ASA PROJECT

AMENDED TERMS OF SENIOR SECURED DEBTOR-IN-POSSESSION FINANCING FACILITY

Set forth below are the material terms of the debtor-in-possession financing facility to be made available by WestLB AG, New York Branch and certain other Prepetition Lenders (as defined herein). This amended Term Sheet is intended to enable the Borrowers (as defined herein) to borrow on an emergency basis, on the terms and subject to the conditions in this amended term sheet (the "Term Sheet"), up to the Interim Amount (as defined herein) and to serve, as applicable, as the principal terms and conditions of the Final DIP Agreement (as defined herein). This Term Sheet does not contain all the terms, conditions and other provisions of the Final DIP Agreement. Until approved by the Court (as defined herein), this Term Sheet does not constitute a commitment on behalf of the Postpetition Lenders or any of their affiliates to arrange or provide the DIP Revolving Facility (as defined herein) or any other financing.

WestLB AG, New York Branch is also the Administrative Agent under that certain Credit Agreement, dated as of February 6, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Prepetition Credit Agreement"), among the Borrowers, ASA Holdings as the Borrowers' Agent, such lenders (the "Prepetition Lenders"), WestLB as Administrative Agent, First National Bank of Omaha as Collateral Agent, First National Bank of Omaha as the Accounts Bank, WestLB AG, New York Branch, as Co-Syndication Agent, Lead Arranger, and Sole Lead Bookrunner, First National Bank of Omaha and Standard Chartered Bank, as Co-Syndication Agents and Lead Arrangers and CIT Capital USA INC. and ING Capital LLC, as Co-Documentation Agents and Lead Arrangers.

Administrative Agent, Lead Arranger and Sole Lead Bookrunner:	WestLB AG, New York Branch ("WestLB" or, as it relates to the DIP Facilities, the "Postpetition Agent").
Postpetition Lenders	WestLB and certain other Prepetition Lenders.
Borrowers:	Each of ASA Albion, LLC, ASA Bloomingburg, LLC, ASA Linden, LLC (each, a "Project OpCo" and together, the "Project OpCos") and ASA OpCo Holdings, LLC ("ASA Holdings" and, together with the Project OpCos, the "Borrowers") on a joint and several basis, and debtors-in-possession in the cases (the "Cases") pending under chapter 11 of title 11 of

the United States Code (the "Bankruptcy Code") and filed with the United States Bankruptcy Court for the District of Delaware (the "Court").

DIP Revolving Facility: The Postpetition Lenders shall provide the Borrowers with a revolving credit facility (the "DIP Revolving Facility") providing for extensions of credit in an aggregate amount not to exceed $20 million (the "DIP Revolving Commitment Amount") in the form of revolving credit loans or letters of credit. Subject to all of the terms and conditions hereof, upon the entry of an order (the "Interim Order") by the Court substantially in the form attached as Exhibit A, availability under the DIP Revolving Facility shall not exceed $10 million (the "Interim Amount") unless a debtor-in-possession revolving credit agreement acceptable to the Postpetition Lenders in their sole discretion containing all of the terms and conditions hereof and any additional terms requested by the Postpetition Lenders not inconsistent herewith (the "Final DIP Agreement") is (a) executed by the Borrowers and (b) approved by the Court pursuant to the Final Order (as defined herein).

Subject to the preceding limitations, the amount available at any time for revolving loans and letters of credit under the DIP Revolving Facility (the "Available Amount") shall be an amount equal to (x) the lesser of (i) the DIP Revolving Commitment Amount (or the Interim Amount if a Final Order (as defined herein) has not yet been entered) and (ii) after the Final Order has been entered, the Borrowing Base (as defined herein) less (y) the sum of (A) the then outstanding revolving credit loans and letters of credit under the DIP Revolving Facility and (B) reserves instituted by the Postpetition Lenders in their reasonable discretion; provided that up to 20% of the DIP Revolving Commitment Amount (or the Interim Amount if a Final Order has not yet been entered) may be drawn

even if clause (ii) above has not been satisfied.

Notwithstanding any other provision, the aggregate available amounts of outstanding letters of credit at any time that are issued as part of the DIP Revolving Facility shall not exceed 50% of the Available Amount (the "LC Subcap").

If an Operating Loss Trigger Event (as defined below) occurs, the Postpetition Lenders shall have the right to terminate the DIP Revolving Facility.

All borrowings by the Borrowers, all Expenses (as described below) of the Postpetition Lenders and all other obligations owed to the Postpetition Lenders, in each case, under the DIP Revolving Facility, shall be directly charged to the loan account.

Purpose and Use of Proceeds: The DIP Revolving Facility is intended to enable the Borrowers to borrow, on the terms and subject to the conditions set forth in this Term Sheet, up to the Interim Amount or the DIP Revolving Commitment Amount, as applicable, in order to fund working capital needs of the Borrowers, including corporate overhead allocations consistent with the Budget. All loans under the DIP Revolving Facility will be used in accordance with a rolling 13 week cash flow forecast provided monthly to and approved in good faith by the Postpetition Lenders holding more than 50% of the DIP Revolving Facility commitments (the "Required Postpetition Lenders") (such approved forecast, the "Budget"), it being understood that such forecast shall be deemed approved within 5 business days after its receipt by the Postpetition Agent if (a) the Postpetition Lenders and their financial advisor have had a conference call to discuss such forecast and (b) the Required Postpetition Lenders or their financial advisor have not notified the Borrowers otherwise in writing. The Budget may be modified only with the prior written consent of the Required Postpetition Lenders, it being understood that such modifications

to the Budget shall be deemed approved within 5 business days after the receipt of the modified Budget by the Postpetition Agent if (a) the Postpetition Lenders and their financial advisor have had a conference call to discuss such modified Budget and (b) the Required Postpetition Lenders or their financial advisor have not notified the Borrowers otherwise in writing.

The Budget shall include specific line items and amounts and details as reasonably requested by the Required Postpetition Lenders. Items on the Budget that are subject to Court approval shall not be funded until approved by the Court, and inclusion and acceptance of any such item is not a waiver of any party's objection thereto.

Maturity Date: Unless accelerated as a result of an Event of Default (as defined herein), the DIP Revolving Facility will expire and the borrowings thereunder will be immediately due and payable upon the earlier of (i) the date 6 months (as the same may be extended, with the prior written approval of the Required Postpetition Lenders, to 9 months and/or 12 months) from the date of the Interim Order, (ii) February 5, 2009, if the Final Order has not been entered by such date; (iii) the closing date of any sale of any Borrower or all or substantially all of the assets of such Borrower pursuant to section 363 of the Bankruptcy Code in the Cases that has been approved by an order of the Court, and (iv) the effective date of a plan of reorganization in the Cases that has been confirmed by an order of the Court (such confirmation order shall not discharge any of the obligations of the Borrowers to the Postpetition Lenders under the DIP Revolving Facility other than after payment in full of such obligations) (such date being the "Maturity Date").

Interest Rate: LIBOR (subject to a floor of 4%) + Applicable Spread or Base Rate (as defined below) (subject to a

floor of 4%) + Applicable Spread.

The initial borrowing shall bear interest at the Base Rate (subject to a floor of 4%) + Applicable Spread, convertible to LIBOR (subject to a floor of 4%) + Applicable Spread upon no less than three (3) Business Days advance written request from the Borrowers to the Administrative Agent.

"Base Rate" means, for any day, a fluctuating rate per annum equal to the higher of (i) the Federal Funds Effective Rate plus one-half of one percent (0.50%) and (ii) the rate of interest in effect for such day as publicly announced from time to time by WestLB as its "prime rate." The "prime rate" is a rate set by WestLB based upon various factors including WestLB's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in such rate announced by WestLB shall take effect at the opening of business on the day specified in the public announcement of such change.

If any Event of Default occurs and is continuing under the DIP Revolving Facility, then the Borrowers will pay interest on the unpaid balance of loans outstanding at a per annum rate two percent (2%) greater than the rates of interest specified above.

Applicable Spread:

For LIBOR: 1000 basis points, provided that the Applicable Spread shall, assuming the Maturity Date is extended, increase by 200 basis points on and after 6 months after the date of the Interim Order and by another 200 basis points on and after 9 months after the date of the Interim Order.

For Base Rate: 800 basis points, provided that the Applicable Spread shall, assuming the Maturity Date is extended, increase by 200 basis points on

	and after 6 months after the date of the Interim Order and by another 200 basis points on and after 9 months after the date of the Interim Order.
Interest Payments:	Interest shall be payable monthly in arrears, upon prepayment thereof and at maturity.
Borrowing Base:	To be agreed to in connection with the negotiation of the Final DIP Agreement.
Mandatory Prepayment:	Usual and customary for such debtor-in-possession loans, including without limitation the following: (a) To the extent the outstanding principal amount of revolving loans plus available amounts under letters of credit issued under the DIP Revolving Facility exceeds the then then-effective DIP Revolving Commitment Amount or the Available Amount, then the Borrower shall immediately prepay such excess amount; and (b) To the extent monthly financial results of the Borrowers over any two consecutive month period show an aggregate operating loss (to be defined in the loan documentation) (such an event, an "Operating Loss Trigger Event"), then all outstanding loans under the DIP Revolving Facility shall be prepaid and letters of credit issued under the DIP Revolving Facility shall be cash collateralized upon receipt of receivables and/or payments for the sale of inventory. Any prepayments of the DIP Revolving Facility shall first be applied to prepay outstanding loans under the DIP Revolving Facility and then cash collateralize any letters of credit issued under the DIP Revolving Facility.
Structuring Fee:	0.5% of the aggregate principal amount of the DIP Revolving Facility, payable to WestLB for its own account on the closing date of the DIP Revolving

	Facility.
Underwriting Fee:	0.5% of the aggregate principal amount of the DIP Revolving Facility, payable on the closing date of the DIP Revolving Facility only to those Postpetition Lenders that underwrite the DIP Revolving Facility commitments on or prior to the date of the Interim Order approving this DIP Revolving Facility.
Facility Fee:	2.0% of the aggregate principal amount of the DIP Revolving Facility, payable to the Postpetition Lenders.
Commitment Fee:	2.0% per annum, payable monthly in arrears on the daily average undrawn portion of the DIP Revolving Facility.
Letter of Credit Fronting Fee:	1.0% per annum, payable monthly in arrears on the daily average undrawn portion of the letters of credit issued under the DIP Revolving Facility to the issuing bank.
Letter of Credit Availability Fee:	A rate per annum equal to (a) 50% of the Applicable Spread specified above for the DIP Revolving Facility loans minus (b) the Letter of Credit Fronting Fee, payable monthly in arrears on the daily average undrawn portion of the letters of credit issued under the DIP Revolving Facility to the Postpetition Lenders that participate in such letters of credit.
Nature of Fees:	Non-refundable under all circumstances.
Security:	The Postpetition Lenders shall be entitled to the following security: (a) Priming Liens. Subject to the Carve-Out (as defined below), pursuant to section 364(d)(1) of the Bankruptcy Code, fully perfected first priority, valid, binding, enforceable, non-avoidable and automatically perfected, priming security interests in and liens upon (the "Priming Liens") all existing and after acquired

real and personal, tangible and intangible property of the Borrowers, and a pledge of the equity interest in or of the Borrowers, in each case that constitutes Collateral under the Prepetition Credit Agreement (the "Priming Lien Collateral"), which shall be senior in all respects to the interests in and liens upon such property of, without limitation, the Prepetition Lenders.

(b) First Liens. Subject to the Carve-Out (as defined below), pursuant to section 364(c)(2) of the Bankruptcy Code, fully perfected first priority, valid, binding, enforceable, non-avoidable and automatically perfected, security interests in and liens upon (the "First Liens" and collectively, with the Priming Liens, the "Financing Liens") all existing and after acquired real and personal, tangible and intangible property of the Borrowers, and a pledge of the equity interest in or of the Borrowers, in each case that does not constitute Collateral under the Prepetition Credit Agreement, whether created, existing, or acquired prior or subsequent to the commencement of the Cases, excluding all causes of action arising under Chapter 5 of the Bankruptcy Code and any and all proceeds thereof (the "First Lien Collateral" and together with the Priming Lien Collateral, the "Collateral"), except for Bankruptcy Code section 549 causes of action.

The Financing Liens are subject only to (i) non-avoidable, valid, enforceable and perfected Permitted Liens (as defined in the Prepetition Credit Agreement) in existence on the date the Cases are commenced (the "Petition Date"), (ii) non-avoidable, valid, enforceable and perfected liens that are capitalized leases, purchase money security interests or mechanics' liens in existence on the Petition Date, (iii) non-

avoidable, valid, enforceable liens that are capitalized leases, purchase money security interests or mechanics' liens in existence on the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, and (iv) rights of setoff permitted under section 6 of each Master Agreement (as defined in the Prepetition Credit Agreement); provided, however, that notwithstanding the Finance Liens, the Borrowers' professionals may use and apply any retainer held by such professionals to allowed fees.

Priority: Subject to the Carve-out, pursuant to section 364(c)(1) of the Bankruptcy Code, all amounts owing by the Borrowers under the DIP Revolving Facility in respect thereof at all times will constitute allowed superpriority administrative expense claims in the Borrowers' respective Cases, having priority over all administrative expenses or other claims of the kind specified in sections105, 326, 328, 330, 331, 503(b), 506(c), 507, 546(c), 726, 1113 or 1114 of the Bankruptcy Code ("Superpriority"), subject to the Carve-out (as defined herein); provided , that the Superpriority claims may not be paid out of the proceeds of any avoidance actions arising under Chapter 5 of the Bankruptcy Code, except for Bankruptcy Code section 549 causes of action.

Postpetition Lien Perfection: The Interim Order shall provide that it is sufficient and conclusive evidence of the validity, perfection, and priority of the Financing Liens without the necessity of filing or recording any financing statement or other instrument or document which may otherwise be required under the law of any jurisdiction or the taking of any action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect the Financing Liens or to entitle the Postpetition Lenders to the priorities granted herein. Notwithstanding the foregoing, the Postpetition

Lenders may take action, and shall be granted relief from the automatic stay, to evidence, confirm, validate or perfect, or to insure the contemplated priority of, the Financing Liens granted to the Postpetition Lenders, and the Borrowers shall execute and deliver to the Postpetition Lenders all such financing statements, mortgages, notices and other documents as the Postpetition Lenders may reasonably request in connection therewith.

Carve-out:

The Financing Liens, superpriority claim and any adequate protection liens and claims granted under the Interim Order and the Final Order shall be junior and subordinate to (i) all fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee pursuant to 28 § U.S.C. 1930, (ii) all accrued but unpaid fees and expenses of the attorneys, accountants or other professionals retained by the Borrowers and any statutory committee(s) appointed in the Borrowers' Chapter 11 Cases under section 327 or 1103(a) of the Bankruptcy Code (collectively, the "Professionals"), allocable to the Borrowers under and to the extent set forth in the Budget and incurred prior to the delivery of notice of an Event of Default, (iii) an amount not exceeding $1 million in the aggregate, which amount may be used after the occurrence and during the continuation of an Event of Default, to pay the allowed fees and expenses of professionals retained by the Borrowers and any statutory committee appointed in the Cases, but in each case only for work allocable to the Borrowers and their Cases, and approved by the Court; provided, however, that the Borrowers shall be permitted to pay compensation and reimbursement of expenses allowed and payable under sections 330 and 331 of the Bankruptcy Code in accordance with the Budget, and the Carve-out shall not be reduced by the amount of any compensation and reimbursement of expenses paid or incurred in a Budget period (to the extent ultimately allowed by the Bankruptcy Court)

prior to the occurrence of an Event of Default in respect of which the Carve-out is invoked; and provided, further, that nothing herein shall be construed to impair the ability of any party to object to any of the fees, expenses, reimbursement or compensation sought by the Professionals.

Neither the proceeds of the DIP Revolving Facility nor the Carve-out may be used to challenge the amount, validity, perfection, priority or enforceability of, or assert any defense, counterclaim or offset to (i) the DIP Revolving Facility or the security interests and liens of the Postpetition Lenders with respect thereto or otherwise litigate against the Postpetition Lenders or (ii) the Prepetition Credit Agreement or the security interests and liens of the Prepetition Lenders with respect thereto or otherwise litigate against the Prepetition Lenders.

Conditions of Initial Extension of Credit: The obligation to provide an initial extension of credit under the DIP Revolving Facility shall be subject to the satisfaction of the following conditions:

(a) There shall have been no material adverse change in the business, assets, operations, condition (financial or otherwise), properties, contingent and other liabilities, material agreements, profits or financial position of the Borrowers as determined by the Postpetition Lenders in their sole discretion other than (a) the commencement of the Cases and (b) the continuation of the circumstances giving rise to the filing thereof, so long as the Postpetition Lenders has been made aware as of the date hereof of all such circumstances;

(b) The Interim Order shall have been entered by the Court no later than December 3, 2008, (a) approving this Term Sheet and the

DIP Revolving Facility, (b) granting superpriority claim status and the Financing Liens in favor of the Postpetition Lenders in accordance with this Term Sheet, (c) finding that the DIP Revolving Facility was negotiated at arms' length and in good faith and providing the Postpetition Lenders with all of the protections of 364(e) of the Bankruptcy Code, (d) prohibiting other security interests and liens on the Collateral, except as expressly permitted in this Term Sheet, (e) requiring the Borrowers to pay the DIP Revolving Facility on maturity or upon the acceleration due to an Event of Default, and (f) lifting the automatic stay pursuant to section 362 of the Bankruptcy Code to permit the Borrowers to perform their obligations and the Postpetition Lenders to exercise its rights and remedies with respect to the DIP Revolving Facility in accordance with the Term Sheet, which Interim Order shall not have been appealed, stayed, reversed or modified;

(c) The ASA Debtors shall have delivered to the Postpetition Agent a Budget in form and substance satisfactory to the Postpetition Lenders;

(d) All outstanding Expenses (described below) shall be paid in full; and

(e) Due, sufficient and proper notice of the DIP Motion and of the proposed Interim Order or Final Order, as the case may be, has been or will be given to all parties in interest entitled to receive such notice.

The Final DIP Agreement shall contain other conditions to borrowing customary for a transaction of this type.

Prior to entry of the Final Order, the Postpetition Lenders shall have received all information reasonably requested from the Borrowers, including, without limitation, the Budget and the Borrower's 2009 business plan (the "Business Plan") reflecting a chapter 11 filing and in form and substance that is reasonably acceptable to the Required Postpetition Lenders to include but not limited to (a) monthly profit and loss statement, (b) a monthly balance sheet, and (c) monthly cash flow statement.

Conditions of Each Extension of Credit:

The obligation to provide each extension of credit under the DIP Revolving Facility (including the initial extension of credit, except as noted) shall be subject to the satisfaction of the following conditions:

(a) With respect to extensions of credit under the DIP Revolving Facility, the total amount outstanding under the DIP Revolving Facility (including the requested new borrowing) shall not exceed the Available Amount;

(b) The Interim Order or the Final Order, as the case may be, shall be in full force and effect and shall not have been reversed, modified, amended or stayed (or application therefor made), except for modifications and amendments that are acceptable to the Postpetition Lenders;

(c) No Event of Default or event that would become an Event of Default with the giving of notice or passage of time or both (a "Default") shall have occurred and be continuing;

(d) Representations and warranties in the Term Sheet and/or the Final DIP Agreement, as applicable, shall be true and correct in all material respects at the date of each

extension of credit as if made on such date (except if such representation or warranty specifically relates only to a prior date);

(e) Receipt of a notice of borrowing from the Borrower. The request for and the acceptance of each extension of credit by the Borrower shall constitute a representation and warranty that the conditions to each extension of credit shall have been satisfied;

(f) No administrative claim that is senior to or pari passu with the superpriority claims of the Postpetition Lenders shall exist, except the Carve-out;

(g) The Postpetition Lenders shall have received all information reasonably requested from the Borrowers;

(h) From and after the entry of the Final Order, the Borrowers have adjusted the Borrowing Base consistent with the terms hereof and have provided to the Postpetition Agent a Borrowing Base certificate, in form and substance satisfactory to the Postpetition Agent, setting forth the Borrowing Base as of the date immediately preceding such extension of credit; and

(i) An Operating Loss Trigger Event shall not have occurred.

The Final DIP Agreement shall contain other conditions to borrowing customary for a transaction of this type.

Representations and Warranties: Usual and customary for a transaction of this type, including representations and warranties with respect to continued effectiveness of the Interim Order or the Final Order, as applicable;

Covenants:	Usual and customary for such debtor-in-possession loans. The covenants shall include: (i) delivery each week of an updated rolling 13 week cash flow forecast in the same form, and with the same level of detail, as the Budget (it being understood however that lender approval of the Budget shall only be required once a month as specified under "Purpose and Use of Proceeds"), (ii) the delivery within two business days after the end of each week a report setting forth, in a form and in sufficient detail satisfactory to the Postpetition Agent, a comparison of the actual results to the Budget; (iii) the delivery within 20 days after the end of each month a report setting forth, in a form and in sufficient detail satisfactory to the Postpetition Agent, the operational and financial results of the Borrowers for such month; (iv) delivery of a monthly profit and loss statement, monthly balance sheet and monthly cash flow statement; and (v) from and after entry of a Final Order, a weekly maximum cash budget variance covenant acceptable to Required Postpetition Lenders.
Events of Default:	The DIP Revolving Facility will terminate and all amounts owing thereunder will immediately be due and payable without action or notice if any of the following (each an "Event of Default") shall occur: (i) a chapter 11 trustee is appointed with respect to any of the Borrowers' Cases; (ii) a responsible officer is appointed with respect to any of the Borrowers' Cases; (iii) an examiner with expanded powers is appointed with respect to any of the Borrowers' Cases; (iv) conversion of any of the Borrowers' Cases to a case under Chapter 7 of the Bankruptcy Code; (v) any of the Borrowers' Cases is dismissed; (vi) the granting of relief from the automatic stay to any creditor as to any assets which have an aggregate value in excess of $1 million or that could reasonably be expected to have an adverse impact on any of the Borrowers' businesses; (vii) a motion is approved granting a party a

superpriority claim which is senior or pari passu with the Postpetition Lenders' claims under the DIP Revolving Facility; (viii) entry of an order without the prior consent of the Postpetition Lenders amending, supplementing or otherwise modifying the Interim Order; (ix) reversal, vacatur or stay of the effectiveness of the Interim Order; (x) payment of or granting adequate protection with respect to any prepetition debt or claim (other than as approved by the Postpetition Lenders and the Court); (xi) impairment of the Financing Liens or superpriority claims granted with respect to the DIP Revolving Facility in any respect; (xii) from and after entry of a Final Order (as defined below), a Covenant (as described herein) is violated which, in the case of an affirmative Covenant, is not cured within 30 days, provided, however, that the 30 day cure period shall not apply to any reporting covenant or covenant to comply with EBITDA performance under the Business Plan and cash flow performance under the Budget; (xiii) an event occurs after the Petition Date that has a materially adverse effect on the business, assets, liabilities, operations, conditions (financial or otherwise) or properties of any of the Borrowers; (xiv) any of the Borrowers terminate or reject a material contract in any of the Cases without the prior written consent of the Postpetition Lenders; (xv) a Final DIP Agreement consistent with the terms contained herein is not agreed to and finalized, or any other documentation related thereto is not finalized by the date that is 5 business days before the hearing on the Final DIP Agreement; (xvi) an order, reasonably acceptable to the Postpetition Lenders, in its sole discretion, approving the Final DIP Agreement (the "Final Order"), has not been entered by the Court by February 5, 2009; (xvii) any proceeds of the DIP Revolving Facility are utilized other than for the specific purposes and budget line contained in the applicable Budget; (xiii) the Borrowers fail to pay any Interest, Fees, Expenses or other amounts to the

Postpetition Lenders within three (3) business days when due; (xix) from and after entry of a Final Order, the Borrowers fail to comply with certain financial covenants to be agreed to by the Postpetition Lenders and Borrowers related to the Budget and Business Plan; (xx) any of the Borrowers breaches any other provision of this Term Sheet; (xxi) the Court approves/directs marshaling of the assets/Collateral; or (xxii) from and after entry of a Final Order, exceeding the maximum weekly cash budget variance covenant.

The Final DIP Agreement will contain additional Events of Default to be agreed that are usual and customary for debtor-in-possession loans.

Remedies Upon Event of Default: If an Event of Default shall have occurred and is continuing, the Postpetition Lenders' obligations to provide funding under the DIP Revolving Facility shall cease immediately and, after the Borrowers and the official committee of unsecured creditors appointed in these cases (the "Committee") have received five (5) business days' notice thereof, the principal of and all accrued interest and fees and all other amounts owed to the Postpetition Lenders under the Interim Order, the Final Order or the Final DIP Agreement shall be immediately due and payable, and the Postpetition Lenders shall have the rights and remedies provided in the Interim Order, the Final Order or the Final DIP Agreement, as applicable.

Notwithstanding the occurrence of an Event of Default or any other event, all of the rights, remedies, benefits, and protections provided to the Postpetition Lenders under the Interim Order, the Final Order, or the Final DIP Agreement shall survive the occurrence of an Event of Default.

Proceeds of Subsequent Financing or Sale: If at any time prior to the repayment in full of all obligations arising under the DIP Revolving Facility, including subsequent to the confirmation of

any plan in the Cases, any of the Borrowers, any trustee, any examiner with enlarged powers or any responsible officer subsequently appointed, shall obtain credit or incur debt pursuant to section 364(b), 364(c) or 364(d) of the Bankruptcy Code in violation of the terms of the Interim Order or the Final Order or shall receive proceeds from a sale of Collateral pursuant to section 363(b) of the Bankruptcy Code, or from a sale of any other Collateral after the satisfaction of liens that are senior to those of the Postpetition Lenders, then all of the cash proceeds derived from such credit, debt, or sale shall immediately be turned over to the Postpetition Lenders for the reduction of the DIP Revolving Facility. Upon the full satisfaction of the obligations under the DIP Revolving Facility, excess proceeds, if any, shall be immediately turned over to the Borrowers for the pro rata reduction of obligations under the Prepetition Credit Agreement in accordance with its terms and conditions, so long as the Prepetition Indebtedness and/or Prepetition Liens are not then subject to a Challenge (as defined in the Interim Order) or have not been invalidated pursuant to a final and non-appealable order.

Modification of the Automatic Stay: For purposes of the Interim Order and the Postpetition Lenders' exercise of any and all of their remedial rights upon the occurrence and during the continuance of an Event of Default, the automatic stay imposed by section 362(a) of the Bankruptcy Code shall be automatically vacated and modified after five (5) business days' prior notice to the Borrowers and the Committee.

Further Assurances: The terms and conditions set forth in this Term Sheet and all other provisions not contained herein, as set forth in the Final DIP Agreement, shall be subject to the Postpetition Lenders' approval, at their reasonable discretion. The Borrowers shall execute any and all further documents, financing statements, agreements and instruments, and take all further action (including filing Uniform Commercial Code

	and other financing statements) that the Postpetition Lenders may reasonably request, in order to effectuate the transactions contemplated by the Term Sheet, the Final DIP Agreement, or the Interim Order and in order, to grant, preserve, protect and perfect the validity and priority of the security interests created or intended to be created by the Term Sheet, the Final DIP Agreement or the Interim Order.
Other Terms:	The Final DIP Agreement will provide additional terms that are usual and customary for debtor-in-possession loans.
No Marshaling:	The Postpetition Lenders shall not be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to any of the Collateral.
Section 552(b):	The Postpetition Lenders shall be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the Postpetition Lenders with respect to proceeds, products, offspring or profits of any of the Collateral.
Expenses:	The Borrowers shall reimburse the Postpetition Lenders for all reasonable out-of-pocket costs and expenses incurred in connection with the transaction, including, without limitation, related due diligence and preparation, negotiation, execution, delivery administration and enforcement of the definitive documentation and ongoing expenses related to the DIP Revolving Facility and the Cases, including, but not limited to, the reasonable fees, charges and disbursements of counsel and any financial advisors for the Postpetition Lenders. As part of the adequate protection provided to the Prepetition Lenders in connection with their interests in the Priming Lien Collateral, the ASA

Debtors shall pay the fees and expenses of the Prepetition Agents, the Accounts Bank (as defined in the Prepetition Credit Agreement) and the Prepetition Lenders under the Prepetition Credit Agreement, including, but not limited to, the reasonable fees (including retainers), charges and disbursements of the Prepetition Agents, the Accounts Bank, and the Prepetition Lenders, counsel and financial consultants for the Prepetition Agents, the Accounts Bank, and the Prepetition Lenders, taken as a whole, whether incurred prior to or subsequent to the Petition Date.

All fees and expenses discussed in the preceding two paragraphs shall be paid after copies of invoices (which shall set forth such fees and expenses in reasonable detail) for any applicable professional are provided to the ASA Debtors and the Committee and neither the ASA Debtors nor the Committee interpose any written objection (delivered to such professional) to such invoices within fifteen (15) days of delivery by the relevant professional to the ASA Debtors and the Committee, provided that, to the extent an objection to any such invoices is interposed within the foregoing fifteen (15) day period, the applicable professional shall be paid those fees and expenses for which there is no objection and the objecting party and the applicable professional shall seek to resolve any such objection within ten (10) days of such objection and, if the objection cannot be resolved either the professional or the objecting party shall be permitted to seek a ruling by the Court as to the reasonableness of such fees and/or expenses on at least five (5) business days' notice.

Indemnification:

The Borrowers shall indemnify the Postpetition Lenders and their affiliates, officers, directors, employees, and agents for any claim, damage, loss, liability or out-of-pocket expense (including fees and disbursements of counsel to the indemnitees) arising out of the transactions contemplated under

	the DIP Revolving Facility or the use or proposed use of proceeds of any loans, except to the extent such claim, damage, loss, liability or expense is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such indemnified party's gross negligence or willful misconduct.
Yield Protection and Increased Costs:	Standard yield protection and indemnification, including capital adequacy requirements, will be incorporated into the Final DIP Agreement that will satisfactorily compensate the Postpetition Lenders in the event that any changes in law, requirement, guideline or request of relevant authorities shall increase costs, reduce payments or earnings, or increase capital requirements.
Assignments and Participations:	The Postpetition Lenders may (a) sell or assign all or any portion of its commitment and/or loans and (b) grant participations in all or any of its loans, in each case accordance with the provisions of the Prepetition Credit Agreement.
Governing Law:	This Term Sheet, the DIP Revolving Facility and all documentation in connection with the DIP Revolving Facility shall be governed by the laws of the State of New York applicable to agreements made and performed in such state, except as governed by the Bankruptcy Code.

Exhibit A

Interim Order

WESTLB AG, NEW YORK BRANCH,
as Postpetition Lender

By: _____
Name:
Title: Ronald Spitzer
Executive Director

By: _____
Name: E. KEITH MINN
Title: EXECUTIVE DIRECTOR

1ST FARM CREDIT SERVICES, FLCA,
as Postpetition Lender

By:_____
Name: Dale A. Richardson
Title: VP, Illinois Capital Markets Group

AGFIRST FARM CREDIT BANK,
as Postpetition Lender

By: _____
Name: Bruce B. Fortner
Title: Vice President

AMARILLO NATIONAL BANK,
as Postpetition Lender

By: _____
Name: Craig L. Sanders
Title: Executive Vice President

FARM CREDIT SERVICES OF AMERICA,
as Postpetition Lender

By: _____
Name: Edward J. Nardon
Title: Special Accounts Officer

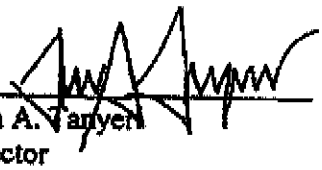
FIRST NATIONAL BANK OF OMAHA,
as Postpetition Lender

By: _____
Name: Fallon Savage
Title: Second Vice President

ING CAPITAL LLC,
as Postpetition Lender

By:_____
Name: Dan Kamprecht
Title: Managing Director

METROPOLITAN LIFE INSURANCE COMPANY,
as Postpetition Lender

By: 
Name: John A. Tanyeri
Title: Director

THE BANK OF NOVA SCOTIA,
as Postpetition Lender

By: _____
Name: Ron Dobley
Title: DIRECTOR

STANDARD CHARTERED BANK,
as Postpetition Lender

By: _____ _____
Name: PHIL REES PAUL JOHNSON
Title: MANAGER AREA HEAD.