value of the Estate for the benefit of the parties in interest.

**Interim Approval for Use of Cash Collateral and
Postpetition Financing Previously Obtained**

23. By virtue of the entry of the Order granting interim relief (Exhibit “B” hereto), paragraphs 17-21 of the original Motion stating grounds for granting interim relief have been rendered moot.

REQUEST FOR WAIVER OF STAY

24. Debtor further seeks a waiver of any stay of the effectiveness of the Order on this Motion. Pursuant to Bankruptcy Rule 6004(h), "An order authorizing the use, sale, or lease of property other than Cash Collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." As set forth above, the use of Cash Collateral is essential to prevent irreparable damage to Debtor's operations, value and ability to reorganize. Accordingly, Debtor submits that ample cause exists to justify a waiver of the fourteen-day stay imposed by Bankruptcy Rule 6004(h), to the extent it applies.

NOTICE OF FINAL HEARING AND DEADLINE TO FILE OBJECTIONS

25. **A Final Hearing on this Motion is set for July 20, 2017 at 9:15 a.m. in the United States Bankruptcy Court, 224 S. Boulder Avenue, Tulsa, OK 74103. Any party in interest objecting to the relief sought at the Final Hearing shall filed written objections before 5:00 p.m. (Central Time) on July 17, 2017.**

REQUEST FOR RELIEF

Upon the foregoing, Debtor requests the Court enter a Final Order approving Debtor's use of Cash Collateral and approving the postpetition financing and providing adequate protection on the liens, priorities and other protections of BOK's interest in the Cash Collateral and respecting the postpetition financing on substantially the terms set forth in the Order, Exhibit "B" hereto and the proposed Post Petition Credit Agreement, Exhibit "A" hereto.

Debtor also requests the Court waive the stay provided by Bankruptcy Rule 6004(h) and grant such further relief to which Debtor may be entitled.

DOERNER, SAUNDERS, DANIEL &
ANDERSON, L.L.P.

By: /s/ Sam G. Bratton II

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CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of July, 2017, I electronically transmitted the foregoing document to the Clerk of the Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to the ECF Registrants in the above case. A separate certificate as to other service will be filed.

/s/ Sam G. Bratton II

Sam G. Bratton II

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POST PETITION CREDIT AGREEMENT

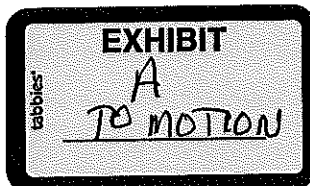
between

FINTUBE, LLC,
Debtor in Possession
as Borrower

and

BOKF, NA dba BANK OF OKLAHOMA,
as Lender

July __, 2017



POST PETITION CREDIT AGREEMENT

This POST PETITION CREDIT AGREEMENT is made and entered into on June 30, 2017, between FINTUBE, LLC, a Delaware limited liability company (the "Borrower"), as Debtor in Possession in the Bankruptcy Proceedings (as defined below), and BOKF, NA dba BANK OF OKLAHOMA (the "Lender").

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

"Acceptable Security Interest" in any Property of the Borrower means a Lien which (a) exists in favor of the Lender; (b) is valid; (c) has been duly perfected and is enforceable against the Borrower and the Property covered thereby in preference to any rights of any Person therein, other than Excepted Liens; (d) is superior to all other Liens except Excepted Liens; and (e) secures the Obligations.

"Account" means any account, account receivable, payment intangible or other right to the payment of money.

"Acquisition" means any transaction, or any series of related transactions, consummated on or after the Closing Date, by which the Borrower or its Subsidiary (a) acquires all or substantially all of any going business or all or substantially all of the assets of any firm, corporation, partnership or limited liability company, or division thereof, whether through purchase of assets, merger or otherwise or (b) directly or indirectly acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the Equity Interests of a corporation which have ordinary voting power for the election of directors (other than Equity Interests having such power only by reason of the happening of a contingency) or a majority (by percentage or voting power) of the outstanding Equity Interests of a partnership or limited liability company.

"Affiliate" means, with respect to any Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agreement" means this Credit Agreement, as it may be amended, modified, supplemented or restated from time to time.

"Bankruptcy Code" means the Bankruptcy Code of the United States. "Bankruptcy Court" means the United States Bankruptcy Court for the Northern District of Oklahoma. "Bankruptcy Proceedings" mean the proceedings under the Bankruptcy Code In re Fintube, LLC

in the Bankruptcy Court, Case No. 17-11274. "Bankruptcy Court Order" means any order issued by the Bankruptcy in the Bankruptcy Proceedings.

"BOKF Prime Rate" means that rate of interest regularly established by the Lender and designated as its Prime Rate, as set in its sole discretion.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of Oklahoma.

"Capital Expenditure" means any expenditure for any purchase or acquisition of any asset which would be classified as a fixed asset or capital asset on a consolidated balance sheet of the Borrower and its Subsidiary prepared in accordance with GAAP. The term "Capital Expenditure" includes the purchase price for the acquisition of stock or other equity interests of another Person as a method of acquiring any fixed assets or improvements, but does not include (i) any payments made for repairs or maintenance to the extent such payments are expensed, or (ii) expenditures made with proceeds of any Involuntary Disposition to the extent such expenditures are used to purchase property that is the same as or similar to the property subject to such Involuntary Disposition. For the avoidance of doubt, "Capital Expenditure" shall not include any fees, costs and expenses incurred in connection with this Agreement or any amendment to the Existing Credit Agreement or the transactions contemplated hereby or thereby.

"Cash Distribution" means a Distribution paid by the Borrower (or by its Subsidiary) in cash.

"Cash Equivalents" means, as at any date, (a) securities issued or directly and fully guaranteed or insured by the United States or any agency or instrumentality thereof (provided that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than twelve months from the date of acquisition, (b) Dollar denominated deposit accounts (including money market deposit accounts) maintained with the Lender, (c) Dollar denominated time deposits and certificates of deposit of (i) the Lender, (ii) any domestic commercial bank of recognized standing having capital and surplus in excess of \$500,000,000 or (iii) any bank whose short-term commercial paper rating from S&P is at least A-1 or the equivalent thereof or from Moody's is at least P-1 or the equivalent thereof (any such bank being an "Approved Bank"), in each case with maturities of not more than 270 days from the date of acquisition, (d) commercial paper and variable or fixed rate notes issued by any Approved Bank (or by the parent company thereof) or any variable rate notes issued by, or guaranteed by, any domestic corporation rated A-1 (or the equivalent thereof) or better by S&P or P-1 (or the equivalent thereof) or better by Moody's and maturing within six months of the date of acquisition, (e) repurchase agreements entered into by any Person with a bank or trust company (including the Lender) or recognized securities dealer having capital and surplus in excess of \$500,000,000 for direct obligations issued by or fully guaranteed by the United States in which such Person shall have a perfected first priority security interest (subject to no other Liens) and having, on the date of purchase thereof, a fair market value of at least 100% of the amount of the repurchase obligations, and (f) Investments, classified in accordance with GAAP as current assets, in money market investment programs registered under the Investment Company Act of 1940 which are administered by reputable financial institutions having capital of at least

\$500,000,000 and the portfolios of which are limited to Investments of the character described in the foregoing clauses (a) through (e).

“Cash Management Account” means the operating account maintained by the Borrower with the Lender (together with any additional or successor deposit accounts maintained by the Borrower with the Lender) to facilitate the treasury management services provided by the Lender and into which the proceeds of Revolving Loans will be deposited.

“Closing Date” means July __, 2017, or such other such date as the parties shall mutually agree, *provided* that all of the conditions precedent set forth in Section 7.01 have been satisfied.

“Collateral” means, collectively, (i) the Mortgaged Property, (ii) the Personal Property Collateral, and (iii) any other Property in which the Lender is at any time granted a Lien as security for the Obligations.

“Collateral Documents” means (i) the Mortgage, (ii) the Security Agreement, and (iii) any other security documents as may be executed and delivered by the Borrower pursuant to the terms of Sections 2.12 or 4.14.

“Contractual Obligation” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto. Without limiting the generality of the foregoing, a Person shall be deemed to be Controlled by another Person if such other Person possesses, directly or indirectly, power to vote 10% or more of the securities having ordinary voting power for the election of directors, managing general partners or the equivalent.

“Credit Extension” means the funding of any Revolving Loan.

“Debtor Relief Laws” means the Bankruptcy Code, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Default” means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

“Default Rate” means an interest rate equal to the BOKF Prime Rate, plus 4.00% per annum.

“Disposition” or “Dispose” means the sale, transfer, license, lease or other disposition (including any Sale and Leaseback Transaction) of any property by the Borrower or its Subsidiary (including the Equity Interests of its Subsidiary), including any sale, assignment,

transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith, but excluding any Involuntary Disposition.

“Distribution” means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interests of the Borrower or its Subsidiary, payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interests or on account of any return of capital to stockholders, partners or members (or the equivalent Person thereof), or any setting apart of funds or property for any of the foregoing.

“Dollar” and “\$” mean lawful money of the United States.

“Environmental Laws” means any and all Federal, state, local, foreign and other applicable statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to hazardous substances or wastes, air emissions and discharges to waste or public systems.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Borrower or any of its Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment, or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Equity Interests” means, with respect to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

“Equity Issuance” means any issuance by the Borrower or its Subsidiary to any Person of its Equity Interests, other than (a) any issuance of its Equity Interests pursuant to the exercise of options or warrants, (b) any issuance of its Equity Interests pursuant to the conversion of any debt securities to equity or the conversion of any class of equity securities to any other class of equity securities, or (c) any issuance of options or warrants relating to its Equity Interests, including any issuance under any executive incentive compensation plan.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Internal Revenue Code (and Sections 414(m) and (o) of the Internal Revenue Code for purposes of provisions relating to Section 412 of the Internal Revenue Code).

“ERISA Event” means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by the Borrower or any ERISA Affiliate from a Multiemployer Plan which results or is reasonably likely to result in any material withdrawal liability to the Borrower or such ERISA Affiliate or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Sections 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multiemployer Plan; (e) an event or condition which might reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multiemployer Plan; or (f) the imposition of any material liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any ERISA Affiliate.

“Event of Default” has the meaning specified in Section 8.01.

“Excepted Liens” means the following Liens against Properties of the Borrower or its Subsidiary: (i) deposits to secure payment of worker's compensation, unemployment insurance and other similar benefits; (ii) Liens for property taxes not yet due or the validity or amount of which are being contested in good faith by appropriate proceedings and against which adequate reserves have been established in conformity with GAAP; (iii) statutory Liens (including suppliers', carriers', materialmen's, warehousemen's and mechanics' Liens) which (A) are being contested in good faith by appropriate legal proceedings and against which adequate reserves have been established in conformity with GAAP or (B) arise in the ordinary course of business and secure obligations which are not yet due and not in default; (iv) Liens to secure (or to obtain letters of credit that secure) the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, performance bonds, purchase, construction, government or sales contracts and other similar obligations or otherwise to satisfy statutory or legal obligations, provided that in each such case such Liens (A) were not incurred or made in connection with the incurrence or maintenance of Indebtedness, the borrowing of money, the obtaining of advances or credit, and (B) do not in the aggregate materially detract from the value of the Property so encumbered or materially impair the use thereof in the operation of its business; (v) title defects, title irregularities, easements, zoning restrictions, rights-of-way, encroachments, encumbrances on real property imposed by law or arising in the ordinary course of business and other title matters disclosed on the title insurance policies previously delivered to the Lender or of a minor nature that in each case do not secure any monetary obligations and do not materially detract from the value of the affected Property or materially impair or interfere with the use thereof in the ordinary course of business; (vi) rights of setoff arising from customer agreements entered into in the ordinary course of business and providing for indemnification or similar obligations; and (vii) attachment, judgment and other similar Liens arising in connection with court proceedings,

provided, however, that such Liens are in existence for less than 30 days after the entry thereof or the execution or other enforcement thereof is effectively stayed, but only if the claims secured thereby are being contested in good faith by appropriate legal proceedings and adequate reserves have been established in conformity with GAAP for such claims.

“FRB” means the Board of Governors of the Federal Reserve System of the United States.

“Funded Indebtedness” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations for borrowed money, whether current or long-term and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) the principal portion of all obligations under conditional sale or other title retention agreements relating to Property purchased by the Borrower or its Subsidiary (other than customary reservations or retentions of title under agreements with suppliers entered into in the ordinary course of business);

(c) all obligations arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments;

(d) all obligations in respect of the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business and, in each case, not outstanding for more than 60 days from the date on which such trade account payable was created);

(e) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of any Equity Interests in such Person or any other Person, valued, in the case of a redeemable preferred interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends;

(f) all Funded Indebtedness of others secured by (or for which the holder of such Funded Indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on Property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed;

(g) all Guarantees with respect to Funded Indebtedness of the types specified in clauses (a) through (g) above of another Person; and

(h) all Funded Indebtedness of the types referred to in clauses (a) through (h) above of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or joint venturer, except to the extent that Funded Indebtedness is expressly made non-recourse to such Person.

For purposes hereof, the amount of any direct obligation arising under letters of credit (including standby and commercial), bankers' acceptances, bank guaranties, surety bonds and similar instruments shall be the maximum amount available at such time to be drawn thereunder.

“GAAP” means generally accepted accounting principles in the United States as in effect from time to time, consistently applied.

“Governmental Authority” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Guarantee” means, as to any Person, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness or other obligation payable or performable by another Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness or other obligation, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness or other obligation of the payment or performance of such Indebtedness or other obligation, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness or other obligation, or (iv) entered into for the primary purpose of assuring in any other manner the obligee in respect of such Indebtedness or other obligation of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness or other obligation of any other Person, whether or not such Indebtedness or other obligation is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term “Guarantee” as a verb has a corresponding meaning.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Indebtedness” means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

- (a) all Funded Indebtedness;

(b) the amount of unfunded benefit liabilities (as defined in Section 4001(a)(18) of ERISA);

(c) obligations under acceptance facilities;

(d) all Guarantees with respect to outstanding Indebtedness of the types specified in clauses (a) through (e) above of any other Person; and

(e) all Indebtedness of the types referred to in clauses (a) through (e) above of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or joint venturer, unless such Indebtedness is expressly made non-recourse to such Person.

“Indemnitee” has the meaning specified in Section 9.02.

“Industrial Risk-Based Standards” means the Environmental Protection Agency (EPA) Region 6 Regional Screening Levels (RSLs) utilizing an excess cancer risk of 1×10^{-5} as adopted by the Oklahoma Department of Environmental Quality (ODEQ).

“Information” has the meaning specified in Section 11.07.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended and in effect from time to time.

“Investment” means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests of another Person, (b) a loan, advance or capital contribution to, Guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor Guarantees Indebtedness of such other Person, or (c) an Acquisition by such Person.

“Involuntary Disposition” means any loss of, damage to or destruction of, or any condemnation or other taking for public use of, any property of the Borrower or its Subsidiary.

“IRS” means the United States Internal Revenue Service.

“Laws” means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

“Lien” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement in the nature of a security interest of any kind or nature whatsoever

(including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing). The term shall exclude, however, any precautionary UCC financing statement naming the Borrower as debtor and filed by a lessor in connection with a lease that is properly classified as an operating lease under GAAP.

“Loan Documents” means this Agreement, the Revolving Note, the Collateral Documents, and all other agreements and documents executed and delivered pursuant to or in connection with this Agreement or the Credit Extensions contemplated hereby.

“Loan Request” means a request for a Revolving Loan substantially in the form of Exhibit A.

“Material Adverse Effect” means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the Borrower and its Subsidiary taken as a whole; (b) a material adverse change in, or a material adverse effect upon, a substantial portion of the Collateral; (c) a material impairment of the ability of the Borrower to perform its obligations under any Loan Document to which it is a party; or (d) a material adverse effect upon the legality, validity, binding effect or enforceability against the Borrower of any Loan Document to which it is a party.

“Moody's” means Moody's Investors Service, Inc. and any successor thereto.

“Mortgage” means the Real Estate Mortgage, Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing dated as of the date hereof, executed by the Borrower in order to grant a mortgage lien on the Mortgaged Property, as it may be amended, modified or supplemented from time to time.

“Mortgaged Properties” means the real property (including land, buildings, structures and other improvements) of the Borrower located at 4150 S. Elwood Street, Tulsa, Oklahoma, and 555 W. 41st Street, Tulsa, Oklahoma, respectively.

“Multiemployer Plan” means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

“Obligations” means all advances to, and debts, liabilities, obligations, covenants and duties of, the Borrower arising under any Loan Document or otherwise with respect to any Revolving Loan whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due and including interest and fees that accrue after the commencement by or against the Borrower or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“ODEQ” means the Oklahoma Department of Environmental Quality.

“Organizational Documents” means, (a) with respect to any corporation, the certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction); (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

“Outstanding Amount” means with respect to any Revolving Loans on any date, the aggregate outstanding principal amount thereof after giving effect to any borrowings and prepayments or repayments of any Revolving Loans occurring on such date.

“Parent” means FINTUBE HOLDINGS, LLC.

“Participant” has the meaning specified in Section 11.06(a).

“PBGC” means the Pension Benefit Guaranty Corporation or any successor thereto.

“Pension Plan” means any “employee pension benefit plan” (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by the Borrower or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the immediately preceding five plan years.

“Permitted Liens” means, at any time, Liens in respect of Property of the Borrower or its Subsidiary permitted to exist at such time pursuant to the terms of Section 5.01.

“Permitted Transfers” means (a) Dispositions of inventory in the ordinary course of business, including the disposal of obsolete inventory; (b) Dispositions of machinery and equipment no longer used or useful in the conduct of businesses of the Borrower and its Subsidiary that are Disposed of in the ordinary course of business; (c) trade-ins of equipment for equipment of equal or greater value; (d) Dispositions of Property to Borrower’s Subsidiary; provided, that such Disposition is permitted by the Prepetition Credit Agreement; (e) Dispositions of Accounts in connection with the collection or compromise thereof; (f) licenses, sublicenses, leases or subleases granted to others not interfering in any material respect with the businesses of the Borrower and its Subsidiary; and (g) the sale or disposition of Cash Equivalents for fair market value; and any Disposition approved by a final non-appealable order of the Bankruptcy Court.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Personal Property Collateral” means all of the following items and types of personal property of the Borrower, of every kind and character, whether now owned and existing or

hereafter acquired or arising, wherever located, together with all accessions thereto, substitutions and replacements therefor, and all proceeds (including insurance proceeds) and products thereof: (i) all accounts and accounts receivable, (ii) all general intangibles, including contracts, contract rights, tax refunds, indemnification rights, warranty claims, commercial tort claims, patents, trademarks and copyrights, but excluding for purposes of this definition Equity Interests, (iii) all inventory, supplies, tools and tooling, (iv) all furniture, fixtures, equipment and machinery (but excluding furniture, fixtures, equipment and machinery which are the subject of Liens permitted under Section 5.01(d) if the granting to the Lender of a Lien therein would violate the security agreement or lease agreement with respect to such permitted Lien(s)), and (v) all deposit accounts (other than deposit accounts used solely for payroll and withholding tax purposes and identified to the Lender as such) and certificates of deposit.

“Plan” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) established by the Borrower or, with respect to any such plan that is subject to Section 412 of the Internal Revenue Code or Title IV of ERISA, any ERISA Affiliate of the Borrower.

“Prepetition Credit Agreement” means the Second Amended and Restated Credit Agreement dated as of April 27, 2015, among the Borrower, the Parent and the Lender, as amended by that certain First Amendment thereto dated as of May 6, 2016.

“Property” means any asset or property, whether real, personal or mixed, tangible or intangible, which is now or at any time hereafter owned, operated or leased by the Borrower or its Subsidiary.

“Related Parties” means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

“Reportable Event” means any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived.

“Request for Credit Extension” means with respect to a Revolving Loan a Loan Request.

“Responsible Officer” means, with respect to the Borrower, its chief executive officer, chairman, president, vice president, chief financial officer, controller, secretary, treasurer or assistant treasurer.

“Revolving Commitment” means the obligation of the Lender to make Revolving Loans to the Borrower pursuant to Section 2.01(a) from time to time pursuant to Section 2.05 in an aggregate principal amount at any one time outstanding not to exceed \$800,000.

“Revolving Credit Availability Period” means the period from and including the Closing Date to the earlier of (a) the Revolving Credit Maturity Date, and (b) the date of any Termination Event, and (b) the date of any termination of the Revolving Commitment.

“Revolving Credit Maturity Date” means December 31, 2017, or such later date as may from time to time be established by the Lender at the request of the Borrower, but in its sole discretion, as the Revolving Credit Maturity Date.

“Revolving Loan” is defined in Section 2.01.

“Revolving Note” means the promissory note dated as of the date hereof, in form satisfactory to the Lender, to evidence the amounts owing in respect of the Revolving Loan, including interest accrued and to accrue thereon.

“S&P” means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. and any successor thereto.

“Sale and Leaseback Transaction” means, with respect to any Person (the “transferor”), any arrangement, directly or indirectly, with any other Person whereby the transferor shall sell or transfer any property used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such property or other property that it intends to use for substantially the same purpose or purposes as the property being sold or transferred.

“Security Agreement” means that certain Security and Pledge Agreement dated as of the date hereof among the Borrower and the Lender, as it may be amended, modified or supplemented from time to time.

“Subsidiary” of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of Voting Equity Interests is at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person.

“Termination Event” is defined in the BANKRUPTCY COURT'S INTERIM ORDER (AND SUBSEQUENTLY THE FINAL ORDER) AUTHORIZING DEBTOR IN POSSESSION TO (I) OBTAIN POST-PETITION FINANCING PURSUANT TO SECTION 364 OF THE BANKRUPTCY CODE, (II) GRANT LIENS, SECURITY INTERESTS AND SUPERPRIORITY CLAIMS, (III) USE CASH COLLATERAL PURSUANT TO Sections 105, 361, 362, 363, 503 AND 507 OF THE BANKRUPTCY CODE, (IV) PROVIDE ADEQUATE PROTECTION AND (V) SCHEDULE FINAL HEARING.

“Threshold Amount” means \$250,000.

“Total Revolving Outstanding Amount” means the aggregate Outstanding Amount of all Revolving Loans without duplication.

“UCC” means the Uniform Commercial Code as adopted and in effect in the State of Oklahoma or other applicable state or jurisdiction.

“Unfunded Pension Liability” means the excess of a Plan's benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Plan's assets, determined in accordance with the assumptions used for funding that Plan pursuant to Section 412 of the Internal Revenue Code for the applicable plan year.

“United States” and “U.S.” mean the United States of America.

“Voting Equity Interests” means, with respect to any Person, Equity Interests issued by such Person the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or persons performing similar functions) of such Person, even though the right so to vote has been suspended by the happening of such a contingency.

“Wholly-Owned Subsidiary” of any Person means a Subsidiary of such Person of which Equity Interests representing 100% of the Equity Interests are, at the time any determination is being made, owned, controlled or held by such Person or one or more Wholly-Owned Subsidiaries of such Person or by such Person and one or more Wholly-Owned Subsidiaries of such Person.

1.02 Other Interpretive Provisions. With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) Certain References. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise, (i) whether or not expressly indicated herein, any definition of or reference to any agreement, instrument or other document (including any Organizational Document or Loan Document) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or in any other Loan Document), (ii) any reference herein to any Person shall be construed to include such Person's successors and assigns, (iii) the words “herein,” “hereof” and “hereunder,” and words of similar import when used in any Loan Document, shall be construed to refer to such Loan Document in its entirety and not to any particular provision thereof, (iv) all references in a Loan Document to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, the Loan Document in which such references appear, (v) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (vi) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all real and personal property and tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(b) Terms Defined in UCC. Unless the context otherwise requires, terms used herein that are defined in the UCC (such as the terms “accounts,” “inventory” and “proceeds”) have the respective meanings set forth therein.

(c) Computation of Time. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including,” the

words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including.”

(d) Section Headings. Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

1.03 Accounting Terms.

(a) Generally. Except as otherwise specifically prescribed herein, all accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP as in effect from time to time. For purposes of determining compliance with the financial covenants contained in this Agreement, any election by the Borrower to measure an item of Indebtedness using fair value (as permitted by Accounting Standards Codification 825-10 or any similar accounting standard) shall be disregarded and such determination shall be made as if such election had not been made.

(b) References to Consolidated Financial Statements. All references to “consolidated” and “consolidating” with respect to the financial statements of the Borrower and its Subsidiary and financial calculations hereunder mean the consolidation of the accounts of the Borrower and its Subsidiary in accordance with GAAP, including principles of consolidation, consistent with those applied in the preparation of the most financial statements described in Section 3.05(a).

(c) Changes in GAAP. The Borrower shall provide a written summary of material changes in GAAP and in the consistent application thereof with each set of financial statements delivered in accordance with Section 4.01. If at any time any Accounting Change (as defined below) would affect the computation of any financial ratio or other financial calculation set forth in this Agreement, (i) such ratio or calculation shall continue to be made in accordance with GAAP as in effect on the Closing Date, and (ii) the Borrower shall provide to the Lender a reconciliation between such ratio or calculation made before and after giving effect to such Accounting Change, unless the Borrower and the Lender agree to modify such ratio or calculation to reflect such Accounting Change. For purposes of this Section 1.03(c), an “Accounting Change” means (A) any change in accounting principles required by GAAP and implemented by the Borrower with respect to its consolidated financial statements, (B) any change in accounting principles recommended by the Borrower's independent accountants, and (C) any change in carrying value of the Borrower's or its Subsidiary's assets, liabilities or equity accounts resulting from any adjustments that, in each case, were applicable to, but not included in, the most recent financial statements described in Section 3.05(a). Without limiting the foregoing, any changes to lease accounting that requires the assets and liabilities arising under operating leases to be recognized in any statement of financial position shall be excluded from such method of calculation for purposes hereof.

1.04 Rounding. Any financial ratios required to be maintained by the Borrower pursuant to this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 Times of Day. Unless otherwise specified, all references herein to times of day shall be references to Central time (daylight or standard, as applicable).

ARTICLE II REVOLVING COMMITMENT

2.01 Revolving Loans. Subject to the terms and conditions set forth herein, the Lender agrees to make loans (each such loan, a "Revolving Loan") to the Borrower from time to time on any Business Day during the Revolving Credit Availability Period in an aggregate amount not to exceed at any time outstanding the amount of the Revolving Commitment; provided, however, that after giving effect to the making of any Revolving Loan, the Total Revolving Outstanding Amount shall not exceed the Revolving Commitment. Within the limits of the Revolving Commitment, and subject to the other terms and conditions hereof, the Borrower may borrow under this Section 2.01, prepay under Section 2.09, and reborrow under this Section 2.01.

2.02 Use of Proceeds. Proceeds of the Revolving Loans shall be used by the Borrower as set forth in the Bankruptcy Court Order. None of the proceeds of any Revolving Loan shall be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry margin stock (within the meaning of Regulation U of the FRB) or to extend credit to others for the purpose of purchasing or carrying margin stock or to refund indebtedness originally incurred for such purpose.

2.03 Disbursement of Revolving Loans.

(a) Loan Requests. Each Revolving Loan shall be made upon the Borrower's irrevocable notice to the Lender, which may be given by telephone or in writing. Each such notice must be received by the Lender not later than 11:00 a.m. on the requested date of the funding of any Revolving Loan. Any such notice received by the Lender after 11:00 a.m. on any Business Day shall be deemed to have been received on the next following Business Day. Each telephonic notice by the Borrower pursuant to this Section 2.03(a) must be confirmed promptly by delivery to the Lender of a written Loan Request, appropriately completed and signed by a Responsible Officer of the Borrower.

(b) Funding of Loans. Upon satisfaction of the applicable conditions set forth in Section 7.02, the Lender shall make all funds requested in any Loan Request available to the Borrower in immediately available funds either by (i) crediting the Cash Management Account with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Lender by the Borrower.

2.04 INTENTIONALLY OMITTED.

2.05 INTENTIONALLY OMITTED.

2.06 Maturity; Required Payments Prior to Maturity. The aggregate Outstanding Amount of all Revolving Loans, together with all unpaid interest accrued thereon, shall be due and payable in full on the Revolving Credit Maturity Date.

2.07 Interest.

(a) Rate of Interest Prior to Default. Subject to the provisions of subsection (b) below, the outstanding principal balance of each Revolving Loan shall bear interest on the outstanding principal amount thereof, adjusted as of the first day of each calendar month, at a rate per annum equal to the BOKF Prime Rate, plus 1.00%.

(b) Default Rate. If any amount of principal, interest or other amount payable by the Borrower under any Loan Document is not paid when due, whether at stated maturity, by acceleration or otherwise, or if any other Event of Default shall have occurred and be continuing, the Borrower shall pay interest on the principal amount of all outstanding Obligations hereunder and on any past due amounts (including past due interest) at a fluctuating interest rate per annum at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Payments of Interest. Interest on each Revolving Loan shall be due and payable in arrears on the last day of each month beginning July 31, 2017, and at maturity.

(d) Computation of Interest. All computations of interest shall be made on the basis of a year consisting of 360 days and for the actual number of days elapsed. Interest shall accrue on each Revolving Loan for the day on which such Loan is made, and shall not accrue on any Revolving Loan, or any portion thereof, for the day on which such Revolving Loan or such portion is paid, provided that any Revolving Loan that is repaid on the same day on which it is made shall bear interest for one day. Each determination by the Lender of an interest rate hereunder shall be conclusive and binding for all purposes, absent manifest error.

(e) Maximum Rate of Interest. Notwithstanding anything to the contrary contained in any Loan Document or the Note, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (the "Maximum Rate"). If the Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Revolving Loans or, if it exceeds such unpaid principal, refunded to the Borrower. In determining whether the interest contracted for, charged, or received by the Lender exceeds the Maximum Rate, the Lender may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

2.08 INTENTIONALLY OMITTED.

2.09 Prepayments.

(a) Voluntary Prepayments of Loans. The Borrower may, upon notice to the Lender, at any time or from time to time, voluntarily prepay the Outstanding Amount of any Revolving Loan, in whole or in part, without premium or penalty; provided that (i) such notice must be received by the Lender not later than 11:00 a.m. on the date of prepayment, and (ii) any such prepayment shall be in a principal amount of \$10,000 or a whole multiple of \$10,000 in excess thereof (or, if less, the entire principal amount thereof then outstanding).

(b) [INTENTIONALLY OMITTED]

(c) Mandatory Prepayments.

(i) Deficiency. If for any reason the Total Revolving Outstanding Amount at any time exceeds the Revolving Commitment, the Borrower shall, within five days after such excess is determined to exist, prepay Revolving Loans in an aggregate amount equal to such excess.

(ii) Prepayments Generally. All prepayments under this Section 2.09(c) shall be made without premium or penalty and shall be accompanied by interest on the principal amount prepaid through the date of prepayment.

2.10 Evidence of Debt. The Credit Extensions made by the Lender shall be evidenced by one or more accounts or records maintained by the Lender in the ordinary course of business. The accounts or records maintained by the Lender shall be conclusive, absent manifest error of the amount of the Credit Extensions made by the Lender to the Borrower and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Borrower to pay any amounts owing with respect to the Obligations. The Borrower shall execute and deliver the Revolving Note to evidence the Revolving Loans. The Lender may attach schedules to the Revolving Note and endorse thereon the date and amount of each Revolving Loan or advance made thereunder and the payments made with respect thereto.

2.11 Payments Generally. All payments to be made by the Borrower shall be made without condition or deduction for any counterclaim, defense; recoupment or setoff. The Borrower hereby authorizes the Lender to automatically debit the Cash Management Account for each payment due hereunder (as and when such payment becomes due and payable). If any payment to be made by the Borrower hereunder shall come due on a day other than a Business Day, such automatic debit shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be.

2.12 Collateral.

(a) Grant of Mortgage on Mortgaged Properties. At all times until the Obligations (other than contingent indemnification obligations for which no claim has been asserted) have been paid in full and the Commitments have been terminated, the

Borrower agrees to grant and maintain, or cause to be granted and maintained, in favor of the Lender an Acceptable Security Interest in and to the Mortgaged Properties.

(b) Grant of Security Interest in Personal Property Collateral. At all times until the Obligations (other than contingent indemnification obligations for which no claim has been asserted) have paid in full and the Commitments have been terminated, the Borrower agrees to grant and maintain, or cause to be granted and maintained, in favor of the Lender an Acceptable Security Interest in and to the Personal Property Collateral.

(c) Further Assurances. The Borrower, at its sole expense, upon the request of the Lender, execute and deliver or cause to be executed and delivered to the Lender, in due form for filing or recording, such additional mortgages, security agreements, instruments, agreements, assignments, financing statements, lien entry forms and other Collateral Documents, and do such other acts and things with respect to the Collateral, as the Lender may reasonably deem necessary or advisable in order to perfect, maintain and protect its Liens in the Collateral. Without limiting the generality of the foregoing, the Borrower, at its sole expense, shall deliver or cause to be delivered to the Lender, in due form for transfer, all proceeds of Collateral consisting of promissory notes, instruments, chattel paper, documents, securities or the like.

2.13 Taxes.

(a) Any and all payments by the Borrower to or for the account of the Lender under any Loan Document shall be made free and clear of and without deduction for any and all present or future taxes, duties, levies, imposts, deductions, assessments, fees, withholdings or similar charges, and all liabilities with respect thereto, excluding, in the case of the Lender, (i) taxes imposed on or measured by its overall net income and franchise taxes imposed on it by the jurisdiction (or any political subdivision thereof) under the Laws of which the Lender is organized or any jurisdiction in which the Lender maintains a lending office or which is imposed by any jurisdiction as a result of any present, former or future connection with the Lender, and (ii) any withholding tax to the extent that such withholding tax would have been imposed on the relevant payment to the Lender under the laws and treaties in effect at the time the Lender first became a party to this Agreement or otherwise became entitled to any rights hereunder. For purposes of clause (ii) of the preceding sentence, a law or treaty shall be deemed to be "in effect" upon the earlier of (A) the date upon which such law or treaty is adopted into law; and (B) the effective date of the withholding tax obligation imposed by such law or treaty. All such non-excluded taxes, duties, levies, imposts, deductions, assessments, fees, withholdings or similar charges, and liabilities being hereinafter referred to as "Taxes". If the Borrower shall be required by any Laws to deduct any Taxes from or in respect of any sum payable under any Loan Document to the Lender, (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.13), the Lender receives an amount equal to the sum it would have received had no such deductions been made, (ii) the Borrower shall make such deductions, (iii) the Borrower shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with

applicable Laws, and (iv) within 30 days after the date of such payment, the Borrower shall furnish to the Lender the original or a certified copy of a receipt evidencing payment thereof.

(b) In the event any Person that is not a United States person (as such term is defined in Section 7701(a)(30) of the Internal Revenue Code) becomes entitled to any payments hereunder, such Person shall deliver to the Borrower, on or prior to the date on which such Person becomes the Lender or otherwise entitled to any payments hereunder, one or more (as the Borrower may reasonably request) duly completed copies of IRS Forms W-8ECI, W-8IMY (with the necessary attachments), W-8EXP or W-8BEN or such other forms or documents as may be applicable to establish that such Person is entitled to receive any and all payments hereunder from the Borrower free and clear from U.S. federal withholding tax. Each such Person shall, from time to time, deliver one or more (as the Borrower may reasonably request) updated or corrected appropriate IRS forms to the Borrower to the extent and in the manner required under United States federal tax Law. In addition, in the event any Person that is a United States person (as such term is defined in Section 7701(a)(30) of the Internal Revenue Code) becomes entitled to payments hereunder after the date hereof, upon the reasonable request of the Borrower, such Person will deliver to the Borrower one or more (as the Borrower may reasonably request) duly completed copies of IRS Form W-9 (or successor form) to establish that such Person is entitled to receive any and all payments from the Borrower free and clear from withholding of United States federal income tax.

(c) In addition, the Borrower agrees to pay any and all present or future stamp, court or documentary taxes and any other excise or property taxes or charges or similar levies which arise from any payment made under any Loan Document or from the execution, delivery, performance, enforcement or registration of, or otherwise with respect to, any Loan Document (hereinafter referred to as "Other Taxes").

(d) If the Borrower shall be required to deduct or pay any Taxes or Other Taxes from or in respect of any sum payable under any Loan Document to the Lender, the Borrower shall also pay to the Lender, at the time interest is paid, such additional amount as is necessary to preserve the after-tax yield (after factoring in all taxes, including taxes imposed on or measured by net income) that the Lender would have received if such Taxes or Other Taxes had not been imposed.

(e) The Borrower agrees to indemnify the Lender for (i) the full amount of Taxes and Other Taxes (including any Taxes or Other Taxes imposed or asserted by any jurisdiction on amounts payable under this Section 2.13) paid by the Lender, (ii) amounts payable under Section 2.13(d) and (iii) any liability (including additions to tax, penalties, interest and expenses) arising therefrom or with respect thereto, in each case whether or not such Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Payment under this subsection (e) shall be made within 30 days after the date the Lender makes a demand therefor.

(f) If the Borrower determines in good faith that a reasonable basis exists for contesting a Tax for which a payment is required under this Section 2.13, and if the

Borrower so requests, the Lender shall cooperate at the Borrower's expense in challenging such Tax. If the Lender becomes aware that it is entitled to claim a refund in respect of a Tax as to which it has been indemnified or received an additional payment pursuant to this Section 2.13, then the Lender shall promptly notify the Borrower of the availability of such refund claim and shall promptly after receipt of a request from the Borrower (and at the expense of the Borrower) make a claim to the applicable Governmental Authority for such refund. Upon receipt of any such refund, the Lender shall return to the Borrower, without interest, any indemnification or additional payment previously paid in respect of the amounts refunded.

2.14 Matters Applicable to all Requests for Compensation. A certificate of the Lender claiming compensation under Section 2.13 and setting forth the calculation of the additional amount or amounts to be paid to it hereunder shall be conclusive in the absence of manifest error. In determining such amount, the Lender may use any reasonable averaging and attribution methods.

2.15 Survival. All obligations of the Borrower under Section 2.13 shall survive the termination of the Revolving Commitment and the repayment of all Obligations hereunder.

ARTICLE III REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender that, as of the Closing Date and as of the date of each Credit Extension:

3.01 Existence, Qualification and Power. The Borrower (a) is duly organized or formed, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents, and (c) is duly qualified and is licensed and in good standing under the Laws of each jurisdiction where its ownership, lease or operation of Properties or the conduct of its business requires such qualification or license; except in each case referred to in clause (b)(i) or (c), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

3.02 Authorization; No Contravention. The execution, delivery and performance by the Borrower of each Loan Document have been duly authorized by all necessary corporate or other organizational action, and do not (a) contravene the terms of any of the Borrower's Organizational Documents; (b) conflict with or result in any breach or contravention of or the creation of any Lien (other than in favor of the Lender) under, or require any payment to be made under, (i) any Contractual Obligation to which the Borrower is a party or affecting the Borrower or the properties of the Borrower or any of its Subsidiaries or (ii) any order, injunction, writ or decree of any Governmental Authority or any arbitral award to which the Borrower or its property is subject; or (c) violate any Law (including Regulation U or Regulation X issued by the FRB), except to the extent that any such violation could not reasonably be expected to have a Material Adverse Effect.

3.03 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority other than the Bankruptcy Court which has been obtained on an interim basis subject to final approval or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, the Borrower of this Agreement or any other Loan Document other than (i) those that have already been obtained and are in full force and effect and (ii) filings to perfect or protect, or maintain the perfection or protection of, the Liens created by the Collateral Documents.

3.04 Binding Effect. Each Loan Document has been duly executed and delivered by the Borrower. Each Loan Document constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms.

3.05 Financial Statements; No Material Adverse Effect.

(a) The audited consolidated balance sheet of the Parent as at December 31, 2016, and the related consolidated statements of income and of cash flows for the fiscal year ended on such date, reported on by and accompanied by an unqualified report from RSM US LLP, present fairly in all material respects the consolidated financial position of the Parent as at such dates, and the consolidated results of its operations and its consolidated cash flows for the respective fiscal years then ended. All such financial statements, including the related schedules and notes thereto, have been prepared in accordance with GAAP applied consistently throughout the periods involved (except as approved by the aforementioned firm of accountants and disclosed therein). Neither the Parent nor any of its Subsidiaries (including the Borrower) has, as of the Closing Date, any material Guarantee Obligations, contingent liabilities and liabilities for taxes, or any long-term leases or unusual forward or long-term commitments, including any Swap Obligations, that are not reflected in the most recent financial statements referred to in this Section 3.05(a) and that are required to be reflected under GAAP.

(b) All financial projections concerning the Borrower and its Subsidiary that have been furnished to the Lender in connection with this Agreement have been prepared in good faith based upon assumptions believed by the Borrower to be reasonable as of the Closing Date, it being understood that actual results may vary materially from such projections.

(c) The financial statements delivered pursuant to Section 4.01(a) and (b) will be prepared in accordance with GAAP (except as may otherwise be permitted under Section 4.01(a) and (b)) and will present fairly in all materials respects the consolidated financial position, results of operations and cash flows of the Borrower and its Subsidiary as of the dates thereof and for the periods covered thereby.

3.06 Litigation. Other than the Bankruptcy Proceedings, there are no actions, suits, proceedings, claims or disputes pending or, to the knowledge of the Borrower, threatened or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against the Borrower or its Subsidiary or against any of their Properties or revenues that (a) purport to affect or pertain to this Agreement or any other Loan Document, or any of the

transactions contemplated hereby or (b) if determined adversely, could reasonably be expected to have a Material Adverse Effect.

3.07 No Default.

(a) Other than the existing defaults under the Prepetition Credit Agreement, the Borrower is not in default under or with respect to any Contractual Obligation that could reasonably be expected to have a Material Adverse Effect.

(b) No Default hereunder has occurred and is continuing.

3.08 Ownership of Property; Liens. The Borrower has good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, except for such defects in title as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. None of the Properties of the Borrower is subject to any Liens, other than (i) Permitted Liens, and (ii) Liens to be released or terminated on the Closing Date.

3.09 Environmental Compliance. The Borrower conducts in the ordinary course of business a review of the effect of existing Environmental Laws and claims alleging potential liability or responsibility for violation of any Environmental Laws on their respective businesses, operations and Properties, and as a result thereof the Borrower has reasonably concluded that such Environmental Laws and claims could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.10 Insurance. The Borrower maintains policies of insurance, premiums prepaid, with financially sound and reputable insurance companies not Affiliates of the Borrower, in such amounts and against such risks, with such deductibles and covering such risks (including business interruption insurance) as are customarily carried by companies engaged in similar businesses and owning similar Properties in localities where the Borrower operates.

3.11 Taxes. The Borrower and its Subsidiary have filed all Federal, state and local income and other material tax returns and reports required to be filed, and have paid all Federal, state and local income and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP. There is no known proposed tax assessment against the Borrower or its Subsidiary that would, if made, have a Material Adverse Effect.

3.12 ERISA Compliance.

(a) Each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Internal Revenue Code and other applicable Federal and state Laws. Each Plan that is intended to qualify under Section 401(a) of the Internal Revenue Code has received a favorable determination letter from the IRS (or with respect to a prototype or volume submitter Plan, an opinion letter has been obtained by such Plan's sponsor) or an application for such a letter is currently being processed by the IRS with

respect thereto and, to the best knowledge of the Borrower, nothing has occurred which would prevent, or cause the loss of, such qualification. The Borrower and each ERISA Affiliate have made all required contributions to each Plan subject to Section 412 of the Internal Revenue Code, and no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Internal Revenue Code has been made with respect to any Plan.

(b) There are no pending or, to the best knowledge of the Borrower, threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan (other than routine claims for benefits) that could be reasonably be expected to have a Material Adverse Effect. To the best knowledge of the Borrower, there has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan that has resulted or could reasonably be expected to result in a Material Adverse Effect.

(c) (i) No ERISA Event has occurred or is reasonably expected to occur; (ii) no Pension Plan has any Unfunded Pension Liability, except as reflected in the Borrower's financial statements; (iii) neither the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability under Title IV of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under Section 4007 of ERISA); (iv) neither the Borrower or any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Sections 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (v) neither the Borrower or any ERISA Affiliate has engaged in a transaction that could be subject to Section 4069 or 4212(c) of ERISA.

3.13 Subsidiaries. Set forth on Schedule 3.13 is a complete and accurate list as of the Closing Date of all Subsidiaries of the Borrower, including as to each Subsidiary (i) its jurisdiction of formation, (ii) the number of shares of each class of Equity Interests outstanding, (iii) the number and percentage of outstanding shares of each class owned (directly or indirectly) by the Borrower, and (iv) the number and effect, if exercised, of all outstanding options, warrants, rights of conversion or purchase and all other similar rights with respect thereto. The outstanding Equity Interests of the Borrower or its Subsidiary are validly issued, fully paid and non-assessable.

3.14 Disclosure. The Borrower has disclosed to the Lender all agreements, instruments and corporate or other restrictions to which it or any of its Subsidiaries is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. No report, financial statement, certificate or other information furnished (whether in writing or orally) by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby and the negotiation of this Agreement or delivered hereunder or under any other Loan Document (in each case, as modified or supplemented by other information so furnished) contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, when taken as a whole, not misleading; provided that, with respect to projected financial information, The Borrower represents only that such

information was prepared in good faith based upon assumptions believed to be reasonable at the time when delivered to the Lender.

3.15 Compliance with Laws. The Borrower is in compliance with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its Properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

3.16 Margin Regulations; Investment Company Act.

(a) The Borrower is not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying margin stock (within the meaning of Regulation U issued by the FRB), or extending credit for the purpose of purchasing or carrying margin stock.

(b) The Borrower is not and is not required to be registered as an “investment company” under the Investment Company Act of 1940.

3.17 Business Locations. Set forth on Schedule 3.17(a) is a list of all real property located in the United States that is owned or leased by the Borrower as of the Closing Date. Set forth on Schedule 3.17(b) is a list of all locations where any tangible personal property of the Borrower is located as of the Closing Date (except inventory in transit in the ordinary course of business). Set forth on Schedule 3.17(c) is the chief executive office, taxpayer identification number and organizational identification number of the Borrower as of the Closing Date. The exact legal name and state of organization of the Borrower is as set forth on the signature pages hereto.

3.18 Labor Matters. There are no collective bargaining agreements or Multiemployer Plans covering the employees of the Borrower as of the Closing Date.

ARTICLE IV
AFFIRMATIVE COVENANTS

As long as any Revolving Commitment remains outstanding, any Revolving Loan or other Obligation hereunder remains unpaid or unsatisfied (other than contingent indemnification obligations for which no claim has been asserted), the Borrower shall and, as applicable, shall cause its Subsidiary to:

4.01 Financial Statements. Deliver to the Lender, in form and detail reasonably satisfactory to the Lender, the financial statements required by Section 4.01 of the Prepetition Credit Agreement.

4.02 Certificates; Other Information. Deliver to the Lender, in form and detail reasonably satisfactory to the Lender, the other information required by Section 4.02 of the Prepetition Credit Agreement and a weekly accounts receivable and inventory report, which shall be delivered on Monday of each calendar week beginning July 3, 2017.

4.03 Notices.

(a) Promptly (and in any event, within three Business Days) notify the Lender of the occurrence of any Default.

(b) Promptly notify the Lender of any matter that has resulted or could reasonably be expected to result in a Material Adverse Effect, including (i) any breach or non-performance of, or any default under, a Contractual Obligation of the Borrower or its Subsidiary; (ii) any dispute, litigation, investigation, proceeding or suspension between the Borrower or its Subsidiary and any Governmental Authority; or (iii) the commencement of, or any material development in, any litigation or proceeding affecting the Borrower or its Subsidiary, including pursuant to any applicable Environmental Laws.

(c) Promptly notify the Lender of (i) any change of the legal name, corporate structure, jurisdiction of organization or formation, or organizational identification number of the Borrower or (ii) the formation or Acquisition of any Subsidiary.

(d) Promptly notify the Lender of (i) any Disposition (other than a Permitted Transfer), (ii) any Involuntary Disposition, or (iii) any Equity Issuance.

(e) Promptly notify the Lender of the occurrence of any ERISA Event.

(f) Promptly notify the Lender of any material change in accounting policies or financial reporting practices by the Borrower or its Subsidiary.

(g) Upon the reasonable written request of the Lender following the occurrence of any event or the discovery of any condition which the Lender reasonably believes has caused (or could be reasonably expected to cause) the representations and warranties set forth in Section 3.09 to be untrue in any material respect, furnish or cause to be furnished to the Lender, at the Borrower's expense, a report of an environmental assessment of reasonable scope, form and depth, (including, where appropriate, invasive soil or groundwater sampling) by a consultant reasonably acceptable to the Lender as to the nature and extent of the presence of any Hazardous Materials on any Properties of the Borrower or its Subsidiary and as to the compliance by the Borrower and its Subsidiary with Environmental Laws at such Properties. If the Borrower fails to deliver such an environmental report within 75 days after receipt of such written request, the Lender may arrange for the same, and the Borrower hereby grants to the Lender and its representatives access to the Properties to reasonably undertake such an assessment (including, where appropriate, invasive soil or groundwater sampling). The reasonable cost of any assessment arranged for by the Lender pursuant to this provision will be payable by the Borrower on demand and added to the Obligations secured by the Collateral Documents.

Each notice pursuant to this Section 4.03(a) through (g) shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth details of the occurrence referred to therein and stating what action the Borrower has taken and proposes to take with

respect thereto. Each notice pursuant to Section 4.03(a) shall describe with particularity any and all provisions of this Agreement and any other Loan Document that have been breached.

4.04 Payment of Obligations. Pay and discharge, as and when the same shall become due and payable in accordance with their stated terms, all its post-petition obligations and liabilities, including (a) all tax liabilities, assessments and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the Borrower or its Subsidiary, (b) all lawful claims which, if unpaid, would by law become a Lien upon its Properties, and (c) all trade payables, extent to unless any of the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the Parent or the applicable Subsidiary.

4.05 Preservation of Existence and Rights.

(a) Except as otherwise permitted by Section 5.04, preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization.

(b) Maintain all rights, privileges, permits, licenses and franchises necessary or desirable in the normal conduct of its business, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) Preserve or renew all of its material registered patents, copyrights, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.

4.06 Maintenance of Properties.

(a) Maintain, preserve and protect all of its material Properties and equipment necessary in the operation of its business in good working order and condition, ordinary wear and tear excepted.

(b) Make all necessary repairs thereto and renewals and replacements thereof, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) Use the standard of care typical in the industry in the operation and maintenance of its facilities.

(d) Use Parcels 1 and 2 (as identified on Schedule 3.19 (a)) in a manner consistent with Industrial Risk-Based Standards under Environmental Law.

4.07 Maintenance of Insurance.

(i) Required Insurance. Maintain or cause to be maintained in full force and effect (i) casualty insurance on all real and personal property included in the Collateral on

an all-risks basis (including the perils of flood and quake) covering the repair and replacement cost of all such Property, (ii) insurance coverage for business interruption and public liability insurance (including professional liability insurance coverage), in each case of the kinds customarily carried or maintained by Persons of established reputation engaged in similar businesses and in amounts and with deductibles acceptable to the Lender, and (iii) such other insurance coverage in such amounts and with respect to such risks as the Lender may reasonably request. All such insurance shall be provided by financially sound and reputable insurance companies not Affiliates of the Borrower and having a minimum A.M. Best rating of A, size category VII. On or prior to the Closing Date, and at all times thereafter, the Borrower will cause the Lender to be named as an additional insured, and loss payee (which shall include, as applicable, identification as mortgagee), as applicable, on each insurance policy required to be maintained pursuant to this Section 4.07 pursuant to endorsements in form and content acceptable to the Lender. The Borrower will deliver to the Lender (i) on or before the Closing Date, a certificate from its insurance broker dated such date showing the amount of coverage as of such date, and that such policies will include effective waivers (whether under the terms of any such policy or otherwise) by the insurer of all rights of subrogation against all loss payees, and that if all or any part of such policy is canceled, terminated or expires, the insurer will forthwith give notice thereof to each loss payee and that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least 30 days (or in the case of cancellation as a result of failure to pay premium at least 10 days) after receipt by each loss payee of written notice thereof, (ii) on an annual basis, and upon the request of the Lender from time to time full information as to the insurance carried, (iii) within five days of receipt of notice from any insurer, a copy of any notice of cancellation, nonrenewal or material change in coverage from that existing on the date of this Agreement, and (iv) immediately, notice of any cancellation or nonrenewal of coverage by the Borrower. In the event the Borrower fails to provide the Lender with evidence of the insurance coverage required by this Agreement, the Lender may purchase insurance at the Borrower's expense to protect the Lender's interest in the Collateral. The coverage purchased by the Lender may, but need not, protect the interests of the Borrower. The Borrower may later cancel any insurance purchased by the Lender, but only after providing the Lender with evidence that such Borrower has obtained insurance as required by this Agreement. If the Lender purchases insurance for the Mortgaged Properties or other Collateral, the Borrower will be responsible for the costs of that insurance, including interest and other charges imposed by the Lender in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Obligations. The Borrower acknowledges that the costs of insurance purchased by the Lender may be more than the cost of insurance that the Borrower would be able to obtain on their own.

(ii) Compliance with Insurance Conditions. Borrower shall not cause or allow any article to be brought onto or kept on any part of the Mortgaged Properties, or cause or allow any condition to exist, if the presence of such article or the occurrence of such condition could reasonably cause the invalidation of any insurance required by subsection (i) of this Section 4.07 or would otherwise be prohibited by the terms thereof.

(iii) Use of Insurance Proceeds. If an Event of Default is then in existence, the Lender may apply, in its sole discretion, any casualty insurance proceeds or business interruption insurance proceeds to the payment of the Obligations, or in the case of casualty insurance proceeds, to the repair or replacement of the damaged or destroyed Personal Property Collateral. If there is no Event of Default then in existence, the Borrower may apply (i) any casualty insurance proceeds to the repair or replacement of the damaged or destroyed Personal Property Collateral or to the payment of the Obligations, and (ii) any business interruption insurance proceeds for working capital purposes or to the payment of the Obligations.

(iv) Communications Regarding Insurance. All written communications, documents, certificates of insurance or other material relating to insurance sent to the Administrative Agent shall be delivered to the following address, with a copy thereof also delivered to the Lender pursuant to the notice provisions contained in Section 11.02:

BOKF, NA
Attn: Credit Services – Insurance Monitoring
P.O. Box 271
Tulsa, OK 74101

4.08 Compliance with Laws. Comply in all material respects with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted; or (b) the failure to comply therewith could not reasonably be expected to have a Material Adverse Effect.

4.09 Books and Records.

(a) Maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions of the Borrower or its Subsidiary, as the case may be.

(b) Maintain such books of record and account in material conformity with all applicable requirements of any Governmental Authority having regulatory jurisdiction over the Borrower or its Subsidiary, as the case may be.

4.10 Inspection Rights.

(a) Permit representatives and independent contractors of the Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at the expense of the Borrower and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrower; provided, however, that when an Event of Default exists the Lender (or any of its representatives or independent contractors) may do any of the foregoing at the expense of the Borrower at any time during normal business hours and without advance notice.

(b) Permit the Lender, through its authorized representatives (who need not be employees of the Lender), during normal business hours and upon reasonable advance notice to the Borrower, to conduct periodic field audits of the Borrower and its Subsidiary to review their operations, books and records, credit policies, charge-off policies, collection procedures and the Borrower's financial reporting. Except after the occurrence and during the continuation of any Default, field audits will be conducted once per fiscal year. The Borrower will pay all costs and expenses reasonably incurred by the Lender in connection with each field audit.

4.11 Use of Proceeds. Use the proceeds of the Credit Extensions solely for the purposes set forth in Section 2.02. In no event shall the proceeds of the Credit Extensions be used in contravention of any Law or of any Loan Document.

4.12 Additional Subsidiaries. Within 30 days after the Acquisition or formation of any Subsidiary, notify the Lender thereof in writing, together with (i) the jurisdiction of formation, (ii) the number of shares of each class of Equity Interests outstanding, (iii) the number and percentage of outstanding shares of each class owned (directly or indirectly) by the Borrower or its Subsidiary and (iv) the number and effect, if exercised, of all outstanding options, warrants, rights of conversion or purchase and all other similar rights with respect thereto.

4.13 ERISA Compliance. Do, and cause each of its ERISA Affiliates to do, each of the following: (a) maintain each Plan in compliance in all material respects with the applicable provisions of ERISA, the Internal Revenue Code and other applicable Federal or state law; (b) cause each Plan that is qualified under Section 401(a) of the Internal Revenue Code to maintain such qualification; and (c) make all required contributions to any Plan subject to Section 412 of the Internal Revenue Code.

4.14 Perfection and Preservation of Collateral.

(a) Collateral. Cause the Lender to have an Acceptable Security Interest in each item or type of Property included in the Collateral, subject to any exceptions which may be expressly provided in any Collateral Document.

(b) Lockbox Accounts. Instruct all account debtors of the Borrower to remit (or wire) all checks and payments in respect of Accounts directly to a lockbox account established with the Lender or, with the Lender's prior consent (which may be revoked at

any time), to deposit all proceeds of accounts receivable in a blocked account maintained with the Lender. In the event that an account debtor does not follow such instructions, the Borrower shall promptly cause the payment by such account debtor to be delivered (or wired) to such lockbox account or blocked account, as applicable.

4.15 Treasury Services. Maintain all of its deposit accounts with the Lender and utilize the Lender as its primary depository bank for treasury, cash management and deposit services; provided, however, that this Section 4.15 shall not apply to Borrower's Subsidiary.

ARTICLE V NEGATIVE COVENANTS

So long as any Revolving Commitment shall remain outstanding, any Revolving Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than contingent indemnification obligations for which no claim has been asserted), the Borrower shall not, nor shall it permit its Subsidiary to, directly or indirectly:

5.01 Liens. Create, incur, assume or suffer to exist any Lien upon any of its Properties, assets or revenues, whether now owned or hereafter acquired, other than the following:

- (a) Liens pursuant to any Loan Document;
- (b) Liens existing on the date hereof and listed on Schedule 5.01 and any renewals or extensions thereof, provided that (i) the property covered thereby is not changed, (ii) the amount secured or benefited thereby is not increased, (iii) the direct or any contingent obligor with respect thereto is not changed, and (iv) any renewal or extension of the obligations secured or benefited thereby is permitted by Section 5.03(c);
- (c) Excepted Liens;
- (d) Liens securing Indebtedness permitted under Section 5.03(f); provided that (i) such Liens do not at any time encumber any Property other than the property financed by such Indebtedness (and the proceeds thereof), (ii) the Indebtedness secured thereby does not exceed the cost or fair market value, whichever is lower, of the Property being acquired on the date of acquisition and (iii) such Liens attach to such Property concurrently with or within 90 days after the acquisition thereof;
- (e) any interest of title of a lessor under, and Liens arising from UCC financing statements (or equivalent filings, registrations or agreements in foreign jurisdictions) relating to, leases permitted by this Agreement;
- (f) Liens deemed to exist in connection with Investments in repurchase agreements permitted under Section 5.02;
- (g) normal and customary rights of setoff upon deposits of cash in favor of banks or other depository institutions;

(h) Liens of a collecting bank arising under Section 4-210 of the UCC on items in the course of collection;

(i) Liens on the Borrower's insurance policies and the proceeds thereof securing solely the financing provided by the issuer of such policy to the Borrower, or such issuer's designated financier, of the premiums with respect thereto;

(j) Licenses and sublicenses of intellectual property granted to third parties in the ordinary course of business; and

(k) Liens securing Indebtedness outstanding under the Prepetition Credit Agreement.

5.02 Investments. Purchase, hold or acquire (including pursuant to any merger with any Person that was not a Wholly-Owned Subsidiary prior to such merger) any capital stock, evidences of indebtedness or other securities (including any option, warrant or other right to acquire any of the foregoing) of, make or permit to exist any loans or advances to, Guarantee any Indebtedness of, or make or permit to exist any Investment or any other interest in, any other Person, except:

(a) Investments held by the Borrower in the form of cash or Cash Equivalents;

(b) advances to officers, directors and employees of the Borrower in an aggregate amount not to exceed \$10,000 at any time outstanding, for travel, entertainment, relocation and analogous ordinary business purposes;

(c) Investments existing as of the date of this Agreement and set forth in Schedule 5.02;

(d) Investments of the Borrower in its Subsidiary;

(e) Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business, and Investments received in satisfaction or partial satisfaction thereof from financially troubled account debtors to the extent reasonably necessary in order to prevent or limit loss;

(f) extensions of trade credit in the ordinary course of business; and

(g) Guarantees permitted by Section 5.03.

5.03 Indebtedness. Create, incur, assume or suffer to exist any Indebtedness, and not permit its Subsidiary to create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness under the Loan Documents and other Indebtedness owing to the Lender or any of its Affiliates;

(b) (i) intercompany Indebtedness of the Borrower owing to a Subsidiary and (ii) intercompany Indebtedness of any Subsidiary owing to the Borrower provided that such Indebtedness under this subclause (ii) would, with respect to the Borrower, be a permitted Investment pursuant to Section 5.02;

(c) Funded Indebtedness outstanding as of the date of this Agreement and set forth in Schedule 5.03 and renewals, refinancings and extensions thereof, provided that no such Indebtedness shall be refinanced for a principal amount in excess of the principal balance outstanding thereon at the time of such refinancing;

(d) trade accounts payable incurred in the ordinary course of business;

(e) purchase money Indebtedness incurred by the Borrower or its Subsidiary after the Closing Date to finance the purchase of equipment and other fixed assets, and renewals, refinancings and extensions thereof, provided that (i) the total of all such Indebtedness for the Borrower and its Subsidiary shall not exceed an aggregate principal amount of \$500,000 at any one time outstanding; (ii) such Indebtedness when incurred shall not exceed the purchase price of the asset or assets financed; and (iii) no such Indebtedness shall be refinanced for a principal amount in excess of the principal balance outstanding thereon at the time of such refinancing;

(f) Indebtedness incurred in connection with the financing of insurance premiums in the ordinary course of business of the Borrower or its Subsidiary;

(g) Indebtedness in respect of netting services, overdraft protection services and otherwise in connection with deposit accounts, so long as such Indebtedness is incurred in the ordinary course of business;

(h) Guarantees with respect to Indebtedness permitted under clauses (a) through (i) of this Section 5.03;

(i) Working capital Indebtedness (but not term loan Indebtedness) of Borrower's Subsidiary; and

(j) Indebtedness outstanding under the Prepetition Credit Agreement.

5.04 Mergers; Fundamental Changes.

(a) Merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favor of any Person; provided that, notwithstanding the foregoing provisions of this Section 5.04 but subject to the terms of Sections 4.12 and 4.14, (i) the Subsidiary of the Borrower may merge or consolidate with the Borrower (provided, in the case of a merger of the Borrower is the survivor thereof), (ii) the Borrower's Subsidiary may dissolve, liquidate or wind up its affairs at any time provided that such dissolution, liquidation or winding up, as applicable, could not have a Material Adverse Effect, and (iii) the Borrower's Subsidiary

may Dispose of all or substantially all of its assets (upon voluntary liquidation or otherwise) to the Borrower; or

(b) Engage in any material line of business substantially different from those lines of business conducted by the Borrower and its Subsidiary on the date of this Agreement or any business substantially related or incidental thereto.

5.05 Dispositions. Make any Disposition of any of its Properties, except for:

- (a) Permitted Transfers; and
- (b) Dispositions permitted by Section 5.04(a).

5.06 Distributions. Declare or make, directly or indirectly, any Distribution or incur any obligation (contingent or otherwise) to do so.

5.07 Transactions with Affiliates and Insiders. Enter into or permit to exist any transaction or series of transactions with any executive officer, director or Affiliate of such Person other than:

- (a) advances of working capital to the Borrower;
- (b) transfers of cash and assets to the Borrower;
- (c) intercompany transactions expressly permitted by Section 5.02, Section 5.03, Section 5.04, Section 5.05, Section 5.06 or Section 5.11;
- (d) any issuance of Equity Interests of such Person pursuant to the exercise of options or warrants, or any issuance of Equity Interests of such Person pursuant to the conversion of any debt securities to equity or the conversion of any class equity securities to any other class of equity securities, or any issuance of options or warrants relating to Equity Interests of such Person, including any issuance under any executive incentive compensation plan; or
- (e) except as otherwise specifically limited in this Agreement, other transactions which are entered into in the ordinary course of such Person's business on terms and conditions substantially as favorable to such Person as would be obtainable by it in a comparable arm's-length transaction with a Person other than an officer, director or Affiliate.

5.08 Burdensome Agreements.

(a) Enter into, or permit to exist, any Contractual Obligation that encumbers or contractually restricts the ability of such Person to make or pay Distributions to the Borrower or its Subsidiary on its Equity Interests or with respect to any other interest or participation in, or measured by, its profits.

(b) Enter into, or permit to exist, any Contractual Obligation that prohibits or otherwise restricts the existence of any Lien upon any of its Property in favor of the Lender for the purpose of securing the Obligations, whether now owned or hereafter acquired, or requiring the grant of any security for any obligation if such Property is given as security for the Obligations, except (i) any document or instrument governing Indebtedness incurred pursuant to Section 5.03(g), provided that any such restriction contained therein relates only to the asset or assets (and the proceeds thereof) constructed or acquired in connection therewith; (ii) in connection with any Permitted Lien or any document or instrument governing any Permitted Lien, provided that any such restriction contained therein relates only to the asset or assets subject to such Permitted Lien; (iii) pursuant to customary restrictions and conditions contained in any agreement relating to the sale of any property permitted under Section 5.05, pending the consummation of such sale; (iv) customary provisions restricting subletting or assignment of any lease governing a leasehold interest; (v) customary "anti-assignment" restrictions in contracts entered into in the ordinary course of business provided such restrictions apply only to the assignment of such contract and would be ineffective against the Lender to the extent provided in UCC Sections 9-406 or 9-408; and (vi) customary provisions in partnership agreements, limited liability company organizational governance documents, asset sale and stock sale agreements and other similar agreements entered into in the ordinary course of business that restrict the transfer of ownership interests in such partnership, limited liability company or similar person.

5.09 Organizational Documents; Fiscal Year, Legal Name, State of Formation and Form of Entity.

(a) Amend, modify or change its Organizational Documents.

(b) Change its fiscal year.

(c) Without providing 10 days' prior written notice to the Lender, change its name, state of formation or form of organization.

5.10 Sale and Leaseback Transactions. Enter into any Sale and Leaseback Transaction.

5.11 INTENTIONALLY OMITTED.

ARTICLE VI
FINANCIAL COVENANTS

So long as any Revolving Commitment shall remain outstanding, any Revolving Loan or other Obligation hereunder shall remain unpaid or unsatisfied (other than contingent indemnification obligations for which no claim has been asserted):

6.01 Accounts Receivable; Inventory. The Borrower shall at all time maintain accounts receivable (at face value) of at least \$600,000 and shall at all times maintain inventory (at cost) of at least \$1,000,000.

ARTICLE VII
CLOSING; CONDITIONS PRECEDENT

7.01 Conditions to Closing. The obligation of the Lender to make Credit Extensions hereunder is subject to satisfaction of the following conditions precedent as of or prior to the Closing Date:

(a) Loan Documents. The Lender shall have received executed counterparts of this Agreement and the other Loan Documents, each properly executed by a Responsible Officer of the Borrower.

(b) Organizational Documents and Resolutions. The Lender shall have received the following, each of which shall be originals or facsimile or electronic copies in "PDF" or "TIF" format (followed promptly by originals), in form and substance satisfactory to the Lender and its legal counsel:

(i) copies of the certificate of formation of the Borrower, certified by the Secretary of State (or equivalent Governmental Authority) of the state or jurisdiction of its formation or incorporation;

(ii) copies of the limited liability company agreement, operating agreement or other governing agreement of the Borrower as in effect on the Closing Date, certified by the secretary of the Borrower to be true and correct as of the Closing Date;

(iii) such certificates of resolutions or other action, incumbency certificates and/or other certificates of Responsible Officers of the Borrower as the Lender may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with this Agreement and the other Loan Documents; and

(iv) such good standing certificates and other certifications as the Lender may reasonably require to evidence that the Borrower is duly organized or formed, validly existing, in good standing and duly qualified or registered to engage in business in its state or jurisdiction of organization or formation, the state or jurisdiction of its principal place of business and each other jurisdiction where its ownership, lease or operation of properties or the conduct of its business

requires such qualification or registration, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

(c) Perfection and Priority of Liens. The Lender shall have received:

(i) searches of UCC filings in the jurisdiction of formation of the Borrower where a filing would need to be made in order to perfect the Lender's security interest in the Personal Property Collateral and copies of the financing statements on file in such jurisdictions;

(ii) evidence that no Liens exist on any of the Collateral or other Property of the Borrower, other than Permitted Liens (such evidence to include UCC termination statements with respect to all effective financing statements covering any portion of the Collateral).

(d) Flood Certificates. The Lender shall have received completed flood hazard certificates on FEMA Form 81-93 evidencing that neither of the Mortgaged Properties is located in any flood plain or special flood hazard area or, if so located the Borrower has flood insurance coverage reasonably acceptable to the Lender.

(e) Evidence of Insurance. The Lender shall have received copies of insurance policies or certificates of insurance of the Borrower evidencing liability and casualty insurance meeting the requirements set forth in the Loan Documents, including, but not limited to, naming the Lender as additional insured (in the case of liability insurance) or loss payee (in the case of hazard insurance).

(f) Litigation. Other than the Bankruptcy Proceedings, there shall not exist any action, suit, investigation or proceeding pending or threatened in any court or before an arbitrator or Governmental Authority that could reasonably be expected to have a Material Adverse Effect.

7.02 Conditions to All Credit Extensions. The obligation of the Lender to honor any Request for Credit Extension is subject to the following conditions precedent:

(a) Representations and Warranties. The representations and warranties of the Borrower contained in Article III of this Agreement or any other Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) on and as of the date of such Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of such earlier date, and except that for purposes of this section, the representations and warranties contained in subsection (a) of Section 3.05 of the Credit Agreement shall, as applicable, be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b), respectively, of Section 4.01 of this Agreement.

(b) No Default. No Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds thereof.

(c) Request for Credit Extension. The Lender shall have received a Request for Credit Extension.

(d) Other Certificates. The Borrower shall have provided the Lender with such reports, information, financial statements, and other documents as the Lender may reasonably request to evidence the Borrower's compliance with the terms and conditions of this Agreement and all other Loan Documents.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

8.01 Events of Default. Any of the following shall constitute an Event of Default:

(a) Non-Payment. If the Borrower fails to pay (i) when and as required to be paid herein, any amount of principal of or interest on any Revolving, or any fee due hereunder, or (ii) within five days after the same becomes due, any fee or other amount payable hereunder or under any other Loan Document; or

(b) Specific Covenants. If the Borrower fails to perform or observe any term, covenant or agreement contained in any of Section 4.01, 4.02, 4.03, 4.05, 4.10, 4.11, 4.12 or 4.14 or Article V or Article VI; or

(c) Other Defaults. If the Borrower fails to perform or observe any other covenant or agreement (not specified in subsection (a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for 30 days after the earlier of (i) the Borrower becoming aware of such failure or (ii) the Lender notifying the Borrower of such failure; or

(d) Representations and Warranties. If any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Borrower herein, in any other Loan Document, or in any document delivered in connection herewith or therewith shall be incorrect or misleading in any material respect when made or deemed made; or

(e) INTENTIONALLY OMITTED

(f) Judgments. If there is entered against the Borrower or its Subsidiary (i) one or more final judgments or orders for the payment of money in an aggregate amount exceeding the Threshold Amount (to the extent not covered by independent third-party insurance as to which the insurer does not dispute coverage), or (ii) any one or more non-monetary final judgments that have, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) there is a period of 10 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect; or

(g) ERISA. If (i) an ERISA Event occurs with respect to a Pension Plan or Multiemployer Plan which has resulted or could reasonably be expected to directly result in liability of the Borrower under Title IV of ERISA to the Pension Plan, Multiemployer Plan or the PBGC in an aggregate amount in excess of the Threshold Amount, or (ii) the Borrower or any ERISA Affiliate fails to pay when due, after the expiration of any applicable grace period, any installment payment with respect to its withdrawal liability under Section 4201 of ERISA under a Multiemployer Plan in an aggregate amount in excess of the Threshold Amount; or

(h) Invalidity of Loan Documents. If any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all the Obligations, ceases to be in full force and effect; or the Borrower or any other Person contests in any manner the validity or enforceability of any Loan Document; or the Borrower denies that it has any or further liability or obligation under any Loan Document, or purports to revoke, terminate or rescind any Loan Document, or any Lien with respect to any material portion of the Collateral intended to be secured thereby ceases to be, or subject to Section 5.01, is not, valid, perfected and prior to all other Liens or is terminated, revoked or declared void; or

(i) INTENTIONALLY OMITTED.

(j) Termination Event. The occurrence of any Termination Event.

8.02 Remedies Upon Event of Default. Upon the occurrence of any Event of Default or at any time thereafter during the continuation thereof but subject to any requirements or limitation of the Bankruptcy Code or any Bankruptcy Court Order, the Lender may take any or all of the following actions:

(a) declare the Revolving Commitment and any obligation of the Lender to make Revolving Loans to be terminated, whereupon such Commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Revolving Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrower;

(c) realize or foreclose upon the Collateral or any portion or part of the Collateral in any order; and

(d) exercise all rights and remedies available to it under the Loan Documents or applicable Law.

8.03 Application of Funds. After the exercise of remedies provided for in Section 8.02 (or after the Revolving Loans have automatically become immediately due and payable), any amounts received on account of the Obligations shall be applied by the Lender in the following

order (unless the Bankruptcy Court Order specifies a different order, in which case the Bankruptcy Court Order shall govern).

First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Lender and amounts payable under Section 2.13) payable to the Lender;

Second, to payment of that portion of the Obligations constituting interest on the Revolving Loans and interest accrued on any other Obligations owing to the Lender or any Affiliate of the Lender;

Third, to payment of that portion of the Obligations constituting unpaid principal of the Revolving Loans; and

Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrower or as otherwise required by Law.

8.04 Marshalling; Waivers. The Borrower waives any right it may have to require marshaling of assets or Collateral for repayment of the Obligations in the event of the occurrence of any Event of Default. The Borrower waives any and all rights it may have under 12 Okla. Stat. § 686 or any other applicable law that may require or arguably require the Lender to proceed first against any Collateral or portion of the Collateral in lieu of or prior to proceeding against the Borrower. The Borrower also waives any right under 12 Okla. Stat. § 686 or under any other applicable law to obtain credit for the fair market value of the Property secured by any of the Collateral Documents, even if such Collateral Document is released by the Lender, unless the Lender forecloses the particular Lien represented by such Collateral Document and the Property encumbered by such Collateral Document is sold at sheriff's sale or by power of sale pursuant to such Collateral Document. The terms of this Section 8.04 shall survive any release of any Collateral Document and shall remain in effect between the Lender and the Borrower as long as any Obligations exist in any form.

ARTICLE IX EXPENSES AND INDEMNITY

9.01 Costs and Expenses. The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Lender and its Affiliates (including the reasonable fees, charges and disbursements of counsel for the Lender), in connection with the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), and (ii) all reasonable out-of-pocket expenses incurred by the Lender (including the reasonable fees, charges and disbursements of any outside counsel for the Lender), in connection with the enforcement or protection of its rights (A) in connection with this Agreement and the other Loan Documents, including its rights under this Section 9.01, or (B) in connection with the Revolving Loans made hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Revolving Loans.

9.02 Indemnification by the Borrower. The Borrower shall indemnify the Lender and each Related Party of the Lender (each such Person being called an "Indemnatee") against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnatee), and shall indemnify and hold harmless each Indemnatee from all fees and time charges and disbursements for attorneys who may be employees of any Indemnatee, incurred by any Indemnatee or asserted against any Indemnatee by any third party or by the Borrower arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, or the administration of this Agreement and the other Loan Documents, (ii) any Revolving Loan or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any Property owned or operated by the Borrower, or any Environmental Liability related in any way to the Borrower, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Borrower, and regardless of whether any Indemnatee is a party thereto; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnatee or (y) result from a claim brought by the Borrower against an Indemnatee for breach in bad faith of such Indemnatee's obligations hereunder or under any other Loan Document, if the Borrower has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction.

9.03 Waiver of Consequential Damages. To the fullest extent permitted by applicable law, the Borrower shall not assert, and the Borrower hereby waives, any claim against any Indemnatee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, any Revolving Loan or the use of the proceeds thereof. No Indemnatee referred to in subsection (b) above shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

9.04 Payments. All amounts due under this Article IX shall be payable not later than ten Business Days after demand therefor.

9.05 Survival. The agreements in this Article IX shall survive the termination of the Revolving Commitments and the repayment, satisfaction or discharge of the Obligations.

ARTICLE X
INTENTIONALLY OMITTED

ARTICLE XI
MISCELLANEOUS

11.01 Amendments. No amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by the Borrower therefrom, shall be effective unless in writing signed by the Lenders and the Borrower, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

11.02 Notices and Other Communications; Facsimile Copies.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in subsection (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier or e-mail as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrower:

Fintube, LLC
555 W. 41st Street
Tulsa, Oklahoma 74107-7012
Attention: Michael D. Mann
Telephone: 918-445-4069
Telecopier: 918-445-4009
Electronic Mail: mmann@fintube.net

With copy to:

Doerner Saunders Daniel & Anderson
2 West 2nd Street, Suite 700
Tulsa, OK 74103-3117
Attn: Sam G. Bratton
Telephone: 918-591-5215
Telecopier: 918-925-5215
Email: sbratton@dsla.com

(ii) if to the Lender:

BOKF, NA
Bank of Oklahoma Tower
P. O. Box 2300

Tulsa, Oklahoma
Attention: Michael Leatherland
Telephone: 918 588-6079
Electronic Mail: mleatherland@bokf.com

Notices sent by hand or overnight courier service, or mailed by certified mail, shall be deemed to have been given when received. Notices sent by telecopier shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient.

(b) Change of Address. Each of the Borrower and the Lender may change its address, telecopier or telephone number for notices and other communications hereunder by notice to the other party hereto.

11.03 No Waiver; Cumulative Remedies. No failure by the Lender to exercise, and no delay by the Lender in exercising, any right, remedy, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

11.04 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Lender, or the Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

11.05 Successors and Assigns. The provisions of this Agreement and the other Loan Documents shall be binding upon and inure to the benefit of the parties hereto and thereto and their respective successors and assigns permitted hereby, except that (i) the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder or thereunder, and (ii) the Lender may not assign or otherwise transfer any of its rights or obligations hereunder or thereunder without the prior written consent of the Borrower (such consent not to be unreasonably withheld or delayed and such consent not to be required if any Event of Default has occurred and is then continuing). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors

and assigns permitted hereby, any participants in the Loans (to the extent provided in Section 11.06), and the Related Parties of the Lender) any legal or equitable right, remedy or claim under or by reason of this Agreement, except as provided for in Section 11.13.

11.06 Participations.

(a) Sale of Participations. The Lender may at any time, without the consent of, or notice to, the Borrower, sell participations to any Person (each, a "Participant") in all or a portion of the Lender's rights and/or obligations under this Agreement (including all or a portion of its Revolving Commitment and/or the Revolving Loans owing to it); provided that (i) the Lender's obligations under this Agreement shall remain unchanged, (ii) the Lender shall remain solely responsible to the Borrower for the performance of such obligations, and (iii) the Borrower shall continue to deal solely and directly with the Lender in connection with its rights and obligations under this Agreement. The Borrower agrees that, subject to the terms of the agreements of participation, each Participant will be entitled to rely on the terms of this Agreement and the other Loan Documents as fully as if such Participant had been named as the holder of the Revolving Note and a party to the other Loan Documents.

(b) Register. The Borrower hereby designates the Lender, and the Lender agrees, to serve as the agent of the Borrower, solely for purposes of this Section 11.06 to maintain a register for the recordation of the names and addresses of Participants and the principal amount of the Revolving Loans owing to Participants pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and Borrower, the Lender and the Participants may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Participant hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and the Participants at any reasonable time and from time to time upon reasonable prior notice.

11.07 Treatment of Certain Information; Confidentiality. The Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its Affiliates and to its and its Affiliates' respective partners, directors, officers, employees, Lenders, advisors and representatives relating to Revolving Loans outstanding under this Agreement (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority, such as the National Association of Insurance Commissioners), (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 11.07, to any Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (g) with the consent of the Borrower, and (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section 11.07 or (y) becomes available to the Lender or any of its Affiliates on a

nonconfidential basis from a source other than the Borrower. For purposes of this Section 11.07, "Information" means all information received from the Borrower and its Subsidiary relating to the Borrower or its Subsidiary or any of their respective businesses, other than any such information that is available to the Lender on a nonconfidential basis prior to disclosure by the Borrower or any Subsidiary, provided that, in the case of information received from the Borrower, or its Subsidiary after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section 11.07 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

11.08 Set-off. If an Event of Default shall have occurred and be continuing, the Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency, but excluding deposit accounts used solely for payroll and withholding tax purposes and identified to the Lender as such) at any time held and other obligations (in whatever currency) at any time owing by the Lender or any such Affiliate to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower now or hereafter existing under this Agreement or any other Loan Document to the Lender, irrespective of whether or not the Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower may be contingent or unmatured or are owed to a branch or office of the Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of the Lender and its Affiliates under this Section 11.08 are in addition to other rights and remedies (including other rights of setoff under applicable Law) that the Lender or its Affiliates may have. The Lender agrees to notify the Borrower promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

11.09 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or by electronic communication in electronic format ("PDF" or "TIF") shall be effective as delivery of a manually executed counterpart of this Agreement.

11.10 Survival of Representations and Warranties. All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Lender, regardless of any investigation made by the Lender and notwithstanding that the Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Revolving Loan or any other Obligation hereunder shall remain unpaid or unsatisfied.

11.11 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11.12 Documents and Certifications by Responsible Officers. Any document delivered or certification made hereunder that is signed or made by a Responsible Officer of the Borrower shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of the Borrower and such Responsible Officer shall be conclusively presumed to have acted on behalf of the Borrower (and not in his or her individual capacity). Any certification made or delivered hereunder by a Responsible Officer is understood to be made by such Responsible Officer on behalf of the Borrower (and not in his or her individual capacity), and any Responsible Officer of the Borrower shall be entitled to the benefits of this Section 11.12.

11.13 Governing Law; Jurisdiction; Etc.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF OKLAHOMA, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAWS.

(b) INTENTIONALLY OMITTED.

(c) INTENTIONALLY OMITTED.

(d) INTENTIONALLY OMITTED.

11.14 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, LENDER OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.14.

11.15 USA PATRIOT Act Notice. The Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the names and addresses of the Borrower and other information that will allow the Lender to identify the Borrower in accordance with the Act.

11.16 Bankruptcy. The parties acknowledge that the Borrower is a debtor in possession in the Bankruptcy Proceedings. This Agreement and the other Loan Documents must be approved by the Bankruptcy Court and the terms of any interim or final order approving such borrowing and the use of cash collateral are incorporated by reference herein and therein. To the extent that a provision of this Agreement or any other Loan Document is in conflict with a Bankruptcy Court Order or Rule of the Bankruptcy Court, such Order or Rule will control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES APPEAR ON FOLLOWING PAGE.]

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

BORROWER:

FINTUBE, LLC, Debtor in Possession

By: _____
Michael D. Mann
President and CFO

LENDER:

BOKF, NA dba BANK OF OKLAHOMA

By: _____
Name:
Title:

Schedule 3.13**SUBSIDIARIES**

Subsidiary	Jurisdiction of Incorporation or Formation	Immediate Parent(s)	Total Shares or Units Outstanding	Number of Shares/Units Owned	Percentage Owned
Aletas y Birlos, S. de R.L. de C.V.	Mexico	Fintube, LLC	Two equity quotas with a value of MXP\$24,784,226.00 Mexican Pesos, forming the entirety of the corporate capital.	One equity quota with a value of MXP\$24,784,225.00 Mexican pesos of the corporate capital	99.999995%
		Fintube Holdings, LLC		One equity quota with a value of MXP\$1.00 Mexican Peso of the corporate capital	0.000005%

Schedule 3.19(a)

LOCATIONS OF REAL PROPERTY

- 4150 S. Elwood, Tulsa, Oklahoma (owned).
- 555 West 41st Street, Tulsa, Oklahoma (owned) [Parcel 1].
- 439 West 41st Street, Tulsa, Oklahoma (leased) [Parcel 2].

Schedule 3.19(b)

LOCATIONS OF TANGIBLE PERSONAL PROPERTY

- 4150 S. Elwood, Tulsa, Oklahoma.
- 555 West 41st Street, Tulsa, Oklahoma.
- 439 West 41st Street, Tulsa, Oklahoma.

Schedule 3.19(c)

LOCATIONS OF CHIEF EXECUTIVE OFFICE, TAXPAYER IDENTIFICATION NUMBER, AND ORGANIZATIONAL IDENTIFICATION NUMBER

Name	Chief Executive Office	Taxpayer Identification Number	Organizational Identification Number
Fintube, LLC	555 W. 41 st Street Tulsa, Oklahoma 74107-7012	27-3121928	4849660

Schedule 5.01

EXISTING LIENS

Liens securing Indebtedness outstanding under the Prepetition Loan Agreement.

Schedule 5.02

EXISTING INVESTMENTS

See Schedule 3.13

Schedule 5.03

EXISTING INDEBTEDNESS

Indebtedness outstanding under the Prepetition Loan Agreement.

Exhibit A

FORM OF LOAN REQUEST

Date: _____, 20__

To: BOKF, NA dba Bank of Oklahoma (the "Lender").

Re: Post Petition Credit Agreement dated as of June 30, 2017 (as it may be amended, restated, extended, supplemented or otherwise modified in writing from time to time, the "Credit Agreement") between Fintube, LLC, a Delaware limited liability company and a Debtor in Possession (the "Borrower"), and the Lender. Capitalized terms used herein have the respective meanings assigned to them in the Credit Agreement.

Ladies and Gentlemen:

The undersigned Borrower hereby requests that a Revolving Loan be made by the Lender in accordance with the Credit Agreement as follows:

1. On _____ (a Business Day).
3. In the amount of \$ _____ (at least \$10,000 or a whole multiple in excess thereof).

The undersigned Borrower hereby certifies that this request complies with Section 2.03 of the Credit Agreement.

FINTUBE, LLC, Debtor in Possession

By: _____
Name: _____
Title: _____

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

In re

FINTUBE, LLC,

Debtor.

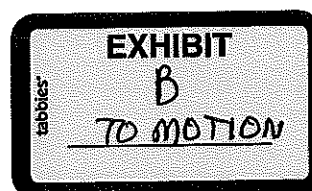
Case No. 17-11274-M

Chapter 11



INTERIM ORDER AUTHORIZING DEBTOR IN POSSESSION TO (I) OBTAIN POST-PETITION FINANCING PURSUANT TO SECTION 364 OF THE BANKRUPTCY CODE, (II) GRANT LIENS, SECURITY INTERESTS AND SUPERPRIORITY CLAIMS, (III) USE CASH COLLATERAL PURSUANT TO SECTIONS 105, 361, 362, 363, 503 AND 507 OF THE BANKRUPTCY CODE, (IV) PROVIDE ADEQUATE PROTECTION AND (V) SCHEDULE FINAL HEARING

Upon the motion (the "Motion") dated June 27, 2017 (Doc. No. 4) of debtor and debtor in possession Fintube, LLC ("Fintube" or the "Debtor"), (a) requesting entry of an order authorizing the Debtor pursuant to Sections 364(c) and 364(d) of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended, the "Bankruptcy Code") and Rules 2002, 4001(c) and (d) and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") to, inter alia, (i) obtain post-petition financing (the "DIP Facility") pursuant to the terms of the DIP Loan Documents (as defined below) from its prepetition senior secured lender BOKF, NA dba Bank of Oklahoma ("BOK", and in BOK's capacity as the DIP Facility lender, sometimes referred to as the "DIP Lender"), (ii) grant DIP Lender, pursuant to Bankruptcy Code §§ 364(c) and 364(d), first priority lien in all of the Debtor's currently owned and after-acquired property to secure the Debtor's obligations under the DIP Facility; and (iii) grant DIP Lender priority in payment with respect to the obligations incurred in connection with the DIP Facility over any and all administrative expenses of the kinds specified in Bankruptcy Code §§ 503(b) and 507(b), other than as described below; (b) seeking this Court's authorization to use any Cash Collateral (defined below) in which BOK has an interest, pursuant to Bankruptcy Code § 363(c) and to provide adequate protection,



pursuant to Bankruptcy Code §§ 361, 362(d), 363(c) and (m), 503(b) and 507(b) to BOK; (c) seeking a preliminary hearing on shortened and limited notice (the “Preliminary Hearing”) on the Motion to consider entry of an interim order pursuant to Bankruptcy Rule 4001 (the “Interim Order”) authorizing the Debtor to borrow under the Post petition Financing the amounts set forth in the Approved Budget (as defined below), upon the terms and conditions set forth in the Interim Order pending the Final Hearing referred to below; and (d) requesting that a final hearing (the “Final Hearing”) be scheduled by this Court to consider entry of a final order (the “Final Order”) authorizing on a final basis, inter alia, the DIP Facility and use of the Cash Collateral; and

FINDING THAT due and sufficient notice of the Motion under the circumstances having been given; and the Preliminary Hearing on the Motion having been held before this Court on June 30, 2017; and upon the record of this Chapter 11 Case, including without limitation, the records made at the Preliminary Hearing ; and with the provisions of Paragraphs E-J below to constitute acknowledgements, admissions, stipulations, and representations by the Debtor and BOK; and this Court having found good and sufficient cause appearing therefor;

Based on the record established at the Preliminary Hearing, the Court hereby makes the following findings of fact and conclusions of law:¹

A. Filing Date. On June 26, 2017 (the “Petition Date”), the Debtor filed a voluntary petition for relief with this Court under chapter 11 of the Bankruptcy Code (the “Chapter 11 Case”);

¹ Findings of fact shall be construed as conclusions of law, and conclusions of law shall be construed as findings of fact, pursuant to Bankruptcy Rule 7052.

B. Debtor in Possession. The Debtor is continuing in possession of its property, and operating and managing its businesses, as debtor-in-possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code;

C. Notice. The Debtor gave due and sufficient notice of the request for interim relief in the Motion pursuant to the Bankruptcy Rules, Local Bankruptcy Rules, and the Order of the Court shortening and limiting notice thereof;

D. Jurisdiction; Venue. This Court has jurisdiction over the Chapter 11 Case and the Motion pursuant to 28 U.S.C. §§ 157(b) and 1334. Consideration of the Motion constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2), upon which this Court has constitutional authority to enter a final judgment.

E. Prepetition First Priority Secured Debt with BOK. BOK and the Debtor are parties to the loan documents described on Schedule 1 attached hereto (collectively, the “Prepetition BOK Loan Documents”).

F. Stipulations. In requesting the DIP Facility under the DIP Loan Documents (defined below), the Debtor permanently, immediately, and irrevocably acknowledges, represents, stipulates, and agrees, that:

(a) BOK asserts that pursuant to the Prepetition BOK Loan Documents, including without limitation, all Obligations of the Debtor to BOK of any kind or nature under the Prepetition BOK Loan Documents (the “Outstanding Obligations”) are secured by a first priority, properly perfected blanket security interest (the “Prepetition Liens”) in substantially all of the Debtor’s assets as of the Petition Date, including without limitation, real property generally located at West 41st Street South and South Elwood Avenue in Tulsa, Oklahoma; all inventory, chattel paper, accounts, equipment, and general

intangibles; all bank and depository accounts at BOK and all funds on deposit therein; all proceeds, products, accounts, and other rights arising of the of a sale, lease, consignment or other disposition of any of the foregoing property; and all records and data related to any of the forgoing property (the “Prepetition Collateral”);

(b) BOK asserts that the Debtor is truly and justly indebted to BOK as under the Prepetition BOK Loan Documents, and that as of the Petition Date, such liability to BOK was at least \$4,095,109 (the “Prepetition Indebtedness”);

(c) BOK asserts that by reason of the Prepetition BOK Loan Documents, (i) the Prepetition Indebtedness is secured by valid, properly perfected and enforceable liens and security interests granted by the Debtor to BOK upon and in the Prepetition Collateral; (ii) the liens held by BOK securing the Prepetition Indebtedness are senior to all other security interests in the Prepetition Collateral; (iii) the claims, liens and security interests held by BOK may not be avoided or set aside; and (iv) there are no other secured creditors who have perfected an interest in any property of the Debtor by a UCC-1 filing in Delaware;

(d) BOK asserts that as of the date hereof, the Debtor has no claims, defenses or causes of action against BOK with respect to, in connection with, related to, or arising from the Prepetition BOK Loan Documents.

(e) For the purposes of interim consideration of the Motion only, the Debtor does not contest BOK’s assertions in the preceding sub-paragraphs (a) through (d). Debtor reserves the right to subsequently contest the same but agrees that any such action to contest these issue must be taken by the Debtor on or before the entry of a Final Order on the Motion. Any waiver by the Debtor regarding (a)-(d) above shall not be binding on any creditors committee subsequently appointed, or any other party or entity in the case.

G. Cash Collateral. For purposes of this Order, the term “Cash Collateral” shall mean and include all “cash collateral,” as defined in section 363 of the Bankruptcy Code, in which BOK has liens, security interests, or other interests whether existing on the Petition Date or hereafter created. The Debtor requires use of Cash Collateral to operate its business. Without the use of Cash Collateral, the Debtor will not be able to meet its cash requirements for working capital needs, which will result in an immediate shutdown of the Debtor’s businesses. BOK does not consent to the use of Cash Collateral except on the terms and for the purposes specified herein.

H. Purpose and Necessity of Financing. Given the Debtor’s current financial condition, the Debtor is unable to operate by using only Cash Collateral. Moreover, the Debtor is unable to obtain unsecured credit allowable under Bankruptcy Code § 503(b)(1) as an administrative expense. Financing on a post-petition basis is not otherwise available without the Debtor granting, pursuant to Bankruptcy Code § 364(c)(1), claims having priority over any and all administrative expenses of the kinds specified in §§ 503(b) and 507(b) of the Bankruptcy Code, other than as described below, and securing such indebtedness and obligations with the security interests in and the liens upon the property described below pursuant to §§ 364(c) and 364(d) of the Bankruptcy Code.

I. Good Faith. Based on the record presented to this Court by the Debtor, it appears that the DIP Facility and use of Cash Collateral have been negotiated in good faith and at arm’s-length between the Debtor and BOK, and any credit extended and loans made to the Debtor pursuant to the Interim Order shall be deemed to have been extended, issued or made, as the case may be, in good faith as required by, and within the meaning of, § 364(e) of the Bankruptcy Code.

J. Good Cause and Consideration. Based on the record before this Court, it appears that the terms of this Order, including, without limitation, the terms of the DIP Facility and use

of Cash Collateral, are fair and reasonable, reflect the Debtor's exercise of prudent business judgment consistent with its fiduciary duties, and are supported by reasonably equivalent value and fair consideration. The permission granted herein to use Cash Collateral and obtain the DIP Facility and obtain funds thereunder is necessary to avoid immediate and irreparable harm to the Debtor. This Court concludes that entry of this Order is in the best interests of the Debtor's estates and creditors as its implementation will, among other things, allow for the flow of supplies and services to the Debtor necessary to sustain the Debtor's business operations and enhance the Debtor's prospects for a successful completion of the Chapter 11 Case.

Based upon the foregoing findings and conclusions, and upon the record made before this Court in this Chapter 11 Case, and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED DETERMINED AND DECREED that:

1. Motion Granted. The Motion is granted on an interim basis, subject to the terms and conditions set forth in this Order.

2. Authorization. The Debtor is expressly authorized and empowered to (i) obtain the post-petition financing via the DIP Facility, use the Cash Collateral, and perform its obligations strictly pursuant to the provisions of this Order; (ii) perform its obligations under the Prepetition BOK Loan Documents as such documents are, or may be, amended and modified pursuant to the terms of this Interim Order, or any subsequent Final Order; and (iii) enter into such other agreements, instruments and documents as may be necessary or required to evidence the obligations to DIP Lender and BOK to consummate the terms and provisions of the Motion and this Order and to evidence perfection of the liens and security interests to be given to DIP Lender and BOK (the Prepetition BOK Loan Documents as modified by this Order and Schedule 2 attached hereto, shall hereinafter be referred to as the "DIP Loan Documents"). DIP Lender agrees

to advance funds under the DIP Facility , as outlined by this Interim Order and Schedule 2 attached hereto. The borrowing(s) made under the revolving credit facility maintained under the DIP Loan Documents (the “DIP Facility”) and all other indebtedness and obligations incurred on or after the Petition Date with respect to loans, advances and any other indebtedness or obligations, contingent or absolute pursuant to the Interim Order and the DIP Loan Documents which may now or from time to time hereafter be owing by the Debtor to DIP Lender (including principal, accrued and unpaid interest, and fees costs and expenses, including without limitation attorney’s fees and expenses) are referred to herein as the “DIP Indebtedness,” and, together with the Prepetition Indebtedness, as the “Indebtedness.” The Debtor and BOK may enter into any nonmaterial amendments of or modification to the DIP Loan Documents without the need of further notice and hearing or order of this Court.

3. Borrowing; Use Cash Collateral. Subject to the Approved Budget (as defined in paragraph 17 below), and the terms and conditions of this Interim Order, any Final Order and the DIP Loan Documents, (a) BOK hereby consents to the Debtor’s limited use of Cash Collateral, and (b) DIP Lender will provide the DIP Facility, on a revolving basis in amounts up to \$800,000, in accordance with the terms of the DIP Loan Documents.

4. Application of Proceeds.

(a) Proceeds or payments received by BOK and/or DIP Lender (other than adequate protection payments set forth herein) shall be applied to the outstanding balance on the DIP Facility, first to all accrued and accruing interest, next to all fees, costs and expenses, and then to principal.

(b) The automatic stay under § 362(a) of the Bankruptcy Code shall be, and it hereby is, modified to the extent necessary to permit BOK to retrieve, collect and apply

payments and proceeds in respect of the Prepetition Collateral and the DIP Facility Collateral (defined below) in accordance with the terms and provisions of this Order and the DIP Loan Documents.

5. Interest, Fees, Costs and Expenses. The DIP Indebtedness shall bear interest at the applicable non-default rate set forth in the DIP Loan Documents. (DIP Lender shall be entitled to recover all of its reasonable attorney's fees and other professional fees as well as all costs and expenses incurred in connection with the DIP Indebtedness to the extent provided in the DIP Loan Documents.)

6. Termination of the DIP Facility. DIP Lender's obligation to provide the DIP Facility shall terminate (except as DIP Lender may otherwise agree in writing in its sole discretion) automatically three (3) business days following BOK's filing of the notice with the Bankruptcy Court pursuant to the terms set forth in paragraph 14(b) below, and all Indebtedness shall be immediately due and payable in cash upon the earliest to occur of the following (the "Termination Event"):

- (i) the date of final indefeasible payment and satisfaction in full in cash of the Indebtedness;
- (ii) the effective date of any confirmed plan of reorganization in the Chapter 11 Case;
- (iii) the consummation of the sale or other disposition of all or substantially all of the assets of the Debtor;
- (iv) the occurrence of any material breach by the Debtor of this Order (including, but not limited to, the Debtor's failure to adhere to the Approved Budget as set forth in ordering paragraph 17 of this Order or violation of any of the covenants provided for in ordering paragraph 19 of this Order), or under any of the DIP Loan Documents;
- (v) the dismissal of the Chapter 11 Case or the conversion of the Chapter 11 Case into a case under Chapter 7 of the Bankruptcy Code;

- (vi) upon and following the entry of an order authorizing the appointment of a trustee or an examiner with enlarged powers (beyond those set forth in § 1106(a)(3) and (4) of the Bankruptcy Code), relating to the operation of the business of the Debtor without the prior written consent of DIP Lender (which consent may be withheld, or, if given revoked, by DIP Lender in its sole discretion), or if any Debtor applies for, consents to, or acquiesces in, any such appointment without the prior written consent of DIP Lender;
- (vii) the Interim Order is stayed, reversed, vacated, amended or otherwise modified in any material respect without the prior written consent of DIP Lender (which consent may be withheld in its sole discretion);
- (viii) the Court enters an order granting a party relief from the automatic stay with respect to any portion of the Prepetition Collateral or the DIP Facility Collateral (defined below); this or any other Court enters an order or judgment in the Chapter 11 Case modifying, limiting, subordinating or avoiding the priority of any Indebtedness or the perfection, priority or validity of BOK's or DIP Lender's Prepetition or DIP Facility Liens (defined below) or imposing, surcharging or assessing against BOK and DIP Lender or their claims or any Prepetition or DIP Facility Collateral (defined below) any fees, costs or expenses, whether pursuant to § 506(c) of the Bankruptcy Code or otherwise;
- (ix) by September 30, 2017 if the Court has not entered an order establishing procedures relating to the conduct of a sale or auction of the Debtor or substantially all of the Debtor's assets;
- (x) by November 30, 2017 if the Court has not entered an order approving the sale Debtor of the Debtor or substantially all of the Debtor's assets;
- (xi) by December 31, 2017 if the Debtor has not closed on the sale approved by the Court.

7. Liens to Secure the DIP Indebtedness. As security for the DIP Indebtedness, DIP Lender is hereby granted, to the extent of the DIP Indebtedness incurred by the Debtor, the following security and liens (the "DIP Facility Liens") in all currently owned or hereafter acquired property and assets of the Debtor of any kind or nature, including without limitation, all collateral of the kinds, categories, and types described in the Prepetition Collateral, which are hereby incorporated by reference, all real property owned by the Debtor, and the proceeds, products, rents and profits of all of the foregoing, except respecting the Debtor's recovery rights under Chapter 5

of the Bankruptcy Code (all of the foregoing, the “DIP Facility Collateral”), subject only to the payment of the Carve Out (as defined in paragraph 15):

(a) Pursuant to Section 364(c)(2) of the Bankruptcy Code, a perfected first priority senior security interest in and lien upon all pre-and post-petition property noted above of the Debtor, whether existing on the Petition Date or thereafter acquired, that, as of the Petition Date, is not subject to valid, perfected and non-avoidable liens;

(b) Pursuant to Section 364(c)(3) of the Bankruptcy Code, a perfected security interest in and lien upon all pre-and post-petition property noted above of the Debtor, whether now existing or hereinafter acquired, that is subject to valid, perfected and unavoidable liens in existence as of the Petition Date or to valid and unavoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by Section 546(b) of the Bankruptcy Code, immediately junior in priority to such valid, perfected and unavoidable liens;

(c) Pursuant to Section 364(d)(1) of the Bankruptcy Code, a perfected first priority senior priming lien (the “Priming Liens”) on all of the DIP Facility Collateral, including the Prepetition Collateral, which shall be senior to all other security interests and liens in property of the Debtor’s estates; and

(d) In addition, neither the Prepetition Liens nor the DIP Facility Liens shall be subject to subordination to any other liens, security interests or claims under Section 510 of the Bankruptcy Code or otherwise.

8. Adequate Protection Liens. As adequate protection of BOK’s interests in the Prepetition Collateral, including use of the Cash Collateral, pursuant to §§ 361, 363 and 552(b) of the Bankruptcy Code, BOK is hereby granted valid, binding, enforceable and perfected additional

and replacement liens (the “BOK Senior Adequate Protection Liens”), to the extent that such liens existed as of the Petition Date, in all property of the Debtor’s estates, including the DIP Facility Collateral, to the extent of any decrease in the value of BOK’s interests in the Prepetition Collateral occurring subsequent to the Petition Date, with such decrease in value to include decreases resulting from the Debtor’s use (if any) of Cash Collateral, the granting of priming liens under the Bankruptcy Code, the depreciation, use, sale, loss, decline in market price of the Prepetition Collateral or otherwise. The BOK Senior Adequate Protection Liens shall enjoy the same validity and extent as the liens BOK held on the Petition Date. The BOK Senior Adequate Protection Liens are subject only to (i) the Carve-Out (as defined in paragraph 15); (ii) the DIP Facility Liens; and (iii) any recoveries under Chapter 5 of the Bankruptcy Code.

9. Section 507(b) Priority Administrative Claims. If, notwithstanding the provision of the BOK Senior Adequate Protection Liens, such BOK Senior Adequate Protection Liens do not provide adequate protection of BOK’s valid, enforceable and unavoidable interests in the Prepetition Collateral, BOK shall (i) have a claim allowed under § 507(a)(2) of the Bankruptcy Code (the “507(b) Claim”), and, except with respect to being subordinated to the Carve Out, such 507(b) Claim shall be entitled to priority over every other claim allowable under such § 507(a)(2); and (ii) notwithstanding anything herein to the contrary, be entitled to seek further adequate protection of its interests and such further relief as is consistent therewith.

10. Superpriority Claims. Subject to the Carve-Out described in ordering paragraph 15 below, all of the DIP Indebtedness shall have the highest administrative priority under § 364(c)(1) of the Bankruptcy Code, and shall have priority over all other costs and expenses of administration of any kind, including those specified in, or ordered pursuant to §§ 105, 326, 330, 331, 503(b), 507(a), or 507(b) or any other provision of the Bankruptcy Code or otherwise (whether incurred

in the Chapter 11 Case or any successor case), and shall at all times be senior to the rights of the Debtor, any successor trustee or estate representative in the Chapter 11 Case or any successor case (the "Superpriority Claims"). Except for the Carve-Out, nothing in this Order or the Approved Budget (as defined below) shall constitute the consent by DIP Lender or BOK to the imposition of any costs or expense of administration or other charge, fees, liens, assessment or claim (including, without limitation, any amounts set forth in the Approved Budget) against DIP Lender or BOK, their claims or collateral (including the Prepetition Collateral and the DIP Facility Collateral) under § 506(c) of the Bankruptcy Code or otherwise be subject in any way to the equitable doctrine of "marshalling" or any similar doctrine.

11. Perfection of DIP Facility Liens and Adequate Protection Liens. The DIP Facility Liens shall be, and they hereby are, deemed duly perfected and recorded under all applicable federal or state or other laws as of the date hereof. The BOK Senior Adequate Protection Liens shall be, and they hereby are, deemed duly perfected and recorded under all applicable federal or state or other laws to the extent that such liens in the Prepetition Collateral existed on the Petition Date. No notice, filing, mortgage recordation, possession, control, certificate of title, further order, landlord or warehousemen lien waivers or other third party consents or waivers or other act, shall be required to effect such perfection; provided, however, that notwithstanding the provisions of § 362 of the Bankruptcy Code, (i) DIP Lender may, at its sole option, file or record or cause the Debtor to obtain any such landlord or warehousemen lien waivers or other third party consents or waivers or execute, file or record, at the Debtor's expense, any such UCC financing statements, notices of liens and security interests, mortgages and other similar documents as DIP Lender may require, and (ii) DIP Lender may require the Debtor to deliver to DIP Lender any chattel paper, instruments or securities evidencing or constituting any DIP Facility Collateral, and the Debtor are

directed to cooperate and comply therewith. If DIP Lender, in its sole discretion, shall elect for any reason to cause to be obtained any landlord or warehouse lien waivers or other third party consents or waivers or cause to be filed or recorded any such notices, financing statements, mortgages or other documents with respect to such security interests and liens, or if DIP Lender, in accordance with the DIP Loan Documents or this Order, elects to take possession of any DIP Facility Collateral, all such landlord or warehouse lien waivers or other third party consents or waivers, financing statements or similar documents or taking possession shall be deemed to have been filed or recorded or taken in these Chapter 11 Case as of the commencement of this Chapter 11 Case but with the priorities as set forth herein. DIP Lender may (in its sole discretion), but shall not be required to, file a certified copy of this Order in any filing or recording office in any county or other jurisdiction in which the Debtor has real or personal property and such filing or recording shall be accepted and shall constitute further evidence of DIP Lender's interest in the DIP Facility Collateral.

12. [Omitted from this Interim Order.]

13. Sale Out of the Ordinary Course of Business. The Debtor may not propose a sale of any of its assets outside the ordinary course of business unless (a) DIP Lender provides its written consent to such sale; or (b) the proposed sale provides BOK the protections and rights of a Secured Party under § 363 of the Bankruptcy Code or as otherwise provided by this Order.

14. Modification of Automatic Stay; Other Remedies.

(a) Except as set forth in subparagraph (b) of this paragraph, which governs any action of BOK and DIP Lender to foreclose on their liens on any Prepetition Collateral or DIP Facility Collateral or to exercise any other default-related remedies (other than those specifically referenced in the next sentence), the automatic stay pursuant to § 362 of the

Bankruptcy Code is hereby vacated as to BOK and DIP Lender to permit them to perform in accordance with, and exercise, enjoy and enforce its rights, benefits, privileges and remedies pursuant to this Interim Order and the DIP Loan Documents without further application or motion to, or order from, the Court. BOK and DIP Lender are hereby granted leave to, among other things, (a) receive and apply payments to interest on the Indebtedness from collections on and proceeds of the Prepetition Collateral and the DIP Facility Collateral in the manner specified in this Interim Order and the DIP Loan Documents, (b) file or record any financing statements, mortgages or other instruments or other documents to evidence the BOK Senior Adequate Protection Liens or the DIP Facility Liens, (c) to charge and collect any interest, fees, costs and expenses and other amounts accruing at any time under the DIP Loan Documents or this Order as provided therein, (d) to give the Debtor any notice provided for in any of the DIP Loan Documents or this Order, and (e) upon the occurrence of a Termination Event, and without application or motion to, or order from the Court or any other court, (i) terminate the DIP Facility and the DIP Loan Documents, (ii) declare all Indebtedness immediately due and payable, and (iii) revoke the Debtor's right, if any, under this Order and/or the other DIP Loan Documents to use Cash Collateral.

(b) Upon the occurrence of a Termination Event and ten (10) business days after BOK or DIP Lender have filed with the Bankruptcy Court, and served by hand delivery, facsimile or overnight mail on counsel to the Debtor, counsel to any official committee appointed in this case, if any, and the Office of the United States Trustee, an affidavit identifying any act which gave rise to the occurrence of a Termination Event, if the default is not cured within the ten (10) business days, BOK or DIP Lender may file a

request with the Court for entry of an ex parte order terminating the automatic stay under § 362 of the Bankruptcy Code, without further notice or a hearing, with respect to BOK and DIP Lender for the purpose of exercising all of their rights and remedies under the Prepetition BOK Loan Documents, the DIP Loan Documents, this Interim Order or applicable law, including foreclosing or otherwise enforcing their liens on any or all of the Prepetition Collateral and the DIP Facility Collateral, and BOK and DIP Lender may be authorized, in their sole discretion, to take any and all action and remedies which they deem appropriate to effectuate these rights and remedies. The Debtor shall cooperate with BOK and DIP Lender in connection with any enforcement action by such parties by, among other things, (i) providing access to its premises to representatives of BOK and DIP Lender, (ii) providing BOK and DIP Lender or their designees access to the Debtor's books and records, (iii) performing all other obligations set forth in the Prepetition BOK Loan Documents, this Final Order and/or the other DIP Loan Documents, and (iv) taking reasonable steps to safeguard and protect the Prepetition Collateral and the DIP Facility Collateral until BOK and DIP Lender can make adequate provision to protect and safeguard the Prepetition Collateral and the DIP Facility Collateral, and the Debtor shall not otherwise interfere or encourage others to interfere with BOK's or DIP Lender's enforcement of their rights. The date that the Automatic Stay shall be lifted in accordance with the terms of this Final Order shall be referred to as the "Stay Relief Date".

15. Carve-Out. The DIP Liens, Superpriority Claims, and BOK Senior Adequate Protection Liens shall be subject to right of payment of the following expenses (the following subparagraphs, collectively, the "Carve-Out," and all amounts payable in connection therewith, the "Carve-Out Amounts"):

A. unpaid post petition fees and expenses of the Clerk of the Court and statutory fees payable to the U.S. Trustee pursuant to 28 U.S.C. § 1930;

B. unpaid post petition fees and expenses of professional persons of the Debtor or of any Committee which may be subsequently appointed herein, which are retained by an order of the Court pursuant to Bankruptcy Code sections 327, 328, 363, or 1103(a) (the "Professionals") but only to the extent (i) not otherwise paid from retainers, or any professional expense escrow account established by the Debtor; (ii) that unencumbered funds are not otherwise available to pay such amounts and (iii) that such amounts are within the amounts budgeted by the Debtor.

16. Cash Collection Procedures. From and after the date of the entry of this Order, all collections and proceeds of any DIP Facility Collateral or services provided by the Debtor and all other cash or cash equivalents which shall at any time come into the possession or control of the Debtor, or to which the Debtor shall become entitled at any time shall be deposited in the same bank accounts into which the collections and proceeds of the Prepetition Collateral were deposited under the Prepetition BOK Loan Documents (or in such other accounts as are designated by BOK or DIP Lender from time to time and/or as are approved by order of the Court authorizing the Debtor to maintain bank accounts and cash management systems which order is in form and substance acceptable to BOK and DIP Lender) and shall be applied against the DIP Indebtedness as provided in this Interim Order and the DIP Loan Documents.

17. Budget; Use of Cash Collateral and DIP Facility Proceeds.

(a) Attached as Exhibit A hereto and incorporated herein by reference is a budget (which has been approved by DIP Lender) setting forth by line item and grouped by category all projected cash receipts and cash disbursements for the time period from the

Petition Date through September 1, 2017 (the “Interim Budget”). The Interim Budget may be modified or supplemented from time to time by additional budgets (covering any time period covered by a prior budget or covering additional time periods) to which BOK and DIP Lender agree in their sole discretion (each such additional budget, a “Supplemental Approved Budget”). The aggregate of all items approved by DIP Lender and BOK in the Interim Budget and any and all Supplemental Approved Budgets (acceptable to BOK and DIP Lender in their sole discretion) shall constitute an “Approved Budget.”

(b) The Debtor may use Cash Collateral and the proceeds of the DIP Facility exclusively to pay for the expenses incurred by Debtor as provided for in the Approved Budget. Debtor represents and warrants that (a) the expenditures set forth in the Approved Budget constitute all of the Debtor’s projected expenses during the period of the Approved Budget, and (b) the Debtor reasonably believe that the Cash Collateral and the sums to be advanced by DIP Lender pursuant to the DIP Facility will be sufficient to pay all of the expenses set forth in the Approved Budget. The Debtor shall use commercially reasonable best efforts to ensure that its sales and cash receipts shall not be less than as set forth in the Approved Budget and the Debtor’s expenses shall not exceed those set forth in the Approved Budget, in all cases subject to the Approved Cash Receipts Variance and the Approved Disbursements Variance (all as defined below, and collectively, the “Approved Variances”). As used herein, the Approved Variances include, and are defined and calculated as follows:

- (i) “Approved Cash Receipts Variance” means (i) a negative variance of less than 25% between Debtor’s actual cash receipts and Debtor’s projected cash receipts measured commencing as of the end of the first week covered by the Approved Budget; (ii) a negative variance of less than 20% between Debtor’s actual cash receipts and Debtor’s projected cash receipts measured cumulatively from the

commencement of the Chapter 11 Case concluding with the end of the second week covered by the Approved Budget; (iii) a negative variance of less than 15% between Debtor's actual cash receipts and Debtor's projected cash receipts measured cumulatively from the commencement of the Chapter 11 Case concluding with the end of the third week covered by the Approved Budget; and (iv) a negative variance of less than 10% between Debtor's actual cash receipts and Debtor's projected cash receipts measured cumulatively from the commencement of the Chapter 11 Case concluding with the end of any week covered by the Approved Budget during which the variance is being calculated beyond the third week;

- (ii) "Approved Disbursements Variance" means a positive variance of less than 10% between Debtor's actual disbursements and Debtor's projected disbursements, on an aggregate basis for each category of line items as shown in an Approved Budget, and (B) less than 10% of the Debtor's actual disbursements and Debtor's projected disbursements, on a cumulative basis, each measured commencing as of the end of the second week covered by the Approved Budget and each week thereafter for both (i) the two-week period concluding with the week during which the variance is being calculated, and (ii) cumulatively from the commencement of the Chapter 11 Case concluding with the week during which the variance is being calculated.

18. Financial Reporting. In addition to all of the financial reports the Debtor is required to provide to BOK and DIP Lender pursuant to the Prepetition BOK Loan Documents, which financial reports the Debtor shall continue to provide to BOK timely in accordance with the Prepetition BOK Loan Documents, the Debtor shall also provide the following reports to DIP Lender and to the Committee (if appointed): (i) no later than the 10th day of each month, a comparison of the items in the Budget for the preceding month to the Debtor's actual performance that includes a narrative summary of any material variances from the Budget for the preceding month; (ii) on the 1st and 15th day of each month, a detailed report from the Debtor or Debtor's professionals including any investment banker or broker, that summarizes the status of the Debtor's efforts to sell substantially all of its assets as a going concern or similar transactions, which report shall include (x) copies of expressions of interest or letters of intent received by the

Debtor from third parties; (y) a summary of the due diligence activities conducted by interested parties; and (z) a time table for execution of definitive agreements with potential parties and the filing of pleadings with the Court seeking approval of the sale; (iii) no later than the 20th day of each month, beginning July 20, 2017, the Debtor's financial statements (including balance sheets, income statements and cash flow statements) for the immediately preceding month; and (iv) the Debtor's monthly operating reports no later than 5:00 p.m. as and when such reports are required to be filed with the Court.

19. Covenants. The Debtor shall timely comply with all of the covenants set forth in the Prepetition BOK Loan Documents (other than (i) covenants relating to the filing of these Chapter 11 Case or relating to the financial condition of the Debtor to the extent inconsistent with the terms of this Interim Order or (ii) as modified by this Interim Order. Including attachments hereto), this Interim Order and the DIP Loan Documents.

20. DIP Lender, BOK's and Debtor's Reservation of Rights; No Waiver. DIP Lender, BOK and Debtor do not waive, and expressly reserve, any and all claims, defenses, rights and remedies they have pursuant to any or all of the Prepetition BOK Loan Documents, the DIP Loan Documents, the Bankruptcy Code and/or other applicable law against each other or any officer, director, employee, agent or other representative of the Debtor. In addition, the rights and obligations of the Debtor and the rights, claims, liens, security interests and priorities of DIP Lender and BOK arising under this Interim Order are in addition to, and are not intended as a waiver or substitution for, the rights, obligations, claims, liens, security interests and priorities granted by the Debtor, in its prepetition capacity, under the Prepetition BOK Loan Documents. Notwithstanding anything to the contrary contained in the Interim Order, DIP Lender, BOK, and Debtor reserve the right to seek additional relief from the Court on any issue that may arise in

connection with the Chapter 11 Case. Notwithstanding the foregoing, Debtor agrees that any claims, defenses, rights or remedies against BOK pursuant to the Prepetition Loan Documents must be asserted on or before the entry of a Final Order or they will be waived.

21. Order Binding on Successors. The provisions of this Interim Order shall be binding upon and inure to the benefit of DIP Lender, BOK and the Debtor, and their respective successors and assigns (including any trustee or other estate representative appointed as a representative of the Debtor's estates or of any estate in any successor cases). No third parties are intended to be or shall be deemed to be third party beneficiaries of this Order or the DIP Loan Documents, except as set forth in paragraph 15 above regarding the Carve-Out.

22. [Intentionally omitted.]

23. No Deemed Control. By consenting to entry of this Interim Order, making advances under the DIP Facility or administering the financing relationship with the Debtor pursuant to the DIP Loan Documents, DIP Lender shall not be deemed to be in control of the Debtor or its operations or to be acting as a "responsible person," "managing agent" or "owner or operator" (as such terms are defined in the United States Comprehensive Environmental Response, Compensation and Liability Act, as amended, or any similar state or federal statute) with respect to the operation or management of the Debtor.

24. Continuing Nature of DIP Facility Liens and Claims. Any order dismissing the Chapter 11 Case under Bankruptcy Code section 1112 or otherwise shall be deemed to provide (in accordance with Bankruptcy Code sections 105 and 349) that (a) the DIP Lender's liens and the Adequate Protection Liens and security interests in the DIP Collateral shall continue in full force and effect notwithstanding such dismissal until the DIP Facility obligations are indefeasibly paid and satisfied in full, in cash; and (b) this Court shall retain jurisdiction, only to the extent

permissible under applicable law (which the Court is not deciding in this order), notwithstanding such dismissal, for the purposes of enforcing the DIP Facility Superpriority Claim, the DIP Liens, the Adequate Protection Liens, the Adequate Protection Cash Payment, and the Prepetition Adequate Protection Superpriority Claims.

25. Safe Harbor. The Court has considered and determined the matters addressed herein pursuant to its powers under the Bankruptcy Code, including the power to authorize the Debtor to obtain credit on the terms and conditions upon which the Debtor and BOK have agreed. Thus, each of such terms and conditions constitutes a part of the authorization under § 364 of the Bankruptcy Code, and is, therefore, subject to the protections contained in § 364(e) of the Bankruptcy Code.

26. Controlling Effect of Order. To the extent any provisions in this Interim Order conflict with any provisions of the Motion, the provisions of this Interim Order shall control. This DIP Lender's continuing commitment to the DIP Facility shall be subject to and conditioned upon entry of a final order on or before August 15, 2017, that is acceptable to DIP Lender in its sole discretion.

27. Immediate Effect of Order. The terms and conditions of this Order shall be effective and immediately enforceable upon its entry by the Clerk of the Court notwithstanding any potential application of Bankruptcy Rule 6004(h) or otherwise. Furthermore, to the extent applicable, the notice requirements and/or stays imposed by Bankruptcy Rules 4001(a)(3), 6003(b), and 6004(a) are hereby waived for good and sufficient cause. The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the Motion.

28. Final Hearing. A final hearing with respect to the Motion is scheduled for July 20, 2017 at 9:15 a.m. (central) (the "Final Hearing") before the Honorable Terrence Michael, United States Bankruptcy Judge. The Debtor shall promptly mail or otherwise serve copies of this Order

(which shall constitute adequate notice of the Final Hearing) to the parties having been given notice of the Interim Hearing and to any other party that has filed a Bankruptcy Rule 2002 request for service and any other party as directed by the Court. Any party in interest objecting to the relief sought at the Final Hearing shall file written objections, before 5:00 p.m. (Central time) on July 17, 2017.

END OF ORDER

July 03, 2017

BY THE COURT:



TERRENCE L. MICHAEL, CHIEF JUDGE
UNITED STATES BANKRUPTCY COURT

SCHEDULE 1
Prepetition BOK Loan Documents

Second Amended and Restated Credit Agreement amount Fintube, LLC as Borrower, Fintube Holdings, LLC, and certain subsidiaries, as guarantors and BOKF, N.A. d/b/a Bank of Oklahoma as Lender, dated April 27, 2015.

First Amendment to the Second Amended and Restated Credit Agreement dated May 6, 2016.

Real Estate Mortgage Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing for Fintube, LLC and BOKF, N.A. d/b/a Bank of Oklahoma, dated July 29, 2011.

First Amendment to Real Estate Mortgage Security Agreement, Assignment of Leases and Rents, Financing Statement and Fixture Filing dated November 11, 2015.

Second Amendment to Real Estate Mortgage, Security Agreement Assignment of Leases and Rents, Financing Statement and Fixture Filing dated May 6, 2016.

Amended and Restated Security and Pledge Agreement dated July 29, 2011.

Second Amendment to Amended and Restated Security and Pledge Agreement dated April 27, 2015.

Promissory Note (revolving note) dated May 6, 2016 in the amount of \$4 million.

Promissory Note (Term Note 1) dated May 6, 2016 in the amount of \$398,571.70.

Promissory Note (Term Note 2) dated May 6, 2016 in the amount of \$2,866,999.81.

Promissory Note (Term Note 3) dated May 6, 2016 in the amount of \$351,431.70.

Promissory Note (Term Note 5) dated May 6, 2016 in the amount of \$1 million.

SCHEDULE 2
BOK DIP Facility Additional Terms and Covenants

Prepetition BOK Loan Documents:

1. The mandatory Revolving Loan repayments due when the aggregate principal amount of the outstanding Advances exceed the Borrowing Base shall be suspended until the earlier of December 31, 2017 or a Termination Event, at which time such repayment shall be immediately made in full. Additional Revolving Loans are not available to Fintube under the Prepetition BOK Loan Documents. The suspension of the Borrowing Base limitation as set forth herein may be further modified upon written agreement between the Debtor and the DIP Lender, which shall have the right to agree or not agree to any modification in its sole discretion.
2. The Default Rate accruing on the Obligations under the loan documents shall be suspended until the earlier of December 31, 2017 or a Termination Event.
3. Testing of the loan covenants for the Consolidated Fixed Charge Ratio and Consolidated Net Income under the Prepetition BOK Loan Documents shall be suspended until the earlier of December 31, 2017 or a Termination Event.

DIP Loan Documents:

1. Fintube shall provide a report every Monday starting July 3, 2017 which shows the level of accounts receivable (at face value) and the level of inventory (at cost) as of the close of business from the preceding Friday.
2. Fintube shall be required to maintain all of its bank accounts at BOK.
3. Fintube shall maintain the following at all times: (a) total accounts receivable greater than \$600,000.00 (at face value) and (b) total inventory greater than \$1,000,000.00 (at cost).
4. The amounts due under the DIP Facility shall be due in full no later than December 31, 2017 or a Termination Event.
5. All amounts advanced under the BOK DIP Facility shall bear interest at a rate of BOK Prime plus 1%.

Future Cash Flow Forecast:													
	6/14/2017	6/16/2017	6/23/2017	6/30/2017	7/7/2017	7/14/2017	7/21/2017	7/28/2017	8/4/2017	8/11/2017	8/18/2017	8/25/2017	9/1/2017
Bank													
Opening Cash (Revolver)	(1,025)	(920)	(1,344)	(1,560)	(1,724)	(1,752)	(1,675)	(1,598)	(1,492)	(1,439)	(1,437)	(1,543)	125
Projected Collections	121	23	56	110	197	2	163	229	125	125	125	125	125
Opening cash	0												
Ending Cash	(904)	(897)	(1,288)	(1,451)	(1,724)	(1,555)	(1,675)	(1,598)	(1,492)	(1,439)	(1,437)	(1,543)	125
Cash Requirement													
AP - Steel	(16)	(83)	(81)	(126)	(17)	(34)	(65)	(60)	(60)	(60)	(60)	(60)	(60)
AP - Other	(137)	(137)	(182)	(84)									
Legal Fees		(50)											
Bankruptcy consultant - Clearidge				(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)	(6)
Bankruptcy fees		(2)		(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)
Utilities/freight		(25)				(25)					(25)		
Rent													
Insurance			(10)										
Medical		(8)		(2)			(10)		(2)			(10)	(2)
401K													
Loan prnt & fees		(142)		(50)		(50)		(50)		(50)		(50)	(50)
CP Mgmt Fees													
Other													
Total Requirement	(16)	(447)	(273)	(273)	(28)	(122)	(86)	(123)	(71)	(123)	(109)	(123)	(123)
Surplus/deficit	104	(424)	(216)	(164)	(28)	75	(84)	40	158	2	19	2	2
Ending Cash (Revolver Debt)	(920)	(1,344)	(1,560)	(1,724)	(1,752)	(1,677)	(1,761)	(1,721)	(1,584)	(1,562)	(1,543)	(1,541)	(1,541)
Borrowing Base	1,449	1,449	1,126	1,126	1,126	1,126	1,126	1,126	1,126	1,126	1,126	1,126	1,126
Available Bank/Revolver	529	105	(434)	(598)	(626)	(551)	(635)	(596)	(438)	(436)	(417)	(416)	(416)
Delayed Payments													
Utilities/freight		(65)	(60)				(80)						(60)
Rent		(15)											
Insurance		(35)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)	(10)
Medical													
401K													
Loan prnt & fees		(13)	(70)	(83)	(83)	(10)	(23)	(70)	(83)	(10)	(23)	(10)	(10)
Severance													
Total Delayed Payments		(118)	(70)	(83)	(83)	(10)	(23)	(70)	(83)	(10)	(23)	(10)	(10)

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